



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
APRIL 24, 2023 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Harris
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	M. Meinzer, W. Poole, D. Murray, D. Brady, S. Poggiali, D. Waddington, B. Harris
APPROVAL OF MINUTES	April 10, 2023 Regular Meeting
AUDIENCE PARTICIPATION	
PUBLIC HEARINGS	2023 CDBG Action Plan, Nicole Grohe Battery Park Planned Unit Development, Arin Blair
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

**CONSENT AGENDA ITEMS**

**ITEM A – Submitted by Cathy Myers, Commission Clerk**

**LIQUOR LICENSE FOR MILLENNIUM OPERATIONS LLC**

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

**Notice to Legislative Authority for NEW C1, C2 Liquor License,** Beer only in original sealed container for carry out only. Wine and mixed beverages in sealed containers for carry out, for: **Millennium Operations LLC, DBA Cedar Points Express Hotel Store, 1201 Cedar Point Drive.**

**ITEM B – Submitted by Cathy Myers, Commission Clerk**

**LIQUOR LICENSE FOR FAMILY DOLLAR STORES OF OHIO LLC**

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

**Notice to Legislative Authority for NEW C1, C2 Liquor License,** Beer only in original sealed container for carry out only. Wine and mixed beverages in sealed containers for carry out, for: **Family Dollar Stores of Ohio LLC, DBA Family Dollar Store 27280, 709 W. Perkins Avenue.**

**ITEM C – Submitted by Cathy Myers, Commission Clerk**

**LIQUOR LICENSE FOR FAMILY DOLLAR STORES OF OHIO LLC**

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

**Notice to Legislative Authority for NEW C1, C2, D6 Liquor License,** Beer only in original sealed container for carry out only. Wine and mixed beverages in sealed containers for carry out. Sale of intoxicating liquor on Sunday between the hours of 10am or 11am and midnight, for: **Family Dollar Stores of Ohio LLC, DBA Family Dollar Store 21967, 1112 Cleveland Road.**

**ITEM D – Submitted by Michelle Reeder, Finance Director**

**BUDGET AMENDMENT #2**

**Budgetary Information:** Appropriation amendments are required to update the 2023 budget for these funds:

- General Fund
- Capital Projects Funds
- Water Funds
- Sewer Funds

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed adopting Amendment No. 2 to Ordinance no. 23-002 passed by this City Commission on January 9, 2023, making general appropriations for the fiscal year 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM E – Submitted by Josh Snyder, Public Works Engineer**

**APPROVAL OF C/O #1 & FINAL OF CDBG E. WATER ST. PUBLIC PARKING LOT PROJECT**

**Budgetary Information:** The original contract was awarded in an amount not to exceed \$39,642.00, paid for with Community Development Block Grant (CDBG) funds. The change order reflects a reduction of \$1,178.30, presenting the final contract cost as \$38,463.70, of which the money not spent will go back to the CDBG fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed 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 2022 Community Development Block Grant (CDBG) E. Water Street Public Parking Lot Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Jason Werling, Recreation Superintendent

APPROVAL FOR SERVICES AGREEMENT WITH SANDUSKY STATE THEATRE FOR RED POPCORN WAGON

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

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a lease agreement with the Sandusky State Theatre for the staffing and operation of the Red Popcorn Wagon for 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA

ITEM 1 – Submitted by Jason Werling, Recreation Superintendent

APPROVAL TO PURCHASE SHELTER FOR JAYCEE PARK SOUTH FROM GAMETIME

**Budgetary Information:** The total cost of the shelter is \$27,735.00 of which will be paid with funding donated from the Randolph J. & Estelle M. Dorn Foundation for the Sandusky Neighborhood Initiative.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase of a shelter from Gametime / DWA Recreation, Inc. of Harrison, Ohio, through Omnia Partners Purchasing Program for Jaycee Park South; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Scott Kromer, Streets & Utilities Superintendent

APPROVAL TO PURCHASE 2024 FREIGHTLINER & EQUIP. PACKAGE FOR STREETS & TRAFFIC FROM VALLEY

**Budgetary Information:** The total cost of the truck and outfitted equipment shall not exceed \$240,051.00 and shall be paid for using Capital Funds.

1. **ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase a 2024 Freightliner M2 106 Cab & Chassis from Valley Freightliner, Inc. of Parma, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program for the Streets & Traffic Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

2. **ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase a 2023 Single Axle Ice Control Truck Equipment Package from Henderson Products, Inc., of Bucyrus, Ohio, through the Sourcewell Cooperative Purchasing Program for the Streets & Traffic Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Jane Cullen, City Engineer

APPROVAL FOR PDS AGREEMENT FOR FOLLETT & MILLS ST. WATER TANK INSPECTION & THM REMOVAL WITH ARCADIS

**Budgetary Information:** The cost for professional design services does not exceed \$49,000.00 and will be paid with Water Capital funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for Professional Design Services with Arcadis U.S., Inc. of Toledo, Ohio, for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Jane Cullen, City Engineer

APPROVAL FOR PDS AGREEMENT FOR E. PERKINS AVE. WATERLINE WITH BRAMHALL

**Budgetary Information:** The not to exceed cost for professional design services is \$18,900.00 to be paid with City Water Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for Professional Design Services with Bramhall Engineering & Surveying Company of Avon, Ohio, for the East Perkins Avenue Waterline Replacement Project in conjunction with the East Perkins Avenue Resurfacing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Arin Blair, Chief Planner

APPROVAL OF ZONING MAP AMENDMENT AND PRELIMINARY PLAN FOR PUD AT 701 E. WATER STREET (BATTERY PARK)

**Budgetary Information:** There is no budgetary impact to the General Fund with this proposed legislation.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending the Official Zone Map of the City of Sandusky to rezone Parcel Nos. 56-01377.000, 56-01377.001, 56-01377.002, 56-01377.003, 56-61377.000, 56-61377.001, and 56-61377.501, located at 701 E. Water Street, for a Residential Planned Unit Development;

approving the preliminary plans for the proposed planned unit development; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 6 – Submitted by Collen Gilson, Interim Asst. City Manager/Community Development Director**

**APPROVAL OF DEVELOPMENT AGREEMENT WITH BATTERY PARK SANDUSKY LLC**

**Budgetary Information:** The agreement commits the City to expend no less than \$1,000,000 on upgrading the Sandusky Bay Pavilion public park, the expenditure of which will be subject to future City Commission approval.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed approving a Development Agreement with Battery Park Sandusky LLC relating to the mixed-use development of the Battery Park property located at 701 E. Water Street; 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](http://www.CityofSandusky.com/Live) – Click “Play” 

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6806 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2380 FAX(614)644-3166

TO

59819200040		NEW		MILLENNIUM OPERATIONS LLC DBA CEDAR POINTS EXPRESS HOTEL STORE 1201 CEDAR POINT DR SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
ISSUE DATE				
03 30 2023				
FILING DATE				
C1 C2		PERMIT CLASSES		
22	077	B	D73999	
TAX DISTRICT		RECEIPT NO.		

FROM 04/11/2023

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



MAILED 04/11/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/12/2023

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

**B NEW 5981920-0040**

(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**



## Cathy Myers

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**From:** Jared Oliver  
**Sent:** Monday, April 17, 2023 11:51 AM  
**To:** Cathy Myers; Mario D'Amico; Colleen Gilson  
**Subject:** RE: NEW Liquor License for Millennium Operations LLC #59819200040

SPD has no comments or concerns with this permit.



**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](http://www.ci.sandusky.oh.us)



---

**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Monday, April 17, 2023 9:47 AM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Subject:** RE: NEW Liquor License for Millennium Operations LLC #59819200040

License attached..



**Cathy Myers, Commission Clerk**  
City Hall  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850 | F: 419.627.5555  
[www.cityofsandusky.com](http://www.cityofsandusky.com)



---

**From:** Cathy Myers  
**Sent:** Monday, April 17, 2023 9:45 AM  
**To:** Jared Oliver <[joliver@cityofsandusky.com](mailto:joliver@cityofsandusky.com)>; Mario D'Amico <[mdamico@cityofsandusky.com](mailto:mdamico@cityofsandusky.com)>; Colleen Gilson <[CGilson@cityofsandusky.com](mailto:CGilson@cityofsandusky.com)>  
**Subject:** NEW Liquor License for Millennium Operations LLC #59819200040

Liquor License for: Millennium Operations LLC, DBA Cedar Points Express Hotel Store, 1201 Cedar Point Dr.

C1, C2: Beer only in original sealed container for carry out only. Wine & mixed beverages in sealed containers for carry out.

## Cathy Myers

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**From:** Mario D'Amico  
**Sent:** Monday, April 17, 2023 11:15 AM  
**To:** Cathy Myers  
**Subject:** Re: NEW Liquor License for Millennium Operations LLC #59819200040

SFD does not have any issues with this request.



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](mailto:mdamico@ci.sandusky.oh.us)

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**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Monday, April 17, 2023 9:47 AM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Subject:** RE: NEW Liquor License for Millennium Operations LLC #59819200040

License attached..



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



**From:** Cathy Myers  
**Sent:** Monday, April 17, 2023 9:45 AM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Subject:** NEW Liquor License for Millennium Operations LLC #59819200040

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C1, C2: Beer only in original sealed container for carry out only. Wine & mixed beverages in sealed containers for carry out.

## Cathy Myers

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**From:** Colleen Gilson  
**Sent:** Monday, April 17, 2023 1:09 PM  
**To:** Cathy Myers; Jared Oliver; Mario D'Amico  
**Subject:** RE: NEW Liquor License for Millennium Operations LLC #59819200040

No objections.

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**From:** Cathy Myers <[CommissionClerk@cityofsandusky.com](mailto:CommissionClerk@cityofsandusky.com)>  
**Sent:** Monday, April 17, 2023 12:06 PM  
**To:** Jared Oliver <[joliver@cityofsandusky.com](mailto:joliver@cityofsandusky.com)>; Mario D'Amico <[mdamico@cityofsandusky.com](mailto:mdamico@cityofsandusky.com)>; Colleen Gilson <[CGilson@cityofsandusky.com](mailto:CGilson@cityofsandusky.com)>  
**Subject:** RE: NEW Liquor License for Millennium Operations LLC #59819200040

Thank you!



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[www.cityofsandusky.com](http://www.cityofsandusky.com)



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**From:** Jared Oliver <[joliver@cityofsandusky.com](mailto:joliver@cityofsandusky.com)>  
**Sent:** Monday, April 17, 2023 11:51 AM  
**To:** Cathy Myers <[CommissionClerk@cityofsandusky.com](mailto:CommissionClerk@cityofsandusky.com)>; Mario D'Amico <[mdamico@cityofsandusky.com](mailto:mdamico@cityofsandusky.com)>; Colleen Gilson <[CGilson@cityofsandusky.com](mailto:CGilson@cityofsandusky.com)>  
**Subject:** RE: NEW Liquor License for Millennium Operations LLC #59819200040

SPD has no comments or concerns with this permit.



**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](http://www.ci.sandusky.oh.us)



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**From:** Cathy Myers <[CommissionClerk@cityofsandusky.com](mailto:CommissionClerk@cityofsandusky.com)>  
**Sent:** Monday, April 17, 2023 9:47 AM

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

26312758735		NEW	FAMILY DOLLAR STORES OF OHIO LLC DBA FAMILY DOLLAR STORE 27280 709 W PERKINS AVE SANDUSKY OH 44870
PERMIT NUMBER		TYPE	
ISSUE DATE			
04 05 2023			
FILING DATE			
C1		PERMIT CLASSES	
22	077	B	D73707
TAX DISTRICT		RECEIPT NO.	

FROM 04/07/2023

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



MAILED 04/07/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/08/2023

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

**B NEW 2631275-8735**

(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

## Cathy Myers

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**From:** Mario D'Amico  
**Sent:** Wednesday, April 12, 2023 7:45 AM  
**To:** Cathy Myers  
**Subject:** Re: NEW Liquor Permit #26312758735 for Family Dollar

Cathy,

SFD has no issues with this liquor license.



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](mailto:mdamico@ci.sandusky.oh.us)

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**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Tuesday, April 11, 2023 2:02 PM  
**To:** Colleen Gilson <CGilson@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** NEW Liquor Permit #26312758735 for Family Dollar

(different Family Dollar)

Liquor License for: Family Dollar Stores of Ohio, LLC, DBA Family Dollar Store 21280, 709 W. Perkins Ave., Sandusky

C1,C2: Beer only in original sealed container for carry out only. Wine & mixed beverages in sealed containers for carry out.

Please let Commission know if you have any input on this license.

Thank you.



**Cathy Myers, Commission Clerk**  
City Hall  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850 | F: 419.627.5555  
[www.cityofsandusky.com](http://www.cityofsandusky.com)



## Cathy Myers

---

**From:** Jared Oliver  
**Sent:** Wednesday, April 12, 2023 8:41 AM  
**To:** Cathy Myers; Colleen Gilson; Mario D'Amico  
**Subject:** RE: NEW Liquor Permit #26312758735 for Family Dollar

SPD has no comments or concerns regarding this.



**Jared Oliver | Chief of Police**  
SANDUSKY POLICE DEPARTMENT  
222 Meigs Street | Sandusky, OH 44870  
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**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Tuesday, April 11, 2023 2:03 PM  
**To:** Colleen Gilson <CGilson@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** NEW Liquor Permit #26312758735 for Family Dollar

(different Family Dollar)

Liquor License for: Family Dollar Stores of Ohio, LLC, DBA Family Dollar Store 21280, 709 W. Perkins Ave., Sandusky

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Please let Commission know if you have any input on this license.

Thank you.



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[www.cityofsandusky.com](http://www.cityofsandusky.com)



## Cathy Myers

---

**From:** Colleen Gilson  
**Sent:** Wednesday, April 12, 2023 9:48 AM  
**To:** Jared Oliver; Cathy Myers; Mario D'Amico  
**Subject:** RE: NEW Liquor Permit #26312758735 for Family Dollar

No concerns from Comm Dev either.

---

**From:** Jared Oliver <joliver@cityofsandusky.com>  
**Sent:** Wednesday, April 12, 2023 8:41 AM  
**To:** Cathy Myers <CommissionClerk@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** RE: NEW Liquor Permit #26312758735 for Family Dollar

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**Sent:** Tuesday, April 11, 2023 2:03 PM  
**To:** Colleen Gilson <[CGilson@cityofsandusky.com](mailto:CGilson@cityofsandusky.com)>; Jared Oliver <[joliver@cityofsandusky.com](mailto:joliver@cityofsandusky.com)>; Mario D'Amico <[mdamico@cityofsandusky.com](mailto:mdamico@cityofsandusky.com)>  
**Subject:** NEW Liquor Permit #26312758735 for Family Dollar

(different Family Dollar)

Liquor License for: Family Dollar Stores of Ohio, LLC, DBA Family Dollar Store 21280, 709 W. Perkins Ave., Sandusky

C1,C2: Beer only in original sealed container for carry out only. Wine & mixed beverages in sealed containers for carry out.

Please let Commission know if you have any input on this license.

Thank you.

**Cathy Myers, Commission Clerk**  
City Hall



NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)844-2360 FAX(614)844-3166

TO

26312758730		NEW	FAMILY DOLLAR STORES OF OHIO LLC DBA FAMILY DOLLAR STORE 21967 1112 CLEVELAND RD SANDUSKY OH 44870
PERMIT NUMBER		TYPE	
ISSUE DATE			
04 05 2023			
FILING DATE			
C1		PERMIT CLASSES	
22 077 B		D73713	
TAX DISTRICT		RECEIPT NO.	

FROM 04/07/2023

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



MAILED 04/07/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/08/2023

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

**B NEW 2631275-8730**

(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

## Cathy Myers

---

**From:** Jared Oliver  
**Sent:** Monday, April 10, 2023 2:13 PM  
**To:** Cathy Myers; Mario D'Amico; Colleen Gilson  
**Subject:** RE: NEW Liquor Permit #26312758730 for Family Dollar

SPD has no concerns with this permit.



**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](http://www.ci.sandusky.oh.us)



**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Monday, April 10, 2023 1:46 PM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Subject:** NEW Liquor Permit #26312758730 for Family Dollar

Liquor License for: Family Dollar Stores of Ohio, LLC, DBA Family Dollar Store 21967, 1112 Cleveland Rd., Sandusky

C1,C2, D6: Beer only in original sealed container for carry out only. Wine & mixed beverages in sealed containers for carry out. Sale of intoxicating liquor on Sunday between the hours 10am or 11am and midnight.

Please let Commission know if you have any input on this license.

Thank you.



**Cathy Myers, Commission Clerk**  
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T: 419.627.5850 | F: 419.627.5555  
[www.cityofsandusky.com](http://www.cityofsandusky.com)



## Cathy Myers

---

**From:** Mario D'Amico  
**Sent:** Monday, April 10, 2023 2:24 PM  
**To:** Cathy Myers; Jared Oliver; Colleen Gilson  
**Subject:** Re: NEW Liquor Permit #26312758730 for Family Dollar

Fire has no issues with this permit.



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](mailto:mdamico@ci.sandusky.oh.us)

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**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Monday, April 10, 2023 1:45 PM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Subject:** NEW Liquor Permit #26312758730 for Family Dollar

Liquor License for: Family Dollar Stores of Ohio, LLC, DBA Family Dollar Store 21967, 1112 Cleveland Rd., Sandusky

C1,C2, D6: Beer only in original sealed container for carry out only. Wine & mixed beverages in sealed containers for carry out. Sale of intoxicating liquor on Sunday between the hours 10am or 11am and midnight.

Please let Commission know if you have any input on this license.

Thank you.



**Cathy Myers, Commission Clerk**  
City Hall  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850 | F: 419.627.5555  
[www.cityofsandusky.com](http://www.cityofsandusky.com)



## Cathy Myers

---

**From:** Colleen Gilson  
**Sent:** Monday, April 10, 2023 2:50 PM  
**To:** Jared Oliver; Cathy Myers; Mario D'Amico  
**Subject:** RE: NEW Liquor Permit #26312758730 for Family Dollar

No objections from Community Development.



**Colleen M. Gilson | Interim Assistant City Manager**  
**Interim Director of Community Development**  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5807  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)



**From:** Jared Oliver <joliver@cityofsandusky.com>  
**Sent:** Monday, April 10, 2023 2:13 PM  
**To:** Cathy Myers <CommissionClerk@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Subject:** RE: NEW Liquor Permit #26312758730 for Family Dollar

SPD has no concerns with this permit.

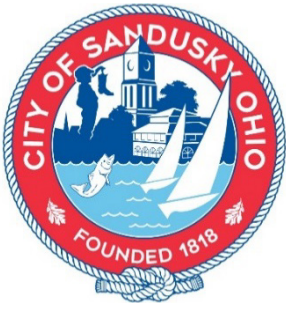


**Jared Oliver | Chief of Police**  
SANDUSKY POLICE DEPARTMENT  
222 Meigs Street | Sandusky, OH 44870  
T: 419.627.5869 | F: 419.627.5862  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)



**From:** Cathy Myers <[CommissionClerk@cityofsandusky.com](mailto:CommissionClerk@cityofsandusky.com)>  
**Sent:** Monday, April 10, 2023 1:46 PM  
**To:** Jared Oliver <[joliver@cityofsandusky.com](mailto:joliver@cityofsandusky.com)>; Mario D'Amico <[mdamico@cityofsandusky.com](mailto:mdamico@cityofsandusky.com)>; Colleen Gilson <[CGilson@cityofsandusky.com](mailto:CGilson@cityofsandusky.com)>  
**Subject:** NEW Liquor Permit #26312758730 for Family Dollar

Liquor License for: Family Dollar Stores of Ohio, LLC, DBA Family Dollar Store 21967, 1112 Cleveland Rd., Sandusky



## FINANCE DEPARTMENT

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

TO: John Orzech, Interim City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: April 12, 2023  
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 #2 to the 2023 General Appropriations.

### **BUDGETARY INFORMATION:**

Appropriation amendments are required to update the 2023 budget for these funds:

- General Fund
- Capital Projects Funds
- Water Funds
- Sewer Funds

### **ACTION REQUIRED:**

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

I concur with this recommendation:

---

John Orzech  
Interim City Manager

---

Michelle Reeder  
Finance Director

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

AN ORDINANCE ADOPTING AMENDMENT NO. 2 TO ORDINANCE NO. 23-002 PASSED BY THIS CITY COMMISSION ON JANUARY 9, 2023, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2023; 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 2023 Operating Budget by Ordinance No. 23-002, passed on January 9, 2023; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 23-002 to cover deficiencies or needs which existed in the General, Street, State Grants, Capital Projects, Urban Renewal Debt Retirement, Water, and Sewer Funds by Ordinance No. 23-035, passed on February 27, 2023; and

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Capital Projects, Water 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. 23-002 passed by this City Commission on the 9<sup>th</sup> day of January, 2023, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL		TOTAL
	SERVICES	OTHER	
Parks & Public Realm	-	75,000	75,000
GENERAL FUND TOTAL	-	75,000	75,000
CAPITAL PROJECTS FUND	-	1,629,763	1,629,763
WATER FUNDS	-	4,672,538	4,672,538
SEWER FUND	-	11,393,548	11,393,548
TOTAL ALL FUNDS	-	17,770,849	17,770,849

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.

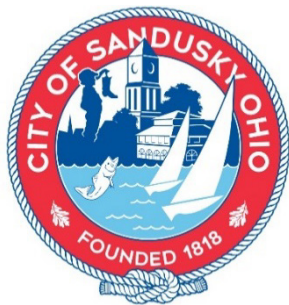
Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission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

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

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: April 24, 2023





## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager

From: Josh Snyder, P.E., Public Works Engineer

Date: April 10, 2023

**Subject: Commission Agenda Item – Change Order 1 & Final for the 2022 Community Development Block Grant (CDBG) E. Water St. Public Parking Lot Improvement Project**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of Change Order 1 and Final for the 2022 Community Development Block Grant (CDBG) E. Water St. Public Parking Lot Improvement Project.

**BACKGROUND INFORMATION:** Legislation was passed at the August 22, 2022, City Commission meeting awarding a construction contract for the 2022 Community Development Block Grant (CDBG) E. Water St. Public Parking Lot Improvement Project to Smith Paving & Excavating Inc. of Norwalk, Ohio via Ordinance 22-170 in the amount of \$39,642.00. The project provided for the installation of new concrete islands, dumpster pad and drive approach to the lot. Flat surface work of installation of a new asphalt surface is to be completed by City staff in the next few weeks. This change order accounts for change in thickness of concrete at the approach from 6" to a thicker 8", savings in quantity on the curb installation, as well as, monies not used within the contingency line item.

**BUDGETARY INFORMATION:** The original contract was awarded in an amount not to exceed of \$39,642.00, being paid for with Community Development Block Grant (CDBG) funds. The change order reflects a reduction of \$1,178.30, presenting the final contract cost as \$38,463.70, of which the money not spent will go back to the CDBG fund.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared for Change Order 1 & Final on the 2022 Community Development Block Grant (CDBG) E. Water St. Public Parking Lot Improvement Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for project closeout and reporting.

I concur with this recommendation:

---

John Orzech  
Interim City Manager

---

Aaron Klein  
Director

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

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF PUBLIC WORKS

Project: 2022 CDBG E Water St Public Parking Lot Improvement Project  
Construction Work Order No.: 1 & Final

Contractor: Smith Paving & Excavating, Inc.

P.O. Box 511

Norwalk, OH 44857

CONTRACT: 2992  
ORDINANCE NO. 22-170

STREET OR LOCATION OF WORK: East Water Street Parking Lot

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

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
1		1	1	0.00	LS	Bonding/Mobilization	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$0.00
2		1	1.00	0.00	LS	Maintenance of Traffic	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$0.00
3	452	46	0.00	-46.00	SY	Driveway Installation 6"	\$ 58.00	\$ 2,668.00	\$ -	-\$2,668.00
4	452	94	159.90	65.90	SY	Dumpster approach pads 8" light broom finish	\$ 66.00	\$ 6,204.00	\$ 10,553.40	\$4,349.40
5	452	58	50.10	-7.90	SY	Concrete Paved Islands 8", coarse broom finish	\$ 69.00	\$ 4,002.00	\$ 3,456.90	-\$545.10
6		37	37.00	0.00	LF	Curb Cut	\$ 27.00	\$ 999.00	\$ 999.00	\$0.00
7	608	309	279.90	-29.10	LF	Type 3 Curb Installation	\$ 35.00	\$ 10,815.00	\$ 9,796.50	-\$1,018.50
8		198	237.30	39.30	SY	Excavation	\$ 23.00	\$ 4,554.00	\$ 5,457.90	\$903.90
9		400	400.00	0.00	LF	Saw Cutting	\$ 2.25	\$ 900.00	\$ 900.00	\$0.00
10		1	0.45	-0.55	LS	Contingency	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00	-\$2,200.00
Total Difference							\$ (1,178.30)			

Explanation: Change order & Contingency reflects work performed in the field.

Accepted:  Date: 4/3/23, 2023

Contractor

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_, 2023

City Engineer

Original Contract Price = \$ 39,642.00  
Contract Price after CO1 = \$ 38,463.70  
% Increase = -3.0%  
Original Budget/Estimate = \$ 39,642.00  
% Increase = -3.0%

**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 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) E. WATER STREET PUBLIC PARKING LOT IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City's public parking lot that lies between Columbus Avenue and Wayne Street, just South of, and accessible from Water Street, commonly referred as the long-standing abutting business "Daly's" lot and consisting of .626 acre and fifty-one (51) public parking spaces, was in poor condition requiring repairs beyond typical maintenance; and

**WHEREAS**, the 2022 Community Development Block Grant (CDBG) E. Water Street Public Parking Lot Improvement Project involved varying degrees of pavement work, slightly re-configuring the layout to gain six (6) additional parking spaces, concrete aprons for the recently installed dumpster pads, addition of curbed and raised concrete "islands" that will host planters, and addition of a third (3<sup>rd</sup>) access point onto E. Water Street, making ingress and egress easier; and

**WHEREAS**, the City Commission declared the necessity for the City to proceed with the proposed 2022 Community Development Block Grant (CDBG) E. Water Street Public Parking Lot Improvement Project by Resolution No. 031-22R, passed on May 9, 2022, and subsequently repealed the Resolution and declared the necessity for the City to proceed with a revised project, specifications and engineer's estimate by Resolution No. 037-22R, passed on June 13, 2022; and

**WHEREAS**, this First & Final Change Order reflects the increased thickness of concrete at the approach from 6" to 8", savings in quantity of curb installation, as well as a reduction in the contingency amount; and

**WHEREAS**, the original contract with Smith Paving & Excavating, Inc., was \$39,642.00 and with the **deduction** of this First & Final Change Order in the amount of \$1,178.30 the final contract cost is \$38,463.70, of which the unused funds will be returned to the CDBG 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 close out the completed project and finalize reporting; 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 2022 Community Development Block Grant (CDBG) E. Water Street Public Parking Lot Improvement Project and to **deduct** from the contract amount the sum of One Thousand One Hundred Seventy-Eight and 30/100 Dollars (\$1,178.30) resulting in the final contract cost of Thirty-Eight Thousand Four Hundred Sixty-Three and 70/100 Dollars (\$38,463.70) 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.

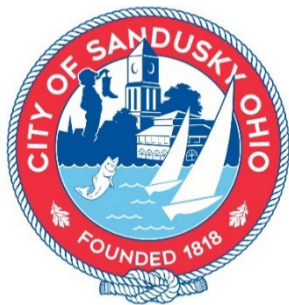
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: April 24, 2023



## RECREATION

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

To: John Orzech, Interim City Manager

From: Jason Werling, Recreation Superintendent

Date: April 10, 2023

Subject: Commission Agenda Item

**ITEMS FOR CONSIDERATION:** Requesting legislation for approval to extend a services agreement with the Sandusky State Theatre for the operation of the Red Popcorn Wagon in 2023.

**BACKGROUND INFORMATION:**

- The Red Popcorn Wagon was donated to the City of Sandusky by the Jack P. Colvin family with the condition the City restore it and maintain the current location of the wagon in Washington Park. Since 2002, operation of the wagon has been provided by volunteers from the United Way of Erie County and its partners, the Sandusky Police and Fire departments, The Old House Guild and countless organizations and individuals.
  - The Sandusky State Theatre has operated the Red Popcorn Wagon in 2021 and 2022 as a visible beacon in downtown Sandusky and a fundraiser to assist in the rebuilding of the historic theater.
  - The SST has a core group of volunteers available to staff the wagon during the peak times of operation: Tuesday Night Gazebo Concert Series, Friday Night Car Shows and Saturday morning Farmers' Markets and other special events.
- The Sandusky Recreation Department would like to enter into an agreement with the SST for operation of the wagon for 2023 with an option to extend for 2024.

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

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to allow for the approval to extend the services agreement with the Sandusky State Theatre. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to enter the agreement so the training and operation of the wagon can be ready for Memorial Day Weekend beginning on Friday, May 26, 2023.

I concur with this recommendation:

Approved:

---

Jason Werling  
Recreation Superintendent

---

John Orzech  
Interim City Manager

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE SANDUSKY STATE THEATRE FOR THE STAFFING AND OPERATION OF THE RED POPCORN WAGON FOR 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

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

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

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

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

**WHEREAS**, this City Commission approved a Lease Agreement with the Sandusky State Theatre for the staffing and operation of the Red Popcorn Wagon for calendar years 2021 and 2022 by Ordinance No. 21-072, passed on May 24, 2021; and

**WHEREAS**, the Sandusky State Theatre will continue to be responsible to provide personnel to staff and operate the Red Popcorn Wagon beginning on the Friday prior to Memorial Day through Labor Day, Monday through Saturday, and thereafter on Saturdays only through the end of October for 2023 and with an option to extend for 2024; and

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

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in



order to immediately execute the agreement to allow training for the staffing and operation of the Red Popcorn Wagon prior to opening on May 26, 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 of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager be and hereby is authorized to enter into Lease Agreement with the Sandusky State Theatre for the staffing and operation of the Red Popcorn Wagon on Washington Row for calendar year 2023, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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



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

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

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: April 24, 2023

## LEASE AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the **CITY OF SANDUSKY**, a Municipal Corporation (herein referred to as "City") 240 Columbus Avenue, Sandusky, Ohio and the **SANDUSKY STATE THEATRE**, an Ohio non-profit organization (herein referred to as "Lessee") 107 Columbus Avenue.

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

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

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

1. Lessee agrees, through each of its partner agencies, to provide operating staff for the Red Popcorn Wagon beginning on the Friday before Memorial Day through Labor Day, six days per week, Monday through Saturday, and thereafter, on Saturdays through the end of October, between the hours of 11:00 a.m. until 2:00 p.m. for the calendar year 2023. This Agreement may be extended for an additional one (1) year term upon written agreement by the Parties.

Lessee agrees to provide staffing for special events, including but not limited to, the Sandusky Gazebo Concert Series, Remember Crusin' Car Club Shows, and Farmers' Markets.

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

cost of which shall be offset by the revenue generated from the operation of the Red Popcorn Wagon during the effective time period of this Agreement.

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

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

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

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

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

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

TO THE CITY:

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

TO THE LESSEE:

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

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

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

**EXHIBIT "1"**

**SIGNATURE PAGE TO FOLLOW**

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

Signed and acknowledged  
in the presence of:

LESSOR:  
SANDUSKY STATE THEATRE

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

EXHIBIT "1"

LESSEE:  
THE CITY OF SANDUSKY

\_\_\_\_\_  
Signature

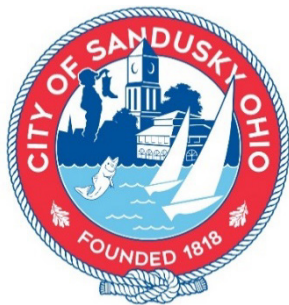
\_\_\_\_\_  
John Orzech  
Interim City Manager

\_\_\_\_\_  
Signature

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

Approved as to Form:

\_\_\_\_\_  
Sarah S. Chiappone (#0101179)  
Assistant Law Director  
City of Sandusky



## PARKS & RECREATION

1918 Mills Street  
Sandusky, Ohio 44870  
419.627.5833  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: John Orzech, Interim City Manager  
From: Jason Werling, Recreation Superintendent  
Date: April 12, 2023  
Re: Commission Agenda Item

**Item for Consideration:** Legislation to approve the purchase a 20'x20' shelter for Jaycee Park South from GameTime- DWA Recreation of Harrison, Ohio (formerly known as David Williams & Associates) for an amount not to exceed \$27,735.00 through the OMNIA Partners Contract No. 2017001134.

