



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
SEPTEMBER 13, 2021 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dave Waddington
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	M. Meinzer, W. Poole, D. Murray, D. Brady, N. Twine, D. Waddington & B. Harris
APPROVAL OF MINUTES	August 23, 2021
AUDIENCE PARTICIPATION	
SWEARING-IN OF NEW FIRE FIGHTERS	Douglas O'Donnell and Zachary Stryffeler
PUBLIC HEARING	Proposed Rezoning of 431 Columbus Avenue (Item #1 below)
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Michelle Reeder, Finance Director

ACCEPTING AMOUNTS AND RATES FOR TAX LEVIES

Budgetary Information: The city is required to accept the tax rates as determined by the Erie County Budget Commission before October 1, 2021. This approval establishes funding for 2022.

RESOLUTION NO. _____: It is requested a resolution be passed accepting the amounts and rates as determined by the Erie County Budget Commission for the FY commencing on January 1, 2022; authorizing the necessary tax levies and certifying them to the county auditor; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM B – Submitted by Aaron Klein, Director of Public Works

PAYMENT TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF STATE ROUTE 2

Budgetary Information: The total cost for the State Route 2 maintenance services for the period of July 1, 2020, through June 30, 2021 (FY '21) is \$10,743.35 and will be paid from the City of Sandusky State Highway fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to the Treasurer of State, Ohio Department of Transportation for the maintenance of State Route 2 in the City of Sandusky by the Ohio Department of Transportation for the period of July 1, 2020, through June 30, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM C – Submitted by Josh Snyder, Assistant City Engineer

CHANGE ORDER #1 AND FINAL FOR 2020 SHARED DRIVEWAY CONSTRUCTION PROJECT (DEDUCT)

Budgetary Information: Change Order No. 1 and final is a deduction of \$3,032.30 which will revise the original contract amount from \$33,077.09 to a final of \$30,044.79 and will be a savings to the real estate development fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Ed Burdue & Company, LLC of Sandusky, Ohio, for the 2020 shared driveway construction project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Arin Blair, Chief Planner

PROPOSED REZONING OF 431 COLUMBUS AVENUE

Budgetary Information: The proposed redevelopment is expected to result in increased property, income and lodging tax revenue for the city.

ORDINANCE NO. _____: It is requested an ordinance be passed amending the official zone map of the City of Sandusky to rezone Parcel No's. 56-68032.000, 56-68031.000 and 56-68034.000 located at 431 Columbus Avenue from "PF" public facilities district to "GB" general business district; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the city charter.

ITEM #2 – Submitted by Alec Ochs, Assistant Planner

CONTRACT WITH ADVANCED EXCAVATING & DEMOLITION, LLC FOR CDBG FY 2021 DEMOLITION PROJECT #1

Budgetary Information: The total cost for the asbestos abatement and demolition is \$33,500. The cost for the three demolitions will be paid with FY 2021 CDBG funds totaling \$33,500.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Advanced Excavating & Demolition, LLC of McComb, Ohio, for the CDBG FY 2021 demolition project #1; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

AGREEMENT WITH STANTEC FOR PRELIMINARY DESIGN SERVICES RELATED TO THE MILLS STREET HIGH RATE TREATMENT PROJECT

Budgetary Information: All payments for this \$410,800 contract would be initially paid with sewer funds but the city has “nominated” this project for reimbursement through a low-interest or no-interest loan from the Water Pollution Control loan fund. The formal application will be submitted in 2022 when final design and construction estimates are more accurate. Erie County would be required to pay their required share based on the sewer services agreement.

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 Stantec Consulting Services, Inc. of Cleveland, Ohio, for the Mills Street high rate treatment project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Aaron Klein, Director of Public Works

AGREEMENT WITH KS ASSOCIATES FOR CONSTRUCTION INSPECTION AND ENGINEERING SERVICES RELATED TO THE CEDAR POINT CAUSEWAY WETLANDS PROJECT

Budgetary Information: There is no impact to the city’s budget as all project activities totaling \$377,004 will be paid from on a reimbursable basis through ODNR grant funding. This award would leave sufficient grant funds for construction activities.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with KS Associates, Inc., of Elyria, Ohio, for the Cedar Point Causeway wetland project, Phase I related to the Sandusky Bay Initiative; and declaring that this ordinance shall take effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by Aaron Klein, Director of Public Works

CONTRACT WITH MARK SCHAFER EXCAVATING & TRUCKING, INC. FOR THE CEDAR POINT CAUSEWAY WETLANDS PROJECT

Budgetary Information: There is no impact to the city budget as the full contract amount totaling \$2,978,325 will be paid from on a reimbursable basis through accepted ODNR grant funding. This award would leave sufficient grant funds from inspection and construction engineering.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Mark Schaffer Excavating & Trucking, Inc. of Norwalk, Ohio, for the Cedar Point Causeway wetland project, Phase I, and relating to the Sandusky Bay initiative; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

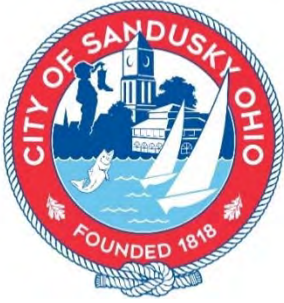
NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

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



FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: August 23, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.34 requires each taxing authority to pass an ordinance or resolution to authorize the necessary tax levies. Each such authority is to certify the levies to the county auditor before October 1st.

I am requesting a resolution accepting the amounts and rates as determined by the Erie County Budget Commission, authorizing the necessary tax levies and certifying them to the Erie County Auditor.

BUDGETARY INFORMATION:

The City is required to accept the tax rates as determined by the Erie County Budget Commission before October 1, 2021. This approval establishes funding for 2022.

ACTION REQUESTED:

It is recommended that the resolution be approved in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is due to the the deadline of October 1, 2021.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES


Ohio Revised Code Section 5705.36

Office of the Budget Commission,
Sandusky, Erie County, Ohio, August 23, 2021

To the Taxing Authority of the **City of Sandusky:**

The following is the official certificate of estimated resources for the fiscal year beginning January 1, 2022, as made by the Budget Commission of Erie County, which shall govern the total of appropriations made at any time during such fiscal year.

FUND	Unencumbered Balance January 1, 2022	Taxes	Other Sources	TOTAL
General Fund	2,240,057	1,732,385	20,188,792	24,161,234
Special Revenue Funds	8,453,563	284,776	18,188,251	26,926,590
Debt Service Funds	588,937	441,402	2,183,106	3,213,445
Capital Projects Funds	2,974,642	-	11,235,810	14,210,452
Special Assessment Funds	283,765	-	391,323	675,088
Enterprise Funds	10,466,718	-	17,331,432	27,798,150
Internal Service Funds	1,952,879	-	3,311,450	5,264,329
Fiduciary Funds	2,326,926	-	124,695	2,451,621
TOTAL	29,287,487	2,458,563	72,954,859	104,700,909


Erie County Auditor


Erie County Prosecutor


Erie County Treasurer

Erie County Budget Commission

FUND	Unencumbered Balance January 1, 2022	Taxes	Other Sources	TOTAL
General Fund	2,240,057	1,732,385	20,188,792	24,161,234
Special Revenue Funds				
216 Street Construction Maintenance & Repair	535,169		1,689,629	2,224,798
217 State Highway	143,549		102,204	245,753
218 Public Transit	-		4,217,570	4,217,570
227 Parks & Recreation	29,088		378,624	407,712
236 Fire Pension	43,354	142,388	731,952	917,694
237 Police Pension	85,547	142,388	584,715	812,650
239 State Grant	28,188		35,700	63,888
240 Coronavirus Relief	6,555,549		9,045,549	15,601,098
241 Federal Grant	218,694		964,920	1,183,614
242 Indigent Driver Alcohol	114,999		22,440	137,439
243 Enforcement & Education	18,376		3,978	22,354
244 Court Computer	182,226		19,890	202,116
245 Indigent Telephone	19,028		9,180	28,208
246 Probation Service	284,856		45,900	330,756
247 Payroll Stabilization	62,784		304,500	367,284
248 Real Estate Development	132,156		31,500	163,656
Total Special Revenue	8,453,563	284,776	18,188,251	26,926,590

FUND	Unencumbered Balance January 1, 2022	Taxes	Other Sources	TOTAL
Debt Service Funds				
535 Special Assessments	56,848		225,624	282,472
434 Bond Retirement	10,871	441,402	692,580	1,144,853
435 Urban Renewal Debt	333,763		566,202	899,965
436 Central Public Utility Fund	80,739		61,200	141,939
437 Cleveland Rd Improvement	106,716		637,500	744,216
Total Debt Service	588,937	441,402	2,183,106	3,213,445
Capital Projects Funds				
430 Capital Improvements	12,699		601,800	614,499
431 Capital Projects	2,961,943		10,634,010	13,595,953
Total Capital Projects	2,974,642	-	11,235,810	14,210,452
Special Assessment Funds				
433 Special Assessment Improvements	283,765		391,323	675,088
Total Special Assessments	283,765	-	391,323	675,088

FUND	Unencumbered Balance January 1, 2022	Taxes	Other Sources	TOTAL
Enterprise Funds				
612 Water Revenue	4,030,714		7,033,512	11,064,226
613 Sewer Revenue	6,436,004		10,297,920	16,733,924
Total Enterprise	10,466,718	-	17,331,432	27,798,150
Internal Service Funds				
701 Internal Service Fund	1,952,879		3,311,450	5,264,329
Total Internal Service	1,952,879	-	3,311,450	5,264,329
Fiduciary Funds				
863 Trust - Expendable	454,129		32,640	486,769
873 Trust - Non-expendable	244,092		20,400	264,492
876 Cemetary Endowment	681,601		41,004	722,605
880 Agency - Treasury	19,805		30,651	50,456
890 Agency -Non-treasury	927,299		-	927,299
Total Fiduciary	2,326,926	-	124,695	2,451,621

CITY OF SANDUSKY

2021 Tax year
2022 Collection year
based on 2020 Total Valuation

474,625,650

TOTAL PROPERTY TAXES TO BE COLLECTED BY LEVY			
	PER BUDGET COMMISSION	PER BUDGET SUBMITTED	VARIANCE
General	1,732,385	1,710,100	22,285
Fire Pension	142,388	141,100	1,288
Police Pension	142,388	141,100	1,288
Library Bond	441,402	425,000	16,402
TOTAL	2,458,563	2,417,300	41,263

LOCAL GOV. FUNDS TO BE COLLECTED			
	PER BUDGET COMMISSION	PER BUDGET SUBMITTED	VARIANCE
2021 Estimated Allocation	451,604	395,000	56,604

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE ERIE COUNTY BUDGET COMMISSION FOR FISCAL YEAR COMMENCING ON JANUARY 1, 2022; AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Budget Commission has certified its action regarding the amounts and rates and necessary tax levies to this Commission together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Commission and what part thereof is in excess of, and what part within, the ten-mill tax limitation; 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 meet the statutory deadline of October 1, 2021, for approval as required by O.R.C. §5705.34; and

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

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

Section 1. This City Commission approves the amounts and rates as determined by the Budget Commission in its certification to this City Commission.

Section 2. There be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied in excess of, and within, the ten-mill limitation as set forth below:

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX
APPROVED BY THE ERIE COUNTY BUDGET COMMISSION, AND THE ERIE COUNTY
AUDITOR’S ESTIMATED TAX RATES**

AMOUNTS APPROVED BY THE BUDGET COMMISSION
INSIDE 10-MILL LIMITATION

		INSIDE 10-MILL
General Fund	\$1,732,385.00	3.65
Police Pension Fund	\$ 142,388.00	.30
Fire Pension Fund	\$ 142,388.00	.30
TOTAL	\$2,017,161.00	4.25

AMOUNTS TO BE DERIVED FROM LEVIES
OUTSIDE 10-MILL LIMITATION

		OUTSIDE 10-MILL
Library - Bond Fund	\$441,402.00	.93
TOTAL	\$441,402.00	.93

Section 3. The Clerk of the City Commission be and is hereby directed to certify a copy of this Resolution to the Erie County Auditor.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 13, 2021



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: September 1, 2021

Subject: Commission Agenda Item – Maintenance of State Route 2 in Sandusky City Limits

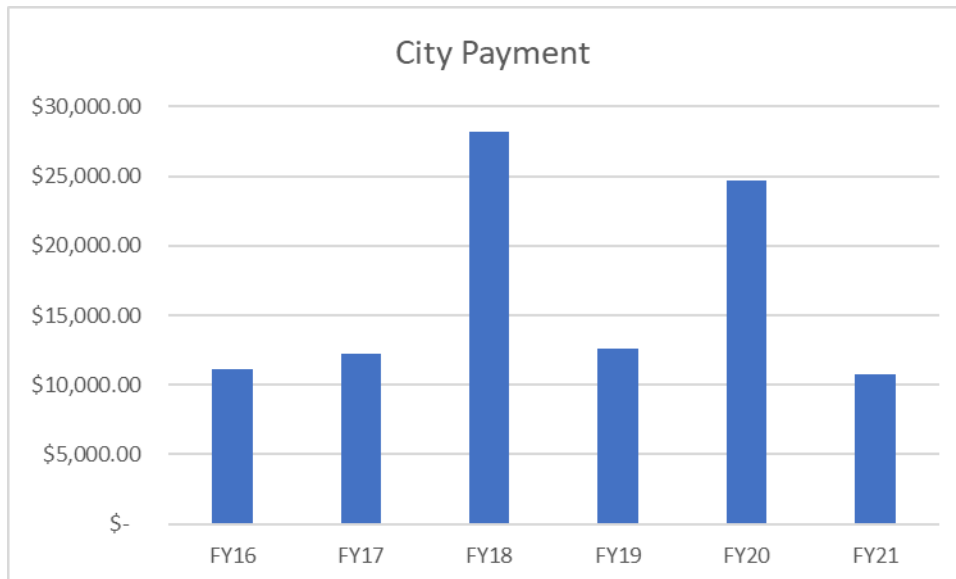
ITEM FOR CONSIDERATION: Legislation to authorize the payment to the Treasurer of State, C/O Ohio Department of Transportation (ODOT) for maintenance of State Route 2, located within the city limits, in the amount of \$10,743.35.

