



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
SEPTEMBER 26, 2022 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dick Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray, D. Brady, S. Poggiali
APPROVAL OF MINUTES	September 12, 2022
AUDIENCE PARTICIPATION	
SWEARING IN:	Firefighter, Tanner Reaser by Mario D'Amico, Fire Chief
COMMUNICATIONS	Motion to accept all communications submitted below
PUBLIC HEARING:	CDBG 2021 Comprehensive Annual Performance Evaluation, Nicole Grohe, CDBG
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Cathy Myers, Commission Clerk

LIQUOR PERMIT TRANSFER FOR ORPHANAGE LLC, DBA THE CLUB PATIO & GARDEN

Budgetary Information: There is no budgetary impact for this item.

Notice to Legislative Authority for a Transfer of Ownership of D1, D2, D3, D3A Licenses from Thomas Calvin Siegel to Kristi A. LoDico, located at 1220 Sycamore Line.

ITEM B – Submitted by Aaron Klein, Public Works Director

ODOT 2023 BRIDGE INSPECTION AGREEMENT

Budgetary Information: There is no budgetary impact for the City.

RESOLUTION NO. _____: It is requested a resolution be passed adopting the consent legislation submitted by the Director of the Ohio Department of Transportation for the 2023 Municipal Bridge Inspection Program Project, PID No. 117554; authorizing and directing the City Manager to sign the consent 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 C – Submitted by Josh Snyder, Public Works Engineer

SHORELINE PARK & PAPER DISTRICT MARINA PROJECT CHANGE ORDER #1 & FINAL

Budgetary Information: Change Order No. 1 and final is an (7%) increase in the amount of \$8,239.70, which will revise the original contract amount from \$115,037.00 to a final of \$123,276.70 and will come out of the Capital Parks & Recreation Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Smith Paving & Excavating, Inc., of Norwalk, Ohio, for the Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project in the amount of \$8,239.70; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Michelle Reeder, Finance Director

2023 BUDGET AMENDMENT #5

Budgetary Information: Appropriation amendments are required to update the 2022 budget. Amendments included for these funds:

- General Fund
- Street Fund
- Internal Service Bond
- Court Computerization Fund
- Sewer Fund

ORDINANCE NO. _____: It is requested an ordinance be passed adopting amendment No. 5 to Ordinance No. 22-004 passed by this City Commission on January 10, 2022, making General Appropriations for the fiscal year 2022; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Troy Vaccaro, Fleet Maintenance Chief Foreman

PERMISSION TO DISPOSE OF UNNEEDED ITEMS

Budgetary Information: Proceeds from the sale of the Mercury Outboard Engines will be placed into SFD's EMS fund, the proceeds from the Case tractor will be deposited into the Capital Funds account, all the proceeds from the Miscellaneous items will be deposited into the General Fund.

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

ITEM F – Submitted by Debi Eversole, Housing Development Specialist

ACCEPTING 12 PARCELS FOR LAND BANK

Budgetary Information: The cost of these acquisitions should be limited to transfer fees and will be paid out of the Land Bank expense account. Expenses will be recouped at the sale of the property. The taxing districts will not collect the approximate sixteen thousand five hundred seven dollars (\$16,507.00) owed in delinquent taxes.

RESOLUTION NO. _____: It is requested a resolution be passed approving and accepting certain real property for acquisition into the Land Bank Reutilization Program; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM 1 – Submitted by Jonathan Holody, Community Development Director

SALE OF PROPERTY LOCATED AT E. MARKET & WARREN STREET

Budgetary Information: The sales price per the Agreement is \$55,000.00. All sales proceeds will be deposited into the Real Estate Development Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that a portion of certain property owned by the City located at the Southwest corner of East Market Street and Warren Street, Sandusky, and identified as Parcel No. 56-01383.000, is no longer needed for any municipal purpose and authorizing and directing the City Manager to enter into an agreement to sell the designated real property to Brian and Amber Stanley; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Jonathan Holody, Community Development Director

GRANT AGREEMENT WITH PIPE CREEK WHARF

Budgetary Information: The City will be responsible for providing a total of \$140,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis. The project will have an ongoing positive impact on the general fund due to increased lodging and property taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$140,000.00 through the Economic Development Fund Program to Pipe Creek Wharf, LLC, in relation to the property located at 2330 River Avenue, Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Jason Werling, Recreation Superintendent

PURCHASE OF ICE RINK FROM GLOBAL SYNTHETIC ICE FOR JACKSON STREET PIER

Budgetary Information: The total cost of the Synthetic Ice Rink is \$88,634 and will be paid from funds donated to the City of Sandusky as part of a programing series with Civista Bank and will be expensed with funds from the capital account appropriated for amenities at the Jackson Street Pier.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend the funds for the purchase of a synthetic ice rink from Global Synthetic Ice of Oldsmar, Florida, for the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Josh Snyder, Public Works Engineer

PERMISSION TO SUBMIT GRANT APPLICATION FOR COASTAL RESILIENCE

Budgetary Information: If awarded, the estimated cost of the study, survey work and preliminary design is \$42,400, and will entirely come from the Ohio Lake Erie Commission.

RESOLUTION NO. _____: It is requested a resolution be passed approving the submission of a grant application to the Ohio Lake Erie Commission for financial assistance through the Coastal Resilience Grant Program for a study at Lions Park; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Arin Blair, Chief Planner

PDA FOR SANDUSKY SKATE PARK PROJECT WITH OHM

Budgetary Information: The design services will not exceed \$49,500 including all normal reimbursable expenses and will be funded by American Rescue Plan Act Stimulus funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Professional Design Services Agreement with OHM Advisors of Cleveland, Ohio, for the Sandusky Skate Park – Design Development Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 6 – Submitted by Cody Browning, IT Manager

BARRACUDA EMAIL ESSENTIALS COMPLETE PROTECTION

Budgetary Information: The total cost of Barracuda Email Essentials Complete Protection is \$1,497.00 per month for a potential cost of \$17,964.00 per year and will be paid with IT operating budget funds (50%), Water Funds (25%), and Sewer Funds (25%).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a managed services agreement for subscription licensing for Barracuda Essentials Complete Protection with Computers at Work, Inc., of Naples, Florida, DBA vTECHio, for the City’s emailing system; 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” 

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

6580146		STCK	ORPHANAGE LLC DBA THE CLUB PATIO & GARDEN 1220 SYCAMORE LINE SANDUSKY OH 44870
PERMIT NUMBER		TYPE	
ISSUE DATE			
05 26 2021			
FILING DATE			
D1 D2 D3 D3A			
PERMIT CLASSES			
22	077	B	F28305
TAX DISTRICT			RECEIPT NO.

FROM **09/08/2022**

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



MAILED **09/08/2022**

RESPONSES MUST BE POSTMARKED NO LATER THAN. **10/11/2022**

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B STCK 6580146**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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

Office Hours
8:00 a.m. - 5:00 p.m.
For Questions call
(614) 644-3156

Ohio Department of Commerce - Division of Liquor Control
6606 Tussing Road, Reynoldsburg, Ohio 43068-9005
<http://www.com.ohio.gov/liqr>
APPLICATION FOR CHANGE OF LLC MEMBERSHIP INTERESTS
PROCESSING FEE \$100.00
CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING



PERMIT HOLDER REQUESTS APPROVAL OF THE DIVISION OF LIQUOR CONTROL OF THE FOLLOWING:

Permit Holder Name:

Orphanage LLC dba The Club Patio & Garden

Permit Premises Address:

1220 Sycamore Line
Sandusky, OH 44870

Liquor Permit Number(s):

6580146

Federal Tax ID Number:

85-4325922

Email
Address:

k r i s t i l o d i c o @ g m a i l . c o m

Attorney's Name, Address and Telephone Number (If represented):

James E. Peters, Esq.; Reminger Co. LPA; 154 Columbus Avenue, Sandusky, OH 44870

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

PLEASE COMPLETE ALL AREAS OF SECTION A & B BELOW

Section A - PREVIOUS List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1) Thomas Calvin Siegel <i>Thomas Calvin Siegel</i>	[REDACTED]	President	<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input checked="" type="checkbox"/> Membership interest 100 %	7/27/1964
2)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
3)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
4)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	

Section B - REVISED List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1) Kristi A. LoDico <i>Kristi A. LoDico</i>	[REDACTED]	President	<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input checked="" type="checkbox"/> Membership interest 100 %	3/9/1982
2)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
3)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
4)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	

Cathy Myers

From: Jared Oliver
Sent: Monday, September 19, 2022 6:31 PM
To: Cathy Myers; Mario D'Amico; Jonathan Holody
Subject: RE: Liquor License Orphanage LLC Permit # 6580146

SPD has no issue with this change.



Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us



From: Cathy Myers <CommissionClerk@ci.sandusky.oh.us>
Sent: Monday, September 19, 2022 1:35 PM
To: Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: Liquor License Orphanage LLC Permit # 6580146

Change in D1, D2, D3 & D3A Liquor License for

Orphanage LLC, DBA The Club, Patio & Garden, 1220 Sycamore Line, Sandusky

From: Thomas Calvin Siegel

To: Kristi A. LoDico

Please provide comments if necessary about this transfer.

Cathy Myers

From: Mario D'Amico
Sent: Tuesday, September 20, 2022 7:56 AM
To: Cathy Myers; Jared Oliver; Jonathan Holody
Subject: Re: Liquor License Orphanage LLC Permit # 6580146

Cathy,

SFD has no issues with this change.



Mario D'Amico | *Fire Chief*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5822 | F: 419.627.5820
mdamico@ci.sandusky.oh.us

From: Cathy Myers <CommissionClerk@ci.sandusky.oh.us>
Sent: Monday, September 19, 2022 1:35 PM
To: Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: Liquor License Orphanage LLC Permit # 6580146

Change in D1, D2, D3 & D3A Liquor License for

Orphanage LLC, DBA The Club, Patio & Garden, 1220 Sycamore Line, Sandusky

From: Thomas Calvin Siegel

To: Kristi A. LoDico

Please provide comments if necessary about this transfer.

Cathy Myers

From: Jonathan Holody
Sent: Tuesday, September 20, 2022 4:32 PM
To: Cathy Myers
Subject: RE: Liquor License Orphanage LLC Permit # 6580146

No objection from Community Development.

Thanks,

Jonathan

From: Cathy Myers <CommissionClerk@ci.sandusky.oh.us>
Sent: Monday, September 19, 2022 1:35 PM
To: Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: Liquor License Orphanage LLC Permit # 6580146

Change in D1, D2, D3 & D3A Liquor License for

Orphanage LLC, DBA The Club, Patio & Garden, 1220 Sycamore Line, Sandusky

From: Thomas Calvin Siegel

To: Kristi A. LoDico

Please provide comments if necessary about this transfer.



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: September 12, 2022

Subject: Commission Agenda Item – 2023 Bridge Inspection Agreement w/ODOT

ITEM FOR CONSIDERATION: Legislation granting consent to the Director of the Ohio Department of Transportation (ODOT) to perform Bridge Inspection Program Services for the year 2023 within the City of Sandusky. This project includes but is not limited to performing bridge load ratings, scour assessments, bridge inspections and fracture critical plan development.

BACKGROUND INFORMATION: Pursuant to O.R.C. §723.54, municipalities throughout the State of Ohio are responsible for performing inspections on all or portions of bridges within their jurisdiction, except for bridges on the state highway system and the county highway system. The current municipal bridge inspection program is ending on December 31, 2022. With the currently available funding ODOT is renewing this program for one additional year through 2023.

In 2014, the city joined the Bridge Inspection Program Services ODOT launched to help municipalities with a population less than 50,000 achieve full compliance with Federal Highway Administration's bridge metrics. This program allows the state to assume responsibility of routine inspections, element level inspections, critical-findings reports, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection if needed on any bridge located within the City limits.

The proposed legislation outlines the cooperation between the City and the Director of Transportation regarding the program. The State assumes and will bear 100% of the cost of the Bridge Inspection Program Services requested by the City and agreed to by the State, described in Exhibit A of the agreement.

The City agrees to pay 100% of the cost of those features which are not included as part of this program, which may include, but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. If any of these actions are required, staff shall follow the appropriate procurement rules.

BUDGETARY INFORMATION: There is no budgetary impact for the City.

ACTION REQUESTED: It is recommended that proper legislation be prepared allowing the City to sign into agreement with ODOT to perform Bridge Inspection Program Services 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 agreement be executed and forwarded to ODOT at their request for review and final signatures immediately.

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 CONSENT LEGISLATION SUBMITTED BY THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE 2023 MUNICIPAL BRIDGE INSPECTION PROGRAM PROJECT, PID NO. 117554; AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN THE CONSENT 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 consent legislation, a copy of which is attached to this Resolution and marked Exhibit “1”, is necessary for the Director of the Ohio Department of Transportation to provide services for the 2023 Municipal Bridge Inspection Program Project, including, but not limited to routine inspections, element level inspections, critical findings report, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports, if needed, within the City of Sandusky and outlines the cooperation between the City of Sandusky and the Director of Transportation regarding the 2023 Municipal Bridge Inspection Program Project; and

WHEREAS, pursuant to Ohio Revised Code §723.54, municipalities throughout the State of Ohio are responsible for performing inspections on all or portions of bridges within their jurisdiction, except for bridges on the state highway system and the county highway system; and

WHEREAS, in 2014, the Ohio Department of Transportation (ODOT) launched the Bridge Inspection Program Services to help municipalities across the State achieve full compliance with Federal Highway Administration’s bridge metrics and since this time the City has participated in this program; and

WHEREAS, the State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State; 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 execute and return the consent legislation to the Ohio Department of Transportation immediately as requested for review and final signatures; 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 consent legislation submitted by the Director of the Ohio Department of Transportation, a copy of which is attached to this Resolution and marked Exhibit "1", for the 2023 Municipal Bridge Inspection Program Project, PID No. 117554, consenting to the Director of Transportation to complete the project, is adopted by this City Commission and the President of this City Commission is authorized to sign the consent legislation.