**Background Information:** The OMNIA Partners is a cooperative purchasing program that reduces the cost of acquisition for education and local government by providing competitively bid purchasing contracts that meet strict bidding standards.

The shelter will be 20'x20' and will be placed between just north of the Scott May basketball courts.

The shelter will be installed by City personnel for use by the general public.

**Budgetary Information:** The total cost of the shelter is \$27,735.00 of which will be paid with funding donated from the Randolph J. & Estelle M. Dorn Foundation for the Sandusky Neighborhood Initiative.

**Action Requested:** It is requested that legislation be prepared to purchase this shelter GameTime- DWA Recreation for the total of \$27,735. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the shelter to be ordered immediately so installation can occur immediately upon delivery and the shelter can be used this fall 2023.

I concur with this recommendation.

Approved:

---

Jason Werling, Recreation Superintendent

---

John Orzech, Interim City Manager



P.O. Box 208 Harrison, OH 45030  
Toll Free 800-762-7936  
Fax 330-821-4505  
www.dwarec.com  
info@dwarec.com

03/31/2023  
Quote #  
104557-01-07

## Sandusky Jaycee Park - ICON Shelter 20x20 - Updated 3/30/23

Sandusky, City of  
Attn: Chris Mehling  
240 Columbus Avenue  
Sandusky, OH 44870  
cmehling@cityofsandusky.com

Project # 104557  
Job # 104557-01  
Ship to Zip 44870

Quantity	Part #	Description
1	RDU	ICON Shelters - (1) # DS20X20M-P64 Dual Slope Shelter 20' x 20'- to include: Steel (4) Column Design 24 ga. Pre-Cut Multi-Rib Metal Roof Panel Ribs at 12" centers 6:12 Roof Slope and 4:12 Roof slope E coat / Powder Coat ( frame only) Anchor Bolts & Templates Frame Color: _____ Roofing Color: _____
1	ENG	ICON Shelters - Sealed Engineering Drawings & Calcs
4	ELECT	ICON Shelters - Electrical Cut Outs- one in each column
1	RDU	ICON Shelters - FREIGHT
		Total \$27,735.00

**Pricing is valid for 30 Days.** Please request a new price after that time. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

**Payment terms:** Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

**Force Majeure:** No Party to this Agreement shall be responsible for any delays, price increases, or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbance, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

**OMNIA Partners Contract Number: 2017001134**

**To order:** Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

**This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.**

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

**Omnia Partners Purchase Orders** must be made out to:  
GameTime  
c/o DWA Recreation, Inc.  
P.O. Box 208  
Harrison, OH 45030

**ICON Shipping Time:** Once the order is received, engineering drawings will take approximately 4 weeks for completion. Shelter will take 18-20 weeks for fabrication After Receipt of Approved Submittal Drawings. Please verify current lead times when placing order. Allow 3-5 days for actual transit time.

**Short Ship Claims:** Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.





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Toll Free 800-762-7936  
Fax 330-821-4505  
www.dwarec.com  
info@dwarec.com

03/31/2023  
Quote #  
104557-01-07

## Sandusky Jaycee Park - ICON Shelter 20x20 - Updated 3/30/23

### Order Information:

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

eMail: \_\_\_\_\_

Fax: \_\_\_\_\_

eMail: \_\_\_\_\_

Project/Site Location: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

eMail: \_\_\_\_\_

Coordinates or Description of Location: \_\_\_\_\_

### Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

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

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

P.O. No: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Purchase Amount: **\$27,735.00**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Customer Signature

Quote prepared by: Sally Gansel

Sales Representative: Kathy Kolanko

## CERTIFICATE OF FUNDS

In the Matter of: Shelter for Jaycee Park South from Gametime

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 #431-4351-54000

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



Michelle Reeder

Finance Director

Dated: 4/19/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE OF A SHELTER FROM GAMETIME / DWA RECREATION, INC. OF HARRISON, OHIO, THROUGH OMNIA PARTNERS PURCHASING PROGRAM FOR JAYCEE PARK SOUTH; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, OMNIA Partners is a cooperative purchasing organization for public sector procurement and has brought together the nation's two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector; and

**WHEREAS**, the City of Sandusky, as a member of OMNIA Partners, is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (City of Charlotte, North Carolina) who has entered into a Master Agreement with various suppliers and has designated OMNIA Partners as the administrative and marketing conduit for distribution of the Master Agreements to participating public agencies; and

**WHEREAS**, DWA Recreation (formerly called David Williams & Associates) is the GameTime playground representative exclusively for Ohio; and

**WHEREAS**, the shelter is 20 feet x 20 feet and will be placed between just north of the Scott May basketball courts at Jaycee Park South and will be installed by City personnel for use by the general public; and

**WHEREAS**, the total cost for the shelter is \$27,735.00 and will be paid with funds donated from the Randolph J. & Estelle M. Dorn Foundation designated for the Sandusky Neighborhood Initiative Plan; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the shelter to be ordered so installation can occur immediately upon delivery and the shelter can be used this fall 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 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 and/or Finance Director is authorized and directed to expend funds for the purchase of a shelter from GameTime / DWA Recreation, Inc. of Harrison, Ohio, through Omnia Partners Purchasing Program,

Contract No. 2017001134, for Jaycee Park South, at an amount **not to exceed** Twenty-Seven Thousand Seven Hundred Thirty-Five and 00/100 Dollars (\$27,735.00) as reflected in the quotation dated March 30, 2023.

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.

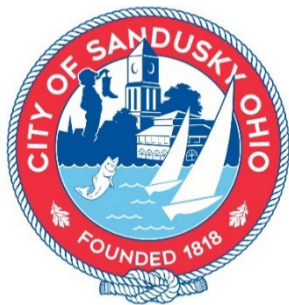
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: April 24, 2023



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager

From: Scott Kromer, Streets & Utilities Superintendent

Date: April 12, 2023

**Subject: Commission Agenda Item – Purchase of a 2024 Freightliner M2 106 Cab & Chassis and 2023 Single Axle & Ice Control Truck Equipment Package for the Streets & Traffic Division**

**ITEM FOR CONSIDERATION:** Legislation authorizing the purchase of a 2024 Freightliner M2 106 Cab & Chassis from Valley Freightliner Inc. of Parma, Ohio and a 2023 Single Axle Snow & Ice Control Truck Equipment Package from Henderson Products, Inc. of Bucyrus, Ohio for the Streets & Traffic Division.

**BACKGROUND INFORMATION:** The purchase of a new salt truck will add an additional vehicle to the Streets & Traffic Division to assist with snow plowing and heavy hauling.

The new 2024 Freightliner M2 Cab & Chassis is available for purchase from Valley Freightliner Inc. of Parma, Ohio through the Ohio Department of transportation cooperative purchasing program, Contract #118-22. The 2023 Single Axle & Ice Control Truck Equipment Package is available for purchase from Henderson Products, Inc. of Bucyrus, Ohio through the Sourcewell cooperative purchasing program, Contract 080818-HPI.

**BUDGETARY INFORMATION:** The total cost of the truck and outfitted equipment shall not exceed \$240,051.00 and shall be paid for using Capital Funds.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared authorizing the purchase of a 2024 Freightliner M2 106 Cab & Chassis from Valley Freightliner Inc. of Parma, Ohio in an amount not to exceed \$97,549.00 and a 2023 Single Axle Snow & Ice Control Truck Equipment Package from Henderson Products, Inc. of Bucyrus, Ohio in an amount not to exceed \$142,502.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for the truck to be ordered and then outfitted with the new snow equipment package so the Streets & Traffic Division can begin using the vehicle at the earliest opportunity.

I concur with this recommendation:

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John Orzech  
Interim City Manager

---

Aaron Klein  
Director

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

**Prepared for:**  
TROY VACCARO  
SANDUSKY CITY OF  
1024 CEMENT AVE  
SANDUSKY, OH 44870  
Phone: 419-627-5882

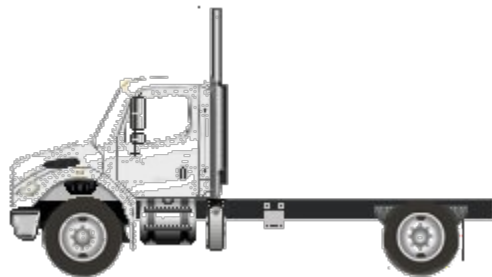
**Prepared by:**  
Greg Simonic  
VALLEY FREIGHTLINER, INC  
10901 Brookpark Rd  
Parma, OH 44130  
Phone: 216-267-4800

*A proposal for*  
**SANDUSKY CITY OF**

*Prepared by*  
**VALLEY FREIGHTLINER, INC**  
*Greg Simonic*

*Apr 17, 2023*

**Freightliner M2 106 Plus**



Components shown may not reflect all spec'd options and are not to scale

Prepared for:  
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1024 CEMENT AVE  
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Phone: 419-627-5882

Prepared by:  
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VALLEY FREIGHTLINER, INC  
10901 Brookpark Rd  
Parma, OH 44130  
Phone: 216-267-4800

## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-27M	M2 PRL-27M (EFF:MY24 ORDERS)		
<b>Data Version</b>			
DRL-038	SPECPRO21 DATA RELEASE VER 038		
<b>Vehicle Configuration</b>			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-224	2024 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-008	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560, WITHOUT END OF FRAME AIR CONNECTIONS	15	15
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 39000.0 lbs		
<b>Truck Service</b>			



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10901 Brookpark Rd  
Parma, OH 44130  
Phone: 216-267-4800

Data Code	Description	Weight Front	Weight Rear
AA3-018	FRONT PLOW/END DUMP BODY		
AF3-1W0	HENDERSON		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

### Engine

101-2NA	DD8 7.7L 6 CYL DUAL STAGE 330 HP @ 2200 RPM, 2600 GOV RPM, 1000 LB-FT @ 1200 RPM	450	30
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### Electronic Parameters

79A-070	70 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79F-013	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED
79G-006	5 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79T-001	PTO MODE RPM INCREMENT - 25 RPM
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY
79W-008	ONE DASH MOUNTED PTO SPEED WITH PTO SWITCH ENGAGEMENT
80G-003	PTO MINIMUM RPM - 750
80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE
80S-004	PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING

### Engine Equipment

99C-021	2010 EPA/CARB/GHG21 CONFIGURATION
99D-010	NO 2008 CARB EMISSION CERTIFICATION
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED
124-1E1	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE



**Prepared for:**  
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Data Code	Description	Weight Front	Weight Rear
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
295-003	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB	4	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-047	WABCO 20.0 CFM SINGLE CYLINDER AIR COMPRESSOR		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		

**Prepared for:**  
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**Prepared by:**  
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Parma, OH 44130  
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Data Code	Description	Weight Front	Weight Rear
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAIPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-077	DETROIT ENGINE MOUNTED FUEL/WATER SEPARATOR WITH WATER-IN-FUEL SENSOR AND ESOC		
118-001	FULL FLOW OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-998	NO RADIATOR/OIL PAN GUARD	-5	
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
155-070	DELCO 12V 35MT STARTER WITH INTEGRATED MAGNETIC SWITCH AND SOLENOID	10	

#### Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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#### Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

**Prepared for:**  
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**Prepared by:**  
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Data Code	Description	Weight Front	Weight Rear
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
85F-038	MAXIMUM ENGINE SPEED FOR PTO OPERATION 2200 RPM		
85H-156	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 3925 RPM - ALLISON 5TH GEN TRANSMISSIONS		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Prepared for:  
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SANDUSKY CITY OF  
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Phone: 216-267-4800

Data Code	Description	Weight Front	Weight Rear
<b>Front Axle and Equipment</b>			
400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-031	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
<b>Front Suspension</b>			
620-004	16,000# FLAT LEAF FRONT SUSPENSION	260	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-051	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-046	SPL140HD DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES	-25	-25
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		

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Data Code	Description	Weight Front	Weight Rear
87B-015	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH		
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-1B2	BENDIX EVERSURE LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-031	HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
<b>Rear Suspension</b>			
* 622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		230
621-002	SPRING SUSPENSION - 1.00" AXLE SPACER		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
<b>Brake System</b>			
018-002	AIR BRAKE PACKAGE		
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-007	ALUMINUM AIR BRAKE RESERVOIRS	-5	-5

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Data Code	Description	Weight Front	Weight Rear
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
<b>Trailer Connections</b>			
* 296-028	SWITCH AND INDICATOR LIGHT FOR PRIMARY RECEPTACLE CENTER PIN, LABELED TRLR-AUX, WITH STOP SIGNAL PREWIRE PACKAGE		
	296-027 PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED		
	THROUGH IGNITION WITH STOP SIGNAL PREWI		
	RE PACKAGE		
303-026	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE TEMPORARY TIED & COILED IN CHASSIS END OF FRAME WITH 2' ADDITIONAL; NO BRACKETS		
<b>Wheelbase &amp; Frame</b>			
545-385	3850MM (152 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	-30	290
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
552-039	1825MM (72 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	100
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 86.02 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 83.02 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 252.86 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 29.98 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 71.22 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
<b>Chassis Equipment</b>			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
585-042	BETTS B-25 PAINTED MUDFLAP BRACKETS		15

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Data Code	Description	Weight Front	Weight Rear
590-001	BLACK MUDFLAPS		15
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-005	EXTERIOR HARNESES WRAPPED IN ABRASION TAPE, SECONDARY COVERING, & CONNECTOR PROTECTION		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
<b>Fuel Tanks</b>			
204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH	20	5
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-002	CHROME FUEL TANK CAP(S)		
122-1H2	DETROIT FUEL/WATER SEPARATOR WITH BYPASS AND 12 VOLT PREHEATER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
<b>Tires</b>			
093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1UY	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		60
<b>Hubs</b>			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
502-445	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC FRONT WHEELS	82	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
496-011	FRONT WHEEL MOUNTING NUTS		

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Data Code	Description	Weight Front	Weight Rear
497-011	REAR WHEEL MOUNTING NUTS		
<b>Cab Exterior</b>			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2	
754-008	2-1/2 INCH FENDER EXTENSIONS	10	
678-067	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-011	STATIONARY PAINTED FULL GRILLE FOR CHASSIS WITHOUT INTEGRAL FRONT FRAME EXTENSIONS	10	
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
314-823	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH SINGLE CONNECTION AT LH FORWARD		
311-021	HEADLIGHTS ON WITH WIPERS, NO DAYTIME RUNNING LIGHTS		
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
768-043	63X14 INCH TINTED REAR WINDOW		



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Data Code	Description	Weight Front	Weight Rear
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
<b>Cab Interior</b>			
055-019	RUGGED TRIM PACKAGE		
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-035	ASH CUP AND (1)LIGHTER,(1)DASH MTD DUAL USB OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		

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	<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
	655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
	756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
	760-335	BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT		
	759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
	711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
	758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
	761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
	763-101	BLACK SEAT BELTS		
	532-001	FIXED STEERING COLUMN		
N	540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
	765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-023	CONFIGURABLE LOWER PANEL WITH INTEGRATED UPPER STORAGE		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		

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Data Code	Description	Weight Front	Weight Rear
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-072	ENGINE REMOTE INTERFACE WITH MULTIPLE SET SPEEDS		
48H-002	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS		
48C-002	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-998	NO OVERHEAD INSTRUMENT PANEL		
35M-011	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (4) 20 AMP FUSED RELAYS	10	
786-113	GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END		
746-136	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM		

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Data Code	Description	Weight Front	Weight Rear
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-203	3 YEARS DETROIT CONNECT BASE PACKAGE (FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-113	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, CAPPED		
4C1-025	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C2-025	HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C3-016	HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C4-016	HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-025	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY PROGRAMMED TO SLOWEST SPEED WITH PARK BRAKE SET		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		

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	Data Code	Description	Weight Front	Weight Rear
<b>Design</b>				
*	065-000	PAINT: ONE SOLID COLOR		
<b>Color</b>				
*	980-NKN	CAB COLOR A: 00774452EY ELITE EY	DK BLUE	
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
	963-003	STANDARD E COAT/UNDERCOATING		
<b>Certification / Compliance</b>				
	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
<b>Secondary Factory Options</b>				
	999-081	DEALER/CUSTOMER ADVISED AND ACCEPTS CURRENT DESIGN REQUIRES HEADLIGHTS TO REMAIN ON WITH SNOWPLOW LIGHTS		

## TOTAL VEHICLE SUMMARY

<b>Weight Summary</b>			
	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	7285 lbs	4525 lbs	11810 lbs
Total Weight <sup>+</sup>	7285 lbs	4525 lbs	11810 lbs

<b>Extended Warranty</b>	
WAI-5FK	EW4: DD8 SINGLE STAGE/DUAL STAGE 5 YEARS/100,000 MILES/161,000 KM FEX APPLIES
WBB-344	TC4: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES

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WAK-251 ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5  
YEARS/UNLIMITED MILES FEX  
WAG-075 TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING  
COVERAGE \$750 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

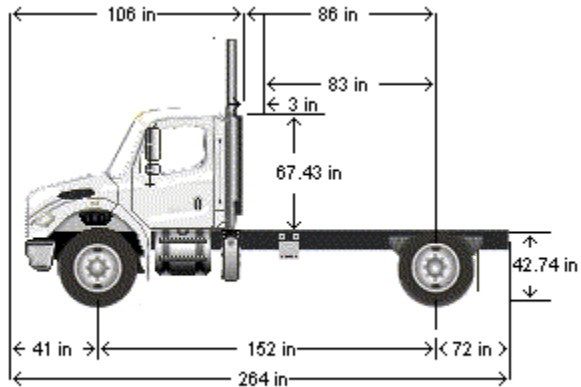
(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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## DIMENSIONS



## VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model ..... M2106  
Wheelbase (545) ..... 3850MM (152 INCH) WHEELBASE  
Rear Frame Overhang (552) ..... 1825MM (72 INCH) REAR FRAME OVERHANG  
Fifth Wheel (578) ..... NO FIFTH WHEEL  
Mounting Location (577) ..... NO FIFTH WHEEL LOCATION  
Maximum Forward Position (in) ..... 0  
Maximum Rearward Position (in) ..... 0  
Amount of Slide Travel (in) ..... 0  
Slide Increment (in) ..... 0  
Desired Slide Position (in) ..... 0.0  
Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
Sleeper (682) ..... NO SLEEPER BOX/SLEEPER CAB  
Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

## TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	86.0
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	83.0
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	157.9
Cab Height (CH)	67.4
Wheelbase (WB)	151.6
Frame Overhang (OH)	71.9
Overall Frame Length	252.9
Overall Length (OAL)	264.2
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.7

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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## GVWR

### VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model .....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	16000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs) .....	23000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs) .....	39000
Expected GCW (lbs) .....	0.0
Front Axle (400).....	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620) .....	16,000# FLAT LEAF FRONT SUSPENSION
Front Hubs (418) .....	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502).....	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093).....	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Rear Axle (420) .....	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622).....	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
Rear Hubs (450) .....	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
Rear Tires (094) .....	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423) .	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626) .....	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Dead/Pusher/Tag Disc Wheels (509).....	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

### TABLE SUMMARY - GVWR

**Prepared for:**  
TROY VACCARO  
SANDUSKY CITY OF  
1024 CEMENT AVE  
SANDUSKY, OH 44870  
Phone: 419-627-5882

**Prepared by:**  
Greg Simonic  
VALLEY FREIGHTLINER, INC  
10901 Brookpark Rd  
Parma, OH 44130  
Phone: 216-267-4800

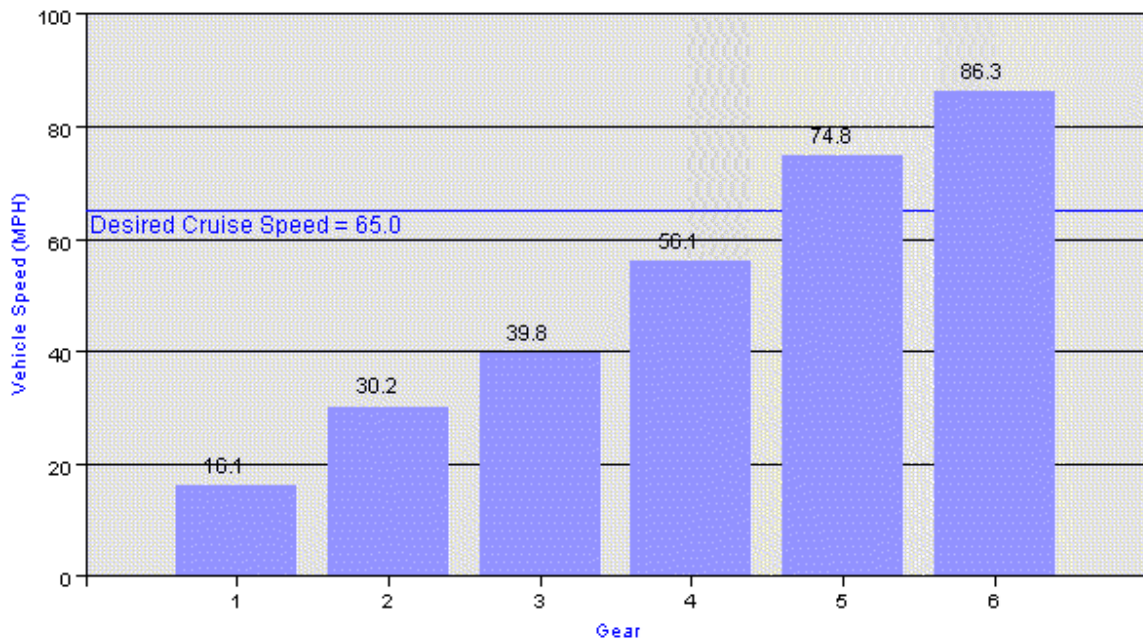
	Front	Rear
<b>Axle Component Weight Ratings</b>		
Axles	16000	23000
Suspension	16000	30000
Hubs	23000	26000
Brakes	20000	23000
Wheels	20000	32000
Tires	18180	24020
Power Steering	18000	N/A
GAWR (per axle)	16000	23000
GAWR (per axle system)	16000	23000
Expected Load (per axle system)	16000	23000
GVWR due to Frame	90000	
GVWR due to Transmission	80000	
<b>Vehicle GVWR Summary</b>		
Calculated GVWR	39000	
Expected GVWR	39000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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## OPERATING SPEED



Rear Axle Ratio = 5.63

Engine RPM = 2600

### VEHICLE SPECIFICATIONS SUMMARY - OPERATING SPEED

Model .....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Top Speed (mph).....	86.3
Engine RPM .....	2600.0
Desired Cruise Speed (mph) .....	65.0
Engine (101).....	DD8 7.7L 6 CYL DUAL STAGE 330 HP @ 2200 RPM, 2600 GOV RPM, 1000 LB-FT @ 1200 RPM

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Governed RPM.....2600  
Transmission (342).....ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION  
Rear Axle (420) .....RS-23-160 23,000# R-SERIES SINGLE REAR AXLE  
Number of Speeds.....1  
Rear Axle Gear Ratio(s).....5.63 REAR AXLE RATIO  
Rear Tires (094) .....MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES  
Revolutions per Mile .....494  
Auxiliary Transmission (352).....NO AUXILIARY TRANSMISSION  
High Gear Ratio.....N/A  
Low Gear Ratio.....N/A  
Transfer Case (373).....NO TRANSFER CASE  
High Gear Ratio.....N/A  
Low Gear Ratio.....N/A

#### TABLE SUMMARY - OPERATING SPEED

Transmission Gear	Transmission Gear Ratio	Overall Gear Ratio	Vehicle Speed (MPH)
1	3.49	19.65	16.1
2	1.86	10.47	30.2
3	1.41	7.94	39.8
4	1.00	5.63	56.1
5	0.75	4.22	74.8
6	0.65	3.66	86.3
Desired Cruise Speed (mph)			65.0
Engine RPM			2600
Rear Axle Ratio			5.63
*Blue background represents value input by user.			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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## Q U O T A T I O N

### M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	16,000# FLAT LEAF FRONT SUSPENSION
DD8 7.7L 6 CYL DUAL STAGE 330 HP @ 2200 RPM, 2600 GOV RPM, 1000 LB-FT @ 1200 RPM	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	3850MM (152 INCH) WHEELBASE
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	1825MM (72 INCH) REAR FRAME OVERHANG
DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	93,372	\$	93,372
EXTENDED WARRANTY		\$	4,177	\$	4,177
DEALER INSTALLED OPTIONS		\$	0	\$	0
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$</b>	<b>97,549</b>	<b>\$</b>	<b>97,549</b>

### TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

### TRADE-IN

<b>TRADE-IN ALLOWANCE</b>	\$	(0)	\$	(0)
---------------------------	----	-----	----	-----

<b>BALANCE DUE</b>	<b>(LOCAL CURRENCY)</b>	<b>\$</b>	<b>97,549</b>	<b>\$</b>	<b>97,549</b>
--------------------	-------------------------	-----------	---------------	-----------	---------------

Vehicle/Chassis is proposed under Ohio Department of Transportation contract 118-22 cooperative pricing. Pricing is valid for Ohio municipal purchases and eligibility coincides with contract terms and dates. It is the responsibility of the purchasing entity to determine eligibility and request any permission of cooperative purchasing. If this an order, please consult with your body builder to assure all dimensions, rating, and necessary chassis components are included the specification. All specifications and pricing are subject to final production, engineering review, availability, and surcharges. Invoicing will occur upon delivery of bare chassis to customer, or location of customer's choice within Ohio borders. Payment is due upon receipt of invoice. Titles will be transferred and delivered promptly upon receipt of payment. A purchase order to this proposal thereby agrees to the pricing, specifications, and terms herein, and the cooperative contract unless other arrangements are agreed upon but does not guarantee production.

### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

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## OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE - 1980 WEST BROAD STREET - COLUMBUS, OH 43223

MIKE DEWINE, GOVERNOR - JACK MARCHBANKS, PH.D., DIRECTOR

March 17, 2022

Valley Freightliner Sterling and Western Star, Inc  
10901 Brook Park Rd.  
Parma, OH 44130

Re: 118-22  
Light Duty Chassis

Dear Vendor:

Your bid proposal as submitted has been accepted by the Ohio Department of Transportation.

This Invitation permits multiple awarded vendors to provide Light Duty Chassis. The contract will be in effect from March 17, 2022 to March 31, 2023.

A purchase shall only take place upon the issuance of an official purchase order or the use of a payment card. There is no guarantee that purchase orders will be issued or that products will be ordered against issued purchase orders.

Thank you for bidding on our invitation. Todd VanKirk is available for any assistance necessary to ensure that a quality partnership exists between your company and our Department. If you have any questions, please call (614) 466-3209.

Respectfully,

A handwritten signature in black ink, appearing to read "Jack Marchbanks", is written over a light blue horizontal line.

Jack Marchbanks, Ph.D.  
Director  
Ohio Department of Transportation

**Contract Extended Thru 4/30/2023**



# HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19  
BUCYRUS, OH 44820  
PHONE: 419-617-7509  
FAX: 563-927-7106

## CUSTOMER QUOTE

Page 1  
Quote #170238  
Rev #56

To: CITY OF SANDUSKY, OH

Attn:

Quote Date: 4/17/2023

Valid Until: 5/17/2023

Sourcewell Contract# 080818-HPI

Sourcewell #: 68351

Quoted:

2023 SINGLE AXLE SNOW & ICE CONTROL TRUCK EQUIPMENT PACKAGE

Quoted By: Ross Repp

Phone: 419-617-7509

Cell: 4195696166

Fax:

Email: rrepp@hendersonproducts.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

### Reversible snow plow

Plow Length: **10' length**

Moldboard Trip: **Adjustable cutting edge trip - torsion spring**

Pushframe Type: **Heavy Duty Outboard Cylinders Type**

Moldboard Height: **36" height**

Moldboard Shield: **Integral shield**

Moldboard Sheet Material: **10GA 201 grade Stainless Steel Moldboard**

Mailbox Cut/Mouse Ear: **Mailbox cutout on right side of moldboard**

Adjustable Trip Spring: **Adjustable cutting edge trip springs**

Hydraulic Cylinders: **3" x 16" single acting nitrided reversing cylinders**

Paint: **Henderson Orange**

12" Rubber Deflector: **Yes, w/ SS Backer**

Install Rubber Deflector: **Yes**

36" Plastic Side Markers, Pair: **Yes**

Parking Jack, Screw Adjustable: **Yes**

Install Parking Jack: **Yes**

Cutting Edge: **Std 5/8" x 8" One Piece AASHTO punch**

Hitch, Plow Portion: **Pin and loop oscillating hitch**

Plow Portion Installed on Plow: **Yes**

Hitch, Truck Portion: **See HPH or HCH for Truck portion hitch**

Custom Option Fields: **Note Custom Details Below**

Option 1 Description: **STAINLESS STEEL TRIP EDGE REF COP 160145**

Option 2 Description: **INSTALL PATRIOT SYSTEM CUTTING EDGE**

Option 3 Description: **SHIP STD CUTTING EDGE LOOSE**

Option 4 Description:

Option 5 Description:

Option 6 Description:

### Snow Plow Hitch

Reversing Cylinder Style: **Outboard reversing cylinders**

Plow Portion Hitch: **Plow portion picked under plow**

Hitch, Truck Portion: **Pin & loop hitch, low profile**

Bumper to Frame Mounting Kit: **No, upfitter supplied mounting**

Hydraulic Lift Cylinder: **4" x 2" x 10" Double Acting Nitrided Lift Cylinder**



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## CUSTOMER QUOTE

Page 2  
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High Pressure QD System: **No High Pressure QD System**  
Holding Valve for Lift Cylinder: **No Holding Valve For Lift Cylinder**  
Custom Options: **Note Custom Details Below**  
Option 1 Description: **OHIO HCH PIN & LOOP WITH 4X2 LIFT CYLINDER 156042**  
Option 2 Description: **STRUCTURAL STEEL CONSTRUCTION**  
Option 3 Description:

### HPI MarkE

COUNTRY/LANGUAGE: **USA/ENGLISH**  
FAMILY: **MARK E, CLASSIC**  
FLOOR LENGTH: **10' FLOOR LENGTH**  
SIDE HEIGHT: **30" SIDE HEIGHT**  
BODY MATERIAL(SIDES/HEADSHEET): **10GA 201SS SIDES/HEADSHEET**  
SIDE BRACES: **(1) 10GA 201SS WELD ON SIDE BRACE**  
TOP RAIL/RUB RAIL MATERIAL: **10GA 201SS TOP & RUB RAILS**  
REAR BOLSTER HEIGHT: **8" BOLSTER, 2-1/8" POCKETS**  
REAR BOLSTER MATERIAL: **10GA 201SS REAR BOLSTERS**  
FRONT BOLSTER: **FRONT BOLSTERS, 10GA**  
FLOOR MATERIAL: **1/4" AR400 FLOOR**  
HOIST TYPE: **8/21 UNDERBODY HOIST W/SF, 52" HS**  
CYLINDER MODEL: **8/21 UB, 1YR WTY**  
HOOKLIFT A-FRAME: **NON-HOOKLIFT**  
HOIST MOUNT TYPE: **STANDARD SUBFRAME**  
INSTALL HOIST & CRADLE: **UPFITTER INSTALLED H&C**  
LONGSILLS: **10" I-BEAM LONGSILLS, FULL WELD**  
UB HOIST MAINTENANCE: **GREASEABLE PINS, NO BUSHINGS**  
BODY HINGE MAINTENANCE: **GREASEABLE PINS, NO BUSHINGS**  
TAILGATE STYLE: **CONFIGURABLE STANDARD TAILGATE**  
TAILGATE SHEET MATERIAL: **10GA 201SS TAILGATE SHEET**  
TAILGATE LINER: **NO TAILGATE LINER**  
COAL CHUTE: **DUAL 13" CURB & CENTER COAL CHUTE**  
EXTENDED COAL CHUTE HANDLE: **NO EXTENDED COAL CHUTE HANDLE**  
TAILGATE BRACE: **1 HORIZONTAL TAILGATE BRACE**  
TAILGATE LIFT STYLE/LOCATION: **FORMED LIFT LOOP, TOP BRACE**  
TAILGATE RELEASE & CONTROL: **MANUAL TAILGATE RELEASE**  
TAILGATE HINGE: **STD, 1-1/4" PIN, 1" PLT**  
TAILGATE CHAINS: **ZINC TAILGATE CHAINS**  
BOLSTER CHAIN HOOKS: **NO CHAIN HOOKS**  
HORIZONTAL J-HOOKS: **NO HORIZONTAL J-HOOKS**  
TAILGATE PIN LANYARDS: **NO TAILGATE PIN LANYARDS**  
TAILGATE AIR VALVE: **NO TG AIR VALVE**  
LUBRICATION: **GREASEABLE PINS, JAWS, & SHAFT**  
CABSHIELD STYLE/WIDTH/OVERHANG: **WELD-ON, 22"x86", W/ TARP SHROUD**  
CABSHIELD MATERIAL: **201SS, 10GA PANEL, 7GA ENDS**  
CABSHIELD INSTALLATION: **CABSHIELD SHIPS LOOSE**  
CABSHIELD OFFSET: **OFFSET NOT APPLICABLE**  
CABSHIELD LIGHTING: **CS LIGHTS, 2 FORWARD, 1 EACH SIDE**



