



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
JULY 10, 2023 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray, D. Brady, S. Poggiali,
APPROVAL OF MINUTES	June 26, 2023 Regular Meeting
AUDIENCE PARTICIPATION	
PUBLIC HEARING	2024 Tax Budget, Michelle Reeder, Finance Director
PRESENTATION	Aquatic Center Presentation, Mr. Rambler, CEO Sandusky City Schools
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

**REGULAR AGENDA**

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

**APPROVAL 2024 TAX BUDGET**

**Budgetary Information:** The tax budget will establish initial funding for 2024.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed adopting the tax budget for the City of Sandusky for the calendar year 2024; authorizing the submission of the tax budget to the Erie County Auditor; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 2 – Submitted by Tom Horsman, Communications Manager**

**APPROVAL OF DESIGNATED OUTDOOR REFRESHMENT AREA EXPANSION**

**Budgetary Information:** There are no direct costs associated with this legislation.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed expanding the Designated Outdoor Refreshment Area in downtown Sandusky; establishing requirements to ensure public health and safety within such area; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 3 – Submitted by Aaron Klein, Public Works Director**

**APPROVAL FOR LEASE AGREEMENT WITH ERIE COUNTY HOUSING OPPORTUNITIES**

**Budgetary Information:** The appraised value of the lease area is \$4,080.00, which would be paid with one lump sum payment upon execution of the agreement utilizing funds made available to the City of Sandusky through the American Rescue Plan Act Stimulus Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a lease agreement with Erie County Housing Opportunities, Inc. for the Sandusky Bay Pathway; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 4 – Submitted by Aaron Klein, Public Works Director**

**APPROVAL PDS AGREEMENT FOR CHURCHWELL & MACARTHUR PARK PROJECT WITH STRAND ASSOCIATES**

**Budgetary Information:** The total cost for the final design shall not exceed \$110,000.00. The Erie County Health Department provided reimbursable grant funds totaling \$275,000 for this project through a Memorandum of Understanding (MOU), of which \$149,750 was spent on the South side Neighborhood Plan. Therefore, this phase of design would be paid with Capital Funds but reimbursed entirely from the remaining funds on this grant. Detailed design would utilize the remaining grant funds as well as funding made available to the City of Sandusky through the American Rescue Plan Act (ARPA) which must be encumbered by the end of 2024.

**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 Strand Associates, Inc. of Cincinnati, Ohio, for the Churchwell Park Recreation Improvements and Macarthur Park Roadway and Utility Improvements Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 5 – Submitted by Josh Snyder, Public Works Engineer**

**APPROVAL FOR CHANGE ORDER 1 & FINAL FOR MEIGS STREET PROJECT**

**Budgetary Information:** The original contract with Underground Utilities Inc., was \$1,808,344.80. Change order #1 is an overall increase of \$41,646.13, increasing the contract total to \$1,849,990.93. The change order increases the amount to be paid with ODOT Funds in the amount of \$13,071.64; Sewer Funds in the amount of \$14,031.52; and Issue 8 Street Funds in the amount of \$20,365.11 and Water Funds will be decreased in the amount of \$5,822.14.

**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 Underground Utilities, Inc. of Monroeville, Ohio, for the Meigs Street Reconstruction & Multi-Use Path Project in the amount of \$41,646.13; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 6 – Submitted by Josh Snyder, Public Works Engineer**

**AWARD CONTRACT FOR 2023 CDBG STREET REHABILITATION PROJECT TO ERIE BLACKTOP**

**Budgetary Information:** The total construction cost shall not exceed \$263,211.15, paid for using federal Community Development Block Grant Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Erie Blacktop Inc. of Sandusky, Ohio, for the 2023 Community Development Block Grant (CDBG) Street Rehabilitation Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 7 – Submitted by Mario D’Amico, Fire Chief**

**APPROVAL TO PURCHASE A 2026 SUTPHEN MONARCH CUSTOM PUMPER**

**Budgetary Information:** The total amount for the 2026 Sutphen Custom Pumper with Sutphen Monarch Extreme Duty Chassis purchase is \$957,681.00 through the Sourcewell Cooperative Purchasing Program Schedule contract #113021-SUT. The cost of this purchase will be paid from Capital Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for the purchase of a 2026 Sutphen Custom Pumper with Custom Sutphen Monarch Extreme Duty Chassis through the Sourcewell Cooperative Purchasing Program from Sutphen Corporation of Dublin, Ohio, for the Fire Department; 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” 



## 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: June 28, 2023  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

The Erie County Budget Commission has determined that a full Tax Budget be submitted for calendar year 2024 by July 20, 2023. Prior to 2011, the Erie County Budget Commission had waived this requirement to submit a full Tax Budget.

### **BACKGROUND INFORMATION:**

The tax budget has been approved annually since 2011. The first resolutions passed was on July 11, 2011.

**BUDGETARY INFORMATION:** The tax budget will establish initial funding for 2024.

### **ACTION REQUESTED:**

It is recommended that this resolution be approved as soon as possible. The resolution is needed so that the City of Sandusky can comply with the request of the Erie County Budget Commission, in accordance with Ohio Revised Code Sections 5705.28, 5705.29, and 5705.30, by filing the Tax Budget with the County Auditor by July 20, 2023. It is recommended that the City Commission adopt the necessary legislation as an emergency measure and in accordance with Section 14 of the City Charter.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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Michelle Reeder  
Finance Director

CC: Brendan Heil, Law Director

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

**A RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF SANDUSKY FOR THE CALENDAR YEAR 2024; AUTHORIZING THE SUBMISSION OF THE TAX BUDGET TO THE ERIE COUNTY AUDITOR; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Erie County Budget Commission has determined that for the CY 2024 Budget, a full Tax Budget is to be submitted to the Erie County Auditor and pursuant to O.R.C. § 5705.30 must be submitted on or before the 20th day of July; and

**WHEREAS**, prior to 2011, the Erie County Budget Commission had waived the requirements for entities to submit a full tax budget and had only required revenues per fund to be submitted; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the City's Tax Budget for CY 2024 to the Erie County Auditor by the required deadline of July 20, 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 Municipal Departments, including the Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. This City Commission approves and adopts the City's Tax Budget for CY 2024, a copy of which is marked Exhibit "A" and attached to this Resolution and specifically incorporated as if fully rewritten herein.

Section 2. This City Commission authorizes and directs the Finance Director to deliver a certified copy of this Resolution to the Erie County Auditor.

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

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

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

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

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

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

Passed: July 10, 2023

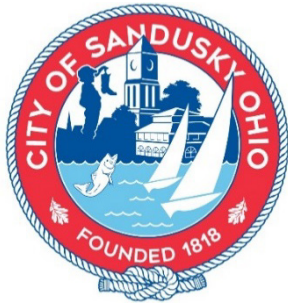
CITY OF SANDUSKY TAX BUDGET - 2024											
			Estimated 2024 Real Estate	Estimated 2024 Local	Estimated 2024 Local	Estimated 2024		2024 Estimated Expenditures			
		Estimated Unencumbered	Property	Govt	Govt	Other	Total Resources	Personnel		Total Estimated	Estimated
	Fund	Balance at 12/31/2023	Taxes	(County)	(State Direct)	Revenue	For Expenditures	Services	Other	Expenditures	Unencumbered Balance at 12/31/2024
110	General	5,968,502.00	1,850,000.00	515,000.00	125,000.00	29,535,995.25	37,994,497.25	15,849,000.00	19,110,000.00	34,959,000.00	3,035,497.25
216	Street	349,599.73	-	-	-	2,000,000.00	2,349,599.73	1,063,800.00	1,050,000.00	2,113,800.00	235,799.73
217	State Highway	232,094.00	-	-	-	105,000.00	337,094.00	54,000.00	54,600.00	108,600.00	228,494.00
218	Public Transit	231,540.00	-	-	-	3,420,000.00	3,651,540.00	134,460.00	3,400,000.00	3,534,460.00	117,080.00
227	Parks & Recreation	138,600.00	-	-	-	600,000.00	738,600.00	361,800.00	345,000.00	706,800.00	31,800.00
236	Fire Pension	67,550.00	160,000.00	-	-	825,000.00	1,052,550.00	921,850.00	69,875.00	991,725.00	60,825.00
237	Police Pension	43,707.00	160,000.00	-	-	645,000.00	848,707.00	715,850.00	52,676.00	768,526.00	80,181.00
239	State Grants	103,975.00	-	-	-	90,000.00	193,975.00	-	235,332.50	70,000.00	123,975.00
240	Coronavirus Relief	3,418,635.00	-	-	-	-	3,418,635.00	1,000,000.00	1,000,000.00	2,000,000.00	1,418,635.00
241	Federal Grants	355,000.00	-	-	-	825,000.00	1,180,000.00	225,000.00	800,000.00	1,025,000.00	155,000.00
242	Indigent Driver Alcohol	185,500.00	-	-	-	20,910.00	206,410.00	-	20,000.00	20,000.00	186,410.00
243	Enforcement & Education	7,700.00	-	-	-	34,000.00	41,700.00	-	6,500.00	6,500.00	35,200.00
244	Court Computer	116,158.00	-	-	-	32,000.00	148,158.00	10,260.00	49,400.00	59,660.00	88,498.00
245	Indigent Telephone	53,473.00	-	-	-	10,000.00	63,473.00	-	6,500.00	6,500.00	56,973.00
246	Probation Service	139,380.00	-	-	-	55,000.00	194,380.00	86,400.00	20,000.00	106,400.00	87,980.00
247	Payroll Stabilization	225,000.00	-	-	-	175,000.00	400,000.00	354,240.00	-	354,240.00	45,760.00
248	Real Estate Development	213,979.00	-	-	-	25,000.00	238,979.00	-	32,500.00	32,500.00	206,479.00
249	One OH Opiod Settlement	50,900.00	-	-	-	10,000.00	60,900.00	-	20,000.00	20,000.00	40,900.00
430	Capital Improvement	430,000.00	-	-	-	765,000.00	1,195,000.00	-	900,000.00	900,000.00	295,000.00
431	Capital Projects	3,028,090.00	-	-	-	11,000,000.00	14,028,090.00	59,400.00	12,000,000.00	12,059,400.00	1,968,690.00
433	Special Assessments	348,347.00	-	-	-	325,000.00	673,347.00	405,486.00	110,500.00	515,986.00	157,361.00
434	Bond Retirement Fund	572,702.00	-	-	-	975,000.00	1,547,702.00	-	1,486,355.00	1,486,355.00	61,347.00
435	Urban Renewal Debt Serv	135,120.00	-	-	-	568,140.00	703,260.00	-	650,000.00	650,000.00	53,260.00
436	Central Public Utility Fund	114,509.00	-	-	-	122,400.00	236,909.00	-	210,000.00	210,000.00	26,909.00
437	Cleveland Rd Improv	682,655.00	-	-	-	675,000.00	1,357,655.00	-	808,730.00	808,730.00	548,925.00
438	Cooke Building Improv TIF	15,000.00	-	-	-	175,000.00	190,000.00	-	175,000.00	175,000.00	15,000.00
535	Spec Asmnt Bond Retirement	927,086.00	-	-	-	193,800.00	1,120,886.00	-	450,000.00	450,000.00	670,886.00
612	Water Revenue Fund	1,6									



		2023 Estimated Expenditures			2022 Actual Expenditures			2021 Actual Expenditures		
Fund		Personnel Services	Other	Total	Personnel Services	Other	Total	Personnel Services	Other	Total
110	General	14,675,000	14,700,000	29,375,000	13,212,777	17,641,060	30,853,838	11,937,044	10,484,976	22,422,020
216	Street	985,000	2,550,000	3,535,000	845,260	866,422	1,711,682	781,613	1,003,529	1,785,141
217	State Highway	50,000	42,000	92,000	45,122	29,241	74,363	42,450	18,022	60,472
218	Public Transit	124,500	3,405,000	3,529,500	79,913	3,949,251	4,029,165	97,622	2,965,545	3,063,167
227	Parks & Recreation	335,000	330,000	665,000	253,247	354,802	608,049	141,915	265,855	407,770
236	Fire Pension	895,000	53,750	948,750	893,717	49,317	943,034	838,318	46,641	884,959
237	Police Pension	695,000	40,520	735,520	702,026	37,425	739,450	621,340	35,270	656,610
239	State Grants	-	181,025	181,025	219,880	98,722	318,602	-	209,328	209,328
240	Coronavirus Relief	972,158	8,709,207	9,681,365	698,935	1,978,169	2,677,104	294,065	1,971,362	2,265,427
241	Federal Grants	385,000	875,000	1,260,000	238,629	852,601	1,091,230	138,322	509,459	647,781
242	Indigent Driver Alcohol	-	5,000	5,000	-	-	-	-	7,115	7,115
243	Enforcement & Education	-	5,000	5,000	-	19,500	19,500	-	-	-
244	Court Computer	9,500	38,000	47,500	5,452	121,995	127,447	5,173	34,264	39,437
245	Indigent Telephone	-	5,000	5,000	-	-	-	-	350	350
246	Probation Service	80,000	7,000	87,000	178,310	99	178,409	155,517	-	155,517
247	Payroll Stabilization	328,000	-	328,000	191,304	-	191,304	316,117	-	316,117
248	Real Estate Development	-	25,000	25,000	-	263,100	263,100	-	56,522	56,522
249	One OH Opioid Settlement	-	-	-	-	-	-	-	-	-
430	Capital Improvement	-	1,150,000	1,150,000	-	-	-	-	585,000	585,000
431	Capital Projects	55,000	25,900,000	25,955,000	139,046	15,298,102	15,437,147	210,093	12,133,389	12,343,482
433	Special Assessments	375,450	85,000	460,450	356,651	54,601	411,252	304,813	62,048	366,861
434	Bond Retirement Fund	-	1,143,350	1,143,350	-	1,101,822	1,101,822	-	1,196,698	1,196,698
435	Urban Renewal Debt Serv	-	794,500	794,500	-	609,904	609,904	-	527,838	527,838
436	Central Public Utility Fund	-	200,000	200,000	-	13,776	13,776	-	7,588	7,588
437	Cleveland Rd Improv	-	622,100	622,100	-	347,380	347,380	-	371,327	371,327
438	Cooke Building Improv TIF	-	175,000	-	-	-	-	-	-	-
535	Spec Asmnt Bond Retirement	-	220,000	220,000	-	222,427	222,427	-	232,509	232,509
612	Water Revenue Fund	3,415,000	10,545,000	13,960,000	3,311,990	6,282,228	9,594,219	3,147,204	4,706,949	7,854,153
613	Sewer Revenue Fund	3,765,000	20,850,000	24,615,000	3,711,979	10,739,655	14,451,634	3,276,651	8,985,202	12,261,853
701	Internal Service Fund	-	5,100,256	5,100,256	-	6,055,903	6,055,903	-	4,039,003	4,039,003
863	Trust-Expendable	-	125,000	125,000	-	94,991	94,991	-	83,830	83,830
873	Trust-Nonexpendable	-	8,000	8,000	-	6,968	6,968	-	8,959	8,959
876	Cemetery Endowment	-	34,900	34,900	-	15,544	15,544	-	17,889	17,889
880-881	Agency-Treasury	-	30,000	30,000	-	15,416	15,416	-	28,498	28,498
888	Special Assessments Non-City	-	55,000	55,000	-	97,820	97,820	-	34,785	34,785
890-898	Agency-Non Treasury	-	2,200,000	2,200,000	-	3,505,073	3,505,073	-	3,506,430	3,506,430
		27,144,608	100,209,608	127,179,216	25,084,237	70,723,314	95,807,551	22,308,256	54,136,182	76,444,437

