



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
MARCH 28, 2022 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dick Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	M. Meinzer, W. Poole, D. Murray, D. Brady, S. Poggiali, D. Waddington, B. Harris
APPROVAL OF MINUTES	March 14, 2022
AUDIENCE PARTICIPATION	
SWEARING IN FIREMEN	Tim Steuk, Mario D'Amico, Fire Chief
PRESENTATIONS	First Energy Assistance Programs, Niketas Katsaros Sandusky Recreation at Mills School, Jason Werling & Tondra Frisby
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Aaron Klein, Public Works Director

US 6 RAISE GRANT CONSENT TO ODOT

Budgetary Information: There is no financial obligation at this time to submit the application. If the grant is approved and the project moves forward, additional legislation will be brought to Commission for review and approval. Financial breakdowns by organization and project segment costs are still being established. Any possible match requirements could include design services already under contract as well as monies made available from the Cleveland Road Tax Increment Financing (TIF) that are dedicated to The Landing and the Sandusky Bay Pathway.

RESOLUTION NO. _____: It is requested a resolution be passed adopting the preliminary legislation submitted by the Director of the Ohio Department of Transportation for the Sandusky/US 6 RAISE grant application, PID NO. 116570; authorizing and directing the City Manager to sign the preliminary legislation and to execute any necessary contracts with the Director of Transportation for this project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by James Stacey, Transit Administrator

AGREEMENT WITH SANDUSKY TRANSIT SYSTEM FOR CEDAR POINT

Budgetary Information: STS will receive \$125,000 for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2022 5311 Rural grant program.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and Millennium Operations, LLC., D.B.A. Cedar Point for the period of January 1, 2022, through December 31, 2022; and declaring that this ordinance shall take immediate effect in full accordance with Section 14 of the City Charter.

ITEM C – Submitted by Jason Werling, Recreation Superintendent

PRIORITY FIELD USE FOR LADY LIGHTNING FAST PITCH LEAGUE

Budgetary Information: The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance authorizing and directing the City Manager to enter into a license agreement with Lady Lightning Fast Pitch League for priority use of fields #1, #2 and #6 located at Dorn Community Park for their girls softball program beginning April 1, 2022, through October 31, 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Jason Werling, Recreation Superintendent

PRIORITY FIELD USE FOR AMVETS BASEBALL LEAGUE

Budgetary Information: The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance authorizing and directing the City Manager to enter into a license agreement with Sandusky AMVETS Baseball League for priority use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields #1, #2, and #3 and the concession stand and storage shed located at Sprau Park for the Sandusky AMVETS Baseball League program beginning April 1, 2022, through December 31, 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Jason Werling, Recreation Superintendent

PRIORITY FIELD USE FOR SANDUSKY TRAVELERS BASEBALL ACADEMY

Budgetary Information: The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Sandusky Travelers Baseball Academy for priority use of Rather Field located at Jaycee Park South for their baseball program beginning April 1, 2022, through October 31, 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Jason Werling, Recreation Superintendent

PRIORITY FIELD USE FOR PANTHER BASEBALL CLUB

Budgetary Information: The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with the Panther Baseball Club for priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio, for the Firelands Interleague Baseball League program beginning March 1, 2022, through July 31, 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by Michelle Reeder, Finance Director

ODNR SUBMERGED LAND LEASE AT CHESAPEAKE LOFTS

Budgetary Information: This submerged land lease is payable by the City of Sandusky as the leaseholder. The Chesapeake Lofts Condo Association will reimburse the City for the cost of the lease. ODNR does not allow a sub-lease holder to make a Submerged Land Lease payment on the City’s behalf.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to make payment to the Ohio Department of Natural Resources (ODNR), Office of Coastal Management for rental payment on submerged lands lease file no. SUB-2119B-ER for the period of April 1, 2022, through March 31, 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM H – Submitted by Josh Snyder, Public Works Engineer

LEGISLATION APPROVING UPDATES TO COMPREHENSIVE STORM WATER MANAGEMENT CODIFIED ORDINANCES

Budgetary Information: There is no budgetary impact.

- 1. ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part Nine (streets, utilities, and public services code), Title Three (utilities), Chapter 935 (comprehensive storm water management), Sections 935.02 (definitions), 935.04 (conflicts, severity, nuisances and responsibility), 935.07 (compliance with State and Federal regulations), 935.08 (comprehensive storm water management plans), 935.09 (performance standards), and 935.13 (violations), of the codified ordinances, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- 2. ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part Nine (streets, utilities, and public services code), Title Three (utilities), Chapter 937 (erosion and sediment control), Sections 937.02 (definitions), 937.05 (development of storm water pollution prevention plans), 937.06 (application procedures), 937.08 (storm water pollution prevention plan), 937.11 (self-inspection of control practices during construction), and 937.17 (enforcement) of the codified ordinances, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM I – Submitted by Josh Snyder, Public Works Engineer

SHORELINE PARK & PAPER DISTRICT MARINA WALKWAY PROJECT BID

Budgetary Information: The engineer’s estimated cost of the project including engineering, inspection, advertising, construction, and miscellaneous costs is \$114,991.25, which is coming from the Capital Park and Recreation Fund.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM J – Submitted by Josh Snyder, Public Works Engineer

CLEVELAND ROAD WATERLINE AGREEMENT WITH AMERICAN STRUCTUREPOINT

Budgetary Information: The design costs shall not exceed \$23,100 and shall be paid for with Water Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with American Structurepoint, Inc., of Cleveland, Ohio, for the waterline improvements in conjunction with the Cleveland Road Safety Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM K – Submitted by Mario D’Amico, Fire Chief

FIRE DEPARTMENT DISPOSAL OF TRACTOR

Budgetary Information: Remaining proceeds from the sale of the 2007 International Diamond Spec 7400SBA 4x2 Cabin Chassis Tractor will be placed into the EMS account, 431-1330.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of a 2007 International Diamond Cabin Chassis Tractor as having become unnecessary and unfit for City use pursuant to Section 25 of the City Charter; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA

ITEM 1 – Submitted by Jason Werling, Recreation Superintendent

MILLS SCHOOL LEASE FROM SANDUSKY CITY SCHOOLS FOR RECREATION

Budgetary Information: The three-year lease will be paid in monthly installments of \$5,500 each month starting April 1, 2022. Funds will be allocated and paid from the Capital Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three (3) year lease agreement with Sandusky City School District Board of Education for the former Mills School building located at 1918 Mills Street for the Recreation Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Jason Werling, Recreation Superintendent

PAPER DISTRICT MARINA FACILITY SEASONAL DOCKAGE AMENDMENT

Budgetary Information: The agreement will not result in any additional budgetary expenses. Any proceeds generated annually by said seasonal and transient rentals will be deposited in the Parks and Recreation Marina Fund.

RESOLUTION NO. _____: It is requested a resolution be passed amending Section 1 of Resolution no. 014-13R, passed on April 8, 2013, authorizing limited seasonal dockage at the Paper District Marina; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Aaron Klein, Public Works Director

PELEE ISLANDER STOP PILES BID

Budgetary Information: The estimated cost of the project, including advertising and miscellaneous costs is \$175,000. Final costs for all work related to this project will be incorporated into the existing lease with Owen Sound Transportation Company, which will require payment installments prior to 2027. Since the City will be required to front the capital expenses for the project, all reimbursements will be deposited back into the Capital Fund.

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

ITEM 4 – Submitted by Aaron Klein, Public Works Director

ENCROACHMENT LICENSE ALONG SHORELINE DRIVE FOR LANDMARK KITCHEN & BAR

Budgetary Information: There is no budgetary impact with this item. The property owner is responsible for the recoding fees to the Erie County Recorder Office.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Havinfun, LLC, to provide for the use of a certain portion of the City’s rights-of-way as described in the grant of a license for encroachment; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Josh Snyder, Public Works Engineer

AMENDMENT TO CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT

Budgetary Information: The previous approved cost for professional design services was \$263,615.00. The additional cost for final detailed design shall be \$911,302 with an updated cost not to exceed \$1,174,917. The funding split is 5% City of Sandusky and 95% Ohio Department of Transportation (ODOT) through the Safety funds.

ODOT Highway Safety Improvement Funds (4HJ7) and (4BC7) \$1,116,171.15
Major Infrastructure Funds (Streets) \$ 58,745.85

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the agreement for professional design services with American Structurepoint, Inc., of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 6 – Submitted by Josh Snyder, Public Works Engineer

2022 LOCAL STREET RESURFACING PROJECT AWARD TO PRECISION PAVING

Budgetary Information: The total construction cost of the project based on bids is \$1,794,328.35 which will be funded accordingly:

Stimulus (Federal) Funds	\$1,232,713.02
Parking & Admission Tax	\$ 140,000.00
State Gas Tax Money	\$ 28,000.00
Capital Streets	\$ 60,000.00
Water Funds	\$ 180,102.66
Sewer Funds	\$ 153,512.67

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Precision Paving, Inc., of Milan, Ohio, for the 2022 Local Street Resurfacing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 7 – Submitted by Josh Snyder, Public Works Engineer

AWARD EASTSIDE & WESTSIDE INTERCEPTORS CLEANING PROJECT TO C & K INDUSTRIAL

Budgetary Information: The total construction cost for the project shall not exceed \$594,930.85 and shall be paid with sewer funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with C & K Industrial Services, Inc., of Independence, Ohio, for the Eastside and Westside Interceptors Cleaning Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 8 – Submitted by Jonathan Holody, Community Development Director

ENTERPRISE ZONE TAX ABATEMENT WITH AMERICAN QUALITY STRIPPING

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy and will retain 44 full-time employment positions and create ten (10) permanent full-time positions subject to City income tax.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an Enterprise Zone Agreement with American Quality Stripping, Inc., relating to property located at 1310 Cleveland Road, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 9 – Submitted by Jonathan Holody, Community Development Director

ENTERPRISE ZONE TAX ABATEMENT WITH PIPE CREEK WHARF

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy and will create at least twelve (12) permanent full-time positions subject to City income tax.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an Enterprise Zone Agreement with Pipe Creek Wharf, LLC, relating to property located at 2330 River Road, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

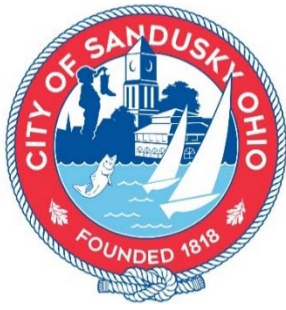
NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.CityofSandusky.com/Live – Click “Play” 



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E., Director

Date: March 16, 2022

Subject: Commission Agenda Item – Consent to ODOT for Preliminary Legislation to Apply for Funding from the RAISE Grant for the US 6 Connectivity Corridor Including Sandusky Bay Pathway Project, PID No. 116570 (Sandusky/US 6 RAISE Grant)

ITEM FOR CONSIDERATION: Legislation granting consent to the Director of the Ohio Department of Transportation (ODOT) to complete and submit a RAISE grant application for the US 6 Connectivity Corridor Including Sandusky Bay Pathway Project, PID No. 116570 (Sandusky/US 6 RAISE Grant) project.

BACKGROUND INFORMATION: Staff has been working with the Ohio Department of Transportation (ODOT), the Erie County Commissioners, Erie Regional Planning Commission (ERPC), the City of Huron, Huron Township, Perkins Township, and Norfolk Southern to develop a multi-jurisdictional transportation, bicycle and pedestrian project for submittal for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding from the federal government. ODOT is the lead agency for the application.

The proposed US 6 Connectivity Corridor Including Sandusky Bay Pathway Project (Project) will construct portions of the Sandusky Bay Pathway within the City of Sandusky from Cedar Point Drive to Hemminger Ditch including the Pipe Creek Bridge. If awarded, the City would be allowed to move forward with our portion of the project separately since we are farther along with design, acquisition, and environmental reviews than the remainder of the Project.

Additional project elements outside the City of Sandusky will include a multi-use path along US 6 from Sports Force Park to Rye Beach Road then south on Rye Beach Road to Sawmill Parkway, widening of US 6 from Camp Road to Rye Beach Road for installation of a two-way left turn lane (TWLTL), a roundabout at US 6 and Perkins Avenue, a roundabout at US 6 and Camp Road, a roundabout at US 6 and Rye Beach Road, and evaluation of possible roundabouts at US 6 & SR 2 ramps.

BUDGETARY INFORMATION: There is no financial obligation at this time to submit the application. If the grant is approved and the project moves forward, additional legislation will be brought to Commission for review and approval. Financial breakdowns by organization and project segment costs are still being established. Any possible match requirements could include design services already under contract as well as monies made available from the Cleveland Road Tax Increment Financing (TIF) that are dedicated to The Landing and the Sandusky Bay Pathway.

ACTION REQUESTED: It is recommended that proper legislation be prepared granting consent to the Director of the Ohio Department of Transportation (ODOT) to complete and submit a RAISE Grant for the US 6 Connectivity Corridor Including Sandusky Bay Pathway Project, PID No. 116570 (Sandusky/US 6 RAISE Grant) project and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for the preliminary legislation to be executed and delivered to ODOT prior to the April 15, 2022, grant deadline.

I concur with this recommendation:

Eric Wobser
City Manager

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

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE PRELIMINARY LEGISLATION SUBMITTED BY THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE SANDUSKY / US 6 RAISE GRANT APPLICATION, PID NO. 116570; AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN THE PRELIMINARY LEGISLATION AND TO EXECUTE ANY NECESSARY CONTRACTS WITH THE DIRECTOR OF TRANSPORTATION FOR THIS PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the U.S. Department of Transportation (DOT) has allocated \$1.5 billion in Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant funds made possible by President Biden’s Bipartisan Infrastructure Law; and

WHEREAS, the RAISE Discretionary Grant program, provides a unique opportunity for the DOT to invest in road, rail, transit and port projects that promise to achieve national objectives; and

WHEREAS, previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants, Congress has dedicated nearly \$9.9 billion for thirteen rounds of National Infrastructure Investments to fund projects that have a significant local or regional impact; and

WHEREAS, City Staff has been working with the Ohio Department of Transportation (ODOT), Erie County Commissioners, Erie Regional Planning Commission (ERPC), the City of Huron, Huron Township, Perkins Township, and Norfolk Southern to develop a multi-jurisdictional transportation, bicycle and pedestrian project for submittal for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding from the Federal government; and

WHEREAS, the consent legislation, a copy of which is attached to this Resolution and marked Exhibit “A”, is necessary for the Director of the Ohio Department of Transportation to complete and submit an application for funding through the RAISE funding program for the proposed US 6 Connectivity Corridor Including Sandusky Bay Pathway Project involving constructing portions of the Sandusky Bay Pathway from Cedar Point Drive to Hemminger Ditch including the Pipe Creek Bridge all within the City of Sandusky; and

WHEREAS, additional project elements outside the City of Sandusky will include a multi-use path along US 6 from Sports Force Park to Rye Beach Road then south on Rye Beach Road to Sawmill Parkway, widening of US 6 from Camp Road to Rye Beach Road for installation of a two-way left turn lane (TWLTL), a roundabout at US 6 and Perkins Avenue, a roundabout at US 6 and Camp Road, a roundabout at US 6 and Rye Beach Road, and evaluation of possible roundabouts at US 6 & SR 2 ramps; and

WHEREAS, the City will assume and bear the design and right-of-way costs for the portion of the Sandusky Bay Pathway from Cedar Point Drive to Hemminger Ditch; 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 allow the preliminary legislation to be executed and delivered to ODOT prior to the April 15, 2022, grant deadline; and

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

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

Section 1. The preliminary legislation submitted by the Director of the Ohio Department of Transportation, a copy of which is attached to this Resolution and marked Exhibit "A", for the Sandusky / US 6 Raise Grant Project, PID No. 116570, consenting to the Director of Transportation to complete and submit a grant application for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding, is adopted by this City Commission and the President of this City Commission is authorized to sign the preliminary legislation.

Section 2. The City Manager is hereby authorized and directed to sign the preliminary legislation and to execute any necessary contracts with the Director of Transportation for the Sandusky, US 6 Raise Grant Project, PID No. 116570.

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

PRELIMINARY LEGISLATION

Ordinance/Resolution No. _____
PID No. 116570
Sandusky/US 6 Raise Grant

The following _____ enacted by the _____ City _____ of _____ Sandusky _____, Ohio,
(Ordinance/Resolution)
hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State and the City have agreed to apply for funding from the Raise Grant Federal funding program for the following described project:

ERI US 6 RAISE Grant Application will construct portions of the Sandusky Bay Pathway from Cedar Point Drive to Hemminger Ditch all inside the City of Sandusky.

Additional project elements, outside the City of Sandusky will include a Multi-use path along US 6 from Sports Force Park to Rye Beach Rd then south on Rye Beach Rd to Sawmill Pkwy, a Roundabout at US 6 & Perkins Ave, Roundabout at US 6 & Camp Rd, Roundabout at US 6 & Rye Beach Rd, Roundabout at US 6 & SR 2 WB Ramp, Roundabout at US 6 & SR 2 EB Ramp and widening of US 6 from Camp Rd to Rye Beach Rd to install a two-way left turn lane (TWLTL)

Construction would be phased with the portion within the City of Sandusky advancing separately from the portions outside the City, likely in calendar year 2024.

NOW THEREFORE, be it ordained by the _____ City _____ of _____ Sandusky _____, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City would be provided with a directly proportionate amount of the awarded funds, and would proceed separately from those portions outside the City of Sandusky as needed.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation, for the portion of this project within the Sandusky Corporation limit, as follows:

- 1) *The City agrees to assume and bear the design and right of way costs for the portion of the Sandusky Bay Pathway from Cedar Point Drive to Hemminger Ditch;*

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law;
- 2) provide ample financial provisions, as necessary, for the maintenance of the described project;
- 3) maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.

SECTION V – Utilities and Right-of-Way Statement

The City agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual

_____, 20____.
(Date)

Attested: _____
(Clerk)

(Officer of City - title)

Attested: _____
(Title)

(President of Council)

This _____ is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO
City of Sandusky of Erie County, Ohio

I, _____, as Clerk of the City of Sandusky of Erie County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)

the legislative Authority of the said City of Sandusky on this ____ day of _____, 20____,

that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)

and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)

_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this ____ day of _____, 20____,

(SEAL)
(If Applicable)

Clerk Signature
City of Sandusky of Erie County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Sandusky of Erie County, Ohio

Attest: _____, Date _____
Contractual Officer



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

TO: Eric Wobser, City Manager
FROM: James A. Stacey III, Transit Administrator
DATE: March 15, 2022
SUBJECT: Agreement for Transportation Services – Cedar Point

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a contract for transportation services between the City of Sandusky / Sandusky Transit System and Cedar Point for employee transportation services.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) will provide unlimited, safe, reliable, transportation services to all of Cedar Point employees on Fixed Routes only.

This contract is in effect from January 1, 2022 until December 31, 2022 at a negotiated rate of \$125,000 per year.

Cedar Point will be invoiced and billed \$31,250 on a Quarterly basis and be expected to pay in a timely manner. The money received from this contract will help meet the local match to support the 2022 5311 Rural grant program to support transit in Erie County.

BUDGET IMPACT: STS will receive \$125,000 for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2022 5311 Rural grant program.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a contract for transportation services with Cedar Point. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the agreement to be immediately executed as it commenced on January 1, 2022, and to continue provides services for Cedar Point.

James A. Stacey III, Public Transit Administrator

I concur with this recommendation:

Eric Wobser, City Manager

Jonathan Holody,
Director of Community Development

cc: Cathy Meyers, Clerk of the City Commission
Michelle Reeder, Finance Director
Brendan Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND MILLENNIUM OPERATIONS LLC, D.B.A. CEDAR POINT FOR THE PERIOD OF JANUARY 1, 2022, THROUGH DECEMBER 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Transit System will provide free transportation services for Cedar Point employees, upon the showing of the employee's valid Cedar Point Identification Card, for any of the Fixed Routes on the Sandusky Transit System; and

WHEREAS, the Sandusky Transit System has provided these services to Cedar Point since 2019, and is desirous to continue these services; and

WHEREAS, Cedar Point will pay \$125,000.00 for the unlimited ridership for their employees for the period of January 1, 2022, through December 31, 2022; 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 which commenced on January 1, 2022, and to continue providing services for Cedar Point; 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 Sandusky Transit System, 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 to execute an Agreement with Millennium Operations LLC, d.b.a. Cedar Point, for transportation services related to the Sandusky Transit System for the period from January 1, 2022, through December 31, 2022, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent

with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

TRANSPORTATION AGREEMENT

This Transportation Agreement between the City of Sandusky's Sandusky Transit System (STS) and Millennium Operations LLC d.b.a. Cedar Point, herein known as Cedar Point sets forth the terms agreed upon between the parties for provision of program eligible transportation service.

Term: The services performed under this agreement will be for the period commencing January 1, 2022 and continuing through December 31, 2022.

Scope of Service: STS will provide free transportation services for Cedar Point employees, upon the showing of the employee's valid Cedar Point Identification Card, for any of the STS fixed routes.

Operating Days: Service will be available every day except the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day, but subject to change.

Fare and Payment Schedule: Cedar Point will pay \$125,000 for unlimited ridership for Cedar Point employees for all fixed routes. Fixed Routes are Monday through Saturday and normally scheduled service hours between 6:00 a.m. to 10:00 p.m., but subject to change.

Billing: Cedar Point will be billed, and shall pay, for services quarterly in the amount of \$31,250, for a total amount of \$125,000.

STS Responsibilities

1. Vehicle Operations: STS will provide free transportation on any of the STS Fixed Routes to any Cedar Point employee, who shows their valid Cedar Point ID card.

Cedar Point Responsibilities

1. Passenger Information: Cedar Point shall inform their employees that in order to ride the STS fixed routes for free, the employees shall show their valid Cedar Point ID card.

Monitoring and Evaluation: STS and Cedar Point will monitor the manner in which the terms of this Agreement are being carried out and evaluate its effectiveness.

Amendments: This Agreement may be amended at any time by a written amendment signed by both parties.

Termination: This agreement may be terminated by either party upon ninety (90) days notice in writing provided by one party to the other. STS will continue to provide service until the effective date of termination, and Cedar Point will make payment in accordance with the payment provisions of the Agreement for the services prior to the effective date of termination.

CITY OF SANDUSKY

MILLENNIUM OPERATIONS LLC
D.B.A. CEDAR POINT

BY:

Eric Wobser, City Manager

Jason McClure, General Manager

Date

Date

Approved as to form:

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



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: March 28, 2022

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Lady Lightning Fast Pitch for priority use of Dorn Park Fields 1, 2, and 6 (SHS Varsity Softball Field) from April 1, 2022 through October 31, 2022.

BACKGROUND INFORMATION:

The Lady Lightning Fast Pitch plans to use the Dorn Fields as their home for the 2022 season. The city maintains priority-use agreements with various leagues throughout the baseball/softball season and those leagues have agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

Field 6 is also used for the Sandusky High School varsity softball team. If there is a conflict of time, the Lady Lightning team will defer to the varsity team for use of the field.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Lady Lightning Fast Pitch for seasonal priority use of fields 1, 2, and 6 (SHS Varsity Softball Field). It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute to Lady Lightning Fast Pitch to move forward with scheduling activities prior to the commencing date of April 1, 2022.

I concur with this recommendation:

Jason Werling
Recreation Superintendent

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH LADY LIGHTNING FAST PITCH LEAGUE FOR PRIORITY USE OF FIELDS #1, #2, AND #6 LOCATED AT DORN COMMUNITY PARK FOR THEIR GIRLS SOFTBALL PROGRAM BEGINNING APRIL 1, 2022, THROUGH OCTOBER 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Lady Lightning Fast Pitch League desires to have priority use of Fields #1, #2, and #6 located at Dorn Community Park for their softball program beginning April 1, 2022, through October 31, 2022, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

WHEREAS, it is necessary for the City to grant the Lady Lightning Fast Pitch League permission to utilize the City's park property on a priority use basis; and

WHEREAS, the Lady Lightning Fast Pitch League is willing to perform routine maintenance to the ball field areas under the direction of the Recreation Superintendent in exchange for the priority use of the ball fields; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by the Lady Lightning Fast Pitch League; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and prior to the commencing date of April 1, 2022; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 License Agreement with Lady Lightning Fast Pitch League for priority use of Fields #1, #2, and #6 located at Dorn Community Park for their girls softball league beginning April 1, 2022, through October 31, 2022, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions

as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2022, between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and Lady Lightning Fast Pitch League, 1214 Waverly Road, Sandusky, Ohio, Sandusky, Ohio, 44870, hereinafter referred to as "Licensee" for the purpose of utilizing Fields No. 1, 2, and 6 located at Dorn Community Park from April 1, 2022, through October 31, 2022.

WHEREAS, the Lady Lightning Fast Pitch League to have priority use of Fields No. 1, 2, and 6 located at Dorn Community Park for their Girls Softball Program beginning April 1, 2022, through October 31, 2022, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

WHEREAS, it is necessary for the City to grant the Licensee permission to utilize the City's park property on a priority use basis; and

WHEREAS, Licensee is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent of the City in exchange for the priority use of the specific ball fields delineated in this License Agreement; and

WHEREAS, the City and the Licensee understand and acknowledge they need to work cooperatively to insure that all City ball fields are equitably shared and available.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Fields No. 1, 2, and 6 located at Dorn Community Park.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's schedules, for a period commencing April 1, 2022, through October 31, 2022.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball fields become unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts, the priority use privilege granted by this Agreement is in exchange for the Licensee's Agreement to perform routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City, which includes, but is not necessarily limited to,

preparing, dragging and lining playing surfaces prior to each scheduled game, mowing, trimming, litter pick up, and making repairs to fencing and turf.

Licensee acknowledges and understands that the specific plans for repairs to the fencing and turf and any other improvements shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Dorn Community Park owned by the City.

Licensee agrees not to erect or cause to be erected on the property described in Section One any buildings or structures, whether permanent or temporary, without securing the prior approval of the City Manager or their designee pursuant to this Agreement.

SECTION FOUR **INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's students, members, guests, volunteers or invitees unless the injuries or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates to the City annually and in advance of the start of each baseball and softball season for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Dorn Community Park all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee shall clean up and dispose of any refuse resulting from the use of the ball fields and shall remind spectators,

parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

Licensee also acknowledges that Field 6 is utilized by the Sandusky High School Varsity Softball Team. If the Sandusky High School Varsity Softball Team's activities and Licensee's activities have a time conflict, the Licensee shall defer to the Sandusky High School Varsity Softball Team for use of Field 6.

SECTION SIX **GOVERNING LAW**

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

City of Sandusky:
c/o City Manager
240 Columbus Avenue
Sandusky, OH 44870

Licensee:
Lady Lightning Fast Pitch League
c/o Jen Sartor
1214 Waverly Road
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

SECTION NINE **MODIFICATIONS**

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

SECTION TWELVE
VALIDITY OF AGREEMENT

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement, including Exhibit "A", contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio, have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Jen Sartor, President
Lady Lightning Fast Pitch League

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Jen Sartor, President of the Lady Lightning Fast Pitch League and acknowledged their execution of the foregoing instrument as said Licensee on behalf of Lady Lightning Fast Pitch League and that the same is their voluntary act and deed as said Licensee on behalf of Lady Lightning Fast Pitch League.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Lady Lightning Fast Pitch League Schedule

April 1, 2022, through October 31, 2022

DRAFT



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: March 28, 2022

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Sandusky AMVETS Baseball League for priority use of Amvets Park Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. #1-#3 and the concession stand located at Sprau Park for the Sandusky AMVETS Baseball League Programs (June 1 through August 15) beginning April 1, 2022 through December 31, 2022.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has had License Agreements for the priority use of ball fields with the Sandusky AMVETS baseball league for the past numerous years which has worked well for all parties. Because of the success of the agreements with the leagues, it would be beneficial to enter into this agreement.

During the term of the last agreement, the leagues took more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with the Sandusky AMVETS Baseball League for seasonal priority use of the listed ballfields above. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow the Sandusky AMVETS Baseball League to move forward with scheduling activities prior to the commencing date of April 1, 2022.

I concur with this recommendation:

Jason Werling
Recreation Superintendent

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY AMVETS BASEBALL LEAGUE FOR PRIORITY USE OF ERIE BLACKTOP FIELD AND THE CONCESSION STAND LOCATED AT AMVETS PARK AND FIELDS #1, #2, AND #3 AND THE CONCESSION STAND AND STORAGE SHED LOCATED AT SPRAU PARK FOR THE SANDUSKY AMVETS BASEBALL LEAGUE PROGRAM BEGINNING APRIL 1, 2022, THROUGH DECEMBER 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky AMVETS Baseball League desires to have priority use of Field #1 and the concession stand located at AMVETS Junior Park and Field #1, #2, and #3 and the concession stand located at Sprau Park for the Sandusky AMVETS Baseball League Program beginning April 1, 2022, through December 31, 2022, as documented in the schedules marked Exhibit "A" attached and incorporated in the License Agreement; and

WHEREAS, it is necessary for the City to grant the Sandusky AMVETS Baseball League permission to utilize the City's park property on a priority use basis; and

WHEREAS, the Sandusky AMVETS Baseball League is willing to perform routine maintenance to the ball field areas and concession stands under the direction of the Recreation Superintendent in exchange for the priority use of the ball fields and concession stands; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by the Sandusky AMVETS Baseball League; 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 License Agreement and prior to the commencing date of April 1, 2022; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 License Agreement with the Sandusky AMVETS Baseball League for priority use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields #1, #2, and #3 and the concession stand and storage shed located at Sprau Park for the Sandusky AMVETS Baseball League Program beginning April 1, 2022, through December 31, 2022, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2022 between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and the Sandusky AMVETS Baseball League, P.O. Box 1462, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing Erie Blacktop Field and the concession stand located at Amvets Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park from April 1, 2022 through December 31, 2022.

WHEREAS, the Sandusky AMVETS Baseball League desires to have priority use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park for the Sandusky AMVETS Baseball League beginning June 1, 2022, through August 15, 2022, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

WHEREAS, it is necessary for the City to grant the Licensee permission to utilize the City's park property on a priority use basis; and

WHEREAS, Licensee is willing to perform routine maintenance to the ball field areas and concession stands under the direction of the Recreation Superintendent of the City in exchange for the priority use of the specific ball fields delineated in this License Agreement; and

WHEREAS, the City and the Licensee understand and acknowledge they need to work cooperatively to insure that all City ball fields are equitably shared and available.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's participants, coaches, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields, concession stands and storage shed during the Licensee's Sandusky AMVETS Baseball League schedule for a period commencing June 1, 2022, through August 15, 2022.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball field becomes unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts the priority use privilege granted by this Agreement is in exchange for the performance of routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City,

which includes, but is not necessarily limited to, preparing, dragging and lining of playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to the fencing, concessions stands and storage shed.

Licensee acknowledges and understands that the specific plans for repairs to the fencing, turf and the concession stands and any other improvements shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the AMVETS Park and/or Sprau Park owned by the City.

Licensee agrees not to erect or cause to be erected on the property described in Section One any buildings or structures, whether permanent or temporary, without securing the prior approval of the City Manager or their designee pursuant to this Agreement.

SECTION FOUR **INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's participants, coaches, members, guests, volunteers or invitees unless the injuries or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates to the City annually and in advance of the start of each baseball season for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park all applicable Park rules

and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee shall clean up and dispose of any refuse resulting from the use of the ball fields and shall remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

SECTION SIX **GOVERNING LAW**

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

City of Sandusky:
c/o City Manager
240 Columbus Avenue
Sandusky, OH 44870

Licensee:
c/o Board President
Sandusky AMVETS Baseball League
P.O. Box 1462
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

SECTION NINE **MODIFICATIONS**

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

SECTION TWELVE
VALIDITY OF AGREEMENT

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement, including Exhibit "A" contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio, has caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

EXHIBIT "1"

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Jerry Evans, Board President
Sandusky AMVETS Baseball League

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Jerry Evans, Board President, Sandusky AMVETS Baseball League and acknowledged their execution of the foregoing instrument as said Licensee on behalf of Sandusky AMVETS Baseball League and that the same is their voluntary act and deed as said Licensee on behalf of Sandusky AMVETS Baseball League.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Sandusky AMVETS Baseball League Schedule

June 1, 2022, through August 15, 2022

EXHIBIT "1"



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: March 28, 2022

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Sandusky Travelers Baseball Academy for priority use of Rather Field at Jaycee Park South beginning April 1, 2022 through October 31, 2022.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has worked with the Sandusky Travelers Baseball Academy, previously Xavier's Baseball Academy, for many years for use of Rather Field at Jaycee Park. Because of the success of the continued use and upkeep of the park area, it would be beneficial to enter into this agreement.

The Sandusky Travelers Baseball Academy has taken on more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. Each league has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Sandusky Travelers Baseball Academy for seasonal priority use of Rather Field at Jaycee Park. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute to allow Sandusky Travelers Baseball Academy to move forward with scheduling activities prior to the commencing date of April 1, 2022.

I concur with this recommendation:

Jason Werling
Recreation Superintendent

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY TRAVELERS BASEBALL ACADEMY FOR PRIORITY USE OF RATHER FIELD LOCATED AT JAYCEE PARK SOUTH FOR THEIR BASEBALL PROGRAM BEGINNING APRIL 1, 2022, THROUGH OCTOBER 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Sandusky Travelers Baseball Academy, previously Xavier's Baseball Academy, desires to have priority use of Rather Field located at Jaycee Park South for their baseball program from April 1, 2022 through October 31, 2022, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

WHEREAS, it is necessary for the City to grant Sandusky Travelers Baseball Academy permission to utilize the City's park property on a priority use basis; and

WHEREAS, Sandusky Travelers Baseball Academy is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent in exchange for the priority use of the ball fields; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by Sandusky Travelers Baseball Academy; 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 License Agreement as the season began on April 1, 2022; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 License Agreement with Sandusky Travelers Baseball Academy for priority use of Rather Field located at Jaycee Park South for Sandusky Travelers Baseball Academy Program beginning April 1, 2022, through October 31, 2022, substantially in the same form as Exhibit "1", a copy of which is attached to this

Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2022, between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and Sandusky Travelers Baseball Academy, 215 Windswood Way, Sandusky, Ohio, 44870, hereinafter referred to as "Licensee" for the purpose of utilizing Rather Field located at Jaycee Park South from April 1, 2022, through October 31, 2022.

WHEREAS, Sandusky Travelers Baseball Academy desires to have priority use of Rather Field located at Jaycee Park South beginning April 1, 2022, through October 31, 2022, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

WHEREAS, it is necessary for the City to grant the Licensee permission to utilize the City's park property on a priority use basis; and

WHEREAS, Licensee is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent of the City in exchange for the priority use of the specific ball fields delineated in this License Agreement; and

WHEREAS, the City and the Licensee understand and acknowledge they need to work cooperatively to insure that all City ball fields are equitably shared and available.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE **GRANT OF LICENSE**

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Rather Field located at Jaycee Park South.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's schedules, for a period commencing April 1, 2022, through October 31, 2022.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball fields become unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts, the priority use privilege granted by this Agreement is in exchange for the Licensee's Agreement to perform routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City, which includes, but is not necessarily limited to, preparing, dragging and lining playing surfaces prior to each scheduled game, mowing, trimming, litter pick up, and making repairs to fencing and turf.

Licensee acknowledges and understands that the specific plans for repairs to the fencing and turf and any other improvements shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Dorn Community Park owned by the City.

Licensee agrees not to erect or cause to be erected on the property described in Section One any buildings or structures, whether permanent or temporary, without securing the prior approval of the City Manager or their designee pursuant to this Agreement.

SECTION FOUR **INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's students, members, guests, volunteers or invitees unless the injuries or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates to the City annually and in advance of the start of each baseball and softball season for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this

Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.

- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Rather Field located at Jaycee Park South all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee shall clean up and dispose of any refuse resulting from the use of the ball fields and shall remind spectators,

parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

SECTION SIX **GOVERNING LAW**

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

City of Sandusky:
c/o City Manager
240 Columbus Avenue
Sandusky, OH 44870

Licensee:
Sandusky Travelers Baseball Academy
c/o Wilbert Farris, Academy President
215 Windwood Way
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

SECTION NINE **MODIFICATIONS**

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

SECTION TWELVE **VALIDITY OF AGREEMENT**

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement, including Exhibit “A”, contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio, have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Wilbert Farris, Academy President
Sandusky Travelers Baseball Academy

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Wilbert Farris, Academy President, Sandusky Travelers Baseball Academy and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky Travelers Baseball Academy School and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky Travelers Baseball Academy.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Sandusky Travelers Baseball Academy Schedule

April 1, 2022, through October 31, 2022

DRAFT



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Jason Werling, Recreation Superintendent

DATE: March 28, 2022

RE: Item for Commission Agenda- Priority Use Agreement for Panther Baseball Club

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year License Agreement with the Panther Baseball Club for priority use of the field located at Kiwanis Park for the Firelands Interleague Baseball League program from April 1, 2022 through July 31, 2022.

BACKGROUND INFORMATION:

The City of Sandusky has held a Priority Use Agreement with the Sandusky Bay Baseball League from 2017-2019 which has worked well for all parties.

The Panther Baseball League has agreed to continue the responsibility to maintain the ball field by preparing, dragging and lining of the fields prior to games and as well as mowing, trimming, and making repairs to the fencing, concessions stand and storage shed which is a tremendous help to the City.

BUDGET IMPACT:

The agreement will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the Panther Baseball Club.

ACTION REQUESTED:

It is requested that legislation be approved authorizing the City Manager to enter into an Agreement with Panther Baseball Club for seasonal priority use of the Kiwanis Park Ball Field. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to execute the License Agreement and prior to the start of the season, which begins on April 1, 2022.