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## CUSTOMER QUOTE

Page 3  
Quote #170238  
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ASPHALT LIP: 12" PIN-ON 7GA 201 ASP LIP, LOOSE  
SIDE BOARDS: UPFITTER SUPPLIED SIDEBOARDS  
SIDE LADDER LOCATION: LADDER/GRBHND, DS FRNT, SL  
SIDE LADDER TYPE: LADDER, PULLOUT 201SS, FIXED UPR  
BODY STEPS: NO INTERIOR STEPS  
RUB RAIL LIGHTING: NO RUB RAIL LIGHTING  
REAR BOLSTER MARKER LIGHTING: 2.5" RED REAR BLSTR LIGHT  
REAR FACING REAR BOLSTER LIGHT: 3 OBOURND LIGHT  
LIGHTING ADD ONS: NO BOLT-ON LIGHT BOX  
LIGHTING PACKAGE: UPFITTER SUPPLIED LIGHT PACK  
PWS TANKS: NO PREWET TANKS  
PREWET PREP: NO PREWET BOX BRACKET  
WALK RAILS: 2" DRVR & CURB WALK RAIL  
TARP RAILS: NO TARP RAILS  
VIBRATOR LOCATION: NO VIBRATOR  
TGS INSTALLATION: NO FACTORY INSTALLED TGS  
TGS INTEGRATION: NO TGS SPILL SHIELDS  
TGS/ASPHALT LIP MOUNT HOLES: NO MOUNT HOLES IN BOLSTER  
FINISH PREP: WASH & PRIME MILD PARTS ONLY  
PAINT/FINISH: NO FINISH  
NOTE 1:: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 2:: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 3:: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 4: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 5: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 6: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 7: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 8: NO ADDITIONAL CUSTOM OPTIONS

### FSH salt / sand spreader

Spreader Model: FSH-II Salt/Sand Spreader  
Hopper length: 10'  
Hopper material: 201SS - 10 GA sides/ends, 7 GA sills/floor  
Capacity: FSH-II 56" (6.9 CY) w/ formed chain shields standard  
Conveyor: Dual 7" dia. augers  
Gearcase: 3.6:1 planetary gearcase  
Flow Divider: Yes, Factory Installed (recommended)  
Chute type: Standard Dump Over Chute Same Material as Hopper  
Spinner disk: 20" urethane spinner disk  
Inverted vee: Inverted vee, 201ss  
Install inverted vee: Install at factory  
Screen type: Std. top grate screens  
Install top grate screens: Install at factory  
Hold down kits: Dump body kit w/ ratchet straps  
Metal spill shields: Front metal spill shields, 304SS (loose "SL")  
Extended front idler grease tubes: Extended front idler grease tubes  
Trunnion latch for tailgate: Trunnion latch, Mild Channel (loose "SL")



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## CUSTOMER QUOTE

Page 4  
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Option 1 Description: **SLURRY TUBE INSTALLED**  
Option 2 Description: **SS Trunnion Latch ILO Mild**  
Option 3 Description: **HD Stainless screens, support, cross channels ILO Mild Steel**  
Option 4 Description: **No Mild Steel**  
Option 5 Description: **Stainless Steel Safety Interlock QD**

### PWS liquid pre-wetting system

Power Source: **None-No power unit**  
Application: **V-box spreader**  
Product Size: **Full Size V-Box 10-13FT Long**  
Control Box: **No Control Box Tanks only**  
Pump: **No Pump**  
Console: **None-Deduct PWSE Console**  
Tank Size: **(2) 200 Gal Poly Tanks w/plumb & HW Requires 24" Bracing**  
Spray Assembly: **Std Variable Displacement Nozzle Assembly**  
Prewet Installed: **Installation on FSH**  
Mounting Hardware: **304SS frame mount hardware for FSH**  
Flush Kit: **System flush kit**  
Option 1 Description: **DEDUCT NOZZLE ASSEMBLY**  
Option 2 Description: **SLURRY TUBE INSTALLED IN FSH**

### Installation Workup

Facility: **IDC-OH**  
Chassis Delivery To Henderson: **Henderson Picks Up (100 miles or less)**  
Completed Truck Delivery Method: **Henderson Delivers (100 miles or less)**  
Chassis Make: **Freightliner**  
Chassis Model Yr: **2024/25**  
Useable CA/CT: **84 INCH**  
Pump Location: **Transmission Mount Pump**  
Transmission Type: **Automatic**  
Transmission Model: **Allison Transmission**  
  
Hitch Type: **Low Profile or Manual Tilt Type Hitch**  
Mount Type: **Engineered Truck Hitch (sales to order hitch w/ unit)**  
Mount Spec: **Hitch Kit 177246**  
Front Bumper: **OEM Bumper Cut and Split**  
  
Front Plow Type: **Standard Henderson Plow**  
Plow Markers (Front Plow): **IDC Install of fact supplied markers, sales to order w/ unit**  
Rubber Deflector Install: **Supplied/Installed @ Factory, sales to order w/ unit**  
Plow Jack Install: **Supl'd/Instl'd on plow @ Factory, Sales order with unit**  
  
Dump Body Type: **Mark E Single Axle**



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## CUSTOMER QUOTE

Page 5  
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Floor Length: (10') Floor length  
Hoist Type: **Underbody Hoist with Subframe**  
Cylinder Type: **Double Acting**  
Body Material (Sides/ends): **Stainless Steel Type Body Material**  
Tailgate Release Type: **Manual Tailgate Release**  
Cabshield Install: **Supl'd by fact, welded to body @ IDC, sales to order w/ unit**  
Asphalt Lip (FF Only): **Supld by Fact, instll @ IDC, Bolt On (Sales order with unit)**  
Grab Handle(s): **(1) Factory supl'd, install @ IDC (Sales to order with unit)**  
Ladder(s): **Supplied by factory, Install @ IDC (sales to order w/ unit)**  
Ladder Install QTY (Dump): **(1) LADDER INSTALLED @ IDC (LABOR ONLY)**  
Ladder Install Style (Dump) 1: **3 Step Pull Out**  
Ladder Install Loc 1 (Dump): **Driver Side Front**  
Shovel Holder: **(1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt**  
Shovel Holder Loc (1): **Driver side body**  
Sideboards: **Wood (Un-Painted), supplied/installed by IDC**

### Sideboard Notes:

Tarp Brand: **US Tarp (order 86" c/s if using integral shield)**  
Tarp System: **Pull Tarp System**  
Tarp Material: **Black Vinyl (Asphalt rated)**  
Tarp Length: **14' with deflector (BV, US, Rolltarp)**

### Body Spec Notes:

Spreader Type: **FSH**  
FSH Drive Type: **Hydraulic**  
FSH Mount Type: **Slip in Mount**  
Slip in Tie Downs: **Factory Hold down kit (Sales to order with unit)**  
Trunnion Latch: **Install Fact Sup'd Trun Latch Bar, sales to order with unit**  
Front Spill Shield: **Factory supplied, installed @ IDC (sales to order with unit)**  
FSH Spinner Configuration: **Standard Spinner install**  
HYD QD Mount Brackets: **Stainless Steel QD Mount in front of dump body bolster**

Prewet/Liquid System: **V-box Prewet System**  
System Type: **FSH**  
Tank Configuration: **Factory Supplied/Installed (Sales to order w/unit)**  
Drive Configuration: **Hydraulic Drive, Vendor Supplied (sales to quote w/ hyd)**  
Controls: **Supplied by IDC (sales to order w/ hyd cntrls)**  
Feedback Sensor: **Factory Supplied/Installed (Sales to order w/unit)**  
Flush Kit: **Supplied by factory, Installed @ IDC (sales to order w/unit)**  
Slurry Tube: **Factory Supplied/Installed (sales to order w/unit)**

### Liquid Details:

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**



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## CUSTOMER QUOTE

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Mudflaps (Rear): **Swinging w/Logo**  
Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**  
Fenders: **Poly fenders, Full Pair, single axle, SS mount**  
Pintle Plate: **Yes (select from options below)**  
Pintle Plate Configuration: **3/4" Plate, PH20/45 Holes, SA w/ SubFrm (3LTC)**  
Pintle Plate D-Rings: **Qty (2) 1" D-rings, 50 deg bend**  
Pintle Hook: **20 Ton**  
Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal)**  
Trailer Plug (2): **7 Pin Trailer Plug, Round, Alum**  
Truck Wash: **Complete Truck Wash/Clean/Vac 1**  
Warranty: **Standard 1 Year Warranty**  
Inspection: **Walk-around meeting only**  
Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**  
Install Touch-up: **Basic Installation Touch-Up**  
Chassis Install Options 1: **PINTLE PLATE WITH 20T BOLT ON HOLES & 25T SWIVEL TYPE MOUNT**  
Chassis Install Options 2: **PER CITY OF SANDUSKY SPECIFICATION**  
Chassis Install Options 3: **TRUCKS TO MATCH LAST TRUCKS WE BUILT**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**  
Power Distribution Panel: **Power Distribution Panel**  
Misc Electrical Supplies: **Req'd Misc Elect Supplies**  
Plow Lights: **Plow Lts, LED, Heated, Tlite, Round, Pair**  
Plow Light Brackets: **Plow Lt Brckts, SS, FRTLNR/Western Star/Other, Pair**  
Worklight(s) QTY: **(QTY 1) Work Light (Select type below)**  
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**  
Worklight (1) Gen Location: **On rear of body**  
Cabshield Warning Light Qty: **Qty 4 Lights (Order Holes with Unit)**  
Cabshield Warning Lights: **QTY 4, 6" LED Oval Strobes, Amber (order holes w/unit)**  
Cabshield Lighting Harness: **Cabshield Warning Lights Only (qty 2-6)**  
Rear Dump Bolster (S/T/T): **LED S/T/T, kit (OH) (order holes)**  
OEM Light Remount: **Remount OEM Chassis Lights**  
Rear Dump Bolster (Back-up): **B/U Lights, LED, Clear, Oval, pair (Order holes with body)**  
Rear Dump Bolster Strobes: **6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)**  
Back up alarm: **Backup Alarm, 97db**  
Body up switch/light: **Supplied with Hydraulics, IDC install**  
Brake controller: **Brake Controller, Voyager Brake Controller**  
License Plate Lights: **IDC Supplied License Plate Light Gray Housing**  
Backbone & Wire Standoffs: **10' Backbone (For SA)**  
Camera: **Included in Hydraulics Pkg (quote w/ Hyd)**  
Camera Kit: **1 camera supplied with hydraulics**  
Electrical Install Opt 1: **DEDUCT HENDERSON POWER DISTRIBUTION PANEL148605**  
Electrical Install Opt 2: **USE CERTIFIED POWER PDP INCLUDED IN HYDRAULIC PACKAGE**  
Electrical Install Opt 3: **PDP TO MATCH CUSTOMERS LAST TRUCKS**

**Electrical Spec Notes:**



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Government**  
Since 2005





# HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19  
BUCYRUS, OH 44820  
PHONE: 419-617-7509  
FAX: 563-927-7106

## CUSTOMER QUOTE

Page 7

Hydraulics: **Full Hydraulic Package**  
Hyd Supplier: **Certified (Select Pkg Below)**  
Hyd Supplier (Spec): **Certified Power Quote 18355852**  
Controls Type: **Cable Controls**  
Cable Qty: **3 Functions**  
PTO Type: **Included in Hydraulics Package**  
Reservoir Type: **Supplied With Hydraulics**  
Reservoir Spec:  
Valve Enclosure Type: **Supplied With Hydraulics**  
Low Oil Indicator: **Yes, included in Hyd Pkg**  
Return Filter: **Provided with Hydraulics**  
SS Tubing Upgrade: **SA,F&R lines,6'Frnt,9'Rr**  
Quick Coupler Upgrade: **Standard Quick Couplers**

### Hydraulics Notes:

STAINLESS STEEL VALVE ENCLOSURE/OIL RESERVOIR COMBO  
ALL STAINLESS STEEL COUPLERS  
(3) CABLE LEVER PEDISTAL WITH SWITCH PACK  
FREEDOM 2.2 ELECTRIC SPREADER CONTROLLER  
PLOW BALANCE VALVE INSTALLED  
EYEDOT SINGLE HEAD CAMERA SYSTEM INSTALLED  
Disclaimer: **Paint not guaranteed to match OEM chassis color**

IDC Paint Location: **IDC-OH**  
Undercoat: **Undercoat (Body Underside & Chassis)**  
Paint Code & Color (from color charts):

Total package price: \$156,502.00  
Total package w/applicable 10% Sourcewell discount: \$140,851.00  
Freight: \$1,650.00  
Single package total: \$142,502.00  
Package(s) : 1  
Total: \$142,502.00

**\*\*10% Sourcewell discount applies to all equipment and installation only.**



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# HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19  
BUCYRUS, OH 44820  
PHONE: 419-617-7509  
FAX: 563-927-7106

## CUSTOMER QUOTE

Page 8  
Quote #170238  
Rev #56

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

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

Quote notes:



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Partners  
Government  
Since 2005



## CERTIFICATE OF FUNDS

In the Matter of: Valley Ford- 2024 Freightliner Cab & Chassis

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 #430-6200-54090

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



Michelle Reeder

Finance Director

Dated: 4/19/2023

## CERTIFICATE OF FUNDS

In the Matter of: Henderson- Single Axle Snow & Ice Control Package

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 #431-6503-54090

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



Michelle Reeder

Finance Director

Dated: 4/19/2023



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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2024 FREIGHTLINER M2 106 CAB & CHASSIS FROM VALLEY FREIGHTLINER, INC. OF PARMA, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM FOR THE STREETS & TRAFFIC DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the City Commission authorized the City's participation in the Ohio Department of Transportation's Cooperative Purchasing Program by Ordinance No. 18-162, passed on August 27, 2018, which is on file with the Ohio Department of Transportation as a requirement of the City's participation in the program; and

**WHEREAS**, it is recommended to purchase a new salt truck to add an additional vehicle to the Streets & Traffic Division to assist with snow plowing and heavy hauling; and

**WHEREAS**, the 2024 Freightliner M2 106 Cab & Chassis is available from Valley Freightliner, Inc. of Parma, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

**WHEREAS**, the total purchase price for the 2024 Freightliner M2 106 Cab & Chassis is \$97,549.00 and will be paid with Capital Funds; and

**WHEREAS**, it is being requested in companion legislation to purchase a 2023 Single Axle & Ice Control Truck Equipment Package to be upfitted to the new truck from Henderson Products, Inc., of Bucyrus, Ohio, through the Sourcewell Cooperative Purchasing Program; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the vehicle to be ordered and outfitted with the new snow equipment package so the Streets & Traffic Division can begin using the vehicle 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 Division of Streets & Traffic, 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 purchase a 2024 Freightliner M2 106 Cab & Chassis from Valley Freightliner, Inc. of Parma, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program, Contract #118-22, at an amount **not to exceed** Ninety-Seven Thousand Five Hundred Forty-Nine and 00/100 Dollars (\$97,549.00).

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: April 24, 2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2023 SINGLE AXLE ICE CONTROL TRUCK EQUIPMENT PACKAGE FROM HENDERSON PRODUCTS, INC., OF BUCYRUS, OHIO, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE STREETS & TRAFFIC DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, a request is being made in companion legislation to purchase a new 2024 Freightliner M2 106 Cab & Chassis from Valley Freightliner, Inc. of Parma, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program for the Streets & Traffic Division; and

**WHEREAS**, this new 2023 Single Axle Ice Control Truck Equipment Package will be up-fitted to the new truck to assist with snow plowing and heaving hauling; and

**WHEREAS**, Sourcewell's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

**WHEREAS**, the City, as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351), desires to purchase a Single Axle Ice Control Truck Equipment Package that has been competitively bid and made available through the membership from Henderson Products, Inc., of Bucyrus, Ohio; and

**WHEREAS**, the cost for the 2023 Single Axle Control Truck Equipment Package is \$142,502.00 and will be paid with Capital Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the ice control truck equipment package to be ordered, received, and available to be up-fitted to the new truck upon delivery; 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 Division of Streets & Traffic, 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 2023 Single Axle Ice Control Truck Equipment Package from Henderson Products, Inc., of Bucyrus, Ohio, through the Sourcewell Cooperative Purchasing Program (Contract #080818-HPI) for the for the Division of Streets & Traffic, at an amount **not to exceed** One Hundred Forty-Two Thousand Five Hundred Two and 00/100 Dollars (\$142,502.00).

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.

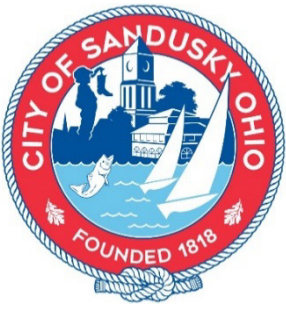
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission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

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

ATTEST:

\_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: April 24, 2023



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager  
From: Jane E. Cullen, P.E.  
Date: April 11, 2023  
Subject: **Commission Agenda Item – Professional Design Services Agreement with Arcadis US Inc. of Toledo, Ohio for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to enter into a Professional Design Services Agreement with Arcadis US Inc. of Toledo, Ohio for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project.

**BACKGROUND INFORMATION:** At the February 13, 2023, City Commission meeting legislation was reviewed and voted on to go out for bids on the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project, via Resolution No. 007-23R.

At both elevated water tanks location each system consists of a 7.5 hp pump, control panel, 3" conduit piping, a spray manifold with nozzles to form a water mist, ventilation unit and an active mixer. Based on the inspection reports, the 3" conduit, manifold systems and nozzles should be replaced along with adding an additional ventilation system to vent the mist from the nozzles. The current conduit and manifold system is made of carbon steel, which is corroding resulting in plugged spray nozzles. The recommendation is to replace this system with non-corroding stainless steel and larger sized nozzles. Both elevated water tanks are due for their five year interior and exterior inspection as required by the Ohio EPA.

Since approval, through research and design efforts taken place by City staff, it was discovered more extensive plans are required to meet Ohio EPA standards and regulations, resulting in staff having to hiring an outside firm who specializes in these types of projects.

Arcadis US Inc. of Toledo, Ohio was the top ranked firm to perform design services based on the 2023 Annual Request for Statements of Qualifications process. Arcadis US Inc. has the professional expertise, technical ability, and extensive experience with water towers and they have performed very well on past similar projects with the City.

**BUDGETARY INFORMATION:** The cost for professional design services is not to exceed \$49,000.00 and will be paid with Water Capital funds.

**ACTION REQUESTED:** It is recommended that a Professional Design Services Agreement with Arcadis US Inc. of Toledo, Ohio for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to complete design for the as soon as possible in order to go out for bids and complete construction prior to the required EPA inspections and restore full functionality of the THM removal system.

I concur with this recommendation:

John Orzech, Interim City Manager  
cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

Aaron M. Klein, Director of Public Works

## CERTIFICATE OF FUNDS

In the Matter of: Arcadis- Water Tank Inspection & THM Removal Project

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

Account #612-5278-55990

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



Michelle Reeder

Finance Director

Dated: 4/19/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH ARCADIS U.S., INC. OF TOLEDO, OHIO, FOR THE FOLLETT STREET AND MILLS STREET ELEVATED WATER TANK INSPECTION & THM REMOVAL SYSTEM PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission declared the necessity to proceed with the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project by Resolution No. 007-23R, passed on February 13, 2023; and

**WHEREAS**, each system consists of a 7.5 hp pump, control panel, 3” conduit piping, a spray manifold with nozzles to form a water mist, ventilation unit and an active mixer and THMs occur as a disinfection byproduct of water treatment and levels are regulated by the Environmental Protection Agency (EPA); and

**WHEREAS**, based on the inspection reports, the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project will involve the replacement of the conduit and manifold systems with non-corroding stainless steel, using larger sized nozzles, adding an additional ventilation system to vent the mist from the nozzles, and will also include a five-year interior and exterior inspection on both tanks as required by the Ohio EPA; and

**WHEREAS**, since approval of the Resolution and through research and design efforts by City Staff, it was discovered more extensive plans are required to meet Ohio EPA standards and regulations resulting in the necessity to hire an outside firm specializing in this type of project; and

**WHEREAS**, Arcadis U.S., Inc. will be providing professional design services for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project 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**, Arcadis U.S., Inc. was selected as the top-ranked design firm for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project through the 2023 Annual Request for Statements of Qualifications (SOQ) for Services process based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks as they have extensive experience with water towers and have performed successfully on past similar projects with the City; and

**WHEREAS**, the cost of the professional design services is \$49,000.00 and will be paid with Capital Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to complete the design and proceed with the bidding process as soon as possible so construction can be completed prior to the required EPA inspections and restore full functionality of the THM removal system; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Arcadis, U.S., Inc., of Toledo, Ohio, for Professional Design Services for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System 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 and 00/100 Dollars (\$49,000.00).

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: April 24, 2023



AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this "Agreement"), made as of \_\_\_\_\_, 2023, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and Arcadis US Inc. (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name:	<b>Follett Street and Mills Street Elevated Water Tank Inspection &amp; THM Removal System Project</b>
---------------	--

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

Architect/Engineer: Contact: Address:	Arcadis US Inc. Thomas P. Armstrong, Jr. 62638 Collections Center Dr Chicago, IL 60693-0626
---	--

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

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

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

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

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

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

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

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

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

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

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

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent

provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

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

### **2.1. General**

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

## **ARTICLE 3. ADDITIONAL SERVICES**

### **3.1. General**

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

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

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

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

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

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

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

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

## **ARTICLE 5. COMPENSATION**

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

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

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

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

### **5.2. Reimbursable Expenses**

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

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

### **5.3. Basis of Compensation**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the

amount of **\$49,000.00**. A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

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

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

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

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

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is

reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

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

### **6.1. Insurance**

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

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

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the

Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

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

## **6.2. Indemnification**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the

amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

## **8.2. Remedies**

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

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

## 9.5. Extent of Agreement

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

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

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

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

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

**9.6. Governing Law**

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

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

**9.7. Notices**

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at \_\_\_\_\_. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

**9.9. Independent Contractor.** The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the

Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

# EXHIBIT "1"

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

Arcadis US Inc.

By: \_\_\_\_\_  
Thomas P. Armstrong, Jr.  
Area Manager

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

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
John Orzech  
Interim 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: Design Services for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project

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

Dated: \_\_\_\_\_, 2023

**EXHIBIT "1"**  
CITY OF SANDUSKY, OHIO

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

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

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

Mr. Aaron Klein, PE  
Director of Public Works  
City of Sandusky  
222 Meigs Street  
Sandusky, OH 44870

Date: April 11, 2023

Our Ref: 30021146

Subject: Proposal for Engineering Services – Follet and Mills Elevated Tank Aeration and Mixing Improvements

Dear Mr. Klein,

We are pleased to submit this proposal to provide the City planning and design engineering services for improvements to the Follet and Mills elevated tanks aeration and mixing systems.

## BACKGROUND

The City wants to replace and upgrade existing components of the TTHM removal systems in each of the Follet and Mills elevated tanks. Replacement and upgrade will include for each tank:

- Refurbish existing aeration pumps.
- Replace existing aeration piping and spray nozzles.
- Add tank roof top mounted power exhaust fan and vent.
- Add submersible tank mixer to be suspended in the tank bowl. Include capabilities to monitor mixer operation remotely through City's SCADA system.
- Tank will be drained, cleaned and interior and exterior inspected.

Reference the attached Midwest Tank Management's (MTM) survey recommendations and the City's draft Request for Proposal for each tank for the basis for and further details of these improvements.

Construction drawings and technical specifications will be developed for advertisement and receipt bids by the City for construction of these improvements. All work on both tanks will be advertised and bid as one contact (project). Construction drawings and technical specifications indicating the work for the ventilation and mixer components of the project will need to be submitted to Ohio EPA for approval.

## SCOPE OF SERVICES

Arcadis' scope of work will include the development of professional engineer sealed construction drawings and technical specifications for purposes described above. Design services will be based on and reference or utilize

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the specifics contained in the attached City's Request for Proposal and additional information as additionally provided by MTM and the City, and will include:

1. Review and gathering of existing record drawings, shop drawings, and related information from the 2008 improvements for these tanks (designed by Arcadis).
2. Existing drawings (record and/or shop) from the previous 2008 project will be used as the base mapping/drawings on which proposed improvements will be noted. No field surveys or verification of existing facilities will be performed. The City will provide available information (i.e., take pictures if requested) and perform field verification of existing and proposed facilities.
3. Specifications (i.e., for the mixer and power exhaust fan and vent, piping materials, spray nozzles, etc.) will be included on the drawings; therefore, technical specifications will be minimal (i.e., for tank cleaning and inspection) for the project. Specifications for the mixer and ventilation systems in particular will be based on material specification language provided by the supplier (Midwest Tank Management (MTM)). Aeration piping and spray nozzles specifications will also be based on information provided/recommended by MTM.

We do not anticipate developing any upfront contract/bidding documents (i.e., Division 00 advertisement, instructions, contract, bonds, etc.); except, we will assistance with development of the Bid Form (similar to other recent projects w/City). We do not anticipate develop of any Division 1 specifications as these requirements are assumed to be covered by the City's standard General Conditions. The City will combine/assemble technical specifications (Division 02-50) provided by Arcadis with their contract/bidding documents and General Conditions (i.e., together call City Standard Conditions).

4. Submit prefinal drawings and specifications to the City for review. Address City comments provided by email or conference call discussion. Within 10 days of receipt of all comments, provide final construction drawings and technical specifications for City's use in advertising and bidding the project.
5. Provide construction drawings and specifications minimally indicating the work for the ventilation and mixer components of the project, and OEPA permit application w/Water Supply Data sheet for the City's submission to OEPA. We anticipate contacting OEPA during design to make them generally aware of what drawings and technical specifications will consist of for the mixer and ventilation systems (City has already confirmed these are only components of project needing OEPA approval).
6. Review and provide an opinion on the accuracy of the budgetary construction cost contained in the MTM's survey recommendation report for each tank.

Additional Assumptions/Services not included:

1. City will provide the scope or specification for tank inspection services.

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2. We will not review or evaluate and take no responsibility for the treatment performance (relative to TTHM removal) of the “system” proposed by MTM; as we understand the City has developed this w/MTM.
3. City will contract separately with a system integrator to perform SCADA programming and screen configuration.
4. No bidding or construction engineering services are proposed at this time.

## SCHEDULE

Drawings can be ready for submission to the City and OEPA within 60 days of the City’s notice to proceed with design. Final drawings and specifications will be provided following Plan Approval by OEPA, or as requested by the City after the OEPA submission.

## FEE

Our Lump Sum fee to complete the described design engineering services is \$49,000.

Scope of services and fees to assist in the bidding and construction phase can be provided following design or upon request by the City.

If you have any questions, please do not hesitate to call me. We appreciate the opportunity to assist the City with this project.

Sincerely,  
Arcadis U.S., Inc.



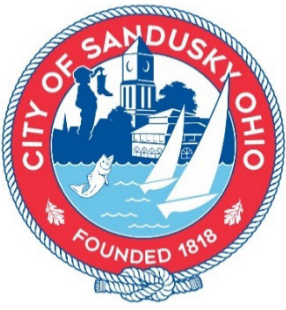
Timothy A. Harmsen, PE  
Project Manager

Email: [tim.harmsen@arcadis.com](mailto:tim.harmsen@arcadis.com)  
Direct Line: 419.213.1621  
Mobile: 419.450.1553

CC. Ms. Jane Cullen, City of Sandusky

Enclosures:

*This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.*



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager

From: Jane E. Cullen, P.E.

Date: April 11, 2023

**Subject: Commission Agenda Item – Commission Agenda Item – Professional Design Services Agreement with Bramhall Engineering & Surveying Company of Avon, Ohio, for the Design of the East Perkins Avenue Waterline Replacement Project-Pipe Creek Bridge to Remington Avenue to be done prior to the ERI-CR-005-02.85 E Perkins Project PID 113959**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to enter into a Professional Design Services Agreement with Bramhall Engineering & Surveying Company of Avon, Ohio for the design services on the East Perkins Avenue Waterline Replacement Project in conjunction with the ERI-CR-0005-02.85 East Perkins Avenue Resurfacing Project PID 113959

**BACKGROUND INFORMATION:** At the November 28, 2022, City Commission meeting legislation was approved for design services with Bramhall Engineering & Surveying Company of Avon, Ohio, via Ordinance No. 22-233 for the East Perkins Avenue Resurfacing Project.

The East Perkins Avenue Resurfacing Project is located just east of the Milan Road intersection and continues to the Remington Avenue intersection. The existing ERI-CR-0005-02.85 project consists of milling asphalt pavement, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, as needed, limited curb and gutter improvements, adjustments of manholes, catch basins and valve boxes, new ADA curb ramps and pavement markings. Work includes extending the sidewalk on the north side of the roadway from Balconi Monuments to Remington Avenue.

This past winter the existing 8" waterline from the Pipe Creek Bridge to Remington Avenue experienced breaks causing interruption in water services to the residents. The proposed waterline design work will replace this section of aging 8" waterline along Perkins Avenue within the city's corporation limits. Bramhall Engineering & Surveying Company, has already completed survey work in this area for the existing ERI-CR-0005-02.85 East Perkins Avenue Project.

The proposed waterline design cost is significantly less than another firm doing the design, since the existing survey work has already been collected as part of the existing roadway project (ERI-CR-0005-02.85 E. Perkins). This will save both time and money on the waterline design work. Funding from ODOT used as part of the existing ERI-CR-0005-02.85 East Perkins Avenue Resurfacing Project cannot be used for the waterline replacement project. This waterline design and construction is slated to take place prior to the roadway project, so as to keep quantities separate from the ODOT funded items.

Bramhall Engineering & Surveying Company of Avon, Ohio is the selected design firm to perform the design on the waterline improvements based on the 2022 Biennial Request for Statements of Qualifications process, as the City is currently in contract with them for the larger project. In addition, Bramhall Engineering & Surveying Company has the professional expertise, technical ability, and extensive experience with the design aspects of waterline improvements. A final Scope of Services (SOS), is attached to the legislation as Exhibit "A".

**BUDGETARY INFORMATION:** The not to exceed cost for professional design services is \$18,900.00 to be paid with City Water Funds.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to enter into Professional Design Services Agreement with Bramhall Engineering and Surveying Company of Avon, Ohio for the East Perkins Avenue Waterline Replacement Project-Cold Creek Bridge to Remington Avenue and be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so that the design work can begin immediately and construction completed ahead of the ODOT LPA project ERI-CR-005-02.85 E. Perkins slated to begin construction in March 2025.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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Aaron M. Klein  
Director of Public Works

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

## CERTIFICATE OF FUNDS

In the Matter of: E. Perkins Ave Professional design- Bramhall Engineering

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

Account #612-5277-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 4/19/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH BRAMHALL ENGINEERING & SURVEYING COMPANY OF AVON, OHIO, FOR THE EAST PERKINS AVENUE WATERLINE REPLACEMENT PROJECT IN CONJUNCTION WITH THE EAST PERKINS AVENUE RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission approved an agreement for Professional Design Services with Bramhall Engineering & Surveying Company of Avon, Ohio, for the East Perkins Avenue Resurfacing Project by Ordinance No. 22-233, passed on November 28, 2022; and

**WHEREAS**, the East Perkins Avenue Resurfacing Project (PID #113959) is located just east of the Milan Road intersection and continues to the Remington Avenue intersection and consists of milling existing pavements, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, as needed, limited curb and gutter improvements, adjustments of manholes, catch basins and valve boxes, new ADA curb ramps and pavement markings, and includes extending the sidewalk on the north side of the roadway from Balconi Monuments to Remington Avenue, connecting pedestrians on the east side of town to the U.S. Route 250 business corridor; and

**WHEREAS**, this past winter the existing 8" waterline from the Pipe Creek Bridge to Remington Avenue experienced breaks causing interruption in water services to the residents; and

**WHEREAS**, the proposed East Perkins Avenue Waterline Replacement Project will consist of replacing the 8" aging waterline along Perkins Avenue from the Pipe Creek Bridge to Remington Avenue, within the city's corporation limits and will be completed prior to the East Perkins Avenue Resurfacing Project; and

**WHEREAS**, Bramhall Engineering & Surveying Company was selected as the top-ranked firm through the 2022 Biennial Request for Statements of Qualifications (SOQ) process based on the firm's experience, professional expertise, technical ability, extensive experience with the design aspects of waterline improvements and is currently providing similar services for the East Perkins Avenue Resurfacing Project and was determined to be the most qualified firm; and

**WHEREAS**, Bramhall Engineering & Surveying Company will be providing professional design services for the East Perkins Avenue Waterline Replacement Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, the total cost of the professional design services is \$18,900.00 and will be paid with Water Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately proceed with the design work and complete construction prior to the East Perkins Avenue Resurfacing Project scheduled to begin in March 2025; and

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

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

Section 1. The City Manager is authorized and directed to enter into an Agreement with Bramhall Engineering & Surveying Company of Avon, Ohio, for Professional Design Services for the East Perkins Avenue Waterline Replacement Project, in conjunction with the East Perkins Avenue Resurfacing Project (PID #113959), substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Eighteen Thousand Nine Hundred and 00/100 Dollars (\$18,900.00).

