



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JANUARY 08, 2024 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Koonce
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Brady, D. Murray, S. Poggiali, R. Koonce, J. Krabill, K. Vargo, D. Waddington
APPROVAL OF MINUTES	December 20, 2023 Regular Meeting
SWEARING IN	Lt. Jake Wooten, Fire Department
AUDIENCE PARTICIPATION	
ELECTION OF OFFICERS	President, Vice President
PRESENTATION	2024 Total Eclipse, McKenzie Spriggs & Amanda Smith Rasnick
PROCLAMATIONS	Sundusky Eclipse, Mr. Poggiali & Martin Luther King Day, Mr. Koonce
PUBLIC HEARING	2024 Budget, Michelle Reeder
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

CONSENT AGENDA

ITEM A – Submitted by Cathy Myers, Commission Clerk

LIQUOR LICENSE FOR DEMOREFISH LLC

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

Notice to Legislative Authority for NEW D5J Liquor License; Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am. Community entertainment district.

For: Demorefish LLC, dba Cellar, 117 E. Washington Row

ITEM B – Submitted by Debi Eversole, Housing & Development Specialist

APPROVAL OF APPLICATION FOR WELCOME HOME OHIO GRANT PROGRAM FY24-25

Budgetary Information: There is no impact on the City's General Fund. It is anticipated that all projects undertaken as part of the grant will be paid for through grant funds.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the submission of a grant application to the Ohio Department of Development through the fiscal year 2024-2025 Welcome Home Ohio Grant Program for the Department of Community Development; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Nicole Grohe, CDBG Administrator

APPROVAL OF MOU WITH ERIE COUNTY BOARD OF HEALTH

Budgetary Information: The City will receive \$350 per environmental review report from the Erie County Health Department not exceeding \$122,500. The funds will go into the General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Memorandum of Understanding (MOU) with the Erie County Board of Health for environmental and historical review services to be provided by City employees and reimbursed utilizing Ohio Lead Safe Home Grant Funds and United States Department of Agriculture Rural Home Preservation Grant Funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by James Stacey, Transit Administrator

APPROVAL OF AGREEMENT TO PURCHASE PUBLIC TRANSIT IMPROVEMENTS WITH ECHD

Budgetary Information: The City of Sandusky will invoice the Erie County Health Department/Erie County Community Health Center following each purchase. The City of Sandusky will receive total compensation not to exceed \$25,000 during the effective dates of this agreement.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with the Erie County Board of Health for the purchase and reimbursement of costs for bus shelters or bus benches for the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

ITEM E – Submitted by Jason Werling, Recreation Superintendent

APPROVAL OF AMENDMENT TO THE AGREEMENT WITH PROGRESSIVE CLEANING

Budgetary Information: The cost of the contract for 2024 for City Hall shall not exceed \$34,632 annually and be paid for using Building Maintenance, Operational and Maintenance Budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a first amendment to the agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio, for cleaning services at City Hall, 240 Columbus Avenue; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

REGULAR AGENDA

ITEM 1 – Submitted by Arin Blair, Chief Planner (SECOND READING)

APPROVAL OF ZONE MAP AMENDMENT FOR 920 W. OSBORNE STREET

Budgetary Information: The rezoning has no direct budgetary impact.
ORDINANCE NO. _____: It is requested an ordinance be passed amending the Official Zone Map of the City of Sandusky to rezone parcel no. 58-65001.000 from “PF” Public Facilities District to “RMF” Residential Multi-Family District; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

ITEM 2 – Submitted by Michelle Reeder, Finance Director (FIRST READING)

APPROVAL OF 2024 APPROPRIATIONS BUDGET

ORDINANCE NO. _____: It is requested an ordinance be passed making general appropriations for the fiscal year 2024.

ITEM 3 – Submitted by Aaron Klein, Public Works Director

APPROVAL OF AMENDMENT 2 OF AGREEMENT FOR CHURCHWELL & MACARTHUR PARKS WITH STRAND

Budgetary Information: The initial project cost was \$125,250 (including amendment #1) paid fully from a reimbursable grant provided by the Erie County Health Department. Amendment #2, which is an increase of \$1,104,200, the revised total contract amount is not to exceed \$1,229,450. All of Amendment #2 will utilize funding made available to the City of Sandusky through the American Rescue Plan Act (ARPA) which must be encumbered by the end of 2024.
ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a second amendment to the agreement for Professional Design Services with Strand Associates, Inc. of Cincinnati, Ohio, for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

ITEM 4 – Submitted by Aaron Klein, Public Works Director

APPROVAL OF AGREEMENT WITH WSP USA FOR SAFE STREETS FOR ALL- CITYWIDE SAFE STREET PLAN

Budgetary Information: The professional services agreement with WSP will not exceed \$250,000 of which \$200,000 will be paid with federal grant funds and the remaining \$50,000 will be paid with Capital Projects Funds.
ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an Agreement for Professional Services with WSP USA Inc., of Cleveland, Ohio, for the development of a Citywide Safe Streets Action Plan; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

ITEM 5 – Submitted by Aaron Klein, Public Works Director

APPROVAL OF AMENDMENT 1 OF AGREEMENT FOR THE LANDING WITH STREAM & WETLANDS

Budgetary Information: The cost will still be paid by the Capital Projects Fund. The City has already made an initial payment of \$5,850 (15%) to reserve the credits in the original agreement and the remaining \$650 will be paid upon receipt of all related permits.
ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a first amendment to the agreement for wetlands mitigation credits with Streams + Wetlands Foundation for The Landing Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

ITEM 6 – Submitted by Josh Snyder, Public Works Engineer

APPROVAL OF PERKINS AVENUE WATERLINE & RESURFACING PROJECT C/O 2 & FINAL WITH SPEER BROS.

Budgetary Information: The original contract with Speer Bros., Inc. was \$5,411,227.34, previous Change Order 1 increased the contract by \$642,393.02 and Change Order 2 is an increase of \$221,279.37, increasing the contract total to \$6,274,889.73. With the additional funding from the Ohio Department of Development in corresponding legislation, the new project split shall be;

	Original	Change Order 1	Change Order 2	Final
OWDA Loan - Water	\$ 3,807,537.15	\$ (1,367,859.59)		\$ 2,439,677.56
OWDA Loan - Storm/Sewer	\$ 518,547.30	\$ 270,395.50	\$ 221,279.37	\$ 1,010,222.17
OPWC Loan	\$ 145,049.00	\$ (145,049.00)	\$ -	\$ -
OPWC Grant	\$ 325,000.00	\$ -	\$ -	\$ 325,000.00
Issue 8	\$ 615,093.89	\$ (615,093.89)	\$ -	\$ -
ODOD Grant	\$ -	\$ 2,500,000.00	\$ -	\$ 2,500,000.00
	\$ 5,411,227.34	\$ 642,393.02	\$ 221,279.37	\$ 6,274,899.73

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the second and final change order for work performed by Speer Bros., Inc. of Sandusky, Ohio, for the Perkins Avenue Waterline and Resurfacing Project in the amount of \$221,279.37; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

ITEM 7 – Submitted by Josh Snyder, Public Works Engineer

AWARDING A CONTRACT FOR FOLLETT & MILLS STREETS PROJECT TO MIDWEST TANK

Budgetary Information: The construction cost shall not exceed Two Hundred Seventy-One Thousand Five Hundred Dollars (\$271,500.00) and will be paid with Water Funds. This amount is within 10% of the original engineer’s estimate of \$250,000.00 in Resolution No. 007-23R.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Midwest Tank Management, LLC of Fremont, Ohio, for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

ITEM 8 – Submitted by Megan Stookey, Project Manager

PERMISSION TO BID THE MEADOWOOD SIDEWALK PROJECT

Budgetary Information: The engineer’s estimate for the construction costs is \$186,690.45, which will be split with ODOT funding 80% (\$149,352.36) of the project and the City covering the remaining 20% with (\$37,338.09) with Capital Projects Funds (Issue 8 Infrastructure).

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Meadowood Subdivision Sidewalk 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 9 – Submitted by Megan Stookey, Project Manager & Jason Werling, Recreation Superintendent

APPROVAL OF JAYCEE & WASHINGTON PARK PROJECT CHANGE ORDER 1 & FINAL WITH RMH

Budgetary Information: The original contract with RMH Concrete & Foundations, Inc. of Collins, OH, was \$44,048.20, Change Order 1 & Final is an increase of \$14,498.81, making the final cost of the project \$58,547.01 of which \$30,176.20 will be paid with funds donated from the Randolph J. & Estelle M. Dorn Foundation designated for the Sandusky Neighborhood Initiative, \$9,872.00 will be paid with funds donated from the Mylander Foundation, and \$4,000.00 will be paid with Friends of the Sandusky Greenhouse Funds donated from the Michelle Wightman and Karrie Wieber Charitable Foundation and the additional \$14,498.81 will be paid with Issue 8 funds from the Capital Projects Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first & final change order for work performed by RMH Concrete & Foundations, Inc. of Collins, Ohio, for the 2023 Jaycee and Washington Park Concrete Project in the amount of \$14,498.81; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

ITEM 10 – Submitted by Megan Stookey, Project Manager & Jason Werling, Recreation Superintendent

APPROVAL TO AWARD BOY WITH THE BOOT PROJECT TO SPECIALIZED PIPE TECHNOLOGIES

Budgetary Information: The construction cost shall not exceed \$12,250.00 and shall be paid for with Parks & Recreation funds made available through the Mylander Foundation.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Specialized Pipe Technologies of Mansfield, Ohio, for the Boy with the Boot, Cast Iron Pipe Lining Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

ITEM 11 – Submitted by Jason Werling, Recreation Superintendent

APPROVAL OF AGREEMENT FOR TOTAL ECLIPSE SUNDUSKY FESTIVAL WITH ADVANTAGE ENTERTAINMENT

Budgetary Information: The contract will not exceed \$50,000 and will be paid for with programming funds from the Capital Projects Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for special event producer for the Total Eclipse of Sundusky Festival to be held April 5th through 8th, 2024; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

ITEM 12 – Submitted by Jason Werling, Recreation Superintendent

APPROVAL OF MILLS GOLF COURSE CLUBHOUSE BUILDING & ROOF RESTORATION WITH GARLAND

Budgetary Information: Total cost for this repair work is \$23,933.00, which includes materials, delivery, installation, warranties, and a contingency, and will be paid from the Capital Projects Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Garland/DBS, Inc. of Cleveland, Ohio, through the U.S. Communities Government Purchasing Alliance for the building & roof restoration at the Mills Golf Course Clubhouse Facility Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

ITEM 13 – Submitted by Jason Werling, Recreation Superintendent

APPROVAL OF GREENHOUSE MASONRY RESTORATION WITH GARLAND

Budgetary Information: Total cost for this repair work is \$99,251.36, which includes materials, delivery, installation, warranties and a contingency, and will be paid from the Capital Projects Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Garland/DBS, Inc. of Cleveland, Ohio, through the U.S. Communities Government Purchasing Alliance for the masonry façade restoration at the Sandusky Greenhouse Facility Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

ITEM 14 – Submitted by Jason Werling, Recreation Superintendent

APPROVAL OF 2024 MYLANDER PAVILION PRICING

Budgetary Information: The current fee schedule will not negatively impact the General Fund. It is the desire that these fees continue to be placed into the General Fund to maintain the needed expenses to operate the facility.

ORDINANCE NO. _____: It is requested an ordinance be passed approving a new fee schedule for the Mylander Pavilion at the Jackson Street Pier established for the Recreation Department; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

ITEM 15 – Submitted by Jason Werling, Recreation Superintendent

APPROVAL OF ADDITIONAL FUNDS FOR TORO MOWER FOR GROUNDS MAINTENANCE FROM CENTURY

Budgetary Information: The additional cost of \$34,418.82 will be paid for using Capital Issue 8 funds. This \$159,940.32 mower purchase will be included in the capital budget for 2024.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance no. 22-032, passed on February 28, 2022; declaring a 1999 Toro 580 mower as unnecessary and unfit for City use pursuant to section 25 of the City Charter; authorized and directed the City Manager to purchase a new Toro Groundsmaster 5910 rotary mower from Century Equipment of Toledo, Ohio, through the Sourcewell Cooperative Purchasing Program for the Grounds Maintenance Division; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

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

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

2068433		NEW		DEMOREFISH LLC DBA CELLAR 117 E WASHINGTON ROW SANDUSKY OH 44870	
PERMIT NUMBER		TYPE			
ISSUE DATE					
12 11 2023					
FILING DATE					
D5J		PERMIT CLASSES			
22 077 B		D00009			
TAX DISTRICT		RECEIPT NO.			

FROM 12/19/2023

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



MAILED 12/19/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 01/19/2024

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B NEW 2068433**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: LiquorLicensingMailUnit@com.state.oh.us

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

Cathy Myers

From: Jared Oliver
Sent: Thursday, December 21, 2023 12:42 PM
To: Cathy Myers; Mario D'Amico; Colleen Gilson
Subject: RE: New Liquor Permit # 2068433

SPD has no comments or concerns with this permit.



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



From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Thursday, December 21, 2023 11:08 AM
To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: New Liquor Permit # 2068433

Please provide comments for this Liquor permit for Commission meeting 01.08.24.

DEMOREFISH LLC, dba Cellar, 117 E. Washington Row, Sandusky

D5J: Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am. Community entertainment district.



Cathy Myers, Commission Clerk
City Hall
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850 | F: 419.627.5555
www.cityofsandusky.com



Cathy Myers

From: Mario D'Amico
Sent: Friday, December 22, 2023 8:20 AM
To: Cathy Myers; Jared Oliver; Colleen Gilson
Subject: Re: New Liquor Permit # 2068433

SFD has no concerns with this liquor permit.



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

From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Thursday, December 21, 2023 11:08 AM
To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: New Liquor Permit # 2068433

Please provide comments for this Liquor permit for Commission meeting 01.08.24.

DEMOREFISH LLC, dba Cellar, 117 E. Washington Row, Sandusky

D5J: Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am. Community entertainment district.



Cathy Myers, Commission Clerk
City Hall
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850 | F: 419.627.5555
www.cityofsandusky.com



Cathy Myers

From: Colleen Gilson
Sent: Thursday, December 21, 2023 4:09 PM
To: Jared Oliver; Cathy Myers; Mario D'Amico
Subject: Re: New Liquor Permit # 2068433

No concerns from Comm Dev.

Colleen Gilson

From: Jared Oliver <joliver@cityofsandusky.com>
Sent: Thursday, December 21, 2023 12:41:41 PM
To: Cathy Myers <CommissionClerk@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: RE: New Liquor Permit # 2068433

SPD has no comments or concerns with this permit.



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



From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Thursday, December 21, 2023 11:08 AM
To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: New Liquor Permit # 2068433

Please provide comments for this Liquor permit for Commission meeting 01.08.24.

DEMOREFISH LLC, dba Cellar, 117 E. Washington Row, Sandusky

D5J: Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am. Community entertainment district.

Cathy Myers, Commission Clerk
City Hall
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850 | F: 419.627.5555
www.cityofsandusky.com



Department of Community Development

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

To: John Orzech, City Manager

From: Debi Eversole, Housing Development Specialist

Date: December 21, 2023

Subject: Commission Agenda Item – Application for Welcome Home Ohio Grant Programs FY24-25

Items for Consideration: A resolution approving the filing of an application for financial assistance from the FY24 - 25 Welcome Home Ohio Grant Program with the Ohio Department of Development and, if awarded, allowance for the City Manager to execute the grant and all agreements and to authorize program expenditures.

Background Information: The Welcome Home Ohio (WHO) program is designed to provide grants to Ohio Land Reutilization Programs for the purchase of qualifying residential properties, the cost of construction or rehabilitation, or a nonrefundable tax credit for qualifying activities.

- Eligible properties are owner occupied, single-family units with at least 1,000 square feet of habitable space, among other qualifications.
- Eligible individuals that can purchase these rehabilitated properties must have an annual income of not more than 80% of the area median income and agree to deed restrictions that they must reside at the property for at least five (5) years from the date of purchase and cannot sell the property to a non-qualifying buyer for twenty (20) years following the date of sale (among other qualifications).

The Ohio General Assembly funded the program in House Bill 33, with \$100 million in General Revenue Funds for grants and \$50 million in nonrefundable tax credits over the course of a two (2) year period. Governor Mike DeWine signed the bill into law on July 4, 2023. The program will be administered by the Ohio Department of Development.

Each of the three Welcome Home Ohio program offerings will be funded up to \$25 million in each fiscal year. This opportunity has the potential to fund the incorporation of 2,150 affordable, owner-occupied single-family homes across the state of Ohio.

- **Welcome Home Ohio – Purchasing (WHO-P)**
 - Grant funds to cover the cost of purchasing a qualifying residential property.
 - Eligible entities are land banks and land reutilization corporations.
 - \$25 million in each fiscal year with the ability to roll funds forward into the next fiscal year.
- **Welcome Home Ohio – Rehab/Construction (WHO-RC)**
 - Grant funds to cover the cost of rehabilitation or construction of a qualifying residential property.
 - Eligible entities are land banks and land reutilization corporations.

- A maximum of \$30,000 can be applied to each qualified residential property.
- \$25 million in each fiscal year with the ability to roll funds forward into the next fiscal year.
- At least 1,600 homes could be built/rehabbed in the two years of the program (\$50 million/\$30,000).
- **Welcome Home Ohio – Tax Credits (WHO-TC)**
 - Tax credit that is issued once the qualifying residential property is sold to a qualifying individual.
 - Eligible entities are land banks, land reutilization corporations, and eligible developers.
 - A maximum of \$90,000 or one-third the cost of rehab/construction, whichever is less.
 - \$25 million in each fiscal year with the ability to roll funds forward into the next fiscal year, with no funds expended after June 30, 2025.
 - At least 550 homes could be built/rehabbed in the two years of the program (\$50 million/\$90,000).

Budgetary Information: There is no impact on the City's General Fund. It is anticipated that all projects undertaken as part of the grant will be paid for through grant funds.

Action Requested: It is requested that proper legislation be prepared for the filing of an application for FY24-25 Welcome Home Ohio Grant Program with the Ohio Department of Development and, if awarded, allowance for the City Manager to execute the grant and all agreements and to authorize program expenditures. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to begin immediate preparation of the grant in order to meet the February 9, 2024 application filing deadline.

Debi Eversole
Housing Development Specialist

I concur with this recommendation:

Colleen Gilson
Community Development Director

John Orzech
City Manager

cc: Cathy Myers, Clerk of the City Commission
Stewart Hastings, Law Director
Michelle Reeder, Finance Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF DEVELOPMENT THROUGH THE FISCAL YEAR 2024-2025 WELCOME HOME OHIO GRANT PROGRAM FOR THE DEPARTMENT OF COMMUNITY DEVELOPMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Welcome Home Ohio (WHO) program was created to award grants for the purchase of qualifying residential properties, the cost of construction or rehabilitation, or a nonrefundable tax credit for qualifying activities; and

WHEREAS, each of the three program offerings will be funded up to \$25 million in each fiscal year and this opportunity has the potential to fund the incorporation of at least 2,150 affordable, owner-occupied homes across the state of Ohio; and

WHEREAS, it is anticipated that any project(s) proposed in the grant application will be paid with grant 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 submit the grant application to the Ohio Department of Development by the filing deadline of February 9, 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 of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves the submission of a grant application to the Ohio Department of Development for financial assistance through the Fiscal year 2024-2025 Welcome Home Ohio (WHO) Grant Program for the Department of Community Development.

Section 2. This City Commission authorizes and directs the City Manager to provide all information and documentation required for possible financial assistance and to execute any grant agreements and lawfully expend funds consistent with the application and agreement should they be awarded.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent

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

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

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

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024



Community Development

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

TO: John Orzech, City Manager

FROM: Nicole Grohe, CDBG Administrator

DATE: December 27th, 2023

RE: MOU Erie County Health Department

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to enter into a Memorandum of Understanding with the Erie County Board of Health dated January 1st, 2024. The intent of the MOU is to accept reimbursement for environmental review work that city staff is conducting for the Ohio Lead Safe Home and Department of Health and the United States Department of Agriculture Rural Home Preservation Grants on behalf of the health department.

BACKGROUND INFORMATION: The Erie County Health Department was awarded \$1,440,000 through the Ohio Department of Health (ODH) and \$510,000 through the Ohio Rural Development (ORD) Office. The ODH funds are to be used to remove lead hazards from residential structures from residential units located in Erie, Ottawa, Sandusky, Huron, and Lorain Counties. The ORD funds must be used in rural areas within Erie County. The Erie County Health Department has determined through the grant that they can provide reimbursement for environmental review work being conducted by city staff. City staff has the necessary skills to administer the review work.

BUDGET IMPACT: The city will receive \$350 per environmental review report from the Erie County Health Department not exceeding \$122,500. The funds will go into the general fund.

ACTION REQUESTED: It is requested that City Commission authorize the Memorandum of Understanding with the Erie County Board of Health to allow staff to conduct environmental reviews for the Erie County Health Department on a reimbursement basis of \$350 per report, not to exceed \$122,500, it is further requested that this legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter as the prior MOU expires 12/31/23 and to allow for the continuation of services.

Nicole Grohe, CDBG Administrator

I concur with this recommendation:

Colleen Gilson, Community Development Director John Orzech, City Manager

cc: Stewart Hastings, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ERIE COUNTY BOARD OF HEALTH FOR ENVIRONMENTAL AND HISTORICAL REVIEW SERVICES TO BE PROVIDED BY CITY EMPLOYEES AND REIMBURSED UTILIZING OHIO LEAD SAFE HOME GRANT FUNDS AND UNITED STATES DEPARTMENT OF AGRICULTURE RURAL HOME PRESERVATION GRANT FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Board of Health has been awarded \$1,440,000 in Ohio Lead Safe Home grant funds from the Ohio Department of Health and \$510,000 from the Ohio Department of Development to remove or enclose lead paint hazards in residential properties in Erie, Ottawa, Sandusky, Huron and Lorain Counties; and

WHEREAS, the Board of Health has also been awarded \$135,000 from the United States Department of Agriculture Home Preservation Grant Program to remove safety and health hazards from homes within Erie County Health District; and

WHEREAS, the City has employees knowledgeable in the preparation of residential housing unit Environmental and Historical Assessments and the County desires to utilize the City's qualified employees to perform Environmental and Historical Reviews; and

WHEREAS, the City has performed these services in the past for the Erie County Board of Health and the previous Memorandum of Understanding expired December 31, 2023; and

WHEREAS, the City will be reimbursed by the Erie County Board of Health for services performed at the cost of \$350.00 per unit for a total amount not to exceed \$122,500.00 utilizing the grant funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately execute the MOU as the prior agreement expired on December 31, 2023, and to allow for the continuation of services; 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 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. The City Manager is authorized and directed to enter into a Memorandum of Understanding with the Erie County Board of Health for environmental and historical review services to be provided by City's employees and reimbursed utilizing Ohio Lead Safe Home Grant Funds and United States Department of Agriculture Home Preservation Grant Funds, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. If any section, phrase, sentence, or portion of this 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.

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ERIE COUNTY GENERAL HEALTH DISTRICT AND
THE CITY OF SANDUSKY**

1. This memorandum of understanding is between the Erie County Board of Health (BOH) and the City of Sandusky (City).
2. The BOH has been awarded \$1,440,000 in Ohio Lead Safe Home grant funds from the Ohio Department of Health and \$510,000 from the Ohio Department of Development to remove or enclose lead paint hazards in residential properties in Erie, Ottawa, Sandusky, Huron and Lorain Counties
3. The BOH has also been awarded \$135,000 from the USDA to remove safety and health hazards from homes within Erie County Health District.
4. The City has employed professional staff knowledgeable in the preparation of residential housing unit Environmental and Historical Assessments.
5. The City will maintain credentials and licensing for all employees engaged in work under the umbrella of this Memorandum of Understanding.

Service	Quantity	Unit Cost
HUD and USDA Format Environmental Reviews for Categorical Exclusions with Ohio Historical Review	Not to exceed 350	\$350.00

6. On or before the 3rd Monday of each month, the City may submit an invoice to the BOH for all services performed in the period preceding the invoice date.
7. Approved invoice submissions will be approved by the Board of Health for payment at the regularly scheduled monthly BOH meetings. Checks will be cut and released for payment within 14 days of BOH approval.
8. Either party may cancel this agreement by giving the other party written notice, after such notice is given this memorandum will become null and void on a mutually agreed upon date or 60 days from date of original notice which ever come first.
9. This understanding will commence upon execution and cover reviews received and reviewed on or after 1/1/2024. The understanding will expire on December 31, 2025.

Peter T. Schade, Health Commissioner

Date

John Orzech, City Manager

Date



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

TO: John Orzech, City Manager

FROM: James A. Stacey III, Transit Administrator

DATE: December 22, 2023

SUBJECT: Agreement to Purchase Public Transit Improvements- Erie County Health Department

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a contract with the Erie County Health Department for the purchase and reimbursement of bus shelters or benches.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) and the Erie County Health Department are collaborating to reconstruct select transit waiting areas to enhance ridership experience. STS currently services 135 bus stops across five fixed route lines, equipped with only a total of five bus shelters. Feedback received from public engagement states that customers would like amenities at bus stops that make the vehicles more accessible to passengers. The contract is for the purchase of public transit improvements such bus shelters and benches and will be reimbursed by the Erie County Health Department/ Erie County Health Center pursuant to the "Creating Healthy Communities" grant from the Ohio Department of Health. All purchases must be completed and invoiced prior to May 31, 2024. The equipment is to be dispersed at the discretion of the Sandusky Transit System.

BUDGET IMPACT: The City of Sandusky will invoice the Erie County Health Department/ Erie County Community Health Center following each purchase. The City of Sandusky will receive total compensation not to exceed \$25,000 during the effective dates of this agreement.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a contract for the purchase and reimbursement of bus shelters and benches with Erie County Health Department. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to execute the contract and immediately begin the purchasing process so invoicing can be completed by the deadline.

James A. Stacey III, Public Transit Administrator

I concur with this recommendation:

John Orzech, City Manager

Colleen Gilson,
Director of Community Development

cc: Cathy Myers, Clerk of the City Commission
Michelle Reeder, Finance Director
Stewart Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Bus Shelter & Bench reimbursement with EC Health Dept.

