



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
MAY 11, 2020 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Wes Poole
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	April 27, 2020
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Jane Cullen, Assistant City Engineer

CHANGE ORDER WITH ABC PIPING FOR VENICE ROAD PUMP STATION IMPROVEMENT PROJECT (DEDUCT)

Budgetary Information: The original contract with ABC Piping Company per Ordinance 18-027 was \$950,461.00. Change Order #1 and final, a deduct in the amount of -\$67,486.00 will revise the contract amount to \$882,975.00 which is funded by sewer funds. Attached is a Change Order summary itemizing final quantities.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final Change Order for work performed by ABC Piping Co., of Brooklyn Heights, Ohio, for the Venice Road pump station improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

B. Submitted by Kelly Kresser, Commission Clerk

APPROVING 2019 REPLACEMENT PAGES FOR CODIFIED ORDINANCES

Budgetary Information: The cost of the revisions for the codification supplements will be taken from the contractual services line item in the Commission's budget (50%), sewer funds (25%) and water funds (25%). This item is appropriated each year.

ORDINANCE NO. _____: It is requested an ordinance be passed approving current replacement pages to the Sandusky Codified Ordinances for the period of January 1, 2019, through December 31, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Matt Lasko, Chief Development Officer

AMENDMENT TO GRANT AGREEMENT WITH RENAISSANCE TOO, LLC FOR 125 EAST WATER STREET (CHANGE OF FUNDING SOURCE ONLY)

Budgetary Information: The city will be responsible for providing a total of \$90,000 in grant proceeds from the capital projects fund which will be financed through the issuance of urban renewal notes or bonds. These notes or bonds will use the proceeds from the Chesapeake Tax Incremental Finance fund to pay such debt service.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a first amendment to the grant agreement with Renaissance Too, LLC, in relation to the property located at 125 East Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Matt Lasko, Chief Development Officer

AMENDMENT TO GRANT AGREEMENT WITH RENAISSANCE TOO, LLC FOR 131 EAST WATER STREET (CHANGE OF FUNDING SOURCE ONLY)

Budgetary Information: The city will be responsible for providing a total of \$102,500 in grant proceeds from the capital projects fund which will be financed through the issuance of urban renewal notes or bonds. These notes or bonds will use the proceeds from the Chesapeake Tax Incremental Finance fund to pay such debt service.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a first amendment to the grant agreement with Renaissance Too, LLC in relation to the property located at 131 East Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA

ITEM #1 - Submitted by Jane Cullen, Assistant City Engineer

PERMISSION TO BID JAYCEE PARK RESTROOM PROJECT

Budgetary Information: The estimated cost of \$124,060.00 will be broken down as described below:

Water fund	\$8,760.00
Sewer fund (sanitary)	14,000.00
Capital fund (Sandusky Neighborhood Initiative)	\$89,900.00
Capital fund (Parks & Recreation)	<u>11,400.00</u>
TOTAL	\$124,060.00

Private funding in the amount of \$60,000 was secured from the Randolph J. & Estelle M. Dorn Foundation with the request that the restroom structure be completed this year. These donated funds are included with the Sandusky Neighborhood Initiative funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed Jaycee Park restroom project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 - Submitted by Jane Cullen, Assistant City Engineer

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH CARPENTER MARTY TRANSPORTATION, INC. FOR HEALTHY HAYES CORRIDOR PROJECT

Budgetary Information: The not to exceed cost for professional design services is \$306,833.27. The funding split is 10% City of Sandusky and 90% Ohio Department of Transportation through the highway safety improvement program.

ODOT Highway Safety Improvement program	\$276,149.94
Community Development Block Grant funding	\$30,683.33

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 Carpenter Marty Transportation, Inc., of Columbus, Ohio for the Healthy Hayes safety improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 – Submitted by Matt Lasko, Chief Development Officer

ISSUANCE & SALE OF BONDS TO CIVISTA BANK FOR CEDAR POINT SPORTS PARK PROJECT

Budgetary Information: The city will borrow, through the issuance/sale of economic development revenue bonds, \$2,310,000. Semi-annually, the city is to make debt service payments to Civista from the bond fund utilizing non-tax revenues (in this case, minimum service payment revenues received from Cedar Point Park, LLC).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the issuance and sale of economic development revenue bonds of the city under Section 13, Article VIII of the Ohio Constitution and Chapter 165 of the Ohio Revised Code to pay costs of a “project” as defined in Section 165.01 of the Ohio Revised Code, for the purpose of creating or preserving jobs and employment opportunities and improving the economic welfare of the city and its residents and the State of Ohio; providing for the pledge for that purpose of certain non-tax revenues; establishing certain funds of the city; approving related documents; and declaring an emergency.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.ci.sandusky.oh.us – Click “Play” 



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: April 28, 2020

Subject: **Commission Agenda Item – Change Order #1 and Final with ABC Piping Co.**
Venice Road Pump Station Improvements Project

ITEM FOR CONSIDERATION: Legislation approving Change Order #1 and Final with ABC Piping, Co. of Brooklyn Heights, Ohio for items completed as part of the Venice Road Pump Station Improvements Project.

BACKGROUND INFORMATION: This project was awarded to ABC Piping, Co. at the February 12, 2018 city commission meeting per ordinance 18-027. This sewer pump station is located at the intersection of Venice Road and Fremont Avenue at the western end of the city. The original structure was built in the mid-1970's. The work that the contractor completed involved replacing three existing pumps, replacement of the old generator, upgrades to the electrical, mechanical systems, Supervisory Control and Data Acquisition (SCADA) system and Variable Frequency Drive (VFD). The asphalt parking lot was repaved and fencing was replaced.

Change Order No. 1 in the amount of a deduct of \$67,486.00 is detailed below. The power and gas supply items were required to be completed with Ohio Edison and Columbia Gas before the construction project started. Most of the additional costs were due to existing 10" gate valves and check valves that were determined to need replacement and could not be reused during construction.

Project Contingency	-\$86,461.00
Allowance for New Power Supply	-\$5,000.00
Allowance for New Gas Supply	-\$6,000.00
Replace existing (6 each) 10" gate & (3 each) 10" check valves	\$15,180.00
New Starters & overload modules for fans	\$1,812.80
Additional Meltric plugs 3 each	\$7,080.70
Replacement surge suppressors	\$2,821.50
Additional programming for VFDs	\$1,375.00
Additional programming for Control Panel	\$1,705.00
Total=	-\$67,486.00

BUDGETARY INFORMATION: The original contract with ABC Piping Co., per ordinance 18-027 was \$950,461.00. Change Order #1 and Final, a deduct in the amount of -\$67,486.00 will revise the contract amount to \$882,975.00 which is funded by Sewer Funds. Attached is a change order summary itemizing final quantities.

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 for the contractor to be paid for work already completed in the field and close out the completed project.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director of Engineering

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

Change Order No. **1 and Final**

Contractor: ABC Piping, Co.

1277 E. Schaaf Road Brooklyn Heights, Ohio 44131

STREET OR LOCATON OF WORK: Venice Road Pump Station Improvements Project

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

CONTRACT: 2898

ORDINANCE NO. 18-027

Bid Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Bid Price	Schedule of Values	Final Price	Total ADDITION	Total DEDUCT
Schedule of Value Items 1-24 Bid as Venice Road Pump Station										
1					Bonding		\$12,000.00	\$12,000.00		
2					Mobilization		\$6,000.00	\$6,000.00		
3					Project Coordination/scheduling		\$6,000.00	\$6,000.00		
4					Traffic Safety/Coordination		\$6,000.00	\$6,000.00		
5					Erosion Control Measures		\$4,000.00	\$4,000.00		
6					Site Work Excavation		\$25,000.00	\$25,000.00		
7					Pavement/Asphalt		\$25,000.00	\$25,000.00		
8					Landscaping		\$6,000.00	\$6,000.00		
9					Masonry Repairs		\$8,000.00	\$8,000.00		
10					Metal/Stars/Railing, Bar Grating		\$30,000.00	\$30,000.00		
11					Painting/Labels		\$28,000.00	\$28,000.00		
12					Pumps		\$60,000.00	\$60,000.00		
12.5					Pumps Labor		\$33,000.00	\$33,000.00		
13					Hoist		\$20,000.00	\$20,000.00		
14					Piping & Valves		\$25,000.00	\$25,000.00		
14.5					Piping & valves Labor		\$15,000.00	\$15,000.00		
15					Pumbing/Bathroom		\$10,000.00	\$10,000.00		
16					HVAC/Unit Heaters-Ductwork		\$20,000.00	\$20,000.00		
17					Insulation		\$10,000.00	\$10,000.00		
18					Electrical Generator Set		\$100,000.00	\$100,000.00		
18.5					Generator Foundation		\$70,000.00	\$70,000.00		
19					Control Panel		\$50,000.00	\$50,000.00		
19.5					Wiring		\$120,000.00	\$120,000.00		
20					Decorative Bollards		\$14,000.00	\$14,000.00		
21					Bypass Pumping		\$30,000.00	\$30,000.00		
21.5					Bypass Pumping Tiein & Monitoring		\$30,000.00	\$30,000.00		
22					Utility Piping/Gas		\$20,000.00	\$20,000.00		
23					Catch Basin Modifications		\$5,000.00	\$5,000.00		
24					Punch list/Close Out Documents		\$10,000.00	\$10,000.00		
	1.00	0.00	1.00	LS	VENICE ROAD PUMP STATION	\$798,000.00	\$798,000.00			
(Items 1-24 were bid as Lump Sum) Schedule of Values provided by the Contractor										
25			1.00	LS	Project Contingency	\$86,461.00		\$0.00		-\$86,461.00
26			1.00	LS	Allowance for New Power Supply	\$5,000.00		\$0.00		-\$5,000.00
27			1.00	LS	Allowance for New Gas Supply	\$6,000.00		\$0.00		-\$6,000.00
28			1.00	LS	Allowance for New SCADA System	\$30,000.00		\$30,000.00		
29			1.00	LS	Allowance for System Integrator	\$25,000.00		\$25,000.00		
CHANGE ORDER NO 1 EXTRA WORK										
CO1	Item 1				Replace existing gate & check valves-3 each			\$15,180.00	\$15,180.00	
CO1	Item 2				New Starters & overload modules for fans			\$1,812.80	\$1,812.80	
CO1	Item 3				Additional Meltric plugs 3 each			\$7,080.70	\$7,080.70	
CO1	Item 4				Replacement surge suppressors			\$2,821.50	\$2,821.50	
CO1	Item 5				Additional programming for VFDs			\$1,375.00	\$1,375.00	
CO1	Item 6				Additional programming for Control Panel			\$1,705.00	\$1,705.00	
Totals=						\$950,461.00		\$882,975.00	\$29,975.00	-\$97,461.00

Total Change Order No.1= -\$67,486.00

Explanation: Change order reflects work performed in the field.

Original Contract Amount \$950,461.00

CO1 Amount -\$67,486.00

Final - Revised Contract Amount \$882,975.00

Accepted: John Furberg (ABC PIPING CO.)
ContractorDate: APRIL 29, 2020, 2020Accepted: _____
City Engineer

Date: _____, 2020

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY ABC PIPING CO., OF BROOKLYN HEIGHTS, OHIO, FOR THE VENICE ROAD PUMP STATION IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Venice Road Pump Station Improvements Project involves improvements to the pump station to replace all three (3) existing pumps including a new generator, and electrical and mechanical systems; and

WHEREAS, the City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Jones & Henry Engineers, Ltd., of Toledo, Ohio, for the Venice Road Pump Station Improvements Project by Resolution No. 16-213, passed on November 28, 2016; and

WHEREAS, the City Commission declared the necessity to proceed with the proposed Venice Road Pump Station Improvements Project by Resolution No. 001-18R, passed on January 8, 2018; and

WHEREAS, the City Commission approved the awarding of the contract to ABC Piping Co., of Brooklyn Heights, Ohio, for work to be performed for the Venice Road Pump Station Improvements Project by Ordinance No. 18-027, passed on February 12, 2018; and

WHEREAS, the City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with K.E. McCartney & Associates, Inc., of Mansfield, Ohio, for contract administration and inspection services for the Venice Road Pump Station Improvements Project by Ordinance No. 18-055, passed on March 12, 2018; and

WHEREAS, this First & Final Change Order provides for additional power and gas supply items required to be completed with Ohio Edison and Columbia Gas prior to start of construction, the replacement of gate valves and check valves, and the deduction of contingency and allowances, and these items are summarized below:

1.	Project Contingency	DEDUCT	(\$86,461.00)
2.	Allowance for New Power Supply	DEDUCT	(\$5,000.00)
3.	Allowance for New Gas Supply	DEDUCT	(\$6,000.00)
4.	Replace existing (6 each) 10" gate & (3 each) 10" check valves	ADD	\$15,180.00
5.	New Starters & overload modules for fans	ADD	\$1,812.80
6.	Additional Meltric plugs 3 each	ADD	\$7,080.70
7.	Replacement surge suppressors	ADD	\$2,821.50
8.	Additional programming for VFDs	ADD	\$1,375.00
9.	Additional programming for Control Panel	ADD	\$1,705.00
	TOTAL		(\$67,486.00)

WHEREAS, the original contract with ABC Piping Co., of Brooklyn Heights, Ohio, was \$950,461.00, and with the deduction of this First & Final Change Order

in the amount of \$67,486.00, the final contract cost is \$882,975.00 and will be paid with Sewer Funds; and

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Venice Road Pump Station Improvements Project and to deduct from the contract amount the sum of Sixty Seven Thousand Four Hundred Eighty Six and 00/100 Dollars (\$67,486.00) resulting in the final contract cost of Eight Hundred Eighty Two thousand Nine Hundred Seventy Five and 00/100 Dollars (\$882,975.00) with ABC Piping Co., of Brooklyn Heights, Ohio.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 11, 2020



CITY COMMISSION

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5850
www.cityofsandusky.com

TO: City Commission

FROM: _____
Kelly L. Kresser, CMC
Commission Clerk

DATE: April 27, 2020

SUBJECT: 2019 Replacement Pages for Codified Ordinances for the City of Sandusky

ITEM FOR CONSIDERATION: It is requested the City Commission authorize the adoption of an Ordinance approving current replacement pages to the Codified Ordinances for the period January 1, 2019 - December 31, 2019, with Walter H. Drane Company.

The City of Sandusky completes a codification process each year in order to bring our Code of Ordinances up to date. Additionally, state laws which have been changed or newly adopted are incorporated into this update.

BUDGETARY INFORMATION: The cost of the revisions for the Codification supplements will be taken from the contractual services line item in the Commission's budget (50%), sewer funds (25%), and water funds (25%). This item is appropriated each year.

ACTION REQUESTED: It is recommended an Ordinance be approved ratifying payment to Walter H. Drane Company in an amount not to exceed \$4,400 and approving the replacement pages. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow for payment in a timely manner.