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: April 24, 2023



AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this "Agreement"), made as of \_\_\_\_\_, 2023, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and Arcadis US Inc. (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name:

**East Perkins Avenue Waterline  
Replacement Project-Pipe Creek Bridge to  
Remington Avenue**

Director of Public Works:  
Address:

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

Architect/Engineer:  
Contact:  
Address:

Bramhall Engineering & Surveying Company  
Chris L. Howard, P.E. CPESC  
801 Moore Road  
Avon, Ohio 44011

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

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

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

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

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

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

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

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

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

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

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

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City.

The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

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

### **2.1. General**

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

## **ARTICLE 3. ADDITIONAL SERVICES**

### **3.1. General**

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

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

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

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

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

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

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

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

## **ARTICLE 5. COMPENSATION**

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

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

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

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

### **5.2. Reimbursable Expenses**

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

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

### **5.3. Basis of Compensation**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of **\$18,900.00**. A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

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

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

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

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

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

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

### **6.1. Insurance**

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

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

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

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

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

## **6.2. Indemnification**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation

for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

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

## **8.2. Remedies**

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

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

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

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

Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

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

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

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

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

#### 9.5. Extent of Agreement

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

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

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

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

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

## **9.6. Governing Law**

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

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

## **9.7. Notices**

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at \_\_\_\_\_. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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

EXHIBIT "1"

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

Bramhall Engineering & Surveying Company

By: \_\_\_\_\_  
Chris L. Howard, P.E. CPESC  
Vice President

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

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
John Orzech  
Interim 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: Design Services for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project

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

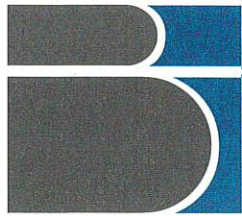
Dated: \_\_\_\_\_, 2023

**EXHIBIT "1"**  
CITY OF SANDUSKY, OHIO

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

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

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



**BRAMHALL**  
**ENGINEERING &  
SURVEYING COMPANY**

April 3, 2023

Jane Cullen, P.E.  
Assistant City Engineer  
Department of Public Works  
240 Columbus Avenue  
Sandusky, Ohio 44870

Reference: East Perkins Avenue Waterline Replacement Improvement Plans  
Pipe Creek Bridge to Remington Avenue  
City of Sandusky, Ohio

Dear Ms. Cullen:

Please accept the following Proposal for Professional Engineering Services pertaining to the above referenced project. This Proposal is based the marked up prints and email correspondence from January 24, 2023.

**Project Description**

The City of Sandusky intends to replace the existing 8" watermain from the Erie County Engineer's bridge replacement over Pipe Creek to Remington Avenue in advance of their programmed ERI-CR 5-2.85 (East Perkins Avenue) PID No. 113959 resurfacing project, which is scheduled for construction in calendar year 2025. The topographic and boundary survey for that project will be used as the basis for the design of this waterline replacement project. The waterline plans will be sold and constructed as a stand-alone project and separate from the ERI-CR 5-2.85 (East Perkins Avenue) PID No. 113959 project.

**Scope of Services**

To meet your objectives, we propose the following Scope of Services for this project:

- Meet with representatives of the City Engineer's Office to review existing conditions and proposed waterline mainline and lateral connections.



- Waterline Replacement Plans. The Construction Plan Sheets provided for the waterline will include, but not be limited to the following sheets:
  - Title Sheet
  - General Notes
  - Overall Site Plan
  - Estimated Quantities
  - Plan and Profiles
  - Miscellaneous Details
  - SWP3 and Notes
- Prepare a Bid Form with estimated quantities.
- Prepare an Engineer's Opinion of Probable Construction Cost.

### **Schedule**

This project will be using the survey and basemapping completed for the ERI-CR 5-2.85 (East Perkins Avenue) PID No. 113959 project. The survey work is currently underway, and design work for these plans will begin as soon as authorization is received and basemapping is completed for the PID 113959 project. We are estimating final plans will be submitted to the City within six (6) months of the basemapping being completed. This will allow for construction to occur in calendar year 2024 in advance of the PID No. 113959 project.

### **Clarifications and Exceptions**

- 1) Geotechnical Services, including soil borings, are not included. Any geotechnical information needed will utilize the work completed under the PID No. 113959 project.
- 2) The existing watermain locations and laterals will be based on reference drawings provided by the City.
- 3) Fees for Local and State Governmental Agency reviews and permits are the responsibility of the City.
- 4) All specifications will be by plan notes only making reference to the City of Sandusky and ODOT C&MS.
- 5) Preparation of Bid Books, Bid Administration, Construction Staking, and Construction Inspection are not included.
- 6) Topographic and Boundary Survey is not included with this proposal. The survey information from the ERI-CR 5-2.85 (East Perkins Avenue) PID No. 113959 project will be used for the design of this project.

**Clarifications and Exceptions (continued)**

- 7) Preparation of As-Built Plans is not included.
- 8.) City will be responsible for locating and marking water lateral services in the field.
- 9.) Plans will be completed in Civil 3D 2023.dwg format.

**Professional Services Fee**


We propose to provide the Professional Services noted herein for an Hourly, Not To Exceed Amount of:

**Eighteen Thousand Nine Hundred Dollars..... \$18,900.00**

The work will be billed monthly based upon the actual hours worked at the time of billing. If the invoice is not paid within thirty (30) days, a 2% interest charge will be applied per month the bill is outstanding. The above rates are valid for services provided through December 31, 2023. Charges for our services after this date are subject to escalation.

**ACKNOWLEDGED & ACCEPTED**

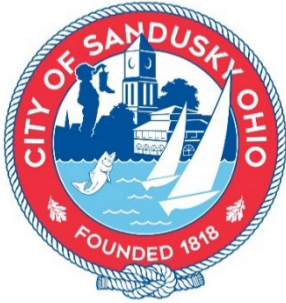
**BRAMHALL ENGINEERING &  
SURVEYING COMPANY**

By:   
Chris L. Howard, P.E., CPESC  
Title: Vice President  
Date: April 3, 2023

**ACKNOWLEDGED & ACCEPTED**

**CITY OF SANDUSKY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## DEPARTMENT of COMMUNITY DEVELOPMENT

*Division of Planning*  
240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5973  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

**To:** John Orzech, City Manager

**From:** Arin Blair, Chief Planner

**Date:** April 12, 2023

**Subject:** April 24, 2023 Agenda Item –Application for an amendment to the zoning map and preliminary plan approval for 701 E. Water St.

**Item for Consideration:** Application for an amendment to the zoning map and preliminary plan approval for 701 E. Water St. (parcels 56-61377.000, 56-61377.001, 56-61377.501, 56-01377.001, 56-01377.002, 56-01377.003, 56-01377.000). The application is to amend the zoning map to a Planned Unit Development at the above-mentioned parcels.

**Purpose:** The proposed zone map change for a Planned Unit Development grants preliminary approval of the plan for a mixed use development, and associated amenities, to be located at 701 E Water Street, commonly referred to as Battery Park.

In general, zoning amendments should align with the proposed land uses stated in a Comprehensive Plan. Building on the Comprehensive Plan, Battery Park has specific recommendations listed in the 2021 adopted Downtown Master Plan. Therefore, the Comprehensive Plan and the Downtown Plan are utilized by staff as factors when evaluating proposed amendments.

Further, Chapter 1155 Planned Unit Development District of the codified ordinances outlines specific guidelines for this zoning category. *The PUD District is established to promote progressive development of land and construction thereon by encouraging planned unit developments to achieve:*

- a) A maximum choice of living environments by allowing a variety of housing and building types and permitting an increased density per acre and reductions in lot dimensions, yards, building setbacks, and area requirements;*
- b) A more useful pattern of open space and recreation areas and, if permitted as part of the project, more convenience in the location of accessory commercial uses and services;*
- c) A development pattern which preserves and utilizes natural topography and geologic features, scenic vistas, trees and other vegetation, and prevents the disruption of natural drainage patterns;*
- d) A more efficient use of land than is generally achieved through conventional development resulting in substantial savings through shorter utilities and streets;*
- e) A development pattern in harmony with the land use, transportation, and other objectives of the City of Sandusky Comprehensive Plan;*
- f) The City is prepared to accept a greater population density in undeveloped areas than that reflected by conventional zoning, provided the developer can demonstrate that any increment of public cost attributable to increased densities will be compensated for by the private amenities and public benefits to be achieved by the plan of development.*

**Background Information:** The area known as Battery Park has long been considered a catalytic development site for the City of Sandusky. Several iterations of development visioning and market studies have considered the area and the best use of land for maximum public benefit. The most recent studies include a 2007 Marina District Plan, 2017 East Waterfront Vision Plan, 2018 Bicentennial Comprehensive Plan, and 2021 Downtown Master Plan. All the concepts in these studies depict the following:

1. Mixed use development that celebrates the bayfront location
2. Extension of Sandusky's walkable and connected public street grid
3. Public access to the water's edge
4. Public Park space

The parcels of the site area are currently a mix of marina use, piers and break walls, park space, and surface parking. The marina includes restaurant, guest services, and private outdoor space. The site is approximately 12.10 acres of land area, with a total area of 32.90 acres including the water within the marina. There is approximately 6.5 acres of parking (54%, approximately 650 spaces), 0.5 acres of marina use (4%), and 5.1 acres of park / greenspace (42%).

Lynn Harlan, on behalf of Battery Park Sandusky, LLC., has submitted an application for an amendment to the zoning map and preliminary plan approval for 701 E. Water St. To create a PUD, a preliminary plan must first be approved, which creates the new special zoning district. Once approved, the applicant has eighteen (18) months to obtain final PUD approval from the Planning Commission. If the final development plan has not been submitted to the Planning Commission within eighteen (18) months, notice shall be given to the applicant that the Planning Commission will recommend to the City Commission rezoning the property to the former zoning district which existed prior to the PUD rezoning. The Planning Commission may grant an extension to the eighteen (18) month time limit if the applicant can show cause why an extension should be granted.

**Preliminary Plan:** At the November 22<sup>nd</sup> 2022 Planning Commission meeting, the preliminary plan was approved and the zone change recommended to City Commission. The proposed site plan is arranged into a walkable, mixed-use development that maximizes the pedestrian experience and access to a revitalized Battery Park public park space and Sandusky Bay. It utilizes shared parking within two parking structures accessible from Meigs Street and a new extension of East Water Street. The structures provide a significant increase in parking spaces, with a significant decrease in the land use area taken up by parking.

Retail space is organized on the ground floor on either side of Water Street and along the edge of Sandusky Bay. Along the entire waterfront, a wide (20-40 ft) public Shoreline Boardwalk maximizes public views and continuous access to the water. Views from Meigs Street and Water Street are preserved and terminate into revitalized public piers and Breakers Stroll around the Marina. The Battery Park public park occupies the north-eastern-most portion of the area, ensuring the best views of the Bay and Cedar Point are retained by open public space.

Residential condominiums occupy the upper floors of the northern building on East Water Street. Residential apartments are located in the curved building that fronts Sandusky Harbor Drive. A Hotel occupies the corner building at the south-east corner of Meigs and Water Street. The parking structures are carefully integrated into the site, so they are visible and accessible to drivers, but do not detract from the pedestrian experience at street level. The south garage is embedded in the block with the hotel and residential apartments. The north garage is activated by first floor retail on all sides – Water Street, Meigs Street, and public Shoreline Boardwalk. The streetscapes include two-way drive lanes, on-street parking, wide sidewalks, landscape and amenities.

In summary, the Preliminary Plan proposes the following elements:

- Public open space (9.17 acres) with public amenities and expanded access to the water
- Public parking structures including 964 spaces, and +/-48 on-street public parking spaces
- Extension of two public streets (Water Street and Market Street) and addition of one public street, Sandusky Harbor Drive, with broad sidewalks and landscape
- Development within three primary structures:
  - Residential mix of 68 condominiums and 172 apartments
  - Hotel 120-130 keys
  - First floor retail space total gross square footage of 57,767
  - Marina with +/- 530 boat slips

**Correlation to the Comprehensive Plan:** The Preliminary Plan is aligned with the Comprehensive Plan and Downtown Master Plan vision for this site. The development pattern, mix and efficiency of land uses, arrangement of public space, and preservation of waterfront access and views are in line with the purpose of the Planned Unit Development zoning district.

**Budgetary Impact:** There is no budgetary impact to the general fund with this proposed legislation.

**Action Requested:** It is requested that City Commission approve the proposed amendment to the zoning map to create a Planned Unit Development at 701 East Water Street. It is further requested that this ordinance be passed as an emergency under suspension of the rules in accordance with Section 14 of the City Charter in order to begin the necessary site work to complete construction within the current development schedule.

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Arin Blair  
Chief Planner

I concur with this recommendation:

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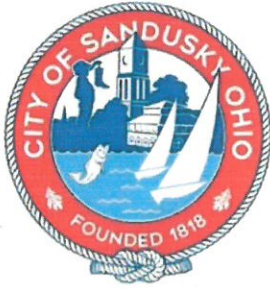
John Orzech  
City Manager

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Colleen Gilson  
Assistant City Manager

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





## PLANNING COMMISSION

### Application for Zoning Map Amendment

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

#### APPLICANT/AGENT INFORMATION:

Property Owner Name: Battery Park Sandusky LLC

Property Owner Address: 38119 Stevens Blvd.  
Hilloughby, Ohio 44094

Property Owner Telephone: 440-521-8091

Email \_\_\_\_\_

Authorized Agent Name: Lynn Harlan

Authorized Agent Address: 38119 Stevens Blvd.  
Hilloughby, Ohio 44094

Authorized Agent Telephone: 216-299-6498

Email lharlan@Marous-dg.com

#### LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address: 701 E. Water St. Sandusky, Ohio

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

See Attached

Parcel Number: 56-01377.000 through 56-01377.003  
56-61377.000  
56-61377.001  
56-61377.501 Zoning District: DBD

DETAILED SITE INFORMATION:

Land Area of Property: 32.90 + .39 = 33.29 ac. (sq. ft. or acres)

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

Building #1: \_\_\_\_\_ (in sq. ft.)

Building #2: \_\_\_\_\_

Building #3: \_\_\_\_\_

Additional: \_\_\_\_\_

\* See Attached sheet

Total Building Coverage (as % of lot area): 12.90%

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

\* See Attached sheet

Proposed Building Height (for any new construction): Approx. 68' to cornice of Hotel

Number of Dwelling Units (if applicable): 240

Number of Off-Street Parking Spaces Provided: 964 (Parking Garages)

Parking Area Coverage (including driveways): \_\_\_\_\_ (in sq. ft.)

Common Open Space

Area: 399,442 (in sq. ft.) (approx. 28% of lot area inc. Marina)

Requested Zoning District Classification: PUD

South Garage + Drives = 50,832 SF

North Garage + Drives = 32,253 SF

Total = 83,085 SF

**APPLICATION AUTHORIZATION:**

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




Signature of Owner or Agent

10/26/22

Date

**PERMISSION TO ACT AS AUTHORIZED AGENT:**

As owner of 701 E. Water St. (municipal street address of property), I hereby authorize Lynn Horton to act on my behalf during the Planning Commission approval process.



Signature of Property Owner

10/26/22

Date

**REQUIRED SUBMITTALS:**

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

**STAFF USE ONLY:**

Date Application Accepted: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Date of Planning Commission Meeting: \_\_\_\_\_

Planning Commission File Number: \_\_\_\_\_





## **Addendum to Planning Commission – Application for Zoning Map Amendment**

### **Total Building Coverage:**

New Building 1:	59,618 SF
New Building 2:	41,370 SF
New Building 3:	5,720 SF
South Garage:	43,575 SF
North Garage:	30,209 SF
N. Garage Retail:	7,079 SF
Gross Building Coverage:	<b>187,571 SF</b>

### **Gross Floor Area of Buildings:**

Residential - Building 1:	174,005 GSF
Residential - Building 2:	105,902 GSF
Retail:	57,767 GSF
Hotel:	76,233 GSF
Building Services:	8,939 GSF
Marina Services:	5,778 GSF
South Garage:	205,517 GSF
North Garage:	132,051 GSF
Total:	<b>766,192 GSF</b>

# PLANNING COMMISSION REPORT

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APPLICATION FOR A PLANNED UNIT  
DEVELOPMENT: PRELIMINARY PLAN APPROVAL  
AND AN AMENDMENT TO THE ZONING MAP FOR  
701 E. WATER ST. (PARCELS 56-61377.000, 56-  
61377.001, 56-01377.000, 56-01377.001, 56-  
01377.002, 56-01377.003, 56-61377.501)

Reference Number: PPPP22-0001

Date of Report: October 29, 2022  
Date of Meeting: November 22, 2022

Report Author: Arin Blair, AICP, Chief Planner



# City of Sandusky, Ohio

## Planning Commission Report

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### BACKGROUND INFORMATION

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Owner:	City of Sandusky and State of Ohio
Applicant/ Leaseholder:	Battery Park Sandusky, LLC 38119 Stevens Blvd. Willoughby, OH 44094
Authorized Agent:	Lynn Harlan 38119 Stevens Blvd. Willoughby, OH 44094
Site Location:	701 E. Water St. Sandusky, OH 44870
Current Zoning:	DBD – Downtown Business District
Surrounding Zoning:	North- DBD – Downtown Business District East- DBD – Downtown Business District South- PF – Public Facilities West- R2F – Two Family Residential CS – Commercial Service DBD – Downtown Business District
Existing Use:	Park, marina, parking
Proposed Zoning:	Planned Unit Development
Applicable Plans & Regulations:	2007 Marina District Plan, 2018 Bicentennial Comprehensive Plan, 2017 East Waterfront Vision Plan, and 2021 Downtown Master Plan, City of Sandusky Planning and Zoning Code Chapters: 1155 Planned Unit Development

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## SITE PICTURES

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### Subject Development Parcels Outlined in Red:



#### Zone Map Setbacks



#### PUD - Planned Unit Development



#### Parcels



#### TRO - Transient Rental Overlay



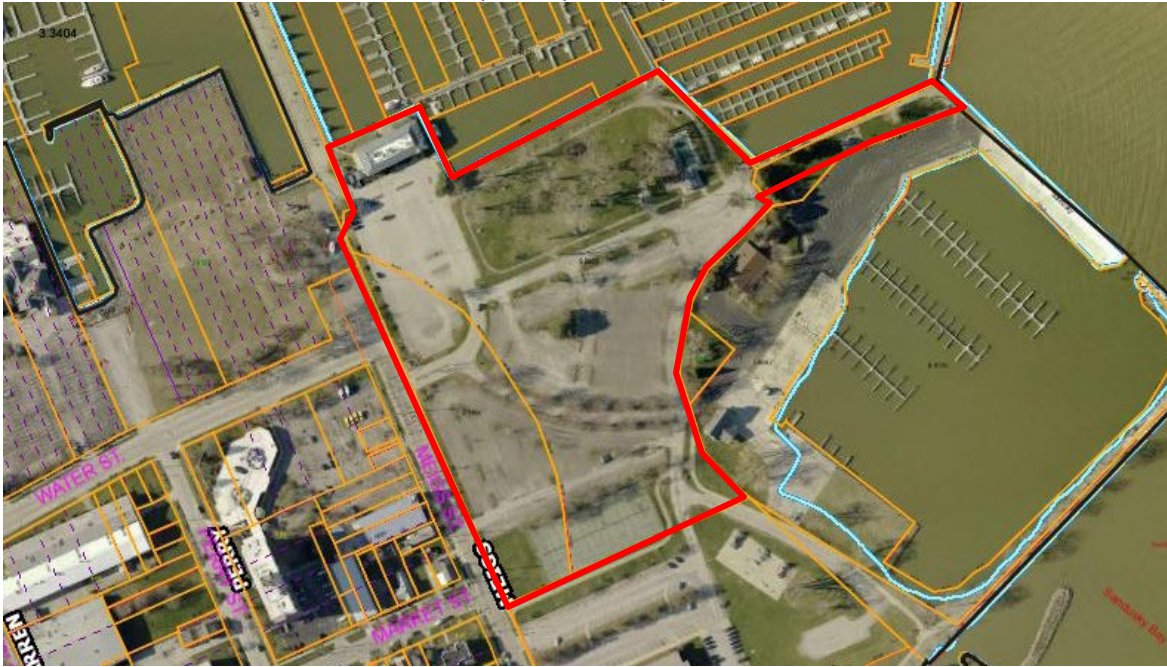
#### Zoning

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

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



Aerial of primary development site



Birds-eye view of the land area looking eastward

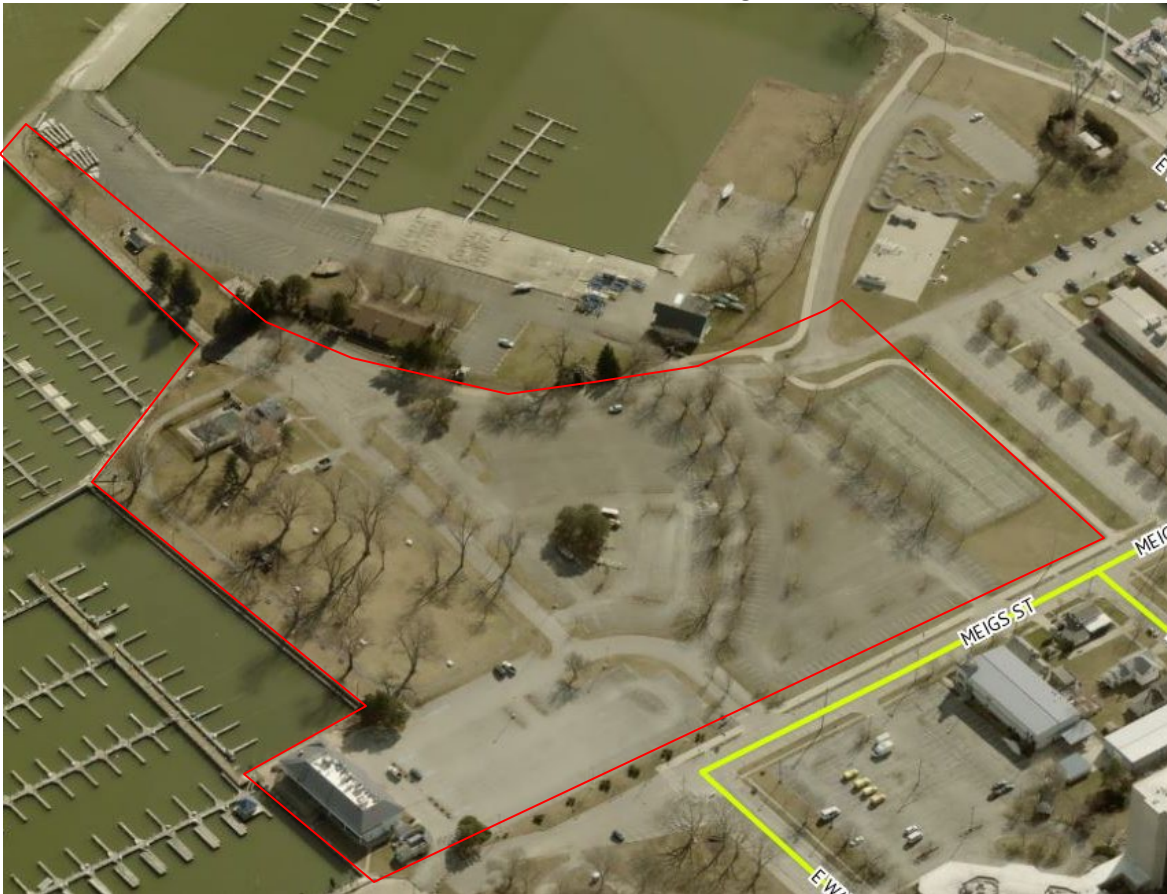
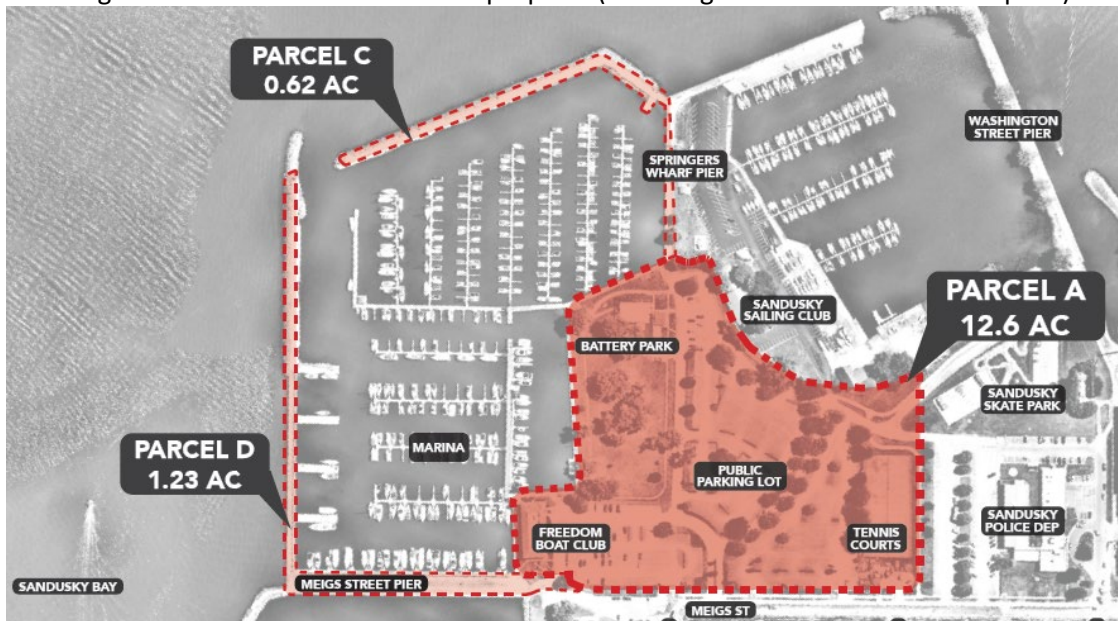
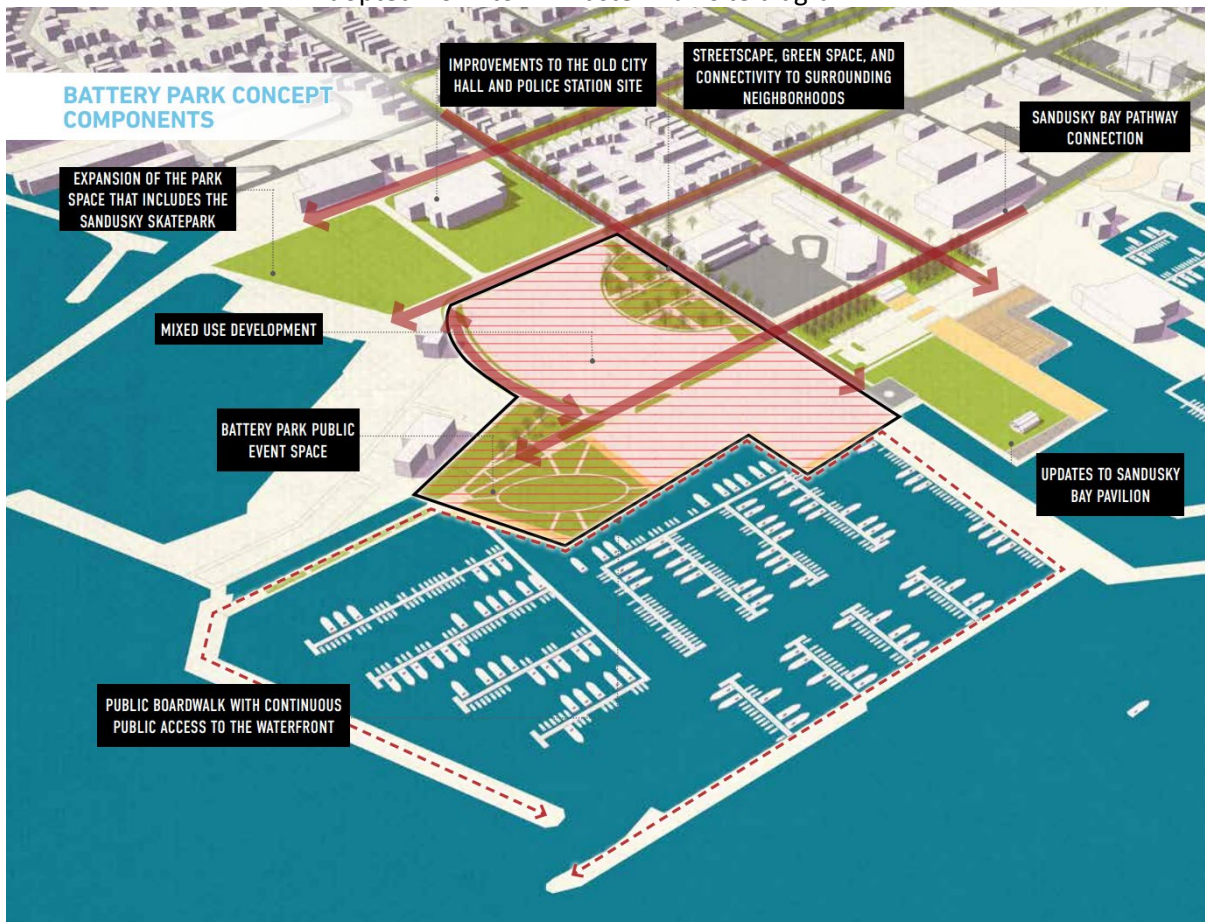




Diagram of all land area included in proposal (including marina break walls and piers)



Adopted Downtown Master Plan site diagram





Existing site condition



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#### **SITE DESCRIPTION**

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Battery Park has long been considered a transformational development site for the City of Sandusky. This is most recently documented in a 2007 Marina District Plan, multiple conceptual site diagrams in the 2018 Bicentennial Comprehensive Plan, 2017 East Waterfront Vision Plan, and 2021 Downtown Master Plan. All the concepts include mixed use development that celebrates the bayfront location, walkable and connected street grid, public access to the water's edge, and public park space.

The parcels of the site area are currently a mix of marina use, piers and break walls, park space, and surface parking. The marina includes restaurant, guest services, and private outdoor space. The site is approximately 12.10 acres of land area, with a total area of 32.90 acres including the water within the marina. There is approximately 6.5 acres of parking (54%, approximately 650 spaces), 0.5 acres of marina use (4%), and 5.1 acres of park / greenspace (42%).

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#### **PROJECT DESCRIPTION**

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The applicant has submitted a preliminary development plan in pursuance of a Planned Unit Development zoning district on the site. The proposed site plan is arranged into a walkable, mixed-use development that maximizes the pedestrian experience and access to a revitalized Battery Park public park space and Sandusky Bay. It utilizes shared parking within two parking structures accessible from Meigs Street and a new extension of East Water Street. The structures provide a significant increase in parking spaces, with a significant decrease in the land use area taken up by parking.

Retail space is organized on the ground floor on either side of Water Street and along the edge of Sandusky Bay. Along the entire waterfront, a wide (20-40 ft) public Shoreline Boardwalk maximizes public views and continuous access to the water. Views from Meigs Street and Water Street are preserved and terminate into revitalized public piers and Breakers Stroll around the Marina. The Battery Park public park occupies the north-eastern-most portion of the area, ensuring the best views of the Bay and Cedar Point are retained by open public space.