BACKGROUND INFORMATION: Per state law, maintenance of state routes and US routes are the responsibility of the municipality where they cross through the corporation limit. Ordinance 8203-C, passed March 27, 1978, required the City of Sandusky to annually pay ODOT for maintenance that includes but is not limited to snow plowing, drainage repair, guardrail repair, pavement patching and crack sealing.

Beginning in the late 1990s an informal arrangement was made with ODOT agreeing that the City would plow Cleveland Road from the City limits to Camp Road in Huron Township for ODOT and in return ODOT had “forgiven” the actual charges for snow and ice control costs on S.R. 2 within the City limits. In 2010, City staff worked out a new agreement with ODOT to include language that provided for this past practice of swapping of services, and in 2012 approved a similar agreement which renews annually unless either party terminates the agreement. In October 2018, Ordinance 18-191 passed containing a new modification, effective July 1, 2018, whereby the City will perform snow and ice control on 5.312 lane miles of S.R. 101 from approximately 0.2 miles south of S.R. 2 to the southern City limit, including two (2) and four (4) lane sections, instead of the previous location on Cleveland Road. ODOT will continue to brine the overhead bridge on S.R. 101 as a pre-treatment and will assist the removal of the snow along the walls. The City is to plow and salt the bridge as normal within the limits of the swap being to the south of the bridge over S.R. 2. The total cost credited by ODOT to the City for this work performed FY21 was \$24,272.13.

The fee for 7/1/20 through 6/30/21 (FY21) was \$10,743.35. Costs were higher along State Route 2 during the previous fiscal year (FY20) mainly because ODOT increased pavement patching, spot paving, partial depth repairs and reconditioning of shoulders during that timeframe. In FY19, the total cost for this work was \$17,300, but increased to \$317,000 in FY20. These variations are often the result of when the work is scheduled during the summer.

Historical Payments:



BUDGETARY INFORMATION: The total cost for the State Route 2 maintenance services for dates 7/1/20 through 6/30/21 (FY21), is \$10,743.35 and will be paid from the City of Sandusky State Highway Fund.

ACTION REQUESTED: It is recommended that proper legislation be prepared and approved to make the payment in the amount of \$10,743.35 to the Treasurer of State, C/O Department of Transportation (ODOT), for work performed 7/1/20 to 6/30/21, and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to make payment as soon as possible for services already provided and consistent with the invoice received August 25, 2021, which was due by September 10, 2021.

I concur with this recommendation:

Eric Wobser
City Manager

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



INVOICE

THE OHIO DEPARTMENT OF TRANSPORTATION

ENGINEERING

AUG 25 2021

IN ACCOUNT WITH:

SANDUSKY CITY

240 COLUMBUS AVENUE
SANDUSKY, OH 44871

ADDRESS QUESTIONS CONCERNING

THIS INVOICE TO: **CITY OF SANDUSKY**

OHIO DEPARTMENT OF TRANSPORTATION
906 NORTH CLARK AVE

ASHLAND

District - 3

(419)207-7031 Ext

(419)207-7156 Ext

COUNTY	INVOICE NO.	INVOICE DATE	PATROL REPORT	DUE DATE
	030036	8/11/2021		9/10/2021

DESCRIPTION OF WORK DONE:	UNIT	QUANTITY	UNIT PRICE	TOTAL
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Annual Maintenance Agreement for SR2, in Erie County. Period covers 07/01/2020 through 06/30/2021.

DESCRIPTION OF WORK DONE:	UNIT	QUANTITY	UNIT PRICE	TOTAL
ANNUAL MAINTENANCE AGREEMENT	YEAR	1	\$10,743.35	\$10,743.35

SUBMISSION OF THIS INVOICE TO YOUR INSURANCE COMPANY OR EMPLOYER IS YOUR RESPONSIBILITY
FOR VISA/MASTERCARD PAYMENT PLEASE CALL THE ABOVE DISTRICT OFFICE FOR DETAILS

TOTAL AMOUNT DUE \$10,743.35



PLEASE RETURN BOTTOM PORTION OF INVOICE WITH PAYMENT



MAKE CHECKS PAYABLE TO:

TREASURER OF STATE
C/O DEPARTMENT OF TRANSPORTATION

INVOICE NUMBER:

030036

REMIT TO:

OFFICE OF BUDGET AND FORECASTING
1980 WEST BROAD STREET, 4th FLOOR
COLUMBUS, OH 43223
ATTN: ACCOUNTS RECEIVABLE 2130

TOTAL DUE:

\$10,743.35

DUE DATE:

9/10/2021

Annual Lane Mile Reimbursement

For the City of Sandusky

State Route 2 in Erie County

FY21 - From 7/1/20 to 6/30/2021

	To	From	Center line Miles				
City corporation Limits - ERI SR2	3.706	4.761	1.055	4	Lanes	4.22	Lane miles
City corporation Limits - ERI US6 west jct - RAMPS				1	ramps	2.4	Lane miles
					city lane miles	6.62	
Erie County ODOT Responsibility for Route 2	0.00	30.56	30.56	4	Lanes	122.24	Lane miles
RAMPS					ramps	19.92	
Erie County ODOT Responsibility, Total Lane Miles SR2						142.16	Lane miles
Erie County ODOT Responsibility, Total snow and ice Lane Miles						386.21	Lane miles
Direct Snow and Ice cost for Erie County ODOT						\$1,230,202.17	
Erie County ODOT Responsibility, Total Lane Miles						386.21	
Total Snow and Ice Cost Per Lane Mile for Erie County ODOT						\$3,185.32	TRADED
Direct Maintenance Cost for Route 2 in Erie County						\$230,706.21	
Erie County ODOT Responsibility for State Route 2						142.16	
Total Maintenance Cost Per Lane Mile for Route 2 in Erie County						\$1,622.86	
Direct Snow and Ice Cost Per Lane Mile for Erie County ODOT						\$3,185.32	
City of Sandusky Lane Miles on Route 2						6.62	
City of Sandusky cost for Snow and Ice						\$21,086.81	TRADED
Direct Maintenance Cost Per Lane Mile for Route 2 in Erie County						\$1,622.86	
City of Sandusky Lane Miles on State Route 2						6.62	
City of Sandusky cost for Maintenance						\$10,743.35	
Total Reimbursement for FY21						\$10,743.35	

CERTIFICATE OF FUNDS

In the Matter of: ODOT State Route 2 Maintenance

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 # 217-6220-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/9/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO THE TREASURER OF STATE, OHIO DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROUTE 2 IN THE CITY OF SANDUSKY BY THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE PERIOD OF JULY 1, 2020, THROUGH JUNE 30, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky consented to the maintenance of State Route 2 within the corporate limits of the City that may include but is not limited to snow plowing, drainage repair, guardrail and pavement patching and crack sealing by the Ohio Department of Transportation by Ordinance 8203-C, passed on March 27, 1978, and further agreed to annually pay the Ohio Department of Transportation for said services; and

WHEREAS, since the late 1990's the City has plowed Cleveland Road from the City Limits to Camp Road in Huron Township for the Ohio Department of Transportation and in return ODOT had "forgiven" the actual charges for snow and ice control costs on S.R. 2 within the City limits for which ODOT provides service in addition to the routine maintenance; and

WHEREAS, in 2010 the City and the Ohio Department of Transportation approved a new agreement that included language to reflect the current arrangement and changed the term of the agreement to coincide with ODOT's fiscal year which ends on June 30th and subsequently a similar agreement was approved by the City Commission in 2012; and

WHEREAS, in September of 2018, ODOT proposed a new modification to the agreement whereby the City will perform snow and ice control on a section of S.R. 101 instead of the previous section located on Cleveland Road and this City Commission approved this amendment by Ordinance No. 18-191, passed on October 9, 2018, and this agreement renews annually unless either party determines to terminate the agreement; and

WHEREAS, the cost for maintenance services for the period of July 1, 2020, through June 30, 2021, is \$10,743.35 and will be paid with the City's State Highway Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow payment to be made to the Treasurer of State, Ohio Department of Transportation as soon as possible for services already provided and consistent with the invoice received on August 25, 2021, which was due on September 10, 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. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to the Treasurer of State, Department of Transportation for the maintenance of State Route 2 for the period of July 1, 2020, through June 30, 2021, in an amount **not to exceed** Ten Thousand Seven Hundred Forty Three and 35/100 Dollars (\$10,743.35), consistent with the invoice received by the City.

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

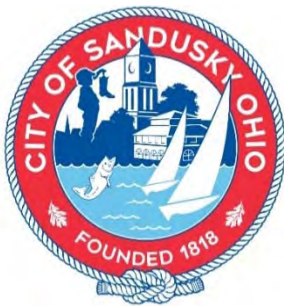
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 13, 2021



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: August 31, 2021

Subject: **Commission Agenda Item Change order #1 and Final on the 2020 Shared Driveway Construction Project**

ITEM FOR CONSIDERATION: Requesting legislation approving Change Order No. 1 & Final for the 2020 Shared Driveway Construction Project

BACKGROUND INFORMATION: This project was awarded to Ed Burdue & Co., LLC of Sandusky, OH, at the September 28, 2020 city commission meeting per ordinance 20-143 in the amount of \$33,077.09.

This project provided for a shared private driveway to allow access to all parcels sold to private individuals.

Change Order No. 1 and Final, is a deduct in the amount of \$3,032.30, representing the contractual amount for unperformed "Contingency items" awarded. See attached pay app #1 & Final as a summary sheet of all quantities and differences between bid and actual quantities.

BUDGETARY INFORMATION: Change Order No. 1 and final is a deduction of \$3,032.30, which will revise the original contract amount from \$33,077.09 to a final of \$30,044.79, and will be a savings to the Real Estate Development Fund.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 and Final for a reduction in work quantities for the 2020 Shared Driveway Construction Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for labor and material used to complete the project.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Interim Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

City of Sandusky
Department of Public Works
Division of Engineering Services
2020 Shared Driveway Construction Project

CHANGE ORDER #1 & FINAL

Item No.	Items	Units	Bid Qty	Actual Qty	Unit Cost	Total Bid Cost	Total Actual Cost	+/-
203	Excavation	CY	164.35	164.35	\$10.00	\$ 1,643.50	\$ 1,643.50	\$ -
203	Compaction & Fabric	SY	169.62	169.62	\$1.00	\$ 169.62	\$ 169.62	\$ -
203	Saw Cut	l.f.	512.00	100.00	\$1.50	\$ 768.00	\$ 150.00	\$ (618.00)
254	Pavement Planing - butt joints	S.Y.	100.00		\$0.00	\$ -	\$ -	\$ -
304	Aggregate Base	CY	75.85	75.85	\$36.00	\$ 2,730.60	\$ 2,730.60	\$ -
407	Tack Coat	GAL	45.51	45.51	\$2.15	\$ 97.85	\$ 97.85	\$ (0.00)
301	Asphalt Pavement (4") - base	CY	50.57	53.00	\$200.00	\$ 10,114.00	\$ 10,600.00	\$ 486.00
448	Asphalt Pavement (3") -top	CY	37.93	34.78	\$204.00	\$ 7,737.72	\$ 7,095.12	\$ (642.60)
607	4" Sidewalks	SF	0.00	83.00	\$8.50	\$ -	\$ 705.50	\$ 705.50
608	6" Sidewalks	SF	84.00	160.00	\$10.20	\$ 856.80	\$ 1,632.00	\$ 775.20
608	6" Concrete driveway approach,	SF	185.00	158.00	\$10.20	\$ 1,887.00	\$ 1,611.60	\$ (275.40)
614	Maint. Traffic	Lump	1	1	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -
630	Street Signs, inc. post	Ea	2	0	\$250.00	\$ 500.00	\$ -	\$ (500.00)
653/411	4" Topsoil/aggregate backfill	CY	6.32	15.00	\$50.00	\$ 316.00	\$ 750.00	\$ 434.00
659	Seed & Mulch - 1' off each side	SY	56.89	80.00	\$4.50	\$ 256.00	\$ 360.00	\$ 104.00
	CONST. CONTINGENCIES	Lump	1		\$3,500	\$ 3,500.00	\$ -	\$ (3,500.00)
Total Base						\$ 33,077.09	\$ 30,095.79	\$ (3,031.30)

Contractor:

City:

Edward Cantone

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY ED BURDUE & CO. LLC, OF SANDUSKY, OHIO, FOR THE 2020 SHARED DRIVEWAY CONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon interest in constructing residential housing in and around the downtown area and more specifically, in the City owned property at 430 E. Market Street, formerly part of the Sandusky Cabinets property, the City began to explore the idea of constructing a rear alleyway off Franklin Street to accommodate new residential structures on E. Market Street between Franklin Street and Warren Street; and

WHEREAS, it was decided that in order to create similarly sized, new residential lots through the re-platting process and to install a new shared private alleyway, memorialized through easements, it would be exponentially easier with common ownership of all the real estate; and

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, are being re-platted to create five (5) residential lots; and

WHEREAS, the 2020 Shared Driveway Construction Project involved excavation of existing earthen material, placement and leveling of stone aggregate sub-base, and multiple layers of asphalt pavement creating a surface for the shared driveway for all adjacent parcels to use; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed 2020 Shared Driveway Construction Project by Resolution No. 032-20R, passed on August 24, 2020; and

WHEREAS, this City Commission approved the awarding of the contract to Ed Burdue & Co. LLC, of Sandusky, Ohio, for work to be performed for the 2020 Shared Driveway Construction Project by Ordinance No. 20-143, passed on September 28, 2020; and

WHEREAS, this First & Final Change Order reflects the actual work performed and actual quantities used in the field by the contractor and the unused contingency amount; and

WHEREAS, the original contract with Ed Burdue & Co. LLC, of Sandusky, Ohio, was \$33,077.09, and with the **deduction** of this First & Final Change Order in the amount of \$3,032.30, the final contract cost is \$30,044.79 which will be a savings to 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 make payment to the contractor for work already performed and materials used and to close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the 2020 Shared Driveway Construction Project and to **deduct** from the contract amount the sum of Three Thousand Thirty Two and 30/100 Dollars (\$3,032.30) resulting in the final contract cost of Thirty Thousand Forty Four and 79/100 Dollars (\$30,044.79) with Ed Burdue & Co. LLC, of Sandusky, Ohio.

