



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
MARCH 23, 2020 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dick Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
APPROVAL OF MINUTES	March 9, 2020
AUDIENCE PARTICIPATION	
PRESENTATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

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**CONSENT AGENDA ITEMS**

**SECOND READING**

**A. Submitted by Greg Voltz, Assistant Planner**

**ADOPTION OF 2020 PUBLIC ART WORK PLAN**

**Budgetary Information:** There is no direct budgetary impact related to the adoption of the 2020 Public Art Work Plan. However, implementation of the projects listed in the Plan will be completed with Public Art and Cultural Acquisition Fund (PCAAF) dollars, Sandusky Neighborhood Initiative dollars, and grants and donations that may become available. All projects exceeding \$10,000 will require City Commission approval. The PCAAF referenced in the Work Plan was created with the creation of the Public Arts & Culture Commission and shall be funded on an annual basis with the use of general funds, not admissions tax dollars. One percent of the total admissions tax received from the previous year was used to calculate the budget for the PCAAF.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed approving and adopting the 2020 Public Art Work Plan for the City of Sandusky.

**B. Submitted by Michelle Reeder, Finance Director**

**ANNUAL PAYMENT TO SOFTWARE SOLUTIONS, INC. FOR FINANCIAL MANAGEMENT SOFTWARE**

**Budgetary Impact:** The total cost for the annual support fee is \$31,367.71. Of this amount, \$15,683.85 will be paid by the general fund, \$7,841.93 by the water fund and \$7,841.93 by the sewer fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing payment to Software Solutions, Inc. of Dayton, Ohio, for the annual software support fee for the period of April 1, 2020, through March 31, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**C. Submitted by Aaron Klein, Director of Public Works**

**APPLICATION TO ERIE COUNTY METROPOLITAN PLANNING ORGANIZATION FOR CITY STREET PROJECTS**

**Budgetary Information:** If awarded, the respected matches would be allocated in the five-year capital budget from an account with funds available for infrastructure such as CDBG, Issue 8, sewer fund, storm water fund, street fund, water fund or general fund.

**1. RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization for financial assistance for the East Water Street resurfacing project and, if awarded, authorizing and directing the City Manager to enter into the LPA Federal Local-LET project agreement with the Ohio Department of Transportation; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**2. RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization for financial assistance for the West Monroe Street resurfacing project and, if awarded, authorizing and directing the City Manager to enter into the LPA Federal Local-LET project agreement with the Ohio Department of Transportation; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**3. RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization for financial assistance for the East Perkins Avenue resurfacing project and, if awarded, authorizing and directing the City Manager to enter into the LPA Federal Local-LET project agreement with the Ohio Department of Transportation; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**D. Submitted by Stuart Hamilton, IT Manager**

**PAYMENT TO WONDERWARE NORTH FOR SOFTWARE AND MAINTENANCE OF SCADA SYSTEM FOR WWTP**

**Budgetary Information:** The cost for this support and maintenance agreement for a twelve month period will be \$12,734 and will be paid with funds from the sewer department's operating budget.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing payment to Wonderware North (Q-Mation) of Horsham, Pennsylvania, for the renewal of the customer first support program for the supervisory control and data acquisition software at the Waste Water Treatment Plant for the period of May 23, 2020 through May 22, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**E. Submitted by Debi Eversole, Housing Development Specialist**

**SALE OF PARCEL LOCATED IN COLD CREEK CROSSING SUBDIVISION**

**Budgetary Information:** The city will recoup the cost of the expenses from the sale, if any. Out of the remaining proceeds of the sale, \$9,339.32 will be applied to the future assessments on the property and the rest will be applied to debt service on the infrastructure bonds. The taxing district will begin collecting real estate taxes of approximately \$509 per year for the vacant land, plus real property taxes that will be assessed at 35% of the appraised value of the new structure.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel No. 60-00043.023, located at 515 Cold Creek Crossing Boulevard in the Cold Creek Crossing subdivision is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**REGULAR AGENDA ITEMS**

**SECOND READING**

**ITEM #1 - Submitted by Eric Wobser, City Manager and Michelle Reeder, Finance Director**

**ADOPTION OF CY 2020 BUDGET**

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed making general appropriations for the fiscal year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #2 – Submitted by Debi Eversole, Housing Development Specialist**

**GRANT AGREEMENT WITH CASE DEVELOPMENT, LLC**

**Budgetary Information:** The city will be responsible for providing a total of \$37,500 in grant proceeds from the Community Development capital projects fund on a reimbursable basis in the amount of \$7,500 at a time with the receipt of Certificate of Occupancy for the completion of each of the first five units.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a grant in the amount of \$37,500 through the Housing Development and Beautification grant program to Case Development, LLC, in relation to the property located at 409 West Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #3 – Submitted by Aaron Klein, Director of Public Works**

**CONTRACT WITH BROWNING-FERRIS INDUSTRIES DBA REPUBLIC WASTE SERVICES FOR 2020 YARD WASTE COLLECTION PROGRAM**

**Budgetary Information:** Based on service for one day per week pickup at \$12.60 per home, per month, and a contract for nine months, the estimate amount for the 2020 yard waste collection service is \$73,143 based on last year's figure of 645 customers. This amount is subject to change due to additions and deletions of customers to the program. The cost of the service will be charged back to the customers in addition to a charge of \$.50 per month for administrative costs.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Browning-Ferris Industries of Ohio, Inc. dba Republic Waste Services of Sandusky, Ohio, for the 2020 yard waste collection service which is available for the period of April 1, 2020 through December 31, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 – Submitted by Josh Snyder, Assistant City Engineer**

**CONTRACT AWARD TO PRECISION PAVING, INC. FOR 2020 LOCAL STREET RESURFACING PROJECT**

**Budgetary Information:** The total cost of the project based on the construction bid is \$1,119,450.79 which will be funded by \$300,000 in street funds, \$699,450.79 in capital projects funds, \$100,000 from the sewer fund and the remaining \$20,000 will come from the water fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Precision Paving, Inc., of Milan, Ohio, for the 2020 local street resurfacing project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by Josh Snyder, Assistant City Engineer

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH LJB, INC. FOR WARREN STREET RECONSTRUCTION PROJECT

**Budgetary Information:** The not-to-exceed cost for professional design services is \$299,122, paid with water funds in an amount of \$99,707.33, storm water funds in an amount of \$99,707.33 and the remaining \$99,707.34 from street funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with LJB, Inc. of Fairview Park, Ohio, for the Warren Street reconstruction project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 – Submitted by Matt Lasko, Chief Development Officer

ADOPTING ANNUAL RECOMMENDATIONS OF TAX INCENTIVE REVIEW COUNCIL & CRA HOUSING COUNCIL

**Budgetary Information:** Some of the agreements require either annual monitoring fee payments or city compensation payments. For 2019 agreements, the city is to receive an estimated \$4,092.20 in monitoring and compensation payments. All funds are to be deposited into the general fund.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed accepting and approving the City of Sandusky Tax Incentive Review Council’s recommendations regarding current taxation agreements; and declaring that this resolution 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, March 23 at 8:30 p.m.

Tuesday, March 24 at 5 p.m.

Monday, March 30 at 8:30 p.m.

Online:

[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us) – Click “Play” 



## PLANNING DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5973  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric Wobser, City Manager

**From:** Greg Voltz, Assistant Planner

**Date:** February 25, 2020

**Subject:** March 9<sup>th</sup> Commission Agenda Item –Adoption of the 2020 Public Art Work Plan.

**Item for Consideration:** Adoption of the 2020 Public Art Work Plan

**Background Information:** Arts and Culture is highlighted greatly within the Destination City section of the City of Sandusky Strategic Vision document. As such, the City dedicated funding for Public Art and created the Public Arts and Culture Commission in January 2018. The Strategic Vision also states, “The City of Sandusky will engage partners including local foundations, the County, and others to analyze the importance of arts and culture in our economy and evaluate models for public support that have succeeded elsewhere.”

In 2018, the City of Sandusky adopted the City of Sandusky Public Art and Placemaking Plan that is meant to guide the Public Arts and Culture Commission, staff, and leadership over the course of the next ten years towards creating a city with a strong public art presence. This master plan calls for the utilization of attributes within Sandusky to develop projects that will stand the test of time and/or create memorable experiences. These projects should be highly visible, they should add to the geographic diversity of our collection, and they should maximize interactive opportunities and vantage points. The projects proposed within this work plan are meant to stay within the goals and guiding principles set forth within the City of Sandusky Public Art and Placemaking Plan.

The Public Art Work Plan is an annual document that outlines what projects will be initiated in the coming fiscal year, as well as projects that will be in process during that fiscal year, as mandated within the Public Art and Placemaking Plan. The Public Arts and Culture Commission developed the work plan in consultation with the Planning Department. Once the Arts and Culture Commission approves the Work Plan, it is then submitted to the City Commission as part of the budget for review and approval. The 2019 Public Art Work Plan successfully helped guide public art projects throughout the 2019 year with projects such as Hike Hancock/Walk Wayne, creation of grants, temporary transit murals, and renewing the Temporary Sculpture Exhibit.

The Public Arts and Culture Commission worked with the Planning department over the course of their October, November, December and January meeting to create the 2020 Public Art Work Plan. The 2020 Public Art Work Plan was unanimously approved by the Public Arts and Culture Commission at their December 17th meeting.

The full 2020 Public Art Work Plan is attached. Projects listed in the plan include: Graffiti Wall/Park, City Hall Gallery or Scholarship, “Welcoming Sandusky” Murals, Temporary Sculpture Exhibit, Hayes Avenue Artwork, Lake Erie Monster, Hippos, Business Partnership Grant, Artist Led Grant. The 2020 Public Art Work Plan is meant to describe projects and outline funding. While not all of the projects outlined may be completed in 2020, the goal is to begin planning all of these projects in 2020, while ideally completing many of the projects by the end of the year.

**Budgetary Impact:** There is no direct budgetary impact related to the adoption of the 2020 Public Art Work Plan. However, implementation of the projects listed in the Plan will be completed with Public and Cultural Art and Acquisition Fund (“PCAAF”) dollars, Sandusky Neighborhood Initiative (SNI) dollars, and grants and donations that may become available. All projects exceeding ten thousand dollars (\$10,000) will require City Commission approval. The PCAAF referenced in the Work Plan, was created with the creation of the City of Sandusky Public Arts and Culture Commission and shall be funded on an annual basis with the use of general funds, not admission tax dollars. One percent (1%) of the total admissions tax received from the previous year was used to calculate the budget for the PCAAF.

**Action Requested:** It is requested that legislation be drafted to adopt the 2020 Public Art Work Plan.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington,  
Planning Director

cc: Kelly Kresser, Clerk of City Commission  
Michelle Reeder, Finance Director  
Trevor Hayberger, Law Director

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

**AN ORDINANCE APPROVING AND ADOPTING THE 2020 PUBLIC ART WORK PLAN FOR THE CITY OF SANDUSKY.**

**WHEREAS**, this City Commission created the Public Arts and Culture Commission by Ordinance No. 18-004, passed on January 8, 2018, for the purpose to administer, promote, facilitate, and oversee the creation of public art projects that will promote the cultural heritage and artistic development of the City, enhance the City's character and identity, contribute to economic development and tourism, add warmth, dignity, beauty and accessibility to public spaces, and expand the experience and participation of citizens with visual arts, and in addition, created a Public and Cultural Art and Acquisition Fund (PCAAF) for authorized expenditures which will be funded on an annual basis with general funds based on a formula for establishing the budget of the PCAAF; and

**WHEREAS**, one of the duties of the Public Arts and Cultural Commission was to prepare, maintain, and update a Public Art Master Plan and this City Commission approved and adopted the Public Art and Placemaking Master Plan by Ordinance No. 18-219, passed on November 13, 2018; and

**WHEREAS**, the Public Art Work Plan is an annual document that outlines the projects that will be initiated in the coming year, as well as projects that will be in process during that year, as mandated within the Public Art and Placemaking Plan, and this proposed 2020 Public Art Work Plan was developed by the Public Arts and Culture Commission in consultation with the Planning Department; and

**WHEREAS**, projects in the proposed 2020 Public Art Work Plan include: Graffiti Wall / Park, City Hall Gallery or Scholarship, "Welcoming Sandusky" Murals, Temporary Sculpture Exhibit, Hayes Avenue Artwork, Lake Erie Monster, Hippos, Business Partnership Grant, and Artist led Grant; and

**WHEREAS**, the Public Arts and Culture Commission approved the proposed 2020 Public Art Work Plan at their meeting on December 17, 2019; and

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

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

Section 1. This City Commission approves and adopts the 2020 Public Art Work Plan for the City of Sandusky, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

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

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 23, 2020 (effective after 30 days)



# SANDUSKY

## 2020 PUBLIC ART WORK PLAN

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**FEBRUARY 2020**  
CITY OF SANDUSKY, OHIO





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# INTRODUCTION & PURPOSE

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*In 2018, the City of Sandusky adopted the City of Sandusky Public Art and Placemaking Plan that is meant to guide the Public Arts and Culture Commission,*

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staff, and leadership over the course of the next ten years towards creating a city with a strong public art presence. This master plan calls for the utilization of attributes within Sandusky to develop projects that will stand the test of time and/or create memorable experiences. These projects should be highly visible, they should add to the geographic diversity of our collection, and they should maximize interactive opportunities and vantage points. The projects proposed within this work plan are meant to stay within the goals and guiding principles

set forth within the City of Sandusky Public Art and Placemaking Plan.

The Public Art Work Plan is an annual document that outlines what projects will be initiated in the coming fiscal year, as well as projects that will be in process during that fiscal year. The Public Arts and Culture Commission will develop the Plan in consultation with the Planning Department and it is submitted to the City Commission as part of the budget for review and approval.

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# DEVELOPMENT

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*The 2020 Public Art Work Plan was developed with guidance from the Arts and Culture Commission, interdepartmental conversations, and the Public Art and Placemaking Plan.*

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## **STEPS TAKEN TO DEVELOP THE PUBLIC ART WORK PLAN:**

- Determine availability of funding
- Identify projects to be paid for by identified funding
- Develop a draft Public Art Work Plan that will include locations, goals and budget for public projects and programs
- Present the plan to City Commission as part of the city budget approval

## **DEVELOPMENT**

### **GOALS OF THE 2020 PUBLIC ART WORK PLAN:**

- To further the development of, awareness of and interest in the visual arts;
- To integrate the design work of artists into Sandusky;
- To create an enhanced, interactive visual environment for Sandusky residents;
- To commemorate Sandusky's rich history;
- To promote tourism and economic vitality in Sandusky through the artistic enhancement of public spaces;
- To increase attachment to place;
- To engage community partners to build support for public art.

### **2020 PUBLIC AND CULTURAL ART AND ACQUISITION FUND (PCAAF):**

We based the 2020 Work Plan off of the availability of \$42,000.00 within the PCAAF fund which was based on admissions tax returns we had received and estimated in early December, 2019. As well as the remaining funds carried over from 2019. One percent (1%) of the total admissions tax from the previous year shall be used as the formula to determine the budget for the current year.

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# PROPOSED PROJECTS

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*The proposed projects listed below utilize ideas drawn from many different places.*

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Some are based off of conceptual projects or programs called for in the Public Art and Placemaking Plan, some compliment ongoing projects within the Sandusky Neighborhood Initiative, while others are new ideas. However, they all take into account the goals and guiding principles set forth within the Public Art and Placemaking Plan. The Public Arts and Culture Commission looks to leverage the PCAAF fund to partner wherever possible, and looks

forward to working with others to create the exciting projects listed below in 2020 and beyond.

## **PROPOSED PROJECTS**

### ***Project 1: Graffiti Wall/Park***

#### **PROJECT DESCRIPTION:**

This would be at a place, to be determined by the Public Arts and Culture Commission and approval by City Commission that would allow for artists to come to an area and create pieces within guidelines set by the Public Arts and Culture Commission.

#### **Examples:**

#### **BUDGET:**

Budget: \$ 0.00





## **PROPOSED PROJECTS**

### ***Project 2: City Hall Gallery or Scholarship***

#### **PROJECT DESCRIPTION:**

The Arts and Culture Commission would issue a call for artists to create a temporary gallery in City Hall curated by the Public Arts and Culture Commission. This could be a very low cost project or the Commission can choose to offer a prize for a crowd favorite or commission favorite. The Commission also asked that an option would be to do a call and select on to three pieces of art to be placed in City Hall with the winner receiving a scholarship.

#### **Example:**

#### **BUDGET:**

Budget: \$1,000.00

Sources: PCAAF



## **PROPOSED PROJECTS**

**Example:**



## **PROPOSED PROJECTS**

### ***Project 3: “Welcoming Sandusky” Murals***

#### **PROJECT DESCRIPTION:**

A series of murals of local people that are painted by artists. As Marsha Carrington said in her email about this idea, “large scale murals of PEOPLE a black resident, a white resident, a Hispanic resident, an Asian resident people in our community...people who have made a difference in our community. Maybe just a start. There are so many ways to create public art that has a message...one of “LOVE,” tolerance and acceptance. In an atmosphere presently in our country and world where there is so much division and HATE, I think it might just be Sandusky’s calling to send a message out there with public art...and a VERY positive message.”

#### **BUDGET:**

Budget: \$40,000.00

Sources: PCAAF, Marketing, Other

#### **Example:**





## **PROPOSED PROJECTS**

**Example:**



## **PROPOSED PROJECTS**

### ***Project 4: Temporary Sculpture Exhibit***

#### **PROJECT DESCRIPTION:**

Partner with the Lange Trust for a year-long sculpture exhibit similar to the 2018-2020 Midwest Sculpture Initiative.

#### **BUDGET:**

Budget: \$10,000.00

Sources: PCAAF, Foundation



## **PROPOSED PROJECTS**

### ***Project 5: Hayes Avenue Artwork***

#### **PROJECT DESCRIPTION:**

Hayes Avenue offers a unique opportunity for artwork as it is our main educational and medical corridor, while also being an important street for the residents of the Garden District. We look to work with Firelands Regional Medical center to find one, or a few sites, to do a larger piece of artwork along Hayes Avenue. Likely something to play off of the educational and medical importance of the street, but also takes ownership of the Garden District name.

#### **BUDGET:**

Budget:: \$40,000

Sources: PCAAF, Sandusky Neighborhood Initiative, foundations, private, grant(s)

#### **Example:**





## **PROPOSED PROJECTS**

### ***Project 6: Lake Erie Monster***

#### **PROJECT DESCRIPTION:**

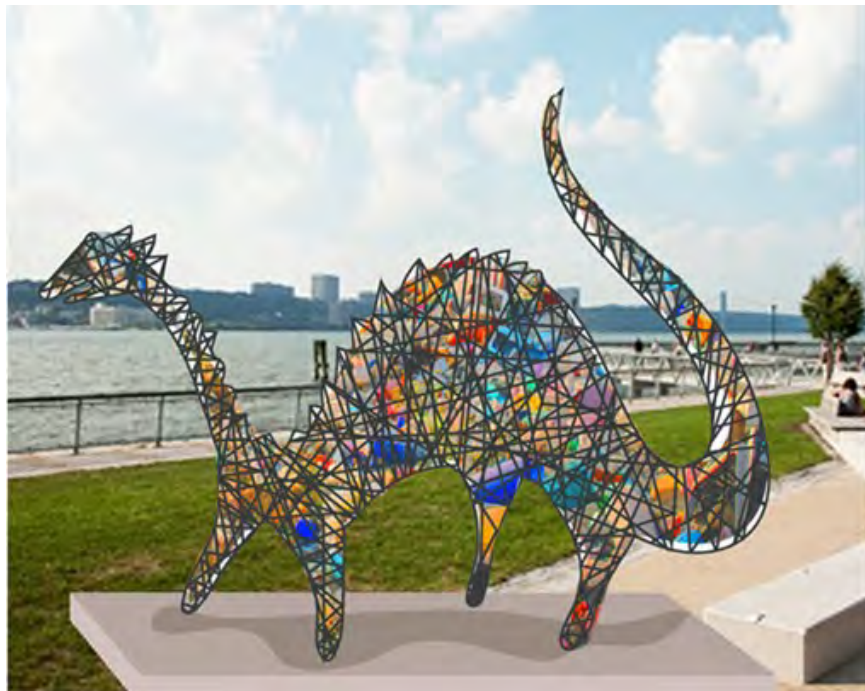
Create a sculpture that would highlight the monster about pollution in Lake Erie by creating a hollow sculpture in the shape of the mythical Lake Erie Monster that would be moved to a festival once a year to collect Lake Erie trash and highlight the ongoing effort to maintain Lake Erie, Sandusky Bay, and surrounding environment.