Residential condominiums occupy the upper floors of the northern building on East Water Street. Residential apartments are located in the curved building that fronts Sandusky Harbor Drive. A Hotel occupies the corner building at the south-east corner of Meigs and Water Street.

The parking structures are carefully integrated into the site, so they are visible and accessible to drivers, but do not detract from the pedestrian experience at street level. The south garage is embedded in the block with the hotel and residential apartments. The north garage is activated by first floor retail on all sides – Water Street, Meigs Street, and public Shoreline Boardwalk. The streetscapes include two-way drive lanes, on-street parking, wide sidewalks, landscape and amenities.



The master plan depicts a comprehensive development plan for the entire site that includes:

- Public open space (9.17 acres) with public amenities and expanded access to the water
- Public parking structures including 964 spaces, and +/-48 on-street public parking spaces
- Extension of two public streets (Water Street and Market Street) and new public street Sandusky Harbor Drive with broad sidewalks and landscape
- Development within three primary structures:
  - o Residential mix of 68 condominiums and 172 apartments
  - o Hotel 120-130 keys
  - o First floor retail space total gross square footage of 57,767
  - o Marina with +/- 530 boat slips

Preliminary site plan rendering



## Proposed Public Open Space



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## APPLICABLE CODE SECTIONS

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### CHAPTER 1155

#### Planned Unit Development

##### **1155.01 PURPOSE.**

The PUD District is established to promote progressive development of land and construction thereon by encouraging planned unit developments to achieve:

- (a) A maximum choice of living environments by allowing a variety of housing and building types and permitting an increased density per acre and reductions in lot dimensions, yards, building setbacks, and area requirements;
- (b) A more useful pattern of open space and recreation areas and, if permitted as part of the project, more convenience in the location of accessory commercial uses and services;
- (c) A development pattern which preserves and utilizes natural topography and geologic features, scenic vistas, trees and other vegetation, and prevents the disruption of natural drainage patterns;
- (d) A more efficient use of land than is generally achieved through conventional development resulting in substantial savings through shorter utilities and streets;

(e) A development pattern in harmony with the land use, transportation, and other objectives of the City of Sandusky Comprehensive Plan;

(f) The City is prepared to accept a greater population density in undeveloped areas than that reflected by conventional zoning, provided the developer can demonstrate that any increment of public cost attributable to increased densities will be compensated for by the private amenities and public benefits to be achieved by the plan of development.

(Ord. 08-038. Passed 4-28-08.)

#### **1155.03 PERMITTED USES.**

Compatible residential, commercial, public and quasi-public uses may be combined in the PUD District, provided the City Planning Commission and the City Commission find that the proposed location of the commercial uses will not adversely affect adjacent property, and/or the public health, safety, and general welfare.

(Ord. 08-038. Passed 4-28-08.)

#### **1155.04 ACCESSORY BUILDINGS AND USES.**

(a) Accessory buildings and uses are permitted provided that such buildings and uses are customary and incidental to the principal use and are situated on the same lot as the principal building.

#### **1155.05 MINIMUM PROJECT AREA.**

There is no minimum project area requirement for a PUD District.

(Ord. 08-038. Passed 4-28-08.)

#### **1155.06 COMMON OPEN SPACE.**

(a) A minimum of twenty percent (20%) of the land developed in any planned unit development project shall be reserved for common open space and recreational facilities for the residents or users of the area being developed.

(b) At the discretion of the Planning Commission, the required amount of common open space land reserved under a planned unit development shall either:

(1) Be held in corporate ownership by owners of the project area for the use of each owner who buys property within the development; or

(2) Be acceptable to the City for dedication as common open space for parks, recreation, and related uses.

All land dedicated to the City must meet the Planning Commission's requirements as to size, shape, and location. Public utility and similar easements and rights-of-way for water courses and other similar channels are not acceptable for common open space dedication to the City unless such land or rights-of-way are usable as a trail or other similar purpose and approved by the Planning Commission. The legal responsibility and method of the maintenance of all open spaces shall be specified by the developer before approval of the Preliminary Development Plan.

(c) Landscaping of open spaces shall be sufficient to provide a park-like environment and reduce the harshness of bare structures and land. Planted species shall be of types and sizes to assure a park atmosphere and permanent survival.

(Ord. 08-038. Passed 4-28-08.)



#### **1155.07 UTILITY REQUIREMENTS.**

Underground utilities, including telephone and electrical systems, are required within the limits of all planned unit developments. The City encourages the location of utility lines in alleys or easements behind buildings instead of in street rights-of-way whenever possible.

Appurtenances to these systems which can be effectively screened may be exempted from this requirement if the Planning Commission finds that such exemption will not violate the intent or character of the proposed planned unit development.

(Ord. 08-038. Passed 4-28-08.)

(b) For the purpose of regulating accessory buildings and uses, all residential uses in PUD Districts shall conform to the Residential District regulations of the Zoning Code in Chapter 1129. (Ord. 08-038. Passed 4-28-08.)

#### **1155.08 MINIMUM LOT SIZE AND MAXIMUM HEIGHT REGULATIONS.**

(a) The following minimum and maximum requirements shall be observed:

Land Use	Minimum Lot Area (Square Feet)	Density (Not to exceed units / residential acre)	Maximum Height	Height (feet)
			Number of Stories	
Single family	4,200	6	2-1/2	30
Two family	2,100 per family	10	2-1/2	30
Garden, Townhouse, Apartments	1,200 per family	16	3	40
Multi-family	1,200 per family	16	10	120

A diversification of lot sizes is encouraged. Lot widths and setbacks may be varied to allow for a variety of structural designs. Clustering of dwellings is encouraged. Maintaining waterfront views/vistas for projects close to Sandusky Bay and Lake Erie is also encouraged.

(b) For determining density as shown in the above table, the term "residential acre" does not include street rights-of-way or common open space.

(c) Notwithstanding the provisions of this section, every building abutting the perimeter of the planned unit development shall maintain a building setback of at least twenty-five (25) feet.

(d) Where townhouses are used, there shall be no more than eight townhouse units in any contiguous group. (Ord. 08-038. Passed 4-28-08.)

#### **1155.09 PARKING.**

Off-street parking, loading and service areas shall be provided in accordance with Chapter 1149 of this Zoning Ordinance.

(Ord. 08-038. Passed 4-28-08.)

#### **1155.10 ARRANGEMENT OF COMMERCIAL USES.**

When planned unit development districts include commercial uses, the amount of land which may be devoted to commercial use shall be approved by the Planning Commission and the City Commission. Commercial buildings and establishments shall be planned as groups having common parking areas and common ingress and egress points in order to reduce the number of potential accident locations at intersections with thoroughfares. Planting screens or fences shall be provided on the perimeter of the commercial areas abutting residential areas. The plan of the project shall provide for the integrated and harmonious design of buildings, and for adequate and properly arranged facilities for internal traffic circulation, landscaping, and such other features and facilities as may be necessary to make the project attractive and efficient from the standpoint of the adjoining and surrounding noncommercial areas.  
(Ord. 08-038. Passed 4-28-08.)

#### **1155.11 MAINTENANCE OF UNDEVELOPED AREAS.**

All areas designed for future expansion or not intended for immediate improvement or development shall be landscaped as approved by the Planning Commission and maintained in accordance with a landscape maintenance plan approved by the Planning Commission. Natural and scenic areas should be preserved wherever possible.  
(Ord. 08-038. Passed 4-28-08.)

#### **1155.14 APPLICATION CONTENTS; PRELIMINARY PLAN.**

An application for zone change for a PUD District shall be accompanied by a preliminary plan and shall be filed with the Chairman of the Planning Commission by at least one owner or lessee of the property for which the planned unit development is proposed. At a minimum, the application shall contain the following information:

- (a) All information normally required for a zone change amendment under Chapter 1113 of this Zoning Ordinance;
  - (b) Name, address and telephone number of registered surveyor, registered engineer and/or urban planner assisting in the preparation of the preliminary plan;
  - (c) A preliminary plan at a scale approved by the Chief Planner, showing topography at two foot intervals; location and type of residential and commercial uses; layout, dimensions, names of existing and proposed streets, rights-of-way, utility easements, parks and community spaces; layout and dimensions of lots and building setback lines; preliminary improvement drawings showing utility lines and other items as the Planning Commission deems necessary;
  - (d) Proposed schedule for the development of the site;
  - (e) Evidence that the applicant has sufficient control over the land in question to initiate the proposed development plan within eighteen (18) months;
  - (f) The application for planned unit development shall be accompanied by a written statement by the developer setting forth the reasons why, in his opinion, the planned unit development would be in the public interest and would be consistent with the City's statement of objectives for planned unit developments in Section 1155.01;
  - (g) A PUD filing fee and deposit as set by the City Commission. The number of copies of the application and preliminary plan required for submittal shall be set by the Planning Commission.
- (Ord. 08-038. Passed 4-28-08.)

#### **1155.15 PRELIMINARY PLAN APPROVAL.**

- (a) Review of Preliminary Plan. The Planning Commission shall review the preliminary plan and zone change request to determine if it is consistent with the objectives of this chapter; whether the proposed development advances the general welfare of the community and

neighborhood; and whether the benefits of combining various land uses justify the deviation from conventional district regulations.

(b) PUD Zone Change and Preliminary Plan Recommendations. After review, the Planning Commission shall recommend to the City Commission that the zone change request and the preliminary plan be approved as presented, approved with supplementary conditions, or disapproved. The City Commission will then follow normal zone change procedures specified in Chapter 1113.  
(Ord. 08-038. Passed 4-28-08.)

## **CHAPTER 1113**

### **Amendments**

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

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

#### **1149.05 SCHEDULE OF REQUIRED OFF-STREET PARKING.**

<u>Building or Use</u>	<u>Required Minimum Parking Space</u>
(1) One-family dwelling	2 spaces/dwelling unit x 1

**Required Parking Spaces: 2**

**Existing Parking Spaces at Property: 2**

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#### **RELATION TO ADOPTED PLANNING DOCUMENTS**

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The Downtown Master Plan outlines a number of priorities for the Project. The Guiding Principles for the plan, set by public feedback dictate the plan will:

- 1) Connect downtown's assets with a cohesive, walkable street network
- 2) Increase connections to the water with public access and views
- 3) Grow downtown as a neighborhood with more residential options
- 4) Establish downtown as a year-round destination with things to do every season
- 5) Increase the number of visitors to downtown and increase how long they stay
- 6) Foster the success of downtown retail with public realm investments and a vision for new and infill development

The Downtown Master Plan also outlines specific guiding principles for development of Battery Park. These include:

- As development occurs, considerations to ensure it connects to existing neighborhoods as an extension of the historic street grid will be important for the success of new development.
- Likewise, development on this site should have no “back,” meaning it is welcoming to pedestrians approaching it from Water and Meigs Streets as well as from Sandusky Bay.
- The Battery Park concept emphasizes a balanced mix of uses and neighborhood character, including public and private development, public spaces, walkability, connectivity to surrounding neighborhoods, and connectivity to the downtown core.

The Downtown Master Plan includes the following specific components for development of Battery Park:

- 1) Streetscape, green space, and connectivity to surrounding neighborhoods
- 2) Sandusky Bay Pathway connection
- 3) Public boardwalk with continuous public access to the waterfront
- 4) Battery Park public event space
- 5) Mixed use development, such as hotel, medium to high density residential, and retail

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#### PLANNING DIVISION COMMENTS

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The mix of uses, public access, and arrangement of the site plan is in alignment with the vision for the development of Battery Park and are consistent with the objectives of the PUD ordinance. The parking requirements of the code are met.

Retail	231 spaces
Condo	136 spaces
Apartments	258 spaces
Hotel	130 spaces
Marina	353 spaces
Total demand by the code	1,108
Total provided in the plan	1,112

Further, staff expect parking will be shared by a high percentage of users – for example, residents walking to retail locations, hotel and marina guests visiting retail locations. The abundance of parking will support the existing parks and commercial establishments within walking distance of the development.

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#### OTHER DEPARTMENT COMMENTS

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##### **Engineering Staff:**

Engineering comments have been incorporated into iterative site plan drafts before the submission of the Preliminary Development Plan to Planning Commission.

##### **Building Staff:**

No concerns have been received as of the writing of this report

##### **Police Department:**

No concerns have been received as of the writing of this report

**Fire Department:**

No concerns have been received as of the writing of this report

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**CONCLUSION/RECOMMENDATION**

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In conclusion, staff recommends the approval of the Preliminary Plan and support of the Amendment to the zoning map to Planned Unit Development for 701 E. Water St. (parcels 56-61377.000, 56-61377.001, 56-61377.501, 56-01377.001, 56-01377.002, 56-01377.003, 56-01377.000) with the following conditions:

1. All applicable permits must be obtained through the Building Department, Engineering Department, and any other applicable agency prior to transient occupancy.
2. The legal responsibility and method of the maintenance of all open spaces, including streetscape amenity zones, shall be specified by the developer before approval of the Final Development Plan.
3. The building standards submitted as part of the Final Development Plan include dimensions of architectural features of all facades, and specification of materials.
4. The detailed landscape plan submitted as part of the Final Development Plan include an interim landscape treatment and garage screening for the future building site identified on Meigs Street.



## **Planning Commission**

**November 22, 2022**

### **Meeting Minutes**

#### **Meeting called to order:**

Chair McGory called the meeting to order at 5:00 pm. The following members were present: Vice Chair Miller, Commissioner Castile, Commissioner Jackson, Commissioner Poggiali, Commissioner Whelan, and Commissioner Zuilhof. Arin Blair represented the Community Development Department, Brendan Heil represented the Law Department, and Clerk Quinn Rambo was also present.

#### **Approval of minutes from July 27, 2022:**

Chair McGory asked for a motion on the amended July 2022 minutes. Vice Chair Miller made a motion to approve the minutes as amended and the motion was seconded by Commissioner Poggiali. The Commission voted unanimously to approve the amended minutes of the July Planning Commission Minutes.

#### **Approval of minutes from October 26, 2022:**

Chair McGory stated amended minutes were passed out prior to the meeting and asked for a motion. Vice Chair Miller made a motion to approve the minutes as amended and the motion was seconded by Commissioner Jackson. The Commission voted unanimously to approve the amended minutes of the July Planning Commission Minutes.

#### **Adjudication Hearing**

**Ralph Chamberlain, on behalf of the Erie Metropolitan Housing Authority has submitted an application for conditional use permit at 914 Hancock Street to make the existing community garden a legal conforming main use and allow a shed as an accessory use.**

Staff presented the conditional use application and recommended the applicant seek a conditional use permit because local business zoning does not allow a shed for a primary building. Staff is in favor of the application with the condition that all applicable permits are obtained prior to construction. Mr. Chamberlain spoke on behalf of request. Chair McGory asked if the shed will have a foundation. Mr. Chamberlain stated there were existing concrete pads that would be used for the shed location. Vice Chair Miller asked if it would be a permanent installation. Mr. Chamberlain stated no, the shed would be able to be removed, if necessary. Chair McGory asked for a motion. Vice Chair Miller made a motion to approve the application with conditions of Staff and the motion was seconded by Commissioner Castile. The Commission voted unanimously to approve the application with Staff conditions.

#### **New Business**

##### **1001 Fremont Avenue- Site Plan**

**John Carrigan, on behalf of Classic Investors, LLP, has submitted a site plan for 1001 Fremont Avenue to build a storage building in a Commercial District.**

Ms. Blair stated that Mr. Ochs had been ill during the week but was on the phone to answer any questions the Commission may have regarding the application. Ms. Blair presented the application with the recommendation of approval with the condition that all applicable permits be obtained prior to construction. Commissioner Jackson asked if there would be fencing around the property. Ms. Blair

believed there was fencing. Commissioner Zuilhof stated that he believed there was barbed wire fence that did not completely encompass the property and did not give a friendly appearance. Mr. Ochs stated that barbed wire is allowed with a conditional use permit but this property does not have conditional use permit in place. Mr. John Carrigan, one of the applicants, spoke on behalf of the project. Commissioner Zuilhof asked if any fencing was being added. Mr. Carrigan stated no. Commissioner Poggiali asked if there was barbed wire fencing. Mr. Carrigan stated there was 3 strand barbed wire fence installed. Commissioner Poggiali made a motion to approve the application as presented with Staff conditions. The motion was seconded by Commissioner Zuilhof. The Commission voted unanimously to approve the application with Staff conditions.

### **Public Hearing**

**Danielle Murray on behalf of Lioness Realty, has submitted an application for an amendment to the zoning map for 603, 605, 611, 617, and 619 E. Washington Street (parcels 56-00022.000, 56-00734.000, 56-00033.000, 56-00356.000, 56-00030.000). The application is to amend the zoning map to expand the Transient Overlay District to include the above mentioned parcels.**

Chair McGory introduced the application and asked for the staff presentation. Ms. Blair presented the application. Ms. Murray had a signed affidavit from all the property owners to represent the properties listed in the application. Staff is not opposed to the request and requested any approval be granted with the conditions that all applicable permits be obtained through City Departments as necessary. Chair McGory asked if transient rental was allowed in downtown business zoning. Ms. Blair stated that it was an allowed use. The applicant, Danielle Murray, spoke on behalf of the request. Chair McGory asked if Ms. Murray had obtained notarized statements from all property owners to act on their behalf. Ms. Murray answered yes. Chair McGory asked if there was any other public comment. Mr. Schwanger asked if the applicant was required to get the other properties rezoned for her request to be approved. Ms. Blair explained that typically single zoning of properties does not occur but it is not illegal to do so. Commissioner Zuilhof added that the request is for a district and once parcel does not make a district. Chair McGory stated the property owner did not have to do it that way. Ms. Blair added that all property owners within 300 feet of all the properties on the application were notified about the request. Commissioner Poggiali added that he thought there was a moratorium on these type of requests. Commissioner Zuilhof stated that if it was a single property owner requesting this, it would not be consistent with the ordinance. Commissioner Poggiali asked if the property was a duplex and if it had been rented out. Ms. Murray answered that yes it was a duplex and it had not been rented out in recent years. Commissioner Poggiali asked the applicant if she spoke to property owners across the street, the applicant stated she had not spoken to those owners. Ms. Blair stated they were notified per ordinance guidelines. Commissioner Zuilhof asked for the zoning of the properties across the street. Ms. Blair stated the zoning across the street is Residential 2 Family. Vice Chair Miller made a motion to approve the application with staff conditions and the motion was seconded by Commissioner Whelan. The following Commissioners voted yes to approve the application as presented with Staff conditions: Chair McGory, Vice Chair Miller, Commissioner Castile, Commissioner Jackson, and Commissioner Whelan. Commissioner Poggiali voted against the motion because of his concern on where it would stop if the Commission continues to approve contiguous properties. Commissioner Castile added that she agreed with Commissioner Poggiali but added that this particular property was in proximity to the downtown area and overlay district, which was why she voted in favor of the approval. Chair McGory stated just because it gets approved doesn't mean people will do transient rental. Commissioner Poggiali stated he

is concerned about too much rental and people being discouraged from living in the City. Commissioner Zuilhof added that the district is an overlay district so the initial zoning will remain in place.

**Lynn Harlan, on behalf of Battery Park Sandusky, LLC, has submitted an application for an amendment to the zoning map for 701 E. Water Street (parcels 56-61377.000, 56-61377.00, 56-01377.001, and 56-01313.000). The application is to amend the zoning map to a Planned Unit Development (PUD) at the above mentioned parcels**

Chair McGory introduced the next application and asked for Staff presentation. Ms. Blair presented the Staff Report. Commissioner Zuilhof asked why the agenda stated the application was an amendment to the zoning map, when they were being presented a site plan. Ms. Blair stated the application for a rezone to a PUD was the review and approval of a preliminary site plan. Ms. Blair described the process for the approval of a PUD and explained that if the Commission approved the rezone tonight, within 18 months of a City Commission approval of the rezoning, the Planning Commission would be presented with the Final Site Plan. Staff supported the application to rezone the property to PUD with the condition (in summary) that all applicable permits be acquired prior to occupancy, who the legal responsibility and method of the maintenance of all open spaces be specified, to include in the design specifications: dimensions, architectural features of all facades and materials to be used, and a detailed landscape plan/ garage screening. Chair McGory asked if the Commission was being asked to recommend the Site Plan to City Commission. Ms. Blair answered that was incorrect, Planning Commission approves site plans and the Commission approving the preliminary site plan was a recommendation to the City Commission to approve the rezone request. Commissioner Whelan asked if the developer would be committed to completing the project through all phases. Ms. Blair stated that with final development plan there would be a schedule that must be met. Commissioner Castile questioned if the public space would be guaranteed. Ms. Blair answered that it would be locked in, like the building structures. Chair McGory asked the applicant to present. Chip Marous, the applicant, introduced the project and his architectural team. Denver Brooker, and Cullen Eves, the applicant's architecture and design team, presented the preliminary site plan. Commissioner Jackson asked if there was an order the buildings would be built in. Mr. Marous stated from north to south after the infrastructure is in place. Chair McGory opened the floor for public comment. Mr. Oliver spoke against the application. He stated the City is acting illegally, the development doesn't offer any low to moderate income housing, and the plan does not preserve the historic nature of Battery Park. Ms. Ashburn spoke next and asked that the Commission table the application until the citizens can vote on the matter. Mr. McCloskey told the Commission that letting permanent changes, such as changes to roads, would no longer make it a lease, but taking over the property from the citizens of Sandusky. He asked the item be tabled until after the vote. Mr. Schwanger said that Battery Park is underutilized because of the lack of wayfinding signage, lack of access, and lack of maintenance by former lease holders. He continued City Commission did not hold lease holders accountable. Mr. Schwanger presented the 2009 Battery Park Plan and compared it to the current presentation. Ms. Marzuga voiced her concern that Mr. Harris (former City Law Director) stated in a 2020 City Commission Meeting, "that no one can parcel out and sell the land," but this preliminary site plan shows condominium parcels. She also wanted the Commission to consider the preservation of the existing trees. Mr. Wiedle expressed that there were 30 existing empty retail spaces in downtown Sandusky and there was not a need for more retail in Sandusky, the proposed developer had not finished the Feick Building, and Sandusky does not need more renters. Mr. LaMarca shared that every several years the City was presented with a new/ better plan and he felt this plan served the interest of the developer more the welfare of Sandusky residents.

Mr. Carl McGookey spoke in favor of the proposal, he continued it offered many amenities for the public and would draw in visitors. Mr. Dan McGookey told the Commission this project would increase the quantity and quality of access to the water for the public. Chair McGory asked for a motion. Commissioner Miller made a motion to approve the preliminary plan in support of amending the zoning map subject to Staff conditions. The motion was seconded by Commissioner Jackson. Commissioner Zuilhof stated that water access was greatly improved with the presented plan and quality of green space was also greatly improved. Commissioner Miller stated that he understood the residents that spoke against the proposal earnestly believed that presented plan would not be good for Sandusky; but he also knew many of those same people were against the Jackson Street Pier project and that many of those people he has encountered down at the pier enjoying themselves. Commissioner Jackson concurred with Vice Chair Miller's experience. Commissioner Whelan stated that he was concerned about access to water and if the green space would remain the same, he felt this proposal met those requirements. He added that he believes the voters would support this plan and he would not like to see the final development plan until after the upcoming vote. Chair McGory had concerns about the retail space as well, but the Commission was not voting on that matter. Commissioner Zuilhof asked for clarification of what the Commission was being asked to do tonight. Staff reviewed PUD guidelines for the Commission. Vice Chair Miller explained the certainty of which a PUD provided to the City. Commissioner Castile voiced that she was not particularly in favor of PUD's but the goals for this property had not been achieved in years and this PUD would accomplish those goals. The Commission discussed the lease and submerged lands regulations with input from Mr. Heil. Chair McGory called for a vote and the vote was approved unanimously by all commissioners to approve the preliminary plan in support of amending the zoning map subject to Staff conditions.

**Adjournment:**

Commissioner Castile moved to adjourn and the motion was seconded by Commissioner Whelan. The meeting ended at 7:42 PM.

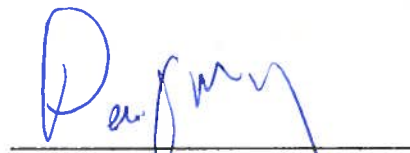
**Next Meeting:**

December 28, 2022 at 5:00pm.

**Approved:**



Clerk

  
Chair/ Vice Chair



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**DEPARTMENT of COMMUNITY DEVELOPMENT**

*Division of Planning*  
240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5891

November 24, 2022

At the November 22, 2022 Planning Commission meeting, the Planning Commission recommended approval to the City Commission for an amendment to the zoning map for 701 E. Water St. (parcels 56-61377.000, 56-61377.001, 56-61377.501, 56-01377.001, 56-01377.002, 56-01377.003, 56-01377.000).

The application is to amend the zoning map to a Planned Unit Development at the above mentioned parcels.

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Pete McGory  
Planning Commission Chairman

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

**AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE PARCEL NOS. 56-01377.000, 56-01377.001, 56-01377.002, 56-01377.003, 56-61377.000, 56-61377.001, AND 56-61377.501, LOCATED AT 701 E. WATER STREET, FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT; APPROVING THE PRELIMINARY PLANS FOR THE PROPOSED PLANNED UNIT DEVELOPMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City owns the property commonly known as Battery Park and Battery Park Marina and has leased the property since 1985, most recently to Battery Park Sandusky LLC; and

**WHEREAS**, a request is being made on behalf of Battery Park Sandusky LLC, for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City to rezone Parcel Nos. 56-01377.000, 56-01377.001, 56-01377.002, 56-01377.003, 56-61377.000, 61377.001, and 56-61377.501, located at 701 E. Water Street and known as Battery Park, for Planned Unit Development, and as more fully described in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

**WHEREAS**, Lynn Harlan, on behalf of Battery Park Sandusky LLC, has applied for a zoning amendment for a Planned Unit Development to include public open space with public amenities and expanded access to the water, public parking structures including 964 spaces and +/- 48 on-street public parking spaces, extension of Water Street and Market Street and addition of one (1) public street (Sandusky Harbor Drive) with broad sidewalks and landscape, and a residential mix of 68 condominiums and 172 apartments, 120-130 key hotel, first floor retail space and a marina with +/- 530 boat slips; and

**WHEREAS**, this request was heard by the Planning Commission at their November 22, 2022, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment for the rezoning of Parcel Nos. 56-01377.000, 56-01377.001, 56-01377.002, 56-01377.003, 56-61377.000, 61377.001, and 56-61377.501, located at 701 E. Water Street and known as Battery Park, for a Planned Unit Development (PUD) subject to the following conditions:

1. All applicable permits must be obtained through the Building Department, Engineering Department, and any other applicable agency prior to transient occupancy; and
2. The legal responsibility and method of the maintenance of all open spaces, including streetscape amenity zones, shall be specified by the developer before approval of the Final Development Plan; and
3. The building standards submitted as part of the Final Development Plan include dimensions of architectural features of all facades, and specification of materials; and

4. The detailed landscape plan submitted as part of the Final Development Plan include an interim landscape treatment and garage screening for the future building site identified on Meigs Street.

**WHEREAS**, a public hearing on the applicant's request was held by this City Commission at their April 24, 2023, regularly scheduled meeting and after due consideration accepts the recommendation of the Planning Commission; 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 begin the necessary site work to complete construction within the current development schedule; 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 **approves** the proposed Planned Unit Development (PUD), subject to the foregoing conditions, and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the rezoning of Parcel Nos. 56-01377.000, 56-01377.001, 56-01377.002, 56-01377.003, 56-61377.000, 61377.001, and 56-61377.501, located at 701 E. Water Street and known as Battery Park, from “DB” Downtown Business District to a Planned Unit Development (PUD) District, as more fully described in Exhibits “A” and “B” which are attached to this Ordinance and specifically incorporated herein.

Section 2. This City Commission **approves** the Preliminary Plan as presented for the proposed Planned Unit Development to be located at 701 E. Water Street, Sandusky, currently on file in the Office of the Department of Planning.

Section 3. The City's Chief Planner is directed to make the change on the original Zoning Map on file in the Office of Planning and Zoning.

Section 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: April 24, 2023





## Exhibit A

### ALTA COMMITMENT

#### Property Description

Being a part of East Battery in the First Ward in the City of Sandusky, Erie County, Ohio and being more particularly described as follows:

Beginning at a point on the centerline of Water Street where the same intersects the easterly right of way line of Meigs Street (66 feet wide);

1. Thence North  $21^{\circ} 51' 00''$  West parallel with and 33 feet easterly from by rectangular measurement, the centerline of Meigs Street, a distance of 320.00 feet to a point;
2. Thence North  $11^{\circ} 10'$  West, a distance of 37.31 feet to a point;
3. Thence North  $21^{\circ} 37' 05''$  West along the face of an existing wall, a distance of 586.3 feet to a point;
4. Thence North  $68^{\circ} 25' 00''$  East continuing along the face of an existing wall, a distance of 1005.73 feet to a point;
5. Thence South  $44^{\circ} 11' 00''$  East continuing along the face of an existing wall, a distance of 824.27 feet to a point;
6. Thence South  $12^{\circ} 52' 00''$  West continuing along the face of an existing wall, a distance of 182.93 feet to a point;
7. Thence South  $66^{\circ} 01' 15''$  West, a distance of 402.12 feet to an existing fence line;

Thence following the existing fence line for the next nine (9) courses.

8. Thence South  $12^{\circ} 26' 10''$  West, a distance of 29.71 feet to a point;
9. Thence South  $38^{\circ} 31' 10''$  East, a distance of 59.60 feet to a point;
10. Thence South  $47^{\circ} 36' 15''$  West, a distance of 178.93 feet to a point;
11. Thence South  $30^{\circ} 16' 30''$  West, a distance of 66.10 feet to a point;
12. Thence South  $14^{\circ} 32' 30''$  West, a distance of 106.08 feet to a point;
13. Thence  $02^{\circ} 40' 05''$  West, a distance of 48.36 feet to a point;
14. Thence South  $16^{\circ} 32' 11''$  East, a distance of 94.42 feet to a point;
15. Thence South  $15^{\circ} 53' 10''$  East, a distance of 67.36 feet to a point;
16. Thence South  $39^{\circ} 17' 50''$  East, a distance of 73.38 feet to a point;
17. Thence South  $50^{\circ} 37' 45''$  East, a distance of 53.58 feet to a point;
18. Thence South  $68^{\circ} 00' 00''$  West, a distance of 530.80 feet to the easterly right of way line of Meigs Street;
19. Thence North  $21^{\circ} 51' 00''$  West, along the easterly right of way line of Meigs Street, a distance of 585.44 feet to the place of beginning and containing 32.90 acres of land, be the same more or less, but subject to all legal highways.