Fund	2023 Year Estimated Revenue					2022 Year Actual Revenue					2021 Year Actual Revenue				
	Real Estate	Local	Local	Estimated	Total	Real Estate	Local	Local	Estimated	Total	Real Estate	Local	Local	Estimated	Total
	Property Taxes	Govt (County)	Govt (State Direct)	Other		Property Taxes	Govt (County)	Govt (State Direct)	Other		Property Taxes	Govt (County)	Govt (State Direct)	Other	
110 General	1,740,000.00	515,000.00	125,000.00	27,009,050.00	29,389,050.00	1,734,962.47	525,334.89	126,130.81	29,030,991.83	31,417,420.00	1,572,775.57	502,511.77	117,392.46	20,730,523.17	22,923,202.97
216 Street				2,713,600.00	2,713,600.00				2,046,809.00	2,046,809.00				1,968,861.45	1,968,861.45
217 State Highway				107,450.00	107,450.00				100,233.24	100,233.24				105,464.97	105,464.97
218 Public Transit				3,421,040.00	3,421,040.00				3,597,258.00	3,597,258.00				3,485,124.77	3,485,124.77
227 Parks & Recreation				773,600.00	773,600.00				590,782.00	590,782.00				470,272.60	470,272.60
236 Fire Pension	156,800.00			849,500.00	1,006,300.00	156,729.27			844,755.73	1,001,485.00	143,322.61			748,400.00	891,722.61
237 Police Pension	156,800.00			612,427.00	769,227.00	156,729.18			534,999.82	691,729.00	143,322.60			559,000.00	702,322.60
239 State Grants				95,000.00	95,000.00				390,017.00	390,017.00				89,565.30	89,565.30
240 Coronavirus Relief					0.00				9,045,549.00	9,045,549.00				9,045,549.00	9,045,549.00
241 Federal Grants				1,279,000.00	1,279,000.00				1,109,769.00	1,109,769.00				654,131.10	654,131.10
242 Indigent Driver Alcohol				20,500.00	20,500.00				24,896.00	24,896.00				32,250.77	32,250.77
243 Enforcement & Education				3,400.00	3,400.00				3,020.00	3,020.00				3,100.35	3,100.35
244 Court Computer				34,000.00	34,000.00				62,787.00	62,787.00				23,251.95	23,251.95
245 Indigent Telephone				10,000.00	10,000.00				11,871.00	11,871.00				14,101.55	14,101.55
246 Probation Service				55,000.00	55,000.00				38,872.00	38,872.00				49,941.59	49,941.59
247 Payroll Stabilization				150,000.00	150,000.00					0.00				558,000.00	558,000.00
248 Real Estate Development				183,600.00	183,600.00				54,689.00	54,689.00				48,155.00	48,155.00
249 One OH Opioid Settlement				40,000.00	40,000.00				10,901.00	10,901.00					
430 Capital Improvement				750,000.00	750,000.00				769,512.00	769,512.00				634,940.79	634,940.79
431 Capital Projects				11,201,000.00	11,201,000.00				25,305,308.00	25,305,308.00				15,839,138.10	15,839,138.10
433 Special Assessments				375,000.00	375,000.00				269,328.00	269,328.00				421,642.53	421,642.53
434 Bond Retirement Fund	445,000.00			811,052.00	1,256,052.00	449,295.49			1,061,680.51	1,510,976.00	444,282.50			793,393.46	1,237,675.96
435 Urban Renewal Debt Serv				557,000.00	557,000.00				653,683.00	653,683.00				543,939.15	543,939.15
436 Central Public Utility Fund				120,000.00	120,000.00				122,316.00	122,316.00				62,818.60	62,818.60
437 Cleveland Rd Improv				675,000.00	675,000.00				683,289.00	683,289.00				665,171.94	665,171.94
438 Cooke Building Improv TIF				175,000.00	175,000.00					0.00					
535 Spec Asmnt Bond Retirement				190,000.00	190,000.00				971,241.00	971,241.00				385,170.33	385,170.33
612 Water Revenue Fund				12,823,400.00	12,823,400.00				6,887,469.00	6,887,469.00				7,921,139.72	7,921,139.72
613 Sewer Revenue Fund				20,397,750.00	20,397,750.00				12,377,456.00	12,377,456.00				12,454,735.72	12,454,735.72
701 Internal Service Fund				4,600,000.00	4,600,000.00				4,427,808.00	4,427,808.00				3,265,555.53	3,265,555.53
863 Trust-Expendable				97,400.00	97,400.00				315,695.00	315,695.00				239,810.58	239,810.58
873 Trust-Nonexpendable				1,800.00	1,800.00				2,253.00	2,253.00				29,556.56	29,556.56
876 Cemetery Endowment				29,100.00	29,100.00				45,335.00	45,335.00				54,132.88	54,132.88
880/881 Agency-Treasury				30,000.00	30,000.00				23,205.00	23,205.00				27,085.41	27,085.41
888 Special Assessments Non-City				55,000.00	55,000.00				81,597.00	81,597.00					51,008.20
890-898 Agency-Non Treasury				1,800,000.00	1,800,000.00				3,572,782.00	3,572,782.00				3,350,278.36	3,350,278.36
	2,498,600.00	515,000.00	125,000.00	92,045,669.00	95,184,269.00	2,497,716.41	525,334.89	126,130.81	106,217,340.24	106,217,340.24	2,303,793.28	502,511.77	117,392.46	85,274,203.23	88,248,818.94





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## CITY MANAGER

240 Columbus Ave.  
Sandusky, Ohio 44870  
419.627.8462  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

**To:** John Orzech, City Manager

**From:** Tom Horsman, Communications Manager

**Date:** June 28, 2023

**Subject:** Commission Agenda Item – Designated Outdoor Refreshment Area Expansion

**Items for Consideration:** Approval of legislation expanding the Downtown Sandusky Designated Outdoor Area

**Background Information:** In 2015, the State of Ohio enacted a law that allows municipalities and townships to establish Designated Outdoor Refreshment Areas (DORA) in their localities, which allows for the suspension of open container laws within the boundaries of the DORA. On June 14, 2021, the Sandusky City Commission passed Ordinance 21-094, which created the Downtown Sandusky DORA. The DORA subsequently received approval from Ohio Liquor Control and officially opened on July 16, 2021. Since that time, Everwild Spirits opened at 212 Hancock Street, which sits just outside the current DORA boundaries. The City is requesting to expand the boundaries of the DORA to include Everwild Sprits, as well as other future potential liquor-serving establishments in the downtown area. The size of the current DORA is 121 acres and the proposed expanded DORA is 137 acres.

The City Manager's Office submitted the application for expansion to the Clerk of the City Commission on June 9, 2023. Pursuant to public notice requirements outlined in ORC 4301.82, notice of the application was published in the Sandusky Register on June 9, 2023. If approved by City Commission, the application and ordinance must be subsequently submitted to the Ohio Division of Liquor Control for final approval before the expansion can be operational.

**Budgetary Information:** There are no direct costs associated with this legislation.

**Action Requested:** It is requested that legislation be adopted approving the expansion of the designated outdoor refreshment area and that it be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately submit the application and ordinance to the Ohio Division of Liquor Control so the DORA designations can be issued to the applicable permit holders and the expanded DORA can be operational at the earliest opportunity as the summer event schedule has already begun.

I concur with this recommendation:

---

John Orzech  
City Manager

---

Tom Horsman  
Communications Manager

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

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

**AN ORDINANCE EXPANDING THE DESIGNATED OUTDOOR REFRESHMENT AREA IN DOWNTOWN SANDUSKY; ESTABLISHING REQUIREMENTS TO ENSURE PUBLIC HEALTH AND SAFETY WITHIN SUCH AREA; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Ohio Revised Code §4301.82 permits the City of Sandusky to create and expand a Designated Outdoor Refreshment Area (DORA) within its corporate limits upon approval of the City Commission; and

**WHEREAS**, this City Commission approved the creation of a Designated Outdoor Refreshment Area in downtown Sandusky by Ordinance No. 21-094, passed on June 14, 2021; and

**WHEREAS**, on June 9, 2023, the City Manager submitted an application to this City Commission for approval to expand the Designated Outdoor Refreshment Area within the City of Sandusky to include 212 Hancock Street, as well as other future potential liquor-serving establishments in the downtown area; and

**WHEREAS**, pursuant to Ohio Revised Code §4301.82(C), notice of the filing of an Application for the expansion of the Designated Outdoor Refreshment Area was published in a newspaper of general circulation in the City on June 9, 2023; and

**WHEREAS**, pursuant to Ohio Revised Code §4301.82(F)(2), notice of this action by City Commission was published in a newspaper of general circulation in the City on July 6, 2023; and

**WHEREAS**, expansion of the Designated Outdoor Refreshment Area will serve to enhance the experiences of the patrons of the business establishments within the expanded area downtown; 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 submit the application and Ordinance to the Ohio Division of Liquor Control so the DORA designations can be issued to the applicable permit holders and the expanded DORA can be operational at the earliest opportunity as the summer event schedule has already begun; 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 hereby approves the Application for expansion of the Designated Outdoor Refreshment Area submitted to this City Commission on June 9, 2023, a copy of which is attached and marked Exhibit “1” and specifically incorporated as if fully rewritten herein, as having met the requirements of Ohio Revised Code Section 4301.82, thereby expanding the Designated Outdoor Refreshment Area in downtown Sandusky.

Section 2. In order to ensure public health and safety within the Designated Outdoor Refreshment Area, this City Commission establishes the following requirements:

(a) The specific boundaries of the Designated Outdoor Refreshment Area, including street addresses, are described in Section I of Exhibit “1” and Exhibits “A” and “B”, copies are which are attached to this Ordinance;

(b) There will be signs designating the boundary of the Designated Outdoor Refreshment Area, including the number, spacing, and type of signage as described in Exhibit “2”, a copy of which is attached to this Ordinance;

(c) The hours of operation for the Designated Outdoor Refreshment Area shall be Monday through Sunday from 9:00 a.m. to 12:00 midnight. The City Manager may temporarily suspend DORA operations in order to accommodate the permitting of special events that may occur within the boundaries of the DORA;

(d) A Sanitation Plan has been developed to maintain the appearance and public health of the Designated Outdoor Refreshment Area as described in Exhibit “C”, a copy of which is attached to this Ordinance;

(e) A Safety Plan has been developed to ensure public safety in the Designated Outdoor Refreshment Area as described in Exhibit “D”, a copy of which is attached to this Ordinance; and

(f) For purposes of the Designated Outdoor Refreshment Area, beer, wine, and intoxicating liquor shall only be served and consumed within the DORA in a specifically designated plastic cup approved by the City Manager’s Office; and

Section 3. Five (5) years from the effective date of the adoption of Ordinance No. 21-09, passed on June 14, 2021, City Commission shall review the operation of the Designated Outdoor Refreshment Area hereby expanded and shall either approve its continued operation or dissolve it and such review shall be repeated five (5) years after any subsequent approval of the Designated Outdoor

Refreshment Area.

Section 4. This City Commission may, at any time, dissolve all or part of the Designated Outdoor Refreshment Area.

Section 5. The Clerk of the City Commission be instructed to forward a copy of this Ordinance to the Ohio Division of Liquor Control and to the Investigative Unit of the Ohio Department of Public Safety.

Section 6. 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 7. 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 8. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: July 10, 2023



**Application to the Sandusky City Commission for  
the Expansion of the Downtown Sandusky  
Designated Outdoor Refreshment Area (DORA)**

Submitted June 9, 2023

The Office of the City Manager for the City of Sandusky, Ohio submits the following application to the Clerk of the Sandusky City Commission to expand the Designated Outdoor Refreshment Area in downtown Sandusky in accordance with ORC 4301.82.

By: John Orzech, Interim City Manager



## INTRODUCTION AND SUBMITTAL OF APPLICATION

The Office of the City Manager for the City of Sandusky respectfully submits this application to City Commission of Sandusky, Ohio to approve and expand the Downtown Sandusky Designated Outdoor Refreshment Area (DORA), pursuant to Ohio Revised Code (ORC) 4301.82. The proposed application meets all the state requirements.