/klk

cc.: Michelle Reeder
Trevor Hayberger
Eric Wobser

CERTIFICATE OF FUNDS

In the Matter of: Walter H. Drane- Codified Ordinances

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: 5/5/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 110, 612 & 613

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE SANDUSKY CODIFIED ORDINANCES FOR THE PERIOD OF JANUARY 1, 2019, THROUGH DECEMBER 31, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various Ordinances of a general and permanent nature have been passed by the City Commission which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before this City Commission; and

WHEREAS, the total cost of the revisions of the Codification supplements is \$4,400.00 of which \$2,200.00 will be paid with funds from the Commission's budget, \$1,100.00 will be paid with Sewer Funds and \$1,100.00 will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to approve the replacement pages to the Codified Ordinances and allow for payment of services in a timely manner; and

WHEREAS, in order to provide for the immediate preservation of the public peace, health, welfare and safety for the reason that there exists an imperative necessity for the earliest publication and distribution of current replacement pages to the officials and residents of the City of Sandusky, so as to facilitate administration, daily operation and avoid practical and legal entanglements, it is necessary to declare this Ordinance to be an emergency measure to take effect immediately upon its adoption and due authentication; and NOW, THEREFORE,

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

Section 1. The Ordinances of the City of Sandusky, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2019 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

Section 2. The following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

Traffic Code

- 301.04 Bicycle, Motorized Bicycle, Moped, Electric Bicycle. (Amended)
- 301.20 Motor Vehicle. (Amended)

Traffic Code (Continued)

- 301.251 Predicate Motor Vehicle Offense. (Amended)
- 301.361 Shared-Use Path. (Amended)
- 301.51 Vehicle. (Amended)
- 303.06 Freeway Use Restricted. (Amended)
- 313.09 Driver's Duties Upon Approaching Ambiguous Traffic Signal. (Amended)
- 331.03 Overtaking, Passing to Left; Driver's Duties. (Amended)
- 331.14 Signals Before Changing Course, Turning or Stopping. (Amended)
- 331.15 Hand and Arm Signals. (Amended)
- 331.37 Driving Upon Sidewalks, Street Lawns or Curbs. (Amended)
- 333.03 Maximum Speed Limits. (Amended)
- 337.27 Drivers and Passengers Required to Wear Seat Belts. (Amended)
- 341.03 Prerequisites to Operation of a Commercial Motor Vehicle. (Amended)
- 373.01 Code Application to Bicycles. (Amended)
- 373.02 Riding Upon Seats. (Amended)
- 373.03 Attaching Bicycle to Vehicle. (Amended)
- 373.04 Riding Bicycles and Motorcycles Abreast. (Amended)
- 373.05 Signal Device on Bicycle. (Amended)
- 373.06 Lights and Reflector on Bicycle. (Amended)
- 373.07 Riding Bicycle on Right Side of Roadway. (Amended)
- 373.08 Reckless Operation. (Amended)
- 373.09 Parking of Bicycle. (Amended)
- 373.10 Motorized Bicycle Operation. (Amended)
- 373.12 Electric Bicycles. (Added)

General Offenses Code

- 509.03 Disorderly Conduct. (Amended)
- 513.01 Drug Abuse Control Definitions. (Amended)
- 513.03 Drug Abuse; Controlled Substance Use. (Amended)
- 529.07 Open Container Prohibited. (Amended)
- 533.04 Sexual Imposition. (Amended)
- 533.07 Public Indecency. (Amended)
- 533.15 Dissemination of Private Sexual Images. (Added)
- 537.16 Illegal Distribution of Cigarettes, Other Tobacco Products, or Alternate Nicotine Products. (Amended)
- 549.01 Weapons Definitions. (Amended)

Section 3. The complete text of the sections listed above are set forth in full in the current replacement pages to the Codified Ordinances, a copy of which is on file in the office of the Clerk of the City Commission.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 11, 2020



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5783
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: April 29, 2020

Subject: Commission Agenda Item – Approval of Amendment to Grant Agreement between City of Sandusky and Renaissance Too LLC (125 E. Water Street)

Items for Consideration: Legislation approving a change of funding source for the previously approved April 16, 2018 Grant Agreement entered into between the City of Sandusky (“the City”) and Renaissance Too LLC (the “Company”), an Ohio Limited Liability Company, for the purposes of furthering economic development efforts in the City.

Background Information: The Company, led by its principal and managing member, Mr. Robert Hare are concurrently redeveloping the buildings located at 125 E. Water Street and 131 E. Water Street (the “Projects”). Both Projects are mixed-use developments with commercial and residential components on multiple floors. In addition, 125 E. Water Street will serve as Lake Erie Shores and Islands downtown home upon completion. The City brought forth legislation and City Commission subsequently approved a substantial development grant (the “Grant”) to the Company for the redevelopment of 125 E. Water Street in March, 2018. The amount of the Grant approved was Ninety Thousand Dollars (\$90,000.00) and the Grant Agreement between the City and Company was entered into and executed on April 16, 2018 (the “Agreement”). The Parties to this Agreement now intend to amend the Agreement to change the funding source as described below (the “Amendment”).

The funding source for this Grant was intended to be allocated from funds within the Capital Projects Fund from the Community Development budget. The City still intends to disburse this Grant from the Capital Projects Fund; however, the City will now finance this Grant through the issuance of urban renewal revenue notes or bonds. These notes or bonds will use the proceeds from the Chesapeake TIF to pay such debt service. Section 1 of the original Grant Agreement will now be amended to reflect this funding source change and it is anticipated that the Projects will be completed by December 31, 2020.

Budgetary Information: The City will be responsible for providing a total of \$90,000.00 in Grant proceeds from the Capital Projects Fund which will be financed through the issuance of urban renewal notes or bonds. These notes or bonds will use the proceeds from the Chesapeake TIF to pay such debt service.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a First Amendment to the Grant Agreement with the Company. It is further requested that this

legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the First Amendment to the Grant Agreement to allow the City to move forward with budgetary planning and flexibility and grant the Company in accordance with the Agreement and Amendment.

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

I concur with this recommendation:

Eric L. Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Renaissance Too LLC – 125 East Water Street

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: 5/5/2020

By: _____

Michelle Reeder

Finance Director

Account #: 435

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THE GRANT AGREEMENT WITH RENAISSANCE TOO, LLC, IN RELATION TO THE PROPERTY LOCATED AT 125 EAST WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Renaissance Too LLC, led by its President and local business leader, Robert Hare, is concurrently redeveloping the buildings located at 125 E. Water Street and 131 E. Water Street with mixed-use developments with commercial and residential components on multiple floors and additionally, 125 E. Water Street will serve as the home to Lake Erie Shores and Islands upon completion; and

WHEREAS, this City Commission authorized and approved a grant in the amount of \$90,000.00 to Renaissance Too LLC in relation to the property located at 125 East Water Street by Ordinance No. 18-070, passed on March 26, 2018, with funds allocated from the Economic Development Capital Projects Fund; and

WHEREAS, this Amendment provides for a change to the funding source for the grant and although the funds will initially be disbursed from the Capital Projects Fund, the funds will be financed through the issuance of urban renewal revenue notes or bonds and these notes or bonds will use the proceeds from the Chesapeake TIF to pay for the debit service; and

WHEREAS, it is being requested in companion legislation to approve a First Amendment to the Grant Agreement with Renaissance Too LLC relating to the property located at 131 East Water Street; 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 First Amendment to the Grant Agreement and allow the City to move forward with budgetary planning and flexibility in granting the funds in accordance with the Agreement and Amendment; 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 First Amendment to the Grant Agreement with Renaissance Too, LLC, for financial assistance through the Substantial Development Grant Program for the purpose of furthering economic 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 Renaissance Too LLC and the Finance Director is directed to expend funds to Renaissance Too LLC in an amount **not to exceed** Ninety Thousand and 00/100 Dollars (\$90,000.00) from the Economic Development Capital Projects Fund and financed through the issuance of urban renewal revenue notes or bonds and these notes or bonds will use the proceeds from the Chesapeake TIF to pay for the debit service pursuant to and in accordance with the terms of the Grant Agreement and First Amendment to 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: May 11, 2020

FIRST AMENDMENT TO THE GRANT AGREEMENT

THIS FIRST AMENDMENT TO THE GRANT AGREEMENT (the "Amendment") is made and entered into as of the _____ day of May, 2020, between the City of Sandusky (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 Renaissance Too LLC (the "Company"), an Ohio limited liability company (individually, City and Company shall be a "Party" or collectively, the "Parties").

WITNESSETH

WHEREAS, the Parties entered into a Grant Agreement, dated 16th day of April, 2018 (the "Agreement"), whereby the City would grant up to \$90,000 to the Company, in accordance with the terms of the Agreement to assist in the redevelopment of 125 E. Water Street;

WHEREAS, the terms of the Agreement remain in full force and effect, however, this Amendment is intended to implement and effectuate the new funding source that will be now utilized by the City to fund this grant to the Company from a source expensed from the Economic Development Capital Projects account of the City treasury to a funding source financed through the issuance of urban renewal revenue notes or bonds from proceeds from the Chesapeake TIF to pay such debt service; and

WHEREAS, this Amendment is now intended to memorialize the new circumstances by this written instrument as required pursuant to Section 6(b) of the Agreement and the Parties now amend Section 1 of the Agreement.

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

1. Any capitalized terms stated herein, unless otherwise defined below, shall have the same definition as set forth in the Agreement.
2. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following new amended and restated Section 1 language:

Section 1. City Grant.

The City agrees to grant up to Ninety Thousand Dollars (\$90,000.00) to the Company (the "City Grant") toward the costs of the redevelopment of 125 E. Water Street (the "Project"), payable upon completion of the Project. The City Grant will be financed through the issuance of urban renewal revenue notes or bonds from proceeds from the Chesapeake TIF to pay such debt service. All funds will be disbursed from the Capital Projects account. The City intends to finance this amount through the issuance of urban renewal revenue notes or bonds. These notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service. This City Grant will not increase if the Company chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. 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 codes, including Landmarks Commission and Planning Commission and other applicable codes and regulations of the City, including obtaining permits. The City Grant is also contingent upon LESI occupying the building as a tenant and the Company securing all other project financing. Furthermore, the Company agrees to display a sign during construction and for a least one (1) year upon completion of the Project noting the City's support; and

The Company shall promptly notify the City 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 Company know if it is satisfied with the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive this City Grant, the Project will need to be completed by December 31, 2020. 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 of the Agreement.

3. The remainder of the Agreement remains in full effect.
4. This Amendment 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.

SIGNATURES EXECUTED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto, by and through their duly authorized representatives, have executed this Amendment on behalf of the corporate entities identified herein, on the day and year first written above.

RENAISSANCE TOO LLC,

An Ohio limited liability company

By: _____

Robert Hare, Manager

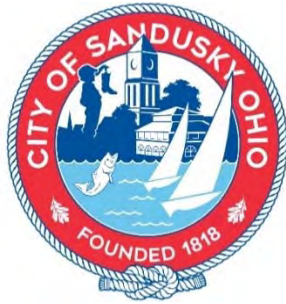
CITY OF SANDUSKY, OHIO

By: _____

Eric Wobser, City Manager

This legal form of the within instrument is hereby approved.

Trevor Hayberger, Law Director
City of Sandusky



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5783
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Matthew D. Lasko, Chief Development Officer
Date: April 29, 2020
Subject: Commission Agenda Item – Approval of Amendment to Grant Agreement between City of Sandusky and Renaissance Too LLC (131 E. Water Street)

Items for Consideration: Legislation approving a change of funding source for the previously approved July 11, 2019 Grant Agreement entered into between the City of Sandusky (“the City”) and Renaissance Too LLC (the “Company”), an Ohio Limited Liability Company, for the purposes of furthering economic development efforts in the City.

Background Information: The Company, led by its principal and managing member, Mr. Robert Hare are concurrently redeveloping the buildings located at 125 E. Water Street and 131 E. Water Street (the “Projects”). Both Projects are mixed-use developments with commercial and residential components on multiple floors. The City brought forth legislation and City Commission subsequently approved a substantial development grant (the “Grant”) to the Company for the redevelopment of 131 E. Water Street in July, 2019. The amount of the Grant approved was One Hundred Two Thousand Five Hundred Dollars (\$102,500.00) and the Grant Agreement between the City and Company was entered into and executed on July 11, 2019 (the “Agreement”). The Parties to this Agreement now intend to amend the Agreement to change the funding source as described below (the “Amendment”).

The funding source for this Grant was intended to be allocated from funds within the Capital Projects Fund from the Community Development budget. The City still intends to disburse this Grant from the Capital Projects Fund; however, the City will now finance this Grant through the issuance of urban renewal revenue notes or bonds. These notes or bonds will use the proceeds from the Chesapeake TIF to pay such debt service. Section 1 of the original Grant Agreement will now be amended to reflect this funding source change and it is anticipated that the Projects will be completed by December 31, 2020.

Budgetary Information: The City will be responsible for providing a total of \$102,500.00 in Grant proceeds from the Capital Projects Fund which will be financed through the issuance of urban renewal notes or bonds. These notes or bonds will use the proceeds from the Chesapeake TIF to pay such debt service.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a First Amendment to the Grant Agreement with the Company. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the First Amendment to the Grant Agreement to allow the City to move forward with budgetary planning and flexibility and grant the Company in accordance with the Agreement and Amendment.

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

I concur with this recommendation:

Eric L. Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Renaissance Too LLC – 131 East Water Street

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: 5/5/2020

By: _____

Michelle Reeder

Finance Director

Account #: 435

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THE GRANT AGREEMENT WITH RENAISSANCE TOO LLC IN RELATION TO THE PROPERTY LOCATED AT 131 EAST WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Renaissance Too LLC, led by its President and local business leader, Robert Hare, is concurrently redeveloping the buildings located at 125 E. Water Street and 131 E. Water Street with mixed-use developments with commercial and residential components on multiple floors; and

WHEREAS, this City Commission authorized and approved a grant in the amount of \$102,500.00 to Renaissance Too LLC in relation to the property located at 131 East Water Street by Ordinance No. 19-118, passed on July 8, 2019, with funds allocated from the Economic Development Capital Projects Fund; and

WHEREAS, this Amendment provides for a change to the funding source for the grant and although the funds will initially be disbursed from the Capital Projects Fund, the funds will be financed through the issuance of urban renewal revenue notes or bonds and these notes or bonds will use the proceeds from the Chesapeake TIF to pay for the debit service; and

WHEREAS, it is being requested in companion legislation to approve a First Amendment to the Grant Agreement with Renaissance Too LLC relating to the property located at 125 East Water Street; 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 First Amendment to the Grant Agreement and allow the City to move forward with budgetary planning and flexibility in granting the funds in accordance with the Agreement and Amendment; 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 First Amendment to the Grant Agreement with Renaissance Too LLC for financial assistance through the Substantial Development Grant Program for the purpose of furthering economic 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 Renaissance Too LLC and the Finance Director is directed to expend funds to Renaissance Too LLC in an amount **not to exceed** One Hundred Two Thousand Five Hundred and 00/100 Dollars (\$102,500.00) from the Economic Development Capital Projects Fund and financed through the issuance of urban renewal revenue notes or bonds and these notes or bonds will use the proceeds from the Chesapeake TIF to pay for the debit service pursuant to and in accordance with the terms of the Grant Agreement and First Amendment to 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 the law.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 11, 2020

FIRST AMENDMENT TO THE GRANT AGREEMENT

THIS FIRST AMENDMENT TO THE GRANT AGREEMENT (the "Amendment") is made and entered into as of the _____ day of May, 2020, between the City of Sandusky (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 Renaissance Too LLC (the "Company"), an Ohio limited liability company (individually, City and Company shall be a "Party" or collectively, the "Parties").

WITNESSETH

WHEREAS, the Parties entered into a Grant Agreement, dated the 11th day of July, 2019 (the "Agreement"), whereby the City would grant up to \$102,500.00 to the Company, in accordance with the terms of the Agreement, to assist in the rehabilitation of the building located at 131 E. Water Street;

WHEREAS, the terms of the Agreement remain in full force and effect, however, this Amendment is intended to implement and effectuate the new funding source that will be now utilized by the City to fund this grant to the Company from a source expensed from the Economic Development Capital Projects account of the City treasury to a funding source financed through the issuance of urban renewal revenue notes or bonds from proceeds from the Chesapeake TIF to pay such debt service; and

WHEREAS, this Amendment is now intended to memorialize the new circumstances by this written instrument as required pursuant to Section 6(b) of the Agreement and the Parties now amend Section 1 of the Agreement.

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

1. Any capitalized terms stated herein, unless otherwise defined below, shall have the same definition as set forth in the Agreement.
2. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following new amended and restated Section 1 language:

Section 1. City Grant.

The City agrees to grant up to One Hundred Two Thousand Five Hundred Dollars (\$102,500.00) to the Company (the "City Grant") toward the costs of the redevelopment of 131 E. Water Street (the "Project"), with fifty percent (50%) of the City Grant, or \$51,250, to be disbursed upon fifty percent (50%) completion of the Project and the remaining fifty percent (50%) of the City Grant, or \$51,250 to be disbursed upon issuance of a certificate occupancy for the Building. The City Grant will be financed through the issuance of urban renewal revenue notes or bonds from proceeds from the Chesapeake TIF to pay such debt service. All funds will be disbursed from the Capital Projects account. The City intends to finance this amount through the issuance of urban renewal revenue notes or bonds. These notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service. This City Grant will not increase if the Company chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic

Development Incentive Committee, for substantive changes to the project scope only. 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 codes, including Landmarks Commission and Planning Commission and other applicable codes and regulations of the City, including obtaining permits. The City Grant is also contingent upon the Company securing all other project financing. Furthermore, the Company agrees to display a sign during construction and for a least one (1) year upon completion of the Project noting the City's support; and

The Company shall promptly notify the City 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 Company know if it is satisfied with the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive this City Grant, the Project will need to be completed by December 31, 2020. 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 of the Agreement.