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

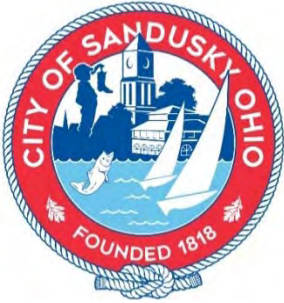
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 13, 2021



DEPARTMENT of COMMUNITY DEVELOPMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5973
www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Arin Blair, Chief Planner

Date: September 1, 2021

Subject: September 13 Commission Agenda Item –Application for an amendment to the zoning map for parcels 56-68032.000, 56-68031.000, 56-68034.000 (431 Columbus Avenue).

Item for Consideration: Application for an amendment to the zoning map for parcels 56-68032.000, 56-68031.000, 56-68034.000. This rezoning from "PF" - Public Facilities to "GB" – General Business

Purpose: The Bicentennial Vision/ Comprehensive Plan outlines the citywide development for the next ten (10) years. In general, zoning amendments should align with the proposed land uses stated in a Comprehensive Plan. Therefore, the Comprehensive Plan is utilized by staff as one factor when evaluating proposed amendments.

Background Information: Michael Cox, on behalf of The Commodore at Sandusky Bay, LLC, has applied for a rezoning of property from "PF" – Public Facilities to "GB" – General Business. Currently, all contiguous parcels and the adjacent parcels across Columbus Avenue are zoned General Business. The applicant is proposing to rezone the property so that 10,000 sq. ft. of space within the former church building can be used for transient rental units, targeting group travel and to host large events such as weddings. The applicant plans to use approx. 5,000 sq. ft. for retail and business operations including adult art classes and the sale of local art. The remaining space will be used for office space and storage. The walkability to the downtown district makes the sight easily connected and desirable. Staff examined the City's Bicentennial Vision Comprehensive Plan as it relates to this area and we believe that this rezoning could offer great potential towards building community, increasing connectivity, and helping shape Sandusky as a destination city.

At their regularly scheduled meeting, held on June 23rd, 2021, Planning Commission recommended approval of the rezoning. The rezoning to "GB" General Business will provide flexibility for the site to become part of the vibrancy and mix of uses on Columbus Avenue while matching the zoning district of surrounding properties.

Correlation to the Comprehensive Plan:

According to the City's Bicentennial Vision Comprehensive Plan, this neighborhood had several strong recommendations that could be addressed by this rezoning. The Bicentennial Comprehensive Plan outlines a number of priorities for the neighborhood. Some of the priorities related to this site are:

- 1) Repurpose Vacant Buildings: Target redevelopment efforts toward repurposing vacant buildings, including the upper floors of buildings that are only occupied on the first floor, to create mixed-use office, residential, retail and hospitality opportunities within the city, particularly downtown

- 2) Support the development and rehabilitation of a variety of housing types that meet the needs of current and future residents including: rehabilitated homes, townhomes, new in-fill single family housing, upper floor condos and lofts, affordable housing, senior housing, permanent supportive housing, assisted living, and short-term transient rental

Budgetary Impact:

The proposed redevelopment is expected to result in increased property, income and lodging tax revenue for the city.

Action Requested: It is requested that City Commission approve the proposed amendment to the zoning map, rezoning parcels 56-68032.000, 56-68031.000, 56-68034.000 from "PF" - Public Facilities to "GB" – General Business. It is requested that this ordinance take effect under Section 13 of the City Charter.

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Director of Community Development

cc: Kelly Kresser, Interim Clerk of City Commission
Michelle Reeder, Finance Director
Brendan Heil, Law Director



PLANNING COMMISSION

Application for Zoning Map Amendment

Department of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

APPLICANT/AGENT INFORMATION:

Property Owner Name: The Commodore at Sandusky Bay, LLC

Property Owner Address: 431 Columbus Avenue, Sandusky

Property Owner Telephone: 614-562-0945

Email: mcoxattorney@gmail.com

Authorized Agent Name: Michael T. Cox

Authorized Agent Address: 4930 Reed Road, Suite 200, Columbus, Ohio 43220

Authorized Agent Telephone: 614-562-0945

Email: mcoxattorney@gmail.com

LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address: 431 Columbus Avenue, Sandusky

Legal Description of Property (check property deed for description):

See Attached Ex A

Parcel Number: 56-68032.000; 56-68031.000; 56-68034.000

Zoning District: PF

DETAILED SITE INFORMATION:

Land Area of Property: .7954 Acres Total/Combined

Total Building Coverage (of each existing building on property):

Building #1: Apx. 10,000 (in sq. ft.)

Building #2: _____

Building #3: _____

Additional: _____

Total Building Coverage (as % of lot area): 31.5%

Gross Floor Area of Building(s) on Property (separate out the square footage of different uses – for example, 800 sq. ft. is retail space and 500 sq. ft. is storage space:

10,000 Sq. Feet Transient and Event Rental; 5,000 Sq. Feet Retail/Educational; 5,000 Storage/ Professional Office/Rental and Retail Support (See Exhibit B)

Proposed Building Height (for any new construction): N/A

Number of Dwelling Units (if applicable): 8-10 Transient

Number of Off-Street Parking Spaces Provided: 45

Parking Area Coverage (including driveways): Apx. 20,000 (in sq. ft.)

Landscaped Area: 5,000 (in sq. ft.)

Requested Zoning District Classification: GB

APPLICATION AUTHORIZATION:

If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.



Signature of Owner or Agent5/26/21

Date**PERMISSION TO ACT AS AUTHORIZED AGENT:**

As owner of 431 Columbus Avenue (municipal street address of property), I hereby authorize Michael T. Cox to act on my behalf during the Planning Commission approval process.



Signature of Property Owner5/26/21

Date**REQUIRED SUBMITTALS:**

15 copies of a site plan/off-street parking plan for property
1 copy of the deed or legal description for property
\$300.00 application fee

STAFF USE ONLY:

Date Application Accepted: _____ Permit Number: _____

Date of Planning Commission Meeting: _____

Planning Commission File Number: _____

EXHIBIT A

Order No.: 600210160

For APN/Parcel ID(s): 56-68034.000, 56-68031.000 and 56-68032.000

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

PARCEL 1: Being Lots Thirteen (13) and Fifteen (15) on Columbus Avenue, excepting therefrom the northerly one (1) rod of Lot Number Thirteen (13).

PARCEL 2: The southerly one-half (1/2) of Lot Number Eleven (11) and the northerly one (1) rod of Lot Number Thirteen (13) on Columbus Avenue, in said City. Also that part of Lot Number Eleven (11) on Columbus Avenue, bounded and described as follows: Commencing in the east and west line of said lot, at a point twelve (12) feet easterly from the west line of said lot; running thence easterly parallel with the north line of said lot, six (6) feet; thence northerly parallel with the west line of said lot, two (2) feet; thence westerly parallel with the north line of said lot, six and seven tenths (6.7) feet to the easterly line of a right of way; thence southeasterly along the easterly line of said right of way, two and twelve hundredths (2.12) feet to the place of beginning.

PARCEL 3: Being the east thirty-three (33) feet of Lot Number Twenty-one (21) Jackson Street.

EXHIBIT B

Statement of Reason for Zoning Map Amendment

The interior will receive minimal structural modifications. The exterior will receive no structural modifications.

The interior floor plan already provides for up to 9 transient rentals with common bathrooms. The target guest will be large group travel. Several families visiting Cedar Point, downtown Sandusky, or the islands together will be able to stay under a single roof with shared common areas near Sandusky's downtown retail and business district. Additionally, teams visiting Sports Force Park will be able to stay in the same location streamlining logistics and bringing groups of 8-20 to the heart of downtown Sandusky. By targeting large groups check-in/check-out dates will be coordinated minimizing turnover.

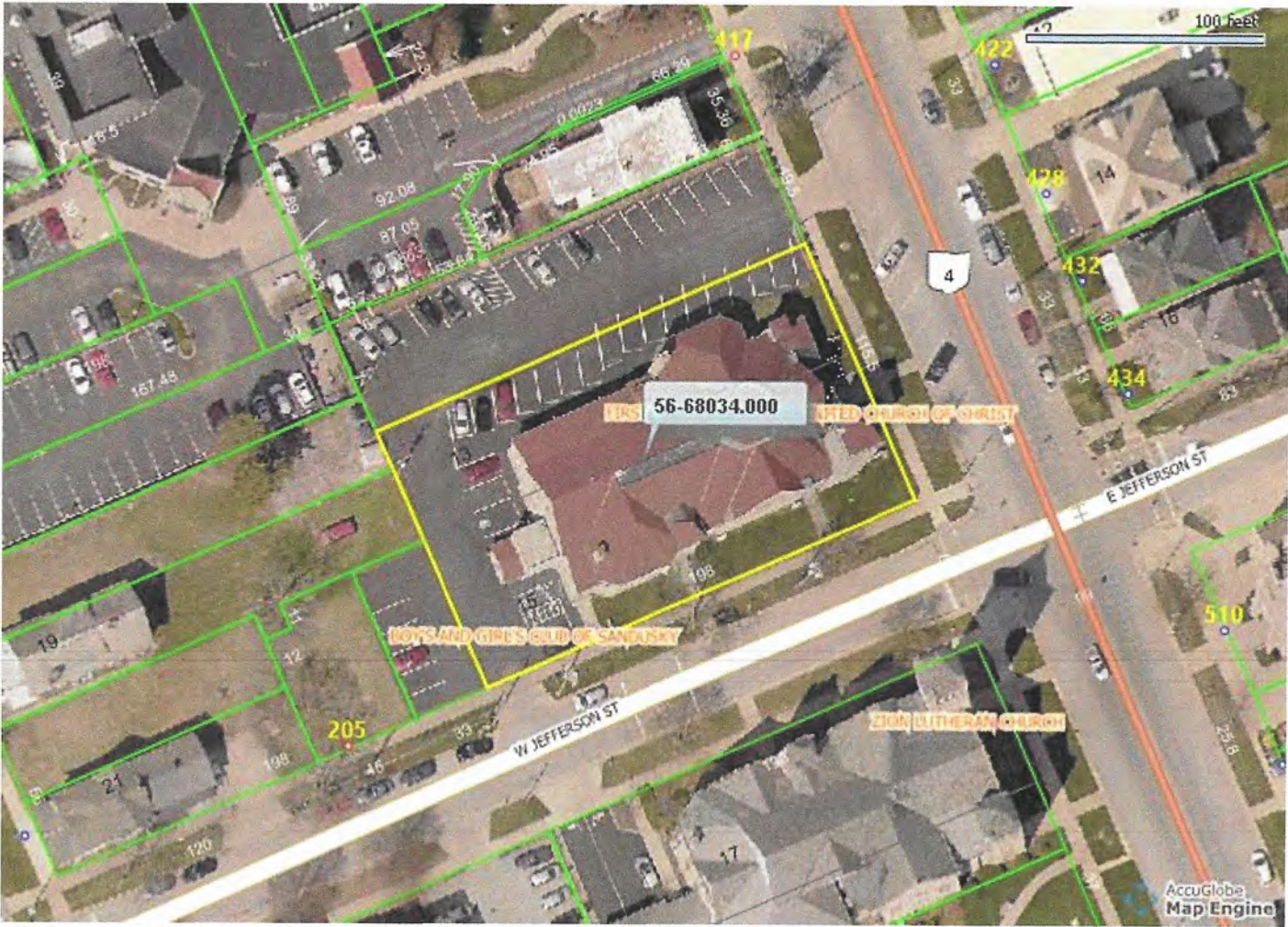
Weddings and events can also utilize the sanctuary, which will remain in its current state other than perhaps reorganizing the seating layout, and stay on premises.

Areas not incorporated in the transient rental area will house a retail and business operation. Newly formed "Monet by the Bay" will offer children's and adult art classes as well as offer local art for sale. The business will be operated by a co-owner of the property, Jacquelyn Cox.

The remaining areas will serve the above-referenced businesses, potentially provide office space, and storage.

Current Public Facilities designation does not allow for the building to be placed in the aforementioned commercial use. General Business places the property in line with surrounding properties, several of which were converted from Public Facilities or similar designations over time.

Erie County GIS



Notes

The Commodore at Sandusky Bay, LLC
Site Plan
Includes Lots Directly North of Structure on Columbus
Avenue and West of Structure on West Jefferson Street

TRANSFERRED

in Compliance with sections
319-202 and 322-02 of the
Ohio Revised Code

Fee: \$225.00
Exempt:
R.E. Transfer Fee: \$675.00
Richard H. Jeffrey
Erie County Auditor
Trans. Fees: : \$2.50
Date: Apr 08, 2021 by LJ
eFile#: 17645745

CORPORATE GENERAL WARRANTY DEED

THE FIRST CONGREGATIONAL CHURCH SOCIETY OF SANDUSKY (AS TO PARCEL 1); AND THE FIRST CONGREGATIONAL CHURCH OF SANDUSKY, OHIO, AKA FIRST CONGREGATIONAL UNITED CHURCH OF CHRIST OF SANDUSKY OHIO (AS TO PARCELS 2 AND 3), for valuable consideration paid, grant to THE COMMODORE AT SANDUSKY BAY, LLC, AN OHIO LIMITED LIABILITY COMPANY, whose tax mailing address is 431 Columbus Avenue, Sandusky, Ohio 44870, the following real property:

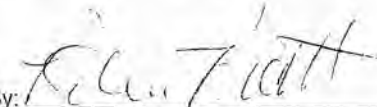
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

<u>Permanent Parcel Nos.:</u>	56-68034.000, 56-68031.000 and 56-68032.000
<u>Prior Deed Reference:</u>	61 D 411; 360 D 23; and 355 D 466 Erie County, Ohio Deed Records

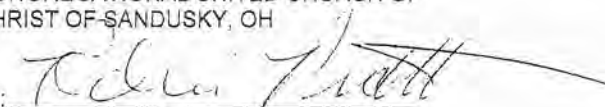
These premises are transferred with general warranty covenants, excepting all taxes and assessments, both general and special, from the date of the recordation of this deed and thereafter, which Grantee assumes and agrees to pay, easements, restrictions and reservations of record and zoning ordinances, if any.