#### **BUDGET:**

Budget: \$30,000

Sources: PCAAF, foundations, grants, private sponsorship

#### **Example:**



## **PROPOSED PROJECTS**

### ***Project 7: Hippos***

#### **PROJECT DESCRIPTION:**

The Hippos that currently sit in Washington Park during the Holiday Season were once a mainstay at Cedar Point. This project would clean them up and prepare them for placement on the Jackson Street Pier in 2020 to celebrate the 150th Anniversary of Cedar Point; they then could be placed at other locations in 2021 and beyond.

#### **BUDGET:**

Budget: Unknown

Sources: PCAAF

#### **Example:**



## **PROPOSED PROJECTS**

### ***Project 8: Business Partnership Grant***

#### **PROJECT DESCRIPTION:**

A business, either in partnership with an artist or in partnership with the Sandusky Public Arts and Culture Commission, would be able to submit a grant application for the design and installation of a piece of artwork to be placed or viewed by the public.

#### **BUDGET:**

Budget: \$15,000.00

Sources: PCAAF

#### **Examples:**



## **PROPOSED PROJECTS**

**Example:**



## **PROPOSED PROJECTS**

### ***Project 9: Artist Led Grant***

#### **PROJECT DESCRIPTION:**

Artists are able to submit projects through a grant application for the design and installation of a piece of artwork(s) to be placed or viewed by the public.

#### **BUDGET:**

Budget:: \$15,000

Sources: PCAAF

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# BUDGET BREAKDOWN

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*The budget is made up of various funding sources including dollars from the Public and Cultural Art and Acquisition Fund (PCAAF), the Sandusky Neighborhood Initiative, Grants, and other funding sources.*

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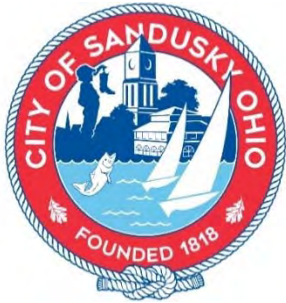
Proposed Project	Cost	PCAAF	Neighborhood Initiative	Grant	Other
Graffiti Wall	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City Hall Gallery/Scholarship	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00
Temporary Sculpture Exhibit	\$10,000.00	\$2,000.00	\$0.00	\$0.00	\$10,000.00
Hayes Avenue Project	\$40,000.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00
Lake Erie Monster	\$30,000.00	\$7,500.00	\$0.00	\$5,000.00	\$17,500.00
Hippos	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00
Grants	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00
Business Partnership Grants	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Artist Led Grant	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$116,000.00	\$65,500.00	\$20,000.00	\$5,000.00	\$27,500.00

Available PCAAF Funds 2020: \$42,000.00

Available Funds Left from 2019: \$30,000.00

**Total Available Funds: \$72,000.00**





## **FINANCE DEPARTMENT**

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5776  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: Eric Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: March 10, 2020  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

It is requested that an ordinance be approved authorizing payment to Software Solutions Incorporated of Dayton, Ohio, for the annual support fee for the period April 1, 2020 through March 31, 2021. The City uses this software for payroll, utility billing, asset management, and financial management. The City has used Software Solutions Incorporated since 1995.

### **BUDGETARY INFORMATION:**

The total cost for the annual support fee is \$31,367.71. Of this amount, \$15,683.85 will be paid by the General Fund, \$7,841.93 by the Water Fund, and \$7,841.93 by the Sewer Fund.

### **ACTION REQUESTED:**

It is requested that legislation be approved authorizing payment in the amount of \$31,367.71 to Software Solutions Incorporated, for the annual support fee for the period April 1, 2020 through March 31, 2021, in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is because the payment is due.

CC: Trevor Hayberger, Law Director



Personal Attention. Public Solutions.

8534 Yankee Street, Suite 2B  
Dayton, OH 45458

## INVOICE

Invoice #:	INV-0005388
Invoice Date:	02/20/2020
Term:	Net 30
Due Date:	03/21/2020
PO #:	

Bill To:  
Sandusky, City of  
222 Meigs St  
Sandusky, OH 44870

  
FINANCE

Ship To:  
Sandusky, City of  
222 Meigs St  
Sandusky, OH 44870

### Description

Annual Software Support Contract for Visual Intelligence for period 04/01/2020 thru 03/31/2021

SUBTOTAL	\$31,367.71
Sales Tax	\$0.00
TOTAL	\$31,367.71

### We've Moved!

Our new headquarters is located at  
8534 Yankee Street, Suite 2B  
Dayton, Ohio 45458

## CERTIFICATE OF FUNDS

In the Matter of: Software Solutions Inc. Annual Support fee

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: 3/17/2020

By:



Michelle Reeder

Finance Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO SOFTWARE SOLUTIONS INCORPORATED OF DAYTON, OHIO FOR THE ANNUAL SOFTWARE SUPPORT FEE FOR THE PERIOD APRIL 1, 2020, THROUGH MARCH 31, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City has used Software Solutions Incorporated since 1995 and currently uses this software for payroll, utility billing, asset management, and financial management; and

**WHEREAS**, the cost for the annual software support fee for the period April 1, 2020, through March 31, 2021, is \$31,367.71 of which \$15,683.85 will be paid with General Funds, \$7,841.93 will be paid with Water Funds and \$7,841.93 will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment to Software Solutions Incorporated immediately as the payment is due; 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 Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Software Solutions Incorporated of Dayton, Ohio in an amount **not to exceed** Thirty One Thousand Three Hundred Sixty Seven and 71/100 Dollars (\$31,367.71) for the annual software support fee for the period April 1, 2020, through March 31, 2021.

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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 23, 2020



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Ave.  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: March 10, 2020

Subject: **Commission Agenda Item – 2020 Erie County Metropolitan Planning Organization (MPO) Application for State Fiscal Year 2024-2025**

**ITEM FOR CONSIDERATION:** Legislation approving the submission of three applications to the Erie County Metropolitan Planning Organizations (MPO), and authorizing the City Manager to execute an LPA Federal Project Agreement with the Ohio Department of Transportation (ODOT) as required for potential future funding of these projects.

**BACKGROUND INFORMATION:** The National Transportation Act has made Federal funds available for use by Local Public Authorities (LPA's like the City of Sandusky) through the Federal Highway Administration which has designated ODOT as the agency to administer FHWA's Federal Funding Programs in the state. The Ohio Revised Code allows ODOT the opportunity to enter into contracts with public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection and acceptance of any projects administered by ODOT provided the administration is performed in accordance with Federal and State laws and regulations.

The MPO is accepting applications to fund transportation projects for State Fiscal Year 2024-2025 or possibly earlier if funds become available from cost underruns on currently established projects. The three projects staff is requesting approval to apply for are listed below.

Project	City's Portion	MPO Portion	Total Engineer's Estimate
E. Water St. Franklin to Meigs St.	\$123,858.88	\$465,945.30	\$600,604.18
E. Perkins Ave. 900' E. from Milan to Remington Ave.	\$119,359.78	\$449,020.08	\$568,379.86
W. Monroe Street Broadway to Camp St.	\$497,021.03	\$340,822.97	\$837,844.00

In order to qualify for federal funding through the MPO, the functional classification of the street in the city must classify as an urban collector or above. Monroe St. and E. Perkins Ave are classified as a Minor Arterial streets and Water St. is classified as a Major Collector.



All three projects would include milling existing pavements, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, as needed, limited curb and gutter improvements, adjustments of manholes, catch basins and valve boxes, new ADA curb ramps and pavement markings.

E. Water St. also includes an almost 1500' segment of the Sandusky Bay Pathway and "bump-outs" of the curbing through this section, effectively narrowing the roadway at intersections to make crossing it easier for pedestrians and cyclists. On-street parking looks to be accommodated on both sides within the existing roadway width.

W. Monroe St. improvements includes the addition of a Storm sewer, dedicated to taking the roadway runoff and other "clean water" connections from the adjacent properties. This work has been desired for a while in the area of the current "combined" sewer system. There is enough quantity in this estimate to replace an entire side of curbing, if need be, for the new storm sewer's alignment.

E. Perkins Ave. work includes extending the sidewalk on the North side of the roadway from Balconi Monuments to Remington Ave., connecting pedestrians on the East side of town to the US 250 business corridor.

The City has been very successful with obtaining MPO funds for roadway projects. Since its inception in 2003, the MPO has helped to fund the Cleveland Road Delineator Project, Lions Park Bike Path Project Phase II, Monroe Street Resurfacing Project Phase I, Mills Street Reconstruction, Hayes Avenue Underpass, Cedar Point Drive Resurfacing, Camp Street Underpass Rehabilitation Project, Water Street Rehabilitation and Paving Project, First Street Resurfacing Project, Columbus Ave Resurfacing, and Meigs Street Reconstruction.

The MPO now requires the legislative body of communities to supply legislation in support of an application at the time of submittal.

**BUDGETARY INFORMATION:** The construction estimate for each project is shown above. If awarded, the respected matches would be allocated in the 5-year capital budget from an account with funds available for infrastructure such as CDBG, Issue 8, Sewer Fund, Storm Water Fund, Street Fund, Water Fund or General Fund.

**ACTION REQUESTED:** It is recommended that the necessary legislation be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to submit applications between the March 1<sup>st</sup> opening date and April 30<sup>th</sup> due date.

I concur with this recommendation:

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Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

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

**A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION TO THE ERIE REGIONAL PLANNING COMMISSION METROPOLITAN PLANNING ORGANIZATION (MPO) FOR FINANCIAL ASSISTANCE FOR THE EAST WATER STREET RESURFACING PROJECT AND, IF AWARDED, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the National Transportation Act has made available certain Federal funding for use by Local Public Authorities (LPA's like the City of Sandusky) through the Federal Highway Administration (FHWA) which has designated the Ohio Department of Transportation (ODOT) as the agency to administer FHWA's Federal funding programs; and

**WHEREAS**, the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with appropriate public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT provided such administration is performed in accordance with all applicable Federal and State laws and regulations; and

**WHEREAS**, if approved this grant funding will provide for improvements to East Water Street from Franklin Street to Meigs Street and includes milling existing pavements, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, limited curb and gutter improvements, adjustments to manholes, catch basins and valve boxes, new ADA curb ramps and pavement markings, and also includes almost 1500 feet of the Sandusky Bay Pathway and "bump-outs" of the curbing; and

**WHEREAS**, the total estimated cost of the project is \$600,604.18 and, if awarded, \$465,945.30 will be paid with FHWA funds received through ODOT and the Erie County Metropolitan Planning Organization and the remaining balance of \$123,858.88 will be allocated in the 5-year Capital Budget from an account with funds available for infrastructure such as Community Development Block Grant Funds, Issue 8, Water Funds, Sewer Funds, Storm Water Funds, Street Funds, or General Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the application to the Erie County Metropolitan Planning Organization (MPO) by the deadline 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, 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 hereby approves the submission of an application for financial assistance to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for the East Water Street Resurfacing Project, and authorizes and directs the City Manager to sign and enter into a **LPA Federal Local-Let Project Agreement** with the Ohio Department of Transportation and lawfully expend funds consistent with the application and agreement should they be awarded.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Resolution 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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 23, 2020

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

**A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION TO THE ERIE REGIONAL PLANNING COMMISSION METROPOLITAN PLANNING ORGANIZATION (MPO) FOR FINANCIAL ASSISTANCE FOR THE WEST MONROE STREET RESURFACING PROJECT AND, IF AWARDED, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the National Transportation Act has made available certain Federal funding for use by Local Public Authorities (LPA's like the City of Sandusky) through the Federal Highway Administration (FHWA) which has designated the Ohio Department of Transportation (ODOT) as the agency to administer FHWA's Federal funding programs; and

**WHEREAS**, the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with appropriate public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT provided such administration is performed in accordance with all applicable Federal and State laws and regulations; and

**WHEREAS**, if approved this grant funding will provide for improvements to West Monroe Street from Broadway Street to Camp Street and includes milling existing pavements, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, limited curb and gutter improvements, adjustments to manholes, catch basins and valve boxes, new ADA curb ramps and pavement markings, and also includes the addition of a storm sewer and curbing, if needed, for the new storm sewer's alignment; and

**WHEREAS**, the total estimated cost of the project is \$837,844.00 and, if awarded, \$340,822.97 will be paid with FHWA funds received through ODOT and the Erie County Metropolitan Planning Organization and the remaining balance of \$497,021.03 will be allocated in the 5-year Capital Budget from an account with funds available for infrastructure such as Community Development Block Grant Funds, Issue 8, Water Funds, Sewer Funds, Storm Water Funds, Street Funds, or General Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the application to the Erie County Metropolitan Planning Organization (MPO) by the deadline 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, 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 hereby approves the submission of an application for financial assistance to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for the West Monroe Street Resurfacing Project, and authorizes and directs the City Manager to sign and enter into a **LPA Federal Local-Let Project Agreement** with the Ohio Department of Transportation and lawfully expend funds consistent with the application and agreement should they be awarded.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Resolution 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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 23, 2020

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

**A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION TO THE ERIE REGIONAL PLANNING COMMISSION METROPOLITAN PLANNING ORGANIZATION (MPO) FOR FINANCIAL ASSISTANCE FOR THE EAST PERKINS AVENUE RESURFACING PROJECT AND, IF AWARDED, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the National Transportation Act has made available certain Federal funding for use by Local Public Authorities (LPA's like the City of Sandusky) through the Federal Highway Administration (FHWA) which has designated the Ohio Department of Transportation (ODOT) as the agency to administer FHWA's Federal funding programs; and

**WHEREAS**, the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with appropriate public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT provided such administration is performed in accordance with all applicable Federal and State laws and regulations; and

**WHEREAS**, if approved this grant funding will provide for improvements to 900 feet of East Perkins Avenue from Milan Road to Remington Avenue and includes milling existing pavements, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, limited curb and gutter improvements, adjustments to manholes, catch basins and valve boxes, new ADA curb ramps and pavement markings, and also includes extending the sidewalk on the north side of the roadway from Balconi Monuments to Remington Avenue, connecting pedestrians on the east side of town to the U.S. 250 business corridor; and

**WHEREAS**, the total estimated cost of the project is \$568,379.86 and, if awarded, \$449,020.08 will be paid with FHWA funds received through ODOT and the Erie County Metropolitan Planning Organization and the remaining balance of \$119,359.78 will be allocated in the 5-year Capital Budget from an account with funds available for infrastructure such as Community Development Block Grant Funds, Issue 8, Water Funds, Sewer Funds, Storm Water Funds, Street Funds, or General Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the application to the Erie County Metropolitan Planning Organization (MPO) by the deadline 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, 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 hereby approves the submission of an application for financial assistance to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for the East Perkins Avenue Resurfacing Project, and authorizes and directs the City Manager to sign and enter into a **LPA Federal Local-Let Project Agreement** with the Ohio Department of Transportation and lawfully expend funds consistent with the application and agreement should they be awarded.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Resolution 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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 23, 2020



## ADMINISTRATIVE SERVICES

240 Columbus Ave.  
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Stuart Hamilton, I.T Manager

Date: March 10th, 2020

Subject: **Commission Agenda Item – Wonderware Support and Maintenance 2020-2021**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the payment for one year of support and maintenance services from Wonderware North (Q-mation), of Horsham, PA, for the period of May 23<sup>rd</sup>, 2020 through May 22<sup>nd</sup>, 2021.

**BACKGROUND INFORMATION:** We rely on Wonderware for our day to day management of the SCADA system and required reporting for the WWTP. This application is the Human Interface for the Plant staff that allows control of the equipment, while also logging detailed information for decision making and compliance reporting. This agreement is for support and maintenance which includes updates we require to stay current each year with our support and maintenance agreement.

Our support and maintenance provides us with technical support and software updates for our software, and training to ensure we use our product in the most effective way.

**BUDGETARY INFORMATION:** The cost for this support and maintenance agreement for a 12-month period will be \$12,734 and will be paid with funds from the Sewer operating budget.

**ACTION REQUESTED:** It is recommended that the proper legislation be prepared to enter in to agreement with Wonderware North (Q-mation) to purchase one year of support and maintenance. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to ensure no break in coverage and continued management of the plant.

I concur with this recommendation:

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Eric Wobser, City Manager

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Stuart Hamilton, I.T Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

## **CERTIFICATE OF FUNDS**

In the Matter of: WWTP SCADA Annual software fee

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: 3/17/2020

By: Michelle Reeder

Michelle Reeder

Finance Director



March 16, 2020

Company Name	<b>Sandusky WWTP</b>
Contact	<b>John Hall</b>
Support Agreement ID	<b>120956</b>
Support Level	<b>Standard</b>
Effective Expiration Date	<b>April 22, 2020</b>
Reference	<b>SanduskyWWTP_120956_Hall_05222020WCF</b>

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John:

Thank you for your investment in Wonderware products and participation in the **AVEVA Wonderware Customer FIRST Support Program**. The Customer FIRST Support Program ensures that you continue to get the most value from your investment by providing access to software license upgrades along with convenient access to highly skilled resources to remedy any issues you experience as you install, fine-tune, and upgrade your Wonderware software. Through any phase of your application lifecycle, Customer First membership gives you the support, services and resources you need to be successful.

#### **Wonderware Customer FIRST includes the following benefits:**

- Free software version upgrades, fixes, patches and service packs keep your Wonderware software current and secure, leveraging new features and ensuring that existing applications keep running
- Customer FIRST mobile app gives you a quick overview of your support and services agreement
- Access to award-winning live technical support, with expert assistance throughout the software lifecycle
- Software Utilities – Leverage a growing stable of software utilities, including: the Wonderware Software Asset Manager, to quickly and easily track and manage your Wonderware software licenses and apply security and performance software updates at multiple locations; and the Customer FIRST Benefits Mobile App, to get a quick overview of your support and services agreement
- Optional Services and System Management – Enjoy access to a wide array of optional services and discounts, based on the needs of your business and your budget. *The exact features vary with the Wonderware software you own.*

#### **PLUS with Premium and Elite memberships, enjoy the following additional benefits:**

- Access to 24/7/365 technical support
- Up to 24 hours of expert guidance on best practices, from initial rollout through ongoing phases of your Wonderware installation through dedicated technical support consulting services
- Free Software License Replacements for damaged or lost licenses

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Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement lapses, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.



## Wonderware Customer FIRST Support Renewal

**Effective Expiration Date:** April 22, 2020  
**Agreement Expiration Date:** May 22, 2020

**Standard Level Support**

The Effective Expiration Date is in advance to the Agreement Expiration Date to allow you time to process and execute purchase activity to avoid late fees.

The renewal quotation below is based on the attached list of licenses registered to your site. Please review license list below for accuracy and alert us of changes, upon which we will revise the proposal and official License List accordingly. Licenses not on the agreement will not be eligible for support/upgrades.

You have the flexibility to choose between Standard, Premium and Elite levels of support. Below is the price to maintain your current level of support – please let us know if you would like pricing on any alternate levels.

Part Number	Description	Price
WWCFS-2000	Wonderware Customer FIRST Agreement – Standard Level – One Year	\$12,734

A budgetary number for planning purposes for the upcoming support year(s) can be provided at request. The final support agreement pricing for the next year is typically based on an inflationary (0-1.5%) increase in license value as well as licenses purchased during the support agreement term.

Simply call or e-mail me if you have any questions.

Best Regards,

**John Karabudak**

Wonderware North  
JKarabudak@wonderwarenorth.com

Reference WCF Support Agreement ID 120956 and address your order to Wonderware North (Q-mation)

Ordering Information	Terms & Conditions
Wonderware North (Q-mation) 425 Caredean Drive Horsham, PA 19044  <b>Email</b> sales@wonderwarenorth.com <b>Fax</b> (215) 675-9712 <b>Phone</b> (877) 900-4996	<ol style="list-style-type: none"><li>1. Quotation is valid for 60 days from date of issue.</li><li>2. Quotation does not include any taxes. Tax exemption number must be on file or applicable taxes will be added.</li><li>3. Tax ID: 23-2549974</li><li>4. Payment terms are Net 30 Days</li><li>5. Software delivery is 1 – 2 weeks ARO</li><li>6. Transportation is prepaid and added</li><li>7. F.O.B. is Wonderware North, Horsham, PA</li></ol>

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement lapses, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.