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 #218-6810-54000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 1/2/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE ERIE COUNTY BOARD OF HEALTH FOR THE PURCHASE AND REIMBURSEMENT OF COSTS FOR BUS SHELTERS OR BUS BENCHES FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City and the Erie County Health Department desire to enter into a contract for the purchase and reimbursement of public transit improvements such as bus shelters or bus benches for the Sandusky Transit System renovation; and

WHEREAS, the Erie County Health Department will reimburse the City for the purchase of bus shelters or bus benches as needed up to \$25,000.00 using funds from the Ohio Department of Health through the “Creating Healthy Communities” grant program; and

WHEREAS, pursuant to the Contract, City will invoice the Erie County Health Department following each purchase and all purchases must be completed and invoiced prior to May 31, 2024; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to execute the Contract and immediately begin the purchasing process so invoicing can be completed 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 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. The City Manager is authorized and directed to enter into a Contract with the Erie County Board of Health for the reimbursement of the purchase and reimbursement of bus shelters or bus benches for the Sandusky Transit System, 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 as are approved by the Law Director as not being

adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024



Erie County Health Department
An Accredited Public Health Department
Erie County Community Health Center
A Federally Qualified Health Center
Peter T. Schade, MPH, REHS
Health Commissioner



Contract

Erie County Health Department
420 Superior Street,
Sandusky, OH 44870
and
The City of Sandusky Division of Transit
240 Columbus Ave.
Sandusky, OH 44870

Effective Dates of MOU:
January 1, 2024 - September 30, 2024

Purpose of the Contract:

This contract is for the purchase of public transit improvements such as bus shelters or bus benches as needed for the Sandusky Transit System renovation by the City of Sandusky Division of Transit, not exceeding \$25,000. These purchases will be reimbursed by the Erie County Health Department/Erie County Community Health Center pursuant to the "Creating Healthy Communities" grant from the Ohio Department of Health.

Activities to be Conducted:

The Erie County Health Department/Erie County Community Health Center agrees to reimburse the City of Sandusky Division of Transit for the purchase bus shelters or bus benches, not exceeding \$25,000, through the grant funds allocated by the Ohio Department of Health's "Creating Healthy Communities" grant program. The City of Sandusky Division of Transit agrees that the allocated funds shall only be used for the purchase of bus shelters or bus benches and agrees to email all invoices to acambarare@echdohio.org at the time of purchase. All purchases must be completed and invoiced to acambarare@echdohio.org prior to May 31, 2024.

Compensation:

The City of Sandusky Division of Transit will invoice the Erie County Health Department/Erie County Community Health Center following each purchase. The City of Sandusky Division of Transit will receive a total compensation not to exceed \$25,000 during the effective dates of this agreement.

Board of Health: Linda Miller-Moore (Board President); Dina C. Bauer, DPM (President Pro-Tem); Michael Bixler; Ron Brown; Richard R. Keller, MD; Natalie Felter; Bob Lippert; Adam Machoukas; Charles M. Murray; Leroy E. Sizemore; Joey Supina

420 Superior Street, Sandusky, Ohio 44870 • Phone (419) 626-5623 • Toll free (888) 399-6065
Fax (419) 626-8778 • www.eriecohealthohio.com



Erie County Health Department
An Accredited Public Health Department
Erie County Community Health Center
A Federally Qualified Health Center
Peter T. Schade , MPH, REHS
Health Commissioner



Notices and Termination of Agreement:

Either Party may terminate the agreement by giving the other party thirty (30) days' advance notice, in writing, to the other Party. In such a case, the Erie County Health Department/Erie County Community Health Center will only be obligated to pay the City of Sandusky Division of Transit for the services performed prior to the effective date of termination.

Any notices affecting the terms of the agreement must be submitted to the following:

Peter Schade, MPH, REHS
Health Commissioner
Erie County Health Department
Erie County Community Health Center
420 Superior Street
Sandusky, OH 44870

Peter Schade
Health Commissioner
Erie County Health Department
Erie County Community Health Center
420 Superior St.
Sandusky, OH 44870

12.07.2023

Date

John Orzech
City Manager
City of Sandusky
240 Columbus Ave.
Sandusky, OH 44870

Date

Board of Health: Linda Miller-Moore (Board President); Dina C. Bauer, DPM (President Pro-Tem); Michael Bixler; Ron Brown; Richard R. Keller, MD; Natalie Felter; Bob Lippert; Adam Machoukas; Charles M. Murray; Leroy E. Sizemore; Joey Supina

420 Superior Street, Sandusky, Ohio 44870 • Phone (419) 626-5623 • Toll free (888) 399-6065
Fax (419) 626-8778 • www.eriecohealthohio.com



PARKS & RECREATION

1918 Mills Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: John Orzech, City Manager

From: Jason Werling, Recreation Superintendent

Date: December 27, 2023

Subject: Commission Agenda Item –Amendment to the Agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio for Cleaning Services at City Hall, 240 Columbus Ave

ITEM FOR CONSIDERATION: Legislation approving an amendment to the agreement with Progressive Cleaning Services, Inc. of Sandusky, Ohio for cleaning services at City Hall, 240 Columbus Ave.

BACKGROUND INFORMATION: On December 12, 2022, the City entered into a one-year agreement with Progressive Cleaning Services, Inc. for cleaning services at City Hall, 240 Columbus Ave and Justice Center, 222 Meigs St, through approval of City Commission via Ordinance 22-252. The agreement allows for an option of a one-year extension for up to two additional years. The City and progressive Cleaning have agreed to extend the cleaning services at City hall for the calendar year 2024, as the service is exceptional and Progressive Cleaning has agreed to keep costs the same for City Hall services. The City will forego an extension on the Justice Center facility as needs have changed which affect the pricing causing a new request for proposals to be issued. City Hall shall be billed monthly at a rate of \$2,886, with an annual do not exceed amount of \$34,632. This amendment is necessary to exclude the services at the Justice Center from the agreement.

BUDGETARY INFORMATION: The cost of the contract for 2024 for City Hall shall not exceed \$34,632 annually and be paid for using Building Maintenance, Operational and Maintenance Budget.

ACTION REQUESTED: It is recommended that legislation be approved authorizing the City Manager to enter into an amendment to the agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio for cleaning services at City Hall, 240 Columbus Ave for a one-year period beginning January 1, 2024, in an amount not to exceed \$34,632.00. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to execute the agreement immediately as service began January 1, 2024, and make payment for services promptly.

Approved:

I concur with this recommendation:

Jason Werling, Recreation Superintendent

John Orzech, City Manager

cc: Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Progressive Cleaning Solutions- City Hall

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 #110-7550-53000

By: _____



Michelle Reeder

Finance Director

Dated: 12/22/23

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT WITH PROGRESSIVE CLEANING SOLUTIONS, INC. OF SANDUSKY, OHIO, FOR CLEANING SERVICES AT CITY HALL, 240 COLUMBUS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved an agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio, for cleaning services at City Hall, 240 Columbus Avenue for the calendar year 2023 with an option to extend up to two (2) additional years by Ordinance No. 22-252, passed on December 12, 2022; and

WHEREAS, the City and Progressive Cleaning Solutions, Inc. have agreed to extend the cleaning services at City Hall for calendar year 2024 but as the needs have changed at the Justice Center affecting pricing, a new Request for Proposals will be required for cleaning services at the Justice Center; and

WHEREAS, this amendment for cleaning services is necessary to exclude the services at the Justice Center from the agreement; and

WHEREAS, the term of the agreement is calendar year 2024, with an option to extend for one (1) additional year; and

WHEREAS, the cost for services at the City Hall will continue to be \$2,886.00 per month for an annual cost of \$34,632.00 and these costs will be paid with funds from the Building Maintenance Division's operating budget; 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 immediate execute the agreement as the commencing date was January 1, 2024, and to make payment for services in a timely manner; and

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

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

Section 1. The City Manager is authorized and directed to enter into an First Amendment to the Agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio, to continue with cleaning services at City Hall located at 240 Columbus Avenue and to exclude the cleaning services at the Justice Center located at 222 Meigs Street from the agreement, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically

incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance, at a cost of Two Thousand Eight Hundred Eighty-Six and 00/100 Dollars (\$2,886.00) per month for a total amount **not to exceed** Thirty-Four Thousand Six Hundred Thirty Two and 00/100 Dollars (\$34,632.00).

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.

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024

FIRST AMENDMENT FOR CONTRACT FOR CLEANING SERVICES FOR
CITY HALL & JUSTICE CENTER

This First Amendment to the Cleaning Contract made on this _____ day of _____, 2024, between the City of Sandusky, a Municipal Corporation of the State of Ohio with its principal place of business at 240 Columbus Avenue, Sandusky, Ohio 44870 (hereinafter "City") and Progressive Cleaning Services, Inc., with its principal place of business at 326 East Market Street, Sandusky, Ohio 44870, (hereinafter "Contractor").

RECITALS

Whereas, pursuant to Law the City issued a Request for Proposals (RFP) for the purpose of cleaning services for City Hall located at 240 Columbus Avenue, Sandusky, Ohio 44870, and the Justice Center located at 222 Meigs Street, Sandusky, Ohio 44870, on October 13, 2022; and

Whereas, the Contractor in response to the City's request submitted a Proposal and was selected as the lowest and best proposal, a copy of which is attached, marked Exhibit "2" and is specifically incorporated as if fully rewritten herein; and

Whereas, the City Commission of the City of Sandusky, Ohio, approved an agreement ("Agreement") between the Parties by Ordinance No. 22-252; and

Whereas, the Agreement's Term was from January 1, 2023 through December 31, 2023, with an option to extend for two additional one (1) year terms; and

Whereas, the Agreement may be modified by the written agreement of both Parties; and

Whereas, the Parties wish to extend the Agreement and modify its terms to only include services for City Hall; and

Whereas, it is the intention of the Parties that this First Amendment to the Agreement ("First Amendment" or "contract") shall control the obligations of the Parties and supersedes the Agreement; and

Now, therefore, in consideration of the sum to be paid to Contractor and the agreements contained in this contract, Contractor and City agree as follows:

SECTION ONE STATEMENT OF WORK

Contractor shall (a) provide and perform all necessary labor in a substantial and skillful manner and in accordance with all applicable legal requirements; and (b) execute and complete all work specified in the Contractor's Proposal, a copy of which is marked Exhibit "2" and specifically incorporated in this contract.

SECTION TWO COMPENSATION

City shall pay contractor for the performance of the work specified in this contract, and Contractor shall accept as full compensation for this performance, the following sums and prices for all work, payment to be made in the manner indicated:

Contractor shall bill the City for services performed at City Hall at a rate of \$2,886, (Two Thousand Eight Hundred Eighty-Six and 00/100 Dollars) per month during the term of this Agreement. The City shall not pay the Contractor more than \$34,632 (Thirty-Four Thousand Six Hundred Thirty-Two and 00/100 Dollars) per year for the services performed at City Hall.

SECTION THREE TERM

The term of this contract shall be from January 1, 2024, through December 31, 2024, and may be extended for one additional one (1) year term upon written agreement by both the parties.

SECTION FOUR ORDER OF PRECEDENCE OF DOCUMENTS

In the event of a conflict between the RFP, the Proposal, and the provisions of this Contract, this Contract will control. Otherwise, the terms of the RFP and the Contractor's Proposal shall govern the parties' relationship, each incorporated by reference herein, in the following order of precedence: (1) the City's RFP, including all and Addenda thereto, attached hereto as Exhibit "1", which attached and is specifically incorporated in this contract, and (2) the Contractor's Proposal, including all Addenda thereto, attached hereto as Exhibit "2", which is attached and is specifically incorporated in this contract.

SECTION FIVE EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this project, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation, gender identity or expression. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, sexual orientation, gender identity or expression. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

SECTION SIX INDEMNIFICATION OF CITY

Contractor shall indemnify City against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments and expenses incident to the

same, for injuries to persons or property arising out of or in connection with Contractor's performance under and pursuant to this contract unless caused by the gross negligence or willful misconduct of the City.

SECTION SEVEN GOVERNING LAW

This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

SECTION EIGHT ENTIRE AGREEMENT / MODIFICATION

This contract supersedes any and all agreements, both oral and written, between the City and Contractor with respect to the rendering of services by the Contractor for the City and contains all of the covenants and agreements between the City and Contractor. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this contract.

Any modification to this contract shall be effective only if it is in writing and signed by both the City and Contractor.

SECTION NINE BINDING EFFECT

All the terms and conditions of this contract shall be binding on City and Contractor, and their respective heirs, legal and personal representatives, successors and assigns.

SECTION TEN ASSIGNMENT

The rights of each party to this contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION ELEVEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this contract.

In witness whereof, the Contractor and the City have executed this contract form.

Date: _____

Contractor:
Progressive Cleaning Solutions, Inc.

By: _____
(Authorized Signature)

(Print Name & Title)

Date: _____

City of Sandusky:

By: _____
John Orzech, Interim City Manager

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

Stewart Hastings (#0025852)
Law Director, City of Sandusky



DEPARTMENT of COMMUNITY DEVELOPMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5973
www.cityofsandusky.com

To: John Orzech, City Manager

From: Arin Blair, Chief Planner

Date: December 7, 2023

Subject: December 20, 2023 Agenda Item –Application for a Zone Map Amendment for 920 W. Osborne Street, parcel 58-65001.000)

Item for Consideration: Initiation of a Zone Map Amendment by recommendation of the Planning Commission for parcel 58-65001.000 to rezone the former Osborne School building and property from PF – Public Facilities to RMF – Multi-Family Residential.

Purpose: The rezoning will enable the feasibility of rehabilitating of the historic Osborne School building into an adaptive reuse project to turn it into housing units and bring it up to modern accessibility standards while preserving its historic character. Without the proper zoning in place, the building cannot be used for residential purposes.

Background: Following the October 23, 2023, City Commission approval for the city to purchase the former Osborne School, and School board authorization of the sale of the building the week prior, the Sandusky Planning Commission made a motion to initiate a change to the zoning of the property during their regularly scheduled meeting on October 25, 2023.

The Planning Commission made a motion to amend the zoning of the property from PF – Public Facilities to RMF – Multi-Family Residential to support the city’s goals for the future of the building including:

- Readaptation of the structure into at least 20 new housing units
- Engagement with the surrounding neighbors on the development plan for the project
- Rental rate restriction of some kind to ensure affordability to a specific demographic in need, such as senior housing
- Preservation of the structure according to the Sandusky Preservation Design Guidelines and U.S. Secretary of the Interior Standards for Historic Preservation
- Preservation of the playground area to remain open to the surrounding neighborhood families

Correlation to the Comprehensive Plan: The Bicentennial Vision Comprehensive Plan outlines a number of priorities for the Central Neighborhood. Some of the priorities related to this site are:

- “Livable City”: Top Priorities (summarized)

- Preserve historic and intact housing stock and maintain quality of life in the neighborhood
- Housing: multi-family development, rehabilitation of existing structures
- Repurpose land/former buildings of former school sites

Staff examined the City's Bicentennial Vision Comprehensive Plan as it relates to this area and suggest this rezoning could offer great potential towards developing human capital, preserve existing historic buildings, and help shape Sandusky as a "Livable City".

Budgetary Impact: The rezoning has no direct budgetary impact.

Action Requested: It is requested that City Commission approve the proposed Zone Map Amendment by recommendation of the Planning Commission for parcel 58-65001.000 to rezone the property from PF – Public Facilities to RMF – Multi-Family Residential. It is further requested that this ordinance take effect under Section 13 of the City Charter.

Arin Blair
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
Steward Hastings, Law Director



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5707
www.cityofsandusky.com

To: Planning Commission
From: Arin Blair, AICP, Chief Planner
Date: October 24, 2023 **Amended 12/8/23**
Subject: Recommendation to amend the zoning map for 920 West Osborne Street

Items for Consideration: Proposal to initiate a change in the Zoning Map to rezone the former Osborne School building and surrounding parcel, at 920 Osborne Street, parcel no. 58-65001.000, from PF- Public Facilities to RMF – Residential Multi-Family.

Background Information: Sandusky is gifted with historic structures, but that comes with the challenge of how to ensure they are preserved and remain in use. Sandusky is also challenged with the need for housing units, with the greatest gap in availability recognized for individuals of modest income. According to the 2023 Firelands Region Housing Needs Assessment, Erie County has a gap of 1,637 rental units across all price points.

On Monday, October 23rd, Sandusky City Commission approved a purchase agreement for the city to purchase the former Osborne School. The Sandusky School Board authorized the sale of the building to the city at their meeting the week before.

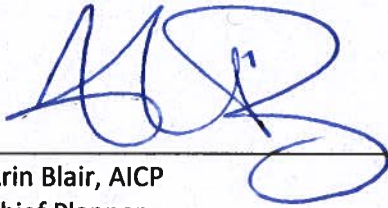
The intent of this purchase is to foster the rehabilitation of the historic Osborne School building through an adaptive reuse project to turn it into housing units and bring it up to modern accessibility standards while preserving its historic character. This agreement with the Sandusky City Schools is a collaboration for the benefit of the community. The Sandusky City Schools have maintained the high quality and condition of the former Osborne School, yet they no longer have a use for the structure. This transaction will remove an unused building from the school district inventory with the end-goal of it becoming a community asset through adaptive reuse as housing.

Proposed goals of the Community Development Department for the future of the building include:

- Readaptation of the structure into at least 20 new housing units
- Engagement with the surrounding neighbors on the development plan for the project
- Rental rate restriction of some kind to ensure affordability to a specific demographic in need, such as senior housing
- Preservation of the structure according to the Sandusky Preservation Design Guidelines and U.S. Secretary of the Interior Standards for Historic Preservation
- Preservation of the playground area to remain open to the surrounding neighborhood families

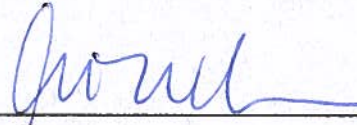
Accomplishing this ambitious project is be a multi-step process. One critical piece is to establish the proper zoning district at the parcel to allow the desired uses.

Recommendation: The Community Development Department recommends Planning Commission make a motion to amend the zoning map to change 920 Osborne Street, parcel no. 58-65001.000, ~~to~~ from the PF – Public Facilities zoning district to RMF – Residential Multi-Family zoning district.

A handwritten signature in blue ink, appearing to read 'Arin Blair', written over a horizontal line.

Arin Blair, AICP
Chief Planner

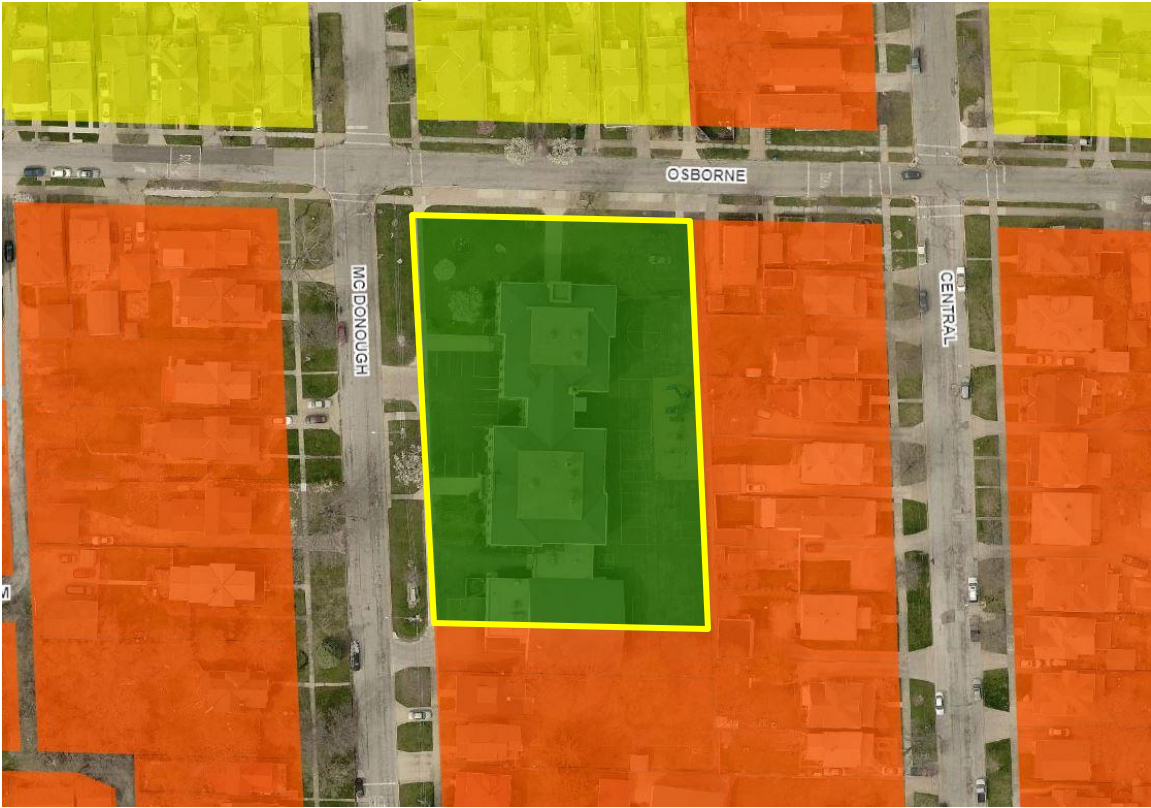
I concur with this recommendation:

A handwritten signature in blue ink, appearing to read 'Colleen Gilson', written over a horizontal line.

Colleen Gilson
Community Development Director

SITE PICTURES

Subject Parcel Outlined in Yellow:



Zone Map Setbacks



PUD - Planned Unit Development



Parcels



TRO - Transient Rental Overlay



Zoning

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

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

Aerial of site



Birds-eye view of site



Northern side of 920 W. Osborne St. looking southeast



Western side of 920 W. Osborne St. looking east



**Planning Commission
October 25, 2023
Meeting Minutes**

Meeting Called to Order

Chair McGory called the Planning Commission meeting to order at 5:00 pm. The following Commissioners were present: Commissioner Castile, Commissioner Jackson, Vice Chair Miller, Chair McGory, Commissioner Poggiali, Commissioner Whelan, and Commissioner Zuilhof. Arin Blair and Alec Ochs were present on behalf of the Community Development Department, Sarah Chiappone was present on behalf of the Law Department and Quinn Rambo was the acting clerk.

Approval of Minutes from September 27, 2023

Chair McGory introduced the first item on the agenda, which was the approval of the minutes from the September 27th Planning Meeting. Commissioner Poggiali made a motion to approve the minutes as presented and Commissioner Jackson seconded the motion. Vice Chair Miller stated that in the meeting the state representative's name, mentioned at the previous meeting, was not documented in the minutes correctly. The last name was Ardt, not Hart as written in the minutes. Commissioner Poggiali amended his motion to approve the minutes as corrected. The amended motion was seconded by Commissioner Zuilhof. Chair McGory called for a vote to approve the minutes as corrected, and the motion passed unanimously.

New Business

1231 First Street-

Cross View Bay Ltd. has submitted an application for a site plan at 1231 First Street to construct a storage building in a Commercial Zoning District.

Chair McGory introduced the application and asked for the Staff report. Mr. Ochs explained the Cross View Bay, Ltd. parcel 57-01436.000 was approximately 8.53 acres. There were two buildings on this site, totaling 95,624 sq. ft. A large storage building that was 93,600 sq. ft. and a restroom / community building that was 2,024 sq. ft. The existing building coverage of the site was approximately 25.9 %. The new building coverage proposed would be 27.1%, which was 22.9% below the maximum allowable building coverage. The proposal would add 4,400 sq. ft. to the parcel. The building would be 27 feet tall and would be approximately 110' x 40'. The maximum height allowance was 40'. According to the requirements in Section 1149.04 of the Zoning Code, Measurement Standards (c) "Storage or warehousing may be waived with administrative approval and if not approved by the administration, the Planning Commission may approve the waiver". Staff noted that storage operations typically produce a minimal number of jobs or increase in customer traffic – therefore, should not be required to meet the code requirement for additional parking. Due to lack of demand, Staff recommended waiving any additional parking requirements, which would also waive any additional landscaping, but Staff recommended adding trees and some low-level landscaping. This was a permitted use for the site. Staff recommended the approval of the proposed site plan for 1231 First St. (parcel 57-

01436.000) with the following conditions, that all applicable permits are obtained through the Building Department, Engineering Department, Division of Planning, and any other applicable agency prior to construction. Chair McGory asked if there was anyone present to speak on behalf of the application. Mr. Todd Hart was present to represent the applicant and stated they were moving the building from the current site to the site at Cross View Bay. Chair McGory asked if the building was rack storage. Mr. Hart stated it was a rack storage building but would not be used in that manner at the new site because of staffing issues.

Commissioner Zuilhof made a motion to approve the application with Staff conditions. The motion was seconded by Commissioner Poggiali. Chair McGory called for the vote and all Commissioners voted to approve the application, unanimously.

2130 Hayes Avenue-

Arie Swirsky with ThenDesign Architects, on behalf of the Sandusky Board of Education, has submitted an application for a site plan amendment at 2130 Hayes Avenue for a pool addition to the Sandusky High School.

Chair McGory introduced the application for a site plan amendment and asked for the Staff report. Mr. Ochs stated the Sandusky Board of Education proposed a natatorium addition attached to the Sandusky High School building. The scope consisted of renovating the existing pool locker rooms, and adding a new entrance, bleacher area and storage room. The proposed plan will have a seating capacity of 290 bleacher seats. The facility would be used by students and the community. The hours of operation were not determined yet. The proposed natatorium was 2,695 square feet and would be placed on the east side of the building in the existing parking lot. The site was approximately 13.0677 acres. The total land coverage was 29%. Sandusky High School had 322 parking spaces + 30 easement /113 intermediate school spaces. The proposal would remove approximately 8 spaces. The total landscaped area was 350,147 square feet. The proposed height of the natatorium building was 26 feet. The previously approved project was updated due to budgetary reasons. The proposed addition was now 2,695 square feet, reduced from the originally approved 12,200 addition, because the project planned to renovate the existing pool site within the school building. The updated proposal enabled the project to contain a new entrance, bleachers, and storage area. The architect and applicants were confident that removing 8 parking spaces would not negatively impact parking demand for the proposed facility or school operations. No additional parking was required. No additional landscaping was required. All area standards were satisfied. All yard regulations were satisfied. This was a permitted use. Staff recommended the approval of the amended site plan at 2130 Hayes Ave with the following condition that all applicable permits were obtained through the Building Department, Engineering Department, Division of Planning, and any other applicable agency. Chair McGory asked if there were any questions for Staff. Commissioner Zuilhof asked if the existing building was just getting pushed back 20'. Mr. Ochs stated that was correct. Commissioner Zuilhof asked if there was a representative present to speak on behalf of the project. Mr. John Feick was present to speak on behalf of the amended site plan. Vice Chair Miller asked why the drastic change to the scope of the project.

