



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
MAY 24, 2021 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

<b>INVOCATION</b>	Wes Poole
<b>PLEDGE OF ALLEGIANCE</b>	
<b>CALL TO ORDER</b>	
<b>ROLL CALL</b>	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
<b>APPROVAL OF MINUTES</b>	May 10, 2021
<b>AUDIENCE PARTICIPATION</b>	
<b>PROCLAMATION</b>	Click It or Ticket Campaign
<b>COMMUNICATIONS</b>	Motion to accept all communications submitted below
<b>CURRENT BUSINESS</b>	

**CONSENT AGENDA ITEMS**

**ITEM A – Submitted by Troy Vaccaro, Fleet Maintenance Chief Foreman**

**PERMISSION TO DISPOSE OF VEHICLES AND UNNEEDED ITEMS**

**Budgetary Information:** Proceeds from the sale of items will be placed into the City's issue 8 revenue account, the Law Enforcement Trust Fund, and the General Fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to dispose of vehicles and miscellaneous items as having become unnecessary and unfit for City use pursuant to Section 25 of the City Charter; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM B – Submitted by McKenzie Spriggs, Commission Clerk**

**NEW LIQUOR PERMIT FOR FLASH ON HANCOCK**

**Budgetary Information:** There is no budgetary impact.

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for a C2 liquor permit (*wine and mixed beverage in sealed container for carry out*) for Flash on Hancock LLC, located at 802 Hancock Street. It is requested the Commission Clerk be authorized to notify the Division of Liquor Control the City does not request a hearing on this matter.

**REGULAR AGENDA ITEMS**

**ITEM #1 – Submitted by Michelle Reeder, Finance Director**

**APPROPRIATIONS AMENDMENT #1**

**Budgetary Information:** Appropriation amendments are required to update the 2021 budget. Examples include, but are not limited to:

- General Fund
- Street Funds
- Water Funds
- Sewer Funds
- Coronavirus Relief Funds

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed adopting Amendment No. 1 to Ordinance No. 21-003 passed by this City Commission on January 11, 2021, making general appropriations for the Fiscal Year 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #2 – Submitted by Jason Werling, Recreation Superintendent**

**LEASE AGREEMENT WITH THE SANDUSKY STATE THEATRE FOR OPERATION OF THE RED POPCORN WAGON**

**Budgetary Information:** The Sandusky State Theatre will collect the funds from popcorn sales at the Red Popcorn Wagon with 20% of gross revenue to be placed in the trust fund account established by the City for future maintenance and repair costs of the Red Popcorn Wagon.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a lease agreement with the Sandusky State Theatre for the staffing and operation of the Red Popcorn Wagon; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #3 – Submitted by Jason Werling, Recreation Superintendent**

**GRANT APPLICATION TO OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE MILLS CREEK GOLF COURSE TRAIL PROJECT**

**Budgetary Information:** The estimated cost of the future phases of the project is \$51,017 of which \$32,217 will initially be paid with City funds and then, if awarded, reimbursed through program. The City is required to provide at least a 25% match and it anticipated the remaining balance of \$18,800 will be provided through in-kind project labor and equipment time by using city employees to perform the work and using City equipment to complete the project.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving the submission of a grant application to the Ohio Department of Natural Resources, Office of Real Estate for financial assistance through the NatureWorks grant program for the Mills Creek Golf Course Trail Project for the Recreation Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #4 – Submitted by Jonathan Holody, Community Development Director**

**SALE OF PROPERTY AT 430 EAST MARKET STREET TO THOMAS AND PAULA COLLIER**

**Budgetary Information:** The sales price per the agreement is \$38,000. All sales proceeds will be deposited into the Real Estate Development Fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that a portion of certain real property owned by the City located at 430 East Market Street (lot split “B”), Sandusky, and identified as Parcel No. 56-00985.000, is no longer needed for any municipal purpose and authorizing and directing the City Manager to enter into an agreement to sell the designated real property to Thomas and Paula Collier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #5 – Submitted by Jonathan Holody, Community Development Director**

**ENTERPRISE ZONE AGREEMENT WITH EVERWILD SPIRITS**

**Budgetary Information:** The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy and will create a minimum of three (3) permanent full-time and eight (8) permanent part-time positions subject to City income tax.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing the directing the City Manager to enter into an enterprise zone agreement with Everwild Spirits, LLC, relating to property located at 212 Hancock Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #6 – Submitted by Jonathan Holody, Community Development Director**

**ECONOMIC DEVELOPMENT GRANT TO VENUE 634**

**Budgetary Information:** The City will be responsible for providing a total of \$15,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000 through the Economic Development Fund Program to Venue 634 LLC, in relation to the property located at 634 Columbus Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #7 – Submitted by Jonathan Holody, Community Development Director**

**ECONOMIC DEVELOPMENT GRANT TO HDT OPERATING COMPANY**

**Budgetary Information:** The City will be responsible for providing a total of \$33,450 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a grant in the amount of \$33,450 through the Economic Development Grant Fund Program to HDT Operating Company, LLC (DBA Hot Dog Tony’s), in relation to the property located at 115 West Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #8 – Submitted by Josh Snyder, Assistant City Engineer

CONTRACT WITH GERKEN PAVING FOR THE 2021 LOCAL STREET RESURFACING PROJECT

**Budgetary Information:** The total construction cost of the project based on bids is \$2,927,211.90 which will be funded accordingly:

1) Stimulus funds	\$2,000,000.00
2) State gas tax money	\$ 114,390.40
3) Issue 8 (Capital) Street Funds	\$ 337,009.00
4) Water Funds	\$ 171,485.00
5) Sewer Funds	\$ 304,327.50

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Gerken Paving of Napoleon, Ohio, for the 2021 Local Street Resurfacing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #9 – Submitted by Josh Snyder, Assistant City Engineer

PERMISSION TO BID 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STREET REHABILITATION PROJECT

**Budgetary Information:** The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$275,000 paid solely with federal Community Development Block Grant Funds.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed 2021 Community Development Block Grant (CDBG) Street Rehabilitation Project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #10 – Submitted by Josh Snyder, Assistant City Engineer

AGREEMENT WITH GPD GROUP FOR DESIGN SERVICES FOR PERKINS AVENUE WATERLINE AND RESURFACING PROJECT

**Budgetary Information:** The not to exceed cost for professional design services is \$196,705, paid with Water Funds in an amount of \$100,000, Sanitary Sewer Funds in an amount of \$10,000, Storm Sewer Funds in an amount of \$30,000 and the remaining \$56,705 from Issue 8 Street Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with GPD Group of Cleveland, Ohio, for the Perkins Avenue Waterline and Resurfacing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #11 – Submitted by Josh Snyder, Assistant City Engineer

CONTRACT WITH UNITED SURVEY INC FOR 2021 SEWER LINING PROJECT

**Budgetary Information:** The total construction cost of the project based on bids is \$298,074 and will be paid with Sewer Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with United Survey, Inc. of Cleveland, Ohio, for the 2021 Sewer Lining Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

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



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**CITY MANAGER**

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5846  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: Eric Wobser, City Manager  
From: Troy Vaccaro, Fleet Maintenance Chief Foreman  
Date: May 3, 2021  
Subject: **Commission Agenda Item – Permission to dispose of unneeded items**

**ITEM FOR CONSIDERATION:** It is requested that the City Commission authorize legislation to dispose of unneeded items and two (2) vehicles, pursuant to Section 25 of the City Charter.

**BACKGROUND INFORMATION:** It has been determined by the Fleet Maintenance Chief Foreman that the items and vehicles listed below are beyond their useful life or of no use to the City and that the items should be declared obsolete, unnecessary, and unfit for City use. It is requested that the items be sold on GovDeals, an internet auction site for government entities.

**2000 Jaguar S-Type:** SAJDA01C1YFL55342 – 122,140 miles: This vehicle was confiscated by SPD and forfeited by the Courts. The proceeds of the sale will be deposited into the Law Enforcement Trust Fund (863-1050-48000).

**2003 Chevrolet Avalanche:** 3GNEK13T83G134645 – 140,929 miles: This vehicle was confiscated by SPD and forfeited by the courts. The proceeds of the sale will be deposited into the Law Enforcement Trust Fund (863-1050-48000).

**Chevrolet Pick Up Bed and Bumper:** This truck bed was removed due to damage from an accident. The City was made whole by the at fault drivers insurance company. It is no longer needed by the City. Proceeds of this sale will be deposited into the General Fund.

**Western Snow Plow:** This plow was purchased new in 1996 and is no longer needed. Proceeds from this sale will be deposited into the Issue 8 Vehicles & Equipment revenue account

**Meyer Snow Plow Mount:** This mount was purchased new in 1994 and is no longer needed. Proceeds from this sale will be deposited into the Issue 8 Vehicles & Equipment revenue account

**Karcher Steam/Pressure Washer:** This machine was purchased new in 1993 for Fleet Maintenance. It is out of service due to repair parts being obsolete. Proceeds from this sale will be deposited into the General Fund.

**Champion Vertical Air Compressor:** This unit is out of service due to age and unavailable repair parts. Proceeds from this sale will be deposited into the General Fund.

**2015 GMC Tailgate & Bumper:** These items were removed from a truck that had a rear lift gate installed. Proceeds from this sale will be deposited into the Issue 8 Vehicles & Equipment revenue account

(2) Gas Powered Trash Pumps: These pumps have unknown history and have no value to the City. Proceeds from this sale will be deposited into the General Fund.

Miscellaneous new and used service parts: These parts are automotive, truck, construction, and lawn & garden parts that are no longer valuable to support the City's current assets. Proceeds from these sale will be deposited into the General Fund.

Miscellaneous used electronic equipment: This equipment will include two-way radios, light bars, and sirens. Proceeds from these sales will be deposited into the General Fund.

Monster Moto 80 Mini Bike: This item was taken for safekeeping by SPD and abandoned by the owner. The proceeds of this sale will be deposited into the General Fund.

The vehicles listed above were forfeited to or confiscated by the Sandusky Police Department and any related Court cases have been adjudicated and closed thereby eliminating the need to retain the vehicles as evidence.

**BUDGETARY INFORMATION:** Proceeds from the sale of items will be placed into the City's issue 8 revenue account, the Law Entrustment Trust Fund, and the General Fund.

**ACTION REQUESTED:** It is requested the attached legislation be approved authorizing the disposal of the vehicles and equipment listed above. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow for the depreciating items to be placed on the internet and sold at the earliest opportunity to continue with good housekeeping practices.

I concur with this recommendation:

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Eric Wobser, City Manager

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John Orzech, Assistant City Manager

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

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

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

WHEREAS, the following vehicles and miscellaneous items have been determined by the Fleet Maintenance Chief Foreman to be beyond their useful life and/or of no use to the City and is recommending the vehicles be declared obsolete, unnecessary and unfit for City use and it is requested the items be disposed of via [www.Govdeals.com](http://www.Govdeals.com), which is an internet auction site for governmental entities:

<u>Year / Make / Model</u>	<u>Vehicle ID Number</u>	<u>Mileage</u>
2000 Jaguar S-Type	SAJDA01C1YFL55342	122,140
2003 Chevrolet Avalanche	3GNEK13T83G134645	140,929
<u>Miscellaneous Items</u>		
Chevrolet Pick Up Bed and Bumper	Western Snow Plow	
Meyer Snow Plow Mount	Karcher Steam / Pressure Washer	
Champion Vertical Air Compressor	2015 GMC Tailgate & Bumper	
Two (2) Gas Powered Trash Pumps	Monster Moto 80 Mini Bike	
Miscellaneous new and used service parts	Miscellaneous used electronic equipment	

WHEREAS, the vehicles listed above were forfeited to or confiscated by the Sandusky Police Department and any related Court cases have been adjudicated and closed thereby eliminating the need to retain the vehicles as evidence; and

WHEREAS, the proceeds from the sale of the vehicles will be placed into the Law enforcement Trust Fund and the proceeds from the sale of the miscellaneous items will be placed into the General Fund or Issue 8 Vehicles & Equipment revenue account; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the depreciating vehicles and items to be placed on the internet for auction at the earliest opportunity to continue with good housekeeping practices; and

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

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

Section 1. This City Commission finds and determines that the vehicles and miscellaneous items described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the vehicles and miscellaneous items no longer needed for City purposes through internet auction, public auction, or by sale process with the proceeds from the sale of the vehicles to be placed into the Law Enforcement Trust Fund and the proceeds from the sale of the miscellaneous items to be placed into the General Fund or Issue 8 Vehicles & Equipment revenue account.

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: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: May 24, 2021

NOTICE TO LEGISLATIVE  
AUTHORITY

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

TO

2307455		NEW		FLASH ON HANCOCK LLC DBA FLASH ON HANCOCK 802 HANCOCK ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
ISSUE DATE				
06 29 2020				
FILING DATE				
C2				
PERMIT CLASSES				
22	077	B	C77348	
TAX DISTRICT		RECEIPT NO.		

FROM 05/05/2021

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 05/05/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/07/2021

**IMPORTANT NOTICE**

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

REFER TO THIS NUMBER IN ALL INQUIRIES

**B NEW 2307455**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

**CLERK OF SANDUSKY CITY COUNCIL  
240 COLUMBUS AVE  
SANDUSKY OHIO 44870**



## McKenzie Spriggs

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**From:** Jared Oliver  
**Sent:** Tuesday, May 18, 2021 5:41 PM  
**To:** Stephen Rucker; McKenzie Spriggs; Jonathan Holody  
**Cc:** Kristen Barone  
**Subject:** Re: liquor permit

No issues from SPD.

Get [Outlook for iOS](#)

---

**From:** Stephen Rucker <sruker@ci.sandusky.oh.us>  
**Sent:** Tuesday, May 18, 2021 5:39:58 PM  
**To:** McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>  
**Cc:** Kristen Barone <kbarone@ci.sandusky.oh.us>  
**Subject:** Re: liquor permit

No issues from my office, thanks

Get [Outlook for iOS](#)

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**From:** McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>  
**Sent:** Tuesday, May 18, 2021 4:57:21 PM  
**To:** Jared Oliver <joliver@ci.sandusky.oh.us>; Stephen Rucker <sruker@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>  
**Cc:** Kristen Barone <kbarone@ci.sandusky.oh.us>  
**Subject:** liquor permit

Hi guys—please see the attached liquor permit we received for Flash on Hancock LLC. Let me know if you have any concerns/objections.



**McKenzie Spriggs | Commission Clerk**  
CITY COMMISSION  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)



## McKenzie Spriggs

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**From:** Jonathan Holody  
**Sent:** Thursday, May 20, 2021 11:17 AM  
**To:** McKenzie Spriggs  
**Subject:** RE: liquor permit

McKenzie,

Community Development has no objection or concerns.

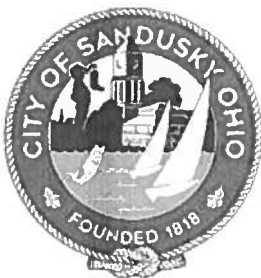
Thank you,

Jonathan Holody

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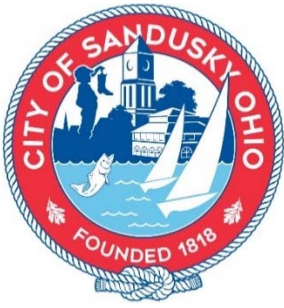
**From:** McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>  
**Sent:** Tuesday, May 18, 2021 4:57 PM  
**To:** Jared Oliver <joliver@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>  
**Cc:** Kristen Barone <kbarone@ci.sandusky.oh.us>  
**Subject:** liquor permit

Hi guys—please see the attached liquor permit we received for Flash on Hancock LLC. Let me know if you have any concerns/objections.



**McKenzie Spriggs | Commission Clerk**  
CITY COMMISSION  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)





## FINANCE DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5776  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: Eric L. Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: May 4, 2021  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #1 to the 2021 General Appropriations.

### **BUDGETARY INFORMATION:**

Appropriation amendments are required to update the 2021 budget. Examples include, but are not limited to:

- General Fund
- Street Funds
- Water Funds
- Sewer Funds
- Coronavirus Relief Funds

### **ACTION REQUIRED:**

It is requested that the City Commission enact the ordinance, and have it take immediate effect under Section 14 of the City Charter, so that the budget amendments can be entered into the financial system and purchases can be made to continue the flow of city operations.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Michelle Reeder  
Finance Director

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

AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO ORDINANCE NO. 21-003 PASSED BY THIS CITY COMMISSION ON JANUARY 11, 2021, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Coronavirus Relief, Street, Water, Sewer, and Capital Projects Funds; and

WHEREAS, amendments are required to adjust the budget for previous actions of the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to prevent delays in the use of the funds for an extended period of time and not restrict the operation of City departments; and

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

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

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
HORTICULTURAL		5,000	5,000
FINANCE	10,625		10,625
ENGINEERING	4,250		4,250
GENERAL FUND	14,875	5,000	19,875
	490,000	2,000,000	2,490,000
CORONAVIRUS RELIEF FUNDS	490,000	2,000,000	2,490,000
		211,900	211,900
STREET FUNDS	-	211,900	211,900
	18,975	366,600	385,575
WATER FUNDS	18,975	366,600	385,575
	18,975	382,225	401,200
SEWER FUNDS	18,975	382,225	401,200
		610,000	610,000
CAPITAL PROJECTS	-	610,000	610,000
TOTAL ALL FUNDS	542,825	3,575,725	4,118,550

Section 2. The Finance Director is authorized to draw warrants upon the

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

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

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

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

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: May 24, 2021



## RECREATION

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5886  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager  
From: Jason Werling, Recreation Superintendent  
Date: May 12, 2021  
Subject: Commission Agenda Item

**ITEMS FOR CONSIDERATION:** Requesting legislation for approval to enter into a lease agreement with the Sandusky State Theatre for the staffing and operation of the Red Popcorn Wagon in 2021 and 2022.