### Sandusky WWTP (Sandusky, OH) - License List

Part Number	Part Description	Software License Number
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106662-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106663-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106664-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106665-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106666-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106667-1
HstClt-01-U-17	Upg, Wonderware Historian Client Concurrent	1106670-1
WWCAL-11-U-16	Upg, WW CAL with MS CAL Runtime Single, SQL 2016 Std	1106671-1
DevStd-04-U-17	Upg, Dev Studio 2017 Unlim Unlim / 60000 / 500	1106672-1
56-00015	HMI Reports 3 Reports	1106673-0
OIServ-01-N-17	OI Servers Standard G-2.0	1929511-0
InTch-06-N-17	InTouch 2017 Runtime 60000 Tag with I/O	1951891-0
HstClt-01-N-17	Wonderware Historian Client Concurrent	1956238-0
HstClt-01-N-17	Wonderware Historian Client Concurrent	1956239-0
HstStd-03-N-17	Historian 2017 Standard, 5000 Tag	1106668-2
09-0070	Information Server Portal	1106669-0(part of 1106668)



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

**AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO WONDERWARE NORTH (Q-MATION) OF HORSHAM, PENNSYLVANIA, FOR THE RENEWAL OF THE CUSTOMER FIRST SUPPORT PROGRAM FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SOFTWARE AT THE WASTEWATER TREATMENT PLANT (WWTP) FOR THE PERIOD OF MAY 23, 2020, THROUGH MAY 22, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Wastewater Treatment Plant runs Wonderware software to control its SCADA system, which is the monitoring and control system that allows operators to effectively run the facility and shows real-time information, including flows, chemicals, alarms, and many other parameters; and

**WHEREAS**, this City Commission authorized the City Manager to enter into an agreement with Rovisys, of Aurora, Ohio, to update the Wonderware Supervisory Control and Data Acquisition (SCADA) software at the Wastewater Treatment Plant (WWTP) by Ordinance No. 18-058, passed on March 12, 2018; and

**WHEREAS**, the Wonderware Customer FIRST Support Program provides support services including software upgrades and technical support; and

**WHEREAS**, the total cost for the renewal of the support services is \$12,734.00 and will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow payment to be made to Wonderware North (Q-mation) in a timely manner to ensure there are no breaks in coverage and continued management of the plant; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Wonderware North (Q-mation) of Horsham, Pennsylvania, for the renewal of the Customer FIRST Support Program for the Supervisory Control and Data Acquisition (SCADA) software at the Wastewater Treatment Plant (WWTP) for the period of May 23, 2020, through May 22, 2021, in an amount **not to exceed** Twelve Thousand Seven Hundred Thirty Four and 00/100 Dollars (\$12,734.00).

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 23, 2020



## COMMUNITY DEVELOPMENT

240 Columbus Avenue, 4<sup>th</sup> Floor  
Sandusky, Ohio 44870  
419.627.5832  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: March 17, 2020

RE: City Commission Agenda Item

**ITEM FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 515 Cold Creek Blvd and further identified by the Erie County Auditor as Permanent Parcel No. 60-00043.023.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on February 24, 2014 pursuant to Resolution 008-14R and received a Sheriffs Deed on December 10, 2015, through foreclosure for delinquent real estate taxes. Robert Tillman and Loretta McDonald have requested acquisition of this vacant nonproductive land and the Land Bank Committee recommended the acquisition and sale on March 16, 2020.

The vacant lot is located in the Cold Creek Crossing Subdivision and Mr. Tillman and Ms. McDonald propose to construct a single-family residential structure on the parcel that will be owner occupied. Wayne Homes will be contracted to construct a 2,234 sq. ft. home with an attached two (2) car garage that will have three (3) bedrooms and two and one half (2 1/2) baths. Construction is scheduled for spring 2020 and the purchasers would like transfer of the title as soon as possible so they can finalize design and finish selections.

Sale of lots in the Cold Creek Crossing Subdivision slowly came to a halt during the housing crisis of 2008 and soon thereafter, the development company quit paying property taxes and assessments. The Land Bank has acquired the remaining parcels consisting of forty seven (47) parcels of vacant residential land and five (5) reserve areas. Subject to future City Commission approval, it is the Land Bank Committee's intent that a request for proposals (RFP) be issued for the Cold Creek Crossing Subdivision parcels in order to solicit a private developer to purchase the lots in bulk and complete the construction of the subdivision. However in the interim, the Land Bank Committee does not want to impede progress and would like to be responsive to those that request to purchase a parcel for new construction thereby putting the non-productive property back into tax producing status in a timely fashion.

The purchase price for the property will be twenty-five thousand dollars (\$25,000.00), which is approximately the current Erie County Auditor's valuation of the property and no less than fair market value.

The sale of the parcel will provide new residential in-fill housing that will protect and enhance surrounding property values and will help work toward the completion of the Cold Creek Crossing Subdivision. Not only will this vacant non-productive parcel be put back into tax producing status, but the new residential construction will provide increased revenue for the taxing districts.

**BUDGET IMPACT:** The City will recoup the cost of the expenses from the sale, if any. Out of the remaining proceeds of the sale, nine thousand three hundred thirty nine dollars and thirty two cents (\$9,339.32) will be applied to the future assessments on the property and the rest will be applied to debt service on the infrastructure bonds.

The taxing districts will begin collecting real estate taxes of approximately five hundred nine dollars (\$509.00) per year for the vacant land, plus real property taxes that will be assessed at 35% of the appraised value of the new structure.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Robert Tillman and Loretta McDonald to sell the property no longer needed for any municipal purpose located at 515 Cold Creek Blvd, and further identified by the Erie County Auditor as Permanent Parcel No. 60-00043.023 for a purchase price of twenty five thousand dollars (\$25,000.00). It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing within thirty (30) days as usual and customary in the sale of real estate.

---

Debi Eversole  
Housing Development Specialist

I concur with this recommendation:

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Matthew D. Lasko  
Chief Development Officer

---

Eric L. Wobser  
City Manager

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Michelle Reeder, Finance Director

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

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 60-00043.023, LOCATED AT 515 COLD CREEK BOULEVARD IN THE COLD CREEK CROSSING SUBDIVISION IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, the City Commission previously authorized the acquisition of the property located at 515 Cold Creek Boulevard, Parcel No. 60-00043.023 by Resolution No. 008-14R, passed on February 24, 2014, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

**WHEREAS**, Robert Tillman and Loretta McDonald have requested to purchase this vacant nonproductive land for the purpose to construct a single-family residential structure with three (3) bedrooms, two and one-half (2-½) bathrooms, and an attached two (2) car garage; and

**WHEREAS**, the purchase price of the property is \$25,000.00, which is the current Erie County Auditor's valuation of the property and no less than fair market value; and

**WHEREAS**, the Land Bank Committee met on March 16, 2020, and approved the acquisition and sale of this property to Robert Tillman and Loretta McDonald; and

**WHEREAS**, any customary fees that may be due and payable in the ordinary course of the sale and purchase transaction will be recouped by the City upon sale and of the remaining proceeds, \$9,339.32 will be applied to the future assessments on the property and the balance will be applied to debt service on the infrastructure bonds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within (30) days as usual and customary in the sale of real estate; 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 finds, determines and declares that the Property, Parcel No. 60-00043.023, located at 515 Cold Creek Boulevard in the Cold Creek Crossing Subdivision, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchasers, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this



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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 23, 2020

### **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio hereinafter referred to as the "Seller" and Robert Tillman and Loretta McDonald, 202 Stoney Brook Drive, Elyria, Ohio 44035 hereinafter referred to as the "Purchasers".

#### **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 Purchasers and the Purchasers agree to purchase from the Seller, one unimproved parcel of real property known as Lot Number twenty-three (23) located on Cold Creek Blvd in the Cold Creek Crossing Subdivision, Sandusky, Ohio, and identified as Erie County Parcel No. 60-00043.023, and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located on known as Lot Number twenty-three (23) located on Cold Creek Blvd in the Cold Creek Crossing Subdivision, Sandusky, Ohio, shall be twenty five thousand dollars (\$25,000.00), which approximately the current Erie County Auditor's valuation of the property.
3. Purchasers have read and fully understand the Deed Restrictions of the Cold Creek Subdivision filed for record at RN 200312407, Erie County, Ohio Records and agree to abide by the same. A copy of the Deed Restrictions is attached hereto and incorporated herein as Exhibit "B."
4. Seller shall furnish to Purchasers a quit claim deed conveying to Purchasers all the Seller's interest in the Property. The Property shall be free and clear of liens, delinquent taxes and assessments, and penalties and interest upon transfer of title. Purchasers shall pay all the taxes and assessments due and payable after the date of closing.
5. Purchasers shall construct one (1) single-family residential dwelling on the Property in accordance with the plans attached hereto and incorporated herein as Exhibit "C", which shall be owner occupied. Completion of construction shall occur within twelve (12) months from start of construction, which is scheduled to be on or after April 1, 2020. If the Purchasers fail

to complete construction within twelve (12) months from the closing date, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchasers.

6. The closing date of this transaction shall be no later than 30 days of the executed Purchase Agreement 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 Inc., 327 E. Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller 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.

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

8. On the closing date, the escrow agent shall first, pay to the Erie County Treasurer the balance of the future special assessments due on the Property out of the proceeds of the sale, and then file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

9. The expenses of closing shall be paid in the following manner:

- a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchasers.
- b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchasers in the manner described in this Agreement shall be paid by Purchasers.
- c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
- d) The cost of transfer and recording of the deed shall be paid by Purchasers.

- e) Any tax imposed on the conveyance of title to the property to Purchasers shall be paid by Purchasers.
- f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchasers.

10. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.

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

12. In the event that the Purchasers breach this Agreement by not closing this transaction on or before 30 days of the executed Purchase Agreement or at such other time as may be mutually agreed upon, in writing, by the parties, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

13. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

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

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

**SIGNATURE PAGES TO FOLLOW**

SELLER:

CITY OF SANDUSKY

\_\_\_\_\_  
Eric L. Wobser  
City Manager

STATE OF OHIO )  
                          ) ss:  
ERIE COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

PURCHASERS:

\_\_\_\_\_  
Robert Tillman

\_\_\_\_\_  
Loretta McDonald

STATE OF OHIO )

) ss:

ERIE COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said County and State, personally appeared Robert Tillman and Loretta McDonald and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Trevor Hayberger #0075112  
Law Director, City of Sandusky



**EXHBIT "A"**

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

**Being Lot Number Twenty-Three (23) in Cold Creek Crossing Subdivision Phase I as recorded in Plat Volume 43, Pages 82 & 83, Erie County, Ohio Records.**

**Property Address: Cold Creek Boulevard, Sandusky, Ohio 44870**  
**Tax ID No: 60-00043.023**  
**Tax Mailing Address: 240 Columbus Avenue, Sandusky, Ohio 44870**

DRAFT

MIDLAND TITLE SECURITY, INC.  
490897

RN 200312407 Page 1 of 7  
ERIE COUNTY OHIO RECORDER  
Tish Fraley 7P  
RECORDING FEE: 34.00  
CTR Date 06/27/2003 Time 13:44:58

**DEED RESTRICTIONS  
COLD CREEK SUBDIVISION  
SANDUSKY, ERIE COUNTY, OHIO**

KNOW ALL MEN BY THESE PRESENTS, that the Cold Creek Development Co., Ltd an Limited Liability Company organized under the laws of the State of Ohio, whose principal place of business is in the City of Sandusky, County of Erie and State of Ohio, the Grantor, all reference herein to which shall be held to include its designees, successors and assigns, with reference to the following property:

Lot numbers one (1) through ninety-five (95) of the Cold Creek Subdivision on file with the Erie County Recorder.

For its benefit and for the benefit of its heirs, assigns, and grantees hereby reserves and subjects the property listed herein and any later subdivisions thereof to the following restrictions that shall run with the land and be binding upon all subsequent purchasers conveyed.

**PROTECTIVE COVENANTS AND RESTRICTIONS**

This conveyance and the rights of grantee under it are subject to the following restrictions, which are part of a general plan to maintain residential standards in the subdivision. The other lots in the subdivision are subject to similar restrictions.

(A) No lot shall be used except for residential purposes. All buildings constructed on the Subdivision for use as single-family dwellings shall have the following minimum footprint, exclusive of basements, attics, garages, garage spaces, porches, decks, and unheated areas:

- (i) One-story-1200 square feet;
- (ii) One and ½ story-800 square feet on the main floor
- (iii) Two-story-700 square feet on the main floor; and
- (iv) All other, including split levels-1200 square feet, except patio homes, which shall have a minimum of 1200 square feet; provided, that because of the different sizes and characters of Lots that may be in the Additional Property, different minimum footprints may be established for such Lots in supplemental declarations subjecting those Lots to this plan.

No building constructed on the Subdivision for use as a single family dwelling shall have a height greater than 35 feet, measured from the finish grade of the Subdivision at the main entrance of the building to the ridge of the roof or to any other element of the building (excluding chimneys, flues, and vents), or such other height as may be contained in any restriction that Grantor may impose on any particular Lot or

9/10/03  
Tish Fraley

RECORDED  
2003 JUN 27

Lots. All buildings constructed on the Subdivision for use as a single-family dwelling shall include as part of the construction a two (2) car attached garage.

(B) No excavation, building, or other structure or thing, including a fence, shall be commenced, built, or installed, nor shall any addition, change, or alteration to any structure on any lot be made, unless plans and specifications, including location, elevations, slopes, landscaping, and grades, have been submitted to, and approved in writing by, the Grantor or its designee.

Neither Grantor or its designee nor any member of any property owner's association designated by the Grantor to review such plans and specifications nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes in judgment, negligence of nonfeasance arising out of or in connection with the approval or disapproval or failure to approve the same. Every person and entity who submits plans and specifications to the Grantor or its designee, covenants by submission thereof, that he, she or it will not bring any action or suit against any of the foregoing to act or to recover any damages.

An owner of any Lot shall cause any improvement thereon to be diligently pursued to completion, including the installation of approved landscaping and a lawn, within eighteen (18) months after the date of construction was commenced. In the event construction of any improvement is not completed within the aforesaid time limits, or as extended by the Grantor or its designee, in their sole discretion (but only for good cause shown), the owner shall pay the Association as liquidated and agreed damages, since the ascertainment of actual damages would be difficult if not impossible to accurately ascertain, the sum of \$50 per day that the construction remains incomplete after the date required herein.

(C) No building shall be located on any lot nearer to the front lot line or to a side street than the minimum setback lines shown on the recorded subdivision plat. Eaves and steps shall not be considered in determining compliance with setback lines, but this shall not be construed to permit encroachment by any part of a structure on another's land.

(D) No obnoxious or offensive activity, and no activity which is or may become an annoyance or nuisance to the neighborhood, shall be carried on or permitted on any lot.

(E) No trailer, basement, tent, shack, garage, barn, outbuilding, or temporary structure shall be used on any lot as a temporary or permanent residence.

(F) No livestock, poultry, or animals of any kind shall be raised, bred, or kept on any lot, other than cats, dogs, or other household pets not raised, bred, or kept for a commercial purpose.

(G) No soil shall be removed for any commercial purpose.

(H) No lot shall be used or maintained as a dumping ground. Trash, garbage, garden waste, and other rubbish and waste shall be placed in proper containers for

collection. Incinerators, trash cans, and other equipment for storing or disposing of rubbish and waste shall be kept clean.

(I) No fence, wall, or planting which obstructs sight lines between the heights of two and six feet shall be placed on any lot nearer than twenty-five feet from the intersection of the centerlines of two streets or alleys, or nearer than twenty-five feet from the point where a driveway enters a street, or otherwise so as to obstruct the view of a driver approaching an intersection or driveway or entering a street from a driveway.

(J) No motor vehicle, motor home, or other motor-driven vehicle in inoperable condition shall be parked on a lot, or on a street abutting a lot, for longer than thirty days, after which time the vehicle shall be considered a nuisance and removed from the lot. Recreational vehicles including campers, motor homes, boats and boat trailers, personal watercraft and personal watercraft trailers, and buses converted for recreational use shall not be parked between the right of way and the front of the main structure on a lot. On corner lots, recreational vehicles shall also not be parked in the side yard adjacent to the right of way. A minimum setback of three feet in width shall be maintained between recreational vehicles and the lot line of any side yard or rear yard.

(K) No sign of any kind shall be displayed on any lot, except for one sign of not more than five square feet to advertise the property for sale or rent, and except for promotional signs used by a builder during construction.

(L) Any fuel tank on a lot shall be placed underground or inside a dwelling. This restriction does not apply to a propane tank system installed by a public utility or its subsidiary.

(M) Each Lot owner agrees to maintain the Common Property between their Lot and the roadway curb, including, but not limited to, installation and maintenance of five foot sidewalks, the installation and maintenance of landscaping and /or a lawn, and the maintenance of trees in the boulevard along the street line originally supplied and installed by the Grantor. Trees shall be planted along the street on every lot in front of the house at locations and intervals so as to cause the least interference with street lighting and underground utilities. In the event that the trees supplied are in need of replacement the cost thereof shall be the responsibility of the lot owner and the replacement tree shall be of the same type as the original and the size of the replacement tree shall be of such height so as to substantially blend in with the surrounding trees.

(N) In order that the natural beauty of the Subdivision may be preserved, no living tree having a caliper measurement or diameter of two (2) inches or more shall be destroyed or removed from the Subdivision unless approved by the Grantor or its designee, in connection with their approval of the plans and specifications of the construction of improvements on the Subdivision or otherwise with the prior express written consent of the Grantor or its designee. In the event of a violation of this subparagraph, Grantor or its designee, may, at its option, cause any tree so removed or destroyed to be replaced with another tree and whoever has caused the removal or

destruction shall be liable for the cost of the replacement and the cost may be collected through all legal means including placing a lien against the lot owners real property.

(O) Each records owner of a fee interest in a Lot, at the time he, she or it acquires such fee interest, shall automatically become a member of the Cold Creek Property Owner's Association or its successor. The membership of the owner of a Lot shall automatically terminate at such time as that Lot owner ceases to own a fee interest in a Lot.

(i) The Property Association shall be known as the Cold creek Property Owner's Association and have the rights, powers, and duties established, invested, or imposed pursuant hereto, its Articles of Incorporation, Code of Regulations, its duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio corporations not-for-profit. Among other things, the Association, through its trustees, shall have the power to enforce and administer the restrictions set forth herein and in the design standards, own, maintain and operate the Common Property, dedicate public streets and thoroughfares, assume and fulfill its responsibilities hereunder, provide security for the Subdivision, pledge assets and receivables, levy and collect assessments, file property liens, maintain reserves, enter into contracts, and take such other actions as the trustees deem appropriate in fulfilling the Association's purposes. The property owner's association shall be formed, directed, and managed by a Board of Trustees consisting of three members who shall be property owners in said allotment, which Trustees shall be actual residents of said allotment except those Trustees who maybe such temporarily by virtue of representation of the Grantor during the period of the development of said allotment. The Grantor shall appoint the first members of the Board of Trustees. Thereafter the Trustees shall fill any vacancy on the Board of Trustees through the selection of a replacement by a majority vote of the trustees.

(ii) Voting rights of members shall be as provided in the Association's Code of Regulations.

(P) Violation or breach of any restriction contained herein shall give to the Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees the right, but not the obligation, to enter the property involved and correct the violation at the expense of the owner or owners of the property involved, the cost of which may be assessed and collected as a special individual Lot assessment.

(Q) Notwithstanding any other provision hereof, neither Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees shall owe a duty to any Lot owner,

or any party claiming through an owner, to enforce any covenant, restriction, condition, term, or provision of this Declaration. By purchasing a Lot, the owners thereof and the irrelative personal representatives, heirs, successors, and assigns hereby waive any claim against Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees and the respective successors and assigns and release Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees, and their respective successors and assigns, from any liability arising from the failure to enforce the provisions hereof.

(R) The Grantor reserves the sole right to grant consents for the construction and operation of public utility facilities in and upon any and all highways now existing or hereafter established upon which any portion of said premises may now or hereafter front or abut.

(S) The Grantor reserves the sole and exclusive right to establish grades and slopes on the premises hereby conveyed, and to fix the grade at which any building shall be hereafter erected or placed thereon, so that the same may conform to a general plan.

(T) The Grantor reserves and is hereby granted the exclusive right to grant consents and to petition the proper authorities for any and all street improvements such as grading, seeding, tree planting, sidewalks, paving, sewer and water installation, whether it be on the surface or sub-surface, which in the opinion of the Grantor are necessary in the Subdivisions of which the premises hereby conveyed are a part; and future Grantees agree to and by virtue of these restrictions do hereby consent to and affirm any agreements that may be entered into between the Grantor and any public authorities with respect to the installation of said improvements and with respect to binding any future Grantee and the premises hereby conveyed for the payment of the cost of said improvements, and future Grantee herein expressly agrees to pay their share of the cost chargeable to their property, and by these presents does hereby waive all notice with reference to said petitions, and hereby consents to all other acts and things that may be necessary in the matter, and hereby authorizes and agrees to affirm and ratify all such agreements and acts on the part of the Grantor in regard thereto.