Mr. Feick answered that the original project plan was \$3 million dollars over budget and the School District could not cover that increase. Vice Chair Miller asked how many lanes were going to be in the renovated pool. Mr. Feick stated that there would be 6 regulation size lanes. Commissioner Zuilhof stated that he had no issue with approving the site plan for appropriateness. Chair McGory stated that if this had been the original plan it would have been approved previously as well.

Commissioner Castile made a motion to approve the amended site plan with Staff conditions. The motion was seconded by Commissioner Poggiali. Chair McGory called for the vote and all Commissioners voted to approve the application, unanimously.

920 West Osborne Street-

Recommendation to amend the zoning map for 920 West Osborne Street.

Chair McGory introduced the application and asked for the Staff report. Ms. Blair stated the proposal was to initiate a change in the Zoning Map to rezone the former Osborne School building and surrounding parcel, at 920 Osborne Street, parcel no. 58-65001.000, from PF-Public Facilities to RMF – Residential Multi-Family. Ms. Blair added Sandusky was gifted with historic structures, but that comes with the challenge of how to ensure they were preserved and remained in use. Sandusky was also challenged with the need for housing units, with the greatest gap in availability recognized for individuals of modest income. According to the 2023 Firelands Region Housing Needs Assessment, Erie County had a gap of 1,637 rental units across all price points. On Monday, October 23rd, Sandusky City Commission approved a purchase agreement for the city to purchase the former Osborne School. The Sandusky School Board authorized the sale of the building to the city at their meeting the week before. The intent of this purchase was to foster the rehabilitation of the historic Osborne School building through an adaptive reuse project to turn it into housing units and bring it up to modern accessibility standards while preserving the historic character. The agreement with the Sandusky City Schools was a collaboration for the benefit of the community. The Sandusky City Schools maintained the high quality and condition of the former Osborne School, yet they no longer had a use for the structure. This transaction removed an unused building from the school district inventory with the end-goal of it becoming a community asset through adaptive reuse as housing. The proposed goals of the Community Development Department for the future of the building included readaptation of the structure into at least 20 new housing units, engagement with the surrounding neighbors on the development plan for the project, rental rate restriction of some kind to ensure affordability to a specific demographic in need, such as senior housing, preservation of the structure according to the Sandusky Preservation Design Guidelines and U.S. Secretary of the Interior Standards for Historic Preservation, and preservation of the playground area to remain open to the surrounding neighborhood families. Accomplishment of this ambitious project would be a multi-step process. One critical piece was to establish the proper zoning district at the parcel to allow the desired uses. The Community Development Department recommended that the Planning Commission make a motion to amend the zoning map to change 920 Osborne Street, parcel no. 58-65001.000, from

the PF – Public Facilities zoning district to RMF – Residential Multi-Family zoning district. Commissioner Zuilhof stated that he felt the Chesapeake was very successful and there have been other projects that the City has sold, and nothing happens, but sees the potential this project has in developing residential units. Commissioner Jackson asked if the City would lose its control once a private corporation takes over the project. Ms. Blair stated that the City would require detailed documentation on what the project was in order for the city to ensure the project outcome. Commissioner Whelan asked why there was not public notice for this recommendation. Ms. Blair stated that a public hearing was not required by code but there would be a public hearing conducted at the City Commission. Commissioner Whelan stated he liked the idea of it becoming housing but was not comfortable with it going forward without a public hearing or a proposed plan being presented. Chair McGory stated that the site was not going to be a school again and that residential whether high end or low end would be preferable. Commissioner Castile stated that she heard everyone was in favor of the site being used for housing and reminded the Commission that a site plan would have to come before them for approval before any construction could be implemented. Commissioner Jackson stated that he heard from citizens that current rentals available were too expensive for the public and that was his biggest concern. Commissioner Whelan asked if there was an answer to why the zoning needed to be changed before there was a plan presented. Ms. Blair stated to help shepherd the project was why getting the property zoned correctly was critical. The rezoning would lend stability to the project goals since the current zoning does not allow housing. Commissioner Zuilhof added that it was difficult to acquire funding when the zoning was inconsistent with the project. Commissioner Whelan stated he was in favor of the project but the sale of property and zoning change between public entities should require more public hearings, not less. Commissioner Poggiali asked if this would slow the process down if the Planning Commission voted not to recommend the zoning change. Ms. Blair stated that Staff had not established a specific timeline with a developer. Commissioner Poggiali stated there would be a public hearing and engagement with neighboring property owners, there would be checks and balances, and the Law Department would ensure that nobody would acquire the property until the City knew what plan would be implemented.

Commissioner Zuilhof made a motion to recommend rezoning the property purchased by the City to Multi-family Residential. The motion was seconded by Commissioner Poggiali. Chair McGory asked if there was any further discussion. Vice Chair Miller stated he was aware of other similar projects that were very successful. Chair McGory stated that this property was headed in the direction of residential. Commissioner Zuilhof referenced the success of the Sycamore Line School conversion. Commissioner Castile stated that the concerns of the Commissioners were legitimate, but it sounded as if everyone agreed that a residential use was the best option, there would be checks and balances to work through concerns about the project and moving forward with the recommendation was the best course. Chair McGory called for the vote and resulted in 6-1 vote in favor of the motion, with Commissioner Whelan with a vote of nay.

Chair McGory stated that the next item for discussion was an update from the Law Department regarding abandoned boats and introduced Ms. Chiappone to present her findings to the Commission. Ms. Chiappone stated that she researched the Ohio Revised Code, Sandusky Codified Ordinances, and other municipalities about abandoned boats. She continued that she shared her findings with Ms. Blair and Mr. Ochs. The three of them would be meeting with the new law director, Mr. Hastings, to present her findings and develop a strategy. Commissioner Zuilhof asked if the Commission would receive an update in November. Ms. Chiappone stated there would be an update. Chair McGory asked if she discovered anything in her research that would support a municipality having the authority to address abandoned boats. Ms. Chiappone stated yes there was authority for municipal control but to what extent the City would want to address the issue would be a discussion with the new law director. Ms. Chiappone stated that Mr. Hastings worked with several municipalities, and she looked forward to what insight could be provided on the best way to move forward.

Adjournment

Chair McGory asked for a motion to adjourn. Commissioner Zuilhof made a motion to adjourn the meeting and the motion was seconded by Commissioner Whelan. The meeting adjourned at 5:47 pm.

Next Meeting:

November 22, 2023, at 5:00pm.

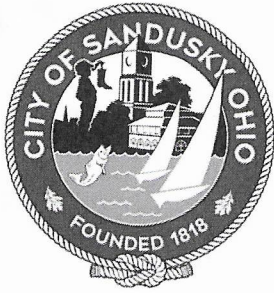
Approved:



Clerk



Chair/ Vice Chair



Department of Community Development

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

December 7, 2023

At the October 25, 2023 Planning Commission meeting, the Planning Commission recommended City Commission approval for the following Zone Map Amendments:

1. 920 W. Osborne St.

A Zone Map Amendment for 920 W. Osborne Street, parcel (58-65001.000) to rezone the property from PF – Public Facilities to RMF – Multi-Family Residential.

Pete McGory
Planning Commission Chairman

LEGAL NOTICES

CITY COMMISSION NOTICE OF HEARING

The City of Sandusky, City Commission will conduct a public hearing on Wednesday, December 20th, 2023 at 5:00 p.m. to consider the following application:

The Planning Commission, has made a recommendation to the City Commission for an amendment to the zoning map for 920 W. Osborne St. (parcel 58-65001.000). The application is to amend the zoning map from PF - Public Facilities to RMF-Residential Multi-Family

The meeting will take place in the City Commission Chambers at City Hall, 240 Columbus Ave, and will be live streamed on www.YouTube.com/CityofSanduskyOH. If you have any comments regarding the above case, you will have the opportunity to share those at the meeting. Please email aochs@cityofsandusky.com or call 419-627-5973 with any questions.

Alec Ochs
Assistant Planner
November 17, 20, 2023

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE PARCEL NO. 58-65001.000 FROM “PF” PUBLIC FACILITIES DISTRICT TO “RMF” RESIDENTIAL MULTI-FAMILY DISTRICT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the purchase of real property located at 920 W. Osborne Street (former Osborne Elementary School), and identified as Parcel No. 58-65001.000 from the from the Board of Education of the Sandusky City School District by Ordinance No. 23-210, passed on October 23, 2023, and approved the sale of the property to Community Building Partners, LLC by Ordinance No. 23-227, passed on November 27, 2023, for the purpose of the development of affordable senior housing; and

WHEREAS, a request is being made by the City for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for Parcel No. 58-65001.000, located at 920 W. Osborne Street, from “PF” Public Facilities District to “RMF” Residential Multi-Family District as more fully described in Exhibits “A” and “B” which are attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

WHEREAS, the request for rezoning from “PF” Public Facilities District to “RMF” Residential Multi-Family District is to place the proper zoning on the property that would allow for rehabilitating the historic Osborne School building into an adaptive reuse project for affordable residential housing; and

WHEREAS, this request was heard by the Planning Commission at their October 25, 2023, meeting resulting in the Planning Commission’s recommendation to **approve** the requested Zone Map Amendment; and

WHEREAS, a public hearing on the request was held by this City Commission at their December 20, 2023, regularly scheduled meeting; and

WHEREAS, this Ordinance should be passed approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances for Parcel No. 58-65001.000, located at 920 W. Osborne Street, from “PF” Public Facilities District to “RMF” Residential Multi-Family District; 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 Department of Community Development, of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

Section 1. This City Commission approves the requested rezoning and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the

City, is hereby amended to effect the rezoning of a parcel located at 920 W. Osborne Street and identified as Parcel No. 58-65001.000, from “PF” Public Facilities District to “RMF” Residential Multi-Family District as more fully described in Exhibits “A” and “B” which are attached to this Ordinance and specifically incorporated herein.

Section 2. The City's Chief Planner is directed to make the change on the original Zoning Map on file in the Office of Planning and Zoning.

Section 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 shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024 (effective after 30 days)

Exhibit "A"

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

**Legal Description For:
The Board of Education of the City of Sandusky
Osborne School Parcel
1.4681 Acres**

Being a parcel of land located in part of Outlot 33, Ward 3, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 3/4" iron pipe in a monument box found at intersection of the centerlines of Prospect Street and Osborne Street (66' R/W); Thence North 88° 22' 46" West, along the centerline of Osborne Street, a distance of 672.20 feet to a point at the intersection of the centerline of Osborne Street, the west line of Outlot 31 and the east line of Outlot 33; Thence South 02° 10' 14" East, along the west line of Outlot 31 and the east line of Outlot 33, a distance of 33.07 feet to a 5/8" iron rod set at the south right of way line of Osborne Street and a northwest corner now or formerly owned by Martin Guzman as recorded in RN 201502614 of the Erie County Recorder's Office and being the principal place of beginning;

1. Thence continuing, South 02° 10' 14" East, along the east line of Outlot 33 and west lines of Outlot 31, said Guzman's land and lands now or formerly owned by Dian M. Woodruff as recorded in RN 200107594, Martin J. Migot & Pamela J. Migot as recorded in RN 201709499, David Wilken & Loretta Wilken as recorded in RN 200107234, Carolyn M. Pankow (Parcels 1 & 2) as recorded in RN 201404068, William Evan Mackenzie Uchtman as recorded in RN 202200838 and Scott S. Russell & Heather L. Russell as recorded in RN 200111615 of the Erie County Recorder's Office, a distance of 325.90 feet to a 5/8" iron rod set at a northeast corner of land now or formerly owned by Jeremy Brown as recorded in RN 202204655 of the Erie County Recorder's Office;
2. Thence North 88° 22' 46" West, along a north line of said Brown's land, a distance of 196.66 feet to a 5/8" iron rod set at a northwest corner of said Brown's land and the east right-of-way line of McDonough Street (99' R/W);
3. Thence North 02° 10' 14" West, along the east right-of-way line of McDonough Street, a distance of 325.90 feet to a 5/8" iron rod set at the intersection of the east right-of-way line of McDonough Street and the south right-of-way line of Osborne Street;

4. Thence South 88° 22' 46" East, along the south right-of-way line of Osborne Street, a distance of 196.66 feet to the principal place of beginning and containing 1.4681 acres (63,951.2449 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

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

Prior Deed Reference: Deed Volume 84, Page 460,
Deed Volume 84, Page 550,
Deed Volume 152, Page 423

All 5/8" iron rods set are 30" long rebar with yellow plastic caps stamped "C.D. ENG 8456 & 8512".

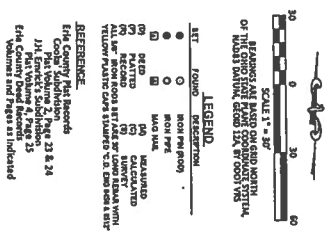
This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in October 2023 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed October, 2023 on the premises by Contractors Design Engineering.



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: 10-31-2023



REPLACEMENT SURVEY PLAT FOR
THE BOARD OF EDUCATION
OF THE CITY OF SANDUSKY
Being a parcel of land located in part of Quaker 33,
Ward 3, City of Sandusky, Erie County,
Furhads Connecticut Western Reserve, State of Ohio



SCALE:
1" = 30'

DATE: OCTOBER, 2013

PROJECT: DMM4

DESIGNER: J. W. WOOD

CLIENT: AEC

PROJECT NO.: 23-459

ORDINANCE NO. _____

AN ORDINANCE MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2024.

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 Department of Finance of the City of Sandusky, Ohio, and, NOW, THEREFORE,

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

Section 1. There shall be and hereby are appropriated out of any funds now in the treasury and any accruing revenues of the City available for said purposes, the values set forth below for the payment of all expenses and obligations of the City during fiscal year 2024, for the various purposes hereinafter specified.

Section 2. The amounts appropriated for the various purposes hereinafter set forth shall, in no event, be exceeded unless the City Commission shall by Ordinance authorize a transfer from one appropriation account to another, or shall appropriate additional unappropriated funds:

<u>DEPARTMENT</u>	<u>BUDGET</u>
1010. POLICE DEPARTMENT	
Personnel	5,089,215
Other	477,700
Total 1010. POLICE DEPARTMENT	5,566,915
1020. POLICE RECORDS	
Personnel	160,870
Other	177,345
Total 1020. POLICE RECORDS	338,215
1030. POLICE-RESERVE	
Personnel	82,378
Other	3,700
Total 1030. POLICE-RESERVE	86,078
1310. FIRE	
Personnel	5,212,102
Other	472,262
Total 1310. FIRE	5,684,364
1610. STREET LIGHTING CONTRACT	
Other	285,000
Total 1610. STREET LIGHTING CONTRACT	285,000

2600. OAKLAND CEMETERY DEPT	
Personnel	281,046
Other	159,366
Total 2600. OAKLAND CEMETERY DEPT	440,412
3300. PARKS & PUBLIC REALM	
Personnel	714,758
Other	417,950
Total 3300. PARKS & PUBLIC REALM	1,132,708
4010. CODE ENFORCEMENT	
Personnel	117,413
Other	27,400
Total 4010. CODE ENFORCEMENT	144,813
4070. ECONOMIC DEVELOPMENT	
Personnel	592,355
Other	56,200
Total 4070. ECONOMIC DEVELOPMENT	648,555
4090. BUILDING DIV	
Personnel	340,021
Other	59,472
Total 4090. BUILDING DIV	399,493
4850. FORESTRY	
Personnel	305,185
Other	73,880
Total 4850. FORESTRY	379,065
6860. JACKSON ST PIER	
Other	81,300
Total 6860. JACKSON ST PIER	81,300
7020. CITY MANAGER DEPARTMENT	
Personnel	344,115
Other	105,875
Total 7020. CITY MANAGER DEPARTMENT	449,990
7030. ADMINISTRATIVE SERVICES	
Personnel	145,526
Other	38,175
Total 7030. ADMINISTRATIVE SERVICES	183,701
7060. FINANCE DEPT	
Personnel	158,442
Other	3,550
Total 7060. FINANCE DEPT	161,992
7070. INCOME TAX DEPT	
Other	455,000
Total 7070. INCOME TAX DEPT	455,000
7080. INFORMATION TECHNOLOGY	
Personnel	159,602
Other	239,737
Total 7080. INFORMATION TECHNOLOGY	399,339

7100. LAW DEPT	
Personnel	316,078
Other	21,400
Total 7100. LAW DEPT	337,478
7200. CITY COMMISSION	
Personnel	43,125
Other	20,950
Total 7200. CITY COMMISSION	64,075
7210. CITY COMMISSION CLERK	
Personnel	36,916
Other	1,925
Total 7210. CITY COMMISSION CLERK	38,841
7250. MUNICIPAL COURT	
Personnel	998,422
Other	90,400
Total 7250. MUNICIPAL COURT	1,088,822
7550. BUILDING MAINTENANCE	
Personnel	150,495
Other	285,244
Total 7550. BUILDING MAINTENANCE	435,739
7600. ENGINEERING	
Personnel	306,799
Other	42,100
Total 7600. ENGINEERING	348,899
7750. FLEET MAINTENANCE	
Personnel	296,788
Other	144,900
Total 7750. FLEET MAINTENANCE	441,688
7900. ADMINISTRATIVE SUPPORT	
Other	1,030,000
Transfer: Public Transit Fund	750,000
Transfer: Park & Recreation Fund	275,000
Transfer: Capital Public art	105,000
Transfer: Capital Programming	205,000
Transfer: Capital Projects	6,000,000
Transfer: Capital Housing	400,000
Transfer: Capital Economic Development	500,000
Transfer: Bond Retirement Fund	0
Transfer: Fire Pension:	895,000
Transfer: Police Pension	795,000
Transfer: Payroll Stabilization Fund	175,000
Total 7900. ADMINISTRATIVE SUPPORT	11,130,000
General Fund Personnel Total	15,851,651
General Fund Other Total	14,870,831
General Fund Total	30,722,482

216 STREET MTC & REPAIR

PAGE 4 - ORDINANCE NO. _____

Personnel	1,062,195
Other	854,550
Total 216 STREET MTC & REPAIR	1,916,745
217 ST HIGHWAY	
Personnel	51,841
Other	42,000
Total 217 ST HIGHWAY	93,841
218 TRANSIT	
Personnel	102,412
Other	1,941,905
Total 218 TRANSIT	2,044,317
227 PARKS & RECREATION	
Personnel	417,147
Other	347,540
Total 227 PARKS & RECREATION	764,687
236 FIRE PENSION TRANS	
Personnel	898,750
Other	55,600
Total 236 FIRE PENSION TRANS	954,350
237 POLICE PENSION TRANS	
Personnel	780,500
Other	40,820
Total 237 POLICE PENSION TRANS	821,320
239 STATE GRANTS	
Personnel	12,000
Other	138,250
Total 239 STATE GRANTS	150,250
240 CORONAVIRUS RELIEF FUND (CRF) HB 481	
Personnel	462,356
Other	7,675,000
Total 240 CORONAVIRUS RELIEF FUND (CRF) HB 481	8,137,356
241 FEDERAL GRANTS	
Personnel	505,135
Other	2,054,900
Total 241 FEDERAL GRANTS	2,560,035
242 INDIGENT DRIVER ALCOHOL	
Other	28,000
Total 242 INDIGENT DRIVER ALCOHOL	28,000
243 ENFORCE AND EDUC	
Other	8,500
Total 243 ENFORCE AND EDUC	8,500
244 COURT COMPUTERIZATION	
Personnel	7,902
Other	45,000
Total 244 COURT COMPUTERIZATION	52,902

245 INDIGENT TELEPHONE	
Other	5,000
Total 245 INDIGENT TELEPHONE	5,000
246 MUNICIPAL PROBATION	
Personnel	84,845
Other	9,000
Total 246 MUNICIPAL PROBATION	93,845
247 PAYROLL STABILIZATION FUND	
Personnel	425,000
Total 247 PAYROLL STABILIZATION FUND	425,000
248 REAL ESTATE DEV FUND	
Other	75,000
Total 248 REAL ESTATE DEV FUND	75,000
249 ONE OH OPIOID SETTLEMENT	
Other	45,000
Total 249 ONE OH OPIOID SETTLEMENT	45,000
430 CAPITAL IMPROVEMENT	
Other	855,000
Total 430 CAPITAL IMPROVEMENT	855,000
431 CAPITAL PROJECTS	
Personnel	62,267
Other	21,416,750
Total 431 CAPITAL PROJECTS	21,479,017
433 SPECIAL ASSESSMENT	
Personnel	380,312
Other	103,350
Total 433 SPECIAL ASSESSMENT	483,662
434 GEN BOND RETIRE	
Other	913,000
Total 434 GEN BOND RETIRE	913,000
435 URBAN RENEWAL DEBT RETIRE	
Other	619,500
Total 435 URBAN RENEWAL DEBT RETIRE	619,500
436 CENTRAL PUBLIC IMP TIF	
Other	200,000
Total 436 CENTRAL PUBLIC IMP TIF	200,000
437 CLEVELAND RD PUBLIC IMP TIF	
Other	623,000
Total 437 CLEVELAND RD PUBLIC IMP TIF	623,000
438 COOKE BUILDING IMPROVEMENT TIF FUND	
Other	285,000
Total 438 COOKE BUILDING IMPROVEMENT TIF FUND	285,000

535 SP ASMNT BOND RETIRE	
Other	228,550
Total 535 SP ASMNT BOND RETIRE	228,550
 612 WATER	
Personnel	3,730,423
Other	5,725,525
Total 612 WATER	9,455,948
 613 SEWER	
Personnel	3,921,876
Other	21,914,670
Total 613 SEWER	25,836,546
 701 HEALTH INSURANCE FUND	
Other	5,000,000
Total 701 HEALTH INSURANCE FUND	5,000,000
 863 GENERAL TRUST	
Other	365,550
Total 863 GENERAL TRUST	365,550
 873 PARK ENDOWMENT	
Other	13,000
Total 873 PARK ENDOWMENT	13,000
 876 CEMETERY ENDOW	
Other	107,250
Total 876 CEMETERY ENDOW	107,250
 880 & 881 Trust & Agency	
Other	45,000
Total 880 STATE PATROL TRANSFER	45,000
 888 SP ASSESSMENTS- NON-CITY	
Other	55,000
Total 888 SP ASSESSMENTS- NON-CITY	55,000
 Personnel Total	28,756,612
Other Total	86,707,041
TOTAL ALL FUNDS	115,463,653

Section 3. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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

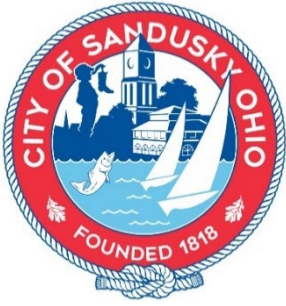
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and any of its committees that resulted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

Section 6. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

PRESIDENT OF THE CITY COMMISSION

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

Passed:



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

From: Aaron M. Klein, P.E.

Date: December 27, 2023

Subject: Commission Agenda Item – Amendment #2 to Professional Design Services Agreement with Strand Associates, Inc. for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements

ITEM FOR CONSIDERATION: Legislation providing Amendment #2 to for the Professional Design Services Agreement with Strand Associates, Inc. for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements.

BACKGROUND INFORMATION: The South Side Neighborhood Plan (Plan) was formally adopted on May 8, 2023, at the Sandusky City Commission meeting. On July 10, 2023, via Ordinance 23-145, the City Commission approved entering into a Professional Design Services Agreement with Strand Associates, Inc. for the preliminary design of the utility infrastructure and conceptual planning for the park amenities in the MacArthur Park neighborhood. This approval allowed the consultant to proceed with an alternatives analysis and public engagement prior to working out pricing for a scope of services through final design. Amendment #1, which allowed for field surveying of elements critical to preliminary design, was approved on September 25, 2023, via Ordinance 23-194.

Amendment #2 would allow Strand to proceed with detailed design of all sanitary, storm, and water infrastructure although it will be split into multiple projects to accommodate timelines of neighboring project and available funding sources. For example, a new sewer on Camp Street between Buchanan and Perkins will be constructed no later than March of 2025 to accommodate resurfacing of Camp Street between Frantz and Perkins that must be completed prior to June of 2025 as required by an OPWC grant. Additionally, key features of the park will be designed to ensure the funding allocated by the City through the American Rescue Plan Act (ARPA) is encumbered prior to the end of 2024 as required by that funding source. Hence, the contract will include multiple phases of design and construction that will allow for timely and economic completion of the full project.

The expected design completion date is June 30, 2025, for the full project with partial completion of initial phases as required by various funding sources. Further details regarding the additional scope of services can be found in Attachment A, attached to the legislation.

BUDGETARY INFORMATION: The initial project cost was \$125,250 (including amendment #1) paid fully from a reimbursable grant provided by the Erie County Health Department. Amendment #2, which is an increase of \$1,104,200, the revised total contract amount is not to exceed \$1,229,450. All of Amendment #2 will utilize funding made available to the City of Sandusky through the American Rescue Plan Act (ARPA) which must be encumbered by the end of 2024.

ACTION REQUESTED: It is recommended that proper legislation be prepared granting Amendment #2 to Professional Design Services Agreement with Strand Associates, Inc. for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements in an amount of \$1,104,200 and that it be passed under suspension of the rules in full accordance with Section 14 of the City Charter to expedite a portion of the design and have the costs encumbered by the end of 2024 which is required by the American Rescue Plan Act.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

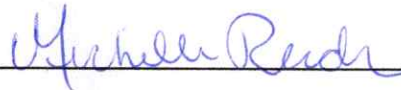
CERTIFICATE OF FUNDS

In the Matter of: Churchwell & Macarthur 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

Finance Director

Dated: 1/2/24

ORDINANCE NO. _____

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

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

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

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

WHEREAS, subsequent to a Request for Qualifications (RFQ) process, this City Commission approved an agreement with Strand Associates, Inc. of Cincinnati, Ohio, for Professional Design Services for the preliminary design phase for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements Project in the amount of \$110,000.00 by Ordinance No. 23-145, passed on July 10, 2023; and

WHEREAS, this City Commission approved an amendment to the agreement with Strand Associates, Inc. of Cincinnati, Ohio, for Professional Design Services for field surveying for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements Project in the amount of \$15,250.00 by Ordinance No. 23-145, passed on July 10, 2023; and

WHEREAS, this Second Amendment to the Agreement with Strand Associates Inc. will provide for detailed design of all sanitary, storm, and water infrastructure for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the current cost of the Professional Design Services including the First Amendment was \$125,250.00 and this Second Amendment will increase the cost by \$1,104,200.00 for a total cost of \$1,229,450.00 and the additional cost 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 expedite a portion of the design and have the costs encumbered by the end of 2024 which is required by the American Rescue Plan Act (ARPA); 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 Second Amendment to the Agreement with Strand Associates, Inc., of Cincinnati, Ohio, for professional surveying services for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Million One Hundred Four Thousand Two Hundred and 00/100 Dollars (\$1,104,200.00) resulting in a total revised amount **not to exceed** One Million Two Hundred Twenty-Nine Thousand Four Hundred Fifty and 00/100 Dollars (\$1,229,450.00).

