SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
SEPTEMBER 11, 2023 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE

INVOCATION	Mr. Waddington
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	August 28, 2023 Regular Meeting
AUDIENCE PARTICIPATION	
INTRODUCTION	New Police Officer, Courtney Gielas, by Chief Oliver
PUBLIC HEARING	Consolidated Annual Performance & Evaluation Report for CDBG, Nicole Grohe
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

CONSENT AGENDA

ITEM A – Submitted by Michelle Reeder, Finance Director

AMENDMENT TO AGREEMENT WITH STATE OF OHIO FOR AUDITING SERVICES FOR 2022

Budgetary Information: The additional cost of $738 will be paid from the general fund ($369), water fund ($184.50) and sewer fund ($184.50).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the agreement with the Auditor of the State of Ohio for services to perform the City's audit for the fiscal year 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Megan Stookey, Project Manager

APPROVAL OF 2022 SIDEWALK REPAIR & REPLACEMENT PROJECT CHANGE ORDER 1 & FINAL WITH KREIMES

Budgetary Information: The original contract with Kreimes was $121,116.33, Change Order 1 is an increase of $1,385.45 and shall be paid for with Issue 8 infrastructure funds from the Capital Projects Fund, total contract at the end of the project $122,501.78.

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 Kreimes Co. Inc. of Sandusky, Ohio, for the 2022 Sidewalk Repair & Replacement Project in the amount of $1,385.45; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Megan Stookey, Project Manager

APPROVAL OF ENCROACHMENT LICENSE AGREEMENT FOR 320 BELL STREET

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

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Renee L. Brown and Josiah P. Brown Sr., to provide for the use of a certain portion of the City's alley as described in the grant of a license for encroachment; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Megan Stookey, Project Manager

APPROVAL OF PERMANENT UTILITY EASEMENT TO COLUMBIA GAS ON EAST MARKET STREET

Budgetary Information: The cost of preparing the legal description and the recording of this easement will be borne by Columbia Gas of Ohio, Inc.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to grant a permanent utility easement to Columbia Gas of Ohio, Inc. on City property platted as Market Grounds between Hancock Street and Franklin Street, Sandusky ; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Josh Snyder, Public Works Engineer

AMENDMENT OF RESOLUTION #036-23R & OPWC APPLICATION FOR DOWNTOWN PAVING PROJECT

Budgetary Information: There is no cost to submit the application. If awarded, any matching funds required would be incorporated into the 2024 budget. The cost of the project is currently estimated at $492,615. The City is applying for $246,307.50 (50%) of OPWC funds. The City's portion of the project is $246,307.50 (50%) and will be paid with annual resurfacing funds from the City's 2024 budget.

RESOLUTION NO. _____: It is requested a resolution be passed amending Ordinance No. 036-23R, passed on August 28, 2023; authorizing the submission of an application by the City Manager for financial assistance and to enter into a project agreement with the Ohio Public Works Commission (OPWC) in order to participate in the Ohio Public Works Commission's State Capital Improvement and/or Local Transportation Improvement

Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Downtown Street Paving Project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA

ITEM 1 – Submitted by Josh Snyder, Public Works Engineer

AWARD BUTLER STREET RECONSTRUCTION PROJECT CONTRACT TO GREAT LAKES

Budgetary Information: The total construction cost of the project based on bids is $890,479.50 which will be paid for with 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 contract with Great Lakes Demolition of Clyde, Ohio, for the Butler Street Reconstruction Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Josh Snyder, Public Works Engineer

APPROVAL OF LINING REPAIR & REPLACEMENT TO INSIDE BIWW DOME BY ADVANCED REHABILITATION

Budgetary Information: The total cost shall not exceed $29,920 which includes materials, delivery, installation, warranties and contingencies, which shall be paid for with Water Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for lining repair and replacement to the inside of the dome building at the Big Island Water Works (BIWW) plant by Advanced Rehabilitation Technology, LLC of Bryan, Ohio, through the Purchasing Cooperative of America (PCA) purchasing program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Josh Snyder, Public Works Engineer

PERMISSION TO BID 2023 COLUMBUS AVENUE UNDERPASS REHABILITATION

Budgetary Information: The estimated construction cost for the 2023 Underpass Rehabilitation at Columbus Avenue project is $499,663.50, which shall be paid with American Rescue Plan Act (ARPA) Stimulus Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2023 Underpass Rehabilitation at Columbus Avenue Project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Josh Snyder, Public Works Engineer

PERMISSION TO BID 2023 WEST MONROE STREET OUTFALL

Budgetary Information: The estimated construction cost for the 2023 West Monroe Street Outfall project is $645,040.00, which shall be paid for with Sewer Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2023 West Monroe Street Outfall Project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF GRANT AGREEMENT TO SANDUSKY EDUCATION FOUNDATION FOR AQUATIC CENTER

Budgetary Information: The City will be responsible for providing $500,000 in grant proceeds from the Capital Project funds on a reimbursement basis.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of $500,000.00 to the Sandusky Education Foundation in relation to the property located at 2130 Hayes Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 6 – Submitted by Arin Blair, Chief Planner

APPROVAL OF PDS AGREEMENT FOR SANDUSKY WHEELS PARK DESIGN & CONSTRUCTION WITH OHM

Budgetary Information: The design services will not exceed $49,700 including all normal reimbursable expenses and will be funded by American Rescue Plan Act Stimulus funds.

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

CITY MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.CityofSandusky.com/Live – Click "Play"

FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5776
www.cityofsandusky.com

TO: John Orzech, City Manager

FROM: Michelle Reeder, Finance Director

DATE: September 5, 2023

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Requesting legislation to authorize an amendment to the agreement with the State of Ohio for auditing services for fiscal year 2022.

BACKGROUND INFORMATION:

The Auditor of State (AOS) determined that they would be performing the audit for fiscal year 2022 at a price of $53,218. During the audit they required additional hours to test a third major federal program that was not part of the initial scope of work, this has resulted in an increase of $738 to the contract.

BUDGETARY INFORMATION:

The additional cost of $738 will be paid from the general fund ($369), water fund ($184.50) and sewer fund ($184.50).

ACTION REQUESTED:

It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the Amendment and return it to the State of Ohio so the City's audit can be completed prior to the September 30, 2023 deadline.

I concur with this recommendation:

_____	_____
John Orzech City Manager	Michelle Reeder Finance Director

CC: Justin Harris, Interim Law Director

CERTIFICATE OF FUNDS

In the Matter of: State of Ohio Audit- Fiscal year 2022 amendment

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

Account # 110-7900-53003, 612-5900-53003, 613-5900-53003

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/6/2023

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH THE AUDITOR OF THE STATE OF OHIO FOR SERVICES TO PERFORM THE CITY'S AUDIT FOR THE FISCAL YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved an agreement with the Auditor of State of Ohio for services to perform the City's audit for the fiscal year 2022 by Ordinance No. 22-221, passed on November 14, 2022; and

WHEREAS, the City was recently notified that additional hours of service were required to test a third major federal program that was not part of the initial scope of work that has resulted in an increase of $738.00; and

WHEREAS, the original cost of the auditing services for fiscal year 2022 was $53,218.00, and with the additional services in the Amendment in the amount of $738.00, the revised total cost is $53,956.00; and

WHEREAS, the increase of $738.00 will be paid with General Funds in the amount of $369.00, Water Funds in the amount of $184.50, and Sewer Funds in the amount of $184.50; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Amendment and return to the State Auditor so the City's audit can be completed prior to the September 30, 2023, deadline; and

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

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

Section 1. The City Manager is authorized and directed to execute an Amendment to the Agreement with the Auditor of the State of Ohio for additional services to perform the City's annual audit for fiscal year 2022, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with carrying out the terms of this Ordinance at an amount **not to exceed** Seven Hundred Thirty-Eight and 00/100 Dollars ($738.00).

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 11, 2023

OHIO AUDITOR OF STATE
KEITH FABER

88 East Broad Street
Columbus, Ohio 43215
ContactUs@ohioauditor.gov
(800) 282-0370

AMENDMENT #1 TO ENGAGEMENT LETTER

September 5, 2023

John Orzech, City Manager
City of Sandusky

Dear Mr. Orzech:

The engagement letter dated March 31, 2023 between the Auditor of State and the City of Sandusky is hereby amended to reflect the following:

	Description of / Causes for Amendment	Estimated Fee Effect
1	Additional hours to test a third major federal program.	$738.00
	Total this amendment	$738.00
	Previous fee estimate	$53,218.00
	Revised fee estimate	$53,956.00

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call Bradley Zura, Senior Audit Manager at 800-443-9276.

Sincerely,

KEITH FABER
Auditor of State

Jonathan Lawless

Jonathan A. Lawless, CFE
Chief Auditor, Northwest Region

cc: Finance Director
City Commission
Audit Committee

ACKNOWLEDGED AND AGREED TO BY

DATE

TITLE

EXHIBIT "A"

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Megan Stookey, Project Manager

Date: August 25, 2023

Subject: Commission Agenda Item – Change Order 1 & Final for the 2022 Sidewalk Repair & Replacement Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order 1 and Final for the 2022 Sidewalk Repair & Replacement Project.

BACKGROUND INFORMATION: Legislation was passed at the June 27, 2022, City Commission meeting awarding a construction contract for the 2022 Sidewalk Repair & Replacement Project to The Kreimes Co. Inc. of Sandusky, Ohio pursuant to Ordinance 22-127 in the amount of $121,116.33. The project consisted of over 9,875 square feet of sidewalk repairs and 127 linear feet of curb repairs and included several residential locations and improvements to heaved slabs within the northwest quadrant of Washington Park.

During the project the need for a pedestrian crossing was identified on Campbell Street at the Buchanan Street intersection as staff has observed an increase of pedestrian traffic in the area since the Intermediate School has been opened. The City began coordinating with the contractor to come up with a plan to address this issue, but work could not be completed in the same calendar year as the contractor ran out of good weather to complete the work, pushing it into 2023. In coordination with our City Street Crews, a push activated pedestrian signal has been installed at this location to assist with the safety of pedestrians.

The original completion date for this project was set for October 21, 2022, however, with the late addition of the crossing at Buchanan Street, the project got pushed into 2023, extending the completion date to July 22, 2023.

BUDGETARY INFORMATION: The original contract with Kreimes was $121,116.33, Change Order 1 is an increase of $1,385.45 and shall be paid for with Issue 8 infrastructure funds from the Capital Projects Fund, total contract at the end of the project $122,501.78.

ACTION REQUESTED: It is recommended that proper legislation be prepared for Changer Order 1 & Final for the 2022 Sidewalk Repair & Replacement Project, increasing the contract by $1,385.45, with a final contract cost of $122,501.78 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for final payment on this project to be made and to close out the completed project.