3. The remainder of the Agreement remains in full effect.
4. This Amendment 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.

SIGNATURES EXECUTED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto, by and through their duly authorized representatives, have executed this Amendment on behalf of the corporate entities identified herein, on the day and year first written above.

RENAISSANCE TOO LLC,

An Ohio limited liability company

By: _____

Robert Hare, Manager

CITY OF SANDUSKY, OHIO

By: _____

Eric Wobser, City Manager

This legal form of the within instrument is hereby approved.

Trevor Hayberger, Law Director
City of Sandusky



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: April 29, 2020

Subject: Commission Agenda Item- Jaycee Park Restroom Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the Jaycee Park Restroom Project.

BACKGROUND INFORMATION: This project consists of installing an all-season precast restroom structure in Wightman-Wieber Park (Jaycee North). The proposed restroom will be located in the northern section of the park near the play equipment, shelter and tennis courts. It will be located just east of the Osborn Street entrance. The project consists of the restroom structure and associated water, sewer and electrical service to the building. The need for a restroom was brought about in the Sandusky Neighborhood Initiative that was completed by the City's Planning Department in 2017 for this area of the city. Residents expressed the need for a permanent restroom structure in the Jaycee Park area.

Staff is hoping to complete the project by this winter. With the COVID19 situation, the production of the precast restroom structure is estimated to be 14-16 weeks once shop drawings are approved.

BUDGETARY INFORMATION: The estimated cost of \$124,060.00 will be broken down as described below:

Water Fund	\$8,760.00
Sewer Fund (Sanitary)	\$14,000.00
Capital Fund (Sandusky Neighborhood Initiative)	\$89,900.00
<u>Capital Fund (Parks and Recreation)</u>	<u>\$11,400.00</u>
Total	\$124,060.00

Private funding in the amount of \$60,000.00 was secured from the Randolph J. & Estelle M. Dorn Foundation with the request that the restroom structure be completed this year. These donated funds are included with the Sandusky Neighborhood Initiative funds.

ACTION REQUESTED: It is recommended that proposed Jaycee Park Restroom Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to in order to bid the project, receive competitive prices and begin and complete the construction and installation prior to winter.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, P.E., Director

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED JAYCEE PARK RESTROOM PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Jaycee Park Restroom Project involves the installation of a all-season precast restroom structure and associated water, sewer and electrical service at Wightman-Wieber Park (Jaycee North), located in the northern section of the park just east of the Osborn Street entrance, and near the play equipment, shelter, and tennis courts; and

WHEREAS, the total estimated construction cost for this project is \$124,060.00 and will be paid as follows:

Water Funds	\$8,760.00
Sewer Funds (Sanitary)	\$14,000.00
Capital Funds (Sandusky Neighborhood Initiative)	\$89,900.00
<u>Capital Funds (Parks and Recreation)</u>	<u>\$11,400.00</u>
Total	\$124,060.00

WHEREAS, private funding in the amount of \$60,000.00 was secured from the Randolph J. & Estelle M. Dorn Foundation with the request that the restroom structure be completed this year; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and award a contract so the project can be completed by this winter as the production of the precast restroom structure is estimated to be 14-16 weeks once shop drawings are approved; 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. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Jaycee Park Restroom Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Jaycee Park Restroom Project at the earliest possible time.

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 11, 2020



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: April 27, 2020

Subject: Commission Agenda Item – Professional Design Services Agreement with Carpenter Marty Transportation, Inc. of Columbus, Ohio, for the ERI-SR4-10.66 (Hayes Avenue) PID 109523 Project

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Design Services Agreement with Carpenter Marty Transportation, Inc. for design services on the ERI-SR4-10.66 (Hayes Avenue) PID 109523 Project.

BACKGROUND INFORMATION: Per resolution 038-18, passed at the September 24, 2018 city commission meeting, permission was granted to the city manager to file a grant application with the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Healthy Hayes Safety Improvements Project.

The grant application contained several safety-related improvements that were recommended from a Safety Study that ODOT completed in August of 2017 along the Hayes Avenue corridor. The HSIP grant dollars are not available for non-safety related pedestrian improvements, such as bike paths and beautification, but the HSIP money can be used for intersection improvements that would accommodate multi-modal intersection crossings including traffic and pedestrian signals. The proposed improvements covered by the safety grant will include full traffic signal reconstruction at Pierce Street and the Columbus Avenue intersections, signal upgrades at Osborn and Tyler Street intersections, high visibility crosswalk markings at all crosswalks, school zone flashers on Hayes Avenue, RFBS at Johnson St and Firelands south campus, and pavement marking upgrades from Pierce Street to Osborne Street.

The City of Sandusky accepted Statements of Qualifications to obtain design services for the for ERI-SR-10.66 (Hayes Avenue) PID 109523 Project. Carpenter Marty was selected using a qualifications based selection process as described in Chapter 141 of the City's Codified Ordinances and per ODOT's selection procedures. Five engineering firms submitted qualifications and based on the firm's experience, ability to perform, personnel experience, and overall project scope Carpenter Marty was determined to be the most qualified firm. Carpenter Marty will be providing the design services per the City of Sandusky and Ohio Department of Transportation (ODOT) requirements. A Scope of Services (SOS), dated April 23, 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 \$306,833.27. The funding split is 10% City of Sandusky and 90% Ohio Department of Transportation (ODOT) through the Highway Safety Improvement Program (HSIP).

ODOT Highway Safety Improvement Program	\$276,149.94
Community Development Block Grant Funding (CDBG)	\$30,683.33

ACTION REQUESTED: It is recommended that an ordinance for a professional design services contract for the ERI-SR4-10.66 (Hayes Avenue) PID 109523 Project in the amount of \$306,833.27 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the design services and to meet the ODOT schedule deadline of May 22, 2020 for an authorized design consultant.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron 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 AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH CARPENTER MARTY TRANSPORTATION, INC. OF COLUMBUS, OHIO, FOR THE HEALTHY HAYES SAFETY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized the filing of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Healthy Hayes Corridor Project by Resolution No. 038-18, passed on September 24, 2018; and

WHEREAS, the grant application contained several safety-related improvements that were recommended by the Ohio Department of Transportation from a Safety Study completed in August of 2017 on the Hayes Avenue corridor; and

WHEREAS, the HSIP grant dollars are not available for non-safety related pedestrian improvements, such as bike paths and beautification, but can be used for intersection improvements that would accommodate multi-modal intersection crossings including traffic and pedestrian signals; and

WHEREAS, the Healthy Hayes Safety Improvements Project will include full traffic signal reconstruction at Pierce Street and Columbus Avenue intersections, signal upgrades at Osborn and Tyler Street intersections, high visibility crosswalk markings at all crosswalks, school zone flashers on Hayes Avenue, Rectangular Rapid Flash Beacons (RRFBS) at Johnson Street and Firelands south campus, and pavement marking upgrades from Pierce Street to Osborne Street; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the Healthy Hayes Safety Improvements Project in which five (5) 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 knowledge, ability to perform, personnel experience, and overall project scope, it was determined Carpenter Marty Transportation, Inc. was the most qualified; and

WHEREAS, Carpenter Marty Transportation, Inc. of Columbus, Ohio, will be providing professional design services for the Healthy Hayes Safety Improvements Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the cost for the professional design services is \$306,833.27 of which \$276,149.94 (90%) will be paid with ODOT funds through the Highway Safety Improvement Program and the remaining balance of \$30,683.33 (10%) will be paid with Community Development Block Grant Funds (CDBG); 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 meet the ODOT schedule deadline of May 22, 2020, to authorize a design consultant and to proceed with the design services; 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 Carpenter Marty Transportation, Inc. of Columbus, Ohio, for the Healthy Hayes Safety Improvements Project (ERI-SR4-10.66, PID 109523), 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** Three Hundred Six Thousand Eight Hundred Thirty Three and 27/100 Dollars (\$306,833.27).

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: May 11, 2020

City of Sandusky

AGREEMENT NO. 34812

This Agreement, No. 34812, entered this _____ day of _____, 20____, by and between City of Sandusky hereinafter referred to as The City, and Carpenter Marty Transportation, hereinafter referred to as the Consultant, with an office located at 6612 Singletree Drive, Columbus, OH 43229.

W I T N E S S E T H:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform or oversee all professional services that may be authorized by The City for the designing and performing of R/W services for the following improvements: RRFBs at Johnston St & Firelands at midblock crossing, school zone flashers on SR-4, pavement marking upgrades from Pierce St to W. Osborne St, traffic signal modifications at W. Osborne St & Tyler St., full traffic signal reconstruction at Pierce St. intersection and Columbus Ave/Park St. Intersection in the City of Sandusky in Erie County, Ohio, identified as ERI-SR 4-10.66 (Hayes Ave).

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process.

- Part 1: Preliminary Engineering/Environmental Engineering
- Part 2: Detailed Design/R/W Phase

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed three hundred and six thousand,

eight hundred thirty-three dollars and twenty-seven cents (\$306,833.27).

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
Carpenter Marty Transportation	Project Manager	\$63.75	N/A
Carpenter Marty Transportation	Senior Engineer	\$58.24	N/A
Carpenter Marty Transportation	Engineer 2	\$47.55	N/A
Carpenter Marty Transportation	Engineer 1	\$35.00	N/A
Carpenter Marty Transportation	Technician	\$34.00	N/A
Carpenter Marty Transportation	Survey Crew Member	\$25.00	N/A

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2019 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2019 Edition".
- (c) The attached Final Scope of Services Minutes.
- (d) The Invoice & Project Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Director of Public Works.

Carpenter Marty Transportation.

By: _____

Title: _____

City of Sandusky

City Manager
Eric Wobser

APPROVED AS TO FORM:

By: _____

Title: _____



April 23, 2020

Ms. Jane Cullen
City of Sandusky – Department of Public Works
240 Columbus Avenue
Sandusky, OH 44870

Re: Revised Proposal for Consulting Services
ERI-SR 4-10.66
PID # 109523

Dear Ms. Cullen:

Carpenter Marty Transportation is submitting for your consideration the enclosed cost proposal package for the above referenced project. The following revisions have been made, as to not exceed the available funds:

- As discussed, If Authorized SULs have been removed from the proposal
- R/W acquisition is now being handled by TranSystems due to the savings they could provide
- Our hours and rates have been reduced
- EDG reduced their environmental and survey fees

We have reviewed our subconsultant's proposals for mathematical accuracy and adherence to the scope of services

Please feel free to contact me, anytime, at 614.286.0822 (mobile) or at jgallagher@cmtran.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Gallagher".

John Gallagher, MS, PTOE, PE
Director of Traffic and Planning Services

Enclosures

Table of Contents

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SUMMARY OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section: ERI-SR4-10.66 (Hayes Ave.)
 Agreement No.:
 PID: 109523
 PDP Path Used: 2
 CONSULTANT: Carpenter Marty Transportation Inc.

Proposal Date: 3/27/2020
 Revised Date: 4/23/2020

HOURLY RATES

PROJECT DESCRIPTION: Safety upgrades along S.R. 4 (Hayes Avenue). Upgrades include traffic signal replacement, modifications, RRFBs, school zone flashers, and curb ramp

Project Manager	\$63.75
Senior Engineer	\$58.24
Engineer 2	\$47.55
Engineer 1	\$35.00
Technician	\$34.00
Survey Crew Member	\$25.00

Average Overhead Rate =	156.68%	(Net Fee Calc.)
Overhead Percentage =	155.99%	
Net Fee Percentage =	11.00%	
Cost of Money =	0.70%	

Task #	Task Description	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
2	Preliminary Engineering Phase								
2.2	Perform Environmental Field Studies								
2.2	Subtotal	0	\$0.00	\$0.00	\$0.00	\$0.00	\$8,914.60	\$0.00	\$8,914.60
2.3	AER Design								
2.3	Subtotal	40.5	\$1,479.68	\$2,308.15	\$10.36	\$184.00	\$36,604.00	\$417.78	\$41,003.98
2.7	Stage 1 Design								
2.7	Subtotal	217	\$8,581.32	\$13,386.00	\$60.07	\$0.00	\$5,420.00	\$2,422.92	\$29,870.31
2.8	Project Management for Preliminary Engineering Phase								
2.8	Subtotal	60	\$3,781.58	\$5,898.89	\$26.47	\$0.00	\$0.00	\$1,067.72	\$10,774.66
	SUBTOTAL PRELIMINARY ENGINEERING PHASE	317.5	\$13,842.58	\$21,593.04	\$96.90	\$184.00	\$50,938.60	\$3,908.42	\$90,563.54
3	Environmental Engineering Phase								
3.3	Stage 2								
3.3	Subtotal	456	\$18,710.74	\$29,186.88	\$130.98	\$0.00	\$0.00	\$5,282.94	\$53,311.54
3.4	Right of Way Plans								
3.4	Subtotal	329.5	\$11,875.92	\$18,525.25	\$83.13	\$826.00	\$0.00	\$3,353.14	\$34,663.44
3.5	Prepare Environmental Document								
3.5	Subtotal	0	\$0.00	\$0.00	\$0.00	\$0.00	\$3,872.00	\$0.00	\$3,872.00
3.8	Prepare Cost Estimates and Revise Milestone								
3.8	Subtotal	28	\$1,173.36	\$1,830.32	\$8.21	\$0.00	\$0.00	\$331.30	\$3,343.19
3.9	Project Management for Environmental Engineering Phase								
3.9	Subtotal	60	\$3,781.58	\$5,898.89	\$26.47	\$0.00	\$0.00	\$1,067.72	\$10,774.66
	SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE	873.5	\$35,541.60	\$55,441.34	\$248.79	\$826.00	\$3,872.00	\$10,035.10	\$105,964.83
4	Final Engineering and R/W Phase								
4.1	Right of Way Acquisition								
4.1	Subtotal	0	\$0.00	\$0.00	\$0.00	\$0.00	\$69,340.00	\$0.00	\$69,340.00
4.2	Stage 3 Detailed Design Plans								
4.2	Subtotal	250	\$10,551.13	\$16,458.71	\$73.86	\$0.00	\$0.00	\$2,979.09	\$30,062.79
4.3	Prepare Cost Estimates and Revise Milestone								
4.3	Subtotal	28	\$1,198.46	\$1,869.48	\$8.39	\$0.00	\$0.00	\$338.38	\$3,414.71
4.4	Final Plan Package								
4.4	Subtotal	7	\$332.85	\$519.21	\$2.33	\$0.00	\$0.00	\$93.98	\$948.37

SUMMARY OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section: ERI-SR4-10.66 (Hayes Ave.)
 Agreement No.:
 PID: 109523
 PDP Path Used: 2
 CONSULTANT: Carpenter Marty Transportation Inc.

Proposal Date: 3/27/2020
 Revised Date: 4/23/2020

PROJECT DESCRIPTION: Safety upgrades along S.R. 4 (Hayes Avenue). Upgrades include traffic signal replacement, modifications, RRFBs, school zone flashers, and curb ramp

HOURLY RATES

Project Manager	\$63.75
Senior Engineer	\$58.24
Engineer 2	\$47.55
Engineer 1	\$35.00
Technician	\$34.00
Survey Crew Member	\$25.00

Average Overhead Rate =	156.68%	(Net Fee Calc.)
Overhead Percentage =	155.99%	
Net Fee Percentage =	11.00%	
Cost of Money =	0.70%	

Task #	Task Description	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
4.5	Project Management for Final Engineering and Right of Way Phase								
4.5	Subtotal	36	\$2,295.00	\$3,579.97	\$16.07	\$0.00	\$0.00	\$647.99	\$6,539.02
	SUBTOTAL FINAL ENGINEERING AND R/W PHASE	321	\$14,377.44	\$22,427.37	\$100.64	\$0.00	\$69,340.00	\$4,059.44	\$110,304.89
	IF AUTHORIZED TASKS								
	Subtotal of If-Authorized Tasks	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	1512	\$63,761.62	\$99,461.75	\$446.33	\$1,010.00	\$124,150.60	\$18,002.97	\$306,833.27

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section:	ERI-SR4-10.66 (Hayes Ave.)	Proposal Date:	3/27/2020
Agreement No.:		Revised Date:	4/23/2020
PID:	109523		
PDP Path Used:	2		
CONSULTANT:	Carpenter Marty Transportation Inc.		