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.

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024

**SECOND AMENDMENT TO THE AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Second Amendment to the Agreement for Professional Design/Engineering Services (this "Agreement"), made as of _____, 2024, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and Strand Associates, Inc. (the "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/engineering services for the following project (the "Project"):

Project Name:	Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements
City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Engineer:	Strand Associates, Inc.
Contact:	Kelly Kuhbander, P.E., LEED AP
Address:	615 Elsinore Place, Suite 320 Cincinnati, Ohio 45202

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on July 27, 2023, the City and the Engineer agree as follows:

The City acknowledges and asserts that the Engineer is an agent of the City and grants Engineer immunity in accordance with state statute 1533.181. The Engineer shall perform additional services included in Attachment A as described therein, in accordance with the Professional Services Amendment executed on _____, between the City and Strand Associates, Inc. for a revised fee not to exceed \$1,229,450 (an increase of \$1,104,200).

Signature Page to Follow

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

Strand Associates, Inc.
("Engineer")

By: _____

CITY OF SANDUSKY

By: _____
John Orzech
City Manager

APPROVAL:

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

Stewart Hastings
Law Director

CERTIFICATE OF FUNDS

In the matter of: **Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements**

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky 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: _____, 2024

CITY OF SANDUSKY

By: _____

Michelle Reeder
Finance Director

Account Number

Amount

Attachment A Second Amendment

Project Understanding

The project area includes Churchwell Park and the surrounding MacArthur Park neighborhood, which comprises North Forest Drive, East Forest Drive, West Forest Drive, South Forest Drive, Parkview Boulevard, Forest Drive, Clay Street, and Camp Street between West Perkins Avenue and Buchanan Street. The project also includes potential improvements on up to 50 privately-owned properties within this neighborhood.

Additional Scope of Services:

1. Perform a topographic survey including marked buried utilities and sanitary manhole and storm structure depths within the project area. The survey is anticipated to include underground utilities as marked by the Ohio Underground Protection Service. Within the right-of-way (ROW), the survey includes edge of street pavement, curbs, and aboveground existing features. Services also include attempting to locate residential water service meters and residential sanitary sewer lateral cleanouts and depths where feasible. Aboveground existing features such as trees up to six inches or greater in diameter, driveways, and patios will also be located on portions of the private properties. Private property owners will be notified via placement of a door hanger on their front doorknob, and the City shall send a letter on its letterhead to each property owner prior to entering their property to collect survey information. Collected survey data will supplement the survey data collected in the project area by Engineer in October 2023.
2. Communicate with Ohio Edison, AT&T, Buckeye Power, and Columbia Gas regarding the potential relocation of existing gas and electric utilities out of the existing park and rear yards and into the public road ROW.
3. Prepare preliminary schematic utility alignments for new water and sanitary sewers to be relocated into the road ROW.
4. Conduct a pavement condition assessment on North, East, South, and West Forest Drives; Parkview Boulevard; Forest Drive; and Clay Street to identify potential locations for full-depth pavement reconstruction or asphalt overlay.
5. Attend a meeting with the City to review preliminary schematic utility alignments and preliminary roadway condition assessment. Update the schematic utility alignments and roadway condition assessment in accordance with review comments from the City, as appropriate.
6. Provide 50 percent, 90 percent, and final design drawings and technical specifications for potential utility improvements that are anticipated to include:

For Owner Review

- a. Installation of approximately 4,000 feet of eight-inch water main in the road ROW on North, East, South, and West Forest Drives; Parkview Boulevard; Forest Drive; and Clay Street.
 - b. Relocation of up to 50 water service lines for buildings to a new eight-inch water main or to an existing water line on Camp Street.
 - c. Installation of fire hydrants within 300 feet of properties within the project area.
 - d. Installation of approximately 1,055 feet of ten-inch sanitary sewer in the road ROW on Camp Street including relocation of up to 26 sanitary laterals for the adjacent residential properties.
 - e. Installation of approximately 3,535 feet of eight-inch sanitary sewer in the road ROW on North, East, South, and West Forest Drives; Parkview Boulevard; Forest Drive; and Clay Street; including relocation of up to 87 sanitary laterals for the adjacent residential properties.
 - f. Rehabilitation or replacement in current location of approximately 525 feet of eight-inch sanitary sewer between South Forest Drive and Perkins Avenue including reconnection of up to 30 sanitary laterals to the adjacent residential properties.
 - g. Drawings will include residential property water and sewer service reconnections in plan view only at approximate locations. Design drawings will also include notes for service sizes, minimum bury depths, and minimum slopes. The City shall identify the specific locations where new services lines will connect to existing service lines. Abandon in place or remove existing buried infrastructure lines no longer in use.
7. Provide 50 percent, 90 percent, and final design drawings and technical specifications for potential road and sidewalk improvements that are anticipated to include:
- a. Installation of approximately 20,000 linear feet of sidewalks, including up to 14 curb ramps and pedestrian crosswalks.
 - b. Full-depth pavement reconstruction or asphalt overlay on North, East, South, and West Forest Drives; Parkview Boulevard; Forest Drive; and Clay Street.
 - c. Roadway and traffic accommodations for new proposed vehicular and pedestrian park entrances.
 - d. Construction traffic control and staging drawings in accordance with Ohio Department of Transportation standards.
8. Provide 50 percent, 90 percent and final design drawings and technical specifications for potential Churchwell Park Phase 1 improvements that were included in the preliminary concept plan for the park developed by Engineer in the previous planning phase of this project. The park is approximately two and one-half acres and is anticipated to include neighborhood park scale amenities such as a premanufactured playground and splashpad, walking trail, premanufactured shade structure, site lighting, landscaping and tree planting, and site furnishings. Provide power and lighting design for site amenities.

For Owner Review

Provide conduit design to accommodate City furnished security system components at up to 3 locations. Provide site grading design to provide positive drainage, and storm sewers may be incorporated to supplement drainage in key areas. Storm water best management practices will be designed in accordance with Ohio Environmental Protection Agency (OEPA) Construction General permit.

9. Prepare local and state building permits for Churchwell Park Phase 1 improvements.
10. Prepare up to three separate bid packages including design drawings, City's front end documents, technical specifications, and an opinion of probable construction cost. City's front end documents shall require that the contractor name Engineer as an additional insured and indemnified party in the same manner as the City. Bid packages and phasing will be based on City's availability of funding for various project elements.
11. Attend two meetings with the City to review the 50 percent and 90 percent design submittals for the overall design services. Attend up to three additional meetings with the City to review each separate bid package.
12. Prepare and submit to the OEPA up to three permits to install, water supply data sheet, and stormwater pollution prevention plan applications and submit to OEPA.
13. Prepare up to three permanent utility access easement descriptions and plats based on the last deed of record as obtained from the County Recorder's office for permanent easements.
14. Assist the City in communication with residents including preparation of exhibits and participation in one community/public meeting.
15. Assist the City with up to three funding applications including preparation of exhibits and opinions of probable construction cost.
16. Provide bidding services for up to three separate bid packages including:
 - a. Attendance at prebid meeting with potential bidders.
 - b. Prepare addenda and answer questions during bidding.
 - c. Attend bid opening, tabulate and analyze bid results, and assist the City in the award of the construction Contract.
 - d. Prepare two sets of Contract Documents for signature.
17. Provide construction-related services for up to three separate bid packages including:
 - a. Attendance at preconstruction conference.
 - b. Review of contractor shop drawing submittals and requests for information.

For Owner Review

The following services can be provided, if authorized by the City.

18. Provide 50 percent, 90 percent and final design drawings and technical specifications for potential Churchwell Park Phase 2 improvements. The improvements are anticipated to include a premanufactured restroom facility, parking lot, premanufactured shelter, sports court, plaza, site lighting, landscaping and tree planting, and site furnishings. Provide power and lighting design for site amenities. Provide conduit design to accommodate City furnished security system components at one location. Provide site grading design to provide positive drainage, and storm sewers may be incorporated to supplement drainage in key areas. Stormwater best management practices will be designed in accordance with OEPA Construction General permit.
19. Prepare local and state building permits for Churchwell Park Phase 2 improvements.
20. Prepare bid package for Churchwell Park Phase 2 improvements including design drawings, City's front end documents, technical specifications, and an opinion of probable construction cost. City's front end documents shall require that the contractor name Engineer as an additional insured and indemnified party in the same manner as the City. Bid packages and phasing will be based on City's availability of funding for various project elements.
21. Attend one meeting with City to review Churchwell Park Phase 2 bid package
22. For Churchwell Park Phase 2 improvements, prepare and submit to OEPA for one permit to install, water supply data sheet, and stormwater pollution prevention plan applications and submit to OEPA.
23. Provide bidding services for Churchwell Park Phase 2 including:
 - a. Attendance at prebid meeting with potential bidders.
 - b. Prepare addenda and answer questions during bidding.
 - c. Attend bid opening, tabulate and analyze bid results, and assist the City in the award of the construction Contract.
 - d. Prepare two sets of Contract Documents for signature.
24. Provide construction-related services for Churchwell Park Phase 2 including:
 - a. Attendance at preconstruction conference.
 - b. Review of contractor shop drawing submittals and requests for information.

Service Elements Not Included

The following services are not included in the Amendment. If such services are required, they will be provided through an amendment or through a separate agreement with City.

For Owner Review

1. Entry into existing residential structures or crawlspaces to obtain information on existing residential plumbing locations or configurations.
2. Construction contract administration, staking, and resident project representative services including punch list walkthrough.
3. Design of audio, communication, wi-fi, and security systems for Churchwell Park.
4. Distribution of Bidding Documents and Bidding services.
5. Geotechnical engineering information was completed and provided by another consultant in the previous planning phase of this project. Additional geotechnical engineering information is not anticipated.
6. Easement acquisition services including obtaining temporary right-of-entry documentation for construction work on private properties.

Additional Compensation

Additional Compensation: \$886,200.

Additional Compensation, If Authorized Services: \$218,000.

Schedule

Extend Schedule to December 31, 2026. Design completion is anticipated by June 30, 2025. The schedule for each phase may be adjusted by funding deadlines. Interim deadlines will be agreed to in writing with City at the start of each project phase.



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

From: Aaron M. Klein, P.E.

Date: December 19, 2023

Subject: Commission Agenda Item – Professional Services Agreement with WSP USA Inc. for the Safe Streets for All (SS4A) - Citywide Safe Streets Action Plan

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Services Agreement with WSP USA Inc. of Cleveland, Ohio for the Safe Streets for All (SS4A) Citywide Safe Streets Action Plan.

BACKGROUND INFORMATION: In September of 2022, the City of Sandusky was awarded a grant for \$200,000 through the federal Safe Streets and Roads for All Action Plan program. A match of \$50,000 is required for a total project cost of \$250,000. The primary objective of this grant is to champion projects that uphold the overarching goal of ensuring the safety and well-being of all individuals utilizing all modes of transportation within our community. This initiative encompasses a comprehensive approach, covering the planning, infrastructure development, behavior, education, and operational strategies aimed at preventing fatalities and severe injuries involving pedestrians, bicyclists, public transportation, personal conveyance, micro-mobility users, motorists, and commercial vehicle operators.

During the initial phase, WSP will be required to review existing documents, evaluate existing conditions, complete stakeholder, and community engagement, analyze statistical crash data, develop mapping, review policies, survey the public. Equity and connectivity will be crucial in identifying and prioritizing a list of projects. The final Safe Streets Action Plan will identify grant funding sources and strategies for implementation as well as long-term evaluation and reporting strategies.

The Request for Qualifications that closed in September resulted in receipt of five packages, which were ranked by a selection committee. WSP stood out as the most qualified firm to initiate and execute this project; based upon the firm's expertise, professional knowledge, and experience.

BUDGETARY INFORMATION: The professional services agreement with WSP will not exceed \$250,000 of which \$200,000 will be paid with federal grant funds and the remaining \$50,000 will be paid with Capital Projects Funds.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to enter into a Professional Services Agreement with WSP USA Inc. for the Safe Streets Action Plan and that necessary this legislation should be passed under the suspension of rules in complete accordance with Section 14

of the City Charter in order to complete the plan and prioritize projects eligible for implementation using the grant funding that is anticipated to be available in July of 2024.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Safe Routes for All 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 #241 and 431-6200-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 12/22/23

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH WSP USA INC., OF CLEVELAND, OHIO, FOR THE DEVELOPMENT OF A CITYWIDE SAFE STREETS ACTION PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over 5 years (2022-2026) for funding regional, local, and Tribal initiatives to prevent roadway deaths and serious injuries; and

WHEREAS, the City Commission authorized the filing of a grant application with the U.S. Department of Transportation for financial assistance through the Safe Streets and Roads for All (SS4A) Grant Program for the development of a Citywide Mobility Action Plan by Resolution No. 048-22R, passed on September 12, 2022, and subsequently was awarded funds in the amount of \$200,000.00; and

WHEREAS, Comprehensive Safety Action Plans are the basic building blocks to significantly improve roadway safety, aimed at reducing and eliminating serious injury and fatal crashes, and use data analysis to characterize roadway safety problems and strengthen a community's approach through projects and strategies that address the most significant safety risks; and

WHEREAS, the City issued a Requests for Qualifications (RFQ) for the development of a Citywide Safe Streets Action Plan in which five (5) submittals were received, evaluated and ranked by a selection committee and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, it was determined WSP USA Inc., of Cleveland, Ohio, was the most qualified; and

WHEREAS, WSP USA Inc. will be providing professional services for the development of a of a Citywide Safe Streets Action Plan, in accordance with the Safe Streets and Roads for All (SS4A) Grant Program, 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 services is \$250,000.00 of which \$200,000.00 will be paid with grant funds awarded through the Safe Streets for All Action Plan Program and the remaining balance of \$50,000.00 will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to complete the plan and prioritize projects eligible for implementation using grant funding that is anticipated to be available in July 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 an agreement with WSP USA Inc., of Cleveland, Ohio, for Professional Design Services for the development of a Citywide Safe Streets Action Plan, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

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

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

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

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement"), made as of _____, 2024, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and WSP USA Inc. of Cleveland, Ohio (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 services for the following project (the "Project"):

Project Name:	Citywide Safe Streets Action Plan
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer:	WSP USA
Contact:	Jared Love
Address:	1660 West Second Street Suite 820 Cleveland, Ohio 44113

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 services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional 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 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 those services.

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

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

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

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of Two Hundred-Fifty Thousand Dollars (\$250,000). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

5.4. Method and Terms of Payment

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

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

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

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

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

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

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

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

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

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

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized

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

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

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

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

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

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure

of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

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

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

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

8.2. Remedies

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

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right,

power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

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

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

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

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

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer

at _____. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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

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

WSP USA Inc.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

John Orzech
City Manager

APPROVAL:

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

Stewart Hastings
Law Director

CERTIFICATE OF FUNDS

In the matter of: _____

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

Dated: _____, 2024

CITY OF SANDUSKY, OHIO

By: _____
Michelle Reeder, CPA
Finance Director

Account Number

Not to Exceed Amount



December 21, 2023

Aaron Klein, P.E.
Director, Public Works
240 Columbus Avenue
Sandusky, OH 44870

Re: Sandusky SS4A Safe Streets Action Plan

Dear Mr. Klein:

WSP USA Inc. (WSP) is pleased to submit this price proposal to provide support for the development of the Sandusky Safe Streets Action Plan. The scope and associated fee are provided on the following pages.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Jared Love'.

Jared Love, PE, PTOE, PMP
Vice President, Columbus/Cincinnati Business Leader

WSP USA
Suite 450
Two Miranova Place
Columbus, OH 43215

Tel.: +1 614 793-0191
Fax: +1 614 793-0199
wsp.com



TASK 1.0 PROJECT MANAGEMENT

The purpose of Task 1 is to ensure the project is managed effectively and fully coordinated with prioritized agencies and stakeholders involved in the Plan development and implementation. The Project Manager will coordinate the overall consultant team, working closely with client's core decision making (Core Team) team and communicating with the plan's advisory group (Stakeholders) as well as other priority local agencies, community-based organizations, and applicable partners from project kickoff to completion.

TASK 1.1: PROJECT MANAGEMENT PLAN

The consultant understands that a clear Project Management Plan (PMP) provides a critical roadmap for delivering the project in a timely, reliable, and effective manner. Following the project kickoff meeting, we will draft a Project Management Plan that includes priorities for the project, communication preferences and protocols, formatting for technical reports and deliverables, and a detailed schedule with milestones and critical dates for the project. The PMP will discuss project objectives, a plan for obtaining key data for the project, Quality Assurance/Quality Control (QA/QC) procedures, and the overall schedule and key milestones for the project.

Deliverables:

- *Project Management Plan*

TASK 1.2 ONGOING MANAGEMENT AND COORDINATION

Day to day project management and administration activities will be performed to guide the project through the requirements. Activities include:

- Monthly progress reports
- Monitoring the quality of work and deliverables for each task.
- Monthly 30-minute virtual meetings with the client's core team

TASK 2.0 EXISTING CONDITIONS ANALYSIS

Safe Streets for All (SS4A) is a data-driven approach to mobility safety. Understanding and organizing this data is the foundation of the analysis and is something for which the WSP team has the right experience. The existing conditions analysis will incorporate all forms of transportation and evaluate these areas:

TASK 2.1 SUMMARY STATISTICAL ANALYSIS:

This effort will focus on using the crash database. Data, pulled from the ODOT Transportation Information Mapping System, will be organized into charts and key takeaways to analysis regional safety trends over the past ten years and analysis the location(s) where there are crashes, the severity, as well as contributing factors and crash types. Crashes will be separated between vehicle-only crashes, pedestrian crashes, and bicycle crashes.

Deliverables:

- *Summary Statistical Analysis Memo*



TASK 2.2 SYSTEMIC ANALYSIS & HIGH-RISK NETWORK DEVELOPMENT:

This effort will utilize the city street segment database that incorporates roadway characteristics and land use context. This analysis will create crash trees to help identify features that contributed to heightened crash risk.

Deliverables:

- *High-Risk Network & Systemic Analysis Memo*

TASK 2.3 CRASH MAPPING & HIGH INJURY NETWORK DEVELOPMENT:

This effort will utilize the crash data, street segment database, and demographic and user characteristics to prepare crash mapping and develop the high injury network with clearly identifying FSI crashes. We will separate the crashes involving people walking, biking, or using micro mobility from crashes involving people driving/inside vehicles because:

- There are a significantly higher number of crashes involving people driving/inside vehicles.
- The probability of severe or fatal injuries are significantly higher during a vehicle and non-vehicle collision, involving people walking and biking, referred to as the vulnerable users.
- Separating the user mode will also help identify if some locations have a disproportionate number of crashes involving vulnerable users. The crash analysis will be the underlying data for the high crash locations.

Deliverables:

- *High-Injury Network & HIN Development Memo*

TASK 2.4 EQUITY, POLICY, & LITERATURE REVIEW:

As a major component of SS4A Implementation Funding, equity information will be included in the analysis and current policies will be assessed of their transportation safety impacts. We will work closely with the city and municipal staff to identify existing policies pertaining to street design, traffic operations, programming street improvements and funding, as well as traffic-related laws and ordinances and how these are enforced. We will work with staff to identify practices that may or may not be based on official policies and help to determine which of these practices should be endorsed at the policy level or discontinued. WSP will review applicable policies at the regional, state, and federal levels that inform or impact Sandusky policies.

The consultant team will examine if any portions of the population experience a higher burden of traffic-related fatalities and serious injuries or other traffic related safety issues. In nearly all of our safety work, we see patterns of inequity or portions of the population that are disproportionately involved in crashes. Sociodemographic data will be used in addition to the victim attributes in the crash data to better understand which communities are most affected by traffic-related safety issues.

The team will identify and document the current state of the practice through a review of literature and publicly available industry documentation, synthesize research findings and industry practices, and identify gaps in the knowledge and practice. It is essential to have a solid comprehension of existing and previous safety efforts for a fundamental understanding of the current traffic safety situation. This review will focus on pertinent regulations,



fitting the plan recommendations into existing safety initiatives or providing solid justification if deviating, and tailoring suggestions to where existing safety funding opportunities exist.

Deliverables:

- *Equity, policy, and literature review Memo*

TASK 3.0 ENGAGEMENT

TASK 3.1 STAKEHOLDER ENGAGEMENT

We will collaborate with the City to form a stakeholder group that is both passionate and expectant of changing the traffic statistics that wrap up the city of Sandusky. With knowledgeable local and regional organizations being involved at the initial stages of the process, we will reach out to those who drive, walk, bike, scooter, and skate the streets daily. Our approach to stakeholder engagement consists of active listening, education, and training. Each engagement opportunity, including the activity, the feedback received, and participants engaged will be compiled to inform the final report. The Plan will address safety in a variety of contexts across the region. This means that actions related to safety will vary for each agency and may impact stakeholders in very different ways.

Deliverables:

- *Stakeholder Meetings: Consultants will conduct three (3) stakeholder in-person meetings throughout the project to present information and solicit feedback from the stakeholder group.*

TASK 3.2 PUBLIC SURVEY:

We will develop a survey to identify challenges and opportunities associated with progressing a safety culture in Sandusky. The survey will be available online and in paper formats. It will be distributed through social media, email, on websites, at local events, and other venues identified in listening sessions. Along with the survey, an online interactive map will be developed to collect specific locations where residents perceive existing safety risk. Locations identified through the interactive map will be reviewed with findings from data analysis to confirm perceptions and to spot-check analysis results. All information related to the project will be updated routinely on a project website that can be hosted by either the client or the consultant.

Deliverables:

- *Public survey and results summary.*

TASK 3.3 COMMUNITY ENGAGEMENT

Additional community engagement activities will be developed based on the feedback received during the stakeholder engagement and public survey. These activities will be tailored to the additional needs identified within the proposed budget. Potential activities include one-on-one meetings with specific stakeholders and groups or targeted neighborhood engagement.

Please see additional information in City Architecture scope of services.



TASK 4: ACTION PLAN DEVELOPMENT

As we weave together the analysis and public input, the WSP team will develop an SSAP that positions Sandusky up for success. The plan will include project identification and an implementation plan with project prioritization, actionable steps with responsible party designations, design guidelines, and monitoring measures for future evaluations. The completed SSAP goes beyond establishing SS4A grant eligibility; it presents an opportunity to create a dynamic implementation and accountability tool that builds off the momentum created during the public engagement and planning process.

TASK 4.1 IDENTIFICATION OF PRIORITY PROJECTS

Based on the crash history, equity analysis, and risk-based analysis we will work with the city to provide input on the criteria for project identification and prioritization. The prioritization process will consider the risk factors present at a location and prior crash history, and the estimated benefit/cost ratios for the various interventions for identified locations. Additionally, we will work with the city to prioritize projects based on considerations related to the ease of project implementation, potential funding for countermeasures, and identify potential barriers for implementation, and project time frame. This will include mapping the preferred routes of vehicles, bikes, and pedestrians based on the data analysis and information from stakeholders and public engagement.

TASK 4.2 PROJECT IMPLEMENTATION AND FUNDING

The final plan will advance concepts for a shortlist of projects that are most competitive for additional federal funding requests and will include strategies and action items that will focus on policies, programs, and projects that impact the entire city and individual neighborhoods. Infrastructure recommendations will be evidence-based and data-driven, addressing data findings from the data and equity analysis and outreach efforts. We will create an implementation plan for improvements derived from the USDOT Proven Safety Countermeasures for all prioritized locations or a subsegment of those locations that includes, at a minimum, project description, project location limits, typical sections (existing and proposed), cost estimates, total budget, and benefit-cost analysis. The deliverable for this task is an implementation plan for specific roadway safety challenge locations. Recommendations will range in term as well as cost to implement (low, medium and high).

TASK 4.3 EVALUATION AND REPORTING

Develop a system and tools to measure progress, performance indicators, analyze metrics, and create annual reports for the Sandusky Safety Action Plan.

TASK 4.4: SAFE STREETS ACTION PLAN DOCUMENT

Using feedback received from the Core Team and Advisors, and stakeholders on the goals and actions, the consultant team will draft a Safe Streets Action Plan that is image-rich and easy to follow. Our team will produce a formal document, that complies with the SS4A eligibility criteria, to be presented to City Council and the public for adoption, helping ensure the safety of Sandusky for years to come. After review by the Core Team and appropriate Advisors, we will revise and finalize the document.