I concur with this recommendation:

_____	_____
John Orzech	Aaron Klein
City Manager	Director of Public Works

cc: Cathy Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

CITY OF SANDUSKY,OHIO
DEPARTMENT OF PUBLIC WORKS

Project: 2022 Sidewalk Repair & Replacement Project
Construction Work Order No.: 1 & Final

CONTRACT: **2989**
ORDINANCE NO. **22-127**

Contractor: **The Kreimes Co Inc.**
2535 West Monroe Street
Sandusky, Ohio 44870

STREET OR LOCATON OF WORK: Sidewalk repair and replacement at several residential locations and sidewalk replacement at Washington Park.
Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
~~1~~	~~602~~					~~Concrete Removal~~				
2	608	7,917	7,009.22	-907.78	SF	4" Concrete Sidewalk	$ 9.00	$ 71,253.00	$ 63,082.98	$ (8,170.02)
3	608	1,958	3,569.91	1,611.91	SF	6" Concrete Sidewalk	$ 10.00	$ 19,580.00	$ 35,699.10	$ 16,119.10
4	608	0	0.00	0.00	SF	8" Concrete Sidewalk	$ -	$ -	$ -	$ -
5	608	4	6.00	2.00	EA	Truncated Domes	$ 400.00	$ 1,600.00	$ 2,400.00	$ 800.00
6	609	127	125.90	-1.10	LF	Type 2 Concrete Curb & Gutter, inc removal	$ 75.00	$ 9,525.00	$ 9,442.50	$ (82.50)
7	659	549	478.56	-70.44	SY	Seeding, Fertilizing and Mulching	$ 10.00	$ 5,490.00	$ 4,785.60	$ (704.40)
8	Special	348	526.91	178.91	SF	Sandstone Sidewalk removal	$ 10.00	$ 3,480.00	$ 5,269.10	$ 1,789.10
9	Special	1		-1.00	LS	Contingency, as directed	$ 10,188.33	$ 10,188.33	$ -	$ (10,188.33)
10		0	67.5	67.50	LF	Type 6 Curb	$ 27.00		$ 1,822.50	$ 1,822.50
	Original Completion Date of October 22, 2022 was extended to July 22, 2023, to accommodate for the Campbell crossing.									

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

Total Difference $ 1,385.45

Original Contract Price = **$ 121,116.33**
Contract Price after CO1 = **$ 122,501.78**
% Increase = **1.1%**
Original Budget/Estimate = **$ 121,116.33**
% Increase = **1.1%**

Accepted: _____ Date: 8/25/23 ,2023
Contractor

Accepted: _____ Date: _____ ,2023
Public Works Engineer

CERTIFICATE OF FUNDS

In the Matter of: Kreimes- Sidewalk Replacement, final change order

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 # 431-6800-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/6/2023

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY KREIMES CO. INC. OF SANDUSKY, OHIO, FOR THE 2022 SIDEWALK REPAIR & REPLACEMENT PROJECT IN THE AMOUNT OF $1,385.45; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the 2022 Sidewalk Repair & Replacement Project consists of over 9,875 square feet of sidewalk repairs and 127 linear feet of curb repairs and includes several residential locations and improvements to heaved slabs within the northwest quadrant of Washington Park; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed 2022 Sidewalk Repair & Replacement Project by Resolution No. 028-22R, passed on April 25, 2022; and

WHEREAS, the City Commission approved the awarding of the contract to The Kreimes Co. Inc. of Sandusky, Ohio, for work to be performed for the 2022 Sidewalk Repair & Replacement Project by Ordinance No. 22-127, passed on June 27, 2022; and

WHEREAS, this First & Final Change Order reflects the addition of a push activated pedestrian signal on Campbell Street at the Buchanan Street intersection as Staff observed an increase of pedestrian traffic in the area since the Intermediate School has been opened; and

WHEREAS, the original contract with The Kreimes Co. Inc. of Sandusky, Ohio, was $121,116.33, and with the addition of this First & Final Change Order in the amount of $1,385.45, the final contract cost is $122,501.78 and the cost of the Change Order will be paid with Issue 8 infrastructure funds from the Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment to the contractor for work already performed and 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 2022 Sidewalk Repair

& Replacement Project in an amount **not to exceed** One Thousand Three Hundred Eighty-Five and 45/100 Dollars ($1,385.45) resulting in the final contract cost of One Hundred Twenty-Two Thousand Five Hundred One and 78/100 Dollars ($122,501.78) with The Kreimes Co. Inc. of Sandusky, Ohio, and to extend the completion date from October 22, 2022, to July 22, 2023.

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 11, 2023

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Megan Stookey, Project Manager

Date: August 29, 2023

Subject: Commission Agenda Item – 320 Bell Street, Encroachment License Agreement

ITEM FOR CONSIDERATION: Legislation approving an Encroachment License be granted to the property owners of 320 Bell Street, Renee L. Brown and Josiah P. Brown Sr., for a shed that is partially located within an alley in the rear of the property.

BACKGROUND INFORMATION: While the property owners at 320 Bell Street were going through the process of acquiring and combining lots of the adjoining property a survey of their existing property was done which revealed their shed, that is assumed to have been erected in the 1970's, is encroaching into a City Alley.

The City has no plans for removing the existing shed, and the property owners coordinated with the City to go through the encroachment process. The property owners will sign an encroachment agreement for 54 SQ Feet, which will then be recorded with the Erie County Recorder's Office.

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

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

ACTION REQUESTED: It is recommended that the proper legislation be prepared to grant an Encroachment License to Renee L. Brown and Josiah P. Brown Sr., owners of 320 Bell Street, Sandusky, OH and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately execute and record the agreement and to allow the property owner to retain their existing shed located in an alley south of 302 Bell Street.

I concur with this recommendation:

_____	_____
John Orzech City Manager	Aaron Klein Public Works Director

cc: Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH RENEE L. BROWN AND JOSIAH P. BROWN SR., TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S ALLEY AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, certain property of the City is currently platted as a City alley, including the property identified and more fully described in Exhibits "A" and "B"; and

WHEREAS, this proposed License for Encroachment will allow the current property owner, Renee L. Brown and Josiah P. Brown Sr., to maintain an existing shed within an alley south of 320 Bell Street; and

WHEREAS, this City Commission, under powers of Local self-government granted to the City by Article XVIII of the Ohio Constitution and Section 3 and Section 25 of the Charter of the City of Sandusky, has the power to change the use of City property to a use that would be of greater benefit and use to the public; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute and record the Grant of a License for Encroachment and to allow the property owner to retain their existing shed located in an alley south of 302 Bell Street; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Renee L. Brown and Josiah P. Brown Sr., substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 11, 2023

GRANT OF A LICENSE FOR ENCROACHMENT LOCATED

SOUTH OF 320 BELL STREET

This License Agreement is made this _____ day of _____, 2023, between the City of Sandusky, Ohio (the "City") whose tax mailing address is 240 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, and Renee L. Brown and Josiah P. Brown Sr., (the "Licensees"), whose tax mailing address is 1337 C Street, Sandusky, Erie County, Ohio 44870 under the following conditions and circumstances:

A. The City is the Owner and Trustee for the general public of alleys as defined by the Ohio Revised Code, Section 4511.01(XX), including the alley south of 320 Bell Street, and is more fully described in Exhibit "A" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.
B. The Licensees are the owners of the real estate located at 320 Bell Street, and is more fully described in Exhibit "A" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.
C. The Licensees desire to maintain a shed that is within the alley (the "Encroachment") and is more fully described in Exhibit "A" and Exhibit "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein.
D. The City is willing to grant to Licensees a temporary license to maintain the Encroachment for so long as the Licensees remain the owners of the real estate located at 320 Bell Street and provided the Encroachment is not substantially altered.

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

1. The City grants to the Licensees the license and permission to maintain the Encroachment as more fully described in Exhibit "A" and Exhibit "B", which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for so long as the Licensees remain the owners of the real property located at 320 Bell Street, Sandusky, Ohio, and provided the Encroachment is not substantially altered and the Licensees comply with all legal requirements and the Licensees acknowledge that this grant of a license is terminable at the will of the City;
2. The Licensees agree that, except for the license granted pursuant to this Agreement, the Licensees make no claim of right and have no interest or title in any part of the property and the Licensees further agree that the maintenance of the Encroachment shall not, at any time, be deemed or construed to be an adverse possession of any part of the City's alley;
3. The Licensees agree to maintain the Encroachment, solely at Licensees' expense, for use in conjunction with the Licensees' real estate at 320 Bell Street, and further agrees to indemnify and hold harmless the City, including its officials, employees, boards, commissions, and agents, from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;
4. This Agreement shall not be construed to run with the land and is only a temporary license, terminable at the will of the City.

EXHIBIT "1"

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

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

_____

_____

CITY:
CITY OF SANDUSKY

_____
John Orzech, City Manager

State of Ohio)
) ss:
County of Erie)

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this ___ day of _____ , 2023.

_____
Notary Public

My Commission Expires:

EXHIBIT "1"

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

_____

_____

LICENSEES:
Renee L. Brown; Josiah P. Brown Sr.

_____

_____
320 Bell Street, Owners

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named, Renee L. Brown and Josiah P. Brown Sr., who acknowledged that she/he signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this ___ day of _____ , 2023.

_____
Notary Public
My Commission Expires:

EXHIBIT "1"

Instrument prepared by:

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

ENCROACHMENT LICENSE DESCRIPTION

Situated in part of the alley in Harper Subdivision as per plat recorded in Volume 2 Page 37 of the Erie County Records, Ward 2, City of Sandusky, Erie County, Ohio, and being more particularly described as follows;

Commencing at an iron pin found at the northwesterly corner of Lot Number 5 in said Harper Subdivision, now or formerly owned by Josiah and Renee Brown as per deed recorded in RN202301187 of the Erie County records, said point being on the southerly right of way line of Bell Street;

Thence North 89°-11'-00" East, along the northerly line of said Lot Number 5 and Lot Number 4 in said Harper Subdivision, being the southerly right of way line of Bell Street, a distance of 71.15 feet to an iron pin found at the northeasterly corner of said Brown parcel, being the northwesterly corner of a parcel of land now or formerly owned by Timothy and Shelly Carpenter as per deed recorded in RN201100435 of the Erie County Records;

Thence South 04°-58'-35" East, along the easterly line of said Brown parcel and the westerly line of said Carpenter parcel, a distance of 162.00 feet to an iron pin set on the northerly line of the alley in said Harper Subdivision, being the southerly line of said Lot Number 4;

Thence South 89°-11'-00" West, along the northerly line of said alley and the southerly line of said Lot Number 4, a distance of 4.00 feet to a point, said point being the principal place of beginning for this description;

1. Thence South 04°-58'-35" East, a distance of 9.00 feet to a point;

2. Thence South 89°-11'-00" West, a distance of 6.00 feet to a point on the easterly line of said Lot Number 5;

3. Thence North 04°-50'-00" West, along the easterly line of said Lot Number 5, a distance of 9.00 feet to a point on the northerly line of said alley, being the southwesterly corner of said Lot Number 4;

4. Thence North 89°-11'-00" East, along the northerly line of said alley, being the southerly line of said Lot Number 4, a distance of 6.00 feet to the place of beginning and containing 0.0012 acres (53.86 Sq. Ft.) of land, but subject to all easements and restrictions of record.

In the above description the courses were referred to a meridian assumed for the purpose of indicating angles only.

EXHIBIT "A"

This description was prepared by David A. Williams, Registered Surveyor No. 7166 and was taken from an actual field survey performed on August 7, 2023.