**BACKGROUND INFORMATION:**

- The Red Popcorn Wagon was donated to the City of Sandusky by the Jack P. Colvin family with the condition the City restore it and maintain the current location of the wagon in Washington Park. Since 2002, operation of the wagon has been provided by volunteers from the United Way of Erie County and its partners, the Sandusky Police and Fire departments, The Old House Guild and countless organizations and individuals.  
The Sandusky State Theatre has interest and the intention of operating the Red Popcorn Wagon as a visible beacon in downtown Sandusky and a fundraiser to assist in the rebuilding of the historic theater. The SST has a core group of volunteers available to staff the wagon during the peak times of operation: Tuesday Night Gazebo Concert Series, Friday Night Car Shows and Saturday morning Farmers' Markets and other special events.  
The Sandusky Recreation Department would like to enter into an agreement with the SST for operation of the wagon.

**BUDGETARY INFORMATION:** The Sandusky State Theatre will collect the funds from popcorn sales at the Red Popcorn Wagon with 20% of gross revenue to be placed in the trust fund account established by the City for future maintenance and repair costs of the Red Popcorn Wagon.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to allow for the approval to enter a lease agreement with the Sandusky State Theatre. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to enter the agreement so the training and operation of the wagon can be ready for Memorial Day Weekend on Friday, May 28, 2021.

I concur with this recommendation:

Approved:

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Jason Werling  
Recreation Superintendent

---

Eric Wobser  
City Manager

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE SANDUSKY STATE THEATRE FOR THE STAFFING AND OPERATION OF THE RED POPCORN WAGON; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Red Popcorn Wagon was built by Cretors Company of Chicago, Illinois, a company founded by Charles Cretor in 1885, and is an original 1905 Special Model 'D'; and

**WHEREAS**, a number of local residents have owned and operated the Red Popcorn Wagon, the Colvin family had done so since February 2, 1980, and the Red Popcorn Wagon has remained at its current location on Washington Row since 1910; and

**WHEREAS**, in November, 1982, the Red Popcorn Wagon was entered in the National Register of Historic Places by the National Park Service; and

**WHEREAS**, the Red Popcorn Wagon was donated to the City by Mr. Jack P. Colvin and the Colvin family with the condition the City restore it and maintained in its current location in Washington Park and the City formally accepted the gift of the Red Popcorn Wagon by Ordinance No. 02-094, passed on April 8, 2002; and

**WHEREAS**, since 2002, operation of the Red Popcorn Wagon has been provided by volunteers from the United Way of Erie County and its partners, the Sandusky Police and Fire departments, The Old House Guild, and countless other organizations and individuals; and

**WHEREAS**, the Sandusky State Theatre is interested in assisting the City of Sandusky by keeping the Red Popcorn Wagon a vibrant and integral part of the community and has agreed to provide, through its partner agencies, personnel to staff and operate the Red Popcorn Wagon for calendar years 2021 and 2022; and

**WHEREAS**, the Sandusky State Theatre will be responsible to provide personnel to staff and operate the Red Popcorn Wagon beginning on the Friday prior to Memorial Day through Labor Day, Monday through Saturday, and thereafter on Saturdays only through the end of October; and

**WHEREAS**, the City will received 20% of the State Theatre's gross revenue of the operation of the Red Popcorn Wagon which will be placed in the trust fund account established by the City for future maintenance and repair costs of the Red Popcorn Wagon and the net proceeds of the revenue generated will be distributed to the Sandusky State Theatre; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement to allow training for the staffing and operation of the Red Popcorn Wagon prior to opening on May 28, 2021; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments 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 be and hereby is authorized to enter into Lease Agreement with the Sandusky State Theatre for the staffing and operation of the Red Popcorn Wagon on Washington Row for calendar years 2021 and 2022, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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



**PAGE 3 - ORDINANCE NO. \_\_\_\_\_**

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: May 24, 2021

## LEASE AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the **CITY OF SANDUSKY**, a Municipal Corporation (herein referred to as "City") 240 Columbus Avenue, Sandusky, Ohio and the **SANDUSKY STATE THEATRE**, an Ohio non-profit organization (herein referred to as "Lessee") 107 Columbus Avenue.

**WHEREAS**, the City of Sandusky acquired by gift the Red Popcorn Wagon by Ordinance Number 02-094, passed on April 8, 2002, and this acquisition was a recognition by the City that the Red Popcorn Wagon has been continuously located in Washington Park since 1910; and

**WHEREAS**, the Lessee is interested in assisting the City of Sandusky by keeping the Red Popcorn Wagon a vibrant and integral part of the community and has agreed to provide, through its partner agencies, personnel to staff and operate the Red Popcorn Wagon; and

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. Lessee agrees, through each of its partner agencies, to provide operating staff for the Red Popcorn Wagon beginning on the Friday before Memorial Day through Labor Day, six days per week, Monday through Saturday, and thereafter, on Saturdays through the end of October, between the hours of 11:00 a.m. until 2:00 p.m. for the calendar years 2021 and 2022.

Lessee agrees to provide staffing for the Sandusky Gazebo Concert Series, Remember Crusin' Car Club Shows, and the Holiday Lighting Ceremony.

2. The City, through the Recreation Superintendent, and Lessee agree to communicate regarding any other staffing needs that may occur during the effective time period of this Agreement. Lessee agrees to furnish any and all supplies necessary for the operation of the Red Popcorn Wagon, with the exception of the popcorn and boxes, the cost of which shall be offset by the revenue generated from the operation of the Red Popcorn Wagon during the effective time period of this Agreement.

3. The City agrees to allow the Lessee and each of their partner agencies to sell bottled water and/or peanuts separate from the popcorn sales. Lessee and their partner agencies may keep the proceeds of the sale of bottled water and/or peanuts.

4. If Lessee uses a partner agency to staff the Red Popcorn Wagon Lessee may remit 50% of the sales of popcorn sold by a partner agency to that partner agency. Any amount remitted to a partner agency is not considered as part of Lessee's gross revenue.

5. The City and Lessee agree that twenty per cent (20%) of the Lessee's gross revenue from the sale of popcorn at the Red Popcorn Wagon during the effective time period of this Agreement shall be placed in a trust fund account established by the City for the future maintenance and repair costs of the Red Popcorn Wagon.

The City and Lessee agree that any net proceeds of the revenue generated by the operation of the Red Popcorn Wagon during the effective time period of this Agreement shall be distributed to the Lessee.

6. The Lessee agrees to defend, indemnify, and hold City and its agents, representatives and volunteers, harmless from any claims or demands, including injury to Lessee's employees, agents, representatives, and volunteers, related to the operation, maintenance and utilization of the Red Popcorn Wagon, excepting the sole negligence of the City, its agents, representatives and volunteers.

7. Either party may terminate this Agreement by giving the other party written notification of termination to the following:

TO THE CITY:

City of Sandusky  
City Manager  
240 Columbus Avenue  
Sandusky, OH 44870

TO THE LESSEE:

Sandusky State Theatre  
Chris Parthemore, Executive Director  
107 Columbus Avenue  
Sandusky, OH 44870

8. That this Agreement shall be fully binding upon the parties hereto, their successors and/or assigns.

9. That this Agreement and the content thereof shall constitute the full and complete agreement of the parties in relation to this matter and shall be interpreted in compliance with the laws of the State of Ohio.

DRAFT

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have set their hands this day and year first above written, in duplicate.

Signed and acknowledged  
in the presence of:

LESSOR:  
SANDUSKY STATE THEATRE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chris Parthemore  
Executive Director

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

LESSEE:  
THE CITY OF SANDUSKY

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Brendan L. Heil (#0091991)  
Law Director  
City of Sandusky



## RECREATION

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5886  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager  
From: Jason Werling, Recreation Superintendent  
Date: May 12, 2021  
Subject: Commission Agenda Item

**ITEMS FOR CONSIDERATION:** Requesting legislation approving the submission of a grant application to ODNR- Office of Real Estate for financial assistance through the NatureWorks 27<sup>th</sup> Round Application for the Mills Creek Golf Course Trail System Project.

**BACKGROUND INFORMATION:** The Mills Creek Golf Course Trail System Project consists of additional paved cart paths at Mills Creek Golf Course to improve the year-round safety and accessibility during golf play during the open season for the municipal 9-hole golf course, but will also serves as a connector path for access to sledding hills and walking and running when the course is not open for golf. The City plans to complete the first phase of this project this fall and desires to submit an application to ODNR for financial assistance to continue with future phases of the project next year.

The Sandusky Recreation Department has made an effort in recent years to expand the use of the course for more than golf whenever possible.

**BUDGETARY INFORMATION:** The estimated cost of the future phases of the project is \$51,017 of which \$32,217 will initially be paid with City funds and then, if awarded, reimbursed through program. The City is required to provide at least a 25% match and it anticipated the remaining balance of \$18,800 will be provided through in-kind project labor and equipment time by using city employees to perform the work and using City equipment to complete the project.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared for the approval of the application to be submitted to ODNR: Office of Real Estate for the NatureWorks grant. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to submit the grant application by the submission deadline of June 1, 2021 and receive notification of any awarded funds at the earliest opportunity so budgetary planning can begin.

I concur with this recommendation:

Approved:

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Jason Werling  
Recreation Superintendent

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Eric Wobser  
City Manager

## CERTIFICATE OF FUNDS

In the Matter of: ODNR Natureworks Grant- Mills Creek Golf Course Trail

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.

Account # 239-3600-54000, 239-3600-51001

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



Michelle Reeder

Finance Director

Dated: 5/20/2021





Mills Creek Golf Course



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

**A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES, OFFICE OF REAL ESTATE FOR FINANCIAL ASSISTANCE THROUGH THE NATUREWORKS GRANT PROGRAM FOR THE MILLS CREEK GOLF COURSE TRAIL PROJECT FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Mills Creek Golf Course Trail Project provides for additional paved cart paths at Mills Creek Golf Course to improve the year-round safety and accessibility during golf play and also serve as a connector path for access to the sledding hills and walking and running during the off-season; and

**WHEREAS**, the City plans to complete the first phase of this project this fall and desires to submit a grant application to the Ohio Department of Natural Resources for financial assistance to continue with future phases of the project next year; and

**WHEREAS**, the estimated cost the future phases of the project is \$51,017.00 of which \$32,217.00 will initially be paid with City funds and then, if awarded, reimbursed through the program; the City is required to provide at least a 25% match and it is anticipated the remaining balance of \$18,800.00 will be provided through in-kind project labor and equipment time by using City employees to perform the work and using City equipment to complete the project; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application to the Ohio Department of Natural Resources, Office of Real Estate by the deadline of June 1, 2021, and receive notification of any awarded funds at the earliest opportunity to begin budgetary planning; 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves the submission of a grant application to the Ohio Department of Natural Resources, Office of Real Estate for financial assistance through the NatureWorks Grant Program for the proposed Mills Creek Golf Course Trail System Project and authorizes and directs the City

Manager to provide all information and documentation required to become eligible for possible funding assistance and to execute any grant agreements and lawfully expend funds consistent with the application and agreement should they be awarded.

Section 2. The City of Sandusky agrees to obligate the funds required to satisfactorily complete the proposed Mills Creek Golf Course Trail System Project and become eligible for reimbursement under the terms and conditions of the NatureWorks Grant Program.

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

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

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

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: May 24, 2021



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5707  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

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

**From:** Jonathan Holody, Community Development Director

**Date:** May 12, 2021

**Subject:** Commission Agenda Item – Sale of Property of Lot Split “B” of Parcel 56-00985.000

**Items for Consideration:** Legislation authorizing the City Manager to enter into a Purchase and Sale Agreement (the “Agreement”) with Thomas and Paula Collier (the “Buyer”) for the sale of Lot Split “B”, Permanent Parcel Number 56-00985.000, located at 430 E. Market Street (the “Property”).

**Background Information:** The development site has been owned by the City since 2009 and targeted for new single-family residential development.

Thomas and Paula Collier seek to purchase Lot Split “B” for the construction of a new single family home. The new home will measure 2,698 square feet and feature one attached garage space a two car detached garage.

The fair market value of the subject parcel has been determined to be \$38,000.00 due to the presence of a large tree that will need to be removed to accommodate the new construction.

The terms of the sale require a \$5,000.00 earnest deposit required within 5 days of execution of the Purchase and Sale Agreement and the balance paid at the time of transfer. There is a traditional split of closing costs.

**Budgetary Information:** The sales price per the Agreement is \$38,000.00. All sales proceeds will be deposited into the Real Estate Development Fund.

**Action Requested:** It is requested that legislation be passed approving the Agreement between the City and Thomas and Paula Collier and for the City Manager to be permitted to execute any and all documents to effectuate the transfer. Further it is requested that the legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure closing on the property in a timely manner.

I concur with this recommendation:

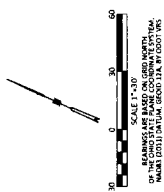
---

Eric L. Wobser  
City Manager

---

Jonathan Holody  
Community Development Director

cc: Brendan Heil, Law Director  
Michelle Reeder, Finance Director  
McKenzie Spriggs, Clerk of the City Commission



SET	FOUND	DESCRIPTION
(1)	●	IRON PIN (ROD)
(2)	○	IRON PIPE
(3)	+	MAG NAIL
(4)	⬢	MONUMENT BOX
(5)	⌵	DRILL HOLE
(6)	DEED	(M) MEASURED
(7)	PLATTED	(C) CALCULATED
(8)	RECORDED	(S) SURVEY

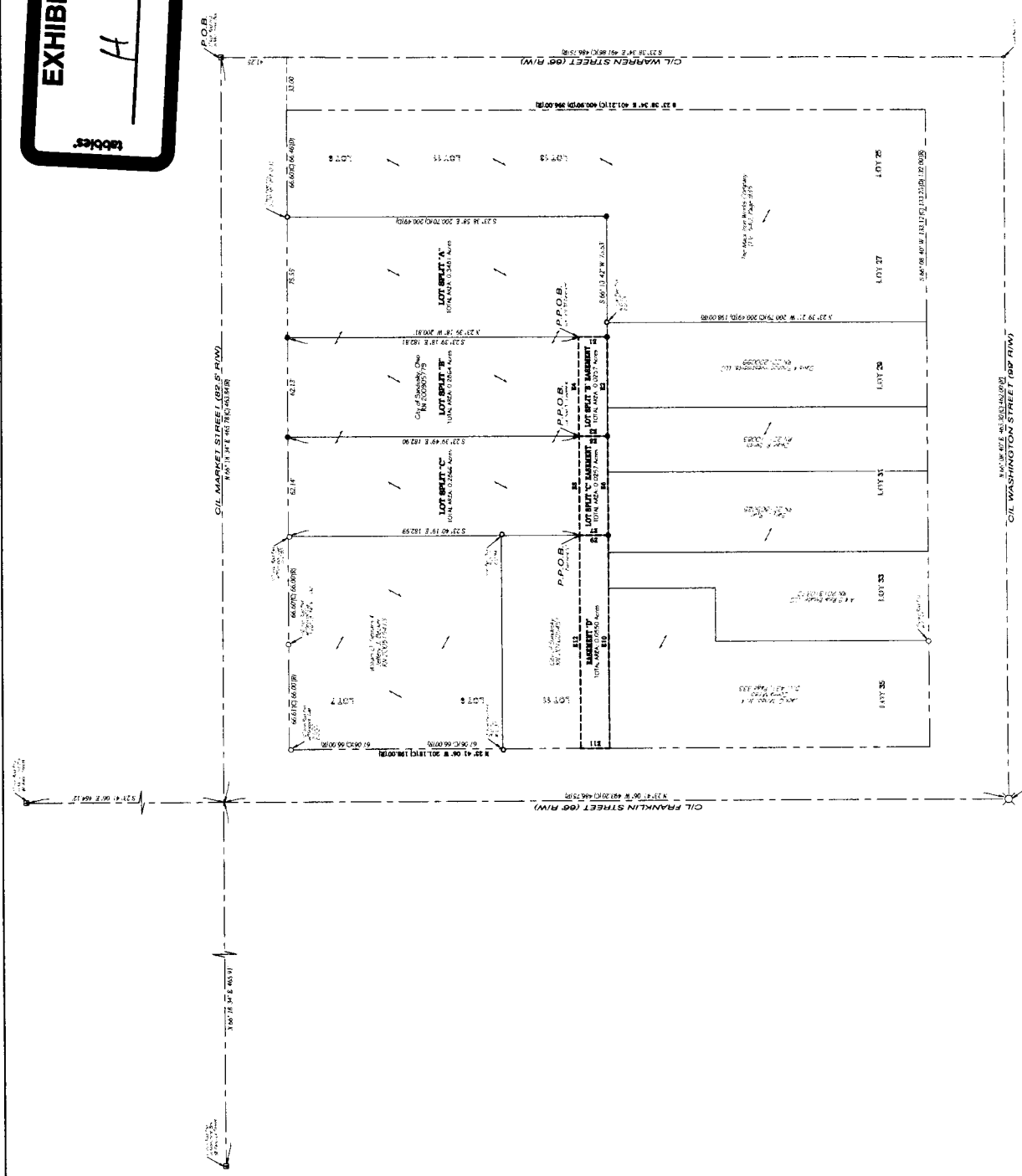
ALL 48" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG #456 & B317"

REFERENCES  
 Erie County Survey Records  
 Survey by Daniel E. Hartung, Jr. for Mack Iron Works, Co.  
 Dated: December, 1987  
 Erie County Deed Records  
 Volumes and Pages as Indicated

LOT SPLIT "B" EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
B1	S 23° 39' 18" E	18.00'
B2	S 66° 13' 42" W	62.10'
B3	S 23° 39' 46" W	18.00'
B4	N 66° 13' 42" E	62.10'