Section 2. The City Manager is hereby authorized and directed to sign the consent legislation and to execute any necessary contracts with the Director of Transportation to complete the Municipal Bridge Inspection Program Project, PID No. 117554.

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: September 26, 2022

LEGISLATION CONSENT

Rev. 8/5/2022

Ordinance/Resolution #: _____

ODOT Project Title: Municipal Bridge Inspection Program

The following is a/an _____ enacted by the _____ of _____
(Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS the (LPA) has determined the need for the described project:

Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical findings report, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.

NOW THEREFORE, be it ordained by the _____ of _____ County, Ohio.
(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above-described project as follows:

The State shall assume and bear 100% of all the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract (Exhibit A).

The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the municipality. As of October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION V – Project Duration and Consent Applicability

The Project is based on the available funds provided by ODOT aimed at assisting the LPA in reaching compliance with State and Federal laws and policies for bridge inspection. The Project specifics (program duration, PID number, and consultant scope of services (Exhibit A)) shall be provided to the designated LPA Contractual Agent via email sent by ODOT Office of Structural Engineering (OSE).

ODOT will seek additional funds to renew the project in future years. If such funds are allocated, ODOT will send an email with the Project specifics to the designated LPA Contractual Agent seeking approval for the new Project. ODOT will not proceed with any Project that does not have written authorization via email from the designated LPA Contractual Agent.

SECTION VI – Authorization of Project

_____ of _____ is hereby empowered on behalf of the
(Contractual Agent – Designated Position) (LPA)
_____ to provide written authorization via email to the Director of Transportation to
(LPA)
complete the above-described project and any renewals.

Passed: _____, 2 _____.
(Date)

Attested: _____
(Clerk)

(Contractual Agent of LPA – title)

Attested: _____
(Title)

(President of Council)

The _____ is hereby declared to be an emergency measure to expedite the highway project and
(Ordinance/Resolution)
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**

_____ of _____ County, Ohio
(LPA)

I, _____, as Clerk of the _____
(LPA)
of _____ County, Ohio, do hereby certify that the foregoing is a true and correct copy of
_____ adopted by the legislative Authority of the said
(Ordinance/Resolution)

_____ on the _____ day of _____, 2_____.
(LPA)

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 _____,
Page _____.
(Record No.) (Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____ 2_____.

(CITY SEAL) **EXHIBIT "1"** _____ of _____ County, Ohio
(Clerk) (LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

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

For the _____ of _____ County, Ohio.
(LPA)

Attested: _____ Date _____
(Contractual Agent)

For the State of Ohio

Attested: _____ Date _____
(Director, Ohio Department of Transportation)

Scope of Services Meeting Date: **/**/
Approved Final Scope of Services Minutes Date: **/**/

GENERAL ENGINEERING SERVICES

Central Office, Office of Structural Engineering

Scope of Services

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Consultants must be prequalified for Level 1 Bridge Inspection services, which may include but are not limited to the following:

Task 1 - Scour Tasks

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action

Task 2 - Load Rating Tasks

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

Task 3 – AssetWise Structure Inventory and Review, Including New SNBI Fields

Task 4 – Inspection Procedures

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

Task 5 - Bridge Inspection

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Third Edition 2019 interim with revisions, AASHTO

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049,
Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027,
Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks is necessary for reimbursement credits.

The duration of the agreement will be twelve (12) months from the authorization date of the agreement.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in AssetWise. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from AssetWise data as of July 2022.

Project: SP01 - District (1, 2, &3), Total Structures = 485*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	192	178	26	0	396
Multi-Span	24	20	31	14	89
Culvert	119	29	1	0	149
Truss	0	1	3	0	4
Fracture Critical Inspection	0	0	2	0	2
Underwater Inspection	0	0	0	0	0
Load Rating**	108	99	29	7	243

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP02 - District (4, 11, &12), Total Structures = 392*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	127	126	35	0	288
Multi-Span	22	25	37	20	104
Culvert	84	40	1	0	125
Truss	1	2	6	0	9
Fracture Critical Inspection	0	0	3	0	3
Underwater Inspection	0	0	0	0	0
Load Rating**	75	76	36	10	197

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP03 - District (5, 6, &10), Total Structures = 515*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	189	206	40	0	435
Multi-Span	11	11	37	21	80
Culvert	111	87	4	0	202
Truss	0	0	7	0	7
Fracture Critical Inspection	0	0	7	1	8
Underwater Inspection	0	0	0	0	0
Load Rating**	80	87	31	8	259

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP04 - District (7, 8 &9), Total Structures = 508*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	177	157	36	1	371
Multi-Span	29	45	49	14	137
Culvert	126	85	3	0	214
Truss	0	0	7	1	8
Fracture Critical Inspection	0	1	4	1	6
Underwater Inspection	0	0	0	0	0
Load Rating	103	101	43	8	255

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Please note that the total number of structure types is estimated based on current AssetWise data queries, and it may be adjusted when tasks are assigned in the future which may include newly found orphan bridges. The estimated annual contract price value for each sub-project is as follows:

SP01 \$560,000
SP02 \$530,000
SP03 \$570,000
SP04 \$590,000

DBE Participation:

Project	Goal
SP01	10%
SP02	0%
SP03	0%
SP04	0%

CONSULTANT shall clearly designate in the letter of intent the SP(s) they wish to be considered for.

Three (3) copies of the letter of intent shall be submitted. The letter of intent shall demonstrate that the CONSULTANT has a clear understanding of the scope of services.

Price Proposal Due Date: **//****

UNDERSTANDING

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.
2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.
3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.
 - a) CONSULTANT shall perform all applicable updates to ASSETWISE with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
 - b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
 - c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).
4. Copies of all transmittal letters and emails related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.
 - a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto ASSETWISE.

Services to be furnished by CONSULTANT may include:

TASK 1 - SCOUR TASKS

Task 1A – Scour Critical Susceptibility NBIS Item 113) - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned. Please use the latest scour assessment form.

Task 1B - Scour Plan-of-Action - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

TASK 2 – LOAD RATING TASKS

Task 2A - Field Measurements for Load Rating - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

Task 2B - Load Rating Calculations – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, Type 3, Type 3S2, Type 3-3, NRL, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and the latest BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update ASSETWISE Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer, and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

TASK 3 – ASSETWISE STRUCTURE INVENTORY AND REVIEW

The scope of this task includes a limited review of the structure inventory data in the ODOT ASSETWISE. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT ASSETWISE structure file information needs to be updated on the system. If no changes are necessary, then no ASSETWISE inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in ASSETWISE. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of ASSETWISE for inventory coding details. In 2023, ODOT will start the transition toward SNBI, the consultants shall fill out all empty fields for this purposes as communicated by OSE.

TASK 4 – INSPECTION PROCEDURES

Task 4A – Fracture Critical Plan – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
 - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.
 - b. Use an elevation view for trusses.

- c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
 - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
 - b. Location of each occurrence of detail
 - c. AASHTO Fatigue Category of detail
 - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 4B – Underwater Inspection Procedures – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised the format of the procedures file. The diving team shall fill out or update the latest form and upload it on ASSETWISE prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on ASSETWISE at the time.

TASK 5 – BRIDGE INSPECTION

Task 5A – Routine Bridge Inspection (ASSETWISE Input) - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS. The consultant shall probe the channel around the footing in water to determine depth of scour and report the date in AssetWise.

Task 5B – Fracture Critical Inspection - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 5C – Underwater Dive Inspection – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in ASSETWISE. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: September 13, 2022

Subject: **Commission Agenda Item Change order #1 and Final on the Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project**

ITEM FOR CONSIDERATION: Requesting legislation approving Change Order No. 1 & Final for the Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project.

BACKGROUND INFORMATION: This project was awarded to Smith Paving & Excavating of Norwalk, OH, at the June 13, 2022 city commission meeting per ordinance 22-113 in the amount of \$115,037.

This project provided various improvements at Shoreline Park and the Paper District Marina to improve accessibility, walkability. Said project also repaired eroded and settled areas from wave-action, in part due to recent high lake levels.

Change Order No. 1 and Final, is an increase in the amount of \$8,239.70, generally representing actual quantity variances from the plan. Specifically, the biggest differences included additional work replacing multiple slabs at the marina to address trip hazards and the installation of additional topsoil and seeding in the "yard" area of Shoreline Park, beyond the cul-de-sac. Staff felt these additions were necessary to address trip hazards adjacent to the walkway project at the Marina and to restore topsoil lost through the years of erosion at Shoreline Park. See attached pay app #1 & Final as a summary sheet of all quantities and differences between bid and actual quantities.

BUDGETARY INFORMATION: Change Order No. 1 and final is an (7%) increase in the amount of \$8,239.70, which will revise the original contract amount from \$115,037.00 to a final of \$123,276.70, and will come out of the Capital Parks & Recreation Fund.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 and Final for an increase in work quantities for the Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for labor and material used to complete the project.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

**Final Quantities
2022 Shoreline Park & Marina**

\$115,037.00

Line Item	Description	Unit	Est. Quantity	To Date Quantity Complete	Labor Unit Price	Material Unit Price	Total Unit Price	To Date Value \$ Complete	Item total	To Date % Complete \$
1	Insurance & Bonding	LS	1	1.00			\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	100%
2	Mobilization	LS	1	1.00			\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	100%
3	57 Aggregate 6"	TON	88	88.00	\$ 15.00	\$ 20.00	\$ 35.00	\$ 3,080.00	\$ 3,080.00	100%
4	Concrete Slab 6"	SF	3535	3829.80	\$ 2.50	\$ 8.50	\$ 11.00	\$ 42,127.80	\$ 38,885.00	108%
5	Topsoil & rolled Sod	SY	165	624.42	\$ 7.00	\$ 13.00	\$ 20.00	\$ 12,488.00	\$ 3,300.00	378%
6	Concrete Ramp 6"	SF	423	312.00	\$ 2.50	\$ 14.50	\$ 17.00	\$ 5,304.00	\$ 7,191.00	74%
7	2" Caliper Decidious Tree	EA	4	0.00	\$ 75.00	\$ 25.00	\$ 100.00	\$ -	\$ 400.00	0%
8	Grading Excavating	LS	1	1.00			\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	100%
9	1 - 2 Ton Limestone Rip Rap 20' Spacing	TON	25	23.53	\$ 39.00	\$ 141.00	\$ 180.00	\$ 4,235.40	\$ 4,500.00	94%
10	Foam Expansion Material	LF	300	316.00	\$ 3.00	\$ 2.00	\$ 5.00	\$ 1,580.00	\$ 1,500.00	105%
11	2 - 2B CB	EA	1	1.00	\$ 600.00	\$ 2,400.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	100%
12	12" HDPE Pipe	LF	40	39.00	\$ 30.00	\$ 38.00	\$ 68.00	\$ 2,652.00	\$ 2,720.00	98%
13	Grading Assoc with 11 & 12	LS	1	1.00			\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	100%
14	SWPPP	LS	1.0	1.00	\$ -	\$ -	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	100%
15J	Conc Slab 4"	SF	100	51.000	\$ 2.00	\$ 9.00	\$ 11.00	\$ 561.00	\$ 1,100.00	51%
17M	57 Aggregate 6"	TON	12	6.65	\$ 15.00	\$ 65.00	\$ 80.00	\$ 532.00	\$ 960.00	55%
18M	Reinforced 5" conc slab	SF	825	1030.30	\$ 5.50	\$ 14.50	\$ 20.00	\$ 20,606.00	\$ 16,500.00	125%
19M	Saw Cutting per plan	SY	330	340.00	\$ -	\$ -	\$ 2.50	\$ 850.00	\$ 825.00	103%
20M	6" conc walk	SF	90	161.00	\$ 2.50	\$ 14.50	\$ 17.00	\$ 2,737.00	\$ 1,530.00	179%
28A	8" Pkg inc ex & agg	SF	304	360.00	\$ 2.50	\$ 15.50	\$ 18.00	\$ 6,480.00	\$ 5,472.00	118%
29A	3" min Agg base as conc base	CY	5	0.00	\$ 30.00	\$ 60.00	\$ 90.00	\$ -	\$ 450.00	0%
30	Contingency	LS	1	0.00	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00	0%
31J	Wing at JSP	SF	35.75	35.75	\$ 2.50	\$ 15.50	\$ 18.00	\$ 643.50	\$ 643.50	100%
TOTAL PERFORMED								\$ 123,276.70	\$ -	

AWARDED 115,037.00
CHANGE \$ (8,239.70)

Agree with this Change Order:

Contractor:

Mullin Road Smith Paving

City of Sandusky:

CERTIFICATE OF FUNDS

In the Matter of: Shoreline Park Erosion Control- Smith Paving Change Order #1

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 #431-6201-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/14/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY SMITH PAVING & EXCAVATING, INC., OF NORWALK, OHIO, FOR THE SHORELINE PARK EROSION CONTROL AND PAPER DISTRICT MARINA WALKWAY REHABILITATION PROJECT IN THE AMOUNT OF \$8,239.70; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Shoreline Park, particularly the westernmost “finger”, was in need of shoreline protection due to years of erosion and wave-action from the bay which had 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 was in need of concrete repair, where the “innermost” section of the south walkway was falling in toward the marina waters; and

WHEREAS, the Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project consisted 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 included an ADA ramp from the playground pergola to the wheelchair swing and a parallel parking space near the kayak launch ramp; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project by Resolution No. 020-22R, passed on March 28, 2022; and

WHEREAS, this City Commission approved the awarding of the contract to Smith Paving & Excavating, Inc., of Norwalk, Ohio, for work to be performed for the Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation Project by Ordinance No. 22-113, passed on June 13, 2022; and