Deliverables:

- *Safe Streets Action Plan Document (Draft and Final)*

Project Sandusky SS4A
Consultant: WSP USA Inc.
Agreement No. N/A
Task Order N/A
PID No. N/A
Proposal Date 12/21/2023

PROPOSAL COST SUMMARY

State Average Overhead Rate 157.79%
Consultant Overhead Rate: 140.30%
Cost of Money: 0.32%
Net Fee Percentage: 11%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:									
Task 1 Kick-Off Meeting									
2.1 PMP	\$75.00	6	\$450	\$631	\$1	\$0	\$0	\$128	\$1,210
2.2 On-going Coordination	\$67.63	38	\$2,570	\$3,606	\$8	\$0	\$15,476	\$729	\$22,389
2.3 Monthly Meetings (12 meetings)	\$80.08	40	\$3,203	\$4,494	\$10	\$0	\$0	\$908	\$8,615
Task 2 Data, Policy, and Equity Analysis									
2.1 Summary Statistical Analysis	\$60.25	52	\$3,133	\$4,396	\$10	\$0	\$42,991	\$888	\$51,418
2.2 Systemic Analysis & High-Risk Network	\$67.64	22	\$1,488	\$2,088	\$5	\$0	\$0	\$422	\$4,003
2.3 High Injury Network	\$60.25	52	\$3,133	\$4,396	\$10	\$0	\$0	\$888	\$8,427
2.4 Equity, Policy, & Literature Review	\$69.50	32	\$2,224	\$3,120	\$7	\$0	\$0	\$631	\$5,982
Task 3 Engagement									
3.1 Stakeholder Meetings	\$70.70	60	\$4,242	\$5,952	\$14	\$0	\$45,027	\$1,203	\$56,438
3.2 Online Survey	\$53.55	74	\$3,963	\$5,560	\$13	\$0	\$0	\$1,124	\$10,660
3.3 Public Meetings (2 public meetings)	\$68.63	48	\$3,294	\$4,621	\$11	\$588	\$0	\$934	\$9,448
3.3 Community Engagement	\$80.06	16	\$1,281	\$1,797	\$4	\$0	\$0	\$363	\$3,445
Task 4 Comprehensive & Equitable Safety Action Plan									
4.1 Priority Issue Identification	\$73.58	48	\$3,532	\$4,955	\$11	\$0	\$0	\$1,002	\$9,500
4.2 Project Implementation & Funding	\$67.66	56	\$3,789	\$5,316	\$12	\$0	\$0	\$1,074	\$10,191
4.3 Evaluation & Reporting	\$70.95	20	\$1,419	\$1,991	\$5	\$0	\$0	\$402	\$3,817
4.4 Draft Plan	\$65.88	108	\$7,115	\$9,982	\$23	\$0	\$11,511	\$2,018	\$30,649
4.4 Final Plan	\$71.31	72	\$5,134	\$7,203	\$16	\$0	\$0	\$1,456	\$13,809
Total - NW Ohio SS4A	\$67.16	744	\$49,970	\$70,108	\$160	\$588	\$115,004	\$14,170	\$250,000

TOTAL AUTHORIZED PARTS \$67.16 744 \$49,970 \$70,108 \$160 \$588 \$115,004 \$14,170 \$250,000

GRAND TOTAL \$67.16 744 \$49,970 \$70,108 \$160 \$588 \$115,004 \$14,170 \$250,000

Project Sandusky SS4A
Consultant: WSP USA Inc.
Agreement No. N/A
Task Order N/A
PID No. N/A
Proposal Date 12/21/2023

PROPOSAL LABOR SUMMARY

Version:
 Feb 2017

Task Description	Project Manager	Deputy Project Manager	Technical Advisor	Sr Lead Engineer	Sr Engineer	Engagement Lead	Grant Specialist	Proj Acct/ Clerical	Total	
	\$95.31	\$64.85	\$73.65	\$74.26	\$54.84	\$45.70	\$72.39	\$57.93	Hours	Cost
AUTHORIZED TASKS:										
Task 1 Kick-Off Meeting										
2.1 PMP	2	4							6	\$450
2.2 On-going Coordination	8	10						20	38	\$2,570
2.3 Monthly Meetings (12 meetings)	20	20							40	\$3,203
Task 2 Data, Policy, and Equity Analysis										
2.1 Summary Statistical Analysis	2	20			30				52	\$3,133
2.2 Systemic Analysis & High-Risk Network	2	20							22	\$1,488
2.3 High Injury Network	2	20			30				52	\$3,133
2.4 Equity, Policy, & Literature Review	2	20	10						32	\$2,224
Task 3 Engagement										
3.1 Stakeholder Meetings	12	24	12		12				60	\$4,242
3.2 Online Survey	4	20				50			74	\$3,963
3.3 Public Meetings (2 public meetings)	16	16				16			48	\$3,294
3.3 Community Engagement	8	8							16	\$1,281
Task 4 Comprehensive & Equitable Safety Action Plan										
4.1 Priority Issue Identification	8	20	20						48	\$3,532
4.2 Project Implementation & Funding	4	10	16	8	18				56	\$3,789
4.3 Evaluation & Reporting	4	16							20	\$1,419
4.4 Draft Plan	12	40	8	8	40				108	\$7,115
4.4 Final Plan	8	40	8	16					72	\$5,134
Total - NW Ohio SS4A	114	308	74	32	130	66	0	20	744	\$49,970
TOTAL AUTHORIZED PARTS	114	308	74	32	130	66	0	20	744	\$49,970
GRAND TOTAL	114	308	74	32	130	66	0	20	744	\$49,970

Project Sandusky SS4A
Consultant: WSP USA Inc.
Agreement No. N/A
Task Order N/A
PID No. N/A
Proposal Date 12/21/2023

DIRECT COSTS

Version:
 Feb 2017

Task Description	Unit Cost:	Mileage	Hotel	Meals	Direct Cost 4	Direct Cost 5	Direct Cost 6	Total
AUTHORIZED TASKS:								
Task 1 Kick-Off Meeting								
2.1 PMP								\$0
2.2 On-going Coordination								\$0
2.3 Monthly Meetings (12 meetings)								\$0
Task 2 Data, Policy, and Equity Analysis								
2.1 Summary Statistical Analysis								\$0
2.2 Systemic Analysis & High-Risk Network								\$0
2.3 High Injury Network								\$0
2.4 Equity, Policy, & Literature Review								\$0
Task 3 Engagement								
3.1 Stakeholder Meetings								\$0
3.2 Online Survey								\$0
3.3 Public Meetings (2 public meetings)		1014						\$588
3.3 Community Engagement								\$0
Task 4 Comprehensive & Equitable Safety Action Plan								
4.1 Priority Issue Identification								\$0
4.2 Project Implementation & Funding								\$0
4.3 Evaluation & Reporting								\$0
4.4 Draft Plan								\$0
4.4 Final Plan								\$0
Total - NW Ohio SS4A		1014	0	0	0	0	0	\$588
TOTAL AUTHORIZED PARTS		1014	0	0	0	0	0	\$588
GRAND TOTAL		1014	0	0	0	0	0	\$588



November 20, 2023

Ms. Nora Anderson, PE, PTOE
WSP Ohio Traffic and ITS Lead
1660 W 2nd St STE 820
Cleveland, OH 44113

**RE: City of Sandusky Comprehensive Safety Action Plan
Environmental Design Group No. 23-00515-01P**

Dear Ms. Anderson,

Environmental Design Group is pleased to submit our proposal for professional services ("Services") in response to your email on November 11, 2023, for the associated fee and conditions as attached. If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by returning one (1) signed copy to us.

If a contract is not fully executed between the Client and Environmental Design Group, LLC, this project will operate under Environmental Design Group's Standard Terms and Conditions.

If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at (330) 375-1390. We look forward to working with you and appreciate your business.

Sincerely,

Renee Whittenberger, PE, RSP1
rwhittenberger@envdesigngroup.com
Project Manager

Bryan Newell, A.I.C.P.
bnewell@envdesigngroup.com
Director

Enclosures:

Exhibit A: Scope of Services, Fee, & Assumptions
Exhibit B: Contract
Exhibit C: Fee Framework

ACCEPTANCE BY CLIENT

I / We hereby authorize Environmental Design Group to perform the services as outlined above and accept the terms listed. Please sign, fill out AP information, and return one (1) copy to our office via email.

Signature

Print

Date

Special Instructions: _____

CORPORATE

450 Grant Street / Akron, OH 44311
P 330.375.1390 / **F** 330.375.1590
TF 800.835.1390

COLUMBUS OFFICE

7965 North High Street, Suite 050
Columbus, Ohio 43235

CLEVELAND OFFICE

2814 Detroit Avenue
Cleveland, Ohio 44113

MARIETTA OFFICE

204 Front Street
Marietta, Ohio 45750

NEWARK OFFICE

33 West Main Street, Suite 206-A
Newark, Ohio 43055

envdesigngroup.com

The community impact people.

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

PROJECT UNDERSTANDING

The overall project is to develop a comprehensive safety action plan that addresses the myriad of roadway safety challenges present in diverse locations, intersection types, and modal viewpoints throughout the City of Sandusky. The overarching objectives are firstly, to bolster regional road safety with a forward-thinking plan that adheres to USDOT guidelines, and secondly, to ensure the region is well-placed to secure future SS4A funding. Our position as a sub-consultant to WSP is to support this mission through certain assigned tasks. Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for you and for Environmental Design Group.

SCOPE OF SERVICES

The services to be performed by Environmental Design Group in accordance with this proposal are as follows:

TASK 1.0 PROJECT MANAGEMENT

The purpose of Task 1 is to ensure the project is managed effectively and fully coordinated with prioritized agencies and stakeholders involved in the Plan development and implementation. The Project Manager will coordinate the overall consultant team, working closely with the Client's core decision-making (Core Team) team and communicating with the plan's advisory group (Stakeholders) as well as other priority local agencies, community-based organizations, and applicable partners from project kickoff to completion.

TASK 1.2 ONGOING MANAGEMENT AND COORDINATION

Day-to-day project management and administration activities will be performed to guide the project through the requirements. Activities include:

- Monthly progress reports,
- Monitoring the quality of work and deliverables for each task, and
- Monthly 30-minute virtual meetings with the Client's core team. Six (6) virtual meetings have been included in this fee.

TASK 2.0 EXISTING CONDITIONS ANALYSIS

Safe Streets for All (SS4A) is a data-driven approach to mobility safety. Understanding and organizing this data is the foundation of the analysis. The existing conditions analysis will incorporate all forms of transportation.

TASK 2.1 SUMMARY STATISTICAL ANALYSIS

This effort will focus on using the crash database. Data, obtained from the ODOT Transportation Information Mapping System, will be organized into charts and key takeaways to analyze regional safety trends over the past ten (10) years and analyze the location(s) where there are crashes, the severity, as well as contributing factors and crash types. Crashes will be separated between vehicle-only crashes, pedestrian crashes, and bicycle crashes. The centralized geodatabase will include roadway segments and their characteristics (such as AADT, lanes, speeds, etc.) along with land use typology/density to understand factors that contribute to crash types, severities, and affected users.

Deliverables:

- Summary Statistical Analysis Memo.

TASK 2.2 SYSTEMIC ANALYSIS & HIGH-RISK NETWORK DEVELOPMENT

This effort will utilize the City street segment database that incorporates roadway characteristics and land use context. This analysis will create crash trees to help identify features that contributed to heightened crash risk.

Deliverables:

- High-Risk Network and Systemic Analysis Memo.

TASK 2.3 CRASH MAPPING & HIGH INJURY NETWORK DEVELOPMENT

This effort will utilize the crash data, street segment database, and demographic and user characteristics to prepare crash mapping and develop the high injury network with clearly identifying FSI crashes. We will separate the crashes involving people walking, biking, or using micro-mobility from crashes involving people driving/inside vehicles because:

The community impact people.

- There is a significantly higher number of crashes involving people driving/inside vehicles.
- The probability of severe or fatal injuries are significantly higher during a vehicle and non-vehicle collision, involving people walking and biking, referred to as the vulnerable users.
- Separating the user mode will also help identify if some locations have a disproportionate number of crashes involving vulnerable users. The crash analysis will be the underlying data for the high crash locations.

Deliverables:

- High-Injury Network and High-Injury Network Development Memo.

TASK 3.0 ENGAGEMENT

TASK 3.1 STAKEHOLDER ENGAGEMENT

We will support WSP in collaboration with the City to form a stakeholder group that is both passionate and expectant of changing the traffic statistics that wrap up the City of Sandusky. With knowledgeable local and regional organizations being involved at the initial stages of the process, WSP will reach out to those who drive, walk, bike, scooter, and skate the streets daily. Our approach to stakeholder engagement consists of active listening, education, and training. Each engagement opportunity, including the activity, the feedback received, and the participants engaged will be compiled to inform the final report. The Plan will address safety in a variety of contexts across the region. This means that actions related to safety will vary for each agency and may impact stakeholders in very different ways.

In support of this task, Environmental Design Group will attend three (3) stakeholder in-person meetings throughout the project to present information and solicit feedback from the stakeholder group.

TASK 4: ACTION PLAN DEVELOPMENT

TASK 4.4: TRANSPORTATION SAFETY ACTION PLAN DOCUMENT

Using feedback received from the Core Team, Advisors, and stakeholders on the goals and actions, the consultant team will draft a Transportation Safety Action Plan that is image-rich and easy to follow. The team will produce a formal document, that complies with the SS4A eligibility criteria, to be presented to the City Commission and the public for adoption, helping ensure the safety of Sandusky for years to come. The team will develop layouts including copy, photography, infographics, and tables that enhance aesthetic quality and readability to its prioritized audience. After review by the Core Team and appropriate Advisors, we will revise and finalize the document. In support of this task, Environmental Design Group will allocate time to review the draft report and recommendations.

Deliverable:

- Review of Transportation Safety Action Plan Document

PROJECT QUOTATION

Environmental Design Group's fee for these professional services will be **a lump sum of Sixty-Six Thousand, Four Hundred Four Dollars and Zero Cents (\$66,404.00)**. This offer remains valid for thirty (30) days; acceptance thereafter is subject to our approval. Reimbursable expenses (i.e., prints, reproductions, photos, mileage, consultant and agency fees, etc.) are included in the price shown for professional services. From the date of acceptance of this agreement, the above fees will apply for one (1) year. If the work is not completed during that period, the agreement may be subject to renegotiation.

PROJECT SCHEDULE

Environmental Design Group will prepare and submit for Client approval a schedule for the performance of the scope of services. This schedule shall include reasonable allowances for review and approval times required by the Client.



Fee Proposal
WSP Lead on Sandusky
SS4A Comprehensive Safety Action Plan
 November 20, 2023

	Principal	Project Manager	Multi-Modal Engineer	Safety Engineer	GIS Specialist	Clerical	EDG Total Hours	EDG Miles	EDG Total Cost
Task 1.0 Project Management									
TASK 1.2 Ongoing Management and Coordination							0		\$0.00
Monthly Progress Reports		6				10	16	360	\$2,129.29
Monitoring the quality of work and deliverables	4	24					28		\$5,766.02
Six virtual meetings	3	6		6	3		18		\$3,530.58
Subtotal Task 1	7	36	0	6	3	10	62	360	\$11,425.88
Task 2.0 Existing Conditions Analysis									
TASK 2.1 Summary Statistical Analysis							0		\$0.00
Create Geo-referenced Database			12		12		24		\$5,346.23
Summary Statistical Analysis and Memo		12	20	10			42		\$7,598.94
Systemic Analysis and High-Risk Network Development, Memo		38	32	2	2		74		\$14,449.43
Crash Mapping and High Injury Network Development		40	32	8	2		82		\$15,596.26
Subtotal Task 2	0	90	96	20	16	0	222	0	\$42,990.86
Task 3.0 Engagement									
TASK 3.1 Stakeholder Engagement							0		\$0.00
Stakeholder Meetings (in person)		3	15	15			33	564	\$5,876.86
Subtotal Task 3	0	3	15	15	0	0	33	564	\$5,876.86
Task 4.0 Action Plan Development									
TASK 4.4 Transportation Safety Action Plan Document							0		\$0.00
Review of Document and Recommendations	2	8		16			26		\$4,159.67
Subtotal Task 4	2	8	0	16	8	0	34	0	\$6,110.53
TOTAL BASE CONTRACT	9	137	111	57	27	10	351	924	\$ 66,404.13
PROJECT SUMMARY COST									
TOTAL HOURS	351								
TOTAL LABOR COSTS	\$65,803.53								
Reimbursable Expenses	\$600.60								
TOTAL BASE COST	\$66,404.13								

November 20, 2023

Nora Anderson, PE, PTOE
Ohio Traffic and ITS Lead
WSP
1660 W. 2nd Street, Suite 820
Cleveland, Ohio 44113

**SANDUSKY CITYWIDE SAFE STREETS ACTION PLAN
SANDUSKY, OHIO
PROPOSAL FOR PROFESSIONAL SERVICES**

Dear Nora:

City Architecture is pleased to present this proposal for professional services for the Sandusky Citywide Safe Streets Action Plan to support the WSP team. Based on our November 14 project kick-off meeting, we anticipate a dynamic process of identifying safety needs in the City of Sandusky through analysis and focused conversations, testing ideas and supporting actionable and fundable recommendations.

PROJECT UNDERSTANDING

It is City Architecture's intention to provide engagement-focused planning services to support WSP's work in developing a safe streets plan for the City of Sandusky.

PLANNING AND ENGAGEMENT SERVICES

City Architecture will provide planning and engagement services for this initiative. We understand an 8-12 month project schedule is anticipated, commencing in November 2023. The following services will be provided during this planning phase of the project:

- Participate in monthly team meetings (virtual)
- Provide support on progress reports and project coordination
- Participate in three stakeholder meetings (in person)
- Develop materials to support stakeholder conversations
- Plan and conduct two public meetings (in person)
- Develop materials to support public meetings
- Conduct / support additional engagement activities as time and fees permit
- Develop plan materials to support final recommendations

PROFESSIONAL FEES

The fee for Basic Services as described in this proposal will be billed on an hourly not to exceed basis. The following is a fee analysis breakdown by phase for your consideration:

Basic Services	Fee Allocation
Task 1: Coordination (progress reports, monthly meetings)	\$ 4,050.00
Task 3: Engagement (stakeholder meetings, public meetings, support materials)	\$ 39,150.00
Task 4: Document Prep and Review (support on development of final plan materials)	\$ 5,400.00
Total Basic Services	\$ 48,600.00

Reimbursable Expenses	Fee Allocation
In-house printing, Postage, Travel, etc.	\$ 800.00
Total Reimbursable Expenses	\$ 800.00
Total Services and Expenses	\$ 49,400.00

EXCLUSIONS

The following items are not included in this proposal and are assumed to be provided by owner. If preferred, these services can be included as an additional service:

- Preparation of meeting agendas, meeting minutes/summaries, or other project correspondence deemed appropriate for WSP/City of Sandusky
- Sustainability services such as LEED or Enterprise Green Communities
- Cost estimating and scheduling
- Site survey

ASSUMPTIONS

- 8-12 month project duration
- Virtual monthly calls/meetings (12)

If this proposal is acceptable, we will anticipate an agreement which will define the terms and conditions for execution. We look forward to working with you, and we thank you for this opportunity to partner with WSP and the City of Sandusky.

Sincerely,
CITY ARCHITECTURE, INC.



Michelle Bandy-Zalatoris AICP, LEED AP
Director of Planning and Urban Design

Copies To: Alex Pesta

Acceptance of Proposal and Notice to Proceed:

Signature

Name, Title

Date

X:\2023\23035 -Sandusky Safe Streets for All\01 - Proposal & Agreement\2023-11-20 Sandusky Citywide Safe Streets Action Plan.docx



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

From: Aaron Klein, Director of Public Works

Date: December 22, 2023

Subject: Commission Agenda Item – Amendment #1 of Purchase Agreements with Stream + Wetlands Foundation

Items for Consideration: Legislation authorizing an amendment to the existing purchase agreements with the Stream and Wetlands Foundation regarding the mitigation bank instrument for The Landing project.

Background Information: The purchase agreement was approved during the August 28, 2023, commission meeting. Refer to Ordinance No. 23-170 for details.

For The Landing project, the wetlands delineation that was reperformed by EDG in 2023 resulted in a need of 1.2 acres of total wetlands being impacted. However, in discussions with the Army Corps of Engineers, they determined that this total should be reduced because some areas should not have been classified as wetlands. This means that the City no longer needed 0.5 acres of non-forested Category 3 wetlands from the Black-Rocky Umbrella Mitigation Bank Instrument (UMBI). The Stream + Wetlands Foundation currently holds a purchase agreement with the City of Sandusky for 0.1 acres forested wetlands and 0.5 acres of non-forested, Category 3 wetlands. Therefore, the total contract will be reduced from \$39,000 to \$6,500, which requires the city manager to sign the revised agreement.

Budgetary Information: The cost will still be paid from the Capital Projects Fund. The City has already made an initial payment of \$5,850 (15%) to reserve the credits in the original agreement and the remaining \$650 will be paid upon receipt of all related permits.

Action Requested: It is requested that the proper legislation be prepared to allow the city manager to amend the Wetland Mitigation Purchase Agreement at the Black-Rocky Umbrella Mitigation Bank Instrument with the Stream and Wetlands Foundation to lower the contract amount from \$39,000 to \$6,500, and that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter so the City Manager can sign the Amendment to the Agreement immediately and the project can proceed without delay.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; S. Hastings, Law Director; M. Reeder, Finance Director

CERTIFICATE OF FUNDS

In the Matter of: Stream & Wetlands Foundation - Wetlands

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 #431-6505-53000

By: _____



Michelle Reeder

Finance Director

Dated: 12/22/23

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT FOR WETLANDS MITIGATION CREDITS WITH STREAMS + WETLANDS FOUNDATION FOR THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission declared their support for The Landing Park Project by Resolution No. 005-18R, passed on January 22, 2018; and

WHEREAS, the City Commission authorized and directed the City Manager to enter into an agreement for professional design services with Environmental Design Group, LLC, of Akron, Ohio, to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of the Landing Project by Ordinance No. 18-127, passed on June 25, 2018; and

WHEREAS, Environmental Design Group, LLC is in the process of pursuing various environmental permits, surveys, and approvals on behalf of the City in order to complete the next step of the Landing Project, including wetland delineation; and

WHEREAS, the wetland delineation was originally completed in 2018 and was updated in 2022, and there are a total of 51 acres of wetlands on the Landing site with 1.2 acres being permanently impacted, but there are no mitigation banks within the Sandusky River Watershed that would accommodate the type of coastal wetlands being impacted; and

WHEREAS, Environmental Design Group, LLC is working with the United States Army Corps of Engineers to obtain approval for the City to purchase credits in adjacent watersheds, including from the Grafton Swamp Wetlands Mitigation Bank as part of the Black-Rocky Umbrella Mitigation Bank Instrument; and

WHEREAS, to facilitate the next step of the Landing Project, the City desired to enter into an agreement with Streams + Wetlands Foundation, of Lancaster, Ohio, for wetland mitigation credits, which was approved by City Commission on August 28, 2023 by Ordinance No. 23-170; and

WHEREAS, through the mitigation credits purchase, the City was allowed to purchase 0.1 acres of forested and 0.5 acres of non-forested, Category 3 wetland mitigation credits through the Stream + Wetlands Foundation at a total cost not to exceed \$39,000; and

WHEREAS, since August 28, 2023, the Army Corps of Engineers determined that the total amount of non-forested Category 3 wetlands from Black Rocky Umbrella Mitigation Bank was no longer needed; and

WHEREAS, the reduction in wetlands reduces the total contract price to \$6,500, of which the City already deposited \$5,850, and the remaining \$650 will be paid from Capital Projects 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 so that the City Manager can execute the First Amendment to the Agreement immediately and the project can proceed without delay; and

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

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

Section 1. The City Manager is authorized and directed to enter into a First Amendment to the Agreement with Streams + Wetlands Foundation, for the purchase of wetland mitigation credits, consistent with the attachment to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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.

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024

**WETLAND MITIGATION PURCHASE AGREEMENT
BLACK-ROCKY UMBRELLA MITIGATION BANK INSTRUMENT
GRAFTON SWAMP WETLANDS MITIGATION BANK**

WHEREAS, entities proposing to place dredged or fill material into waters of the United States or waters of the State of Ohio, including wetlands, must comply with standards and conditions imposed by the Army Corps of Engineers (the "Corps") and/or the Ohio Environmental Protection Agency (the "Ohio EPA") pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344, and/or Ohio Revised Code Chapter 6111 including, in many cases, the mitigation of wetland impacts; and

WHEREAS, the Stream + Wetlands Foundation ("S+W") has participated in the Interagency Review Team ("IRT") review process and received approval from the IRT (which includes the Corps and Ohio EPA) to establish the Grafton Swamp Wetlands Mitigation Bank as part of the Black-Rocky Umbrella Mitigation Bank Instrument and to sell wetland mitigation credits to entities required to mitigate for impacts to wetlands pursuant to the Section 404/401 permit process and Ohio's Isolated Wetland Permit process; and

WHEREAS, the Corps and the Ohio EPA have agreed to consider the purchase of wetland mitigation credits in an appropriate service area approved by the IRT to fulfill an entity's requirement to mitigate wetland impacts.

THEREFORE, The City of Sandusky ("Client") and S+W agree they will comply with the following guidelines and procedures by which Client will purchase wetland mitigation credits from S+W, representing the restoration of wetlands in the State of Ohio which will be permanently maintained and which will serve to mitigate wetland impacts permitted under Sections 404 and 401 of the Clean Water Act and in accordance with ORC Chapter 6111.

I. RESERVATION OF CREDITS AND PAYMENT TERMS FOR THE CLIENT

A. Pursuant to the requirements of Sections 401 and 404 of the Clean Water Act and the regulations promulgated thereunder and/or ORC Chapter 6111, Client is obligated to mitigate for impacts to 1.1⁰ acres of jurisdictional wetlands and 0 acres of isolated wetlands at its The Landing site located at Cleveland Road in the City of Sandusky, Erie County, Ohio. Based on the sale price of \$65,000 per acre of mitigation credit, the Client hereby agrees to pay S+W the amount of ~~\$55,000~~ \$6,500 in consideration for the purchase of 0.1 forested and ~~0.5~~⁰ non-forested wetland mitigation credits at the Grafton Swamp Wetlands Mitigation Bank. S+W will reserve the necessary wetland credits for a period of six (6) months (the "Reservation Period") upon receipt of a signed Purchase Agreement and a deposit payment of \$5,850 (~~equal to 15% of the total expected sale price~~). If Client has not received the necessary approvals pursuant to Section 404 and/or 401 of the Clean Water Act or the Ohio Isolated Wetland Permit program during the Reservation Period, S+W will extend the Reservation Period for an additional 6-months upon receipt of an additional 15% deposit received prior to the expiration of the initial 6-month Reservation Period. The remaining balance shall be paid within 12-months of the date of this contract.

B. If the remaining balance is not paid in full within 12-months, the Client, at their sole discretion, may extend the Reservation Period an additional 12 months under the following terms:

- 1) Client notifies S+W in writing of its intent to extend the agreement beyond the second Reservation Period not less than 30 days after the expiration of the second Reservation Period.
- 2) At the end of the second Reservation Period, the unit price of the credits will change to match the current unit price for credits from the Grafton Swamp Bank Wetlands Mitigation Bank.

- 3) Client completes a third deposit payment not less than 30 days after the expiration of the second Reservation Period. The third deposit payment shall be equal to forty-five percent of the total purchase price, based on the current unit cost, less previous deposit payments.
- 4) All deposit payments made by Client shall be applied towards the remaining balance due based current unit cost of the credits.

C. The Client's initial 15% deposit is refundable if within the initial 6-month Reservation Period the Corps or the Ohio EPA denies Client's request for a permit for the wetland impact or if Client elects to withdraw their permit application, provided the Client notifies S+W in writing of the denial of its permit or its intention to withdraw its permit application prior to the expiration of the initial 6-month Reservation Period. After the initial 6-month Reservation Period all deposit payments are non-refundable and shall be retained by S+W. If the Reservation Period expires due to lack of timely completion of additional deposit payments after the initial 6-month Reservation Period, the wetlands credits will no longer be reserved for Client but will be available on a first-come basis to all clients of S+W. S+W will provide written notification of the termination of this Agreement to the Corps and/or Ohio EPA as applicable.