IN WITNESS WHEREOF, the said corporations have caused their corporate names to be hereunto subscribed and their corporate seals hereunto affixed by **ROBIN PRATT, CONSULTANT TO LEADERSHIP TEAM**, under authorization by Resolutions of their Board of Directors, this 7th day of April, 2021.

THE FIRST CONGREGATIONAL
CHURCH SOCIETY OF SANDUSKY

By: 
Robin Pratt, Consultant to
Leadership Team

THE FIRST CONGREGATIONAL CHURCH OF
SANDUSKY, OHIO, AKA FIRST
CONGREGATIONAL UNITED CHURCH OF
CHRIST OF SANDUSKY, OH

By: 
Robin Pratt, Consultant to
Leadership Team

STATE OF OHIO, COUNTY OF ERIE: ss

The foregoing instrument was acknowledged before me, this 17th day of April, 2020, by ROBIN PRATT, CONSULTANT TO LEADERSHIP TEAM, THE FIRST CONGREGATIONAL CHURCH SOCIETY OF SANDUSKY AND THE FIRST CONGREGATIONAL CHURCH OF SANDUSKY, OHIO, AKA FIRST CONGREGATIONAL UNITED CHURCH OF CHRIST OF SANDUSKY, OH.

Kim M. Howard
Notary Public



KIM M. HOWARD
NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
April 7, 2024

EXHIBIT A

Order No.: 600210160

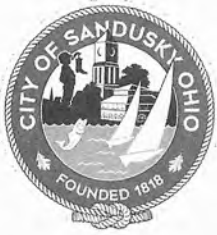
For APN/Parcel ID(s): 56-68034.000, 56-68031.000 and 56-68032.000

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

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PARCEL 3: Being the east thirty-three (33) feet of Lot Number Twenty-one (21) Jackson Street.



City of Sandusky
240 Columbus Avenue
Sandusky, Ohio 44870

EXT. RECEIPT NUMBER

6438

Paid By

MICHAEL COX

Date Paid: 05/26/2021

Transaction Property Address	Record Type	Record #	Description Invoice Number	Amount
00084916 431 COLUMBUS	PZE Process	PRZ21-0003	Rezoning 00084796	\$ 300.00

Total \$ 300.00

Cash

Check \$ 300.00

Check # 1094

Credit

Tendered \$ 300.00

Change \$ 0.00

Payments made using a credit card or debit card will incur a 2.5% processing fee (minimum of \$2.00), assessed by Point and Pay, the city's electronic payment processing vendor.

CITY OF SANDUSKY, OHIO
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION

PLANNING COMMISSION REPORT

APPLICATION FOR MAP AN AMENDMENT TO THE
ZONING MAP FOR 431 COLUMBUS AVE. (PARCELS
56-68032.000, 56-68031.000, 56-68034.000)

Reference Number: PRZ21-0004

Date of Report: June 16, 2021

Report Author: Alec Ochs



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

Michael Cox, on behalf of the Commodore at Sandusky Bay, LLC, has applied for a rezoning of property from “PF” – Public Facilities to “GB” – General Business. The following information is relevant to this application:

Applicant / Owner: The Commodore at Sandusky Bay, LLC / Michael Cox
4930 Reed Rd. #200
Columbus, Ohio 43220

Site Location: 431 Columbus Ave. / PARCELS 58-68032.000, 58-68031.000, 56-68034.000

Current Zoning: “PF” Public Facilities

Surrounding Zoning: North- “GB” General Business/ Use: Residential
East- “GB” Single Family Residential / Use: Residential
“GB” general Business / Use: Business
South- “PF” Public Facilities: Church
West- “GB” General Business / Use: Residential

Existing Use: Vacant / Former Church

Proposed Zoning: “GB” General Business

Applicable Plans & Regulations: City of Sandusky Bicentennial Comprehensive Plan
City of Sandusky Planning and Zoning Code Chapters:
1123 Public Facilities
1133 General Business

SITE DESCRIPTION

The subject property is currently located within a “PF” Public Facilities District. The subject property is adjacent to “GB” Public Facilities zoned parcels on the North, East, and West, and “PF” Public Facilities located to the South.

Subject Parcels Outlined in Red:



Zone Map Setbacks



PUD - Planned Unit Development



Parcels



TRO - Transient Rental Overlay



Zoning

- AG - Agriculture
- CA - Commercial Amusement
- CR - Commercial Recreation
- CS - Commercial Service
- DBD - Downtown Business
- GB - General Business
- GM - General MANufacturing
- LB - Local Business
- LM - Local Manufacturing
- P - Auto Parking

- PF - Public Facilities
- R1-40 - Single Family Residential
- R1-50 - Single Family Residential
- R1-60 - Single Family Residential
- R1-75 - Single Family Residential
- R2F Two-Family Residential
- RB - Roadside Business
- RMF - Multi-Family Residential
- RRB - Residential/Business
- RS - Residential Suburban



Photo of site



PLANNING DEPARTMENT COMMENTS

This parcel is mostly adjacent to parcels zoned General Business, and Public facilities to the South. The applicant is proposing the rezoning of this land as they look to transform the existing church into rentable rooms, office space and business space.

According to the City's Bicentennial Vision Comprehensive Plan, this neighborhood had several strong recommendations that could be addressed by this rezoning.

The Bicentennial Comprehensive Plan outlines a number of priorities for the neighborhood. Some of the priorities related to this site are:

- 1) Repurpose Vacant Buildings: Target redevelopment efforts toward repurposing vacant buildings, including the upper floors of buildings that are only occupied on the first floor, to create mixed-use office, residential, retail and hospitality opportunities within the city, particularly downtown
- 2) Support the development and rehabilitation of a variety of housing types that meet the needs of current and future residents including: rehabilitated homes, townhomes, new in-fill single family housing, upper floor condos and lofts, affordable housing, senior housing, permanent supportive housing, assisted living, and short-term transient rental

Following the loss of a religious institution such as First Congregational United Church of Christ, the proposed reuse of the property could offer great opportunity for the neighborhood and Sandusky. The applicant is proposing to rezone the property so that 10,000 sq. ft. can be used for transient rental spaces, targeting group travel and host large events such as weddings. The applicant plans to use approx. 5,000 sq. ft. for retail and business operations including adult art classes and the sale of local art. The remaining space will be used for office space and storage. The walkability to the downtown district makes the sight easily connected and desirable.

As of 2019, there had been 6,800 religious buildings sold in the United States over the previous five years.* This trend, while disheartening is also playing out at the local level with various religious buildings being up for sale recently, or currently. Staff believes it is important to be reminded that the property directly to the south of this property is zoned for Public Facilities and used as a church.

Staff examined the City's Bicentennial Vision Comprehensive Plan as it relates to this area and we believe that this rezoning could offer great potential towards developing human capital, connectivity, and help shape Sandusky as a destination city.

The rezoning to "GB" General Business is to provide a flexibility for the future site, matching surrounding zoning while also accomplishing the goal of transient occupancy.

The property is on the National register of Historic Places and falls under the purview of the Landmark Preservation Ordinance. Any changes to the exterior or new construction will need to be approved by the City Landmark Commission.

Chapter 1113 Amendments, of the Zoning Code states that the Zoning Map may be amended periodically in order to keep it abreast of new zoning techniques, as well as when the following general conditions arise:

- (1) Whenever a general hardship prevails throughout a given district;
- (2) Whenever a change occurs in land use, transportation, or other sociological trends, either within or surrounding the community; and
- (3) Whenever extensive developments are proposed that do not comply but would be in the public interest.

Understanding the goals set for this area by the city's Comprehensive Plan and the reasons previously stated in this report staff believes the rezoning could satisfy the above conditions.

ENGINEERING STAFF COMMENTS

The City Engineer has reviewed the proposed zoning amendment and we have not received objections at the time of writing the report.

BUILDING STAFF COMMENTS

The City Building Official has reviewed the proposed zone map amendment and has no objections to the proposed rezoning.

POLICE DEPARTMENT COMMENTS

The City Police Chief has reviewed the proposed zone map amendment.

FIRE DEPARTMENT COMMENTS

The City Fire Chief has reviewed the proposed zone map amendment and we have not received objects at the time of writing the report.

CONCLUSION/RECOMMENDATION

In conclusion, staff continues recommends the approval of the proposed amendment to the Zoning Map for 431 Columbus Ave. (Parcels 58-68032.000, 58-68031.000, 58-68034.000).

Planning Commission
June 23, 2021
Meeting Minutes

Meeting called to order:

Chairman Dennis Murray called the meeting to order at 5:08pm. The following members were present: Mike Zuilhof, Jim Jackson, Conor Whelan, and David Miller. Mr. McGory and Ms. Castile were absent. Alec Ochs and Thomas Horsman represented the Community Development Department, Brendan Heil represented the Law Department, and Josh Snyder represented the Engineering Department. Clerk Kristen Barone, Chief Planner Arin Blair, and Community Development Director Jonathan Holody were also present.

Approval of minutes from the April 28, 2021 meeting:

Mr. Zuilhof made a motion to approve the minutes as submitted and Mr. Miller seconded. All voting members were in favor of the motion.

Introduction to new staff:

Community Development Director Jonathan Holody introduced Assistant Planner Alec Ochs and Chief Planner Arin Blair, who both recently started working in the Planning Division and will be working closely with the Planning Commission.

Public Hearing:

1. **Michael Cox, on behalf of the Commodore at Sandusky Bay, LLC, has submitted an application for an amendment to the zoning map for 431 Columbus Avenue (parcels 58-68032.000, 58-68031.000, 58-68034.000). The application is to rezone the site from "PF" Public Facilities to "GB" General Business.**

Mr. Ochs stated that many of the properties surrounding this property are zoned as General Business except for the parcel to the south which is a church. 431 Columbus Avenue used to be a church but is currently vacant. The applicant wants to rezone the property to use it for transient rental use, office space, and also for a business use. According to the City's Bicentennial Vision Comprehensive Plan, this neighborhood had several strong recommendations that could be addressed by this rezoning and includes repurposing vacant buildings to create mixed uses and supports the development and rehabilitation of housing types. Staff recommends approval of the proposed amendment to the zoning map.

Applicants Michael and Jackie Cox stated that they had an interest in the building due to the architecture and do not plan to change anything on the exterior. He said that they would like to host larger groups such as sports teams playing at Sports Force, families on vacation in the area, and wedding parties. Jackie said that her father was an art teacher at Perkins Local Schools and so she would like to hold art classes for all ages at this location including stain glass, pottery, and yoga.

Thomas Bodner of 432 Columbus Avenue stated that he is glad to see the applicants are interested in repurposing this building and think that what they want to rezone it as fits well with the area.

Mr. Miller made a motion to approve the application and Mr. Zuilhof seconded the motion. All voting members were in favor.

Old Business:

1. **An amendment to the City of Sandusky Planning & Zoning Code Chapter 1157 (Floodplain Administration).**

Mr. Murray reminded the Planning Commission members that this item was postponed at the last meeting and asked if there were additional comments.

Mr. Zuilhof stated that he believes there were other corrections to the legislation that were made that have not yet been discussed regarding the 1% chance in every instance rather than a single instance that was in the original draft. He also asked if any other members have been influenced by the recent flooding event and on the the latest revision he said he was pleased that the wording was to be specific on any request for a variance from the elevation requirements, but he does not think it was addressed to be specific on other requests for a variance and so the wording invites a blanket exception from the ordinance.

Mr. Miller stated that he still believes there should be some freeboard requirement, especially since there has been some recent flooding. He said that he thinks there might be people that move into the area that are not aware of past floods and not know what they are getting themselves into if there were no freeboard requirement.

Mr. Whelan stated that he is comfortable with what FEMA and staff are comfortable with.

Mr. Jackson stated that with his recent knee replacement, he has not been able to do the research he wanted to do and not prepared to vote.

Mr. Heil stated that generally speaking a motion needs the majority of the board to be in favor for a motion to pass.

Mr. Miller asked if staff could explain again how the floodplain maps have been adjusted to compensate for wave action.

Mr. Snyder stated that when the new map comes out, there is a new zone (new to Sandusky) that does address wave action inland from the edge of the water.

Mr. Miller asked Mr. Snyder if he would be correct in stating that dropping the two foot freeboard, would be compensated by the soon to be seen new zone in the floodplain map.

Mr. Snyder stated that is correct with the caveat that the wave action zone is only a portion of the entire flood hazard area and does not cover all areas like the two foot freeboard does.

Mr. Zuilhof made a motion continue discussion until the next meeting and Mr. Miller seconded. All voting members were in favor of the motion.

New Business:

- 1. OSPOITS, on behalf of Cedar Point Park, LLC, has submitted a Site Plan Application for 2701 Cleveland Road.**

Mr. Murray stated that this applicant has asked for this application to be postponed until the next meeting.