WHEREAS, this First & Final Change Order reflects actual quantities used and included additional work to replace multiple slabs at the Marina to address trip hazards and the installation of additional topsoil and seeding in the “yard” area of Shoreline Park, beyond the cul-de-sac; and

WHEREAS, the original contract with Smith Paving & Excavating, Inc., was \$115,037.00 and with the addition of this First & Final Change Order in the amount of \$8,239.70, the final contract cost is \$123,276.70 and will be paid with Capital Parks and Recreation Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment to the contractor in a timely manner for work already performed and materials used and to close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for Shoreline Park Erosion Control and Paper District Marina Walkway Rehabilitation in an amount **not to exceed** Eight Thousand Two Hundred Thirty Nine and 70/100 Dollars (\$8,239.70) resulting in the final contract cost of One Hundred Twenty Three Thousand Two Hundred Seventy Six and 70/100 Dollars (\$123,276.70) with Smith Paving & Excavating, Inc., of Norwalk, Ohio.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 26, 2022



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: September 19, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #5 to the 2022 General Appropriations.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the 2022 budget. Amendments included for these funds:

- General Fund
- Street Fund
- Internal Service Bond
- Court Computerization Fund
- Sewer Fund

ACTION REQUIRED:

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

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 5 TO ORDINANCE NO. 22-004 PASSED BY THIS CITY COMMISSION ON JANUARY 10, 2022, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission made general appropriations for the Fiscal Year 2022 Operating Budget by Ordinance No. 22-004, passed on January 10, 2022; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the General, Coronavirus Relief, Street, Water, Sewer, and Capital Projects Funds by Ordinance No. 22-071, passed on April 11, 2022; and

WHEREAS, this City Commission adopted Amendment No. 2 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the State Grant, Water, Sewer, Cleveland Road Public Improvement, and Capital Funds by Ordinance No. 22-098, passed on May 23, 2022; and

WHEREAS, this City Commission adopted Amendment No. 3 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the General, Transit, Federal Grants, Court Computerization, Municipal Probation, Capital Projects, and Water Funds by Ordinance No. 22-131, passed on July 11, 2022; and

WHEREAS, this City Commission adopted Amendment No. 4 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the General, Transit, Parks & Recreation, Urban Renewal, Bond Retirement, Federal Grants, Special Assessment, Capital Projects, and Sewer Funds by Ordinance No. 22-177, passed on September 12, 2022; and

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Street, Internal Service, Court Computerization, and Sewer Funds; and

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

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

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

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

Section 1. Ordinance No. 22-004 passed by this City Commission on the 10th day of January, 2022, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
Cemetery		20,000	20,000
Administrative Support		73,200	73,200
Transfers- Capital Public Works Projects		1,500,000	1,500,000
General Fund Total	-	1,593,200	1,593,200
STREET		18,000	18,000
INTERNAL SERVICE FUND		900,000	900,000
COURT COMPUTERIZATION		70,000	70,000
SEWER FUND		250,000	250,000
TOTAL ALL FUNDS	-	2,831,200	2,831,200

Section 2. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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

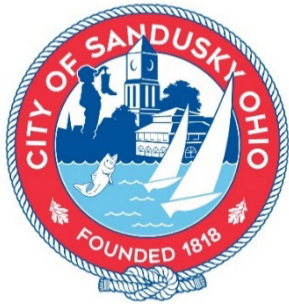
Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 26, 2022



CITY MANAGER

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5846
www.cityofsandusky.com

To: Eric Wobser, City Manager
From: Troy Vaccaro, Fleet Maintenance Chief Foreman
Date: September 14, 2022
Subject: **Commission Agenda Item – Permission to dispose of unneeded items**

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize legislation to dispose of the items listed below, pursuant to Section 25 of the City Charter.

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

(2) 2006 Mercury Verado 250 outboard engines, these engines were removed from the SFD fireboat in the spring of 2022. One engine is damaged and is for parts only. Each engine has 950 hours of run time. The proceeds from this sale will be deposited into the SFD EMS account.

1989 Case 385 Tractor, S/N-010033, 3,000 hours. Tractor was purchased new in 1989. Proceeds from this sale will be deposited into the Capital Funds account.

Miscellaneous Items:

- Quick mount loader attachment, used on mid-sized tractors, unit was purchased in the early 1990's
- Walk behind leaf blower, history unknown
- Iron Workers Anvil, history unknown
- Grease pump/dispenser, used in Fleet shop, age unknown
- Kaiser Air Compressor, was last used at wave action pool
- Used Boat Propellers, props were used on past City boats & engines
- Miscellaneous new & used parts, used light bars, sirens, auto/ truck/ lawn & garden parts
- Jacobson Greens King IV mower, was purchased used for MCGC, 5,964 hours

Proceeds from the miscellaneous items will be deposited into the General Fund.

BUDGETARY INFORMATION: Proceeds from the sale of the Mercury Outboard Engines will be placed into SFD's EMS fund, the proceeds from the Case tractor will be deposited into the Capital Funds account, all of the proceeds from the Miscellaneous items will be deposited into the General Fund.

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

I concur with this recommendation:

Eric Wobser, City Manager

John Orzech, Assistant City Manager

ORDINANCE NO. _____

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

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

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

(2) 2006 Mercury Verado 250 outboard engines - removed from the SFD fireboat in the spring of 2022 and each engine has 950 hours of run time.

1989 Case 385 Tractor - S/N-010033 and 3,000 hours.

Miscellaneous Items:

Quick mount loader attachment - purchased in the early 1990's.

Walk behind leaf blower

Iron Workers Anvil

Grease pump/dispenser

Kaiser Air Compressor

Used Boat Propellers

Miscellaneous new & used parts - light bars, sirens, auto / truck / lawn & garden parts.

Jacobson Greens King IV mower - 5,964 hours.

WHEREAS, the proceeds from the sale of the Mercury engines will be placed into the EMS Fund, proceeds from the sale of the 1989 Tractor will be placed into the Capital Fund, and the proceeds from the sale of the miscellaneous items will be placed into the General 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 allow the depreciating items to be placed on the internet for auction at the earliest opportunity to continue with good housekeeping practices; and

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

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

Section 1. This City Commission finds and determines that the outboard engines, tractor, and miscellaneous items described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the items no longer needed for City purposes through internet auction, public auction, or by sale process with the proceeds from the sale of the Mercury engines to be placed into the EMS Fund, proceeds from the sale of the 1989 Tractor to be placed into the Capital Fund, and the proceeds from the sale of the miscellaneous items to be placed into the General 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.

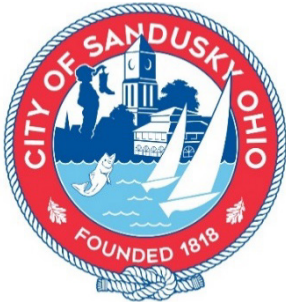
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: September 26, 2022



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: September 19, 2022

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: Legislation requesting approval to accept twelve (12) parcels of nonproductive land, situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization. The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back into the community. Also because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars per year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it. All parcels have been deemed necessary and/or beneficial to the Land Reutilization Program efforts and were approved by the Land Bank Committee on September 19, 2022.

- The City has identified five (5) residential structures and is seeking approval to acquire these properties through tax foreclosure or owner forfeiture. If acquired, these parcels will be evaluated for rehabilitation or demolition.
 - 57-04449.000 736 E. Park Street is a vacant two-story, single-family structure that is in tax foreclosure. This property is in condemned status
 - 56-01076.000 521 Perry Street is a vacant one-story, single-family residential structure. This property is in condemned status
 - 57-03113.000 407 Finch Street is a vacant one-story, single-family residential structure that is in tax foreclosure. This property is in condemned status
 - 58-01184.000 1817 Pierce Street is a vacant one-story, single-family residential structure that is in tax foreclosure. This property is in condemned status
 - 58-00495.000 1607 Central Avenue is a vacant one and a half story, two-family residential structure that is in tax foreclosure

- The City has identified seven (7) parcels of residential vacant land and is seeking approval to acquire these parcels through tax foreclosure. If acquired, these parcels will be marketed for redevelopment or reutilized for public purpose.
 - 58-60221.000 1718 Harrison Street 30' x 130' R2F
 - 56-01265.000 222 Decatur Street 77' x 66' DBD
 - 57-01188.000 Huntington Avenue 36' x 120' R1-40
 - 58-00092.000 Putnam Street 33' x 125' R2F
 - 57-02074.000 Sixth Street 50' x 77' R1-50
 - 57-03824.000 923 Ogontz Street 53' x 99' R1-40
 - 57-00094.000 213 Reese Street 55' x 66' R2F

The Land Bank Committee has determined that the acquisition of the twelve (12) parcels is necessary to protect, improve and preserve the stability of the neighborhoods that they are located in.

BUDGET IMPACT: The cost of these acquisitions should be limited to transfer fees and will be paid out of the Land Bank expense account. Expenses will be recouped at the sale of the property. The taxing districts will not collect the approximate sixteen thousand five hundred seven dollars (\$16,507.00) owed in delinquent taxes.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire twelve (12) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Jonathan Holody, Community Development Director

Eric L. Wobser, City Manager

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Commission Clerk

57-04449.000 736 E. Park Street



09/14/2022 17:36

736 E. Park St – Condemned Structure
5 Properties Investments



56-01076.000 521 Perry Street



09/14/2022 17:39

521 Perry – Condemned Structure 5 Property Investments



57-03113.000 407 Finch Street



09/14/2022 17:56

407 Finch – Condemned Structure
Deedra Chaney



58-01184.000 1817 Pierce Street



09/14/2022 18:21

1817 Pierce – Condemned Structure
Lillie Sheppard



58-00495.000 1607 Central Avenue



09/14/2022 18:06

1607 Central Avenue – Tax Delinquent Structure
William & Jacquelyn Ehrensberger

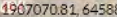


58-60221.000 1718 Harrison Street

09/14/2022 18:11



Candi Jarrett



56-01265.000 222 Decatur Street



09/15/2022 08:21

222 Decatur – Tax Delinquent Land
Jeffrey Lukcso



57-011888.000 Huntington Avenue



09/14/2022 17:51

57-01188.000 Huntington – Tax Delinquent Land
Didion G W. Bros, Inc



58-00092.000 - Putnam Street



09/14/2022 18:22

58-00092.000 Putnam – Tax Delinquent Land
Kevin Brownell

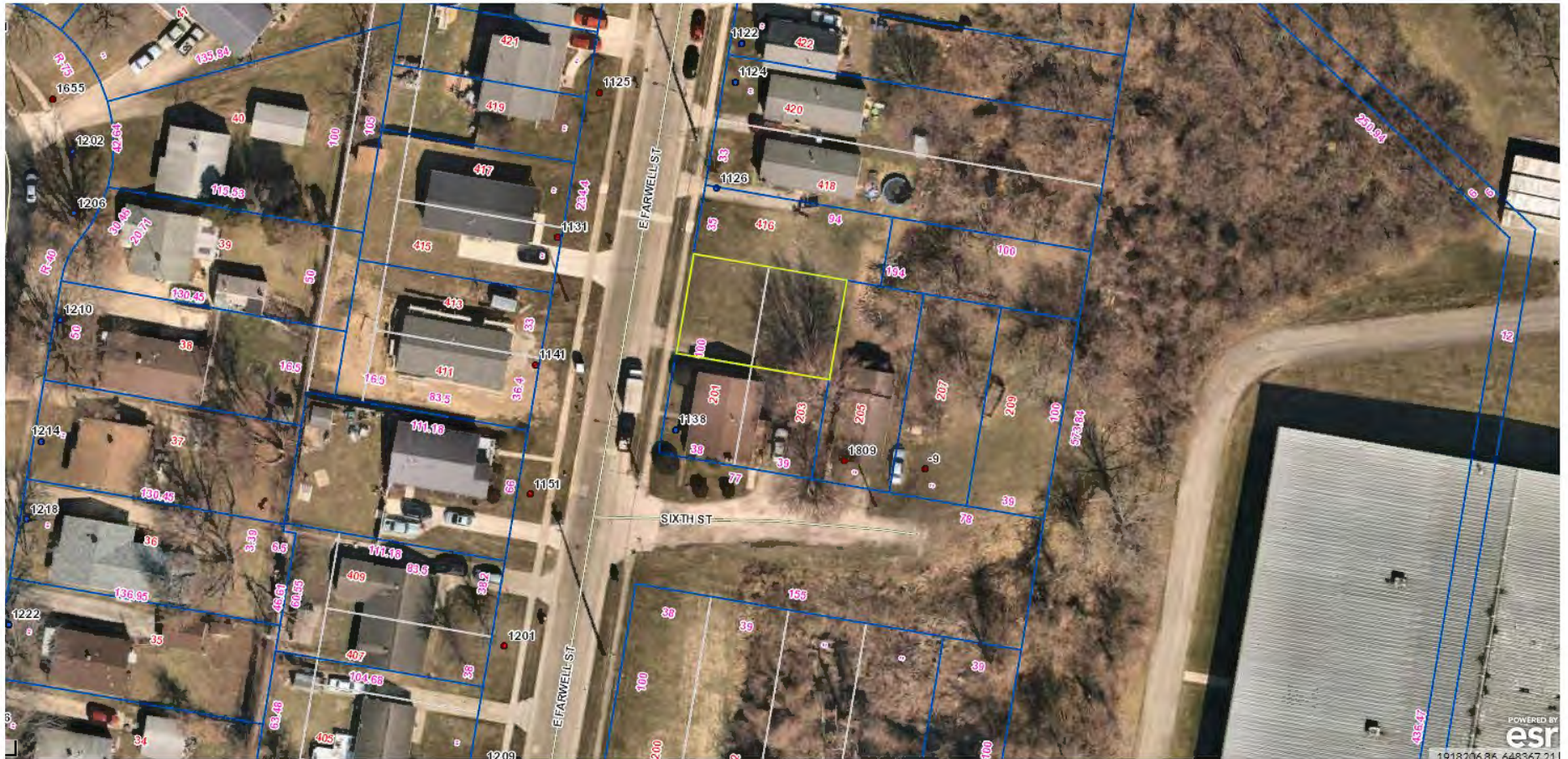


57-02074.000 Sixth Street



09/14/2022 17:46

57-02074.000 Sixth – Tax Delinquent Land
Donald Eisenberg



57-03824.000 923 Ogontz



09/14/2022 17:42

923 Ogontz – Tax Delinquent Land
Florence Reiter





57-00094.000 - 213 Reese Street

09/14/2022 18:00

213 Reese – Tax Delinquent Land
AMC Development, LLC



CERTIFICATE OF FUNDS

In the Matter of: Land Bank Property Acquisitions

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

Account #239-4357-53000

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/21/2022

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, it is requested that the City accept twelve (12) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

WHEREAS, it is necessary to acquire the nonproductive land parcels in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City; and

WHEREAS, the twelve (12) parcels requested for acquisition are tax delinquent and/or have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and were approved by the Land Bank Committee on September 19, 2022; and

WHEREAS, upon City Commission approval and if acquired, five (5) residential structures located at 736 E. Park Street, 521 Perry Street, 407 Finch Street, 1817 Pierce Street and 1607 Central Avenue will be evaluated for rehabilitation or demolition; and

WHEREAS, upon City Commission approval and if acquired, seven (7) residential vacant lots located at 1718 Harrison Street, 222 Decatur Street, 923 Ogontz Street, 213 Reese Street, and on Huntington Avenue, Putnam Street, and Sixth Street will be marketed for future development or reutilized for public purpose; and

WHEREAS, any future sales of the parcels requested for acquisition will be presented to the City Commission by Ordinance for approval of disposition and sale; and

WHEREAS, the cost of these acquisitions will be transfer fees and will be recouped by the City upon sale of the property; 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 Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner; and

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

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program twelve (12) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

Section 2. This City Commission authorizes and directs the City Manager to acquire the nonproductive land in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City.