D. Within thirty (30) days of issuance of the latter of the Clean Water Act Section 404 permit and, if necessary, the Section 401 Certification or Ohio Isolated Wetland Permit, Client will tender the outstanding balance of the cost of the mitigation credits. Upon permit issuance, Client will provide S+W with a copy of the Section 404 permit and, if applicable, the Section 401 Certification or the Ohio Isolated Wetland Permit. The Permit Issuance Date is the date of the wetland fill permit (Isolated Wetlands Permit, Clean Water Act Section 401/404 permits) issued for the project. If more than one wetland fill permit is required for the project identified in this agreement then the date of the last permit to be issued permit shall be considered as the Permit Issuance Date. If payment is not received by S+W by the end of the thirtieth day after the Permit Issuance Date the Client will be considered to be in Default of Payment. Should the Client be in Default of Payment, a late payment penalty of \$500 or 2.0% interest per month, whichever is greater, shall be applied to the outstanding balance from the Permit Issuance Date for each month or portion thereof until payment is received in full. It is the sole responsibility of the Client to ensure that they adhere to the terms of this agreement, including timely payment, and to the terms of the permit(s) issued to the Client for the project described in paragraph I(A).

E. If the Client is in Default of Payment for greater than sixty days (i.e. more than 90 days from Permit Issuance Date), this agreement shall be terminated and the credits will not be reserved for the Client and all payments shall be forfeited to S+W as its sole remedy for liquated damages. In this case, the Client, the Corps and/or Ohio EPA (as applicable) shall be notified by S+W that this agreement has been terminated and the credits are no longer reserved for the Client.

F. The Client shall have no other obligation other than the payments detailed in this agreement for future maintenance or remedial measures of the Grafton Swamp Wetlands Mitigation Bank.

II. OBLIGATIONS OF STREAM + WETLANDS FOUNDATION

A. S+W has available for sale mitigation credits at the Grafton Swamp Wetlands Mitigation Bank which have been approved by the IRT to mitigate for certain wetland impacts. ~~\$6500~~

B. In consideration for the payment of ~~\$39,000~~ (plus penalties, if applicable, as per paragraph I(C) of this Agreement) by Client, S+W hereby agrees to provide 0.166 acre of Category 3 wetland mitigation credits (as per paragraph I(A) of this agreement) at the Grafton Swamp Wetlands Mitigation Bank for the benefit of Client hereunder. S+W shall have all responsibility for assuring the restoration and the monitoring and maintenance of the wetlands as provided herein.

C. S+W will provide written confirmation to the Client that full payment has been received for the purchase of wetland mitigation credits specified in this agreement.

III.

GENERAL PROVISIONS

- A. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Venue for the resolution of any dispute shall be in the Court of Common Pleas of Franklin County, Ohio or in the federal court in the Southern District of Ohio in Columbus, Ohio.
- B. The signatories hereto represent and covenant that they are authorized to execute this Agreement and to bind the respective parties to this Agreement.
- C. This Agreement is the entire agreement between S+W and Client and supersedes any prior agreements of communications relating thereto. No modification hereof or subsequent agreement related to the sale of ILFP credits described herein shall be binding on either party unless reduced to writing and signed by both parties hereof.

STREAM + WETLANDS FOUNDATION

Signed By: _____

Vincent E. Messerly, President

Date: _____

9/8/79
123 South Broad Street, Suite 238
P.O. Box 369
Lancaster, OH 43130

CLIENT

City of Sandusky

Signed By: _____

Printed Name: _____

John Orzech

Title: _____

City Manager

Date: _____

September 7, 2023

Address: _____

240 Columbus Ave

Sandusky, OH 44870

E-mail: _____

jorzech@cityofsandusky.com

Telephone: _____

419-627-5908

CLIENT'S CONSULTING FIRM

Firm Name: _____

Environmental Design Group

Contact Name: _____

Brian Loushin

Address: _____

7965 N High St

Columbus, OH 43235

E-mail: _____

bloushin@envdesigngroup.com

Phone Number: _____

614-352-2752



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: December 27, 2023

Subject: **Commission Agenda Item – Change Order 2 & Final on the Perkins Avenue Waterline & Resurfacing Project**

ITEM FOR CONSIDERATION: Legislation approving Change Order 2 & Final on the Perkins Avenue Waterline & Resurfacing Project.

BACKGROUND INFORMATION: Legislation was unanimously passed at the October 24, 2022, City Commission meeting awarding a construction contract for the Perkins Avenue Waterline & Resurfacing Project to Speer Bros., Inc. of Sandusky, OH pursuant to Ordinance 22-208 in the amount of \$5,411,227.34, which was increased to \$6,053,620.36 with Change Order 1, pursuant to Ordinance 23-217, due to unforeseen Water Main items. The project provided for nearly two miles of new waterline and roadway installation along Perkins Ave, from Mills Creek Bridge to just West of Anita Drive, consisting of concrete replacement in various locations and the replacement of the water line and roadway along 52nd Street, from Perkins Ave to Milan Road.

Once construction began it was evident this project was needed even more than anticipated, the infrastructure is in poor condition as well as the roadway/trench repairs around the infrastructure. This caused three increases to the contract which were unavoidable.

Additional Work: Sewer line and Catch Basin replacement

While performing the waterline work, several storm sewer pipes were encountered and verified to be in poor condition. It was determined that these pipes needed to be replaced, as their condition restricted or stopped stormwater flow, hindering roadway drainage capacity.

Several catch basin structures were initially to be salvaged, but upon closer inspection, it was determined that it would behoove the city to replace them and make them more uniform for maintenance purposes. These replacements will take more runoff and provide better longevity for the entire system.

With all these drainage elements being replaced, the storm sewer system will now drain more water more quickly than it has at least in decades, maybe more than ever. Quicker drainage of surface runoff will also equate to greater longevity for the pavement surface as well. Electing to do these items will nearly eliminate sewer maintenance and repair work for decades on Perkins Avenue.

Additional Work: Sidewalk and Curbing

Sidewalk and Curbing replacement was limited in the bid quantity. The actual alignment of the waterline excavation required removing more sidewalk than planned. Additionally, the condition of the sidewalks

necessitated more quantity to be replaced to better comply with current ADA requirements and reduce trip hazards. Other sections of sidewalk were lower than the adjacent properties, therefore holding water and creating safety issues. The City remedied these by elevating the walks and/or cutting down the boulevard area between the walk and curb that trapped said runoff.

Upon closer inspection of the curbing, there were many cracks and irregularities that had been recently done as parts of private driveway work. The cracked sections hindered the life expectancy and the damaged and missing sections reduced the drainage function of curbs on the street.

Because of performing additional sidewalk and curbing, pedestrian safety, ADA compliance, drainage and life expectancy is greatly increased for these work items. It is anticipated that the curb will gain 40 years of life expectancy and the walks can be expected to gain 60 years. Long term, this also equates to much less maintenance and repair work costs and less travel delays on this busy section of road.

A grant in the amount of \$2.5M was awarded to the City after award of the project which will help offset funds and cover the extras costs.

BUDGETARY INFORMATION: The original contract with Speer Bros., Inc. was \$5,411,227.34, previous Change Order 1 increased the contract by \$642,393.02 and Change Order 2 is an increase of \$221,279.37, increasing the contract total to \$6,274,889.73. With the additional funding from the Ohio Department of Development in corresponding legislation, the new project split shall be;

	Original	Change Order 1	Change Order 2	Final
OWDA Loan - Water	\$ 3,807,537.15	\$ (1,367,859.59)		\$ 2,439,677.56
OWDA Loan - Storm/Sewer	\$ 518,547.30	\$ 270,395.50	\$ 221,279.37	\$ 1,010,222.17
OPWC Loan	\$ 145,049.00	\$ (145,049.00)	\$ -	\$ -
OPWC Grant	\$ 325,000.00	\$ -	\$ -	\$ 325,000.00
Issue 8	\$ 615,093.89	\$ (615,093.89)	\$ -	\$ -
ODOD Grant	\$ -	\$ 2,500,000.00	\$ -	\$ 2,500,000.00
	\$ 5,411,227.34	\$ 642,393.02	\$ 221,279.37	\$ 6,274,899.73

ACTION REQUESTED: It is recommended that proper legislation be prepared to approving Change Order 2 & Final on the Perkins Avenue Waterline & Resurfacing Project with Speer Bros., Inc., of Sandusky, OH for an increase to the contract of \$221,279.37 bringing the total contract price to \$6,274,899.73 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 prompt payment of approved work to the Contractor.

I concur with this recommendation:

John Orzech
City Manager

Aaron Klein
Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CITY OF SANDUSKY, OHIO
DEPARTMENT OF PUBLIC WORKS

Project: Perkins Ave Waterline and Resurfacing Project
Construction Work Order No.: 2 & Final

CONTRACT: 2994
ORDINANCE NO. 22-208

Contractor: Speer Bros., Inc.
3812 Old Railroad Road
Sandusky, Ohio 44870

STREET OR LOCATON OF WORK: Perkins Ave & 52nd Street

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.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
Part A: PERKINS AVE									
2	1297.00	1810.930	-513.93	SY	PAVEMENT REMOVED (APRONS)	\$ 30.00	\$38,910.00	\$ 54,327.90	\$15,417.90
3	21088.00	33328.180	-12240.18	SF	WALK REMOVED, AS PER PLAN	\$ 4.00	\$84,352.00	\$ 133,312.72	\$48,960.72
4	4514.00	8034.400	-3520.40	FT	CURB REMOVED, AS PER PLAN	\$ 10.00	\$45,140.00	\$ 80,344.00	\$35,204.00
5	94.00	199.000	-105.00	FT	CURB AND GUTTER REMOVED, AS PER PLAN	\$ 10.00	\$940.00	\$ 1,990.00	\$1,050.00
6	10385.00	5227.200	5157.80	FT	PIPE REMOVED, 24" AND UNDER	\$ 5.00	\$51,925.00	\$ 26,136.00	-\$25,789.00
7	135.00	165.000	-30.00	FT	GUARDRAIL REMOVED	\$ 10.00	\$1,350.00	\$ 1,650.00	\$300.00
8	1.00	2.000	-1.00	EA	MANHOLE REMOVED	\$ 1,500.00	\$1,500.00	\$ 3,000.00	\$1,500.00
9	4.00	5.000	-1.00	EA	CATCH BASIN REMOVED	\$ 1,000.00	\$4,000.00	\$ 5,000.00	\$1,000.00
10	25.00	18.000	7.00	EA	VALVE BOX REMOVED	\$ 400.00	\$10,000.00	\$ 7,200.00	-\$2,800.00
11	15871.00	29630.400	-13759.40	SF	4" CONCRETE WALK, AS PER PLAN	\$ 7.00	\$111,097.00	\$ 207,412.80	\$96,315.80
12	3661.00	797.320	2863.68	SF	6" CONCRETE WALK, AS PER PLAN	\$ 8.00	\$29,288.00	\$ 6,378.56	-\$22,909.44
13	1755.00	2907.970	-1152.97	SF	CURB RAMP, AS PER PLAN	\$ 7.00	\$12,285.00	\$ 20,355.79	\$8,070.79
14	20.00	2.000	18.00	EA	MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN	\$ 1,200.00	\$24,000.00	\$ 2,400.00	-\$21,600.00
15	20.00	0.000	20.00	EA	MONUMENT, MISC.: MONUMENT REFERENCING	\$ 500.00	\$10,000.00	\$ -	-\$10,000.00
16	5.00	1.000	4.00	EA	SOIL ANALYSIS TEST	\$ 400.00	\$2,000.00	\$ 400.00	-\$1,600.00
17	289.00	694.000	-405.00	CY	TOPSOIL	\$ 40.00	\$11,560.00	\$ 27,760.00	\$16,200.00
18	2608.00	6215.000	-3607.00	SY	SEEDING AND MULCHING, AS PER PLAN	\$ 10.00	\$26,080.00	\$ 62,150.00	\$36,070.00
19	0.35	0.835	-0.49	TON	COMMERCIAL FERTILIZER	\$ 1,000.00	\$350.00	\$ 835.00	\$485.00
24	75	184.40	-109.40	FT	6" CONDUIT, TYPE B	\$ 100.00	\$ 7,500.00	\$ 18,440.00	\$10,940.00
25	20	25.50	-5.50	FT	10" CONDUIT, TYPE B	\$ 120.00	\$ 2,400.00	\$ 3,060.00	\$660.00
26	5	0.00	5.00	FT	10" CONDUIT, TYPE C	\$ 115.00	\$ 575.00	\$ -	-\$575.00
27	228	282.00	-54.00	FT	12" CONDUIT, TYPE B	\$ 120.00	\$ 27,360.00	\$ 33,840.00	\$6,480.00
28	21	5.00	16.00	FT	12" CONDUIT, TYPE C	\$ 115.00	\$ 2,415.00	\$ 575.00	-\$1,840.00
29	4	0.00	4.00	EA	CATCH BASIN, NO. 2-2B, AS PER PLAN	\$ 3,000.00	\$ 12,000.00	\$ -	-\$12,000.00
30	8	6.00	2.00	EA	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	\$ 1,500.00	\$ 12,000.00	\$ 9,000.00	-\$3,000.00
31	6	0.00	6.00	EA	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	\$ 1,750.00	\$ 10,500.00	\$ -	-\$10,500.00
32	5	3.00	2.00	EA	CATCH BASIN, MISC.: SANDUSKY CATCH BASIN, TYPE 3	\$ 2,800.00	\$ 14,000.00	\$ 8,400.00	-\$5,600.00
33	1	0.00	1.00	EA	CATCH BASIN, MISC.: SANDUSKY CATCH BASIN, TYPE 3 WITH SUMP	\$ 3,000.00	\$ 3,000.00	\$ -	-\$3,000.00

34	4	13.00	-9.00	EA	INLET, MISC.: PAVEMENT INLET NO. 2A RECONSTRUCT TO GRADE	\$ 6,000.00	\$ 24,000.00	\$ 78,000.00	\$54,000.00
36	7	12.00	-5.00	EA	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	\$ 1,500.00	\$ 10,500.00	\$ 18,000.00	\$7,500.00
37	3	0.00	3.00	EA	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN	\$ 1,750.00	\$ 5,250.00	\$ -	-\$5,250.00
39	1,250	466.00	784.00	SY	PARTIAL DEPTH PAVEMENT REPAIR (441), AS PER PLAN	\$ 55.00	\$ 68,750.00	\$ 25,630.00	-\$43,120.00
40	1,250	24.00	1226.00	SY	PAVEMENT REPAIR, AS PER PLAN	\$ 100.00	\$ 125,000.00	\$ 2,400.00	-\$122,600.00
41	3,625	0.00	3625.00	SY	PAVEMENT REPAIR, MISC.: PAVEMENT TRENCH REPAIR	\$ 63.00	\$ 228,375.00	\$ -	-\$228,375.00
42	34,611	33,490.00	1121.00	SY	PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN (T=2.5")	\$ 4.00	\$ 138,444.00	\$ 133,960.00	-\$4,484.00
43	152	4,891.58	-4739.58	SY	FULL DEPTH PAVEMENT REMOVAL & RIGID REP., CLASS QC MS, AS PER PLAN	\$ 150.00	\$ 22,800.00	\$ 733,737.00	\$710,937.00
44	215	151.10	63.90	CY	AGGREGATE BASE, AS PER PLAN (FOR PAVEMENT REPAIR)	\$ 50.00	\$ 10,750.00	\$ 7,555.00	-\$3,195.00
45	4,904	5,096.71	-192.71	GAL	NON-TRACKING TACK COAT	\$ 2.75	\$ 13,486.00	\$ 14,015.95	\$529.95
46	107	83.30	23.70	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), AS PER PLAN (PG64-22)	\$ 380.00	\$ 40,660.00	\$ 31,654.00	-\$9,006.00
47	1,392	1,404.30	-12.30	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), AS PER PLAN (PG70-22M)	\$ 225.00	\$ 313,200.00	\$ 315,967.50	\$2,767.50
48	1,019	945.03	73.97	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), AS PER PLAN (PG64-22)	\$ 223.00	\$ 227,237.00	\$ 210,741.69	-\$16,495.31
49	232	405.66	-173.66	SY	6" NON-REINFORCED CONCRETE PAVEMENT (DRIVEWAY), CLASS QC MS, AS PER PLAN	\$ 70.00	\$ 16,240.00	\$ 28,396.20	\$12,156.20
50	1,090	1,405.27	-315.27	SY	8" NON-REINFORCED CONCRETE PAVEMENT (DRIVEWAY), CLASS QC MS, AS PER PLAN	\$ 80.00	\$ 87,200.00	\$ 112,421.60	\$25,221.60
52	94	249.00	-155.00	FT	COMBINATION CURB AND GUTTER, TYPE 2, AS PER PLAN	\$ 40.00	\$ 3,760.00	\$ 9,960.00	\$6,200.00
53	137	71.00	66.00	FT	CURB, TYPE 2-A, AS PER PLAN	\$ 30.00	\$ 4,110.00	\$ 2,130.00	-\$1,980.00
54	204	94.00	110.00	FT	CURB, TYPE 3-B, AS PER PLAN	\$ 30.00	\$ 6,120.00	\$ 2,820.00	-\$3,300.00
55	4,094	7,835.40	-3741.40	FT	CURB, TYPE 6, AS PER PLAN	\$ 35.00	\$ 143,290.00	\$ 274,239.00	\$130,949.00
57	2	10.50	-8.50	FT	4" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52	\$ 125.00	\$ 250.00	\$ 1,312.50	\$1,062.50
58	24	89.30	-65.30	FT	6" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52	\$ 125.00	\$ 3,000.00	\$ 11,162.50	\$8,162.50
59	1,981	0.00	1981.00	FT	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS-RESTRAINED JOINTS AND FITTINGS (LOWERINGS)	\$ 185.00	\$ 366,485.00	\$ -	-\$366,485.00
60	8,878	10,728.80	-1850.80	FT	8" WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C900, DR18	\$ 130.00	\$ 1,154,140.00	\$ 1,394,744.00	\$240,604.00
62	2	3.00	-1.00	EA	6" GATE VALVE AND VALVE BOX (SANDUSKY)	\$ 3,500.00	\$ 7,000.00	\$ 10,500.00	\$3,500.00
63	36	51.00	-15.00	EA	8" GATE VALVE AND VALVE BOX (SANDUSKY)	\$ 4,000.00	\$ 144,000.00	\$ 204,000.00	\$60,000.00
64	12	1.00	11.00	EA	8" CUTTING-IN SLEEVE, VALVE AND VALVE BOX (SANDUSKY)	\$ 4,500.00	\$ 54,000.00	\$ 4,500.00	-\$49,500.00
66	14,625	3,131.00	11494.00	FT	TEMPORARY BY PASS COMPLETE WITH JOINTS AND FITTINGS	\$ 1.00	\$ 14,625.00	\$ 3,131.00	-\$11,494.00
67	6	0.00	6.00	FT	10" STEEL PIPE ENCASEMENT, OPEN CUT (SANDUSKY)	\$ 1,000.00	\$ 6,000.00	\$ -	-\$6,000.00
68	14	57.00	-43.00	EA	VALVE BOX ADJUSTED TO GRADE (SANDUSKY)	\$ 800.00	\$ 11,200.00	\$ 45,600.00	\$34,400.00
69	3	4.00	-1.00	EA	8" INSERTING VALVE (SANDUSKY)	\$ 12,000.00	\$ 36,000.00	\$ 48,000.00	\$12,000.00
71	20	0.00	20.00	EA	RETAP AND RECONNECTION 3/4" WATER SERVICE CONNECTION, SHORT SIDE COMPLETE (SANDUSKY)	\$ 1,800.00	\$ 36,000.00	\$ -	-\$36,000.00
72	1	0.00	1.00	EA	RETAP AND RECONNECTION 3/4" WATER SERVICE CONNECTION, LONG SIDE COMPLETE (SANDUSKY)	\$ 2,800.00	\$ 2,800.00	\$ -	-\$2,800.00
73	7	27.00	-20.00	EA	RETAP AND RECONNECTION 1" WATER SERVICE CONNECTION, SHORT SIDE COMPLETE (SANDUSKY)	\$ 1,800.00	\$ 12,600.00	\$ 48,600.00	\$36,000.00

74	4	7.00	-3.00	EA	RETAP AND RECONNECTION 1" WATER SERVICE CONNECTION, LONG SIDE COMPLETE (SANDUSKY)	\$ 2,800.00	\$ 11,200.00	\$ 19,600.00	\$8,400.00
75	2	1.00	1.00	EA	RETAP AND RECONNECTION 1.5" WATER SERVICE CONNECTION, SHORT SIDE COMPLETE (SANDUSKY)	\$ 2,200.00	\$ 4,400.00	\$ 2,200.00	-\$2,200.00
77	3	4.00	-1.00	EA	RETAP AND RECONNECTION 2" WATER SERVICE CONNECTION, SHORT SIDE COMPLETE (SANDUSKY)	\$ 2,500.00	\$ 7,500.00	\$ 10,000.00	\$2,500.00
79	4	0.00	4.00	EA	RETAP AND RECONNECTION UNKNOWN SIZE WATER SERVICE CONNECTION, LONG SIDE COMPLETE (SANDUSKY)	\$ 2,800.00	\$ 11,200.00	\$ -	-\$11,200.00
81	14	8.00	6.00	EA	WATER WORK, MISC.: WATER MANHOLE ADJUSTED TO GRADE (SANDUSKY)	\$ 2,000.00	\$ 28,000.00	\$ 16,000.00	-\$12,000.00
82	14	24.00	-10.00	EA	WATER WORK, MISC.: WATER MANHOLE REMOVED (SANDUSKY)	\$ 500.00	\$ 7,000.00	\$ 12,000.00	\$5,000.00
84	12	16.00	-4.00	EA	POTHOLING	\$ 750.00	\$ 9,000.00	\$ 12,000.00	\$3,000.00
85	46	0.00	46.00	EA	POUR THROUGH PITCHER TYPE FILTER	\$ 50.00	\$ 2,300.00	\$ -	-\$2,300.00
86	10	8.00	2.00	EA	CHLORINATION PIT	\$ 500.00	\$ 5,000.00	\$ 4,000.00	-\$1,000.00
87	234	0.00	234.00	FT	FROSTPROOFING	\$ 10.00	\$ 2,340.00	\$ -	-\$2,340.00
88	18	15.00	3.00	EA	MANHOLE ADJUSTED TO GRADE, AS PER PLAN (SANITARY)	\$ 1,200.00	\$ 21,600.00	\$ 18,000.00	-\$3,600.00
89	6	0.00	6.00	EA	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN (SANITARY)	\$ 1,750.00	\$ 10,500.00	\$ -	-\$10,500.00
90	0	0.35	-0.34	MILE	EDGE LINE, 4"	\$ 10,000.00	\$ 100.00	\$ 3,500.00	\$3,400.00
91	2	1.80	0.13	MILE	LANE LINE, 4"	\$ 2,000.00	\$ 3,860.00	\$ 3,591.80	-\$268.20
92	2	2.19	-0.14	MILE	CENTER LINE	\$ 6,000.00	\$ 12,300.00	\$ 13,162.80	\$862.80
93	761	823.00	-62.00	FT	CHANNELIZING LINE, 8"	\$ 3.00	\$ 2,283.00	\$ 2,469.00	\$186.00
94	278	327.00	-49.00	FT	STOP LINE	\$ 10.00	\$ 2,780.00	\$ 3,270.00	\$490.00
95	1,514	1,681.00	-167.00	FT	CROSSWALK LINE, 12"	\$ 6.00	\$ 9,084.00	\$ 10,086.00	\$1,002.00
96	834	906.00	-72.00	FT	TRANSVERSE/DIAGONAL LINE	\$ 10.00	\$ 8,340.00	\$ 9,060.00	\$720.00
97	98	40.00	58.00	SF	ISLAND MARKING	\$ 8.00	\$ 784.00	\$ 320.00	-\$464.00
99	40	41.00	-1.00	EA	LANE ARROW	\$ 125.00	\$ 5,000.00	\$ 5,125.00	\$125.00
100	500	0.00	500.00	FT	REMOVAL OF PAVEMENT MARKING	\$ 15.00	\$ 7,500.00	\$ -	-\$7,500.00
101	40	0.00	40.00	EA	REMOVAL OF PAVEMENT MARKING	\$ 150.00	\$ 6,000.00	\$ -	-\$6,000.00
102	1	0.00	0.50	MILE	REMOVAL OF PAVEMENT MARKING	\$ 6,000.00	\$ 3,000.00	\$ -	-\$3,000.00
103	100	0.00	100.00	HOUR	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	\$ 90.00	\$ 9,000.00	\$ -	-\$9,000.00
104	50	53.00	-3.00	CY	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC	\$ 200.00	\$ 10,000.00	\$ 10,600.00	\$600.00
105	4	0.00	3.86	MILE	WORK ZONE LANE LINE, CLASS I, 4", 642 PAINT	\$ 650.00	\$ 2,509.00	\$ -	-\$2,509.00
106	2	0.75	1.18	MILE	WORK ZONE LANE LINE, CLASS III, 4", 642 PAINT	\$ 650.00	\$ 1,254.50	\$ 487.50	-\$767.00
106	4	0.17	3.95	MILE	WORK ZONE CENTER LINE, CLASS I, 642 PAINT	\$ 975.00	\$ 4,017.00	\$ 165.75	-\$3,851.25
107	2	0.69	1.37	MILE	WORK ZONE CENTER LINE, CLASS III, 642 PAINT	\$ 975.00	\$ 2,008.50	\$ 672.75	-\$1,335.75
107	1,522	125.00	1397.00	FT	WORK ZONE CHANNELIZING LINE, CLASS I, 8", 642 PAINT	\$ 2.00	\$ 3,044.00	\$ 250.00	-\$2,794.00