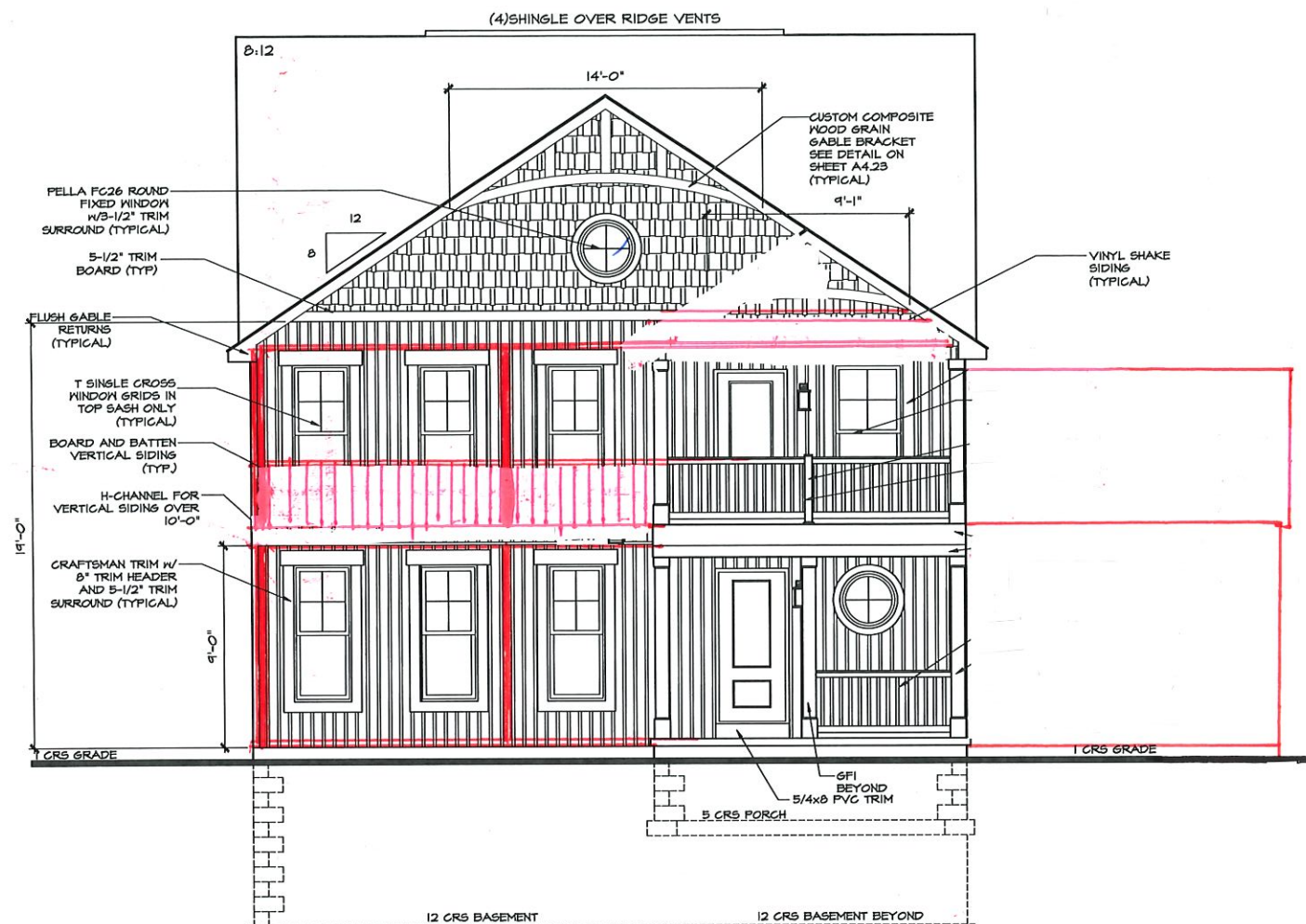
LOT SPLIT "C" BENCHMARK LINE TABLE		
LINE	BEARING	DISTANCE
25	S 23° 39' 49" E	18.00'
26	S 66° 13' 42" W	62.11
27	N 23° 40' 19" W	18.00'
28	N 66° 13' 42" E	62.11

EASCHERT 17 LINE TABLE		
LINE	READING	DISTANCE
30	B 23° 40' 19" E	18.00
310	B 66° 13' 42" W	133.16
311	E 23° 41' 08" E	18.00
312	E 66° 13' 42" E	133.16

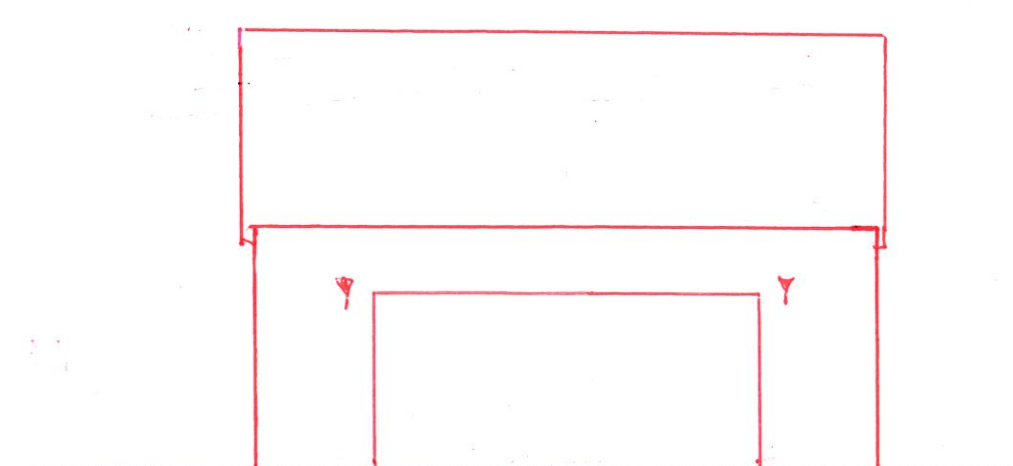


**THE CITY OF SANDUSKY**  
Being part of Lot 11 on Franklin Street and  
part of Lot 13 on Warren Street  
Block 29, Ward 1, City of Sandusky, Erie County,  
Finger Lakes Connecticut Western Reserve, State of Ohio

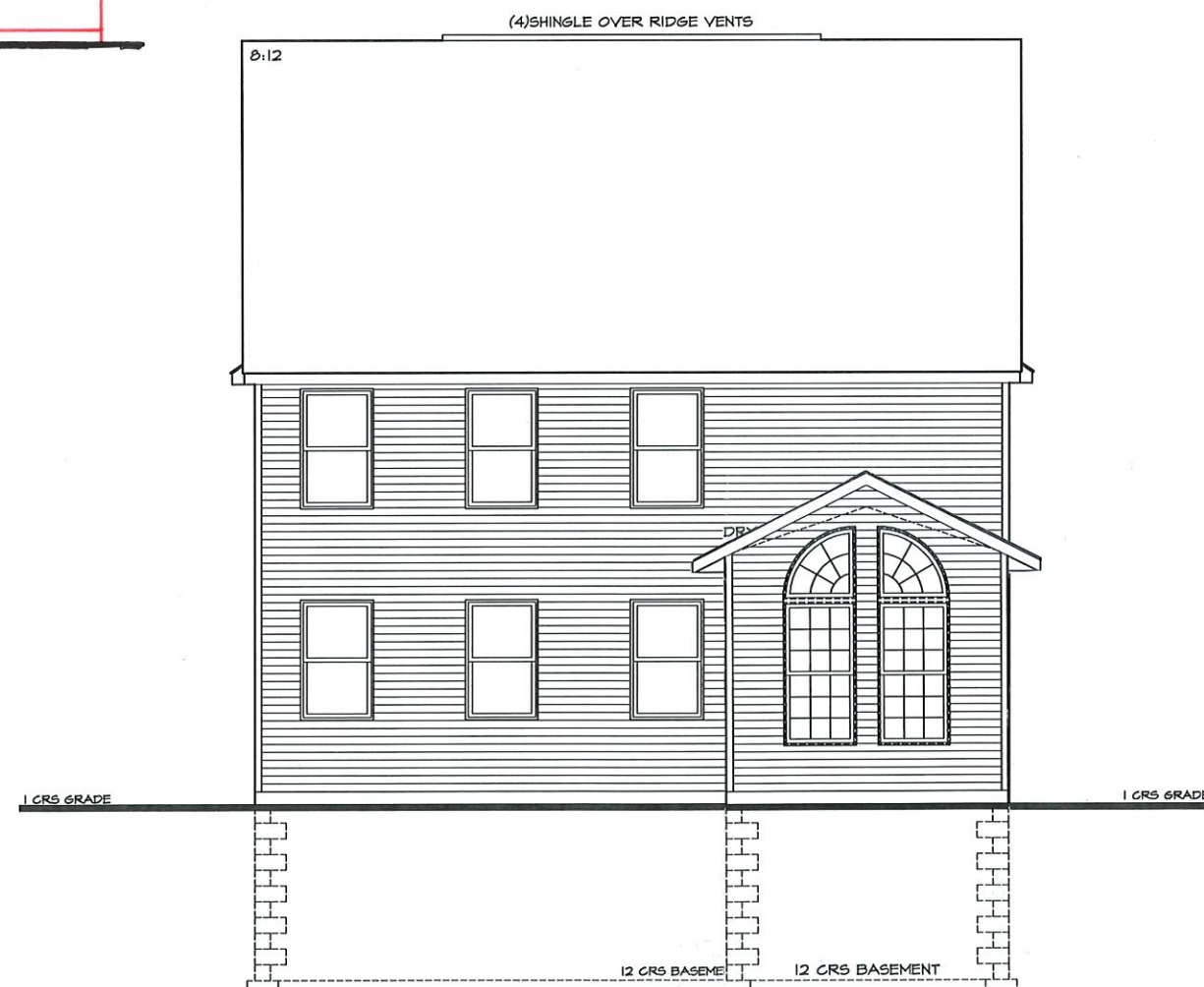
**CONTRACTORS**  
**DESIGN ENGINEERING**  
 CONSULTING ENGINEERS & SURVEYORS  
 NORTON, OHIO



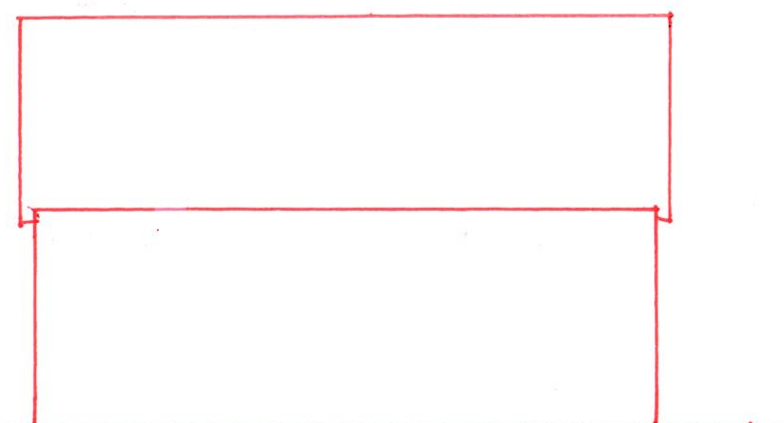
FRONT ELEVATION  
SCALE: 1/8" = 1'-0"  
WATERFRONT ELEVATION



Detached Garage - Rear



REAR ELEVATION  
SCALE: 1/8" = 1'-0"  
WATERFRONT ELEVATION



Detached Garage - Front

WAYNE HOMES  
— EST. 1973 —

Chesapeake

NAME  
ADDRESS  
CITY, ST ZIP  
JOB #  
OFFICE

FRONT AND REAR  
ELEVATIONS

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name	date
prelim: ???	????
perm:	
final:	
est:	
revisions:	
date:	drawn by:



sheet: A7.10

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

**AN ORDINANCE DECLARING THAT A PORTION OF CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 430 EAST MARKET STREET (LOT SPLIT “B”), SANDUSKY, AND IDENTIFIED AS PARCEL NO. 56-00985.000, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED REAL PROPERTY TO THOMAS AND PAULA COLLIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission approved the purchase of the property located at 208 Franklin Street and 410 E. Market Street, Parcel Nos. 56-003480.000 and 56-00349.00 by Ordinance No. 20-106, passed on July 27, 2020, and this property, along with the City’s adjoining properties located at 430 E. Market Street and 216 Franklin Street (formerly part of the Sandusky Cabinets property), were re-platted to create five (5) lots that would be accessed through a private alley maintained by the property owners; and

**WHEREAS**, this City Commission previously approved the sale of a portion of the property located at 430 E. Market Street, Parcel No. 56-00985.002 and referred to as Lot Split “C” at the purchase price of \$39,400.00 by Ordinance No. 20-175, passed on November 23, 2020; and

**WHEREAS**, this City Commission previously approved the sale of a portion of the property located at 430 E. Market Street, Parcel No. 56-00985.002 and referred to as Lot Split “A” at the purchase price of \$10,790.00 (determined to be fair market value due to the presence of environmental contamination and the cost to remediate) by Ordinance No. 21-038, passed on March 22, 2021; and

**WHEREAS**, the fair market value of Lot Split “B” was determined to be \$38,000.00 due to the presence of a large tree that needs to be removed to accommodate the new construction; and

**WHEREAS**, the City desires to sell a portion of the property, referred to as Lot Split “B”, to Thomas and Paula Collier at the purchase price of \$38,000.00 and will be responsible for one-half of the closing costs and all proceeds from the sale will be deposited into the Real Estate Development Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ensure closing on the property in a timely manner; and

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

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

Section 1. This City Commission finds, determines and declares that a portion of property located at 430 E. Market Street (Lot Split "B") and identified as Parcel No. 56-00985.000, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose pursuant to Section 25 of the Charter of this City.

Section 2. The City Manager is hereby authorized and directed to enter into a Purchase and Sale Agreement with Thomas and Paula Collier for the sale of a portion of property located at 430 E. Market Street (Lot Split "B") and identified as Parcel No. 56-00985.000, Sandusky, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose.

Section 3. The City Manager, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the sale of a portion of property located at 430 E. Market Street (Lot Split "B") and identified as Parcel No. 56-00985.000, Sandusky.

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: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: May 24, 2021



## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Thomas and Paula Collier, husband and wife, whose tax mailing address is \_\_\_\_\_, Sandusky, Ohio \_\_\_\_\_ and hereinafter referred to as the "Purchaser" and the City of Sandusky, Ohio, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 and hereinafter referred to as "Seller."

### **WITNESSETH:**

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unaddressed vacant land whose Permanent Parcel Number is 56-00985.000, described as Lot Split "B" at 430 E. Market Street, Sandusky, Ohio, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises, subject to all restrictive covenants and easements, which shall run with the land.

2. The total purchase price for the premises is \$38,000.00 payable at closing.

3. Within five (5) days of execution of this Agreement, Purchaser shall deposit \$5,000.00 with the escrow agent handling the transaction.

4. The Seller shall furnish quit-claim deed conveying to Purchaser the property.

5. Within thirty (30) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio

law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the thirty (30) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to (i) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit shall be returned to the Purchaser. All costs of the title examination or title insurance commitment and policy shall be paid for by the Purchaser.

6. Purchaser agrees to construct one (1) single-family residential dwelling on the Property. Purchaser further agrees to not install a vehicular access drive with egress to Market Street. Commencement of construction of the single-family residential dwelling shall occur within four (4) years from purchase of the Property and construction of the residential dwelling shall be completed within twelve (12) months of start of construction. If the Purchaser fails to commence or complete construction within the time periods required herein, the Seller shall have the right to re-enter and take possession and title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky.

7. Purchaser, and their successors in title, shall not be eligible to receive funding through the Sandusky Housing Development and Beautification Program for use at the Property.

8. The closing date of this transaction shall be no later than August 31, 2021 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

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

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

In closing this transaction, the escrow agent shall charge the Seller with the following costs of this transaction:

- a. The cost of any real estate transfer tax on file;
- b. One-half of the escrow fees.

In closing this transaction, the escrow agent shall charge the Purchaser with the following costs of this transaction:

- a. The cost of filing the deed for record;

- b. One-half of the escrow fees;
- c. The cost for the title examination and insurance policy in the amount of the purchase price; and

11. Purchaser shall be entitled to possession of the premises upon the closing of this transaction or at such later date as may be agreed to by the purchaser but in no event shall possession by the Purchaser take place later than August 31, 2021.

12. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before August 31, 2021 or at other time in which both parties mutually agree to, any earnest money deposit shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

13. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of the Property or the fitness of the Property for Purchaser's intended use.

14. The Purchaser agrees to indemnify, defend, release, reimburse, and hold harmless the City from any and all liability, damages, losses, and claims that arise under any environmental law with respect to the Property, or arise from any threatened or suspected presence or release of materials of environmental concern at, on, under or from the Property.

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

16. The Agreement may be executed in multiple counterparts each of, which shall be deemed

an original, but all of which together shall constitute one and the same instrument.

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

**SIGNATURE PAGES TO FOLLOW**

DRAFT

indicated below:

PURCHASERS:

THOMAS COLLIER

PAULA COLLIER

State of Ohio)

) SS:

County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named, Thomas and Paula Collier, who acknowledged that they signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this day of \_\_\_\_\_, 2021.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SELLER:

ERIC L. WOBSEY, CITY MANAGER

County of Erie )

Before me a Notary Public for the State of Ohio, appeared the above named, Eric L. Wobser, City Manager of the City of Sandusky, who acknowledged that he signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this day of \_\_\_\_\_, 2021.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Instrument prepared by:

City of Sandusky



***Contractors Design Engineering  
Consulting Engineers and Surveyors  
1623 Old State Road, Norwalk, Ohio 44857***

**Legal Description For:  
The City of Sandusky  
Lot Split "B"  
0.2864 Acres**

Being part of Lots 9, 11 & 13 on Warren Street and part of Lots 7, 9 & 11 on Franklin Street, Block 29, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron rod found in a monument box at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence South 66° 18' 34" West, along the south right-of-way line of Market Street, a distance of 175.15 feet to a 5/8" iron rod set and being the principal place of beginning;

1. Thence South 23° 39' 18" East, a distance of 200.81 feet to a 5/8" iron rod set at the north line of land now or formerly owned by owned by Davis & Pinchot Investments, LLC (in Lot 29) as recorded in RN 201200099 of the Erie County Recorder's Office;
2. Thence South 66° 13' 42" West, along the north line of said Davis & Pinchot Investments, LLC's land (in Lot 29) and land now or formerly owned by Dwain R. Smith (in Lots 29 & 31) as recorded in RN 201110083 of the Erie County Recorder's Office, a distance of 62.10 feet to a 5/8" iron rod set;
3. Thence North 23° 39' 49" West, a distance of 200.90 feet to a 5/8" iron rod set at the south right-of-way line of Market Street;
4. Thence North 66° 18' 34" East, along the south right-of-way line of Market Street, a distance of 62.13 feet to the principal place of beginning and containing 0.2864 acres of land more or less, but subject to all legal highways, easements and restrictions of record.