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

PAGE 3 - RESOLUTION NO. _____

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

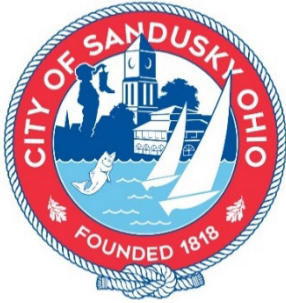
Passed: September 26, 2022

9.19.22 Exhibit A Request for Acquisition

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
57-04449.000 Proposed Use:	736 E. Park This is a vacant two-story, single-family residential structure with a lot size of 28' X 100'. The property is condemned and in foreclosure status. It has 2,046 sq. ft. of living space with three bedrooms and one bathroom. If acquired, it will be evaluated for rehabilitation. If no viable plan is identified, it will be demolished.	5 Properties Investments	1,055.02	203.24	270.94	1,529.20	1,500.00
56-01076.000 Proposed Use:	521 Perry This is a vacant one-story, single-family residential structure with a lot size of 36' X 165'. The property is condemned. It has 1,207 sq. ft. of living space with three bedrooms and one bathroom. If acquired, the property will be demolished and the land be marketed for redevelopment or utilized for public purpose.	5 Properties Investments	416.48	326.06	169.81	912.35	789.90
57-03113.000 Proposed Use:	407 Finch This is a vacant one-story, single-family residential structure with a lot size of 30' X 152'. The property is condemned and in foreclosure status. It has 1,097 sq. ft. of living space with one bedroom and one bathroom. If acquired, it will be evaluated for rehabilitation. If no viable plan is identified, it will be demolished.	Deedra Chaney	2,602.96		462.43	3,065.39	838.88
58-01184.000 Proposed Use:	1817 Pierce This is a vacant one-story, single-family residential structure with a lot size of 100' X 130'. The property is condemned and in foreclosure status. It has 576 sq. ft. of living space with two bedrooms and one bathroom. If acquired, it will be evaluated for rehabilitation. If no viable plan is identified, it will be demolished.	Lillie Sheppard	1,323.16	1,676.66	212.77	3,212.59	659.58
58-00495.000 Proposed Use:	1607 Central This is a vacant one and a half story, two-family residential structure with a lot size of 58' x 122'. It is currently in tax delinquent. It has 2,382 finished living area with 4 bedrooms and two bathrooms. If acquired, it will be evaluated for rehabilitation. If no viable plan is identified, it will be demolished.	William & Jacquelyn Ehrnsberger	3,793.98	386.28	736.91	4,917.17	1,000.70
58-60221.000 Proposed Use:	1718 Harrison This is residential vacant land (as identified by Erie County Auditor) with a lot size of appx 30'x130'. The property is zoned R2F Two-Family Residential. The property is delinquent with the Erie County Treasurer's office and if acquired, it will be evaluated for future development. This parcel is within the Southside Master Planning Zone	Candi Jarrett	494.30	2,023.29	123.55	2,641.14	75.22
56-01265.000 Proposed Use:	222 Decatur This is residential vacant land (as identified by Erie County Auditor) with a lot size of appx 77'x66'. The property is zoned DBD Downtown Business. The property is delinquent with the Erie County Treasurer's office and if acquired, it will be evaluated for future development or utilized for public purpose.	Jeffrey Lukcso	1,376.52		341.77	1,718.29	184.68

9.19.22 Exhibit A Request for Acquisition

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
57-01188.000 Proposed Use:	Huntington This is residential vacant land (as identified by Erie County Auditor) with a lot size of appx 36'x120'. The property is zoned R1-40 Single Family Residential. The property is delinquent with the Erie County Treasurer's office and if acquired, it will be evaluated for future development or utilized for public purpose.	Didion G W. Bros, Inc	272.21	674.79	43.30	990.30	102.82
58-00092.000 Proposed Use:	Putnam This is residential vacant land (as identified by Erie County Auditor) with a lot size of appx 33'x125'. The property is zoned R2F Two-Family Residential. The property is delinquent with the Erie County Treasurer's office and if acquired, it will be evaluated for future development. This parcel is within the Southside Master Planning Zone	Kevin Brownell	778.52		201.46	979.98	107.44
57-02074.000 Proposed Use:	Sixth Donald Eisenberg This is residential vacant land (as identified by Erie County Auditor) with a lot size of appx 50'x77'. The property is zoned R1-50 Single-Family Residential. The property is delinquent with the Erie County Treasurer's office and if acquired, it will be evaluated for future development or utilized for public purpose.		701.03		172.77	873.80	96.68
57-03824.000 Proposed Use:	923 Ogontz Florence Reiter This is residential vacant land (as identified by Erie County Auditor) with a lot size of appx 53'x99'. The property is zoned R1-40 Single-Family Residential. The property is delinquent with the Erie County Treasurer's office and if acquired, it will be evaluated for future development or utilized for public purpose.		1,388.82	8,565.67	212.42	10,166.91	297.10
57-00094.000 Proposed Use:	213 Reese AMC Development, LLC This is residential vacant land (as identified by Erie County Auditor) with a lot size of appx 55'x66'. The property is zoned R2F Two-Family Residential. The property is delinquent with the Erie County Treasurer's office and if acquired, it will be evaluated for future development or utilized for public purpose.		2,304.31	126.18	366.65	2,797.14	57.66



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: September 14, 2022

Subject: Commission Agenda Item – Sale of Property of Lot Split “A” of Parcel 56-01383.000

Items for Consideration: Legislation authorizing the City Manager to enter into a Purchase and Sale Agreement (the “Agreement”) with Brian and Amber Stanley for the sale of Lot Split “A”, Permanent Parcel Number 56-01383.000, located at E. Market and Warren Street (the “Property”).

Background Information: In recent years, the City has been actively buying, clearing and selling real estate along E. Market Street to support new investment and home construction. Brian and Amber Stanley had negotiated with City staff to purchase a nearby parcel that has yet to become available. As a result, Brian and Amber Stanley have shifted their development focus to the subject property.

Brian and Amber Stanley seek to purchase Lot Split “A” for the construction of a new single family home. The fair market value of the subject parcel has been determined to be \$55,000.00 due to recent comparable sales, market appreciation, and redevelopment restrictions requiring the construction of a new home within two years of property transfer.

The terms of the sale require a \$5,000.00 earnest deposit required within 5 days of execution of the Purchase and Sale Agreement and the balance paid at the time of transfer. There is a traditional split of closing costs. The City will be responsible for causing a ground water monitoring well to be removed from the site.

Budgetary Information: The sales price per the Agreement is \$55,000.00. All sales proceeds will be deposited into the Real Estate Development Fund.

Action Requested: It is requested that legislation be passed approving the Agreement between the City and Brian and Amber Stanley and for the City Manager to be permitted to execute any and all documents to effectuate the transfer. Further it is requested that the legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure closing on the property by November 15, 2022, pursuant to the Purchase and Sale Agreement.

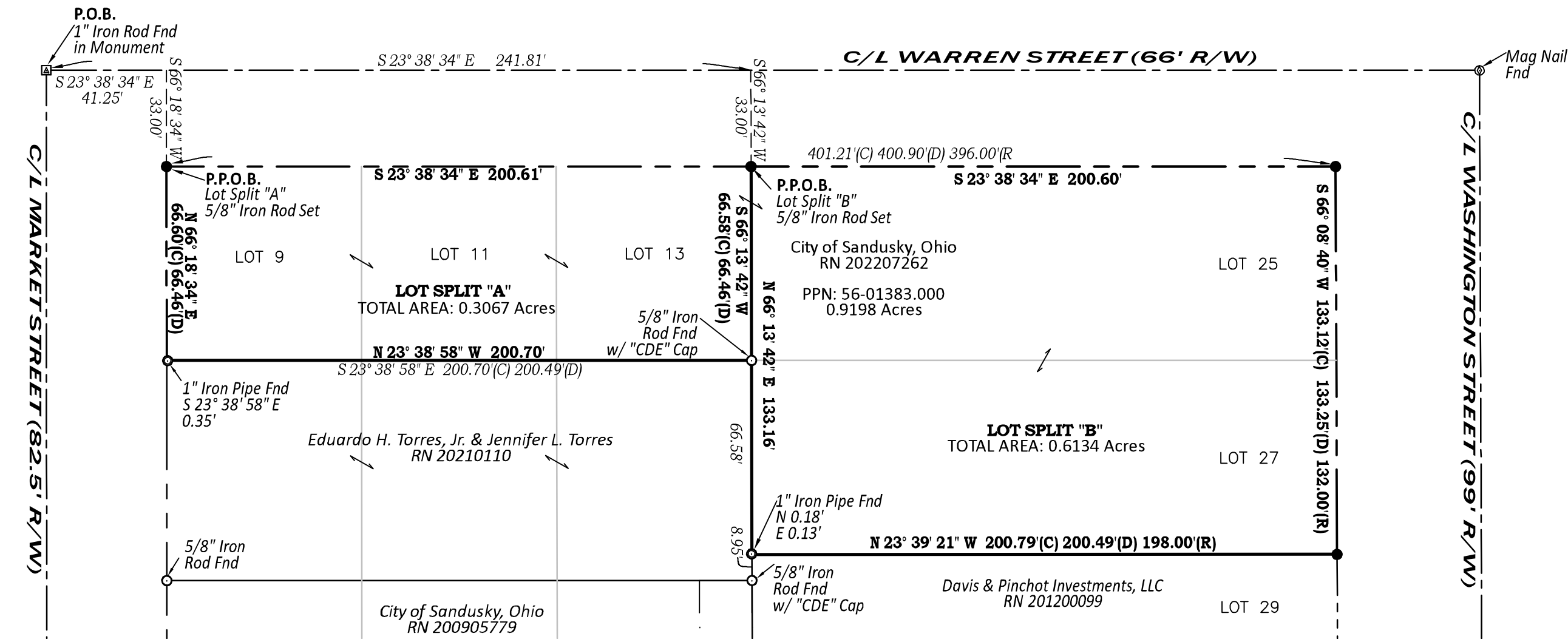
I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

cc: Brendan Heil, Law Director; Michelle Reeder, Finance Director; Cathy Myers, City Commission Clerk

File Name: Z:\CD\Eng22\22-410-Sandusky City-Market, Warren Washington Sts - Sandusky City Lot Splits-1.dwg



LEGEND

SET	FOUND	DESCRIPTION
●	○	IRON PIN (ROD)
●	⊙	IRON PIPE
◆	◇	MAG NAIL
▣	▣	MONUMENT BOX
⊙	⊙	CONCRETE MONUMENT
	□	WOOD POST

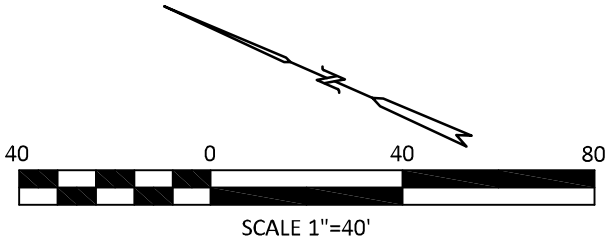
(D)	DEED	(M)	MEASURED
(P)	PLATTED	(C)	CALCULATED
(R)	RECORD	(S)	SURVEY

ALL 5/8" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG 8456 & 8512"

REFERENCES

Erie County Survey Records
Survey by Daniel E. Hartung, Jr. for Mack Iron Works, Co.
Dated: December, 1987

Erie County Deed Records
Volumes and Pages as indicated



BEARINGS ARE BASED ON GRID NORTH
OF THE OHIO STATE PLANE COORDINATE SYSTEM,
NAD83 (2011) DATUM, GEOID 12A, BY ODOT VRS

Lot Split Survey Plat for
THE CITY OF SANDUSKY
Being part of Lots 9, 11 & 13 on Warren Street
and Lots 25 & 27 on Washington Street
Block 29, Ward 1, City of Sandusky, Erie County,
Firelands Connecticut Western Reserve, State of Ohio

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

DATE:	AUGUST, 2022	CK'D. BY:	ABE	PROJECT NO.
DR. BY:	KNR	REV'D BY:		22-410

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT A PORTION OF CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT THE SOUTHWEST CORNER OF EAST MARKET STREET AND WARREN STREET, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 56-01383.000, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED REAL PROPERTY TO BRIAN AND AMBER STANLEY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in recent years, the City has been actively buying, clearing and selling real estate along East Market Street to support new investment and home construction; and

WHEREAS, this City Commission approved the purchase of the property located on Warren Street between East Market Street and E. Washington Street, and identified as Parcel No. 56-01383.000 by Ordinance No. 22-094, passed on May 9, 2022; and

WHEREAS, the City desires to sell a portion of the property to Brian and Amber Stanley at the purchase price of \$55,000.00 and all proceeds from the sale will be deposited into the Real Estate Development Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ensure closing on the property by November 15, 2022, pursuant to the Purchase and Sale Agreement; and

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

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

Section 1. This City Commission finds, determines and declares that a portion of Parcel No. 56-01383.000, located at the southwest corner of East Market Street and Warren Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose pursuant to Section 25 of the Charter of this City.