- 2. GW Contractors, on behalf of Safe Harbor Marinas, has submitted a Site Plan Application for 1 Huron Street.**

Mr. Ochs stated that this property currently contains three buildings. The proposed storage building will be about 30,000 sq. ft., and the proposed amenities building will be about 3,500 sq. ft. According to the requirements in Section 1149.05 of the Zoning Code, marinas must provide two parking spaces per three boat slips. No boat slips will be added but some parking will be removed for the new storage building. It is estimated that the site will still have approximately 415 parking spaces. It is estimated that 350 parking spaces are needed to meet the boat slip requirement. The addition of the office/lounge space will require another 29 spaces. Based on these estimates, no further parking is needed if the new storage building does not require new parking spaces. In accordance with 1149.04: parking requirements for storage or warehousing may be waived by the Planning Commission.

Mr. Zuilhof stated that he has heard from a couple of people that there are some things including a fence and keypad that encroaches onto the right of the way and he is not sure if there is something in place that has permitted those things to be there, but since those items are on this site plan, he wants to make sure that approval of this site plan is not waiving any other things on this site plan that may not be nonconforming.

Mr. Miller made a motion to approve the application and Mr. Whelan seconded. All voting members were in favor.

Meeting Adjourned:

Mr. Miller made a motion to adjourn. The meeting ended at 6:06pm.

Next Meeting:

July 28, 2021 at 5:00pm.

Approved:

Kristen Barone

Kristen Barone, Clerk

Peter Murray

Dennis Murray, Chairman

Peter Murray, Vice Chairman



DEPARTMENT of COMMUNITY DEVELOPMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5973
www.cityofsandusky.com

August 23, 2021

Planning Commission at the June 23rd, 2021 meeting recommended approval to the City Commission for the proposed amendment to the zoning map for parcels (58-68032.000, 58-68031.000, 58-68034.000) (431 Columbus Ave.). This rezoning from "PF" - Public Facilities to "GB" – General Business is requested to allow the applicant to utilize the site for rentable rooms, office space, and business space.

Pete McGory
Planning Commission Vice Chair

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE PARCEL NOS. 56-68032.000, 56-68031.000, AND 56-68034.000 LOCATED AT 431 COLUMBUS AVENUE FROM "PF" PUBLIC FACILITIES DISTRICT TO "GB" GENERAL BUSINESS DISTRICT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, a request is being made on behalf of The Commodore at Sandusky Bay, LLC for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for Parcel Nos. 56-68032.000, 56-68031.000, and 56-68034.000 located at 431 Columbus Avenue from "PF" Public Facilities District to "GB" General Business District and as more fully described in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

WHEREAS, the change in zoning is being requested to utilize the former First Congregational United Church of Christ building and property for transient rental units, hosting large events, retail and business operations, and office space and storage; and

WHEREAS, this request was heard by the Planning Commission at their June 23, 2021, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment for Parcel Nos. 56-68032.000, 56-68031.000, and 56-68034.000 located at 431 Columbus Avenue; and

WHEREAS, a public hearing on the applicant's request was held by this City Commission at their September 13, 2021, regularly scheduled meeting; and

WHEREAS, this Ordinance should be passed under suspension of the rules in accordance with Section 13 of the City Charter approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances to rezone Parcel Nos. 56-68032.000, 56-68031.000, and 56-68034.000 located at 431 Columbus Avenue from "PF" Public Facilities District to "GB" General Business District; and

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

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

Section 1. This City Commission approves the requested rezoning and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the rezoning of Parcel Nos. 56-68032.000, 56-68031.000, and 56-68034.000 located at 431 Columbus Avenue from "PF" Public

Facilities District to “GB” General Business District as more fully described in Exhibits “A” and “B” which are attached to this Ordinance and specifically incorporated herein.

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

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 13, 2021 (effective after 30 days)

EXHIBIT A

Order No.: 600210160

For APN/Parcel ID(s): 56-68034.000, 56-68031.000 and 56-68032.000

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

PARCEL 1: Being Lots Thirteen (13) and Fifteen (15) on Columbus Avenue, excepting therefrom the northerly one (1) rod of Lot Number Thirteen (13).

PARCEL 2: The southerly one-half (1/2) of Lot Number Eleven (11) and the northerly one (1) rod of Lot Number Thirteen (13) on Columbus Avenue, in said City. Also that part of Lot Number Eleven (11) on Columbus Avenue, bounded and described as follows: Commencing in the east and west line of said lot, at a point twelve (12) feet easterly from the west line of said lot; running thence easterly parallel with the north line of said lot, six (6) feet; thence northerly parallel with the west line of said lot, two (2) feet; thence westerly parallel with the north line of said lot, six and seven tenths (6.7) feet to the easterly line of a right of way; thence southeasterly along the easterly line of said right of way, two and twelve hundredths (2.12) feet to the place of beginning.

PARCEL 3: Being the east thirty-three (33) feet of Lot Number Twenty-one (21) Jackson Street.

EXHIBIT "A"

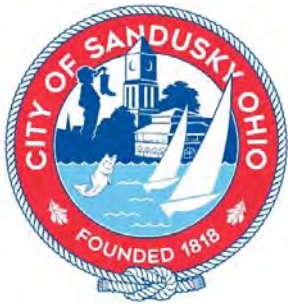


ADAMS

COLUMBUS

JEFFERSON

EXHIBIT B



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Alec Ochs, Assistant Planner

Date: September 2, 2021

Subject: **Commission Agenda Item – CDBG FY21 Demolition Project #1 Contract**

Item for Consideration: Resolution of necessity for the CDBG FY21 –Demolition Project #1, involving asbestos abatement and demolition of three (3) residential properties.

Background Information: City Commission previously approved the solicitation of bids for the asbestos abatement and demolition of the following three (3) residential properties:

1. 1501 S. Forest Drive, Sandusky, OH 44870 **(City owned)**
2. 2132 Parkview Boulevard, Sandusky, OH 44870 **(City owned)**
3. 2111 Parkview Boulevard, Sandusky, OH 44870 **(City owned)**

Results of the bids, opened on August 31st, 2021 were as follows:

Advanced Excavating & Demolition, LLC	McComb, OH	\$33,500.00
Ed Burdue & Company	Sandusky, OH	\$44,805.00
Garza Dirt Works, LLC	Clyde, OH	\$40,199.00
Great Lakes Demolition	Vickery, OH	\$77,800.00

Advanced Excavating & Demolition, LLC, of McComb, Ohio was determined to be the lowest and best bid.

Budgetary Information: The total cost for the asbestos abatement and demolition is \$33,500.00. The cost for the three (3) demolitions will be paid with FY21 Community Development Block Grant Funds totaling \$33,500.00.

Action Requested: It is requested that the proper legislation be approved to permit the City Manager to enter into contract with Advanced Excavating & Demolition, LLC for asbestos abatement and demolition of three (3) properties and that legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Director of Community Development

cc: Kelly Kresser, Interim Clerk of City Commission
Michelle Reeder, Finance Director
Brendan Heil, Law Director
Nicole Grohe, Community Development Administrator

CERTIFICATE OF FUNDS

In the Matter of: CDBG Demolition 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 # 241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/9/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ADVANCED EXCAVATING & DEMOLITION, LLC OF MCCOMB, OHIO, FOR THE CDBG FY21 DEMOLITION PROJECT #1; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the CDBG FY21 Demolition Project #1 involves asbestos abatement and demolition of three (3) City-owned residential structures which are vacant and blighted located at 2132 Parkview Boulevard, 1501 S. Forest Drive, and 2111 Parkview Boulevard; and

WHEREAS, this City Commission approved the acquisition of a vacant 4-unit structure located at 2132 Parkview Boulevard by Ordinance 20-124, passed on August 24, 2020, and the property was purchased on October 16, 2020; and

WHEREAS, this City Commission approved the acquisition of a vacant 2-unit structure located at 1501 S. Forest Drive by Ordinance 20-141, passed on September 28, 2020, and the property was purchased on November 4, 2020; and

WHEREAS, this City Commission approved the acquisition of a vacant 4-unit structure located at 2111 Parkview Boulevard by Ordinance 21-061, passed on April 26, 2021, and the property was purchased on May 27, 2021; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed CDBG FY21 Demolition Project #1 by Resolution No. 034-21R, passed on July 12, 2021; and

WHEREAS, upon competitive bidding as required by law four (4) appropriate bids were received and the bid from Advanced Excavating & Demolition, LLC, of McComb, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost for the asbestos abatement and demolition is \$33,500.00 and will be paid with FY21 Community Development Block Grant (CDBG) funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to move forward with the project and to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; 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 Planning, 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 Advanced Excavating & Demolition, LLC of McComb, Ohio, for the CDBG FY21 Demolition Project #1, in an amount **not to exceed** Thirty Three Thousand Five Hundred and 00/100 Dollars (\$33,500.00) consistent with the bid submitted by Advanced Excavating & Demolition, LLC of McComb, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 13, 2021



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: September 1, 2021

Subject: **Commission Agenda Item – Agreement with Stantec for Preliminary Design services related to the Mills Street High Rate Treatment project**

ITEM FOR CONSIDERATION: Legislation to enter into a Professional Services agreement with Stantec Consulting Services, Inc. (Stantec) of Cleveland, Ohio to complete Preliminary Engineering services for the Mills Street High Rate Treatment project.

BACKGROUND INFORMATION: Based on negotiations with Ohio EPA from 2012-2015 regarding the City's General Plan Update, the City of Sandusky (City) has an existing National Pollutant Discharge and Elimination System (NPDES) permit for the wastewater conveyance and treatment system that requires completing construction and operation of several projects like the Grit Tank Expansion, East End Sewer Improvements, Pier Track Lift Station Improvements, and Farwell Lift Station Improvements. All of these projects are designed to reduce overflows throughout the city's network as well as replace or upgrade aging infrastructure to reduce surface and basement flooding. The next project included in the original negotiations is a 16 million gallon per day (MGD) High Rate Treatment (HRT) Facility intended to reduce permitted combined sewer overflows (CSO) from the Mills Street bypass station prior to December 1, 2024.

A request for Qualifications (RFQ) due Thursday, May 13, 2021 resulted in receipt of four (4) qualification packages. After evaluation, the selection committee selected Stantec Consulting Services, Inc. as the most qualified firm for inspection and construction engineering services based on their expertise, professional knowledge and experience.

After several rounds of conversation with Stantec, it was decided that the best way to ensure that the City receives a favorable price is to split the design into two phases. The first phase will be preliminary evaluation, analysis, and limited design which will allow staff to select the most cost-effective and treatment-effective technology and the grant approval for a subsequent contract for final design. For example, we are not sure if we can utilize existing pumps at the wastewater treatment plant (WWTP)

If we were to proceed with one contract, Stantec would not know which system they are supposed to design or how to incorporate the project into existing processes which would cause for an elevated budget based on worst-case assumptions. A two-phased approach is very common for this type and magnitude of project. The attached Scope of Services would be for the first phase of preliminary engineering and limited detailed design. A portion of detailed design is included to develop cost estimates and to keep the project running so we can be sure to meet the EPA deadline.

Since the project may require expanding the footprint of the WWTP fence line to incorporate new equipment or expanded processes, this is the project for which the City recently acquired property from Amvets. The purpose of that acquisition was to ensure that the City could meet the EPA requirements while preserving, or possibly even expanding, Sprau Park and Erie Blacktop Field. If expansion of the WWTP is required, staff would hope to construct south of the existing plant and relocating a portion of Sprau to the former Amvets Park. This would allow direct connectivity of the park to the Sandusky Bay Pathway as well as preserve the views of Sandusky Bay rather than building more WWTP processes blocking those views. If any work is needed within one of the park areas, the project will incorporate public meetings and other phases to ensure we continue engaging the appropriate stakeholders as we do on all of these projects. Those initial meetings would then be expanded on in the detailed design phase.

BUDGETARY INFORMATION: All payments for this \$410,800 contract would be initially paid with Sewer Funds, but the City has “nominated” this project for reimbursement through a low-interest or no-interest loan from the Water Pollution Control Loan Fund (WPCLF). The formal application will be submitted in 2022 when final design and construction estimates are more accurate. Erie County would be required to pay their required share based on the Sewer Services Agreement.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into a Professional Services Agreement with Stantec Consulting Services, Inc. of Cleveland, Ohio for preliminary engineering services for the Mills Street High Rate Treatment project and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to ensure that the construction is completed by the EPA-required deadline of December 2024.

I concur with this recommendation:

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Mills Street High-Rate Treatment 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 # 613-5430-55990

By: _____



Michelle Reeder

Finance Director

Dated: 9/9/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH STANTEC CONSULTING SERVICES, INC. OF CLEVELAND, OHIO, FOR THE MILLS STREET HIGH RATE TREATMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, based on negotiations with the Ohio Environmental Protection Agency (EPA) from 2012-2015 regarding the City's General Plan Update, the City has an existing National Pollutant Discharge and Elimination System (NPDES) permit for the wastewater conveyance and treatment system that requires completing construction and operation of several projects such as the Grit Tank Expansion, East End Sewer Improvements, Pier Track Lift Station Improvements, and Farewell Lift Station Improvements; and

WHEREAS, all of these projects are designed to reduce overflows throughout the city's network as well as replace or upgrade aging infrastructure to reduce surface and basement flooding and the next project included in the original negotiations is a 16 million gallon per day (MGD) High Rate Treatment (HRT) Facility intended to reduce permitted combined sewer overflows (CSO) from the Mills Street bypass station prior to December 1, 2024; and

WHEREAS, Stantec Consulting Services, Inc. will be providing professional design services for the Mills Street High Rate Treatment Project which includes the first phase of preliminary engineering and limited detailed design and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the Mills Street High Rate Treatment Project in which four (4) submittals were received, evaluated and ranked by a selection committee and based upon the firm's expertise, professional knowledge and experience, it was determined Stantec Consulting Services, Inc. was the most qualified; and

WHEREAS, the total cost of the professional design services is \$410,800.00 and will initially be paid with Sewer Funds and the City will be applying for a low-interest or zero-interest loan from the Ohio Water Pollution Control Loan Fund (WPCLF) to finance the project and the City will receive partial reimbursement from Erie County pursuant to the Sewer Services Agreement; 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 proceed with the services to ensure the construction is completed by the EPA-required deadline of December 2024; and

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

with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Stantec Consulting Services, Inc. of Cleveland, Ohio, for Professional Design Services for the Mills Street High Rate Treatment Project substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Four Hundred Ten Thousand Eight Hundred and 00/100 Dollars (\$410,800.00).