108	761	350.00	411.00	FT	WORK ZONE CHANNELIZING LINE, CLASS III, 8", 642 PAINT	\$ 2.00	\$ 1,522.00	\$ 700.00	-\$822.00
108	610	0.00	610.00	FT	WORK ZONE STOP LINE, CLASS I, 642 PAINT	\$ 6.00	\$ 3,660.00	\$ -	-\$3,660.00
109	305	0.00	305.00	FT	WORK ZONE STOP LINE, CLASS III, 642 PAINT	\$ 6.00	\$ 1,830.00	\$ -	-\$1,830.00
116	1	1.00	0.00	LS	CONTINGENCY	\$ 225,250.67	\$ 225,250.67	\$ 233,243.01	\$7,992.34
Part B -52ND STREET									\$0.00
117	419	765.77	-346.77	SY	PAVEMENT REMOVED (APRONS)	\$ 30.00	\$ 12,570.00	\$ 22,973.10	\$10,403.10
118	1,921	6,185.99	-4,264.99	SF	WALK REMOVED, AS PER PLAN	\$ 4.00	\$ 7,684.00	\$ 24,743.96	\$17,059.96
119	16	83.80	-67.80	FT	CURB AND GUTTER REMOVED, AS PER PLAN	\$ 10.00	\$ 160.00	\$ 838.00	\$678.00
120	994	19.00	975.00	FT	PIPE REMOVED, 24" AND UNDER	\$ 5.00	\$ 4,970.00	\$ 95.00	-\$4,875.00
121	20	10.00	10.00	STA	LINEAR GRADING, AS PER PLAN	\$ 100.00	\$ 2,000.00	\$ 1,000.00	-\$1,000.00
122	20	10.00	10.00	STA	PREPARING SUBGRADE FOR SHOULDER PAVING, AS PER PLAN	\$ 100.00	\$ 2,000.00	\$ 1,000.00	-\$1,000.00
123	1,251	5,126.49	-3,875.49	SF	4" CONCRETE WALK, AS PER PLAN	\$ 7.00	\$ 8,757.00	\$ 35,885.43	\$27,128.43
124	670	1,059.50	-389.50	SF	6" CONCRETE WALK, AS PER PLAN	\$ 8.00	\$ 5,360.00	\$ 8,476.00	\$3,116.00
126	6	144.00	-138.00	CY	TOPSOIL	\$ 40.00	\$ 240.00	\$ 5,760.00	\$5,520.00
127	50	600.00	-550.00	SY	SEEDING AND MULCHING, AS PER PLAN	\$ 10.00	\$ 500.00	\$ 6,000.00	\$5,500.00
133	25	14.50	10.50	FT	6" CONDUIT, TYPE B	\$ 100.00	\$ 2,500.00	\$ 1,450.00	-\$1,050.00
134	30	0.00	30.00	FT	12" CONDUIT, TYPE B	\$ 120.00	\$ 3,600.00	\$ -	-\$3,600.00
135	2	4.00	-2.00	EA	CATCH BASIN, NO. 2-2B, AS PER PLAN	\$ 2,800.00	\$ 5,600.00	\$ 11,200.00	\$5,600.00
136	4	0.00	4.00	EA	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	\$ 1,500.00	\$ 6,000.00	\$ -	-\$6,000.00
137	3	0.00	3.00	EA	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	\$ 1,750.00	\$ 5,250.00	\$ -	-\$5,250.00
139	250	0.00	250.00	SY	PARTIAL DEPTH PAVEMENT REPAIR (441), AS PER PLAN	\$ 55.00	\$ 13,750.00	\$ -	-\$13,750.00
140	58	12.36	45.64	SY	FULL DEPTH RIGID PAVEMENT REMOVAL AND FLEXIBLE REPLACEMENT, AS PER PLAN	\$ 150.00	\$ 8,700.00	\$ 1,854.00	-\$6,846.00
141	250	22.00	228.00	SY	PAVEMENT REPAIR, AS PER PLAN	\$ 100.00	\$ 25,000.00	\$ 2,200.00	-\$22,800.00
142	538	90.00	448.00	SY	PAVEMENT REPAIR, MISC.: PAVEMENT TRENCH REPAIR	\$ 63.00	\$ 33,894.00	\$ 5,670.00	-\$28,224.00
143	3,057	3,093.00	-36.00	SY	PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN (T=2.5")	\$ 4.00	\$ 12,228.00	\$ 12,372.00	\$144.00
144	40	0.00	40.00	CY	AGGREGATE BASE, AS PER PLAN (FOR PAVEMENT REPAIR)	\$ 50.00	\$ 2,000.00	\$ -	-\$2,000.00
145	441	183.96	257.04	GAL	NON-TRACKING TACK COAT	\$ 3.00	\$ 1,323.00	\$ 551.88	-\$771.12
146	309	0.00	309.00	GAL	PRIME COAT, AS PER PLAN	\$ 6.00	\$ 1,854.00	\$ -	-\$1,854.00
147	145	126.73	18.27	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), AS PER PLAN (PG64-22)	\$ 225.00	\$ 32,625.00	\$ 28,514.25	-\$4,110.75
148	93	86.09	6.91	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), AS PER PLAN (PG64-22)	\$ 223.00	\$ 20,739.00	\$ 19,198.07	-\$1,540.93
149	409	505.84	-96.84	SY	6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS, AS PER PLAN	\$ 70.00	\$ 28,630.00	\$ 35,408.80	\$6,778.80
150	239	259.93	-20.93	SY	8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS, AS PER PLAN	\$ 80.00	\$ 19,120.00	\$ 20,794.40	\$1,674.40
152	16	12.00	4.00	FT	COMBINATION CURB AND GUTTER, TYPE 2, AS PER PLAN	\$ 40.00	\$ 640.00	\$ 480.00	-\$160.00
153	31	71.80	-40.80	FT	CURB, TYPE 6, AS PER PLAN	\$ 35.00	\$ 1,085.00	\$ 2,513.00	\$1,428.00
154	132	66.00	66.00	SY	COMPACTED AGGREGATE	\$ 25.00	\$ 3,300.00	\$ 1,650.00	-\$1,650.00
156	993	1,062.00	-69.00	FT	8" WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C900, DR18 (SANDUSKY)	\$ 130.00	\$ 129,090.00	\$ 138,060.00	\$8,970.00
159	2530	0.00	2,530.00	FT	TEMPORARY BY PASS COMPLETE WITH JOINTS AND FITTINGS (SANDUSKY)	\$ 1.00	\$ 2,530.00	\$ -	-\$2,530.00

162	7	0.00	7.00	EA	RETAP AND RECONNECTION 3/4" WATER SERVICE CONNECTION, LONG SIDE COMPLETE (SANDUSKY)	\$ 2,800.00	\$ 19,600.00	\$ -	-\$19,600.00
163	2	9.00	-7.00	EA	RETAP AND RECONNECTION 1" WATER SERVICE CONNECTION, LONG SIDE COMPLETE (SANDUSKY)	\$ 2,800.00	\$ 5,600.00	\$ 25,200.00	\$19,600.00
166	20	0.00	20.00	EA	POUR THROUGH PITCHER TYPE FILTER	\$ 50.00	\$ 1,000.00	\$ -	-\$1,000.00
167	2	1.00	1.00	EA	CHLORINATION PIT	\$ 500.00	\$ 1,000.00	\$ 500.00	-\$500.00
168	4	2.00	2.00	EA	MANHOLE ADJUSTED TO GRADE, AS PER PLAN (SANITARY)	\$ 1,200.00	\$ 4,800.00	\$ 2,400.00	-\$2,400.00
169	2	0.00	2.00	EA	MANHOLE RECONSTRCTED TO GRADE, AS PER PLAN (SANITARY)	\$ 1,750.00	\$ 3,500.00	\$ -	-\$3,500.00
170	0	0.17	-0.15	MILE	CENTER LINE	\$ 6,000.00	\$ 120.00	\$ 1,020.00	\$900.00
171	27	0.00	27.00	FT	STOP LINE	\$ 10.00	\$ 270.00	\$ -	-\$270.00
172	268	0.00	268.00	FT	CROSSWALK LINE, 12"	\$ 6.00	\$ 1,608.00	\$ -	-\$1,608.00
177	1	0.00	1.00	LS	CONTINGENCY	\$ 25,119.68	\$ 25,119.68	\$ -	-\$25,119.68
									\$1,500.01
OWDA 6					Pavement Repair Approved on CO 1 - Adjusting Final Qty (40/41/43)				\$ (270,395.50)

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

Total Difference

\$221,279.37

Accepted:  Date: December 19th, 2023

Accepted: _____ Date: _____, 2023

Original After CO1 Contract Price = \$ 6,053,620.36
Contract Price after CO2 = \$ 6,274,899.73
% Increase = 3.7%
Original Budget/Estimate = \$ 5,411,227.34
% Increase = 16.0%

CERTIFICATE OF FUNDS

In the Matter of: Perkins Ave Change Order #2 & Final

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 #431-6211-55990, 612-6211-55990

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 12/22/23

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE SECOND AND FINAL CHANGE ORDER FOR WORK PERFORMED BY SPEER BROS., INC. OF SANDUSKY, OHIO, FOR THE PERKINS AVENUE WATERLINE AND RESURFACING PROJECT IN THE AMOUNT OF \$221,279.37; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Perkins Avenue Waterline and Resurfacing Project will provide for the replacement of the waterline with a new, larger size line, allowing better flows and water quality in the immediate and adjacent areas, fire hydrants, service lines and water meters, limited sidewalks, driveway aprons, catch basins, asphalt resurfacing, ADA ramps, and curbing on Perkins Avenue beginning at Anita Avenue and ending at the Mills Creek bridge, just west of the old YMCA, for a total length of nearly two (2) miles and additionally includes 52nd Street; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with GPD Group of Cleveland, Ohio, for the Perkins Avenue Waterline and Resurfacing Project by Ordinance No. 21-078, passed on May 24, 2021; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Perkins Avenue Waterline and Resurfacing Project by Resolution No. 050-22R, passed on September 12, 2022; and

WHEREAS, the City Commission approved the awarding of the contract to Speer Bros., Inc. of Sandusky, Ohio, for work to be performed for the Perkins Avenue Waterline and Resurfacing Project by Ordinance No. 22-208, passed on October 24, 2022; and

WHEREAS, the City Commission approved a Cooperative Agreement with the Ohio Water Development Authority (OWDA) to finance the cost of construction for the storm sewer, sanitary and water, as part of the Perkins Avenue Waterline and Resurfacing Project by Ordinance No. 22-209, passed on October 24, 2022; and

WHEREAS, this City Commission authorized the acceptance of grant funds in the amount of \$2.5 Million from the Ohio Department of Development through the Water and Wastewater Infrastructure Grant Program by Ordinance No. 23-216, passed on November 13, 2023; and

WHEREAS, this City Commission approved the First Change Order reflecting changes in quantities of pavement repair and full depth concrete pavement removal, and additional work for State Route 4 and Perkins Avenue 30" transmission waterline repair and for Columbus Avenue 16" waterline repair and railroad tie removal in the amount of \$642,393.02 by Ordinance No. 23-217, passed on November 13, 2023; and

WHEREAS, this Second and Final Change Order reflects three (3) increases due to the poor condition of the infrastructure as well as the roadway / trench repairs around the infrastructure and additional work on sewer lines and catch basin replacement and sidewalk and curbing; and

WHEREAS, the current contract with Speer Bros., Inc. of Sandusky, Ohio, is \$6,053,620.36, and with the addition of this Second and Final Change Order in the amount of \$221,279.37, the final contract cost is \$6,274,899.73 and will be paid as follows:

	Original	Change Order 1	Change Order 2	Final
OWDA Loan - Water	\$ 3,807,537.15	\$ (1,367,859.59)		\$ 2,439,677.56
OWDA Loan - Storm/Sewer	\$ 518,547.30	\$ 270,395.50	\$ 221,279.37	\$ 1,010,222.17
OPWC Loan	\$ 145,049.00	\$ (145,049.00)	\$ -	\$ -
OPWC Grant	\$ 325,000.00	\$ -	\$ -	\$ 325,000.00
Issue 8	\$ 615,093.89	\$ (615,093.89)	\$ -	\$ -
ODOD Grant	\$ -	\$ 2,500,000.00	\$ -	\$ 2,500,000.00
	\$ 5,411,227.34	\$ 642,393.02	\$ 221,279.37	\$ 6,274,899.73

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for prompt payment of approved work to the contractor for work already performed and items already installed in the field; 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 Second and Final Change Order for work performed for the Perkins Avenue Waterline and Resurfacing Project in an amount **not to exceed** Two Hundred Twenty-One Thousand Two Hundred Seventy-Nine and 37/100 Dollars (\$221,279.37) resulting in a final contract cost of Six Million Two Hundred Seventy-Four Thousand Eight Hundred Ninety-Nine and 73/100 Dollars (\$6,274,899.73) with Speer Bros., Inc. of Sandusky, Ohio.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

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

Date: December 27, 2023

Subject: Commission Agenda Item – Awarding a Contract to Midwest Tank Management, LLC of Fremont, Ohio for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project

ITEM FOR CONSIDERATION: Requesting legislation awarding a contract to Midwest Tank Management, LLC of Fremont, Ohio for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project

BACKGROUND INFORMATION: Legislation was presented at the February 13, 2023, City Commission meeting requesting permission to accept bids on the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System project. (Resolution No. 007-23R)

Last year Big Island Waterworks (BIWW) staff had preliminary inspections completed on the THM (trihalomethanes) removal systems at both elevated water tanks. THMs occur as a disinfection byproduct of water treatment and levels are regulated by the EPA. Routine inspections are essential to ensure proper operation of the equipment. Each system consists of a 7.5 hp pump, control panel, 3" conduit piping, a spray manifold with nozzles to form a water mist, ventilation unit and an active mixer. Based on the inspection reports, the 3" conduit, manifold systems and nozzles should be replaced along with adding an additional ventilation system to vent the mist from the nozzles. The current conduit and manifold system are made of carbon steel, which is corroding resulting in plugged spray nozzles.

Both elevated water tanks are in need of general maintenance and upgrades to stay compliant with EPA rules and regulations. This work is necessary to keep the tanks in compliance, the delay between request for bidding and time of actual bidding is due to the time taken by the OEPA reviewing plans for the maintenance and repairs. The alternate items bid included ability to remote monitor and control the level within the tank.

The following bid was received on Thursday, December 22, 2023, at a formal bid opening:

Midwest Tank Management, LLC	Base Bid	\$236,000.00
Fremont, Ohio	Alternate 1	\$9,000.00
	Alternate 2	\$14,000.00
	Alternate 3	\$12,500.00

A completion date for the project was set for June 1, 2024, to meet inspection timelines with the OEPA.

BUDGETARY INFORMATION: The construction cost shall not exceed Two Hundred Seventy-One Thousand Five Hundred Dollars (\$271,500.00) and will be paid with Water Funds. This amount is within 10% of the original engineer's estimate of \$250,000.00 in Resolution No. 007-23R. Staff feels the additional award of these

alternate items is prudent for saving staff labor time, reducing electric use for pumping, and increasing worker safety from how staff currently ascertains and regulates the levels in these towers. This will also give staff more accurate and real-time information on the water tower levels.

ACTION REQUESTED: It is recommended that proper legislation be prepared authorizing the City to sign into contract with Midwest Tank Management, LLC of Fremont, Ohio in an amount not to exceed \$271,500 for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter for work to be scheduled to meet the project completion of June 1, 2024.

I concur with this recommendation:

John Orzech
City Manager

Aaron M. Klein
Director of Public Works

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

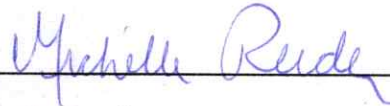
CERTIFICATE OF FUNDS

In the Matter of: Midwest Tank Management- Tank Inspection & THM Removal

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

Account #612-5278-55990

By: _____



Michelle Reeder

Finance Director

Dated: 12/22/23

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MIDWEST TANK MANAGEMENT, LLC OF FREMONT, OHIO, FOR THE FOLLETT STREET AND MILLS STREET ELEVATED WATER TANK INSPECTION & THM REMOVAL SYSTEM PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, last year Big Island Waterworks (BIWW) Staff had preliminary inspections completed on the THM (trihalomethanes) removal systems at both the Follett Street and Mills Street elevated water tanks as routine inspections are essential to ensure proper operation of the equipment; and

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

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

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

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

WHEREAS, the City Commission approved an Agreement for Professional Design Services with Arcadis U.S., Inc. of Toledo, Ohio, for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project by Ordinance No. 23-099 passed on April 24, 2023; and

WHEREAS, upon public competitive bidding as required by law one (1) appropriate bid was received and the bid from Midwest Tank Management, LLC of Fremont, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost of this project, including three (3) Alternate Bids, is \$271,500.00 and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to award the project so work can be scheduled to meet the project completion deadline of June 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 **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 Midwest Tank Management, LLC of Fremont, Ohio, for the Follett Street and Mills Street Elevated Water Tank Inspection & THM Removal System Project, in an amount **not to exceed** Two Hundred Seventy-One Thousand Five Hundred and 00/100 Dollars (\$271,500.00) consistent with the bid submitted by Midwest Tank Management, LLC of Fremont, 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.

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024



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: December 27, 2023

Subject: **Commission Agenda Item – Permission to Bid the ERI Sandusky Meadowood Sidewalk Project, PID 117271**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the ERI Sandusky Meadowood Sidewalk Project, PID 117271.

BACKGROUND INFORMATION: At the February 14, 2022, City Commission meeting approval was granted pursuant to Resolution No. 008-22R, to apply for funding and sign into agreement if funds made available by the National Transportation Act for Local Planning Authorities (LPA's) through the Federal Highway Administration (FHWA) which has designated ODOT as the agency to administer FHWA's Federal Funding programs in the State. Two applications were submitted for consideration (Hancock Elementary School Sidewalk Project and the Meadowood Subdivision Sidewalk Project). The City was notified shortly thereafter of the grant award for the Meadowood Subdivision Sidewalk project. Staff moved forward with execution of LPA agreements and in-house planning and design.

The Meadowood Subdivision Sidewalk project shall consist of extending concrete sidewalks along East Oldgate Road, Heritage Drive, Fox Run Trail, Fallen Timber Drive, Pioneer Trail and Foxborough Circle. Along these streets there are residential lots that have not been developed and do not have sidewalks installed that connect to existing sidewalks. Staff is proposing to fill-in all of the voids and bring curb ramps into compliance with American Disability Act (ADA) standards. When residential lots are purchased and housing constructed, future property owners would be responsible for repair of all sidewalks as needed.

The Engineer's Estimate for the project has been set at \$186,690.45, and a completion date for the project has been set of June 15, 2024. ODOT has completed their review of the project, granting the City approval to move forward with bidding.

BUDGETARY INFORMATION: The engineer's estimate for the construction costs is \$186,690.45, which will be split with ODOT funding 80% (\$149,352.36) of the project and the City covering the remaining 20% with (\$37,338.09) with Capital Projects Funds (Issue 8 Infrastructure).

ACTION REQUESTED: It is recommended that proper legislation be approved accepting bids for the ERI Sandusky Meadowood Sidewalk Project, PID 117271 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for bidding in the first quarter of 2024 to meet ODOT's deadline for contract award of March 11, 2024.

I concur with this recommendation:

John Orzech
City Manager

Aaron Klein
Director

cc: Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED MEADOWOOD SUBDIVISION SIDEWALK 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 proposed Meadowood Subdivision Sidewalk Project will provide for the extension of concrete sidewalks along East Oldgate Road, Heritage Drive, Fox Run Trail, Fallen Timber Drive, Pioneer Trail and Foxborough Circle, including lots that have not been developed and do not have sidewalks installed that connect to existing sidewalks, and includes improvements to curb ramps to be in compliance with American Disability Act (ADA) standards; and

WHEREAS, the City Commission approved the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance for the Meadowood Subdivision Sidewalk Project and, if awarded, approving an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation by Resolution No. 008-22R, passed on February 14, 2022; and

WHEREAS, the estimated construction cost of the project is \$186,690.45 of which \$149,352.36 (80%) will be paid with grant funds from the Ohio Department of Transportation and the remaining \$37,338.09 (20%) will be paid with Capital Projects 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 to allow for bidding in the first quarter of 2024 to meet ODOT's deadline of March 11, 2024 for contract award; 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 Meadowood Subdivision Sidewalk Project (PID #117271), 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 Meadowood Subdivision Sidewalk 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 Meadowood Subdivision Sidewalk 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.

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024



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
Engineering Services, Department of Public Works

Jason Werling, Recreation Superintendent
Parks & Recreation Division, Department of Community Development

Date: December 27, 2023

Subject: Commission Agenda Item – Change Order 1 & Final for the 2023 Jaycee and Washington Park Concrete Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order 1 and Final for the 2023 Jaycee and Washington Park Concrete Project.

BACKGROUND INFORMATION: Legislation was passed at the October 29, 2023, City Commission meeting awarding a construction contract for the 2023 Jaycee and Washington Park Concrete Project to RMH Concrete & Foundations, Inc. of Collins, OH, pursuant to Ordinance 23-202 in the amount of \$44,048.20. Project consisting of the installation of a new oversized checkerboard and seating in Washington Park and installation of new walkways and foundation for a new shade structure at Jaycee Park.

At Jaycee Park, once excavation started on the footers for the shade structure bedrock was hit, causing additional time and equipment to perform the work, this was an unknown on the project as there were no records showing bedrock in this area. In addition, additional topsoil and seeding was needed in areas around the walkway to meet grade and not create a drop off. Additional work was performed on this contract with the installation of a new flagpole base and then repairs to the Jackson Street Pier Historical Marker, that involved replacement of the base and sidewalk abutting it.

BUDGETARY INFORMATION: The original contract with RMH Concrete & Foundations, Inc. of Collins, OH, was \$44,048.20, Change Order 1 & Final is an increase of \$14,498.81, making the final cost of the project \$58,547.01 of which \$30,176.20 will be paid with funds donated from the Randolph J. & Estelle M. Dorn Foundation designated for the Sandusky Neighborhood Initiative, \$9,872.00 will be paid with funds donated from the Mylander Foundation, and \$4,000.00 will be paid with Friends of the Sandusky Greenhouse Funds donated from the Michelle Wightman and Karrie Wieber Charitable Foundation and the additional \$14,498.81 will be paid with Issue 8 funds from the Capital Projects Fund.

ACTION REQUESTED: It is recommended that proper legislation be prepared for Change Order 1 & Final for the 2023 Jaycee and Washington Park Concrete Project, increasing the contract by \$14,498.81, with a final contract cost of \$58,547.01 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 make payment to the contractor for work already performed and items already installed in the field and to allow final project closeout.

I concur with this recommendation:

John Orzech
City Manager

Aaron Klein
Director

Colleen Gilson
Director

cc: Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CITY OF SANDUSKY, OHIO
DEPARTMENT OF PUBLIC WORKS

Project: 2023 Jaycee & Washington Park Concrete Project
Construction Work Order No.: 1 & Final

CONTRACT: 3020
ORDINANCE NO. 23-202

Contractor: RMH Concrete & Foundations, Inc.
4433 West Collins Rd
Collins, OH 44826

STREET OR LOCATON OF WORK: Jaycee Park and Washington Park, Sandusky, OH

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
Part A: Jaycee Park										
1	608 A	1877	1809.6	-67.40	SF	4" CONCRETE SIDEWALK INCLUDES EXCAVATION & STONE	\$ 7.10	\$ 13,326.70	\$12,848.16	-\$478.54
2	608 B	625	676.00	51.00	SF	6" CONCRETE PAD (under shelter) INCLUDES EXCAVATION & STONE	\$ 8.70	\$ 5,437.50	\$ 5,881.20	\$ 443.70
3	SPEC. 1	4	4.00	0.00	EA	CONCRETE FOUNDATION FOOTERS (2' dia. X 76" high), ANCHOR BOLTS SUPPLIED BY CITY.	\$ 1,300.00	\$ 5,200.00	\$ 5,200.00	\$ -
4	653	4	30.00	26.00	CY	TOPSOIL FURNISHED AND PLACED	\$ 195.00	\$ 780.00	\$ 5,850.00	\$ 5,070.00
5	659	36	281.00	245.00	SY	SEEDING AND MULCHING-CLASS 1 LAWN MIXTURE	\$ 12.00	\$ 432.00	\$ 3,372.00	\$ 2,940.00
6	624	1	1.00	0.00	LS	MOBILIZATION	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -
7	SPEC. 2	1			LS	CONTINGENCY	\$ 2,000.00	\$ 2,000.00		\$ (2,000.00)
		0	1.00		LS	Flagpole Base Installation	-	\$ -	\$ 1,500.00	\$ 1,500.00
		0	1.00		LS	Additional Rock Excavation	-	\$ -	\$ 2,614.83	\$ 2,614.83
Part B: Washington Park										
8	608 C	637	633.40	-3.60	SF	4" CONCRETE CHECKERBOARD SLAB INCLUDES EXCAVATION & STONE	\$ 12.00	\$ 7,644.00	\$ 7,600.80	\$ (43.20)
9	608 D	163	189.48	26.48	SF	4" CONCRETE SIDEWALK INCLUDES EXCAVATION & STONE	\$ 8.00	\$ 1,304.00	\$ 1,515.84	\$ 211.84
10	653	4	5.00	1.00	CY	TOPSOIL FURNISHED AND PLACED	\$ 195.00	\$ 780.00	\$ 975.00	\$ 195.00
11	659	12	41.00	29.00	SY	SEEDING AND MULCHING-CLASS 1 LAWN MIXTURE	\$ 12.00	\$ 144.00	\$ 492.00	\$ 348.00
12	624	1	1.00	0.00	LS	MOBILIZATION	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -
13	SPEC. 2	1			LS	CONTINGENCY	\$ 1,000.00	\$ 1,000.00	\$ -	\$ (1,000.00)
		0	319.50		SF	Jackson Street Pier Sidewalk Walk Repair	\$ 11.65		\$ 3,722.18	\$ 3,722.18
		0	1.00		LS	Jackson Street Pier Historical Marker Foundation			\$ 975.00	\$ 975.00
							Total Difference			
							\$ 14,498.81			

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

Accepted:  Date: December 20, 2023

Contractor

Original Contract Price = \$ 44,048.20
Contract Price after CO1 = \$ 58,547.01
% Increase = 32.9%
Original Budget/Estimate = \$ 44,048.20
% Increase = 32.9%

Accepted: _____ Date: _____, 2023
Project Manager

CERTIFICATE OF FUNDS

In the Matter of: RMH Concrete & Foundations-Jaycee & Washington Park projects

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

Account #431-6201-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 1/2/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY RMH CONCRETE & FOUNDATIONS, INC. OF COLLINS, OHIO, FOR THE 2023 JAYCEE AND WASHINGTON PARK CONCRETE PROJECT IN THE AMOUNT OF \$14,498.81; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the 2023 Jaycee and Washinton Park Concrete Project involved the addition of a walkway and concrete slab, to be used as the foundation under a 20' x 20' shelter, at Jaycee Park just south of the parking lot off Wayne Street and the addition of an oversized concrete chess board, approximately 32' x 20', and walkway at the northwest quadrant of West Washington Park; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed 2023 Jaycee and Washington Park Concrete Project by Resolution No. 037-23R, passed on August 28, 2023; and

WHEREAS, the City Commission approved the awarding of the contract to RMH Concrete & Foundations, Inc. of Collins, Ohio, for work to be performed for the 2023 Jaycee and Washinton Park Concrete Project by Ordinance No. 23-202, passed on October 9, 2023; and

WHEREAS, this First & Final Change Order reflects additional work required for the foundation at Jaycee Park after hitting bedrock, including additional topsoil and seeding, and the addition of new work for the installation of a flagpole base at Jaycee Park and repairs to the Historical Marker and abutting sidewalk at the Jackson Street Pier; and

WHEREAS, the original contract with RMH Concrete & Foundations, Inc. was \$44,048.20, and with the addition of this First & Final Change Order in the amount of \$14,498.81, the final contract cost is \$58,547.01 of which \$30,176.20 will be paid with funds donated from the Randolph J. & Estelle M. Dorn Foundation designated for the Sandusky Neighborhood Initiative, \$9,872.00 will be paid with funds donated from the Mylander Foundation, \$4,000.00 will be paid with Friends of the Sandusky Greenhouse Funds donated from the Michelle Wightman and Karrie Wieber Charitable Foundation, and the change order amount of \$14,498.81 will be paid with Capital Project Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment to the contractor 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 and Division of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the 2023 Jaycee and Washinton Park Concrete Project in an amount **not to exceed** Fourteen Thousand Four Hundred Ninety-Eight and 81/100 Dollars (\$14,498.81) resulting in the final contract cost of Fifty-Eight Thousand Five Hundred Forty-Seven and 01/100 Dollars (\$58,547.01) with RMH Concrete & Fondations, Inc. of Collins, Ohio.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024



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
Engineering Services, Department of Public Works

Jason Werling, Recreation Superintendent
Parks & Recreation Division, Department of Community Development

Date: January 2, 2024

Subject: Commission Agenda Item – Award a Contract to Specialized Pipe Technologies of Mansfield, Ohio for the 2024 Boy with the Boot, Cast Iron Pipe Lining

ITEM FOR CONSIDERATION: Requesting legislation awarding a contract to Specialized Pipe Technologies of Mansfield, Ohio for the 2024 Boy with the Boot, Cast Iron Pipe Lining project.