Section 2. The City Manager is hereby authorized and directed to enter into a Purchase and Sale Agreement with Brian and Amber Stanley for the sale of a portion of Parcel No. 56-01383.000, located at the southwest corner of East Market Street

and Warren Street, Sandusky, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose.

Section 3. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the sale of a portion of Parcel No. 56-01383.000, located at the southwest corner of East Market Street and Warren Street in Sandusky.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 26, 2022

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2022, by and between Brian and Amber Stanley, husband and wife, whose tax mailing address is 4113 Windham Pl N., Sandusky, Ohio 44870 and hereinafter referred to as the "Purchaser" and the City of Sandusky, Ohio, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 and hereinafter referred to as "Seller."

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, approximately .03067 acres of property contained in parcel 56-01383.000 located in the City of Sandusky, County of Erie and State of Ohio, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises, subject to all restrictive covenants and easements, which shall run with the land.

2. The total purchase price for the premises is \$55,000.00 payable at closing.

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

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

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

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

6. Within one hundred twenty (120) days after acceptance of this Agreement, Seller shall cause one ground water monitoring well on the property to be properly decommissioned in accordance with applicable regulations and guidance at the sole expense of the Seller.

7. Purchaser agrees to construct one (1) single-family residential dwelling on the Property. Purchaser further agrees to not install a vehicular access drive with egress to Market Street. Commencement of construction of the single-family residential dwelling shall occur within two (2) years from purchase of the Property and construction of the residential dwelling shall be completed within twelve (12) months of start of construction. If the Purchasers fail to commence or complete construction within the time periods required herein, the Seller shall have the right to re-enter and take possession and title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky.

8. The closing date of this transaction shall be no later than November 15, 2022 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

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

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

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

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

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

- a. The cost of filing the deed for record;
- b. One-half of the lot-split and escrow fees; and

- c. The cost for the title examination and insurance policy in the amount of the purchase price.

11. Purchaser shall obtain possession of the premises upon the closing of this transaction.

12. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before November 15, 2022 or at other time in which both parties mutually agree to, any earnest money deposit shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

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

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

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

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

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

SIGNATURE PAGES TO FOLLOW

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

PURCHASERS:

BRIAN STANLEY

AMBER STANLEY

State of Ohio)

) SS:

County of Erie)

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

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

Notary Public: _____

My Commission Expires: _____

SELLER:

ERIC L. WOBSEY, CITY MANAGER

State of Ohio)
) ss:
County of Erie)

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

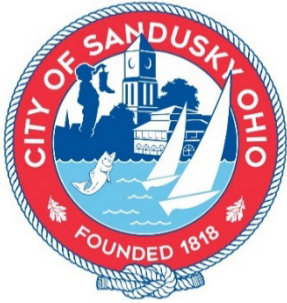
IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this
____ day of _____, 2022.

EXHIBIT "1"
Notary Public: _____

My Commission Expires: _____

Instrument prepared by:

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



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: September 16, 2022

Subject: Commission Agenda Item – ED Fund Grant Agreement – Pipe Creek Wharf, LLC

Items for Consideration: Legislation approving a Grant Agreement with Pipe Creek Wharf, LLC for the purposes of furthering economic development and commercial revitalization efforts in the City.

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 and has received approval from the City's Planning Commission and Building Department for the construction of a 3,300 square foot commercial building on the site.

The project will include the installation of 180 feet of steel revetment and 24 boat docks along the Pipe Creek/Castaway Bay Shoreline. The total project costs, including acquisition, is \$1.8M.

The new restaurant and bar will employ at least 12 full time equivalent employees.

A grant in the amount of \$140,000 was recommended for approval by the Economic Development Incentive Committee at its meeting on September 13, 2022.

Budgetary Information: The City will be responsible for providing a total of \$140,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis. The project will have an ongoing positive impact on the general fund due to increased lodging and property taxes.

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

I concur with this recommendation:

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

CERTIFICATE OF FUNDS

In the Matter of: Pipe Creek Wharf

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

Account #431-4070-53000

By: _____

Michelle Reeder

Finance Director

Dated: 9/21/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$140,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO PIPE CREEK WHARF, LLC, IN RELATION TO THE PROPERTY LOCATED AT 2330 RIVER AVENUE, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Pipe Creek Wharf, LLC purchased .74 acre of property at 2330 River Avenue in September of 2021 and seeks to develop a new destination waterfront bar and restaurant which will employ at least twelve (12) full-time equivalent employees; and

WHEREAS, the project includes installation of 180 feet of steel revetment and twenty-four (24) boat docks along the Pipe Creek / Castaway Bay Shoreline at an estimated project cost of \$1.8 million, including acquisition; and

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

WHEREAS, the Economic Development Incentive Committee met on September 13, 2022, and is recommending to approve a grant to Pipe Creek Wharf, LLC, in the amount of \$140,000.00 to assist with project costs; and

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

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Pipe Creek Wharf, LLC, for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the

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

Section 2. This City Commission authorizes and approves the grant funding to Pipe Creek Wharf, LLC, in an amount **not to exceed** One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 26, 2022

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2022 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Pipe Creek Wharf, LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Company plans to construct and operate a new waterfront bar and restaurant at the commercial property at 2330 River Avenue, Sandusky, Ohio 44870 and further identified as Permanent Parcels #57-01320.000 (the "Property"); and

WHEREAS, the new business project at the Property will consist of land acquisition and the construction of a 3,300 square foot commercial restaurant building, installation of furniture/fixtures/equipment/landscaping, and installation of approximately 180 feet of steel revetment and 24 boat docks a total cost of \$1,800,000.00 (the "Project"); and

WHEREAS, the Project will generate property and income tax revenue and create employment opportunities in the City of Sandusky; and

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

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

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

Section 1. City Grant.

The City agrees to grant up to \$140,000.00 in the form of an Economic Development Fund grant to the Company (the "City Grant") toward the costs of the Project, which shall be disbursed upon the completion of the Project. This City Grant shall be disbursed from the 2022 Economic Development Capital Projects Fund (the "Fund"). This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by July 1, 2023. This date may be extended at the discretion of the City Manager.

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

Section 2. Authority to Sign.

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

Section 3. Assignment or Transfer.

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

Section 4. Choice of Law.

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

Section 5. Binding Agreement.

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

Section 6. Miscellaneous.

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

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

(ii) TO THE COMPANY: Pipe Creek Wharf, LLC
2330 River Avenue
Sandusky, OH 44870
Attn: Pat Murray

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

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

SIGNATURES EXECUTED ON THE FOLLOWING PAGE

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

PIPE CREEK WHARF, LLC
An Ohio limited liability company

Signature

Printed Name & Title

CITY OF SANDUSKY

Eric L. Wobser, City Manager

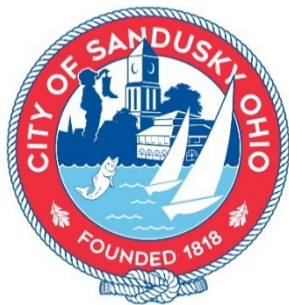
The legal form of the within instrument
Is hereby approved.

Brendan L. Heil
Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Michelle Reeder, Finance Director



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: September 26, 2022

Subject: **Commission Agenda Item – Purchase of a Synthetic Ice Rink from Global Synthetic Ice of Oldsmar, Florida for use at the Jackson Street Pier**

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one portable synthetic ice rink from Global Synthetic Ice of Oldsmar, Florida.

BACKGROUND INFORMATION: During the 2021 winter program year the City rented a 36' x 40' synthetic ice rink from Super Games of Columbus, Ohio with the purpose of evaluating the surface and maintenance needed for future long-term investment in purchasing a ice rink to be placed on the Jackson Street Pier annually. It was determined that a larger skating surface was needed at the site as well as additional programming. The City issued a request for proposal for pricing on a 80' x 52' synthetic ice rink which will be situated on the North side of the Mylander Pavilion at Jackson Street Pier.

The City issued a Request for Proposals (RFP) on July 26, 2022, requesting proposals be submitted for a Synthetic Ice Rink and Equipment. Only one (1) proposal was received by Tuesday, August 9, 2022, and evaluated by a selection committee who determined the proposal from Global Synthetic Ice was the lowest and best, based upon their overall experience and pricing.

Additional legislation will be forthcoming to Commission for approval to purchase a trailer to store and transport the Synthetic Ice Rink equipment.

BUDGETARY INFORMATION: The total cost of the Synthetic Ice Rink is \$88,634 and will be paid from funds donated to the City of Sandusky as part of a programing series with Civista Bank and will be expensed with funds from the capital account appropriated for amenities at the Jackson Street Pier.

ACTION REQUESTED: It is requested that the proper legislation be prepared and approval be granted for the purchase of a synthetic ice rink from Global Synthetic Ice of Oldsmar, Florida, in an amount not to exceed \$88,634.00. 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 so the delivery of equipment and training of City staff can take place prior to the Winter programming dates starting November, 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



146 B Dunbar Ave,
Oldsmar, FL 34677
U.S.A.
Ph. +1 (305) 218-2966
info@globalsyntheticice.com
www.GlobalSyntheticIce.com

Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870

RE: Synthetic Ice Rink and Equipment Purchase

Dear Sir,

We at Global Synthetic Ice are pleased to respond to your tender. After carefully reviewing the specifications of the tender, we are confident we are the suitable company for the tender. We have included all the equipment requested by the City that has been tested and successfully used by us for many years.

GSI has been manufacturing and delivering premium synthetic ice for professional ice hockey training facilities, commercial, recreational, and home ice rinks since the 1990s. All these years we were developing better and better ice, on average we deliver a new generation every seven years. Our new generation synthetic ice – Super-Glide SLICK – is #1 choice for professional players, skaters and coaches all over the world and is praised for its ice-like gliding quality and seamless, reliable installation.

Like no other manufacturer, Global Synthetic Ice also has over two-decade expertise in running its own Super-Glide ice rinks, so we know the firsthand how to make the rink successful.

With us you not only get the best artificial ice-skating surface ever, but a loyal partner and a friend who will be with you whenever you need a helpful hand. Our customers' satisfaction and success are our core goals.

Yours Truly,

Victor Orloff
COO

A handwritten signature in blue ink, appearing to read "Victor Orloff", is written over the typed name and title.



CITY OF SANDUSKI, OH

SUPER-GLIDE ICE RINK

The success of each ice rink depends on three core factors: highest gliding quality ice, reliable and durable installation and good ice skates. Global Synthetic Ice has been delivering the best, like-ice synthetic ice since 1990s and our installation technology ensures seamless, durable ice skating surface for long time both for indoor and outdoor ice rinks.

Not like other suppliers Global Synthetic Ice is not just another manufacturer but also a longtime Super-Glide synthetic ice rink operator. As such we know exactly what is needed for a successful ice rink and always share our expertise with our customers. Practically every commercial ice rink is custom made, therefore we've prepared two-part quote: essential part and optional. In the first one we quote what is needed in all ice rinks, in the second one we provide options for other equipment to choose from depending on the general concept and budget. As a manufacturer we are in position to design any ice rink and fit any budget, and we will work with you to create the best and cost effective ice rink.

	Quote	Notes
Name of Company:	Global Synthetic Ice	US company manufacturing worldwide known Super-Glide synthetic ice since 1990s, located in Florida.
Rink Size		80' x 52'
Super-Glide SLICK synthetic ice rink	\$38,740.00	260 panels @ \$149/panel; regular price \$139 (\$7,800 discount)
Super-Glide SLICK synthetic ice panel		Self-lubricating, 4' x 4' x 3/8"; 29 lbs
Underlayment panels (4'x8')	\$10,270.00	130 panels @ \$79/panel. Secures <u>seamless</u> assembling and best skating performance; regular price \$99 (\$2,600 discount).
SLICK and undelayment panels shipping	\$1,400.00	Ice and underlayment panels shipping cost
ProWall Dasher Boards	\$22,235.00	High quality, durable dasher boards. Made in USA.
ProWall Dasher Boards Shipping	\$1,790.00	Dasher boards shipping.
Skate Sharpener	\$4,200.00	Machine + HEPA vacuum + 24 replacement rings, shipping
Rental Skates, 100 pairs	\$9,999.00	Made in EU. Special blades from INOX steel to last longer
Total Price for complete ice skating rink	\$88,634.00	

Total discounts

\$10,400.00

ADDITIONALLY

Transition (changing) area	\$7,000.00	32" x 32", includes fencing and rubber flooring (check the image of the rink in Jackson Township, OH)
Commercial grade heavy weight bench	\$277.00	72" long (see specification attached)
Portable tower heater	\$169.00	Portable, operated with propane (see specification attached)
Skate helpers	\$65.00	For beginner skaters, PVC
Exterior Light	\$140.00	For the perimeter dasher boards (see specification attached)

Potential 5% price difference due to fluctuations in product availability and transportation costs.