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

Passed: September 13, 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 Stantec Consulting Services, Inc. (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:	Preliminary Design Services Mills Street High Rate Treatment
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer:	Stantec Consulting Services, Inc.
Contact:	Vito Cimino
Address:	1001 Lakeside Ave East, Suite 1600 Cleveland, OH 44114

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 \$410,800.00 (four hundred ten thousand eight hundred dollars) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

5.4. Method and Terms of Payment

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

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

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

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

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

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

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

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

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

6.2. Indemnification

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

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

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

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

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

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

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

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

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

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

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

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

8.2. Remedies

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

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

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

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be

maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

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

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by

facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at their designated facsimile. 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.

Firm Name

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.

EXHIBIT "1"

Brendan Heil
Law Director

CERTIFICATE OF FUNDS

In the Matter of: Mills Street High-Rate Treatment 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 # 613-5430-55990

By: _____



Michelle Reeder

Finance Director

Dated: 9/9/2021

EXHIBIT A

SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT PRELIMINARY ENGINEERING DESIGN

Project Objectives

This project is intended to provide the engineering design services required to meet the City's existing permit requirement to complete construction of a 16 million gallon per day (MGD) High Rate Treatment (HRT) Facility for the Mills Street Combined Sewer Overflow (CSO). The Mills Street HRT is the final project in an initial series of projects in the City's General Plan Update (a.k.a. Long-Term Control Plan). The project will be separated into two phases: one for pre-design and the other for detailed design with bidding support. This scope of work includes the pre-design phase only and will primarily focus on process selection, alternative development and evaluation, and Preliminary Design Report (PDR) development.

In recent years, the City has completed additional flow monitoring and model calibration to better understand the existing conditions in the combined sewer system. The most recent model indicates the Mills Street CSO location has 22 activations totaling 118 million gallons in the typical year. The existing model will be used for quantification and layout of the proposed CSO diversion structure and validation of collection system flowrates and hydraulic grade lines (HGL).

The City has currently identified the parcel to the south of the WWTP as a potential location for the HRT facility. The proposed design solution, piping/connectivity constraints, depth to bedrock, etc. may factor into selection of the optimal location on this property. A primary objective of this project will be to minimize overall disturbance with reduced long-term use of the southern property and to maintain functionality of as many ballfields as feasible. The City also owns the property to the west of the WWTP that currently contains two larger ballfields. Alternatives will also include conceptual layouts for restoration of the property to the west of the WWTP. The CONSULTANT will be required to engage key stakeholders, including the recreation and planning departments, and possibly participate in public meetings to determine the most efficient and beneficial layout to consolidate the appropriate number of fields to the west of Harrison Street.

An overall review of the WWTP is also included within the scope of work to determine which processes such as screening, pumping, ultraviolet disinfection, etc. will require updates or modifications to support the HRT facility. The CONSULTANT will be responsible for coordination of site visits with other treatment facilities to evaluate various available technologies for each process that will be incorporated into the project. The selected technology will be required to treat up to 16-MGD and meet existing NPDES permit limits if blended with the plant effluent. If the HRT discharge is independent of the plant effluent, early coordination with Ohio EPA will be necessary to determine design criteria.

Project Schedule

The CONSULTANT will have approximately five months from Notice to Proceed (NTP) to submit the PDR and any supporting technical memoranda. Two additional months of detailed

EXHIBIT A

SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT PRELIMINARY ENGINEERING DESIGN

design budget have also been allocated to Specific Allowance No. 1 - Initiation of Detailed Design which must be authorized by the City prior to use. Following the submittal of the BODR and authorization from the City, the CONSULTANT will begin developing the detailed design/bidding services scope of work.

Project Management and Meetings

CONSULTANT shall utilize procedures related to cost estimating, scheduling, project documentation, risk management, QA/QC, and others as necessary to effectively manage budget, scope, and schedule for the project. In order to ensure that this project is successfully completed in a timely manner and to the satisfaction of the City, project management items include but are not limited to the following:

- Monthly Invoicing with project Progress Summary: The CONSULTANT will submit Progress Reports on a monthly basis in support of invoices. Progress Reports are to include a discussion of task progress through the period covered by the Progress Report, problems encountered, and solutions proposed and enacted, budget and schedule status, and status of deliverables.
- Project Meetings: The CONSULTANT's Project Manager and other team members shall meet, in person, with City personnel on a monthly basis to review the progress of this project, discuss technical solutions, address outstanding issues and potential problems. These meetings should include identification of work performed last period, work to be completed next period, critical action item status, and responsible parties to complete actions. Budget or schedule problems shall be identified and corrective actions noted. Key discussion topics should comprise a significant portion of the meetings. CONSULTANT shall provide the necessary graphics to facilitate discussions. This section of the scope of work also includes routine internal meetings to help advance the project.

It is also expected that the CONSULTANT and the City hold telephone discussions as frequently as needed. The CONSULTANT shall make personnel available for meetings with other agencies and utilities to answer questions pertaining to design elements of the project. The City and CONSULTANT will mutually agree upon who is responsible for taking the lead in organizing, planning, and conducting each meeting with other agencies and utilities.

TASK 1: PRE-DESIGN

Task 1A: Evaluation of Existing Information

The CONSULTANT shall evaluate and consider the following existing information related to the Scope of Services for the project.

- Past flow and rainfall monitoring data and/or reports
- Past CSO sampling data
- Past and current EPA documentation/correspondence

EXHIBIT A

SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT PRELIMINARY ENGINEERING DESIGN

- WWTP available record drawings
- Past geological/geotechnical data in and around the WWTP site.
- Collection system plan/profiles, detail drawings and condition assessment documentation
- Available GIS Datasets
- Available flow schematics, summary of flows, historic flow and wastewater characterization data.
- Updated version of the City's collection system baseline and consent decree hydraulic models.
- Other available information previously provided with the Request for Qualifications (RFQ)

Task 1A.1: *Surveying/Base Mapping*

CONSULTANT shall gather data necessary to properly map the existing contours and existing conditions of the site. Baseline survey information shall be tied to the state plane coordinate system, North American Datum 83 (NAD83), and North American Vertical Datum 88 (NAVD 88) datum shall be used for vertical datum with benchmark information provided by the City (if available) upon authorization of the project. Locate pertinent structures within the survey area. Structures to be surveyed shall include those that may be impacted by construction or be required for the project design. CONSULTANT shall survey to the extent described below:

- Locate critical elevations and establish a reference benchmark circuit for all construction.
- Baseline of Survey – Establish horizontal control points with permanent markers, including preparation of Baseline of Survey Control drawings.
- Bench Marks – Establish bench marks along the Baseline of Survey.
- Street Alignments – Establish the centerline of street and right-of-way lines; street centerline monuments shall be located and referenced.
- Collect topographic information at a sufficient density to generate 1-foot contours. CONSULTANT shall provide traverses that close to within 1:5000. CONSULTANT shall provide measurements and computations that are verifiable.
- Topographic Surveying and Base Mapping – Perform detailed topographic surveys and base mapping in AutoCAD Civil 3D; digital orthophotos shall also be included.
- Drainage – Storm and sanitary sewer manholes shall be opened where possible to obtain pipe invert elevations, sizes, and flow directions. CONSULTANT shall perform confined space entry in structures to obtain pipe or structure information not obtainable from the surface.
- Parcel Information/Property Surveys – Perform record research and procure information necessary to establish existing right-of-way, property, and existing easement lines.

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Perform surveys of property lines that are affected by proposed easements. Other parcels adjoining the project area shall be mapped from County records (tax maps, GIS mapping, etc.). Parcels shall be researched to provide owner, address, and parcel ID numbers.

- Utilities – CONSULTANT shall contact the Ohio Utilities Protection Service and other agencies for existing plans and field markings of subsurface utilities. Subsurface utilities shall be shown from an ASCE Quality Level C subsurface utility investigation. Under a Level C investigation, CONSULTANT shall survey the location of visible utility facilities (manholes, valves, etc.) and field markings provided by OUPS and/or others. The locations shall be correlated with existing plans provided by OUPS, City, and others. Known unresolved or missing utility information shall be summarized and provided on the survey or in a separate document. All utility contact information is to be maintained in a utility contact document that provides utility contact information, contact log, and status. Existing utility plans shall be scanned in a PDF file format and provided.
- Perform spot survey checks to verify the accuracy of the topographic mapping and upon request collect survey points to confirm water surface elevations at the WWTP for up to 20 locations. The City's surveyor will also be available to capture water surface and other structure elevations (i.e. overflow weirs, channel inverts, etc.) as needed for validation of record drawings of existing WWTP infrastructure

Task 1B: **Permits, Easements and Project Funding Support**

Task 1B.1: *List of Required Permits*

CONSULTANT will identify permits required by public and private entities, including, but not limited to, the City of Sandusky (street opening & hydrant permits for borings, maintenance of traffic plans, SWPPP), Army Corps of Engineers, Ohio EPA (Permit to Install, SWPPP, NOI, etc.), and prepare the necessary permit applications. Where necessary and with the approval of the City, the CONSULTANT shall contact the appropriate regulatory agency to seek clarification on the applicability of permit requirements. CONSULTANT will prepare documentation for the following permits on this project. Please note that the permit fees are not a part of this scope and it is understood the City will pay for these fees.

- Permit to Install: CONSULTANT will engage and meet with the Ohio EPA to discuss the project. CONSULTANT will provide and submit the required drawings and documents to obtain a sanitary Permit to Install (PTI) from the Ohio EPA. The PTI will be submitted upon addressing any comments at the 90% design stage. The Project Schedule will allow sufficient time for the Ohio EPA's review of the PTI application. The PTI application fee is estimated to be \$15,100. It is assumed that the PTI will be reviewed by the Ohio EPA Division of Financial and Environmental Assistance (DEFA), which administers the Water Pollution Control Loan Fund (WPCLF) program.
- Notice of Intent (NOI): An NOI and SWPPP will be prepared.

EXHIBIT A

SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT PRELIMINARY ENGINEERING DESIGN

CONSULTANT makes the following data collection and environmental survey assumptions:

- The proposed project is exempt from the State Environmental Policy Act (SEPA).
- No offsite wetland or stream mitigation is required.
- No Environmental Assessment, Environmental Impact Statement preparation services, or other National Environmental Policy Act (NEPA) documentation is required to be produced by the CONSULTANT. If this work is necessary, it will be performed by others.
- The City is responsible for all permitting fees. Permitting fees, approved by the City, and paid by the CONSULTANT, will be reimbursed through an allowance.

Should any of these assumptions prove false, CONSULTANT shall develop an approach to address these additional project needs and requirements under the project allowance.

Task 1C: **Hydraulic Analysis/Modeling**

Task 1C.1: *Collection System Model Review*

CONSULTANT shall perform a review of the City's XPSWMM collection system model representing the existing conditions as well as the post-Consent Decree improvement conditions. The review will be intended to identify hydraulic or hydrologic inaccuracies that would limit the model's ability to be used as a tool in developing basis of design flows related to this project as well as CSO activation frequency and volume. Model input parameters related to the sanitary sewer inflows from the County, bay level boundary conditions and antecedent moisture will be reviewed and evaluated with respect to the sensitivity of variations in the parameters on the HRT system performance. Model deficiencies or concerns will be documented along with recommended model updates. It is understood that the model is planned to be recalibrated in the future upon completion of the Mills HRT and other ongoing improvement projects. Flow monitoring and recalibration are not included in this scope of work.

Task 1C.2: *Modeling Support of Alternatives Development and Evaluation*

The model will be used to simulate hydraulic alternatives related to the diversion structure location and routing of flow to the HRT or existing plant influent pump station. Peak flows and volumes will be quantified for a range of rainfall events including the City's Typical Year or rainfall and up to two design storms as agreed upon with the City to evaluate level of service (I.e., pipe surcharge) resulting from different diversion structure alternatives.

An interim version of the model will be developed that represents the existing conditions plus the HRT diversion structure in order to quantify CSO frequency and volume that will result from completion of this project.

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The post-Consent Decree improvements version of the model will be updated to include the recommended diversion structure alternative in order to allow for quantification of the CSO activation frequency and volume that would result upon completion of the Phase 2 CSO control improvements currently called for in the City's NPDES permit. It is understood that Phase 2 projects are subject to change after the City performs flow monitoring and recalibration in the future.

Task 1C.3: *HRT/Plant Hydraulic Analysis*

CONSULTANT shall review and evaluate the HGL through the WWTP under the current 16 MGD HRT condition and then under a future 24 MGD scenario to assess potential impacts to the plant.

Task 1D: **Process Analysis and Supplementary Sampling**

The city will collect additional CSO samples to develop diurnal profiles for flow and load constituents over the course of a storm event. Samples will be tested for TP, TSS, CBOD, e-coli, pH, ammonia, and mercury. The CONSULTANT shall receive and analyze this data for the purpose of specifying the HRT facility process requirements.

During the diurnal sampling, the city shall collect additional samples for jar testing of potential coagulation chemicals and dosing rates. The CONSULTANT shall be on site for one full day to coordinate sampling and jar testing.

Costs for third party laboratory analysis are not included in this scope of work.