STATE OF OHIO
DAVID A. WILLIAMS
7166
REGISTERED
PROFESSIONAL SURVEYOR

David A. Williams

Registered Surveyor No. 7166

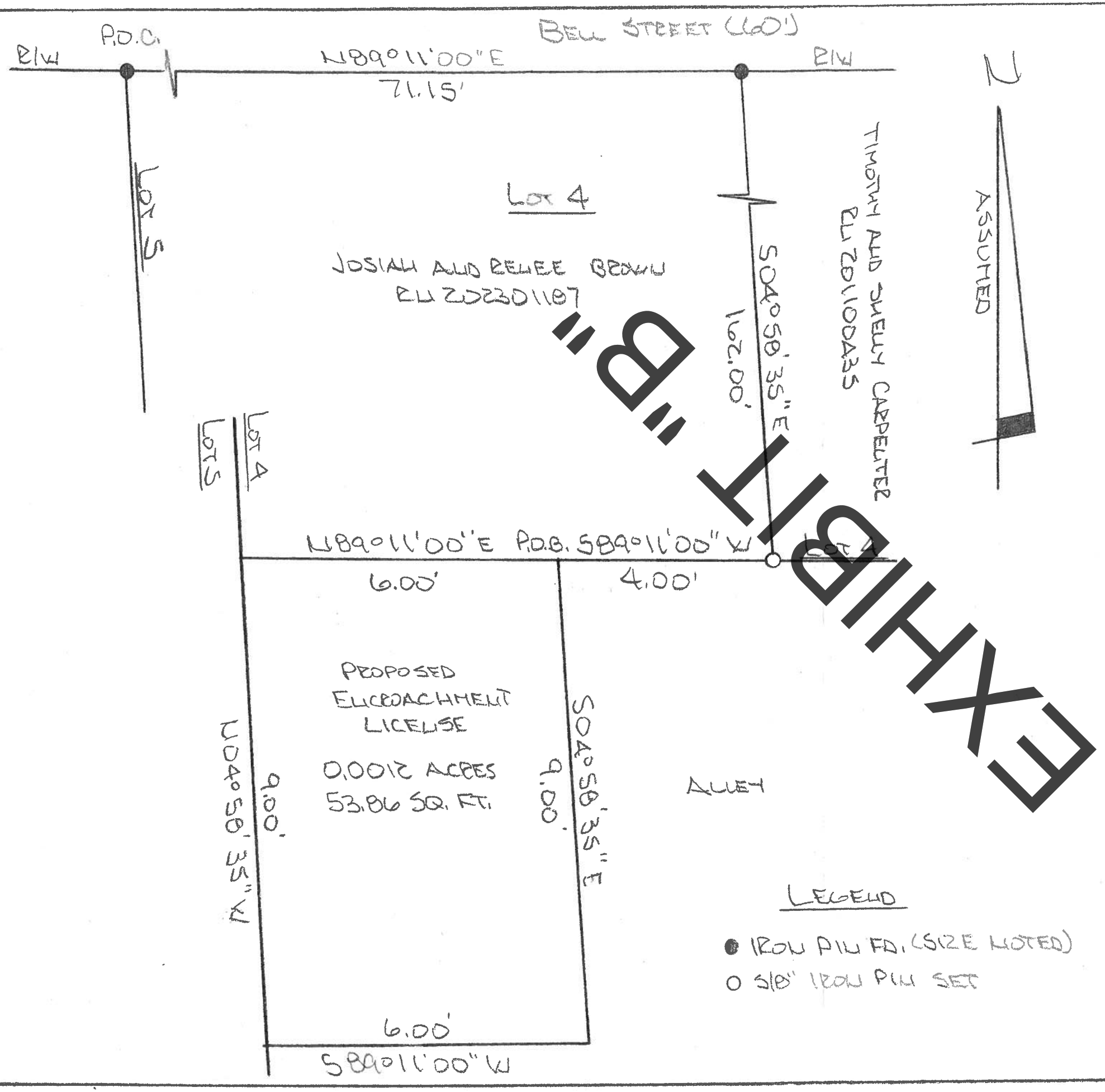
EXHIBIT "A"

APPROVED as per Erie County Requirements And Sections 4733-37 thru 4733-37-07 of the Ohio Administrative Code only. No Field Verifications for Accuracy made.

Michael T. Farrell

Engineer/Surveyor: Erie County Engineer's

Date: 8-8-2023



PLAT OF A SURVEY

BEING PART OF AN ALLEY IN
HARPER SUBDIVISION P.V. 2 PG. 37
2ND WARD CITY OF SANDUSKY
ERIE COUNTY, OHIO
AUGUST 2023

0 1 2 3 4 5
SCALE ~ 1" = 2'

STATE OF OHIO
DAVID A. WILLIAMS
7166
REGISTERED
PROFESSIONAL SURVEYOR

David A. Williams
DAVID A. WILLIAMS
REG. SURVEYOR #7166

LEGEND

● IRON PIN FD. (SIZE NOTED)
O 5/8" IRON PIN SET

APPROVED as per Erie County Requirements And Sections 4733-37 thru 4733-37-07 of the Ohio Administrative Code only. No Field Verifications for Accuracy made.

Michael T. Farrell
Engineer/Surveyor: Erie County Engineer's
Date: 8-8-2023

EXHIBIT "B"

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Megan Stookey, Project Manager

Date: August 29, 2023

Subject: Commission Agenda Item – Granting a Permanent Utility Easement to Columbia Gas of Ohio, Inc. on City Property (East Market Street Grounds)

ITEM FOR CONSIDERATION: Requesting legislation granting a permanent utility easement to Columbia Gas of Ohio, Inc. on City Property platted as Market Grounds between Hancock Street and Franklin Street.

BACKGROUND INFORMATION: In order for Columbia Gas to install a new service line to 326 E Market Street (Parcel No. 56-01156.000) off of their main to the property landlocked by private properties and a City parking lot known as the East Markert Street Grounds (Parcel No 56-68066.000), Columbia Gas will have to run the line through City property.

Through discussion with Columbia Gas and City staff, it was decided the best location for the new service line would be under the walk on the South side of the lot abutting the commercial properties, as the parking lot was recently repaved. With the installation, Columbia Gas has agreed to replace the sidewalks over the new service line. In addition, the specific location does not restrict or prohibit future planned projects on or near the site, as this specific area is used as a means of access to the businesses along the parking lot.

BUDGETARY INFORMATION: The cost of preparing the legal description and the recording of this easement will be borne by Columbia Gas of Ohio, Inc.

ACTION REQUESTED: It is recommended that proper legislation be prepared granting a permanent utility easement to Columbia Gas of Ohio, Inc. on City Property platted as Market Grounds between Hancock Street and Franklin Street Parcel No. 56-68066.00 for installation of a new gas service line to the property located at 326 East Market Street be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for the easement agreement to be immediately executed and recorded so that construction of the service line can begin immediately, prior to heating season.

I concur with this recommendation:

_____	_____
John Orzech	Aaron Klein
City Manager	Director of Public Works

cc: Cathy Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO GRANT A PERMANENT UTILITY EASEMENT TO COLUMBIA GAS OF OHIO, INC. ON CITY PROPERTY PLATTED AS MARKET GROUNDS BETWEEN HANCOCK STREET AND FRANKLIN STREET, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, a permanent utility easement has been requested by Columbia Gas of Ohio, Inc. on City property platted as Market Grounds between Hancock Street and Franklin Street (Parcel No. 56—68066.000) to install a new service line to private property located at 326 E. Market Street (Parcel No. 56-01156.000); and

WHEREAS, the proposed Easement, a copy of which is attached and marked Exhibit "1", grants Columbia Gas of Ohio, Inc. a ten foot (10') wide easement and permission to lay pipelines, including lateral pipeline connections, together with service connections, over and through the premises, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service and remove same, together with valves and other necessary appurtenances on City property, more specifically described in Exhibit "A", and attached to the Easement Agreement; and

WHEREAS, Columbia Gas has agreed to replace the sidewalks over the new service line; 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 easement agreement to be immediately executed and recorded so construction of the service line can begin immediately and prior to the heating season; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the 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 execute the Easement Agreement on behalf of the City granting a Permanent Easement to Columbia Gas of Ohio, Inc. for the purpose of installing a new service line on City property platted as Market Grounds between Hancock Street and

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

Section 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: September 11, 2023

Easement No._____

EASEMENT

FOR AND IN CONSIDERATION of One Dollar ($1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, **City of Sandusky** (hereinafter called the Grantor), does hereby grant to **COLUMBIA GAS OF OHIO, INC.**, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215, (hereinafter called the Company), its successors and assigns, the right to lay pipelines, including lateral pipeline connections, together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service and remove same, together with valves and other necessary appurtenances on lands situated in the City of Sandusky, Erie County, State of Ohio, and more particularly described as follows:

Recorded In: PV. 2, page 365
Permanent Parcel No.: 56-68066.000
Property Address: Market St, Sandusky, OH 44870
Containing: 0.6060 acres more or less, being better known as a 66'x400' section of land located between Hancock and Franklin Streets on Market Street

The pipelines laid pursuant to the terms and conditions of this Easement Agreement shall be located within the limits of a ten foot (10') wide easement as shown on Exhibit A attached hereto and made part

EXHIBIT "1"

hereof; the 10 foot wide area is referred to as the “Easement Area.”

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such pipeline facility.

Grantor shall not construct or permit to be constructed or place any house, structure, trees, shrubbery taller than five (5) feet, leach beds, septic tanks or other obstructions on or over the Easement Area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder.

Grantor acknowledges and agrees that Company has the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, brush, and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Ohio or the United States Environmental Protection Agency (or successor in-duty).

All pipes shall be buried so as not to interfere with the present use of the land.

The Company shall replace the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as practical to its original condition.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, permitted shrubbery, drain tiles, crops, or permitted fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

With regard to the lands encompassed by this Easement, Grantor represents that, to the best of its knowledge:

1. No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Easement Area which would cause or threaten to cause an endangerment to human health or the environment or require clean up;

EXHIBIT "1"

2. Neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the Easement Area for Company's intended use; and,
3. The Easement Area is not currently and has not previously been used for commercial or industrial purposes.

Grantor further represents that it has informed Company, prior to execution of this Easement Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor and Company agree that, except to the extent caused by the acts or omissions of the Company or its representatives and contractors, the Company shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath or along the Easement Area.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

EXHIBIT "1"

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this _____ day of _____, 2023.

City Of Sandusky

By:_____

Print Name: _____

Print Title:_____

STATE OF OHIO)
) SS:
COUNTY OF_____)

This is an acknowledgment. No oath or affirmation was administered for this notarial act.

_____of the aforenamed,
Name(s)
_____, who represented that _____ _____
Company he/she/they is/are
duly authorized in the premises, and who acknowledged that _____ did
he/she/they
sign the foregoing instrument, and that the same is _____ free act and deed as such
his/her/their
_____and the free act and deed of said
Title(s)
_____.
Company

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this _____ day of _____ 20___.

My Commission Expires:

_____ _____
Notary Public
Print Name_____

THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF OHIO, INC.
JO# 23-0102113-00 TAS

EXHIBIT "1"

EXHIBIT "A"

PERMANENT EASEMENT TO COLUMBIA GAS OF OHIO INC. ON THE PROPERTY OF THE CITY OF SANDUSKY, BEING PART OF MARKET GROUNDS IN THE CITY OF SANDUSKY, ERIE COUNTY, OHIO

LINE TABLE

Line	Bearing	Distance
L–1	S. 23° 41' 46" E.	105.76'
L–2	S. 66° 07' 08" W.	33.00'
L–3	S. 66° 07' 08" W.	110.00'

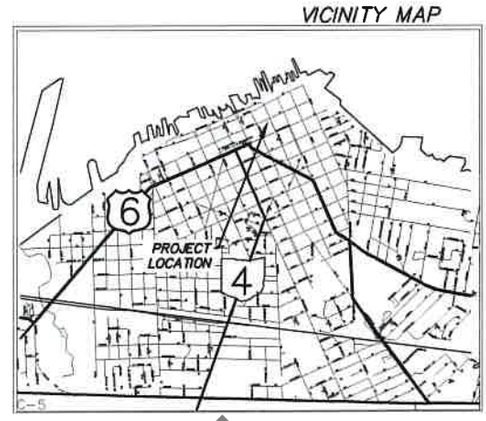
Commencing at the center of the monument box lid found at the centerlines of Market and Franklin Street;

Thence L–1, South 23° 41' 46" East, along the centerline of said Franklin Street, a distance of 105.76 feet;

Thence L–2, South 66° 07' 08" West, along a line that is parallel to the centerline of said Market Street, a distance of 33.00 feet to a point on the westerly right–of–way line of said Franklin Street, said point being the Point of Beginning of the centerline of the 10 foot wide Permanent Easement;

Thence L–3 continuing South 66° 07' 08" West, along said parallel line, a distance of 110.00 feet, to the Point of Termination of the centerline of said 10 foot wide Permanent Easement.