CERTIFICATE OF FUNDS

In the Matter of: Synthetic Ice Rink

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 #431-6860-55300

By: _____



Michelle Reeder

Finance Director

Dated: 9/21/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE OF A SYNTHETIC ICE RINK FROM GLOBAL SYNTHETIC ICE OF OLDSMAR, FLORIDA, FOR THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved a Naming Rights Agreement with Civista Bank for an ice skating rink at the Jackson Street Pier to be named “Civista Bank Ice Skating Rink” by Ordinance No. 21-055, passed on April 12, 2021; and

WHEREAS, the City Commission approved an agreement with SuperGames of Columbus, Ohio, for the rental of a synthetic ice rink and equipment to be located at the Jackson Street Pier by Ordinance No. 21-145, passed on October 11, 2021; and

WHEREAS, the 36’ X 40’ synthetic ice rink was rented for the 2021 winter program year with the purpose of evaluating the surface and maintenance required for future long-term investment in purchasing an ice rink to be placed at the Jackson Street Pier; and

WHEREAS, a Request for Proposals (RFP) was issued on July 26, 2022, for the purpose of purchasing a Synthetic Ice Rink in which one (1) proposal was received and evaluated by a selection committee who determined that the proposal from Global Synthetic Ice of Oldsmar, Florida, was the lowest and best based upon their overall experience and pricing; and

WHEREAS, the total cost for the purchase of the Synthetic Ice Rink is \$88,634.00 and will be paid with donated funds as part of a programming series with Civista Bank and expensed with funds from the Capital Fund appropriated for amenities at the Jackson Street Pier; and

WHEREAS, approval will be requested in future legislation to purchase a trailer to store and transport the synthetic ice rink equipment; 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 so the delivery of equipment and training of staff can take place prior to winter programming beginning in November, 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 expend funds for the purchase of a Synthetic Ice Rink from Global Synthetic Ice of Oldsmar, Florida, at an amount **not to exceed** Eighty Eight Thousand Six Hundred Thirty Four and 00/100 Dollars (\$88,634.00).

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

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

Section 4. That for 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: September 26, 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, Public Works Engineer

Date: September 16, 2022

Subject: Commission Agenda Item – Coastal Resilience Grant Application

ITEM FOR CONSIDERATION: Requesting legislation for approval to submit grant applications to the Ohio Lake Erie Commission for financial assistance through the Coastal Resilience Grant and approval to execute a grant agreement if awarded.

BACKGROUND INFORMATION: The Ohio Lake Erie Commission has received federal funding through Ohio EPA from the Great Lakes Restoration Initiative (GLRI) to initiate partnerships to address coastal resilience with and emphasis within underserved communities in Ohio's Lake Erie coastal counties. The Commission seeks to implement this opportunity by providing grants to entities that can address these priorities at a local and regional scale.

Areas of Lions Park shoreline have been identified as Coastal Erosion Areas (CEA's) for rapidly deteriorating shoreline areas. This grant would provide funding for a study to determine the best location of a breakwater to protect this 900-plus foot valuable public shoreline. Once a breakwater would get constructed, various improvements, including a beach and native plantings to enhance the area may be sought. Included in the study, survey and preliminary design work will be the viability of re-using part or all of a 90 year old stone-filled timber "crib" pier, which is currently submerged. If this is not viable, the study shall yield the best location for a breakwater, a typical section as to how it should be constructed and an estimate of construction cost.

Additionally, the 2009 Lion's Park Master Plan report described this exact study as a necessary next step in the development/redevelopment of a public beach at Lion's Park.

This Coastal Resilience Grant is advertised as a 100% funded grant and applications are due October 3, 2022. This is the first year for this funding source.

The Engineer's Estimate for this study, survey work and preliminary design is \$42,400. Awards of this grant are slated to be announced in December of 2022, with awards being made available in January of 2023. If awarded, the study and design work would be completed in 9 months.

BUDGETARY INFORMATION: If awarded, the estimated cost of the study, survey work and preliminary design is \$42,400, and will entirely come from the Ohio Lake Erie Commission.

ACTION REQUESTED: It is requested that the proper legislation be prepared for submission of grant application to the Ohio Lake Erie Commission seeking funding for a study, survey, and preliminary design for a breakwater at Lion's Park. It is further required that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to submit the Resolution with the application to the Ohio Lake Erie Commission prior to the submission deadline of October 3, 2022.

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 APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO LAKE ERIE COMMISSION FOR FINANCIAL ASSISTANCE THROUGH THE COASTAL RESILIENCE GRANT PROGRAM FOR A STUDY AT LIONS PARK; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Lake Erie Commission has received federal funding through Ohio EPA from the Great Lakes Restoration Initiative (GLRI) to initiate partnerships to address coastal resilience with an emphasis within underserved communities in Ohio's Lake Erie coastal counties and the Commission seeks to implement this opportunity by providing grants to entities that can address these priorities at a local and regional scale; and

WHEREAS, areas of Lions Park shoreline have been identified as Coastal Erosion Areas (CEA's) for rapidly deteriorating shoreline areas and this grant would provide funding for a study to determine the best location of a breakwater to protect this 900-plus foot valuable public shoreline and upon construction of a breakwater, various improvements, including a beach and native plantings to enhance the area may be sought; and

WHEREAS, if awarded funds, the study, survey work, and preliminary design work will include the viability of re-using part or all of a 90-year-old stone-filled timber "crib" pier, which is currently submerged, or yielding the best location for a breakwater, how it should be constructed, and an estimate of construction cost; and

WHEREAS, the estimated cost of the study, survey work and preliminary design is \$42,400.00 and if awarded, will be fully paid with Coastal Resilience Grant Program funds through the Ohio Lake Erie Commission; 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 submit this Resolution with the grant application to the Ohio Lake Erie Commission by the submission deadline of October 3, 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves the submission of a grant application to the Ohio Lake Erie Commission for financial assistance through the

Coastal Resilience Grant Program for a study at Lions Park and authorizes and directs the City Manager to provide all information and documentation required to become eligible for possible funding assistance and to execute any grant agreements and lawfully expend funds consistent with the application and agreement should they be awarded.

Section 2. 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.

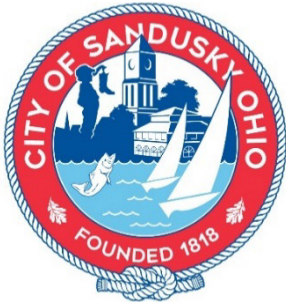
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: September 26, 2022



COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870

419.627.5891

www.cityofsandusky.com

To: Eric Wobser, City Manager
From: Arin Blair, Chief Planner
Date: September 14, 2022
Subject: **Commission Agenda Item – Professional Services Agreement for the Sandusky Skate Park – Design Development**

ITEM FOR CONSIDERATION: Agreement with OHM Advisors for design services for completing the Sandusky Skate Park – Design Development Project.

BACKGROUND INFORMATION: This project will plan and design an update to the Sandusky Skate Park that will create a destination public skate park accessible to users of all wheels, all ages, and all skill levels. The existing skate park was constructed in approximately 1999/2000 and is at the end of its useful life. This public amenity is well used by residents and visitors of all ages and has a passionate group of supporters advocating for its replacement and revitalization.

The design process will be led by OHM, whose project management, landscape architecture, and engineering expertise will ensure the project considers not only the skate facility amenity, but the surrounding park context. Their partnership with Spohn Ranch, who brings national expertise in designing skate park projects at all scales and for all user types, will ensure the park's success in its utility, durability, and enjoyment.

The project area includes the existing skate park and pump track site, surrounding greens space, parking, and vehicle access. The process will include public and stakeholder engagement, site engineering, concept and design development.

OHM Advisors was the top ranked design firm to perform the design of the Sandusky Skate Park – Design Development based on the 2022 Requests for Statements of Qualifications process. OHM Advisors has the professional expertise and technical ability to perform the required tasks and additionally has extensive experience with the design aspects of this project. A final Scope of Services (SOS), dated September 12, 2022, is attached to the legislation as Exhibit "A".

The general scope of the professional services include:

- Existing Conditions Survey: information gathering, topography and utilities survey, datum mapping, geotechnical investigation
- Engagement: Working group, stakeholder and community engagement, support for community engagement conducted by the city
- Concept Development: two concept plans to refine into a single preferred concept
- Design Development: illustrative graphics, 50% design development drawings, and construction cost estimates.

The final deliverable will allow us to bid the project in 2023.

BUDGETARY INFORMATION: The design services will not exceed \$49,500 including all normal reimbursable expenses and will be funded by American Rescue Plan Act Stimulus funds.

ACTION REQUESTED: It is recommended that an ordinance authorizing a Design Services contract between the City of Sandusky and OHM Advisors for the Sandusky Skate Park – Design Development Project in the amount of \$49,500 be prepared 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 expeditiously proceed with the professional services and have the design completed by January of 2023.

Arin Blair, AICP, Chief Planner

I concur with this recommendation.

Eric Wobser, City Manager

Jonathan Holody, Community Development Director

Cc: Cathy Myers, Clerk of City Commission
Michelle Reeder, Finance Director
Brendan Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: OHM Advisors- Skate Park Contract

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 #240-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/14/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL DESIGN SERVICES AGREEMENT WITH OHM ADVISORS OF CLEVELAND, OHIO, FOR THE SANDUSKY SKATE PARK - DESIGN DEVELOPMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City desires to update the Skate Park located behind the Sandusky Police Department on Meigs Street to create a destination public skate park accessible to users of all wheels, all ages, and all skill levels; and

WHEREAS, OHM Advisors will be providing professional design services for the Sandusky Skate Park – Design Development Project which involves the area of the existing skate park and pump track site, surrounding greens space, parking, and vehicle access, and includes public and stakeholder engagement, site engineering, concept and design development 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, OHM Advisors was selected as the top-ranked firm for the Sandusky Skate Park - Design Development Project through the 2022 Annual Request for Statements of Qualifications (SOQ) for Services process based on the firm's professional expertise and technical ability necessary to complete the required tasks and has extensive experience with the design aspects of the project; and

WHEREAS, the cost of the professional design services is \$49,500.00 and will be paid with American Rescue Plan Act Stimulus 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 proceed with the professional services so the design can be completed by January of 2023; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement for Professional Design Services with OHM Advisors of Cleveland, Ohio, for the Sandusky Skate Park – Design Development Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically

incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Forty Nine Thousand Five Hundred and 00/100 Dollars (\$49,500.00).

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: September 26, 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 Community Development designated below or successor (the “Chief Planner”), and OHM Advisors (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: Sandusky Skate Park- Design Development

Director of Community Development: Jonathan Holody
Address: Department of Community Development
City of Sandusky
240 Columbus Ave
Sandusky, Ohio 44870
Jholody@ci.sandusky.oh.us

Architect/Engineer: OHM Advisors
Contact: Matt Hils
Address: 6001 Euclid Ave., Suite 130
Cleveland, Ohio 44103
Matt.hils@ohm-advisors.com

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;

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 Chief Planner 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 Chief Planner, 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 Chief Planner. 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 Chief Planner 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 Chief Planner is absent or unavailable, the City 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. Basis of Compensation

5.2.1. 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 5.3 hereof in the amount of forty nine thousand five hundred and 00/100 dollars (\$49,500.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Additional Fees. For Additional Services provided by the Architect/Engineer, 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.

5.2.3. 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, , 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.

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

5.3. Method and Terms of Payment

5.3.1. Basic Fee. Payment of the Basic Fee shall be made in accordance with the Compensation Table in Exhibit A 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.

5.3.2. Additional Fees. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.2.2 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.

5.3.3. 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.

5.3.4. 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), which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officials, officers, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), which result from infringement of 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 Subparagraph 5.3.1. 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.

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 with Additional Services completely performed prior to the termination 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 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 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 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 email transmission to the City at jholody@ci.sandusky.oh.us, cc ablair@ci.sandusky.oh.us and to the Architect/Engineer at _____. Notices, certificates, requests, or other communications sent by email 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 email 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.

OHM Advisors

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: Sandusky Skate Park- Design Development

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

EXHIBIT “A”

Understanding

The City wants to replace the current skatepark with a new skatepark and pump track, in the same location and within the limits shown on Exhibit ‘1’.

- The park should accommodate all modes of rolling and abilities.
- Park components to be considered include seating, shade sails, drinking fountain, digital device charging, site lighting, drinking fountain, signage, and public art.
- The proposed budget is \$500,000 to \$700,000.
- The park will be constructed in 2023.

Work Plan

OHM Advisors team will work with the City to complete the following scope of work:

Task #1 – Kickoff & Information Gathering (Weeks #1-#3)

- **Project team kickoff meeting** (Meeting #1): Representatives from OHM and SR meet in person, on site, with representatives from the City to discuss goals, schedule, and coordination items. Attendees will walk and photograph the site, and discuss opportunities and challenges. All existing information and studies for the area will be gathered and discussed.
- Meetings: (1) In-person meeting
- Deliverables: Meeting minutes

EXHIBIT "A"



Task #2 – Existing Conditions Survey (Weeks #1-#6)

- **Topography:** OHM will map existing site features following ODOT's Survey & Mapping Specifications (2022) and field codes. Features and linework will be processed into AutoCAD Civil3D to create an existing base map of the site. Features will be collected using a combination of high accuracy RTK-GPS and 3" robotic total stations. The existing surface will be shown with one-foot contours and be based on break lines, an approximate 50-foot grid, along with intermediate-high and low points.
- **Utilities:** OHM will map existing utilities based on observed features, lines marked by OUPS, and any record plans provided. Note: Underground line locating, ground-penetrating radar (GPR), or excavation services by OHM to verify utilities.
- **Datum:** All survey information will be mapped in the Ohio State Plane Coordinate System, North American Datum of 1983 (NAD 83), and the North American Vertical Datum of 1988 (NAVD 88).
- This scope does not include any boundary resolution, consolidation plat, proposed easements, or legal descriptions.
- Meetings: None
- Deliverables: PDF and CAD files of survey, for use in design.