(U) Grantor reserves to itself and its successors and assigns a perpetual easement in, through, under and/or over those portions of each Lot designated as easements on the plat of the Subdivision, or where such rights-of-way are necessary, for the construction, operation and maintenance of electrical, telephone and cable lines and conduits and water, gas and sewer lines and conduits, or any other public utility facilities, and a street lighting system, and no structure shall be erected or maintained upon any part of any Lot over or upon which easements for the installation and maintenance of such public utilities and sewer lines have been reserved;

Every Lot and the Common Property shall be burdened with easements for natural drainage of storm water runoff from other portions of Cold Creek Subdivision; provided, no person shall alter the natural drainage on any Lot so as to materially increase the



The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

(V) These restrictions run with the land, shall bind all parties and persons claiming under them for thirty years from the date these covenants are recorded, and shall be extended automatically for successive ten-year periods thereafter, unless prior to the expiration of any such period a majority of the then owners of the lots executes and records an instrument amending or extinguishing these covenants in whole or in part.

(W) These declaration, or any provision of it, may be terminated, modified, extended, amended, or revoked as to the whole or any portion of the Subdivision:

a) By Grantor, its successors or assigns, so long as it owns a Lot, to the extent necessary or desirable to correct typographical or factual errors or omissions, if any, to meet the requirements, rules or regulations of any local, state or federal governmental entity, agency or body, to meet the requirements of any institutional lender, or to clarify or amplify upon any of the provisions hereof.

b) With the approval of Lot owners holding not less than a majority of the voting power of the Lot owners in the Association, provided that any such amendment during the first fifteen (15) years after the date of the recording hereof must also be approved by Grantor or its successor or assign.

An amendment to these restrictions adopted with the consent(s) aforesaid, shall be executed with the same formalities as to execution as these restrictions by the President and Secretary of the Cold Creek Property Owner's Association, if done pursuant to Section (b), and shall contain their certifications that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Erie County, Ohio. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Lots. Lot Owners, their families, guests, invitees and their respective heirs, successors and assigns.

(X) A lot owner or other party in interest may enforce these restrictions in an action for damages or for an injunction to restrain violations against any person violating or attempting to violate these restrictions. A failure to object to a violation or enforce a restriction shall not constitute a waiver of the right to do so thereafter with respect to the same or subsequent violations.

WITNESS EXECUTION HEREOF, this 21st day of Nov, 2003.

Grantor: Cold Creek Development Co., Ltd.

Samara A. Pake  
Duff H. S. Milne

*Joseph F. Yost III*  
Joseph F. Yost III  
Its: Managing Member

STATE OF OHIO       )  
                              ) ss:  
COUNTY OF ERIE     )

Before me, a Notary Public for said county and state, personally appeared Joseph F. Yost III, the Managing Member of Cold Creek Development Co., Ltd., an Ohio Limited Liability Company, who did sign this instrument on behalf of the Cold Creek Development Co., Ltd., and who acknowledged that he was fully authorized to do so and did execute the foregoing instrument as his free act and deed, as Managing Member, and the free act and deed of Cold Creek Development Co., Ltd.

In witness whereof, I have hereunto set my hand and seal at Sandusky, Ohio, on  
21st day of Nov 2003.

Duffield E. Milkis  
Notary Public, State of Ohio  
My Commission Has No Expiration Date

This instrument prepared by Duffield E. Milkie of the law firm Buckingham, Lucal, McGookey & Zeiher Co., L.P.A., 414 Wayne Street, Sandusky, OH 44870



# The Jamestown



NEW! Farmhouse Elevation



Classic Elevation



Family Elevation



Craftsman Elevation

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**WAYNE HOMES**  
— EST. 1973 —

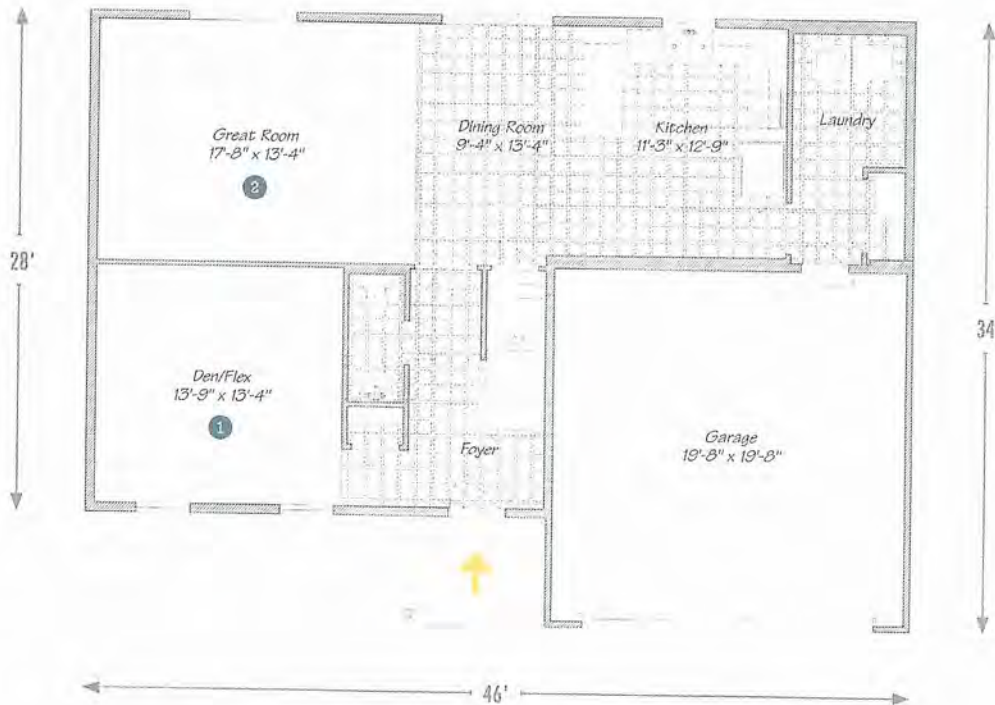
2,234 Sq Ft • 3 Bedroom • 2½ Bath • Two-Story



# The Jamestown

2,234 Sq Ft • 3 Bedroom • 2½ Bath • Two-Story

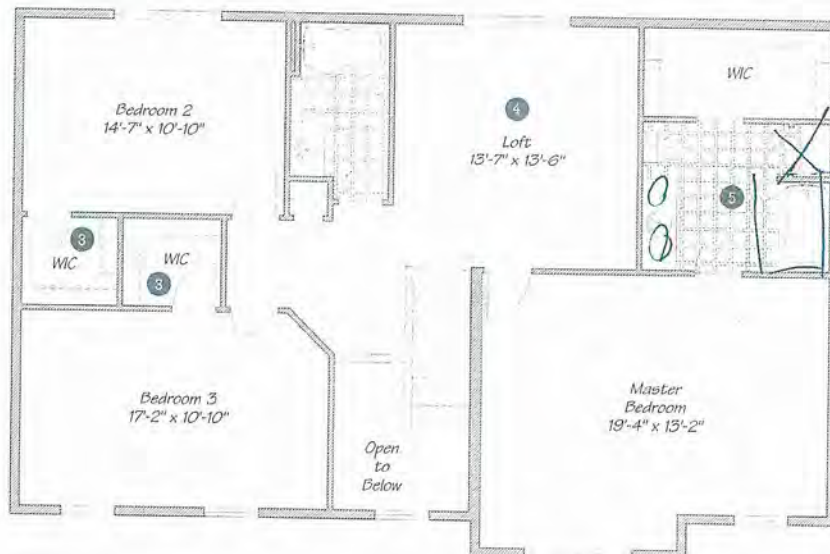
## 1<sup>ST</sup> FLOOR



① A large flex space works well for an office or den.

② Huge great room is perfect for casual get togethers.

## 2<sup>ND</sup> FLOOR



③ Bedrooms have plenty of closet space.

④ A great place for the kids to play, or can be converted to a fourth bedroom.

⑤ Private bath in master bedroom makes getting ready for work easier.



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**WAYNE HOMES**

— EST. 1973 —

EEPTU0039\_1218

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

AN ORDINANCE MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in accordance with Section 14 of the City Charter, an Ordinance appropriating money may be passed as an emergency; 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 comply with State Law, which requires that the 2020 Calendar Year Operating Budget be passed by the City Commission no later than March 31, 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, including the Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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. There shall be and hereby are appropriated out of any funds now in the treasury and any accruing revenues of the City available for said purposes, the values set forth below for the payment of all expenses and obligations of the City during fiscal year 2020, for the various purposes hereinafter specified.

Section 2. The amounts appropriated for the various purposes hereinafter set forth shall, in no event, be exceeded unless the City Commission shall by Ordinance authorize a transfer from one appropriation account to another, or shall appropriate additional unappropriated funds:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
POLICE PATROL	4,238,750	386,650	4,625,400
POLICE RECORDS	158,850	210,500	369,350
POLICE RESERVES	138,000	4,000	142,000
FIRE	4,348,850	405,000	4,753,850
STREET LIGHTING	-	260,000	260,000
OAKLAND CEMETERY	289,150	71,600	360,750
PLANNING	359,520	54,850	414,370

DEVELOPMENT	563,489	156,100	719,589
BUILDING DIVISION	336,410	75,150	411,560
HORTICULTURAL SERVICES	1,019,750	398,700	1,418,450
JACKSON ST PIER	-	15,000	15,000
CITY MANAGER	227,400	59,350	286,750
ADMINISTRATIVE SERVICES	87,500	30,500	118,000
FINANCE	113,650	10,550	124,200
INCOME TAX	16,550	420,900	437,450
INFORMATION TECHNOLOGY	138,100	347,475	485,575
LAW	256,625	30,518	287,143
CITY COMMISSION	26,609	8,600	35,209
CITY COMMISSION CLERK	47,950	1,313	49,263
MUNICIPAL COURT	1,050,949	54,000	1,104,949
BUILDING MAINTENANCE	336,410	331,000	667,410
ENGINEERING	302,850	51,800	354,650
FLEET MAINTENANCE	259,300	128,000	387,300
ADMINISTRATIVE SUPPORT	-	909,000	909,000
TRANSFERS:			
STREET FUND	-	-	-
TRANSIT FUND	-	311,000	311,000
PARKS & RECREATION FUND	-	400,000	400,000
POLICE PENSION FUND	-	550,000	550,000
CAPITAL ECONOMIC DEV FUND	-	950,000	950,000
CAPITAL PLANNING/SPECIAL		42,415	42,415
PROJECTS/ART FUND	-		
CAPITAL PUBLIC WORKS FUND	-	1,500,000	1,500,000
CAPITAL PROGRAMMING/MARKETING	-	148,693	148,693
FIRE PENSION FUND	-	730,000	730,000
BOND RETIREMENT FUND	-	440,000	440,000
SPECIAL ASMNT BOND RETIREMENT FUND	-	25,000	25,000
CAPITAL- STREET RESURFACING	-	720,000	720,000
<b>GENERAL FUND</b>	<b>14,316,662</b>	<b>10,237,664</b>	<b>24,554,326</b>
ST RESURFACING PROGRAM	-	510,000	510,000
STREETS	775,850	333,000	1,108,850
SNOW & ICE REMOVAL	-	70,000	70,000
TRAFFIC & ELECTRICAL MNTC	113,975	206,000	319,975
<b>STREET FUND</b>	<b>889,825</b>	<b>1,119,000</b>	<b>2,008,825</b>
ST HIGHWAY FUND	<b>50,000</b>	<b>41,000</b>	<b>91,000</b>
TRANSIT- OTTP2		629,168	629,168
2019 PUBLIC TRANSIT FUND	964	491,553	492,517
2020 PUBLIC TRANSIT FUND	140,000	3,009,787	3,149,787
<b>TRANSIT FUND</b>	<b>140,964</b>	<b>4,130,508</b>	<b>4,271,472</b>
MARINA	-	48,550	48,550
PAVILION	-	5,000	5,000
MILLS CREEK GOLF COURSE	103,400	129,800	233,200
RECREATION DEPARTMENT	241,450	178,750	420,200
BOAT LAUNCH RAMP	-	29,830	29,830
<b>PARKS &amp; RECREATION FUND</b>	<b>344,850</b>	<b>391,930</b>	<b>736,780</b>

<b>FIRE PENSION FUND</b>	<b>834,824</b>	<b>47,451</b>	<b>882,275</b>
<b>POLICE PENSION FUND</b>	<b>666,344</b>	<b>35,932</b>	<b>702,276</b>
POLICE		24,071	24,071
REVOLVING LOAN-ECO DEV	-	250,729	250,729
<b>STATE GRANTS FUND</b>	<b>-</b>	<b>274,800</b>	<b>274,800</b>
POLICE JAG		6,000	6,000
POLICE BULLETPROOF VESTS		7,000	7,000
EMS		25,000	25,000
BROWNFIELD GRANT- ASSESSMENT		66,000	66,000
BROWNFIELD GRANT- REMEDIATION		66,000	66,000
HUD CDBG	150,000	978,400	1,128,400
<b>FEDERAL GRANTS FUND</b>	<b>150,000</b>	<b>1,148,400</b>	<b>1,298,400</b>
<b>INDIGENT DRIVER ALCOHOL TRT FUND</b>	<b>-</b>	<b>80,000</b>	<b>80,000</b>
<b>ENFORCEMENT &amp; EDUCATION</b>	<b>-</b>	<b>8,000</b>	<b>8,000</b>
<b>COURT COMPUTER FUND</b>	<b>10,000</b>	<b>30,000</b>	<b>40,000</b>
<b>INDIGENT TELEPHONE FUND</b>	<b>-</b>	<b>17,000</b>	<b>17,000</b>
<b>COURT PROBATION FUND</b>	<b>15,000</b>	<b>40,000</b>	<b>55,000</b>
<b>PAYROLL STAB FUND</b>	<b>610,000</b>	<b>-</b>	<b>610,000</b>
<b>REAL ESTATE DEV FUND</b>	<b>-</b>	<b>450,000</b>	<b>450,000</b>
CAPITAL - SECURITY OF PERSONS & PROP	-	120,000	120,000
CAPITAL - HEALTH	-	-	-
CAPITAL - LEISURE	-	375,000	375,000
CAPITAL - COMMUNITY	-	-	-
CAPITAL - TRANSPORTATION	-	85,000	85,000
CAPITAL - GENERAL GOVERNMENT	-	25,000	25,000
<b>TOTAL CAPITAL IMPROVEMENT FUND</b>	<b>-</b>	<b>605,000</b>	<b>605,000</b>
POLICE PATROL		160,000	160,000
EMS	55,000	998,000	1,053,000
CAPITAL PARKS & REC	-	520,960	520,960
PLANNING	-	500,000	500,000
DEVELOPMENT	-	1,108,254	1,108,254
PROGRAMMING / MARKETING	-	148,693	148,693
SANDUSKY BAY INITIATIVE	-	39,043	39,043
URBAN FOREST GRANT	-	25,000	25,000
HORTICULTURAL SERVICES - GLRI	-	86,478	86,478
HAYES AVE CORRIDOR	-	276,154	276,154
WEST END CONNECTIVITY PROJECT	-	522,891	522,891
CAMP ST (WASHINGTON TO MONROE)	-	241,463	241,463
STREETS		839,451	839,451
TRANSIT CAPITAL	-	49,072	49,072

MUNI COURT	25,000	330,134	355,134
JACKSON ST PIER PROJECT	-	5,406,540	5,406,540
SHORELINE DRIVE PROJECT	-	1,819,167	1,819,167
THE LANDING PROJECT	-	588,287	588,287
SANDUSKY BAY PATHWAY	-	1,984,619	1,984,619
BUCHANAN (HAYES TO THOMAS)	-	407,221	407,221
MCCARTNEY / NIAGARA/ CHURCH/ WARD	-	117,711	117,711
URBAN PAVING- US 6 (VENICE TO EAST LIMIT)	-	2,044,720	2,044,720
MEIGS ST DESIGN	-	233,205	233,205
PIERCE (HAYES & CAMPBELL)	-	356,880	356,880
SAFE ROUTES TO SCHOOL	-	177,771	177,771
NEIGHBORHOOD INITIATIVE	-	500,000	500,000
CAPITAL FLEET - VEHICLES	-	337,262	337,262
CAPITAL PLANNING/ SPEC PROJECTS/ PUB ART	-	348,525	348,525
JUSTICE CENTER	-	555,465	555,465
CAPITAL BUILDING MAINTENANCE	-	25,000	25,000
<b>CAPITAL PROJECTS FUND</b>	<b>80,000</b>	<b>20,747,966</b>	<b>20,827,966</b>
<b>TAX INCREMENT FUND</b>	<b>-</b>	<b>45,633</b>	<b>45,633</b>
PP REMOVAL UNSAFE BUILDINGS	-	11,600	11,600
NUISANCE REMOVAL	71,000	10,000	81,000
RENTAL REGISTRATION FEE	27,000	10,000	37,000
INSPECTION FEE	-	10,000	10,000
ADMIN FEE	-	3,000	3,000
<b>SPECIAL ASSESSMENT FUND</b>	<b>98,000</b>	<b>44,600</b>	<b>142,600</b>
FIRE STA. #1 RELOCATION	-	255,420	255,420
SCHADE/MYLANDER PLAZA	-	15,570	15,570
LIBRARY LEVY	-	423,613	423,613
ERI-SANDUSKY STREETSCAPE	-	74,489	74,489
COL AVE UNDERPASS IMP	-	4,500	4,500
LANE ST IMPROVEMENTS	-	14,972	14,972
ST-REMINGTON	-	7,578	7,578
BUTLER ST RAMP	-	9,726	9,726
ERI - AMTRAK STATION	-	10,380	10,380
POL/COURT/LAW RENOVATION	-	16,508	16,508
DEBT SERVICE-BONDS	-	834,995	834,995
<b>BOND RETIREMENT FUND</b>	<b>-</b>	<b>1,677,751</b>	<b>1,677,751</b>
<b>URBAN RENEWAL TEMP REV BOND FUND</b>	<b>-</b>	<b>4,822,390</b>	<b>4,822,390</b>
<b>CENTRAL PUBLIC IMPROVEMENT FUND</b>	<b>-</b>	<b>10,000</b>	<b>10,000</b>
<b>CLEVELAND ROAD PUBLIC IMPROVEMENT FUND</b>	<b>-</b>	<b>2,250,000</b>	<b>2,250,000</b>
<b>SPECIAL ASMNT BOND RETIREMENT FUND</b>	<b>-</b>	<b>229,610</b>	<b>229,610</b>

CAO	177,950	46,150	224,100
BIWW FILTRATION PLANT	1,391,650	1,373,200	2,764,850
WATER DISTRIBUTION DEPT	1,033,650	508,000	1,541,650
ADMINISTRATIVE SUPPORT	925,450	395,835	1,321,285
DEBT SERVICE-BASIC UTILITY	-	1,794,990	1,794,990
WEST END CONNECTIVITY	-	2,481,350	2,481,350
SHORELINE DRIVE	-	774,250	774,250
JACKSON STREET PIER	-	187,150	187,150
<b>WATER FUND</b>	<b>3,528,700</b>	<b>7,560,925</b>	<b>11,089,625</b>
CAO	177,950	46,150	224,100
WATER POLLUTION CONTROL PLANT	1,780,650	1,546,600	3,327,250
SEWER MAINTENANCE DEPT	1,035,906	563,000	1,598,906
ADMINISTRATIVE SUPPORT	925,450	410,687	1,336,137
STORM WATER	-	193,500	193,500
DEBT SERVICE-BASIC UTILITY	-	3,080,823	3,080,823
MCCARTNEY RECONSTRUCTION	-	1,447,835	1,447,835
WEST END CONNECTIVITY	-	2,442,104	2,442,104
SHORELINE DRIVE	-	1,320,120	1,320,120
JACKSON STREET PIER	-	244,450	244,450
<b>SEWER FUND</b>	<b>3,919,956</b>	<b>11,295,269</b>	<b>15,215,225</b>
<b>INTERNAL SERVICE FUND</b>	<b>-</b>	<b>4,300,000</b>	<b>4,300,000</b>
POLICE	-	10,000	10,000
CONTRABAND TRUST FD	-	70,000	70,000
DRUG LAW ENFORCEMENT TRUST	-	45,000	45,000
FIRE	-	-	-
GREEN TRUST	-	2,500	2,500
FRIENDS OF THE GREENHOUSE	-	3,500	3,500
SAILING CLUB SCHOLARSHIP	-	20,000	20,000
SKATE PARK	-	3,000	3,000
PARK TRUST	-	3,000	3,000
UNCLAIMED FUNDS	-	500	500
<b>GENERAL TRUST FUND</b>	<b>-</b>	<b>192,500</b>	<b>192,500</b>
SHORELINE PARK IMPROVEMENTS	-	500	500
WASHINGTON PARK & GREENHOUSE	-	500	500
RED WAGON TRUST	-	500	500
FRED EPPLER TRUST	-	500	500
<b>PARK ENDOWMENT FUND</b>	<b>-</b>	<b>2,000</b>	<b>2,000</b>
OAKLAND CEMETERY DEPT	50,000	5,000	55,000
CHAPEL RESTORATION	-	1,000	1,000
GARDEN MAUSOLEUM	-	12,000	12,000
PERPETUAL CARE	-	1,000	1,000
SPECIAL CARE	-	7,000	7,000
MEMORIAL PLANTINGS	-	1,000	1,000
RIDGEVIEW COLUMBARIUM	-	10,000	10,000
<b>CEMETERY ENDOWMENT FUND</b>	<b>50,000</b>	<b>37,000</b>	<b>87,000</b>

SPECIAL ASSESSMENTS- NON-CITY	-	69,126	69,126
TRUST & AGENCY	-	60,000	60,000
TOTAL ALL FUNDS	25,705,126	72,001,456	97,706,582

Section 3. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 23, 2020





## COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5832  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager  
**From:** Debi Eversole, Housing Development Specialist  
**Date:** March 10, 2020  
**Subject:** Commission Agenda Item – Grant Agreement between City of Sandusky and Case Development, LLC

**Items for Consideration:** Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and Case Development, LLC (“the Applicant”), an Ohio Limited Liability Company, for the purposes of furthering housing development efforts in the City.