VICINITY MAP



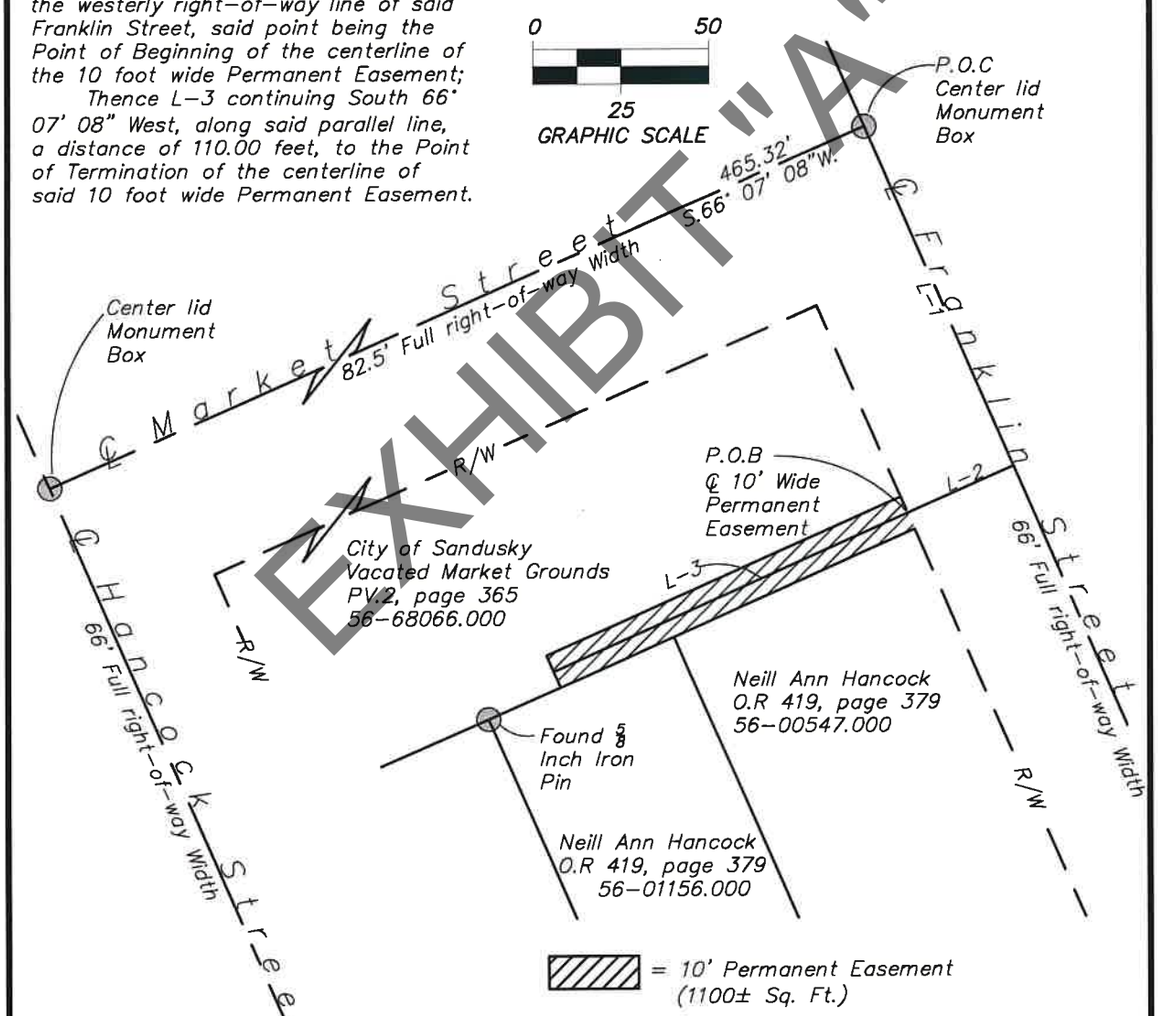


EXHIBIT "A"

Steven D. Coder 08/08-2023

Steven D. Coder P.S. #7962 Date

STATE OF OHIO STEVEN D. CODER S-7962 REGISTERED PROFESSIONAL SURVEYOR

Bearings shown herein are based on an assumed meridian and are intended to depict angular measurement only. Note: This is not a boundary survey and is only intended to illustrate easement area.

KLEINFELDER
Bright People. Right Solutions.

Columbia Gas J.O.# 23–0102113–00
Drawn: SDC
Checked: CRG
Date: 03/23/2023
Job No.: 20235370
Page: 1–OF–1

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, Interim City Manager

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

Date: September 5, 2023

Subject: Commission Agenda Item –Amending Resolution No. 036-23R and Amending OPWC Application, Round 38 for the Downtown Street Paving Project

ITEM FOR CONSIDERATION: Requesting legislation amending Resolution No. 036-23R, and approving the submission of an amended application to participate in the Ohio Public Works Commission (OPWC) Round 38 State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP) and to execute contracts as required for the Downtown Street Paving Project.

BACKGROUND INFORMATION: The last downtown street resurfacing was in 1999 as part of a large-scale streetscape project. At 24 years old, this pavement surface has outlived its useful life with potholes prevalent on most of these blocks of streets. The blocks of Market beyond Jackson and Wayne Streets are 47 years old (from 1976), according to City records. With over almost 2,000 vehicles per day on each of these streets and popularity of downtown, this project looks to score well based on the Public Works Commissions scoring criteria. The specific work would mill and pave the most deteriorated surface course of asphalt, repair/replace full-depth sections, adjust manholes and improve drainage and striping within this segment. Subsequent to approval of Resolution No. 036-23R, passed on August 28, 2023, the amount of funds to be requested was increased and therefore it is necessary to amend the Resolution.

BUDGETARY INFORMATION: There is no cost to submit the application. If awarded, any matching funds required would be incorporated into the 2024 budget. The cost of the project is currently estimated at $492,615. The City is applying for **$246,307.50 (50%)** of OPWC funds. The City's portion of the project is **$246,307.50 (50%)** and will be paid with annual resurfacing funds from the City's 2024 budget.

Notification of award would be in December 2023. If awarded, the project could be constructed as soon as late summer/fall of 2024. Supplementing City funds with OPWC grant funds is desirable to reduce the City's share, and to allow more streets beyond downtown to be paved, as staff have been working on in recent years.

ACTION REQUESTED: It is recommended that legislation be approved amending Resolution No. 036-23R and approving the submission of an amended application to participate in the OPWC Round 38 SCIP / LTIP Program 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 submit this amended Resolution for the grant application package that was already submitted to the OPWC District 5 Integrating Committee by the deadline.

I concur with this recommendation:

_____	_____
John Orzech	Aaron M. Klein, P.E.
City Manager	Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

RESOLUTION NO. _____

A RESOLUTION AMENDING ORDINANCE NO. 036-23R, PASSED ON AUGUST 28, 2023; AUTHORIZING THE SUBMISSION OF AN APPLICATION BY THE CITY MANAGER FOR FINANCIAL ASSISTANCE AND TO ENTER INTO A PROJECT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION (OPWC) IN ORDER TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AUTHORIZED BY CHAPTER 164 (AID TO LOCAL GOVERNMENT IMPROVEMENTS) OF THE OHIO REVISED CODE FOR THE DOWNTOWN STREET PAVING PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the last downtown street resurfacing project was in 1999 as part of a larger scale streetscape project and the blocks of Market Street beyond Jackson and Wayne Streets were paved in 1976 and the pavement surfaces have outlived their useful life with potholes prevalent on most of the blocks of streets; and

WHEREAS, the Downtown Street Paving Project involves the milling and paving of the most deteriorated surface course of asphalt, repairing/replacing full-depth sections, adjusting manholes and improving drainage and striping within the project area; and

WHEREAS, subsequent to approve of the Resolution, the amount of funds to be requested was increased and therefore it is necessary to amend Resolution No. 036-23R; and

WHEREAS, the current estimated cost for the Downtown Street Paving Project is $492,615.00 and the City is requesting funds in the amount of **$246,307.50 (50%)** and if awarded, the City's portion of the project will be **$246,307.50 (50%)** and will be paid with annual resurfacing funds from the City's 2024 budget; and

WHEREAS, a certified copy of the legislation approving the project is required by the governing body of the applicant; 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 amended Resolution for the grant application package that was already submitted to the OPWC District 5 Integrating Committee by the deadline; and

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

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

Section 1. This City Commission hereby amends Ordinance No. 036-23R, assed on August 28, 2023.

Section 2. This City Commission hereby approves the submission of an application for financial assistance with the Ohio Public Works Commission's State Capital Improvement and/or Local Transportation Improvement Programs as provided in Chapter 164 of the Ohio Revised Code for the Downtown Street Paving Project and authorizes and directs the City Manager to file the application for assistance and authorizes and directs the City Manager and/or Finance Director to provide any necessary information and assurances and to execute appropriate project agreements if assistance is awarded by the Ohio Public Works Commission.

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 28, 2023

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

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

Date: August 31, 2023

Subject: Commission Agenda Item – Award a Contract to Great Lakes Demolition Company of Clyde, OH for the Butler Street Reconstruction Project

ITEM FOR CONSIDERATION: Requesting legislation awarding a contract to Great Lakes Demolition Company of Clyde, Ohio for the Butler Street Reconstruction project.

BACKGROUND INFORMATION: Legislation was presented at the July 24, 2023, City Commission meeting requesting permission to bid the Butler Street Reconstruction project (Resolution No. 028-23R). Reconstruction of Butler Street will consist of full depth asphalt cross section being built up to accommodate the heavy traffic from industry, tourism and local traffic, with the roadway keeping the same alignment and curb lines. Most of the existing center lane of the three-lane section will become a drainage area for road runoff with trees and grass. The approach to Cleveland Road will become three lanes again, providing turn lanes for each direction. It has been verified through different studies that that due to reduced traffic from US 250 via the ramp, that two lanes will sufficiently carry the traffic during typical in-bound or out-bound events of Cedar Point Park.

The following bids were received on Thursday, August 31, 2023, at a formal bid opening:

Great Lakes Demolition Co.	Base Bid:	$792,879.50
Sandusky, OH	Alternate A:	$22,600.00
	Alternate B:	$37,500.00
	Alternate C:	$37,500.00
	Bond:	100%
Erie Blacktop	Base Bid:	$828,503.73
Sandusky, OH	Alternate A:	$20,090.00
	Alternate B:	$37,500.00
	Alternate C:	$37,500.00
	Bond:	100%
Ed Burdue & Co.	Base Bid:	$876,614.57
Sandusky, OH	Alternate A:	$20,580.00
	Alternate B:	$38,250.00
	Alternate C:	$38,250.00
	Bond:	100%

Local preference does not apply to this project, as federal funding is being used. Based on the bids submitted, Great Lakes Demolition Company is the lowest and best bidder. The bid includes the Base bid plus Alternates A-C, which includes awarding quantities for concrete repairs along the concrete "Frontage Roads", which run parallel to and under the Milan Road overpass. The bid is 4.4% less than the Engineer's Estimate *($930,740.00)* for construction.

BUDGETARY INFORMATION: The total construction cost of the project based on bids is $890,479.50 which will be paid for with American Rescue Plan Act Stimulus Funds.