Task #3 – Geotechnical Investigation (Weeks #1-#6)

PSI will perform three 10'-deep soil borings, analyze the material, and summarize their findings in a report, as described in Exhibit '2'.

- Meetings: None
- Deliverables: PDF of geotechnical report.

Task #4 – Public and Stakeholder Engagement (Weeks #1-#6)

- **Community Meeting (Meeting #2):** OHM and SR will plan, organize, and facilitate an in-person, on-site public meeting to gather input from attendees on their preferences for the skatepark. The City will be responsible for advertising the meeting.
- **Stakeholder Meeting (Meeting #3):** On the same day as Meeting #2, OHM & SR will facilitate a meeting with representatives from the City Justice Center, Marous Bros., Sandusky Sailing Club, and other adjacent property owners, to coordinate with existing operations and upcoming planned improvements, and to address stakeholder concerns and ideas.
- Meetings: (2) in-person meetings
- Deliverables:
 - Community meeting presentation materials
 - Meeting minutes

Task #5 – Concept Development (Weeks #7-#10)

- **Preliminary Concept:**
 - The OHM team will develop up to two concept plans, based on input from the previous meetings and the geotechnical report. The plan(s) will include overall site development, relationships to and interface with to adjacent properties, pavement types, seating, shade sails, drinking fountain, digital device charging, site lighting, drinking fountain, planting areas, and skatepark footprint, access, circulation, spacing, elevations, & terrain sections.
 - Develop construction cost estimate.



- **Project Team Meeting** (Meeting #4): OHM will meet in person and SR will attend virtually with the City, to present the concept plan(s), discuss the Client's likes and dislikes, review the cost estimate, and reach consensus on preferred components that fit within the project budget.
- **Community Stakeholders Meeting** (Meeting #5): OHM, SR, and the City will meet, virtually, with representatives of community interest groups, to present and discuss the concept plan(s), and work toward a consensus on the preferred plan or plan components.
- Meetings: (1) hybrid meeting
- Deliverables:
 - Community stakeholder meeting presentation materials
 - Color concept plan
 - 3D renderings of skatepark (only)
 - Construction cost estimate

Task #6 – Design Development (Weeks #11-#14)

- **Illustrative graphics:** Prepare color plan and images representative of plan components, for Meeting #6.
- **Community Meeting** (Meeting #6): OHM will plan, organize, and facilitate an in-person, on-site public meeting to present the draft concept and gather input from attendees on what final changes they would like to see before finalizing the plan. The City will be responsible for advertising the meeting.
- **50% Design Development Drawings:** Based on the feedback from Meeting #6, the OHM team will refine the plan and generate the following drawings, to a 50% design development level:
 - Site preparation
 - Layout and materials
 - Grading
 - Site utilities (Drainage, power & lighting, water)
 - Planting
 - Details
- **Cost Estimate:** Update and refine the construction cost estimate
- Meetings: None
- Deliverables:
 - Community meeting presentation materials
 - Design development drawings
 - Cost estimate

Schedule

OHM anticipates the project duration, with the scope as defined above will be approximately four months. Potential items that may impact task durations include inclement weather, client review times, and timing of coordination of stakeholders, interviewees, and community participation. We are prepared to commence work on this project within two weeks of receipt of your written authorization to proceed.



Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following lump sum fee schedule.

Task	Fee
Task #1: Kickoff & Information Gathering	\$ 4,700
Task #2: Existing Conditions Survey	\$ 6,000
Task #3: Geotechnical Investigation	\$ 5,000
Task #4: Public & Stakeholder Engagement	\$ 6,000
Task #5: Concept Development	\$ 14,800
Task #6: Design Development	\$ 13,000
Total:	\$ 49,500

Clarifications and Assumptions

1. The OHM Team will be led by Jeremy Hinte as project manager, and will include input from our planning, landscape architecture, and municipal/civil engineering groups, as needed.
2. The Client will assemble its skatepark committee, led by an appointed member.
3. All other work not listed above is excluded from this proposal but can be added as an additional service, if requested.
4. All deliverables will be submitted electronically in PDF, CAD, or GIS data format, where applicable.
5. If additional labor effort is required, due to additional meetings not described in the Work Plan, change in schedule, Client-directed changes to the design that are departures from the design direction or scope of work and require rework of information completed in previous submissions, OHM Advisors will negotiate an amendment with the Client for additional services. OHM will not proceed with additional services, without written authorization to proceed from the Client.
6. **Force Majeure:** In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, pandemics, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than thirty (30) days, either party may terminate the Agreement upon written notice to the other party. In the event of any such termination, The Owner shall pay OHM for work performed through the effective date of termination.

EXHIBIT '1'

Sandusky Sailing Center

Sadler Sailing Basin

LIMIT OF WORK AND SURVEY

Sandusky Skate Park

Sandusky Pump Track
by PumpTrax USA

EXHIBIT "A"

Sandusky Police
Department

Cove Carryout
Convenience store

Nautical Specialties

Google

Billman Dr

Dutch Ln

June 20, 2022

Mr. Matt Hils, PLA, ASLA
Principal
OHM Advisors
6001 Euclid Ave, Suite 130
Cleveland, OH 44103

Re: Proposal for Geotechnical Services
Proposed Skate Park
NEC of Meigs St and E. Washington St.
Sandusky, OH 44870
PSI Proposal No. 0142-376590

Dear Mr. Hils:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit this proposal to conduct a geotechnical exploration for the proposed skate park to be located northeast of the intersection of Meigs Street and East Washington Street in Sandusky, Erie County, Ohio. PSI thanks you for the opportunity to propose these geotechnical services and looks forward to being part of the design team. A review of project information, along with a proposed scope of services, schedule, and fee are provided below.

An aerial photo of the site area shown below. PSI will perform three soil borings within these limits based on the final layout of the skate park, once provided.



PROJECT UNDERSTANDING:

Based on the provided information, a summary of our understanding of the proposed project is provided below:

PROJECT DESCRIPTION AND PROPOSAL BASIS	
Project Items	Project involves the construction of a new skate park facility consisting of concrete slabs on grade. The extents and specific layout of the new skate park have not been provided.
Existing Grade Change within Addition Footprints	Topography within the provided site limits is relatively flat and varies between Elevation 577 and Elevation 578.
Anticipated Cut/Fill	Minimal (i.e., < 1 foot) cut/fill is anticipated within the site area. However, larger cuts and fills may be required to form depressions, quarter pipes, or other skate features depending on the final layout and design.
Anticipated Foundation Types	Slab-on-grade foundations
Max Design Floor Loads	Not available at this time; Estimated: 200 psf

Site grading information has not been provided to us at the time of proposal preparation. The following table provides a generalized description of the existing site conditions and anticipated subsurface conditions based on available information.

SITE DESCRIPTION	
Site Coordinates	41.459117°, -82.700191°
Existing Site Ground Cover	Site cover currently consists of flat grass lawns with isolated trees. The site area currently contains a concrete slab supporting an existing skate park and asphalt parking lot.
Site History	According to historical aerial photos, the site area has consisted of open park space as far back as 1983. By 2004, the concrete slab supporting the current skate park is visible. The site has remained relatively unchanged up to the present.
Anticipated Surficial Geology	Less than 10 feet of glacial lake-planed moraine deposits
Anticipated Bedrock Geology	Bedrock consists of Devonian aged Columbus Limestone

Should the above information or assumptions be inconsistent with the planned construction, the Client should contact the PSI office and allow necessary modifications to be made to the proposal.

PRIVATE UTILITY LOCATING SERVICES (IF AUTHORIZED):

If detailed drawings depicting site utilities are not made available to us, PSI strongly recommends utilizing private utility location (PUL) services to clear the utilities within the planned test boring location areas. **PSI can coordinate with a PUL subcontractor to clear the private utility lines around the proposed boring locations for an additional fee. Please see the Additional Fees section below.**



SCOPE OF SERVICES:

The geotechnical engineering Scope of Services will include the following items.

- Desktop review of generally available public information, i.e., NRCS, USGS databases.
- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels at the site.
- Laboratory testing of the subsurface materials.
- Performing engineering analysis and providing geotechnical recommendations in written report format.

The Scope of Services does not include a fault study, a detailed geologic study, or any kind of environmental site assessment. The Scope of Services does not include drilling and sampling of contaminated material. If contaminated materials are encountered, PSI will contact the Client to discuss specific requirements and associated fees for contaminated material sampling, testing, and disposal.

During the field exploration, if unusual or soft soil conditions are found, or if the site layout or grading plans were to significantly change, deeper or a greater number of borings may be required to evaluate the subsurface conditions. If such conditions are noted, PSI would determine the necessary change in scope and will proceed with the work after prior authorization.

FIELD EXPLORATION:

PSI has prepared the following drilling program for the proposed project. The table below summarizes the exploratory boring program.

SUMMARY OF BORINGS		
Design Element	No of Borings	Boring Depth (ft)
Building Footprint	3	3@10 = 30
Total:	3	30

The boring locations will be identified in the field using available natural landmarks or GPS coordinates. Surveying of the boring locations to obtain surface coordinates and elevations is beyond the Scope of Services. References to elevations or depths of various subsurface strata will be based on depths below existing grade at the time of drilling.

- During the field activities, the subsurface conditions will be observed, logged, and visually classified. Field notes will be maintained to summarize soil types and descriptions, water levels, changes in subsurface conditions, and drilling conditions.
- Final depths of the borings may be extended or reduced depending on the subsurface materials identified during field activities.
- PSI will contact Ohio811 or other public utility clearance companies prior to the start of drilling activities. It is our experience that these companies do not mark the locations of privately-owned utilities. This proposal is based on the assumption that private utility lines and other subsurface appurtenances are located in the field by others prior to field activities.
- The Client will be responsible for coordinating our access to the site with the current property owner. PSI will not negotiate with the owner(s) for site access. The proposed fee is based upon our Scope of Services being completed during normal business hours (Monday through Friday



from 7 am to 5 pm) without interruption or delay and that the site will be readily accessible to our conventional truck-mounted drilling equipment.

- Project services do not include an evaluation of the site for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air, on, below, or around this site.
- **Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways.** The field crew will attempt to limit such damage, but no restoration other than backfilling the borings is included in this proposal. Excess auger cuttings and drilling spoils would be spread on the site.

ANTICIPATED FIELD EXPLORATION DESCRIPTION	
Drilling Equipment	Truck- or ATV-Mounted Drilling Equipment
Drilling Method	Hollow-Stem Augers
Field Testing	Standard Penetration Testing (ASTM D1586)
Sampling Procedure	Soils: ASTM D1587/1586
Sampling Frequency	2.5-Foot Intervals to a Depth of 10 Feet and at 5-Foot Intervals Thereafter.
Frequency of Groundwater Level Measurements	During and After Drilling
Boring Backfill Procedures	Soil Cuttings Only
Sample Preservation & Transportation Procedure	General Accordance with ASTM D4220

The test borings will be drilled to the planned depths or auger/spoon refusal, whichever comes first. Bedrock boring is not included in our Scope of Services. The field exploration program will be performed in general accordance with the designated ASTM procedures considering local and regional standard of care practices.

LABORATORY TESTING:

Representative soil samples obtained during the field exploration program will be transported to the PSI laboratory for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions identified during the field exploration program. The laboratory program will be performed in general accordance with the applicable ASTM procedures considering local and regional standard of care practices. The laboratory program may include the following tests:

LABORATORY TESTING GENERAL PROCEDURES	
Laboratory Test	ASTM Procedures
Visual Classification	ASTM D2488
Moisture Content	ASTM D2216
Atterberg Limits	ASTM D4318
Particle Size Analysis	ASTM D422

Portions of any samples that are not altered or consumed by laboratory testing will be retained for 60 days after the issuance of the geotechnical report and will then be discarded.

ENGINEERING ANALYSES AND REPORT:

The results of the field exploration and laboratory testing will be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the



recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical report may include the following items:

- General site development and subgrade preparation recommendations.
- Evaluation of the surface and subsurface conditions relative to the proposed construction, and identification of the physical and engineering characteristics of subsurface materials encountered during the sampling and testing.
- Recommendations for site excavation, fill compaction, and the use of on-site and imported fill material under floor slabs.
- Preparation of a geotechnical report, including Geotechnical Engineering recommendations, soil parameters and provisional data for use in design and construction of floor slabs.
- Recommendations for foundation design including bearing levels and bearing capacity.
- Estimated total and differential settlements.
- Recommendations for floor slab design, including subgrade preparation and Modulus of Subgrade Reaction (k) value.
- Recommendations for drainage, groundwater control, structural fill and compaction.
- Other geotechnical factors/construction considerations that may impact development.

A pdf version of the geotechnical report will be prepared and submitted by email to the Client and design team. If requested by the Client, additional hard copies can be provided. The geotechnical report will be reviewed and signed by a Professional Engineer registered in the State of Ohio.

SCHEDULE:

Based on current drilling schedules, drilling can commence within approximately **2 to 3 weeks** after receipt of authorization to proceed, weather permitting. We anticipate the field work will take **1 day** to complete. The final report will be provided within **3 weeks** of the completion of field work. If desired, preliminary geotechnical design information can be provided to the design team once the laboratory testing and engineering analyses are complete.

Delays sometimes occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Rights of Entry, and other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule as soon as possible.