PROJECT DESCRIPTION:	Safety upgrades along S.R. 4 (Hayes Avenue). Upgrades include traffic signal replacement, modifications, RRFBs, school zone flashers, and curb ramp upgrades.	HOURLY RATES	
		Project Manager	\$63.75
		Senior Engineer	\$58.24
		Engineer 2	\$47.55
		Engineer 1	\$35.00
		Technician	\$34.00
		Survey Crew Member	\$25.00

Average Overhead Rate =	156.68% (Net Fee Calc.)
Overhead Percentage =	155.99%
Net Fee Percentage =	11.00%
Cost of Money =	0.70%

Task #	Task Description	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
2	Preliminary Engineering Phase								
2.2	Perform Environmental Field Studies								
2.2.D	Regulated Materials Review Screening Form	0	\$0.00	\$0.00	\$0.00		\$5,106.60	\$0.00	\$5,106.60
2.2.F	4(f) determinations	0	\$0.00	\$0.00	\$0.00		\$3,808.00	\$0.00	\$3,808.00
2.2	Subtotal	0	\$0.00	\$0.00	\$0.00	\$0.00	\$8,914.60	\$0.00	\$8,914.60
2.3	AER Design								
2.3.A	Field Survey and Aerial Mapping								
2.3.A.A	Project Control, Benchmarks, and Reference Points	0	\$0.00	\$0.00	\$0.00		\$36,604.00	\$0.00	\$36,604.00
2.3.A.G	Property Owner Notification	34.5	\$1,173.00	\$1,829.76	\$8.21	\$184.00		\$331.19	\$3,526.17
2.3.D	Traffic Control								
2.3.D.A	Documentation of Proprietary Bid Justification - Signals	6	\$306.68	\$478.39	\$2.15			\$86.59	\$873.81
2.3	Subtotal	40.5	\$1,479.68	\$2,308.15	\$10.36	\$184.00	\$36,604.00	\$417.78	\$41,003.98
2.7	Stage 1 Design								
2.7.A	Roadway								
2.7.A.A	Title Sheet	11	\$431.48	\$673.07	\$3.02			\$121.83	\$1,229.39
2.7.A.B	Schematic Plan	32	\$1,263.16	\$1,970.40	\$8.84			\$356.65	\$3,599.06
2.7.A.C	General Notes	12	\$493.44	\$769.72	\$3.45			\$139.32	\$1,405.93
2.7.A.J	Intersection Details	42	\$1,613.16	\$2,516.37	\$11.29			\$455.47	\$4,596.29
2.7.A.N	Traffic Control	36	\$1,496.12	\$2,333.80	\$10.47			\$422.43	\$4,262.82
2.7.B	Drainage								
2.7.B.A	Storm Sewer Profiles	4	\$140.00	\$218.39	\$0.98			\$39.53	\$398.89
2.7.B.D	Drainage Calculations	4	\$140.00	\$218.39	\$0.98			\$39.53	\$398.89
2.7.C	Utilities								
2.7.C.A	Utility Coordination and Documentation	8	\$280.00	\$436.77	\$1.96			\$79.06	\$797.79
2.7.D	Geotechnical Services								
2.7.D.A	Geotechnical Services and Report	0	\$0.00	\$0.00	\$0.00		\$5,420.00	\$0.00	\$5,420.00
2.7.G	Miscellaneous								
2.7.G.A	Perform Airway/Highway clearance analysis	2	\$95.10	\$148.35	\$0.67			\$26.85	\$270.96
2.7.H	Prepare C2 Cost Estimates and Update Milestones								
2.7.H.A	Roadway/Interchange Costs	20	\$750.20	\$1,170.24	\$5.25			\$211.82	\$2,137.51
2.7.K	Signals								
2.K.A	Signal Plans	46	\$1,878.66	\$2,930.52	\$13.15			\$530.44	\$5,352.77
2.7	Subtotal	217	\$8,581.32	\$13,386.00	\$60.07	\$0.00	\$5,420.00	\$2,422.92	\$29,870.31
2.8	Project Management for Preliminary Engineering Phase								
2.8.A	Meetings	5	\$275.33	\$429.49	\$1.93	\$0.00		\$77.74	\$784.48
2.8.B	General Oversight	55	\$3,506.25	\$5,469.40	\$24.54			\$989.98	\$9,990.18
2.8	Subtotal	60	\$3,781.58	\$5,898.89	\$26.47	\$0.00	\$0.00	\$1,067.72	\$10,774.66
	SUBTOTAL PRELIMINARY ENGINEERING PHASE	317.5	\$13,842.58	\$21,593.04	\$96.90	\$184.00	\$50,938.60	\$3,908.42	\$90,563.54
3	Environmental Engineering Phase								
3.3	Stage 2								
3.3.A	Roadway								
3.3.A.A	Title Sheet	6	\$245.79	\$383.41	\$1.72			\$69.40	\$700.32

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section:	ERI-SR4-10.66 (Hayes Ave.)
Agreement No.:	
PID:	109523
PDP Path Used:	2
CONSULTANT:	Carpenter Marty Transportation Inc.

Proposal Date:	3/27/2020
Revised Date:	4/23/2020

PROJECT DESCRIPTION: Safety upgrades along S.R. 4 (Hayes Avenue). Upgrades include traffic signal replacement, modifications, RRFBs, school zone flashers, and curb ramp upgrades.

HOURLY RATES

Project Manager	\$63.75
Senior Engineer	\$58.24
Engineer 2	\$47.55
Engineer 1	\$35.00
Technician	\$34.00
Survey Crew Member	\$25.00

Average Overhead Rate =	156.68% (Net Fee Calc.)
Overhead Percentage =	155.99%
Net Fee Percentage =	11.00%
Cost of Money =	0.70%

Task #	Task Description	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
3.3.A.B	Schematic	8	\$328.34	\$512.18	\$2.30			\$92.71	\$935.52
3.3.A.C	General Notes	24	\$959.92	\$1,497.38	\$6.72			\$271.03	\$2,735.05
3.3.A.I	Intersection Details	48	\$1,971.90	\$3,075.97	\$13.80			\$556.76	\$5,618.43
3.3.B	Drainage								
3.3.B.A	Storm Sewer Profiles	4	\$140.00	\$218.39	\$0.98			\$39.53	\$398.89
3.3.C	Traffic Control								
3.3.C.A	Pavement Marking Plan	39	\$1,581.60	\$2,467.14	\$11.07			\$446.56	\$4,506.37
3.3.C.B	Signing Plan	82	\$3,357.12	\$5,236.77	\$23.50			\$947.88	\$9,565.27
3.3.D	Signals & ITS								
3.3.D.A	Signal Plan Sheets	153	\$6,228.84	\$9,716.37	\$43.60			\$1,758.70	\$17,747.51
3.3.E	Maintenance of Traffic								
3.3.E.A	MOT General Notes	12	\$480.89	\$750.14	\$3.37			\$135.78	\$1,370.17
3.3.E.C	Pedestrian/Bike Lane Detour-Plan Sheet	12	\$493.44	\$769.72	\$3.45			\$139.32	\$1,405.93
3.3.E.F	MOT Plan Sheets	48	\$1,971.90	\$3,075.97	\$13.80			\$556.76	\$5,618.43
3.3.J	Utilities								
3.3.J.A	Utility Coordination and Documentation	20	\$951.00	\$1,483.46	\$6.66			\$268.51	\$2,709.63
3.3.K	Geotechnical Services								
3.3	Subtotal	456	\$18,710.74	\$29,186.88	\$130.98	\$0.00	\$0.00	\$5,282.94	\$53,311.54
3.4	Right of Way Plans								
3.4.B	Preliminary Right of Way Plans								
3.4.B.A	Legend Sheet	8	\$296.24	\$462.10	\$2.07			\$83.64	\$844.06
3.4.B.B	Centerline Survey Plat	16	\$592.48	\$924.21	\$4.15			\$167.29	\$1,688.12
3.4.B.C	Property Map	48	\$1,680.48	\$2,621.38	\$11.76			\$474.48	\$4,788.10
3.4.B.D	Summary of Additional Right of Way	22.5	\$801.36	\$1,250.04	\$5.61			\$226.26	\$2,283.27
3.4.B.E	Detailed ROW Plan Sheets	108	\$4,034.24	\$6,293.01	\$28.24			\$1,139.06	\$11,494.55
3.4.B.G	Legal Descriptions and Closure Calculations	45	\$1,748.16	\$2,726.95	\$12.24			\$493.59	\$4,980.94
3.4.B.I	Field Review	17	\$578.00	\$901.62	\$4.05	\$305.00		\$163.20	\$1,951.87
3.4.C	Final Right of Way Plans								
3.4.C.A	Final Right of Way Plans	26	\$980.96	\$1,530.20	\$6.87			\$276.97	\$2,795.00
3.4.C.B	Field Review & Verify Property Owners	11	\$374.00	\$583.40	\$2.62	\$117.00		\$105.60	\$1,182.62
3.4.C.C	Record Centerline Plat and all appropriate documents	8	\$272.00	\$424.29	\$1.90	\$237.00		\$76.80	\$1,012.00
3.4.C.D	Set R/W Pins after acquisition	20	\$518.00	\$808.03	\$3.63	\$167.00		\$146.26	\$1,642.91
3.4	Subtotal	329.5	\$11,875.92	\$18,525.25	\$83.13	\$826.00	\$0.00	\$3,353.14	\$34,663.44
3.5	Prepare Environmental Document								
3.5.A	Prepare Environmental Document	0	\$0.00	\$0.00	\$0.00		\$3,872.00	\$0.00	\$3,872.00
3.5	Subtotal	0	\$0.00	\$0.00	\$0.00	\$0.00	\$3,872.00	\$0.00	\$3,872.00
3.8	Prepare Cost Estimates and Revise Milestone								
3.8.A	Roadway/Interchange Costs	28	\$1,173.36	\$1,830.32	\$8.21			\$331.30	\$3,343.19
3.8	Subtotal	28	\$1,173.36	\$1,830.32	\$8.21	\$0.00	\$0.00	\$331.30	\$3,343.19
3.9	Project Management for Environmental Engineering Phase								
3.9.A	Meetings	5	\$275.33	\$429.49	\$1.93	\$0.00		\$77.74	\$784.48
3.9.B	General Oversight	55	\$3,506.25	\$5,469.40	\$24.54			\$989.98	\$9,990.18
3.9	Subtotal	60	\$3,781.58	\$5,898.89	\$26.47	\$0.00	\$0.00	\$1,067.72	\$10,774.66
	SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE	873.5	\$35,541.60	\$55,441.34	\$248.79	\$826.00	\$3,872.00	\$10,035.10	\$105,964.83

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section:	ERI-SR4-10.66 (Hayes Ave.)
Agreement No.:	
PID:	109523
PDP Path Used:	2
CONSULTANT:	Carpenter Marty Transportation Inc.

Proposal Date:	3/27/2020
Revised Date:	4/23/2020

PROJECT DESCRIPTION: Safety upgrades along S.R. 4 (Hayes Avenue). Upgrades include traffic signal replacement, modifications, RRFBs, school zone flashers, and curb ramp upgrades.

HOURLY RATES

Project Manager	\$63.75
Senior Engineer	\$58.24
Engineer 2	\$47.55
Engineer 1	\$35.00
Technician	\$34.00
Survey Crew Member	\$25.00

Average Overhead Rate =	156.68% (Net Fee Calc.)
Overhead Percentage =	155.99%
Net Fee Percentage =	11.00%
Cost of Money =	0.70%

Task #	Task Description	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
4	Final Engineering and R/W Phase								
4.1	Right of Way Acquisition								
4.1.A	Right of Way Acquisition	0	\$0.00	\$0.00	\$0.00		\$69,340.00	\$0.00	\$69,340.00
4.1	Subtotal	0	\$0.00	\$0.00	\$0.00	\$0.00	\$69,340.00	\$0.00	\$69,340.00
4.2	Stage 3 Detailed Design Plans								
4.2.A	Quantities and Notes								
4.2.A.A	Pavement Subsummary	12	\$493.44	\$769.72	\$3.45			\$139.32	\$1,405.93
4.2.A.C	Roadway Subsummary	14	\$586.68	\$915.16	\$4.11			\$165.65	\$1,671.60
4.2.A.F	Pavement Marking Subsummary	15	\$634.23	\$989.34	\$4.44			\$179.07	\$1,807.08
4.2.A.G	Signing Subsummary	15	\$634.23	\$989.34	\$4.44			\$179.07	\$1,807.08
4.2.A.H	Signal Subsummary	83	\$3,404.67	\$5,310.94	\$23.83			\$961.30	\$9,700.75
4.2.A.M	General Summary Sheet	26	\$1,056.88	\$1,648.63	\$7.40			\$298.41	\$3,011.31
4.2.A.P	General Notes	8	\$328.34	\$512.18	\$2.30			\$92.71	\$935.52
4.2.B	Traffic Signal Plans & ITS Plans								
4.2.B.A	Wiring diagram & pole orientation	36	\$1,660.66	\$2,590.46	\$11.62			\$468.88	\$4,731.63
4.2.B.B	Timing Chart	36	\$1,553.76	\$2,423.71	\$10.88			\$438.70	\$4,427.05
4.2.D	Miscellaneous								
4.2.D.B	Prepare FAA Form 7460-1 for Airway/Highway Clearance	5	\$198.24	\$309.23	\$1.39			\$55.97	\$564.83
4.2	Subtotal	250	\$10,551.13	\$16,458.71	\$73.86	\$0.00	\$0.00	\$2,979.09	\$30,062.79
4.3	Prepare Cost Estimates and Revise Milestone								
4.3.A	Roadway/Interchange Costs	28	\$1,198.46	\$1,869.48	\$8.39			\$338.38	\$3,414.71
4.3	Subtotal	28	\$1,198.46	\$1,869.48	\$8.39	\$0.00	\$0.00	\$338.38	\$3,414.71
4.4	Final Plan Package								
4.4.A	Submission of Final Tracings and Documentation	7	\$332.85	\$519.21	\$2.33			\$93.98	\$948.37
4.4	Subtotal	7	\$332.85	\$519.21	\$2.33	\$0.00	\$0.00	\$93.98	\$948.37
4.5	Project Management for Final Engineering and Right of Way Phase								
4.5.B	General Oversight	36	\$2,295.00	\$3,579.97	\$16.07			\$647.99	\$6,539.02
4.5	Subtotal	36	\$2,295.00	\$3,579.97	\$16.07	\$0.00	\$0.00	\$647.99	\$6,539.02
	SUBTOTAL FINAL ENGINEERING AND R/W PHASE	321	\$14,377.44	\$22,427.37	\$100.64	\$0.00	\$69,340.00	\$4,059.44	\$110,304.89
	IF AUTHORIZED TASKS								
2.7.C.C	Subsurface Utility Engineering (SUE)	0	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
	Subtotal of IF-Authorized Tasks	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	1512	\$63,761.62	\$99,461.75	\$446.33	\$1,010.00	\$124,150.60	\$18,002.97	\$306,833.27

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section:	ERI-SR4-10.66 (Hayes Ave.)
Agreement No.:	
PID:	109523
PDP Path Used:	2
CONSULTANT:	Carpenter Marty Transportation Inc.