ACTION REQUESTED: It is recommended that proper legislation awarding a contract to Great Lakes Demolition Company of Clyde, Ohio in an amount not to exceed $890,479.50 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 so that the construction work may begin as early as possible, in order that construction can wrap up in the spring of 2024.

I concur with this recommendation:

_____	_____
John Orzech	Aaron Klein
City Manager	Director of Public Works

cc: Cathy Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

CERTIFICATE OF FUNDS

In the Matter of: Butler Street Project- Great Lakes Demolition

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

Account # 240-0000-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/24/2023

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GREAT LAKES DEMOLITION OF CLYDE, OHIO, FOR THE BUTLER STREET RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Butler Street, from Cleveland Road to the U.S. 250 off-ramp is beyond repair and needs reconstruction; and

WHEREAS, this City Commission approved an agreement for Professional Design Services with IBI Group of Canton, Ohio, for the Butler Street Reconstruction Project by Ordinance No. 23-045, passed on February 27, 2023; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Butler Street Reconstruction Project by Resolution No. 028-23R, passed on July 24, 2023; and

WHEREAS, the Butler Street Reconstruction Project involves the reconstruction of Butler Street, from Cleveland to the U.S. 250 off-ramp, with full depth asphalt cross section to accommodate the heavy traffic from industry, tourism and local traffic, drainage improvement, lane changes, and includes Alternative Bids for concrete repairs along the concrete "Frontage Roads", which run parallel to and under the Milan Road overpass; and

WHEREAS, upon public competitive bidding as required by three (3) appropriate bids were received and the bid from Great Lakes Demolition of Clyde, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost of this project is $890,479.50 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 proceed with construction as soon as possible so the project can be completed in the spring of 2024; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Great Lakes Demolition of Clyde, Ohio, for the Butler Street

Reconstruction Project, in an amount **not to exceed** Eight Hundred Ninety Thousand Four Hundred Seventy-Nine and 50/100 Dollars ($890,479.50) consistent with the bid submitted by Great Lakes Demolition of Clyde, 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: September 11, 2023

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

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

Date: August 28, 2023

Subject: Commission Agenda Item – Lining Repair and Replacement to the Inside of the Dome Building at Big Island Water Works (BIWW)

ITEM FOR CONSIDERATION: Requesting legislation authorizing the expenditure of funds for the Lining Repair and Replacement to the inside of the Dome Building at Big Island Water Works (BIWW) with Advanced Rehabilitiation Technology, LLC of Bryan, OH, through the Purchasing Cooperative of America (PCA) purchasing program, reference item #PCA OD-347-21.

BACKGROUND INFORMATION: During a recent inspection of the Pre-Sedimentation (Dome) Building at BIWW facility it was discovered that the coating system is at the end of its useful life, showing signs of potential failures. Maintenance crews at the facility are experiencing portions of the lining material to be "flaking" off and dropping into coagulated water in a clarifier, which causes disruption to the treatment process and requires time to take the necessary precautions to remove such debris. Records incidcate the last rehabilitation project on the dome and its lining was in 2013.

Over the past month staff has worked to find a solution to the problem, which led them to working with Advanced Rehabilitation Technology, LLC , who is an authorized vendor with the Purchasing Cooperative of America (PCA) purchasing program. PCA is a free government purchasing cooperative; active in all 50 states, the US territories, Canada and Mexico, authorized by the Ohio Revised Code, section 9.48 "joint purchasing program".

The team developed a project which consists of draining out the tank to get crews in there to remove the loose and flaking material from the dome, applying a new primer and coating system on the inside of the dome to protect it from further detoriorization and making maintenance activities such as cleaning much easier. The product proposed for this application is warrantied for ten years and considered the "industry standard" for potable water applications as far as coating systems go. The cost for this work has been quoted at $93.50 per square foot, it is unknown what the exact square foot of repairs is needed until they get in there, so we are estimating 320 square feet of repairs, providing a not to exceed cost of $29,920.

BUDGETARY INFORMATION: The total cost shall not exceed $29,920 which includes materials, delivery, installation, warranties and contingencies, which shall be paid for with Water Funds.

ACTION REQUESTED: It is requested that legislation be approved for the Lining Repair and Replacement to the inside of the Dome Building at Big Island Water Works (BIWW) with Advanced Rehabilitiation Technology, LLC of Bryan, OH., through The Purchasing Cooperative of America; reference item #PCA OD-347-21 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 replace the coating system inside a clarifier at the earliest opportunity as it is a critical component of the water treatment process.

I concur with this recommendation:

_____	_____
John Orzech City Manager	Aaron M. Klein, P.E. Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Law Director

525 Winzeler Drive, Unit 1 | Bryan, OH 43506
P: 419-345-4860

Date:	09/01/2023		
To:	City of Sandusky	**Contact:**	David Schafer
Address:	Big Island Water Works 2425 First Street Sandusky, OH 44870	**Phone:**	419.627.5718
		Email:	dschafer@cityofsandusky.com
		ART Contact:	Dan Hurlbert
		Cell:	419-345-4860
		Email:	dan@artcoatingtech.com

Project: Prep & Repair Interior of Clarifier with OBIC 1100 Potable Water
Location: Sandusky, OH - Big Island Water Works

We are pleased to quote the following prices for the work listed below.

Prep and Repair Existing Liner on 1-Clarifier with OBIC 1100 Potable Water:

$93.50 per square foot

Quote includes the following:

1. Scaffold setup and teardown;
2. Removal of cracked, flaking, spalling existing liner;
3. Clean and prep affected area; and
4. Coat with OBIC 1100 Potable Water (100 mils).

Please note, during the inspection of the clarifier it appears that approximately 200 square feet of the clarifier require prep and recoating. However, it is not possible to accurately determine how much of the existing coating is affected and will require removal until the prep process is complete.

The OBIC Liner System Has a 10 Year Limited Warranty.

Notes:

525 Winzeler Drive, Unit 1 | Bryan, OH 43506
P: 419-345-4860

- Owner/Contractor to provide Application Truck access within 150' of the structure.
- Grout cost $125.00 per gallon and $250.00 an hour after first 2 gallons used.
- This proposal is based on one mobilization. If additional mobilizations are required, an additional $5,000 may be added for each.
- Off road locations may require assistance from the owner/contractor to access.
- Owner/Contractor must provide a water supply near the work site via hydrant or spigot (with water meter use free of charge).

General Terms and Conditions:

- This quote is good for 60 days.
- The quoted prices are exclusive of applicable state and local sales taxes.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days.
- Pricing is contingent on the work as stated in this proposal. Advanced Rehabilitation Technology (ART) reserves the right to adjust our unit rate and/or overall bid proposal accordingly to account for any changes (increase or decrease) from this scope.
- ART's bid proposal shall be incorporated into the subcontract agreements. ART will initiate this project upon receipt of this signed proposal as well as, receipt of a subcontract or purchase order agreeing to this proposal.
- Pricing does not include working nights, holidays, or weekends. Additional cost will be required for these situations.
- Non-weather-related delays (may include job site not prepared to allow ART to begin; road closures due to community, city, or private events; traffic control not ready or any work stoppages outside the control of ART) will result in a $5,000/day mobilization fee.

ACCEPTED BY:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____
(Print Name)

Signature: _____

PO#: _____

Date: _____

CERTIFICATE OF FUNDS

In the Matter of: BIWW- Lining & Replacement of Dome Building

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

Account # 612-5230-54090

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/6/2023

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR LINING REPAIR AND REPLACEMENT TO THE INSIDE OF THE DOME BUILDING AT THE BIG ISLAND WATER WORKS (BIWW) PLANT BY ADVANCED REHABILITATION TECHNOLOGY, LLC OF BRYAN, OHIO, THROUGH THE PURCHASING COOPERATIVE OF AMERICA (PCA) PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Purchasing Cooperative of America (PCA) is a national purchasing cooperative active in all fifty (50) States, the U.S. Territories, Canada, and Mexico and through membership provides the utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program; and

WHEREAS, the City, as a member of the Purchasing Cooperative of America, may purchase products and services that have been competitively bid and made available through the membership thereby providing the City the benefit of the negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, during a recent inspection of the Pre-Sedimentation (Dome) Building at BIWW facility, it was discovered that the coating system is at the end of its useful life, showing signs of potential failures and experiencing portions of the lining material to be "flaking" off and dropping into coagulated water inside a clarifier, which causes disruption to the treatment process and requires time to take the necessary precautions to remove such debris; and

WHEREAS, Advanced Rehabilitation Technology, LLC will provide services for the lining repair and replacement to the inside of the Dome Building and includes scaffold setup and teardown, removal of existing liner, cleaning and preparation of affected area, and application of OBIC coating; and

WHEREAS, the total cost for the work is $29,920.00, which includes materials, delivery, installation, warranties, and contingencies, and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to replace the coating system inside the clarifier at the earliest opportunity as it is a critical component of the water treatment process; 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 and/or Finance Director is authorized and directed to expend funds for lining repair and replacement to the inside of the Dome Building at the Big Island Water Works (BIWW) Plant by Advanced Rehabilitation Technology, LLC Of Bryan, Ohio, through the Purchasing Cooperative of America (PCA) Purchasing Program, #PCA OD-347-21, at an amount **not to exceed** Twenty-Nine Thousand Nine Hundred Twenty and 00/100 Dollars ($29,920.00).

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 11, 2023

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

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

Date: August 29, 2023

Subject: **Commission Agenda Item – Permission to Bid the 2023 Underpass Rehabilitation at Columbus Avenue**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2023 Underpass Rehabilitation at Columbus Avenue Project.

BACKGROUND INFORMATION: The City of Sandusky is responsible for the approaches to, and general maintenance of, all underpasses throughout the City. Norfolk Southern (NS), the major rail user of these underpasses, is responsible for the structural aspects (concrete abutments and steel supports) of the underpasses but take no responsibility in the public portions beyond the structure. Underpass safety and the conditions of these underpasses is and will always be an item of concern as we navigate the relationship with NS.

In the fall of 2022, the City found itself a victim of a train derailment at the Columbus Ave underpass, of which rehabilitation projects were planned for or already under construction that were brought to a halt. At the time of the derailment, improvements were under way at the Columbus Avenue Lift Station and staff was preparing for a project that would improve underpass lighting, while cleaning and coat masonry walls. The underpass itself is in fairly good condition as it had a complete reconstruction in 1999 to address some major masonry concerns and later in 2017 some repairs and preventative maintenance were complete. As a result of the derailment, the lift station had to be completely reconstructed through the City's contractor and repairs to the remainder of the damaged infrastructure were facilitated by Norfolk Southern. The majority of this work is complete or is expected to be completed by the end of September.

Hence, staff is ready to move forward with the previously planned rehabilitation project, which will address the following components:

- Replace the remaining unsafe walkway handrail to a rustproof aluminum style to match the other half that will be replaced by the railroad. This is the most costly element of work.
- Upgrade underpass lighting to match the LED lighting fixtures on the Camp Street underpass for pedestrian and driver safety.
- Power wash and chisel off the existing wall coatings to the stone/concrete structure.
- Repair delamination and cracks with specialized cements and epoxies.
- Reapply a new waterproof coating system.

The 2023 Underpass Rehabilitation at Columbus Avenue project has an Engineer's Estimate of $499,663.50 and a completion date of June 7, 2024.

BUDGETARY INFORMATION: The estimated construction cost for the 2023 Underpass Rehabilitation at Columbus Avenue project is $499,663.50, which shall be paid with American Rescue Plan Act (ARPA) Stimulus Funds.