FEE:

PSI proposes that the fee for performance of the outlined scope of services be determined on a unit rate basis in accordance with the attached Schedule of Geotechnical Services and Fees. Based on the Scope of Services outlined above, the estimated fee will be **\$4,480 as summarized in the following table:**



GEOTECHNICAL COST BREAKDOWN					
SN	Item	Unit	Unit	Qty.	Total
1	Mobilization/Demobilization	L.S.	\$700.00	1	\$700.00
2	Bore Layout and OUPS Coordination	Hrs.	\$80.00	6	\$480.00
3	Soil Borings/Sampling	Day	\$1,600.00	1	\$1,600.00
4	Visual Soil Classification	Hrs.	\$80.00	2	\$160.00
5	Private Utility Location (If Authorized)	L.S.	\$950.00	0	\$0.00
6	Water Content	Hrs.	\$60.00	2	\$120.00
7	Particle Size Analysis	Ea.	\$110.00	2	\$220.00
8	Atterberg Limit Test	Ea.	\$50.00	2	\$100.00
9	Project Engineer	Hrs.	\$80.00	10	\$800.00
10	Principal Engineer	Hrs.	\$140.00	1	\$140.00
11	Clerical Services	Hrs.	\$40.00	4	\$160.00
Total:					\$4,480.00

The estimated fee is based on the boring locations being accessible to our Truck- or ATV-mounted drilling equipment and the Client obtaining and providing permission for PSI to enter and access the site.

It should be noted that fees associated with reviewing construction drawings, executing traffic control services, preparing construction specifications, attending special conferences, providing environmental consulting, or any other work requested after submittal of the report is not included in the proposed fee.

ADDITIONAL FEES:

PSI can coordinate with a private utility location subcontractor to clear the private utility lines around the proposed boring locations for an additional fee of \$950.

AUTHORIZATION:

PSI will proceed with the work based on written authorization. The work will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal. Please sign and return one copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet, and provide a scaled site plan so that PSI may best serve the project. By executing this authorization, permission is being provided for PSI to access the project site.



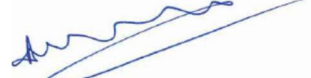
CLOSING:

We at PSI appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Daniel R. Pratt, P.E., P.G.
Geotechnical Department Manager



Alagaiya Veeramani, P.E.
Director | Principal Consultant

Attachments: Authorization
Project Data Sheet
General Conditions

1.

EXHIBIT "A"





ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Cody Browning, IT Manager

Date: September 13th, 2022

Subject: **Commission Agenda Item – Barracuda Email Essentials Complete Protection**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into a Managed Services Agreement for subscription licensing with Computers at Work, Inc. d.b.a. vTECHio of Naples, FL for Barracuda Email Essentials Complete Protection in the amount of \$1,497.00 per month.

BACKGROUND INFORMATION: Barracuda Email Essentials Complete Protection will provide additional multilayered security to protect against viruses, SPAM, phishing, email encryption, archiving every single email; inbound, outbound, and internal forever. This also includes unlimited backup and retention of all mailboxes, as well as OneDrive, and SharePoint.

BUDGETARY INFORMATION: The total cost of Barracuda Email Essentials Complete Protection is \$1,497.00 per month for a potential cost of \$17,964.00 per year and will be paid with IT operating budget funds (50%), Water Funds (25%), and Sewer Funds (25%).

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing the City Manager to enter into a Managed Services Agreement for subscription licensing with Computers at Work, Inc. d.b.a. vTECHio of Naples, FL. for Barracuda Email Essentials Complete Protection. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to immediately execute the agreement and provide the additional multilayered security to protect the City's e-mailing system at the earliest opportunity.

I concur with this recommendation:

Eric Wobser, City Manager

Cody Browning, IT Manager

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



2338 Immokalee Rd. #151
Naples, FL 34110
Phone: (239) 514-2888
Fax: (239) 236-2232

www.vTECHio.com

PROPOSAL CAWQ24702-02

Quoted: Sep 21, 2022

Expires: Oct 21, 2022

Prepared For:

City of Sandusky

Cody Browning
240 Columbus Ave.
Sandusky, OH 44870
United States

Phone (419) 627-5969

Email cbrowning@ci.sandusky.oh.us

Ship To:

City of Sandusky

Cody Browning
240 Columbus Ave.
Sandusky, OH 44870
United States

Presented By:

Jon Vandertill

jon.vandertill@vTECHio.com

(440) 715-3591

To accept this proposal, sign here and return:

Date: _____

Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.

Terms: Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
--------	-------------	-----------	------------	-----	------------

1	Barracuda Essentials Complete Protection	Advanced	\$4.99	300	\$1,497.00
---	---	----------	--------	------------	------------

Essentials Complete Protection:

Email Security Service

- o Multilayered security to protect against viruses, SPAM, phishing, typo-squatting, DOS attacks
- o Email Spooling and Email Continuity
- o Advanced Threat Protection which includes our cloud sandboxing for unknown threat signatures
- o Automatic email encryption

Limitless Cloud Archiving

- o We will archiving every single email; inbound, outbound, and internal... forever... zero data charges
- o Single solution for archiving email and instant messages
- o Full-featured mobile app for remote access
- o Advanced search capabilities

Limitless Cloud To Cloud Backup For Office365

- o API level integration to allow for seamless automatic backup without interruption to email or client site

Includes unlimited backup and retention of all mailboxes, as well as, OneDrive for Business, Skype for Business, and SharePoint Online

(First Monthly Payment)
\$1497.00 billed Monthly

Line #	Description	Product #	Unit Price	Qty	Ext. Price
--------	-------------	-----------	------------	-----	------------

Recurring :

Your investment in addition to the Grand Total:

\$1,497.00 Billed Monthly
\$0.00 Billed Quarterly
\$0.00 Billed Annually



www.vTECHio.com

Totals :

Subtotal	\$1,497.00
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$1,497.00

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

CERTIFICATE OF FUNDS

In the Matter of: Barracuda Email Essentials Complete Protection

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 #110-7080-53001, 612-5900-53001, 613-5900-53001

By: _____



Michelle Reeder

Finance Director

Dated: 9/21/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MANAGED SERVICES AGREEMENT FOR SUBSCRIPTION LICENSING FOR BARRACUDA ESSENTIALS COMPLETE PROTECTION WITH COMPUTERS AT WORK, INC. OF NAPLES, FLORIDA D.B.A. VTECHIO, FOR THE CITY'S E-MAILING SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Barracuda Essentials Complete Protection will provide additional multilayered security for the City's e-mailing system to protect against viruses, SPAM, phishing, email encryption, and archiving of every inbound, outbound, and internal email; and

WHEREAS, the subscription licensing for Barracuda Essentials Complete Protection is \$1,497.00 per month for a potential cost of \$17,964.00 per year which will be paid with Information Technology operating funds (50%), Water Funds (25%), and Sewer Funds (25%) and this subscription may be renewed for one (1) additional year; 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 provide the additional multilayered security to protect the City's e-mailing system 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 Department of Information Technology, 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 Managed Services Agreement for subscription licensing for Barracuda Essentials Complete Protection with Computers at Work, Inc. of Naples, Florida, d.b.a. vTECHio for the City's e-mailing system, substantially in the same form as reflected in Exhibit "1", a copy of 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. The City Manager and/or Finance Director is authorized and directed to expend funds to Computer at Work, Inc. of Naples, Florida d.b.a. vTECHio, for

Barracuda Essential Complete Protection for the City's e-mailing system in an amount **not to exceed** One Thousand Four Hundred Ninety Seven and 00/100 Dollars (\$1, 497.00) per month pursuant to and in accordance with the Managed Services Agreement.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 26, 2022



MANAGED SERVICES AGREEMENT

We are committed to providing you with the highest quality services. If, at any time, you have questions or problems please let us know. Our goal is to provide you premium service and support.

CUSTOMER SIGNATURE	
Full Business Name:	City of Sandusky
Printed Name:	
Title:	
Date:	

AUTHORIZED SIGNATURE	
Computers at Work, Inc. d/b/a vTECH io	
David W. Peterson	
CEO	
Date:	

By this Managed IT Services Agreement ("Agreement"), Computers at Work, Inc., d/b/a vTECH io ("vTECH io") and the customer identified above ("Client") agree as follows:

1. Engagement. Client retains VTECH io to perform the services described in Addendum B.

2. Term. This Agreement is effective as of the "Effective Date" specified in Attached Addendums. Initial term will be for one year from effective date and will automatically renew for additional one year terms unless either party shall notify the other party in writing of their intent not to renew 30 days or more prior to the expiration date of the current term. Either party may terminate this agreement at any time with 90 days written notice to the other party. No V Care agreement includes services for telephony, structured wiring, web design or application coding.

3. Fees. Client shall pay VTECH io the fees described in the Addendum A in U.S. dollars no later than the first day of the covered services month. Note: the total price for services may fluctuate from month to month, based on the total number of covered workstations, servers and network sites, as they are either added to or taken out of the network.

4. Disclaimer. VTECH io makes no warranties or promises about the performance or other characteristics of Deliverables or the information, services or products provided in connection with this Agreement. Under no circumstances shall VTECH io have any liability for a Defect or any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including reasonable attorney's fees, (collectively "Losses") caused, directly or indirectly, in whole or in part, by: (i) Client; (ii) a third party; (iii) abuse, misuse, alteration or use of a Deliverable outside of VTECH io-specified operating requirements; or (iv) any other failure not directly attributable to VTECH io. ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF QUALITY, DURABILITY, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, CONTINUOUS USE, DESIGN, COMPLIANCE WITH APPLICABLE LAW, PERFORMANCE OR ERROR-FREE OPERATION ARE DISCLAIMED IN THEIR ENTIRETY.

5. Limitation of Liability. Under no circumstances shall VTECH io be liable for any Losses that are not brought to its attention by Client in writing within thirty (30) days of the event that gave rise to the alleged liability. No action arising out of this Agreement may be brought by Client more than one (1) year after the applicable Deliverable is delivered. VTECH io's liability arising out of this Agreement or any Deliverable is limited, in the aggregate, to the amount of fees actually paid for the applicable Deliverable. VTECH

io shall not be liable for any incidental, consequential, special, indirect, delay, economic or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of a Deliverable or this Agreement, even if VTECH io or its suppliers were advised of the possibility of such damage.

6. Interference. Client shall not, directly or indirectly, during the term of this Agreement and for twelve (12) months following its termination, induce or influence any employee of VTECH io or any other person or entity to terminate their relationship with VTECH io.

7. Confidentiality. Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. VTECH io designates the Deliverables, all information relating to the Deliverables and the financial terms of this Agreement as confidential. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; or (v) is received from a third party to whom the information was disclosed without restriction.

8. Termination and Additional Remedies.

8.1 In addition to any other remedies to which it is entitled, VTECH io reserves the right to terminate this Agreement if Client: (i) commits a material breach; (ii) is the subject of a dissolution or bankruptcy action; (iii) suffers the appointment of a receiver or trustee; or (iv) commits any act with the intent to defraud VTECH io. VTECH io shall also be entitled to an injunction, without bond, prohibiting any breach of this Agreement by Client.

8.2 Upon termination of this Agreement for any reason, Client shall either return or destroy all of VTECH io's Confidential Information. In addition, upon termination of its license to use a Deliverable, Client shall cease using the Deliverable and return it to VTECH io.



MANAGED SERVICES AGREEMENT

9. Miscellaneous.

9.1 Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from VTECH io, and any such attempt shall be null and void. Any dissolution, merger, consolidation, reorganization or transfer of a majority of the assets or stock of Client shall constitute an attempted assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

9.2 This Agreement shall be governed by the state and Federal laws applicable in Florida, U.S.A. Any dispute, claim or controversy arising out of or relating to the subject matter of this Agreement shall be settled through binding arbitration administered by the American Arbitration Association in accordance with its then current Commercial Arbitration Rules and, if applicable and available, any specialized rules relating to the administration of technology disputes. The arbitrator shall have jurisdiction to award the prevailing party, if any, its reasonable attorney's fees, costs and expenses. All arbitration proceedings shall be held in the city of Naples, Collier County, Florida, U.S.A. Judgment on any arbitration award may be entered in any court having jurisdiction over the subject matter or the parties.

9.3 VTECH io shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots,

earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications interruption, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by VTECH io.

9.4 This Agreement, together with any specifically referenced documents, constitutes the entire understanding of the parties with respect to its subject matter, and all prior agreements, understandings and representations are canceled in their entirety.

9.5 Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable customs, duties, sales taxes, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.

9.6 This Agreement may only be modified by written agreement of the parties. Sections 4, 5, 6 and 7, as well as subsections 8.2, 9.2 and 9.5, shall survive termination of this Agreement.

9.7 VTECH io may transfer or assign all of its rights and obligations under this Agreement to any affiliate, subsidiary, or successor (including the purchaser of all or substantially all of its assets) at any time without the consent of Client.



MANAGED SERVICES AGREEMENT

ADDENDUM B

Barracuda Essentials Complete Protection Quote CAWQ24702-01

Barracuda Essentials Complete Protection 300 Users @ \$4.99

\$1,497 / Month

- *Email Security Service*
 - o Multilayered security to protect against viruses, SPAM, phishing, typo-squatting, DOS attacks
 - o Email Spooling and Email Continuity
 - o Advanced Threat Protection which includes our cloud sandboxing for unknown threat signatures
 - o Automatic email encryption
- *Limitless Cloud Archiving*
 - o We will archiving every single email; inbound, outbound, and internal... forever... zero data charges
 - o Single solution for archiving email and instant messages
 - o Full-featured mobile app for remote access
 - o Advanced search capabilities
- *Limitless Cloud To Cloud Backup For Office365*
 - o API level integration to allow for seamless automatic backup without interruption to email or client site
- Includes unlimited backup and retention of all mailboxes, as well as, OneDrive for Business, Skype for Business, and SharePoint Online