Task 1E: **Develop and Evaluate Feasible Alternatives**

Alternative development for this project is highly interdependent and will require a series of "component" or micro evaluations (i.e., CSO diversion/screening, HRT layout and siting, disinfection, park restoration, etc.). CONSULTANT shall develop "component" alternatives and evaluate each using a set of agreed upon criteria incorporating Pairwise Comparison methods or similar. The selected "components" will support development of two overall project alternatives. Those two alternatives will then be evaluated, and the selected option advanced for conceptual layout, Class IV cost estimating and BODR development. The findings of the evaluations will be presented at one of the regularly held progress meetings. An Alternative Evaluation Technical Memorandum (TM) will be developed and submitted to document the overall analysis and evaluation. The TM will then become an appendix to the BODR with a corresponding summary provided within the BODR.

Task 1E.1: *CSO Diversion and Screening Alternative Evaluation*

CONSULTANT shall evaluate two (2) alternatives for CSO diversion to the proposed HRT facility including a gravity diversion from the Putnam St. 84-in sewer to a dedicated screening facility and a gravity diversion from the Putnam St. 84-in sewer through the existing WWTP screening building and influent pump station. CSO diversion from the main

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SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT PRELIMINARY ENGINEERING DESIGN

Mills St. outfall conduit with conveyance via a dedication pump station has been removed from consideration.

Task 1E.2: *Disinfection Alternative Evaluation*

CONSULTANT shall evaluate three (3) alternatives for HRT disinfection. Initially UV, Sodium Hypochlorite with Sodium Bisulfate, and an alternate such as Peracetic Acid will be compared. A full evaluation will then be performed that includes an evaluation/expansion of the existing UV facility, compared to a standalone UV system at the HRT facility and will require a standby power evaluation. The focus of this evaluation will change if an alternate disinfection method is selected.

Task 1E.3: *Park and Recreation Alternative Evaluation*

CONSULTANT shall develop three (3) conceptual layouts for park development utilizing a combination of the City owned property to both the south and west of the WWTP. The layouts will take into consideration space required for construction staging of the HRT facility as well as other future infrastructure projects identified by the City. The layouts will be rendered with enhanced graphics suitable for public presentation and review. Content of the recreational concepts will include but is not limited to ballfields, relocated playground equipment and access to the existing bike path. CONSULTANT will be required to engage key stakeholders, including the recreation and planning departments, and possibly participate in public meetings to determine the most efficient and beneficial layout to consolidate the appropriate number of fields to the west of Harrison Street.

Task 1E.4: *HRT Technology Assessment*

CONSULTANT shall evaluate up to four (4) HRT technology alternatives. Preliminarily, these alternatives will be Ballasted Flocculation, Disc Filtration, Compressible Media Filtration and Advanced Primary Filtration. This evaluation may include coordination with HRT technology manufacturers and coordinating up to two (2) site visits to existing installations between the Vendor, Owner and Consultant. The selected technology will be required to treat up to 16-MGD and meet existing NPDES permit limits if blended with the plant effluent. If the HRT discharge is independent of the plant effluent, early coordination with Ohio EPA will be necessary to determine design criteria. HRT technology alternatives will be evaluated based on capital cost, lifecycle cost, site footprint, level of process treatment and flexibility to be used during dry weather flow. Comparisons between specific vendors of the selected HRT technology will be evaluated further in Task 1H.5.

Task 1E.5: *Overall HRT Alternative Evaluation*

CONSULTANT shall evaluate two (2) overall project alternatives that incorporate findings from each of the above “component” evaluations. Other considerations for this evaluation include results of the HRT process selection (influences HRT tankage footprint and siting), operational complexity, plant staff operational preferences, constructability, public impacts

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SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT PRELIMINARY ENGINEERING DESIGN

related to recreational land use, future infrastructure projects, and overall capital and life cycle costs.

Task 1F: **Engineer's Estimate of Probable Construction Cost and Constructability**

The PDR shall include a Class 4 estimate in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97 for the selected alternative. In addition, Class 5 cost estimates coupled with O&M and Life Cycle costs will be included for the various alternative evaluations conducted under Task 1E.

CONSULTANT will identify the appropriate construction method(s), for the project that will support a construction period of 18 to 24 months. The selected methods will consider the long-term effectiveness, operation and maintenance, and resiliency of each recommended improvement to meet the City's total project budget and schedule needs.

The CONSULTANT shall identify project related issues that could potentially cause schedule delay, such as: equipment with long lead times, lengthy construction requirements, construction methods, equipment installation coordination issues, plant/utility required outages, etc. This analysis will include reviews of the anticipated means and methods for construction, staging area and access requirements, risk mitigation measures, and approaches for construction of the project while keeping existing necessary infrastructure operating during construction. Findings from this analysis will be documented in the PDR.

Task 1G: **Preliminary Design Report (PDR)**

The CONSULTANT shall prepare a PDR for the project that concisely summarizes the activities and critical design decisions necessary to support advancement of the project into detailed design. The primary objective for the PDR is to ensure common understanding between the CONSULTANT and the City regarding the design parameters for the project.

Task 1H: **Coordination with Other Entities**

CONSULTANT is responsible for taking into consideration past, present and future work of other public and private entities potentially affecting the project and coordinating as necessary to complete the work.

The CONSULTANT shall provide support and tracking of coordination with other agencies and utilities. This subtask will provide assistance for early design coordination including, but not limited to, Ohio Environmental Protection Agency, local utilities, City of Sandusky Division of Recreation, and Erie County (upon request). The Consultant shall provide necessary graphics and figures to facilitate project coordination.

Once in detailed design, CONSULTANT's design will include utility relocations to accommodate for minor vertical or horizontal conflicts along the proposed alignments within City rights of way. In cases where the utility relocation must be designed by the utility owner, payment to the utility owner will be made through a Specific Allowance, and the relocation design will be incorporated into the plans as part of CONSULTANT's base scope.

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SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT PRELIMINARY ENGINEERING DESIGN

TASK 2: ADDITIONAL SERVICES (ALLOWANCES)

The City may require additional services from the CONSULTANT for items not specifically included in the aforementioned tasks. These services may consist of, but not be limited to, additional investigative and/or design services.

The funds associated with specific allowances may only be used following written authorization from the City. The following Additional Services may be authorized as part of this PROJECT:

Task 2A: Specific Allowance No. 1: Initiation of Detailed Design

This allowance is intended primarily to be used to compensate CONSULTANT for detailed design services for up to 45 days following submittal of the PDR. Following the submittal of the PDR and authorization from the City, the CONSULTANT shall begin developing the detailed design/bidding services scope of work.

EXHIBIT "A"



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: September 1, 2021

Subject: Commission Agenda Item – Agreement with KS Associates for Construction Inspection and Engineering Services related to the Cedar Point Causeway Wetlands project

ITEM FOR CONSIDERATION: Legislation to enter into a Professional Services agreement with KS Associates of Elyria, Ohio to complete Construction Inspection and Engineering Services for the Cedar Point Causeway Wetlands project.

BACKGROUND INFORMATION: In 2016 via ordinance 16-231, Commission accepted \$1M from the State of Ohio and the Ohio Department of Natural Resources (ODNR) to develop a series of projects along the nearshore within the jurisdictional boundaries of the City of Sandusky. This study yielded three “pilot” projects, collectively called the Sandusky Bay Initiative (SBI) that would meet the objectives of 1) beneficially reusing dredged material from the Sandusky shipping channel, 2) re-establishing in-water coastal wetland habitat that would improve wildlife activity in the Sandusky Bay for birds and fish, 3) reducing phosphorus and nitrogen in the Bay and Lake Erie and 4) coordinating various funding sources. It was the desire of ODNR to proceed with a staged approach for Project 2, which was along the western shores of the Cedar Point Causeway. The preliminary design project was paid fully through the State Capital Fund, outside of in-kind contributions of staff time and office supplies.

Final design and permitting have been completed, funded through a second grant from the State of Ohio for \$140,500 from the Healthy Lake Erie Initiative Fund, which was accepted by the City of Sandusky via ordinance 18-183. Construction of this project must be completed by May of 2022 to provide the Army Corps of Engineers a location to dump clean dredged material. Hence, the State of Ohio Department of Natural Resources has granted \$4,029,500.00 to the City of Sandusky for construction activities, which was accepted via ordinance 20-115 on August 10, 2020, and another \$100,000 from the Healthy Lake Erie Initiative Fund via ordinance 21-092 for bidding and permit coordination services.

A request for Qualifications (RFQ) due Monday, June 21, 2021 resulted in receipt of three (3) qualification packages. After evaluation, the selection committee selected KS Associates as the most qualified firm for inspection and construction engineering services based upon their experience, professional expertise, and technical ability necessary to complete the require task.

Attached is a scope of work presented by KS Associates titled Cedar Point Causeway Wetland Project, Construction Inspection & Engineering Services, dated August 24, 2021. Sister legislation is presented on this same commission agenda to award the construction phase of the project to Mark Schaffer Excavating & Trucking, Inc. Both contracts would be paid from the \$4,029,500 grant detailed above. If both contracts are awarded, \$674,131.00 would remain for contract amendments and future phases of construction or maintenance.

BUDGETARY INFORMATION: There is no impact to the City budget as all project activities totaling \$377,004.00 will be paid from on a reimbursable basis through ODNR grant funding. This award would leave sufficient grant funds for construction activities.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into a Professional Services Agreement with KS Associates to complete Construction Inspection and Engineering services for the Cedar Point Causeway Wetlands project and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter since construction must get started immediately to ensure completion based on contract schedules.

I concur with this recommendation:

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH KS ASSOCIATES, INC. OF ELYRIA, OHIO, FOR THE CEDAR POINT CAUSEWAY WETLAND PROJECT, PHASE 1 RELATED TO THE SANDUSKY BAY INITIATIVE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City previously accepted grant funds from the State of Ohio and the Ohio Department of Natural Resources (ODNR) for the Sandusky Bay Initiative, which includes the Cedar Point Causeway Wetland Project, and funds are listed as follows:

<u>Amount</u>	<u>Ordinance No.</u>	<u>Passed</u>
\$1,000,000.00	16-231	December 27, 2016
\$240,000.00	17-079	April 10, 2017
\$140,500.00	18-183	September 10, 2018
\$4,029,500.00	20-115	August 10, 2020
\$100,000.00	21-092	June 14, 2021

WHEREAS, this City Commission previously approved Agreements for Professional Services with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Initiative Area 1 & 2 Project, which includes the Cedar Point Causeway Wetland Project, by Ordinance No. 17-130, passed on June 26, 2017, Ordinance No. 18-045, passed on February 26, 2018, and Ordinance No. 18-184, passed on September 10, 2018; and

WHEREAS, this City Commission approved an Agreement for Professional Services with KS Associates, Inc. of Elyria, Ohio, for the design phase and bidding services for the Cedar Point Causeway Wetland Project, Phase 1, by Ordinance No. 21-093, passed on June 14, 2021; and

WHEREAS, the Cedar Point Causeway Wetland Project - Phase 1, involves the area along the western edge of the Cedar Point Causeway immediately to the south of the overflow / employee parking lot and the object is to create nearshore wetland areas with variations in water depth, water flow, and native wetland vegetation; and

WHEREAS, KS Associates Inc. of Elyria, Ohio, will be providing Professional Services for construction inspection and engineering services for the Cedar Point Causeway Wetland Project as more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit “A” and specifically incorporated herein; and

WHEREAS, a Request for Qualifications (RFQ) was issued on June 21, 2021, for the Cedar Point Causeway Wetland Project in which three (3) submittals were received, evaluated and ranked by a selection committee and based upon the firm’s experience, professional expertise, and technical ability necessary to complete the required tasks, it was determined KS Associates, Inc. was the most qualified; and

WHEREAS, the total cost of the Professional Services is \$377,004.00 and will be paid with reimbursed grant funds awarded through the Ohio Department of Natural Resources; and

WHEREAS, approval is being requested in companion legislation to award a contract to Mark Schaffer Excavating & Trucking, Inc. of Norwalk, Ohio, in the amount of \$2,978,325.00 for the construction phase of the Cedar Point Causeway Wetland Project; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Agreement to allow the consultant to begin services to ensure completion based on contract schedules; and

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

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

Section 1. The City Manager is authorized and directed to enter into an Agreement for Professional Services with KS Associates, Inc. of Elyria, Ohio, for the Cedar Point Causeway Wetland Project Phase 1, related to the Sandusky Bay Initiative, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Three Hundred Seventy Seven Thousand Four and 00/100 Dollars (\$377,004.00).

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 13, 2021

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional 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 KS Associates Inc. (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name:	Cedar Point Causeway Wetland Project Construction Inspection
---------------	---

Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870

Architect/Engineer:	Mark P. Cencer, P.E.
Contact:	KS Associates, Inc.
Address:	260 Burns Road, Suite 100 Elyria, OH 44035

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

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

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

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

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

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

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

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of three-hundred seventy-seven thousand and four dollars (\$377,004.00). 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. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at 440-365-4790. 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.

EXHIBIT "1"

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

KS Associates, Inc.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Eric L. Wobser
City Manager

APPROVAL:

EXHIBIT "1"

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

Brendan Heil
Law Director



Civil Engineers + Surveyors

260 Burns Road, Suite 100
Elyria, Ohio 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com

August 24, 2021

Aaron Klein, P.E.
Director, City Engineer
City of Sandusky, Public Works Department
240 Columbus Avenue
Sandusky, Ohio 44870

**RE: Cedar Point Causeway Wetland Project, Construction Inspection & Engineering Services
KS Project #17085-3**

Dear Aaron:

Please accept this proposal for construction inspection and engineering services for the Cedar Point Causeway Wetlands project.