**Background Information:** The Applicant owns the partially vacant land located at 409 W. Water Street (“the Property”) and plans to ultimately construct a 13-unit housing development in 2-3 phases. The first phase consisting of a 5-unit townhouse building on the eastern portion of the site along W. Water Street is near complete. The Applicant will be ready to begin the second phase of the development by summer 2020. The second phase consisting of a second 5-unit townhouse building just west of the existing building.

The total construction budget for the second phase, including utility and site work, is just over \$1.7 million dollars. According to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$7,500 per unit for substantial redevelopment projects that cost in excess of \$50,000 per unit. As such, in this case, the Applicant is eligible for a grant of up to \$37,500.

The above grants are conditioned upon compliance with all Planning and Zoning matters and other applicable codes and regulations of the City, including obtaining permits. The Applicant is still required to meet the requirements for disbursement prior to receiving any award funds.

**Budgetary Information:** The City will be responsible for providing a total of \$37,500 in grant proceeds from the Community Development Capital Projects Fund on a reimbursable basis in the amount of \$7,500 at a time with the receipt of Certificate of Occupancy for the completion of each of the first 5 units.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with Case Development, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the grant agreement and ensure the full benefit of the agreement is realized.

---

Debi Eversole  
Housing Development Specialist

I concur with this recommendation:

---

Eric L. Wobser  
City Manager

---

Matthew D. Lasko  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Michelle Reeder, Finance Director

## CERTIFICATE OF FUNDS

In the Matter of: Case Development grant

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: 3/17/2020

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



Michelle Reeder

Finance Director

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

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$37,500.00 THROUGH THE HOUSING DEVELOPMENT AND BEAUTIFICATION GRANT PROGRAM TO CASE DEVELOPMENT, LLC, IN RELATION TO THE PROPERTY LOCATED AT 409 W. WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Case Development, LLC, acquired the property located at 409 W. Water Street, formally known as the Keller Building site, from the City in July of 2016 and is in the process of constructing a 13-unit housing development in 2-3 phases in which the first phase, consisting of a 5-unit townhouse building on the eastern portion of the site along W. Water Street, is near complete; and

**WHEREAS**, Case Development, LLC, plans to begin the second phase of the development project, which consists of a second 5-unit townhouse building located just west of the first phase building, by summer of 2020; and

**WHEREAS**, the total construction budget for the second phase, including utility and site work, is over \$1.7 million dollars; and

**WHEREAS**, it has been determined that the development of this property with the project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of the citizens of the City; and

**WHEREAS**, it is recommended to approve a grant to Case Development, LLC, in the amount of \$37,500.00, in accordance with the Sandusky City Development Programs, to assist with the construction costs for the purpose of furthering housing development efforts in the City; 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 Grant Agreement and ensure the full benefit of the agreement is realized; 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 authorizes and directs the City Manager to

enter into a Grant Agreement with Case Development, LLC, for financial assistance through the Housing Development and Beautification Grant Program for the purpose of furthering housing development efforts in the City, 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. This City Commission authorizes and approves the grant funding to Case Development, LLC, in an amount **not to exceed** Thirty Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00) from the Community Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 23, 2020

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and CASE DEVELOPMENT, LLC, ("the Applicant"), an Ohio Limited Liability Company.

### WITNESSETH:

WHEREAS, the Applicant owns the vacant land located at 409 W. Water Street ("the Property") and plans to ultimately construct a 13-unit housing development in 2-3 phases. The first phase consisting of a 5-unit townhouse building on the eastern portion of the site along W. Water Street is near complete. The Applicant will be ready to begin the second phase of the development consisting of a second 5-unit townhouse building (the "Project") by summer 2020; and

WHEREAS, the total construction budget for the second phase, including utility and site work, is just over \$1.7 million dollars; and

WHEREAS, according to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$7,500 per unit for substantial redevelopment projects that cost in excess of \$50,000 per unit. As such, in this case, the Applicant is eligible for a grant of up to \$37,500.00; and

WHEREAS, to induce the Project, the City has agreed to provide housing incentive grants to the Applicant to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

WHEREAS, the City has determined that the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

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

### **Section 1. City Grant.**

The City agrees to grant up to \$37,500, payable to the Applicant (the "City Grant") toward the costs of the Project, payable in the amount of \$7,500 at a time upon completion of each of the second 5 units of the Project. The City Grant will be expensed from the Community Development Capital Projects account (#431-4010-53000). Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning and Zoning matters and other applicable codes and regulations of the City, including obtaining permits. The Applicant is still required to meet the requirements for disbursement prior to receiving any award funds – as outlined on Page 13 of the Housing Development and Beautification Program Guidelines and Application. Furthermore, the Applicant agrees to display a sign during construction noting the City's support; and

The Applicant shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs

and construction. The City shall then promptly review those documents and inspect the site and let the Applicant know if it has satisfied the condition set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed on or before March 31, 2021. This date may be extended at the discretion of the City Manager.

The City shall pay the City Grant by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 below.

**Section 2. Authority to Sign.**

The Applicant and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

**Section 3. Assignment or Transfer.**

The Applicant agrees that this Agreement is not transferable or assignable without the express, written approval of the City.

**Section 4. Choice of Law.**

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

**Section 5. Binding Agreement.**

This Agreement shall be binding on each of the parties and their respective successors and assigns.

**Section 6. Miscellaneous.**

(a) **Notice.** Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

- |      |                   |  |
|------|-------------------|--|
| (i)  | TO THE CITY:      | City Manager<br>c/o Housing Development Specialist<br>City of Sandusky, Ohio<br>City Hall- Fourth Floor<br>240 Columbus Avenue<br>Sandusky, OH 44870 |
| (ii) | TO THE APPLICANT: | Case Development, LLC<br>c/o Michael DeCesare<br>6606 Father Caruso Drive<br>Cleveland, Ohio 44102   |

Any party may change its address for notice purposes by providing written notice of such change to the other party.

(b) Amendments. This Agreement may only be amended by written instrument executed by all parties.

(c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

(d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

**CASE DEVELOPMENT, LLC**  
an Ohio Limited Liability Company

By: \_\_\_\_\_  
Michael DeCesare

Title: \_\_\_\_\_

**CITY OF SANDUSKY, OHIO**

By: \_\_\_\_\_  
Eric Wobser  
City Manager, City of Sandusky, Ohio

The legal form of the within instrument  
is hereby approved.

\_\_\_\_\_  
Trevor M. Hayberger (#075112)  
Law Director, City of Sandusky





## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: March 10, 2020

**Subject: Commission Agenda Item – Yard Waste Services for Calendar Year 2020**

**ITEM FOR CONSIDERATION:** Legislation to enter into a one-year contract with Browning Ferris Industries of Ohio, Inc. dba Republic Services of Sandusky, Ohio, for the 2020 Yard Waste Collection Services for the period of April 1, 2020, through December 31, 2020.

**BACKGROUND INFORMATION:** Since 2004 the City has offered a yard waste pick up for a monthly fee to residents who sign up for the program. The monthly fee consists of labor, disposal and administration and is added to the water bills of participating customers. The fee charged to residents in 2019 was \$11.30. The pickup service is available to residents starting April 1<sup>st</sup> and ends December 31<sup>st</sup>, with a one day per week pick up on Friday.

On February 13 & 20, 2020, the 2020 Yard Waste Collection Service was advertised, with bids being due on Tuesday, March 3, 2020. Only one bid was received from Browning Ferris Industries of Ohio, Inc. dba Republic Services for \$12.60 per customer, per month. This is an increase of \$1.80 from the past three years. The contract is for one year, with the option to extend the contract two additional one year terms.

The monthly fee for 2020 to the residents will be \$13.10, this includes \$0.50 to cover all City administration costs. Services will remain the same as in past years with a one day per week pick up on Friday from April 1<sup>st</sup> to December 31<sup>st</sup>.

**BUDGETARY INFORMATION:** Based on service for a one day per week pick up at \$12.60 per home per month and a contract for nine months, the estimated amount for the 2020 Yard Waste Collection Service is \$73,143.00 based on last year's figure of 645 customers. This amount is subject to change due to additions and deletions of customers to the program. The cost of the service will be charged back to the customers in addition to a charge of \$0.50 per month for administrative costs.

**ACTION REQUESTED:** It is recommended that a contract with Browning Ferris Industries of Ohio Inc. dba Republic Services be approved for the 2020 Yard Waste Collection Services. It is also recommended that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter so that the contractor can begin the program April 1<sup>st</sup>.

I concur with this recommendation:

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Eric Wobser, City Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BROWNING-FERRIS INDUSTRIES OF OHIO, INC. D.B.A. REPUBLIC WASTE SERVICES OF SANDUSKY, OHIO, FOR THE 2020 YARD WASTE COLLECTION SERVICE WHICH IS AVAILABLE FOR THE PERIOD OF APRIL 1, 2020 THROUGH DECEMBER 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, since 2004, the City has offering a yard waste collection service for a monthly fee (labor, disposal, and administration) that is added to participating customer's water and sewer bills and the monthly fee for 2020 will be \$12.60 per customer; and

**WHEREAS**, upon public competitive bidding as required by law one (1) appropriate bid was received and the bid for one (1) day per week service from Browning-Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services of Sandusky, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, this contract is for the period of April 1, 2020, through December 31, 2020, with the option to extend for two (2) additional terms from April 1, 2021, through December 31, 2021, and from April 1, 2022, through December 31, 2022; and

**WHEREAS**, the estimated cost of this program based upon service for a one (1) day per week pickup at a cost of \$12.60 per month per residence and a contract for (9) months is \$73,143.00 (based on 2019 enrollment of 645 customers) which will be charged back to the customers in addition to a charge of \$0.50 per month for administrative costs and is subject to change due to additions and deletions of customers in the program; 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 Browning Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services to begin the program on April 1, 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 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 Browning-Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services of Sandusky, Ohio, for the 2020 Yard Waste Collection Service for the period of April 1, 2020, through December 31, 2020, at a cost of Twelve and 60/100 Dollars (\$12.60) per month per residence opting into the program, with the option to extend for two (2) additional terms from April 1, 2021, through December 31, 2021, and from April 1, 2022, through December 31, 2022, consistent with the bid submitted by Browning-Ferris Industries of Ohio, Inc. dba Republic Waste Services 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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 23, 2020



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: March 10, 2020

**Subject: Commission Agenda Item – Award Contract for 2020 Local Street Resurfacing Project**

**ITEM FOR CONSIDERATION:** Legislation awarding a contract to Precision Paving of Milan, Ohio for the 2020 Local Street Resurfacing Project.

**BACKGROUND INFORMATION:** This project consists of addressing seventy-five (75) of the worst asphalt street sections in the City, based on an independent survey completed by TransMap in 2015. Proposed work consists primarily of a thin asphalt overlay in the replacement of the surface of these segments. In particular, segments needing more than just surface work will receive additional “milling” and possibly excavation to address structural problem areas in the pavement. Most of these streets have not seen new pavement in over 20 years, with some reportedly in the range of 30-40 years. The complete list of roadway segments is attached herein (exhibit “A”). Said list may be amended to resurface Ontario St. from Fifth to Third Streets, in lieu of the Hancock segment between Washington and Market, due to the private developer work in that area. The developer is OK with this segment of Hancock not being paved until the 2021 program.

A total of 1 bid were received on Tuesday, March 3, 2020 at a formal public bid opening;

CONTRACTOR NAME: PRECISION PAVING, INC.                      BID: \$1,119,450.79 (5.89% over estimate)  
CITY, STATE: MILAN, OH  
BOND: 100% BID BOND

The engineer’s estimate for the project was set at \$1,057,165.42. Per Contract Article 5.1.1 Limits on Award, no contract shall be entered into if the price of the contract is in excess of 10% above the engineer’s estimate. The bid received was below the 10% threshold amount of \$1,162,881.96.

The contractual schedule for completion of this project is Monday, August 10, 2020.

**BUDGETARY INFORMATION:** The total cost of the project based on the construction bid is \$1,119,450.79 which will be funded by \$300,000 in Street Funds, \$699,450.79 in Capital Projects Funds, \$100,000 from the Sewer Fund and the remaining \$20,000 will come from the Water Fund.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to award a contract to Precision Paving of Milan, Ohio for the 2020 Local Street Resurfacing Project in an amount not to exceed \$1,119,450.79 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 complete the project prior to the construction completion deadline of August 10, 2020.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron M. Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRECISION PAVING INC., OF MILAN, OHIO, FOR THE 2020 LOCAL STREET RESURFACING PROJECT.**

**WHEREAS**, TransMap performed a citywide pavement survey in 2015, which was updated through late 2019, and the updated survey indicated there is a great need for asphalt pavement repair throughout the City; and

**WHEREAS**, the 2020 Local Street Resurfacing Project involves the resurfacing of seventy-five (75) of the worst asphalt street segments in the City and depending on the condition of the street, the work may include milling and possibly excavation to address structural problems in the pavement and the sections encompass over six (6) miles of road; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed 2020 Local Street Resurfacing Project by Resolution No. 004-20R, passed on January 27, 2020; and

**WHEREAS**, upon public competitive bidding as required by law one (1) appropriate bid was received and the bid from Precision Paving, Inc., of Milan, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total construction cost of this project based on bid is \$1,119,450.79 of which \$300,000.00 will be paid with Street Funds, \$699,450.79 will be paid with Capital Projects Funds, \$100,000.00 will be paid with Sewer Funds, and the remaining balance of \$20,000.00 will be paid with Water Funds; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Precision Paving, Inc., of Milan, Ohio, for the 2020 Local Street Resurfacing Project in an amount **not to exceed** One Million One Hundred Nineteen Thousand Four Hundred Fifty and 79/100 Dollars (\$1,119,450.79) consistent with the bid submitted by Precision Paving, Inc., of Milan, 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 shall take effect at the earliest time allowed by Law.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed:



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: March 12, 2020

**Subject: Commission Agenda Item – Professional Design Services Agreement with LJB Inc. for the Warren Street Reconstruction Project**

**ITEM FOR CONSIDERATION:** Legislation for approval to enter into a Professional Design Services Agreement with LJB Inc. for design services on the Warren Street Reconstruction project.

**BACKGROUND INFORMATION:** Warren Street, between Water and Market Streets and again between Washington and Monroe Streets is home to the former alignment of multiple sets of train tracks, is in very poor condition and in dire need of pavement reconstruction due to its structural damage and lack of drainage. This area contains 6 of the 20 worst asphalt street segments (blocks) in the City of Sandusky. #5 & #6 between Adams and Jefferson, #7 & #13 between Adams and Washington, #19 between Madison and Jefferson, #20 between Market and Water St.

Most of the water line here was constructed in 1937, with several recorded breaks and repairs in recent years. The existing combination sewer was installed in 1908. The plan would be to replace the water line with a new, larger size line, allowing better flows and water quality in the immediate and adjacent areas. The sewer would be separated by adding a dedicated storm sewer taking the roadway drainage and offering connections for the adjacent private properties.

A request for Qualifications (RFQ) for the Warren Street Reconstruction Project directed interested consultants to submit qualifications to the Department of Public Works by November 8, 2019. Eleven (11) qualification packages were received and evaluated by a selection committee and the top three (3) firms were selected and interviewed to get a better idea of their thoughts for the project and past experience.

After the firms were interviewed, City staff determined LJB, Inc. was the most qualified and was ranked number one because based on their relevant experience, professional expertise and past success with similar projects. Considerations were weighed on roadway, utility and walkability/connectivity projects listed in their qualifications package submitted to the City. A Scope of Services (SOS), dated March 11, 2020, and an agreement for professional design services, is attached to the legislation.

**BUDGETARY INFORMATION:** The not to exceed cost for professional design services is \$299,122, paid with Water Funds in an amount of \$99,707.33, Storm Water Funds in an amount of \$99,707.33, and the remaining \$99,707.34 from Street Funds.



**ACTION REQUESTED:** It is recommended that proper legislation be prepared to enter into Professional Design Services Agreement with LJB Inc. for the Warren Street Reconstruction Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so that the design work can begin immediately and the City can proceed with applying for grant funding with the OPWC and plan for funding construction early next year.

I concur with this recommendation:

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Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Warren Street Design

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: 3/17/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH LJB INC. OF FAIRVIEW PARK, OHIO, FOR THE WARREN STREET RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Warren Street was home to the former alignment of multiple sets of train tracks and is in very poor condition and in dire need of pavement reconstruction due to its structural damage and lack of drainage and most of the water line in this area was constructed in 1937 and the existing combination sewer was installed in 1908; and

**WHEREAS**, the Warren Street Reconstruction Project involves the reconstruction of Warren Street between Water Street and Market Street and between Washington Street and Monroe Street and includes the replacement of the waterline to allow better flow and water quality in the immediate and adjacent areas, along with the addition of a dedicated storm sewer for roadway drainage; and

**WHEREAS**, a Request for Qualifications (RFQ) was issued for the Warren Street Reconstruction Project in which eleven (11) submittals were received, evaluated and ranked by a selection committee and the top three (3) firms were selected and interviewed and based upon the firm's expertise, professional expertise, and past experience, it was determined LJB Inc. was the most qualified; and

**WHEREAS**, LJB Inc. will be providing professional design services for the Warren Street Reconstruction Project which includes preliminary engineering and design and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, the cost for the professional design services is \$299,122.00 of which \$99,707.33 will be paid with Water Funds, \$99,707.33 will be paid with Storm Water Funds and the remaining balance of \$99,707.34 will be paid with Street Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately begin the design work and proceed with applying for grant funds with the Ohio Public Works Commission (OPWC) and plan for funding construction early next year; 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 Design Services with LJB Inc. of Fairview Park, Ohio, for the Warren Street Reconstruction Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Two Hundred Ninety Nine Thousand One Hundred Twenty Two and 00/100 Dollars (\$299,122.00).

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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 23, 2020

AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design 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 \_\_\_\_\_ (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:	Warren Street Reconstruction Project
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer:	Dennis C. Albrecht, Jr., P.E.
Contact:	LJB Inc.
Address:	22710 Fairview Center Drive, Suite 200 Fairview Park, Ohio 44126

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

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

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

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

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

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

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

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, 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 an amount not to exceed \$299,122.00 (Two Hundred Ninety Nine Thousand One Hundred Twenty Two and 00/100 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. Notice and Filing of Requests.** Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

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

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

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

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

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

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

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

**8.1.1. Means of Termination.** This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this

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

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed 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 supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

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

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

## **9.6. Governing Law**

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

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

## **9.7. Notices**

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at \_\_\_\_\_. 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.



PROPOSAL FOR  
WARREN STREET RECONSTRUCTION DESIGN

~~February 21, 2020~~ March 11, 2020 Revision

PREPARED FOR:

City of Sandusky

Aaron Klein, P.E.  
City Engineer  
204 Columbus Ave.  
Sandusky, OH 44870

PREPARED BY:

LJB Inc.

22710 Fairview Center Dr., Suite 200  
Fairview Park, OH 44126  
(440) 683-4504

Dennis C. Albrecht, Jr., P.E., project manager  
DAlbrecht@LJBinc.com





~~February 21, 2020~~ *March 11, 2020 Revision*

Aaron Klein, P.E.  
City Engineer  
City of Sandusky  
240 Columbus Ave.  
Sandusky, OH 44870

**Re: Warren Street Reconstruction Design  
Scope and Fee Proposal**

Dear Mr. Klein:

Thank you for the opportunity to work with the City of Sandusky on this exciting project. We look forward to collaborating with your team to deliver plans for the reconstruction of Warren Street.