Proposal Date:	3/27/2020
Revised Date:	4/23/2020

PROJECT DESCRIPTION:	Safety upgrades along S.R. 4 (Hayes Avenue). Upgrades include traffic signal replacement, modifications, RRFBS, school zone flashers, and curb ramp upgrades.
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HOURLY RATES

Project Manager	\$63.75
Senior Engineer	\$58.24
Engineer 2	\$47.55
Engineer 1	\$35.00
Technician	\$34.00
Survey Crew Member	\$25.00

Task #	Task Description	Project Manager	Senior Engineer	Engineer 2	Engineer 1	Technician	Survey Crew Member	Overall Total Hours	Labor Costs
2	Preliminary Engineering Phase								
2.2	Perform Environmental Field Studies								
2.2.D	Regulated Materials Review Screening Form	0	0	0	0	0	0	0	\$0.00
2.2.F	4(f) determinations	0	0	0	0	0	0	0	\$0.00
2.2	Subtotal	0	0	0	0	0	0	0	\$0.00
2.3	AER Design								
2.3.A	Field Survey and Aerial Mapping								
2.3.A.A	Project Control, Benchmarks, and Reference Points	0	0	0	0	0	0	0	\$0.00
2.3.A.B	Monumentation recovery	0	0	0	0	0	0	0	\$0.00
2.3.A.C	Base Mapping (incl. field	0	0	0	0	0	0	0	\$0.00
2.3.A.F	Establish property lines, tax id, & ownerships on base map	0	0	0	0	0	0	0	\$0.00
2.3.A.G	Property Owner Notification					34.5		34.5	\$1,173.00
2.3.D	Traffic Control								
2.3.D.A	Documentation of Proprietary Bid Justification - Signals	0	2	4				6	\$306.68
2.3	Subtotal	0	2	4	0	34.5	0	40.5	\$1,479.68
2.7	Stage 1 Design								
2.7.A	Roadway								
2.7.A.A	Title Sheet		2	0	9			11	\$431.48
2.7.A.B	Schematic Plan		4	4	24			32	\$1,263.16
2.7.A.C	General Notes		1	4	7			12	\$493.44
2.7.A.J	Intersection Details		4	4	34			42	\$1,613.16
2.7.A.N	Traffic Control		8	4	24			36	\$1,496.12
2.7.B	Drainage								
2.7.B.A	Storm Sewer Profiles			0	4			4	\$140.00
2.7.B.D	Drainage Calculations			0	4			4	\$140.00
2.7.C	Utilities								
2.7.C.A	Utility Coordination and Documentation			0	8			8	\$280.00
2.7.D	Geotechnical Services								
2.7.D.A	Geotechnical Services and Report	0	0	0	0	0	0	0	\$0.00
2.7.G	Miscellaneous								
2.7.G.A	Perform Airway/Highway clearance analysis			2				2	\$95.10
2.7.H	Prepare C2 Cost Estimates and Update Milestones								
2.7.H.A	Roadway/Interchange Costs			4	16			20	\$750.20
2.7.K	Signals								
2.K.A	Signal Plans		4	14	28			46	\$1,878.66
2.7	Subtotal	0	23	36	158	0	0	217	\$8,581.32
2.8	Project Management for Preliminary Engineering Phase								

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section:	ERI-SR4-10.66 (Hayes Ave.)
Agreement No.:	
PID:	109523
PDP Path Used:	2
CONSULTANT:	Carpenter Marty Transportation Inc.

Proposal Date:	3/27/2020
Revised Date:	4/23/2020

PROJECT DESCRIPTION:	Safety upgrades along S.R. 4 (Hayes Avenue). Upgrades include traffic signal replacement, modifications, RRFBs, school zone flashers, and curb ramp upgrades.
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HOURLY RATES

Project Manager	\$63.75
Senior Engineer	\$58.24
Engineer 2	\$47.55
Engineer 1	\$35.00
Technician	\$34.00
Survey Crew Member	\$25.00

Task #	Task Description	Project Manager	Senior Engineer	Engineer 2	Engineer 1	Technician	Survey Crew Member	Overall Total Hours	Labor Costs
2.8.A	Meetings	1	2	2				5	\$275.33
2.8.B	General Oversight	55						55	\$3,506.25
2.8	Subtotal	56	2	2	0	0	0	60	\$3,781.58
	SUBTOTAL PRELIMINARY ENGINEERING PHASE	56	27	42	158	34.5	0	317.5	\$13,842.58
3	Environmental Engineering Phase								
3.3	Stage 2								
3.3.A	Roadway								
3.3.A.A	Title Sheet		1	1	4			6	\$245.79
3.3.A.B	Schematic		1	2	5			8	\$328.34
3.3.A.C	General Notes		3	4	17			24	\$959.92
3.3.A.I	Intersection Details		5	14	29			48	\$1,971.90
3.3.B	Drainage								
3.3.B.A	Storm Sewer Profiles				4			4	\$140.00
3.3.C	Traffic Control								
3.3.C.A	Pavement Marking Plan		5	8	26			39	\$1,581.60
3.3.C.B	Signing Plan		8	24	50			82	\$3,357.12
3.3.D	Signals & ITS								
3.3.D.A	Signal Plan Sheets		16	40	97			153	\$6,228.84
3.3.E	Maintenance of Traffic								
3.3.E.A	MOT General Notes		1	3	8			12	\$480.89
3.3.E.C	Pedestrian/Bike Lane Detour-Plan Sheet		1	4	7			12	\$493.44
3.3.E.F	MOT Plan Sheets		5	14	29			48	\$1,971.90
3.3.J	Utilities								
3.3.J.A	Utility Coordination and Documentation			20				20	\$951.00
3.3.K	Geotechnical Services								
3.3.K.A	Finalize Geotechnical Exploration and Report	0	0	0	0	0	0	0	\$0.00
3.3	Subtotal	0	46	134	276	0	0	456	\$18,710.74
3.4	Right of Way Plans								
3.4.B	Preliminary Right of Way Plans								
3.4.B.A	Legend Sheet		1			7		8	\$296.24
3.4.B.B	Centerline Survey Plat		2			14		16	\$592.48
3.4.B.C	Property Map		2			46		48	\$1,680.48
3.4.B.D	Summary of Additional Right of Way		1.5			21		22.5	\$801.36
3.4.B.E	Detailed ROW Plan Sheets		6	16		86		108	\$4,034.24
3.4.B.G	Legal Descriptions and Closure Calculations		9			36		45	\$1,748.16
3.4.B.I	Field Review					17		17	\$578.00
3.4.C	Final Right of Way Plans								
3.4.C.A	Final Right of Way Plans		4			22		26	\$980.96
3.4.C.B	Field Review & Verify Property Owners					11		11	\$374.00
3.4.C.C	Record Centerline Plat and all appropriate documents					8		8	\$272.00

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section:	ERI-SR4-10.66 (Hayes Ave.)
Agreement No.:	
PID:	109523
PDP Path Used:	2
CONSULTANT:	Carpenter Marty Transportation Inc.

Proposal Date:	3/27/2020
Revised Date:	4/23/2020

PROJECT DESCRIPTION:	Safety upgrades along S.R. 4 (Hayes Avenue). Upgrades include traffic signal replacement, modifications, RRFBS, school zone flashers, and curb ramp upgrades.
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HOURLY RATES

Project Manager	\$63.75
Senior Engineer	\$58.24
Engineer 2	\$47.55
Engineer 1	\$35.00
Technician	\$34.00
Survey Crew Member	\$25.00

Task #	Task Description	Project Manager	Senior Engineer	Engineer 2	Engineer 1	Technician	Survey Crew Member	Overall Total Hours	Labor Costs
3.4.C.D	Set R/W Pins after acquisition					2	18	20	\$518.00
3.4	Subtotal	0	25.5	16	0	270	18	329.5	\$11,875.92
3.5	Prepare Environmental Document								
3.5.A	Prepare Environmental Document	0	0	0	0	0	0	0	\$0.00
3.5	Subtotal	0	0	0	0	0	0	0	\$0.00
3.8	Prepare Cost Estimates and Revise Milestone								
3.8.A	Roadway/Interchange Costs		4	8	16			28	\$1,173.36
3.8	Subtotal	0	4	8	16	0	0	28	\$1,173.36
3.9	Project Management for Environmental Engineering Phase								
3.9.A	Meetings	1	2	2				5	\$275.33
3.9.B	General Oversight	55						55	\$3,506.25
3.9	Subtotal	56	2	2	0	0	0	60	\$3,781.58
	SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE	56	77.5	160	292	270	18	873.5	\$35,541.60
4	Final Engineering and R/W Phase								
4.1	Right of Way Acquisition								
4.1.A	Right of Way Acquisition	0	0	0	0	0	0	0	\$0.00
4.1	Subtotal	0	0	0	0	0	0	0	\$0.00
4.2	Stage 3 Detailed Design Plans								
4.2.A	Quantities and Notes								
4.2.A.A	Pavement Subsummary		1	4	7			12	\$493.44
4.2.A.C	Roadway Subsummary		2	4	8			14	\$586.68
4.2.A.F	Pavement Marking Subsummary		2	5	8			15	\$634.23
4.2.A.G	Signing Subsummary		2	5	8			15	\$634.23
4.2.A.H	Signal Subsummary		8	25	50			83	\$3,404.67
4.2.A.M	General Summary Sheet		2	8	16			26	\$1,056.88
4.2.A.P	General Notes		1	2	5			8	\$328.34
4.2.B	Traffic Signal Plans & ITS Plans								
4.2.B.A	Wiring diagram & pole orientation		14	6	16			36	\$1,660.66
4.2.B.B	Timing Chart		4	16	16			36	\$1,553.76
4.2.D	Miscellaneous								
4.2.D.B	Prepare FAA Form 7460-1 for Airway/Highway Clearance	0	1		4			5	\$198.24
4.2	Subtotal	0	37	75	138	0	0	250	\$10,551.13
4.3	Prepare Cost Estimates and Revise Milestone								
4.3.A	Roadway/Interchange Costs		4	10	14			28	\$1,198.46
4.3	Subtotal	0	4	10	14	0	0	28	\$1,198.46
4.4	Final Plan Package								
4.4.A	Submission of Final Tracings and Documentation			7				7	\$332.85

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section:	ERI-SR4-10.66 (Hayes Ave.)
Agreement No.:	
PID:	109523
PDP Path Used:	2
CONSULTANT:	Carpenter Marty Transportation Inc.

Proposal Date:	3/27/2020
Revised Date:	4/23/2020

PROJECT DESCRIPTION:	Safety upgrades along S.R. 4 (Hayes Avenue). Upgrades include traffic signal replacement, modifications, RRFBS, school zone flashers, and curb ramp upgrades.
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HOURLY RATES

Project Manager	\$63.75
Senior Engineer	\$58.24
Engineer 2	\$47.55
Engineer 1	\$35.00
Technician	\$34.00
Survey Crew Member	\$25.00

Task #	Task Description	Project Manager	Senior Engineer	Engineer 2	Engineer 1	Technician	Survey Crew Member	Overall Total Hours	Labor Costs
4.4	Subtotal	0	0	7	0	0	0	7	\$332.85
4.5	Project Management for Final Engineering and Right of Way Phase								
4.5.B	General Oversight	36						36	\$2,295.00
4.5	Subtotal	36	0	0	0	0	0	36	\$2,295.00
	SUBTOTAL FINAL ENGINEERING AND R/W PHASE	36	41	92	152	0	0	321	\$14,377.44
	IF AUTHORIZED TASKS								
2.7.C.C	Subsurface Utility Engineering (SUE)	0	0	0	0	0	0	0	\$0.00
	Subtotal of If-Authorized Tasks	0	0	0	0	0	0	0	\$0.00
	GRAND TOTAL	148	145.5	294	602	304.5	18	1512	\$63,761.62



OHIO DEPARTMENT OF TRANSPORTATION

CONSULTANT INDIRECT COST RATE APPROVAL CERTIFICATE NO. 04162019-SPG-01

Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT hereby approves use of the following rates on contracts that are partially or fully reimbursed using the cost-plus-fixed-fee contract type.

Company Name:	Carpenter Marty Transportation
Based on Actual Costs Incurred for Fiscal Year End:	December 31, 2018
Effective Date (Approval Date):	April 16, 2019

APPROVAL TYPE:

This approval is granted based on a limited, correspondence desk review of your company's cost submission. This approval does *not* constitute an audit or cognizant review, and ODOT reserves the right to make further inquiries regarding submitted costs and to perform more extensive review procedures or audit testing at any time.

CONCLUSION. The following rates were accepted as submitted.

Corporate Indirect Cost Rate:	155.99%
Facilities Capital Cost of Money (FCCM) Rate:	0.70%

Note: The approved rates should be used for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be electronically submitted to the ODOT Office of External Audits via email (ODOT.Cost.Submissions@dot.state.oh.us). The submission is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx>. Failure to submit timely may result in the loss of your ODOT prequalification.

OVERTIME PREMIUM:

Treatment of overtime premium is determined based on your company's policies. Overtime premium must be allocated consistently, regardless of customer, contract type, reimbursement method, or individual contract terms. Companies that treat all overtime premium as an indirect cost must bill/invoice overtime hours at the straight-time pay rate. In these instances, overtime premium is included as part of the indirect cost rates listed above.

Based on the information submitted by your company:

- ☒ Project-related overtime premium is allocated to direct cost objectives and is eligible to be billed/invoiced as a direct cost on ODOT projects. Overtime premium that is not project related is included in the indirect cost pool.
- ☐ All overtime premium is allocated to the indirect cost pool; accordingly, the premium may not be invoiced as a direct cost on ODOT projects.

Please send a return message to confirm receipt of this certificate. Thank you for your assistance during this review.

Manager approval by:

Scot P. Gormley

Financial Program Manager
ODOT Office of External Audits
1980 W. Broad St., Mail Stop 2140, Columbus, OH 43223
614.644.0384
transportation.ohio.gov

For ODOT Use Only

Posted to Master Schedule:	<input checked="" type="checkbox"/>
CSS Database Updated:	<input checked="" type="checkbox"/>
OEA Auditor:	<input checked="" type="checkbox"/> SPG <input type="checkbox"/> LH <input type="checkbox"/> TE
RA Tier:	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3

V. Non-Labor Direct Cost Summary

2.3.A.G – Property Owner Notification

Certified Mail: 23 certified letters X \$8/letter = \$184.00

2.8.A – Meetings

Mileage: 1 trip X 220 miles X \$0.52/mile = \$114.40

3.4.B.I – Field Review

Mileage: (100+25+100)miles X \$0.52/mile = \$117.00

Lodging: 1 nights X \$104/night X 1 individual = \$104.00

Meals (Travel): 2 days X \$42/day X 1 individual = \$84.00

Task Total = \$117.00 + \$104.00 + \$84.00 = \$305.00

3.4.C.B – Field Review & Verify Property Owners

Mileage: (100+25+100)miles X \$0.52/mile = \$117.00

3.4.C.C – Record Centerline Plat and all appropriate documents

Mileage: (100+25+100)miles X \$0.52/mile = \$117.00

Recording Fee: \$75 x 1 sheet = \$75.00

Mylar Print = 1 sheet x \$45.00 = \$45.00

Task Total = \$117.00 + \$75.00 + \$45.00 = \$237.00

3.4.C.D – Set R/W Pins after acquisition

Mileage: (100+25+100)miles X \$0.52/mile = \$117.00

Supplies: (pins, caps, lath) = \$50.00

Task Total = \$117.00 + \$50.00 = \$167.00

3.9.A – Meetings

Mileage: 1 trip X 220 miles X \$0.52/mile = \$114.40

VII. Listing of Subconsultants

Subconsultant	Work Category	Total Amount Proposed	OH%	COM%
Environmental Design Group	Survey & Environmental	\$49,390.60	193.11%	0.73%
CTL Engineering, Inc.	Geotechnical	\$5,420.00	163.25%	2.70%
TranSystems	Right-of-Way Acquisition	\$69,340.00	N/A	N/A

VIII. Schedule

The schedule below assumes authorization to proceed will be on or before: 5/22/20

Submit Stage 1: 11/13/20

Receive Stage 1 comments: 12/11/20

Submit Stage 2 & Preliminary R/W: 2/26/21

Receive Stage 2 & Preliminary R/W comments: 3/26/21

Submit Final R/W Plans: 5/25/21

Submit Stage 3: 6/25/21

Receive Stage 3 comments: 7/23/21

R/W Authorized: 7/25/21

Submit Final Tracings: 11/19/21

APPENDIX A

SCOPE OF SERVICES

Path
Selected:

Path 2

Note: After completing the form, print to attach to scope.

To print for scope attachment, filter to show only tasks identified as "Yes" and size the rows to accommodate the Project Specific Comments.

Task #	Task	Task Needed - Path #2	Consulta nt	ODOT	If Authoriz ed	Mod #	Project Specific Comments
1 Planning Phase							
1.3 Existing Data, Research and Analysis							
1.3.C Traffic Data							
1.3.C.A Turning Movement Counts at Intersections - No Build	No						CM: Traffic counts from the ERI-4-10.59/11.75 Formal Safety Study, dated August 17, 2017, will be used.
2 Preliminary Engineering Phase							
2.2 Perform Environmental Field Studies							
2.2.D Regulated Materials Review Screening Form	Yes	X					EDG: See Environmental Design Group's cost proposal and scope of services provided in Appendix B.
2.2.F 4(f) determinations	Yes	X					EDG: See Environmental Design Group's cost proposal and scope of services provided in Appendix B.
2.3 AER Design							
2.3.A Field Survey and Aerial Mapping							
2.3.A.A Project Control, Benchmarks, and Reference Points	Yes	X					EDG: See Environmental Design Group's cost proposal and scope of services provided in Appendix B. Fee for this task includes Tasks 2.3.A.B, 2.3.A.C, and 2.3.A.F
2.3.A.B Monumentation recovery	Yes	X					EDG: Task included as part of 2.3.A.A.
2.3.A.C Base Mapping (incl. field verify.)	Yes	X					EDG: Task included as part of 2.3.A.A.