PPN: 56-01377.000

PPN: 56-01377.001

PPN: 56-01377.002

PPN: 56-01377.003

PPN: 56-61377.000

PPN: 56-61377.001

PPN: 56-61377.501

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

**ORT Form 4690 B II 8-1-16**

Schedule B II

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

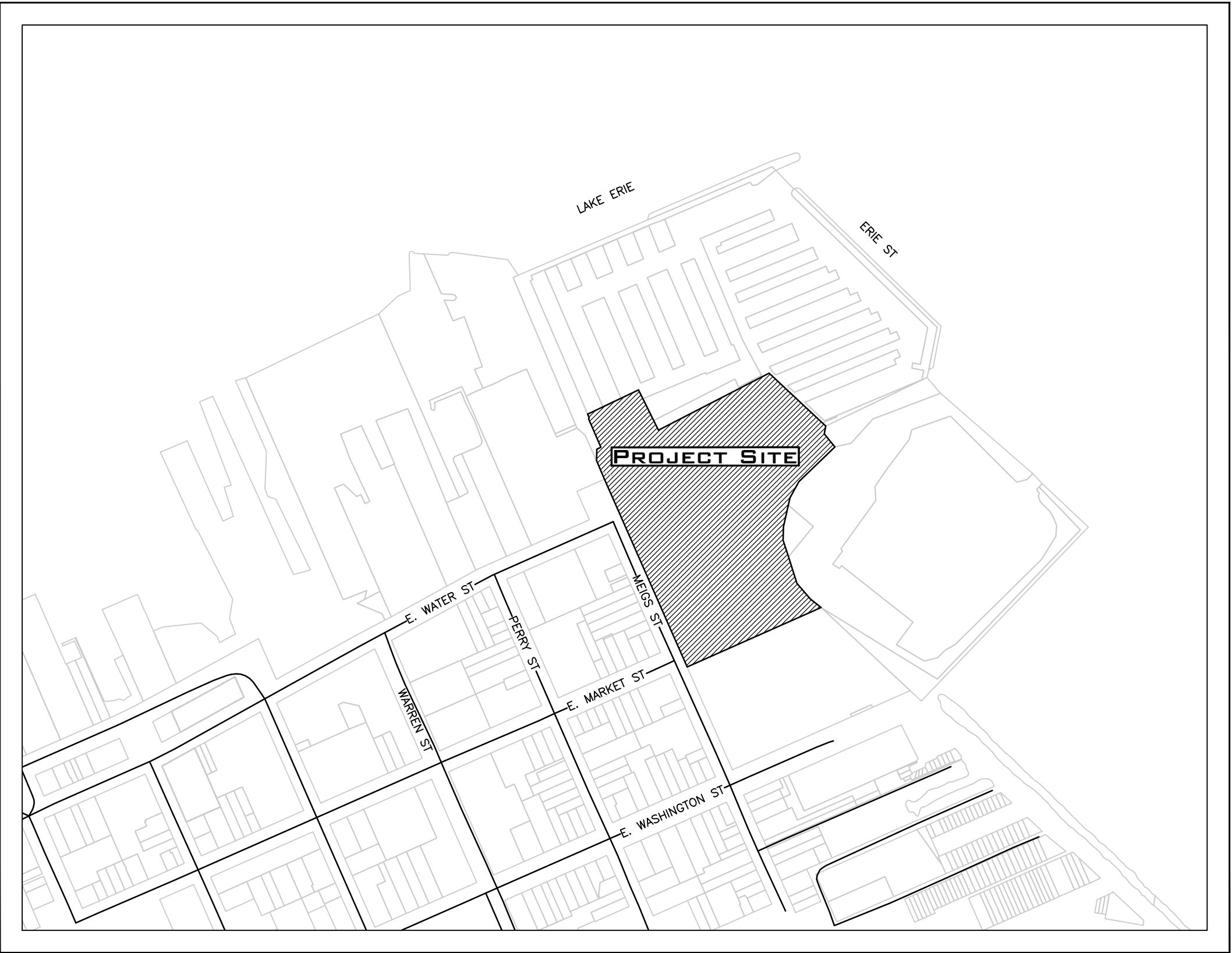
Exhibit "B"

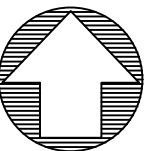
# IMPROVEMENT PLANS FOR BATTERY PARK

THE CITY OF SANDUSKY, COUNTY OF  
ERIE AND STATE OF OHIO

INDEX TO DRAWINGS

TITLE PAGE	C1.01
OVERALL PLAN	C2.01
EXISTING CONDITIONS	C2.02
SITE PLAN	C3.01
UTILITY PLAN	C4.01



  
**VICINITY MAP**  
SCALE: 1" = 400'

DAVID PIETRANTONE P.E. #61756                      DATE

**PREPARED FOR:**  
MARDUS DEVELOPMENT GROUP  
38025 SECOND STREET - SUITE 102  
WILLOUGHBY OHIO 44094  
PHONE 440-391-5339

Preliminary  
Not for Construction

**RIVERSTONE**

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CLEVELAND, OHIO 44114  
PHONE: (216) 491-9640  
WWW.RIVERSTONESURVEY.COM

2021-258

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BATTERY PARK

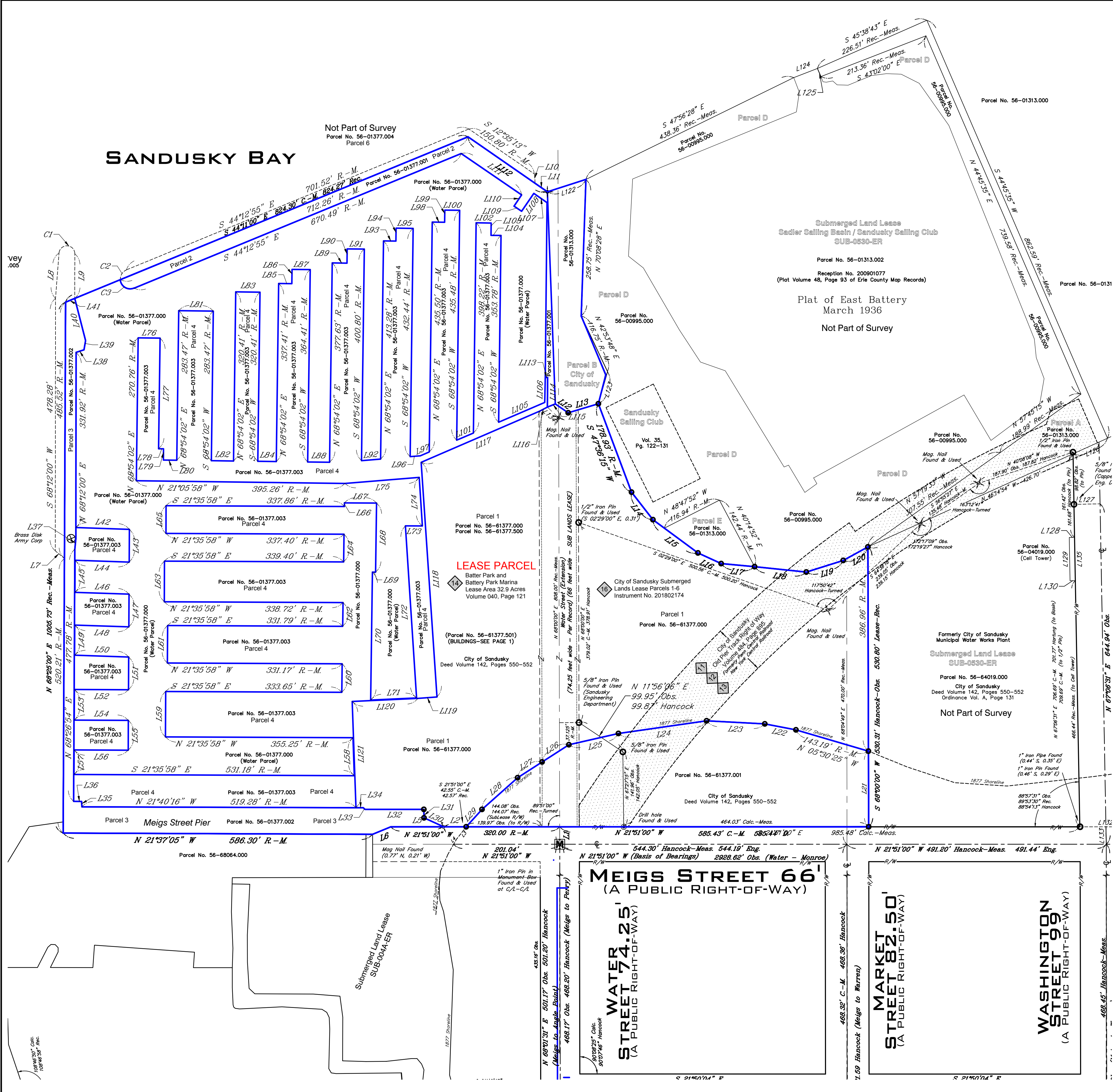
SANDUSKY, OHIO

TITLE PAGE



C1.01





Line Table		
Line #	Length	Bearing
L1	33.00'	N 68° 00' 00" E
L2	42.55'	S 21° 51' 00" E
L3	30.08'	S 73° 45' 46" E
L4	10.72'	S 82° 13' 53" E
L5	100.38'	S 21° 51' 00" E
L6	37.31'	S 44° 11' 10" E
L7	22.52'	S 17° 50' 12" W
L8	86.25'	S 72° 33' 20" W
L9	84.69'	N 68° 12' 00" E
L10	17.65'	S 64° 15' 08" W
L11	28.35'	S 12° 53' 08" W
L12	29.71'	S 12° 26' 10" W
L13	59.60'	S 38° 31' 10" E
L14	66.10'	S 30° 16' 30" W
L15	106.08'	S 14° 32' 30" W
L16	48.36'	S 02° 40' 05" W
L17	63.49'	S 16° 32' 11" E
L18	98.53'	S 15° 63' 10" E
L19	73.38'	S 39° 17' 50" E
L20	53.35'	S 50° 37' 45" E

Line Table		
Line #	Length	Bearing
L21	143.35'	N 68° 00' 00" E
L22	60.08'	N 10° 53' 21" W
L23	110.42'	N 18° 52' 30" W
L24	168.84'	N 30° 01' 35" W
L25	96.08'	N 34° 37' 38" W
L26	60.53'	N 54° 37' 18" W
L27	55.04'	N 54° 37' 18" W
L28	90.31'	N 63° 28' 06" W
L29	44.57'	N 69° 38' 52" W
L30	41.05'	N 02° 46' 56" E
L31	15.90'	N 66° 33' 44" E
L32	111.38'	N 21° 51' 00" W
L33	4.62'	N 22° 13' 12" E
L34	13.90'	N 21° 40' 18" W
L35	10.20'	N 65° 23' 08" E
L36	15.32'	N 20° 51' 40" W
L37	21.02'	N 73° 35' 33" E
L38	15.79'	S 39° 43' 28" E
L39	17.72'	N 78° 11' 27" E
L40	82.50'	N 53° 44' 15" E

Line Table		
Line #	Length	Bearing
L41	18.73'	N 44° 11' 00" W
L42	101.33'	S 19° 57' 04" E
L43	62.00'	S 68° 26' 54" W
L44	102.54'	N 19° 57' 04" W
L45	60.79'	S 68° 26' 54" W
L46	102.54'	S 19° 57' 04" E
L47	62.00'	S 68° 26' 54" W
L48	102.54'	N 19° 57' 04" W
L49	57.05'	N 68° 26' 54" E
L50	102.54'	S 19° 57' 04" E
L51	62.00'	S 68° 26' 54" W
L52	102.50'	N 21° 35' 58" W
L53	58.03'	S 68° 26' 54" W
L54	102.50'	S 21° 35' 58" E
L55	56.50'	S 68° 26' 54" W
L56	102.50'	N 21° 35' 58" W
L57	46.50'	S 68° 26' 54" W
L58	72.05'	N 68° 07' 08" E
L59	86.00'	N 68° 26' 54" E
L60	54.00'	N 68° 57' 02" E

Line Table		
Line #	Length	Bearing
L61	71.00'	N 68° 26' 54" E
L62	45.00'	N 68° 57' 02" E
L63	77.00'	N 68° 26' 54" E
L64	52.50'	N 68° 57' 02" E
L65	52.50'	N 68° 26' 54" E
L66	6.78'	N 68° 57' 02" E
L67	60.89'	S 21° 35' 58" E
L68	130.99'	S 68° 57' 02" W
L69	6.00'	N 21° 35' 58" W
L70	242.31'	S 68° 57' 02" W
L71	87.05'	S 24° 30' 25" E
L72	326.82'	N 64° 26' 44" E
L73	32.08'	S 21° 35' 58" E
L74	92.25'	N 64° 26' 44" E
L75	141.27'	N 28° 33' 53" W
L76	41.44'	S 21° 05' 58" E
L77	209.63'	S 68° 54' 02" W
L78	9.35'	S 21° 05' 58" E
L79	21.31'	S 68° 54' 02" W
L80	25.41'	S 21° 05' 58" E

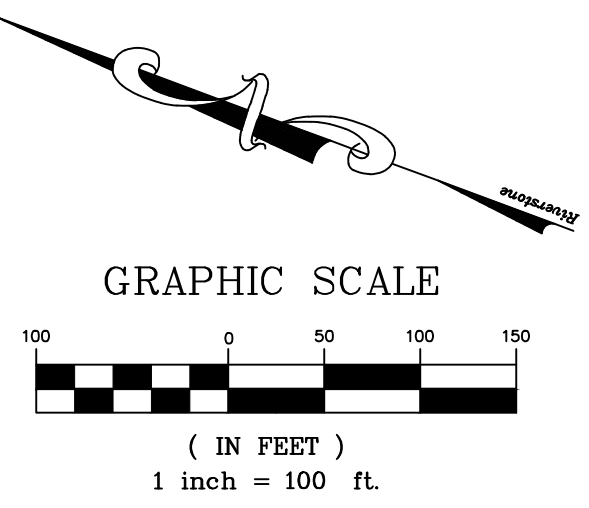
Line Table		
Line #	Length	Bearing
L81	65.50'	S 21° 05' 58" E
L82	42.00'	S 21° 05' 58" E
L83	46.00'	S 21° 05' 58" E
L84	35.00'	S 21° 05' 58" E
L85	25.00'	S 21° 05' 58" E
L86	27.00'	N 68° 54' 02" E
L87	34.50'	S 21° 05' 58" E
L88	41.50'	S 21° 05' 58" E
L89	28.00'	S 21° 05' 58" E
L90	27.00'	N 68° 54' 02" E
L91	32.50'	S 21° 05' 58" E
L92	36.32'	S 26° 33' 53" E
L93	23.50'	S 21° 05' 58" E
L94	24.50'	N 68° 54' 02" E
L95	32.33'	S 21° 05' 58" E
L96	19.22'	S 26° 33' 53" E
L97	18.48'	S 45° 03' 59" E
L98	23.50'	S 21° 05' 58" E
L99	23.00'	N 68° 54' 02" E
L100	28.30'	S 21° 05' 58" E

Line Table		
Line #	Length	Bearing
L101	34.40'	S 45° 03' 59" E
L102	28.50'	S 21° 05' 58" E
L103	23.33'	S 68° 54' 02" W
L104	19.00'	S 21° 05' 58" E
L105	95.11'	S 45° 03' 59" E
L106	47.40'	N 68° 27' 00" E
L107	30.58'	S 13° 04' 40" W
L108	40.90'	S 77° 30' 07" E
L109	17.32'	S 11° 53' 28" W
L110	25.68'	N 78° 03' 25" W
L111	138.66'	S 12° 35' 13" W
L112	182.93'	N 12° 52' 00" E
L113	4.42'	S 18° 42' 27" E
L114	56.08'	S 68° 43' 12" W
L115	16.21'	S 43° 37' 51" E
L116	15.58'	S 49° 43' 43" E
L117	245.35'	S 45° 12' 15" E
L118	445.57'	N 64° 17' 43" E
L119	35.90'	S 26° 06' 10" E
L120	125.00'	S 24° 30' 25" E

Line Table		
Line #	Length	Bearing
L121	201.40'	N 68° 07' 08" E
L122	76.74'	N 39° 40' 54" W
L123	63.21'	N 84° 01' 28" E
L124	48.09'	S 42° 55' 50" E
L125	16.82'	N 44° 21' 17" E
L126	71.80'	N 46° 14' 54" W
L127	49.50'	S 22° 53' 29" E
L128	10.00'	N 22° 53' 29" W
L129	62.00'	N 67° 06' 31" E
L130	10.00'	N 22° 53' 29" W

Line Table		
Line #	Length	Bearing
L131	49.51'	S 21° 51' 00" E
L132	49.51'	S 21° 51' 00" E
L133	33.01'	N 67° 06' 31" E
L134	29.35'	N 21° 22' 19" E
L135	82.00'	N 67° 06' 31" E

Curve Table					
Curve #	Length	Radius	Tan	Delta	Bearing
C1	45.78'	15.00'	335.16'	174° 52' 30"	N 19° 18' 00" W
C2	23.37'	18.75'	13.48'	071° 25' 38"	N 79° 55' 39" W
C3	35.53'	18.75'	26.09'	108° 35' 01"	S 10° 04' 21" W



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**RIVERSTONE**  
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3800 LAKEVIEW AVENUE - SUITE 100  
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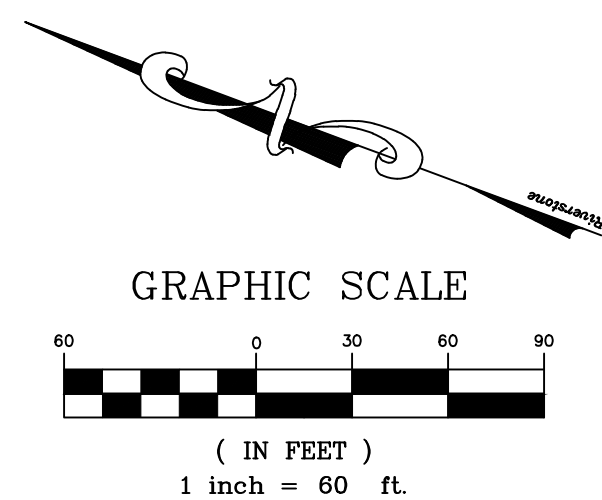
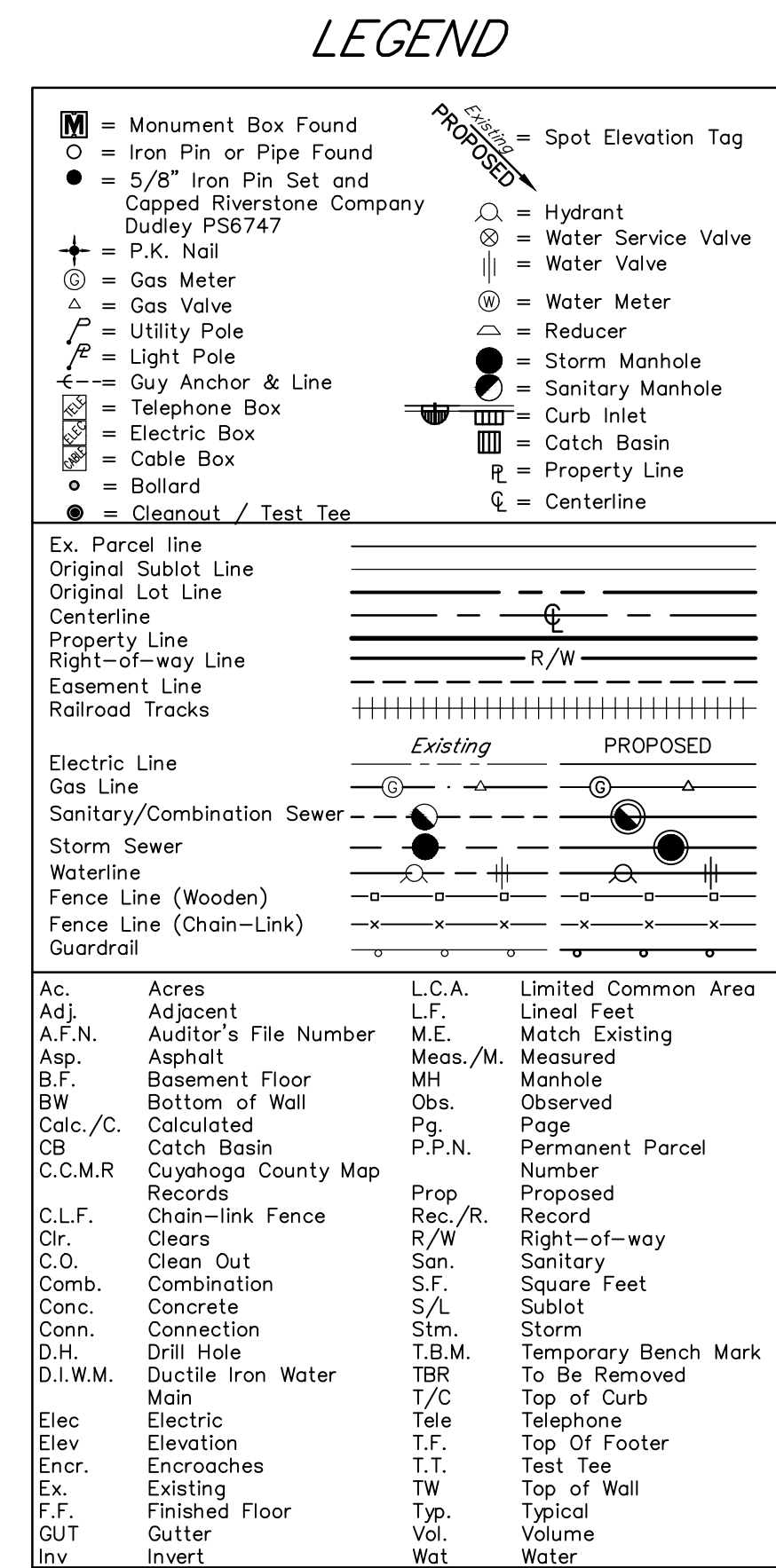
BATTERY PARK  
SANDUSKY, OHIO  
OVERALL PLAN

Ohio Utilities Protection Service  
**Call 811**  
before you dig

OGPUPS  
Ohio Oil & Gas Producers Underground Protection Service  
Call (614) 752-2884 or 811

C2.01





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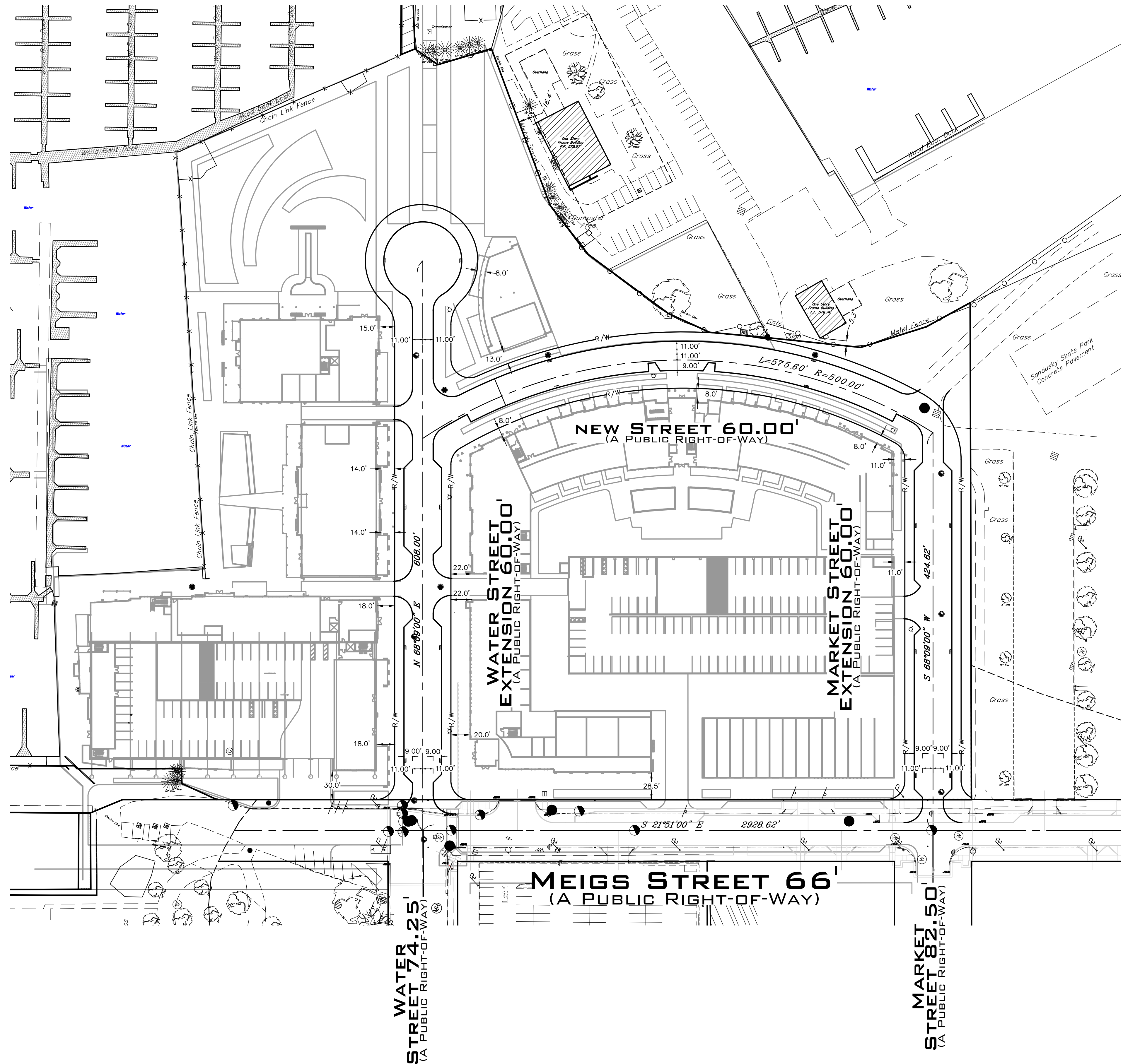
BATTERY PARK  
SANDUSKY, OHIO  
EXISTING CONDITIONS

Ohio Utilities Protection Service  
**Call 811**  
before you dig

**OGPUPS**   
Ohio Oil & Gas Producers Underground Protection Service  
Call (614) 715-2984 or 811

C2.02





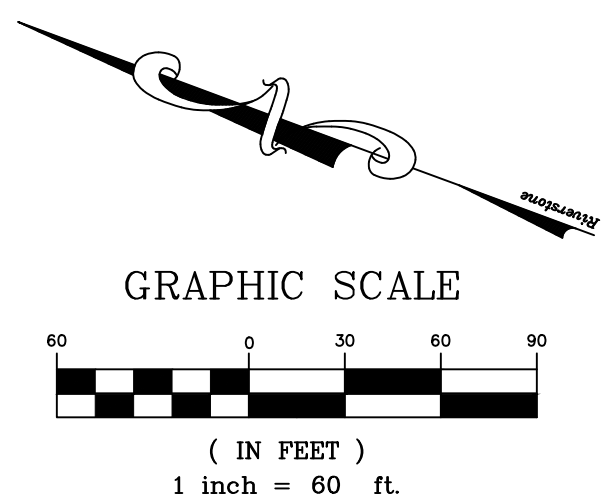
**LEGEND**

= Monument Box Found	= Spot Elevation Tag
= Iron Pin or Pipe Found	= Hydrant
= 5/8" Iron Pin Set and Capped Riverstone Company Dudley P56747	= Water Service Valve
= P.K. Nail	= Water Valve
= Gas Meter	= Water Meter
= Gas Valve	= Reducer
= Utility Pole	= Storm Manhole
= Light Pole	= Sanitary Manhole
= Guy Anchor & Line	= Curb Inlet
= Telephone Box	= Catch Basin
= Electric Box	= Property Line
= Cable Box	= Centerline
= Bollard	
= Cleanup / Test Tee	

Ex. Parcel line  
Original Sublot Line  
Original Lot Line  
Centerline  
Property Line  
Right-of-way Line  
Easement Line  
Railroad Tracks

Electric Line  
Gas Line  
Sanitary/Combination Sewer  
Storm Sewer  
Waterline  
Fence Line (Wooden)  
Fence Line (Chain-Link)  
Guardrail

Ac.	Acres	L.C.A.	Limited Common Area
Adj.	Adjacent	L.F.	Lineal Feet
A.F.N.	Auditor's File Number	M.E.	Match Existing
Asp.	Asphalt	Meas./M.	Measured
B.F.	Basement Floor	Mh	Manhole
BW	Bottom of Wall	Obs.	Observed
Calc./C.	Calculated	Pg.	Page
CB	Catch Basin	P.P.N.	Permanent Parcel
C.C.M.R	Cuyahoga County Map Number	Prop	Proposed
C.L.F.	Chain-link Fence	Rec./R.	Record
Clr.	Clears	R/W	Right-of-way
C.O.	Clean Out	San.	Sanitary
Comb.	Combination	S.F.	Square Feet
Conc.	Concrete	S/L	Sublot
Conn.	Connection	Stm.	Storm
D.H.	Drill Hole	T.B.M.	Temporary Bench Mark
D.I.W.M.	Ductile Iron Water Main	TBR	To Be Removed
Elec	Electric	T/C	Top of Curb
Elev	Elevation	Tele	Telephone
Enor.	Encroaches	T.F.	Top Of Footer
Ex.	Existing	T.T.	Test Tee
F.F.	Finished Floor	TW	Top of Wall
GUT	Gutter	Typ.	Typical
Inv	Invert	Vol.	Volume
		Wat	Water



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**BATTERY PARK**  
**SANDUSKY, OHIO**  
**SITE PLAN**





























OGUPS  
Ohio Oil & Gas Producers Underground Protection Service  
Call (814) 715-2884 or 811

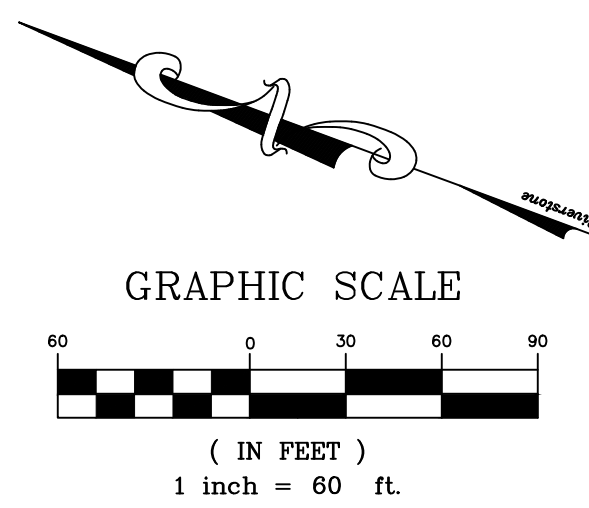
**C3.01**





*LEGEND*

	Monument Box Found		Spot Elevation Tag
	Iron Pin or Pipe Found		Hydrant
	5/8" Iron Pin Set and Capped Riverstone Company Dudley PS6747		Water Service Valve
	P.K. Nail		Water Valve
	Gas Meter		Water Meter
	Gas Valve		Reducer
	Utility Pole		Storm Manhole
	Light Pole		Sanitary Manhole
	Guy Anchor & Line		Curb Inlet
	Telephone Box		Catch Basin
	Electric Box		Property Line
	Cable Box		Centerline
	Bollard		
	Cleanout / Test Tee		
<p>Ex. Parcel line  Original Sublot Line  Original Lot Line  Centerline  Property Line  Right-of-way Line  Easement Line  Railroad Tracks</p>			
<p>Electric Line  Gas Line  Sanitary/Combination Sewer  Storm Sewer  Waterline  Fence Line (Wooden)  Fence Line (Chain-Link)  Guardrail</p>			
<p>Existing PROPOSED</p>			
<p>Ac. Acres L.C.A. Limited Common Area</p>			
Adj. Adjacent	Adj. Adjacent	L.F. Linear Feet	
A.F.N. Auditor's File Number	A.F.N. Auditor's File Number	M.E. Match Existing	
Asp. Asphalt	Asp. Asphalt	M.E.S./M. Measured	
B.F. Basement Floor	B.F. Basement Floor	MH Manhole	
B.W. Bottom of Wall	B.W. Bottom of Wall	Obs. Observed	
Calc./C. Calculated	Calc./C. Calculated	Pg. Page	
C.B. Catch Basin	C.B. Catch Basin	P.P.N. Permanent Parcel	
C.C.M.R. Cuyahoga County Map	C.C.M.R. Cuyahoga County Map	Prop. Number	
		Records Proposed	
C.L.F. Chain-link Fence	C.L.F. Chain-link Fence	Rec./R. Record	
Cl. Clears	Cl. Clears	R/W Right-of-way	
Cl. Clean Out	Cl. Clean Out	S.N. Sanitary	
Comb. Combination	Comb. Combination	S.F. Square Feet	
Conc. Concrete	Conc. Concrete	S/L Sublot	
Conn. Connection	Conn. Connection	Stm. Storm	
C.H. Chain Hole	C.H. Chain Hole	T.B.M. Temporary Bench Mark	
D.I.W.M. Ductile Iron Water	D.I.W.M. Ductile Iron Water	TBR To Be Removed	
Main Main	Main Main	T/C Top of Curb	
Elec. Electric	Elec. Electric	Tele. Telephone	
Elev. Elevation	Elev. Elevation	T.F. Top Of Footer	
Enr. Encroaches	Enr. Encroaches	T.T. Test Tee	
Ex. Existing	Ex. Existing	TW Top of Wall	
F.U.T. Finished Floor	F.U.T. Finished Floor	Typ. Typical	
GUT. Gutter	GUT. Gutter	Vol. Volume	
Inv. Invert	Inv. Invert	Wat. Water	



Preliminary  
Not for  
Construction

**RIVERSTONE**  
LAND SURVEYING - ENGINEERING - DESIGN  
3800 LAKESIDE AVENUE - SUITE 100  
CHICAGO, ILLINOIS 60649  
PHONE: (312) 491-2000 FAX: (312) 491-9640  
[WWW.RIVERSTONESURVEY.COM](http://WWW.RIVERSTONESURVEY.COM)

2021-258

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10/26/2022

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# BATTERY PARK

## SANDUSKY, OHIO

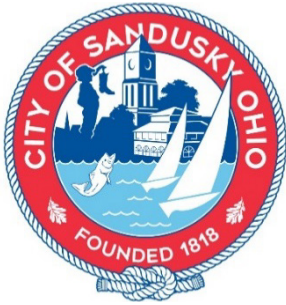
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### UTILITY PLAN

Ohio Utilities Protection Service  
**Call 811**  
before you dig

**OGPUPS**   
Ohio Oil & Gas Producers Underground Protection Servi  
Call (614) 715-2984 or 811

# C4.01



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5832  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** John Orzech, Interim City Manager

**From:** Colleen Gilson, Interim Community Development Director/Interim Asst City Manager

**Date:** April 11, 2023

**Subject:** Commission Agenda Item –Battery Park Sandusky LLC Development Agreement

**Items for Consideration:** Legislation authorizing the execution of a Development Agreement with Battery Park Sandusky LLC to support the mixed-use development at 701 E. Water St. (parcels 56-61377.000, 56-61377.001, 56-61377.501, 56-01377.001, 56-01377.002, 56-01377.003, 56-01377.000).