As detailed in our initial proposal, Dennis Albrecht will be the Project Manager and lead the LJB team comprised of our personnel and assisted by subconsultants TTL (Geotechnical Investigations), OR Colan (Right of way), and EDG (Public Involvement, Landscape Architecture, and Wayfinding Signage). Dennis will be your single point of contact throughout the development of this project. Charlie Lewis will serve as the Assistant Project Manager and lead designer.

The following pages identify our proposed Scope of Services as well as our proposed man-hours and fee for the services. *All revisions to our original proposal dated 2/21/2020, that have occurred through negotiations with City staff, are shown throughout this document in blue italicized text.*

If you have any questions or require additional information about this submittal, please contact Dennis directly at (216) 586-3752 or [DAlbrecht@LJBinc.com](mailto:DAlbrecht@LJBinc.com).

Sincerely,

LJB Inc.

Tom J. Laubie, P.E.  
Chief Administrative Officer and  
Transportation Practice Leader

Dennis C. Albrecht, Jr., P.E.,  
Project Manager



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## PROPOSED SCOPE OF SERVICES

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Our understanding of the Warren Street Reconstruction project is developed by review of the RFP, conducting several field visits, and the scoping meeting with City staff on January 21, 2020. Since that time, we have gathered further information from Josh Snyder through various discussions, emails, and record documents he provided us. The project requires a traffic signal upgrade at the Warren/Monroe/Huron intersection, reconstruction of Warren Street from Monroe Street to Water Street including the roadway base, pavement, curbs, drive aprons, bike path, sidewalk, and replacement of the 6" cast iron watermain. The project also includes evaluation of the existing combined sewer to facilitate separation of the sanitary sewer and construction of new storm sewer, along this nearly 3,000-foot long corridor.

### PRELIMINARY ENGINEERING

Immediately upon receipt of the notice to proceed, LJB will perform the following general tasks necessary to clearly define Sandusky's preferred alternative that will be developed into the final construction plans. Specific itemized tasks are listed in the Manhour and Fee Estimate.

- Field Survey
- Roadway Typical Sections and alignment alternative  
(1 for Local Road and 1 for US 6 Alternate)
- Hydraulically size new storm sewer
- Traffic analysis (volume & turning movements)
- Geotechnical investigation
- Preliminary Cost Estimates  
(1 for construction of Local Road and 1 for US 6 Alternate with new traffic signal at Warren/Washington intersection)

### STAGE 1 DESIGN

Upon Sandusky's decision of which roadway design to implement (Local Road or US 6 Alternate), LJB will promptly advance the development of design by performing the following general tasks. Specific itemized tasks are listed in the Manhour and Fee Estimate.

- Roadway design
- Drainage design
- Utility Coordination/Documentation
- Maintenance of Traffic
- Negotiate Encroachment Agreements (5 are anticipated)
- Construction Cost Estimate, updated to reflect Stage 1 progress

## STAGE 2 DESIGN

Upon Sandusky's review of Stage 1 design documents, LJB will promptly advance the development of design by implementing any revisions requested by the City and by performing the following general tasks. Specific itemized tasks are listed in the Manhour and Fee Estimate.

- Roadway design
- Drainage design
- Utility Coordination/Documentation
- Maintenance of traffic
- Traffic control
- Signal design
- Landscape Architecture
- Wayfinding Signage
- Public Involvement
- Construction Cost Estimate, updated to reflect Stage 2 progress
- Assist with preparation and submittal of OPWC Grant Application

## STAGE 3 DESIGN

Upon Sandusky's review of Stage 2 design documents, LJB will promptly advance the development of design by implementing any revisions requested by the City and by performing the following general tasks. Specific itemized tasks are listed in the Manhour and Fee Estimate.

- Final quantities, general summary sheet, and sub-summary tables
- General notes
- Driveway details
- Traffic signal plans, wiring diagrams, and mast arm poles
- Final Construction Cost Estimate
- Submit Final Tracings and Bid Form to Sandusky for project advertisement by Sandusky

## BID PHASE SUPPORT

LJB anticipates the City of Sandusky will compile the bid book and manage the project advertisement, receive and respond to questions from bidders, receive and open the construction bids. LJB will assist the City throughout this process by providing responses to bidder's questions, prepare revisions to the construction plans if needed, review the bids received, and provide a recommendation of award letter.

~~CONSTRUCTION PHASE SUPPORT (Per Sandusky's request, these services DELETED from Proposal)~~  
~~LJB will provide design support throughout the construction phase, to include:~~

- ~~• Attend and participate in the pre construction meeting (PM and Assistant PM)~~
- ~~• Attend and participate in bi-weekly construction progress meetings (Assistant PM, 16 anticipated)~~
- ~~• Prepare record plans from markups provided by the City's construction administrator~~
- Respond to contractor requests for information and provide plan revisions, if needed

#### WATERMAIN REPLACEMENT DESIGN (IF AUTHORIZED)

If Authorized, LJB will also perform design for the watermain replacement as an element of this project. The new watermain is anticipated to be located in the same trench as the existing cast iron watermain, which will be removed. The existing cast iron watermain is over 80 years old and well beyond the expected service life. Many projects experience breaks in their aging watermains during removal of the overlying infrastructure (roadway pavement and base). Planning for this replacement during the Warren Street Reconstruction project may help avoid many frustrations to homeowners and businesses during loss of water to their homes.

These design services will be provided with no impact to the project schedule. Bundling the watermain design into the Warren Street Reconstruction Design provides the City a significant cost savings when compared to a stand-alone watermain design project. We anticipate the design-fee savings alone to be approximately \$50,000. Construction cost savings would also likely exceed \$200,000 when compared to a stand-alone watermain construction project.

## > SCHEDULE

LJB is committed to meeting the major milestones for this project as listed below.

At the project kick-off meeting, LJB will also introduce a project evaluation tool that includes confirmation of the City of Sandusky's critical factors for project success. Those critical elements and potential risks to achieving them will be discussed and documented in the meeting. The project evaluation tool will be reviewed with the city following major milestone submittals.

TASK	DATE COMPLETED
Authorization to Proceed	Week of <del>March 9, 2020</del> <i>March 23, 2020</i>
Preliminary Engineering Complete	<del>April 30, 2020</del> <i>May 15, 2020</i>
City Selection of Preferred Alternative	<del>May 8, 2020</del> <i>May 22, 2020</i>
Stage 1 Design Complete	<del>June 19, 2020</del> <i>July 3, 2020</i>
City's Stage 1 Comments Received	<del>June 26, 2020</del> <i>July 10, 2020</i>
Stage 2 Design Complete	<del>August 7, 2020</del> <i>August 21, 2020</i>
City's Stage 2 Comments Received	<del>August 14, 2020</del> <i>August 28, 2020</i>
OPWC Grant Application Complete	August 28, 2020
Public Involvement	Sept. 1 – 11, 2020
Stage 3 Design Complete	October 23, 2020
City's Stage 3 Comments Received	October 30, 2020
Final Tracings and Bid Form Complete	November 13, 2020
Construction Begins	April 2021
Construction Complete	November 2021

## EXCEPTIONS

The following items are not included in the Proposed Scope of Services at this time:

- Coordination and negotiation with Erie Regional Planning Commission and/or ODOT District 3 regarding re-designation of Warren St. to US 6 Alternate
- Geotechnical soil permeability testing for raingardens to use in-situ soils
- Subsurface Utility Engineering/Locating
- Inspection and video recording of existing combined sewer infrastructure
- Preparation of bid book, other than Bid Form to represent materials and quantities
- Advertisement of project
- Receive bidder's questions and issue responses
- Construction management and construction inspection/documentation
- Traffic signal design for potential future signal at Warren & Washington
- *Construction Phase Support (see deleted items on prior page)*

## PROPOSED MAN HOURS AND FEE

LJB will perform the tasks identified in the Scope of Services and will meet the Project Milestones identified in the Schedule above, for the **base lump sum fee of \$289,993. ~~310,431.~~**

*As requested by Sandusky, We can also we will* incorporate the watermain replacement design for an additional fee, ~~if authorized,~~ of \$9,129, for a **grand total lump sum fee of \$299,122. ~~319,560.~~**

Details of each task including labor hours, overhead costs, subconsultant costs, direct costs, and net fee are shown below.

Task Description	Hours	Cost
<b>1 - Planning Phase</b>		
<b>TOTAL 1- Planning Phase</b>	<b>0</b>	<b>\$0</b>
<b>2 - Preliminary Engineering Phase</b>		
<b>2.3 - Preliminary Engineering</b>		
2.3.A - Field Survey		
2.3.A.A - Field Survey by LJB (see separate Proposal for itemized tasks)	0	\$40,895
2.3.B - Roadway		
2.3.B.A - Design Criteria (Local Street or Alt 6?)	4	\$540
2.3.B.B - Conceptual Typical Sections (1 for Local Road, 1 for State Route)	10	\$1,502
2.3.B.C - Conceptual Horizontal Alignment (1 proposed + 1 revision)	12	\$1,772
2.3.B.E - Preliminary Cost Estimates (Local road, State Route, Traffic Signal @ Washington in later phase)	38	\$5,553

2.3.C - Drainage		
2.3.C.A - Determine Drainage Design Criteria	8	\$1,079
2.3.C.C - Hydraulically size storm sewer trunk line	15	\$2,024
2.3.C.E - Conceptual BMP (raingardens at intersection bump outs)	13	\$1,830
2.3.D - Traffic Signals		
2.3.D.B - Traffic Analysis		
2.3.D.B.1 - Turning Movement Counts at Intersections (Warren at Monroe & Washington, Wayne at Washington)	10	\$2,909
2.3.D.B.2 - if Alt 6, add Turning Movement Counts at minor intersections (Madison, Jefferson, Adams)	10	\$2,909
2.3.D.B.3 - Traffic Signal Warrants	6	\$990
2.3.D.B.4 - Capacity Analysis	8	\$1,319
2.3.D.B.5 - Develop Traffic Operations Report	6	\$990
2.3.D.C - Document alt bid considerations for signal equipment	3	\$495
2.3.D.D - Documentation of Proprietary Bid Justification – Signals	3	\$495
2.3.F - Geotechnical		
2.3.F.1 - Geotechnical Services (by TTL)	0	\$10,000
<b>TOTAL 2.3 - Preliminary Engineering</b>	<b>146</b>	<b>\$75,300</b>
<b>2.7 - Stage 1 Design</b>		
2.7.A - Roadway		
2.7.A.A - Title Sheet	8	\$792
2.7.A.B - General Notes	8	\$792
2.7.A.C - Schematic Plan	10	\$1,062
2.7.A.D - Typical Sections (1 @ midblock, 1 @ intersection, 1 @ Huron Pk)	18	\$1,854
2.7.A.E - Cross Sections (2,900' / 50' = 58, say 60)	90	\$9,987
2.7.A.F - Plan and Profile - Mainline (2900' / 500' = 5.8)	144	\$15,691
2.7.A.J - Intersection Details	68	\$7,953
2.7.A.L - Driveway Details (35 properties - add details to P&P sheets)	55	\$6,163
2.7.A.N -Traffic Control	48	\$5,039
2.7.A.Q – Curb Ramp Details	30	\$3,509
2.7.B - Drainage		
2.7.B.A - Storm Sewer Profiles (2900' = 29 stations)	22	\$2,537
2.7.B.B - Sanitary Sewer Profiles	22	\$2,537
2.7.B.D - Drainage Calculations	36	\$4,138
2.7.B.E - BMP Design (raingarden typical, then add to P&P at each bulb-out)	50	\$5,668
2.7.C - Utilities		
2.7.C.A - Utility Coordination and Documentation	12	\$1,619
2.7.C.B - Description of proposed water and/or sewer work	8	\$1,079
2.7.C.D - Add Utilities to Plan/Profile Sheets	18	\$2,069
2.7.D - Right Of Way		
2.7.D.A - Negotiate Encroachment Agreements (by ORC, see Proposal)	0	\$7,350

2.7.H - Prepare Cost Estimates		
2.7.H.A - Roadway	16	\$2,159
2.7.H.C - Utility Costs	8	\$1,079
2.7.H.D - Traffic Signal Equipment	4	\$540
2.7.J - Maintenance of Traffic		
2.7.J.A - Detour Plan	8	\$864
2.7.J.C- MOT Notes	16	\$1,871
2.7.J.D - MOT Coordination Discussions	6	\$962
2.7.K - Signal Plans (intersection of Monroe/Warren/Huron ONLY)	22	\$2,513
<b>TOTAL – 2.7 – Stage 1 Design</b>	<b>727</b>	<b>\$89,826</b>
<b>2.8 – Project Management for PE &amp; Stage 1 Design</b>		
2.8.A – Meetings	18	\$3,186
2.8.B – General Oversight	40	\$8,452
<b>TOTAL 2.8 – Project Management for PE &amp; Stage 1 Design</b>	<b>58</b>	<b>\$11,638</b>
<b>Total 2 – Preliminary Engineering &amp; Stage 1 Design Phase</b>	<b>931</b>	<b>\$176,765</b>
<b>3 – Stage 2 Design Phase</b>		
<b>3.3 – Stage2</b>		
3.3.A – Roadway		
3.3.A.A – Title Sheet	4	\$432
3.3.A.B – Schematic	4	\$432
3.3.A.C – General Notes	8	\$864
3.3.A.D – Typical Sections	6	\$666
3.3.A.E- Plan and Profile – Mainline	36	\$3,923
3.3.A.H – Cross Sections	40	\$4,678
3.3.A.I – Intersection Details	56	\$6,478
3.3.B – Drainage		
3.3.B.A – Storm Sewer Profiles	30	\$3,329
3.3.B.D – Underdrain details	30	\$3,329
3.3.B.E – BMP Details	4	\$540
3.3.C – Traffic Control		
3.3.C.A – Pavement Marking Plan	36	\$3,779
3.3.C.B – Signing Plan	18	\$1,925
3.3.D – Signals & ITS		
3.3.D.A – Signal Plan Sheets (signal at Monroe/Warren/Huron ONLY)	50	\$5,608
3.3.D.B – Interconnect Details	15	\$1,617
3.3.E – Maintenance of Traffic		



3.3.E.A – MOT General Notes	8	\$864
3.3.E.B – Detour Plan- Custom Guide Signs	10	\$990
3.3.E.F – MOT Plan Sheets (2 sheets at 50 scale)	32	\$3,599
3.3.J – Utilities		
3.3.J.A – Utility Coordination and Documentation	24	\$3,238
<b>TOTAL 3.3 – Stage 2</b>	<b>411</b>	<b>\$46,289</b>
<b>3.8 – Prepare Cost Estimates</b>		
3.8.A – Roadway	16	\$1,727
3.8.B – Traffic Signals	5	\$597
<b>TOTAL 3.8 – Prepare Cost Estimates and Revise Milestones</b>	<b>21</b>	<b>\$2,324</b>
<b>3.9 – Project Management for Stage 2 Design Phase</b>		
3.9.A – Meetings	16	\$2,857
3.9.B – General Oversight	10	\$2,113
<b>TOTAL 3.9 – Project Management for Stage 2 Design Phase</b>	<b>26</b>	<b>\$4,970</b>
<b>3.11 – Assist with OPWC Grant Application</b>		
3.11.A – OPWC Grant Application Preparation	6	\$962
<b>TOTAL 3.11 – Assist with OPWC Grant Application</b>	<b>6</b>	<b>\$962</b>
<b>3.12 – Public Involvement, Landscape Architecture, Wayfinding Signage</b>		
3.12.A – Public Involvement and Renderings (also see EDG proposal)	8	\$8,703
3.12.B – Landscape Architecture (also see EDG proposal)	5	\$18,137
3.12.C – Wayfinding Signage (also see EDG proposal)	2	\$5,884
<b>TOTAL 3.12 – PI, LA, and Wayfinding Signage Activities</b>	<b>15</b>	<b>\$32,724</b>
<b>Total 3 – Stage 2 Design Phase</b>	<b>458</b>	<b>\$87,269</b>
<b>4 – Stage 3 Design Phase</b>		
<b>4.2 – Stage 3 Detailed Design Plans</b>		
4.2.A – Quantities and Notes		
4.2.A.A – Pavement Subsummary	2	\$270
4.2.A.B – Drainage Subsummary	2	\$270
4.2.A.C – Roadway Subsummary	2	\$270
4.2.A.E – Maintenance of Traffic Subsummary	2	\$270
4.2.A.F – Pavement Marking Subsummary	2	\$270
4.2.A.G – Signing Subsummary	2	\$270
4.2.A.H – Signal Subsummary	2	\$270
4.2.A.L – Landscape Subsummary	2	\$270

4.2.A.M – General Summary Sheet	22	\$3,121
4.2.A.P – General Notes	8	\$1,232
4.2.A.Q – Driveway Details (finalize on P&P sheets)	12	\$1,619
<b>4.2.B – Traffic Signal Plans &amp; ITS Plans</b>		
4.2.B.A – Wiring diagram & pole orientation	21	\$2,276
4.2.B.B – Timing Chart	17	\$1,880
4.2.B.C – Elevation Views of Mast Arm Poles	12	\$1,320
4.2.B.D – Traffic Signal Signs	4	\$462
<b>4.2.C – Signing Plans</b>		
4.2.C.A – Signing Plans	10	\$1,056
<b>4.2.D – Miscellaneous</b>		
4.2.D.D – Perform Systems Engineering Analysis	2	\$330
4.2.D.G – Title Sheet	4	\$540
<b>TOTAL 4.2 – Stage 3 Detailed Design Plans</b>	<b>128</b>	<b>\$15,995</b>
<b>4.3 – Prepare Cost Estimates</b>		
4.3.A – Roadway	10	\$1,286
4.3.C – Utilities	4	\$540
4.3.D – Traffic Signals	4	\$660
<b>TOTAL 4.3 – Prepare Cost Estimates</b>	<b>18</b>	<b>\$2,486</b>
<b>4.4 – Final Plan Package</b>		
4.4.A – Submission of Final Tracings and Documentation	5	\$751
<b>4.4 – Final Plan Package</b>	<b>5</b>	<b>\$751</b>
<b>4.5 – Project Management for Final Engineering</b>		
4.5.A – Meetings	9	\$1,533
4.5.B – General Oversight	10	\$2,113
<b>TOTAL 4.5 – Project Management for Stage 3 Design and R/W Phase</b>	<b>19</b>	<b>\$3,646</b>
<b>4.6 – Pre-Bid Activities</b>		
4.6.A – Pre-Bid Questions	13	\$1,983
4.6.B – Review Bids and Provide Recommendation of Award	7	\$1,098
<b>TOTAL 4.6 – Pre-Bid Activities</b>	<b>20</b>	<b>\$3,080</b>
<b>TOTAL – Stage 3 Design</b>	<b>190</b>	<b>\$25,959</b>

<del>5 - Construction Phase (Note: Deleted from Proposal)</del>		
<del>5.1 - On-going Services during Construction</del>	-	-
<del>5.1.A - Construction Meetings (DCA &amp; CEL attend PreCon mtg &amp; CEL attend 16 bi-weekly construction progress mtg)</del>	54	\$8,532
<del>5.1.B - Prepare record plans from Contractor/CM markups</del>	40	\$1,287
<del>5.1.C - Design Support &amp; Contractor RFI Responses (allowance)</del>	40	\$5,623
<del>TOTAL 5.1 - On-going Services during Construction</del>	104	\$15,440
<del>TOTAL - Construction Phase</del>	104	\$15,440
<b>TOTAL AUTHORIZED PARTS</b>	<del>1683</del> 1600	<del>\$310,431</del> \$289,993
<b><del>IF-ADDITIONAL AUTHORIZED TASKS:</del></b>		
<b>6.1 - Watermain Replacement Design</b>		
6.1.A - Watermain design, Stage 1 (added to P&P sheets)	22	\$3,121
6.1.B - Watermain design, Stage 2 (added to P&P sheets)	12	\$1,772
6.1.C - Watermain design, Stage 3 (added to P&P sheets)	12	\$1,772
6.1.D - Watermain Specifications (provided by City, 2 pages anticipated)	8	\$1,232
6.1.E - Watermain Cost Estimate (all Stages of Design)	8	\$1,232
<b>TOTAL 6.1 - Watermain Replacement Design</b>	62	\$9,129
<b><del>TOTAL IF-ADDITIONAL AUTHORIZED PARTS</del></b>	62	\$9,129
<b>GRAND TOTAL</b>	<del>1745</del> 1662	<del>\$319,560</del> \$299,122



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February 17, 2020

**Proposal No. 1931501**

Mr. Dennis C. Albrecht, Jr, P.E.  
Regional Manager  
LJB, Inc.  
22710 Fairview Center Drive, Suite 200  
Fairview Park, Ohio 44126

**Subsurface Exploration  
Warren Street Reconstruction  
Sandusky, Ohio**

Dear Mr. Albrecht,

TTL Associates, Inc. (TTL) appreciates the opportunity to provide this proposal to LJB, Inc. (LJB) to perform a geotechnical subsurface exploration for the above-referenced project. TTL has developed this proposal for services based on email correspondence between Mr. Dennis Albrecht, Jr., P.E. and Mr. David M. Vovak, P.E. of TTL between November 1, 2019 (original RFQ) and February 20, 2020 (formal proposal request) which included the following documents: RFQ from the City of Sandusky, a project Schedule, and a KMZ file of the site.