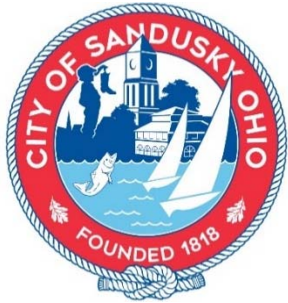
Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

Prior Deed Reference: RN 200905779

All 5/8" iron rods set are 30" long rebar with yellow plastic caps stamped "C.D. ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in October, 2020 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed May, 2020 on the premises by Contractors Design Engineering.





## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5707  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

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

**From:** Jonathan Holody, Community Development Director

**Date:** May 12, 2021

**Subject:** Commission Agenda Item – Enterprise Zone (EZ) Tax Abatement Agreement – Everwild Spirits LLC

**Items for Consideration:** Legislation approving an Enterprise Zone Tax Abatement Agreement with Everwild Spirits LLC for improvements to the property at 212 Hancock Street, Sandusky, Ohio.

**Background Information:** Everwild Spirits LLC plans to open a craft bourbon distillery and tasting room at 212 Hancock Street. The company will invest over \$1.4M in property acquisition and improvements, including the construction of an addition on the north side of the building.

Everwild Spirits plans to employ three full-time and eight part-time employees at the site with a total estimated annual payroll of \$340,000. The local economy is expected to benefit from the “distillery tourism” that the business will generate.

Staff recommends the approval of a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property, based on the investment and the importance of the project to activate a dormant building. Pursuant to Ohio Revised Code Section 5709.83, the Sandusky City Schools were provided the required notification on April 27, 2021.

**Budgetary Information:** The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy and will create a minimum of three (3) permanent full-time and eight (8) permanent part-time positions subject to City income tax.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into an Enterprise Zone Tax Abatement 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 approve the Enterprise Zone Tax Abatement Agreement to ensure the full benefit of the abatement is realized.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

---

Jonathan Holody  
Community Development Director

cc: Brendan Heil, Law Director  
Michelle Reeder, Finance Director  
McKenzie Spriggs, Clerk of the City Commission



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

April 27, 2021

Jeff Hall, Treasurer  
Sandusky City Schools  
407 Decatur Street  
Sandusky, Ohio 44870

**RE: EVERWILD SPIRITS LLC - REQUEST FOR ENTERPRISE ZONE TAX ABATEMENT**

Dear Mr. Hall:

The City of Sandusky has received a request for Enterprise Zone tax abatement from Everwild Spirits LLC for the renovation of the property at 212 Hancock Street, Sandusky, Ohio 44870. The Company plans to invest up to \$600,000 on improvements to the existing building and create 3 full-time and 8 part-time employment positions at the site.

The City's Community Development Department has reviewed this request and is recommending an Enterprise Zone abatement of seventy five percent (75%) of new real estate taxes for improvements made at the Property for a period of ten (10) years.

Pursuant to Ohio Revised Code Section 5709.83, the Sandusky City Schools are hereby notified that the Sandusky City Commission will consider the proposed abatement at its meeting on May 24<sup>th</sup>, 2021.

If you have any questions or concerns related to this project, please feel free to contact me by phone at (419) 627-5707 or by email at [jholody@ci.sandusky.oh.us](mailto:jholody@ci.sandusky.oh.us).

Sincerely,

Jonathan Holody

Enc. *Enterprise Zone Program Application – Everwild Spirits, LLC*

**OHIO DEVELOPMENT SERVICES AGENCY  
OHIO ENTERPRISE ZONE PROGRAM**

---

**PROPOSED AGREEMENT** for Enterprise Zone Tax Incentives between the City of Sandusky  
located in the County of ERIE and Everwild Spirits LLC.

- 1a. Name of business, home or main office address, contact person, and telephone number  
(attach additional pages if multiple enterprise participants).

**Everwild Spirits LLC**  
enterprise name

**Rick Lynch**  
contact person

**216-526-8719**  
telephone number

**3008 Deerfoot Trl, Huron, OH, 44839**  
address

- 1b. Project site:

**Rick Lynch**  
contact person

**216-526-8719**  
telephone number

**212 Hancock Street, Sandusky**  
address

- 
- 2a. Nature of business (manufacturing, distribution, wholesale or other). **Manufacturer**

- 2b. List primary 6 digit NAICS # **312140 - Distilleries**  
Business may list other relevant SIC numbers.

2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

N/A

2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

**LLC - Partnership**

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3. Name of principal owner(s) or officers of the business (attach list if necessary).

**Richard S. Lynch, Jr.**

---

4. Is business seasonal in nature? Yes\_\_\_ No **X**

5a. State the enterprise's current employment level at the proposed project site:

**0 Employees**

5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes\_\_\_ No **X**

5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located: N/A

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5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

**0 Employees**

5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: N/A

5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? N/A

6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes \_\_\_ No X\_\_\_

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement: N/A

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes \_\_\_ No X\_\_\_

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes\_\_\_ No X\_\_\_

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. Yes\_\_\_ No X\_\_\_

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

8. Project Description (attach additional pages if necessary):

**Craft distilling has exploded nationwide since 2012, from 200 to over 2,800 nationwide. However, Ohio is lagging behind, with only about 3 dozen distilleries throughout the state. Sandusky has no local distillery, and residents need to drive at least 60 miles to Cleveland, Toledo or Columbus to find one.**

**Craft Distilleries are key drivers of economic activity in their local communities. Everwild's anticipated impact will be:**

- **Rehabilitating a 100 year old deteriorated building at 212 Hancock. Expecting to more than double its value, while increase the market value and desirability of the downtown blocks east of Hancock Street.**
- **We will be investing more than \$1.4m in the acquisition and buildout of our property, spending much of those dollars by contracting with local vendors**
- **Providing employment for more than 2 dozen local residents**
- **Purchasing over 80,000 lbs of grains from local farmers. This amount will increase 20-30% annually**
- **Adding a key 'Distillery Tourism' destination which will strengthen an already strong range of activities in the Sandusky area**
- **A distillery in Sandusky will fill a key geographical gap in a potential 'Ohio distillery trail'. Everwild plans to work with the Ohio Distillers Guild to help develop and promote this concept, which has been very successful in other states.**

**Everwild Spirits is preparing to launch our craft bourbon distillery and tasting room Q2 2022. Expected initial staffing will be 11 employees, and eventually increasing to 16-24 employees within the first 2-3 year. Hiring will begin in Q4 2021. The business will operate as a licensed DSP Manufacturer by the state of Ohio.**

9. Project will begin **July, 2021** and be completed **June, 2022** provided a tax exemption is provided.

- 10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary):

**3 full time. 8 part-time**

- 10b. State the time frame of this projected hiring: **1-2 years**

- 10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

**3 full time employees to be hired between June 2021-Mar 2021**

**8 part-time/full-time employees between Jan – Apr 2022**

- 11a. Estimate the amount of annual payroll such new employees will add **\$ 340,000** (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

---

**3 Full-Time: \$180,000 annually**

**8 Part-time: \$160,000 annually**

- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: **\$ N/A**

12. Market value of the existing facility as determined for local property taxation. **\$ 225,000**

- 13a. Business's total current investment in the facility as of the proposal's submission. **\$235,000 (Purchase price + demolition)**

- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory): **\$ N/A**

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility: **\$700,000-800,000**

	<u>Minimum</u>	<u>Maximum</u>
A.Acquisition of Buildings:	\$ 225,00	\$ 280,000
B.Additions/New Construction:	\$ 120,000	\$ 150,000
C.Improvements to existing buildings:	\$ 550,000	\$ 600,000
D.Machinery & Equipment:	\$ 150,000	\$ 200,000
E.Furniture & Fixtures:	\$ 100,000	\$ 150,000
F.Inventory:	\$ 300,000	\$ 400,000
<b>Total New Project Investment:</b>	<b>\$ 1,445,000</b>	<b>\$ 1,780,000</b>

15. a. Business requests the following tax exemption incentives: 75% for 10 years covering real \_\_\_\_\_ and/or personal property including inventory \_\_\_\_\_ as described above. Be specific as to type of assets, rate, and term.

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Page 4 of 5

- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

**Everwild Spirits LLC is a startup distillery business. Typically, a new distillery launch does not achieve breakeven/profitability until 5-7 years thereafter. Distilleries have a high barrier to entry due to the substantial startup costs required to complete a buildout that meets fire and building code, purchase of the still equipment, purchase of aged spirits inventory, bottling equipment, payroll, marketing, etc....**

**However, local craft distilleries have a proven track record of delivering strong value back to the communities in which they operate by**

- **Providing jobs and increased income tax revenue**
- **New income for local farmers**
- **Tourism – national interest throughout the year, not just seasonal**
- **Rick Lynch & Gia Gennari-Lynch are lifelong local residents of northern Ohio, and have resided in Erie County since 2008**
- **In 2012 there were 200 distilleries nationwide. There are now 2,800 distilleries throughout the U.S, but there is not one within 60 miles of Sandusky, OH**

Submission of this application expressly authorizes (name of the local jurisdiction) and/of (name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained



within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

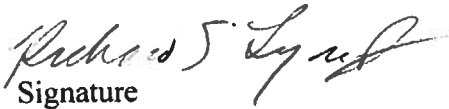
The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

**Everwild Spirits LLC**

Name of Enterprise

**3/29/2021**

Date

  
Signature

**Richard S. Lynch, Jr., Owner**  
Typed Name and Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH EVERWILD SPIRITS, LLC, RELATING TO PROPERTY LOCATED AT 212 HANCOCK STREET, AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the State of Ohio has provided for the establishment of "Enterprise Zones" pursuant to Sections 5709.61 to 5709.914 of the Ohio Revised Code (the "Act"), and for the provision of tax incentives to private enterprise in order to promote and encourage expansion programs by private enterprise in such Enterprise Zones, and the creation and/or preservation of jobs and economic development in connection therewith; and

**WHEREAS**, the City Commission, by Resolution No. 05-183 adopted December 27, 2005, designated an area as an Enterprise Zone pursuant Section 5709.61(A)(1)(a) and (f) of the Act; and

**WHEREAS**, effective April 18, 2006, the Director of Ohio Development Services Agency of the State of Ohio determined that the geographic area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Act and certified said area as an Enterprise Zone under the Act; and

**WHEREAS**, Everwild Spirits LLC plans to redevelop the property at 212 Hancock Street and open a craft bourbon distillery and tasting room and will invest over \$1.4 million in property acquisition and improvements, including the construction of an addition on the north side of the building; and

**WHEREAS**, the City received a request for Enterprise Zone tax abatement from Everwild Spirits, LLC, for their redevelopment project; and

**WHEREAS**, it is recommended to approve a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property, based on the investment and the importance of the project to activate a dormant building; and

**WHEREAS**, pursuant to Ohio Revised Code §5709.83, the Board of Education of the Sandusky City Schools was notified in writing of the request for tax exemption by letter dated April 27, 2021; and

**WHEREAS**, this project will have an ongoing positive impact the City's General Fund as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period and the project will help sustain employment in the local economy by creating a minimum of three (3) permanent full-time and eight (8) part-time employment positions subject to City income tax; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and to ensure the full benefit of the abatement is realized; and

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

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

Section 1. This Commission hereby approves the Enterprise Zone Agreement with Everwild Spirits, LLC, pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager is hereby authorized and directed to execute the Enterprise Zone Agreement with Everwild Spirits, LLC, on behalf of the City in accordance with the terms and conditions as contained in the form of the agreement marked Exhibit "1" attached to this Ordinance 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.

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

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

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

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

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: May 24, 2021

## ENTERPRISE ZONE AGREEMENT

This ENTERPRISE ZONE AGREEMENT (the "Agreement") is made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 240 Columbus Avenue, Sandusky, Ohio 44870 (the "City"), and Everwild Spirits LLC, an Ohio limited liability company, with mailing address of 3008 Deerfoot Trail, Huron, Ohio 44839 (the "Company").

### WITNESSETH:

WHEREAS, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, the Company has purchased the property located at 212 Hancock Street, Sandusky, Ohio 44870 and further identified as Permanent Parcel #56-00265.000 and #56-00264, which may be amended, consolidated or subdivided, as the case may be. The Company is now desirous of redeveloping the building as a craft distillery and tasting room. The Company will invest at least \$1,400,000.00 into this project (the "Project"), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Sandusky City Commission of the City of Sandusky, Ohio by Resolution No. 05-183 adopted April 18, 2006, designated the area as an "Enterprise Zone" pursuant Chapter 5709.61(A)(1)(a) and (f) of the Ohio Revised Code; and

WHEREAS, effective April 18, 2006, the Director of the Ohio Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City having the appropriate authority for the stated type of project is desirous of providing the Company with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Company has submitted a proposed agreement application (herein attached as Exhibit A) to the City (the "Application"); and

WHEREAS, the Company has remitted the required state application fee of \$750.00 made payable to "Treasurer of the State of Ohio" with the application to be forwarded with the final agreement; and

WHEREAS, the Community Development Director of the City has investigated the application of the Company and has recommended the same to the Sandusky City Commission on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City; and

WHEREAS, the project site as proposed by the Company is located in the Sandusky City School District and the Board of Education of the Sandusky City Schools have been notified in accordance with Section 5709.83 and been given a copy of the application; and

WHEREAS, pursuant to Section 5709.62(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their

agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. The Company shall redevelop the property as a craft distillery and tasting room. The Company estimates an anticipated real estate investment for the Project of \$1,400,000.00. The Project represents a significant new investment on the site. The construction is expected to be completed by December 31, 2022.

2. The Company shall create or cause to be created the equivalent of three (3) new full-time and eight (8) part-time job opportunities by December 31, 2022.

The Company, and its affiliated entities, currently has no full-time permanent employees, no part-time permanent employees, seven full-time temporary employees, and no part-time temporary employees at the Project site. In total, the Company, and its affiliated entities will have seven full-time permanent employees, no part-time permanent employees, no full-time temporary employees, and no part-time temporary employees in the State of Ohio.

This total increase in the number of employees over the entire job creation period will result in approximately \$340,000.00 (dollars) of additional annual payroll for the Company or made possible by the Company. The following is an itemization by the type of new jobs created: permanent full-time \$180,000.00, permanent part-time \$160,000.00 temporary full-time \$0 and temporary part-time \$0.

3. The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

4. The Company will use its best efforts to hire employees from Erie County, with a preference to residents of the City. Furthermore, the Company shall use Erie County contractors for work related to the Project to the greatest extent possible.

5. The City hereby grants the Company a tax exemption for real property improvements made to the Project site pursuant to Section 5709.62 of the Ohio Revised Code for ten (10) years and shall be in the following amounts:

Year of Tax Exemption

Tax Exemption Amount

YR 1

75%

YR 2	75%
YR 3	75%
YR 4	75%
YR 5	75%
YR 6	75%
YR 7	75%
YR 8	75%
YR 9	75%
YR 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2023 nor extend beyond 2033.

The Company must file the appropriate tax forms with the County Auditor and with the State Department of Taxation (#913) to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

6. The Company shall pay an annual monitoring fee equal to two hundred dollars (\$200.00).

The fee shall be made payable to the City once per year, due no later than April 15<sup>th</sup> of each year. The fee is to be paid to the Director of Finance by check made out to the City of Sandusky. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

7. The Company shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

8. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Company materially fails to fulfill its



obligations under this agreement and the City terminates or modifies the exemptions from taxation granted under this agreement.

10. If the Company materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this agreement.

11. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Company is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, the Company shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City may terminate or modify the exemptions from taxation granted under this agreement.

12. The Company hereby certifies that at the time this agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

13. The Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

14. The Company and the City acknowledge that this agreement must be approved by formal action of the legislative authority of the City as a condition for the agreement to take effect. This agreement shall take effect upon the later of the date of such legislative approval or the date all parties have signed this agreement.

15. The City has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Company is committing to following non-discriminating hiring practices acknowledging that no individual

may be denied employment solely on the basis of race, religion, sex, sexual orientation, gender identity or expression, disability, color, national origin, or ancestry.

16. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Company, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

17. The Company affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Company has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Company shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

18. This agreement is not transferrable or assignable without the express, written approval of the City.

[Signature page follows.]

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. \_\_\_\_\_, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2021 and Everwild Spirits, LLC, by Rick Lynch, its Member, has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
Eric Wobser, City Manager

EVERWILD SPIRITS LLC,  
An Ohio limited liability company

By: \_\_\_\_\_  
Rick Lynch, Member

Approved as to form:

By: \_\_\_\_\_  
Director of Law

Date: \_\_\_\_\_, 2021

## EXHIBIT A

[Attach Application]

DRAFT

**OHIO DEVELOPMENT SERVICES AGENCY  
OHIO ENTERPRISE ZONE PROGRAM**

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**PROPOSED AGREEMENT** for Enterprise Zone Tax Incentives between the City of Sandusky  
located in the County of ERIE and Everwild Spirits LLC.