I concur with this recommendation:

Jason Werling
Recreation Superintendent

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE PANTHER BASEBALL CLUB FOR PRIORITY USE OF THE KIWANIS PARK BALL FIELD LOCATED AT 2227 FIRST STREET, SANDUSKY, OHIO, FOR THE FIRELANDS INTERLEAGUE BASEBALL LEAGUE PROGRAM BEGINNING MARCH 1, 2022, THROUGH JULY 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Panther Baseball Club desires to have priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio for the Firelands Interleague Baseball League Program from March 1, 2022 through July 31, 2022, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

WHEREAS, it is necessary for the City to grant the Panther Baseball Club permission to utilize the City's park property on a priority use basis; and

WHEREAS, the Panther Baseball Club will perform routine maintenance to the ball field areas and concession stand, which includes preparing, dragging and lining of playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to the fencing, concessions stand and storage shed, in exchange for the priority use of the baseball field; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon maintenance performed by the Panther Baseball Club; 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 as the season began on March 1, 2022; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 License Agreement with the Panther Baseball Club for priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio, for the Firelands

Interleague Baseball League Program beginning March 1, 2022, through July 31, 2022, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2022 between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and the Panther Baseball Club, 1512 Wayne Street, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing the Kiwanis Park Ball Field, concession stand, and storage shed located at 2227 First Street, Sandusky, Ohio from April 1, 2022 through July 31, 2022.

WHEREAS, the Panther Baseball Club desires to have priority use of Kiwanis Park Ball Field, concession stand, and storage shed for the Firelands Interleague Baseball League beginning April 1, 2022 through July 31, 2022, which includes games and practices, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

WHEREAS, it is necessary for the City to grant the Licensee permission to utilize the City's park property on a priority use basis; and

WHEREAS, Licensee is willing to perform routine maintenance to the ball field areas and concession stand under the direction of the Recreation Superintendent of the City in exchange for the priority use of the ball field delineated in this License Agreement; and

WHEREAS, the City and the Licensee understand and acknowledge they need to work cooperatively to insure that all City ball fields are equitably shared and available.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE **GRANT OF LICENSE**

The City hereby grants to Licensee and to Licensee's participants, coaches, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Kiwanis Park Ball Field, concession stand and storage shed located at 2227 First Street, Sandusky, Ohio.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball field, concession stand and storage shed during the Licensee's schedules, for a period commencing April 1, 2022 through July 31, 2022.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball field becomes unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts the priority use privilege granted by this Agreement is in exchange for the Licensee's agreement to perform routine maintenance to the ball field area and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City, which includes, but is not necessarily limited to, preparing, dragging and lining of playing surfaces prior to each scheduled game,

mowing, trimming, litter pick up, and making repairs to the fencing, concessions stands and storage shed.

Licensee acknowledges and understands that the specific plans for repairs to the fencing, turf and the concession stand and any other improvements shall be pre-approved by the City Manager and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Kiwanis Park owned by the City.

Licensee agrees not to erect or cause to be erected on the property described in Section One any buildings or structures, whether permanent or temporary, without securing the prior approval of the City Manager or their designee pursuant to this Agreement.

SECTION FOUR **INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's participants, coaches, members, guests, volunteers or invitees unless the injuries or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates to the City annually and in advance of the start of each baseball season for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of the Kiwanis Park Ball Field, concession stand, and storage shed located at Kiwanis Park all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee is responsible for clean-up and dispose of any refuse resulting from the use of the ball field. Licensee shall remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

Kiwanis Park Ball Field, concession stand and storage shed located at Kiwanis Park are a part of the City's Public Park System and as such the City is responsible for all routine maintenance identical to the maintenance provided to all City parks and ball fields, which includes, but is not necessarily limited to, mowing, repairs to fencing, turf, playing surfaces and permanent structures.

SECTION SIX **GOVERNING LAW**

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon sixty (60) days written notification to the other party:

City of Sandusky:
c/o City Manager
240 Columbus Avenue
Sandusky, OH 44870

Licensee:
c/o Jon Lawrence
Panther Baseball Club
1512 Wayne Street
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

SECTION NINE **MODIFICATIONS**

This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

SECTION TWELVE
VALIDITY OF AGREEMENT

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement, including Exhibit "A" contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio, have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Jon Lawrence, Board President
Panther Baseball Club

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Jon Lawrence, Board President, Panther Baseball Club, and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Panther Baseball Club and that the same is his voluntary act and deed as said Licensee on behalf of said Panther Baseball Club.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Firelands Interleague Baseball League Schedule

April 1, 2022 through July 31, 2022

DRAFT



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: March 17, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an ordinance authorizing payment in the amount of \$13,764.34 to the Ohio Department of Natural Resources (ODNR) for submerged land lease SUB-2119B-ER, the Chesapeake Lofts, for the period of April 1, 2022 to March 31, 2023.

BACKGROUND INFORMATION:

This Submerged Lands Lease is payable by the City of Sandusky as the leaseholder. The Chesapeake Lofts Condominium Association, Mid-States Development Corporation's assigned sub-lessee, will reimburse the City for the cost of the lease payment pursuant to Submerged Lands Lease Agreement SUB-2119B-ER.

BUDGETARY INFORMATION:

This submerged land lease is payable by the City of Sandusky as the lease holder. The Chesapeake Lofts Condo Association will reimburse the City for the cost of the lease. ODNR does not allow a sub-lease holder to make a Submerged Land Lease payment on the City's behalf.

ACTION REQUIRED:

It is requested that the City Commission enact the ordinance and have it take immediate effect under Section 14 of the City Charter in order to make timely payment to the Ohio Department of Natural Resources.

I concur with this recommendation:

Eric Wobser

City Manager

Michelle Reeder

Finance Director

CC: Brendan Heil, Law Director

**State of Ohio - Ohio Dept of Natural Resources
Submerged Lands Lease Invoice**

Please Remit To:
1031 Pierce St., Ste. A
Sandusky OH 44870

Page: 1
Invoice No: DNRSL22112
Consolidated Invoice No:
Invoice Date: 03/07/2022
Customer Number: SUB-2119B-ER001
Payment Terms: NET 30
Due Date: 04/06/2022

Bill To:
City of Sandusky
Attn: Megan E. Stookey, Dept of Public Works
240 Columbus Ave
Sandusky OH 44870

AMOUNT DUE: 13,764.34 USD

Make Checks Payable To: Ohio Treasurer of State
Billing Service Period: From 01-APR-2022 To 31-MAR-2023
For billing questions, please call or email (419) 626-7980
To ensure proper payment processing, please be sure the invoice number is on all payments.

Line	Adj	Identifier	Description	Contract Number	Quantity	UOM	From Date	To Date	Unit Amt	Net Amount
1		SLL LEASE			1.00	EA	04/01/22	03/31/23	13,764.3400	13,764.34
SUBTOTAL:										13,764.34
TOTAL AMOUNT DUE :										13,764.34

Lease Periods: 04/01/2022 - 03/31/2023

Rent for one (1) billing period at \$13,764.34 each.

Please remit 2nd copy of invoice with your payment.

STANDARD

Original

CERTIFICATE OF FUNDS

In the Matter of: ODNR-Chesapeake Lofts Submerged Land Lease

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

Account #110-7900-53006

By: 

Michelle Reeder

Finance Director

Dated: 3/17/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE PAYMENT TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), OFFICE OF COASTAL MANAGEMENT FOR RENTAL PAYMENT ON SUBMERGED LANDS LEASE FILE NO. SUB-2119B-ER FOR THE PERIOD OF APRIL 1, 2022, THROUGH MARCH 31, 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the Lessee of a Submerged Lands Lease, File No. SUB-2119B-ER, for the submerged land which is part of the Chesapeake Lofts and as the Lessee, is responsible for all terms and conditions contained in the Submerged Lands Lease, including any annual rent; and

WHEREAS, as part of the agreement with Mid-States Development Corporation, the cost for the annual Submerged Lands Lease rental payment is to be reimbursed by Mid-States to the City; and

WHEREAS, the total cost for Submerged Lands Lease File No. SUB-2119B-ER, as reflected on the current unpaid invoice, is \$13,764.34 and will initially be paid by the City and then reimbursed by the Chesapeake Lofts Condominium Association, Mid-States Development Corporation's assigned sub-lessee, in accordance with the 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 make payment in a timely manner to the Ohio Department of Natural Resources; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to make payment to the Ohio Treasurer of State as requested by the Ohio Department of Natural Resources (ODNR), Office of Coastal Management, Sandusky, Ohio, for rental payment for Submerged Lands Lease File No. SUB-2119B-ER, for the period April 1, 2022, through March 31, 2023, in an amount **not**

to **exceed** Thirteen Thousand Seven Hundred Sixty Four and 34/100 Dollars (\$13,764.34), consistent with the invoice submitted to 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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022



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., Public Works Engineer

Date: March 14, 2022

Subject: Commission Agenda Item – Updating sections of ordinance chapters 935 and 937

ITEM FOR CONSIDERATION: Legislation approving updates to the Floodplain Damage Reduction section of the Codified Ordinance, Chapters 935 and 937.

BACKGROUND INFORMATION:

The City of Sandusky is considered a Small MS4 (Municipal Separate Storm Sewer System) as it pertains to the National Pollutant Discharge Elimination System (NPDES) for Phase II stormwater permitting. The Phase II permit requires that six minimum control measures be in place for separated storm sewer systems. The six control measures are designed to improve stormwater quality and quantity while raising awareness through education. The following is the list of the six minimum control measures that are required by the Phase II Permit:

1. **Public Education and Outreach Program**
2. **Public Involvement and Participation**
3. **Elimination of Illicit Discharges**
4. **Construction Site Storm Water Runoff Ordinance**
5. **Post-Construction Storm Water Management Ordinance**
6. **Pollution Prevention and Good Housekeeping**

Erie Soil and Water Conservation District (ESWCD) provides services for measure #1 and #2 as well as training and compliance with other measures. The City's current Sewer Ordinance (Ch. 933) addresses measure #3. Two codified ordinances address measures #4 and #5 above: Chapter 935 Comprehensive Storm Water Management and Chapter 937 Erosion and Sediment Control. City staff performs tasks for compliance with measure #6.

Chapters 935 and 937, last updated in 2014, are intended to promote the use of stormwater Best Management Practices (BMP's) throughout the entire city, not just the locations of separate storm sewers. Since 2014, Ohio EPA has updated their regulations, adding more restrictions and refining others. Small MS4 communities were required to update ordinances to comply with these modifications by April 1, 2022. A review of the current ordinance in early 2022 concluded that compliance with the new permit requires revisions in Sandusky.

City staff has been in discussions with ESWCD and Ohio EPA to reach a resolution, including deadlines for the items listed in the NOV. The EPA was notified that our updated Ordinances would be brought to the City Commission for approval before April 1, 2022.

BUDGETARY INFORMATION: There is no budgetary impact.

ACTION REQUESTED: It is recommended that the legislation for modifying Chapters 935 and 937 be approved and that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to update these Chapters of the Codified Ordinances at the earliest opportunity in order to comply with the requirements of the Ohio EPA.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, PE
Director, City Engineer

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART NINE (STREETS, UTILITIES, AND PUBLIC SERVICES CODE), TITLE THREE (UTILITIES), CHAPTER 935 (COMPREHENSIVE STORM WATER MANAGEMENT), SECTIONS 935.02 (DEFINITIONS), 935.04 (CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY), 935.07 (COMPLIANCE WITH STATE AND FEDERAL REGULATIONS), 935.08 (COMPREHENSIVE STORM WATER MANAGEMENT PLANS), 935.09 (PERFORMANCE STANDARDS), AND 935.13 (VIOLATIONS) OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is considered a Small MS4 (Municipal Separate Storm Sewer System) as it pertains to the National Pollutant Discharge Elimination System (NPDES) for Phase II storm water permitting which requires control measures to be in place for separated storm sewer systems; and

WHEREAS, in 2008, the City adopted Chapters 935 (Comprehensive Storm Water Management) and 937 (Erosion and Sediment Control) that were modified in 2014 pursuant to updated Ohio Environmental Protection Agency (EPA) regulations; and

WHEREAS, since 2014, the Ohio EPA has updated their regulations, adding more restrictions and refining others and in order to be in compliance with the newest requirements, the City must update both Chapters; 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 update Chapter 935 of the Codified Ordinances at the earliest opportunity in order to comply with the requirements of the Ohio EPA; 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:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

CHAPTER 935
COMPREHENSIVE STORM WATER MANAGEMENT

935.01 Purpose and scope.

935.02 Definitions.

- 935.03 Disclaimer of liability.
- 935.04 Conflicts, severability, nuisances and responsibility.
- 935.05 Development of Comprehensive Storm Water Management Plans.
- 935.06 Application procedures.
- 935.07 Compliance with state and federal regulations.
- 935.08 Comprehensive Storm Water Management Plans.
- 935.09 Performance standards.
- 935.10 Access and inspection.
- 935.11 Post-construction maintenance of storm water management practices.
- 935.12 Bond and permit.
- 935.13 Violations.
- 935.14 Enforcement.
- 935.15 Stop work orders.
- 935.16 Injunctive relief.
- 935.17 Violations deemed a public nuisance.
- 935.18 Appeal.
- 935.99 Penalty.

CROSS REFERENCES

Notice to fill lots, remove putrid substances - see GEN. OFF. 521.05

Flood control - see P. & Z. Ch. 1157

Lot drainage - see BLDG. Ch. 1335

Section 1. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 935 (Comprehensive Storm Water Management), Section 935.02 (Definitions) be amended by the addition of one (1) definition and the amendment of one (1) definition as follows and the subsequent alphabetizing and renumbering:

ADD

(f) CONSTRUCTION GENERAL PERMIT: The most recent General National Pollutant Discharge Elimination System (NPDES) permit for authorization of storm water discharges associated with construction activities issued by Ohio EPA (Ohio EPA Permit #OHC000005 and its successors).

AMEND

(ss) WATER QUALITY VOLUME (**WQv**). The volume of **storm water** runoff **which must be captured and treated prior to discharge from the developed site after construction is complete.** ~~from a contributing watershed that must be captured and treated, equivalent to the maximized capture volume as defined in the American Society of Civil Engineers (ASCE) Manual and Report on Engineering Practice No. 87 and Water Environment Federation Manual of Practice No. 23 titled Urban Runoff Quality Management.~~

Section 2. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 935 (Comprehensive Storm Water Management), Section 935.04 (Conflicts, Severability, Nuisances and Responsibility) of the Codified Ordinances of the City are hereby amended as follows:

935.04 CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY.

(a) Where this Chapter is in conflict with other provisions of law or ordinances **or Ohio's EPA Construction General Permit**, the most restrictive provisions, as determined by the Director of Engineering Services, shall prevail.

(b) If any clause, section, or provision of this Chapter is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.

(c) This Chapter shall not be construed as authorizing any person to maintain a private or public nuisance on their property, and compliance with the provisions of this Chapter shall not be a defense in any action to abate such a nuisance.

(d) Failure of the City of Sandusky to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting there from, and shall not result in the City of Sandusky, its officers, employees, or agents being responsible for any condition or damage resulting there from.

~~(Ord. 14-082. Passed 7-14-14.)~~

Section 3. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 935 (Comprehensive Storm Water Management), Section 935.07 (Compliance with State and Federal Regulations) of the Codified Ordinances of the City is hereby amended by underlining the heading of each subsection as follows:

935.07 COMPLIANCE WITH STATE AND FEDERAL REGULATIONS.

Approvals issued in accordance with this Chapter do not relieve the applicant of responsibility for obtaining all other necessary permits and/or approvals from other federal, state, and/or county agencies. If requirements vary, the most restrictive shall prevail. These permits may include, but are not limited to, those listed below. Applicants are required to show proof of compliance with any applicable, additional State and Federal regulations before the City of Sandusky will issue a building or floodplain development permit.

(a) Ohio EPA NPDES Permits authorizing storm water discharges associated with construction activity or the most current version thereof: Proof of compliance with these requirements shall be the applicant's Notice of Intent (NOI) number from Ohio EPA, a copy of the Ohio EPA Director's Authorization Letter for the NPDES Permit, or a letter from the site owner certifying and explaining why the NPDES Permit is not applicable.

(b) Section 401 of the Clean Water Act: Proof of compliance shall be a copy of the Ohio EPA Water Quality Certification application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Section 401 of the Clean Water Act is not applicable. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this Chapter.

(c) Ohio EPA Isolated Wetland Permit: Proof of compliance shall be a copy of Ohio EPA's Isolated Wetland Permit application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Ohio EPA's Isolated Wetlands Permit is not applicable. Isolated wetlands shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this Chapter.

(d) Section 404 of the Clean Water Act: Proof of compliance shall be a copy of the U.S. Army Corps of Engineers Individual Permit application, public notice, or project approval, if an Individual Permit is required for the development project. If an Individual Permit is not required, the site owner shall submit proof of compliance with the U.S. Army Corps of Engineer's Nationwide Permit Program. This shall include one of the following:

- (1) A letter from the site owner certifying that a qualified professional has surveyed the site and determined that Section 404 of the Clean Water Act is not applicable.
- (2) A site plan showing that any proposed fill of waters of the United States conforms to the general and special conditions specified in the applicable Nationwide Permit. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this Chapter.

(e) Ohio Dam Safety Law: Proof of compliance shall be a copy of the ODNR Division of Soil and Water Resources permit application tracking number, a copy of the project approval letter from the ODNR Division of Soil and Water Resources, or a letter from the site owner certifying and explaining why the Ohio Dam Safety Law is not applicable.

~~(Ord. 14-082. Passed 7-14-14.)~~

Section 4. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 935 (Comprehensive Storm Water Management), Sections 935.08 (Comprehensive Storm Water Management Plans), 935.09 (Performance Standards), and 935.13 (Violations) of the Codified Ordinances of the City are hereby amended as follows:

935.08 COMPREHENSIVE STORM WATER MANAGEMENT PLANS.

(a) Comprehensive Storm Water Management Plan Required: The applicant shall develop a Comprehensive Storm Water Management Plan describing how the quantity and quality of storm water will be managed after construction is complete for every discharge from the site and/or into a water

resource. **Comprehensive Storm Water Management Plans must meet the requirements in Ohio EPA's current Construction General Permit and these regulations.**

- (1) The Plan will illustrate the type, location, and dimensions of every structural and non-structural storm water management practice incorporated into the site design, and the rationale for their selection.
- (2) The rationale must address how these storm water management practices will address flooding within the site as well as flooding that may be caused by the development upstream and downstream of the site. The rationale will also describe how the storm water management practices minimize impacts to the physical, chemical, and biological characteristics of on-site and downstream water resources and, if necessary, correct current degradation of water resources that is occurring or take measures to prevent predictable degradation of water resources.

(b) Preparation by Professional Engineer: The Comprehensive Storm Water Management Plan shall be prepared by a registered professional engineer and include supporting calculations, plan sheets, and design details. To the extent necessary, as determined by the Director of Engineering Services, a site survey shall be performed by a Registered Professional Surveyor to establish boundary lines, measurements, or land surfaces.

(c) Community Procedures: The Director of Engineering Services shall prepare and maintain procedures providing specific criteria and guidance to be followed when designing the storm water management system for the site. These procedures may be updated from time to time, at the discretion of the Director of Engineering Services based on improvements in engineering, science, monitoring, and local maintenance experience. The Director of Engineering Services shall make the final determination of whether the practices proposed in the Comprehensive Storm Water Management Plan meet the requirements of this Chapter. The Director of Engineering Services may also maintain a list of acceptable Best Management Practices that meet the criteria of this Chapter to be used in the City of Sandusky.

(d) Contents of Comprehensive Storm Water Management Plan: The Comprehensive Storm Water Management Plan shall contain an application, narrative report, construction site plan sheets, a long-term Inspection and Maintenance Agreement, and a site description with the following information provided:

- (1) Site description:
 - A. A description of the nature and type of the construction activity (e.g. residential, shopping mall, highway, etc.).
 - B. Total area of the site and the area of the site that is expected to be disturbed (i.e. grubbing, clearing, excavation, filling or grading, including off-site borrow areas).
 - C. A description of prior land uses at the site.
 - D. An estimate of the impervious area and percent of imperviousness created by the soil-disturbing activity at the beginning and at the conclusion of the project.

- E. Existing data describing the soils throughout the site, including the soil series and association, hydrologic soil group, porosity, infiltration characteristics, depth to groundwater, depth to bedrock, and any impermeable layers.
- F. If available, the quality of any known pollutant discharge from the site such as that which may result from previous contamination caused by prior land uses.
- G. The location and name of the immediate water resource(s) and the first subsequent water resource(s).
- H. The aerial (plan view) extent and description of water resources at or near the site that will be disturbed or will receive discharges from the project.
- I. The current condition of water resources including the vertical stability of stream channels and indications of channel incision that may be responsible for current or future sources of high sediment loading or loss of channel stability.

(2) Site map showing:

- A. Limits of soil-disturbing activity on the site.
- B. Soils types for the entire site, including locations of unstable or highly erodible soils.
- C. Existing and proposed one-foot (1') contours. This must include a delineation of drainage watersheds expected before, during, and after major grading activities as well as the size of each drainage watershed in acres.
- D. Water resource locations including springs, wetlands, streams, lakes, water wells, and associated setbacks on or within 200 feet of the site, including the boundaries of wetlands or streams and first subsequent named receiving water(s) the applicant intends to fill or relocate for which the applicant is seeking approval from the Army Corps of Engineers and/or Ohio EPA.
- E. Existing and planned locations of buildings, roads, parking facilities, and utilities.
- F. The location of any in-stream activities including stream crossings.

(3) Contact information: Company name and contact information as well as contact name, addresses, and phone numbers for the site owner and the Professional Engineer who prepared the Comprehensive Storm Water Management Plan.

(4) Phase, if applicable, of the overall development plan.

(5) List of subplot numbers if project is a subdivision.

(6) Ohio EPA NPDES Permit Number and other applicable state and federal permit numbers, if available, of the status of various permitting requirements if approvals have not been received.

(7) Location, including complete site address and subplot number if applicable.

(8) Location of any easements or other restrictions placed on the use of the property.

- (9) A site plan sheet showing the location of each proposed post-construction storm water management practice. It is preferred that the entire site be shown on one plan sheet to allow a complete view of the site during plan review. If smaller scale is used to accomplish this, separate sheets providing an enlarged view of areas on individual sheet should also be provided.
- (10) An Inspection and Maintenance Agreement. The Inspection and Maintenance Agreement required for post-construction storm water management practices under this Chapter shall be a standalone document between the City of Sandusky and the applicant and, to the extent required based upon the nature and scope of the project, contain or reference the following information and provisions as the Director of Engineering Services may deem appropriate:
 - A. The location of each storm water management practice.
 - B. A schedule for regular maintenance for each aspect of the storm water management system and description of routine and non-routine maintenance tasks to ensure continued performance of the system as is detailed in the Comprehensive Storm Water Management Plan.
 - C. The location and documentation of all access and maintenance easements on the property.
 - D. Identification of the landowner(s), organization, or municipality responsible for long-term maintenance, including repairs, of the storm water management practices.
 - E. The landowner(s), organization, or municipality shall maintain storm water management practices in accordance with this Chapter.
 - F. Provisions relating to access, inspections and corrective actions (if needed) by the City of Sandusky, as provided in Section 935.10.
 - G. The method of funding long-term maintenance and inspection of all storm water management practices.
 - H. A release of the City of Sandusky from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the City of Sandusky from the construction, presence, existence, or maintenance of the storm water management practices.

Alteration or termination of these stipulations is prohibited. The applicant must provide a draft of this Inspection and Maintenance Agreement as part of the Comprehensive Storm Water Management Plan submittal. Once a draft is approved, a recorded copy of the Agreement must be submitted to the City of Sandusky to receive final inspection approval of the site.

~~(Ord. 14-082. Passed 7-14-14.)~~

935.09 PERFORMANCE STANDARDS.

(a) Comprehensive Storm Water Management Plans required by this Chapter shall meet the minimum technical requirements listed in Ohio EPA's

Construction General Permit, methods established in the Rain Water and Land Development Manual or other recognized design manuals approved by the Director of Engineering Services, and the following design criteria:

- (1) Storm water management practices shall function as an integrated system that controls flooding and minimizes the degradation of the physical, biological and chemical integrity of the water resources receiving storm water discharges from the site.
- (2) Storm water management practices shall be designed to achieve the storm water management ~~objectives~~ **objectives** of this Chapter, to be compatible with the proposed post-construction use of the site, to protect the public health, safety, and welfare, and to function safely with minimal maintenance.
- (3) To the extent that site characteristics allow, proposed redevelopment project designs shall include ~~nonstructural and structural~~ storm water management practices that are designed to result in **treatment of 20% of the WQv of the previously developed area using a practice meeting Table 4a/4b requirements of the Ohio EPA's Construction General Permit.** ~~an improvement of water quality and/or a reduction of storm water runoff from the site.~~
 - A. "Redevelopment" refers to alterations of a property that change the footprint of a site or building which results in greater than 1 acre of land disturbance. ~~This does not include activities that are not expected to negatively impact storm water quality or quantity and offer no new opportunities for storm water management practices, all as determined by the Director of Engineering Services.~~
 - B. When possible, all practical alternatives permitted above shall be implemented within the drainage area of the proposed redevelopment project.
- (4) All storm water management practices shall have easements sufficient to provide access to the City of Sandusky for maintenance and inspection purposes.
- (5) When developing a Comprehensive Storm Water Management Plan, a combination of nonstructural and structural storm water management practices shall be used to control storm water quantity and protect water quality. In meeting this requirement, the following shall apply:
 - ~~A. Nonstructural storm water management practices shall be used to the maximum extent practicable.~~
 - BA.** Nonstructural and structural storm water management practices shall be designed in accordance with the most recent version of the Rainwater and Land Development Manual, as specified within this Chapter, and/or in accordance with specifications provided by the Director of Engineering Services.
 - CB.** Nonstructural storm water management practices shall be recorded on all property deeds and shall remain unaltered by subsequent property owners.

~~D.C.~~ In designing storm water basins, properly designed detention and/or retention basins with water quality benefits shall be used to the maximum extent practicable. Detention/retention basins shall not be constructed in streams. The applicant must demonstrate the water quality benefits achieved to the Director of Engineering Services.

D. Where feasible, Infiltration Post-Construction Practices, as depicted in Table 4b of the Ohio EPA's Construction General Permit must be the water quality storm water control measures used. Separate storm water control measures may be used for peak discharge control and water quality treatment.

(6) Calculation Methods.

A. The engineer selecting the calculation method and/or performing the calculations shall do so with full knowledge of the method's limitations, applicable conditions, and degree of accuracy and shall state these in the calculations submitted to the Director of Engineering Services for review.

B. The Director of Engineering Services may reject any calculation method he/she deems inappropriate for the given situation.

C. The preferred design method is the Critical Storm Method as outlined in the Rain Water and Land Development Manual. Rational Method shall be the minimum design.

~~(Ord. 14-082. Passed 7-14-14.)~~

935.13 VIOLATIONS.

The applicant may not direct runoff through any water quality structures prior to final stabilization or otherwise temporary filtration and containment.

No person shall violate or cause or knowingly permit to be violated any of the provisions of this Chapter, or fail to comply with any of such provisions or with any lawful requirements of any public authority made pursuant to this Chapter, or knowingly use or cause or permit the use of any lands in violation of this Chapter or in violation of any permit granted under this Chapter.

~~(Ord. 14-082. Passed 7-14-14.)~~

Section 5. 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 6. 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 7. 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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART NINE (STREETS, UTILITIES, AND PUBLIC SERVICES CODE), TITLE THREE (UTILITIES), CHAPTER 937 (EROSION AND SEDIMENT CONTROL), SECTIONS 937.02 (DEFINITIONS), 937.05 (DEVELOPMENT OF STORM WATER POLLUTION PREVENTION PLANS), 937.06 (APPLICATION PROCEDURES), 937.08 (STORM WATER POLLUTION PREVENTION PLAN), 937.11 (SELF-INSPECTION OF CONTROL PRACTICES DURING CONSTRUCTION), AND 937.17 (ENFORCEMENT) OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is considered a Small MS4 (Municipal Separate Storm Sewer System) as it pertains to the National Pollutant Discharge Elimination System (NPDES) for Phase II storm water permitting which requires control measures to be in place for separated storm sewer systems; and

WHEREAS, in 2008, the City adopted Chapters 935 (Comprehensive Storm Water Management) and 937 (Erosion and Sediment Control) that were modified in 2014 pursuant to updated Ohio Environmental Protection Agency (EPA) regulations; and

WHEREAS, since 2014, the Ohio EPA has updated their regulations, adding more restrictions and refining others and in order to be in compliance with the newest requirements, the City must update both Chapters; 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 update Chapter 937 of the Codified Ordinances at the earliest opportunity in order to comply with the requirements of the Ohio EPA; 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:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

CHAPTER 937
EROSION AND SEDIMENT CONTROL

937.01 Purpose and scope.

937.02 Definitions.

- 937.03 Disclaimer of liability.
- 937.04 Conflicts, severability, nuisances and responsibility.
- 937.05 Development of storm water pollution prevention plans.
- 937.06 Application procedures.
- 937.07 Compliance with state and federal regulations.
- 937.08 Storm Water Pollution Prevention Plan.
- 937.09 Performance standards.
- 937.10 Abbreviated Storm Water Pollution Prevention Plan.
- 937.11 Self-inspection of control practices during construction.
- 937.12 City inspection of control practices during construction.
- 937.13 Access and inspection.
- 937.14 Fees.
- 937.15 Permit.
- 937.16 Violations.
- 937.17 Enforcement.
- 937.18 Stop work orders.
- 937.19 Injunctive relief.
- 937.20 Violations deemed a public nuisance.
- 937.21 Appeals.
- 937.99 Penalty.

CROSS REFERENCES

Comprehensive storm water management - see S. U. & P.S. Ch. 935

Section 1. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 937 (Erosion and Sediment Control), Section 937.02 (Definitions) be amended by the addition of one (1) definition, the amendment of one (1) definition, and the deletion of one (1) definition as follows and the subsequent alphabetizing and renumbering:

ADD

(f) CONSTRUCTION GENERAL PERMIT: The most recent General National Pollutant Discharge Elimination System (NPDES) permit for authorization of storm water discharges associated with construction activities issued by Ohio EPA (Ohio EPA Permit #OHC000005 and its successors).

AMEND

(m) FINAL STABILIZATION: All soil disturbing activities at the site have been completed and a uniform perennial vegetative cover with a density of at least 80-70% coverage for the area has been established or equivalent stabilization measures, such as the use of mulches or geotextiles, have been employed.

DELETE

~~(y) SETBACK: A designated transition area around water resources or wetlands that is left in a natural, usually vegetated, state so as to protect the~~

~~water resources or wetlands from runoff pollution. Soil disturbing activities in this area are restricted by this Chapter.~~

~~(Ord. 14-083. Passed 7-14-14.)~~

Section 2. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 937 (Erosion and Sediment Control), Sections 937.05 (Development of Storm Water Pollution Prevention Plans), 937.06 (Application Procedures), 937.08 (Storm Water Pollution Prevention Plan), 937.11 (Self-Inspection of Control Practices During Construction), and 937.17 (Enforcement) Of the Codified Ordinances of the City are hereby amended as follows:

937.05 DEVELOPMENT OF STORM WATER POLLUTION PREVENTION PLANS.

(a) This Chapter requires that the site owner or operator (the applicant) develop and implement a Storm Water Pollution Prevention Plan (SWP3) for all new or redevelopment projects disturbing one (1) acre or more of land, or are part of a larger common plan of development or sale disturbing one (1) acre or more, and on which any regulated activity of Section 937.01(c) is proposed.

(b) The following activities shall submit an Abbreviated Storm Water Pollution Prevention Plan (Abbreviated SWP3):

(1) New single-family residential construction in a subdivision that is currently regulated by an Ohio EPA Construction Site General Permit regardless of parcel size. However, if such activities disturb one (1) acre or more, or are part of a larger common plan of development or sale disturbing one (1) acre or more, ~~an~~ **Notice of Intent (NOI) for coverage under the** Ohio EPA Construction Site General Permit and a SWP3 ~~may be~~ **are** required.

(2) General clearing activities not related to construction and regardless of parcel size. However, if such activities disturb one (1) acre or more, or are part of a larger common plan of development or sale disturbing one (1) acre or more, an **NOI for coverage under the** Ohio EPA Construction Site General Permit and a SWP3 ~~may be~~ **are** required.

(c) Activities disturbing 1/10th (one tenth) or less of an acre are not required to submit a SWP3 or an Abbreviated SWP3, unless required by the Director of Engineering Services. These activities must comply with all other provisions of this Chapter.

~~(Ord. 14-083. Passed 7-14-14.)~~

937.06 APPLICATION PROCEDURES.

(a) **SOIL DISTURBING ACTIVITIES SUBMITTING A STORM WATER POLLUTION PREVENTION PLAN:** The applicant shall submit two (2) sets of the SWP3 or Abbreviated SWP3 and the applicable fees to the City of Sandusky at least thirty (30) calendar days prior to commencing any soil disturbing activity.

(b) The City of Sandusky shall review the plans submitted under [937.06](#) (a) or (b) for conformance with this Chapter, including all technical requirements

of the Construction General Permit if applicable, and approve, disapprove, or return for revisions with comments and recommendations. A disapproval or returned plan shall be accompanied by a written explanation identifying specific deficiencies and the procedures for filing a revised plan.

(c) Soil disturbing activities **(including mechanized clearing)** shall not begin without an approved SWP3 or Abbreviated SWP3, **NOI submittal to Ohio EPA and permit coverage issued.**

(d) The SWP3 or Abbreviated SWP3 for individual sublots in a subdivision will not be approved unless the larger common plan of development or sale containing the subplot is in compliance with this Chapter.

(e) Approvals issued in accordance with this Chapter shall remain valid for one (1) year from the date of approval, unless a longer period is approved by the City of Sandusky for projects that are not expected to be completed within one (1) year.

~~(Ord. 14-083. Passed 7-14-14.)~~

937.08 STORM WATER POLLUTION PREVENTION PLAN.

(a) In order to control sediment pollution of water resources and wetlands, the applicant shall submit a SWP3 in accordance with the requirements of this Chapter.

(b) The SWP3 shall be certified by a professional engineer, a registered surveyor, certified professional erosion and sediment control specialist, or a registered landscape architect.

(c) The SWP3 shall conform to the minimum technical requirements listed in the Ohio EPA's Construction General Permit in effect at the time of the project and shall incorporate measures as recommended by the most current edition of Rainwater and Land Development Manual ~~as published by the Ohio Department of Natural Resources~~ (provided such recommended measures are not less stringent than the minimum technical requirements listed in the Construction General Permit).

(d) The SWP3 shall include the following information:

(1) Site description:

- A. A description of the nature and type of the construction activity (e.g. residential, shopping mall, highway, etc.).
- B. Total area of the site and the area of the site that is expected to be disturbed (i.e., grubbing, clearing, excavation, filling or grading, including off-site borrow areas).
- C. An estimate of the impervious area and percent of imperviousness created by the soil-disturbing activity.
- D. Existing data describing the soil and, if available, the quality of any known pollutant discharge from the site such as that which may result from previous contamination caused by prior land uses.
- E. A description of prior land uses at the site.
- F. An implementation schedule which describes the sequence of major soil disturbing operations (i.e., grubbing, excavating, grading, utilities and infrastructure installation) and the implementation of erosion and

sediment controls to be employed during each operation of the sequence.

- G. The location and name of the immediate receiving stream or surface water(s) and the first subsequent receiving water(s).

H. A description of the condition of any on-site streams.

- ~~H.~~ The aerial (plan view) extent and description of wetlands or other special aquatic sites at or near the site which will be disturbed or which will receive discharges from disturbed areas of the project.

- ~~I.~~ For subdivided developments where the SWP3 does not call for a centralized sediment control capable of controlling multiple individual lots, a detail drawing of a typical individual lot showing standard individual lot erosion and sediment control practices.

- ~~J.~~ Location and description of any storm water discharges associated with dedicated asphalt and dedicated concrete plants associated with the development area and the best management practices to address pollutants in these storm water discharges.

- ~~K.~~ Site map showing:

1. Limits of soil-disturbing activity of the site, including off site spoil and borrow areas.
2. Soils types should be depicted for all areas of the site, including locations of unstable or highly erodible soils.
3. Existing and proposed one-foot (1') contours. This must include a delineation of drainage watersheds expected during and after major grading activities as well as the size of each drainage watershed in acres.
4. Surface water locations including springs, wetlands, streams, lakes, water wells, etc., on or within 200 feet of the site, including the boundaries of wetlands or stream channels and first subsequent named receiving water(s) the applicant intends to fill or relocate for which the applicant is seeking approval from the Army Corps of Engineers and/or Ohio EPA.
5. Existing and planned locations of buildings, roads, parking facilities, and utilities.
6. The location of all erosion and sediment control practices, including the location of areas likely to require temporary stabilization during the course of site development.
7. Sediment ponds, including their sediment settling volume and contributing drainage area.
8. Areas designated for the storage or disposal of solid, sanitary and toxic wastes, including

- 9. The location of designated stoned construction entrances where the vehicles will ingress and egress the construction site.
- 10. The location of any in-stream activities including stream crossings.
- (2) A soils engineering report. The Director of Engineering Services may require the SWP3 to include a Soils Engineering Report based upon his/her determination that the conditions of the soils are unknown or unclear to the extent that additional information is required to protect against erosion or other hazards. This report shall be based on adequate and necessary test borings, and shall contain all the information listed below. Recommendations included in the report and approved by the Director of Engineering Services shall be incorporated in the grading plans and/or other specifications for site development.
 - A. Data regarding the nature, distribution, strength, and erodibility of existing soils.
 - B. If applicable, data regarding the nature, distribution, strength, and erodibility of the soil to be placed on the site.
 - C. Conclusions and recommendations for grading procedures.
 - D. Conclusions and recommended designs for interim soil stabilization devices and measures, and for permanent soil stabilization after construction is completed.
 - E. Design criteria for corrective measures when necessary.