**Background Information:** Battery Park has long been considered a transformational development site for the City of Sandusky. This is most recently documented in a 2007 Marina District Plan, multiple conceptual site diagrams in the 2018 Bicentennial Comprehensive Plan, 2017 East Waterfront Vision Plan, and 2021 Downtown Master Plan. All the concepts include mixed use development that celebrates the bayfront location, walkable and connected street grid, public access to the water's edge, and public park space.

The parcels of the site area are currently a mix of marina use, piers and break walls, park space, and surface parking. The marina includes restaurant, guest services, and private outdoor space. The site is approximately 12.10 acres of land area, with a total area of 32.90 acres including the water within the marina. There is approximately 6.5 acres of parking (54%, approximately 650 spaces), 0.5 acres of marina use (4%), and 5.1 acres of park / greenspace (42%).

The developer, Battery Park Sandusky LLC – a real estate development company owned by Marous Brothers Construction - have presented a comprehensive preliminary development plan for the site that includes:

- Public open space (9.17 acres) with public amenities and expanded access to the water
- Public parking structures including 964 spaces, and +/-48 on-street public parking spaces
- Extension of two public streets (Water Street and Market Street) and new public street
- Sandusky Harbor Drive with broad sidewalks and landscape
- Development within three primary structures:
  - Residential mix of 68 condominiums and 172 apartments
  - Hotel 120-130 keys
  - First floor retail space total gross square footage of 57,767
  - Marina with +/- 530 boat slips

The proposed redevelopment is expected to create a significant positive economic impact, including creating new jobs and attracting new residents and visitors which will result in increased property and income revenue for the city. The total construction costs including labor are expected to be \$189.7M. The project's projected job creation for construction is 675 FTE, with 1.4M in labor hours and expected \$63.2M in labor dollars. Fully activated, the development is project to create 304 FTE jobs with \$16.3M in annual wages. The City seeks to

support the development project through the creation of a Tax Increment Financing (TIF) district pursuant to Ohio Revised Code Section 5709.41.

**Budgetary Information:** This agreement commits the City to expend no less than \$1,000,000 on upgrading the Sandusky Bay Pavilion public park, the expenditure of which will be subject to future City Commission approval. ~~does not obligate the City to any additional funding outside of the TIF agreed upon with the Sandusky City School. Any contemplation of other financial commitments in the agreement are either to City Property (Sandusky Bay Pavilion), already existing city obligations under the ground lease (Breakwalls), or completely at the discretion of the City (Trolley and Water Taxi) and will be brought back to City Commission for approval.~~

**Action Request:** It is requested that proper legislation be prepared authoring the execution of a Development Agreement with Battery Park LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to maintain the current development schedule to ensure the project is completed in a timely manner and provide the local support necessary to secure grant funding and financing.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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Colleen Gilson  
Interim Community Development Director  
Interim Assistant City Manager

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



**FINANCE DIRECTOR'S CERTIFICATE**

The undersigned, Finance Director of the City of Sandusky, Ohio (the "City") under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2023 under the foregoing Agreement (\$0.00) have been appropriated lawfully for that purpose, and is 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 O.R.C. Sections 5705.41 and 5705.44.

Dated: April 19, 2023

  
\_\_\_\_\_  
[Michelle Reeder], Finance Director  
City of Sandusky, Ohio

[CITY FINANCE DIRECTOR CERTIFICATE TO DEVELOPMENT AGREEMENT]

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

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH BATTERY PARK SANDUSKY LLC RELATING TO THE MIXED-USE DEVELOPMENT OF THE BATTERY PARK PROPERTY LOCATED AT 701 E. WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City owns the property commonly known as Battery Park and Battery Park Marina and leased the property to Sandusky Bay Development Company, Ltd. from 1985 until 2020; and

**WHEREAS**, the Lease Agreement, which was assigned to Sandusky Bay Investment Company, Ltd., was amended by Addendum dated February 25, 1991, and further amended by Addendum to Lease Agreement dated March 11, 1997; and

**WHEREAS**, Sandusky Bay Investment Company, Ltd. and Marous Development Group, LLC entered into a Real Estate & Business Asset Purchase Agreement, which Marous Development Group, LLC later assigned to Battery Park Sandusky, LLC, for the transfer of the marina and business assets to Battery Park Sandusky, LLC; and

**WHEREAS**, the City Commission approved a Consent Agreement to Assignment, approving the Assignment and Assumption of Lease Agreement between Sandusky Bay Investment Company, Ltd. and Battery Park Sandusky, LLC by Ordinance No. 20-125, passed on August 24, 2020; and

**WHEREAS**, Battery Park Sandusky LLC proposes to build in one or more phases a mixed-use development that will include approximately 172+/- market-rate apartments, which some or all may be converted to condominiums in the future, 66,100+/- square feet of restaurant, retail and commercial spaces, two (2) public parking garages containing 964+/- parking spaces, 68+/- for-sale loft-style condominium units, a nationally-branded or boutique hotel, enhanced public gathering and public and/or open spaces, and new easterly street extensions of Water and E. Market Streets, along with a new crescent-shaped connector street between Water & E. Market at the far east end, with sidewalks, driveways, crosswalks, access ways and utility connections; and

**WHEREAS**, the City has determined that it is in the best interest of the City to enter into Development Agreement supporting the project as the City will receive equivalent economic and non-economic benefits from the development project including creating a significant number of new jobs, stimulating economic growth in the downtown and greater Sandusky area, and enabling the property to achieve its highest and best use, for the benefit of the Sandusky community; 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 maintain the current development schedule to ensure the project is completed in a timely manner and provide the local support necessary to secure grant funding and financing; 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. That the Development Agreement, substantially in the form attached hereto as Exhibit "1", which Development Agreement specifies, among other things, that (A) the plans for the Project be prepared and submitted to the City for approval in accordance with all customary City requirements, and (B) the Developer obtain all building permits, zoning approvals, and other governmental approvals required for the Project, is hereby authorized and approved, together with such revisions or additions thereto as approved by the City Manager and Law Director as are consistent with the objectives and requirements of this Ordinance and not otherwise materially adverse to the City. The City Manager, for and in the name of the City, with the approval of the Law Director, is hereby authorized to execute the Development Agreement and any amendments thereto deemed by the City Manager to be necessary. The approval of changes or amendments by the City Manager and the character of the changes or amendments as not being inconsistent with this Ordinance and not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof by the City Manager, with the approval of the Law Director.

Section 2. The City Manager, Finance Director, Law Director, or any other officials of the City, as appropriate, are authorized and directed to sign any other documents, instruments or certificates and take such actions as are necessary or appropriate to consummate or implement the actions described in or contemplated by this Ordinance.

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

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City'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: April 24, 2023

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) dated \_\_\_\_\_, 2023, by and between the **CITY OF SANDUSKY, OHIO** (the “City”), a municipal corporation organized under the laws of the State of Ohio and its Charter, and **BATTERY PARK SANDUSKY LLC** (the “Developer”), an Ohio limited liability company. The City and the Developer and any Owner (as defined herein) are referred to collectively herein as the “Parties” and each individually a “Party”.

### **RECITALS:**

**WHEREAS**, this Agreement’s purpose serves to set forth the City’s and Developer’s respective and collaborative development and financial objectives, initiatives and commitments related to the proposed development described herein of the Development Site (hereinafter defined), and is adopted pursuant to Ordinance No. 2023-[ ] (the “Development Agreement Ordinance”); and

**WHEREAS**, the City owns or leases from the Ohio Department of Natural Resources (“ODNR”) under the Submerged Land Lease (hereinafter defined), various parcels of land and water commonly known as the Battery Park Marina site, located east of the easterly right-of-way of Meigs Street and north of the existing City police station and municipal court property in the City, shown as “Parcel A” on Exhibit A (Plan of Survey) attached hereto and made a part hereof (the “Development Site”); and

**WHEREAS**, the City entered into a ground lease dated February 6, 1985, as amended from time to time with the City, as landlord, with the Sandusky Bay Investment Company, Ltd. (the “Original Ground Lessee”), and consented to the assignment of the ground lease by the Original Ground Lessee to Developer by an Assignment and Assumption of Lease Agreement, recorded on December 4, 2020, as Instrument No. 202011500 (collectively known as the “Ground Lease”), which such Ground Lease sets forth Developer’s development and other rights related to the Development Site; and

**WHEREAS**, the City has determined that it is in the best interest of the City to enter into negotiations to extend and modify the terms of the Ground Lease of the Development Site to Developer because: (a) the City will receive equivalent economic and non-economic benefits from the hereinafter described new, catalytic and transformational development project that is anticipated to equal or exceed the value of the Development Site, and (b) the Project (as hereinafter defined) will create a significant number of new jobs, stimulate economic growth in the downtown and greater Sandusky area, and enable the Development Site to achieve its highest and best use, for the benefit of the community of the City; and

**WHEREAS**, Developer proposes to build in one or more phases a mixed-use development that shall, among other enhancements, include approximately (a) 172+/- market-rate apartments, which some or all may be converted to condominiums in the future, (b) 66,100+/- square feet of restaurant, retail and commercial spaces, (c) two public parking garages containing 964+/- parking spaces, (d) 68+/- for-sale loft-style condominium units, (e) a nationally-branded or boutique hotel, (f) enhanced public gathering and public and/or open spaces to be determined by separate written agreement between the City and the Developer; and (g) new easterly street extensions of Water and E. Market Streets, along with a new crescent-shaped connector street between Water & E. Market at the far east end, all sidewalks, driveways, crosswalks, access ways and utility connections, all as further outlined below and as depicted and described on Exhibit B (Developer Concept Plans dated October 26, 2022, and referred to herein as the “Project Plans”) attached hereto and made a part hereof (all of the foregoing being referred to herein collectively as the “Project”)<sup>1</sup>;

(i) The City will retain ownership of all city-owned portions of the Development Site;

(ii) Subject to approval by the State of Ohio Department of Natural Resources, Developer and City will enter into an Amended and Restated Ground Lease to, among other things, extend the term of the lease of the Development Site from the City to the Developer for a period of 99 years; and

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<sup>1</sup> The ultimate end uses of the Project may change depending upon market conditions and market demand.  
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(iii) Developer may with City approval in the City's discretion lease or acquire certain additional City property in the vicinity of the Development Site which, if leased or acquired by Developer, will be incorporated into the Development Site; and

(iv) The Developer will condominiumize the various uses on the Development Site.

**WHEREAS**, Developer and the City propose to collaboratively create a signature destination district on the Development Site that serves as an attraction to the City and potentially as a link between the City and Cedar Point. The City and Developer agree that the development of the Development Site shall be completed in a manner which, at a minimum:

- (i) Creates a transformational, vibrant, pedestrian-friendly commercial and residential district that dovetails with the architecture and aesthetics of Sandusky's Coastal lifestyle;
- (ii) Provides enhanced waterfront access to all Sandusky citizens;
- (iii) Incorporates and enhances the uses of the existing Battery Park and the Water Street and Meigs Street piers, creates enhanced green spaces, and supports and encourages public improvements of the adjacent public Sandusky Bay Pavilion Park;
- (iv) Establishes attraction for the eastward expansion of the Downtown Sandusky commercial and residential uses, catalyzing infill development;
- (v) Complements existing neighborhood businesses and serves as a destination for the region and a Downtown Sandusky gateway to the Lake Erie Shores & Islands;
- (vi) Creates significant positive economic and fiscal benefits for the adjacent neighborhoods, Sandusky City Schools, at-large community and the City; and
- (vii) Effectively incorporates community feedback into the design; and

**WHEREAS**, to accomplish this transformational and catalytic Development, the City shall assign revenue from an existing tax increment financing district (the "40 TIF") with respect to the Development Site or implement a program of tax increment financing as further described in this Agreement with respect to certain parcels of the Development Site pursuant to which the City grants one or more exemptions from real property taxation for the increase in assessed valuation of each parcel of real property within the Development Site; and

**WHEREAS**, pursuant to the terms hereof, and subject to Developer's securing of approval by the Sandusky City School District for the same as described in Section 2.1, the City intends that it will, among other actions: (i) enter into an Amended and Restated Ground Lease with the Developer that sets forth an extension of the Developer's rights related to the Development Site for a period of 99 years; (ii) declare the increase in assessed valuation of each parcel of real property located within the Development Site (being all of parcels 56-01377.00, 56-01377.001, 56-01377.002, 56-01377.003, 56-61377.501, 56-61377.000, 56-61377.001, which may be consolidated and/or split depending upon the use of the Property (collectively, the "TIF Improvements") to be a public purpose in accordance with O.R.C. Sections 5709.41, 5709.42 and 5709.43 (together with related provisions of the O.R.C., the "TIF Act"); (iii) declare the TIF Improvements to be a public purpose in accordance with O.R.C. Sections 5709.40, 5709.42 and 5709.43; (iv) declare that \_\_\_\_\_ percent (\_\_\_%) of the TIF Improvements will be exempt from real property taxation for a period of thirty (30) years pursuant to the TIF Act (the "TIF Exemption"); (v) provide for the payment by any Owners of annual service payments in lieu of taxes as an obligation running with the land with respect to the real property located within the Development Site owned by any Owners in an amount equal to the real property taxes that would have been paid on the TIF Improvements had the TIF Exemptions not been granted pursuant to the TIF Act (the "TIF Service Payments" or the "Service Payments"); (vi) designate certain costs of public infrastructure improvements (collectively, the "Authorized Improvements") described in Exhibit D attached hereto and incorporated herein by this reference, that will benefit the Development Site; and (vii)

provide for the Crescent Condo Owners to receive a 10 year tax abatement effective upon the date ownership is transferred to the Crescent Condo Owner.

**WHEREAS**, the City has established a Designated Outdoor Refreshment Area (“DORA”), that encompasses the Development Site; and

**WHEREAS**, the City intends by separate legislation, and upon receipt of a petition filed by the Developer, to establish the Battery Park New Community Authority as a New Community Authority under Ohio Revised Code Chapter 349 involving a district within the Development Site.

**NOW THEREFORE**, in consideration of the foregoing premises and the promises and mutual covenants contained herein, the Parties covenant and agree as follows:

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EXHIBIT "1"



## ARTICLE I

### DEFINITIONS

Section 1.1. Definitions. Unless otherwise defined herein, words and terms used in this Agreement with initial capital letters defined in this section shall have the meanings set forth in this Section 1.1.

“Agreement” means this Agreement dated \_\_\_\_\_, 2023, by and between the City and the Developer, as duly amended or supplemented from time to time in accordance with its terms.

“Authorized City Representative” means the City Manager of the City or the person acting by law in such capacity; provided, that the City may from time to time provide a written certificate to the Developer designating an alternate or alternates who shall have the same authority, duties, and powers as the initial Authorized City Representative.

“Authorized Developer Representative” means initially Adelbert P. Marous, Jr. provided, that the Developer may from time to time provide a written certificate to the City designating an alternate or alternates who shall have the same authority, duties and powers as the initial Authorized Developer Representative.

“Authorized Improvements Plan” means the preliminary site plan for the Authorized Improvements dated October 26, 2022 and on file with the City and the Developer, as the same may be revised or supplemented from time to time with the approval of the City and the Developer, including, without limitation, any working drawings and plans and specifications for the Authorized Improvements.

“Authorized Improvement Expenses” means the expenses incurred in connection with the construction of the Authorized Improvements, including expenses incurred by the Developer for such purposes, all in accordance with this Agreement.

“Authorized Improvements” means any real and/or personal property identified generally on Exhibit D attached hereto and referred to thereon and generally referring to improvements approved by the City, including but not limited to both Public Improvements and Private Improvements, as defined herein. For avoidance of doubt, the inclusion of any Private Improvements within a TIF shall be conditioned upon necessary changes to tax increment financing with respect to the Development Site, as described in Section 2.1.

“BPS Apartments” shall mean the apartments constructed and owned by an entity to be formed that is a subsidiary and/or under common control with the Developer, which are Private Improvements, as depicted on the Master Plan.

“BPS Hotel” shall mean the hotel, which is a Private Improvement, as depicted on the Master Plan.

“BPS Marina” shall mean the marina, marina service spaces, and docks constructed and owned by an entity to be formed that is a subsidiary and/or under common control with the Developer, which are Private Improvements, as depicted on the Master Plan.

“BPS North Condos” shall mean the Private Improvement of condos ultimately transferred and owned by individual condo unit owners as depicted on the Master Plan.

“BPS Retail” shall mean the commercial retail space constructed and owned by an entity to be formed that is a subsidiary and/or under common control with the Developer, which are Private Improvements, as depicted on the Master Plan.

“CED” means a “Community Entertainment District” as defined by O.R.C. Section 4301.80, and other related provisions of the O.R.C.

“CED No. 1” means the CED created by Sandusky City Commission through the passage of Ordinance No. 05-111 on June 27, 2005, and amended by Ordinance No. 10-109 passed October 12, 2010 and by Ordinance No. 15-078 passed on June 8, 2015.

“City” means the City of Sandusky, Ohio.

“City Commission” means the Commission of the City of Sandusky, Ohio.

“City Documents” means this Agreement, the Ground Lease, TIF Agreement, and the NCA Documents.

“City Ordinances” means the Development Agreement Ordinance, the Exemption Ordinance, and the ordinances identified or referred to in the foregoing recitals.

“Completion Date” means the date specified in a certificate given pursuant to Section 3.4 of this Agreement.

“County” means Erie County, Ohio.

“County Treasurer” means the County Treasurer of the County.

“Crescent Condo Owner(s)” means each individual owner of a residential Crescent Condo that is sold and transferred from the Developer.

“Developer” means Battery Park Sandusky LLC, an Ohio limited liability company, and its successors and assigns.

“Development Site” means the real estate described on Exhibit A attached hereto, together with any and all other property which may from time to time be added to or incorporated within the Development Site by separate written agreement between the City and the Developer.

“DORA” means the Designated Outdoor Refreshment Area including the Development Site and certain other portions of downtown Sandusky, Ohio, pursuant to City Ordinance No. 21-094.

“Event of Default” means an Event of Default under Section 7.1 of this Agreement.

“Excluded Liability” means each Liability (as defined in Section 4.8) to the extent it is attributable to (i) the willful misconduct of any Indemnified Party (as defined in Section 4.8) or the failure of any Indemnified Party including but not limited to the City and/or third party beneficiary of this Agreement to perform any obligation required to be performed by the Indemnified Party as a condition to being indemnified hereunder, including without limitation, the settlement of any Liability without the consent of the Developer, or, to the extent the Developer’s ability to defend a Liability is prejudiced materially, the failure of an Indemnified Party to give timely written notice to the Developer of the assertion of a Liability.

“Exemption Ordinance” means [ ].

“Expiration Date” means the earlier of December 31, 2035 or five (5) years after a Transformational Mixed-Use Development Credit being awarded to the Developer.

“Federal” means the federal government of the United States of America.

“Final Approval” means the issuance of substantially all material City approvals required for the proper and lawful commencement of the performance of any portion or component of the work contemplated in the Master Plan and the passage of each period during which an appeal or a referendum petition may be filed to contest or overturn any such approvals.

“Force Majeure” means acts of God; fires; epidemics; pandemics (excluding the COVID-19 pandemic); landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental

authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or any cause or event not reasonably within the control of the Developer or the City, as the case may be.

“Ground Lease” means that certain lease originally dated February 6, 1985, as amended from time to time from the City, as Landlord, to Sandusky Bay Investment Company, Ltd. (the “Original Ground Lessee”), and assigned by the Original Ground Lessee to Developer by an Assignment and Assumption of Lease Agreement, recorded on December 4, 2020 as Instrument No. 202011500, a Memorandum of Lease with respect to which is recorded at Volume \_\_\_\_\_, Page \_\_\_\_\_, in the real property records of Erie County, Ohio, together with any future modifications or amendments of the same.

“Indemnified Parties” means the City and any officials, employees, agents and representatives of the City, the NCA and its Board of Trustees, and their successors and assigns (and each, individually, the “Indemnified Party”).

“Liability” or “Liabilities” shall have the meaning set forth in Section 4.8.

“Master Plan” or “Project Plans” means Developer’s development plan for the redevelopment of the Development Site as submitted to the City on October 26, 2022, in connection with Developer’s application for PUD District approval in accordance with Section 1155.14 of the City’s Planning and Zoning Code, and attached hereto as Exhibit B.

“NCA” means the Battery Park New Community Authority established in accordance with the NCA Act.

“NCA Act” means O.R.C. Chapter 349, and other related provisions of the O.R.C.

“NCA Documents” means the Petition for Establishment of the Battery Park New Community Authority and any documents, Ordinances, and agreements related to the establishment, creation, and operation of the NCA.

“Notice Address” means:

(a) As to the City:

City of Sandusky, Ohio  
240 Columbus Avenue  
Sandusky, Ohio 44870  
Attention: City Manager

With a Copy To:

Bricker & Eckler LLP  
100 S. Third Street  
Columbus, Ohio 43215  
Attention: Rob McCarthy

(b) As to the Developer:

Battery Park Sandusky LLC  
c/o Marous Development Group  
38119 Stevens Boulevard  
Willoughby, Ohio 44094  
Attention: Adelbert P. Marous, Jr.

With a Copy To:

Sikora Law LLC  
737 Bolivar Road, Suite 270  
Cleveland, Ohio 44115  
Attention: Michael J. Sikora III, Esq.

or a different address as to which notice is given pursuant to this Agreement.

“O.R.C.” means Ohio Revised Code.

“Owner” or “Owners” means (i) the Developer, as the initial lessee of certain parcels of real property located within the Development Site; (ii) the Developer, its successors, and assigns as future owners of all or any portion of or interest in any of the real property located within the Development Site, including, without limitation, any such real property acquired by the Developer, its successors or assigns, after the execution of this Agreement; and (iii) any current or future owners of all or any portion of or interest in any of the real property located within the Development Site other than the Developer, including but not limited to the City and NCA, their successors and assigns, whether or not such current or future owners are or were at any time related parties with the Developer.

“Parking Improvements” means those Authorized Improvements consisting of surface parking, surface parking lots, parking structures, or other parking facilities, and any related improvements and appurtenances thereto. The City and Developer shall determine the cost of parking spaces within the Parking Improvements by separate agreement.

“Person” shall mean an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a joint venture, a trust, an unincorporated organization, or a government or any agency or political subdivision thereof.

“Private Improvements” means, collectively all of the improvements made to the Development Site that are not considered “Public Improvements”, including but not limited to the BPS North Condos, BPS South Apartments, BPS Retail, BPS North Apartments, BPS Marina, BPS Hotel, and those other Private Improvements listed on Exhibit D.

“Public Improvements” means the Parking Improvements, roads, parks, piers, traffic lights, sewer systems, wayfinding, public utilities, including but not limited to the Public Improvements listed on Exhibit D.

“PUD District” means the district including the Development Site for which Developer has filed for redevelopment approval in order to implement the Master Plan in accordance with Chapter 1155 of the City’s Planning and Zoning Code.

“Remediated” means, with respect to any real property, that all environmental hazards and hazardous materials affecting such property have been removed or contained in accordance with applicable law and to the satisfaction of all federal, State and local governmental authorities having jurisdiction over such removal or containment so that the affected property may be re-used and developed without imposing further environmental liability onto the owner, operator or occupant thereof.

“RFR” means the right and option of first refusal, pursuant to which the Developer has the pre-emptive right to acquire a ground leasehold interest and estate in and to any adjacent and surrounding property to the Development Site that the City may in its sole discretion determine is no longer needed for a public purpose and elect to dispose of during the term of the Ground Lease.

“Service Payments” shall have the meaning set forth in Section 2.2.

“State” means the State of Ohio.

“Submerged Land Lease” means that certain Submerged Land Lease SUB-0385-ER, originally dated as of December 21, 2017 from The Ohio Department of Natural Resources (“ODNR”), as landlord, to the City, as tenant, and recorded on March 16, 2018 as Instrument Number 201802174, together with any new or additional submerged land leases between ODNR, as

landlord, and the City, as lessee, demising property which may hereafter be added to or incorporated into the Development Site, as any of the same may be modified or amended.

“Term” means the period commencing with the execution of this Agreement and ending on the Expiration Date. Any exercise of the City’s termination rights shall occur with 180 days’ written notice from the City Manager.

“TIF Act” means O.R.C. Sections 5709.40 through 5709.43, O.R.C. Section 5709.83, and other related provisions of the O.R.C.

“TIF Agreement” means the Agreement to be entered between the City and Developer and satisfactory to the City establishing and/or describing the TIF Base Value, the TIF Exemption Period, the TIF Exemption, the TIF Fund, the TIF Improvements, and the TIF Service Payments. The TIF Agreement will describe the scope of funding of improvements from the TIF and the process for the same.

“TIF Base Value” shall mean the assessed value of the applicable parcels of real property within the Development Site as of the year in which the Exemption Ordinance is adopted as such base value may be adjusted by the Erie County Auditor as a result of improvements affecting such parcel or as otherwise adjusted by the Erie County Board of Revision and/or Ohio Board of Tax Appeals.

“TIF Exemption” means the tax increment financing exemption granted under the Exemption Ordinance pursuant to the TIF Act.

“TIF Exemption Period” means, for each parcel of real property located within the Development Site, the period commencing on the completion of the Project with respect to the applicable parcel (the “TIF Commencement Date”) and ending on the thirtieth (30th) anniversary of such date. The City will not pursue an increase in the value of the Development Site from the Effective Date of this Agreement until completion of the Development.

“TIF Fund” means the Battery Park Tax Increment Equivalent Fund established by the City with respect to the TIF Exemption pursuant to the Exemption Ordinance and in accordance with O.R.C. Section 5709.43.

“TIF Improvements” means the increase in assessed valuation of each parcel of real property located within the Development Site that appears on the tax list and duplicate of real and public utility property at any time after the effective date of the Exemption Ordinance were it not for the TIF Exemption.

“TIF Service Payments” means the service payments to be made in lieu of taxes by the Owner(s) with respect to the TIF Improvements on the Development Site, including, without limitation, all items identified as “Service Payments” in Section 2.2 hereof with respect to such TIF Improvements.

“Work” means the construction of the Authorized Improvements in accordance with this Agreement.

Section 1.2. Certain Words Used Herein; References. Any reference herein to the City, any members or officers thereof, or other public boards, commissions, departments, institutions, agencies, bodies or other entities, or members or officers thereof, includes without limitation, entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or performing their functions lawfully.

Any reference to a section or provision of the Constitution of the State, the TIF Act, a section, provision or chapter of the O.R.C., Federal or State laws includes without limitation, that section, provision or chapter, or those laws or regulations, as amended, modified, revised, supplemented or superseded from time to time.

Words of any gender include the correlative words of any other gender or identification. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The terms “hereof,” “herein,” “hereby,” “hereto” and “hereunder”, and similar terms, refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Agreement.

[END OF ARTICLE I]

# EXHIBIT "1"

## ARTICLE II

### EXEMPTIONS; OBLIGATIONS OF THE OWNERS; APPLICATION OF SERVICE PAYMENTS

Section 2.1. Tax Exemptions. The Development Site is currently subject to tax increment financing established pursuant to O.R.C. Section 5709.40. If the Developer obtains approval of the Sandusky City School District to establish a the TIF in accordance with the terms described in this Agreement, the City will remove the Development Site from the existing TIF, and declare (a) that \_\_\_\_\_ percent (\_\_\_\_%) of the TIF Improvements are a public purpose entitled to exemption from real property taxation for the TIF Exemption Period through City legislation, and the City and Developer will enter into the TIF Agreement for the TIF.

Section 2.2. Obligation to Make Service Payments. Subject to Section 2.1 hereof, during the Term of this Agreement, the Service Payments that will be made by the Owner(s) will equal the real property taxes that would have been payable by such Owner(s) with respect to \_\_\_\_\_ percent (\_\_\_\_%) of the Authorized Improvements to the Development Site had the TIF Exemptions not been granted and with TIF Service Payments payable with respect to \_\_\_\_\_ percent (\_\_\_\_%) of the TIF Improvements to the Development Site during the TIF Exemption Period. Service Payments will vary from time to time, including as the assessed value of each parcel of real property located within the Development Site varies, as the assessed value of the TIF Improvements varies and as the applicable tax rates vary. Each of the Owners shall pay the Service Payments, when due, on each applicable Payment Date until termination or expiration of this Agreement.

For all purposes of this Agreement, "Service Payments" shall be deemed to refer to and shall include (i) any payments commonly known as "property tax rollback payments" with respect to any TIF Improvements, (ii) any payments received by the City under O.R.C. Sections 319.302, 321.24, 323.152, and 323.156, or any successor provisions thereto, as the same may be amended from time to time, with respect to any TIF Improvements, (iii) any penalties and interest received by the City with respect to any late or delinquent Service Payments, whether received from the County Treasurer or received directly by the City, and (iv) any other payments received by the City with respect to any TIF Improvements were those tax values not exempt from real property taxation pursuant to the TIF Exemptions.

No Owner shall, under any circumstance, be required to pay both real property taxes and Service Payments for any tax year with respect to an Authorized Improvement, whether pursuant to the TIF Act, the Exemption Ordinance, this Agreement or any other applicable law.

In the event that any Service Payment or any installment thereof, is not paid when due by any Owner on any Payment Date, to the extent that the County Treasurer does not impose a late fee or delinquency charge, the City may impose and collect a late payment charge, payable to the City, in the amount of the charges for late payment of real property taxes, including penalty and interest, which would have been paid pursuant to O.R.C. Section 323.121 on the delinquent amount.

Section 2.3. Payment, Deposit, and Application of Service Payments. The Service Payments shall be made by or on behalf of the Owners to the County Treasurer on or before the applicable Payment Dates.

Section 2.4. Additional Obligations. Promptly upon execution of this Agreement, the Developer shall, at Developer's sole cost and expense, cause this Agreement, it being understood and agreed that the lien of this Agreement shall, in accordance with O.R.C. Section 323.11 and O.R.C. Section 5709.91, be prior to any mortgage, assignment, lease or other conveyance by the Owner(s) of any of their part of or interest in the Development Site, and prior to any security instrument encumbering all or any part of or interest in the Authorized Improvements except for the Submerged Land Lease and the Ground Lease; provided, however, that nothing contained in this Agreement shall be construed to permit acceleration of the Service Payments beyond the current year that such Service Payments are due. During the Term of this Agreement, the Owner(s) shall cause all instruments of conveyance of any of their interest in all or any portion of the Development Site, and of any improvements thereto, to subsequent mortgagees, lessees, lienholders, successors, assigns or transferees, to be made expressly subordinate and subject to this Agreement unless such interest is subordinate to this Agreement by operation of O.R.C. Section 5709.91.



Section 2.5. Binding Nature of Obligations; Security for Payment. The obligation to perform and observe the agreements on the part of any Owner contained herein shall be binding and enforceable against each and every Owner by the County Treasurer, to the extent applicable, and shall also, to the extent permitted by law, be enforceable by the City.

Anything herein to the contrary notwithstanding, any Owner's obligation hereunder to pay Service Payments, to use and develop its real property within the portion of the Development Site or to perform and observe any other agreements on their part contained herein, shall be absolute and unconditional and shall be covenants running with the land of such real property and shall be binding and enforceable by the City against the Owner(s), as applicable, but only to the extent of the respective Owners' obligations and only with respect to its or their interest in the Development Site and the Authorized Improvements, or any part thereof or any interest therein. Each Owner's obligation to make the Service Payments shall be secured by the lien on its interest in the Development Site and the Authorized Improvements, as provided by O.R.C. Section 5709.91.