- 1a. Name of business, home or main office address, contact person, and telephone number  
(attach additional pages if multiple enterprise participants).

**Everwild Spirits LLC**

enterprise name

**Rick Lynch**

contact person

**216-526-8719**

telephone number

**3008 Deerfoot Trl, Huron, OH, 44839**

address

- 1b. Project site:

**Rick Lynch**

contact person

**216-526-8719**

telephone number

**212 Hancock Street, Sandusky**

address

- 2a. Nature of business (manufacturing, distribution, wholesale or other). **Manufacturer**

- 2b. List primary 6 digit NAICS # **312140 - Distilleries**  
Business may list other relevant SIC numbers.

2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

N/A

2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

**LLC - Partnership**

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3. Name of principal owner(s) or officers of the business (attach list if necessary).

**Richard S. Lynch, Jr.**

---

4. Is business seasonal in nature? Yes\_\_\_ No **X**

5a. State the enterprise's current employment level at the proposed project site:

**0 Employees**

5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes\_\_\_ No **X**

5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located: **N/A**

5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

**0 Employees**

5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: **N/A**

5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? **N/A**

6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes \_\_\_ No X

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement: **N/A**

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes \_\_\_ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes \_\_\_ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. Yes \_\_\_ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

8. Project Description (attach additional pages if necessary):

**Craft distilling has exploded nationwide since 2012, from 200 to over 2,800 nationwide. However, Ohio is lagging behind, with only about 3 dozen distilleries throughout the state. Sandusky has no local distillery, and residents need to drive at least 60 miles to Cleveland, Toledo or Columbus to find one.**

**Craft Distilleries are key drivers of economic activity in their local communities. Everwild's anticipated impact will be:**

- **Rehabilitating a 100 year old deteriorated building at 212 Hancock. Expecting to more than double its value, while increase the market value and desirability of the downtown blocks east of Hancock Street.**
- **We will be investing more than \$1.4m in the acquisition and buildout of our property, spending much of those dollars by contracting with local vendors**
- **Providing employment for more than 2 dozen local residents**
- **Purchasing over 80,000 lbs of grains from local farmers. This amount will increase 20-30% annually**
- **Adding a key 'Distillery Tourism' destination which will strengthen an already strong range of activities in the Sandusky area**
- **A distillery in Sandusky will fill a key geographical gap in a potential 'Ohio distillery trail'. Everwild plans to work with the Ohio Distillers Guild to help develop and promote this concept, which has been very successful in other states.**

**Everwild Spirits is preparing to launch our craft bourbon distillery and tasting room Q2 2022. Expected initial staffing will be 11 employees, and eventually increasing to 16-24 employees within the first 2-3 year. Hiring will begin in Q4 2021. The business will operate as a licensed DSP Manufacturer by the state of Ohio.**

9. Project will begin **July, 2021** and be completed **June, 2022** provided a tax exemption is provided.

- 10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary):

**3 full time. 8 part-time**

- 10b. State the time frame of this projected hiring: **1-2 years**

- 10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

**3 full time employees to be hired between June 2021-Mar 2021**

**8 part-time/full-time employees between Jan – Apr 2022**

- 11a. Estimate the amount of annual payroll such new employees will add \$ **340,000** (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

**3 Full-Time: \$180,000 annually**

**8 Part-time: \$160,000 annually**

- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ **N/A**

12. Market value of the existing facility as determined for local property taxation. \$ **225,000**

- 13a. Business's total current investment in the facility as of the proposal's submission. \$**235,000 (Purchase price + demolition)**

- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory): \$ **N/A**



14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility: **\$700,000-800,000**

	<u>Minimum</u>	<u>Maximum</u>
A.Acquisition of Buildings:	\$ 225,00	\$ 280,000
B.Additions/New Construction:	\$ 120,000	\$ 150,000
C.Improvements to existing buildings:	\$ 550,000	\$ 600,000
D.Machinery & Equipment:	\$ 150,000	\$ 200,000
E.Furniture & Fixtures:	\$ 100,000	\$ 150,000
F.Inventory:	\$ 300,000	\$ 400,000
<b>Total New Project Investment:</b>	<b>\$ 1,445,000</b>	<b>\$ 1,780,000</b>

15. a. Business requests the following tax exemption incentives: 75% for 10 years covering real \_\_\_\_\_ and/or personal property including inventory \_\_\_\_\_ as described above. Be specific as to type of assets, rate, and term.

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Page 4 of 5

- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

**Everwild Spirits LLC is a startup distillery business. Typically, a new distillery launch does not achieve breakeven/profitability until 5-7 years thereafter. Distilleries have a high barrier to entry due to the substantial startup costs required to complete a buildout that meets fire and building code, purchase of the still equipment, purchase of aged spirits inventory, bottling equipment, payroll, marketing, etc....**

**However, local craft distilleries have a proven track record of delivering strong value back to the communities in which they operate by**

- **Providing jobs and increased income tax revenue**
- **New income for local farmers**
- **Tourism – national interest throughout the year, not just seasonal**
- **Rick Lynch & Gia Gennari-Lynch are lifelong local residents of northern Ohio, and have resided in Erie County since 2008**
- **In 2012 there were 200 distilleries nationwide. There are now 2,800 distilleries throughout the U.S, but there is not one within 60 miles of Sandusky, OH**

Submission of this application expressly authorizes (name of the local jurisdiction) and/of (name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained

within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

**Everwild Spirits LLC**

Name of Enterprise

**3/29/2021**

Date

  
Signature

**Richard S. Lynch, Jr., Owner**

Typed Name and Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5707  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

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

**From:** Jonathan Holody, Community Development Director

**Date:** May 12, 2021

**Subject:** Commission Agenda Item – ED Fund Grant Agreement – Venue 634 L.L.C.

**Items for Consideration:** Legislation approving a Grant Agreement with Venue 634 L.L.C. for the purposes of furthering economic activity in the City of Sandusky.

**Background Information:** Venue 634 L.L.C. purchased the historic building at 634 Columbus Avenue in 2017. The company plans to redevelop the property as a modern and elegant event space to accommodate up to 85 guests.

The proposed project includes extensive building renovations and equipment installation at a total estimated cost of \$226,052. The company is working closely with the Building Department to ensure compliance with all applicable regulations. The project is expected to be completed in July 2021.

Staff proposes an Economic Development Fund grant in the amount of \$15,000 towards the project. Additional terms of the proposed Agreement call for the immediate project improvements to be completed by December 31, 2021. The above grant is conditioned upon the applicant complying with all Building code and permit requirements codes and displaying signage noting the City of Sandusky's support.

The application and grant amount was recommended for approval by the Economic Development Incentive Committee at its meeting on May 11, 2021.

**Budgetary Information:** The City will be responsible for providing a total of \$15,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a 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 approve the Grant Agreement to ensure the timely completion of the project.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Jonathan Holody  
Community Development Director

cc: Brendan Heil, Law Director  
Michelle Reeder, Finance Director  
McKenzie Spriggs, Clerk of the City Commission

## CERTIFICATE OF FUNDS

In the Matter of: Economic Development Grant -Venue 634 LLC

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.

Account # 431-4070-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/20/2021

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

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO VENUE 634 L.L.C., IN RELATION TO THE PROPERTY LOCATED AT 634 COLUMBUS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Venue 634 L.L.C. purchased the historic building at 634 Columbus Avenue in 2017 and plans to redevelop the property into a modern and elegant event space to accommodate up to eighty-five (85) guests; and

**WHEREAS**, the project includes extensive building renovations and equipment installation for a total estimated cost of \$226,052; and

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

**WHEREAS**, the Economic Development Incentive Committee met on May 11, 2021, and is recommending to approve a grant to Venue 634 L.L.C., in the amount of \$15,000.00, in accordance with the Economic Development Fund Program, to assist with renovation costs for the purpose of furthering economic development efforts in the City; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Venue 634 L.L.C., for financial assistance through the Economic Development Fund 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 Venue 634 L.L.C., in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: May 24, 2021

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Venue 634 L.L.C. ("the Company"), an Ohio Limited Liability Company.

### WITNESSETH:

WHEREAS, the Company has purchased the property located at 634 Columbus Avenue, Sandusky, Ohio 44870 and further identified as Permanent Parcel #56-00949.000 (the "Property"); and

WHEREAS, The Company will redevelop the Property as an event space to accommodate up to 85 guests, including building renovations and equipment installation, at a total cost of \$226,052.00 (the "Project"); and

WHEREAS, this catalytic Project will increase employment, adaptively reuse a currently vacant property and bring an additional event venue to the City and region; and

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

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

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

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

The City agrees to grant up to \$15,000.00 in the form of an Economic Development Fund grant to the Company (the "City Grant") toward the costs of the Project, which shall be disbursed upon the completion of the Project. This City Grant shall be disbursed from the 2021 Economic Development Capital Projects Fund (the "Fund"). This City Grant will not increase if the applicant 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, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the

Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2021. This date may be extended at the discretion of the City Manager.

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

**Section 2. Authority to Sign.**

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

**Section 3. Assignment or Transfer.**

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

**Section 4. Choice of Law.**

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

**Section 5. Binding Agreement.**

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

**Section 6. Miscellaneous.**

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

(i) TO THE CITY: City Manager  
c/o Chief Development Officer  
City of Sandusky, Ohio  
240 Columbus Avenue  
Sandusky, OH 44870

(ii) TO THE COMPANY: Venue 634, L.L.C.  
634 Columbus Avenue  
Sandusky, Ohio 44870  
Attn: Katharine Korobkin



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

- (b) Amendments. This Agreement may only be amended by written instrument executed by all parties.
- (c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.
- (d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

*SIGNATURES EXECUTED ON THE FOLLOWING PAGE*

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

Venue 634 L.L.C.  
An Ohio limited liability company

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

CITY OF SANDUSKY

\_\_\_\_\_  
Title: City Manager

The legal form of the within instrument  
Is hereby approved.

\_\_\_\_\_  
Director of Law  
City of Sandusky

## **CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Agreement has been lawfully appropriated by the City Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

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Michelle Reeder, Finance Director



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5707  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

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

**From:** Jonathan Holody, Community Development Director

**Date:** May 12, 2021

**Subject:** Commission Agenda Item – ED Fund Grant Agreement – HDT Operating Company, LLC.

**Items for Consideration:** Legislation approving a Grant Agreement with HDT Operating Company, LLC for the purposes of furthering economic development efforts in the City.

**Background Information:** HDT Operating Company, LLC (dba Hot Dog Tony's Restaurant) opened in May 2010 at 115 W. Water Street.

HDT Operating Company seeks to capitalize on the new Jackson Street Pier and Shoreline Drive projects through a series of building improvements. Their plans include exterior masonry restoration, a new awning and deck system, signage, restroom relocation, and a new dugout bar. The total project cost is over \$334,350.

Staff proposes an Economic Development Fund grant in the amount of \$33,450 towards the project. Additional terms of the proposed Agreement call for the immediate project improvements to be completed by December 31, 2021. The above grant is conditioned upon the applicant complying with all Building code and permit requirements codes and displaying signage noting the City of Sandusky's support.

The application and grant amount was recommended for approval by the Economic Development Incentive Committee meeting on April 13, 2021.

**Budgetary Information:** The City will be responsible for providing a total of \$33,450 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with the HDT Operating Company, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Jonathan Holody  
Community Development Director

cc: Brendan Heil, Law Director  
Michelle Reeder, Finance Director  
McKenzie Spriggs, Clerk of the City Commission

## CERTIFICATE OF FUNDS

In the Matter of: Economic Development Grant -HDT Operating Company, LLC

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.

Account # 431-4070-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/20/2021

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

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$33,450.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO HDT OPERATING COMPANY, LLC (D.B.A. HOT DOG TONY'S), IN RELATION TO THE PROPERTY LOCATED AT 115 WEST WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, HDT Operating Company, LLC, (d.b.a. Hot Dog Tony's) is the owner of property located at 115-117 W. Water Street and plans to make building improvements to the property including exterior masonry restoration, new awning and deck system, signage, restroom relocation, and a new dugout bar at a cost of \$334,350.00; and

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

**WHEREAS**, the Economic Development Incentive Committee met on April 13, 2021, and is recommending to approve a grant to HDT Operating Company, LLC, in the amount of \$33,450.00, in accordance with the Economic Development Fund Program, to assist with renovation costs for the purpose of furthering economic development efforts in the City; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with HDT Operating Company, LLC (d.b.a. Hot Dog Tony's), for financial assistance through the Economic Development Fund 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 HDT Operating Company, LLC (d.b.a. Hot Dog Tony's), in an amount **not to exceed** Thirty Three Thousand Four Hundred Fifty and 00/100 Dollars (\$33,450.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: May 24, 2021

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and HDT Operating Company, LLC (dba Hot Dog Tony's Restaurant). ("the Company"), an Ohio Limited Liability Company.

### WITNESSETH:

WHEREAS, the Company owns the property located at 115 – 117 W. Water Street, Sandusky, Ohio 44870 and further identified as Permanent Parcel #56-00175.000 and #56-00965.000 (the "Property"); and

WHEREAS, The Company will renovate the Property to include a new exterior deck and awning system, masonry restoration, signage, patio, dugout bar, and relocated restroom facilities, at a total cost of \$334,350.00 (the "Project"); and

WHEREAS, this catalytic Project will increase employment and activity along Shoreline Drive and contribute to the increased vibrancy of the City and region; and

WHEREAS, to induce the Project, the City has agreed to provide an economic incentive grant to the Company to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

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

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

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

The City agrees to grant up to \$33,450.00 in the form of an Economic Development Fund grant to the Company (the "City Grant") toward the costs of the Project, which shall be disbursed upon the completion of the Project. This City Grant shall be disbursed from the 2021 Economic Development Capital Projects Fund (the "Fund"). This City Grant will not increase if the applicant 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, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the



Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2021. This date may be extended at the discretion of the City Manager.

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

**Section 2. Authority to Sign.**

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

**Section 3. Assignment or Transfer.**

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

**Section 4. Choice of Law.**

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

**Section 5. Binding Agreement.**

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

**Section 6. Miscellaneous.**

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

- |                      |  |
|----------------------|--|
| (i) TO THE CITY:     | City Manager<br>c/o Chief Development Officer<br>City of Sandusky, Ohio<br>240 Columbus Avenue<br>Sandusky, OH 44870 |
| (ii) TO THE COMPANY: | HDT Operating Company, LLC<br>115 – 117 W. Water Street<br>Sandusky, Ohio 44870<br>Attn: Anthony J. DeRiso, II       |

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

- (b) Amendments. This Agreement may only be amended by written instrument executed by all parties.
- (c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.
- (d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

*SIGNATURES EXECUTED ON THE FOLLOWING PAGE*

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

HDT OPERATING COMPANY, LLC  
An Ohio limited liability company

Name: Anthony J. DeRiso, II

Title: Owner

CITY OF SANDUSKY

---

Title: City Manager

The legal form of the within instrument  
Is hereby approved.

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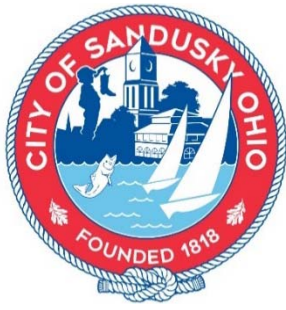
Director of Law  
City of Sandusky

## **CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Agreement has been lawfully appropriated by the City Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

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Michelle Reeder, Finance Director



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: May 11, 2021

Subject: **Commission Agenda Item – Award Contract for 2021 Local Street Resurfacing Project**

**ITEM FOR CONSIDERATION:** Legislation awarding a contract to Gerken Paving of Napoleon, Ohio for the 2021 Local Street Resurfacing Project.

**BACKGROUND INFORMATION:** This project consists of addressing One hundred fifty (150) of the worst asphalt street sections in the City, based on observations, complaints, high-incident repair areas and an independent survey completed by TransMap in 2015. Proposed work consists primarily of a thin asphalt overlay on the surface of these segments. In addition to the overlay, segments needing more than just surface work will receive additional “milling” and possibly excavation to address structural problem areas in the pavement. Most of these streets listed have not seen new pavement in over 20 years, with some reportedly in the range of 30-40 years. The complete list of roadway segments is attached herein (exhibit “A”).

A total of 3 bids were received on Tuesday, April 15, 2021 at a formal public bid opening;

CONTRACTOR NAME: GERKEN PAVING, INC.                      BID: \$2,927,211.90 (1.86% under estimate)  
CITY, STATE: NAPOLEON, OH  
BOND: 100% BID BOND

CONTRACTOR NAME: PRECISION PAVING, INC.                      BID: \$2,939,227.55 (1.46% under estimate)  
CITY, STATE: MILAN, OH  
BOND: 100% BID BOND

CONTRACTOR NAME: ERIE BLACKTOP, INC.                      BID: \$2,961,021.95 (0.73% under estimate)  
CITY, STATE: SANDUSKY, OH  
BOND: 100% BID BOND

The engineer’s estimate for the project was set at \$2,982,726.86. Because Federal funds are intended to be used to pay for this work, Local Preference does not apply.

The contractual schedule for completion of this project is Friday, October 22, 2021.