ACTION REQUESTED: It is recommended that the proposed 2023 Underpass Rehabilitation at Columbus Avenue 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 accept bids and award a contract to begin ordering fencing material as there are extremely long lead times on this type of material.

I concur with this recommendation:

_____	_____
John Orzech	Aaron Klein
City Manager	Director of Public Works

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris Interim Law Director

RESOLUTION NO._____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2023 UNDERPASS REHABILITATION AT COLUMBUS AVENUE PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is responsible for the approaches to, and general maintenance of, all underpasses throughout the City and Norfolk Southern (NS), the major rail user of these underpasses, is responsible for the structural aspects (concrete abutments and steel supports) of the underpasses, but takes no responsibility in the public portions beyond the structure; and

WHEREAS, in the fall of 2022, a train derailment at the Columbus Avenue underpass halted the City's rehabilitation projects that were planned including the Columbus Avenue Lift Station and a project to improve underpass lighting and cleaning and coating masonry walls; and

WHEREAS, the underpass itself is in fairly good condition as it had a complete reconstruction in 1999 to address some major masonry concerns and later in 2017 some repairs and preventative maintenance were completed; and

WHEREAS, the proposed 2023 Underpass Rehabilitation at Columbus Avenue address the previously planned rehabilitation to the underpass and involves replacing the remaining unsafe walkway handrail with a rustproof aluminum style, upgrading the underpass lighting to match the LED lighting fixtures on the Camp Street underpass for pedestrian and driver safety, power washing and chiseling off the existing wall coatings to the stone/concrete structure, repairing delamination and cracks with specialized cements and epoxies, and reapplying a new waterproof coating system; and

WHEREAS, the total estimated construction cost for this project is $499,663.50 and will be paid with American Rescue Plan Act (ARPA) Stimulus Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and award a contract as soon as possible to begin ordering fencing material as there are extremely long lead times on this type of material; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2023 Underpass Rehabilitation at Columbus Avenue Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2023 Underpass Rehabilitation at Columbus Avenue Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed 2023 Underpass Rehabilitation at Columbus Avenue Project as required by law.

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 11, 2023

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

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

Date: August 28, 2023

Subject: Commission Agenda Item – Permission to Bid the 2023 West Monroe Street Outfall

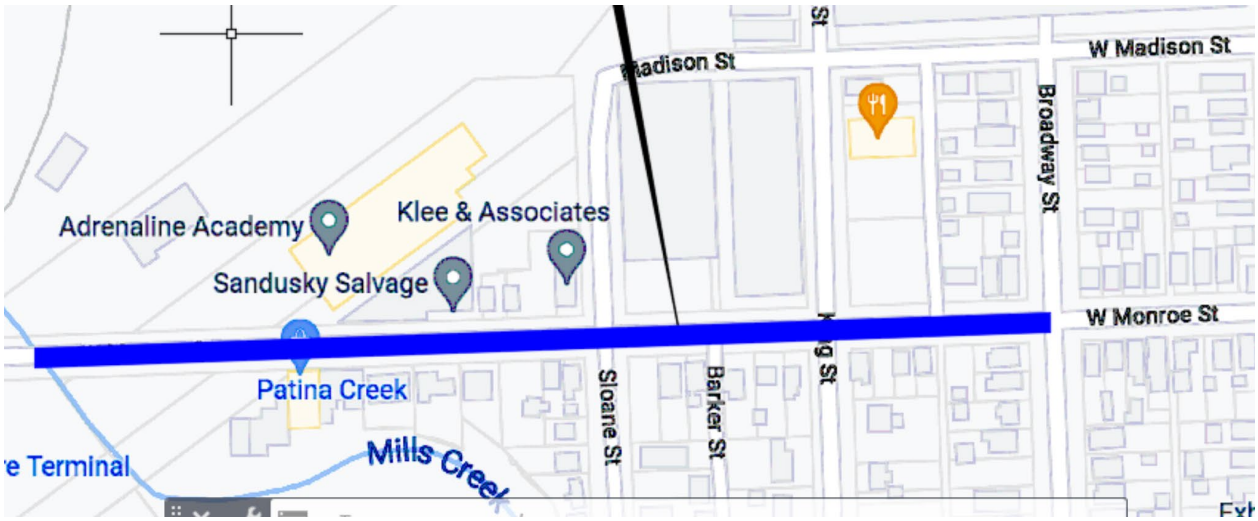
ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2023 West Monroe Street Outfall project.

BACKGROUND INFORMATION: As the City continues to separate sewers to lessen the effects of flooding and reduce the stormwater flows that get treated at the Wastewater Treatment Plant (WWTP), this project moves in that direction.
This project specifically adds almost 1500' of 36" storm sewer dedicated for carrying stormwater flows westward, away from the intersection of Broadway and W. Monroe Street, discharging this clean water into Mills Creek at the existing bridge there. Surface runoff for the roadway is collected in 8 new catch basin structures that will have the ability to absorb more runoff than the existing basins. This project was designed in-house and will take the most economical route, just inside the North curb line, to expedite construction and reduce the maintenance of traffic. This project will divert thousands of gallons of stormwater away from the treatment plant and send it directly into the bay.

Engineering staff stresses the importance to get this project bid as quickly as possible because it is planned to be a precursor to the 2025 W. Monroe Street drainage and paving project, which will resurface and add a dedicated storm sewer from the intersection of W. Monroe & Broadway to W. Monroe & Camp Street. In totality, this sends W. Monroe Street roadway runoff from Camp Street Westward into Mills Creek.

Additionally, another roadway and drainage project were recently awarded grant funding and planned for 2027, running from Camp Street to Decatur Street.

The project has an Engineer's Estimate of $645,040.00 and a completion date of April 1, 2024.



BUDGETARY INFORMATION: The estimated construction cost for the 2023 West Monroe Street Outfall project is $645,040.00, which shall be paid for with Sewer Funds.

ACTION REQUESTED: It is recommended that the 2023 West Monroe Street Outfall be approved for bidding 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 bid the project, receive competitive prices and complete the project by the deadline of April 1, 2024.

I concur with this recommendation:

_____	_____
John Orzech	Aaron Klein
City Manager	Director of Public Works

cc: Cathy Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

RESOLUTION NO._____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2023 WEST MONROE STREET OUTFALL PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City continues to separate sewers to lessen the effects of flooding and reduce stormwater flows that are treated at the Wastewater Treatment Plant and this proposed project is a step in that direction and is also a precursor to the 2025 W. Monroe Street Drainage and Paving Project; and

WHEREAS, the proposed 2023 West Monroe Street Outfall Project involves the addition of almost 1500 feet of 36 inch storm sewer that will be dedicated for carrying stormwater flows westward, away from the intersection of Broadway Street and W. Monroe Street, discharging the clean water into Mills Creek at the existing bridge as well as eight (8) new replacement catch basin structures with the ability to absorb more runoff than the existing basins and once completed, the project will divert thousands of gallons of stormwater away from the Wastewater Treatment Plant and directly into the Bay; and

WHEREAS, the total estimated construction cost for this project is $645,040.00 and will be paid with Sewer Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and complete the project by the deadline of April 1, 2024; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2023 West Monroe Street Outfall Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2023 West Monroe Street Outfall Project at the earliest possible

time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed 2023 West Monroe Street Outfall Project as required by law.

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 11, 2023

DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Colleen Gilson, Community Development Director

Date: August 29, 2023

Subject: Commission Agenda Item – Grant Fund to support development of the Sandusky Aquatic Center Project – Sandusky Education Foundation (on behalf of Sandusky City School)

ITEM FOR CONSIDERATION: Legislation approving a Grant Agreement to the Sandusky Education Foundation for the support of the Sandusky Aquatic Center. In collaboration with Sandusky City Schools, the Sandusky Education Foundation has been raising funds to build a new aquatic center at Sandusky High School.

BACKGROUND INFORMATION: The Sandusky Aquatic Center is owned and operated by the Sandusky City Schools for the benefit of its students, faculty, and for school-sponsored programs and activities. The district has generously offered community access for aquatic recreational, educational and health programs as well. A Community Use Agreement has been developed.

After many years of planning, design, engineering and fundraising, preliminary site preparations have begun, with construction to begin in October 2023 and be completed in December 2024. The estimated budget for the entire project is $9.3M, as follows:

Sandusky Aquatic Center	Revenue
Donations (individuals and corporations)	1,276,188
Foundation grants	3,745,524
Government support/City of Sandusky	500,000
Government support/Sandusky City Schools	3,800,000
Miscellaneous (sale of Kalahari day passes)	19,024
Total	9,340,736

Expenses	
Construction	7,450,000
Professional fees	900,000
Endowment	500,000
Administrative fees	350,000
Contingency	140,000
Total	9,340,000

- Construction includes construction of the facility, as well as construction-related contingency.
- Professional fees include architects' fees and other expenses such as surveys, testing, etc.
- Endowment refers to a permanent fund designated for long term major maintenance of the facility and for community access programs.
- Administrative fees cover administration of the capital campaign from 2018-2024.
- Contingency is intended to cover any unpaid donor pledges or other unanticipated expenses. Any unexpended funds at the conclusion of the project will be invested in the Endowment fund.

The City of Sandusky's funds along with funds contributed by the Dorn, Mylander, Schlink and YMCA Foundations and Firelands Regional Medical Center are earmarked for construction. Sandusky City Schools is contributing $3.8M from their federal allocation of ESSER funds (Covid relief) which must be expended by year end 2024.

It is the recommendation of staff to support the development of the Sandusky Aquatic Center with $500,000 in Capital Project funds. In doing so, the City will support the development of a community asset that is open and accessible for public use.

BUDGETARY INFORMATION: The City will be responsible for providing $500,000 in grant proceeds from the Capital Project funds on a reimbursement basis.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with the Sandusky Aquatic Center. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to ensure timely completion of the project.

I concur with this recommendation:

_____	_____
John Orzech	Colleen Gilson
City Manager	Community Development Director

cc: Justin Harris, Interim Law Director
Michelle Reeder, Finance Director
Cathy Myers, City Commission Clerk

CERTIFICATE OF FUNDS

In the Matter of: Sandusky City Schools- Pool Grant

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 # 431-4220-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/6/2023

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF $500,000.00 TO THE SANDUSKY EDUCATION FOUNDATION IN RELATION TO THE PROPERTY LOCATED AT 2130 HAYES AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky High School, located at 2130 Hayes Avenue, is constructing a new aquatic center, which is estimated to cost $9.3 Million Dollars; and

WHEREAS, the Sandusky Education Foundation is raising money to help construct the new aquatic center; and

WHEREAS, while the aquatic center is owned and operated by the Sandusky City Schools for the benefit of its students, faculty, and for school-sponsored programs and activities, the district has generously offered to the Sandusky community access for aquatic recreational, educational and health programs; and

WHEREAS, to help offset the cost of the construction of the new aquatic center, the City desires to expend Capital Project Funds in the amount of $500,000.00 to the Sandusky Education Foundation; and

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

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

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with the Sandusky Education Foundation for financial assistance for the purpose of furthering economic development and promoting public access to an aquatic center, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being

consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to the Sandusky Education Foundation in an amount **not to exceed** Five Hundred Thousand and 00/100 Dollars ($500,000.00) from Capital Projects Funds of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 11, 2023

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, 2023 (the "**Effective Date**"), by and between the CITY OF SANDUSKY, OHIO, an Ohio municipal corporation, and the Sandusky Education Foundation, an Ohio not-for-profit corporation (the "**Corporation**"). The City and the Corporation are collectively referred to herein as the "**Parties**".