On June 14, 2021, the Sandusky City Commission passed Ordinance 21-094, which created the Downtown Sandusky DORA. The DORA subsequently received approval from Ohio Liquor Control and officially opened on July 16, 2021. Since that time, Everwild Spirits opened at 212 Hancock Street, which sits just outside the current DORA boundaries. The City is requesting to expand the boundaries of the DORA to include Everwild Sprits, as well as other future potential liquor-serving establishments in the downtown area. The size of the current DORA is 121 acres and the proposed expanded DORA is 137 acres.

In order to consider the expansion of a DORA, the executive officer of the City of Sandusky must file an application with the City Commission that meets certain statutory requirements outlined in the Table of Contents. Within forty-five days after the date the application is filed with the Legislative Authority of a Municipal Corporation, the Legislative Authority shall publish a public notice of the application in one newspaper of general circulation in the Municipal Corporation as provided in section 7.16 of the Revised Code. The Legislative Authority shall ensure that the notice states that the application is on file in the office of the clerk of the Municipal Corporation and is available for inspection by the public during regular business hours.

Not earlier than 30, but not later than 60, days after the initial publication of the notice, the Legislative Authority must approve or disapprove the application. To approve the application, it must pass an ordinance or resolution by an affirmative majority vote. Upon the approval of expanding the DORA, the Legislative Authority must send notice of the approval and a description of the DORA to the Division of Liquor Control and the Investigative Unit in the Department of Public Safety. If the application is disapproved, the executive officer of the Municipal Corporation may make changes to secure approval.

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## I. BOUNDARY MAP OF PROPOSED DORA

In accordance with the ORC requirements, the boundaries of the DORA are depicted in the Appendix. The proposed expanded DORA is approximately 137 acres.

### DORA Street Boundary Listing

Street Name	Range	Even/Odd
Columbus Ave.	100-256	Even & Odd
Decatur St.	100-112	Even
E. Market St.	100-332	Even & Odd
E. Market St.	401-499	Odd
E. Shoreline Dr.	100-305	Even & Odd
E. Washington Row	100-165	Even & Odd
E. Water St.	100-337	Even & Odd
E. Water St.	411-701	Odd
E. Water St.	814	Even
Franklin St.	101-116	Even & Odd
Franklin St.	101-235	Odd
Hancock St.	100-255	Even & Odd
Jackson St.	100-265	Even & Odd
Meigs St.	100-225	Even & Odd
W. Market St.	100-220	Even & Odd
W. Market St.	327-433	Odd
W. Shoreline Dr.	100-409	Even & Odd
W. Shoreline Dr.	611	Odd
W. Washington Row	100-237	Even & Odd
W. Washington St.	201-333	Odd
W. Water St.	100-409	Even & Odd
Warren St.	124	Even
Wayne St.	100-160	Even & Odd

## II. POPULATION REQUIREMENT FOR DORA

The City of Sandusky, Ohio has a population of 25,095 according to the 2020 decennial census. This is less than 50,000 and therefore, in accordance with the O.R.C. § 4301.82(D), is eligible for consideration of two DORA districts. Regulations also specify that the DORA shall not exceed 320 contiguous acres for communities with less than 50,000 population.

## III. NATURE AND TYPES OF ESTABLISHMENTS

In accordance with 4301.82 (B)(2), the nature and types of establishments located within the DORA are as follows: The central business district is the primary hub of locally-owned small businesses, including retailers and restaurants, in addition to a mixture of office spaces, banks, apartments, hotels, and government establishments. Residential housing within the DORA consists primarily of upper-floor apartments and apartment towers.

#### IV. QUALIFIED PERMIT HOLDERS

In accordance with ORC 4301.82 (B)(3), the DORA will encompass not fewer than two qualified permit holders as defined by ORC 4301.82 (A)

Establishment Name	Address	Permit Class	Permit Number
Amaron Italian Restaurant	160 Wayne St.	D5J	4220454
Bait House Brewery	223 Meigs St.	A1A, A1C, D6	0379495
Barra	142 Columbus Ave.	D5J	99116300005
Barrel House	105 E. Shoreline Dr.	D5J	0072120 007212000003
Small City Taphouse / CLAG Brewing Company	202-218 Columbus Ave.	A1A, A1C, D6	8247685
Clubhouse No. 3	220 E. Water St.	D1, D2, D3, D6	8782222
Crowbar	206 W. Market St.	D5	7175545
Crush Wine Bar	139-145 Columbus Ave.	D5J	1839325
Dalys Pub	104 Columbus Ave.	D1, D2, D3, D3A	19091360005
Dockside Café	611 W. Shoreline Dr.	D5J	2223482
Everwild Spirits	212 Hancock St.	A1A, A3A, D6	25948070005
Goodtime I	109 W. Shoreline Dr.	D1, D2, D3, D3A	4975662
J Bistro	129 W. Market St.	D5J	5484929
Jax Bar LLC	123 W. Market St.	D5J	1968730
Jim's Pizza Box	301 W. Water St.	D5J	4920851
Landmark Kitchen & Bar	101 E. Water St.	D5J	3675208
Moseley's Rooftop	223 W. Water St.	D5J, D6	7722345
Noble Axes	127 E. Market St.	D1, D2, D3, D3A	0892199
OH Taco	223 W. Water St.	D5J, D6	772234500003
Paddle Bar	305 E. Water St.	D1, D2, D3, D3A, D5, D6	6620544
Sandusky Sailing Club	814 E. Water St.	D5J	7724203
Sandusky Yacht Club	529 E. Water St.	D4, D6	7724285 772428500003
Saucy Brew Works Sandusky	215 & 217 E. Water St.	A1A, A1C, D6	7764876
Shorehouse Tavern	306 W. Water St.	D5J	59477500005
State Theatre	107 Columbus Ave.	D5H	7724258
Tony's	115 W. Water St.	D5J	3466260
Vita	256 Columbus Ave.	D5J	5402040
Volsted	316 E. Water St.	D5J, D6	7073095
Wine Merchant	211 W. Water St.	D2	4975580
Wake Up and Waffle	122 E. Water St.	D5J, D6	9359414

SOURCE: Ohio Department of Commerce, Division of Liquor Control

## **V. LAND USE AND ZONING**

In accordance with 4301.82 (B)(4), the land uses within the expanded DORA are zoned Downtown Business District (DBD) and Commercial Recreation (CR) and are in accordance with the goals of the 2016 City of Sandusky Bicentennial Comprehensive Plan and Downtown Sandusky Master Plan.

The expansion of the DORA in downtown Sandusky aligns with the goals of the aforementioned planning documents to define this area as a desirable destination within the City as it provides yet another opportunity to not only support small businesses downtown - bars, restaurants, and retailers - but also another opportunity for promotion of the City. This promotion will support the desire to maintain a strong local economy and provide ambience that is attractive to patrons of the central business district.

The City of Sandusky's Zoning Map can be found in Exhibit B in the Sandusky DORA Application Appendix.

## **VI. PUBLIC SANITATION**

In accordance with ORC 4301.82 (B)(5), (F)(1)(e), and (F)(1)(f), a Public Sanitation Plan has been developed to ensure public safety in the DORA and help maintain the appearance and public health of the area within the DORA. The Public Sanitation Plan can be found in the Appendix of this application. The Public Sanitation Plan can be executed with existing staff.

## **VII. PUBLIC SAFETY**

In accordance with ORC 4301.82 (B)(5) and (F)(1)(d), a Public Safety Plan has been developed to ensure public safety in the DORA and help maintain the appearance and public health of the area within the DORA. The Public Safety Plan can be found in the Appendix of this application. The Public Safety Plan can be executed with existing staff.



## **VIII. SIGNAGE PLAN**

In accordance with the ORC 4301.82 (F)(1)(b), the City of Sandusky will install signage at all new entry/exit points of the DORA along the expanded boundaries. The signs will be mounted and located at all street intersections along the boundary of the DORA.

The signage will clearly mark the DORA boundary as well as any stipulations surrounding permitted activities inside and outside the boundary area.

## **IX. SANDUSKY DORA RULES OF OPERATION**

### **A. Hours of Operation**

In accordance with ORC 4301.82 (F)(1)(c), the hours of operation for the DORA will remain Monday-Sunday from 9:00am - midnight.

The applicant requests that City Commission reserve the right to allow the City Commission or City Manager to temporarily suspend DORA operations in order to accommodate the permitting of special events that may occur within the boundaries of the DORA.

### **B. Official DORA Cup**

In accordance with ORC 4301.82 (F)(1)(g), beer, wine, and intoxicating liquor shall only be consumed within the DORA as follows: Beer, wine, and intoxicating liquor shall only be served and consumed within the DORA in the specifically designated plastic cup approved by the City Manager's Office (the "Official Cup"). No other container will be permitted. Used cups must be disposed of before entering any establishment of a qualified permit holder. The approval of distribution of the DORA cups will be managed by the City Manager's Office. The City Manager may, upon mutual agreement, designate another organization to manage the sale and distribution of cups.

### **C. Additional Requirements**

In accordance with ORC 4301.82 (B)(5), and in conjunction with other rules, standards and requirements set forth in this application, additional rules and requirements are as follows

1. A person may have in the person's possession an open container of beer, wine, or intoxicating liquor at an outdoor location within the DORA if the open container of beer, wine, or intoxicating liquor was purchased from a qualified permit holder to which both of the following apply:

- a. The permit holder's premises is located within the DORA; and
- b. The permit held by the permit holder has an outdoor refreshment areadesignation; and
- c. The open container consists of an official DORA cup.

2. No person shall do any of the following:

- a. Enter the premises of an establishment of a qualified permit holder within the DORA while possessing an open container of beer, wine, or intoxicating liquor acquired elsewhere, or
- b. Possess an open container of beer, wine, or intoxicating liquor while being in or on a motor vehicle within the DORA, unless the possession is otherwise authorized under division (D) or (E) of ORC 4301.62.

## Appendix

**of the Application to the Sandusky City Commission for  
the expansion of a Designated Outdoor Refreshment Area (DORA),  
with specific boundaries, in downtown of Sandusky, Ohio**

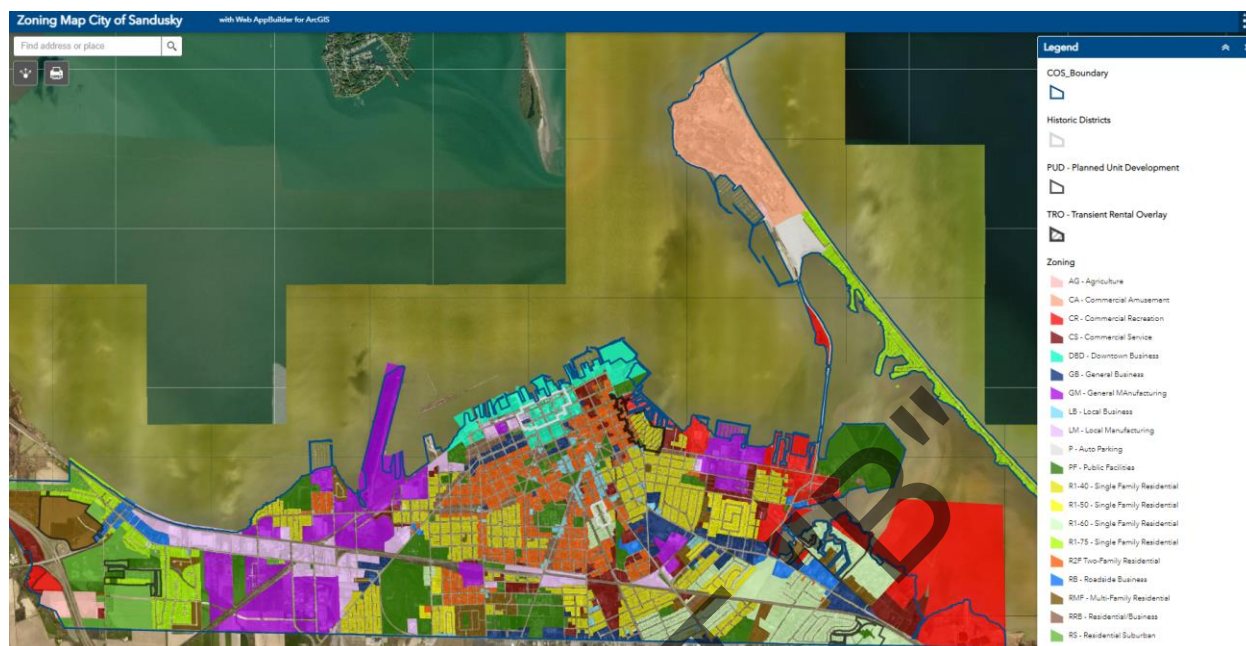
1. Exhibit A: DORA Boundary	10
2. Exhibit B: Official Zoning Map	11
3. Exhibit C: DORA Public Sanitation Plan	12
4. Exhibit D: DORA Public Safety Plan	13

EXHIBIT "A"

**Exhibit A: DORA Boundary****Size: 136.75 acres**

Source: ESRI, ArchGIS

## Exhibit B: Official Zoning Map



Online map available at [CityofSandusky.com/Zoning](http://CityofSandusky.com/Zoning)



### **Exhibit C: DORA Public Sanitation Plan**

The Public Sanitation Plan will provide a framework for maintaining the satisfactory appearance and public health of the proposed DORA, as well as the number of personnel needed to execute the Public Sanitation plan. The details are as follows:

- As of April 2023, there are currently 99 trash receptacles located in the proposed outdoor refreshment area. 87 trash cans are picked up daily, while the remaining 12 are picked up twice per week.
- Additional collections will be made on an as needed basis and will be serviced by the City's refuse collection contractor. The Division of Parks and Recreation will monitor the receptacles and coordinate additional collections, if needed.
- Trash receptacles may be relocated and additional trash receptacles may be added within the DORA at the discretion of the Division of Parks and Recreation. Upon approval of the City Commission, additional receptacles may be added by the City or any qualified permit holder, and the servicing of such additional non-City receptacles shall remain the responsibility of the installing entity.
- Each qualified permit holder located within the DORA shall be responsible for the collection of litter near or around the premises occupied by the permit holder.
- The Division of Parks and Recreation shall evaluate the need and frequency of street sweeping and servicing trash receptacles.