~~(Ord. 14-083. Passed 7-14-14.)~~

937.11 SELF-INSPECTION OF CONTROL PRACTICES DURING CONSTRUCTION.

(a) Inspections of all control measures shall be in accordance with the approved SWP3 or Abbreviated SWP3.

(b) The permittee shall assign qualified inspection personnel to conduct inspections.

(c) The purpose of such inspections will be to ensure that the control practices are functional, evaluate whether the SWP3 or Abbreviated SWP3 is adequate and properly implemented in accordance with the schedule, determine the overall effectiveness of the plan and determine the need for additional control measures including non-sediment controls.

- (1) Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of or the potential for pollutants entering the storm water drainage system.
- (2) Discharge locations shall be inspected to ascertain whether erosion and sediment control measures are effective in preventing significant impacts to the receiving waters.
- (3) Locations where vehicles enter or exit the site shall be inspected for evidence of off-site vehicle tracking.

(d) All inspections shall be documented in written form and submitted to the Director of Engineering Services **designee and Erie Soil & Water Conservation District within seven (7) working days from the inspection and retained at the development site.** ~~at the time interval specified in the approved plan.~~ Submissions shall include the following information:

- (1) Names and qualifications of personnel making the inspection;
- (2) The date and location of the inspection;
- (3) Whether construction is in compliance with the approved plan;
- (4) Variations from the approved construction specifications;
- (5) Any violations that exist; and
- (6) Steps taken to correct such violations and the date these corrective actions were taken.

(e) The permittee shall maintain a record summarizing the results of the inspections for three years following permit termination.

~~(Ord. 14-083. Passed 7-14-14.)~~

937.17 ENFORCEMENT.

(a) Notice of Violation. Whenever the Director of Engineering Services, or authorized representative, finds that a person has violated a prohibition or failed to meet a requirement of this Chapter, the Director of Engineering Services, or authorized representative, may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (1) The performance of monitoring, analyses, and reporting;
- (2) That violating discharges, practices, or operations shall cease and desist;
- (3) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
- (4) Payment of a fine to cover any administrative and legal costs; and
- (5) The implementation of source control or treatment BMPs.

(b) If abatement of a violation and/or restoration of affected property are required, the Notice of Violation shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the facility owner or operator fail to remediate or restore within the established deadline, legal action for enforcement may be initiated.

(c) Any person receiving a notice of violation must meet compliance standards within the time established in the notice of violation.

(d) If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, the Director of Engineering Services, or his duly authorized agents, representatives, or contractors, shall be authorized to enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

(e) **A final inspection will be made to determine if the criteria of this Chapter has been satisfied, with a report presented to the Director of**

Engineering Services and the site operator confirming compliance before the Notice of Termination (NOT) can be filed to terminate coverage with the Ohio EPA's Construction General Permit.

~~(Ord. 14-083. Passed 7-14-14.)~~

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: March 11, 2022

Subject: Commission Agenda Item – Permission to Bid Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project.

BACKGROUND INFORMATION: Shoreline Park, particularly the Westernmost “finger” is in need of shoreline protection due to years of erosion and wave-action from the bay in this area. Exposure to wave action and undertows has damaged the material behind the steel sheet piling causing erosion and a loss of backfill in many areas. The gradual erosion process was accelerated over the past couple years due to high bay levels. Most of the areas along the water’s edge are inaccessible to most pedestrians. Protecting this shoreline to prevent further erosion is a necessity along the edge of this park to safeguard this public waterfront property. This park is highly visible and frequented regularly by residents on foot, by bicycle, wheelchair and vehicle. In addition to protecting this valuable waterfront park from further damage, this improvement is designed to open up the park area for increased access, viewing and general public use, including ADA accessibility.

The work planned will take place on the Westernmost “finger” of Shoreline Park. This project will be bid and consists of shaping the subgrade stone material, capping it with a durable concrete surface. Specifically, the work will backfill the existing sheet piling with stone material and capping it off with a concrete surface, allowing greater access to the benches and fishing areas. Said concrete pavement will be sloped and capped with large boulders to dissipate the waves that crash over land. At the very highest point of this pavement will be an ADA accessible walkway onto the concrete perimeter. This project will connect the Easternmost edge of where the previous project ended and run due South, tying into the existing walkway, which ties into the pedestrian bridges between the “fingers” of Shoreline Park. New walk will also connect the South parking lot to the pavilion and then from the pavilion to the center “finger”.

The paper district marina walkway is also in need of concrete repair, where the “innermost” section of the South walkway is falling in toward the marina waters. Similar to last year’s project, the planned work will tie-in the existing sections of concrete to a new section with steel “J-hook” bars to effectively make the entire concrete walkway one integral slab of concrete.

Because the work is similar in nature, the same set of contractors would be attracted to bid on both locations of construction. It is anticipated that due to the locations proximity, pricing will be favorable to combine these two locations of work, versus bidding the work as two separate contracts.

BUDGETARY INFORMATION: The engineer's estimated cost of the project including engineering, inspection, advertising, construction, and miscellaneous costs is \$114,991.25, which is coming from the Capital Park and Recreation Fund.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project as quickly as allowed, to stop erosion as quickly as possible and also allowing the concrete ample time to cure before being exposed to freezing temperatures and ice.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

CERTIFICATE OF FUNDS

In the Matter of: Shoreline & Marina District Rehab 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 #431-3700-55990

By: _____

Michelle Reeder

Finance Director

Dated: 3/23/2022

RESOLUTION NO. _____

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

WHEREAS, Shoreline Park, particularly the westernmost “finger”, is in need of shoreline protection due to years of erosion and wave-action from the bay which has damaged the material behind the steel sheet piling causing erosion and a loss of backfill in many areas preventing accessibility along the water’s edge to most pedestrians, and the Paper District Marina Walkway is in need of concrete repair, where the “innermost” section of the south walkway is falling in toward the marina waters; and

WHEREAS, the proposed Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project consists of shaping the subgrade stone material at Shoreline Park and capping with a durable concrete surface allowing greater access to the benches and fishing areas with an ADA accessible walkway onto the concrete perimeter and similar concrete repair work at the “innermost” section of the south walkway at the Paper District Marina to tie-in the existing sections to a new section with steel “J-hook” bars to effectively make the entire concrete walkway one integral slab of concrete; and

WHEREAS, the total estimated cost for this project, including engineering, inspection, advertising, construction, and miscellaneous costs, is \$114,991.25 and will be paid with Capital Park and Recreation Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project quickly, receive competitive prices and award a contract so the project can be completed as soon as possible to prevent further erosion and also allow the concrete ample time to cure before exposure to freezing temperatures and ice; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City

Commission, for the proposed Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022



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., Public Works Engineer

Date: March 16, 2022

Subject: **Commission Agenda Item – Professional Design Services Agreement with American Structurepoint, Inc. of Cleveland, Ohio, for the Design of Waterline Improvements to be done prior to the ERI-6-9.07 (Cleveland Rd.) PID 114056 Cleveland Road Safety Improvement Project.**

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Design Services Agreement with American Structurepoint, Inc. for design services on the waterline improvements in conjunction with the ERI-6-9.07 (Cleveland Rd.) PID 114056, Cleveland Road Safety Improvement Project.

BACKGROUND INFORMATION: With the planned Cleveland Road Safety Improvement Project affecting the Cedar Point Drive and Cleveland Road intersection with the installation of a new roundabout, the City sees the need to address waterlines within this area to improve the flow and reliability in and near this intersection. There is a 300' section of Cedar Point Drive and 300' of Cleveland Road to be addressed with this waterline replacement project. The 8" on Cedar Point Drive was installed in 1959 that is being up-sized. The 6" on Cleveland Rd. pre-dates 1924. The 12" line on the East leg of the intersection is the newest at 50 years old, installed in 1971.

This work includes survey work, historical research, and generation of plan and profile sheets for detail design and a biddable set of plans. This cost is significantly less than another firm doing the design, because of the areas planned roadway work, much of the preliminary survey, manhole, valve and reference data has already been collected as part of the larger roadway project. This will save both time and money on this design work.

Funding from ODOT used as part of the larger project cannot be used for the desired re-alignment, size upgrade and total replacement of waterline. This design and construction is slated to take place prior to the roadway project, so as to keep quantities separate from the ODOT funded items.

American Structurepoint, Inc. of Cleveland, Ohio is the selected design firm to perform the design on the waterline improvements based on the 2022 Biennial Request for Statements of Qualifications process, as the City is currently in contract with them for the larger project. In addition, American Structurepoint, Inc. has the professional expertise, technical ability, and extensive experience with the design aspects of roadway intersections and pedestrian/bicycle areas. A final Scope of Services (SOS), is attached to the legislation as Exhibit "A".

BUDGETARY INFORMATION: The design costs shall not exceed \$23,100 and shall be paid for with Water Funds.

ACTION REQUESTED: It is recommended that an ordinance for approval to enter into a Professional Design Services Agreement with American Structurepoint, Inc. for design services on the waterline improvements in conjunction with the ERI-6-9.07 (Cleveland Rd.) PID 114056, Cleveland Road Safety Improvement Project in the amount of \$23,100, be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the design services so this smaller underground waterline project can progress ahead of the Cleveland Road Safety Improvement project slated for SFY 2024.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

CERTIFICATE OF FUNDS

In the Matter of: American Structurepoint – Design Services Cleveland Rd Waterline

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

Account #612-5243-53000

By: 

Michelle Reeder

Finance Director

Dated: 3/23/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH AMERICAN STRUCTUREPOINT, INC. OF CLEVELAND, OHIO, FOR THE WATERLINE IMPROVEMENTS IN CONJUNCTION WITH THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved an agreement for Professional Design Services with American Structurepoint, Inc. of Cleveland, Ohio for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021; and

WHEREAS, the Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the Cleveland Road Safety Improvement Project will affect the Cedar Point Drive and Cleveland Road intersection with the installation of a new roundabout and therefore it will be necessary to address waterlines within this area to improve the flow and reliability in and near this intersection; and

WHEREAS, American Structurepoint, Inc. was selected as the top-ranked firm through the 2022 Biennial Request for Statements of Qualifications (SOQ) process based on the firm's experience, professional expertise, technical ability, and extensive experience with the design aspects of roadway intersections and pedestrian/bicycle areas and was determined to be the most qualified firm; and

WHEREAS, American Structurepoint, Inc. will be providing professional design services for the waterline improvements including survey work, historical research, and generation of plan and profile sheets for detail design and a biddable set of plans and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the total cost of the professional design services is \$23,100.00 and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with the design services so the underground waterline improvements project can progress ahead of the Cleveland Road Safety Improvement Project slated for SFY 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 Agreement with American Structurepoint, Inc., of Cleveland, Ohio, for Professional Design Services for the Waterline Improvements in conjunction with the Cleveland Road Safety Improvement Project (ERI-6-9.07, PID 114056), 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** Twenty Three Thousand One Hundred and 00/100 Dollars (\$23,100.00).

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of _____, 2022, 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 American Structurepoint 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:	Waterline Improvements Cleveland Road Safety Improvement Project
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer:	American Structurepoint Inc.,
Contact:	Kyle Schwieterman, P.E.
Address:	2550 Corporate Exchange Drive Suite 300 Columbus, OH 43231

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 \$23,100.00 (twenty-three thousand one 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, 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 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 City Manager.** 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 Manager by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim to the City Manager. The City Manager shall render a decision on the request within thirty (30) days of receipt of the claim unless a mutual agreement is made to extend the time for decision. The decision of the City Manager 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 supersede all prior negotiations, representations or agreements, either written or oral.

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer 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 614-901-2235. 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.

American Structurepoint, Inc.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser
City Manager

APPROVAL:

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

Brendan Heil
Law Director

EXHIBIT "1"

CERTIFICATE OF FUNDS

In the matter of: Waterline Improvements, Cleveland Road Safety Improvements

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

Dated: _____, 2022

CITY OF SANDUSKY, OHIO
EXHIBIT "1"

By: _____
Michelle Reeder, CPA
Finance Director

Account Number

Not to Exceed Amount



February 10, 2022

Mr. Josh Snyder
Engineering
City of Sandusky

Re: Cleveland Road Waterline Improvements

Mr. Snyder:

American Structurepoint, Inc. is excited to provide the following proposal to provide design for the replacement for nearly 600 LF of waterline along Cleveland Road and Cedar Point Drive. American Structurepoint is prepared to provide the detailed services outlined below based on our discussions and understanding of the project.

CLIENT-PROVIDED ITEMS AND ASSUMPTIONS

- A. We have assumed that the project will be based on providing design for 300 LF of waterline replacement along Cedar Point Drive from Cleveland Road north and 300 LF of waterline replacement along Cleveland Road. Plans will include replacement of services, connections, fire hydrants and other appurtenances required for the installation of the new waterline.
- B. We have assumed that the City will provide standard front end bid documents.
- C. We have assumed that this project will not require OEPA permit review as the proposed waterlines are replacing existing waterline and will not increase the size of the existing by more than 4 inches.
- D. Existing survey from the roundabout project at the intersection of Cleveland Road and Cedar Point Drive will be used as the basemap for this project.
- E. American Structurepoint is not responsible for any fees related to permitting or utility services, including permit fees, application fees, tap fees, inspection fees, usage fees, interceptor fees, etc., unless specifically noted herein. If requested, American Structurepoint may prepare fee estimates based on the available information and our experience; however, the owner acknowledges that these fees are estimates, and the municipality or utility company will prepare the actual fees. The owner will be responsible for all permitting and utility fees that may be required.

SCOPE OF SERVICES

I. Waterline Replacement

- A. Project Management and Meetings
 - 1. American Structurepoint will provide project management including schedule updates and invoicing for the duration of the project (design schedule assumed to be 4 months).
 - 2. American Structurepoint will attend 2 virtual meetings to discuss the design of the waterline.
- B. 50% Plans
 - 1. Plan set to include: title sheet, general notes (provided by City), details and quantities sheet, 2 plan and profile sheets and an MOT plan sheet.

2. Send plans to utilities for review.
3. Update project schedule.
- C. 90% Plans
 1. Update plan and details based on City and utility review and comments.
 2. Provide technical specifications for City review.
 3. Provide construction cost estimate.
 4. Provide updated project schedule.
- D. Final Plans
 1. Update plans and specifications based on City and utility review.
 2. Deliverables to include construction plans and specifications.

II. Bid Assistance and Construction Administration

- A. Provide front end bid documents in the format that is provided by the City.
- B. Send out 1 addendum during bidding.
- C. Review contractor submittals (up to 6), RFI's (up to 3)
- D. Attend a pre-construction meeting and up to 2 additional meetings during construction.

COMPENSATION

Compensation for services rendered will be lump sum, unless indicated otherwise, and invoiced monthly on a percent-complete basis. If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services. The fee amounts are as follows:

Waterline Replacement Design	\$15,900
Bid Assistance and Construction Administration	\$7,200

REIMBURSABLE EXPENSES

The following expenses will be considered reimbursable and will be invoiced at their direct cost on the monthly invoices.

- A. Expenses of permit application fees or permit fees
- B. Courier service fees, overnight postage fees, and certified mailing fees
- C. Reproduction services for plans and specifications other than for normal interdisciplinary coordination

SUPPLEMENTAL SERVICES

The fees listed above represent the total scope of services as understood it at this time. We do not anticipate the need for the following services with this phase of the project, but are available to provide them for a supplemental fee if such a need should arise.

- A. Geotechnical exploration and reporting

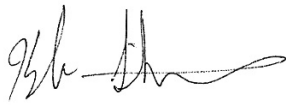
Mr. Josh Snyder
February 10, 2022

- B. Services resulting from changes in scope or magnitude of the project as described above and services resulting from changes made after the drawings are substantially complete.

Josh, we thank you for this opportunity and look forward to working with you on this project. The fees for services contained in this proposal are valid for 6 months from the date of this letter. We are prepared to begin work on the project immediately upon written acceptance of this proposal. If the terms of this proposal are acceptable, could you please send us an agreement? We will consider receipt of an executed agreement our notice to proceed.

If you have any questions, please feel free to contact us at (614) 901-2235.

Very truly yours,
American Structurepoint, Inc.

A handwritten signature in black ink, appearing to read 'K. Schwieterman', with a stylized flourish at the end.

Kyle Schwieterman, PE
Senior Project Manager

Enclosures:

EXHIBIT "A"



FIRE DEPARTMENT

600 West Market Street
Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Mario D'Amico III, Fire Chief

DATE: March 16, 2022

ITEM FOR CONSIDERATION: Requesting legislation to dispose of a 2007 International Diamond Spec 7400SBA 4x2 Cabin Chassis Tractor on Govdeals, an online auction site for governmental entities as having become unnecessary and no longer needed for City use.

BACKGROUND INFORMATION: This Cabin Chassis Tractor is no longer of use by Sandusky Fire Department as determined by the Fire Chief. The Erie County Emergency Management Agency that owns the trailer that the tractor hauled has reorganized the counties response and operation of the Erie County Hazmat Team. Part of this reorganization is to move all hazardous materials response equipment for the county into a 20' x 8.5' trailer housed at the Emergency Management Office and owned by the County.

The current mileage on the Cabin Chassis Tractor is 2,026. Some of the proceeds from the sale of the 2007 International Cabin Chassis Tractor will go towards the purchase of a 18' x 8.5' enclosed trailer to house all the technical rescue equipment (trench rescue, rope rescue, confine space rescue) and will be hauled to emergency locations using our current pickup truck. The expected sale price of the Cabin Chassis Tractor is to be \$40,000-\$60,000.

BUDGETARY INFORMATION: Remaining proceeds from the sale of the 2007 International Diamond Spec 7400SBA 4x2 Cabin Chassis Tractor will be placed into the EMS account, 431-1330.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the disposal of the 2007 International Diamond Spec 7400SBA 4x2 Cabin Chassis Tractor on Govdeals, as having become unnecessary and no longer of any use to the City, by an online auction site for governmental entities. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the city Charter in order to immediately place the tractor on the internet for auction so upon sale, the new enclosed trailer can be purchased and used to respond on technical rescue calls at the earliest opportunity.

Approved:

I concur with this recommendation:

Mario D'Amico III, Fire Chief

Eric Wobser, City Manager

Cc: John Orzech, Assistant City Manager
Brendan Heil, Law Director
Michelle Reeder, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF A 2007 INTERNATIONAL DIAMOND CABIN CHASSIS TRACTOR AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the Erie County Emergency Management Agency has reorganized the response and operation of the Erie County Hazmat Team and as part of this reorganization, will be moving all hazardous materials response equipment owned by the County to a trailer housed at the Emergency Management Office; and

WHEREAS, the City owns a 2007 International Diamond Cabin Chassis Tractor (2,026 mileage), which was used to haul the County's trailer and due to their reorganization, is no longer of use to the Fire Department as determined by the Fire Chief and it is recommended that this 2007 International Diamond Cabin Chassis Tractor be declared obsolete, unnecessary and unfit for City use and be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities; and

WHEREAS, the proceeds from the sale of this tractor will be used towards the purchase of an 18' x 8.5' enclosed trailer to house all the Fire Department's technical rescue equipment (trench rescue, rope rescue, confine space rescue) which will be hauled to emergency locations using an existing pickup truck from the Fire Department and the remaining proceeds will be placed into the EMS 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 immediately place the tractor on the internet for auction so upon sale, the enclosed trailer can be purchased and used to respond on technical rescue calls at the earliest opportunity; 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 Fire Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds and determines that the 2007 International Diamond Cabin Chassis Tractor described in the preamble above has become obsolete and is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the vehicle no longer needed for City purposes through public auction, sale process, or by internet auction with the proceeds from the sale of the vehicle to be placed into the EMS Fund.

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022



RECREATION DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

TO: City Commission

FROM: Jason Werling, Recreation Superintendent

DATE: March 28, 2022

Subject: Commission Agenda Item – Lease of Mills School from Sandusky City Schools for Recreation Department offices, programming space.

ITEMS FOR CONSIDERATION: Legislation approving a three-year lease agreement with Sandusky City Schools for a three-year lease of the former Mills School Building at 1918 Mills Street with an additional option for two one-year extensions.

BACKGROUND INFORMATION: Sandusky Recreation has called the former city hall at 222 Meigs Street home for the past five years. During that time, youth and adult programming has been offered in a multipurpose room, the Mylander Pavilion at the Jackson Street Pier, and various school buildings in collaboration with Sandusky City Schools.

With the upcoming construction of the Justice Center, the department was searching for a new home for offices and programming space. Mills School became available at the end of 2021 as the new Sandusky Early Learning Academy opened at the former Hancock School site at the start of 2022. The city approached the schools about the vacant Mills School building for potential partnerships. The building will be used immediately for programming including Spring Break Camp, Midtown Supper Club and TAPfit with Tondra. The site will serve as a hub for summer programming, a future home of Safety Town, and will provide Sandusky Recreation the opportunity to expand year-round, multigenerational programming.

BUDGETARY IMPACT: The three-year lease will be paid in monthly installments of \$5,500 each month starting April 1, 2022. Funds will be allocated and paid from the Capital Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared approving the lease agreement with Sandusky City Schools. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to immediately execute the Lease Agreement and allow for preparation of the building for spring recreational programming in the building.

I concur with this recommendation:

Jason Werling
Recreation Superintendent

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Mills Street School Lease

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

Account #431-6504-53000

By: 

Michelle Reeder

Finance Director

Dated: 3/23/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR LEASE AGREEMENT WITH SANDUSKY CITY SCHOOL DISTRICT BOARD OF EDUCATION FOR THE FORMER MILLS SCHOOL BUILDING LOCATED AT 1918 MILLS STREET FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the new Justice Center facility is being constructed at the former City Hall property where the Sandusky Recreation Department is currently located; and

WHEREAS, the Recreation Department has been searching for a temporary location for programming when the Mills School became available at the end of 2021 and the City desires to lease the Mills School property for offices and educational programming space for the Recreation Department; and

WHEREAS, the Lease Agreement requires the City to pay a monthly sum of \$5,500 throughout the term of the Lease which begins on April 1, 2022 and ends on March 31, 2025, and these costs will be paid with Capital Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Lease Agreement and allow for preparation of the building for spring recreational programming in the building; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 Three (3) Year Lease Agreement with Sandusky City School District Board of Education for the purpose of leasing the former Mills School Building located at 1918 Mills Street for the Recreation Department for the period of April 1, 2022, through March 31, 2025, at an amount **not to exceed** Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00) per month, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions

or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

LEASE AGREEMENT

Now comes the City of Sandusky, Ohio, having a mailing address of 240 Columbus Avenue, Sandusky, OH 44870 (hereinafter referred to as “Tenant” or “City”), who does hereby enter into this Lease Agreement (“Agreement”) with the Sandusky City School District Board of Education, having a mailing address of 407 Decatur Street, Sandusky, OH 44870 (hereinafter referred to as “Landlord” or “Board”).

1. Lease Term. This Lease shall begin on the date of April 1, 2022, and have a duration of thirty-six (36) months ending on the 31st day of March 2025. Tenant may, at Tenant’s option, extend the term of this lease by up to two successive additional one-year periods by providing written notice to Landlord at least 90 days in advance of the expiration of the initial term or extension period. If the parties agree to renew this Lease, it will be subject to negotiations between the two parties.

2. Rental Amount. The Tenant shall pay the Landlord the sum of Five Thousand Five Hundred Dollars (\$5,500.00) per month throughout the term of this Agreement, said amount due to be paid on the first of each month, with a grace period until the 15th of each month for which the rent is due. Rent will be paid by issuing a check made payable to the Board. The rent check shall be made by regular U.S. mail or by hand delivery to the Board at the following address:

Sandusky City School District
407 Decatur Avenue
Sandusky, OH 44870
Attn: Treasurer

3. Leased Premises. Except for the portion of the premises specifically described in paragraph 6 hereof, the leased premises shall consist of the entirety of the property identified as parcel number 58-65003.000, with a street address of 1918 Mills Street, Sandusky, OH 44870, and otherwise known as the Mills Elementary School building (hereinafter referred to as the “Building”) and grounds (hereinafter collectively referred to as the “Premises”).

4. Usage. The Tenant may use the Premises for the purpose of providing community recreational activities and any other municipal government function or municipal government related activity, and as set forth in paragraph 7

5. Alteration of Premises. The Tenant may make improvements to the Premises, but, except as otherwise set forth in this Agreement, may not make structural changes to the Building without first obtaining approval from the Board. The Tenant may further install signage on the Premises and outside the Building as Tenant in its discretion determines. Tenant may further place markings on the parking lot for its use, and use the grounds for community gardening projects, provided the Tenant returns the Premises to its current condition at the conclusion of the Lease.

6. Reservation of Building Space. The Landlord shall retain the right of access to one classroom on the first floor and two classrooms on the second floor of the Building, to be selected by Tenant, for use as storage space, and for purposes of providing direct instruction to students, adult education classes, and professional development programming.

7. Assignment. This Agreement shall not be assigned, in whole or in part, without prior written consent of the Landlord. Tenant is expressly permitted to sublease portions of the Building for use by community groups, except for the portion of the Premises specifically designated in paragraph 6, provided that such groups' usage of the Building is in compliance with all City ordinances and Board policies. Tenant shall provide written notice to the Landlord at least 14 days prior to subleasing any portion of the Premises for a period greater than ten days.

8. Right to Terminate. The Landlord shall have the right to terminate this Agreement upon the determination that the Premises are needed for school purposes upon at least sixty (60) days advance written notice to Tenant. Tenant shall have the right to terminate this Agreement if the Premises are no longer needed for recreational or other municipal activities upon at least sixty (60) days advance written notice to Landlord. Termination under this paragraph shall be without penalty.

9. Condition of Premises. Tenant accepts the Premises in its current condition, having had an opportunity for access to examine and inspect the Premises, and having done so to its full satisfaction.

10. Landlord Responsibilities. Landlord shall be provided and shall pay for all gas, electricity, water, sewage, and fire alarm service for the Premises. Landlord shall provide an employee to maintain and service the Building's boiler on a daily basis and secure any necessary inspections or permits. Landlord agrees to make any necessary repairs of the main boiler. If the boiler becomes inoperable and requires replacement, Landlord may either replace it at its sole cost, or decide to exercise its right to terminate under paragraph 8. Landlord shall maintain the license for the operation of the Building's kitchen.

Landlord shall be responsible for any maintenance or necessary repairs to the roof, windows, and doors of the Building. Landlord shall be responsible for any maintenance or necessary repairs to the foundation or structural frame of the Building, including but not limited to any repairs to the floors, heating system, air handlers, kitchen fixtures, and mechanical, plumbing, and electrical systems. Landlord shall be responsible for performing necessary maintenance of the gym floor including polishing the floors, as requested and fully paid for by Tenant. Landlord shall be responsible for maintaining all light fixtures..

Landlord shall not have any other responsibilities with respect to the maintenance, repair, or replacement of the Premises, unless expressly provided for in this Agreement.

11. Tenant Responsibilities. Tenant shall be responsible for, and shall pay for, all cleaning and routine maintenance for the Premises, which shall include, but is not limited to: daily custodial cleaning; trash, garbage and waste removal; landscaping; mowing of lawns on the Premises; snowplowing; cleaning of the Premises; replacing any light bulbs as needed; routine

maintenance of plumbing, mechanical, and electrical systems; and maintaining the exterior and interior appearances of the Premises.

Tenant shall be responsible for and pay for removal of snow and ice on or about the Premises and shall keep the sidewalks, parking lot, and driveways on or about the Premises free from snow and ice at all times. Tenant shall be responsible for any damage caused by its use of the Premises and the structures located thereon, this shall not include ordinary wear and tear from the use of the Premises.

Tenant shall be responsible for maintaining the physical security of the Premises, including operation and observation of all security surveillance cameras. Tenant may utilize the network infrastructure existing within the Building, but will be responsible for providing its own internet and wireless service, telephone service, and any satellite/cable video services.

12. Insurance. On the date of the commencement of this Agreement, and for the balance of the term hereof or any subsequent renewal term of this Agreement, Tenant shall obtain, at Tenant's own expense, general liability insurance for personal injury and/or death and for property damage, naming Landlord as an additional insured. Such general liability insurance shall have a personal injury coverage limit of liability of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per person and Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence, and shall have property damage coverage with a limit of liability of not less than One Million and 00/100 Dollars (\$1,000,000.00).

Tenant, at Tenant's sole cost and expense, shall, during the term of this Lease, keep the Premises insured against loss or damage by fire and all risks comprehended by standard extended coverage endorsements in an amount equal to the full replacement cost of the Premises. All sums payable under such insurance shall be used to repair, rebuild, or restore the Leased Premises.

Tenant shall provide Landlord with a copy of all policies, policy endorsements, certificates, declaration pages, and other such evidence of Landlord's additional insured status associated with such insurance, including a copy of policies, upon the execution of this Agreement. A current copy of such coverage shall be supplied to the business office of the Board within five (5) days of enactment of said coverage.

Tenant shall notify Landlord, and Tenant shall deliver to Landlord at this same time, evidence satisfactory to Landlord that all premiums for said insurance policies have been paid in full.

13. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

14. Notices. Any notice required under this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Agreement, or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

15. Waiver. No provision of this Agreement shall be deemed to have been waived, unless the waiver is in writing.

16. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law or any other jurisdiction, the validity, legality, and enforceability of the remaining provision shall not in any way be affected or impaired.

CITY OF SANDUSKY

SANDUSKY CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____
Mayor

By: _____
Board President

By: _____
City Manager

By: _____
Superintendent/CEO

By: _____
Finance Director

By: _____
Treasurer/CFO

Date: _____

Date: _____

EXHIBIT "1"



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886

TO: Eric Wobser, City Manager
FROM: Jason Werling, Recreation Superintendent
DATE: March 28, 2022
RE: Commission Agenda Item:
Paper District Marina Facility Agreement 2022

ITEM FOR CONSIDERATION: Requesting legislation to approve and authorize the addition of seasonal dockage at the Paper District Marina from twenty-seven (27) slips to thirty-five (35) slips for the 2022 season.

BACKGROUND INFORMATION: Towboat Marine LLC d.b.a. Lake Erie Towing, has requested to extend the seasonal docks at the Paper District Marina from the current twenty-four (24) slips to add an additional eight (8) slips, totaling thirty-five (35) seasonal slips. In 2012, the PDM introduced seasonal dockage and since then it has been a major factor in the stream of revenues and the offset of expenses. The Marina will continue to offer short-term transient dock slips with a total of twenty-four (24) transient slips available throughout the season. Lake Erie Towing utilizes three (3) slips for their vessels per their agreement.

The seasonal dock additions requested by Lake Erie Towing, LLC, will fulfill a waiting list for seasonal dockage from adjacent residences to the marina, help increase the Paper District Marina revenues and will allow the Marina to continue to be the short-term transient hub in Sandusky.

BUDGETARY INFORMATION: The agreement will not result in any additional budgetary expenses. Any proceeds generated annually by said seasonal and transient rentals will be deposited in the Parks and Recreation Marina Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared to authorize the addition of eight (8) seasonal docks at the Paper District Marina. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow the operator to promote dockage for the 2022 season and there is currently a waiting list for seasonal dockage and the City desires to secure these potential lessees prior to the boating season.

Approved:

I concur with this recommendation:

Jason Werling, Recreation Superintendent

Eric Wobser, City Manager

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

RESOLUTION NO. _____

A RESOLUTION AMENDING SECTION 1 OF RESOLUTION NO. 014-13R, PASSED ON APRIL 8, 2013, AUTHORIZING LIMITED SEASONAL DOCKAGE AT THE PAPER DISTRICT MARINA; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized limited seasonal dockage at the Paper District Marina for twenty-two (22) slips by Resolution No. 014-13R, passed on April 8, 2013; and

WHEREAS, the City Commission approved the modification of seasonal dockage limits at the Paper District Marina from twenty-two (22) to twenty-seven (27) dockage slips by Resolution No. 002-17R, passed on January 9, 2017; and

WHEREAS, this amendment to Resolution No. 014-13R, modifies seasonal dockage at the Paper District Marina to a limit of thirty-five (35) dockage slips; and

WHEREAS, upon approval, the designation of the docks at the Paper District Marina will be twenty-four (24) transient dockage slips, thirty-five (35) seasonal dockage slips, and three (3) dockage slips provided to the Paper District Marina's Manager pursuant to the agreement with Towboat Marine, LLC d.b.a. Lake Erie Towing, for a total of sixty-two (62) docks; 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 as there is currently a waiting list for seasonal dockage and the City desires to secure these potential lessees prior to the boating season; 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 Recreation Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, does find that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby amends Section 1 of Resolution No. 014-13R, passed on April 8, 2013, to limit seasonal dockage at the Paper District Marina to thirty-five (35) dockage slips, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

40'

40'

A**B**

15

16

14

17

50 AMP

13

18

12

19

11

20

10

21

A Dock / 50 Amp - 24 Transient, 7 Seasonal, 1 Towboat
 B Dock / 30 Amp 0 Transient, 28 Seasonal, 2 Towboats

Total Dock: 62 24 Transient Slips, 35 Seasonal, 3 Towboat

9

22

8

23

7

24

6

25

5

26

4

27

3

TOW BOAT

28

2

29

PUMP OUT

31

1

30

70' Slip (30'+40') Transient Dockage

32 (Transient Jet Ski Area)

36'

30'

16

17

30 AMP

15

18

14

19

13

20

12

21

11

22

23

9

24

8

25

7

26

5 – 30 amp Overnights Slip location
 may vary depending on Seasonal
 requests / needs but will remain at 5

6

27

5

28

4

29

3

30

2

TOW BOAT

1

TOW BOAT

5-JET SKI
DOCKS (10)

Seasonal Dockage



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: March 16, 2022

Subject: **Commission Agenda Item – Permission to Bid Pelee Islander Stop Piles project**

ITEM FOR CONSIDERATION: Legislation authorizing the City Manager to accept bids for the Pelee Islander Stop Piles project.

BACKGROUND INFORMATION: When the City embarked on reconstruction of the Jackson Street Pier (Pier) a few years ago, staff had planned to reconstruct the site to accommodate the Jiimaan instead of the Pelee Islander. The larger Jiimaan vessel was constructed as an end-loading vessel whereas the Pelee Islander is a side-loading boat. The existing hydraulic ramp was situated at the south end of the slip to specifically accommodate the Jiimaan. This was also where the Customs and Border Protection (CBP) facility was relocated, which would also allow the architect to maximize the public space on the Pier. Several months into the design-build project, the decision was made by the Ministry of Transportation of Ontario (MTO) to keep the Pelee Islander assigned to the international ferry service out of Sandusky. This decision was based on many factors including operational costs for the larger vessel, reduced ridership, and the physical condition of the Jiimaan based on a recent inspection. This decision left the project team scrambling on how to accommodate the Pelee Islander.

MTO proposed utilizing the rear of the vessel for loading and unloading because it already contained a vehicle ramp, but there were serious concerns about backing down the slip and safely securing the boat. Brainstorming sessions between Donley's (the City's contractor for the Pier), various vendors, the City, and MTO had occurred to develop solutions. Ideas ranged from stop piles, bumpers, extensions, and modifications to the boat itself. Unfortunately, the pandemic had closed international travel between Canada and the United States of America so test runs could not be performed until late 2021. This test fit yielded a design that included two stop piles that would have to be drilled into the bedrock in the slip and one bumper that will be delivered by the operator, Owen Sound Transportation Company (OSTC) but installed by the City's contractor.

Since MTO does not have authority to construct projects outside their borders, the City must take the lead. However, staff was not willing to expend additional funds until a lease agreement was signed by OSTC for reimbursement of funds already expended on the Pier project. After approval by City Commission on March 14, 2022, the lease was signed on March 15, 2022. Drawings have been developed and the project is ready to bid. With delays in logistics and availability of materials, it is imperative to construct the project as quickly as possible.

In discussions with MTO, staff has been informed that OSTC currently intends to operate as per the schedule posted online but may have to modify their accommodations for passengers only. Their fear is that allowing vehicular access onto the Pelee Islander could cause a safety concern as the ramp on the boat does not align properly with the vessel that sits slightly askew, especially if the boat is being pushed around by waves and/or wind.

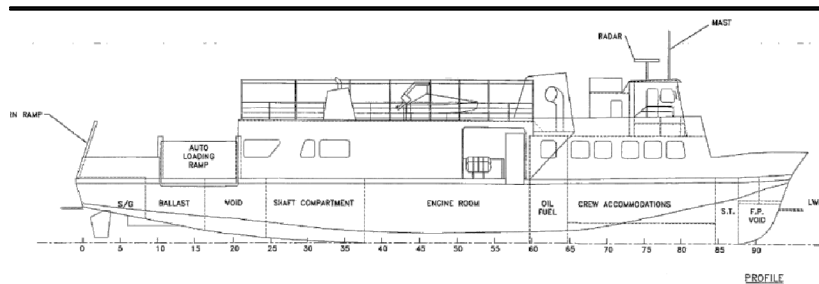
BUDGETARY INFORMATION: The estimated cost of the project, including advertising and miscellaneous costs is \$175,000. Final costs for all work related to this project will be incorporated into the existing lease with Owen Sound Transportation Company, which will require payment installments prior to 2027. Since the City will be required to front the capital expenses for the project, all reimbursements will be deposited back into the Capital Fund.

ACTION REQUESTED: It is recommended that proper legislation be prepared to accept bids for the Pelee Islander Stop Piles project and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for bidding to take place immediately to accommodate pedestrian and vehicular service as quickly as possible.