**BUDGETARY INFORMATION:** The total construction cost of the project based on bids is \$2,927,211.90 which will be funded accordingly:

1) Stimulus funds	\$2,000,000.00
2) state gas tax money	\$ 114,390.40
3) Issue 8 (Capital) Street Funds	\$ 337,009.00
4) Water Funds	\$ 171,485.00
5) Sewer Funds	\$ 304,327.50

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to award a contract to Gerken Paving of Napoleon, Ohio for the 2021 Local Street Resurfacing Project in an amount not to exceed \$2,927,211.90 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to complete the project prior to the construction completion deadline of October 22, 2021.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron M. Klein, P.E.  
Director

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

## EXHIBIT "A"

STREET	FROM	TO
LANE ST	HANCOCK ST	SYCAMORE LINE
LANE ST	WAYNE ST	HANCOCK ST
LAUREL LN	REMINGTON	S OLDGATE
FALLEN TIMBER DR	REMINGTON AVE	S OLDGATE RD
LOCKWOOD AVE	FIRST ST	COVE PARK BLVD
MILAN RD	SYCAMORE LINE	E BOALT ST
CHALET DR	MILAN RD	EOP
BARDSHAR RD	VENICE HEIGHTS BLVD	PROVIDENCE DR
BARDSHAR RD	S. CITY LIMITS	VENICE HEIGHTS BLVD
BARKER ST	EOP	KING ST
BARKER ST	BROADWAY ST	JAY ST
BARKER ST	KING ST	BROADWAY ST
BARKER ST	PEARL ST	CAMP ST
BARKER ST	MILLS ST	PUTNAM ST
BARRETT RD	W. Limits	MC CARTNEY RD
BENNETT AVE	PLEASANTVIEW PL	EOP
BENNETT AVE	EOP	W MONROE ST
C ST	MILAN RD	FIFTEENTH ST
C ST	FIFTEENTH ST	FOURTEENTH ST
C ST	THIRTEENTH ST	TWELFTH ST
C ST	FOURTEENTH ST	THIRTEENTH ST
CEMENT AVE	W MONROE ST	PLEASANTVIEW PL
CEMENT AVE	PLEASANTVIEW PL	EOP
CENTER ST	WEST ST	HAYES AVE
CENTRAL AVE	W MONROE ST	POPLAR ST

CENTRAL AVE	TYLER ST	W MONROE ST
CENTRAL AVE	N DEPOT ST	CENTRAL ST
CENTRAL AVE	W OSBORNE ST	POLK ST
CENTRAL AVE	CENTRAL ST	W OSBORNE ST
CENTRAL AVE	POLK ST	TYLER ST
CENTRAL ST	MC DONOUGH ST	CENTRAL AVE
CLINTON ST	BARKER ST	W MONROE ST
CLINTON ST	TAYLOR ST	SENECA ST
CLINTON ST	EOP	TAYLOR ST
CLINTON ST	SANDUSKY ST	BARKER ST
CLINTON ST	PIERCE ST	FRANTZ ST
COVE PARK BLVD	COVE ST	ANDERSON ST
COVE PARK BLVD	ANDERSON ST	HASTINGS DR
COVE PARK BLVD	HASTINGS DR	LOCKWOOD AVE
COVE PARK BLVD	LOCKWOOD AVE	PARKER DR
COVE ST	COVE PARK BLVD	SYCAMORE ST
COVE ST	SYCAMORE ST	CURRAN ST
E ARTHUR ST	WAYNE ST	HANCOCK ST
E ARTHUR ST	HANCOCK ST	SYCAMORE LINE
E BOALT ST	WAYNE ST	HANCOCK ST
E BOALT ST	HANCOCK ST	MILAN RD
E COWDERY ST	KNUPKE ST	CLEVELAND RD
E COWDERY ST	KNUPKE ST	CLEVELAND RD
E JEFFERSON ST	WARREN ST	PERRY ST
E JEFFERSON ST	PERRY ST	MEIGS ST
E JEFFERSON ST	HURON AVE	FRANKLIN ST
E JEFFERSON ST	FRANKLIN ST	WARREN ST
E LARCHMONT DR	OAKMONT LN	N LARCHMONT DR
E LARCHMONT DR	S LARCHMONT DR	OAKMONT LN
E MADISON ST	PERRY ST	MEIGS ST



E OSBORNE ST	COLUMBUS AVE	WAYNE ST
FILMORE ST	PUTNAM ST	HARRISON ST
FILMORE ST	HARRISON ST	CLAY ST
HANCOCK ST	LANE ST	E BOALT ST
HANCOCK ST	E ARTHUR ST	LANE ST
HANCOCK ST	E MARKET ST	E WATER ST
HANCOCK ST	E ADAMS ST	E WASHINGTON ST
HANCOCK ST	HURON AVE	E ADAMS ST
HARRISON ST	W JEFFERSON ST	W ADAMS ST
HARRISON ST	W ADAMS ST	EOP
HARRISON ST	BARKER ST	W MONROE ST
HARRISON ST	SENECA ST	SANDUSKY ST
HARRISON ST	SANDUSKY ST	BARKER ST
HUNTINGTON PL	W OSBORNE ST	COLUMBUS AVE
LAWRENCE ST	W ADAMS ST	W WASHINGTON ST
LAWRENCE ST	W MONROE ST	W MADISON ST
LAWRENCE ST	W JEFFERSON ST	W ADAMS ST
LAWRENCE ST	W WASHINGTON ST	W MARKET ST
MC DONOUGH ST	N DEPOT ST	CENTRAL ST
MC DONOUGH ST	CENTRAL ST	W OSBORNE ST
MILAN RD	E BOALT ST	MC KELVEY ST
MILAN RD	BALTIMORE ST	SCOTT ST
MILAN RD	MC KELVEY ST	BALTIMORE ST
MILLS ST	SANDUSKY ST	BARKER ST
MILLS ST	SENECA ST	SANDUSKY ST
MILLS ST	W MONROE ST	W MADISON ST
MILLS ST	BARKER ST	TIFFIN AVE
N DEPOT ST	HAYES AVE	THOMAS ST
N DEPOT ST	SHERMAN ST	W BOALT ST
N DEPOT ST	THOMAS ST	SHERMAN ST
N DEPOT ST	PROSPECT ST	HAYES AVE

N LARCHMONT DR	W LARCHMONT DR	E LARCHMONT DR
NEIL ST	HANCOCK ST	FRANKLIN ST
NEIL ST	WAYNE ST	HANCOCK ST
OAKMONT LN	MC KINLEY ST	W LARCHMONT DR
OAKMONT LN	W LARCHMONT DR	E LARCHMONT DR
ONTARIO ST	FOURTH ST	THIRD ST
ONTARIO ST	FIFTH ST	FOURTH ST
PEARL ST	TAYLOR ST	SENECA ST
PEARL ST	SENECA ST	SANDUSKY ST
PEARL ST	W JEFFERSON ST	MELVILLE ST
PEARL ST	W MADISON ST	W JEFFERSON ST
PEARL ST	TIFFIN AVE	LINCOLN ST
PEARL ST	LINCOLN ST	W MARKET ST
PERRY ST	E ADAMS ST	E WASHINGTON ST
PERRY ST	E WASHINGTON ST	E MARKET ST
PLEASANTVIEW PL	EOP	BENNETT AVE
PROSPECT ST	N DEPOT ST	CENTRAL ST
PROSPECT ST	W OSBORNE ST	POLK ST
PROSPECT ST	TYLER ST	JOHN ST/WOLF 5
PROSPECT ST	CENTRAL ST	W OSBORNE ST
PROSPECT ST	POLK ST	TYLER ST
PUTNAM ST	SANDUSKY ST	BARKER ST
RANSOM ST	CARR ST	SHELBY ST
RANSOM ST	SHELBY ST	EOP
S LARCHMONT DR	W LARCHMONT DR	ROOSEVELT ST
S LARCHMONT DR	ROOSEVELT ST	E LARCHMONT DR
SANDUSKY ST	PUTNAM ST	HARRISON ST
SANDUSKY ST	HARRISON ST	CLINTON ST

SANDUSKY ST	MILLS ST	PUTNAM ST
SANDUSKY ST	CLINTON ST	PEARL ST
SANDUSKY ST	PEARL ST	CAMP ST
SHELBY ST	PIERCE ST	FILMORE ST
SYCAMORE LINE	GARFIELD AVE	COVE PARK BLVD
SYCAMORE LINE	E ARTHUR ST	LANE ST
SYCAMORE LINE	FIRST ST	GARFIELD AVE
SYCAMORE LINE	LANE ST	MILAN RD
THIRD ST	ONTARIO ST	LANE ST
THIRD ST	OGONTZ ST	ONTARIO ST
THIRTEENTH ST	C ST	ALPINE DR
THIRTEENTH ST	ALPINE DR	CHALET DR
VENICE RD	CHURCH ST	FREMONT AVE
VENICE RD	NIAGARA ST	CHURCH ST
VENICE RD	MC CARTNEY RD	OAK LN
VENICE RD	OAK LN	NIAGARA ST
W ADAMS ST	HARRISON ST	MILNE ST
W ADAMS ST	PUTNAM ST	HARRISON ST
W ADAMS ST	MILNE ST	TIFFIN AVE
W JEFFERSON ST	MILLS ST	PUTNAM ST
W JEFFERSON ST	PEARL ST	CAMP ST
W JEFFERSON ST	LAWRENCE ST	FULTON ST
W JEFFERSON ST	MC DONOUGH ST	LAWRENCE ST
W LARCHMONT DR	OAKMONT LN	N LARCHMONT DR
W LARCHMONT DR	S LARCHMONT DR	OAKMONT LN
W OSBORNE ST	HAYES AVE	BROWN ST
W OSBORNE ST	PROSPECT ST	HAYES AVE
W OSBORNE ST	BROWN ST	LINDSLEY ST
W PARISH ST	GRANT ST/CAMPBELL	CALDWELL ST

WAYNE ST	E ARTHUR ST	LANE ST
WAYNE ST	CABLE ST	FINCH ST
WAYNE ST	CABLE ST	FINCH ST
WAYNE ST	FINCH ST	SCOTT ST
WAYNE ST	FINCH ST	SCOTT ST
WAYNE ST	LANE ST	E BOALT ST
WAYNE ST	EOP	E OSBORNE ST

**150**

**12.8**

**SEGMENTS**

**MILES**

## CERTIFICATE OF FUNDS

In the Matter of: 2021 Local Resurfacing Project

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.

Account # 240-0000-55990, 216-6110-53000, 431-6200-55990, 612-5700-53000, 613-5700-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/20/2021

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GERKEN PAVING OF NAPOLEON, OHIO, FOR THE 2021 LOCAL STREET RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the 2021 Local Street Resurfacing Project involves the resurfacing with asphalt overlay of many of the worst asphalt street segments in the City, encompassing approximately 150 street segments totaling 12.8 center-line miles of asphalt-only roads, and depending on the condition of the street, the work may include milling and possibly excavation to address structural problems in the pavement; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed 2021 Local Street Resurfacing Project by Resolution No. 011-21R, passed on March 22, 2021; and

**WHEREAS**, upon public competitive bidding as required by law three (3) appropriate bids were received and the bid from Gerken Paving, Inc. of Napoleon, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total construction cost of this project based on bid is \$2,927,211.90 of which \$2,000,000.00 will be paid with Federal Stimulus Funds, \$114,390.40 will be paid with State Gas Tax Funds, \$337,009.00 will be paid with Issue 8 Funds from the (Capital) Street Funds, \$171,485.00 will be paid with Water Funds, and the remaining balance of \$304,327.50 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 complete the project prior to the construction completion deadline of October 22, 2021; and

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

Section 1. The City Manager is authorized and directed to enter into a contract with Gerken Paving, Inc., of Napoleon, Ohio, for the 2021 Local Street Resurfacing Project in an amount **not to exceed** Two Million Nine Hundred Twenty Seven Thousand Two Hundred Eleven and 90/100 Dollars (\$2,927,211.90) consistent with the bid submitted by Gerken Paving, Inc., of Napoleon, Ohio,

currently on file in the office of the Director of Public Works.

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

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

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

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: May 24, 2021



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: May 11 2021

Subject: **Commission Agenda Item – Permission to Bid the 2021 Community Development Block Grant (CDBG) Street Rehabilitation Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for the 2021 CDBG Street Rehabilitation Project.

**BACKGROUND INFORMATION:** Most of the complaints received by the Public Works Department are in regards to the condition of the streets. This project addresses 12 of the worst “qualifying” asphalt street sections in the City, based on staff observations and feedback, complaints received, other planned work and the independent TransMap survey data compiled in 2015. Staff has extrapolated this data to late 2020, only removing street segments that are planned for paving work in our Capital Plan and those which have already been paved since the completion of the study in late 2015. These 12 sections total almost 1 mile of road.

Because of the poor condition of these segments, varying degrees of pavement work is necessary. In general, a thin asphalt overlay is to be utilized in the replacement of the surface of these segments. In particular, segments needing more than just surface work will receive additional “milling” and possibly excavation to address structural problem areas in the pavement. Most of these streets have not seen new pavement in over 20 years, with some reportedly in the range of 30-40 years. The complete list of roadway segments is attached herein (exhibit “A”).

Again, the priority list is not derived from a singular source, but rather from multiple sources and considerations, within the CDBG eligible streets.

**BUDGETARY INFORMATION:** The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$275,000 paid solely with federal Community Development Block Grant Funds.

**ACTION REQUESTED:** It is recommended that the proper legislation be approved accepting bids for the 2021 CDBG Street Rehabilitation Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project early as possible in the 2021 State Fiscal year which begins July 1<sup>st</sup>. Bidding the project early in the State Fiscal year will allow enough time for all work to be complete in the 2021 calendar year.

I concur with this recommendation:

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Eric Wobser, City Manager

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Aaron Klein, P.E., Director

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director



# Exhibit "A"

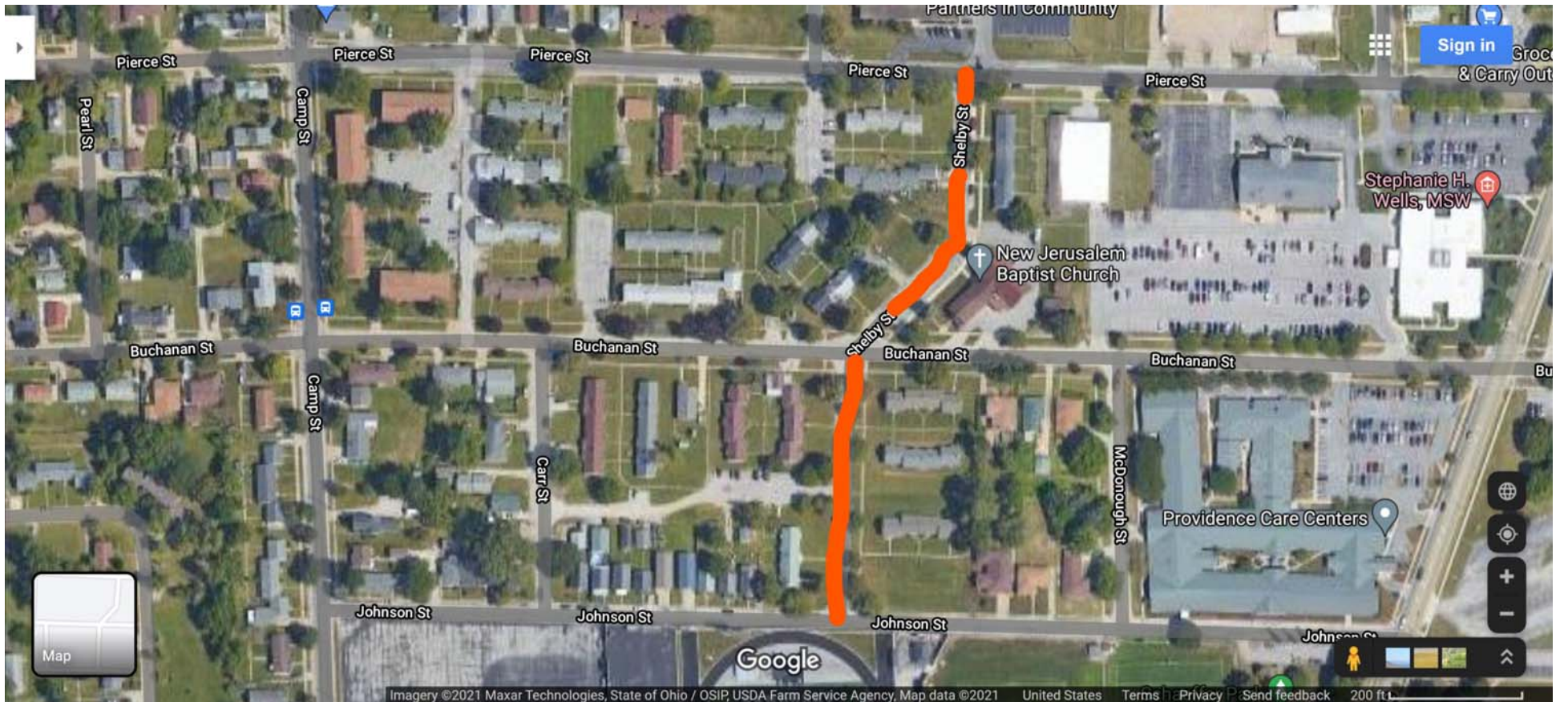
STREET	FROM	TO
N DEPOT ST	CARR ST	SHELBY ST
N DEPOT ST	MC DONOUGH ST	CENTRAL AVE
N DEPOT ST	SHELBY ST	MC DONOUGH ST
MILLS ST	W JEFFERSON ST	EOP
KING ST	W MONROE ST	W MADISON ST
EDDY HENRY WAY	BUCHANAN ST	PIERCE ST
SHELBY ST	JOHNSON ST	EDDY HENRY WAY
SHELBY ST	W OSBORNE ST	POLK ST
SHELBY ST	POLK ST	TYLER ST
CURRAN ST	COVE ST	EOP
DUTCH LN	MEIGS ST	BILLMAN DR
DUTCH LN	BILLMAN DR	EOP