The City Manager and Parks and Recreation Superintendent have determined that the Public Sanitation Plan described herein is sufficient to maintain the appearance and public health expectations of areas within the DORA. This Public Sanitation Plan can be executed with the existing City of Sandusky personnel.

The City of Sandusky reserves the right to implement changes or modifications to the Public Sanitation Plan as needed from the commencement of the DORA until the dissolution of the DORA. Any significant changes will be communicated to all participating entities and stakeholders in DORA.

## **Exhibit D: DORA Public Safety Plan**

The Public Safety Plan will help maintain public safety within the DORA. This will be accomplished in the following manner:

- The Sandusky Police Department shall provide law enforcement services for the Designated Outdoor Refreshment Area. The Sandusky Police Department is located adjacent to the boundary of the Area. Uniformed officers will patrol the Area as part of their regular patrol responsibilities and shall provide primary law enforcement services.
- The on-duty supervisor shall ensure that appropriate attention is provided to the Area during the hours of operation. In the event of the presence of an above-average number of people within the Area, the on-duty supervisor shall assign additional officers as deemed necessary.
- The Area may be patrolled by foot, bicycle or cruiser.
- For planned events within or adjacent to the DORA that may draw larger than normal attendance, the Chief of Police may assign additional officers to patrol the DORA area or may call in mutual aid.
- Large special events may require the organizers to provide additional security by hiring off-duty police officers or private security personnel.

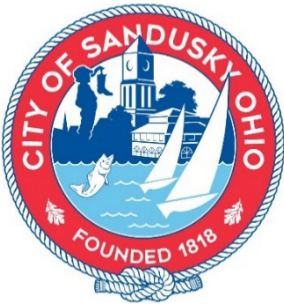
The City Manager and Chief of Police have determined that the Public Safety Plan described herein is sufficient to maintain the appearance and public health expectations of areas within the DORA. This Public Safety Plan can be executed with the existing City of Sandusky personnel.

The City of Sandusky reserves the right to implement changes or modifications to the Public Safety Plan as needed from the commencement of the DORA until the dissolution of the DORA. Any significant changes will be communicated to all participating entities and stakeholders in the DORA.

## Exhibit 2 - Signage

In accordance with ORC 4301.82 (F)(1)(b), the number, spacing, and type of signage designating the area will be as follows: City of Sandusky Public Works Department installed 26 boundary signs in 2021. The City will relocate six signs and add one additional sign at the spacing and location depicted below. The City anticipates the proposed signage locations will be adequate. Patron use will be monitored on an ongoing basis with additional signage installed where needed. Signage will clearly indicate with text that alcohol is not permitted beyond that point.





## DEPARTMENT OF PUBLIC WORKS

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

**To:** John Orzech, Interim City Manager

**From:** Aaron Klein, Director of Public Works

**Date:** June 27, 2023

**Subject:** Commission Agenda Item – Lease Agreement with Erie County Housing Opportunities, Inc.

**Items for Consideration:** Legislation approving and authorizing the City Manager to enter into a Lease Agreement with Erie County Housing Opportunities, Inc. (ECHO).

**Background Information:** Per ordinance 19.115, the City contracted with Environmental Design Group (EDG) to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of the Sandusky Bay Pathway project. The property outlined below in yellow at the north end of Carroll Avenue is owned by Erie County Housing Opportunities, Inc. See the attached exhibit for an exact layout on this parcel (PPN 59-00108.000).



Governed by federal rules ECHO is not allowed to provide easements but is permitted to enter into leases for a maximum of 99 years. Hence, the agreement is based on discussions between ECHO and the City of Sandusky staff to coordinate pathway alignment in conjunction with easements already obtained from the Erie County Health Department (ECHD). The 99-year lease totals 0.055 acres and will be utilized for construction and maintenance of the pathway.

**Budgetary Information:** The appraised value of the lease area is \$4,080.00, which would be paid with one lump sum payment upon execution of the agreement utilizing funds made available to the City of Sandusky through the American Rescue Plan Act Stimulus Funds.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Lease Agreement with Erie County Housing Opportunities, Inc., and that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow Erie County Housing Opportunities to sign the contract at their next board meeting and proceed with finalizing plans for the pathway. .

I concur with this recommendation:

---

John Orzech  
Interim City Manager

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



## CERTIFICATE OF FUNDS

In the Matter of: Erie County Housing Opportunities-Sandusky Bay Pathway

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

Account #240-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/6/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ERIE COUNTY HOUSING OPPORTUNITIES, INC. FOR THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission authorized and directed the City Manager to enter into an agreement for professional design services with Environmental Design Group, LLC, of Akron, Ohio, to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of the Sandusky Bay Pathway Project, by Ordinance No. 19-115, passed on June 24, 2019; and

**WHEREAS**, Erie County Housing Opportunities, Inc. (ECHO) is the owner of property located at 511 Carroll Avenue, Parcel No. 59-00108.000, and as governed by federal rules, ECHO is not allowed to provide easements but is permitted to enter into leases for a maximum of 99 years; and

**WHEREAS**, this Lease Agreement will allow the City to coordinate pathway alignment in conjunction with easements already obtained from the Erie County Health Department, for the continuation of the Sandusky Bay Pathway; and

**WHEREAS**, the cost for the lease of the property is \$4,080.00 and will be paid with American Rescue Plan Act (ARPA) Stimulus Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow Erie County Housing Opportunities to execute the agreement at their next board meeting and proceed with finalizing plans for the pathway; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Lease Agreement with Erie County Housing Opportunities, Inc. for the purpose of utilizing for the Sandusky Bay Pathway, a copy of which is attached and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein.

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

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

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

Passed: July 10, 2023

## Lease Agreement

This Lease Agreement ("Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, is between the Erie County Housing Opportunities, Inc. ("Lessor") an Ohio Non-profit corporation located at \_\_\_\_\_, and the City of Sandusky ("Lessee") an Ohio municipality located at 240 Columbus Avenue, Sandusky, Ohio 44870.

### Recitals

WHEREAS, the Lessor is the owner of the property with the parcel number 59-00108.000, which is more particularly described in Exhibit "A"; and

WHEREAS, the Lessee desires this Agreement to complete the Sandusky Bay Pathway; and

WHEREAS, the Sandusky Bay Pathway will connect the Lessor's properties to the Erie County Health Department Building located at 420 Superior Street, Sandusky, Ohio 44870.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, Lessor and Lessee agree as follows:

### Article 1. Description of Premises.

The Lessor does hereby lease and demise to the Lessee the following area ("Leased Area") situated in Erie County and State of Ohio. The Leased area is completely marked and delineated on the map and legal description attached hereto and made a part hereof, in Exhibit "A" and Exhibit "B."

### Article 2. Use of Leased Area.

The Leased Area is leased to the Lessee for the construction and maintenance of the Sandusky Bay Pathway. The Lessee may erect any structures or fixtures in order to complete and maintain the Pathway during the term of this Agreement.

### Article 3. Term.

This Agreement shall be for a period of ninety-nine (99) years, renewable forever, commencing on [START DATE, 2023].

Article 4. Restoration of Leased Area.

If the Lessor terminates this Agreement for any reason prior to the expiration of this Agreement, the Lessee shall not be responsible for restoring the Leased Area to the same condition as when received by the Lessee.

Article 5. Lessor's Title and Indemnification.

The Lessor covenants and represents that to the best of its knowledge and belief it has full right and power to execute and perform this Lease and grant the estate demised herein, and covenants and agrees that the Lessee shall peaceably hold and enjoy the Leased Area during the term without any interruption or disturbance from the Lessor.

The Lessor further covenants and agrees to defend the Lessee's rights hereunder against all claims and indemnify the Lessee against all losses and expenses incurred by the Lessee as a result of those claims. This Section shall survive the expiration of this Agreement.

Article 6. Mortgage of Property.

The Lessor shall not mortgage or convey any interest in or to its fee interest in the Leased Area during the term of this Agreement.

Article 7. Covenants to Run with the Leased Area.

The covenants contained in this Lease shall run with the Leased Area, and shall bind any heirs, executors, administrators, assigns, and successors of the Lessor and Lessee.

Article 8. Successors and Assigns.

The terms and conditions of this Agreement shall bind and inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the Leased Area.

Article 9. Public Use.

The Lessor shall not, in any manner, interfere with the enjoyment and use of the Leased Area's Pathway by the general public for the term of this Agreement.

Article 10. Notices.

Any notices required to be given to the Grantor or Grantee shall be given by certified mail, return receipt requested, or by a national delivery service which obtains a receipt for delivery, at the addresses set forth in the first paragraph of this Agreement, or to such other address as a party may designate from time to time by giving notice to the other party.

Article 11. Complete Agreement.

This is the complete Agreement between the Parties. No oral or other representations not stated herein shall be enforceable. This Agreement may be modified by a written Amendment, signed by both Parties and attached hereto.

Article 12. Severability.

If any provision of this Agreement is declared or found to be unenforceable, the balance of this Agreement shall be unaffected and remain in full force and effect.

Article 13. Ohio Law.

This Agreement is governed by Ohio law. Should litigation arise under this Agreement, the sole jurisdiction and venue shall be in the Erie County Court of Common Pleas.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement, all as of the date hereinbefore written.

WITNESSES:

**LESSOR:**

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[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in \_\_\_\_\_ and \_\_\_\_\_ for said County and \_\_\_\_\_ State, personally appeared \_\_\_\_\_ and acknowledged his execution of the foregoing instrument and by its authority and that the same is his voluntary act and deed on behalf of \_\_\_\_\_.

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

Notary Public

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

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement, all as of the date hereinbefore written.

WITNESSES:

**LESSEE: CITY OF SANDUSKY**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
JOHN ORZECH  
INTERIM CITY MANAGER

STATE OF OHIO   )  
                              ) ss:  
ERIE COUNTY     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said County and State, personally appeared John Orzech, Interim City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved as to Form:

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





City of Sandusky

PPN 59-00108.000 LEASE ACQUISITION

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of lot 4 on Carrol Avenue, and is part of land now or formerly owned by Erie County Housing Opportunities, Inc and being more fully described as follows:

Commencing at the intersection of the northeasterly corner of said Erie County Housing Opportunities Inc land parcel 59-00108.000 and the westerly right of way line of Carroll Street;

1. Thence S 01° 53' 32" E along the easterly right of way of said Carroll Street and westerly line of parcel number 59-00108.000, nor or formerly owned by Erie County Housing Opportunities Inc., a distance of 21.84 feet to a point;
2. Thence S 88° 03' 04" W, a distance of 109.13 feet to the westerly line of said Erie County Housing Opportunities Inc land;
3. Thence N 01° 58' 54" W along the westerly line of said Erie County Housing Opportunities Inc. parcel, a distance of 21.76 feet to the northwesterly corner of said Erie County Housing Opportunities land;
4. Thence N 88° 00' 27" E along the southerly line of parcel number 59-62003.00, now or formerly owned by Erie County Combined General Health District Board of Health a distance of 109.16 feet to the point of beginning and containing 0.055 acres of land more or less;

This lease description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group.

The above described easement lies within Erie County Auditor Parcel Number 59-00108.000.