I concur with this recommendation:

Eric Wobser
City Manager

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



CERTIFICATE OF FUNDS

In the Matter of: Stop Pile Project- Pelee Islander

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 #431-6860-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/23/2022

RESOLUTION NO. _____

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

WHEREAS, the City Commission approved a Lease Agreement with Owen Sound Transportation Company, Limited, for the utilization of dockage space at the Jackson Street Pier by Ordinance No. 20-126, passed on August 24, 2020, and approved an amended Lease Agreement by Ordinance No. 22-046, passed on March 14, 2022; and

WHEREAS, a few years ago when the City embarked on reconstruction of the Jackson Street Pier, the Pier was constructed to accommodate the *Jiimaan*, a larger end-loading vessel, instead of the *Pelee Islander*, a smaller side-loading vessel, and several months into the design-build project, a decision was made by the Ministry of Transportation of Ontario (MTO) to keep the *Pelee Islander* assigned to the international ferry service out of Sandusky; and

WHEREAS, the proposed Pelee Islander Stop Piles Project involves modifications to accommodate the *Pelee Islander* with loading and unloading of passengers and vehicles that includes two (2) stop piles that will be drilled into the bedrock in the slip and the installation of one (1) bumper, supplied by Owen Sound Transportation Company, and installed by the City's contractor; and

WHEREAS, the estimated cost for this project, including advertising and miscellaneous costs, is \$175,000.00 and will initially be paid with Capital Funds and then reimbursed by Owen Sound Transportation Company pursuant to the Lease Agreement; 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 immediately bid the project to accommodate pedestrian and vehicular service as quickly as possible; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City

Commission, for the proposed Pelee Islander Stop Piles Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Pelee Islander Stop Piles Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Pelee Islander Stop Piles Project as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022



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., Director

Date: March 16, 2022

Subject: **Commission Agenda Item – 101 East Water Street, Encroachment License along Shoreline Drive**

ITEM FOR CONSIDERATION: Legislation to approve an Encroachment License for portions of city right of way located at 101 East Water Street, Sandusky, OH along Shoreline Drive for installation of a raised deck to match with the existing along the West side of the building.

BACKGROUND INFORMATION: The property owner, HavinFun, LLC, operating as Landmark Kitchen & Bar, has requested an encroachment license to install a raised deck along the north side of the building along Shoreline Drive, for use by Landmark restaurant. Granting an Encroachment License will allow for the property owners to construct an 8.5' x 52.9' raised deck in the right of way, connected to the existing deck on the west side. The new structure will match elevation to the existing deck on the west side and will be of similar construction materials. The total area for the Encroachment License is 0.0103 acres (449.65 square feet).

There are no known conflicts with existing public infrastructure. The licensee acknowledges that this Encroachment License is terminable at the will of the City.

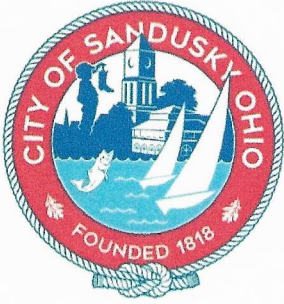
BUDGETARY INFORMATION: There is no budgetary impact with this item. The property owner is responsible for the recoding fees to the Erie County Recorder Office.

ACTION REQUESTED: It is recommended that proper legislation be prepared to grant an Encroachment License to HavinFun, LLC, operating as Landmark Kitchen & Bar, at 101 East Water Street, Sandusky, OH and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for construction to begin following this approval to open at the onset of spring.

I concur with this recommendation:

Eric Wobser
City Manager

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



Department of Community Development

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

March 18, 2022

HavinFun LLC
PO BOX 1862
Sandusky, OH 44871

RE: Landmark Commission – 101 E Water St

This will confirm that the above application was considered by the Sandusky Landmark Commission at its meeting on March 16, 2022. After reviewing the application, the Landmark Commission has resolved to approve the request for a Certificate of Appropriateness for extension of the current patio to wrap around the back side of the building at 101 East Water Street.

Please be sure to apply for all necessary permits. Should you require any further information on this file, please contact the Division of Planning at (419) 627-5973.

Sincerely,

Arin Blair
Chief Planner

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH HAVINFUN, LLC, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHTS-OF-WAY AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, certain property of the City is currently platted as City right-of-way including the property identified and more fully described in Exhibit "A"; and

WHEREAS, this proposed License for Encroachment will allow the property owner, HavinFun, LLC, operating as Landmark Kitchen & Bar, to install a raised deck along Shoreline Drive; and

WHEREAS, a Certificate of Appropriateness has been issued by the Landmark Commission at their meeting on March 16, 2022, for the extension of the current patio to wrap around the north side of the building at 101 E. Water Street; and

WHEREAS, this City Commission, under powers of Local self-government granted to the City by Article XVIII of the Ohio Constitution and Section 3 and Section 25 of the Charter of the City of Sandusky, has the power to change the use of City property to a use that would be of greater benefit and use to the public; 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 execute the Grant of a License for Encroachment and allow the property owner to construct the deck to open at the onset of spring; 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 the Grant of a License for Encroachment Agreement with HavinFun, LLC, operating as Landmark Kitchen & Bar, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

**GRANT OF LICENSE FOR ENCROACHMENT ON THE SOUTH SIDE OF
SHORELINE DRIVE RIGHT-OF-WAY**

This License Agreement is made this _____ day of _____, 2022, between the City of Sandusky, Ohio ("City") whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, and HavinFun, LLC ("Licensee") whose tax mailing address is 161 Sunset Drive, Sandusky, Ohio 44870, under the following circumstances:

- A. The City of Sandusky, Erie County, Ohio, is the Owner and Trustee for the general public of the rights-of-way as defined in the Ohio Revised Code Section 4511.01(uu), including Shoreline Drive, and is more fully described in Exhibit "A" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.
- B. Licensee is the owner in fee simple of the real estate adjoining the east side of the Columbus Avenue right-of-way located at 101 E. Water Street.
- C. The Licensee desires to install and maintain a raised deck ("Encroachment") to accommodate outdoor dining within the Owner's right-of-way in relation to the Licensee's property located at 101 E. Water Street, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein.
- D. The City is willing to grant to Licensee a license to maintain the Encroachment for so long as Licensee remains the owner of the property to the east side of the Columbus Avenue right-of-way and provided the Encroachment is not substantially altered and is maintained for the purpose of accommodating outdoor dining and in compliance with all legal requirements including those established for outdoor dining facilities within the City of Sandusky, State of Ohio.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION PAID, THE PARTIES
AGREE AS FOLLOWS:**

- 1. The City grants to Licensee the license and permission to retain and maintain the Encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for so long as Licensee, or an assignee approved by the City, remains the

owner of real property located at 101 E. Water Street, Sandusky, Ohio, and provided that the Encroachment is not substantially altered and Licensee, or approved assignee, complies with all applicable legal requirements including those established for outdoor dining facilities within the City of Sandusky, State of Ohio. The City grants to Licensee the right to assign this license to an assignee approved by the City. Licensee acknowledges that this grant of a license is terminable by the City in the event that Licensee, or an approved assignee, does not continue to meet these conditions;

2. Licensee agrees that, except for the license granted pursuant to this Agreement, Licensee makes no claim of right and has no interest or title in any part of the property and Licensee further agrees that the maintenance of the Encroachment shall not, at any time, be deemed or construed to be an adverse possession of any part of the City's right-of-way;
3. Licensee agrees to maintain the Encroachment solely at Licensee's expense for use in conjunction with Licensee's property located at 101 E. Water Street, Sandusky, Ohio, and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;
4. The License granted by this Agreement is subject to a permanent easement in favor of the City for maintenance of any utility lines, any irrigation lines and valves, and any other underground lines that may exist within the right-of-way Encroachment property;
5. This Agreement shall not be construed to run with the land and is only a temporary license, terminable at the will of the City in the event that Licensee, or approved assignee, does not continue to meet the conditions set forth in this Agreement.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below:

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

CITY:
CITY OF SANDUSKY

Eric L. Wobser, City Manager

State of Ohio)

County of Erie)

ss:

EXHIBIT "1"

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this ____ day of _____, 2022.

Notary Public
My Commission Expires:

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

LICENSEE: HAVINFUN, LLC

David R. Bier, Owner

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named David R. Bier, Owner of HavinFun, LLC, who acknowledged that he signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal
this ___ day of _____, 2022.

Notary Public
My Commission Expires:

Instrument prepared by:

Brendan Heil #0091991
Law Director, City of Sandusky

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

**Legal Description For:
Havinfun, LLC
Encroachment License Agreement
0.0103 Acres**

Being part of Columbus Avenue right-of-way and Shoreline Drive right-of-way, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1-3/4" iron pipe found at the intersection of the centerlines of Water Street (74.25' R/W) and Wayne Street (148.5' R/W); Thence North 23° 46' 38" West, along the centerline of Wayne Street, a distance of 157.07 feet to a point at the intersection of the centerlines of Wayne Street and Shoreline Drive (80' R/W); Thence South 66° 12' 56" West, along the centerline of Shoreline Drive a distance of 364.60 feet to a point; Thence South 23° 46' 38" East, a distance of 31.50 feet to a point and being the principal place of beginning;

1. Thence continuing South 23° 46' 38" East, a distance of 8.50 feet to a point at the southerly right-of-way line of Shoreline Drive and the northerly line of land now or formerly owned by Havinfun, LLC as recorded in RN 201809752 of the Erie County Recorder's Office;
2. Thence South 66° 12' 56" West, along the northerly line of said Havinfun, LLC's land, the southerly right-of-way line of Shoreline Drive and the westerly extension of the southerly right-of-way line of Shoreline Drive, a distance of 52.90 feet to a point;
3. Thence North 23° 46' 38" West, a distance of 8.50 feet to a point;
4. Thence North 66° 12' 56" East, a distance of 52.90 feet the principal place of beginning and containing 0.0103 acres (449.6500 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

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

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in March, 2022 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed March, 2022 on the premises by Contractors Design Engineering.

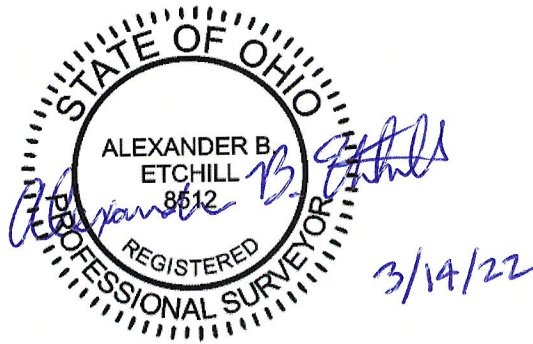
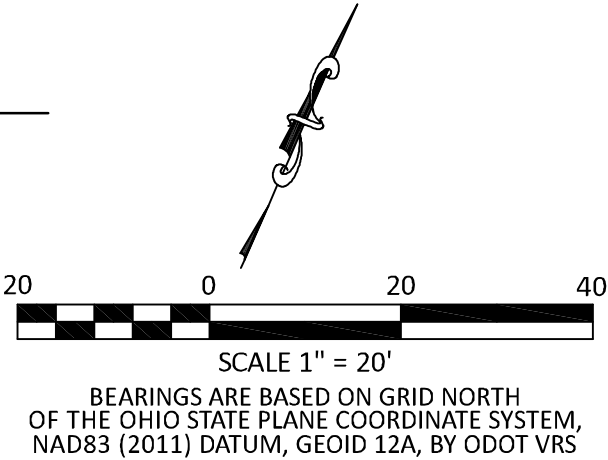
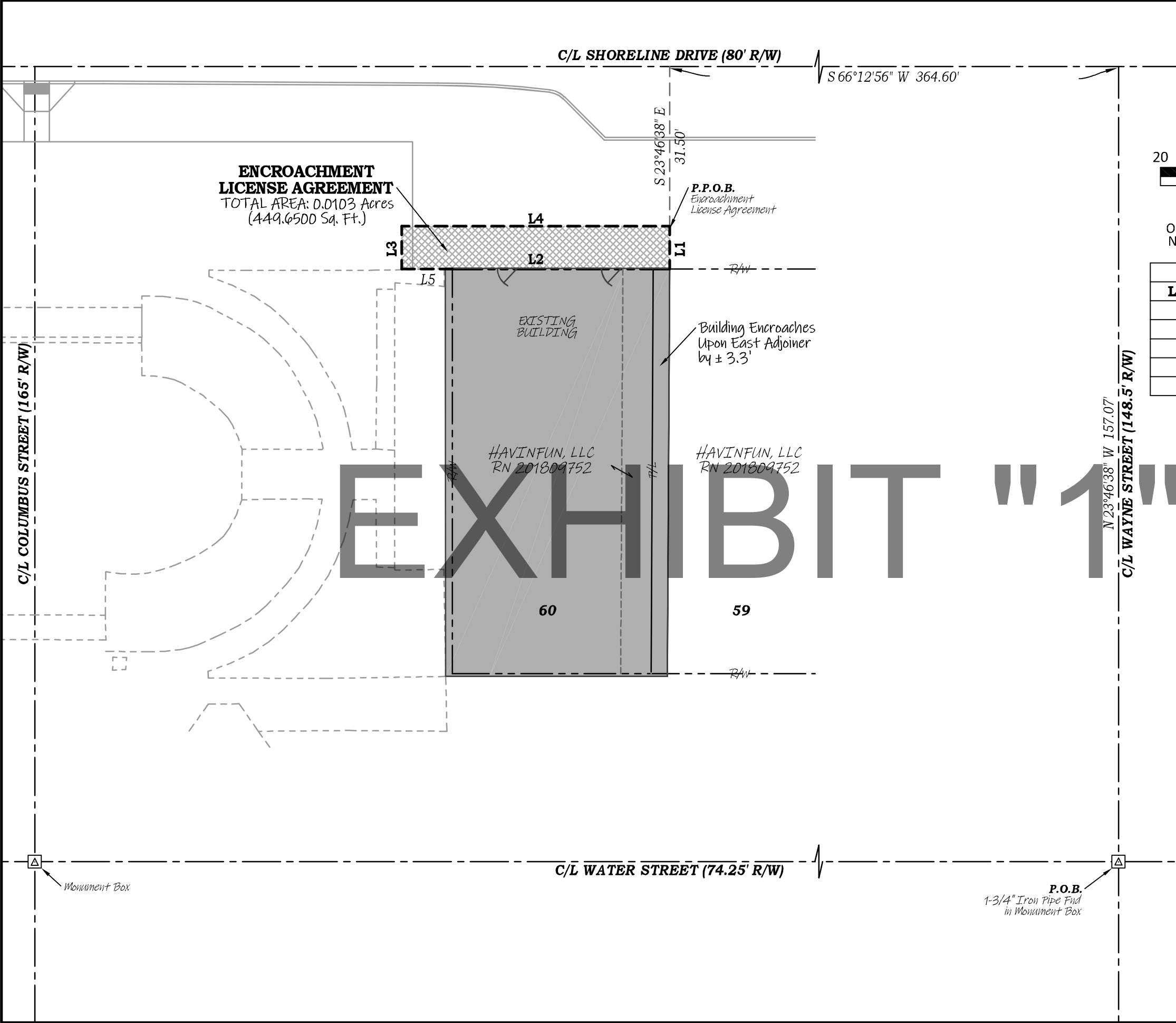


EXHIBIT "1"

File Name: Z:\CDEng22\22-264-Landmark Encroachment License-City of Sandusky-Erie Co\20-264.dwg



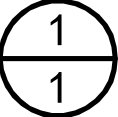
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 23°46'38\"E	8.50'
L2	S 66°12'56\"W	52.90'
L3	N 23°46'38\" W	8.50'
L4	N 66°12'56\" E	52.90'
L5	S 66°12'56\" W	10.00'

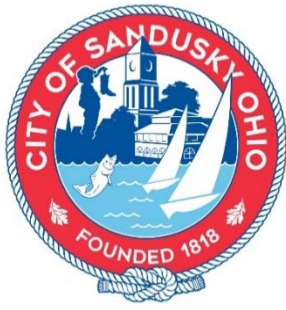


ENCROACHMENT LICENSE AGREEMENT SURVEY PLAT FOR
HAVINFUN, LLC
BEING PART OF COLUMBUS AVENUE
& SHORELINE DRIVE RIGHT-OF-WAY, WARD 1, CITY OF SANDUSKY,
ERIE COUNTY, FIRELANDS CONNECTICUT WESTERN RESERVE, STATE OF OHIO

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

DATE: MARCH, 2022
DR. BY: DMM
CH'D. BY: ABE
PROJECT NO.: 22-264





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., Public Works Engineer

Date: March 16, 2022

Subject: Commission Agenda Item – Amendment to the Professional Design Services Agreement with American Structurepoint, Inc. of Cleveland, Ohio, for the ERI-6-9.07 (Cleveland Rd.) PID 114056 Cleveland Road Safety Improvement Project through and including Final Detailed Design

ITEM FOR CONSIDERATION: Legislation for approval amending the Professional Design Services Agreement with American Structurepoint, Inc. for the ERI-6-9.07 (Cleveland Rd.) PID 114056, Cleveland Road Safety Improvement Project to include final detailed design.

BACKGROUND INFORMATION: Through approval of City Commission at the May 10, 2021, meeting via Ordinance 21-068, the City signed into agreement with American Structurepoint, Inc. of Cleveland, Ohio for preliminary design services for the Cleveland Road Safety Improvement Project.

As part of the preliminary design work ODOT required the City to perform a feasibility study to narrow down the best alternatives at the intersection of Cleveland Rd and Cedar Point Drive. Over the past several months, staff has been working with the firm on the feasibility of a roundabout at the intersection of Cleveland & Cedar Point Roads, analyzing the results of the signal warrants at Cleveland & Cowdery, Cleveland & Avondale and Frontage Road “C” and Milan. Otherwise, review and evaluate the signal improvements are slated for Cleveland & Remington and Cleveland & Sycamore Line, including added turn lanes and associated turn lane storage lengths. By and large, the results of both consultants studies is driven by updated traffic pattern (and count) data and the routing that has evolved over the years with mobile GPS units guiding travelers.

As indicated in TranSystem’s preliminary study, the American Structurepoint feasibility study further confirmed a roundabout as the safest and most efficient alternative for traffic control at the intersection of Cedar Point Drive and Cleveland Rd.

This detail design work includes completion of the preliminary engineering design phase, the environmental engineering phase, Right of Way acquisition services, the final construction engineering design phase and limited construction support. This work will result in the generation of a biddable set of plans for construction.

Design plans are slated to be complete by the end of 2023.

BUDGETARY INFORMATION: The previous approved cost for professional design services was \$263,615.00. The additional cost for final detailed design shall be \$911,302 with an updated cost not to exceed \$1,174,917. The funding split is 5% City of Sandusky and 95% Ohio Department of Transportation (ODOT) through the Safety funds.

ODOT Highway Safety Improvement Funds (4HJ7) and (4BC7)	\$1,116,171.15
Major Infrastructure Funds (Streets)	\$ 58,745.85

ACTION REQUESTED: It is recommended that an ordinance amending the Professional Design Services Agreement with American Structurepoint, Inc. for the ERI-6-9.07 (Cleveland Rd.) PID 114056, Cleveland Road Safety Improvement Project to include final detailed design in the amount not to exceed \$1,174,917.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the design services to keep us on the ODOT project's schedule for milestones and completion dates.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

CERTIFICATE OF FUNDS

In the Matter of: Cleveland Rd Safety Project Design

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

Account #216-6200-53000

By: 

Michelle Reeder

Finance Director

Dated: 3/23/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH AMERICAN STRUCTUREPOINT, INC. OF CLEVELAND, OHIO, FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Roundabout and Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020; and

WHEREAS, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with American Structurepoint, Inc. of Cleveland, Ohio for preliminary design services for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021; and

WHEREAS, American Structurepoint, Inc. will be providing additional professional design services for detail design work including completion of the preliminary engineering design phase, the environmental engineering phase, right-of-way acquisition services, the final construction engineering design phase, and limited construction support for the Cleveland Road Safety Improvement Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the original cost of the professional design services is \$263,615.00 and with the additional cost for additional services provided in this Amendment in the amount of \$911,302.00, the total revised costs is \$1,174,917.00 of which \$1,116,171.15 (95%) will be paid with Highway Safety Improvement Program (HSIP) funds through the Ohio Department of Transportation (ODOT) and the remaining balance of \$58,745.85 (5%) will be paid with Major Infrastructure Street Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with the design services to continue to meet ODOT's project schedule for milestones and completion dates; 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 Amendment to Agreement No. 36274 with American Structurepoint, Inc., of Cleveland, Ohio, for Professional Design Services for the Cleveland Road Safety Improvement Project (ERI-6-9.07, PID 114056), 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** Nine Hundred Eleven Thousand Three Hundred Two and 00/100 Dollars (\$911,302.00), for a total amount **not to exceed** One Million One Hundred Seventy Four Thousand Nine Hundred Seventeen and 00/100 Dollars (\$1,174,917.00).

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

City of Sandusky

AMENDMENT to AGREEMENT NO. 36274

This Amendment to Agreement, No. 36274, entered this _____ day of _____, 2022, by and between the City of Sandusky hereinafter referred to as the City, and American Structurepoint, hereinafter referred to as the Consultant, with an office located at 4600 Superior Ave East, Suite 1305, Cleveland, OH 44114.

WITNESSETH:

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

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the City for preparation of the Project Development Process for intersection improvements at Cleveland Road/Sycamore Line, Cleveland Road/Cedar Point Drive, Cleveland Road/Remington Ave, and removal of unwarranted signals at US 250/Butler, US 6/Avondale St, and US 6/Cowdery St in the City of Sandusky, hereby known as ERI-6-9.07.

CLAUSE II - INVOICE & PROJECT SCHEDULE

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

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

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

CLAUSE III - PRIME COMPENSATION

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

Project Development Process.

Part 1: Feasibility Study and Conceptual Design Phase

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary

direct costs. The maximum prime compensation shall not exceed two hundred sixty three dollars six hundred fifteen dollars (\$263,615). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
American Structurepoint	Principal	\$75.00	N/A
American Structurepoint	Sr. Project Manager	\$68.00	N/A
American Structurepoint	Senior Engineer	\$52.50	N/A
American Structurepoint	Land Surveyor	\$45.00	N/A
American Structurepoint	Project Engineer	\$39.00	N/A
American Structurepoint	Senior Environmental Spec.	\$52.50	N/A
American Structurepoint	Environmental Spec.	\$25.00	N/A
American Structurepoint	2-man Survey Crew	\$56.00	N/A
American Structurepoint	Staff Engineer	\$31.00	N/A
American Structurepoint	Technician	\$30.00	N/A

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of

Part 2: Preliminary Engineering Phase

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed two hundred seventy-nine thousand, five hundred eleven dollars (\$279,511). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
American Structurepoint	Principal	\$75.00	N/A
American Structurepoint	Sr. Project Manager	\$68.00	N/A
American Structurepoint	Senior Engineer	\$52.50	N/A
American Structurepoint	Land Surveyor	\$45.00	N/A
American Structurepoint	Project Engineer	\$39.00	N/A
American Structurepoint	Senior Environmental Spec.	\$52.50	N/A
American Structurepoint	Environmental Spec.	\$25.00	N/A
American Structurepoint	2-man Survey Crew	\$56.00	N/A
American Structurepoint	Staff Engineer	\$31.00	N/A
American Structurepoint	Technician	\$30.00	N/A

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

Part 3: Environmental Engineering Phase

Actual costs plus a fixed fee of twenty-three thousand, two hundred and thirty-eight dollars (\$23,238). However, the maximum prime compensation shall not exceed two hundred and fifty-one thousand, three hundred and eighty-six dollars (\$251,386).

Part 4: Final Engineering Phase

Actual costs plus a fixed fee of eleven thousand, eight hundred and three dollars (\$11,803). However, the maximum prime compensation shall not exceed two hundred and two thousand, three hundred and fifty dollars (\$202,350).

Part 5: Construction Engineering Phase

Actual costs plus a fixed fee of six hundred and eighteen dollars (\$618). However, the maximum prime compensation shall not exceed six thousand, two hundred and forty-eight dollars (\$6,248).

Agreed Rates of Pay for are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
American Structurepoint	Principal	\$75.00	N/A
American Structurepoint	Sr. Project Manager	\$68.00	N/A
American Structurepoint	Senior Engineer	\$52.50	N/A
American Structurepoint	Land Surveyor	\$45.00	N/A
American Structurepoint	Project Engineer	\$39.00	N/A
American Structurepoint	Senior Environmental Spec.	\$52.50	N/A
American Structurepoint	Environmental Spec.	\$25.00	N/A
American Structurepoint	2-man Survey Crew	\$56.00	N/A
American Structurepoint	Staff Engineer	\$31.00	N/A
American Structurepoint	Technician	\$30.00	N/A

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

Part 6: If Authorized Tasks

If authorized, actual costs plus a fixed fee of five thousand, one hundred and ninety-two dollars (\$5,192). However, the maximum prime compensation shall not exceed one hundred seventy-one thousand, eight hundred and seven dollars (\$171,807).

Agreed Rates of Pay for are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
American Structurepoint	Principal	\$75.00	N/A
American Structurepoint	Sr. Project Manager	\$68.00	N/A
American Structurepoint	Senior Engineer	\$52.50	N/A
American Structurepoint	Land Surveyor	\$45.00	N/A
American Structurepoint	Project Engineer	\$39.00	N/A
American Structurepoint	Senior Environmental Spec.	\$52.50	N/A
American Structurepoint	Environmental Spec.	\$25.00	N/A
American Structurepoint	2-man Survey Crew	\$56.00	N/A
American Structurepoint	Staff Engineer	\$31.00	N/A
American Structurepoint	Technician	\$30.00	N/A

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

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

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The most current Scope Definitions for Right of Way Services as published on the ODOT Website (<http://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx>).
- (c) The attached Final Scope of Services Minutes.
- (d) The Invoice & Project Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

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

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

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

American Structurepoint

By: _____

Title: _____

EXHIBIT "1"

City of Sandusky

Public Works Director

City Manager

APPROVED AS TO FORM:

By: _____

Title: _____

CERTIFICATE OF FUNDS

In the matter of: _____

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

Dated: _____, 2022

CITY OF SANDUSKY, OHIO

EXHIBIT "1"

By: _____
Michelle Reeder, CPA
Finance Director

Account Number

Not to Exceed Amount



January 25, 2022

Mr. Aaron Klein, PE
Public Works Director
240 Columbus Avenue
Sandusky, Ohio 44870

ATTN: Joshua Snyder, PE
Assistant City Engineer

Subject: ERI-6-9.70, PID 114056
Fee Proposal for Professional Services

Dear Mr. Klein,

As a follow up to our coordination with the City of Sandusky, American Structurepoint, Inc. is pleased to submit our letter proposal for the City's review. The fee proposal was developed in concurrence with the current Ohio Department of Transportation Consultant Fee Guidance and the approved project task list which includes detailed design, right-of-way plan development, public engagement, traffic simulations, and environmental studies. As a supplement to the ODOT PDP task list included with this fee proposal, please see the following summary for additional project information.

Project Overview:

This project involves traffic routing, safety, and congestion mitigation improvements along Cleveland Road (US 6) at the intersections of Sycamore Line (US 250), Cedar Point Drive, and Remington Avenue. Detailed design will include intersection reconfigurations at Sycamore Line, Cedar Point Drive, Harbour Parkway, and Remington Avenue intersections. Traffic analysis along Cleveland Road recommended existing signal removals at the intersections of Avondale/McKinnley, and Cowdrey, along with the removal of the existing signal at the intersection of Milan and Butler. Additionally, there will be sidewalk improvements on the north side Cleveland Road from Harbour Parkway to East Shoreway Drive. Public Involvement includes a virtual meeting with traffic simulations for the corridor.

The initial study phase of the project was included in Part I of the project. Part II of the project includes the detailed design, right-of-way, geotechnical, subsurface utility engineering, and right-of-way acquisitions items.

PART II

Survey (2.3.A):

Project Control, Benchmark, and Reference Points:

Based on the control previously set, we will establish additional control points and benchmarks needed to perform the Part II surveys. Coordinate system and datum will be as previously established for Part I.

Monument Recovery:

We will search for and tie in centerline reference monuments, ROW monuments, and property corners in order to resolve the RW lines for the following intersections which fall outside of our Part I boundary survey areas:

- Milan & Butler

Basemapping:

Additional topographic surveys will be performed where needed as shown in the attached Part II Survey Limits exhibit. In general, survey limits for the signal study intersections are from right-of-way to right-of-way for 100 feet in each direction of the intersection. Topographic surveys will be completed at the following intersections:

- Milan & Butler
- Cleveland & Sycamore Line (supplemental)
- Cleveland, Avondale, McKinley & Butler
- Cleveland & Cowdrey
- Cleveland & Cedar Point (supplemental)
- Cleveland & Remington (supplemental)

Additional survey will be performed to locate planimetric features (no elevations) as needed for the anticipated right-of-way plan requirements. We will locate all topographic and planimetric features within the survey limits.

Ohio Utilities Protection Service (Ohio811) will be contacted to request markings for survey activities and to obtain any record plans that are available. We will locate above-ground evidence of utilities, including but not limited to markings, manholes (including inverts and pipe details for storm/sanitary sewers), handholes, valves, riser boxes, poles, and overhead lines. This scope does not include the location of private utility services or determining the depths of any utility facilities (other than storm/sanitary sewers). Additionally, this scope does not include locating utilities for which no above-ground evidence is visible or for utilities that do not respond to the Ohio811 request for markings/plans. If sufficient to-scale plans are provided by the utility owner, we will plot utility information in the basemap, based on those received plans.

We will process the field collected survey data and draft an existing conditions basemap. This basemap will include the creation of a surface and contours (1-foot vertical interval). Where applicable, the Part II survey mapping will be merged with the previously completed Part I basemap.

Environmental:

Public Involvement (2.6.A)

The proposed action will require public involvement activities throughout the project. Public involvement activities proposed for this project include property owner notification letters and an open house public meeting (includes preparation of exhibits). American Structurepoint will prepare for and attend one-house style public meeting. The County will be responsible for advertisement and securing a location to host the public meeting. If consultation with City or ODOT-District 3 indicates additional Public Involvement requirements are necessary, the services to conduct and prepare any additional service will be considered out of scope.

1. Public Involvement Meeting Invitations: American Structurepoint will provide the City with names and addresses for the public meeting invitations and language for the letter. The City will print and mail the invitations.
2. Coordination with Underserved Populations, including determining locations where to advertise the project. This task does not include studies, surveys, or translation services.
3. Coordination with EMS, Schools, Sandusky Transit System, etc. for MOT activities
4. Prepare a press release that will be advertised in the Sandusky Register and on the City's website. American Structurepoint will provide the City with the press release. The City will coordinate the press release with the newspaper and make payment for the press release. The press release will need to be advertised on two occasions in the newspaper.
5. Attend one (1) open house style public meeting. It is our understanding the City will arrange the public meeting at a site within the project location (church, school, or other public meeting place). Additionally, ODOT requires this meeting to be made available in a virtual format.
6. Public Meeting Materials: American Structurepoint will prepare the following items for the public meeting: sign-in sheets, a project fact sheet or handout, a Federal Highway Administration information brochure on roundabouts (printed on 8.5"x11" for distribution), a NEPA Brochure (printed on 8.5"x11" for distribution), and project exhibits.
7. The services to conduct and prepare any additional service will be considered out of scope if consultation with ODOT-District 3 indicates additional Public Involvement requirements are necessary.

Section 404 Nationwide Permit (3.1.M)

Prepare and submit a Section 404 Nationwide Permit to the U.S. Army Corps of Engineers (USACE). If jurisdictional waters are impacted, it is anticipated the USACE will allow the project to be permitted under a Nationwide 14 permit for linear transportation projects, as described in the March 21, 2017 United States Army Corps of Engineers (USACE) Authorization of the Nationwide Permits for the State of Ohio. Furthermore, if jurisdictional waters are impacted, it is anticipated that the project will impact less than 0.5 acre of wetlands and streams. If it is determined that an individual permit, a Section 401 Water Quality Certification, Director's Authorization, and/or mitigation for losses to aquatic resources is required or isolated wetlands will be impacted, the services to prepare the permit applications and mitigation plans will be considered out of scope.

Categorical Exclusion (CE) Environmental Document (3.5)

The proposed action will likely be processed as a D1 Level Categorical Exclusion National Environmental Policy Act (NEPA) document. This document will be developed and submitted electronically through EnviroNet and will incorporate studies and other tasks performed as part of this proposed action. If consultation with ODOT-OES indicates a higher level of CE documentation is necessary, efforts required to prepare this CE will be considered out of scope work and additional or supplemental services will be required.

If-Authorized Environmental Items

Phase I History/Architecture Survey Report (2.2.I)

Prepare and submit a Phase I History/Architecture Survey Report per ODOT requirements. This survey will be completed by Lawhon & Associates, Inc and prepared based upon properties within or abutting the area of proposed right-of-way. The report will be submitted electronically through EnviroNet.

Regulated Materials Review (RMR) Assessment (Phase I ESA) (3.1.D)

The RMR Assessment will be conducted on one parcel identified in coordination with ODOT-OES that has hazardous materials concerns. The RMR Assessment is a more detailed investigation in the RMR process that reviews parcel specific information. This includes investigation of the historic ownership of a parcel, current and former land uses, physical characteristics of the surrounding area, and a photographic log to document the present conditions. In addition to historic and present land uses of a parcel, the RMR Assessment identifies potential sources of contamination and other environmental concerns associated with parcels requiring further investigation. The results of the assessment will be presented in an RMR Assessment Report that will be prepared in accordance with ODOT's RMR Guidelines. Based on the findings of the RMR Assessment, the proposed right-of-way, and the proposed construction activities, a RMR Investigation that may include sampling and testing may be warranted. If ODOT-OES requests an RMR Assessment for an additional parcel(s) or an RMR Investigation(s), additional or supplemental services will be required.

Qualitative MSAT Analysis (3.1.P)

Prepare and submit a MSAT Analysis per ODOT requirements. This survey will be completed by Lawhon & Associates, Inc and is a desktop effort based upon the preliminary design and the project's design traffic data. The report will be submitted electronically through EnviroNet.

Mussel Survey and Relocation (3.1.Q)

Prepare one (1) mussel survey and relocation prior to construction at one (1) location (either the south or north side of Cleveland Road). This survey will be completed by Lawhon & Associates, Inc. and will follow current Ohio Department of Natural Resources survey and relocation protocols. The report will be submitted electronically through EnviroNet.

Environmental Services not included with this proposal

In addition to tasks previously mentioned that will not be performed, the following are also not included in this scope of services.

- Additional cultural resource studies not included in this proposal
- RMR Investigation(s)

- Preparation of additional permit applications to the OEPA and/or the USACE, including a Level 1, Level 2, and Level 3 Isolated Wetland Permit, Section 404 Individual Permits, and Section 401 Water Quality Certification, Director's Authorization, or to other local, state, or federal agencies not mentioned above in this scope of services
- Mitigation bank coordination and/or payments, in-lieu mitigation coordination and/or fee payments, or any other mitigation development services
- Underserved Population studies, reports, and coordination requested by ODOT-District 3
- Additional Public Involvement activities that are not mentioned in this scope of services
- Additional ecological studies, including, but not limited to Level 2 and 3 Ecological Survey Reports, threatened and endangered species surveys
- Additional air quality analysis studies not included with this scope of services
- Noise studies and public involvement activities associated with any noise study

Traffic Simulation:

3D Traffic Simulation (2.6.B)

- A. Develop traffic volume sets based upon previously completed traffic study. No additional analysis will be completed.
- B. Develop a VISSIM model using the design of the preferred alternative
- C. Drone imagery for 4 intersections
- D. Render 1 signal removal intersections, and 3 proposed improvement intersections
- E. Integrate VISSIM model into 3DS Max Design
- F. Process 3DS Max Design into 4K 30FPS 16:9 animation
- G. Create a 3D simulation video by exporting the VISSIM model to 3DS Max
 - 1. Select an accurate depiction of projected traffic conditions in VISSIM and generate a script for compatibility with 3DS Max
 - 2. Import to 3DS Max and troubleshoot to ensure that all vehicles are mapped properly to the 3D linework surface
 - 3. Render out a high-quality graphic animation and utilize post-processing to enhance the video with labeling, transitions, and other after-effects
 - i. One (1) simulation video will be prepared to reflect the design year peak hour (approximately 3 minutes)

Preliminary Engineering Phase

Stage 1 Design:

2.7.A – Roadway

One overall schematic plan for the project extents. Additionally, a roundabout geometric schematic plan for horizontal curve data associated with the roundabout reference lines. Assumed five typical sections for the project: one existing, three proposed, and one center circle typical. Nine plan and profiles sheets (550 feet per sheet) for the project Cleveland Road (6), Sycamore Line (1), Cedar Point Drive (1), Remington (1). 130 cross sections for the corridor and side roads. Intersection detail sheets along Cleveland Road at Sycamore Line, Avondale/McKinley, Cowdrey, Butler, Cedar Point, Harbour, Remington, E. Shoreway, and a detail sheet at Milan and Butler. Assumed 26 driveways that will be revised along the corridor.

2.7.B – Drainage

Storm Sewer design and calculations for the Cleveland Road corridor. Calculations will be completed using ODOT CDSS software. Storm Profiles for new storm sewer along the corridor and side roads. This excludes the area along Cleveland Road between Harbour Parkway and E. Shoreway Drive outside of the Remington intersection. BMP design will be manufactured systems where needed.

2.7.C – Utilities

Utilities identified on the OUPS request for the project limits will be compiled into a utility coordination log. Review sets will be sent to utility companies to verify locations and coordinate on relocation necessary for proposed work within the project footprint. We will hold a utility coordination meeting after Stage 2 submittal to go over any potential relocations.

2.7.I – Lighting

Layout light pole locations for the roundabout improvement. Assumes that the existing lighting along Cleveland Road; outside of the roundabout footprint will remain on the existing utility poles.

2.7.J – Maintenance-of-Traffic

Develop conceptual MOT sequence of construction and detour plan for roadway work

2.7.K – Signal Plans

Develop signal plans at Cleveland Road and Sycamore Line and Cleveland Road and Remington Avenue with proposed pole locations. Develop signal plan at Cleveland Road and Butler Street with proposed signal modifications for signal head realignment and detection adjustments. Develop removal plans at six intersections.

2.8. – Project management

Attend project meetings and general oversight for Stage 1 phase of the project. Assumed bi-monthly virtual meetings and four months of detailed design.