**12**

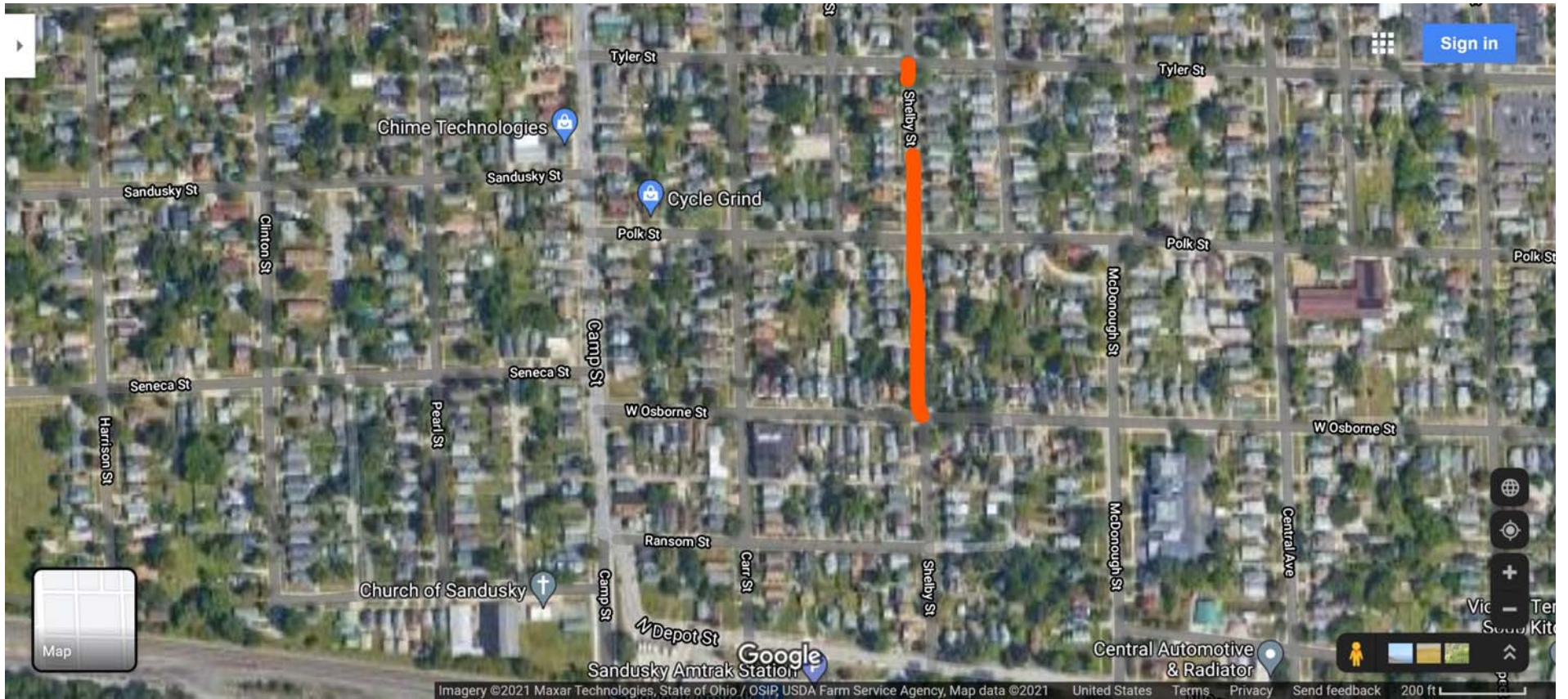
**0.95**

**SEGMENTS**

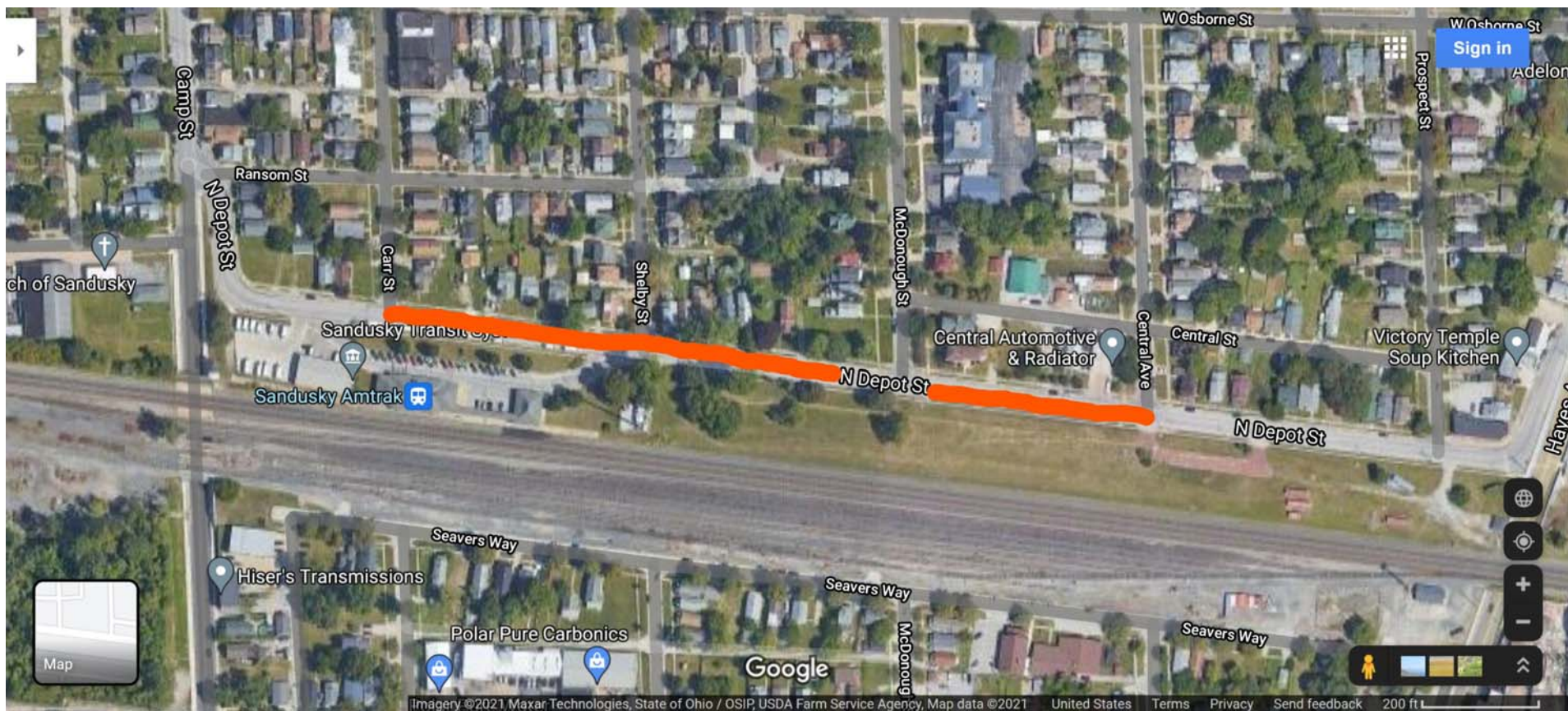
**MILES**



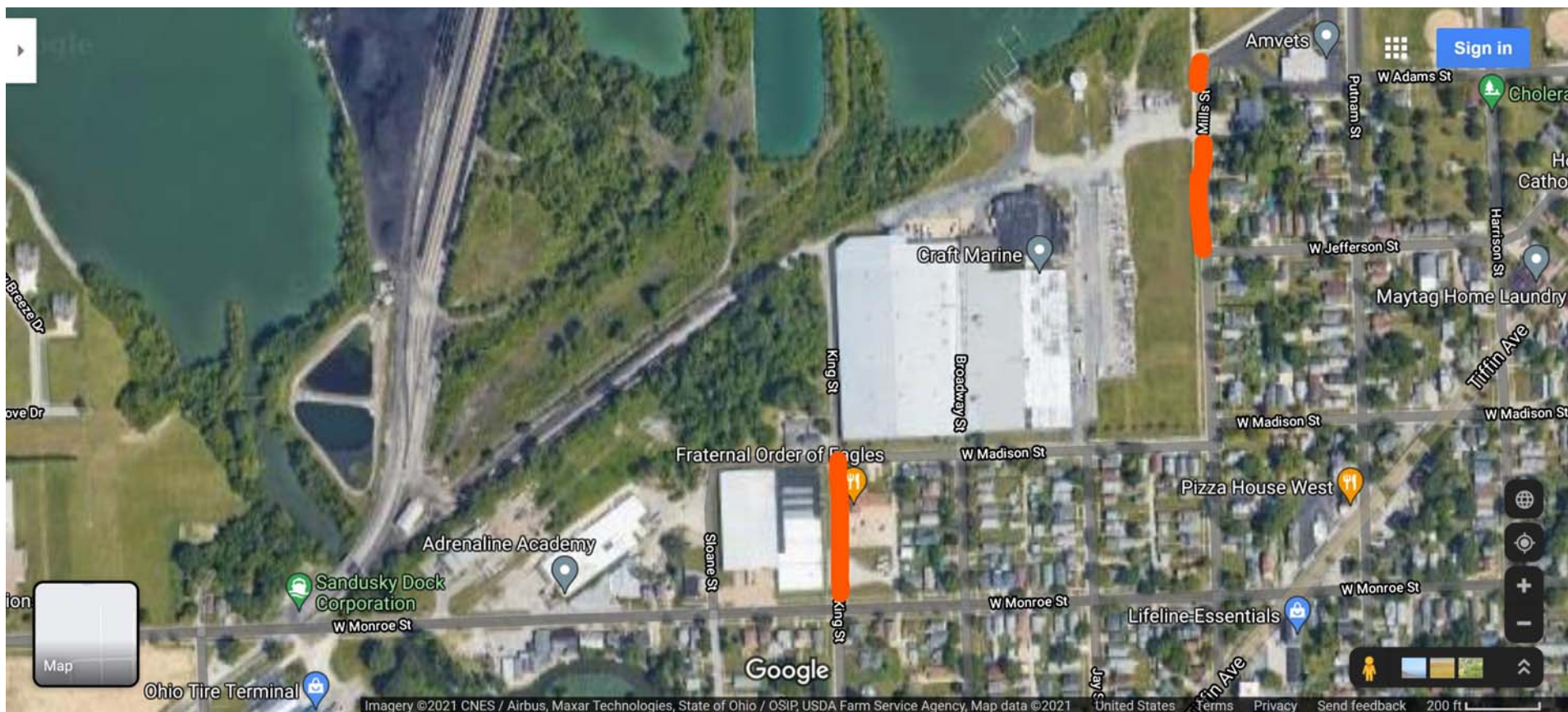




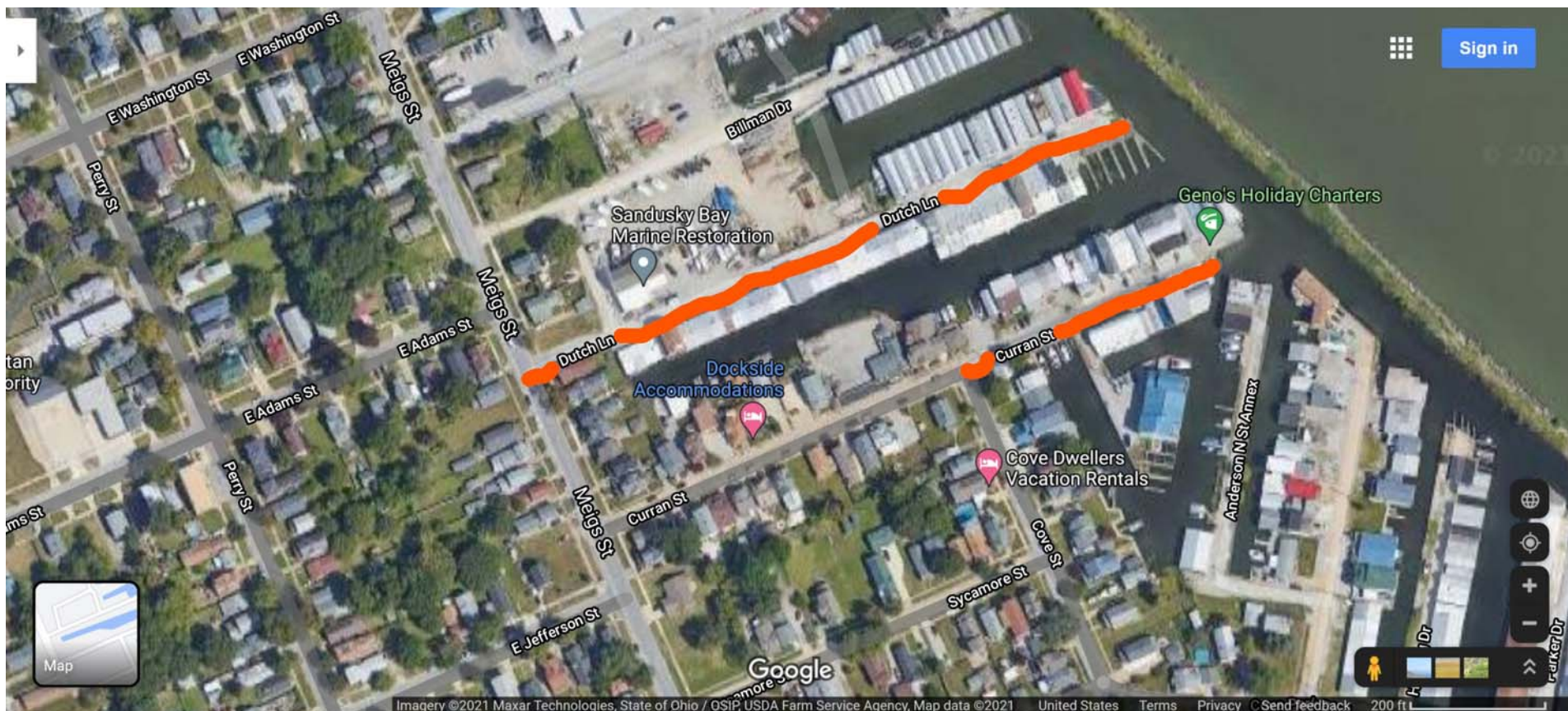












## CERTIFICATE OF FUNDS

In the Matter of: CDBG Street Rehabilitation Project

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.

Account # 241-4447-55990

By: 

Michelle Reeder

Finance Director

Dated: 5/20/2021

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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STREET REHABILITATION 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**, TransMap performed a citywide pavement survey in 2015, which Staff updated through late 2020, only removing street segments that are planned for paving work in the Capital Plan and the segments that have been paved since the completion of the study; and

**WHEREAS**, the proposed 2021 Community Development Block Grant (CDBG) Rehabilitation Project involves the resurfacing of the twelve (12) worst “qualifying” asphalt street segments in the City based upon Staff observations and feedback, complaints received, other planned work, and the updated TransMap survey; and

**WHEREAS**, the total estimated cost for this project including engineering, inspection, advertising and miscellaneous expenses is \$275,000.00 which will be paid with Community Development Block Grant (CDBG) Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project as early as possible in the 2021 State Fiscal year, which begins July 1<sup>st</sup>, to allow sufficient time for all the work to be completed in the 2021 calendar year; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 2021 Community Development Block Grant (CDBG) Street Rehabilitation 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 2021 Community Development Block Grant (CDBG) Street Rehabilitation 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 2021 Community Development Block Grant (CDBG) Street Rehabilitation 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.

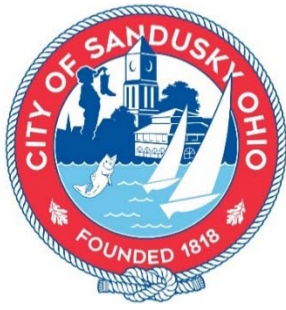
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: May 24, 2021



## DEPARTMENT OF PUBLIC WORKS

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Sandusky, Ohio 44870  
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To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: May 11, 2021

**Subject: Commission Agenda Item – Professional Design Services Agreement with GPD Group for the Perkins Avenue Waterline and Resurfacing Project**

**ITEM FOR CONSIDERATION:** Legislation for approval to enter into a Professional Design Services Agreement with GPD Group of Cleveland, Ohio for design services on the Perkins Avenue Waterline and Resurfacing project.

**BACKGROUND INFORMATION:** Perkins Avenue, from 500' West of the former YMCA and 250' East of 52<sup>nd</sup> St. is home to a water line in very poor condition with 61 recorded water main breaks on this section, according to City records. The pavement is in poor condition and in need of pavement resurfacing due to its surface defects.

Most of the water line here was constructed in 1935-1936, with several recorded breaks and repairs in recent years. The plan would be to replace the water line with a new, larger size line, allowing better flows and water quality in the immediate and adjacent areas.

In addition to the pavement and water main work, limited storm sewer piping and drains, sidewalk and curbing will be replaced as well.

A request for Qualifications (RFQ) for the Perkins Ave. Waterline and Resurfacing Project directed interested consultants to submit qualifications to the Department of Public Works by February 23, 2021. Fifteen (15) qualification packages were received and evaluated by a selection committee and the firm with the highest score was to be selected.

After the firms were scored, City staff determined GPD Group was the most qualified and was ranked number one because based on their relevant project experience, professional expertise and past success with similar projects. Considerations were weighed on similar waterline replacement and roadway projects listed in their qualifications package submitted to the City. A Scope of Services (SOS), dated April 28, 2021, and an agreement for professional design services, is attached to the legislation.

**BUDGETARY INFORMATION:** The not to exceed cost for professional design services is \$196,705, paid with Water Funds in an amount of \$100,000, Sanitary Sewer Funds in an amount of \$10,000, Storm Sewer Funds in an amount of \$30,000 and the remaining \$56,705 from Issue 8 Street Funds.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to enter into Professional Design Services Agreement with GPD Group for the Perkins Avenue Waterline and Resurfacing Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so that the design work can begin immediately and the

City can proceed with applying for grant funding with the OPWC and plan for funding construction mid-2022.