Dennis W. Stoffer, P.S. 7604

CORPORATE

450 Grant Street / Akron, OH 44311

P 330.375.1390 / F 330.375.1590

TF 800.835.1390

COLUMBUS OFFICE

7965 North High Street, Suite 050

Columbus, Ohio 43235

CLEVELAND OFFICE

2814 Detroit Avenue

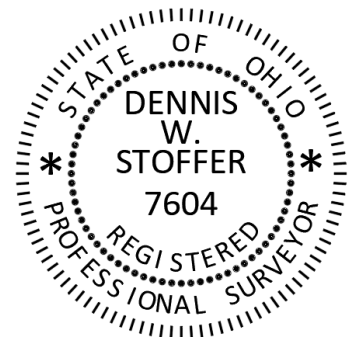
Cleveland, Ohio 44113

MARIETTA OFFICE

204 Front Street

Marietta, Ohio 45750

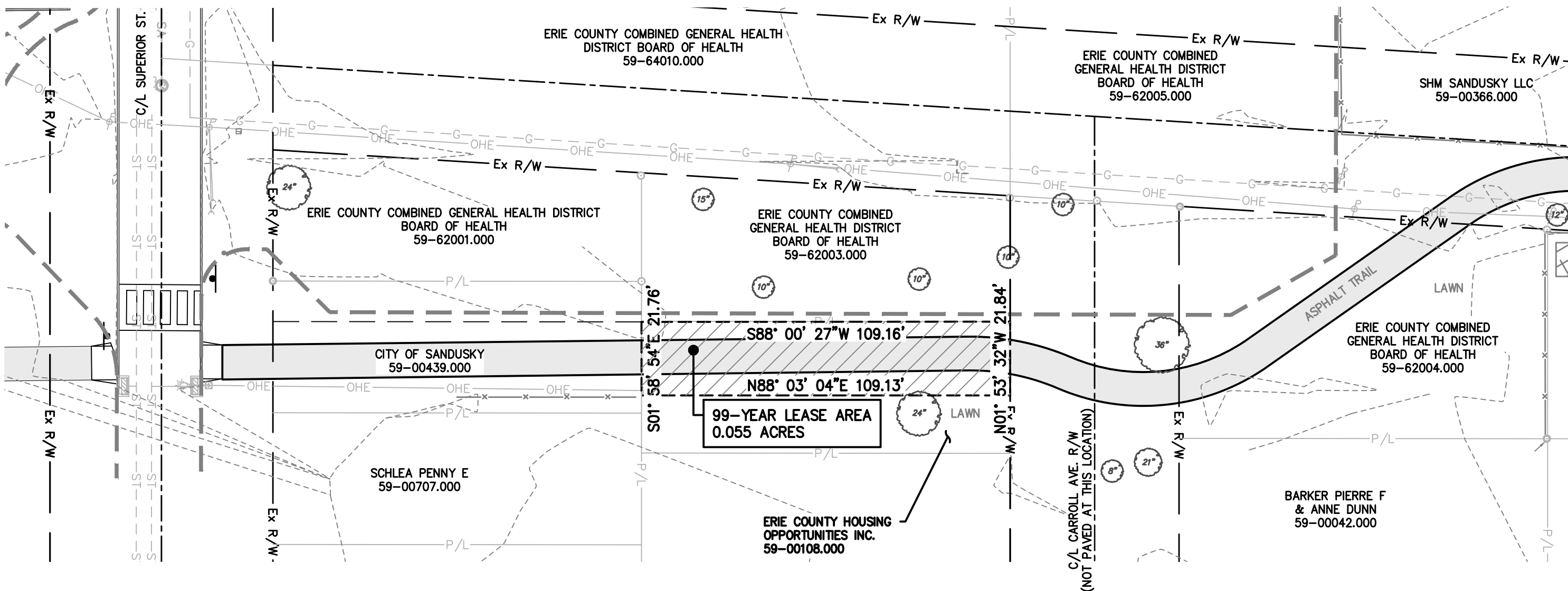
[envdesigngroup.com](http://envdesigngroup.com)



*The community impact people.*

CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE / PLANNING / SURVEYING / ENVIRONMENTAL SERVICES / CONSTRUCTION MANAGEMENT

E:\SANDUSKY\17-00196-020 BAY PATHWAY DESIGN\CADD\EXHIBITS\ASEMENT EXHIBITS\70101ERIE COUNTY HOUSING OPPORTUNITIES INC.DWG - 5/25/2023 10:50:00 AM



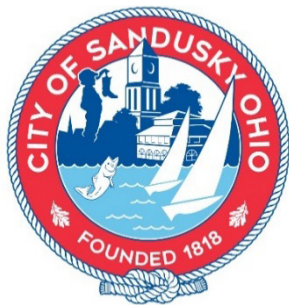
**LEGEND**

	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	EXISTING RIGHT-OF-WAY
	EXISTING PROPERTY LINE



**Environmental Design Group**  
AKRON / CLEVELAND / COLUMBUS  
HQ 450 GRANT ST., AKRON, OH 44311  
P 330.375.1390 / TF 800.835.1390  
W ENVDESIGNGROUP.COM

**SANDUSKY BAY PATHWAY  
CITY OF SANDUSKY**  
ERIE COUNTY HOUSING OPPORTUNITIES INC EASEMENTS  
FEBRUARY 6, 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: Aaron M. Klein, P.E.

Date: June 27, 2023

**Subject: Commission Agenda Item – Professional Design Services Agreement with Strand Associates for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements**

**ITEM FOR CONSIDERATION:** Legislation for approval to enter into a Professional Design Services Agreement with Strand Associates Inc. (Strand) of Cincinnati, Ohio, for preliminary design the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements.

**BACKGROUND INFORMATION:** The South Side Neighborhood Plan (Plan) was formally adopted on May 8, 2023 at the Sandusky City Commission meeting. One of the focal points of this document was improvements of recreation and utility infrastructure within the MacArthur Park neighborhood, which is bounded by North Forest Drive, East Forest Drive, South Forest Drive and West Forest Drive, including Parkview Boulevard and Forest Drive. Hence, this is the first project that staff is seeking to advance from the Plan. Developing the most cost-effective, non-intrusive strategy for the underground sewer and water infrastructure for the residents around Churchwell Park, while not interfering with the vision of recreational opportunities within Churchwell Park as outlined in the Plan is of utmost importance.

A request for Qualifications (RFQ) for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements project directed interested consultants to submit qualifications to the Department of Public Works no later than March 29, 2023. Seven (7) qualification packages were received and evaluated by a selection committee, with City staff requesting the top three ranked firms to attend an interview. Once all interviews were completed, City staff selected Strand Associates to be the best fit for this project because of their relevant project experience, professional expertise and past success with similar projects. A Scope of Services (SOS), dated June 28, 2023 is included with the agreement for professional design services.

Existing sewers and water mains are undersized for long-term sustainability and improperly located within the recreational area of Churchwell Park; one sewer even passing under a residential structure. Discussions between Planning staff, Public Works staff and Strand resulted in the need for a more detailed preliminary evaluation of options prior to commencing detailed design. The attached SOS includes an analysis of three utility options within MacArthur Park: 1) relocating sewer and water infrastructure to the adjacent rights of way, 2) rehabilitation of the existing infrastructure with minor relocation, and 3) full relocation of the utilities to the perimeter of the park within newly established easements. It is typically easier to locate utilities in the roadway, but this would likely require reconfiguration of plumbing within each residence since it currently exits from the backs of the structures. Therefore, it is imperative to complete this evaluation prior to proceeding with final design.

Synergizing utility locations with an appropriate park layout within Churchwell Park will also be incorporated into the preliminary design phase. Strand will prepare three potential concepts based on the approved Plan, which had included an extensive public involvement period. Budgetary cost estimates will help staff determine which concepts can proceed to final design. Once this preliminary design phase is completed in the fall, staff will present an amendment to the agreement for final design services.

**BUDGETARY INFORMATION:** The total cost for final design shall not exceed \$110,000.00. The Erie County Health Department provided reimbursable grant funds totaling \$275,000 for this project through a Memorandum of Understanding (MOU), of which \$149,750 was spent on the South side Neighborhood Plan. Therefore, this phase of design would be paid with Capital Funds but reimbursed entirely from the remaining funds on this grant. Detailed design would utilize the remaining grant funds as well as funding made available to the City of Sandusky through the American Rescue Plan Act (ARPA) which must be encumbered by the end of 2024.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to enter into Professional Design Services Agreement with Strand Associates for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements 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 proceed with services and complete the preliminary design so the invoice can be submitted to the Erie County Health Department for reimbursement by the end of year pursuant to the MOU.

I concur with this recommendation:

---

John Orzech  
Interim City Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: Churchwell & Macarthur Park Profession Design

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

Account # 431-4351-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/6/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH STRAND ASSOCIATES, INC. OF CINCINNATI, OHIO, FOR THE CHURCHWELL PARK RECREATION IMPROVEMENTS AND MACARTHUR PARK ROADWAY AND UTILITY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission approved a Memorandum of Understanding (MOU) with the Erie County Board of Health for the reimbursement of costs for the design and revitalization of Churchwell Park as part of the South Side Plan by Ordinance No. 23-048, passed on February 27, 2023; and

**WHEREAS**, this City Commission approved and adopted the South Side Plan by Ordinance No. 23-106, passed on May 8, 2023; and

**WHEREAS**, one of the focal points of the South Side Plan was improvements of recreation and utility infrastructure within the MacArthur Park neighborhood, which is bounded by North Forest Drive, East Forest Drive, South Forest Drive and West Forest Drive, including Parkview Boulevard and Forest Drive, and the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements Project is the first project to commence from the Plan; and

**WHEREAS**, a Request for Qualifications (RFQ) was issued for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements Project in which seven (7) qualifications were received and evaluated by a selection committee and based upon their experience, professional expertise and technical ability necessary to complete the required tasks, Strand Associates, Inc. of Cincinnati, Ohio, was selected as the most qualified; and

**WHEREAS**, Strand Associates Inc. will be providing professional services for the preliminary design phase for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements 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**, once the preliminary design phase is completed, an Amendment to the Agreement for final design services with Strand Associates Inc. will be presented to the City Commission for approval; and

**WHEREAS**, the cost of the Professional Design Services is \$110,000.00 and will initially be paid with Capital Funds and then reimbursed from the Erie County Board of Health through the Ohio Department of Health's Ohio Healthy Improvement Zones Grant 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 in order to proceed with services and complete the preliminary design so the invoice can be submitted to the Erie County Health Department for reimbursement by the end of

year pursuant to the Memorandum of Understanding; 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 Strand Associates, Inc., of Cincinnati, Ohio, for professional design services for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00).

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: July 10, 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 Strand Associates (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: Churchwell Park Recreation Improvements  
and MacArthur Park Roadway and Utility  
Improvements

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

Architect/Engineer:  
Contact:  
Address:

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 \_\_\_\_\_. 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.

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

Strand Associates

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

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

CERTIFICATE OF FUNDS

In the matter of: \_\_\_\_\_

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

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

CITY OF SANDUSKY, OHIO

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

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

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

## **EXHIBIT A—Scope of Services**

1. Review existing project area information provided by the City, including available geographic information systems data, record drawings, closed-circuit television footage of existing utility condition, previously prepared plans, available information about buried on site utilities and potential utility easements, and previously completed public input information. The project area includes the streets surrounding Churchwell Park, which is bounded by North Forest, West Forest, East Forest, and South Forest Drives.
2. Evaluate the feasibility of rehabilitation of the existing water, sanitary sewer, and storm sewer utilities in the project area in their current location.
3. Prepare preliminary opinions of probable construction cost (OPCC) for the following:
  - 3.1. Relocation of the existing water and sanitary sewer infrastructure out of Churchwell Park and into the right-of-way.
  - 3.2. Rehabilitation of the existing water and sanitary sewer utilities in their current location.
  - 3.3. Replacement of the water and sanitary sewer utilities in the vicinity of their current location.
4. Prepare up to three potential conceptual Churchwell Park layouts based upon the elements included in the Southside Neighborhood Plan (prepared by others), and other available information related to the unique history of the area and the preferences of the public. Include a budgetary range of costs for the three alternatives.
5. Develop a preliminary concept level range of OPCCs for the major components of the Churchwell Park modifications as defined by the Southside Neighborhood Plan.
6. Develop preliminary OPCC for the proposed roadway replacements including pavement, sidewalks, and accessibility and pedestrian access modifications.
7. Prepare a funding review of potential available funding sources which could be suitable for the future phases of this project, and summarize the funding sources and associated timelines and criteria.
8. Assist the City planning team with preparation of a visual preference and park amenity priorities survey to collect local resident preferences on the components of the project to be addressed in Phase 1. This effort anticipates preparation of visuals and information to be used by the City planning team and participation at one in-person public meeting. City shall conduct survey.
9. Prepare a preliminary OPCC for the City-selected park concept plan, organized by by key park element, for City to consider project phasing.
10. Participate in a virtual workshop with the City to review the findings of the above scope items in conjunction with the City's currently available budget for Phase 1 of this project to review the components of the project to consider as part of Phase 1.
11. Attend up to four virtual meetings or conference calls with the City, one in-person meeting with the City, and one in-person public meeting.



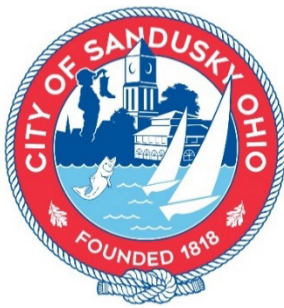
12. Provide geotechnical services as follows:
- 12.1. Conduct five borings within existing pavement drilled to 15 feet deep or auger refusal.
  - 12.2. Perform five feet of rock core in up to three borings if rock is encountered above ten feet deep.
  - 12.3. Backfill borings with cuttings, or as required by local laws, codes, and ordinances. Repair the existing pavement surface with quick-set concrete.
  - 12.4. Provide traffic control in accordance with Detail TA-18 of the Ohio Manual on Uniform Traffic Control Devices.
  - 12.5. Conduct laboratory testing including moisture content, Atterberg limits, and grain size sample analyses on up to ten samples for the purposes of assessing near-surface (i.e., subgrade) soils. Conduct up to two compressive strength tests on recovered rock core samples.
  - 12.6. Prepare a geotechnical report including subgrade and utility construction considerations. The report will include a vicinity map; locations of borings; logs of borings; regional geology description (including discussions of geohazard items such as karst); summary of subsurface conditions; and discussions and recommendations addressing site preparation, earthwork, earthwork, fill placement and compaction, groundwater, and pavement subgrade report.

#### **Schedule**

Services will begin upon execution of this Agreement, which is anticipated the week of July 10, 2023. Services are scheduled for completion by September 29, 2023.

#### **Compensation**

City shall compensate Engineer on a lump sum basis for an estimated fee of \$110,000.



## 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: Joshua R. Snyder, P.E., Public Works Engineer

Date: June 27, 2023

Subject: **Commission Agenda Item - Change Order 1 & Final for the Meigs Street Reconstruction Project**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of Change Order 1 & Final for the Meigs Street Reconstruction & Multi-Use Path Project.

**BACKGROUND INFORMATION:** Legislation was unanimously passed at the March 14, 2022, City Commission meeting awarding a construction contract for the Meigs Street Reconstruction & Multi-Use Path Project to Underground Utilities Inc., of Monroeville, OH per Ordinance 22-048 in the amount of \$1,808,344.80. This project provided for the reconstruction of two blocks of Meigs Street, as well as replacing the water main, and installing a sanitary sewer to separate them, resurfacing 4 other blocks adding a bike path for all 6 blocks as well as new driveway aprons for the East side of the road and resurfacing 6 blocks South of Washington Street. Because this an ODOT project, there was no contingency funds built into the bid for encountering unforeseen conditions or circumstances.