Environmental Engineering Phase

Stage 2 Design:

3.3.A – Roadway

Revise Stage 1 plans based on plan comments received from City of Sandusky and ODOT. Further develop title sheet, schematic, General notes, Typicals, plan and profiles sheets, Cross Sections, and intersection details.

3.3B – Drainage

Revise Stage 1 plans base on plan comments received from City of Sandusky and ODOT. Further development of storm sewer plan and profiles. Create underdrain plan and details. Revised BMPs based on plan development.

3.3.C – Traffic Control

Detail pavement markings and signing plan for Cleveland Road at the intersections of Sycamore Line, Avondale/McKinley, Cowdrey, Butler, Cedar Point, Harbour, Remington, E. Shoreway, and at intersection of Milan and Butler.

3.3.D – Signal & ITS

Detailed signal plan sheets for the intersections of Cleveland Road and Sycamore Line, Cleveland Road and Remington Avenue, and Cleveland Road and Butler Street. Develop signal plan sheets with signal head placement, signal cabinet location and orientation, proposed detection, and proposed conduits and pull boxes. Include design calculations for each signal design.

3.3.E – Maintenance-of-Traffic

Maintenance-of-traffic plan (12 sheets) for intersection widening of the Sycamore Line, Harbour Parkway, and Remington. Detour plan for Cedar Point Drive, including detailed plans for maintaining access to businesses within the roundabout footprint. Develop Maintenance-of-Traffic notes sheets (3).

3.3.F – Lighting Plan

Detailed lighting plans for the intersection of Cleveland Road and Cedar Point Drive. Develop three lighting plan sheets, circuit layout, voltage drop calculations, and power service details.

3.3.G - Landscaping Plan

Develop landscaping plan within the center circle of the roundabout consisting of vegetated plants/trees. No other landscaping features (walls, planting beds, street trees, etc.) will be included with the design.

3.3.J – Utilities

Estimated two detail sheets will be needed for water line lowering for storm sewer conflicts, fire hydrant extensions, and water service for center circle. No sanitary sewer or other water line work is included in this project. Continue utility coordination for private utility relocations.

3.4.B – Preliminary Right-of-Way Plans

Right-of-way plans will be prepared for only those areas where anticipated permanent or temporary parcels are required, specifically at the intersections of Cleveland and Sycamore Line, Cleveland and Cedar Point, and Cleveland and Remington. The right-of-way plans are estimated to consist of one legend sheet, two centerline plat sheets, one property map sheet, two summary of additional RW sheets, and four RW detail sheets (four boundary sheets and four topo sheets).

There are an estimated seven permanent right-of-way parcels and 12 temporary easements for which we will prepare legal descriptions and closure calculations. A field walk will be performed to verify the features shown on the right-of-way plans.

3.4.C – Final Right of Way Plans

We will prepare the final right-of-way plan submittal, which will involve addressing any comments received from the city, county or ODOT on the preliminary plans. We will verify owner names and perform a final field review of the plans.

For the seven anticipated permanent right-of-way parcels, we will set iron pins with caps as needed at the appropriate parcel corners. This will be completed in one mobilization upon notice from the client that all acquisition services have been finalized.

3.9 – Project Management

Attend project meetings and general oversight for Stage 2 phase of the project. Assumed bi-monthly virtual meetings, and four months of detailed design.

Final Engineering Phase

Stage 3 Design / Final Tracings

4.2.A – Quantities and Notes

Develop Subsummary and General Summary Sheets for the project. Subsummary sheets include Removal (2) Roadway (3), Drainage (3), Underdrain (2), Traffic Control (4), MOT (2), Lighting (1), Landscaping (1), and General Summary (4). General Notes (4) and Maintenance-of-Traffic Notes sheets (4).

4.2.B – Traffic Signal Plans

Develop Stage 3 signal plan sheets in addition to plan sheets containing the traffic signal general notes, wiring diagrams, timing charts, phasing diagrams, and detection charts.

4.2.C- Signing Plan

Develop three overhead cantilever sign details for roundabout guidance signage for each approach. Elevation details will be included for each cantilever sign.

4.2.D – Miscellaneous

Develop Project site plan for the corridor. This does not include the Storm Water Pollution Protection Plan, which will be included as a line item in the general summary for the contractor to develop as part of the construction activities.

4.2.E – Lighting Plans

Continue the stage 3 lighting plan sheet development.

4.4. – Final Tracings

Package the plan set, design files, and calculations for submittal of the project per L&D Vol 3 / CADD Standards Manual requirements.

4.5 – Project Management

Attend project meetings and general oversight for Stage 3 phase of the project. Assumed bi-monthly virtual meetings and four months of detailed design.

If-Authorized Roadway Design

2.7.A – Roadway

Four plan and profiles sheets (550 feet per sheet) for the project Cleveland Road. Intersection detail at E. Shoreway Dr. 44 Cross sections along Cleveland Road for sidewalk and drainage improvements. Assumed 10 driveways that will be revised along the Cleveland Road corridor for sidewalk improvements

2.7.B – Drainage

Storm Sewer design and calculations for the Cleveland Road corridor between Harbour Parkway and E Shoreway Drive, excluding the Remington Intersection area. Calculations will be completed using ODOT CDSS

Right-of-Way Acquisition Services (4.1.A) {OR Colan}:

See Exhibit B for Right-of-Way Acquisition Scope of services.

Geotechnical Services (2.7.D, 3.3.K) and Subsurface Utility Engineering (2.7.C) {NEAS}:

See Exhibit B for scope of services within the Subconsultant fee proposal.

Schedule:

American Structurepoint is ready to begin work as soon as the notice to proceed is available from the City of Sandusky. Below is an estimated schedule for the work involved in Part II.

Milestone	Date
Stage 1 Plans - Submitted	5/2/2022
Preliminary R/W Plans - Submitted	5/2/2022
Stage 1 Plans - Complete	6/3/2022
Preliminary R/W Plans - Approved	6/3/2022
Environmental Document Approved	9/30/2022
Stage 2 Plans - Submitted	9/2/2022
Final R/W Plans Submitted	9/2/2022
Stage 2 Plans - Complete	9/30/2022
Final R/W Plans - Approved	9/30/2022
Local Let PS&E Package to District	11/1/2023
District R/W Certification	11/20/2023
Plan Package Received in C.O.	12/1/2023
Sale	2/15/2024
Award	3/15/2024
Estimated Begin Construction	4/1/2024
Estimated End Construction	10/31/2024

Fee Schedule:

As a supplement to the attached detailed fee proposal, please see the following summary of services identified for this project by work category and cost:

<u>Work Category</u>	<u>Cost</u>
Part 2 Preliminary Engineering Phase	\$279,511
Part 3 Environmental Engineering Phase	\$251,386
Part 4 Final Engineering Phase	\$202,350
Part 5 Construction Engineering Phase	\$6,248
Subtotal	\$739,495
 If-Authorized Tasks	 \$171,807
Project Total	\$911,302

Additional Services, Exclusions

The Scope of Work identified in this document is based on American Structurepoint's knowledge of the project requirements at the time of document preparation, and serves as the basis for the price proposal and agreed fee. However, changes in work may be required as the project develops and more complete information becomes available. Although American Structurepoint routinely incorporates minor design changes in our work, we will notify the City in writing of any significant changes in the work that may require modification of the agreement, and will maintain separate cost accounting for each specific issue. Any services that are not included under this work scope can be provided on an hourly basis in accordance with our included standard rate schedule. Specific services that are not included as part of this proposal include, but are not limited to the following:

Mr. Aaron Klein

Jan 25, 2022

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- Construction Inspection
- Bidding Services
- Retaining wall design and/or structural design services
- Private utility design services
- Additional traffic counts, capacity analysis, or scenarios beyond those mentioned above
- Additional analysis types such as crash history data of forecasted safety analysis
- ROW Acquisition Services (To be provided under separate scope and fee; OR Colan)

We look forward to working with the City of Sandusky and ODOT District 3 on this important project for the community. If you have any questions or require additional information, please contact me at your earliest convenience at 216.296.4620 or ekagel@structurepoint.com.

Sincerely,



Edward D. Kagel, PE
Regional Services Director



Walid Gemayel, PE
Sr. Vice President/Partner

Attachments

EXHIBIT "A"

ERI-6 PART 2 SURVEY LIMITS



ERI-6 PART II SURVEY LIMITS



ERI-6 PART II SURVEY LIMITS



ERI-6 PART II SURVEY LIMITS



ERI-6 PART II SURVEY LIMITS



SUMMARY OF STEPS

SUMMARY OF STEPS

C-R-S **ERI-6-9.07**
Consultant: American Structurepoint
Agreement No. 0
Modification No. 0
PID No. 114056
Proposal Date 1/25/2022

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Preliminary Engineering Phase								
\$40.52	1691	\$68,518	\$123,277	\$294	\$5,846	\$60,480	\$21,097	\$279,511
Environmental Engineering Phase								
\$38.10	1981	\$75,471	\$135,787	\$3,268	\$370	\$13,253	\$23,238	\$251,386
Final Engineering Phase								
\$40.18	954	\$38,334	\$68,971	\$165	\$0	\$0	\$11,803	\$202,350
Construction Engineering Phase								
\$50.20	40	\$2,008	\$3,613	\$9	\$0	\$0	\$618	\$6,248
TOTAL AUTHORIZED TASKS								
\$39.50	4666	\$184,330	\$331,647	\$3,735	\$6,215	\$73,733	\$56,757	\$739,495
IF-AUTHORIZED TASKS:								
\$39.03	432	\$16,862	\$30,337	\$11,482	\$280	\$107,654	\$5,192	\$171,807
TOTAL IF-AUTHORIZED TASKS								
\$39.03	432	\$16,862	\$30,337	\$11,482	\$280	\$107,654	\$5,192	\$171,807
GRAND TOTAL								\$911,302

EXHIBIT "A"

C-R-S		PROPOSAL COST SUMMARY										Version: Feb 2017
Consultant:	American Structurepoint											
Agreement No.	0											
Modification No.	0											
PID No.	114056											
Proposal Date	1/25/2022											
		No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost	
Task Description												
AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.2 - Perform Environmental Field Studies												
2.2.A - Property Owner Notification			\$52.50	2	\$105	\$189	\$0	\$0		\$32	\$327	
2.2.E - Social and Economic Resources			\$34.17	6	\$205	\$369	\$0	\$0		\$63	\$637	
TOTAL 2.2 - Perform Environmental Field Studies			\$38.75	2	\$310	\$558	\$0	\$0	\$0	\$95	\$964	
2.3 - AER Design												
2.3.A - Field Survey and Aerial Mapping												
2.3.A.A - Project Control, Benchmarks, and Reference Points			\$45.57	42	\$1,914	\$3,444	\$8	\$0		\$589	\$5,955	
2.3.A.B - Monumentation recovery			\$51.60	10	\$516	\$928	\$2	\$0		\$159	\$1,605	
2.3.A.C - Base Mapping (incl. field verify.)			\$55.33	33	\$1,826	\$3,285	\$8	\$4,346		\$562	\$10,027	
2.3.A.D - Drainage Survey (stream cross sections)			\$54.43	14	\$762	\$1,371	\$3	\$0		\$235	\$2,371	
2.3.A.F - Establish property lines, tax id, & ownerships on base map			\$36.18	68	\$2,460	\$4,426	\$11	\$0		\$757	\$7,654	
2.3.A.G - Property Owner Notification			\$37.50	4	\$150	\$270	\$1	\$0		\$46	\$467	
2.3.G - Utilities												
2.3.G.A - Utility Coordination and Documentation			\$30.00	1	\$30	\$54	\$0	\$0		\$9	\$93	
TOTAL 2.3 - AER Design			\$44.52	172	\$7,658	\$13,778	\$33	\$4,346	\$0	\$2,358	\$28,173	
2.6 - Public Involvement/Coordination												
2.6.A - Public Involvement / Coordination			\$38.10	126	\$4,800	\$8,636	\$21	\$0		\$1,478	\$14,935	
2.6.B - Visualization / Graphics			\$42.26	175	\$7,395	\$13,305	\$32	\$1,500		\$2,277	\$24,509	
TOTAL 2.6 - Public Involvement/Coordination			\$40.51	301	\$12,195	\$21,941	\$52	\$1,500	\$0	\$3,755	\$39,444	
2.7 - Stage 1 Design												
2.7.A - Roadway												
2.7.A.A - Title Sheet			\$39.92	12	\$479	\$862	\$2	\$0		\$147	\$1,490	
2.7.A.B - General Notes			\$39.25	24	\$942	\$1,695	\$4	\$0		\$290	\$2,931	
2.7.A.C - Schematic Plan			\$40.25	52	\$2,093	\$3,766	\$9	\$0		\$644	\$6,512	
2.7.A.D - Typical Sections			\$39.18	50	\$1,959	\$3,525	\$8	\$0		\$603	\$6,095	
2.7.A.E - Cross Sections			\$37.89	199	\$7,540	\$13,566	\$32	\$0		\$2,322	\$23,460	
2.7.A.F - Plan and Profile - Mainline			\$36.38	159	\$5,785	\$10,407	\$23	\$0		\$1,781	\$17,996	
2.7.A.J - Intersection Details			\$37.33	81	\$3,024	\$5,440	\$13	\$0		\$931	\$9,407	
2.7.A.L - Driveway Details			\$36.27	69	\$2,503	\$4,502	\$11	\$0		\$771	\$7,786	
2.7.A.N - Traffic Control			\$38.89	88	\$3,422	\$6,157	\$15	\$0		\$1,054	\$10,647	
2.7.B - Drainage												
2.7.B.A - Storm Sewer Profiles			\$37.22	83	\$3,089	\$5,558	\$13	\$0		\$951	\$9,611	
2.7.B.D - Drainage Calculations			\$37.20	41	\$1,525	\$2,744	\$7	\$0		\$470	\$4,745	
2.7.B.E - BMP Design			\$37.21	62	\$2,307	\$4,151	\$10	\$0		\$710	\$7,178	
2.7.C - Utilities												
2.7.C.A - Utility Coordination and Documentation			\$38.58	12	\$463	\$833	\$2	\$0		\$143	\$1,441	
2.7.C.C - Subsurface Utility Engineering (SUE)			\$35.00	16	\$560	\$1,008	\$2	\$0	\$40,480	\$172	\$42,222	
2.7.D - Geotechnical Services												
2.7.D.A - Geotechnical Services and Report			\$33.67	12	\$404	\$727	\$2	\$0	\$20,000	\$124	\$21,257	
2.7.G - Miscellaneous												
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements			\$52.50	2	\$105	\$189	\$0	\$0		\$32	\$327	
2.7.H - Prepare C2 Cost Estimates and Update Milestones												
2.7.H.A - Roadway/Interchange Costs			\$36.70	30	\$1,101	\$1,981	\$5	\$0		\$339	\$3,426	
2.7.I - Lighting Plans			\$39.30	20	\$786	\$1,414	\$3	\$0		\$242	\$2,446	
2.7.J - Maintenance of Traffic												
2.7.J.A - Detour Plan			\$37.69	16	\$603	\$1,085	\$3	\$0		\$186	\$1,876	
2.7.J.C - Conceptual MOT Revision			\$41.70	20	\$834	\$1,501	\$4	\$0		\$257	\$2,595	
2.7.K - Signal Plans			\$39.64	88	\$3,488	\$6,276	\$15	\$0		\$1,074	\$10,853	
TOTAL - 2.7 - Stage 1 Design			\$37.86	1136	\$43,011	\$77,384	\$185	\$0	\$60,480	\$13,243	\$194,303	
2.8 - Project Management for Preliminary Engineering Phase												
2.8.A - Meetings			\$63.20	20	\$1,264	\$2,274	\$5	\$0		\$389	\$3,933	
2.8.B - General Oversight			\$68.00	60	\$4,080	\$7,341	\$18	\$0		\$1,256	\$12,695	
TOTAL 2.8 - Project Management for Preliminary Engineering Phase			#DIV/0!	80	\$5,344	\$9,615	\$23	\$0	\$0	\$1,645	\$16,627	
Total - 2 Preliminary Engineering Phase			\$40.52	1,691	\$68,518	\$123,277	\$294	\$5,846	\$60,480	\$21,097	\$279,511	
3 - Environmental Engineering Phase												
3.1 - Environmental Field Studies and Refined Impacts												
3.1.F - Secondary and Cumulative Review			\$34.17	6	\$205	\$369	\$369	\$0		\$63	\$1,006	
3.1.M- Waterway Permit			\$34.17	42	\$1,435	\$2,582	\$2,582	\$0		\$442	\$7,041	
TOTAL 3.1 - Environmental Field Studies and Refined Impacts				48	\$1,640	\$2,951	\$2,951	\$0	\$0	\$505	\$8,046	
3.3 - Stage2												
3.3.A - Roadway												
3.3.A.A - Title Sheet			\$36.33	6	\$218	\$392	\$1	\$0		\$67	\$678	
3.3.A.B - Schematic			\$36.33	12	\$436	\$784	\$2	\$0		\$134	\$1,357	
3.3.A.C - General Notes			\$35.00	8	\$280	\$504	\$1	\$0		\$86	\$871	
3.3.A.D - Typical Sections			\$35.00	20	\$700	\$1,259	\$3	\$0		\$216	\$2,178	
3.3.A.E- Plan and Profile - Mainline			\$36.94	54	\$1,995	\$3,589	\$9	\$0		\$614	\$6,207	

C-R-S	PROPOSAL COST SUMMARY										Version: Feb 2017
Consultant:	American Structurepoint										
Agreement No.	0										
Modification No.	0										
PID No.	114056										
Proposal Date	1/25/2022										
		No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description				Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
	TOTAL IF-AUTHORIZED PARTS		\$39.03	432	\$16,862	\$30,337	\$11,482	\$280	\$107,654	\$5,192	\$171,807
	GRAND TOTAL		\$39.46	5,098	\$201,192	\$361,984	\$15,218	\$6,495	\$181,387	\$61,949	\$911,302

EXHIBIT "A"

C-R-S	ERI-6-9.07	PROPOSAL LABOR SUMMARY											Version: Feb 2017
Consultant:	American Structurepoint												
Agreement No.													
Modification No.													
PID No.	114056												
Proposal Date	1/25/2022												
		No. of Units	Principal	Project Manager	Senior Engineer	Land Surveyor	Project Engineer	Senior Environment al specialist	Environment al Specialist	2-man Survey Crew	Staff Engineer	Technician	Total
Task Description			\$75.00	\$68.00	\$52.50	\$45.00	\$39.00	\$52.50	\$25.00	\$56.00	\$31.00	\$30.00	Hours Cost
AUTHORIZED TASKS:													
2 - Preliminary Engineering Phase													
2.2 - Perform Environmental Field Studies													
2.2.A - Property Owner Notification				2									2 \$105
2.2.E - Social and Economic Resources								2	4				6 \$205
TOTAL 2.2 - Perform Environmental Field Studies		0	0	2	0	0	0	2	4	0	0	0	8 \$310
2.3 - AER Design													
2.3.A - Field Survey and Aerial Mapping													
2.3.A.A - Project Control, Benchmarks, and Reference Points					2					24		16	42 \$1,914
2.3.A.B - Monumentation recovery					4					6			10 \$516
2.3.A.C - Base Mapping (incl. field verify.)					2					31			33 \$1,826
2.3.A.D - Drainage Survey (stream cross sections)					2					12			14 \$762
2.3.A.F - Establish property lines, tax id, & ownerships on base map					28							40	68 \$2,460
2.3.A.G - Property Owner Notification					2							2	4 \$150
2.3.G - Utilities													
2.3.G.A - Utility Coordination and Documentation												1	1 \$30
TOTAL 2.3 - AER Design		0	0	0	40	0	0	0	0	73	0	59	172 \$7,658
2.6 - Public Involvement/Coordination													
2.6.A - Public Involvement / Coordination								60	66				126 \$4,800
2.6.B - Visualization / Graphics			15	70								90	175 \$7,395
TOTAL 2.6 - Public Involvement/Coordination		0	15	70	0	0	0	60	66	0	0	90	301 \$12,195
2.7 - Stage 1 Design													
2.7.A - Roadway													
2.7.A.A - Title Sheet	1			2			8				2		12 \$479
2.7.A.B - General Notes	4			4			14				6		24 \$942
2.7.A.C - Schematic Plan	2		2	10			24				16		52 \$2,093
2.7.A.D - Typical Sections	5		1	8			25				16		50 \$1,959
2.7.A.E - Cross Sections	86		7	16			96				80		199 \$7,540
2.7.A.F - Plan and Profile - Mainline	13		4	5			75				75		169 \$5,785
2.7.A.J - Intersection Details	8		2	7			36				36		81 \$3,024
2.7.A.L - Driveway Details	16			5			32				32		89 \$2,503
2.7.A.N - Traffic Control	8		4	12			36				36		88 \$3,422
2.7.B - Drainage													
2.7.B.A - Storm Sewer Profiles	63			8			43				32		83 \$3,089
2.7.B.D - Drainage Calculations	63			4			21				16		41 \$1,525
2.7.B.E - BMP Design	63			6			32				24		62 \$2,307
2.7.C - Utilities													
2.7.C.A - Utility Coordination and Documentation	1			2			6			4			12 \$463
2.7.C.C - Subsurface Utility Engineering (SUE)	1						8				8		16 \$560
2.7.D - Geotechnical Services													
2.7.D.A - Geotechnical Services and Report	1						4				8		12 \$404
2.7.G - Miscellaneous													
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements	1			2									2 \$105
2.7.H - Prepare C2 Cost Estimates and Update Milestones													
2.7.H.A - Roadway/Interchange Costs	1			2			16				12		30 \$1,101
2.7.I - Lighting Plans	1			4			10				6		20 \$786
2.7.J - Maintenance of Traffic													
2.7.J.A - Detour Plan	1			2			8				6		16 \$603
2.7.J.C - Conceptual MOT Revision	1			4			16						20 \$834
2.7.K - Signal Plans	6		4	24			12				48		88 \$3,488
TOTAL - 2.7 - Stage 1 Design		0	24	127	0	0	522	0	0	0	463	0	1136 \$43,011
2.8 - Project Management for Preliminary Engineering Phase													
2.8.A - Meetings		4		8									20 \$1,264
2.8.B - General Oversight				60									60 \$4,080
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		4	68	8	0	0	0	0	0	0	0	0	80 \$5,344
Total - 2 Preliminary Engineering Phase		4	107	207	40	0	522	62	70	73	463	149	1697 \$68,518
3 - Environmental Engineering Phase													
3.1 - Environmental Field Studies and Refined Impacts													
3.1.F - Secondary and Cumulative Review								2	4				6 \$205
3.1.M - Waterway Permit								14	28				42 \$1,435
TOTAL 3.1 - Environmental Field Studies and Refined Impacts		0	0	0	0	0	0	16	32	0	0	0	48 \$1,640
3.3 - Stage2													
3.3.A - Roadway													
3.3.A.A - Title Sheet	1						4				2		6 \$218
3.3.A.B - Schematic	2						8				4		12 \$436
3.3.A.C - General Notes	4						4				4		8 \$280
3.3.A.D - Typical Sections	5						10				10		20 \$700
3.3.A.E - Plan and Profile - Mainline	13			6			24				24		54 \$1,995
3.3.A.H - Cross Sections	130			10			48				24		82 \$3,141
3.3.A.I - Intersection Details	9			2			16				16		34 \$1,225
3.3.B - Drainage													
3.3.B.A - Storm Sewer Profiles	63			4			16				16		36 \$1,330
3.3.B.D - Underdrain details	63			8			32				24		64 \$2,412
3.3.B.E - BMP Details	63						8				10		18 \$622
3.3.B.F - Temporary Drainage (MOT)													
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary Drainage to Plans							12				12		24 \$840
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage Calculations							16						32 \$1,120
3.3.C - Traffic Control													
3.3.C.A - Pavement Marking Plan	6			6			20				22		48 \$1,777
3.3.C.B - Signing Plan	6			8			32				40		80 \$2,908
3.3.D - Signals & ITS													
3.3.D.A - Signal Plan Sheets	3		4	28			12				64		108 \$4,194
3.3.E - Maintenance of Traffic													
3.3.E.A - MOT General Notes	3			4			12				8		24 \$926
3.3.E.E - MOT Typical Sections	4						8				8		16 \$560
3.3.E.F - MOT Plan Sheets	12		10	30			160				160		360 \$13,455
3.3.F - Lighting Plan													
3.3.F.A - Lighting Analysis	1		2	8			20				10		40 \$1,646
3.3.F.B - Power/Circuit Layout & Details	2			16			24				24		64 \$2,520

C-R-S		ERI-6-9.07		PROPOSAL LABOR SUMMARY										Version: Feb 2017	
Consultant:	American Structurepoint														
Agreement No.															
Modification No.															
PID No.	114056														
Proposal Date	1/25/2022														
		No. of Units	Principal	Project Manager	Senior Engineer	Land Surveyor	Project Engineer	Senior Environment al specialist	Environment al Specialist	2-man Survey Crew	Staff Engineer	Technician	Total		
Task Description													Hours	Cost	
3.3.F.C - Lighting Plan and Details		2	\$75.00	\$68.00	\$52.50	\$45.00	\$39.00	\$52.50	\$25.00	\$56.00	\$31.00	\$30.00			
3.3.F.D - Voltage Drop Calculations		1			20		32				24		76	\$3,042	
3.3.F.E - Power Service		1			5		10						15	\$653	
3.3.G - Landscape Plan					2		8				4		14	\$541	
3.3.G.A - Landscape Plan and Details		1			2		12				16		30	\$1,069	
3.3.G.B - General Notes		1					4				8		12	\$404	
3.3.J - Utilities															
3.3.J.A - Utility Coordination and Documentation		1					4						4	\$156	
3.3.J.C - Water Works Details & Notes		4			4		16				12		32	\$1,206	
3.3.K - Geotechnical Services															
3.3.K.A - Finalize Geotechnical Investigation and Report					2		4						6	\$261	
TOTAL 3.3 - Stage2			0	16	165	0	576	0	0	0	562	0	1319	\$49,637	
3.4 - Right of Way Plans															
3.4.B - Preliminary Right of Way Plans															
3.4.B.A - Legend Sheet						2						8	10	\$330	
3.4.B.B - Centerline Survey Plat						8						24	32	\$1,080	
3.4.B.C - Property Map						6						20	26	\$870	
3.4.B.D - Summary of Additional Right of Way						4						20	24	\$780	
3.4.B.E - Detailed ROW Plan Sheets						24						104	128	\$4,200	
3.4.B.G - Legal Descriptions and Closure Calculations						9						48	57	\$1,845	
3.4.B.I - Field Review													0	\$0	
3.4.C - Final Right of Way Plans															
3.4.C.A Final Right of Way Plans						8						27	35	\$1,170	
3.4.C.B- Field Review & Verify Property Owners												12	12	\$360	
3.4.C.C - Record Centerline Plat and all appropriate documents													0	\$0	
3.4.C.D - Set R/W Pins after acquisition						4				24		4	32	\$1,644	
TOTAL 3.4 - Right of Way Plans			0	0	0	65	0	0	0	24	0	267	356	\$12,279	
3.5 - Prepare Environmental Document															
3.5.A - Prepare Environmental Document								60	80				140	\$5,150	
TOTAL 3.5 - Prepare Environmental Document			0	0	0	0	0	60	80	0	0	0	140	\$5,150	
3.6 - Environmental Commitments and Plan Notes															
3.6.A - Environmental Commitment Plan Notes								4	6				10	\$360	
TOTAL 3.6 - Environmental Commitments and Plan Notes			0	0	0	0	0	4	6	0	0	0	10	\$360	
3.8 - Prepare Cost Estimates and Revise Milestone															
3.8.A - Roadway/Interchange Costs					6		12				12		30	\$1,155	
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone			0	0	6	0	12	0	0	0	12	0	30	\$1,155	
3.9 - Project Management for Environmental Engineering Phase															
3.9.A - Meetings		2		8	8								18	\$1,114	
3.9.B - General Oversight		8		52									60	\$4,136	
TOTAL 3.9 - Project Management for Environmental Engineering Phase		10		60	8	0	0	0	0	0	0	0	78	\$5,250	
Total - 3 Environmental Engineering Phase		10		76	179	65	588	80	118	24	574	267	\$1,981	\$75,471	

C-R-S	ERI-6-9.07	PROPOSAL LABOR SUMMARY										Version: Feb 2017	
Consultant:	American Structurepoint												
Agreement No.													
Modification No.													
PID No.	114056												
Proposal Date	1/25/2022												
	No. of Units	Principal	Project Manager	Senior Engineer	Land Surveyor	Project Engineer	Senior Environmental Specialist	Environmental Specialist	2-man Survey Crew	Staff Engineer	Technician	Total	
Task Description		\$75.00	\$68.00	\$52.50	\$45.00	\$39.00	\$52.50	\$25.00	\$56.00	\$31.00	\$30.00	Hours	Cost
4 - Final Engineering and R/W Phase													
4.1 - Right of Way Acquisition				8		8						16	\$732
4.1.A - Right of Way Acquisition													
TOTAL 4.1 - Right of Way Acquisition		0	0	8	0	8	0	0	0	0	0	16	\$732
4.2 - Stage 3 Detailed Design Plans													
4.2.A - Quantities and Notes													
4.2.A.A - Pavement Subsummary	2			4		16				16		36	\$1,330
4.2.A.B - Drainage Subsummary	3			2		12				10		24	\$883
4.2.A.C - Roadway Subsummary	3			8		32				32		72	\$2,660
4.2.A.D - Removal Subsummary	2			4		24				24		52	\$1,890
4.2.A.E - Maintenance of Traffic Subsummary	2			2		12				10		24	\$883
4.2.A.F - Pavement Marking Subsummary	2			4		24				24		52	\$1,890
4.2.A.G - Signing Subsummary	2			4		16				22		42	\$1,516
4.2.A.H - Signal Subsummary	2			4		16				22		42	\$1,516
4.2.A.K - Lighting Subsummary	1			1		10				10		21	\$753
4.2.A.L - Landscape Subsummary	1			1		4				4		9	\$333
4.2.A.M - General Summary Sheet	4			12		36				36		84	\$3,150
4.2.A.P - General Notes	4			2		12				10		24	\$883
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)	1			2		4				4		10	\$386
4.2.A.R - Lighting Notes	2			4		20				32		56	\$1,982
4.2.B - Traffic Signal Plans & ITS Plans													
4.2.B.A - Wiring diagram & pole orientation	3		2	16		8				12		38	\$1,660
4.2.B.B - Timing Chart	2			2		4				20		26	\$881
4.2.C - Signing Plans													
4.2.C.A - Signing Plans	3					8				8		16	\$560
4.2.C.B - Elevation View of Major Signs	3					8				12		20	\$684
4.2.D - Miscellaneous													
4.2.D.C - Project Site Plan	1			4		12				12		28	\$1,050
4.2.D.G - Title Sheet	1					6				6		12	\$420
4.2.E - Lighting Plans													
4.2.E.A - Lighting Details	3			12		24				24		60	\$2,310
TOTAL 4.2 - Stage 3 Detailed Design Plans		0	2	88	0	308	0	0	0	350	0	748	\$27,618
4.3 - Prepare Cost Estimates and Revise Milestone													
4.3.A - Roadway/Interchange Costs						12				16		28	\$964
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone		0	0	0	0	12	0	0	0	16	0	28	\$964
4.4 - Final Plan Package													
4.4.A - Submission of Final Tracings and Documentation	300			12		32				32		76	\$3,056
4.4 - Final Plan Package		0		12	0	32	0	0	0	32	0	76	\$3,056
4.5 - Project Management for Final Engineering and Right of Way													
4.5.A - Meetings	4	2	8	8								18	\$1,114
4.5.B - General Oversight		8	52									60	\$4,136
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		10	60	8	0	0	0	0	0	0	0	78	\$5,250
4.6 - Pre-Bid Activities													
4.6.A - Pre-Bid Questions			12	12								24	\$1,446
TOTAL 4.6 - Pre-Bid Activities		0	12	12	0	0	0	0	0	0	0	24	\$1,446
TOTAL - Final Engineering Phase		10	86	116	0	360	0	0	0	398	0	970	\$39,066
5 - Construction Phase													
5.1 - On-going Services during Construction													
5.1.A - On-going Services During Construction			8	16		16						40	\$2,008
TOTAL 5.1 - On-going Services during Construction		0	8	16	0	16	0	0	0	0	0	40	\$2,008
TOTAL - Construction Phase		0	8	16	0	16	0	0	0	0	0	40	\$2,008
TOTAL AUTHORIZED PARTS		24	277	518	105	1486	142	188	97	1435	416	4,688	\$185,062
IF-AUTHORIZED TASKS:													
2.2.I - Phase I Cultural Resource History/Architecture Survey				8			2					2	\$105
2.7.A.E - Cross Sections	44		3			45				45		101	\$3,774
2.7.A.F - Plan and Profile - Mainline	4		2	5		33				33		73	\$2,709
2.7.A.J - Intersection Details	1			1		4				4		9	\$333
2.7.A.L - Driveway Details	10			3		16				16		35	\$1,278
2.7.B.A - Storm Sewer Profiles	22			4		21				16		41	\$1,525
2.7.B.D - Drainage Calculations	22			2		11				8		21	\$782
2.7.C - SUE Level A - 0'-7' Depth						8						8	\$312
3.1.D - Phase I Environmental Site Assessment							24	12				36	\$1,560
3.1.P - Air Quality Analyses							2					2	\$105
3.1.Q - Mussel Survey							4					4	\$210
3.3 - Contingency Design				20		80						100	\$4,170
4.1.A - Right of Way Acquisition												0	\$0
TOTAL IF-AUTHORIZED PARTS		0	5	43	0	218	32	12	0	122	0	432	\$16,862
GRAND TOTAL		24	282	561	105	1704	174	200	97	1557	416	5120	\$201,924

C-R-S	ERI-6-9.07	DIRECT COSTS								Version: Feb 2017
Consultant:	American Structurepoint									
Agreement No.	0									
Modification No.	0									
PID No.	114056									
Proposal Date	1/25/2022									
		Mileage	Lodging	Per Diem	Drone Imagery				Direct Cost 9	Total
Task Description	Unit Cost:	\$0.56	\$119.00	\$40.00	\$1,500.00					
AUTHORIZED TASKS:										
2 - Preliminary Engineering Phase										
2.2 - Perform Environmental Field Studies										
2.2.A - Property Owner Notification										
2.2.E - Social and Economic Resources										
TOTAL 2.2 - Perform Environmental Field Studies		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3 - AER Design										
2.3.A - Field Survey and Aerial Mapping										
2.3.A.A - Project Control, Benchmarks, and Reference Points										
2.3.A.B - Monumentation recovery										
2.3.A.C - Base Mapping (incl. field verify.)		660	24	28						\$4,346
2.3.A.D - Drainage Survey (stream cross sections)										\$0
2.3.A.F - Establish property lines, tax id, & ownerships on base map										\$0
2.3.A.G - Property Owner Notification										\$0
2.3.G - Utilities										
2.3.G.A - Utility Coordination and Documentation										\$0
TOTAL 2.3 - AER Design		\$370	\$13	\$16	\$0	\$0	\$0	\$0	\$0	\$4,346
2.6 - Public Involvement/Coordination										
2.6.A - Public Involvement / Coordination										
2.6.B - Visualization / Graphics					1					\$1,500
TOTAL 2.6 - Public Involvement/Coordination		\$0	\$0	\$0	\$119	\$0	\$0	\$0	\$0	\$1,500
2.7 - Stage 1 Design										
2.7.A - Roadway										
2.7.A.A - Title Sheet										
2.7.A.B - General Notes										
2.7.A.C - Schematic Plan										
2.7.A.D - Typical Sections										
2.7.A.E - Cross Sections										
2.7.A.F - Plan and Profile - Mainline										
2.7.A.J - Intersection Details										
2.7.A.L - Driveway Details										
2.7.A.N - Traffic Control										
2.7.B - Drainage										
2.7.B.A - Storm Sewer Profiles										
2.7.B.D - Drainage Calculations										
2.7.B.E - BMP Design										
2.7.C - Utilities										
2.7.C.A - Utility Coordination and Documentation										
2.7.C.C - Subsurface Utility Engineering (SUE)										
2.7.D - Geotechnical Services										
2.7.D.A - Geotechnical Services and Report										
2.7.G - Miscellaneous										
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements										
2.7.H - Prepare C2 Cost Estimates and Update Milestones										
2.7.H.A - Roadway/Interchange Costs										
2.7.I - Lighting Plans										
2.7.J - Maintenance of Traffic										
2.7.J.A - Detour Plan										
2.7.J.C - Conceptual MOT Revision										
2.7.K - Signal Plans										
TOTAL - 2.7 - Stage 1 Design										
2.8 - Project Management for Preliminary Engineering Phase										
2.8.A - Meetings										
2.8.B - General Oversight										
TOTAL 2.8 - Project Management for Preliminary Engineering Phase										
Total - 2 Preliminary Engineering Phase										
3 - Environmental Engineering Phase										
3.1 - Environmental Field Studies and Refined Impacts										
3.1.F - Secondary and Cumulative Review										
3.1.M- Waterway Permit										
TOTAL 3.1 - Environmental Field Studies and Refined Impacts										
3.3 - Stage2										
3.3.A - Roadway										