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
2.3.A.F	Establish property lines, tax id, & ownerships on base map	Yes	X				EDG: Task included as part of 2.3.A.A.
2.3.A.G	Property Owner Notification	Yes	X				CM: 23 total. 1.5 hours/owner. 23 owners x 1.5 hours/owner = 34.5 hours
2.3.D	Traffic Control						
2.3.D.A	Documentation of Proprietary Bid Justification - Signals	Yes	X				CM: Prepare proprietary bid justification documents for preemption equipment and traffic signal controllers. 4 hours/signal x 2 signals = 8 hours. [Reduced to 6 to meet available fee as per City comment.]
2.6 Public Involvement/Coordination							
2.6.A	Public Involvement meeting - Attendance	No					CM: As discussed in the February 21, 2020 scope meeting with the City, no public involvement to be included.
2.6.D	Preparation of Exhibits	No					CM: As discussed in the February 21, 2020 scope meeting with the City, no public involvement to be included.
2.7 Stage 1 Design							
2.7.A	Roadway						
2.7.A.A	Title Sheet	Yes	X				CM: 12hrs [Reduced to 11 to meet available fee as per City comment.]
2.7.A.B	Schematic Plan	Yes	X				CM: 20hrs/sheet; at 100 scale; 2 sheets = 40hrs [Reduced to 32 to meet available fee as per City comment.]
2.7.A.C	General Notes	Yes	X				CM: 6hrs/sheet; assume 2 sheets = 12hrs
2.7.A.J	Intersection Details	Yes	X				CM: 12hrs per intersection; Curb ramps only; Curb ramps at RRFB at Johnson St. and RRFB between Buchanan and Pierce, 1 sheet; curb ramps at Columbus intersection, 1 sheet; curb ramp at Osborne intersection, 1 sheet = 48hrs [Reduced to 42 to meet available fee as per City comment.]
2.7.A.N	Traffic Control	Yes	X				CM: Preliminary pavement marking plan. 8 sheets (20 scale). 8 sheets x 5 hours/sheet = 40 hours. [Reduced to 36 to meet available fee as per City comment.]
2.7.B	Drainage						

Task #	Task	Task Needed - Path #2	Consulta nt	ODOT	If Authoriz ed	Mod #	Project Specific Comments
2.7.B.A Storm Sewer Profiles		Yes	X				CM: 0.5hr per station; catch basin relocation at curb ramp on Columbus intersection. CM = 4 hrs

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
2.7.B.D	Drainage Calculations	Yes	X				CM: 0.5hr per station; catch basin relocation at curb ramp on Columbus intersection. CM = 4 hrs
2.7.C	Utilities						
2.7.C.A	Utility Coordination and Documentation	Yes	X				CM: Signal and RRFB coordination = 12hrs [Reduced to 8 to meet available fee as per City comment.]
2.7.C.C	Subsurface Utility Engineering (SUE)	Yes	X		X		MSG: See Mannik Smith Group's cost proposal and scope of services provided in Appendix B.
2.7.D	Geotechnical Services						
2.7.D.A	Geotechnical Services and Report	Yes	X				CTL: See CTL Engineering's cost proposal and scope of services provided in Appendix B.
2.7.G	Miscellaneous						
2.7.G.A	Perform Airway/Highway clearance analysis	Yes	X				CM: Analysis to be performed for heliport at Firelands Medical Center on Hayes Avenue. 2 hours provided.
2.7.H	Prepare C2 Cost Estimates and Update Milestones						
2.7.H.A	Roadway/Interchange Costs	Yes	X				CM: 36 hrs [Reduced to 20 to meet available fee as per City comment.]
2.7.K	Signals						
2.K.A	Signal Plans	Yes	X				CM: 2 signal replacements and 2 signal modifications. 2 signals x 15 hours per full replacement = 30 hours 2 signals x 8 hours per modified signal = 16 hours 30 + 16 = 46 hours
2.8	Project Management for Preliminary Engineering Phase						
2.8.A	Meetings	Yes	X				CM: 1 meeting to be attended by two people. 1 meeting x 7 hours/meeting/person x 2 people = 14 hours. Time includes travel. [Reduced to 5 to meet available fee as per City comment. Only one CM employee will travel to meeting; others needed will attend the meeting via conference call.]
2.8.B	General Oversight	Yes	X				CM: 20hrs per month per CFEG; 3 months = 60hrs [Reduced to 55 to meet available fee as per City comment.]

Task #	Task	Task Needed - Path #2	Consulta nt	ODOT	If Authoriz ed	Mod #	Project Specific Comments
3	Environmental Engineering Phase						

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
3.3 Stage 2							
3.3.A Roadway							
3.3.A.A Title Sheet	Yes	X					CM: 6hrs
3.3.A.B Schematic	Yes	X					CM: 4hrs/sheet; at 100 scale; 2 sheets = 8hrs
3.3.A.C General Notes	Yes	X					CM: 12hrs/sheet; assume 2 sheets = 24hrs
3.3.A.I Intersection Details	Yes	X					CM: 12hrs per intersection; Curb ramps only; Curb ramps at RRFB at Johnson St. and RRFB between Buchanan and Pierce, 1 sheet; curb ramps at Columbus intersection, 1 sheet; curb ramp at Osborne intersection, 1 sheet = 48hrs
3.3.B Drainage							
3.3.B.A Storm Sewer Profiles	Yes	X					CM: 0.5hr per station; catch basin relocation at curb ramp on Columbus intersection. CM = 4 hrs
3.3.C Traffic Control							
3.3.C.A Pavement Marking Plan	Yes	X					CM: Pavement markings at RRFB locations and signalized intersection locations. To be combined with the Signing Plan sheets. 6 sheets (20 scale) 6 sheets x 6 hours/sheet = 36 hours Pavement marking upgrades from Pierce Street to Osborne Street. 1 sheet (50 scale). 1 sheet x 8 hours/sheet = 8 hours 36 + 8 = 44 hours [Reduced to 39 to meet available fee as per City comment.]
3.3.C.B Signing Plan	Yes	X					CM: 1 plan sheet for each signalized intersection (4 each) 4 plan sheet x 7 hours/sheet = 28 hours 1 plan sheet per RRFB location (2 each), and school flasher assembly (2 each) 4 plan sheets x 24 hours/sheet = 56 hours (includes time for additional details) 28 + 56 = 84 hours [Reduced to 82 to meet available fee as per City comment.]

Task #	Task	Task Needed - Path #2	Consulta nt	ODOT	If Authoriz ed	Mod #	Project Specific Comments
3.3.D Signals & ITS							
3.3.D.A Signal Plan Sheets	Yes	X					CM: 2 signal replacements and 2 signal modifications. 2 signals x 51 hours per full replacement = 102 hours 2 signals x 30 hours per modified signal = 60 hours 102 + 60 = 162 hours [Reduced to 153 to meet available fee as per City comement.]
3.3.E Maintenance of Traffic							
3.3.E.A MOT General Notes	Yes	X					CM: 4hrs per sheet; assume 3 sheets = 12hrs
3.3.E.C Pedestrian/Bike Lane Detour-Plan Sheet	Yes	X					CM: One sheet for a typical pedestrian detour and notes. This will be used at any curb ramp or sidewalk closure within the project area. 12 hours
3.3.E.F MOT Plan Sheets	Yes	X					CM: 20 scale - 24hrs per sheet; assume 1 sheet for typical details and 1 sheet for details at the Columbus Avenue intersection. 2 sheets x 24 hours/sheet = 48 hours
3.3.J Utilities							
3.3.J.A Utility Coordination and Documentation	Yes	X					CM: 24hrs [Reduced to 20 to meet available fee as per City comement.]
3.3.K Geotechnical Services							
3.3.K.A Finalize Geotechnical Exploration and Report	Yes	X					CTL: See CTL Engineering's cost proposal and scope of services provided in Appendix B.
3.4 Right of Way Plans							
3.4.B Preliminary Right of Way Plans							
3.4.B.A Legend Sheet	Yes	X					CM: 1 sheet x 8 hours/sheet = 8 hours Dual surveyor certifications will be needed. CM will certify the proposed R/W takes.
3.4.B.B Centerline Survey Plat	Yes	X					CM: 2 permanent takes are assumed, one each at Hayes/Pierce and Hayes/Columbus intersections. 1 centerline plat will show both locations. Dual surveyor certifications will be needed. CM will certify the proposed R/W takes. 1 sheet x 16 hours/sheet = 16 hours

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
3.4.B.C Property Map		Yes	X				CM: 6 locations, 2 locations to be shown on each sheet. 3 Sheets total. 3 sheets x 16 hours/sheet = 48 hours
3.4.B.D Summary of Additional Right of Way		Yes	X				CM: 15 owners x 1.5 hours/owner = 22.5 hours
3.4.B.E Detailed ROW Plan Sheets		Yes	X				CM: 4 intersections + 2 RRFB crossings = 6 locations 1 sheet for each location = 6 sheets 6 sheets x 18 hours/sheet = 108 hours
3.4.B.G Legal Descriptions and Closure Calculations		Yes	X				CM: 18 parcels (16 Temporary, 2 permanent) 2.5 hours x 18 legals = 45 hours
3.4.B.I Field Review		Yes	X				CM: (6 detail sheets x 2 hours/sheet) + 5 hours travel time = 17 hours Mileage: (100+25+100) miles x \$0.52/mile = \$117.00 Lodging: 1 night x \$104/night = \$104.00 Meal Per Diem: 2 travel days x \$42/day = \$84.00 Total Direct Costs = \$117 + \$104 + \$84 = \$305
3.4.C Final Right of Way Plans							
3.4.C.A Final Right of Way Plans		Yes	X				CM: 13 sheets x 2 hours/sheet = 26 hours
3.4.C.B Field Review & Verify Property Owners		Yes	X				CM: (6 detail sheets x 1 hours/sheet) + 5 hours travel time = 11 hours Mileage: (100+25+100) miles x \$52/mile = \$117.00

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
3.4.C.C	Record Centerline Plat and all appropriate documents	Yes	X				CM: 8 hours have been provided to prepared the mylar Centerline Plat and take to the Erie County Engineer and Recorder offices to have recorded. Mileage: (100+25+100) miles x \$52/mile = \$117.00 Recording Fee = \$75 x 1 sheet = \$75.00 Mylar Print = 1 sheet x \$45.00 = \$45.00 Total Direct Costs = \$117 + \$75 + \$45 = \$237
3.4.C.D	Set R/W Pins after acquisition	Yes	X				CM: 2 potential permanent takes requiring 8 pins has been assumed. 8 hours setup + (8 pins x 0.25 hours/pin) + (2 persons x 5 hours travel time) = 20 hours. Mileage: (100+25+100) miles x \$52/mile = \$117.00 Supplies (pins, caps, lath) = \$50.00 Total Direct Costs = \$117 + \$50 = \$167
3.5 Prepare Environmental Document							
3.5.A	Prepare Environmental Document	Yes	X				EDG: See Environmental Design Group's cost proposal and scope of services provided in Appendix B.
3.8 Prepare Cost Estimates and Revise Milestone							
3.8.A	Roadway/Interchange Costs	Yes	X				CM: 30 hrs [Reduced to 28 to meet available fee as per City comement.]
3.9 Project Management for Environmental Engineering Phase							
3.9.A	Meetings	Yes	X				CM: 1 meeting to be attended by two people. 1 meeting x 7 hours/meeting/person x 2 people = 14 hours. Time includes travel. [Reduced to 5 to meet available fee as per City comement. One one person will attend meeting; others will attend via conference call.]
3.9.B	General Oversight	Yes	X				CM: 20hrs per month per CFEG; assume 3 months = 60hrs [Reduced to 55 to meet available fee as per City comement.]

Task #	Task	Task Needed - Path #2	Consulta nt	ODOT	If Authoriz ed	Mod #	Project Specific Comments
4	Final Engineering and R/W Phase						
4.1	Right of Way Acquisition						
4.1.A	Right of Way Acquisition	Yes	X				TS: See TranSystems cost proposal and scope of services provided in Appendix B.
4.2	Stage 3 Detailed Design Plans						
4.2.A	Quantities and Notes						
4.2.A.A	Pavement Subsummary	Yes	X				CM: 12hrs
4.2.A.C	Roadway Subsummary	Yes	X				CM: 18hrs [Reduced to 14 to meet available fee as per City comement.]
4.2.A.F	Pavement Marking Subsummary	Yes	X				CM: 17hrs [Reduced to 15 to meet available fee as per City comement.]
4.2.A.G	Signing Subsummary	Yes	X				CM: 17hrs [Reduced to 15 to meet available fee as per City comement.]
4.2.A.H	Signal Subsummary	Yes	X				CM: 2 signal replacements and 2 signal modifications. 2 signals x 32 hours per full replacement = 64 hours 2 signals x 10 hours per modified signal = 20 hours 64 + 20 = 84 hours [Reduced to 83 to meet available fee as per City comement.]
4.2.A.M	General Summary Sheet	Yes	X				CM: 18hrs per sheet; 1.5 sheets = 27hrs [Reduced to 26 to meet available fee as per City comement.]
4.2.A.P	General Notes	Yes	X				CM: 4hrs/sheet; 2 sheets = 8hrs
4.2.B	Traffic Signal Plans & ITS Plans						
4.2.B.A	Wiring diagram & pole orientation	Yes	X				CM: 2 signals. Provide 21 hours per signal. 2 signals x 21 hours per signal = 42 hours [Reduced to 36 to meet available fee as per City comement.]

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
4.2.B.B Timing Chart		Yes	X				CM: 2 signal replacements and 2 signal modifications. 2 signals x 17 hours per full replacement = 34 hours 2 signals x 12 hours per modified signal to check and provided updated clearance intervals = 24 hours 34 + 24 = 58 hours [Reduced to 36 to meet available fee as per City
4.2.B.C Elevation View of Mast Arm Poles		No					CM: Per the Signal Design Reference Packer (SDRP) submittal checklist, elevation views of each mast arm are not required.
4.2.D Miscellaneous							
4.2.D.B Prepare FAA Form 7460-1 for Airway/Highway Clearance		Yes	X				CM: Analysis to be performed for heliport at Firelands Medical Center on Hayes Avenue. 8 Hours provided. [Reduced to 5 to meet available fee as per City comement.]
4.3 Prepare Cost Estimates and Revise Milestone							
4.3.A Roadway/Interchange Costs		Yes	X				CM: 40hrs [Reduced to 28 to meet available fee as per City comement.]
4.4 Final Plan Package							
4.4.A Submission of Final Tracings and Documentation		Yes	X				CM: 0.25hrs/sheet; assume 30 sheet = 7.5hrs [Reduced to 7 to meet available fee as per City comement.]
4.5 Project Management for Final Engineering and Right of Way Phase							
4.5.B General Oversight		Yes	X				CM: 12hrs per month per CFEG; assume 3 months = 36hrs
4.6 Pre-Bid Activities							
4.6.A Pre-Bid Questions		No					CM: Item not included, but can be included as part of a contract modification.
5 Construction Phase							
5.1 On-going services during Construction							
5.1.A On-going Services During Construction		No					CM: Item not included, but can be included as part of a contract modification.