The contract is seeing an overall increase of \$41,646.13 (2.3%), as the following items required additional work and/or materials as noteworthy increases:

- Item 39, MH Adjusted to Grade – the bid quantity did not account for adjustments South of Washington Street. These ended up being required due to the final pavement buildup being thicker than before.
- Item 54, Aggregate Base – More aggregate base used on bike path portion than estimated.
- Item 56, Asphalt Surface Course – Additional variable depth of paving at Market Street and Washington Street intersections to match adjacent streets. This required more quantity than was estimated in the bid.
- Item 58, Asphalt Intermediate Course – Additional material was required due to water and sewer trenches at Washington and Water Street, as the full depth limits extended just South of Washington Street. This required more quantity than was estimated in the bid.
- Item 54, Aggregate Base – More aggregate base was required in construction than was calculated within the bid quantity.
- Item 62, 6" Ductile Iron Pipe – More pipe was used than planned to tie in the side-streets water main lines.
- Item 79, 6" conduit type "B" – Upon construction of the water main line, the contractor encountered a couple of unmarked sewers, that were subsequently damaged and needed to be reconnected.
- Item 233, Catch Basin – This was added for a historically poor draining area in the pavement South of Washington Street. The grading issue here was caught prior to final paving.

As part of the change order, a time extension was granted to the contractor as there were several supplier issues with steel castings for manholes and catch basins, as well as local asphalt and concrete plants restricting daily shipments during the course of this project. The original completion date was set for September 2, 2022, and was presented for approval of November 11, 2022. ODOT is in concurrence with these differences within the work items.

**BUDGETARY INFORMATION:** The original contract with Underground Utilities Inc., was \$1,808,344.80. Change order #1 is an overall increase of \$41,646.13, increasing the contract total to \$1,849,990.93. The change order increases amounts to be paid with ODOT Funds in the amount of \$13,071.64; Sewer Funds in the amount of \$14,031.52; and Issue 8 Street Funds in the amount of \$20,365.11 and Water Funds will be decreased in the amount of \$5,822.14.

**ACTION REQUESTED:** It is recommended that an ordinance for Change Order #1 and Final for the Meigs Street Reconstruction & Multi-Use Path Project to Underground Utilities Inc., of Monroeville, OH for an increase to the contract of \$41,646.13, bringing the total contract price to \$1,849,990.93 be approved and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to make payment to the contractor for work already performed and items already installed in the field and to close out the completed project.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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Aaron Klein, P.E.  
Director

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

# CHANGE ORDER

## PROJECT

ERI-CR505-0.00 Meigs St  
PID 105033  
City of Sandusky

C.O. # 1

DATE June 16, 2023

## CONTRACTOR

Underground Utilities Inc  
416 Monroe Street  
Monroeville, Ohio 44847

## OWNER

City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870

## CHANGE ORDER DETAIL

Ref. #	Description	Part Code	Quantity	Unit	Unit Price	Amount
	See Detail Sheet for All Items					
					<b>Total</b>	<b>\$ 41,646.13</b>

Funding \ Participation Codes:

01	100% Project Funds - (80% Federal - 20% Local)
02	100% Local Funds

## EXPLANATION OF NECESSITY

The Contractor hereby agrees to the Contract changes set forth in this Change Order and releases the Owner from any further obligation for compensation of any known or suspected direct or indirect costs of the work included herein.

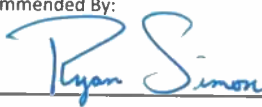

See Attached Sheet for Explanation by Reference Number

## CHANGE TO CONTRACT PRICE

Original Contract Price	\$ 1,808,344.80
Current Contract Price - Adjusted by Previous Change Order(s)	\$ -
Increase \ Decrease Due to this Change Order	\$ 41,646.13
New Contract Price - Including This Change Order	\$ 1,849,990.93

## CHANGE TO CONTRACT TIME

Original Contract Completion Date	October 28, 2022
Contract Time (Days) Due to this Change Order	209 Days
Current Contract Completion Date	May 25, 2023

Recommended \ Approved By:	Signature	Date
<b>ENGINEER \ CONST. MGR.</b> K.E. McCartney & Associates Ryan Simon, Constr. Serv. Mgr.	Recommended By: 	6/23/2023
<b>CONTRACTOR</b> Precision Paving, Inc. Wes Stein, Proj. Mgr.	Approved By: 	6/23/23
<b>OWNER</b> City of Sandusky - PW Engineer Joshua Snyder, P.E.	Approved By:	

# CHANGE ORDER DETAIL

## PROJECT

ERI-CR505-0.00 Meigs St  
PID 105033  
City of Sandusky

## C.O. #

1

## DATE

June 16, 2023

## CONTRACTOR

Underground Utilities Inc  
416 Monroe Street  
Monroeville, Ohio 44847

## OWNER

City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870

Ref. #	Description	Part. Code	Quantity	Unit	Unit Price	Amount
4	Pavement Removed	01	118.77	SY	\$ 6.00	\$ 712.62
5	Walk Removed	01	(1,677.55)	SF	\$ 0.60	\$ (1,006.53)
6	Curb Removed	01	(175.30)	FT	\$ 2.00	\$ (350.60)
7	Pipe Removed	01	(155.00)	FT	\$ 8.00	\$ (1,240.00)
8	Catch Basin Removed	01	1.00	EA	\$ 150.00	\$ 150.00
9	Catch Basin Abandoned	01	(2.00)	EA	\$ 400.00	\$ (800.00)
10	Fill and Plug Existing Conduit	01	(200.00)	FT	\$ 18.00	\$ (3,600.00)
11	Excavation	01	11.00	FT	\$ 40.00	\$ 440.00
12	Excavation, As Per Plan	01	(85.00)	CY	\$ 30.00	\$ (2,550.00)
14	Subgrade Compaction	01	3,580.60	SY	\$ 1.00	\$ 3,580.60
15	Proof Rolling	01	(1.00)	HOURL	\$ 200.00	\$ (200.00)
19	Fence, Snow	01	(611.00)	FT	\$ 6.00	\$ (3,666.00)
20	4" Concrete Walk	01	62.90	SF	\$ 5.00	\$ 314.50
21	Curb Ramp	01	371.20	SF	\$ 6.00	\$ 2,227.20
22	Detectable Warning	01	(64.00)	SF	\$ 23.00	\$ (1,472.00)
23	4" Deep Pipe Underdrains, As Per Plan	01	(156.00)	FT	\$ 5.00	\$ (780.00)
24	4" Base Pipe Underdrains	01	(1,280.50)	FT	\$ 6.00	\$ (7,683.00)
25	6" Unclassified Pipe Underdrain	01	(100.00)	FT	\$ 10.00	\$ (1,000.00)
26	Aggregate Drains	01	(100.00)	FT	\$ 8.00	\$ (800.00)
27	4" Conduit, Type F for Underdrain Outlet	01	(58.00)	FT	\$ 8.00	\$ (464.00)
28	6" Conduit, Type B	01	(382.70)	FT	\$ 6.00	\$ (2,296.20)
29	6" Conduit, Type C	01	(400.00)	FT	\$ 5.00	\$ (2,000.00)
30	6" Conduit, Type E	01	(200.00)	FT	\$ 5.00	\$ (1,000.00)
31	6" Conduit, Type F	01	(297.00)	FT	\$ 5.00	\$ (1,485.00)
32	12" Conduit, Type B	01	76.00	FT	\$ 98.00	\$ 7,448.00
33	15" Conduit, Type B	01	5.00	FT	\$ 140.00	\$ 700.00
34	24" Conduit, Type B	01	(110.00)	FT	\$ 150.00	\$ (16,500.00)
35	Catch Basin, No. 3	01	1.00	EA	\$ 3,000.00	\$ 3,000.00
39	Manhole Adjusted to Grade	01	19.00	EA	\$ 600.00	\$ 11,400.00
40	Precast Reinforced Concrete Outlet	01	(2.00)	EA	\$ 200.00	\$ (400.00)
41	Tied Concrete Block Mat, Type 1	01	(10.00)	SY	\$ 70.00	\$ (700.00)
42	Bioretention Cell	01	(94.00)	CY	\$ 100.00	\$ (9,400.00)
43	Soil Analysis Test	01	(2.00)	EA	\$ 100.00	\$ (200.00)
44	Topsoil	01	5.00	CY	\$ 25.00	\$ 125.00
45	Seeding and Mulching	01	32.10	SY	\$ 6.00	\$ 192.60
46	Repair Seeding & Mulching	02	1,295.20	SY	\$ 3.00	\$ 3,885.60
47	Inter Seeding	01	(117.00)	SY	\$ 3.00	\$ (351.00)
49	Lime	01	(0.48)	ACRE	\$ 100.00	\$ (48.00)
50	Water	01	(17.00)	MGAL	\$ 30.00	\$ (510.00)
52	Pavement Planning, Asphalt Concrete	01	(135.30)	SY	\$ 2.00	\$ (270.60)
53	Asphalt Concrete Base, PG64-22	01	14.90	CY	\$ 145.00	\$ 2,160.50
54	Aggregate Base	01	200.70	CY	\$ 60.00	\$ 12,042.00
55	Tack Coat	01	(51.90)	GAL	\$ 2.25	\$ (116.78)

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## CONTRACTOR

Underground Utilities Inc  
416 Monroe Street  
Monroeville, Ohio 44847

## OWNER

City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870

Ref. #	Description	Part. Code	Quantity	Unit	Unit Price	Amount
56	Asphalt Concrete Surface Course, Type 1	01	50.60	CY	\$ 185.00	\$ 9,361.00
57	Asphalt Concrete Intermediate Course, Type 1	01	(55.00)	CY	\$ 185.00	\$ (10,175.00)
58	Asphalt Concrete Intermediate Course, Type 2	01	41.70	CY	\$ 170.00	\$ 7,089.00
59	6" Non-Reinforced Concrete Pavement, Class QCMS	01	(30.50)	SY	\$ 56.00	\$ (1,708.00)
60	Curb, Type 6	01	75.30	FT	\$ 16.00	\$ 1,204.80
62	6" Ductile Iron Pipe	01	39.80	FT	\$ 260.00	\$ 10,348.00
63	8" Ductile Iron Pipe	02	1.20	FT	\$ 270.00	\$ 324.00
64	12" Ductile Iron Pipe	02	13.70	FT	\$ 305.00	\$ 4,178.50
65	20" Water Main Ductile Iron Pipe	02	9.60	FT	\$ 290.00	\$ 2,784.00
66	3/4" Copper Service Branch	02	6.30	FT	\$ 96.00	\$ 604.80
67	1" Copper Service Branch	02	57.00	FT	\$ 135.00	\$ 7,695.00
68	6" Gate Valve & Valve box	01	1.00	EA	\$ 1,200.00	\$ 1,200.00
70	12" Gate Valve and Valve Box	02	(2.00)	EA	\$ 2,800.00	\$ (5,600.00)
74	Valve Box Adjusted to Grade	01	(4.00)	EA	\$ 300.00	\$ (1,200.00)
77	Water Work, Misc: Existing Valve Removed	01	1.00	EA	\$ 50.00	\$ 50.00
79	6" Conduit, Type B	02	31.00	FT	\$ 180.00	\$ 5,580.00
80	8" Conduit, Type B	02	6.50	FT	\$ 190.00	\$ 1,235.00
81	10" Conduit, Type B	02	(3.60)	FT	\$ 202.00	\$ (727.20)
82	12" Conduit, Type B	01	1.33	FT	\$ 350.00	\$ 465.50
84	6" Diameter Pipe, Sanitary Service Tap	02	63.30	FT	\$ 95.00	\$ 6,013.50
85	8" Diameter Pipe, Sanitary Service Tap	02	(54.00)	FT	\$ 100.00	\$ (5,400.00)
86	10" X 6" Wye Fitting	02	(3.00)	EA	\$ 200.00	\$ (600.00)
87	10" X 8" Wye Fitting	02	(6.00)	EA	\$ 300.00	\$ (1,800.00)
88	Ground Mounted Support, No. 3 Post	01	37.50	FT	\$ 12.00	\$ 450.00
90	Sign, Double Faced, Street Name, As Per Plan	01	(18.00)	EA	\$ 125.00	\$ (2,250.00)
91	Removal of Ground Mounted Sign and Disposal	01	(1.00)	EA	\$ 15.00	\$ (15.00)
92	Removal of Ground Mounted Sign and Reerection	01	(1.00)	EA	\$ 75.00	\$ (75.00)
93	Disposal	01	(1.00)	EA	\$ 15.00	\$ (15.00)
97	Edge Line, 6" White	01	(0.30)	MILE	\$ 5,000.00	\$ (1,500.00)
98	Center Line	01	0.08	MILE	\$ 7,000.00	\$ 560.00
99	Stop Line	01	68.00	FT	\$ 8.00	\$ 544.00
100	Crosswalk Line	01	(53.00)	FT	\$ 3.00	\$ (159.00)
101	Parking Lot Stall Marking	01	(121.00)	FT	\$ 2.00	\$ (242.00)
102	Delineator Post, Surface Mounted	01	(24.00)	EA	\$ 150.00	\$ (3,600.00)
108	Traffic Compacted Surface, Type A or B	01	(26.01)	CY	\$ 50.00	\$ (1,300.50)
109	Traffic Compacted Surface, Type C	01	(50.00)	CY	\$ 50.00	\$ (2,500.00)
110	Law Enforcement Officer With Patrol Car	01	(80.00)	HOURL	\$ 85.00	\$ (6,800.00)
112	Replacement Sign	01	(10.00)	EA	\$ 192.00	\$ (1,920.00)
113	Replacement Drum	01	(13.00)	EA	\$ 64.00	\$ (832.00)
114	Asphalt Concrete for Maintaining Traffic	01	(50.00)	CY	\$ 250.00	\$ (12,500.00)
115	Work Zone Edge Line, Class I, 4", 642 Paint	01	(0.59)	MILE	\$ 6,000.00	\$ (3,540.00)