WITNESSETH:

WHEREAS, in accordance with Section 13 of Article VIII of the Ohio Constitution and pursuant to Ordinance No. [_____], passed by the City Commission of the City of Sandusky, Ohio (the "**City Commission**") on September 11, 2023, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference (the "**Approval**"), the City determined that it is in the best interest of the citizens of the City to grant funds to financially support a portion of the renovation of the aquatic center at the Sandusky High School (the "**Project**") located at 2130 Hayes Avenue, Sandusky, Ohio 44870 (the "**Property**"); and,

WHEREAS, said Approval was rendered in order to encourage economic development and employment within the City; and,

WHEREAS, the Corporation is a community-based, non-profit 501(c)(3) corporation that supports the Sandusky City Schools; and,

WHEREAS, the Project constitutes the building of a new aquatic center at the Sandusky High School for the benefit of students, faculty, school-sponsored programs, as well as community access to the aquatic center for recreational, education, and health programs; and,

WHEREAS, the Project constitutes a total renovation cost of approximately Nine Million Three Hundred Thousand Dollars ($9,300,000); and,

WHEREAS, in accordance with Section 13 of Article VIII of the Ohio Constitution, it is a public interest and a proper public purpose for the City, in order to create jobs, employment opportunities, and to improve the economic welfare of the people of the state of Ohio, to make or guarantee loans or provide moneys for the acquisition, construction, enlargement, improvement, or equipment of property, structures, equipment, and facilities within the State of Ohio that are used for industry and commerce; and,

WHEREAS, the City desires to assist the Project and encourage economic development and employment, and therefore has agreed to provide, in the manner further described in Section 1 hereof, an economic incentive grant to the Corporation for offsetting a portion of the costs of the Project; and,

EXHIBIT "1"

WHEREAS, the prohibition of the City's loaning of credit under Section 6 of Article VIII of the Ohio Constitution does not extend to non-profit corporations that fulfill public functions; to wit: Sandusky Education Foundation is a duly registered non-profit corporation doing business in Ohio, and the City deems the construction and operation of the aquatic center that is open to the Sandusky community to be a public function, all in accordance with *State ex rel. Pugh v. Sayre*, 90 Ohio St. 215, 107 N.E. 512 (1914) (Article VIII, Section 6 does not prohibit donation of non-tax moneys to nonprofit corporations that fulfilled public functions) and *Leaverton v. Kerns*, 104 Ohio St. 550, 136 N.E. 217 (1922) (public funds may be given to a private, non-profit organization serving public purposes); and,

WHEREAS, the Corporation acknowledges the City's commitment to provide financial assistance through this Grant and has agreed to enter into this Agreement, which sets forth the Company's obligations concerning the use of the Grant's proceeds; and,

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

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

Section 1. Terms of the Grant. The City shall grant to the Corporation funds in the amount of Five Hundred Thousand Dollars ($500,000.00) (the "**Grant**") for use by the Corporation exclusively to pay a portion of the costs of the Project. The Grant shall be disbursed in one lump sum ("**Lump Sum**"). This Grant will not increase if the Corporation chooses to make additional improvements not contemplated in the application submitted to the City for the Project.

The City reserves the right to make adjustments to the grant amount awarded hereunder, pursuant to substantive changes to the Project's scope. Construction must be completed in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Corporation agrees to display a sign noting the City's support during construction and continuing for at least one (1) year upon completion of the Project.

The Corporation shall notify the City promptly following the completion of the Project consistent with this Section and provide any documents reasonably requested by the City that are related to the Project's costs and construction. Upon such receipt, the City will promptly review those documents and inspect the Property; the City will communicate to the Corporation whether the conditions set forth in this section have been satisfied and, if not, describe what is found to be deficient. In order to receive the Lump Sum, the Corporation must complete the Project by December 31, 2024, which date may be extended at the discretion of the City Manager.

EXHIBIT "A"

The Lump Sum shall be paid within fourteen (14) days following the confirmation of the satisfactory completion of construction by check placed in the U.S. regular mail to the notice address provided hereunder.

Section 2. Use of Funds. The Corporation will use the Grant to pay for a portion of the costs of completing the Project. The Corporation shall use the Grant solely in connection with eligible expenses incurred under the Project. By accepting the Grant herein provided, the Corporation agrees to meet the terms of this Agreement. All improvements to the Premises must be made in accordance with any approvals for the Project and permits and inspections as may be required by the City.

The Parties acknowledge and agree that portions of the construction of the Proposal may be subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 and all wages paid to laborers and mechanics employed in constructing those portions of the Proposal shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Proposal, which wages shall be determined in accordance with the requirements of that Chapter 4115.

Section 3. City's Obligation to Make Payments Not Debt. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement are not a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Corporation has no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Consistent with Section 13 of Article VIII of the Ohio Constitution, any payments required to be made by the City pursuant to this Agreement are to be payable solely from the City's non-tax revenues. Furthermore, the obligation of the City to make the payments pursuant to this Agreement are in accordance with the City Commission's approval and subject to certification by the Director of Finance of the City as to the availability of such non-tax revenues.

Section 4. Events of Default. At any time during the Term of this Agreement, and solely at the discretion of the City, should the City determine the Corporation is not in compliance with the terms of the Grant set forth herein, then the City shall provide Notice of Default to the Corporation pursuant to Section 5 demanding strict compliance therewith. If the Corporation fails to take necessary action during the notice period herein to regain and remain in compliance, then the City can immediately seek any legal or equitable remedy to which it is entitled including the repayment of any Grant amount.

Section 5. Notice of Default. Pursuant to Section 4, should the City determine that the Corporation is not in compliance with the terms of the Grant, then the City shall provide written notice to the Corporation, addressed to and sent via the notice provisions of Section 7(a) below (the "**Notice of Default**"). The Notice of Default shall state clearly the reason(s) for which the City determines the Corporation to be out of compliance. The Corporation shall have ten (10) days from the date it received the Notice of Default to cure or otherwise take the necessary corrective action to regain, and remain in, compliance with the terms of the Grant under this Agreement.

EXHIBIT "1"

Section 6. Indemnification of the City. The Corporation shall indemnify, defend, and hold harmless the City from and against all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, costs and expenses, arising from the City's remittance of funds under the Grant.

Section 7. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice is deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, Notices shall be addressed to:

(i) If to the City:

City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, Ohio 44870
Attention: Director of Community Development

City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, Ohio 44870
Attention: City Manager

(ii) If to the Corporation:

Sandusky Education
Foundation 135 E.
Washington Row, Suite B
Sandusky, Ohio 44870

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications are to be sent.

(b) Extent of Provisions: Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement are effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement is to be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future

EXHIBIT "A"

director, member, officer, agent or employee of the City. No official executing or approving the City's participation in this Agreement is liable personally under this Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement is neither binding upon nor inures to the benefit of the Corporation's successors and assigns unless with the prior written consent of the City.

(d) Assignment or Transfer. This Agreement is not to be assigned or transferred without the express written consent of the City.

(e) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(f) Authority to Sign. The Corporation and City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both Parties.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which is to be regarded as an original and all of which constitutes but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity does not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which are to be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof does not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof is deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

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

(j) Governing Law and Choice of Forum. This Agreement is to be governed by and constructed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees,

EXHIBIT "1"

and the Corporation, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

(k) Further Assurances. The Corporation shall, upon request of the City, duly execute and deliver to the City such further instruments, and do and cause to be done such further acts, as may be necessary or proper in the opinion of the City to carry out the provisions and purposes of this Agreement.

EXHIBIT "1"

[Signature Page to Follow]

IN WITNESS WHEREOF, the City and the Corporation have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

Sandusky Education Foundation

By: _____
[_____, _____]

CITY OF SANDUSKY, OHIO

By: _____
John Orzech, City Manager

Approved as to Form:

By: _____
Justin Harris, Interim Law Director

EXHIBIT "1"

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2023 under the foregoing Grant have been lawfully appropriated by the City Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

_____
Michelle Reeder, Finance Director

Dated: [_____], 2023

EXHIBIT "1"

EXHIBIT A

Ordinance Approving Economic Development Grant Agreement

[See Attached.]

EXHIBIT "1"

COMMUNITY DEVELOPMENT

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

To: John Orzech, City Manager

From: Arin Blair, Chief Planner

Date: August 29, 2023

Subject: Commission Agenda Item – Professional Design Services Agreement for the Sandusky Wheels Park Design and Construction Documentation

ITEM FOR CONSIDERATION: Agreement with OHM Advisors of Cleveland, Ohio, for design services for completing the Sandusky Wheels Park Design and Construction Documentation project.

BACKGROUND INFORMATION: The city has recently completed a preliminary design and community engagement process to envision a new 12,000 square foot all-wheels park with improved pedestrian access, three entry plazas with shade and seating, and resurfacing of the adjacent parking lot. OHM was the lead consultant on the recently completed project. The Sandusky Wheels Park Design and Construction Documentation project will develop all required construction documentation and bidding documents required for the city to put the project out to bid for construction. Primary components of the park include: semi-separated beginner/mellow area, bowl, pump track, jump line, street elements, and public art.

Sandusky Wheels Park will be a destination public park accessible to users of all wheels, all ages, and all skill levels. The existing skate park was constructed in approximately 1999/2000 and is at the end of its useful life. This public amenity is well used by residents and visitors of all ages and has a passionate group of supporters advocating for its replacement and revitalization.

The City issued a Request for Qualifications (RFQ) for the Sandusky Wheels Park Design and Construction Documentation Project in which two (2) qualification packages were received. A selection committee reviewed, evaluated, and ranked each package and based upon their experience, professional expertise and knowledge, past performance with similar projects, project approach, schedule, and location, it was determined, OHM Advisors was the most qualified. A final Scope of Services (SOS), dated August 21, 2023, is attached to the legislation as Exhibit "A".

The general scope of the professional services include:

- Existing Conditions Review and Analysis: information gathering, project timeline and communications schedule
- Design and Construction Documentation: all necessary components for construction and permitting
- Bidding Documents: construction document finalization and support for project manual/bid book
- Bidding: support for pre-bid and bidding RFI's

The final deliverable will allow us to bid the project in 2024.

BUDGETARY INFORMATION: The design services will not exceed $49,700 including all normal reimbursable expenses and will be funded by American Rescue Plan Act Stimulus funds.

ACTION REQUESTED: It is recommended that an ordinance authorizing a Design Services contract between the City of Sandusky and OHM Advisors of Cleveland, Ohio, for the Sandusky Wheels Park Design and Construction Documentation Project in the amount of $49,700 be prepared and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to expeditiously proceed with the professional services and have the design completed by January of 2024.

_____
Arin Blair, AICP, Chief Planner

I concur with this recommendation.

_____ _____

John Orzech, City Manager Colleen Gilson, Community Development Director

Cc: Cathy Myers, Clerk of City Commission
Michelle Reeder, Finance Director
Justin Harris, Interim Law Director

CERTIFICATE OF FUNDS

In the Matter of: OHM Advisors – Sandusky Wheels Park 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 # 240-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/6/2023

ORDINANCE NO. _____

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

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

WHEREAS, this City Commission approved a Professional Design Services Agreement with OHM Advisors of Cleveland, Ohio, for the Sandusky Skate Park – Design Development Project for the preliminary design and community engagement process for a new skate park by Ordinance No. 22-194, passed on September 26, 2022; and

WHEREAS, the City issued a Requests for Qualifications (RFQ) for the Wheels Park Design and Construction Documentation Project in which two (2) submittals were received, evaluated and ranked by a selection committee and based upon the firm's experience, professional expertise and knowledge, past performance with similar projects, project approach, schedule and location, it was determined, OHM Advisors of Cleveland, Ohio, was the most qualified; and

WHEREAS, OHM Advisors will be providing professional design services for the Sandusky Wheels Park Design and Construction Documentation Project which involves four (4) tasks: Review and Analysis, Design and Construction Documentation, Bidding Documents, and Bidding, and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the cost of the professional design services is $49,700.00 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 immediately proceed with the professional services so the design can be completed by January of 2024; and

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

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

Section 1. The City Manager is authorized and directed to enter into an

agreement for Professional Design Services with OHM Advisors of Cleveland, Ohio, for the Sandusky Wheels Park Design and Construction Documentation Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Forty-Nine Thousand Seven Hundred and 00/100 Dollars ($49,700.00).