APPENDIX B

SUBCONSULTANT PROPOSALS

Environmental Design Group Fee Schedule for
ERI-SR-0004-10.66 (Hayes Ave) PID: 109523
Environmental and Survey Services

		Principal	Project Engineer	Survey PM	Survey Crew	Surveyor Technician	Environmental Specialist	Clerical	Total Hours	ODC	Total Cost
		\$190.00	\$128.00	\$128.00	\$195.00	\$95.00	\$84.00	\$65.00			
	Environmental Site Assessment Screening (RMR)	2	2	0	0	0	52	0	56	102.60	\$5,106.60
	Environmental Document Preparation (C2)	2	24	0	0	0	5	0	31	0.00	\$3,872.00
	Section 4(f) Determination	2	24	0	0	0	4	0	30	20.00	\$3,808.00
	Survey	8	0	38	100	88	0	4	238	\$ 2,100.00	\$36,604.00

Environmental Site Assessment Screening: Environmental Design Group will provide a Regulated Materials Review (RMR) Screening for the project corridor in accordance with ODOT's latest Environmental Site Assessment Guidelines. It is assumed that the study area includes Low to High land use Categories, as well as Exempt land use Category, and that permanent take and/or deep excavation will occur at up to three (3) properties. Based on the RMR Screening, the need for additional environmental investigation will be determined. If any sites are identified during the RMR Screening that would require an RMR Assessment or RMR Investigation by the ODOT district office and/or ODOT's Office of Environmental Services (OES), separate costs will be prepared as necessary.

Environmental Document Preparation: As required by the National Environmental Policy Act (NEPA) of 1969, ODOT requires that projects consider the environmental impacts and meet compliance with all applicable Federal, state, and local requirements. ODOT and Federal Highway Administration (FHWA) developed a Categorical Exclusion (CE) process for simplifying this procedure for projects without significant environmental impacts. The CE document will be completed using ODOT's EnviroNet on-line system and associated documents will be uploaded to the ODOT Office of Environmental Services via EnviroNet for review and comment. It is assumed that a level C2 document will be required for this project. If a higher-level CE document is required additional costs will be prepared as necessary. It is also assumed that the project will be local let.

Section 4(f) Determination: As part of the environmental document, coordination with local parks and governments for Section 4(f) approval for the project will be performed. Letters will be prepared and submitted for up to two (2) Officials with Jurisdiction (OWJ). Assumes a simple No Use, Temporary No Use, exception, or *de minimis* finding; no avoidance alternative development; and standard commitments/Measure to Minimize Harm.

Boundary Survey: Environmental Design Group will establish street right of ways and centerlines and the boundary lines of 18 properties to state minimum standards. All other boundary lines will be shown from available County GIS information. The boundary lines, street centerlines and street right of ways lines will be shown on the base map created for the project.

Topographic Survey: The following tasks will be performed in the completion of the topographic survey:

Utilities – Locate above ground utility features such as transformers, manholes, hydrants, poles, overhead wiring, etc. Show top elevation of manholes, catch basins and utility vaults. Locate underground utilities from records, O.U.P.S. contact, and field reconnaissance. The underground utilities will be shown on the base map and those identified by record location will be noted as same. Be advised that private property like the facility site is not covered by O.U.P.S. contracts and their service will not field locate interior utility routing, therefore some buried utilities may not be discovered.

Control Points – Environmental Design Group will establish semi-permanent horizontal and vertical control points throughout the project area. Due to the proximity of each intersection site, at a minimum one will be set at each intersection for use in future construction. The points will be clearly labeled on the survey map.

Surface Features – Environmental Design Group will locate and show on the survey map, surface features within the project limits such as curbs, walls, buildings, parking stripping, fences, gates, poles, valves, landscape areas and trees. The features will be shown on a base map at 1" = 20' and labeled as needed.

Tree Locations – Environmental Design Group will locate and show on the survey map, isolated trees within the project limits. Wooded areas will be depicted by an outline of the outside edge.

Elevations – Site elevations will be obtained at 50-foot intervals as well as on curbs, walks, street centerlines, walls, utility structures (rim and inverts) and finished floors at doorways. Contours will be generated at one-foot intervals and shown along with the grid elevations. The elevation datum will be USGS or municipal datum as determined by the project requirements.

Site Map – A completed map of survey will be prepared for the referenced project limits. All the above detailed information will be shown. The survey will be compiled at 1"=20' with one-foot contours and spot elevations. The survey will include utility structures and elevations, parcels and PPN's and control points.

ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to this proposal for technical services. These items were considered while defining the scope and fee for Environmental Design Group's services and further explain the responsibilities of Client and Environmental Design Group.

1. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. This proposal outlines the agreed upon scope of services. It supersedes any other previous requests, discussions, or versions including request for proposals or other owner initiated scope documents.
3. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
4. Based on the RMR Screening, the need for additional environmental investigation will be determined. If any sites are identified during the RMR Screening that would require an RMR Assessment or RMR Investigation by the ODOT local district office and/or ODOT's Office of Environmental Services (OES), separate costs will be prepared as necessary.
5. It is assumed that a level C2 document will be required for this project. If a higher-level CE document is required additional costs will be prepared as necessary. It is also assumed that the project will be local let.
6. It is assumed that Section 4(f) coordination letters will be prepared and submitted for up to two (2) Officials with Jurisdiction (OWJ). Assumes a simple No Use, Temporary No Use, exception, or *de minimis* finding; no avoidance alternative development; and standard commitments/Measure to Minimize Harm relating to Section 4(f).
7. Client will provide engineering and surveying data and other existing information in the client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities and similar documents.
8. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.
9. Inclement weather conditions may delay the schedule and estimated completion date.
10. Environmental Design Group cannot be held responsible for the accuracy or completeness of records received from others.
11. Environmental Design Group will indicate the locations of subterranean structures (pipes, tanks, cables, conduits, field tiles, etc.) by field reconnaissance of visible above-ground appurtenances, Ohio Utilities Protection services (OUPS) (Ohio 811) design tickets and provided records. These locations can be depicted on the survey only to the accuracy and extent provided by the owners of the facilities, either by plans or markings in the field. Environmental Design Group is not responsible for such structures that are not called to Environmental Design Group's attention or correctly shown on plans of affected utilities provided to Environmental Design Group by the owners of such utilities. Should actual locations or depths of such subterranean structures be required, the costs of physically locating or exposing such structures are the responsibility of the Client.
12. Traffic studies and title commitments are not included in our scope of services.
13. Other than the noted Boundary Survey and Topographic Survey, no additional surveys, maps or descriptions for, including, but not limited to, consolidations, splits, subdivisions, vacations, dedications, easements, leases, elevation certificates, boundaries, or other modification surveys are included in this proposal.
14. If available, Client will provide a complete copy of any title commitment report, including complete copies of all of the documents listed within the title reports.

March 6, 2020

Carpenter Marty Transportation
6612 Singletree Drive
Columbus, Ohio 43229

Attention: Mr. John J. Gallagher, MS, PTOE, PE
Director of Traffic and Planning Services

Reference: Proposal for Geotechnical Engineering
PID No. 109523
ERI-SR 4-10.66
Hayes Avenue – Safety Improvements
Sandusky, Erie County, Ohio

CTL Proposal No. 20050018CLE-P

Mr. Gallagher:

In response to your request, CTL Engineering, Inc. is pleased to submit this proposed scope and fees for Geotechnical Engineering Services for the referenced project.

PROJECT DESCRIPTION

The services include preparation of construction contract plans for ERI-SR004-10.66 (Hayes Avenue) located in the City of Sandusky approximately 1.14 miles in length. The project limits begin on Hayes Avenue (State Route 4) from Orlando Pace Drive to Columbus Avenue. The transportation issues to be addressed are higher than anticipated crash locations. The project improvements include installing RRFBs at Johnson Street and at a midblock crossing at Firelands South, school zone flashers at Sandusky High School, traffic signal modifications at West Osborne Street and Tyler Street, and full signal reconstruction at the Pierce Street intersection and at the Columbus Avenue & East/West Park Street intersection.

SCOPE OF WORK

CTL plans to advance three (3) soil borings to 25 feet below the surface or sample refusal whichever occurs first. CTL will coordinate site access with the designated personnel and provide traffic control. CTL will interpret the soil data and provide recommendation for traffic signal supports.

PROCEDURES

CTL services will include the following items:

- A. Coordinate with designated personnel.
- B. Contact Ohio Utility Protection Services (OUPS) to locate underground utilities. Borings, which are in the area of utilities will be offset and noted on the site plan.
- C. Drilling of test borings across the site in the areas specified in the soil-boring plan.
- D. Field and laboratory testing in accordance with ASTM/AASHTO specifications.
- E. Engineering evaluation and reporting to include:
 - 1. General description of the site.
 - 2. Boring logs and soil profile to include:
 - (a) Surface elevation at each test boring location.
 - (b) Thickness of topsoil fills and subsoil strata.
 - (c) Groundwater encountered, at completion, and at end of day.
 - (d) Standard penetration and moisture content as a function of depth.
 - 3. Existing subsurface conditions.
 - 4. Site preparation and earthwork requirements.
 - 5. Recommendations for support of Traffic Signal Foundation.
 - 6. Lateral soil parameters for design of laterally loaded structures.
 - 8. Recommendations for groundwater management.

COST ESTIMATE

Mobilization/Demobilization:	\$850.00
Soil borings (1 day):	\$1,320.00
Traffic Maintenance:	\$750.00
Laboratory Testing:	\$1,000.00
Engineering Services:	<u>\$1,500.00</u>
Estimated Total Fee:	\$5,420.00

CONTINGENCIES

This proposal does not include the costs incurred due to any unforeseen conditions. Whenever the actual amount of work will exceed the estimated quantity, the client will be notified and authorization will be obtained, prior to CTL performing additional work. Additional services will be invoices at the following rates:

- Soil Borings Drilling and Sampling:.....\$15.00/lf
- Soil Classification, Moisture Content, & Pocket Penetrometer:.....\$15.50/ea.



- Grain Size Analysis:.....\$70.00/ea.
- Atterberg Limits:.....\$75.00/ea.
- Professional Engineering:.....\$150.00/hr.
- Staff Engineer:.....\$95.00/hr.
- Data Reduction:.....\$45.00/hr

This proposal does not include the costs incurred due to any unforeseen conditions. Whenever the actual work exceeds the estimated quantity or the scope as defined, the client will be notified and authorization will be obtained prior to CTL performing the additional work.

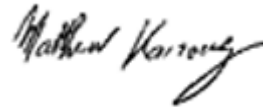
SCHEDULE

CTL can start the drilling within 5 to 7 working days of authorization. Report will be available within 15 working days of authorization.

CLOSING

CTL is committed to provide thorough, comprehensive, quality services to our clients, and we are confident that our services commensurate with your professional expectations. We sincerely appreciate the opportunity to provide this cost proposal and look forward to working with you. Should you have any questions, please feel free to contact me at (330) 220-8900.

Respectfully submitted,
CTL ENGINEERING, INC.



H. Matthew Kairouz, P.E.
Project Engineer



Real Estate Consulting, Inc.

**TranSystems Real Estate
Consulting, Inc.**
1100 Superior Ave, Suite 1000
Cleveland, Ohio 44114
Tel: 216-861-1780

www.transystems.com

April 21, 2020

Carpenter Marty Transportation, Inc.
Attn: John J. Gallagher, MS, PTOE, PE
6612 Singletree Drive
Columbus, OH 43229

Re: ERI-CR4-10.66 – Cost Proposal

Dear Mr. Gallagher:

Per your request, TranSystems Real Estate Consulting, Inc. is pleased to submit a cost proposal for acquisition services for the eighteen (18) parcels on the project. All of the acquisition services will be completed following ODOT's Policies and Procedures.

Type of Service	Unit	No. of Units	Fee per Unit	Total Amount
Project Management over Right of Way Acquisition	Parcel	18	\$800	\$14,400
Abbreviated Title Reports	Parcel	18	\$350	\$6,300
Value Analysis Reports	Appraisal	18	\$600	\$10,800
Negotiations	Parcel	18	\$1,750	\$31,500
Mailout Closings	Parcel	16	\$300	\$4,800
Formal Closings	Parcel	2	\$700	\$1,400
Estimated Recording Fees (Actual Cost with receipts provided with invoice)		2	\$70	\$140
Total				\$69,340

If you have any questions or there is anything else needed, please contact me directly at (330) 726-5316.

Respectfully,

A handwritten signature in black ink that reads "James M. Fisher".

James M. Fisher
Vice President



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: April 30, 2020

Subject: Commission Agenda Item – Issuance & Sale of Bonds

Items for Consideration: Legislation approving the issuance and sale of economic development revenue bonds to Civista Bank (“Civista”).

Background Information: In December of 2019, the City entered into a Project Funding Agreement with Cedar Point Park, LLC. Pursuant to the Project Funding Agreement the City is to provide/sell \$2,250,000.00 in economic development revenue bonds to pay a portion of the costs associated with the \$20.0M+ construction of a 185,000 square foot indoor sports complex and sports medicine facility on Cleveland Road.

After talking to several bond purchasers and receiving proposals, staff is recommending selling the economic development revenue bonds to Civista. Per the terms of the bond issuance/sale, Civista would purchase a total of \$2,310,000 in economic development revenue bonds. Of the \$2,310,000 received in bond proceeds from Civista, the City would pay \$2,250,000 to Cedar Point Park, LLC for our contribution to the indoor sports complex and the additional \$60,000 will be used to cover legal expenses associated with the transaction.

The bonds will have a 10-year term (with no prepayment penalty) and bear interest at 3.10%. Payments will be due semi-annually on April 1 and October 1 of each calendar year, with the first payment due on April 1, 2021. The bonds are formally secured by a pledge of the City’s non-tax revenues but also the City is due, minimally \$550,000 annually from Cedar Point Park, LLC in the form of minimum service payments in lieu of real estate taxes which far exceeds the debt service payments due to Civista.

Budgetary Information: The City will borrow, through the issuance/sale of economic development revenue bonds, \$2,310,000. Semi-annually, the City is to make debt service payments to Civista from the bond fund utilizing non-tax revenues (in this case, minimum service payment revenues received from Cedar Point Park, LLC).

Action Requested: It is requested that the proper legislation be drafted authorizing the issuance and sale of economic development revenue bonds and to allow the City Manager to execute all necessary documents to effectuate the sale to Civista. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately move forward with sale of the bonds and for the City to meet its obligations set forth in the previously executed Project Funding Agreement with Cedar Point Park, LLC.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF ECONOMIC DEVELOPMENT REVENUE BONDS OF THE CITY UNDER SECTION 13, ARTICLE VIII OF THE OHIO CONSTITUTION AND CHAPTER 165 OF THE OHIO REVISED CODE TO PAY COSTS OF A “PROJECT” AS DEFINED IN SECTION 165.01 OF THE OHIO REVISED CODE, FOR THE PURPOSE OF CREATING OR PRESERVING JOBS AND EMPLOYMENT OPPORTUNITIES AND IMPROVING THE ECONOMIC WELFARE OF THE CITY AND ITS RESIDENTS AND THE STATE OF OHIO; PROVIDING FOR THE PLEDGE FOR THAT PURPOSE OF CERTAIN NONTAX REVENUES; ESTABLISHING CERTAIN FUNDS OF THE CITY; APPROVING RELATED DOCUMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sandusky is authorized by virtue of the laws of the State of Ohio, including, without limitation, Section 13 of Article VIII, Ohio Constitution, and Chapter 165 of the Ohio Revised Code, among other things, to (i) issue bonds, and notes in anticipation of those bonds, to acquire, construct, equip, or improve a “project” as defined in Section 165.01 of the Ohio Revised Code, for the purpose of creating or preserving jobs and employment opportunities and improving the economic welfare of the City and its residents and of the State of Ohio, and (ii) secure such notes and bonds by a pledge of nontax revenues, as provided herein; and

WHEREAS, to create and preserve jobs and employment opportunities, the City has determined to issue its economic development revenue bonds (the “Bonds”) authorized herein to pay a portion of the costs of the construction of an indoor sports complex, sports-medicine facility, additional recreational facilities and related improvements (the “Project”), which indoor sports complex is approximately 185,000 square feet, with basketball courts (convertible to volleyball courts) and arena with retractable seats; and

WHEREAS, the Sandusky Community Improvement Corporation (the “CIC”), pursuant to its designation as the City’s agent pursuant to Revised Code Section 1724.10, has certified to the City that the Project is in accordance with the City’s plan and agreement for industrial, commercial, distribution and research development; and

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in order in order to allow the City to timely fulfill its commitments with respect to the Project in furtherance of economic development in the City, and by reason thereof, this ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. Definitions. In addition to the words and terms elsewhere defined in this Ordinance, the following words and terms as used in this Ordinance shall have the meanings set forth below.

“Act” means Chapter 165, Ohio Revised Code, as enacted and amended pursuant to Section 13 of Article VIII, Ohio Constitution.

“Bond Fund” means the Bond Fund established pursuant to Section 8.