C-R-S	ERI-6-9.07	DIRECT COSTS								Version: Feb 2017
Consultant:	American Structurepoint									
Agreement No.	0									
Modification No.	0									
PID No.	114056									
Proposal Date	1/25/2022									
		Mileage	Lodging	Per Diem	Drone Imagery				Direct Cost 9	Total
Task Description	Unit Cost:	\$0.56	\$119.00	\$40.00	\$1,500.00					
3.3.A.A - Title Sheet										
3.3.A.B - Schematic										
3.3.A.C - General Notes										
3.3.A.D - Typical Sections										
3.3.A.E- Plan and Profile - Mainline										
3.3.A.H - Cross Sections										
3.3.A.I - Intersection Details										
3.3.B - Drainage										
3.3.B.A - Storm Sewer Profiles										
3.3.B.D - Underdrain details										
3.3.B.E - BMP Details										
3.3.B.F - Temporary Drainage (MOT)										
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary Drainage to Plans										
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage Calculations										
3.3.C - Traffic Control										
3.3.C.A - Pavement Marking Plan										
3.3.C.B - Signing Plan										
3.3.D - Signals & ITS										
3.3.D.A - Signal Plan Sheets										
3.3.E - Maintenance of Traffic										
3.3.E.A - MOT General Notes										
3.3.E.E - MOT Typical Sections										
3.3.E.F - MOT Plan Sheets										
3.3.F - Lighting Plan										
3.3.F.A - Lighting Analysis										
3.3.F.B - Power/Circuit Layout & Details										
3.3.F.C - Lighting Plan and Details										
3.3.F.D - Voltage Drop Calculations										
3.3.F.E - Power Service										
3.3.G - Landscape Plan										
3.3.G.A - Landscape Plan and Details										
3.3.G.B - General Notes										
3.3.J - Utilities										
3.3.J.A - Utility Coordination and Documentation										
3.3.J.C - Water Works Details & Notes										
3.3.K - Geotechnical Services										
3.3.K.A - Finalize Geotechnical Investigation and Report										
TOTAL 3.3 - Stage2										
3.4 - Right of Way Plans										
3.4.B - Preliminary Right of Way Plans										
3.4.B.A - Legend Sheet										
3.4.B.B - Centerline Survey Plat										
3.4.B.C - Property Map										
3.4.B.D - Summary of Additional Right of Way										
3.4.B.E - Detailed ROW Plan Sheets										
3.4.B.G - Legal Descriptions and Closure Calculations										
3.4.B.I - Field Review		220								\$123
3.4.C - Final Right of Way Plans										
3.4.C.A Final Right of Way Plans										
3.4.C.B- Field Review & Verify Property Owners										
3.4.C.C - Record Centerline Plat and all appropriate documents		220								\$123
3.4.C.D - Set R/W Pins after acquisition		220								\$123
TOTAL 3.4 - Right of Way Plans		660	0	0	0	0	0	0	0	\$370
3.5 - Prepare Environmental Document										
3.5.A - Prepare Environmental Document										
TOTAL 3.5 - Prepare Environmental Document										
3.6 - Environmental Commitments and Plan Notes										
3.6.A - Environmental Commitment Plan Notes										
TOTAL 3.6 - Environmental Commitments and Plan Notes										
3.8 - Prepare Cost Estimates and Revise Milestone										
3.8.A - Roadway/Interchange Costs										
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone										
3.9 - Project Management for Environmental Engineering Phase										
3.9.A - Meetings										
3.9.B - General Oversight										
TOTAL 3.9 - Project Management for Environmental Engineering Phase										
Total - 3 Environmental Engineering Phase										

C-R-S		DIRECT COSTS								Version: Feb 2017	
Consultant:	American Structurepoint	Mileage	Lodging	Per Diem	Drone Imagery					Direct Cost 9	Total
Agreement No.	0										
Modification No.	0										
PID No.	114056										
Proposal Date	1/25/2022										
Task Description	Unit Cost:	\$0.56	\$119.00	\$40.00	\$1,500.00						
4 - Final Engineering and R/W Phase											
4.1 - Right of Way Acquisition											
4.1.A - Right of Way Acquisition											
TOTAL 4.1 - Right of Way Acquisition											
4.2 - Stage 3 Detailed Design Plans											
4.2.A - Quantities and Notes											
4.2.A.A - Pavement Subsummary											
4.2.A.B - Drainage Subsummary											
4.2.A.C - Roadway Subsummary											
4.2.A.D - Removal Subsummary											
4.2.A.E - Maintenance of Traffic Subsummary											
4.2.A.F - Pavement Marking Subsummary											
4.2.A.G - Signing Subsummary											
4.2.A.H - Signal Subsummary											
4.2.A.K - Lighting Subsummary											
4.2.A.L - Landscape Subsummary											
4.2.A.M - General Summary Sheet											
4.2.A.P - General Notes											
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)											
4.2.A.R - Lighting Notes											
4.2.B - Traffic Signal Plans & ITS Plans											
4.2.B.A - Wiring diagram & pole orientation											
4.2.B.B - Timing Chart											
4.2.C - Signing Plans											
4.2.C.A - Signing Plans											
4.2.C.B - Elevation View of Major Signs											
4.2.D - Miscellaneous											
4.2.D.C - Project Site Plan											
4.2.D.G - Title Sheet											
4.2.E - Lighting Plans											
4.2.E.A - Lighting Details											
TOTAL 4.2 - Stage 3 Detailed Design Plans											
4.3 - Prepare Cost Estimates and Revise Milestone											
4.3.A - Roadway/Interchange Costs											
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone											
4.4 - Final Plan Package											
4.4.A - Submission of Final Tracings and Documentation											
4.4 - Final Plan Package											
4.5 - Project Management for Final Engineering and Right of Way											
4.5.A - Meetings											
4.5.B - General Oversight											
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase											
4.6 - Pre-Bid Activities											
4.6.A - Pre-Bid Questions											
TOTAL 4.6 - Pre-Bid Activities											
TOTAL - Final Engineering Phase											
5 - Construction Phase											
5.1 - On-going Services during Construction											
5.1.A - On-going Services During Construction											
TOTAL 5.1 - On-going Services during Construction											
TOTAL - Construction Phase											
		\$370	\$13	\$16	\$119	\$0	\$0	\$0	\$0	\$0	\$6,215
IF-AUTHORIZED TASKS:											
2.2.I - Phase I Cultural Resource History/Architecture Survey											
2.7.A.E - Cross Sections											
2.7.A.F - Plan and Profile - Mainline											
2.7.A.J - Intersection Details											
2.7.A.L - Driveway Details											
2.7.B.A - Storm Sewer Profiles											
2.7.B.D - Drainage Calculations											
2.7.C - SUE Level A - 0'-7' Depth											
3.1.D - Phase I Environmental Site Assessment											
		500									\$280.00

[illegible]

EXHIBIT "A"



Lawhon & Associates, Inc.

ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus
Cleveland
Dayton
Cincinnati

April 7, 2021

Richard M. Paul, P.W.S.
American Structurepoint, Inc.
2550 Corporate Exchange Drive, Suite 300
Columbus, OH 43231

RE: ERI-US6-9.07 PID 114056
City of Sandusky

Dear Rick:

Lawhon & Associates is pleased to support American Structurepoint on the ERI-US6-9.07 project for the City of Sandusky. Our understanding is that the project involved a roundabout at Cedar Point Drive, turn lanes at Sycamore Line, and associated work. As part of the environmental studies for the project, there is a possibility that air quality analyses, cultural resources investigations, and mussel survey/relocation may be required. We proposed to complete the following tasks if needed; each task is assumed to be completed only "if authorized."

Qualitative MSAT Analysis – If air quality analysis is required by ODOT, the applicable task is anticipated to be a qualitative MSAT analysis. This level of analysis is a desktop effort based upon the preliminary design and the project's design traffic data. The report will be provided electronically for review and approval.

Phase I History/Architecture -- This task involves preparation of a Phase I History/Architecture Survey for the footprint of the study area. If it is required, the scope of effort will be determined by ODOT as part of the review of the Section 106 Scoping Request Form. The fee estimate provided is based upon the current study area, which consists of the preferred alternative. The Phase I History/Architecture survey will involve photographic documentation of all resources 50 years or greater in age along the proposed project and extensive research to determine if any identified historic resources are potentially eligible for inclusion to the National Register of Historic Places (NRHP) and whether or not the current undertaking adversely impacts said resources. Ohio Historic Inventory (OHI) forms will only be prepared for individual resources determined to be significant and likely eligible for the NRHP and other historic resources that will be adversely impacted by the current undertaking.

Mussel Survey/Relocation – It is our understanding that the project has the potential to involve impacts to Castaway Bay. This resource is classified as Group 3 in the Ohio Mussel Survey Protocol. No federally listed mussel species are anticipated. Most commonly, ODOT will assume the presence of state-listed mussels and will specify a combined mussel survey/relocation to occur prior to construction. However, there is also the possibility that there will be geotechnical analyses within the Bay that would require a mussel survey/relocation prior to impacts.

Due to this uncertainty, American Structurepoint has requested that we provide estimates for four scenarios, as follows:

1. Mussel survey/relocation combined – This is a single effort to complete the survey and relocate identified species.
2. Survey only (no relocation) – This is a mussel survey without relocating any species.
3. Relocation only – This is a second mobilization to resurvey and perform the relocation if species are found during the survey in #2. This effort is the same as would be expected for scenario #1 due to the need to resurvey to find the species for relocation.
4. Survey/Relocation for geotechnical impact area only – This is a combined survey/relocation effort for a smaller area due prior to geotechnical studies.

Proposed "if authorized" fees for these tasks are enclosed. Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Susan S. Daniels", with a stylized flourish at the end.

Susan S. Daniels, PE, AICP
Principal, Director of NEPA/Planning Services

EXHIBIT "A"

Proposal Cost Summary

C/R/S : **ERI-6-9.07**
 PID: **114056**
 Agreement Number: **tbd**

CONSULTANT: **Lawhon & Associates, Inc.**

DATE: **4/7/2021**

Overhead Percentage 169.81%
 Avg OH rate 157.26%
 Net Fee Percentage 11.00%
 Cost of money 1.33%

Task - Description	Avg. Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Net Fee	Total Cost
All tasks "if authorized"								
Qualitative MSAT Analysis	\$30.44	16	\$487	\$827	\$6	\$0	\$138	\$1,458
Phase I History/Architecture	\$26.91	87	\$2,341	\$3,975	\$31	\$104	\$662	\$7,113
Mussel Survey Options								
Survey/Relocation combined	\$30.48	84	\$2,560	\$4,347	\$34	\$504	\$724	\$8,169
Survey Only	\$30.58	81	\$2,477	\$4,206	\$33	\$504	\$701	\$7,921
Relocation (2nd mobilization)	\$30.48	84	\$2,560	\$4,347	\$34	\$504	\$724	\$8,169
Survey/Relocation for Geotech Area	\$30.07	56	\$1,684	\$2,860	\$22	\$504	\$477	\$5,547
Total	\$29.68	408	\$12,109	\$20,562	\$160	\$2,120	\$3,426	\$38,377

Proposed Labor Rates and Hours

C/R/S : **ERI-6-9.07**
 PID: **114056**
 Agreement Number: **tbd**

CONSULTANT:	Lawhon & Associates, Inc.	<u>Category</u>	<u>Rate</u>	<u>Category</u>	<u>Rate</u>
		PR	\$68.00	ENG1	\$28.00
DATE:	4/7/2021	ES4	\$43.00	ES1	\$21.00
		ES3	\$35.00	ES1-OT	\$31.50
		ES2	\$27.00	GIS/Admin	\$27.00

Task	<u>Labor Hours by Category</u>								Total Hours	Labor Costs
	PR	ES4	ES3	ES2	ENG1	ES1	ES1-OT	GIS/Admin		
Qualitative MSAT Analysis	1	0	0	0	14	0	0	1	16	\$487
Phase I History/Architecture	0	4	0	62	0	12	0	9	87	\$2,341
Mussel Survey Options										
Survey/Relocation combined	0	2	43	19	0	14	0	6	84	\$2,560
Survey Only	0	2	42	18	0	13	0	6	81	\$2,477
Relocation (2nd mobilization)	0	2	43	19	0	14	0	6	84	\$2,560
Survey/Relocation for Geotech Area	0	2	25	13	0	10	0	6	56	\$1,684
Total	1	12	153	131	14	63	0	34	408	\$12,109

Non-Labor Direct Cost Summary

C/R/S : **ERI-6-9.07**
 PID: **114056**
 Agreement Number: **tbd**

CONSULTANT: **Lawhon & Associates, Inc.**

DATE: **4/7/2021**

Task	miles	mileage 0.45/mile	copies & postage	field supplies	lodging	meals	equipment	Direct Costs
Qualitative MSAT Analysis	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I History/Architecture	230	\$104	\$0	\$0	\$0	\$0	\$0	\$104
Mussel Survey Options								
Survey/Relocation combined	230	\$104	\$0	\$200	\$0	\$0	\$200	\$504
Survey Only	230	\$104	\$0	\$200	\$0	\$0	\$200	\$504
Relocation (2nd mobilization)	230	\$104	\$0	\$200	\$0	\$0	\$200	\$504
Survey/Relocation for Geotech Area	230	\$104	\$0	\$200	\$0	\$0	\$200	\$504
Total		\$518	\$0	\$800	\$0	\$0	\$800	\$2,120



October 27, 2021

Anthony J. Lenhart, PE
American Structurepoint, Inc.
2550 Corporate Exchange Dr, STE 300
Columbus, OH 43231

RE: Proposal for Geotechnical Engineering Services
Project: ERI-06-9.07
PID: 114056

Dear Mr. Lenhart:

As requested, National Engineering and Architectural Services Inc. (NEAS) is pleased to present the attached ERI-06-9.07 Pavement Subgrade fee proposal to perform geotechnical engineering services for the project located within Erie County, Ohio. For this purpose, NEAS proposes to assist the design team by providing geotechnical engineering design and construction recommendations for the referenced project.

The following sections of this fee proposal present, NEAS's understanding of the project, purpose, scope of services, fee, and closing. The target soil boring plan, drilling schedule and ODOT's Proposal for the Geotechnical Exploration cost summary spreadsheet are attached.

PROJECT INFORMATION

NEAS understands that the American Structurepoint is working with ODOT to develop construction plans for the proposed ERI-06-9.07 project (PID: 114056) in Erie County, Ohio. It is our understanding that the proposed project consists of 1) the construction of a new roundabout at the intersection of Cleveland Road (US-6) and Ceder Point Drive; 2) improvements at the intersection of Cleveland Road and Remington Avenue: widening the pavement on either side of Cleveland Road for the turn lane additions; 3) improvements at the intersection of Cleveland Road and Sycamore Line: widening the pavement on the east side of Sycamore line to accommodate the turn lane; 4) adding sidewalk to the north side of Cleveland Road between Harbour Parkway and E Shoreway Drive.

Based on the review of the available project plans as well as our discussion with American Structurepoint and our experience on similar projects, NEAS understands that American Structurepoint is requesting subgrade design recommendations (Geotechnical Bulletin No. 1) and design support for the proposed project.

PROPOSED SCOPE OF WORK

The purpose of NEAS's geotechnical engineering services is to perform a subsurface exploration within the planned limits of the project and obtain sufficient data regarding the subsurface soil conditions that will serve as the basis for development of design and construction recommendations for the proposed pavement and subgrade designs.

NEAS proposes the following scope of services to achieve the above-stated purpose:

1. Management and Coordination: NEAS will coordinate and manage the site reconnaissance, subsurface exploration, laboratory testing, and geotechnical engineering analyses for the proposed geotechnical engineering services.
2. Reconnaissance and Boring Layout: NEAS personnel will review available literature and information regarding the project site which includes; the review of published soil and geologic information, historical plan and record review, and proposed/preliminary project information. Following our literature review, NEAS will mobilize to the proposed improvement site to observe the visible site conditions and establish boring locations in the field in accordance with ODOT's Specifications for Geotechnical Explorations (SGE). It is anticipated that a total of 12 project soil borings will be performed as part of the project. The specific locations will be selected by NEAS field personnel to allow access by the drill rig, minimize the necessity of lane closures and traffic control, and avoid existing overhead/underground utilities. The boring locations will be located in the field by the project surveyor following drilling completion. With respect to underground utilities, NEAS will coordinate with Ohio Utilities Protection Service (OUPS) to verify that the selected boring locations are clear of existing underground utilities.
3. Test Drilling Program: NEAS will drill the proposed borings using a truck mounted drilling rig. It is understood that proposed roadway borings will be located on or near the roadway and will be easily accessible by the drill crew. It is anticipated that some form of temporary traffic control will be required during drilling operations. NEAS personnel will provide temporary traffic control during drilling operations for less complex MOT situations in accordance with the Ohio Manual of Uniform Traffic Control Devices. Each boring will be drilled and backfilled in accordance with ODOT's SGE based upon specific type. Based on our review of the existing site conditions, it is anticipated that each of the borings will be extended to the depth shown in the drilling schedule. The natural soils at the B-004 location are expected to be very soft silt and clay mixtures with low N values. Soil samples will be collected at continuous or 2.5 ft intervals using the Standard Penetration Test (SPT) method (AASHTO T-206). The soil samples obtained from the exploration program will be visually observed in the field by the NEAS field representative and preserved for review by a Geologist and possible laboratory testing. Field boring logs will be prepared by NEAS drilling personnel and will include lithological descriptions, Standard Penetration Testing (SPT) results recorded as blows per 6-inch increment of penetration, and estimated unconfined shear strength values of specimens exhibiting cohesion (using a hand-penetrometer). Groundwater level observations will be recorded by NEAS drilling personnel both during and after the completion of drilling. Groundwater level observations will be included on the individual boring logs.
4. Laboratory Testing: NEAS will perform geotechnical testing on selected soil samples in accordance with SGE requirements, as well as all applicable AASHTO specifications. Based on the materials encountered, laboratory testing will likely include determination of moisture content testing and classification testing in accordance with AASHTO M-145 "Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes," as modified by ODOT "Classification of Soils"; Sulfate Content in Soils, colorimetric method (ODOT Supplement 1122); and, one-dimensional consolidation test. These tests will be performed on representative samples obtained from the exploration program and will enable us to estimate the behavior of the subsurface soil/rock on the basis of empirical correlation, engineering analysis, and our prior experience.
5. Engineering Analysis and Recommendations: NEAS will review the data from the boring and laboratory testing program and perform geotechnical analyses (i.e., GB1 and settlement analysis)

to assess preliminary subgrade stabilization requirements and aid in pavement design in accordance with ODOT's GB1. Based on the results of the engineering analyses, NEAS will develop the design and construction recommendations for pavement design.

6. Summary Report and Soil Profile Sheets: NEAS will finalize a Subgrade and Roadway Exploration Report summarizing the data obtained from the field and laboratory programs and present our engineering conclusions and recommendations. The Subgrade and Roadway Exploration Report will be in compliance with ODOT's SGE, Geotechnical Bulletin No. 1 and the Project Development Process. The report will also include a test boring plan, laboratory test data, GB1 analyses spreadsheet calculations, and Soil Profile Sheets in accordance with ODOT's SGE and Location and Design Manual Volume 3, Section 1201. An electronic copy of the report will be provided in PDF format.

ESTIMATED FEES

Based upon our understanding of the project and the scope of services described herein, NEAS's estimated cost to provide the requested services will be \$33,253. The estimate is further broken-down within the attached ODOT's Proposal for the Geotechnical Exploration cost summary spreadsheet. The proposed fee is based on the following assumptions:

- Temporary lane closure is permitted by ODOT and City of Sandusky, allowing for easy access to borehole locations on or near the shoulder of the roadway;
- Temporary traffic control Typical Application TA-10 is an acceptable setup for the proposed borehole locations;
- The field investigation will be comprised of twelve (12) borings with a maximum 135 lineal feet of drilling;
- The test borings will be backfilled as described above and patched with asphalt or concrete (where necessary). No other site restoration services will be necessary;
- The as-drilled boring locations and surface elevations will be surveyed in the field by the project surveyor.

CLOSING

We appreciate the opportunity to present this proposal to American Structurepoint. Please contact the undersigned at 614.714.0299 if you have any questions or require any additional information regarding the geotechnical engineering services for this project.

Sincerely,



Chunmei (Melinda) He, Ph.D., P.E.
Geotechnical Project Manager



TARGET BORING PLAN
CLEVELAND ROAD (US 6) AND SYCAMORE LINE

DESIGN AGENCY

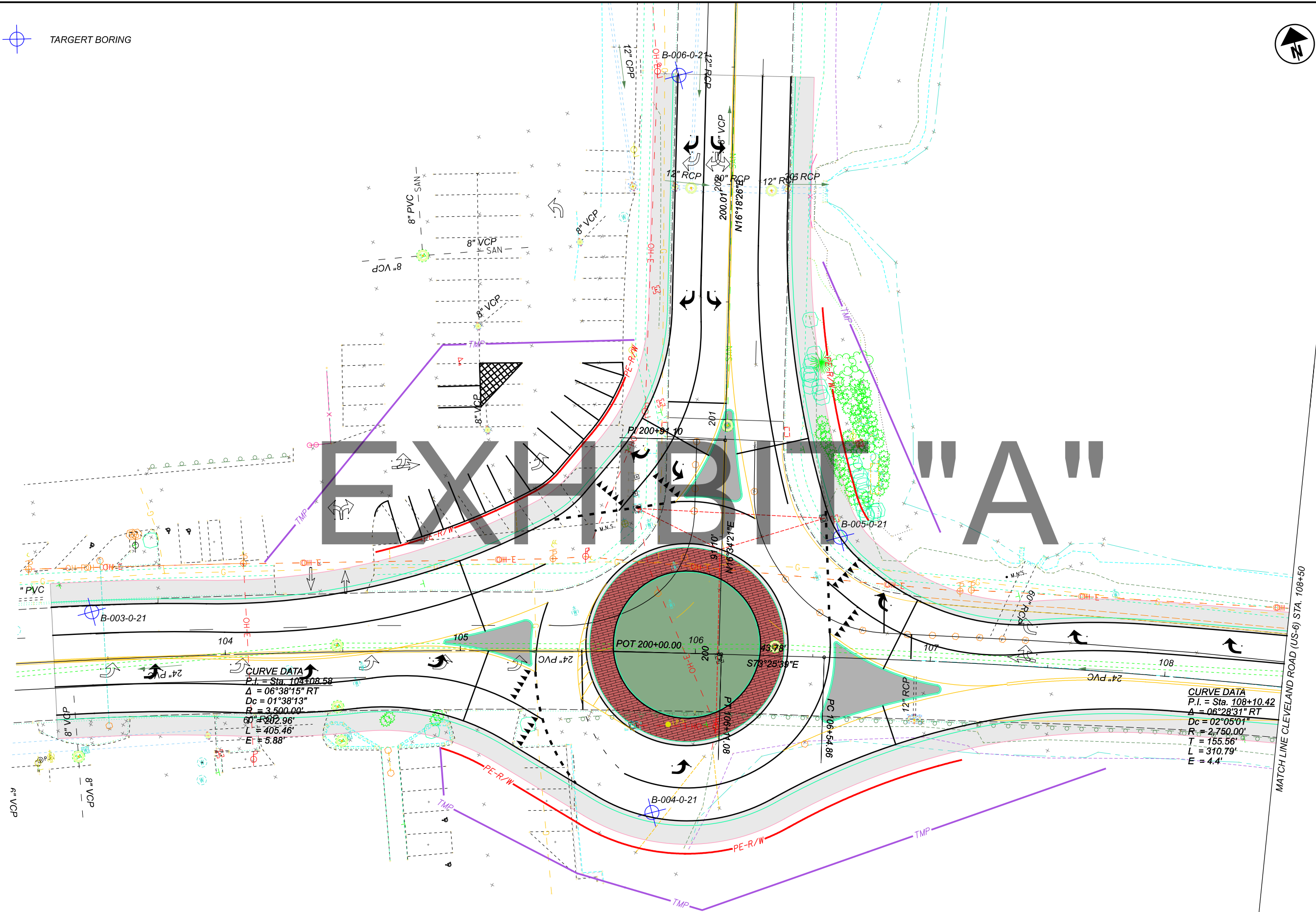
DESIGNER
ZM

REVIEWER
CH 10-27-21

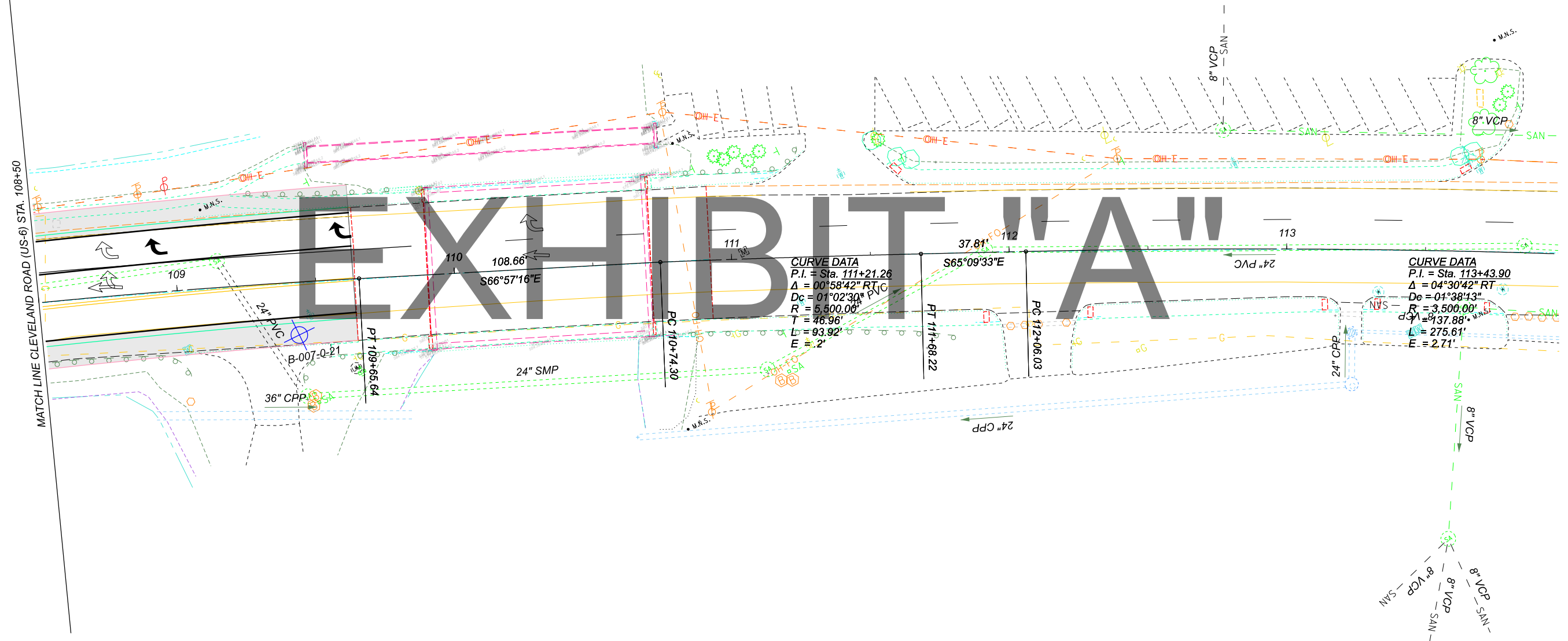
PROJECT ID
114056

SUBSET	TOTAL
1	6

SHEET	TOTAL
P.0	0



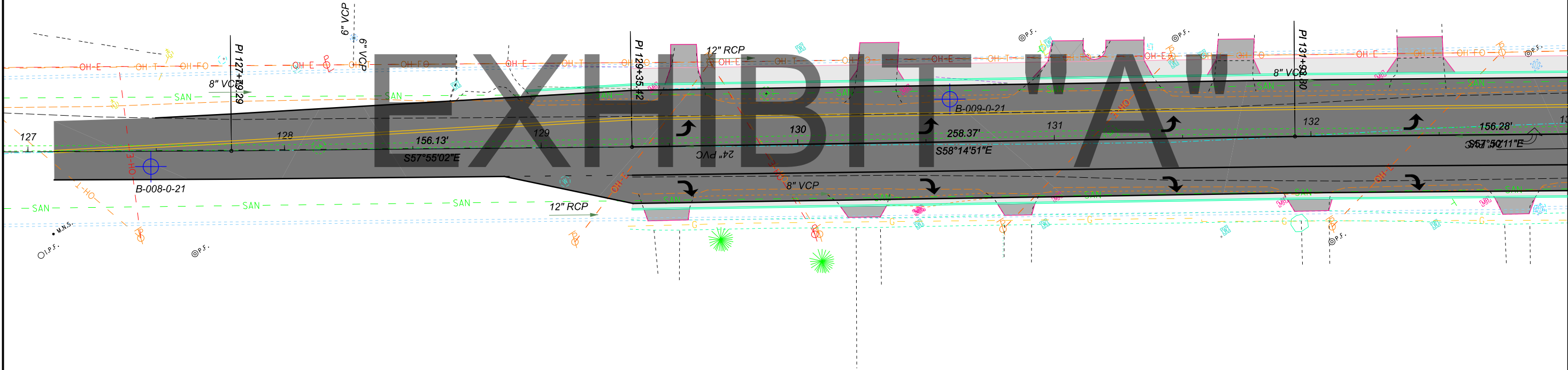
DESIGN AGENCY	
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DESIGNER	
ZM	
REVIEWER	
CH 10-27-21	
PROJECT ID	
114056	
SUBSET	TOTAL
2	6
SHEET	TOTAL
P:0	0



DESIGN AGENCY	
DESIGNER	
ZM	
REVIEWER	
CH	10-27-21
PROJECT ID	
114056	
UBSET	TOTAL
2	6
SHEET	TOTAL
P.0	0



TARGET BORING



TARGET BORING PLAN
CLEVELAND ROAD (US 6) AND REMINGTON AVENUE

DESIGN AGENCY

DESIGNER

ZM

REVIEWER

CH 10-27-21

PROJECT ID

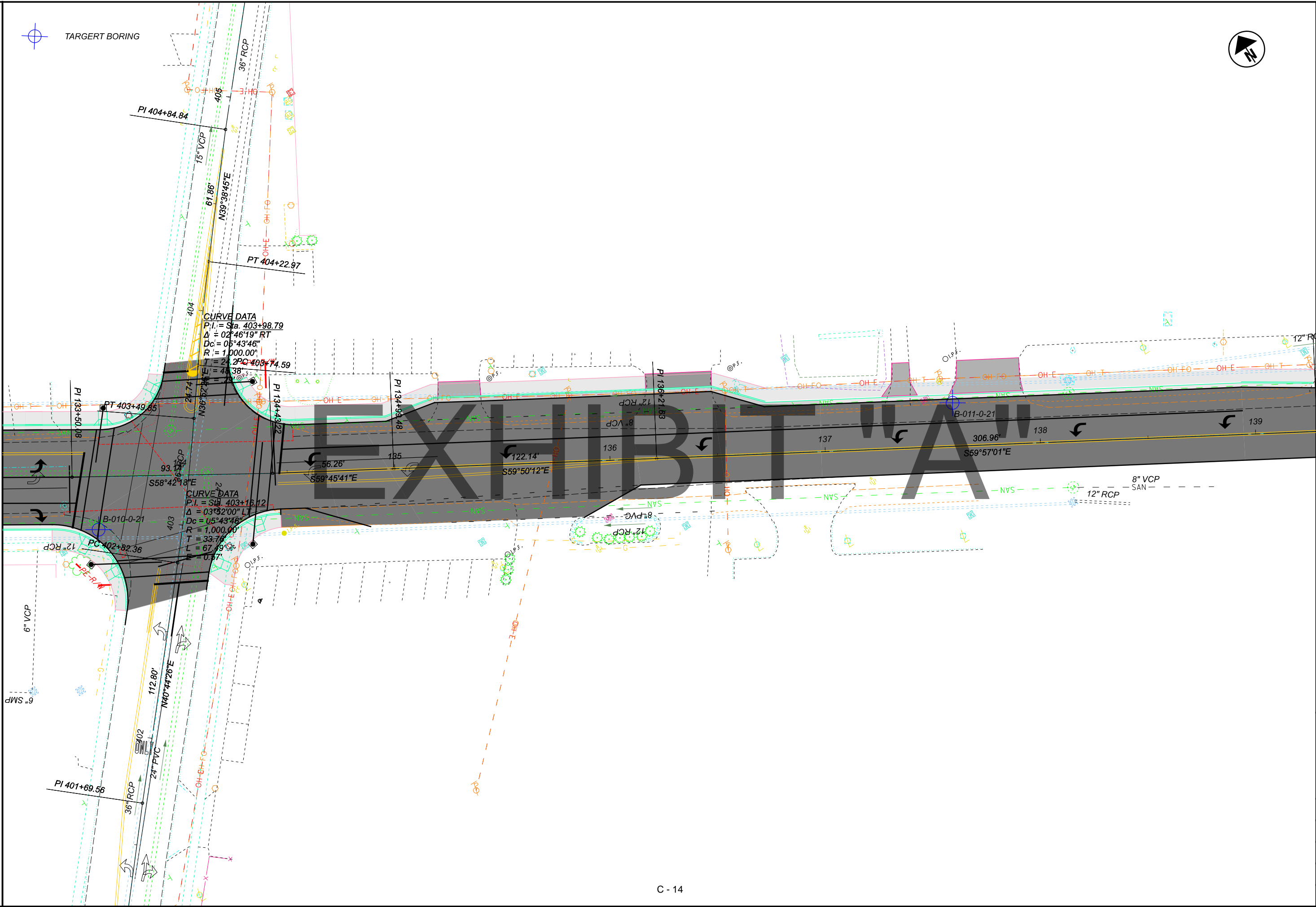
114056

SUBSET TOTAL

4 6

SHEET TOTAL

P.0 0



TARGET BORING PLAN
CLEVELAND ROAD (US 6) AND REMINGTON AVENUE

DESIGN AGENCY

DESIGNER
ZM

REVIEWER
CH 10-27-21

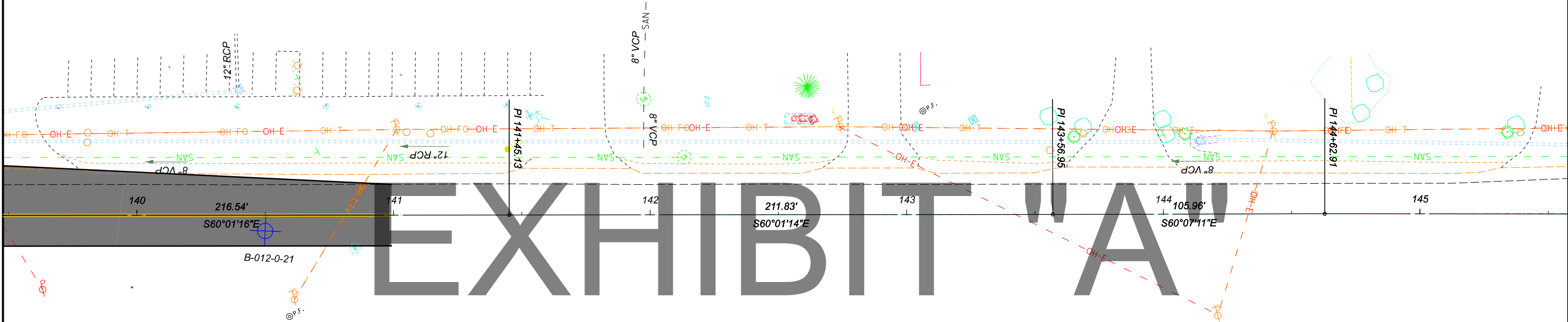
PROJECT ID
114056

SUBSET	TOTAL
5	6

SHEET	TOTAL
P.0	0



TARGET BORING



DESIGN AGENCY	
DESIGNER	
ZM	
REVIEWER	
CH	10-27-21
PROJECT ID	
114056	
SUBSET	TOTAL
6	6
SHEET	TOTAL
P.0	0



OHIO DEPARTMENT OF TRANSPORTATION
OFFICE OF GEOTECHNICAL ENGINEERING

PROPOSAL
for the
GEOTECHNICAL EXPLORATION

EXHIBIT "A"

ERI-6-9.07

114056

**New Roundabout at US-6 and Cedar Point Dr, Intersection Improvement at
US-6 and Remington Ave, at US-6 and Sycamore Ln**

Barr Engineering Inc. (dba) NEAS Inc.