Scope of Services

The scope of services, as described in the Request for Qualifications, includes the following items:

1. Review design documents and available background information, including the Sandusky Bay Initiative Final Report, regulatory permits, and Adaptive Management Plan.
2. Review contract and funding agreements between the City of Sandusky and State of Ohio.
3. Conduct a site visit to understand the layout of and possible hurdles to the project.
4. Coordinate all meetings, including the pre-construction meeting and regular progress meetings. A total of 20 construction meetings are anticipated, including a preconstruction meeting, 18 bi-weekly status meetings, and a closeout conference.
5. Review and respond to Requests for Information and Submittals received from the Contractor.
6. Review, negotiate, and recommend change order requests from the Contractor.
7. Track the work schedule and provide an experienced technician to conduct onsite construction observation. Onsite technician shall be present during all critical onsite construction activities to complete accurate, succinct daily reports for project documentation and contract compliance. KS assumes full-time site observation will be required from October 4, 2021 to April 29, 2022 with up to 10% overtime for a total of 1,320 hours. KS staff are paid straight time for overtime. Additional site visits are anticipated to be required by the design team and are included in the attached Fee Table.
8. Develop photo-documentation of project activities through frequent still photos and videos shot on land and via aerial drone imagery, including pre-construction and post-construction. Photo documentation is anticipated to be collected during the course of onsite construction observation. No additional hours are included in the Fee Table for this scope item. David Pauling, P.E. (KS Coastal Engineer) and Rob Pfingsten, P.E. (KS Construction Engineer) are FAA certified drone pilots and have experience with Cedar Fair's drone flight approval process.
9. Review, approve, and recommend payment requests based on work performed for the Contractor.
10. Communicate accurately and effectively with Cedar Point.
11. Inspect all materials and review material testing, as per standard ASTM protocols. KS will review and inspect materials for compliance with the plans and specifications.
12. Ensure the Contractor adheres to all requirements of the project documents, including permits from the Army Corps of Engineers, Ohio Environmental Protection Agency, and the Ohio

Department of Natural Resources as well as the Submerged Lands Lease from ODNR. KS will provide periodic updates and participate in coordination calls with the U.S. Army Corps of Engineers, Ohio Environmental Protection Agency, Ohio Department of Natural Resources throughout the construction phase. KS will also assist the City of Sandusky and Ohio Department of Natural Resources with coordination required for Great Lakes Restoration Initiative funding for the next phase of the project.

13. Provide all services for state and federal compliance, including but not limited to, prevailing wage, EEO, procurement requirements, and DBE compliance on behalf of the City of Sandusky.
14. Oversee project closeout documentation.

Professional Service Fees

Services will be billed at hourly rates and reimbursable expenses not to exceed \$377,004. Reimbursable expenses will be billed at cost. Estimated hours, rates and expenses are listed in the attached Fee Table.

Project Approach and Schedule

Mark P. Cencer, P.E. will serve as Project Manager for Construction Inspection and Engineering Services. Rob Pfingsten, P.E. (ODOT prequalified Construction Engineer Level 2) and Marc Gipson (ODOT prequalified Project Inspector) will be the primary inspectors on the project. Max Williams will provide backup inspection and continuity between the design team and onsite inspection staff. Annette Napierala and Jacob Musselman of TTL Associates will provide additional backup inspection. TTL is a certified EDGE business by the State of Ohio's Encouraging Diversity, Growth and Equity (EDGE) program. A minimum of 10 percent of the total fee will be provided by TTL, an EDGE firm.

Construction phase services will be supported by Vito Melilli, P.E. and Christopher Day, P.E. as well as engineers from Foth Infrastructure and Environment and ecologists/environmental specialists from RES.

The fee proposal was prepared assuming execution of contracts on or about September 13, 2021 with a construction start date of October 4, 2021, allowing 3 weeks for initial submittal and approval and mobilization. Substantial completion will be April 29, 2022, allowing for a 30 week construction period. Final documentation and project closeout is anticipated to take approximately 7 weeks for a total contract duration of 40 weeks.

Terms of the Agreement

The services in this proposal will be performed under the terms of the City of Sandusky's Professional Services Agreement / Lake Erie Grant Agreement. If you have any questions or comments, please call me at 419-239-5935 or email to cencerm@ksassociates.com. This engineering proposal is valid until September 30, 2021.

Sincerely,

KS ASSOCIATES, INC.



Mark P. Cencer, P.E.
Director of Coastal Engineering

cc: Lynn S. Miggins, P.E., President, KS Associates, Inc.
Project File / Billing File

Cedar Point Causeway Wetlands August 24, 2021	Estimated Number of Hours												Expenses					
	Staff	Project Manager (KS)	Senior Coastal Engineer (KS)	Coastal Engineer 1 /Drone Pilot (KS)	Coastal Engineer 2 /Backup Inspector (KS)	Coastal Construction Inspector /Drone Pilot (KS)	Construction Inspector (TTL)	Lead Environmental Scientist (Foth)	Lead Coastal Engineer (Foth)	Coastal Project Engineer (Foth)	Senior Ecologist (RES)	Environmental Specialist (RES)		KS Expenses	TTL Expenses	Foth Expenses		
	Rate:	\$195	\$180	\$110	\$95	\$125	\$115	\$180	\$200	\$140	\$205	\$105						
													Labor Total				Expense Total	Total Cost
Review Design Documents						8	16	8	8	10			\$7,280				\$0	\$7,280
Review Contract and Funding Agreements		4	4					4	2				\$2,620				\$0	\$2,620
Conduct a site visit		4				4	4						\$1,740	\$64	80		\$144	\$1,884
Coordinate All Meetings, Including Pre-Con, Progress Meetings		60	80					10	10	10			\$31,300	\$1,024			\$1,024	\$32,324
Review and Respond to RFIs and Submittals		16	72	32				2	5	40			\$26,560	\$384			\$384	\$26,944
Review and Negotiate Change Orders		48	48					4	8	8			\$21,440				\$0	\$21,440
Onsite Project Supervision		60	60		200	840	280	20	50	25			\$195,800	\$7,200	\$2,800	\$6,000	\$16,000	\$211,800
Develop Photo-Documentation													\$0				\$0	\$0
Review and Approve Payment Requests		20	40					2	4	8			\$13,380				\$0	\$13,380
Communicate with Cedar Point		40						2	2	2			\$8,840	\$128			\$128	\$8,968
Inspect all materials and review testing, ASTM		8			8								\$2,320	\$128			\$128	\$2,448
Permit Requirements and Regulatory Coordination		96	16					2	2		40	40	\$34,760				\$0	\$34,760
Provide Services for Compliance		8	8										\$3,000				\$0	\$3,000
Project Closeout		20	20					4	4	8			\$10,140	\$16			\$16	\$10,156
TOTAL		384	348	32	208	852	300	58	95	111	40	40	\$359,180	\$8,944	\$2,880	\$6,000	\$17,824	\$377,004
													Total Fee:			\$377,004		

Assumptions

Construction contract executed 9/13/2021

Mobilization begins 10/4/2021 (3 weeks after contract execution).

Substantial completion 4/29/2022.

Full-time construction inspection required from 10/4/2021 to 4/29/2022 (30 weeks).

Project closeout will require 7 weeks (+/-) for a total contract duration of 40 weeks.

Assume project will require a preconstruction meeting, bi-weekly progress meetings (18 required), and closeout conference (20 total meetings).

Assume photo documentation is primarily incidental to construction observation. Assume 32 hours for additional photos, drone flights, and compiling files.

Material inspection will require 2 quarry visits.

DBE Tracking and Prevailing Wage Interviews will be conducted by construction inspection personnel while onsite.



DEPARTMENT OF PUBLIC WORKS

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Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: September 1, 2021

Subject: **Commission Agenda Item – Award Contract for Cedar Point Causeway Wetlands**

ITEM FOR CONSIDERATION: Legislation awarding a contract to Mark Schaffer Excavating & Trucking, Inc. of Norwalk, Ohio for the Cedar Point Causeway Wetlands project.

BACKGROUND INFORMATION: In 2016 via ordinance 16-231, Commission accepted \$1M from the State of Ohio and the Ohio Department of Natural Resources (ODNR) to develop a series of projects along the nearshore within the jurisdictional boundaries of the City of Sandusky. This study yielded three “pilot” projects, collectively called the Sandusky Bay Initiative (SBI) that would meet the objectives of 1) beneficially reusing dredged material from the Sandusky shipping channel, 2) re-establishing in-water coastal wetland habitat that would improve wildlife activity in the Sandusky Bay for birds and fish, 3) reducing phosphorus and nitrogen in the Bay and Lake Erie and 4) coordinating various funding sources. It was the desire of ODNR to proceed with a staged approach for Project 2, which was along the western shores of the Cedar Point Causeway. The preliminary design project was paid fully through the State Capital Fund, outside of in-kind contributions of staff time and office supplies.

Final design and permitting were funded through a second grant from the State of Ohio for \$140,500 from the Healthy Lake Erie Initiative Fund, which was accepted by the City of Sandusky via ordinance 18-184. Construction of this project must be completed by May of 2022 to provide the Army Corps of Engineers a location to dump clean dredged material. Hence, the State of Ohio Department of Natural Resources has granted \$4,029,500.00 to the City of Sandusky for construction activities, which was accepted via ordinance 20-115 on August 10, 2020, and another \$100,000 from the Healthy Lake Erie Initiative Fund via ordinance 21-092 for bidding and permit coordination services.

A total of five (5) bids were received on Wednesday, September 1, 2021 at a formal bid opening as described below:

Mark Schaffer Excavating Norwalk, OH	Base Bid:	\$2,683,500.00
	Alternate 1:	\$7,625.00
	Alternate 2:	\$187,200.00
	Alternate 3:	\$100,000.00
GeoGradel, Construction Toledo, OH	Base Bid:	\$2,697,000.00
	Alternate 1:	\$177,500.00
	Alternate 2:	\$175,500.00
	Alternate 3:	\$100,000.00

Mark Haynes Construction Norwalk, OH	Base Bid: \$2,660,750.00 Alternate 1: \$220,000.00 Alternate 2: \$218,400.00 Alternate 3: \$100,000.00
Great Lakes Dock & Material Muskegon, MI	Base Bid: \$3,802,421.00 Alternate 1: \$306,772.50 Alternate 2: \$308,880.00 Alternate 3: \$100,000.00
Huffman Equipment Eastlake, OH	Base Bid: \$4,450,050.00 Alternate 1: \$365,475.00 Alternate 2: \$369,720.00 Alternate 3: \$100,000.00

The engineer's estimate for the base bid as established by the consulting engineer was \$3,716,000. It is recommended to award the project, including base bid and all three alternates, to the lowest and best bidder, Mark Schaffer Excavating & Trucking, Inc. for a total project cost of \$2,978,325.00

Sister legislation is presented on this same commission agenda to enter into an agreement with KS Associates for Construction Inspection and Engineering through project close out. Both contracts would be paid from the \$4,029,500 grant detailed above. If both contracts are awarded, \$674,131.00 would remain for change orders and future phases of maintenance or construction. The contractual completion date for this project is May 31, 2022.

BUDGETARY INFORMATION: There is no impact to the City budget as the full contract amount totaling \$2,978,325.00 will be paid from on a reimbursable basis through accepted ODNR grant funding. This award would leave sufficient grant funds for inspection and construction engineering.

ACTION REQUESTED: It is recommended that proper legislation be prepared to award a contract to Mark Schaffer Excavating & Trucking of Norwalk, Ohio for the Cedar Point Causeway Wetlands project in the amount of \$2,978,325.00 and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter since construction must get started immediately to ensure contract and permitting schedules are met.

I concur with this recommendation:

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Cedar Point Causeway Wetlands

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 # 431-3860-53000

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/9/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MARK SCHAFER EXCAVATING & TRUCKING, INC. OF NORWALK, OHIO, FOR THE CEDAR POINT CAUSEWAY WETLAND PROJECT, PHASE 1, AND RELATING TO THE SANDUSKY BAY INITIATIVE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City previously accepted grant funds from the State of Ohio and the Ohio Department of Natural Resources (ODNR) for the Sandusky Bay Initiative, which includes the Cedar Point Causeway Wetland Project, and funds are listed as follows:

<u>Amount</u>	<u>Ordinance No.</u>	<u>Passed</u>
\$1,000,000.00	16-231	December 27, 2016
\$240,000.00	17-079	April 10, 2017
\$140,500.00	18-183	September 10, 2018
\$4,029,500.00	20-115	August 10, 2020
\$100,000.00	21-092	June 14, 2021

WHEREAS, this City Commission previously approved Agreements for Professional Services with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Initiative Area 1 & 2 Project, which includes the Cedar Point Causeway Wetland Project, by Ordinance No. 17-130, passed on June 26, 2017, Ordinance No. 18-045, passed on February 26, 2018, and Ordinance No. 18-184, passed on September 10, 2018; and

WHEREAS, the Cedar Point Causeway Wetland Project is Project 2 of the Sandusky Bay Initiative (SBI) and Phase 1 of the Cedar Point Causeway Wetland Project involves the installation of an armor stone breakwater from local quarries, natural wooden structures, turbidity curtains and other environmentally friendly materials to construct basins for the placement of dredged material; and

WHEREAS, this City Commission declared the necessity to proceed with the Cedar Point Causeway Wetland Project by Resolution No. 035-21R, passed on August 9, 2021; and

WHEREAS, upon public competitive bidding as required by law five (5) appropriate bids were received and the bid from Mark Schaffer Excavating & Trucking, Inc. of Norwalk, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost of this project based on bids and including Alternate bids 1, 2 & 3 is \$2,978,325.00 and will be paid with reimbursed grant funds awarded through the Ohio Department of Natural Resources; and

WHEREAS, approval is being requested in companion legislation to enter into an agreement for professional services with KS Associates, Inc. of Elyria, Ohio, in the amount of \$377,004.00 for construction inspection and engineering services for the Cedar Point Causeway Wetland Project; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to begin immediately to ensure contract and permitting schedules are met; 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 Mark Schaffer Excavating & Trucking, Inc. of Norwalk, Ohio, for the Cedar Point Causeway Wetland Project Phase 1, related to the Sandusky Bay Initiative, in an amount **not to exceed** Two Million Nine Hundred Seventy Eight Thousand Three Hundred Twenty Five and 00/100 Dollars (\$2,978,325.00) consistent with the bid submitted by Mark Schaffer Excavating & Trucking, Inc. of Norwalk, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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