I concur with this recommendation:

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Eric Wobser  
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Perkins Ave Waterline & Resurfacing Design

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

Account # 612-5700-53000, 613-5700-53000, 613-5820-53000, 431-6200-53000

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



Michelle Reeder

Finance Director

Dated: 5/20/2021

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH GPD GROUP OF CLEVELAND, OHIO, FOR THE PERKINS AVENUE WATERLINE AND RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Perkins Avenue waterline, from 500' West of the former YMCA and 250' East of 52<sup>nd</sup> Street, was constructed in 1935-1936 and is in very poor condition with 61 recorded water main breaks on this section according to City records and the pavement is also in poor condition and in need of resurfacing due to its surface defects; and

**WHEREAS**, the proposed Perkins Avenue Waterline and Resurfacing Project will provide for the replacement of the waterline with a new, larger size line, allowing better flows and water quality in the immediate and adjacent areas, pavement resurfacing, and includes replacement of limited storm sewer piping and drains, sidewalk and curbing; and

**WHEREAS**, a Request for Qualifications (RFQ) was issued for the Perkins Avenue Waterline and Resurfacing Project in which fifteen (15) submittals were received, evaluated and ranked by a selection committee and based upon the firm's expertise, professional knowledge, ability to perform, personnel experience, and overall project scope, it was determined GPD Group was the most qualified; and

**WHEREAS**, GPD Group of Cleveland, Ohio, will be providing professional design services for the Perkins Avenue Waterline and Resurfacing 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 \$196,705.00 of which \$100,000.00 will be paid with Water Funds, \$10,000.00 will be paid with Sanitary Sewer Funds, \$30,000.00 will be paid with Storm Sewer Funds and the remaining balance of \$56,705.00 will be paid with Issue 8 Funds from the Street Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the design work to begin immediately and the City can proceed with applying for grant funding with the Ohio Public Works Commission (OPWC) and plan for funding construction mid-2022; 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 GPD Group of Cleveland, Ohio, for the Perkins Avenue Waterline and Resurfacing Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Hundred Ninety Six Thousand Seven Hundred Five and 00/100 Dollars (\$196,705.00).

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

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

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

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: May 24, 2021

AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of \_\_\_\_\_, 2021, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and GPD Group (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:

**Perkins Avenue Waterline and  
Resurfacing Project**

Director of Public Works:

Aaron Klein, P.E.

Address:

Department of Public Works  
City of Sandusky  
240 Columbus Ave  
Sandusky, Ohio 44870

Architect/Engineer:

Michael A. Hobbs, PE, PTOE

Contact:

GPD Group

Address:

5595 Transportation Blvd, #100  
Cleveland, OH 44125

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2.1. General**

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

## **ARTICLE 3. ADDITIONAL SERVICES**

### **3.1. General**

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services



made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

#### **ARTICLE 4. RESPONSIBILITIES OF THE CITY**

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

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

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

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

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

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

#### **ARTICLE 5. COMPENSATION**

##### **5.1. Direct Personnel Expense**

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

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

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

## **5.2. Reimbursable Expenses**

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

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

## **5.3. Basis of Compensation**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of one hundred ninety-six thousand seven hundred five dollars (\$196,705.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

## **5.4. Method and Terms of Payment**

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

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

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

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

## **ARTICLE 6. INSURANCE AND INDEMNIFICATION**

### **6.1. Insurance**

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

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

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall

endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

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

## **6.2. Indemnification**

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

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

## **ARTICLE 7. DISPUTE RESOLUTION PROVISIONS**

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

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

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

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

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

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

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

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

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

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

Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

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

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

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

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

## **8.2. Remedies**

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

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power,

or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1. Ownership and Use of Documents**

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

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

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

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

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

## **9.5. Extent of Agreement**

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

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

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

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

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

## **9.6. Governing Law**

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

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

## **9.7. Notices**

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

9.7.2. Emails. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by email transmissions. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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



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

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

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

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

GPD Group

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

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

CITY OF SANDUSKY, OHIO

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

APPROVAL:

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

\_\_\_\_\_  
Brendan Heil  
Law Director

CERTIFICATE OF FUNDS

In the matter of: **Perkins Avenue Waterline and Resurfacing Project**

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

Dated: \_\_\_\_\_, 2021

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
Michelle Reeder, CPA  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Not to Exceed Amount



April 28, 2021  
21112145.08

Joshua Snyder, PE, CPSWQ  
Assistant City Engineer  
City of Sandusky  
240 Columbus Ave  
Sandusky, Ohio 44870

## Perkins Ave Resurfacing and Waterline Replacement

Mr. Snyder


GPD Group is pleased to provide this proposal for utility and roadway engineering services associated with the replacement of waterlines and pavement resurfacing on Perkins Avenue and 52<sup>nd</sup> Street in the City of Sandusky. The enclosed proposal is based on the Request for Proposals issued by the City of Sandusky dated February 9<sup>th</sup>, 2021 and the kick-off meeting, held virtually on April 14<sup>th</sup>, 2021.

### Project Understanding

The City of Sandusky is seeking to replace approximately 11,000 feet of 6" water line on Perkins Ave. with 8" PVC C-900 water line from approximately 500 feet west of Mills Street to approximately 300 feet east of 52<sup>nd</sup> Street and on 52<sup>nd</sup> Street from Perkins Ave to Milan Road (SR 250). After installation of the water line, the City is seeking to resurface Perkins Ave to match the County project that was completed in 2019, additionally the City will resurface 52<sup>nd</sup> Street from Perkins Ave to Milan Road (SR 250).

### Scope of Services

- Surveying and basemapping
  - Project Control
    - Project shall be referenced horizontally to Ohio State Plane Coordinate System, North Zone NAD83(2011) datum and vertically to the NAVD88 (GEOID 18) datum based on averaged GNSS observations using the ODOT VRS Network. Digital level circuit will be completed on this project to establish the elevations of the control and benchmarks.  
  
Primary project control shall be 5/8 inch by 30-inch rebar with red plastic caps stamped "GPD Control Point".
  - Boundary, C/L, and R/W Resolution
    - R/W lines will be resolved for W. Perkins Avenue running from Milan Road west to Lane 1 (as shown on the Erie County GIS). 52<sup>nd</sup> Street running from W. Perkins Avenue to Milan Road. Milan Road from Chalet Drive to W. Perkins Avenue. All street intersections with W. Perkins (other than those listed above) will be shown based on record information.



Research of existing records will be completed to establish the existing centerlines, right of way lines and property lines (per GIS) within the project limits. Research by GPD will consist of current records from various city, county and state offices. Title reports will not be completed. Existing easements across project area will not be shown unless they are shown in the current records or provided to us by the City.

- Topographic Survey
  - Topographic survey on W. Perkins Avenue will extend from the centerline of the road and run to the north R/W line. This will begin approximately 950' west of the W. Perkins/Milan Road intersection and continue west for approximately 11,000' to the bridge over Mills Creek. Survey of 52nd Street will run from W. Perkins to Milan Road and extend laterally R/W to R/W. Survey of Milan Road will run approximately 120' northwesterly and southeasterly of its intersection with 52nd Street and extend R/W to R/W. The survey will show all above ground planimetric site features, all above ground utilities and any underground utilities as apparent from above ground visual observations or as marked by Ohio 811 (aka Utilities Protection Services (O.U.P.S.)) or the Owners. Ohio 811 will not locate private utilities. Therefore, irrigation lines, invisible pet fences and any other privately installed utility lines will not be marked. Landscaping will be outlined and major features (i.e. ornamental trees, structures, bushes) will be located. Trees 12" dbh and above will be located through the above-described survey area with a distinction of either evergreen or deciduous being noted. Species of trees will not be given. If species of trees is required, a separate "if authorized fee" will be provided. In area of heavy vegetation, the limits will be shown and called out in the mapping as such.
- Drawings and plats
  - Basemapping of the survey and right of way/boundary resolution will be completed in Autodesk Civil 3D 2018 or newer using ODOT templates.
- Water Line Design
  - GPD Group will utilize the latest City of Sandusky details and standard notes.
  - The design package will include:
    - Plan and profiles, 20 scale
    - Water notes and details
    - Temporary bypass plans
    - Pavement repair details
    - Plan quantities for all associated items
    - Add 1-2 hydrants on 52<sup>nd</sup> Street. GPD will coordinate with the City for hydrant placement.
    - Water services will be replaced to the curb stop or water meter.
- Pavement Resurfacing
  - Perkins Avenue
    - Resurfacing limits will match the limits of the previous County project.
    - Pavement calculations

- Misc. drainage improvements at areas where needed, add catch basins where logical.
- 52<sup>nd</sup> Street
  - Add stone berm for existing parking areas.
  - Replace drive aprons and improve roadside grading to eliminate problematic drainage areas.
  - Pavement calculations
- Maintenance of Traffic
  - Resurfacing
    - Daily lane closures utilizing notes and ODOT standard construction drawings.
  - Waterline installation
    - Westbound curb lane closure utilizing notes and ODOT standard construction drawings.
    - Detailed maintenance of traffic plans for part-width construction at Hayes Ave. (SR 4), Campbell St., and Columbus Ave.
- Traffic Control
  - Pavement marking replacement for westbound lanes only.
    - Dedicated turn lanes and transverse markings will match existing.
    - 20 scale plan sheets
    - No signage anticipated except for the signs impacted during waterline installation.
    - All associated quantities.

## Schedule

Notice to Proceed –	May 10, 2021
30% design package submittal –	September 10, 2021
City Review Comments Received –	October 1, 2021
90% design package submittal –	December 3, 2021
City Review Comments Received –	January 7, 2022
Bid Documents -	February 4, 2022

## Assumptions

1. GPD Group assumes the design process will require two (2) project coordination meetings.
2. The City of Sandusky will require two (2) submittals.
3. The City of Sandusky will acquire any necessary Right-of-Entry permissions.
4. GPD is not scoped to attend and planning or city council meetings.
5. The City of Sandusky will pay any necessary permit fees e.g., EPA, SWCD, etc.

## Exclusions

1. Any environmental studies are not anticipated.
2. Per previous discussions with the City, geotechnical investigation has been excluded.
3. GPD will not perform any title reports or property appraisals.
4. GPD will not be responsible for any R/W acquisition.
5. GPD is not scoped to prepare any grant or funding applications.
6. GPD will not be required to attend any public involvement meetings or exhibit preparation.

## Fee

GPD Group will perform the above-described Scope of Services for an hourly, not to exceed fee of \$196,705 with an expected expenditure of 2,062 manhours.

Field Survey and Basemapping	\$ 65,525
Engineering	\$ 131,180
<b>Total</b>	<b>\$ 196,705</b>

GPD looks forward to working with the City of Sandusky on this important project. If you have any questions, or need additional information, please do not hesitate to contact me at 330.572.2496 or via email [dneumeyer@gpdgroup.com](mailto:dneumeyer@gpdgroup.com).

Sincerely,

GPD Group



David Neumeyer, PE  
Project Manager

**Perkins Ave (Mill Creek Bridge to 52nd)**  
**Design Tasks**  
**City of Sandusky**  
**29-Apr-21**



Item/Task	Sheets	Project Manager	Senior Engineer	Design Engineer	Clerical/CAD Tech.	Survey PM	Total Hours
Waterline Layout/Design		36	64	65	164		329
Title Sheet	1		1		4		5
Typical Sections	2	0.5	2	12	8		22.5
Schematic	3	1	6		12		19
General Notes	4	2	8		16		26
Waterline plan/profile (Perkins Ave)	20	25	40	45	160		270
Waterline plan/profile (52nd St)	2	2.5	4	4.5	16		27
Waterline Bypass Plan (Perkins and 52nd)	22	5	11	22	44		82
MOT Notes	4	5	6	10	16		37
MOT Typical Section	1	0.5	2	4	2		8.5
MOT Detailed Phase Plans - 20 scale sheets (3 intersections)	6	3	16	32	24		75
Misc. Drainage Improvements	2	1	4	16	24		45
Water Subsummaries	8	8	16	32	16		72
Pavement Calculations	3	3	6	12	6		27
General Summary	2	2	4	8	4		18
Resurfacing Schematic Plans	11	2	8	12	22		44
Pavement Repair Details	1	0.5	2	3	8		13.5
Pavement Marking Plans - 20 scale sheets	23	11.5	23	46	46		126.5
Pavement Marking Subsummaries	2	2	4	8	4		18
Utility/Stakeholder Coordination		2	16		8		26
Qa/Qc		8	48				56
Meetings (2)		10	10				20
Cost Estimates			4	16			20
Totals	117	130.5	305	347.5	604	0	1387
Avg. Hourly Rate		\$140.00	\$115.00	\$98.00	\$70.00	\$85.00	
Fee		\$18,270.00	\$35,075.00	\$34,055.00	\$42,280.00	\$0.00	\$129,680.00
Direct Expenses ( Travel, Misc Reproduction)						\$	1,500.00
<b>Total Cost</b>							<b>\$ 131,180.00</b>





**Job Name:** Perkins Avenue Waterline - Survey  
**Location:** Sandusky, Ohio

Type of Work	Survey Group Hours									TOTAL: (Per Task)	TOTAL Fee (Per Task)	
	1-man crew	2-man crew	2-man scan crew	Field Coord.	GIS Specialist	Senior Survey Tech	Laser Scan Technician	Survey Tech	PS			
2021 Rates:	\$100.00	\$135.00	\$225.00	\$95.00	\$95.00	\$95.00	\$105.00	\$70.00	\$135.00			
Research								40			40	\$2,800.00
Control		40		20					5		65	\$7,975.00
Boundary	30					35		10	5		80	\$7,700.00
Topo (+/- 14,000')	180			20		20		120	20		360	\$32,900.00
Utilities		60				20		40	10		130	\$14,150.00
Total Hours	210	100		40		75		210	40		675	\$65,525.00
Cost:	\$21,000.00	\$13,500.00		\$3,800.00		\$7,125.00		\$14,700.00	\$5,400.00			
Total Field Survey Crew Hours:	310											
Survey Field Crew Cost:	\$34,500.00											
Materials:												
Sub Consultant Cost:												
Total Survey Project Cost:	\$65,525.00											
Fee Quoted:												
Total Man Hours:	775											
Prepared By: Travis D. McCarty												
Date: 4/28/21												
Job & Task Number: SP2021-0112												



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829

To: Eric Wobser, City Manager

From: Joshua Snyder, P.E.

Date: May 11, 2021

Subject: **Commission Agenda Item – Award the 2021 Sewer Lining Project to United Survey, Inc. of Cleveland, Ohio**

**ITEM FOR CONSIDERATION:** Legislation awarding a contract to United Survey, Inc. of Cleveland, Ohio for the 2021 Sewer Lining Project.

**BACKGROUND INFORMATION:** This project consists of sewer “slip” lining of 2422 feet of various sizes of Warren Street from Water St. to Monroe St., 360’ of 8” line on W. Monroe St. from Decatur St. to 310 W. Monroe. The City began soliciting for bids on Wednesday, April 15, 2021, with bids being due on April 30, 2021. The following six bids were received;

<b>United Survey, Inc.</b>	<b>\$270,646.00</b>	Insight Pipe Contracting	\$287,356.00
<b>Cleveland, OH</b>	<b>100% Bid Bond</b>	Harmony, PA	100% Bid Bond
<b>Alternate #1</b>	<b>\$27,428.00</b>	Alternate #1	\$31,595.00
Inland Water Pollution	\$413,920.00	Granite Inliner, LLC	\$280,246.00
Detroit, MI	100% Bid Bond	Hilliard, OH	100% Bid Bond
Alternate #1	\$47,800.00	Alternate #1	\$32,984.00
Insituform Technologies	\$295,422.00	Visu-Sewer of Ohio, LLC	\$293,953.50
Chesterland, MO	100% Bid Bond	Reynoldsburg, OH	\$332,725 Bond
Alternate #1	\$45,855.40	Alternate #1	\$38,771.50

The engineer’s estimate for the base bid was \$347,390.00, United Survey, Inc. has been determined to be the lowest and best bidder. Furthermore, after review of budgets we wish to award the alternate bid, which would allow for the additional slip lining of 463’ of 18” pipe on Scott Street, from Hancock to Franklin Streets.

The City has used Cure-In-Place Piping (CIPP) previously as a rehabilitation for pipes where staff has spent excessive amounts of time jetting and root cutting due to the condition of the pipe. These pipe segments have also proven to take on extraordinary infiltration (ground water) from the ground around them, thereby transporting additional “clear water” to the Waste Water treatment plant to be processed needlessly. Processing this clear water is an additional and unnecessary cost to sewer rate payers.

**BUDGETARY INFORMATION:** The total construction cost of the project based on bids is \$298,074.00 and will be paid with Sewer Funds.

**ACTION REQUESTED:** It is requested that legislation be approved for the 2021 Sewer Slip Lining Project to United Survey, Inc., in the amount of \$298,074.00 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 begin work to meet the September 17, 2021, project completion date.

I concur with this recommendation:

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Eric Wobser  
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Sewer Lining Project

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.

Account # 613-5446-55525

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/20/2021

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH UNITED SURVEY, INC., OF CLEVELAND, OHIO, FOR THE 2021 SEWER LINING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the 2021 Sewer Lining Project involves the “slip lining” of 2,422 linear feet of various diameter pipes on Warren Street, and 360 linear feet of 8 inch pipes on W. Monroe Street from Decatur Street to 310 W. Monroe Street; and

**WHEREAS**, the project also includes an alternate bid which provides for the additional “slip lining” of 463 linear feet of 18 inch pipe on Scott Street, from Hancock Street to Franklin Street; and

**WHEREAS**, this City Commission declared the necessity for the City to proceed with the 2021 Sewer Lining Project by Resolution No. 015-21R, passed on April 12, 2021; and

**WHEREAS**, upon public competitive bidding as required by law six (6) appropriate bids were received and the bid from United Survey, Inc., of Cleveland, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total construction cost of this project based on bids and including the Alternate bid is \$298,074.00 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 allow the contractor to begin work and completed the project by the completion deadline of September 17, 2021; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with United Survey, Inc., of Cleveland, Ohio, for the 2021 Sewer Lining Project in an amount **not to exceed** Two Hundred Ninety Eight Thousand Seventy Four and 00/100 Dollars (\$298,074.00) consistent with the bid submitted by United Survey, Inc., of Cleveland, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: May 24, 2021