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Ref. #	Description	Part. Code	Quantity	Unit	Unit Price	Amount
116	Water	01	(30.00)	MGAL	\$ 30.00	\$ (900.00)
118	Field Office, Type B	01	(6.00)	MNTH	\$ 500.00	\$ (3,000.00)
121	Tensar (TX7) Based Roadway Stabilization	01	102.40	SY	\$ 8.41	\$ 861.18
200	CO#1: Storm Water Pollution Prevention Plan	01	1.00	LS	\$ 1,350.00	\$ 1,350.00
201	Storm Water Pollution Prevention Inspections	01	7,344.00	FT	\$ 1.00	\$ 7,344.00
202	CO#1: Storm Water Pollution Prevention Inspection Software	01	5,806.35	EA	\$ 1.00	\$ 5,806.35
203	CO#1: Erosion Control	01	5,158.28	FT	\$ 1.00	\$ 5,158.28
204	CO#1: REV Meter Pit-3/4" Copper Service Branch (66)	02	7.00	EA	\$ 189.50	\$ 1,326.50
205	CO#1: REV Meter Pit-1" Copper Service Branch (67)	02	4.00	EA	\$ 190.50	\$ 762.00
206	CO#1: REV Meter Pit - City Std Meter Pit (76)	02	10.00	EA	\$ 86.40	\$ 864.00
207	CO#1: REV 20" Water Main DIP to PVC (65)	02	(1.00)	LS	\$ 13,370.05	\$ (13,370.05)
208	CO#1: 20" GV & Valve Box to 16" GV & VB (71)	02	(3.00)	EA	\$ 7,522.00	\$ (22,566.00)
209	CO#1: REV Karl Foerster to Little Blue Stem (105)	01	42.00	EA	\$ 5.40	\$ 226.80
210	CO#1: Doghouse Manhole No. 3 (38)	01	7.00	EA	\$ 1,200.00	\$ 8,400.00
211	CO#1: 12"x6" Tee & Valve to 16"x6" T&V (65)	02	1.00	EA	\$ 2,447.14	\$ 2,447.14
212	CO#2: Flap Gate	01	1.00	LS	\$ 7,603.84	\$ 7,603.84
213	CO#2: F/A #4 Repair Unmarked STM Sewer	02	1.00	LS	\$ 5,052.67	\$ 5,052.67
214	CO#2: Storm Sewer Lateral	01	45.50	FT	\$ 69.63	\$ 3,168.17
215	CO#2: F/A #3 Temp Relocate Unmarked AT&T Cable	02	1.00	LS	\$ 1,317.66	\$ 1,317.66
216	CO#2: F/A #2 Abandon Unmarked Water services	02	1.00	LS	\$ 1,483.00	\$ 1,483.00
217	CO#2: F/A #1 Existing 12" WV Failure Sta 5+24	02	1.00	LS	\$ 1,181.15	\$ 1,181.15
218	CO#2: F/A #5 Temp Relocate Unmarked AT&T Cable	02	1.00	LS	\$ 2,105.04	\$ 2,105.04
219	CO#2: F/A #8 Sanitary Dye Testing	02	1.00	LS	\$ 464.01	\$ 464.01
220	CO#2: F/A #9 8in Storm lateral	01	1.00	LS	\$ 530.41	\$ 530.41
221	CO#2: F/A #13 Repair 24in Stm joint	01	1.00	LS	\$ 559.46	\$ 559.46
222	CO#2: F/A #6 Water conflict w/Unmarked Stm swr	02	1.00	LS	\$ 1,670.38	\$ 1,670.38
223	CO#2: F/A #12 Abandon Sanitary Laterals	02	1.00	LS	\$ 2,748.99	\$ 2,748.99
224	CO#2: F/A #11 Sanitary Cut in Wye	02	1.00	LS	\$ 2,110.69	\$ 2,110.69
225	CO#2: F/A #15 Unmarked ATT Cable Sta 35+36 SAN	02	1.00	LS	\$ 1,510.74	\$ 1,510.74
226	CO#2: F/A #14 Unmarked ATT Cable Sta 10+25 WAT	02	1.00	LS	\$ 2,093.51	\$ 2,093.51
227	CO#2: F/A #16 Museum STM to CB23	01	1.00	LS	\$ 4,541.99	\$ 4,541.99
228	Erosion Control Matting	01	1.00	LS	\$ 136.06	\$ 136.06
229	Bike Path Abandoned Sewer Lateral	02	1.00	LS	\$ 847.65	\$ 847.65
230	Delineators, Material Only	01	24.00	EA	\$ 102.60	\$ 2,462.40
231	MH 105 Material Invoice	01	1.00	LS	\$ 1,509.95	\$ 1,509.95
232	Bioswale River Rock Gravel	02	24.00	TON	\$ 32.40	\$ 777.60
233	Catch Basin at STA 24+25	01	1.00	EA	\$ 8,398.77	\$ 8,398.77
234	ODOT 104.02 Adjustment	01	1.00	LS	\$ 11,944.48	\$ 11,944.48
Totals						\$ 41,646.13

Funding \ Participation Codes:

01  
02

100% Project Funds - (80% Federal - 20% Local)  
100% Local Funds



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City of Sandusky

**C.O. #**

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**DATE**

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Underground Utilities Inc  
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Monroeville, Ohio 44847

**OWNER**

City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870

## EXPLANATION OF NECESSITY

**Ref. # 118**

The field office was non-performed at this City's direction.

**Ref. # 200, 201, 202, 203 (Extra Work)**

The reference items listed above were omitted from the original design and are being added to comply with the Ohio EPA, General Construction Stormwater National Pollutant Discharge Elimination System permits, and ODOT SS 832.

**Ref.# 204, 205, 206 (Extra Work)**

At the owner's direction, the water meter pit detail was revised to meet City standards. The contractor submitted material price increases that were reviewed for conformity with the specifications and the costs are acceptable for the work being performed.

**Ref. # 207, 208**

Due to industry wide material availability delays and at the owner's request, the 20" ductile iron watermain has been replaced with 16" PVC which was more readily available and less impactful to the schedule of the project. This material change resulted in a credit to the project.

**Ref.# 209 (Extra Work)**

At the owner's request, the material for this item has been revised to avoid potential safety (line of sight) issues resulting from the large size of the plant originally specified. A smaller species will replace it. The owner agrees to this material price increase.

**Ref.# 210 (Extra Work)**

The plans call for new storm manholes to be installed in line with an existing 24" brick sewer. To reduce the disturbance of the brick sewer, the contractor proposed switching to doghouse manholes. The contractor submitted a cost analysis for this additional work. The cost analysis was reviewed for conformity with the specifications and the costs are acceptable for the work being performed.



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**EXPLANATION OF NECESSITY****Ref.# 211 (Extra Work)**

The 12"x6" Tee & Valve at W/L Sta 10+25 will be non-performed due to future development. As a result it is necessary to reconnect the existing 6" waterline to the new main at approximate W/L Sta 10+20. This change in material will result in a price increase. The cost was reviewed for conformity with the specifications and the costs are acceptable for the work being performed.

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## EXPLANATION OF NECESSITY

### Ref. # 212

**Installation of flap gate at approximate Sta 35+45. This will result in the non-performance of drainage run D14 and Manhole #29.** The contractor submitted a cost analysis for this additional work. The cost analysis was reviewed for conformity with the specifications and the costs are acceptable for the work being performed since it was also below the unit cost of similar work performed on ODOT projects.

### Ref. # 213

**The contractor repaired an unmarked sewer after trenching through it during waterline install at Sta 10+32.** With the approval of the City, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

### Ref. # 214

**The contractor installed a new 6" Storm lateral at Sta 2+23 LT and 3+35 LT.** The contractor submitted a cost analysis for this additional work. The cost analysis was reviewed for conformity with the specifications and the costs are acceptable for the work being performed since it was also below the unit cost of similar work performed on ODOT projects.

### Ref. # 215

**The contractor temporarily relocated an unmarked existing AT&T cable at Sta 34+75 so they could trench for waterline installation.** To mitigate the field conditions encountered and fulfill the intent of the project and plans, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

### Ref. # 216

**The contractor abandoned unmarked water meters and services.** With the approval of the City, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

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## EXPLANATION OF NECESSITY

### Ref. # 217

**After the water valve at Sta 5+24 LT was shut down it was unable to be reopened. It was necessary for the contractor to reconnect the 6" waterline at Sta 4+98 to return service to the affected customers.** With the approval of the City, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

### Ref. # 218

**The contractor temporarily relocated an unmarked existing AT&T cable at Sta 34+75 so they could trench for sanitary installation.** To mitigate the field conditions encountered and fulfill the intent of the project and plans, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

### Ref. # 219

**The contractor performed sanitary lateral dye testing at 131 & 209 Meigs St and 630 Market St.** With the approval of the City, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

### Ref. # 220

**The contractor encountered an unmarked existing 8" storm sewer at Sta 0+88 and reconnected it to the 24" storm sewer.** To mitigate the field conditions encountered and fulfill the intent of the project and plans, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

### Ref. # 221

**During 12" waterline installation at Sta 10+25, the existing 24" storm sewer had a joint that needed repaired.** To mitigate the field conditions encountered and fulfill the intent of the project and plans, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

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## EXPLANATION OF NECESSITY

### Ref. # 222

**While installing the 8" waterline at Sta 6+45 RT, an unmarked storm sewer was encountered. It was necessary to deflect the waterline to a new alignment.** To mitigate the field conditions encountered and fulfill the intent of the project and plans, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

### Ref. # 223

**The contractor was directed by the City to abandon the planned sanitary laterals at Sta 2+95 & 2+64 after it was discovered they did not exist.** With the approval of the City, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

### Ref. # 224

**The contractor was directed by the City dig up the new sanitary main and install a new sanitary service at Sta 3+71.** With the approval of the City, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

### Ref. # 225

**The contractor worked around an unmarked existing AT&T cable at Sta 35+36 so they could install the 12" sanitary sewer.** To mitigate the field conditions encountered and fulfill the intent of the project and plans, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

### Ref. # 226

**The contractor excavated and trenched around an unmarked existing AT&T cable at Sta 10+25 so they could install a 12" gate valve.** To mitigate the field conditions encountered and fulfill the intent of the project and plans, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

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## EXPLANATION OF NECESSITY

### Ref. # 227

The plans called for the removal of the CB at Sta 33+88 LT. As a result, it was necessary to reconnect an unmarked storm sewer from an existing CB to CB 23. With the approval of the City, the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

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## EXPLANATION OF NECESSITY

**Ref. #** 4, 5, 6, 7, 8, 11, 12, 14, 15, 20, 21, 22, 24, 27, 28, 31, 32, 33, 34, 35, 39, 42, 44, 45, 46, 50, 52, 53, 54, 55, 56, 58, 59, 60, 62, 63, 64, 65, 66, 67, 70, 74, 77, 79, 80, 81, 82, 84, 86, 87, 88, 90, 91, 92, 93, 97, 98, 99, 100, 101, 108, 115, 121

The quantities for the above reference items have been determined from actual field measurements and/or calculations for the work completed and accepted on the project.

**Ref. #** 9, 10, 19, 23, 25, 26, 29, 30, 40, 41, 43, 46, 47, 49, 57, 85, 102, 109, 110, 112, 113, 114, 116

The reference items listed above were non-performed and not needed to complete the project and fulfill the intent of the plans per the engineer/owner.

**Ref. #** 228

Erosion Control Matting was necessary to prevent washout and erosion near Meigs and Market Street Catch Basin on the southeast quadrant. The contractor submitted a cost analysis for this additional work. The cost analysis was reviewed for conformity with the specifications and the costs are acceptable for the work being performed.

**Ref. #** 229

During excavation for the bike path installation, an abandoned sewer lateral collapsed, causing a sink hole in the proposed path. This work includes the filling in of the abandoned lateral with additional stone. With the approval of the City the contractor performed this work under force account. The force account was reviewed for conformance with the specifications and the costs associated with labor, equipment, and material were acceptable.

**Ref. #** 230

Delineators were delivered to the City for installation at a later time. This extra work item is for the material costs of the delineators only. The City agrees to perform this work per the attached material invoice.

**Ref. #** 231

MH 105 was non-performed, but the structure was ordered prior to work being cancelled. This extra cost item is for the material costs of the manhole structure delivered to the City. The City agrees to perform this work per the attached material invoice.

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416 Monroe Street  
Monroeville, Ohio 44847

**OWNER**

City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870

## EXPLANATION OF NECESSITY

**Ref. # 232**

This extra work item includes the additional material cost only to install a washed gravel river rock in place of the gravel specified in the details. This was a request made by the City to provide a more aesthetic retention basin. The City agrees to perform this work per the attached material invoice.

**Ref. # 233**

An additional catch basin was installed at STA 24+25 RT to eliminate water ponding and promote positive drainage on Meigs St just South of Washington Ave. This extra work item includes labor and material to complete the catch basin installation as well as an additional mobilization for the paving contractor to return after the catch basin was installed. The contractor submitted a cost analysis for this additional work. The cost analysis was reviewed for conformity with the specifications and the costs are acceptable for the work being performed.

**Ref. # 234**

ODOT 104.02 Adjustments were processed in accordance with ODOT C&MS.

# CHANGE ORDER DETAIL

**PROJECT**

ERI-CR505-0.00 Meigs St  
PID 105033  
City of Sandusky

**C.O. #**

1

**DATE**

June 16, 2023

**CONTRACTOR**

Underground Utilities Inc  
416 Monroe Street  
Monroeville, Ohio 44847

**OWNER**

City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870

**EXPLANATION OF NECESSITY****Contract Time Extension**

In order to complete the punchlist, it is necessary to extend the completion date until 5/25/2023.