Obligations of Owners arising pursuant to the TIF Act, and this Agreement will not be terminated for any cause including, without limitation, delay in completion of or failure to complete the Authorized Improvements or any other improvements within the Development Site, a delay in the completion of or failure to complete the Authorized Improvements, or a failure by the City or the Developer to complete any other obligation arising under the TIF Act or this Agreement; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Authorized Improvements or the Authorized Improvements; commercial frustration of purpose; any change in the constitution, tax or other laws or judicial decisions or administrative rulings of or administrative actions by or under authority of the United States of America or of the State or any political subdivision thereof. Except as may be expressly provided herein, nothing contained in this Agreement shall be construed to release any current or future Owner from the performance of any of its agreements or its obligations contained in this Agreement.

Section 2.6. Payment of Taxes; Contests. Each Owner shall pay, cause, or require to be paid, as the same become due, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Development Site (except as otherwise provided herein) or any personal property or fixtures installed or brought therein or thereon (including, without limitation, any taxes levied against the Owner with respect to the receipts, income or profits from leasing or subleasing space within the Authorized Improvements, which, if not paid, may become or be made a lien on its interest in all or any portion of the Development Site) and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Development Site. Except as otherwise provided in this Section, nothing herein is intended to prevent any Owner (or a successor, assign or transferee), at its expense and in good faith from contesting the amount or validity of any taxes, assessments or other charges.

Notwithstanding the first paragraph of this Section, the Parties agree that the provisions of this Agreement are based upon an understanding that the value of any TIF Improvements on a parcel within the Development Site will be calculated based on the increase in the assessed value of such parcel over the TIF Base Value were it not for the TIF Exemptions, which increase, if any, shall as to any TIF Improvements, appear on the tax list and duplicate of real and public utility property at any time after the effective date of the Exemption Ordinance, The Parties agree that (i) the City will not file a complaint with the board of revision with respect to any TIF Improvements, or otherwise take any action, that will have the effect of increasing the TIF Base Value for any TIF Improvements, and (ii) to the extent that the City is made party to any action that would have the effect of increasing the TIF Base Value for any TIF Improvements, it will not agree or consent to such increase unless required to do so by law.

Section 2.7. Reserved.

Section 2.8. Provision of Information. The Developer and each Owner agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated Tax Incentive Review Council to enable that Tax Incentive Review Council to review and determine annually during the term of this Agreement the compliance of the Developer and each Owner with the terms of this Agreement. Any information supplied to such Tax Incentive Review Council will be provided solely for the purpose of monitoring the Developer's or Owner's compliance with this Agreement. The Developer and each Owner further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status reports required by O.R.C. Sections 5709.40(I)

and 5709.41(E) to the Director of the Ohio Department of Development on or before March 31 of each year. Any information supplied to the City will be provided solely for the purpose of enabling the City to comply with this requirement.

[END OF ARTICLE II]

EXHIBIT "1"

## ARTICLE III

### CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS

Section 3.1. Definition of the Authorized Improvements. The Authorized Improvements shall include any real and personal property, identified generally on Exhibit D to this Agreement and referred to thereon, and generally referring to those Authorized Improvements that will be constructed by the Developer or the City, as determined by separate written instrument. The identification of the Authorized Improvements, including any real property dedicated for the purpose of constructing a portion of the Authorized Improvements thereon, may be revised or supplemented from time to time, provided such revisions or supplements are approved by the City and the Developer.

Section 3.2. Phases; Completion Date; Certifications. The City and the Developer agree to cooperate in order that the Authorized Improvements may be substantially complete in accordance with the schedule approved by the Parties and contained within the Authorized Improvements Plan. The Work may be undertaken and completed in several phases as mutually agreed upon in writing by the City Representative and the Developer Representative. The completion date for any phase of the Work may be extended by mutual written agreement of the Parties so long as the Parties have shown good faith and commitment to constructing the Development.

Upon filing initial Building Permit applications, the Developer will diligently work with the City to address comments and be responsive, including by providing substantive written responses and/or resubmissions (as applicable) within 30 days after receipt of written comments from the City. Additionally, the City will also endeavor to review and provide comments or approvals to the Developer in an expeditious manner. Developer will commence construction of the Project, including, but not limited to, demolition and environmental remediation, no later than nine (9) months after receiving the Building Permits for the Project, the effective date of all TIF-related legislation and agreements, or obtaining financing for the Project, whichever is latest (the "Commencement Deadline"); provided, however, that if the issuance of Building Permits for the Project by the City occurs later than three (3) months after application for such Building Permits by the Developer (not including any period of time beginning upon delivery by the City of a correction notice to the Developer and ending upon resubmission by the Developer), the Commencement Deadline shall be extended by a period of time equal to the time by which the issuance of such Building Permits exceeds three (3) months. During the above-referenced 9-month period, the Developer shall proceed in good faith to advance the Project, and shall respond to any reasonable requests made by the City regarding the status of the Project. Notwithstanding anything to the contrary herein, and subject to the terms of this Agreement, the Developer shall use commercially reasonable efforts to commence construction on the Development Site within three (3) years from the date of execution of this agreement. The timeline for commencing construction may be extended by the City Manager pursuant to a written request from the Developer to extend the period of time within which work must be commenced made and received prior to the expiration of said three (3) year period.

In addition, construction of the Project shall be substantially completed no later than three years from the date Developer certifies to the City it has secured the necessary financing for the Project. For avoidance of doubt, the Developer may satisfy the obligations of this Section 3.2 through completion of a substantial portion for Project, as determined by the City, provided that any portion of the Development Site which is not completed shall be maintained by the Developer as open public space in its present state. Any undeveloped portion of the Development Site which remains undeveloped after December 31, 2035 shall be subject to conveyance to the City upon request of the City Manager. Developer may extend this time period and renew this Agreement for five (5) years at a cost of \$100,000 total for this extension paid to the City upon request of the City Manager.

At such time as Developer has obtained all building permits, zoning approvals, historic conservation approvals to the extent applicable, and other governmental approvals required for the Project, Developer shall promptly commence (as described in the first grammatical paragraph of this Section VIII) and thereafter complete the construction of the Project as reflected in the Project Plans, in compliance with all applicable laws, and in accordance with the terms set forth in the applicable construction agreement(s). Developer shall be responsible for acquiring and paying for all State, local, or Federal permits required for the Project.

The time for performance indicated above is subject to any approved extensions by the City that prevent the Developer from timely performing its obligations under this Agreement. A request for extension must be in writing and may be granted at

the discretion and approval of the City Manager. In the event that construction does not occur, or construction of the Project ceases to progress within 120 days after commencement of construction on the Development Site, in addition to and not in limitation of any other remedies available to the City, the Developer shall comply with all City requirements relating to restoration of the Development Site until such time as construction shall begin or resume, as the case may be.

At all times during construction of the Project, the Developer shall have available and made known to the City a competent representative who is knowledgeable and familiar with the Project. The representative shall be capable of reading plans and specifications and shall have the authority to address any questions raised by the City with respect to such plans and specifications.

The Completion Date of each phase of the Work shall be specified to the City, or another appropriate governmental entity in a certificate signed by the Developer. Such certificate (a) shall describe all property acquired or installed as part of that completed phase, (b) shall state the cost of Work allocable to that completed phase, and (c) shall state that:

- (i) the construction, improvement and equipping of that phase of the Authorized Improvements has been completed substantially in accordance with the related Authorized Improvements Plan, all costs then due and payable in connection therewith have been paid, and all obligations, costs and expenses in connection with that phase of the such Authorized Improvements have been paid or discharged;
- (ii) all other facilities necessary in connection with that phase of the Work have been constructed, improved and equipped; and
- (iii) the construction, improvement and equipping of the Authorized Improvements has been accomplished in a manner which conforms to all then applicable governmental requirements.

Section 3.3. Dedication and Acceptance of Certain Authorized Improvements. The City and Developer shall negotiate by separate written instrument or amendment of this Agreement the ownership of the Public Improvements ("Public Improvement Agreement"). Upon inspection (by an inspector approved by the City and paid for by the Developer) and satisfactory completion of each phase of the Public Improvements in accordance with the terms of the Public Improvement Agreement the Developer shall cause those Public Improvements specifically agreed upon to be dedicated to the City, or another appropriate governmental entity designated by the City, including but not limited to the NCA or and/or ODNR, and such governmental entity, to the extent permitted by law, shall accept such completed Public Improvements for its ownership subject to the conditions to be determined by the City in connection with the same, including satisfactory warranty, bond, and inspection. Acceptance by the appropriate governmental entity of the ownership of any Authorized Improvements in one or more phases shall not relieve the Developer of its responsibility for defects in material or workmanship with respect to such Authorized Improvements as set forth in this Agreement.

Section 3.4. Conveyance of the Authorized Improvements. The City or any other governmental entity holding title to any of the Authorized Improvements may, subject to applicable Federal tax law restrictions, convey the title to any of the Authorized Improvements to any of the Developer, its successors or assigns, if so determined by the City in its discretion by separate written instrument.

Notwithstanding anything in this Section to the contrary, Private Improvements and those improvements established and governed by the NCA are not subject to the requirements of this Section. The Parties may amend this Section of this Agreement once the NCA is finalized and approved.

[END OF ARTICLE III]

## ARTICLE IV

### FURTHER PROVISIONS RELATING TO THE CONSTRUCTION AND MAINTENANCE OF THE AUTHORIZED IMPROVEMENTS

Section 4.1. Authorized Improvements Plan. The design, construction, improvement and equipping of the Authorized Improvements will be accomplished in accordance with the Authorized Improvements Plan, which shall include the plans and specifications for each phase of the Authorized Improvements. Such plans and specifications will be prepared by the Developer, shall be consistent in all material respects with the description of the Authorized Improvements in Exhibit D, and shall comply with the engineering, technical, and contractual standards generally required by the City and set forth in the City Building Code as well as, with respect to any Authorized Improvements that the City accepts for ownership, such other standards as shall be determined by the City.

Section 4.2. Authorized Improvement Construction Standards. The Authorized Improvements contemplated by this Agreement shall be constructed and completed by the Developer in a good and workmanlike manner using first-class materials in accordance with all applicable laws, ordinances, rules and regulations and related safety standards, including the specifications and standards of the City. Upon the commencement of any phase of the Authorized Improvements undertaken pursuant to this Agreement, the Developer must diligently pursue such construction to completion, subject only to delay occasioned by Force Majeure.

Section 4.3. Maintenance and Management of Certain Authorized Improvements. The Developer shall be responsible for the design and construction of the Authorized Improvements, and once constructed, the City shall be responsible for the maintenance and management responsibilities of those Public Improvements specifically accepted by the City by separate written instrument. Notwithstanding anything in this Section to the contrary, Private Improvements and those improvements established under and governed by the NCA are not subject to the requirements of this Section.

Section 4.4. Nondiscriminatory Hiring Clause. The Developer will state that it practices nondiscriminatory hiring in the Developer's operations in all solicitations or advertisements for employees placed by them or on their behalf. As used in this Section 4.4, the term "nondiscriminatory hiring" means that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by Federal or State law. The Developer shall require all contractors and shall require all contractors to require all subcontractors to include in each contract a summary of this nondiscriminatory hiring clause.

Section 4.5. Insurance Requirements. The Developer shall require all contractors to require all subcontractors to maintain until such time as that contractor or subcontractor has completed its portion of the Work, such insurance as is required by the Authorized Improvements Plan, which insurance shall protect the City, the Developer and any contractor or subcontractor performing Work covered by this Agreement from the types of claims for damages as set forth in the Authorized Improvements Plan. Such insurance policy or policies shall include the City and the Developer as additional named insureds. Such insurance policies shall further provide that any attorneys' fees accruing or payable with respect to a claim under such policy shall be paid by the insurer and shall not count against the coverage limits of such policy. Prior to commencement of any portion of the Work by any contractor or subcontractor, such contractor or subcontractor, as the case may be, shall provide to the City and the Developer an original certificate of insurance as proof of such insurance coverage. Insurance may not be changed or canceled unless all insureds, including the City and the Developer, are notified in writing not less than thirty days prior to such change or cancellation.

Section 4.6. Provision of Security for Mechanic's Liens. To the extent any materialman, contractor, or subcontractor files and records a mechanic's lien against the Authorized Improvements, the Developer shall, or shall require the appropriate contractor to, provide any security required by O.R.C. Section 1311.311 to cause that mechanic's lien to be released of record with respect to the Authorized Improvements.

Section 4.7. Compliance with Law. The Developer and the City acknowledge and agree that potentially certain portions of the work that are Public Improvements that are owned by the City contemplated under this Agreement may be subject

to the requirements of Ohio Revised Code Chapter 4115 and to the extent such requirements apply, the Developer shall comply in all material respects and, as between the City and the Developer, all such compliance obligations shall run to the Developer.

Section 4.8. Indemnification. Developer shall, at its cost and expense, defend, indemnify and hold the Indemnified Parties harmless from and against, and shall reimburse the Indemnified Party for, any and all loss, cost, claim, liability, damage, judgment, penalty, injunctive relief, expense or action (collectively the “Liabilities” and each a “Liability”), other than Excluded Liability or Liabilities, whether or not the Indemnified Party shall also be indemnified as to any such claim by any other person, the basis of which claim (a) was caused by or results from the actions or failures to act of Developer or its affiliates, agents, employees, contractors, subcontractors and material suppliers while in possession or control of the Project, whether or not such action or inaction was negligent or reckless, or is in any way related to the construction of the Project or the selection of contractors, subcontractors or material suppliers relating thereto; (b) is based, in whole or in part upon failure or alleged failure of Developer or its affiliates to satisfy their obligations under this Agreement or any other agreement by and between the City and the Developer with respect to the Project (each a “Project Agreement”); (c) relates to fraud, misapplication of funds, illegal acts, or willful misconduct on the part of Developer or its affiliates; or (d) relates to the bankruptcy or insolvency of Developer or its affiliates. The indemnity provided for herein shall survive the expiration or termination of and shall be separate and independent from any remedy under any Project Agreement.

Upon notice of the assertion of any Liability, the Indemnified Party shall give prompt written notice of the same to the Developer. Upon receipt of written notice of the assertion of a Liability, the Developer shall have the duty to assume, and shall assume, the defense thereof, with power and authority to litigate, compromise or settle the same; provided that, the Indemnified Party shall have the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may be withheld in its sole discretion.

At Developer’s expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; provided, however, that any such fees and expenses must be reasonable and necessary to protect the interests of the Indemnified Party. The Developer shall not be liable for any settlement of any Liability made without its written consent, but if settled with the written consent of the Developer, or if there is a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party, except only to the extent of any Excluded Liability.

[END OF ARTICLE IV]

## ARTICLE V

### CONSTRUCTION OF THE PRIVATE IMPROVEMENTS

Section 5.1. Construction of the Private Improvements. The Developer intends to construct, in multiple phases and at its sole cost and expense, certain Private Improvements constituting a mixed-use development within the Development Site. The Developer's Private Improvements will include residential, commercial, and retail properties. The obligation to develop, construct, and implement the Developer's Private Improvements shall be an obligation solely of the Developer, its successors and assigns.

Section 5.2. Plans for the Private Improvements. The Developer shall have the right to generate and alter the plans for the development and construction of its Private Improvements; provided, that the Developer shall comply with all applicable laws and regulations, including all building and zoning regulations of the City, including all approved Planned Unit Development ("PUD") requirements. The plans for the development and construction of the Developer's Private Improvements shall be memorialized in plans governing such Private Improvements and may be revised or supplemented by the Developer from time to time, provided such revisions or supplements comply with all applicable laws and regulations. Any plans for the Developer's Private Improvements shall be placed and maintained on file with the Developer, and shall, to the extent required by law, be available as public records in the City's Building Department.

[END OF ARTICLE V]

EXHIBIT "1"



## ARTICLE VI

### CERTAIN REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 6.1. Certain Representations, Warranties, Covenants and Agreements of the City. The City covenants, agrees, represents and warrants as of the date of delivery of this Agreement that:

(a) Municipal Organization. It is a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State and its Charter.

(b) Conditions Satisfied. It has or will have upon their execution duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of the City Documents and to constitute such City Documents as valid and binding instruments enforceable in accordance with their respective terms.

(c) No Violation of Law. It is not in violation of or in conflict with any provision of the laws of the State or its Charter which would impair its ability to observe and perform its covenants, agreements and obligations under the City Documents.

(d) Power and Authority. It has and will have full power and authority (i) to execute, deliver, observe and perform the City Documents and all other instruments and documents executed and delivered by the City in connection therewith, and (ii) to enter into, observe and perform the transactions contemplated in the City Documents and those other instruments and documents.

(e) No Modification. It has or will have duly authorized the execution, delivery, observance and performance of the City Documents; so long as the Developer is not in default in the performance of its obligations under this Agreement beyond the expiration of any applicable period of notice or grace (if any), the City shall not modify, amend, supplement or terminate any of the City Documents without the prior, written consent of the Developer except pursuant to the final and unappealable order of a court of competent jurisdiction.

(f) Valid City Ordinances. The City Ordinances and Agreements are valid and binding, have not been amended, modified or rescinded, and are in full force and effect, and are not subject to repeal by referendum; so long as the Developer is not in default in the performance of its obligations under this Agreement beyond the expiration of the applicable period to cure said default, the City shall not amend, modify, supplement, repeal or terminate any of the City Ordinances without the prior written consent of the Developer except pursuant to the final and unappealable order of a court of competent jurisdiction.

(g) Remediation. The City will use best efforts to seek grant funds to support the Developer's efforts to undertake work that may be needed to cause the property to be fully Remediated as described in the Phase II Report of the Property up to \$50,000.

(h) Amend CED. Upon receipt of an application from the Developer, the City shall take such action as might reasonably be necessary to amend the CED No. 1 in order to remove the Development Site from the existing CED No. 1 and to establish another CED comprised entirely of the Development Site. Once the Project is completed, Developer shall have the right to consent to the sharing of liquor licenses under the CED in Developer's sole discretion.

(i) Water Taxi. The City will use reasonable efforts in an attempt to establish a scheduled water-taxi, ferry, or similar service from the Development Site directly to Cedar Point. The City will seek any necessary approvals that need to be granted for the Water Taxi to be established.

(j) Additional Permits and Approvals. The City shall use its reasonable efforts to cooperate with the Developer in identifying and procuring such consents, permits, authorizations and approvals from itself and other

governmental entities as may be necessary or appropriate for the implementation of the Master Plan and the construction, use and operation of the various buildings, structures and improvements contemplated thereby, including if necessary (i) such studies, coordination and approvals of matters pertaining to coastal zone or similar matters as ODNR, the United States Coast Guard ("USCG") or the U.S. Army Corps of Engineers ("USACE") may request or require in connection with the construction of any Authorized Improvements or any Private Improvements; (ii) any wetlands delineations or surveys required in connection with any Authorized Improvements or Private Improvements; (iii) such governmental applications, permits and consents necessary or appropriate to establish a scheduled water-taxi, ferry, or similar service from the Development Site directly to Cedar Point, including without limitation any of the same that may be required if there is the establishment of a pier or dock for such service within the Development Site. The Developer shall be responsible for the preparation of all applications for any of the foregoing approvals, permits, and consents and for the payment of any fees or costs for the same; (iv) the City will use best efforts to help with the acquisition/use of perimeter land for the Water Street extension and public boardwalk (Parcel B); (v) the City shall cooperate on all environmental approvals including but not limited to Section 106 Secondary Source Review and Summary and Wetland Delineation and Ecological Survey Report, if needed.

(k) Repairs to Breakwalls. The City shall to the extent such repairs are necessary use reasonable efforts to repair the existing Breakwalls, as described in the Ground Lease, at the City's costs.

(l) Sandusky Bay Pavilion Improvements. The City shall take such action as might reasonably be necessary to make at least one million (\$1,000,000.00) worth of public improvements, as determined the City, to Sandusky Bay Pavilion park. The Sandusky Bay Pavilion Park shall be one of the City's top priorities, the City will consider any requests from the Developer regarding the Sandusky Bay Pavilion Improvements during its annual budget cycle, and the City will use its best efforts to obtain Federal and State of Ohio funds solely to be used to transform the Sandusky Bay Pavilion Park.

(m) Development Site Public Infrastructure and Public Improvements. The City shall act in good faith to support such action by the Developer as might reasonably be necessary to ensure the completion of, financing of and public dedication of the Public Improvements pursuant to the Public Improvement Agreement, to be located within the Development Site and/or immediately adjacent thereto and solely for the purpose of servicing the Development Site. Such completion and financing thereof may be pursuant to and use, in part, proceeds from the TIF Fund.

(n) Circulator Trolley Loop. The City will use reasonable efforts in an attempt to establish a circulator trolley loop from the Development Site, through the greater Downtown Sandusky area and to/from Cedar Point. The City will seek any necessary approvals that need to be granted for the trolley to be established.

(o) Right of First Refusal. The City and Developer shall negotiate in good faith to enter into a right of first refusal (the "ROFR") with respect to the adjacent and surrounding property to the Development Site. The ROFR shall not obligate the City to sell or dispose of City owned property, but shall provide that in the event the City in its discretion determines to sell or dispose of such property, the Developer shall have the first right to purchase the property at a market-based price determined by the City.

Section 6.2. Certain Representations, Warranties, Covenants and Agreements of the Developer. The Developer covenants, agrees, represents and warrants as of the date of delivery of this Agreement that:

(a) Good Standing. The Developer (i) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Ohio, and (ii) has or will have all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted and as presently proposed to be conducted.

(b) No Adverse Claims. There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the Developer threatened, against or affecting the Developer in any court or before any

governmental authority or arbitration board or tribunal which involve the possibility of materially and adversely affecting the transactions contemplated by this Agreement or the ability of the Developer to perform its obligations under this Agreement.

(c) Proper Authority. The Developer's execution and delivery of this Agreement and its performance of its obligations hereunder (i) are within the Developer's organizational authority and powers, (ii) will not conflict with or result in the breach of (x) any of the Developer's organizational documents, (y) agreement, articles of organization, operating agreement or other instrument to which the Developer is a party or by which it may be bound, or (z) any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Developer or any of its activities or properties, and (iii) have been duly authorized by all necessary action on the part of the Developer.

(d) No Default. No event has occurred and no condition exists with respect to the Developer that would constitute a default under this Agreement or which, with the lapse of time or with the giving of notice or both, could reasonably be expected to become an Event of Default under this Agreement.

(e) Ongoing Business. The Developer will maintain its legal existence so long as the Developer remains liable under this Agreement.

(f) No Delinquent Taxes. The Developer has not been charged with any delinquent real property taxes on the general tax list of real property of the County.

Section 6.3 Issuance of Permits. The City agrees, as soon as practical and in the normal course of business, to issue all necessary Permits for the approved Private Improvements and/or Authorized Improvements upon receipt of a Permit application and approval thereof.

EXHIBIT "1"  
[END OF ARTICLE VI]

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

#### Section 7.1. Events of Default and Remedies.

- (a) The following shall be Events of Default under this Agreement:
- (i) the failure of an Owner to pay no later than the thirtieth (30<sup>th</sup>) calendar day following its due date any Service Payment, or any installment thereof, due by the Owner, including any applicable late payment charges; and
  - (ii) the failure of the City, the Developer or an Owner to perform or observe any other covenant made by it in or pursuant to this Agreement, which failure shall continue for more than thirty (30) days following written notice thereof by at least one of the other Parties hereto.

(b) Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, or any successor to such Party, such Party or successor shall, upon written notice from the other, proceed promptly to cure or remedy such default or breach. In case such remedial action is not taken or not diligently pursued within thirty (30) days after such written notice, an Event of Default shall be deemed to have occurred and the Party or Parties asserting default or breach may institute such proceedings at law or in equity, or in the case of a claim against the City, an action in mandamus, as may be necessary or desirable in its opinion to remedy such default or breach.

(c) Notwithstanding Section 7.1(b) hereof, if by reason of Force Majeure any Party fails in the observance or performance of any of its agreements, duties or obligations to be observed or performed under this Agreement, the Party shall not be deemed to be in default under this Agreement. The Party will give notice promptly to the other Parties of any event of Force Majeure and will use its best efforts to remedy that event with all reasonable dispatch; provided that a Party will not be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of any opposing Person, when in that Party's judgment, that course would be unfavorable to it; and no suspension will constitute an Event of Default if that suspension is a result of the application of Federal or State wage, price or economic stabilization controls, cost containment requirements, restrictions on rates, charges or revenues of the Developer, which prevents the Developer from observing and performing the applicable covenant, agreement or obligation.

(d) The declaration of an Event of Default hereunder and the exercise of rights, remedies and powers upon the declaration are subject to any applicable limitations of Federal bankruptcy law affecting or precluding the declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 7.2. Enforcement. The provisions of this Agreement may be enforced to the fullest extent permitted by law, by the Developer, the City and the County Treasurer by injunction or any other remedy at law or in equity, subject to the terms of this Agreement.

Section 7.3. No Remedy Exclusive. Unless provided expressly otherwise herein, no right, remedy or power conferred upon or reserved to any Party under this Agreement is intended to be exclusive of any other available right, remedy or power, but each right, remedy and power shall be cumulative and concurrent and shall be in addition to every other right, remedy and power available under this Agreement or existing at law, in equity or by statute or otherwise now or hereafter.

No exercise, beginning of the exercise, or partial exercise by any Party of any one or more rights, remedies or powers shall preclude the simultaneous or later exercise by that Party of any or all other rights, remedies or powers. No delay or omission in the exercise of any right, remedy or power accruing upon any Event of Default hereunder shall impair that or any other right, remedy or power or shall be construed to constitute a waiver of any Event of Default hereunder, but any right, remedy or power may be exercised from time to time and as often as may be deemed to be expedient.

Section 7.4. No Additional Waiver Implied by One Waiver. If any obligation under this Agreement shall be breached by any Party and the breach shall have been waived by the other Party, the waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach or any subsequent breach.

No failure by any Party to insist upon the strict observance by the other Party of any obligation under this Agreement, and no failure to exercise any right, remedy or power upon a breach thereof, shall constitute a waiver of any right to strict observance or a waiver of any breach. No express waiver shall be deemed to apply to any other breach or to any existing or subsequent right to remedy the breach.

Section 7.5. Waiver of Appraisalment, Valuation and Other Laws. If there is an Event of Default that the defaulting Party does not contest, the defaulting Party shall be deemed to waive the benefit of all appraisalment, valuation, stay, extension or redemption laws in force from time to time, all right of appraisalment and redemption to which it may otherwise be entitled, and all rights of marshaling, all to the extent that the defaulting Party may effect that waiver lawfully. Neither the defaulting Party nor anyone claiming through it, shall set up, claim or seek to take advantage of any of those laws or rights.

Section 7.6. Right to Observe and Perform Covenants, Agreements and Obligations. If the Developer or any Owner commits an Event of Default under this Agreement, without demand upon the Developer or the Owner, as the case may be, and without waiving or releasing any covenant, agreement, obligation or Event of Default, upon thirty (30) days' prior written notice to the Developer or the Owner, as the case may be, the City may (but shall not be obligated to) observe or perform that covenant, agreement or obligation for the account of the defaulting Party.

Section 7.7. Provisions Subject to Applicable Law. All rights, remedies and powers hereunder may be exercised only to the extent permitted by applicable law. Those rights, remedies and powers are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law.

EXHIBIT "1"  
[END OF ARTICLE VII]

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed given if actually received, if hand-delivered or sent by recognized, overnight delivery service or sent by electronic mail, and addressed to the other Party at its Notice Address or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt. A duplicate copy of each notice, certificate, request or other communication given hereunder to either Party shall be given also to the other. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 8.2. Extent of Provisions Regarding the City. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective and enforceable to the extent authorized and permitted by applicable law. All obligations of the City arising under this Agreement shall be deemed to be duties specifically enjoined by law and resulting from any office, trust, or station upon the City within the meaning of O.R.C. Section 2731.01.

Section 8.3. Extent of Provisions Regarding the Parties; No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of either Party in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving either Party's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 8.4. Assignment; Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective permitted successors and assigns, subject, however, to the specific provisions hereof. The Developer shall not assign this Agreement, including, without limitation, its rights to receive any payments hereunder, to any person other than one in which either the Developer or a Developer-related entity has a controlling interest, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 8.5. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 8.6. Severability. If any provision of this Agreement is held to be illegal or invalid for any reason,

- (a) that illegality or invalidity shall not affect the remainder of this Agreement, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- (b) the illegality or invalidity of any application of any such provision shall not affect any legal and valid application to any other fact or circumstance, and
- (c) the balance of this Agreement shall remain effective to the full extent permitted by law.

Section 8.7. Estoppel Certificates. Within fifteen (15) days after a request from the Developer or any Owner, the City will execute and deliver a certificate stating that to the knowledge of the person issuing such certificate with respect to the requesting party's component of the Development Site: (a) this Agreement is in full force and effect; (b) the requesting Owner is not in default under this Agreement, or, if that Owner is in default, specifying same; and (c) such other matters as that Owner reasonably requests related to the obligations to pay Service Payments.

Section 8.8. Limited Obligation of City. Any covenant, agreement or obligation of the City under this Agreement which requires the expenditure of funds shall not be a general debt of the City. Notwithstanding anything in this Agreement to the contrary, the City's obligations under this Agreement to pay to the Trustee the Service Payments shall be a limited, special

obligation of the City to be made solely from Service Payments. The obligations of the City under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation and do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the City, and neither the Developer nor any other person shall have any right to have taxes levied by the City for the payment of Service Payments.

Section 8.9. Obligations Unconditional and Irrevocable. The obligations of the City to assign and pay the Service Payments shall be absolute, irrevocable, and unconditional, and the City shall make such payments without abatement, diminution, or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment, or counterclaim which the City may have or assert against the Developer or any other person or entity.

Section 8.10. Captions. The captions and 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 of this Agreement.

Section 8.11. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County.

Section 8.12. Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

Section 8.13. Amendments. Except as otherwise expressly provided in this Agreement, this Agreement may not be effectively amended, changed, modified, altered or terminated except in writing with the consent of the City, the Developer if any real property subject to this Agreement is owned by the Developer, and each Owner to the extent of the real property subject to this Agreement owned by such Owner.

EXHIBIT "1"  
[END OF ARTICLE VIII]





**BATTERY PARK SANDUSKY LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_  
Printed Name: Adelbert P. Marous, Jr.  
Title: Manager

STATE OF OHIO                                 )  
  )  
COUNTY OF \_\_\_\_\_                 )       SS:

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2023, by Adelbert P. Marous, Jr., the Manager of Battery Park Sandusky LLC, an Ohio limited liability company, on behalf of such limited liability company.

No oath or affirmation was administered to the signer with regard to this notarial act.

**EXHIBIT "1"**

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

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

## FINANCE DIRECTOR'S CERTIFICATE

The undersigned, Finance Director of the City of Sandusky, Ohio (the "City") under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2023 under the foregoing Agreement (\$0.00) have been appropriated lawfully for that purpose, and is 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 O.R.C. Sections 5705.41 and 5705.44.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
[ ], Finance Director  
City of Sandusky, Ohio

EXHIBIT "1"

[CITY FINANCE DIRECTOR CERTIFICATE TO DEVELOPMENT AGREEMENT]

**EXHIBIT A**

**[Ground Lease Site]**

**EXHIBIT "1"**

**EXHIBIT B**

**THE DEVELOPMENT**

(Developer Concept Plans dated October 26, 2022)

EXHIBIT "1"

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT "1"

## **EXHIBIT D**

### **THE AUTHORIZED IMPROVEMENTS**

The Authorized Improvements consist primarily of, but not limited to, the following; provided that ownership and long term maintenance of any Authorized Improvements constituting Public Improvements shall be determined by the City and the Developer by separate written instrument or amending the Development Agreement ("Public Improvement Agreement"):

#### **PUBLIC IMPROVEMENTS:**

##### **1. Development Infrastructure:**

- a. Utilities: Water/sewer/electric/gas/phone/fiber
  - i. Additional utilities funding to come from the TIF
  - ii. Non-revenue public uses to complete development
  - iii. Streets, sidewalks, crosswalks, street lighting, streetscape & landscape, wayfinding, utilities infrastructure (Request No. 3) and traffic signalization
- b. Streets, sidewalks, crosswalks, street lighting, streetscape & landscape, wayfinding
- c. Boardwalk along the Lake Erie water's edge

##### **2. Repairs/Replacements of Breakwalls**

##### **3. Enhancements to Sandusky Bay Pavilion Park**

#### **PRIVATE IMPROVEMENTS:**

##### **New Construction Related to the Private portion of the Development:**

- a. BPS Retail
- b. BPS North Condominiums
- c. BPS Apartments
- d. BPS Hotel
  - e. BPS Marina (docks, marina services spaces and marina infrastructure)