**SITE LOCATION & DESCRIPTION**

Based upon the information provided, roadway improvements are proposed along Warren Street between Water and Monroe Streets which covers roughly 2,850 lineal feet in plan distance. The proposed improvements, which will likely mirror previous improvements along a roughly 440-foot segment of Water Street between Market and Washington, will include the following elements of design: runoff rain garden, extending the storm sewer south of Washington, a bike path on the westside, and a sidewalk on the eastside.

Published geologic maps from the Ohio Department of Natural Resources (ODNR) indicate that the project site is located within the glaciated portion of Ohio, with surface elevation of approximately 585 feet msl at the intersection of Warren St and E Monroe Street and sloping down to approximately 570 feet msl at the intersection of Warren St and E Water Street, as depicted from Google Earth. Quaternary soil deposits consist of Lake planed moraine (Clayey till known as the Hiram Till - L4) soils that are known to be very flat, planed by waves in glacial lakes; small patches of sand, silt, or clay could be encountered at the surface in many areas.



Bedrock along the northern portion of the site (+/- north of E Jefferson Street) consist of middle and lower Devonian aged interbedded layers of fossiliferous Limestone and Dolomites of the Columbus Limestone formation. Bedrock along the southern portion of the site (+/- south of E Jefferson Street) consist of middle Devonian aged Argillaceous Limestone of the Delaware Limestone formation. Top of rock was reported to be between approximate Elevations of 560 to 580 feet msl, which is anticipated around 5 to 10 feet below existing grades. Published ODNr water well logs for wells installed in the general area of the site revealed that limestone bedrock was encountered within a couple feet of the surface and static ground water level was reported between 5 and 15 feet below surrounding grades. No mining has been documented within and in proximity of the site.

## **SCOPE OF SERVICES**

TTL proposes to drill test borings to evaluate of the subsurface conditions relative to the proposed roadway improvements. A drill rig and crew will be utilized to advance test borings into the underlying soils for the purpose of collecting soil samples and performing in-situ tests. Laboratory testing will be conducted on the collected soil samples to provide physical properties and characteristics of the underlying materials. Engineering design and construction recommendations for the proposed improvements will be developed based on information obtained from the drilling and laboratory testing.

It should be noted that soil infiltration recommendations were requested for proposed rain gardens. Note that, due to the anticipated shallow bedrock and relatively high groundwater table, in-situ permeability testing is not planned at this time. If, following completion of the test borings, soil, groundwater, and bedrock conditions are considered conducive for this type of stormwater management, an add price is included in the "Estimated Cost" section of this proposal for performance of an in-situ infiltration test.

Based upon the understanding noted above, the proposed scope of work has been divided into the following three tasks:

### **Task 1 - Mobilization, Drilling and Sampling**

Based on the provided information, TTL proposes drilling a total of 7 ODOT Type A roadway test borings for the project. Per GB-1 requirements for the Type A borings, the upper 6-feet of the test borings will be sampled continuously below the pavement subgrade. We have assumed that top of subgrade will be approximately 1 foot below existing grade, such that these borings will be extended to a depth of 7 feet. Two of these roadway borings (south of Washington), will be extended to rock and cored 10 feet each into the underlying rock formation. Therefore, a total of 55 lineal feet of soil drilling and 20 lineal feet of rock coring is proposed. TTL will provide traffic control consisting of signs and 1-flagger throughout the field drilling activities.

TTL will mobilize the drill rig and crew to the site, perform the indicated test borings, and return the collected samples to our laboratory for testing. The test borings will be located in the field by TTL. TTL will notify Ohio Utilities Protection Service (OUPS) for utility markings and clearances.

If obstructions, overhead power lines, or underground utilities are encountered, the test borings may have to be relocated. The relocation distance shall be kept to a minimum.

The test borings will be performed in accordance with ASTM D 1586 and D 5434. Soil samples will be collected at continuously to 6 feet and at 2½-foot intervals thereafter. Standard Penetration Tests will be performed at the same intervals. Upon completion of the drilling operations, each test boring shall be backfilled with a mixture of bentonite chips and auger cuttings and cold patch asphalt will be utilized to patch the roadway pavement.

## **Task 2 - Laboratory Testing**

Recommendations pertaining to pavements will be evaluated using the soil properties and characteristics determined from a combination of the following laboratory tests, performed as required for analysis:

- Moisture content determinations (ASTM D 2216);
- Atterberg limits tests (ASTM D 4318); and,
- Particle size analyses (ASTM D 422).

All recovered soil samples will be tested for moisture content and visually or manually classified in accordance with the Ohio Department of Transportation (ODOT) system of soil classification. Unconfined compressive strength estimates will be obtained for the intact cohesive samples using a calibrated hand penetrometer. Additionally, an Atterberg limits test and a particle size analysis will be performed on a representative soil sample from each boring to evaluate soil classification and index properties.

We understand that global chemical stabilization may be considered for this project. We have budgeted for one subgrade soil sample from three borings to be tested for sulfate content to help evaluate the suitability of this subgrade modification method.

It is presumed that strict adherence to ODOT GB-1 specifications is not required for this project, as those specifications require two samples per boring be tested for classification and one sample per boring be tested for sulfate content.

## **Task 3 - Engineering Analysis, Recommendations and Report Preparation**

A geotechnical engineer will take the information from the driller's field logs and prepare engineering logs describing each stratum encountered. Geotechnical related design and construction recommendations will be prepared under the direction of a licensed professional engineer. The final report will contain the field investigation and laboratory test data, state our findings and observations, and include a site plan and log identifying each test boring. The final report will also include design and construction recommendations pertaining to proposed roadway improvements including subgrade preparation and a design California Bearing Ratio (CBR) value.

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### **ESTIMATED PROJECT COST**

TTL proposes to conduct the investigation described herein for a lump sum fee of **\$10,000.00**. Additional drilling and sampling of overburden soils, if deemed necessary by subsurface conditions and authorized by LJB, would be performed on an add basis of \$40.00 per lineal foot in soil and \$75.00 per lineal foot in rock. Delays incurred by the drilling crew due to circumstances beyond our control will be billed at the rate of \$355.00 per hour.

If soil, bedrock, and groundwater conditions encountered in the test borings are conducive for rain gardens, an in-situ infiltration test would be performed for an add fee of \$2,675.00

The engineering fee includes analysis and consultation through submittal of the final report. Any project meetings, as well as additional analysis and consultation services, will be invoiced in accordance with the following unit rates:

- Project Engineer for additional analysis and engineering evaluation, per hour .....\$ 160.00
- Chief Geotechnical Engineer (P.E.) for meetings and consultation, per hour .....\$ 230.00

### **TERMS AND CONDITIONS**

It is anticipated that an LJB subcontract agreement will be submitted for this project. We request that the subcontract agreement reference this proposal by number and date.

TTL will apply reasonable care to avoid encountering underground structures and utilities, including notifying OUPS prior to the field work to obtain clearances within OUPS' jurisdiction. **The client is to furnish TTL with plans identifying on-site underground structures and utilities, and to notify TTL of those structures and utilities not shown on said plans.** Any claims resulting from damage to structures/utilities not identified or mismarked by OUPS locaters and/or the client are not the responsibility of TTL, regardless if such damages are direct, indirect, or consequential.

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## **SCHEDULE**

TTL is prepared to begin work on this project upon receipt of written authorization to proceed. Based on our current drilling schedule, we anticipate that the field work can commence within three weeks of authorization and will require 1 day to complete. A PDF electronic copy of our final report will be available approximately three weeks after completion of the drilling operations.

TTL Associates, Inc. appreciates this opportunity to provide our quality geotechnical services, and we look forward to working with you on this project. Should you have any questions regarding this proposal, please contact us at (419) 324-2222.

Respectfully submitted,

**TTL Associates, Inc.**



Christopher P. Iott, P.E.  
Chief Geotechnical Engineer



David M. Vovak, P.E..  
Cleveland Operations Director

T:\Geotech\Projects 2020\1931501...\Proposal\1931501 TTL Geotech Proposal Warren Street Design - Sandusky, OH.docx



February 11, 2020

Dennis C. Albrecht, Jr., P.E.  
Principal, Regional Manager  
LJB  
22710 Fairview Center Drive  
Fairview Park, OH 44126

**Re: City of Sandusky – Warren Street  
R/W Services – Encroachments**

Dear Mr. Albrecht:

O. R. Colan Associates (ORC) has prepared a cost proposal for LJB to obtain Encroachment Agreements from five (5) properties on the City of Sandusky's Warrant Street Project. ORC will follow the City's process which is further outlined in Attachment A – Scope of Services. The impacted properties and fee are listed below:

<b>Mack Iron Works</b>	<b>\$1,500</b>
<b>#433 Adams</b>	<b>\$1,250</b>
<b>#506 Adams</b>	<b>\$1,250</b>
<b>#410 Warren</b>	<b>\$1,250</b>
<b>#426 Warren</b>	<b>\$1,250</b>
<b><u>Management Fee</u></b>	<b><u>\$850</u></b>
<b>TOTAL:</b>	<b>\$7,350</b>

Related to contingencies that may arise, ORC would propose a fee of \$2,000 that will be if authorized as deemed necessary. This can be utilized through a unit fee as noted above or if other tasks are required, an hourly rate of \$150/hour for any separate guidance and support outside of the attached scope of services. Therefore, total request would be in the amount of **\$9,350**. We appreciate the opportunity to assist LJB and the City of Sandusky on this project. If you have any questions please contact me at (440) 827-6116 x 205.



Benjamin Zera  
Project Manager  
O.R. Colan Associates

Cc: Project File  
John Mandula, ORC Project Manager

## *Revised Scope and Fee (March 11, 2020):*

### **Phase 1 – Public Involvement and Renderings - \$7,181.53**

- Attendance and presentation by PM at one public meeting
- Two (2) before/after colored renderings
  - Includes 1 revision for each rendering
- One (1) 24" X 36" presentation board mounted on foam core
  - Includes 1 revision for overall board layout
- Development of one (1) public meeting advertisement flier intended for distribution to the general public
  - Includes 1 revision of flier layout/content

### **Phase 2 – Landscape Architecture & Plantings ~~(up to 7 intersections) - \$22,309.56~~**

***(up to 3 typical intersections + south side of Water Street at Warren Street) - \$17,309.56***

#### **Curb Extension Planting Plan**

- 30% Curb Extension Planting Massings
- 70% Curb Extension Planting Plans
- 100% Curb Extension Planting Plan Construction Documents
  - 2 total revisions included throughout process
  - Costs and quantities included with each submittal

#### **Streetscape Node Design\***

- 30% Streetscape Node Schematic Layout
- 70% Detailed Design Streetscape Detailed Design
- 100% Streetscape Node Construction Documents
  - 2 total revisions included throughout the process
  - Costs and quantities included with each submittal

### **Phase 3 – Wayfinding Signage\*\* - \$5,460.56**

- 30% Bicycle Guide Signs Schematic Layout
- 70% Bicycle Guide Signs Detailed Design
- 100% Bicycle Guide Signs Construction Documents.
  - 2 total revisions included throughout the process
  - Costs and quantities included with each submittal

LJB will be responsible for all grading, curb and curb ramp design, utility relocation & coordination, demolition plans, drainage calculations and design, etc.

*\*This is per my conversation with Angie. They are not looking for pocket parks, and are instead looking for respite areas near some of the curb extension areas.*

*\*\* Per my conversation with Angie, they are not looking for new signage design; they do not have much money for this effort or construction. We are proposing using MUTCD Bicycle Guide Signs (which also includes other modes)*

**Michelle L. Johnson**

Director



Akron/Cleveland/Columbus

P: 330.375.1390

C: 513.461.2121

[MJohnson@envdesigngroup.com](mailto:MJohnson@envdesigngroup.com) | [envdesigngroup.com](http://envdesigngroup.com)



## COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5715  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

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

**From:** Matthew D. Lasko, Chief Development Officer

**Date:** March 17, 2020

**Subject:** Commission Agenda Item – Review of recommendations of the Tax Incentive Review Council (TIRC) and Community Reinvestment Area Housing Council (CRAHC)

**Items for Consideration:** Legislation approving the recommendations of the TIRC and CRAHC related to certain Enterprise Zone, Community Reinvestment Area and Tax Increment Financing agreements.

**Background Information:** The City of Sandusky, designated as a full authority zone by the State of Ohio, has the ability to directly enter into both Enterprise Zone and Community Reinvestment Area agreements with certain property owners for the purposes of offering real estate tax abatement benefits for properties that undergo substantial physical rehabilitation and that may also lead to job creation and increased local payroll. Further, the City of Sandusky has the ability to create Tax Increment Financing districts/funds around major private investment projects that utilize the increased real estate tax revenues to fund public facility and infrastructure investments within a defined district or that benefit the TIF'd parcels.

The City of Sandusky, in 2019, was entered into twelve (12) Enterprise Zone agreements, four (4) Community Reinvestment Area agreements and three (3) Tax Increment Financing agreements. The City of Sandusky TIRC and CRAHC met on March 12, 2020 to both review performance reports for all nineteen (19) combined agreements for calendar year 2019 and to make a recommendation to the Sandusky City Commission whether to continue, modify, or terminate each agreement. Under Ohio Revised, the Sandusky City Commission is required to meet and vote to accept, reject or modify all or any portion of the TIRC and CRAHC recommendations.

At the March 12, 2020 meeting of the TIRC and CRAHC, it was recommended to continue eleven (11) Enterprise Zone agreements, four (4) Community Reinvestment Area agreements and three (3) Tax Increment Financing agreements (a copy of the complete meeting minutes and recommendations are attached). One (1) Enterprise Zone agreement for Cooke Building, LLC was previously mutually terminated by the City of Sandusky City Commission and the property owners and required no action by the TIRC. Additionally, the summary of the recommendations is attached to this communication and were received on March 17, 2020 from the Chairman of both respective Councils.

**Budgetary Information:** Some of the agreements require either annual monitoring fee payments or City compensation payments. For 2019 agreements, the City is to receive an estimated \$4,092.20 in monitoring and compensation payments. All funds are to be deposited into the General Fund.

**Action Requested:** It is requested that the proper legislation be prepared approving the recommendations of the TIRC and CRAHC related to certain Enterprise Zone, Community Reinvestment Area and Tax Increment Financing agreements. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage in order to remain in compliance with the Ohio Revised Code.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Michelle Reeder, Finance Director  
Trevor Hayberger, Law Director

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

**A RESOLUTION ACCEPTING AND APPROVING THE CITY OF SANDUSKY TAX INCENTIVE REVIEW COUNCIL'S (T.I.R.C.) RECOMMENDATIONS REGARDING CURRENT TAXATION AGREEMENTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City of Sandusky's Tax Incentive Review Council met on March 12, 2020, to review the City's tax increment financing agreements, enterprise zone agreements and community reinvestment area abatements and the Chairman of the T.I.R.C., the County Auditor, has submitted the T.I.R.C.'s recommendations to this City Commission on March 17, 2020, a copy of which is marked Exhibit "A" attached to this Resolution and specifically incorporated as if fully rewritten herein; and

**WHEREAS**, pursuant to O.R.C. Section 5709.85(E), this City Commission is required to hold a meeting within sixty (60) days of receipt of the T.I.R.C.'s recommendations and vote to accept, reject, or modify all or any portion of the T.I.R.C.'s recommendations and to forward a copy of this Resolution together with the Commission's recommendations to the Erie County Auditor's Office; 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 to ensure compliance with the statutory timeline in the O.R.C. Section 5709.85(E); and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, 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 accepts and approves the City of Sandusky Tax Incentive Review Council's recommendations as set forth in Exhibit "A" which is attached to this Resolution and is specifically incorporated as if fully rewritten herein.

Section 2. The Clerk of the City Commission be and is hereby directed to certify a copy of this Resolution together with any modifications, if any, to the Erie County Auditor.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions thereof.

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

Section 5. That for the reasons set forth in the preamble 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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 23, 2020

# RICHARD H. JEFFREY

## ERIE COUNTY AUDITOR

247 Columbus Avenue, Suite Sandusky, Ohio 44870-2635  
(419) 627-7746 [ecao@eriecounty.oh.gov](mailto:ecao@eriecounty.oh.gov)

March 17, 2020

Sandusky City Commission  
240 Columbus Ave  
Sandusky, Ohio

The Tax Incentive Review Council (TIRC) and Community Reinvestment Area Housing Council (CRAHC) for the City of Sandusky, Ohio met on Wednesday March 12, 2020 in the Erie County Commission Chambers, 2900 Columbus Avenue, Sandusky Ohio. The following Council members were in attendance:

- Richard Jeffrey, Erie County Auditor (Chair)
- Eric Wobser, City Manager, City of Sandusky
- Michelle Reeder, Finance Director, City of Sandusky
- Dick Brady, City Commission President, City of Sandusky
- Dru Meredith, Vice President of Operations/Marketing & Strategic Planning, Firelands Regional Medical Center
- Michael Will, Citizen Delegate, City of Sandusky
- JoAnn Bonner, Citizen Delegate, City of Sandusky

Also in attendance were:

- Kristen Barone, Administrative Assistant, City of Sandusky
- John Storey, Economic Development Specialist, City of Sandusky
- Matt Lasko, Chief Development Officer, City of Sandusky
- Sharon Johnson, member of the general public
- Zach Rospert, Erie Regional Planning Commission
- John Rogers, Erie County Auditor's Office
- Toni Fritz, Erie County Auditor's Office

Chairman Jeffrey called the meeting to order at 3:04 P.M. He informed everyone the first items to be voted on fell under the TIRC; therefore, the members eligible to vote included E. Wobser, M.Reeder, J. Bonner, D. Meredith, D. Brady, and R. Jeffrey. He further stated for the Community Reinvestment Area those eligible to vote included M. Will, M. Reeder, D. Meredith, and R.Jeffrey.



### **CONSIDERATION OF MARCH 6, 2019 MEETING MINUTES:**

The minutes of the March 6, 2019 meeting were reviewed. On a motion by D. Meredith and second by M. Will, the minutes were unanimously approved as presented.

### **ENTERPRISE ZONE AGREEMENTS:**

**Gundlach Sheet Metal Works, Inc.-** M. Lasko stated the agreement was for a 10-year 75% abatement on the cost of improvements. The project includes the construction of a new 6,250 square foot warehouse addition, improved parking and logistical area and renovated administrative offices at the existing facility. Total project investment was to be between \$830,000-\$1,040,000 in physical construction improvements. In addition, the company was to install between \$20,000-\$50,000 in furniture and fixtures for the project. The project is totally constructed and was completed in the fall of 2018 -prior to the stated project completion deadline of March 31, 2019. As of 12/31/2019, the total project investment was \$1,050,000 including furniture and fixtures. The company was to retain forty-five (45) existing positions and hire and additional four and one-half (4.5) new full-time permanent positions. These additional jobs were to be in place by 12/31/2019. The anticipated increase in additional payroll was to be \$475,000.

As of 12/31/19, the company had retained forty-five (45) employees (although 1 has subsequently been laid off) and has hired ten (10) new full-time permanent positions based on the expansion project. As of 12/31/19, the company has increased its payroll \$418,235.96. Although this is slightly below the required \$475,000 it is due to the fact that some employees have not worked a full year although they were hired by 12/31/19. This number will be higher at the end of 2020. M. Lasko recommended to continue the agreement as constituted.

There was a motion by E. Wobser, and second by M. Reeder, to accept the recommendation. All voting members were in favor of the motion.

**Chris Andrews, LLC d.b.a Ohio Truck Sales-** M.Lasko stated the agreement was for a 10-year 75% abatement on the cost of improvements. The project includes the construction of a new 13,200 square foot addition and a new 500 square foot office and other site improvements including concrete work and fencing. Total project investment is estimated at over \$1,200,000. In addition, the Company expects to install \$200,000 to \$225,000 in furniture and fixtures for the project. There was a first amendment to the original agreement, approved on 12/27/18, extending the latest date for the commencement of the tax abatement based on a longer than anticipated construction schedule. The project completed construction in very early 2019. As of 12/31/2019, the total project investment was approximately \$3,300,000 for physical construction costs, furniture and fixtures through 12/31/19. The Company was to create ten (10) new full-time permanent positions and retain twenty-one (21) positions. These jobs are to be in place by 12/31/2019. The anticipated increase in additional payroll was to be \$250,000 in total - all of which is for permanent full-time positions. The Company has a total of sixty-eight (68) employees as of 12/31/19 (down



from 71 in 2018), meaning it has hired forty-seven (47) new employees with over \$2,000,000 in added payroll attributable to the new employees. M. Lasko recommended to continue the agreement as constituted.