By signing this FINAL change order, the contractor acknowledges that there will not be any future claims for additional compensation on this project.



## CERTIFICATE OF FUNDS

In the Matter of: Meigs Street Reconstruction – Change Order #1

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

Account # 461-6200-55990, 431-6870-55990, 613-6870-55990

By: 

Michelle Reeder

Finance Director

Dated: 7/6/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY UNDERGROUND UTILITIES, INC. OF MONROEVILLE, OHIO, FOR THE MEIGS STREET RECONSTRUCTION & MULTI-USE PATH PROJECT IN THE AMOUNT OF \$41,646.13; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission approved the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance for the Meigs Street Reconstruction & Multi-Use Path Project and, if awarded, approving an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) by Resolution No. 056-16R, passed on September 26, 2016; and

**WHEREAS**, the Meigs Street Reconstruction & Multi-Use Path Project involved the reconstruction of two (2) blocks of Meigs Street, as well as replacing the water main, installing a sanitary sewer, resurfacing four (4) other blocks adding a bike path for all six (6) blocks as well as new driveway aprons for the East side of the road and resurfacing six (6) blocks South of Washington Street; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed Meigs Street Reconstruction & Multi-Use Path Project by Resolution No. 006-22R, passed on January 10, 2022; and

**WHEREAS**, the City Commission approved the awarding of the contract to Underground Utilities, Inc. of Monroeville, Ohio, for work to be performed for the Meigs Street Reconstruction & Multi-Use Path Project by Ordinance No. 22-048, passed on March 14, 2022; and

**WHEREAS**, this First & Final Change Order reflects additional work performed and materials needed during the contract period and includes adjustments to grade south of Washington Street, more aggregate base on the bike path and in construction than estimated, additional variable depth of paving at Market Street and Washington Street intersection, additional material required due to water and sewer trenches at Washington and Water Streets extended south of Washington Street, more pipe used than planned, unmarked sewers that were damaged and required reconnection, adding catch basin due to grading issue caught prior to final paving, as well as extending the completion date from September 2, 2022 to November 11, 2022; and

**WHEREAS**, the original contract with Underground Utilities, Inc. of Monroeville, Ohio, was \$1,808,334.80 and with the addition of this First & Final Change Order in the amount of \$41,646.13, the final contract cost is \$1,849,990.93, and the change order will increase the amounts to be paid with ODOT funds in the amount of \$13,071.64, Sewer Funds in the amount of \$14,031.52, and Issue 8 Street Funds in the amount of \$20,365.11, and the Water Funds will be decreased by \$5,822.14; and

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

order to make payment to the contractor for work already performed and items already installed in the field and to close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Meigs Street Reconstruction & Multi-Use Path Project in an amount **not to exceed** Forty-One Thousand Six Hundred Forty-Six and 13/100 Dollars (\$41,646.13) resulting in the final contract cost of One Million Eight Hundred Forty-Nine Thousand Nine Hundred Ninety and 93/100 Dollars (\$1,849,990.93) with Underground Utilities, Inc. of Monroeville, Ohio, and to extend the completion date from September 2, 2022, to November 11, 2022.

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.

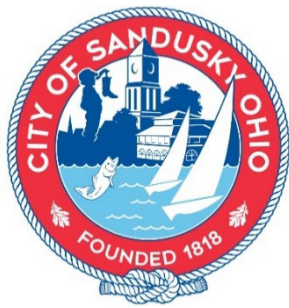
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City

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: July 10, 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.

Date: June 27, 2023

**Subject: Commission Agenda Item – Award a Contract to Erie Blacktop Inc., of Sandusky, Ohio for the 2023 Community Development Block Grant (CDBG) Street Rehabilitation Project**

**ITEM FOR CONSIDERATION:** Requesting legislation awarding a contract to Erie Blacktop Inc., of Sandusky, Ohio for the 2023 CDBG Street Rehabilitation Project.

**BACKGROUND INFORMATION:** Legislation was presented at the May 22, 2023, City Commission meeting requesting permission to bid the 2023 CDBG Street Rehabilitation Project (Resolution 024-23R). The project will address ten (10) of the worst “qualifying” asphalt street sections in the City, based on staff observations and feedback, complaints received, other planned work and the independent TransMap survey data compiled in 2015.

Areas to be addressed as part of the base bid;

<b>Baltimore Street</b>	Cable St to Finch St
<b>Decatur Street</b>	W Monroe to W Jefferson St
<b>Neil Street</b>	Columbus Ave to Wayne St
<b>Scott Street</b>	Hancock St to Franklin St
<b>West Madison Street</b>	Pearl St to Camp St
<b>West Madison Street</b>	McDonough St to Lawrence St
<b>West Madison Street</b>	Fulton St to Columbus Ave

The following bids were received on Tuesday, June, 20, 2023, at a formal bid opening:

Precision Paving	Base Bid:	\$280,048.00
Milan, Ohio	Alternate A:	\$46,348.10
100% Bid Bond	Alternate B:	\$47,947.65
	Alternate C:	\$25,574.40
<b>Erie Blacktop Inc.</b>	<b>Base Bid:</b>	<b>\$241,504.10</b>
<b>Sandusky, Ohio</b>	Alternate A:	\$38,744.75
<b>100% Bid Bond</b>	Alternate B:	\$39,351.95
	<b>Alternate C:</b>	<b>\$21,707.05</b>

The Engineer's Estimate for the base bid work was set at \$264,839.61, after reviewing bids Erie Blacktop provided a complete bid at lowest and best, furthermore, the base bid coming in under the estimate allows the City to award Alternate C, which includes the addressing the roadway surface along **Scott Street** from Franklin to Warren Streets.

**BUDGETARY INFORMATION:** The total construction cost shall not exceed \$263,211.15, paid for using federal Community Development Block Grant Funds.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to award a contract to Erie Blacktop Inc., of Sandusky, Ohio in an amount not to exceed \$263,211.15 for the 2023 CDBG Street Rehabilitation 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 the contractor to complete the project prior to the construction completion deadline of November 17, 2023.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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Aaron M. Klein, P.E.  
Director

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

## CERTIFICATE OF FUNDS

In the Matter of: 2023 CDBG Street Rehab Project – Erie Blacktop

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

Account # 241-4447-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/6/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ERIE BLACKTOP INC. OF SANDUSKY, OHIO, FOR THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STREET REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, TransMap performed a citywide pavement survey in 2015, which Staff updated through late 2022, only removing street segments that are planned for paving work in the Capital Plan and the segments that have been paved since the completion of the study; and

**WHEREAS**, the 2023 Community Development Block Grant (CDBG) Rehabilitation Project involves the resurfacing of the ten (10) worst “qualifying” asphalt street segments in the City, based upon Staff observations and feedback, complaints received, other planned work, and the updated TransMap survey, and will address sections of roadway on Baltimore, Decatur, Neil, Scott, and West Madison Streets and also includes Alternate Bid C which includes another section of roadway on Scott Street; and

**WHEREAS**, this City Commission declared the necessity to proceed with the 2023 Community Development Block Grant (CDBG) Rehabilitation Project by Resolution No. 024-23R, passed on May 22, 2023; and

**WHEREAS**, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Erie Blacktop Inc. of Sandusky, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total construction cost of this project based on bid is \$263,211.15 and will be paid with Community Development Block Grant (CDBG) Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the project to be completed prior to the construction completion deadline of November 17, 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 Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a contract with Erie Blacktop Inc. of Sandusky, Ohio, for the 2023 Community



Development Block Grant (CDBG) Street Rehabilitation Project in an amount **not to exceed** Two Hundred Sixty-Three Thousand Two Hundred Eleven and 15/100 Dollars (\$263,211.15) consistent with the bid submitted by Erie Blacktop Inc. of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: July 10, 2023



## FIRE DEPARTMENT

600 West Market Street

Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

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

**TO: John Orzech, Interim City Manager**

**FROM: Mario D'Amico III, Fire Chief**

**DATE: June 27, 2023**

**RE: Commission Agenda Item – Purchase of a 2026 Sutphen Monarch Custom Pumper**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to purchase one (1) 2026 Sutphen Custom Pumper with Sutphen Monarch Extreme Duty Chassis from Sutphen Corporation of Dublin, Ohio, through the Sourcewell Cooperative Purchasing Program schedule contract #113021-SUT.

**BACKGROUND INFORMATION:** It has been determined by the Fire Chief, Fleet Maintenance Foreman and the committee members from the Sandusky Fire Department to replace the 2005 Pierce Dash Engine (923) as it has exceeded its useful life as a front line engine and replace it with a 2026 Sutphen Custom Pumper with Sutphen Monarch Extreme Duty Chassis. The 2005 Pierce Dash Engine will be placed in a reserve status along with the current reserve 2002 Pierce Snuzzle Engine.

The price includes a \$50,000 contingency that can be used for engine price increases, loose equipment, additional options, etc. The unit shall be manufactured completely and delivered approximately 39-45 months from the date of the contract signing.

**BUDGETARY INFORMATION:** The total amount for the 2026 Sutphen Custom Pumper with Sutphen Monarch Extreme Duty Chassis purchase is **\$957,681.00** through the Sourcewell Cooperative Purchasing Program Schedule contract #113021-SUT. The cost of this purchase will be paid from Capital Funds.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to purchase the 2026 Sutphen Custom Pumper with Sutphen Monarch Extreme Duty Chassis from Sutphen Corporation of Dublin, Ohio, through the Sourcewell Cooperative Purchasing Program schedule contract #113021-SUT in an amount not to exceed **\$957,681.00**. It is also requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the order to be placed as soon as possible as the lead time for delivery is approximately 39-45 months from receipt of a signed contract.

**Approved:**

**I concur with this recommendation:**

\_\_\_\_\_  
Mario D'Amico III, Fire Chief

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

Cc: Brendan Heil, Law Director, Michelle Reeder, Finance Director



**PURCHASE AGREEMENT**  
**FOR SUTPHEN FIRE APPARATUS**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the \_\_\_\_\_ City of Sandusky \_\_\_\_\_ of \_\_\_\_\_ Sandusky, OH \_\_\_\_\_, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PURCHASE PRICE:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of Nine Hundred Fifty Seven Thousand Six Hundred Eighty One & 0/100 (\$ 957,681.00 ) payable in full upon delivery.

Changes to National Fire Protection Association ("NFPA"), Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in part availability or vendor relationships that impact the cost to manufacture the truck may also incur additional charges which shall be borne by the purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be memorialized by a signed change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to Purchaser as soon as it reasonably believes any provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at \_\_\_\_\_ Sutphen Corporation \_\_\_\_\_ within approximately 39-45 Months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.



4. SUTPHEN WARRANTIES: Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. TESTING SHORTAGES: The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.
7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By \_\_\_\_\_  
Sales Representative

Accepted at office  
SUTPHEN CORPORATION  
6450 Eiterman Road  
Dublin, Ohio 43016

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

PURCHASER

THE \_\_\_\_\_ City of Sandusky

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_





# SUTPHEN

## PROPOSAL

**TO THE:**

City of Sandusky  
Sandusky, OH

**DATE:** June 12th, 2023

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**One (1) Sutphen Custom Pumper on Sutphen Monarch Extreme Duty Chassis  
Complete and Delivered for the Total Sum of .....\$957,681.00\***

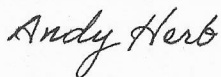
*\*This price includes a \$50,000 contingency that can be used for engine price increases, loose equipment, additional options, etc.*

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **39-45** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for **thirty (30) days**. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission).

Respectfully submitted,



Andy J. Herb  
Herb Fire Equipment  
Authorized Representative for Sutphen Corporation  
614-329-1610



**SUTPHEN CORPORATION**

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

## CERTIFICATE OF FUNDS

In the Matter of: 2026 Sutphen Monarch Custom Pumper

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 # 431-1330-54090, 431-6503-54090

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

*Michelle Reeder*

Michelle Reeder

Finance Director

Dated: 7/6/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF A 2026 SUTPHEN CUSTOM PUMPER WITH CUSTOM SUTPHEN MONARCH EXTREME DUTY CHASSIS THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FROM SUTPHEN CORPORATION OF DUBLIN, OHIO, FOR THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, a determination was made by the Fire Chief, Fleet Maintenance Foreman, and committee members from the Sandusky Fire Department that there is a need to replace a 2005 Pierce Dash Engine (923), currently used as a front line engine, with a 2026 Sutphen Custom Pumper with Custom Sutphen Monarch Extreme Duty Chassis; and

**WHEREAS**, the 2005 Pierce Dash Engine (923) will be placed in reserve status along with the current reserve 2002 Pierce Snozzel Engine (922); 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 2026 Sutphen Custom Pumper with Custom Sutphen Monarch Extreme Duty Chassis that has been competitively bid and made available through the membership from Sutphen Corporation of Dublin, Ohio; and

**WHEREAS**, the cost for the 2026 Sutphen Custom Pumper with Custom Sutphen Monarch Extreme Duty Chassis is \$957,681.00, which includes a \$50,000 contingency that can be used for engine price increases, loose equipment, additional options, etc., 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 order to be placed as soon as possible as the lead time for delivery is approximately 39-45 months from receipt of a signed contract; and

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

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



Section 1. This City Commission authorizes and directs the City Manager to enter into an agreement for the purchase of a 2026 Sutphen Custom Pump with Sutphen Monarch Extreme Duty Chassis from Sutphen Corporation of Dublin, Ohio, through the Sourcewell Cooperative Purchasing Program (Contract #113021-SUT), at an amount not to exceed Nine Hundred Fifty-Seven Thousand Six Hundred Eighty-One and 00/100 Dollars (\$957,681.00).

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: July 10, 2023