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 11, 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 Community Development designated below or successor (the "Chief Planner"), and OHM Advisors (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name:	Sandusky Wheels Park Design and Construction
Director of Community Development:	Colleen Gilson
Address:	Department of Community Development City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870 Cgilson@cityofsandusky.com
Architect/Engineer:	OHM Advisors
Contact:	Matt Hils
Address:	6001 Euclid Ave., Suite 130 Cleveland, Ohio 44103 Matt.hils@ohm-advisors.com

EXHIBIT "1"

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

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

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

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

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

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

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

EXHIBIT "1"

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

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

EXHIBIT "A"

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

5.2. Basis of Compensation

5.2.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.3 hereof in the amount of forty nine thousand seven hundred and 00/100 dollars ($49,700.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

5.3. Method and Terms of Payment

5.3.1. Basic Fee. Payment of the Basic Fee shall be made in accordance with the Compensation Table in Exhibit A upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.3.2. Additional Fees. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.2.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.3.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants.

5.3.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the

EXHIBIT "1"

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,

EXHIBIT "1"

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

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

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

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

EXHIBIT "A"

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

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

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

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

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed phase performed prior to the termination date in accordance with Subparagraph 5.3.1.In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date with Additional Services completely performed prior to the termination date.

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

EXHIBIT "1"

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

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

8.2. Remedies

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

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

EXHIBIT "A"

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

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

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

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

EXHIBIT "1"

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by email transmission to the City at Cgilson@cityofsandusky.com, cc ablair@ci.sandusky.oh.us and to the Architect/Engineer at _____. Notices, certificates, requests, or other communications sent by email transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by email transmission only upon specific direction from the City.

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

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

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

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

EXHIBIT "1"

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

OHM Advisors

By: _____

_____
Printed Name & Title

CITY OF SANDUSKY, OHIO

By: _____
John Orzech
City Manager

APPROVAL:

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

_____
Justin Harris (#0078252)
Interim Law Director

EXHIBIT "1"

CERTIFICATE OF FUNDS

In the matter of: Sandusky Wheels Park Design and Construction

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 "1"

September 1, 2023

Arin Blair, AICP
Chief Planner
City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870

RE: Sandusky Wheels Park Design and Construction Documentation
Proposal #22209

Dear Arin:

As the Community Advancement firm, OHM Advisors (OHM, Consultant,) is grateful for the opportunity to continue working with the City of Sandusky (City, Client,) on the final design and construction documentation of the new wheels park.

This proposal represents our understanding of the project, work plan, schedule and cost of services.

Understanding

OHM will finalize the design, bidding, and construction documentation for the new wheels park including a pump track that accommodates all modes of rolling and abilities, shade elements, seating elements, drinking fountain, pedestrian circulation, and landscaping. We understand the construction budget will be between $800,000 and $900,000, based on the developed concept plan shown on the attached Exhibit 'A'.

Work Plan

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

Task #1 – Kick-off, Existing Conditions Review and Analysis

- Project kickoff meeting: Representatives from OHM meet in person, on site, with representatives from the City to confirm the existing conditions, challenges, opportunities, client team roles and responsibilities, and project line of communication.
- Meetings: (1) In-person meeting (Meeting #1)
- Deliverables: Meeting minutes

Task #2 – Design and Construction Documentation

- Create a construction document set that will meet the requirements for necessary permits and will detail the requirements for construction of the improvements. The documents will illustrate and describe the scope, relationships, forms, sizes, quantities, finishes, and appearance by means of plans, elevations, sections and/or construction details, including specifications that identify major systems, materials, quality levels, and quantities. The drawings will include:
    - Project Cover Sheet
    - General Notes

EXHIBIT "A"

- Site preparation plan(s)
- Layout and materials plan(s)
- Grading and drainage plan(s)
- Utility plan (water, and sanitary)
- Stormwater pollution prevention plan, including stormwater calculations, as required.
- Landscaping plan
- Details
- Sections, elevations, schedules, and any other documentation necessary to define the intended design.

- Confer with all necessary regulatory agencies, via email and phone, and incorporate their comments into the construction document and permit set. OHM will submit the project permit set to the necessary regulatory agencies for their review and approval. Submission will include completing required applications.
- OHM will provide any technical specifications establishing in detail, the requirements for materials and installation.
- Estimate of construction costs.
- Present all documents to City, for review and coordination. All review comments will be incorporated into final documents.
- Perform regular QA & QC reviews throughout the duration of the project to minimize risk for the Client and for OHM.
- Meetings:
  - Biweekly coordination virtual calls with the City.
  - (1) in-person progress submission review meetings with City Administration and Staff (Meeting #2).
- Deliverables:
  - 75% Construction Documents progress drawings, and cost estimate in PDF format.
  - 100% Permit and Construction Documents, including cost estimate in PDF format.
  - Memo letter summarizing regulatory requirements.
  - Meeting minutes.

EXHIBIT "A"

Task #3 – Bidding Documents

- OHM will finalize the construction document set that will meet the requirements for necessary permits and detail the requirements for construction of the improvements.
- The project manual / bid book for public bidding will be developed by the City. OHM will provide final technical specifications for inclusion into the project manual / bid book.
- Update estimate of construction costs & provide unit price tabulation.
- Bidding documents will be developed for a single bid package, via a design-bid-build delivery method.
- Perform final QA & QC review.
- Meetings:
  - Biweekly coordination virtual calls with the City.
  - (1) in-person progress submission review meetings with City Administration and Staff (Meeting #3).
- Deliverables:
  - 100% Bidding & Construction documents, including drawings, technical specifications, bid form, and cost estimate in PDF format.
  - Meeting minutes.

Task #4 – Bidding

- Attend pre-bid meeting, answer bidding requests for information (RFI's), and prepare clarification documents or addenda.
- Meetings: (1) Pre-Bid meeting (Meeting #4)
- Deliverables: RFI, clarifications, or addendum responses in PDF format.

Compensation and Timetable

OHM Advisors will provide the above-outlined professional services in accordance with the following lump sum fee schedule. The timetable assumes a notice-to-proceed date of August 21st, 2023.

Task	Fee	Timetable
Task #1: Kick-off, Existing Conditions Review and Analysis	$ 3,800	September
Task #2: Design and Construction Documentation	$ 33,700	September - November
Task #3: Bidding Documents	$7,700	December
Task #4: Bidding	$4,700	January - February
Total:	**$ 49,700**	

Clarifications and Assumptions

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

EXHIBIT "A"

Authorization

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the City of Sandusky Terms and Conditions, and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service! We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at 216-339-7412 or jeremy.hinte@ohm-advisors.com.

Sincerely,

OHM Advisors

Jeremy Hinte, PLA, ASLA, Project Manager
Jeremy.hinte@ohm-advisors.com
D: 216.865.1337 C: 216.339.7412

Russ Critelli, PE, PMP, Principal
Russ.Critelli@ohm-advisors.com
D: 216.865.1336 C: 216.346-2637

Authorization to Proceed:
City of Sandusky

Signature Date

Printed Name Title

EXHIBIT "A"

SANDUSKY WHEELS PARK

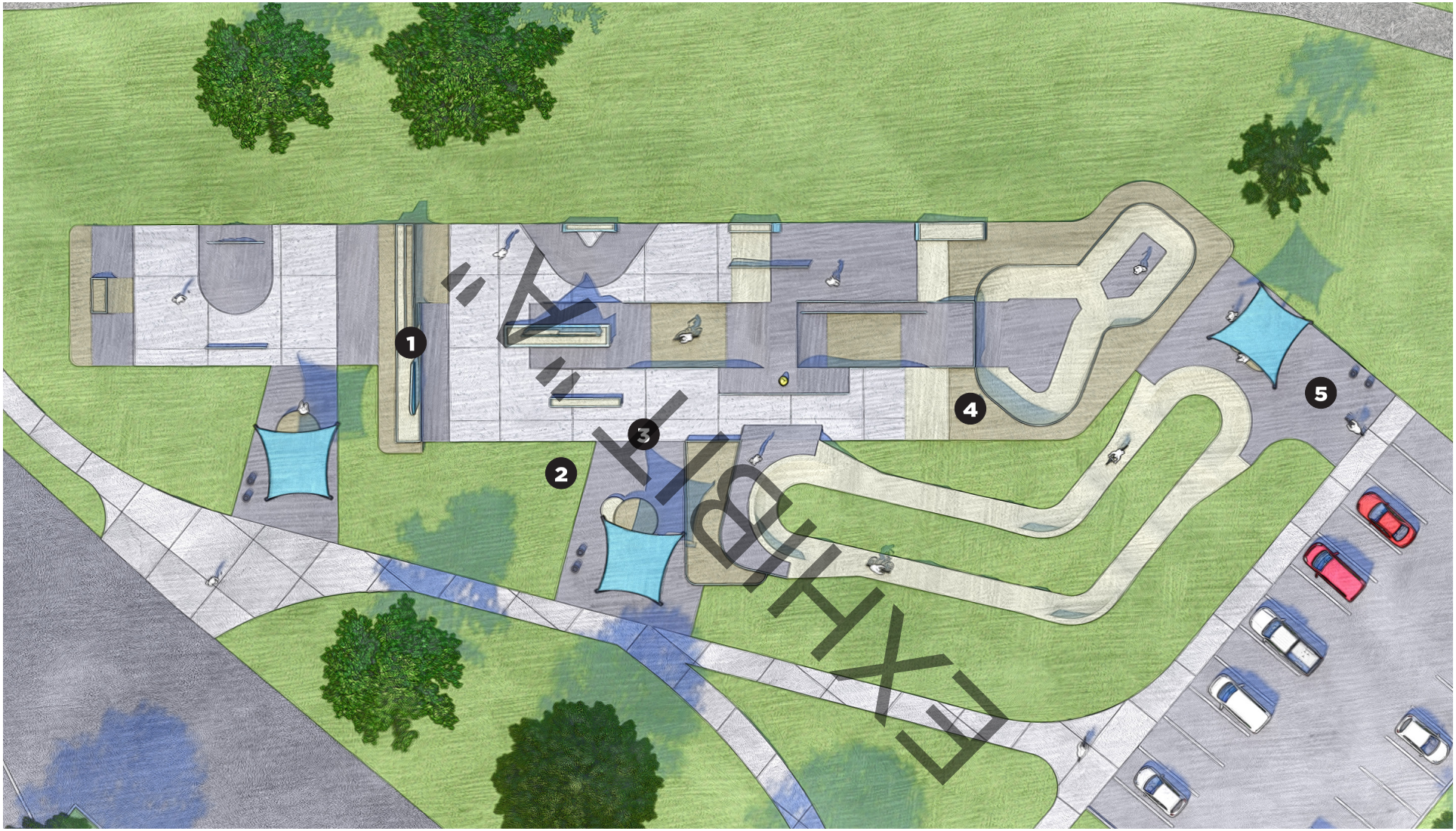


EXHIBIT A

VIEW 1 | **VIEW 2** | **VIEW 3** | **VIEW 4** | **VIEW 5**

Exhibit 'A'