“Bonds” means the City’s economic development revenue bonds described in and the issuance of which is authorized by Section 3.

“Debt charges” means, for any period of time, the principal of and interest required to be paid by the City on the Bonds for such period.

“Final Terms Certificate” means the certificate authorized by Section 3 to be signed by the Fiscal Officer or by the City Manager, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

“Fiscal Officer” means the Finance Director of the City.

“Holder” means the Original Purchaser, as the initial registered owner of the Bond or, in the event of transfer thereof as permitted by its terms, any subsequent person in whose name the Bond is registered on the Register.

“Nontax Revenues” means all money of the City that is not money raised by taxation, to the extent available for deposit in the Bond Fund as provided in this Ordinance, including, but not limited to the following: (a) grants from the United States of America and the State of Ohio; (b) payments in lieu of taxes now or hereafter authorized by State statute to the extent not pledged to pay debt charges on other City indebtedness; (c) fines and forfeitures that are deposited in the City’s General Fund; (d) fees deposited in the City’s General Fund from properly imposed licenses and permits; (e) investment earnings on the City’s General Fund and that are credited to the City’s General Fund; (f) investment earnings on other funds of the City that are credited to the City’s General Fund; (g) proceeds from the sale of assets that are deposited in the City’s General Fund; (h) rental income that is deposited in the City’s General Fund; (i) gifts and donations; and (j) Project Revenues.

“Original Purchaser” means Civista Bank, or such other purchaser designated by the Fiscal Officer in the Final Terms Certificate.

“Parity Obligations” means any bonds, notes or other obligations of or guaranties by the City payable from Nontax Revenues on a parity with or prior to the Bonds.

“Payment Date” means a date that principal or interest is due on the Bonds.

“Project Funding Agreement” means the Project Funding Agreement, dated as of December 16, 2019 by and between the City and Cedar Point Park LLC, relating to the Project.

“Project Revenues” means any revenues, payments, repayments, and moneys derived from the Project and deposited in the Bond Fund, including any minimum services payments payable to the City under the Project Funding Agreement.

“Year” means the calendar year, unless otherwise specified.

The captions and headings in this Ordinance are solely for convenience of reference and do not define, limit or describe the scope or intent of any provisions or Sections of this Ordinance.

Unless otherwise indicated, any reference to a Section is a reference to a Section of this Ordinance.

Section 2. Determinations by the City Commission. This City Commission determines that (i) the Project is a “project” as defined in the Act and is consistent with the purposes of Section 13 of Article VIII of the Ohio Constitution, (ii) the utilization of the Project is in furtherance of the purposes of the Act and will benefit the people of the City and of the State by creating and preserving jobs and employment opportunities and improving the economic welfare of the people of the City and of the State; and (iii) it is necessary for the City to borrow money, by the issuance and sale of the Bond as provided herein, to provide funds necessary to pay costs of the Project.

Section 3. Authorization and Terms of Bonds. Council determines it to be necessary to, and the City shall, issue, sell and deliver, as provided and authorized herein and pursuant to the authority of the Act, the Bonds in a principal amount not to exceed \$2,310,000 for the purpose of paying a portion of the costs of the Project. Subject to that limitation, the Fiscal Officer shall specify the principal amount of the Bond in the Final Terms Certificate as the amount required for the Project and any issuance costs he determines to pay from the proceeds of the Bonds.

The Bond shall be designated “Taxable Economic Development Revenue Bonds, Series 2020 (Cedar Point Sports Park Project)” or such other designation provided in the Final Terms Certificate. The Bonds may (i) be issued as a single

instrument in the full principal amount of the issue and in fully registered form; (ii) be subject to prepayment prior to maturity as described below; (iii) be numbered R-1 and upwards upon any exchange of the Bond for a new Bond; and (iv) be dated as of the date of its issuance and delivery to the Original Purchaser (which date shall appear on the face of the Bond).

Based on the best interests of and financial advantages to the City and conditions then existing in the financial markets and subject to the limitations set forth in this Section, the Fiscal Officer shall determine and specify in the Final Terms Certificate the date of issuance of the Bonds, which shall not be later than July 1, 2020, the principal amount of the Bonds, the rate of interest the Bonds shall bear and the schedule of principal and interest payments.

The Bonds shall bear interest from the date of issuance at the estimated rate of 3.10% per year, computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Bonds shall be payable on each April 1 and October 1, commencing April 1, 2021. The Bond shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid, from the date of the Bond. The Bonds shall be payable as to principal in 20 installments on April 1 and October 1 of each year, commencing April 1, 2021, in such amounts that the debt charges on the Bonds due in each year are substantially equal. The Fiscal Officer may provide in the Final Terms Certificate that debt charges be paid on such other dates or in such other installments as determined by the Fiscal Officer in the Final Terms Certificate, if determined to be in the best interest of the City.

The City may prepay unpaid principal installments of the Bonds prior to the date that such installments are due, in whole or in part on any date (in the inverse order of the dates when such installments are due), at the price equal to the principal amount prepaid, plus interest accrued to the prepayment date. Prepayment prior to maturity shall be made by deposit with the Holder of the principal amount of the Bond to be prepaid together with interest accrued thereon to the date of prepayment. The City's right of prepayment shall be exercised by mailing or otherwise delivering a notice of prepayment, stating the date of prepayment and the amount to be prepaid, by certified or registered mail to the Holder of the Bonds not less than seven days prior to the date of that deposit, unless that notice is waived by the Holder of the Bonds. If money for prepayment is on

deposit with the Holder on the specified prepayment date following the giving of that notice (unless the requirement of that notice is waived as stated above), interest on the principal amount prepaid shall cease to accrue on the prepayment date.

Section 4. Payment, Registration, Payment, Transfer and Exchange. The Bonds shall be payable as to principal and interest in lawful money of the United States of America, shall be a negotiable instrument in accordance with the Act, and shall express on its face the purpose for which it is issued and such other statements or legends as may be required by law. The Bonds shall be signed by the Ex-Officio Mayor and the Fiscal Officer, in the name of the City and in their official capacities, provided that one or both of those signatures may be a facsimile.

The Fiscal Officer is appointed to act as the authenticating agent, bond registrar and transfer agent (collectively, the "Registrar") for the Bond. Pursuant to and in accordance with Section 9.96, Ohio Revised Code, the City may hereafter designate a different person to serve as Registrar and enter into a contract for the provision by that person as Registrar of any of the services described in Division (C) of Section 9.96. No Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Bond, is signed by the Registrar as authenticating agent. Authentication by the Registrar shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. So long as the Bonds remain outstanding, the City will cause to be maintained and kept by the Registrar, at the Registrar's office, all books and records necessary for the registration, exchange and transfer of the Bond as provided in this Section (the "Register"). The registered Holder shall be regarded as the absolute owner of the Bond for all purposes of this Ordinance. Payment of or on account of principal of or interest on the Bond shall be made only to or upon the order of that Holder. Neither the City nor the Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the City's liability on the Bonds, including interest, to the extent of the amount or amounts so paid.

The Bond may be (i) exchanged for a Bond in a denomination equal to the aggregate unmatured and unredeemed principal amount of the Bond surrendered upon presentation and surrender at the office of the Registrar, together with a request for exchange signed by the Holder or by a person legally empowered to do so in a form satisfactory to the Registrar, and (ii) transferred only on the Register upon presentation and surrender of the Bond at the office of the Registrar, together with an assignment signed by the Holder or by a person legally empowered to do so in a form satisfactory to the Registrar. Upon exchange or transfer the Registrar shall complete, authenticate and deliver a new Bond in the aggregate unmatured and unredeemed principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date or dates.

If manual signatures on behalf of the City are required, the Registrar shall undertake the exchange or transfer of the Bond only after the new Bond is signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign or provide for signing and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings.

Every exchange or transfer of the Bond shall be without charge to the Holder; except that the City and the Registrar may make a charge sufficient to reimburse them for any tax or excise required to be paid with respect to the exchange or transfer. The City or the Registrar may require that those charges, if any, shall be paid before the procedure for the transfer or exchange is begun. Any Bond issued upon a transfer or exchange shall be the valid special obligation of the City, evidencing the same obligation, and entitled to the same benefits under this Bond Ordinance, as the Bond surrendered upon that transfer or exchange.

Any Bond surrendered to the Registrar pursuant to this Bond Ordinance for the purpose of payment or retirement, or for exchange, replacement or transfer, shall be cancelled by the Registrar, unless, in the case of a transfer, the surrendered Bond is to be reissued to the transferee. Certification of the surrender and cancellation of Bonds shall be made, and retention of cancelled Bonds shall be retained for a period of four years and then destroyed by the Registrar.

Section 5. Sale of Bonds. The Bonds shall be and are hereby awarded and sold at private sale to the Original Purchaser, in accordance with this Ordinance, at a purchase price of not less than par. The Fiscal Officer is authorized to and directed to sign and deliver the Final Terms Certificate to evidence that sale to the Original

Purchaser, and to establish, consistent with the provisions, and subject to the limitations set forth herein, certain final terms of the Bonds. It is hereby determined that the price and the terms of the Bonds, and sale thereof, all as provided and to be provided and to be provided in this Ordinance and the Final Terms Certificate, are in the best interest of the City.

The Fiscal Officer and other City officials are authorized and directed to make the necessary arrangements with the Original Purchaser to establish the date, location, procedure and conditions for the delivery of the Bonds to the Original Purchaser, and to take all steps necessary to effect due execution and delivery to the Original Purchaser of the Bond under the terms of this Ordinance. The City Manager, the Fiscal Officer, the Director of Law, the Clerk of the City Commission and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance, and all actions heretofore taken by these officers and officials in connection with the Project and the Bonds are hereby certified, ratified and approved.

Section 6. Application of Proceeds. The proceeds from the sale of the Bonds shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued. The par value to be received from the sale of the Bonds or and any excess funds resulting from the issuance of the Bonds shall, to the extent necessary, be used to pay the debt charges on the Bonds and are pledged for that purpose.

Section 7. Bond Counsel. This City Commission hereby approves the retention of the law firm of Squire Patton Boggs (US) LLP as bond counsel. The expenditure of the amounts necessary to pay reasonable compensation to such law firm for the services rendered and for reimbursement of expenses incurred by such law firm is authorized and approved, and the Fiscal Officer is authorized to provide for the payment of such compensation and expenses from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are or shall be appropriated for that purpose.

Section 8. Payment and Security of the Bonds. The Bonds shall be special obligations of the City, and the debt charges on the Bonds shall be payable solely

from, and such payment is secured by a pledge of, and lien on, the Nontax Revenues which are on deposit in the Bond Fund, as described below.

There is hereby created by the City a separate fund or account designated as the "Sports Park Project Bond Fund" (the "Bond Fund") into which Nontax Revenues shall be deposited in accordance with the following provisions. The City hereby covenants and agrees that (i) on or before each Payment Date it shall deposit in the Bond Fund from Nontax Revenues selected by the City, an amount equal to the amount of the debt charges due on that Payment Date, less, in the discretion of the City, any interest earnings or other moneys accumulated in the Bond Fund which have not theretofore been used as a credit against a prior payment obligation and (ii) on each Payment Date it shall pay to the Holder, from such Nontax Revenues, the debt charges payable on that Payment Date. Moneys in the Bond Fund shall be used solely and exclusively to pay debt charges when due.

The City hereby covenants and agrees that so long as the Bonds are outstanding, it will appropriate and maintain sufficient Nontax Revenues each year to make each payment due under this Section and to pay debt charges on the Bonds and required payments on any Parity Obligations when due and will so restrict the issuance of future Parity Obligations as will ensure the continuing availability for appropriation of sufficient Nontax Revenues to pay debt charges on the Bonds and required payments on Parity Obligations when due, which Nontax Revenues are hereby selected by the City pursuant to Section 165.12 of the Ohio Revised Code as moneys that are not raised by taxation. The Bond is not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The Bonds do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the City, and the owners thereof have and shall have no right to have taxes levied by the City for the payment of debt charges on the Bonds. The Bonds shall contain a statement to that effect and to the effect that they are payable solely from the Nontax Revenues and are not secured by an obligation or pledge of any money raised by taxation. Nothing herein shall be construed as requiring the City to use or apply to the payment of debt charges on the Bonds any funds or revenues from any source other than Nontax Revenues. Nothing herein, however, shall be deemed to prohibit the City, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Ordinance or of the Bonds.

Section 9. Additional Covenants of the City. In addition to other representations and warranties of the City contained in this Ordinance, the City covenants and agrees that:

(a) Payment of Debt Charges. The City will, solely from the proceeds of the Bonds or from Nontax Revenues, pay or cause to be paid the debt charges on the Bonds on the dates, at the places and in the manner provided herein and in the Bonds. For that purpose, in each year while the Bonds are outstanding, this City Commission, after providing for the payment of debt charges payable on the City's general obligation securities in that year from sources available for that purpose, will appropriate and maintain Nontax Revenues at such times and in such amounts as will be sufficient, together with other funds available for the purpose, to pay the debt charges on the Bonds and any Parity Obligations due in that year. Further, this City Commission will give effect to such appropriations in all ordinances it passes thereafter in that year appropriating money for expenditure and encumbrance and limit the other appropriations of Nontax Revenues in that year to the amount available after deducting the amount required for the payment of debt charges payable on the City's general obligation securities and to pay those debt charges on the Bonds and required payments on any Parity Obligations.

(b) Parity Obligations. The City covenants that, so long as any of the Bonds are outstanding, it shall not issue any Parity Obligations unless, prior to passage of the ordinance authorizing such Parity Obligations, the Fiscal Officer shall have certified to this City Commission that the average annual Nontax Revenues received by the City during the preceding two years, adjusted to reflect, if necessary, changes in the rates or charges resulting in the Nontax Revenues, aggregate in amount not less than 100% of the highest amount of (a) Bond debt charges and (b) required payments on such proposed Parity Obligations and any outstanding Parity Obligations due in any succeeding calendar year.

(c) Performance of Covenants and City Actions. The City will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions to be performed on its part under this Ordinance and the Bonds and under all proceedings of this City Commission pertaining thereto. The City represents that (i) it is a municipal corporation, duly organized and existing under and by virtue of the laws of the State; (ii) it is, and upon delivery of the Bonds covenants that it will be, duly authorized by the Constitution and laws of the State

including particularly and without limitation the Act, and its Charter, to issue the Bonds and to provide the security for payment of the debt charges on the Bonds in the manner and to the extent set forth herein and in the Bonds; (iii) all actions on its part for the issuance of the Bonds have been or will be taken duly and effectively; and (iv) the Bonds will be valid and enforceable special obligations of the City according to their terms. Each obligation of the City required to be undertaken pursuant to the Ordinance and the Bonds is binding upon the City, and upon each officer or employee of the City as may from time to time have the authority under law to take any action on behalf of the City as may be necessary to perform all or any part of such obligation, as a duty of the City and of each of those officers and employees resulting from an office, trust or station within the meaning of Section 2731.01 of the Revised Code, providing for enforcement by writ of mandamus.

(d) Inspection of Project Books. All non-privileged books and documents in the City's possession relating to the Project and the Nontax Revenues shall be open at all times during the City's regular business hours to inspection by such accountants or other agents of the owners of the Bonds as they may from time to time designate.

(e) Transcript of Proceedings. The Clerk of the City Commission, or another appropriate officer of the City, shall furnish to the Original Purchaser a true transcript of proceedings, certified by that officer, of all proceedings had with reference to the issuance of the Bonds along with such information from the records as is necessary to determine the regularity and validity of the issuance of the Bonds.

Section 10. Taxable Status of Bonds. The City does not intend or represent that the interest on the Bonds will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, and the City is not and shall not be obligated to take any action to attempt to secure or maintain any such exclusion.

Section 11. Payment and Discharge. If the City shall pay or cause to be paid and discharged the Bonds, the covenants, agreements and other obligations of the City hereunder and in the Bonds shall be discharged and satisfied.

Section 12. City Commission Determination. This City Commission determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding special obligations of the City have been performed and have

been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 13. Severability. Each section of this Ordinance and each subdivision or paragraph of any section thereof is declared to be independent and the finding or holding of any section or any subdivision or paragraph of any section thereof to be invalid or void shall not be deemed or held to affect the validity of any other section, subdivision or paragraph of this Ordinance.

Section 14. Open Meetings. 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 15. Emergency Measure; Effective Date. For the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 11, 2020