Prepared By: **Melinda He, Ph.D., P.E.**

Date prepared: **October 27, 2021**

**Melinda He, Ph.D., P.E.
2800 Corporate Exchange Drive,
Ste. 240
Columbus, Ohio 43231
(614)714-0299
che@neasinc.com**

GEOTECHNICAL EXPLORATION PROPOSAL					COST SUMMARY					
C/R/S :	ERI-6-9.07				Overhead Percentage =		170.96%			
PID NO.:	114056				ODOT Statewide Percentage for Net Fee =		157.26%			
CONSULTANT:	Barr Engineering Inc. (dba) NEAS Inc.				Net Fee Percentage =		11.00%			
DATE:	October 27, 2021				Cost of Money =		0.44%			
Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Percent of Total Cost
RECONNAISSANCE AND PLANNING										
Office Reconnaissance	\$41.67	15	\$625	\$1,069	\$3			\$177	\$1,874	
Field Reconnaissance	\$39.50	8	\$316	\$540	\$1			\$89	\$946	
Exploration Plan	\$47.50	4	\$190	\$325	\$1	\$113	\$0	\$54	\$683	
Subtotal	\$41.89	27	\$1,131	\$1,934	\$5	\$113	\$0	\$320	\$3,503	11%
	Avg. Rate									
FIELD COORDINATION										
Field Coordination	\$45.33	6	\$272	\$465	\$1	\$149		\$77	\$964	3%
Logging (if drilling is subcontracted)	\$0.00	0	\$0	\$0	\$0	\$0		\$0	\$0	0%
Subtotal	\$45.33	6	\$272	\$465	\$1	\$149		\$77	\$964	
	Avg. Rate									
FIELD EXPLORATION										
Subtotal							\$0		\$9,464	28%
LABORATORY TESTING										
Subtotal							\$0		\$6,661	20%
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway	\$40.83	96	\$3,920	\$6,702	\$17	\$0	\$0	\$1,109	\$11,748	
Bridge	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0	
Other Structures (describe)	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0	
Geohazard (describe)	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0	
Stage 2 Plan Review	\$55.50	2	\$111	\$190	\$0		\$0	\$31	\$332	
Final Plan Review	\$64.67	3	\$194	\$332	\$1		\$0	\$55	\$582	
Subtotal	\$41.83	101	\$4,225	\$7,224	\$18	\$0	\$0	\$1,195	\$12,662	38%
	Avg. Rate									
GRAND TOTAL ALL PARTS										Cost per foot
Total	\$42.00	134	\$5,628	\$9,623	\$24	\$261	\$0	\$1,592	\$33,253	\$246
	Avg. Rate									

GEOTECHNICAL EXPLORATION PROPOSAL		LABOR HOURS									
C/R/S :	ERI-6-9.07				HOURLY RATES						
PID NO.:	114056				Personnel Category		Salary Rate				
CONSULTANT:	Barr Engineering Inc. (dba) NEAS Inc.				Manager, P.E.		\$83.30				
DATE:	October 27, 2021				Project Engineer, P.E.		\$55.52				
					Staff Engineer		\$39.47				
					CADD Technician		\$33.53				
					Field Supervisor		\$33.20				
					Technician		\$31.50				
					Geologist		\$32.32				
					Secretary		\$22.56				
HOURS BY PERSONNEL CATEGORY											
Task	Manager	Project Engineer	Staff Engineer	CADD Technician	Field Supervisor	Technician	Geologist	Secretary	Total Hours	Labor Costs	
RECONNAISSANCE AND PLANNING											
Office Reconnaissance	1	2	6	0	0	0	6	0	15	\$625	
Field Reconnaissance	0	0	8	0	0	0	0	0	8	\$316	
Exploration Plan	0	2	2	0	0	0	0	0	4	\$190	
Subtotal	1	4	16	0	0	0	6	0	27	\$1,131	
FIELD COORDINATION											
Field Coordination	1	1	0	0	4	0	0	0	6	\$272	
Logging (if drilling is subcontracted)	0	0	0	0	0	0	0	0	0	\$0	
Subtotal	1	1	0	0	4	0	0	0	6	\$272	
GEOTECHNICAL EXPLORATION REPORT											
Subgrade and Roadway	2	18	39	24	0	0	12	1	96	\$3,920	
Bridge	0	0	0	0	0	0	0	0	0	\$0	
Other Structures (describe)	0	0	0	0	0	0	0	0	0	\$0	
Geohazard (describe)	0	0	0	0	0	0	0	0	0	\$0	
Stage 2 Plan Review	0	2	0	0	0	0	0	0	2	\$111	
Final Plan Review	1	2	0	0	0	0	0	0	3	\$194	
Subtotal	3	22	39	24	0	0	12	1	101	\$4,225	
LABOR TOTAL ALL PARTS	Total	5	27	55	24	4	0	18	1	134	\$5,628

GEOTECHNICAL EXPLORATION PROPOSAL				FIELD EXPLORATION		
C/R/S :	ERI-6-9.07					
PID NO.:	114056					
CONSULTANT:	Barr Engineering Inc. (dba) NEAS Inc.					
DATE:	October 27, 2021					
Task	Quantity	Unit	Unit Cost	Cost	Task Description	
Mobilization/Demobilization	1	lump	\$2,000.00	\$2,000	Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion.	
Subtotal				\$2,000		
Traffic Maintenance					Describe each traffic control set-up, as referenced in the Ohio Manual of Uniform Traffic Control Devices, by the Typical Application No. Includes all flaggers, law enforcement, per-diem, mileage, and equipment and personnel to set-up, maintain, and tear down traffic control zones	
Typical Application No.	TA-10	2	days	\$1,250.00		\$2,500
Typical Application No.	TA-33		days	\$3,225.00		\$0
Railroad Traffic Control			days			\$0
Subtotal				\$2,500		
Subsurface Exploration					Includes all necessary equipment, materials, and personnel to move equipment and crew between borings, set-up, drill, sample, supply water, perform visual descriptions of rock samples, prepare field logs, backfill borehole, and contain, preserve and transport samples. All drilling footage measured from the ground surface or the bottom of the body of water, as applicable.	
Hand Sampling					Includes all equipment and personnel to excavate, sample, log and backfill each hand sampling method	
Method Description		feet			\$0	
Method Description		feet			\$0	
Test Pits		each			\$0	
Pavement/Bridge Deck Coring					Includes all equipment and personnel to excavate, sample, log and backfill test pit	
Core Diameter		in.			\$0	
Core Diameter		in.			\$0	
Core Diameter		each			\$0	
Truck/ATV/Trailer Mounted Rotary Drilling					Includes all methods of rotary drilling on land, except skid rig	
Number of Drill Rig Days	2	days				
Total Soil Footage (ft)	125	63	ft/day			
Total Rock Footage (ft)	10	5	ft/day			
No Sampling		feet	\$16.00	\$0		
5-ft SPT	20	feet	\$24.00	\$480		
2.5-ft SPT	30	feet	\$25.00	\$750		
Continuous SPT	75	feet	\$26.00	\$1,950		
Undisturbed Samples		each	\$60.00	\$0	Includes press, preservation, transport, and extraction, minimum 50% recovery	
Rock Coring	10	feet	\$62.00	\$620		
Permanent Borehole Sealing	50	feet	\$6.00	\$300		
Skid Drilling						
Number of Drill Rig Days		days				
Total Soil Footage (ft)	0	0	ft/day			
Total Rock Footage (ft)	0	0	ft/day			
No Sampling		feet		\$0		
5-ft SPT		feet		\$0		
2.5-ft SPT		feet		\$0		
Continuous SPT		feet		\$0		
Undisturbed Samples		each		\$0	Includes press, preservation, transport, and extraction, minimum 50% recovery	
Rock Coring		feet		\$0		
Permanent Borehole Sealing		feet		\$0		
Barge Drilling						
Number of Drill Rig Days		days				
Total Soil Footage (ft)	0	0	ft/day			
Total Rock Footage (ft)	0	0	ft/day			
5-ft SPT		feet		\$0		
2.5-ft SPT		feet		\$0		
Continuous SPT		feet		\$0		
Undisturbed Samples		each		\$0	Includes press, preservation, transport, and extraction, minimum 50% recovery	
Rock Coring		feet		\$0		
Permanent Borehole Sealing		feet		\$0		
Barge		days		\$0	Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)	
Other Exploratory Methods					CPT, DCP, Geophysical, etc. Propose a daily rate to include all costs associated with performing the described exploratory method.	
Method Description		days		\$0		
Method Description		days		\$0		
In-situ Testing					Includes all mobilization/demobilization, equipment, material, labor, travel, per diem, calibration, and data reduction	
Test:		days		\$0		
Test:		days		\$0		
Installation/Reading of Geotechnical Instruments					Excludes cost of drilling - present above. Includes all material and labor for installation	
Open Standpipe Piezometer		feet		\$0		
Monitoring Well		feet		\$0		
Inclinometer		feet		\$0		
Misc (describe)		each		\$0	pneumatic or vibrating wire piezometers, strain gages, extensometers, TDR cable, etc.	
Instrument Readings		trips		\$0	Includes all equipment, material, labor, travel, per diem, calibration, and data reduction	
Subtotal				\$4,100		
Direct Costs						
Drill Crew Meals and Lodging	2	night	\$240.00	\$480		
Other (describe)	3	day	\$128.00	\$384		
Subtotal				\$864		
FIELD EXPLORATION TOTAL ALL PARTS				Total	\$9,464	

GEOTECHNICAL EXPLORATION PROPOSAL			LABORATORY TESTING					
C/R/S :	ERI-6-9.07							
PID NO.:	114056							
CONSULTANT:	Barr Engineering Inc. (dba) NEAS Inc.							
DATE:	October 27, 2021							
	Test	Test Method		Quantity	Unit	Unit Cost	Cost	Remarks
		AASHTO	ASTM					
Soil Testing								
	Complete Classification	Multiple	Multiple	23	each	\$173	\$3,979	Includes Visual Description per SGE Section 602, T265, T88, T89, T90
	Water Content Test and Visual Description	T265	D2216	33	each	\$14	\$462	Visual Description per SGE Section 602
	Particle Size Analysis - Sieve Only	T88	D422	0	each	\$72	\$0	As modified per SGE Section 603.3
	Particle Size Analysis - Sieve and 2-hour Hydrometer	T88	D422	0	each	\$99	\$0	As modified per SGE Section 603.3
	Liquid Limit Test	T89	D4318	0	each	\$44	\$0	As modified per SGE Section 603.3
	Plastic Limit Test	T90	D4318	0	each	\$41	\$0	As modified per SGE Section 603.3
	Organic Content by Loss on Ignition	T267	D2974	0	each	\$54	\$0	
	Soil Unconfined Compression Test	T208	D2166	0	each	\$86	\$0	
	Unconsolidated-Undrained Triaxial Compression Test	T296	D2850	0	1 point	\$191	\$0	
	Consolidated-Undrained Triaxial Compression Test (with pore pressure measurement)	T297	D4767	0	3 points	\$1,004	\$0	
	One-Dimensional Consolidation Test	T216	D2435	2	each	\$575	\$1,150	
	Specific Gravity Test	T100	D854	0	each	\$69	\$0	
	Direct Shear Test	T236	D3080	0	3 points	\$552	\$0	
	Sulfate Content in Soils, Colorimetric Method	ODOT S1122	NA	10	each	\$107	\$1,070	
	Density - Unit Weight Test	NA	D7363	0	each	\$50	\$0	
	Shelby Tube Extraction/No Test	NA	NA	0	each		\$0	
	Standard Proctor	NA	NA	0	each	\$210	\$0	
	One-Point Proctor	NA	D698	0	each	\$100	\$0	
	pH Test	NA	D4972	0	each	\$15	\$0	
	Water Soluble Sulfate Ion Content	T290	NA	0	each	\$85	\$0	
	Water Soluble Chloride Ion Content	T291	NA	0	each	\$110	\$0	
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Subtotal							\$6,661	
Rock Testing								
	Unconfined Compressive Strength of Intact Rock Core Specimen	NA	D7012, Method C	0	each	\$104	\$0	
	Slake Durability of Shales and Similar Weak Rocks	NA	D4644	0	each	\$240	\$0	
	Determination of the Point Load Strength Index of Rock	NA	D5731	0	each	\$69	\$0	
	Elastic Moduli of Intact Rock Core Specimens in Uniaxial Compression	NA	D7012, Method D	0	each	\$278	\$0	
	Rapid Chloride Permeability	T277	NA	0	each	\$0	\$0	
	Compressive Strength of Cylindrical Concrete Specimens	NA	C39	0	each	\$0	\$0	
	Water-Soluble Chloride in Mortar and Concrete	NA	C1218	0	each	\$235	\$0	
	Acid-Soluble Chloride Testing	NA	C1152	0	each	\$210	\$0	
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Subtotal							\$0	
LABORATORY TESTING TOTAL ALL PARTS							Total	\$6,661

GEOTECHNICAL EXPLORATION PROPOSAL		DIRECT COSTS		
C/R/S :	ERI-6-9.07			
PID NO.:	114056			
CONSULTANT:	Barr Engineering Inc. (dba) NEAS Inc.			
DATE:	October 27, 2021			
Task	Quantity	Unit	Unit Cost	Cost
RECONNAISSANCE AND PLANNING				
(describe)	250		\$0.45	\$112.50
(describe)	0		\$0.00	\$0.00
(describe)	0		\$0.00	\$0.00
Subtotal				\$112.50
FIELD COORDINATION				
Field Coordination				
Meals and Lodging	0	day	\$0.00	\$0.00
Mileage	330	mile	\$0.45	\$148.50
Permits	0	each	\$0.00	\$0.00
Dozer and Operator (site access and restoration)	0	hour	\$0.00	\$0.00
Site Restoration (not including Dozer)	0	site	\$0.00	\$0.00
Railroad Permits	0	each	\$0.00	\$0.00
Other (describe)	0		\$0.00	\$0.00
Other (describe)	0		\$0.00	\$0.00
Subtotal				\$148.50
Logging (If drilling is subcontracted)				
Meals and Lodging	0	day	\$0.00	\$0.00
Mileage	0	mile	\$0.45	\$0.00
Other (describe)	0		\$0.00	\$0.00
Subtotal				\$0.00
Subtotal				\$148.50
GEOTECHNICAL EXPLORATION REPORT				
(describe)	0		\$0.00	\$0.00
(describe)	0		\$0.00	\$0.00
Subtotal				\$0.00
DIRECT COSTS TOTAL ALL PARTS			Total	\$261.00

SUL FEE PROPOSAL

EXHIBIT "A"

C-R-S	ERI-6-9.07					
Consultant:	Barr Engineering Inc. (dba) National Engineering and Architectural Services (NEAS) Inc.					
Agreement No.	0					
Modification No.	0					
PID No.	114056					
Proposal Date	10/28/2021					
Task Description		Consultant	ODOT	LPA	If-Authorized	Narrative
Copy task in scope from the Labor Rates_Cost Proposal Tab		X	X	X	X	Add Narratives as needed here
Roundabout at Cedar Point Drive - 1,000 LF		X				NEAS will perform subsurface investigation up to QL-B. NEAS will designate, field locate, and draft existing underground utilities for the intersection of Cleveland Road W and Cedar Point Drive, approximately 700 L.F. of the of Cleveland Road W NEAS will not investigate gravity sanitary sewer and gravity storm drain. NEAS will request plans and/or markings from OUPS/Ohio811 prior to commencement of field NEAS will provide a CAD file in MicroStation OpenRoads Designer Connect using OHDOT standards The CAD file will be an _FB.dgn with a 3D seed. There may be instances when obtaining Level B information will not be possible using traditional SUE designation methods (non-metallic pipes, broken tracer wires, etc.). NEAS assumes that all subsurface utility lines and tracer wires are in good condition NEAS will not sheet or plot CAD file(s). NEAS assumes there will be no work hour restrictions NEAS assumes that survey control will be provided by American Structurepoint prior to commencement of field work. Control will not be checked by NEAS and will be held as provided. NEAS assumes the survey _FB file will be provided for use in generating the utility _FB file. NEAS assumes a 3D seed file in OHDOT standards will be provided. NEAS will submit a Utility Coordination Log. NEAS will submit a Utility Communication Log NEAS will submit a Ticket Summary of Ohio811 requests.
Pavement Widening at Remington		X				NEAS will perform subsurface investigation up to QL-B. NEAS will designate, field locate, and draft existing underground utilities for the intersection of Cleveland Road W and Remington Avenue, approximately 1,000 L.F. of Cleveland Road W and NEAS will not investigate gravity sanitary sewer and gravity storm drain. NEAS will request plans and/or markings from OUPS/Ohio811 prior to commencement of field NEAS will provide a CAD file in MicroStation OpenRoads Designer Connect using OHDOT standards The CAD file will be an _FB.dgn with a 3D seed. There may be instances when obtaining Level B information will not be possible using traditional SUE designation methods (non-metallic pipes, broken tracer wires, etc.). NEAS assumes that all subsurface utility lines and tracer wires are in good condition NEAS will not sheet or plot CAD file(s). NEAS assumes there will be no work hour restrictions NEAS assumes that survey control will be provided by American Structurepoint prior to commencement of field work. Control will not be checked by NEAS and will be held as provided. NEAS assumes the survey _FB file will be provided for use in generating the utility _FB file. NEAS assumes a 3D seed file in OHDOT standards will be provided. NEAS will submit a Utility Coordination Log. NEAS will submit a Utility Communication Log NEAS will submit a Ticket Summary of Ohio811 requests.
Pavement Widening at Sycamore Line		X				NEAS will perform subsurface investigation up to QL-B. NEAS will designate, field locate, and draft existing underground utilities for the intersection of Cleveland Road W and Sycamore Line, approximately 500 L.F. of Cleveland Road W southeast of Sycamore Line and 500 L.F. of Sycamore Line north of Cleveland Road W. NEAS will not investigate gravity sanitary sewer and gravity storm drain. NEAS will request plans and/or markings from OUPS/Ohio811 prior to commencement of field NEAS will provide a CAD file in MicroStation OpenRoads Designer Connect using OHDOT standards The CAD file will be an _FB.dgn with a 3D seed. There may be instances when obtaining Level B information will not be possible using traditional SUE designation methods (non-metallic pipes, broken tracer wires, etc.). NEAS assumes that all subsurface utility lines and tracer wires are in good condition NEAS will not sheet or plot CAD file(s). NEAS assumes there will be no work hour restrictions NEAS assumes that survey control will be provided by American Structurepoint prior to commencement of field work. Control will not be checked by NEAS and will be held as provided. NEAS assumes the survey _FB file will be provided for use in generating the utility _FB file. NEAS assumes a 3D seed file in OHDOT standards will be provided. NEAS will submit a Utility Coordination Log. NEAS will submit a Utility Communication Log NEAS will submit a Ticket Summary of Ohio811 requests.
Sidewalk Addition - Harbour Pkwy to E Shoreway Dr		X				NEAS will perform subsurface investigation up to QL-B. NEAS will designate, field locate, and draft existing underground utilities for Cleveland Road W between Harbour Parkway and E. Shoreway Drive, approximately 2,250 L.F., not including the NEAS will not investigate gravity sanitary sewer and gravity storm drain. NEAS will request plans and/or markings from OUPS/Ohio811 prior to commencement of field NEAS will provide a CAD file in MicroStation OpenRoads Designer Connect using OHDOT standards The CAD file will be an _FB.dgn with a 3D seed. There may be instances when obtaining Level B information will not be possible using traditional SUE designation methods (non-metallic pipes, broken tracer wires, etc.). NEAS assumes that all subsurface utility lines and tracer wires are in good condition NEAS will not sheet or plot CAD file(s). NEAS assumes there will be no work hour restrictions NEAS assumes that survey control will be provided by American Structurepoint prior to commencement of field work. Control will not be checked by NEAS and will be held as provided. NEAS assumes the survey _FB file will be provided for use in generating the utility _FB file. NEAS assumes a 3D seed file in OHDOT standards will be provided. NEAS will submit a Utility Coordination Log. NEAS will submit a Utility Communication Log NEAS will submit a Ticket Summary of Ohio811 requests.
1.1 - Quality Level A	Depth 0' - 7'				X	specific areas of utilities.

					NEAS will perform up to ten (10) QL-A excavations.
					NEAS is anticipating two (2) mobilizations, additional mobilizations will require a modification.
					NEAS assumes that a maximum of 5 QL-A excavations will be in the traveled way, requiring traffic control and approved backfill.
					NEAS assumes the QL-A excavations will be seven (7) feet in depth or less. NEAS can excavate to ten (10) feet with additional costs not carried in this proposal.
					NEAS assumes there will be no work hour restrictions in order to obtain two QL-A level locations
					NEAS assumes that survey control will be provided by American Structurepoint prior to commencement of field work. Control will not be checked by NEAS and will be held as provided.
					NEAS assumes the requested QL-A locations will be provided by American Structurepoint with coordinate values in NAD83(2011) Epoch 2010.00 with a combined scale factor for use with
					NEAS will provide a standard test hole report for each excavation.
					NEAS will adjust FB dgn files provided stated above for accuracy in the utility basemap based
					NEAS will submit an OUPS/Ohio811 dig ticket prior to excavations.

EXHIBIT "A"

SUMMARY OF STEPS

SUMMARY OF STEPS Subsurface Utility Location Services

C-R-S **ERI-6-9.07**
Consultant: Barr Engineering Inc. (dba) National Engineering and Architectural Services (NEAS) Inc.
Agreement No. 0
Modification No. 0
PID No. 114056
Proposal Date 10/28/2021

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Quality Level A								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Quality Level B								
\$0.00	372	\$11,816	\$17,117	\$52	\$8,141	\$0	\$3,354	\$40,480
Traffic Control								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED TASKS								
\$0.00	372	\$11,816	\$17,117	\$52	\$8,141	\$0	\$3,354	\$40,480
IF-AUTHORIZED TASKS:								
TOTAL IF-AUTHORIZED TASKS								
#DIV/0!	148	\$4,644	\$6,727	\$20	\$12,484	\$0	\$1,318	\$25,194
GRAND TOTAL	520	\$16,460	\$23,844	\$72	\$20,625	\$0	\$4,673	\$65,674

EXHIBIT "A"

C-R-S		ERI-6-9.07		PROPOSAL COST SUMMARY								Version: Feb 2017	
Consultant:		Barr Engineering Inc. (dba) National Engineering and Architectural Services (NEAS) Inc.		Subsurface Utility Location Services									
Agreement No.		0		State Average Overhead Rate		158.08%							
Modification No.		0		Consultant Overhead Rate:		144.86%							
PID No.		114056		Cost of Money:		0.44%							
Proposal Date		10/28/2021		Net Fee Percentage:		11%							
		For: Tony Lenhart American Structurepoint 614-901-2235		No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description				Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost		
AUTHORIZED TASKS:													
1 - QUALITY LEVEL A													
1.1 - Quality Level A													
1.1.A - 0.00-7.00 ft		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.1.B - 7.01-13.00 ft		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.1.C- 13.04-20.00 ft		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.1.D - Over 20.00 ft		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL - Quality Level A				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2 - QUALITY LEVEL B													
2.1 - Quality Level B													
Roundabout at Cedar Point Drive - 1,000 LF		0	\$31.61	101	\$3,193	\$4,625	\$14	\$3,312	\$0	\$906	\$12,051		
Pavement Widening at Remington - 1,200 LF		0	\$32.25	86	\$2,773	\$4,017	\$12	\$3,299	\$0	\$787	\$10,889		
Pavement Widening at Sycamore Line - 1,000 L.F.		0	\$32.73	52	\$1,702	\$2,465	\$7	\$402	\$0	\$483	\$5,060		
Sidewalk Addition - Harbour Pkwy to E Shoreway Dr - 2,250 L.F.		0	\$31.19	133	\$4,148	\$6,009	\$18	\$1,127	\$0	\$1,178	\$12,480		
Total - Quality Level B				372	\$11,816	\$17,117	\$52	\$8,141	\$0	\$3,354	\$40,480		
3 - TRAFFIC CONTROL													
3.1 - Traffic Control													
3.1.A - Project Manager		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.B - Labor		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - 3 Traffic Control				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4 - MISCELLANEOUS													
4.1 - Miscellaneous													
4.2.A - Permit Fees		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.B - Design / Surveying Vehicle		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.C - Vacuum Truck		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.D - Mileage		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.E - Other		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL - Miscellaneous				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED PARTS				372	\$ 11,816	\$ 17,117	\$ 52	\$ 8,141	\$ -	\$ 3,354	\$40,480		
IF-AUTHORIZED TASKS:													
1.1 - Quality Level A		10	\$31.38	148	\$4,644	\$6,727	\$20	\$12,484	\$0	\$1,318	\$25,194		
		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL IF-AUTHORIZED PARTS				148	\$ 4,644	\$ 6,727	\$ 20	\$ 12,484	\$ -	\$ 1,318	\$25,194		
GRAND TOTAL				520	\$ 16,460	\$ 23,844	\$ 72	\$ 20,625	\$ -	\$ 4,673	\$65,674		

C-R-S	ERI-6-9.07	PROPOSAL LABOR SUMMARY										Version: Feb 2017
Consultant:	Barr Engineering Inc. (dba) National Engineering and Architectural Services (NEAS) Inc.	Subsurface Utility Location Services										
Agreement No.												
Modification No.												
PID No.	114056											
Proposal Date	10/28/2021											
	For: Tony Lenhart American Structurepoint 614-901-2235	No. of Units	Proj. Exec. Principal	Survey Manager P.S.	Project Manager P.S.	Field Survey PS	Field Survey Crew Chief	Field Survey Tech	Senior CADD Tech	Admin. Assistant	Total	
Task Description			\$83.30	\$63.77	\$58.05	\$50.50	\$29.24	\$21.15	\$33.53	\$27.13	Hours	Cost
AUTHORIZED TASKS:												
1 - QUALITY LEVEL A												
1.1 - Quality Level A												
1.1.A - 0.00-7.00 ft											0	\$0
1.1.B - 7.01-13.00 ft											0	\$0
1.1.C - 13.04-20.00 ft											0	\$0
1.1.D - Over 20.00 ft											0	\$0
TOTAL - Quality Level A			0	0	0	0	0	0	0	0	0	\$0
2 - QUALITY LEVEL B												
2.1 - Quality Level B												
Roundabout at Cedar Point Drive - 1,000 LF			1	2	8		30	30	30		101	\$3,193
Pavement Widening at Remington - 1,200 LF			1	2	8		25	25	25		86	\$2,773
Pavement Widening at Sycamore Line - 1,000 L.F.			1	2	4		15	15	15		52	\$1,702
Sidewalk Addition - Harbour Pkwy to E Shoreway Dr - 2,250 L.F.			1	2	10		40	40	40		133	\$4,148
Total - Quality Level B			4	8	30	0	110	110	110	0	372	\$11,816
3 - TRAFFIC CONTROL												
3.1 - Traffic Control												
3.1.A - Project Manager											0	\$0
3.1.B - Labor											0	\$0
Total - 3 Traffic Control			0	0	0	0	0	0	0	0	0	\$0
4 - MISCELLANEOUS												
4.1 - Miscellaneous												
4.2.A - Permit Fees											0	\$0
4.2.B - Design / Surveying Vehicle											0	\$0
4.2.C - Vacuum Truck											0	\$0
4.2.D - Mileage											0	\$0
4.2.E - Other											0	\$0
TOTAL - Miscellaneous			0	0	0	0	0	0	0	0	0	\$0
TOTAL AUTHORIZED PARTS			4	8	30	0	110	110	110	0	372	\$11,816
IF-AUTHORIZED TASKS:												
1.1 - Quality Level A	Depth 0' - 7'	10	2	4	12		50	50	30		148	\$4,644
											0	\$0
											0	\$0
											0	\$0
TOTAL IF-AUTHORIZED PARTS			2	4	12	0	50	50	30	0	148	\$4,644
GRAND TOTAL			6	12	42	0	160	160	140	0	520	\$16,460

C-R-S	ERI-6-9.07	DIRECT COSTS									Version: Feb 2017
Consultant:	Barr Engineering Inc. (dba) National Engineering and Architectural Services (NEAS) Inc.	Subsurface Utility Location Services									
Agreement No.	0	Mileage	Travel Day Per Diem	Full Day Per Diem	Lodging	Vacuum Excavation Truck Mobilization	Vacuum Excavation Truck Daily	Traffic Control	Law Enforcement Officer	Controlled Density Fill and Hole Repair	Total
Modification No.	0										
PID No.	114056										
Proposal Date	10/28/2021										
	For: Tony Lenhart American Structurepoint 614-901-2235										
Task Description	Unit Cost:	\$0.52	\$41.25	\$55.00	\$96.00	\$1,500.00	\$150.00	\$2,500.00	\$700.00	\$400.00	
AUTHORIZED TASKS:											
1 - QUALITY LEVEL A											
1.1 - Quality Level A		Units	Units	Units	Units	Units	Units	Units	Units	Units	\$
1.1.A - 0.00-7.00 ft											\$0.00
1.1.B - 7.01-13.00 ft											\$0.00
1.1.C - 13.04-20.00 ft											\$0.00
1.1.D - Over 20.00 ft											\$0.00
TOTAL - Quality Level A		0	0	0	0	0	0	0	0	0	\$0.00
2 - QUALITY LEVEL B											
2.1 - Quality Level B											
Roundabout at Cedar Point Drive - 1,000 LF		295	4	2	4			1			\$3,312.40
Pavement Widening at Remington - 1,200 LF		270	4	2	4			1			\$3,299.40
Pavement Widening at Sycamore Line - 1,000 L.F.		245	2		2						\$401.90
Sidewalk Addition - Harbour Pkwy to E Shoreway Dr - 2,250 L.F.		320	4	4	6						\$1,127.40
Total - Quality Level B		1130	14	8	16	0	0	2	0	0	\$8,141.10
3 - TRAFFIC CONTROL											
3.1 - Traffic Control											
3.1.A - Project Manager											\$0.00
3.1.B - Labor											\$0.00
Total - 3 Traffic Control		0	0	0	0	0	0	0	0	0	\$0.00
4 - MISCELLANEOUS											
4.1 - Miscellaneous											
4.2.A - Permit Fees											\$0.00
4.2.B - Design / Surveying Vehicle											\$0.00
4.2.C - Vacuum Truck											\$0.00
4.2.D - Mileage											\$0.00
4.2.E - Other											\$0.00
TOTAL - Miscellaneous		0	0	0	0	0	0	0	0	0	\$0.00
TOTAL AUTHORIZED PARTS		1130	14	8	16	0	0	2	0	0	\$8,141
IF-AUTHORIZED TASKS:											
1.1 - Quality Level A	Depth 0' - 7'	590	6	4	10	2	5	2		5	\$12,484.30
											\$0.00
											\$0.00
											\$0.00
TOTAL IF-AUTHORIZED PARTS		590	6	4	10	2	5	2	0	5	\$12,484
GRAND TOTAL		1720	20	12	26	2	5	4	0	5	\$20,625

January 10, 2022

Anthony J. Lenhart, PE
Project Manager, Transportation
2550 Corporate Exchange Dr, STE 300
Columbus, Ohio 43231

RE: ERI 6 – 9.07
R/W Acquisition Costs

Mr. Lenhart:

O.R. Colan Associates (ORC) is pleased to provide a cost proposal to perform turnkey right of way acquisition services for the parcels outlined in the attachment for the **City of Sandusky's ERI 6 – 9.07** project. The services, scope and fees proposed are based on ORC following the Ohio Department of Transportation's (ODOT) Policy and Procedures related to property acquisition.

This proposal is presented on a parcel parcel/task basis, and we have proposed fees that include Project Management, Title Research, Appraisal, Negotiation, Relocation and Closings. It should be noted that the appraisal formats are our best estimate based upon the information provided and may be subject to change once a formal appraisal scoping discussion has taken place with the Appraisal Reviewer. ORC has not included an appraiser reviewer in our proposal as this is commonly contracted by the Local Public Agency. It should be noted that at the time of this submittal final plans have not been designed therefore assumptions have been made as noted below. Should the needed services require a change in the future, we reserve the right to adjust our fees and scope accordingly.

- Parcel 1 – WD, T – understanding is that the sign structure will be avoided which has resulted in an estimated Value Finding Report.
- Parcel 3 – WD, T – understanding is there will be no access to the site, therefore total take resulting in summary narrative appraisal, and sign valuation will be needed for the billboard structures.
- Parcel 4 – WD, T – understanding is there will be no access to the site, therefore total take resulting in summary narrative appraisal.
- Parcel 5 – WD, T – Large complex commercial property with multiple businesses impacted. Likely damages due to loss of parking. Understanding is that this will all need appraised which is very complex assignment resulting in Before & After Summary Narrative Appraisal. If scope is reduced upon final plans/scoping meeting with reviewer this scope may be reduced.
- Billboards – understanding is that there are two billboards on site. Once we conduct interviews and complete RE-95 forms this may be reduced or increased dependent upon the number of non-residential businesses that are in fact impacted. For planning we have estimated two.

ORC has provided a fee breakdown on ODOT's cost proposal form along with a second attachment that provides a detailed fee breakdown by parcel/task. ORC was asked to provide both a cost for Cleveland Road & Remington Avenue, Cleveland Road & Cedar Point Drive along with an If Authorized Fee for up to 10 additional parcels. This has been detailed accordingly within the attachments.

ORC greatly appreciates the opportunity to assist Structurepoint on this assignment. If you have any questions or require further information, please do not hesitate to contact me at (440) 827-6116 ext. 205.

Respectfully,

A handwritten signature in blue ink, appearing to read "Benjamin Zera".

Benjamin Zera
Project Manager

cc: Project File

EXHIBIT "A"

Cost Proposal
City of Sandusky - ERI 6

O.R. Colan Associates

Date: 10-Jan-22

Cleveland Rd. & Remington Ave.

APN	Owner	Estimated Take	Appraisal Format	Appraisal Fee	PM Fee	Title Report - 42 Year	Negotiation	RE 95	Closing	Mortgage Release	Recording/ Copies	Title Update App.	Relocation PM	Non Residential Relocation - Billboard	Site Survey	
57-00771.000	Cedar Point Park LLC	WD,T	Land Only Narrative	\$ 1,800.00	\$ 1,000.00	\$ 750.00	\$ 2,100.00	\$ 300.00	\$ 650.00	\$ 400.00	\$ 100.00	\$ 150.00				
57-04915.000	Robert G. Schoen	WD,T	Value Analysis	\$ 850.00	\$ 1,000.00	\$ 750.00	\$ 2,100.00	\$ 300.00	\$ 650.00		\$ 100.00	\$ 150.00				
57-03457.000	Sunny & Hinesh Patel	WD,T	Before & After Narrative	\$ 5,000.00	\$ 1,000.00	\$ 750.00	\$ 2,100.00	\$ 300.00	\$ 650.00	\$ 400.00	\$ 100.00	\$ 150.00				
57-01477.000	Yang Properties LLC	WD,T	Before & After Narrative	\$ 6,000.00	\$ 1,000.00	\$ 750.00	\$ 2,100.00	\$ 300.00	\$ 650.00	\$ 400.00	\$ 100.00	\$ -				
Billboard #1	TBD	Fee			\$ 250.00	\$ -	\$ 1,400.00		\$ 250.00		\$ -	\$ -	\$ 300.00	\$ 5,000.00	\$ 650.00	
Billboard #2	TBD	Fee			\$ 250.00	\$ -	\$ 1,400.00		\$ 250.00		\$ -	\$ -	\$ 300.00	\$ 5,000.00	\$ 650.00	
57-01381.000, 57-01378.000, 57-01380.000, 57-01379.000	S & S Realty, Ltd.	WD,T	Before & After Narrative	\$ 14,000.00	\$ 1,000.00	\$ 750.00	\$ 2,100.00	\$ 300.00	\$ 650.00	\$ 400.00	\$ 100.00	\$ -				
				\$ 27,650.00	\$ 5,500.00	\$ 3,750.00	\$ 13,300.00	\$1,500.00	\$3,750.00	\$1,600.00	\$ 500.00	\$ 450.00	\$ 600.00	\$ 10,000.00	\$ 1,300.00	
															Total	\$ 69,900.00

Cleveland Rd. & Cedar Point Dr.