There was a motion by D. Meredith, and a second by M. Reeder, to accept the recommendation. All voting members were in favor of the motion.

**300 E. Water Street Properties, LLC-** M. Lasko stated the agreement was for a 10-year 75% abatement on the cost of improvements. The project included the renovation and adaptive reuse of a 2,400 square foot, former residential condominium unit and commercial space into a larger commercial condominium unit to be leased out. Total project investment is estimated to be between \$100,000-\$150,000 on top of acquisition costs. In addition, the company expects to install \$20,000 to \$45,000 in furniture and fixtures for the project. The project was to be completed no later than 12/31/19. The company was to hire 5 new employees with a \$500,000 payroll. As of 12/31/19, the Company had in fact hired 5 full-time employees with a payroll exceeding \$660,000. M. Lasko recommended to continue the agreement as constituted.

There was a motion by E. Wobser, and a second by M. Reeder, to accept the recommendation. All voting members were in favor of the motion.

**S + S Realty, Ltd (Holiday Inn Express - Phase I)-** M. Lasko stated that the agreement was for a 10-year 75% abatement on the cost of improvements. The project includes the demolition of the north wing of the existing Quality Inn and the construction of a new five-story, 73-room Holiday Inn Express. Total project investment is estimated between \$5,000,000-\$6,000,000. An additional \$1,000,000-\$1,250,000 is anticipated to be invested in the form of furniture and fixtures. Holiday Inn Express has been operating since May 2016. As of 12/31/2019, the total project investment was \$6,224,637.06 with an additional \$1,245,485.29 spent for new personal property through 12/31/19. The company is to create 15 new full-time permanent positions and 20 new part-time permanent positions. These jobs are to be in place by 11/1/2015. The anticipated increase in additional payroll is \$331,000 in total which includes \$285,000 in permanent full-time positions, with the balance comprised of permanent part-time positions and temporary full-time positions. The company has a total of 30 employees as of 12/31/19 with \$588,691.96 in payroll attributable to the new employees. This number is much higher at different times of the year. 20 of the total employees are full-time permanent positions and 10 are part-time permanent positions. 29 of the 30 employees (97%) are Erie County residents. M. Lasko recommended to continue the agreement as constituted.

There was a motion by D. Brady, and a second by M. Will, to accept the recommendation. All voting members were in favor of the motion.

**S & S Realty, LTD. (Holiday Inn Express - Phase II)-** M. Lasko stated that the agreement was for a 10-year 75% abatement on the cost of improvements. The project includes the

expansion of the existing Holiday Inn Express hotel through a second phase. In total, an additional sixty-six (66) rooms will be added through a new five-story building. Total project investment is estimated to be between \$5,000,000-\$5,700,000. In addition, the company expects to install between \$900,000 to \$1,100,000 in furniture and fixtures for the project. The project is to be completed no later than 6/30/2020. The company will create 15 new full-time equivalent permanent positions. These jobs are to be in place by 6/30/21. The anticipated increase in additional payroll is set at \$185,000. As mentioned, the project is still under construction. The job creation period commenced on 10/31/19 and continues through 6/30/21. M. Lasko recommended to continue the agreement as constituted.

There was a motion by D. Meredith, and a second by M. Will, to accept the recommendation. All voting members were in favor of the motion.

**Bay Boat Storage, LTD.-** M. Lasko stated that the agreement was for a 10-year 75% abatement on the cost of improvements. The project includes the new construction of an approximate 60,000 square foot heated indoor marina storage building on approximately 2-acres of land. The facility will include offices and restrooms and cater to boats and other types of water-craft. The company intends to invest between \$1,000,000-\$1,400,000 in physical construction cost and another \$50,000-\$100,000 for machinery and equipment. The project is to be completed no later than 12/31/2020. As of 12/31/2019, the project remained under construction but well on its way to being completed prior to the end of calendar year 2020. To date, \$490,500 has been spent on the project including construction wages. The company is to create three (3) new full-time employment positions. The minimum new annual payroll attributed to these positions is \$120,000. The jobs are to be in place no later than 12/31/2020. Since the project is still under construction, there are no permanent job results to report. M. Lasko recommended to continue the agreement as constituted.

There was a motion by D. Brady, and a second by M. Reeder, to accept the recommendation. All voting members were in favor of the motion.

**Resort School, LLC-** M. Lasko stated that the agreement was for a 10-year 75% abatement on the cost of improvements. The project includes the new construction of an approximate 78,000 square foot, five-story facility. The facility will include 80 residential apartments and first floor post-secondary education space, lobby and modest retail along with a 30+ space on-site parking lot. The company intends to invest approximately \$13,600,000 on the improvements. The project must be completed no later than 12/31/20 but is expected to be completed by 9/30/20. As of 12/31/2019, the project remained under construction but well on its way to being completed prior to the end of calendar year 2020 and in time for the start of the fall semester. To date, approximately \$4,500,000 has been spent on improvements inclusive of construction wages. The company is to create or cause to be created 10 new full-time employment positions. The minimum new annual payroll attributed to these positions is \$700,000. The jobs are to be in place no later than 12/31/2020. Since the project is still under construction, there are no permanent job results to report. M. Lasko recommended to continue the agreement as constituted.

There was a motion by E. Wobser, and a second by D. Brady, to accept the recommendation. All voting members were in favor of the motion.

**Market Street Collective, LLC-** M. Lasko stated that the agreement was for a 10-year 75% abatement on the cost of improvements. The project includes the complete renovation of the former 11,000 square foot Cardinal Grocery Store. Once completed, the facility will resemble a food hall with individual vendors, some grocery, bar and dining space. The company intends to invest just over \$2,000,000 which includes \$515,000 for building acquisition. The project must be completed no later than 12/31/2020. As of 12/31/2019, the project remained in due diligence and pre-construction planning. With the abatement being passed and signed near the tail end of 2019, there is no construction commencement and therefore no construction wages paid to date. The company is to create or cause to be created 8 new full-time employment positions and 6 part time/seasonal positions. The minimum new annual payroll attributed to these positions is \$414,000. The jobs are to be in place no later than 12/31/2020. Since the project is still under construction, there are no permanent job results to report. M. Lasko recommended to continue the agreement as currently constituted.

There was a motion by M. Reeder, and a second by E. Wobser, to accept the recommendation. All voting members were in favor of the motion.

**Huntley Building, LLC-** M. Lasko stated that the agreement was for a 10-year 75% abatement on the cost of improvements. The project included the renovation of an approximate 30,000 square foot formerly vacant downtown commercial building. Now constructed, the building is referred to as the "Marketplace at Cooke" and houses multiple food & beverage, retail and entertainment tenants. Total project investment was to be between \$1,500,000-\$2,500,000 with an additional \$100,000-\$200,000 in furniture, fixtures and equipment. The project was to be completed no later than 12/31/19. As of 12/31/2019, construction was completed, and many tenants now occupy the space. The total project investment on top of acquisition costs was \$2,821,197 including furniture, fixtures and equipment. The Company was to create or cause to be created a minimum of 10 new full-time permanent positions. These jobs were to be in place by 6/30/20. The anticipated increase in additional payroll is set at \$150,000. As of 12/31/2019, there have been nine (9) full time jobs created and twenty-nine (29) part- time jobs created at the site with payroll calculated at \$194,700 for a partial year. M. Lasko recommended to continue the agreement as currently constituted.

There was a motion by D. Brady, and a second by M. Reeder, to accept the recommendation. All voting members were in favor of the motion.

**Cooke Building, LLC-** M. Lasko stated that the agreement was for a 10-year 75% abatement on the cost of improvements. The project was to include the historic rehabilitation of two downtown properties comprising three 3 legal parcels. The buildings comprised approximately 35,000 square feet and once completed, would house leasable retail, commercial and entertainment space. The project called for an investment of between



\$6,000,000-\$7,000,000 in physical buildout and another \$500,000 in furniture, fixtures, and equipment. The project was to be entirely completed by 12/31/2020. As of 12/31/2019, the project is not moving forward. Due to complications during interior demolition, the owners have decided to demolish the buildings and construct new beginning in 2020. Plans for the new facility are still being developed. The company was to create or cause to be created eight (8) new full-time employment positions. The minimum new annual payroll attributed to these positions was to be \$300,000. The jobs were to be in place no later than 6/30/2021. Since the project is being altered, no jobs have yet to be attributed to this agreement nor will there be. The owners and the City agreed to terminate the agreement in late 2019 due to the project not being able to move forward as contemplated in the approved agreement. The owners have expressed interest in reapplying once the details of the new building are finalized.

R. Jeffrey stated he would assume we would still need to have a motion to accept the termination.

There was a motion made by D. Brady, and a second by M. Reeder to terminate the agreement. All voting members were in favor of the motion.

R. Jeffrey advised for someone to figure out whether or not the work they are doing to shore up the south side wall, constitutes the start of the replacement, for whatever agreement is worked out in the future.

**Renaissance Too. LLC (125 E. Water Street)**- M. Lasko stated that the agreement was for a 10-year 75% abatement on the cost of improvements. The project involved the substantial and historic renovation to the formerly vacant property at 125 E. Water Street. Upon completion the approximate 7,350 square foot building will house both commercial and residential spaces along with ground floor indoor parking. This building will also serve as the new headquarters for Lake Erie Shores and Islands. The company intends to invest between \$500,000-\$550,000 on the improvements, not including costs of acquisition. The project must be completed no later than 12/31/2020. As of 12/31/2019, the project remained under construction but well on its way to being completed prior to the end of calendar year 2020. To date, approximately \$418,200 has been invested into the project of \$200,000 is attributed to construction wages. The company is to retain or cause to be retained ten (10) full-time employment positions and four (4) part-time/seasonal employment positions. The minimum new annual payroll attributed to these positions being retained is \$400,000. The jobs are to be in place no later than 12/31/2020. Since the project is still under construction, there are no job retention results to report. M. Lasko recommended to continue the agreement as currently constituted.

There was a motion made by D. Brady, and a second by D. Meredith, to accept the recommendation. All voting members were in favor of the motion.

**Renaissance Too. LLC (131 E. Water Street)**- M. Lasko stated that the agreement was for



a 10-year 75% abatement on the cost of improvements. The project involves the substantial and historic renovation to the formerly vacant property at 131 E. Water Street along with the addition of a 4<sup>th</sup> floor. Upon completion the approximate 7,300 square foot building will house both commercial and residential spaces along with ground floor indoor parking. The company intends to invest between \$1,125,000-\$1,210,000 on the improvements, not including costs of acquisition. The project must be completed no later than 12/31/20. As of 12/31/2019, the project remained under construction but well on its way to being completed prior to the end of calendar year 2020. To date, approximately \$320,300 has been invested into the project of which \$200,000 was in the form of construction wages. The company is to create or cause to be created two (2) full-time employment positions. The minimum new annual payroll attributed to these positions being created is \$100,000. The jobs are to be in place no later than 12/31/2021. Since the project is still under construction, there are no job retention results to report. M. Lasko recommended to continue the agreement as currently constituted.

There was a motion made by E. Wobser, and a second by D. Meredith, to accept the recommendation. All voting members were in favor of the motion.

**TAX INCREMENT FINANCING (TIF) AREAS -Mr. Lasko informed the Council that next he would be reviewing the TIF Agreements:**

**Chesapeake TIF-** M. Lasko stated the TIF was created in 2004, requiring that all deposits into the TIF account be expensed on certain private redevelopment projects and/or municipal improvements including, but not limited to, land acquisition, relocation, demolition, parks, streets, utilities, public buildings - all intended to promote further development within the TIF district. In 2019, there was \$578,200.57 in receipts. In the same time, there was \$430,336.19 in expenses. As such, as of 12/31/19, the balance was \$1,167,410.31. M. Lasko recommended continuation of the agreement as currently constituted.

There was a motion made by D. Meredith, and a second by M. Reeder, to accept the recommendation. All voting members were in favor of the motion.

**Cleveland Road TIF-** M. Lasko stated created in 2018, the Cleveland Road TIF includes eight parcels on the eastern end of Sandusky- that currently serve as the site of the second phase of the Cedar Point Sports Center and the Knights Inn Motel. Any projects on these parcels that are developed and taxable at the earlier of \$50,000 worth of investment or 12/31/21 will pay into the TIF account for a period of thirty years. Any projects developed and taxable on these specific parcels after 12/31/21, will pay into the TIF account until 12/31/50, which will be less than thirty years. The Sandusky City Schools will be due 10% of all gross annual revenues deposited into the account until 2050. Revenues in the account may be used for public infrastructure improvements that are to the benefit the TIF parcels and may include trails, paths, parks, streets, sidewalks, water and sewer lines, and acquisition of real estate. This is not a boundary TIF. In 2019, there were no revenues deposited into the account nor were there expenses debited from the account. Therefore, there were no school

compensation payments made to the Sandusky City Schools in 2019. However, with the completion of the second phase of the Sports Center project, revenues will begin to be received in first quarter of 2021. Based on a development agreement entered into in December of 2019 between the City and Cedar Fair, the minimum gross revenues to be received by the City related to the new complex are \$550,000 annually. M. Lasko recommended continuation of the existing agreement as currently constituted.

There was a motion made by D. Brady, and a second by E. Wobser. All voting members were in favor of the motion.

R. Jeffrey advised the City to think about the fact that there is some additional money coming from Firelands that is not included in that \$550,000 that they will need to decide what to do with.

Joe Ann Bonner asked if there will ever be room for a YMCA there.

R. Jeffrey stated that they have the space to do something more there, but they will not give an answer on what their plans are for that space yet.

**Downtown TIF-** M. Lasko stated created in 2018, the Downtown TIF includes 35 parcels in the core of downtown and heading eastward - made up of a combination of City owned land and historically vacant or underutilized properties and buildings. Any projects on these parcels that are developed and taxable at the earlier of \$50,000 worth of investment or 12/31/21 will pay into the TIF account for a period of 30 years. Any projects developed and taxable on these specific parcels after 12/31/21, will pay into the TIF account until 12/31/50, which will be less than 30 years. The Sandusky City Schools will be due 10% of all gross annual revenues deposited into the account until 2050. Revenues in the account may be used for public infrastructure improvements that are to the benefit of the TIF parcels and may include trails, paths, parks, streets, sidewalks, water and sewer lines, and acquisition of real estate. This is not a boundary TIF. In 2019, there were no revenues deposited into the account nor were there expenses debited from the account. Therefore, there were no school compensation payments made to the Sandusky City Schools in 2019. The City anticipates the first revenues to be deposited into the account in 2020. M. Lasko recommended continuation of the existing agreement as currently constituted.

There was a motion made by E. Wobser, and a second by M. Reeder, to accept the recommendation. All voting members were in favor of the motion.

There was a motion made by D. Brady, and a second by M. Reeder, to adjourn the meeting.



### **2019 COMMUNITY REINVESTMENT AREA REVIEW:**

Chairman Jeffrey called the meeting to order at 3:31 P.M. Voting members present included: R. Jeffrey, D. Meredith, M. Reeder, and M. Will.

#### **Consideration of March 6, 2019 meeting Minutes:**

The minutes of the March 6, 2019 meeting were reviewed. On a motion by M. Will and second by M. Reeder, the minutes were unanimously approved as presented.

**Zeller Gaming Enterprises, LLC-** Mr. Lasko stated that the agreement was for a 5-year 75% abatement on the cost of improvements. The project includes the renovation of a vacant commercial building located at 142 Columbus Avenue, Sandusky, Ohio. Total project investment is estimated at \$395,000. An additional \$5,000 is anticipated to be invested in the form of furniture and fixtures. Construction is complete and Barra has been operating since June 2017. As of 12/31/2019, the total project investment was \$395,000 with an additional \$5,000 spent for new personal property through 12/31/19. The Company is to create four (4) new full-time permanent positions. These jobs were to be in place by 12/31/2017. The anticipated increase in additional payroll is \$100,000 in total, including permanent full-time and part-time positions. The company has a total of 33 employees (20 FTEs) as of 12/31/19 with \$350,000 in payroll attributable to the new employees (down from 37 employees and \$395,000 in payroll from 2018). Mr. Lasko recommended continuation of the existing agreement as currently constituted.

There was a motion made by M. Reeder, and a second by M. Will, to accept the recommendation. All voting members were in favor.

**Tier 3, LLC-** Mr. Lasko stated that the agreement was for a 10-year 75% abatement to offset a portion of the property tax costs associated with the renovation and occupancy of the building located at 223 W Water Street (Erie County, Ohio permanent parcel number 56-00079.000). The project involves the renovation of a currently vacant commercial building located at 223 W Water Street. The renovation consists of the demolition and construction necessary for the renovation and return to productive use of a currently vacant, blighted commercial building into a hotel and lounge/restaurant space. Costs of the project are estimated at approximately \$912,000 for the renovation, \$179,000 for purchase of the existing building (no abatement) and \$85,000 for new machinery, equipment, furniture and fixtures (no abatement). The first phase of the hotel is now open and operating. Total project investment as of 12/31/19 was \$1,400,000. The project was anticipated to create 10 new full-time positions with new annual payroll of \$165,260. As of 12/31/19, the project has created 28 new employment positions with a total payroll of \$369,584 (up from 27 and \$323,000 in 2018). Mr. Lasko recommended to continue the abatement as currently constituted.

There was a motion made by M. Will, and a second by M. Reeder, to accept the recommendation. All voting members were in favor.

**SANDCITY, LLC-** Mr. Lasko stated that the agreement was for a 10-year 75% abatement on the cost of improvements. The project includes the renovation of three architecturally

distinct historic buildings into one 68,000+ square foot (51,000 leasable square feet) approximately \$11.4 million mixed-use development. The project consists of new City Hall administrative offices for the City of Sandusky, three renovated retail spaces and 18 market rate apartments in the remaining leasable space. The renovation shall consist of the demolition and construction necessary for the return to productive use of currently vacant, blighted commercial buildings into a mixed-use development. The project is now complete, with the exception of undertaking tenant improvements in two of the leasable retail bays. As of 12/31/19, the total investment was \$12,507,000 far in excess of the requirements of the agreement. As a result of the project, it is expected that 25 new full-time permanent positions (excluding City Hall employees) will be created from the businesses in the retail spaces and also property management positions. These jobs are to be in place fully by 12/31/2023. The anticipated increase in additional payroll is \$600,000 in total. As of 12/31/19, there were no new employment positions created. However, it should be noted, two of the three retail spaces are leased out and it is expected that the employment and payroll requirements will be met as early as the end of 2020. M. Lasko recommended to continue the agreement as constituted.

There was a motion made by M. Reeder, and a second by M. Will, to accept the recommendation. All voting members were in favor.

**Rieger Place/Buckeye Community Twenty-Two, LP-** M. Lasko stated that the agreement was for a 10-year 75% abatement for the costs associated with the renovation of the formerly vacant property commonly called the Rieger or the Sanduskian. The project consists of the renovation of this 64,995 square foot commercial building (parcel numbers 56- 00980.000 and 56-00981.000) into retail units on the ground floor and renovation of the balance of the building into thirty-seven (37) income restricted senior housing units (apartments). The renovations are to meet current building codes and also design and energy efficiency requirements set forth by both the Ohio Housing Finance Agency and Enterprise respectively. Costs of the project are estimated at approximately \$5,000,000 - \$6,000,000 for the renovation. Construction on the building is complete. As of 12/31/2019, the total project investment was \$6,194,986.00. There was an additional investment of \$95,228.00 in personal property within the project. It is anticipated that the project will result in the creation of 2 new jobs, to be in place by 12/31/14, and a yet to be determined number of jobs hired by the commercial tenants once the space is leased. As of 12/31/19, the project has created two full-time permanent positions and one part-time permanent positions, exceeding the requirements outlined in the agreement and not including the commercial ground floor tenants. The payroll associated with the new employment is \$50,896.75, versus the \$50,000.00 contained in the agreement. M. Lasko recommended to continue the agreement as currently constituted.

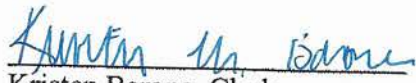
There was a motion made by M. Will and a second by M. Reeder, to accept the recommendation. All voting members were in favor.




**ADJOURNMENT:**

Chairman R. Jeffrey called for a motion to adjourn. M. Will moved to adjourn the meeting; M. Reeder seconded the motion. All were in favor to adjourn. The meeting ended at 3:50pm.

**Approved:**

  
Kristen Barone, Clerk

  
Richard Jeffrey, Chairman