APN	Owner	Estimated Take	Appraisal Format	Appraisal Fee	PM Fee	Title Report - 42 Year	Negotiation	RE 95	Closing	Mortgage Release	Recording/ Copies	Updates
57-00871.000	LLL Investments, LTD	WD,T	Value Analysis	\$ 850.00	\$ 1,000.00	\$ 750.00	\$ 2,100.00	\$ -	\$ 650.00	\$ -	\$ 100.00	\$ -
57-04481.000	Loris Printing	WD,T	Value Analysis	\$ 850.00	\$ 1,000.00	\$ 750.00	\$ 2,100.00	\$ -	\$ 650.00	\$ -	\$ 100.00	\$ -
				\$ 1,700.00	\$ 2,000.00	\$ 1,500.00	\$ 4,200.00	\$ -	\$1,300.00	\$ -	\$ 200.00	\$ -
											Total	\$ 10,900.00
											Total Authorized	\$ 80,800.00

If Authorized

APN	Owner	Estimated Take	Appraisal Format	Appraisal Fee	PM Fee	Title/Abb.	Negotiation	RE-95	Closing	Mortgage Release	Recording/Copies	Updates
TBD	TBD	WD,T	Value Finding	\$ 1,550.00	\$ 1,000.00	\$ 750.00	\$ 2,100.00	\$ 300.00	\$ 650.00	\$ 400.00	\$ 100.00	\$ 150.00
TBD	TBD	WD,T	Value Finding	\$ 1,550.00	\$ 1,000.00	\$ 750.00	\$ 2,100.00	\$ 300.00	\$ 650.00	\$ 400.00	\$ 100.00	\$ 150.00
TBD	TBD	WD,T	Value Finding	\$ 1,550.00	\$ 1,000.00	\$ 750.00	\$ 2,100.00	\$ 300.00	\$ 650.00	\$ 400.00	\$ 100.00	\$ 150.00
TBD	TBD	WD,T	Value Finding	\$ 1,550.00	\$ 1,000.00	\$ 750.00	\$ 2,100.00	\$ -	\$ 650.00	\$ 400.00	\$ 100.00	\$ 150.00
TBD	TBD	T	Value Analysis	\$ 850.00	\$ 1,000.00	\$ 400.00	\$ 2,100.00	\$ -	\$ 400.00	\$ -	\$ 75.00	\$ 150.00
TBD	TBD	T	Value Analysis	\$ 850.00	\$ 1,000.00	\$ 400.00	\$ 2,100.00	\$ -	\$ 400.00	\$ -	\$ 75.00	\$ 150.00
TBD	TBD	T	Value Analysis	\$ 850.00	\$ 1,000.00	\$ 400.00	\$ 2,100.00	\$ -	\$ 400.00	\$ -	\$ 75.00	\$ 150.00
TBD	TBD	T	Value Analysis	\$ 850.00	\$ 1,000.00	\$ 400.00	\$ 2,100.00	\$ -	\$ 400.00	\$ -	\$ 75.00	\$ 150.00
TBD	TBD	T	Value Analysis	\$ 850.00	\$ 1,000.00	\$ 400.00	\$ 2,100.00	\$ -	\$ 400.00	\$ -	\$ 75.00	\$ 150.00
TBD	TBD	T	Value Analysis	\$ 850.00	\$ 1,000.00	\$ 400.00	\$ 2,100.00	\$ -	\$ 400.00	\$ -	\$ 75.00	\$ 150.00
				\$ 11,300.00	\$ 10,000.00	\$ 5,400.00	\$ 21,000.00	\$ 900.00	\$5,000.00	\$1,600.00	\$ 850.00	\$ 1,500.00
											Total If Authorized	\$ 57,550.00

TOTAL \$ 138,350.00

RW ACQUISITION SERVICES COST PROPOSAL

Company Name: O.R. Colan Associates

District: 3

Date: January 10, 2022

PID NO.: 114056

Task No.: N/A

Project CRS: ERI 6 - 9.07

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. Project Management - line items found in sections below	parcel			
2. Appraisal				
a. RE 95 Preparation	parcel	5	\$300.00	\$1,500.00
b. R/W Appraisal Report (RE 25-17) S&S REALTY	parcel	1	\$14,000.00	\$14,000.00
RW Appraisal Report (RE 25 - 17) YANG PROP.	parcel	1	\$6,000.00	\$6,000.00
R/W Appraisal Report (RE 25-17) PATEL	parcel	1	\$5,000.00	\$5,000.00
c. Limited Scope R/W Appraisal Report (RE 25-17)	parcel			\$0.00
d. Value Finding (RE 90)	parcel	1	\$1,800.00	\$1,800.00
e. Value Analysis	parcel	3	\$850.00	\$2,550.00
f. Project Data Book	parcel			\$0.00
g. Project Management	parcel	7	\$250.00	\$1,750.00
SECTION SUBTOTAL				\$32,600.00
3. Appraisal Review				
a. R/W Appraisal Report(RE 25-16)	parcel			\$0.00
b. Limited Scope R/W Appraisal Report (RE 25-16)	parcel			\$0.00
c. Value Finding (RE 25-14)	parcel			\$0.00
d. Value Analysis (RE 25-13)	parcel			\$0.00
e. USPAP Review (RE 25-12)	parcel			\$0.00
f. Parcel Impact Note	parcel			\$0.00
g. Appraisal Problem Analysis	parcel			\$0.00
h. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
4. Title Researches				
a. Abbreviated Titles	parcel			\$0.00

b. Full Title (42 year)	parcel	7	\$750.00	\$5,250.00
c. Title Update	parcel			\$0.00
d. Project Management	parcel	7	\$250.00	\$1,750.00
SECTION SUBTOTAL				\$7,000.00
SECTION TOTAL				\$39,600.00

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel	7	\$2,100.00	\$14,700.00
b. Bill of Sale Negotiation	Per BS Parcel	2	\$1,400.00	\$2,800.00
c. Negotiation Trainee	parcel			\$0.00
d. Project Management	parcel	9	\$250.00	\$2,250.00
SECTION SUBTOTAL				\$19,750.00
6. Closings				
a. Mail Out	parcel	2	\$250.00	\$500.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel	7	\$650.00	\$4,550.00
c. Formal - structure parcels	parcel			\$0.00
d. Title Update for Appropriation	parcel	3	\$150.00	\$450.00
e. Mortgage Release	per release	4	\$400.00	\$1,600.00
f. Project Management	per release	7	\$250.00	\$1,750.00
SECTION SUBTOTAL				\$8,850.00
7. Relocation Assistance Services				
a. Residential offer made	parcel			\$0.00
b. Residential final billing	parcel			\$0.00
c. Commercial Offer made	parcel	2	\$2,500.00	\$5,000.00
d. Commercial final billing	parcel	2	\$2,500.00	\$5,000.00
e. Personal Property final billing	parcel			\$0.00
f. Pre-Acquisition Survey/Interview	parcel	2	\$650.00	\$1,300.00
g Pre-Acquisition Report	parcel			\$0.00
Project Management for h Relocation/Relocation Review	parcel	2	\$300.00	\$600.00
SECTION SUBTOTAL				\$11,900.00

8 Relocation Review				
a. Residential Review	parcel			\$0.00
b. Commercial Review	parcel			\$0.00
c. Personal Property Review	parcel			\$0.00
d. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9. Asbestos				
a. Collection/Reporting	parcel			\$0.00
b. Testing	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
10. Miscellaneous				
a. Red Books	parcel			\$0.00
b. Meetings and Testimony for appropriations	parcel			\$0.00
c. Property Management	parcel			\$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel	7	\$100.00	\$700.00
f. R/W Cost Estimate (RE-101)	parcel			\$0.00
SECTION SUBTOTAL				\$700.00
SECTION TOTAL				\$41,200.00
GRAND TOTAL				\$80,800.00

IF AUTHORIZED	\$57,550.00
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AUTHORIZED & IF AUTHORIZED	\$138,350.00
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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., Public Works Engineer

Date: March 16, 2022

Subject: **Commission Agenda Item – Award Contract for 2022 Local Street Resurfacing Project**

ITEM FOR CONSIDERATION: Legislation awarding a contract to Precision Paving, Inc. of Milan, OH for the 2022 Local Street Resurfacing Project.

BACKGROUND INFORMATION: This project consists of addressing seventy-eight (78) of the worst asphalt street sections in the City, based on observations, complaints, high-incident repair areas and an independent survey completed by TransMap in 2015. Proposed work consists primarily of a thin asphalt overlay on the surface of these segments. In addition to the overlay, segments needing more than just surface work will receive additional “milling” and possibly excavation to address structural problem areas in the pavement. Most of these streets listed have not seen new pavement in over 20 years, with some reportedly in the range of 30-40 years. The complete list of roadway segments is attached herein (exhibit “A”).

None of the alternate items were awarded, as that would have put the award amount in excess of the the Engineer’s estimate and none of the items were considered emergency. Alternate bid item “A” was additional street segments that would have been added to the list of 78. Alternate bid item “B” was a surface sealing/waterproofing process to add longevity to the pavements. Alternate bid item “C” was the installation of a guardrail on the Eastern end of the City along Cleveland Rd. where the roadway tapers near an embankment leading to Sandusky Bay.

A total of two bids were received on Thursday, March 10, 2022 at a formal public bid opening;

Precision Paving, Inc.	Base Bid	\$1,794,328.35
Milan, OH	Alternate “A”	\$137,990.50
100% BID BOND	Alternate “B”	\$50,000.00
	Alternate “C”	\$12,400.00
Erie Blacktop, Inc.	Base Bid	\$1,888,814.50
Sandusky, OH	Alternate “A”	\$138,864.35
100% BID BOND	Alternate “B”	\$52,500.00
	Alternate “C”	\$12,800.00

The engineer’s estimate for the project was set at \$1,799,590.11. Because Federal funds are intended to be used to pay for this work, Local Preference does not apply.

The contractual schedule for completion of this project is Friday, September 2, 2022.

BUDGETARY INFORMATION: The total construction cost of the project based on bids is \$1,794,328.35 which will be funded accordingly:

Stimulus (Federal) funds	\$1,232,713.02
Parking & Admission Tax	\$ 140,000.00
State Gas Tax Money	\$ 28,000.00
Capital Streets	\$ 60,000.00
Water Funds	\$ 180,102.66
Sewer Funds	\$ 153,512.67

ACTION REQUESTED: It is recommended that proper legislation be prepared to award a contract to Precision Paving Inc. of Milan, OH for the 2022 Local Street Resurfacing Project in an amount not to exceed \$1,794,328.35 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to complete the project prior to the construction completion deadline of September 2, 2022.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

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

EXHIBIT "A"

STREET	FROM	TO
42 ST	COLUMBUS AVE	HANCOCK ST
42 ST	HANCOCK ST	MILAN RD
44 ST	COLUMBUS AVE	HANCOCK ST
46 ST	HANCOCK ST	MILAN RD
46 ST	W FARWELL ST	HANCOCK ST
48 ST	COLUMBUS AVE	HANCOCK ST
48 ST	HANCOCK ST	MILAN RD
50 ST	HANCOCK ST	MILAN RD
50 ST	E PERKINS AVE	HANCOCK ST
CARR ST	JOHNSON ST	BUCHANAN ST
CARR ST	POLK ST	TYLER ST
CARR ST	TYLER ST	W MONROE ST
DECATUR ST	W WASHINGTON ST	W MARKET ST
DECATUR ST	W MARKET ST	W WATER ST
DIVISON ST	COLUMBUS AVE	WAYNE ST
DIXON DR	JUDY LN	KNUPKE ST
E FARWELL ST	SIXTH ST	FIFTH ST
E FARWELL ST	FIFTH ST	FOURTH ST
E FARWELL ST	SECOND ST	FIRST ST
E FARWELL ST	CLEVELAND RD	OAKMONT LN
E FARWELL ST	OAKMONT LN	SIXTH ST
E FARWELL ST	FOURTH ST	THIRD ST
E FARWELL ST	THIRD ST	SECOND ST
E. OLDGATE	ASPEN RUN RD	HERITAGE DR
E. OLDGATE	S OLDGATE RD	ASPEN RUN RD
E. PARISH	COLUMBUS AVE	WAYNE ST
E. PARISH	WAYNE	SYCAMORE LINE
E. PARISH	WILLIAMS ALLEY	CLEVELAND RD
E. PARISH	WILLIAMS ALLEY	LAKE SHORE DR
ELM ST	E MONROE ST	FRANKLIN ST
FALLEN TIMBER DR	S OLDGATE RD	ASPEN RUN RD
FOURTH ST	FISHER AVE	E FARWELL ST
FULTON ST	FOX ST	W MONROE ST
FULTON ST	PORTER ST	FOX ST
HANCOCK ST	46 ST	44 ST
HANCOCK ST	50 ST	48 ST
HANCOCK ST	42 ST	E PARISH ST
HANCOCK ST	48 ST	46 ST
HANCOCK ST	44 ST	42 ST
HANCOCK ST	E PERKINS AVE	50 ST
HARBOUR PKWY	CLEVELAND RD	HARBOUR PKWY

HARBOUR PKWY	CLEVELAND RD	HARBOUR PKWY
HARBOUR PKWY	HERON CREEK DR.	HARBOUR PKWY
HIGH ST	EOP	JACKSON ST EXT
HORSESHOE AVE	W MONROE ST	PLEASANTVIEW PL
JACKSON ST	W MONROE ST	W MADISON ST
JACKSON ST	W ADAMS ST	CENTRAL AVE
JACKSON ST	W JEFFERSON ST	W ADAMS ST
JACKSON ST	CENTRAL AVE	W WASHINGTON ST
JACKSON ST	W MADISON ST	W JEFFERSON ST
JACKSON ST EXT	HAYES AVE	HIGH ST
JACKSON ST EXT	HIGH ST	SOUTH ST
JOHN ST	E. of PROSPECT	Alley
JOHNSON ST	CAMP ST	CARR ST
JOHNSON ST	MC DONOUGH ST	HAYES AVE
JOHNSON ST	SHELBY ST	MC DONOUGH ST
JOHNSON ST	CARR ST	SHELBY ST
MARQUETTE ST	MONROE	S. END
PEARL ST	W MONROE ST	W MADISON ST
POLK ST	MC DONOUGH ST	VINE ST
POLK ST	STONE ST	MC DONOUGH ST
POLK ST	CENTRAL AVE	PROSPECT ST
POLK ST	VINE ST	CENTRAL AVE
POLK ST	PROSPECT ST	HAYES AVE
ROOSEVELT ST	CLEVELAND RD	S LARCHMONT DR
SANFORD ST	W PERKINS AVE	LANE 1
SHELBY ST	W MARKET ST	W WATER ST
SOUTH	WEST	JACKSON EXT
W BOALT ST	SADLER ST	COLUMBUS AVE
W BOALT ST	CAMPBELL ST	SADLER ST
W MARKET ST	SHELBY ST	MC DONOUGH ST
W MARKET ST	PEARL ST	SHELBY ST
W MARKET ST	LAWRENCE ST	FULTON ST
W MARKET ST	MC DONOUGH ST	LAWRENCE ST
W MARKET ST	DECATUR ST	JACKSON ST
W OSBORNE ST	LINDSLEY ST	CAMPBELL ST
WEST ST	CENTER ST	W PARK ST
WEST ST	SOUTH ST	CENTER ST

SEGMENTS

MILES

CERTIFICATE OF FUNDS

In the Matter of: 2022 Resurfacing Project

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

Account #240-0000-55990, 216-6110-53000, 431-6200-55990, 431-6503-55990, 612-5700-55990, 613-5700-55990

By: 

Michelle Reeder

Finance Director

Dated: 3/23/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRECISION PAVING INC., OF MILAN, OHIO, FOR THE 2022 LOCAL STREET RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed 2022 Local Street Resurfacing Project involves the resurfacing with asphalt overlay of many of the worst asphalt street segments in the City, encompassing 78 street segments totaling over 7.3 miles of road, and depending on the condition of the street, the work may include milling and possibly excavation to address structural problems in the pavement; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed 2022 Local Street Resurfacing Project by Resolution No. 014-22R, passed on February 14, 2022; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bid was received and the bid from Precision Paving, Inc., of Milan, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost of this project is \$1,794,328.35 and will be paid as follows:

American Rescue Plan Act Stimulus Funds	\$1,232,713.02
Parking & Admission Tax Funds	\$ 140,000.00
State Gas Tax Funds	\$ 28,000.00
Capital Streets Funds	\$ 60,000.00
Water Funds	\$ 180,102.66
Sewer Funds	\$ 153,512.67

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 the contractor to complete the project prior to the construction completion deadline of September 2, 2022; and

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

Section 1. The City Manager is authorized and directed to enter into a contract with Precision Paving, Inc., of Milan, Ohio, for the 2022 Local Street Resurfacing Project in an amount **not to exceed** One Million Seven Hundred Ninety Four Thousand Three Hundred Twenty Eight and 35/100 Dollars

(\$1,794,328.35) consistent with the bid submitted by Precision Paving, Inc., of Milan, Ohio, currently on file in the office of the Director of Public Works.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance 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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022



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., Public Works Engineer

Date: March 18, 2022

Subject: **Commission Agenda Item – Award the Eastside and Westside Interceptors Cleaning Project to C & K Industrial, Inc. of Independence, OH**

ITEM FOR CONSIDERATION: Legislation awarding a contract to C & K Industrial, Inc. of Independence, OH for the Eastside and Westside Interceptors Cleaning Project.

BACKGROUND INFORMATION: With the approval from City Commission at the February 28, 2022, meeting, Resolution 016-22R, staff began soliciting for bids on the Eastside and Westside Interceptors Cleaning project. This project consists of cleaning the sewer interceptors west of the Wastewater Treatment Plant to Monroe Street and eastward towards Farwell Street. The sewer interceptors are large diameter pipes that carry flows from the eastern and western extents of the City's combined and sanitary sewer system to the Wastewater Treatment Plant on Harrison Street. While sewers are designed to be as self-cleaning as possible, the heavier sediment and waste solids "fall out" of the flow of sewage and accumulate as buildup in the bottom of the pipe. Any buildup in this line reduces its capacity, by reducing its effective area and slowing the flow with particles built up along the bottom. This has been compounded by the high bay levels over the past few years, as sediment-laden lake and bay waters have emptied into the combined sewer system through existing outfalls depositing silt into the sewers, including these interceptors.

Bids were due to the City no later than Friday, March 18, 2022, of which a total of two (2) bids were received;

C & K Industrial, Inc.	\$594,930.85	National Power Rodding	\$1,857,975.00
Independence, OH	100% Bid Bond	Chicago, IL	100% Bid Bond

The engineer's estimate for the base bid was \$691,061.00, it has been determined that C & K Industrial Inc. of Independence, OH is the lowest and best bidder.

BUDGETARY INFORMATION: The total construction cost for the project shall not exceed \$594,930.85 and shall be paid with sewer funds.

ACTION REQUESTED: It is requested that legislation be approved awarding a contract to C & K Industrial, Inc. of Independence, OH for the Eastside and Westside Interceptors Cleaning Project in an amount not to exceed \$594,930.85 and the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for the contract to begin work to meet the November 18, 2022, project completion date.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director

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

CERTIFICATE OF FUNDS

In the Matter of: Eastside & westside Interceptor Cleaning 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 #613-5467-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/23/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH C & K INDUSTRIAL SERVICES, INC., OF INDEPENDENCE, OHIO, FOR THE EASTSIDE AND WESTSIDE INTERCEPTORS CLEANING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity to proceed with the proposed Eastside and Westside Interceptors Cleaning Project by the passage of Resolution No. 016-22R, passed on February 28, 2022; and

WHEREAS, the Eastside and Westside Interceptors Cleaning Project provides for the cleaning of the sewer interceptors west of the Wastewater Treatment Plant to Monroe Street and eastward towards Farwell Street; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from C & K Industrial Services, Inc., of Independence, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost for the project is \$594,930.85 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the contractor to begin work and meet the project completion date of November 18, 2022; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with C & K Industrial Services, Inc., of Independence, Ohio, for the Eastside and Westside Interceptors Cleaning Project in an amount **not to exceed** Five Hundred Ninety Four Thousand Nine Hundred Thirty and 85/100 Dollars (\$594,930.85) consistent with the bid submitted by C & K Industrial Services, Inc., of Independence, 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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: March 16, 2022

Subject: Commission Agenda Item – Enterprise Zone (EZ) Tax Abatement Agreement – American Quality Stripping, Inc.

Items for Consideration: Legislation approving an Enterprise Zone Tax Abatement Agreement with American Quality Stripping, Inc. for improvements to the property at 1310 Cleveland Road, Sandusky, Ohio.

Background Information: American Quality Stripping, Inc. was founded in Sandusky, Ohio in 1987. The company provides professional chemical coating removal as well as conventional blasting services. The company is currently located at 1750 5th Street.

In order to accommodate the future growth of the company, American Quality Stripping has acquired the vacant, 96,000 square foot industrial building at 1310 Cleveland Road. The company plans to relocate its existing 44 full-time employees and create ten new full-time employment positions over a period of five years at the new location.

American Quality Stripping plans to invest at least \$1,700,000 in building renovations and \$700,000 on equipment purchase and installation at the new facility.

Staff recommends the approval of a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property. Pursuant to Ohio Revised Code Section 5709.83, the Sandusky City Schools were provided the required notification on March 14, 2022.

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy and will retain 44 full-time employment positions and create ten (10) permanent full-time positions subject to City income tax.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an Enterprise Zone Tax Abatement Agreement with the Company. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Enterprise Zone Tax Abatement Agreement to ensure the full benefit of the abatement is realized.

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

cc: Brendan Heil, Law Director, Michelle Reeder, Finance Director, Cathy Myers, Clerk of the City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH AMERICAN QUALITY STRIPPING, INC., RELATING TO PROPERTY LOCATED AT 1310 CLEVELAND ROAD, AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

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

WHEREAS, American Quality Stripping, Inc. was founded in Sandusky in 1987 and provides professional chemical coating removal as well as conventional blasting services and is currently located at 1750 Fifth Street; and

WHEREAS, in order to accommodate the future growth of the company, American Quality Stripping has acquired the vacant, 96,000 square foot industrial building at 1310 Cleveland Road and plans to relocate to the new location and invest at least \$1,700,000 in building renovations and \$700,000 on equipment purchase and installation at the new facility; and

WHEREAS, the City received a request for Enterprise Zone tax abatement from American Quality Stripping, Inc., for their relocation and development project; and

WHEREAS, it is recommended to approve a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property, based on the investment and the importance of the project to positively impact the City economically; and

WHEREAS, pursuant to Ohio Revised Code §5709.83, the Board of Education of the Sandusky City Schools was notified in writing of the request for tax exemption by letter dated March 14, 2022; and

WHEREAS, this project will have an ongoing positive impact the City's General Fund as 25% of the increase in assessed value will be subject to real

estate taxes during the abatement period and the project will help sustain employment in the local economy by retaining forty-four (44) full-time employment positions and creating ten (10) permanent full-time positions subject to City income tax; and

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

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

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

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

Section 2. The City Manager is hereby authorized and directed to execute the Enterprise Zone Agreement with American Quality Stripping, Inc., on behalf of the City in accordance with the terms and conditions as contained in the form of the agreement marked Exhibit "1" attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

ENTERPRISE ZONE AGREEMENT

This ENTERPRISE ZONE AGREEMENT (the "Agreement") is made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 240 Columbus Avenue, Sandusky, Ohio 44870 (the "City"), and American Quality Stripping, Inc., an Ohio for-profit corporation, with mailing address of 1750 Fifth Street, Sandusky, Ohio 44870 (the "Company").

WITNESSETH:

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

WHEREAS, the Company has purchased the property located at 1310 Cleveland Road, Sandusky, Ohio 44870 and further identified as Permanent Parcel #57-05707.000, #57-04386.000 and #57-04384.000, which may be amended, consolidated or subdivided, as the case may be. The Company is now desirous of redeveloping the building to accommodate the relocation and expansion of the Company's industrial coating removal and surface preparation operations. The Company will invest at least \$2,400,000.00 into this project (the "Project"), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

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

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

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

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

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

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

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

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

agreement with respect to matters hereinafter contained;

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

1. The Company shall redevelop the property to accommodate the relocation and expansion of the Company's industrial coating removal and surface preparation operations. The Company estimates an anticipated investment for the Project of \$2,400,000.00. The Project represents a significant new investment on the site. The construction is expected to be completed by December 31, 2022.

2. The Company shall retain 44 full time equivalent employment positions in the City and create or cause to be created the equivalent of ten (10) new full-time job opportunities by December 31, 2027.

The Company, and its affiliated entities, currently has no full-time permanent employees, no part-time permanent employees, no temporary employees, and no part-time temporary employees at the Project site. In total, the Company, and its affiliated entities will have 54 full-time permanent employees, no part-time permanent employees, no full-time temporary employees, and no part-time temporary employees in the State of Ohio.

This total increase in the number of employees over the entire job creation period will result in approximately \$425,000.00 (dollars) of additional annual payroll for the Company or made possible by the Company. The following is an itemization by the type of new jobs created: permanent full-time \$425,000.00, permanent part-time \$0, temporary full-time \$0, and temporary part-time \$0.

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

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

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

Year of Tax Exemption

Tax Exemption Amount

YR 1	75%
YR 2	75%
YR 3	75%
YR 4	75%
YR 5	75%
YR 6	75%
YR 7	75%
YR 8	75%
YR 9	75%
YR 10	75%

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

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

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

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

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

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

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City revokes the

designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Company materially fails to fulfill its obligations under this agreement and the City terminates or modifies the exemptions from taxation granted under this agreement.

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

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

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

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

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

15. The City has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Company

is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, sexual orientation, gender identity or expression, disability, color, national origin, or ancestry.

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

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

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

[Signature page follows.]

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this ____ day of _____, 2022 and American Quality Stripping, Inc., by Richard Finneran, its Vice President, has caused this instrument to be executed on this ____ day of _____, 2022.

CITY OF SANDUSKY, OHIO

By: _____
Eric Wobser, City Manager

AMERICAN QUALITY STRIPPING, INC.
An Ohio for-profit corporation

By: _____
Richard Finneran, Vice President

EXHIBIT "1"

Approved as to form:

By: _____
Director of Law

Date: _____, 2022

EXHIBIT A

[Attach Application]

EXHIBIT "1"

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

Ohio Development Service Agency

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the _____ (local legislative authorities) _____ located in the County of Erie and _____ (enterprise) American Quality Stripping, Inc.

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

American Quality Stripping, Inc.

enterprise name

Richard Finneran

contact person

419-625-6288

telephone number

1750 5th Street, Sandusky, OH 44870

address

- 1b. Project site:

Richard Finneran

contact person

419-357-2485

telephone number

1310 Cleveland Rd., Sanusky, OH 44870

address

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

Manufacturing - Finishing services provided to the manufacturing industry

- 2b. List primary 6 digit NAICS # 332813 .

Business may list other relevant SIC numbers.

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

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

Corporation

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

Richard Finneran VP

Timothy Finneran President

4. Is business seasonal in nature? Yes___ No X

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

44 Employees

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

Yes X No___

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

From: 1750 5th Street, Sandusky, OH 44870

To: 1310 Cleveland Road, Sandusky, OH 44870

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

FTE 44

- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: Employment levels will increase after the relocation.

All existing equipment will be transferred and additional equipment will be purchased.

- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? Retain current 44 FTE and add 2 FTE per year

- 6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No x

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

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes___ No x

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes___ No x

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Yes___ No x

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

EXHIBIT "1"

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

See Attached

9. Project will begin March _____, 2022 and be completed _____
December _____, 2022 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): Retain current 44 FTE and hire additional 10 employees

10b. State the time frame of this projected hiring: 5 years

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

Family-owned American Quality Stripping (AQS) was founded by Tim Finneran in Sandusky, Ohio in 1987, and provides coating removal and surface preparation to the automotive, appliance, logistics, lawn equipment, and all part-making industries. In 2006, leadership team Rick & Sean Finneran began working with the company, since which time they have averaged 10-15% growth per year with current sales in excess of \$5million. Growth has been driven by new customer acquisition and investments in machinery and equipment and processes including a new in-house lab. The company currently employs 46 FTE operating on a three-shift schedule in a partially leased estimated 27,000 square foot facility. To accommodate and continue their growth, the company is looking to purchase a vacant 96,000 square foot building that would keep the business located in the City of Sandusky. This project requires a \$3.6million investment on behalf of the company, which includes acquisition, improvements, and machinery and equipment. The added space will allow the company to quote new work that they are not able to accommodate now, including part washing primarily for the automotive industry. The company will finance the project through a locally headquartered bank and SBA programs and is requesting support by the City of Sandusky.

Throughout the history of this Cleveland Rd building, it was utilized as a warehouse and/or distribution facility.

EXHIBIT "1"

employees): Plan to hire 2 additional employees per year for 5 years

- 11a. Estimate the amount of annual payroll such new employees will add \$ 85,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).
- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 2,200,000
12. Market value of the existing facility as determined for local property taxation.
\$ 1,200,000
- 13a. Business's total current investment in the facility as of the proposal's submission.
\$ 2,900,000
- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
\$ N/A

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	<u>Minimum</u>	<u>Maximum</u>
A.Acquisition of Buildings:	\$ <u>1,200,000</u>	\$
B.Additions/New Construction:	\$ <u>0</u>	\$
C.Improvements to existing buildings:	\$ <u>1,700,000</u>	\$
D.Machinery & Equipment:	\$ <u>700,000</u>	\$
E.Furniture & Fixtures:	\$ <u>---</u>	\$
F.Inventory:	\$ <u>---</u>	\$
Total New Project Investment:	\$ <u>3,600,000</u>	\$

15. a. Business requests the following tax exemption incentives: 100 % for 20 years covering real _____ and/or personal property including inventory _____ as described above. Be specific as to type of assets, rate, and term.
-
-

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

Submission of this application expressly authorizes (name of the local jurisdiction) and/off (name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

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

American Quality Striping, Inc 2/18/2022
Name of Enterprise Date

Richard Finneran Richard Finneran V.P.
Signature Typed Name and Title

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

** Attach to Final Enterprise Zone Agreement as Exhibit A

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

Ohio Development Services Agency

Ohio Enterprise Zone Program

Question 15. b.

AQS is requesting tax incentives to help mitigate costs from higher real estate taxes incurred if a facility's value increases. AQS is purchasing a building for \$1,200,000, then proposing to invest an additional \$1,700,000 in building upgrades and infrastructure. This will not increase the real estate value by the full amount of \$1,700,000, but these improvements will increase the value of the property.

AQS has plans to keep the business in Sandusky, retain and add employees, and grow our business. This decision to stay in Sandusky comes at a premium cost. We could relocate our business to other surrounding cities, at lower building costs, but we appreciate Sandusky. We are requesting Real Estate Tax Incentives to help offset some of these added costs.

EXHIBIT "1"



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: March 16, 2022

Subject: Commission Agenda Item – Enterprise Zone (EZ) Tax Abatement Agreement – Pipe Creek Wharf, LLC

Items for Consideration: Legislation approving an Enterprise Zone Tax Abatement Agreement with Pipe Creek Wharf, LLC for improvements to the property at 2330 River Road, Sandusky, Ohio.

Background Information: Pipe Creek Wharf, LLC seeks to develop a new destination waterfront bar and restaurant at 2330 River Avenue. The company purchased the .74 acre property in September 2021, cleared the site, and obtained site plan approval from the Planning Commission in February 2022 for the construction of a 3,300 square foot building. The new building will be constructed by RDS Construction, LLC of Avon, Ohio.

The new restaurant and bar is expected to employ at least twelve (12) full time equivalent employees. The total project cost is estimated to be at least \$1.3M.

Staff recommends the approval of a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property. Pursuant to Ohio Revised Code Section 5709.83, the Sandusky City Schools were provided the required notification on March 3, 2022.

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy and will create at least twelve (12) permanent full-time positions subject to City income tax.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an Enterprise Zone Tax Abatement Agreement with the Pipe Creek Wharf, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Enterprise Zone Tax Abatement Agreement to ensure the full benefit of the abatement is realized.

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Clerk of the City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH PIPE CREEK WHARF, LLC, RELATING TO PROPERTY LOCATED AT 2330 RIVER ROAD, AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

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

WHEREAS, Pipe Creek Wharf, LLC, has purchased property at 2330 River Avenue and plans to develop a new destination waterfront bar and restaurant with the construction of a 3,300 square foot building and a total estimated project cost to be at least \$1.3 million; and

WHEREAS, the City received a request for Enterprise Zone tax abatement from Pipe Creek Wharf, LLC, for their development project; and

WHEREAS, it is recommended to approve a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property, based on the investment and the importance of the project to positively impact the City economically; and

WHEREAS, pursuant to Ohio Revised Code §5709.83, the Board of Education of the Sandusky City Schools was notified in writing of the request for tax exemption by letter dated March 3, 2022; and

WHEREAS, this project will have an ongoing positive impact the City's General Fund as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period and the project will help sustain employment in the local economy and create twelve (12) permanent full-time positions subject to City income tax; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to

immediately execute the agreement and to ensure the full benefit of the abatement is realized; and

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

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

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

Section 2. The City Manager is hereby authorized and directed to execute the Enterprise Zone Pipe Creek Wharf, LLC, on behalf of the City in accordance with the terms and conditions as contained in the form of the agreement marked Exhibit "1" attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 28, 2022

ENTERPRISE ZONE AGREEMENT

This ENTERPRISE ZONE AGREEMENT (the "Agreement") is made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 240 Columbus Avenue, Sandusky, Ohio 44870 (the "City"), and Pipe Creek Wharf, LLC, an Ohio limited liability company, with mailing address of 2330 River Avenue, Sandusky, Ohio 44870 (the "Company").

WITNESSETH:

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

WHEREAS, the Company has purchased the property located at 2330 River Avenue, Sandusky, Ohio 44870 and further identified as Permanent Parcel #57-01320.000, which may be amended, consolidated or subdivided, as the case may be. The Company now seeks to develop a new destination waterfront bar and restaurant measuring 3,300 square feet at the site. The Company will invest at least \$1,300,000.00 into this project (the "Project"), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

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

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

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

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

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

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

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

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

agreement with respect to matters hereinafter contained;

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

1. The Company shall develop a new destination waterfront bar and restaurant measuring 3,300 square feet at the site. The Company estimates an anticipated investment for the Project of \$1,300,000.00. The Project represents a significant new investment on the site. The construction is expected to be completed by December 31, 2022.

2. The Company shall create or cause to be created the equivalent of twelve (12) new full-time job opportunities by December 31, 2023.

The Company, and its affiliated entities, currently has no full-time permanent employees, no part-time permanent employees, no temporary employees, and no part-time temporary employees at the Project site. In total, the Company, and its affiliated entities will have 12 full-time permanent employees, no part-time permanent employees, no full-time temporary employees, and no part-time temporary employees in the State of Ohio.

This total increase in the number of employees over the entire job creation period will result in approximately \$500,000.00 (dollars) of additional annual payroll for the Company or made possible by the Company. The following is an itemization by the type of new jobs created: permanent full-time \$500,000.00, permanent part-time \$0, temporary full-time \$0, and temporary part-time \$0.

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

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

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

Year of Tax Exemption

Tax Exemption Amount

YR 1

75%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows.]

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this ____ day of _____, 2022 and Pipe Creek Wharf, LLC, by Patrick Murray, its Owner, has caused this instrument to be executed on this ____ day of _____, 2022.

CITY OF SANDUSKY, OHIO

By: _____
Eric Wobser, City Manager

PIPE CREEK WHARF, LLC
An Ohio limited liability company

By: _____
Patrick Murray, Owner

EXHIBIT "1"

Approved as to form:

By: _____
Director of Law

Date: _____, 2022

EXHIBIT A

[Attach Application]

EXHIBIT "1"

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

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the Stark County (local legislative authorities) located in the County of Franklin and

(enterprise)
Pipe Creek Wharf

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

Pipe Creek Wharf
enterprise name

419-656-4280
telephone number

Patrick R. Murray
contact person

2330 River Ave
address
Stark County OH 44870

- 1b. Project site:

Patrick R. Murray
contact person

N/A
telephone number

Same as above
address

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

Restaurant/Bar

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

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

N/A

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

LLC

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

Patrick R. Murray

4. Is business seasonal in nature? Yes ☒ No ☐

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

12-16 employees

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

Yes ☐ No ☒

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

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

12-16 employees

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

N/A

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

N/A

- 6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No X

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

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes ___ No X

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

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Yes ___ No X

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

N/A
EXHIBIT "1"

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

See blueprints

9. Project will begin Sept 15th, 2021 and be completed Summer, 2022 provided a tax exemption is provided.

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

12-16 employees full

10b. State the time frame of this projected hiring 6 months

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

Both

employees):

11a. Estimate the amount of annual payroll such new employees will add \$ 500,000⁰⁰ (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 500,000⁰⁰

12. Market value of the existing facility as determined for local property taxation.
\$ 1.5M - 1.75M

13a. Business's total current investment in the facility as of the proposal's submission.
\$ See above

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

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	<u>Minimum</u>	<u>Maximum</u>
A.Acquisition of Buildings:	\$	\$
B.Additions/New Construction:	\$	\$
C.Improvements to existing buildings:	\$	\$
D.Machinery & Equipment:	\$	\$
E.Furniture & Fixtures:	\$	\$
F.Inventory:	\$	\$
Total New Project Investment:	\$	\$

15. a. Business requests the following tax exemption incentives: 100 % for 10 years covering real estate and/or personal property including inventory _____ as described above. Be specific as to type of assets, rate, and term. yes

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

Centrifugation / improvement of Area in general.

Submission of this application expressly authorizes (name of the local jurisdiction) and/off (name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

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

Pipe Creek Wharf

Name of Enterprise

1.15.22

Date

[Signature]

Signature

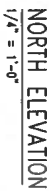
Owner

Typed Name and Title

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

** Attach to Final Enterprise Zone Agreement as Exhibit A

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





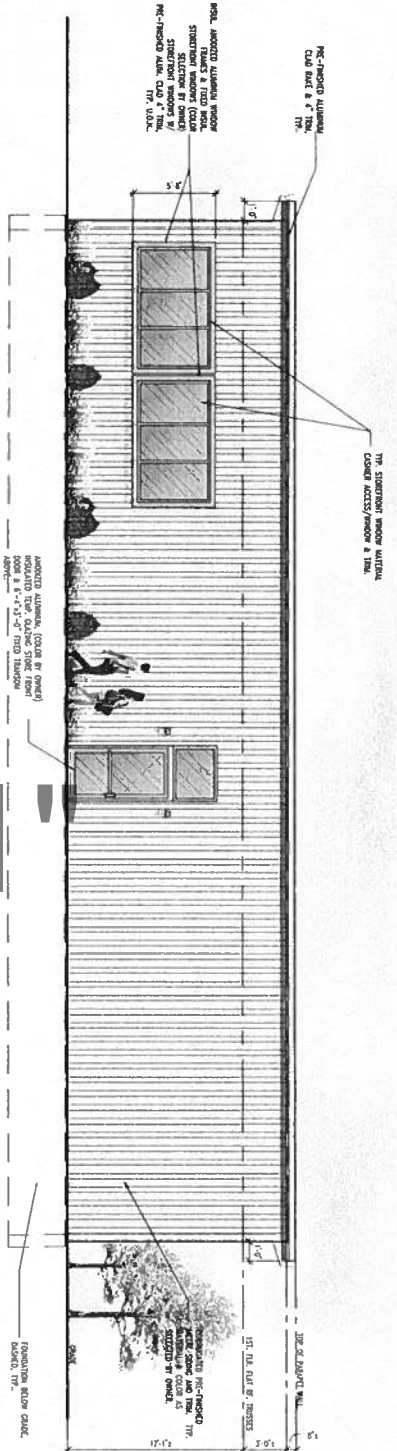
PIPE CREEK WHARF

NEW RESTAURANT

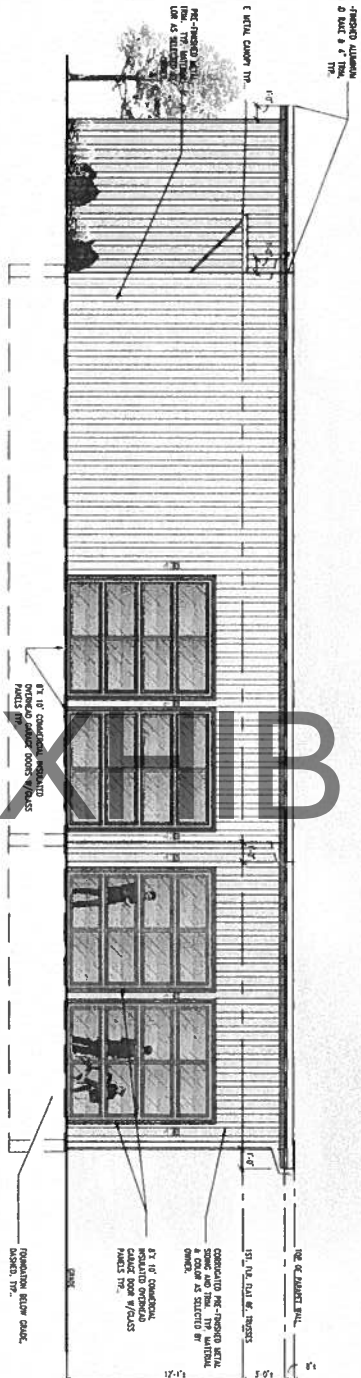
2330 RIVER AVENUE SANDUSKY, OHIO 44870

A-104

PRELIMINARY
NOT FOR
CONSTRUCTION



EAST ELEVATION
1/4" = 1'-0"



WEST ELEVATION
1/4" = 1'-0"

EXHIBIT "1"