BACKGROUND INFORMATION: Legislation was presented at the November 27, 2023, City Commission meeting requesting permission to accept bids on the 2024 Boy with the Boot, Cast Iron Pipe Lining project. (Resolution No. 053-23R)

Due to apparent leaking issue with the drainpipe on the recirculating pump piping, City staff has prepared specifications for lining approximately 60' of cast iron pipe that runs to the recirculating pump and punch out connection points to regain positive flow. The work has an Engineer's Estimate of \$18,075.00.

The following bid was received on Thursday, December 21, 2023, at a formal bid opening:

Specialized Pipe Technologies	\$12,250.00
Mansfield, Ohio	100% Bid Bond

A completion date set of May 1, 2024 to assure operation of the fountain is back in service during early Spring.

BUDGETARY INFORMATION: The construction cost shall not exceed \$12,250.00 and shall be paid for with Parks & Recreation funds made available through the Mylander Foundation.

ACTION REQUESTED: It is recommended that proper legislation be prepared authorizing the City to into contract with Specialized Pipe Technologies of Mansfield, Ohio for the 2024 Boy with the Boot, Cast Iron Pipe Lining in an amount not to exceed \$12,250.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for

materials to be ordered immediately after approval and coordination of the work to take place prior to the completion date of May 1, 2024.

I concur with this recommendation:

John Orzech
City Manager

Aaron Klein
Director of Public Works

Colleen Gilson
Director of Community Development

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Boy with the Boot fountain Repairs

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 #431-3440-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 12/22/23

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SPECIALIZED PIPE TECHNOLOGIES OF MANSFIELD, OHIO, FOR THE BOY WITH THE BOOT, CAST IRON PIPE LINING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in the Spring of 2023 it was discovered that water was being lost in the Boy with the Boot fountain and through a process of elimination by testing all drainpipes and plumbing fittings to the fountain, realized the water loss was occurring in the circulating pump cast iron drainpipes; and

WHEREAS, the 2024 Boy with the Boot, Cast Iron Pipe Lining Project involves the lining of approximately sixty (60) feet of cast iron pipe that runs to the recirculating pump and punch out connection points which will restore positive flow through the fountain; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Boy with the Boot, Cast Iron Pipe Lining Project by Resolution No. 053-23R, passed on November 27, 2023; and

WHEREAS, upon public competitive bidding as required by law one (1) appropriate bid was received and the bid from Specialized Pipe Technologies of Mansfield, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost of this project is \$12,250.00 and will be paid with Parks & Recreation Funds donated by the Mylander Foundation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for materials to be immediately ordered and the project to be completed by the deadline of May 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 **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 Specialized Pipe Technologies of Mansfield, Ohio, for the 2024 Boy with the Boot, Cast Iron Pipe Lining Project, in an amount **not to exceed** Twelve Thousand Two Hundred Fifty and 00/100 Dollars (\$12,250.00) consistent with the bid submitted by Specialized Pipe Technologies of Mansfield, 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.

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024



PARKS & RECREATION

1918 Mills Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

TO: John Orzech, City Manager

FROM: Jason Werling, Recreation Superintendent

DATE: December 21, 2023

Subject: Commission Agenda Item – Entertainment Partner Agreement with Advantage Entertainment

ITEMS FOR CONSIDERATION: Legislation approving an agreement with Advantage Entertainment, LLC, of Sandusky, Ohio, for entertainment logistics and production for the Total Eclipse of Sundusky Festival in April of 2024.

BACKGROUND INFORMATION: Sandusky is located in the path of totality for the solar eclipse, which will travel across North America on April 8, 2024. The City will experience the rare total solar eclipse, starting at 3:12 p.m. with total darkness lasting 3 minutes and 45 seconds. The City is hosting this once-in-a-generation event, Total Eclipse of Sundusky Festival, to be held April 5th through 8th, 2024, on the Jackson Street Pier.

A Request for Qualifications (RFQ) was issued for an Event Producer & Operator for the 2024 Total Eclipse of Sundusky Festival at the Jackson Street Pier in which Advantage Entertainment was the sole entity to submit qualifications. A selection committee evaluated the submittal and based on their strength for producing and proposed subcontracted personnel, vision, availability, and past experience with the Thursday Night Summer Concert Series, determined Advantage Entertainment, LLC, was the most qualified.

Advantage Entertainment, LLC will be managing event planning, producing and operation for the musical entertainment during the event on Saturday, April 6th, though Monday, April 8th.

BUDGETARY IMPACT: The contract will not exceed \$50,000 and will be paid with programming funds from the Capital Projects Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared approving the entertainment partner contract with Advantage Entertainment, for the Total Eclipse of Sundusky Festival. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to allow Advantage Entertainment to immediately begin procuring talent and production vendors for the event to be held April 6-8, 2024.

Approved:

I concur with this recommendation:

Jason Werling, Recreation Superintendent

John Orzech, City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Total Eclipse Event Producer

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 #431-7021-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 12/22/23

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SPECIAL EVENT PRODUCER FOR THE TOTAL ECLIPSE OF SUNDUSKY FESTIVAL TO BE HELD APRIL 5TH THROUGH 8TH, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Sandusky is located in the path of totality for the solar eclipse, which will travel across North America on April 8th, 2024, where viewers will experience the rare total solar eclipse, starting at 3:12 p.m. with total darkness lasting 3 minutes and 45 seconds; and

WHEREAS, the City is hosting the Total Eclipse of Sundusky Festival to be held Friday, April 5th through Monday, April 8th, 2024, at the Jackson Street Pier and will include musical entertainment, headlining acts, a specialty vendor market, science and more; and

WHEREAS, a Request for Qualifications (RFQ) was issued for an Event Producer & Operator for the 2024 Total Eclipse of Sundusky Festival at the Jackson Street Pier in which one (1) submittal was received and evaluated by a selection committee and based upon the company's strength for producing and proposed subcontracted personnel, vision, availability, and past experience with the Thursday Night Summer Concert series, it was determined Advantage Entertainment, LLC, of Sandusky, Ohio, was the most qualified; and

WHEREAS, Advantage Entertainment, LLC, will be providing services to manage event planning, producing and operation for the musical entertainment at the Jackson Street Pier during the event on Saturday, April 6th through Monday, April 8th, 2024, as more fully described in the proposal, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the cost for the services is not to exceed \$50,000.00 and will be paid with programming 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 allow Advantage Entertainment, LLC, to immediately begin procuring talent for the Total Eclipse of Sundusky Festival event from Saturday during the event on April 6th through 8th, 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 Recreation 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 enter into an

Agreement for Special Event Producer with Advantage Entertainment, LLC, of Sandusky, Ohio, for the Total Eclipse of Sundusky Festival during the period of Saturday, April 6th through Monday, April 8th, 2024, at an amount **not to exceed** Fifty Thousand and 00/100 Dollars (\$50,000.00) consistent with the proposal submitted by Advantage Entertainment, LLC, a copy of which is marked Exhibit "A" and attached to this Ordinance.

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

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

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

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024

ADVANTAGE ENTERTAINMENT, LLC

1402 Columbus Ave.

Sandusky, Ohio 44870

440.346.3055

December 18, 2023

Re: Advantage Entertainment / City of Sandusky Special Event / 2024 Total Eclipse of Sandusky Festival

To whom it may concern:

Advantage Entertainment proposes to manage event planning, producing and operation, to undertake the 2024 Total Eclipse of Sandusky Festival.

Scope of Services

- Research, Book, contract and rider agreements and pay for talent
- Contract with, oversee, install, tear down sound, lighting and production related items
- Execute and pay for all artist contract requirements
- Create mutually agreed to rain plan
- Coordinate and pay all mutually agreed to sub-contracted labor
- Obtain and pay for General Liability Insurance coverage (\$1mm) and name city as additionally insured
- Provide Worker's compensation Certificate
- Site Set-up
- Site Clean-up daily.
- Crowd Control barricade set-up, rental and storage
- Alcohol sales are NOT part of the scope of work

Term: This contract term is for one (1) 2024 Total Eclipse of Sandusky Festival. The Contract shall be terminable by the City upon sixty (60) days written notice.

Sound and Lighting: Jackson Street Pier will be equipped with an SL 100 stage and access to power. Advantage shall provide all labor, materials, and sound and lighting equipment sufficient for each musical act.

Advantage shall utilize a sound system that is capable of producing professional sound quality for open-air live music throughout the entire venue without creating excess noise pollution.

Advantage shall provide a supplemental lighting system capable of illuminating the performers sufficient for the attendees to view the performers in light or dark environments from a distance of 150 feet.

All sound and lighting equipment shall be state of the art or a reasonable equivalent, in good condition, and well maintained.

2.2.4 All equipment must be compatible or capable of modification to use the City's existing electrical system onsite. No additional electrical will be added for sound and lighting services.

On each festival day, all equipment will be set-up, ready and able to function no later than 10:30 a.m.

Entertainment

Advantage shall scout, book, manage, and compensate talent to perform at each festival day. Talent must consist of at least one and up to three live musical act(s) and be approved by the City prior to booking.

Advantage shall ensure that all performers are ready, willing, and able to perform on each festival day or shall provide alternate talent of similar quality.

Advantage shall ensure that any hospitality riders are met.

Provider shall compensate each performer in advance and shall provide receipt to the City upon payment.

Event Management.

Advantage shall contract directly with any necessary personnel to produce the event.

Advantage shall coordinate and oversee all aspects of the festival and personnel including any load-in, load-out, crowd management, equipment operation, and other necessary production and staff.

The City shall have staff working in the morning hours on Saturday and Sunday's to check, stock and clean restrooms, as well as, the City has a contract with Republic Services who provides trash pick-up Monday thru Saturday to all park cans and services two dumpsters at the Pier on Monday & Friday. Additional trash service shall be the responsibility of Advantage, as well as, any litter clean-up and placing trash receptacles by road edge to be serviced.

Advantage must clean festival area and Mylander Pavilion of the park at the end of every festival night.

Advantage shall come up with an inclement weather plan to be signed off on by the city that minimizes loss with bands and adequately notifies the public of any cancellations.

Vendors / Alcohols sales.

There are to be no alcohol sales during the festival by Advantage Entertainment llc. Any party used to sell alcohol during the festival must name Advantage Entertainment llc as additionally insured and provide certificate confirming. Any food vendors must name Advantage Entertainment llc as additionally insured.

Cost Overruns.

The proposal accepted by the City of Sandusky will be the maximum amount to be charged paid by the City of Sandusky for the 2024 Eclipse Festival. The City of Sandusky shall not be liable for cost overruns.

Sponsorship.

Advantage Entertainment can sell sponsorship for the festival with a 25% commission.

Payment.

Advantage will receive payment of 50% of project budget at signing and will submit an invoice to include receipts to be within 15 days after the festival.

Medical and Security.

The city is responsible at its discretion to provide police and EMS personnel.

Schedule.

There are to be 7 live performances from April 6, 2024 to April 8, 2024

Projected Budget (Total not to exceed \$50,000)**Compensation.**

Advantage will complete these services for a total of \$50,000.

Advantage appreciates the opportunity to assist the City with this exciting project. If you have any comments, questions or concerns feel free to contact me at 440.346.3055

Respectfully submitted,

Stephen Ernst

Advantage Entertainment, llc



DIVISION OF PARKS & RECREATION

1918 Mills Street
Sandusky, Ohio 44870
419.627.5886
www.cityofsandusky.com

To: John Orzech, City Manager

From: Jason Werling, Recreation Superintendent

Date: December 27, 2023

Subject: Commission Agenda Item – Building & Roof Restoration at the Mills Golf Course Clubhouse Facility located at 1933 Mills Street

ITEM FOR CONSIDERATION: Requesting legislation authorizing the expenditure of funds for building and roof restoration at the Mills Golf Course Clubhouse Facility through a joint purchasing program U.S. Communities (AKA OMNIA Partners) Government Purchasing Alliance, member number 2417304 and using Garland/DBS Inc. Master Intergovernmental Cooperative Purchasing Agreement (MICPA) # PW1925.

BACKGROUND INFORMATION: The Mills Golf Course Clubhouse facility, located at 1933 Mills Street, is in need of masonry repairs and tuck pointing along the foundation of the building, pressure washing and cleaning of the vinyl siding, the shingled roof is in good condition, but work needs done with the flat roof as deficiencies were seen with the rubber coating.

This project will clean, tuck-point areas of eroding and failing mortar along the foundation masonry, wall coatings will be applied to the cement block to make the façade waterproof again and repairs will be made to the flat roof by cleaning the entire surface, perform roof repairs, install new cover strip over damaged roof seams, apply a coat of liquid membrane sealer along edges and seams, with a thick coating of liquid over the entire roof. This contract would include all items and labor items listed on the attached proposal 25-OH-231169.

U.S. Communities (AKA OMNIA Partners) Government Purchasing Alliance is a free government purchasing cooperative with the purchasing power of up to 90,000 public agencies. U.S. Communities offers materials, vehicles, supplies and services. U.S. Communities has been providing government and school procurement resources since 1996 and U.S. Communities is endorsed by both the County Commissioners Association of Ohio and the Ohio Association of School Business Officials. In this instance of using the joint purchasing platform, material and labor will be supplied by the Garland Company of Cleveland, OH through a contract with Atlas Masonry Restoration.

BUDGETARY INFORMATION: Total cost for this repair work is \$23,933.00, which includes materials, delivery, installation, warranties and a contingency, and will be paid from the Capital Projects Fund.

ACTION REQUESTED: It is requested that legislation be approved for the expenditure of funds for the specific building items mentioned herein to Garland/DBS, Inc. of Cleveland, OH, through The U.S. Communities Government Purchasing Alliance; using Garland/DBS Inc. Master Intergovernmental Cooperative Purchasing

Agreement (MICPA) # PW1925 in an amount not to exceed \$23,933.00 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 secure pricing by the deadline of January 12, 2024, and to repair the current damage and prevent further damage to the building.

I concur with this recommendation:

John Orzech
City Manager

Jason Werling
Recreation Superintendent

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Sandusky
Golf Course
1933 Mill St.
Sandusky, OH 44870

Date Submitted: 11/28/2023
Proposal #: 25-OH-231169
MICPA # PW1925

OH General Contractor License #: Not Required

Purchase orders to be made out to: Garland/DBS, Inc.

This proposal price can only be held until January 12th. All materials must be shipped prior to March 29, 2024.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

Building Restoration Needs:

1. Entire Masonry Surface to be thoroughly cleaned with a light to medium high pressure wash.
 - a. Including the vinyl siding.
 2. Utilizing a cleaning and masonry restoration (brighten) agent.
 - a. Products such as Revive or Dietrick 101 to be used.
 3. Existing black, dirt and debris to be removed.
 4. All metal flashing to have new sealant applied. Re-fastened as needed. All dissimilar joints or stone to stone joints to have new sealant applied.
 5. Missing stone along the perimeter to have new stone installed to fill the gaps.
 - a. Match stone as close as possible.
 6. Tuck pointing only on visible areas of deterioration.
 - a. Only tuck pointing visible gaps. Not all damaged mortar to eliminate unneeded costs.
 7. Sealants on all window, doors or remaining existing to be removed and replaced with new.
 - a. Single component urethane sealant to be used.
 8. Apply one saturating application of a clear, non-toning, dam proof, breathable sealer.
- Shingles are in Good Shape: No needs

Flat Roof Needs:

1. Pressure wash the roof clean with medium to high pressure.
 - a. Utilize a cleaning agent such as TSP or Simple Green.
 - b. Remove all black surface carbon from the roof
2. Provide roof repairs over all roof seams and patches.
 - a. Install new black cover strip over damaged roof seams and laps.
3. Apply one coat of a liquid applied membrane – White Knight Plus at 2.0 gallons a square over all seams, laps and flashings.
 - a. Including 12” around the gutter edge.
4. Apply one full thick coating of White Knight Plus at 2.0 gallons a square over the entire roof area.

Garland/DBS Price Based Upon Local Market Competition:

Atlas Masonry Restoration	\$	23,933.00
D's Masonry	\$	27,447.41
Masonry Restoration & Caulking, LLC.	\$	35,168.89
Great Lakes Concrete Restoration	\$	41,761.93

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded.
2. Permits are excluded. If permits are required this will be addressed via change order.
3. Bonds are excluded.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is included to which it obtains to the scope of work.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Joshua Perry

Joshua Perry
Garland/DBS, Inc.
(216) 430-3635

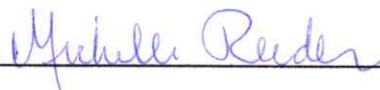
CERTIFICATE OF FUNDS

In the Matter of: US Communities- Building & Roof Restoration Clubhouse

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

Account #431-6503-55990

By: _____



Michelle Reeder

Finance Director

Dated: 12/22/23

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO GARLAND/DBS, INC. OF CLEVELAND, OHIO, THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE BUILDING & ROOF RESTORATION AT THE MILLS GOLF COURSE CLUBHOUSE FACILITY PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky as a member of U.S. Communities Government Purchasing Alliance, a subsidiary of OMNIA Partners, is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Racine County, Wisconsin) who has entered into Master Purchase Agreements with various suppliers; and

WHEREAS, the Mills Golf Course Clubhouse facility, located at 1933 Mills Street, needs masonry repairs and tuck pointing along the foundation of the building, pressure washing and cleaning of the vinyl siding, and work to the flat roof as deficiencies were seen with the rubber coating; and

WHEREAS, the Building & Roof Restoration at the Mills Golf Course Clubhouse Facility Project includes cleaning, tuck-pointing areas of eroding and failing mortar along the foundation masonry, wall coatings to be applied to the cement block to make the façade waterproof again and repairs will be made to the flat roof by cleaning the entire surface, performing roof repairs, installing new cover strip over damaged roof seams, applying a coat of liquid membrane sealer along edges and seams, with a thick coating of liquid over the entire roof; and

WHEREAS, the proposal received from Garland/DBS, Inc. provides for the material and services to be supplied by the Garland/DBS, Inc. through a contract with Atlas Masonry Restoration; and

WHEREAS, the total cost of the project is \$23,933.00, which includes materials, delivery, installation, warranties, and contingencies, and will be paid with Capital Projects 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 approve the expenditure of funds to secure pricing by the deadline of January 12, 2024, and to repair the current damage as soon as possible and prevent further damage to the building; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds to Garland/DBS, Inc., through the U.S. Communities Governmental Purchasing Alliance, a subsidiary of OMNIA Partners, MICPA # PW1925, for the Building & Roof Restoration at the Mills Golf Course Clubhouse Facility Project at an amount **not to exceed** Twenty-Three Thousand Nine Hundred Thirty-Three and 00/100 Dollars (\$23,933.00) consistent with the proposal submitted by Garland/DBS, Inc. of Cleveland, Ohio, currently on file in the office of the Recreation Superintendent.

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.

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024



DIVISION OF PARKS & RECREATION

1918 Mills Street
Sandusky, Ohio 44870
419.627.5886
www.cityofsandusky.com

To: John Orzech, City Manager
From: Jason Werling, Recreation Superintendent
Date: December 27, 2023
Subject: **Commission Agenda Item – Masonry Façade Restoration at the Sandusky Greenhouse Facility located at 601 Franklin Street**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the expenditure of funds for masonry façade restoration at the Sandusky Greenhouse Facility through a joint purchasing program U.S. Communities (AKA OMNIA Partners) Government Purchasing Alliance, member number 2417304 and using Garland/DBS Inc. Master Intergovernmental Cooperative Purchasing Agreement (MICPA) # PW1925.

BACKGROUND INFORMATION: The City Greenhouse facility, located at 601 Franklin Street, houses two buildings on the property, one serves as the main greenhouse facility, storage and offices, and the rear building serves as a storage and work area. Both buildings are in need of masonry repairs and tuck pointing, as there are several locations with separating bricks, missing mortar and separation from window sills. In addition, all painted areas will get cleaned up and repainted with new acrylic paint, joints around six existing roof vents will be released, along with any seals along the greenhouse glass will get new silicone sealant.

This project will clean, tuck-point areas of eroding and failing mortar in the brick façade of the building. Caulk will be replaced in areas where it has weathered and degraded over time and become inflexible, which has torn and separated, allowing water to intrude into the inner walls, causing damage to the building. Lastly, wall coatings will be applied to the cement block to make the façade waterproof again. This contract would include all items and labor items listed on the attached proposal 25-OH-231094.

U.S. Communities (AKA OMNIA Partners) Government Purchasing Alliance is a free government purchasing cooperative with the purchasing power of up to 90,000 public agencies. U.S. Communities offers materials, vehicles, supplies and services. U.S. Communities has been providing government and school procurement resources since 1996 and U.S. Communities is endorsed by both the County Commissioners Association of Ohio and the Ohio Association of School Business Officials. In this instance of using the joint purchasing platform, material and labor will be supplied by the Garland Company of Cleveland, OH through a contract with Great Lakes Construction Restoration.

BUDGETARY INFORMATION: Total cost for this repair work is \$99,251.36, which includes materials, delivery, installation, warranties and a contingency, and will be paid from the Capital Projects Fund.

ACTION REQUESTED: It is requested that legislation be approved for the expenditure of funds for the specific building items mentioned herein to Garland/DBS, Inc. of Cleveland, OH, through The U.S. Communities Government Purchasing Alliance; using Garland/DBS Inc. Master Intergovernmental Cooperative Purchasing Agreement (MICPA) # PW1925 in an amount not to exceed \$99,251.36 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

secure pricing by the deadline of January 12, 2024, and to repair the current damage and prevent further damage to the building.

I concur with this recommendation:

John Orzech
City Manager

Jason Werling
Recreation Superintendent

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Sandusky Public Works
Greenhouse - Masonry Repair/Restoration
601 Franklin St.
Sandusky, OH 44870

Date Submitted: 11/28/2023
Proposal #: 25-OH-231094
MICPA # PW1925
OH General Contractor License #: Not Required

Purchase orders to be made out to: Garland/DBS, Inc.

This proposal price can only be held until January 12th. All materials must be shipped prior to March 29, 2024.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

Masonry Façade Restoration:

1. Entire Masonry Surface to be thoroughly cleaned with a light to medium high pressure wash.
 - a. Include the vertical glass areas as well.
 - i. Glass walls/panels not included.
2. Utilizing a masonry cleaning agent on the brick areas only. To remove the existing efflorescence, dirt, and debris.
3. Broken, split/cracked or damaged glass block to be removed and replaced with new.
4. Tuck pointing to be 100% of the joints on the greenhouse lower brick walls below the glass walls only. The other remaining portions of the building to be 7% tuckpointing.
5. Remove and replace split, broken or damaged brick with new. Approximately 25 brick.
6. Sealants at all control joints, windows, doors or remaining existing to be removed and replaced with new. Install the appropriate backer rod where necessary.
 - a. 500 Ln. Ft. to be figured into your bid.
 - b. Single component urethane sealant to be used. Garland Tuff Stuff MS.

7. Precast sill along the base of the vertical glass above the brick to be repaired and patched.
 - a. A total of 80 square feet to be figured into your bid.
 - b. Tool back to a sound base. Clean and prime any rusted exposed rebar.
 - c. Install a cementous patch/repair. To a smooth continuous surface.
8. Precast Base patch and repair to a smooth surface. Cracks to be tooled back and repaired.
9. Repair all precast cracks with new sealant or removing loose and replacing with new concrete patch repair.
10. Apply one saturating application of a clear, non-toning, dam proof, breathable sealer.
11. Existing painted surfaces to be washed, cleaned then primed with the appropriate surface primer then have two coats of a 100% acrylic paint.
12. 6 vents on the roof on the east side of the greenhouse. Address the joints/seams with new silicone sealants. Existing sealant to be removed or loose scrapped free.
13. All gutter seams above the greenhouse glass to be prepped. Followed with a bead of silicone sealant in the exposed open joint inside the gutter. Also over the screw heads.
 - a. Wash/Rinse the gutter seams before applying new sealants.

Scope of Work: Alternate Bid – Rear Building (standalone brick building behind the greenhouse)

1. Tuckpointing of the building to be 5% of the mortar joints.
2. Approximately 5 brick to be replaced with new.
3. On the west side of the building. Small brick wall dividers to be demoed and removed.
4. All existing sealant to be removed and replaced with new.
5. Patch repair precast where needed on the pillars out front.
6. Pressure wash the entire building. Remove efflorescence, dirt and debris.
 - a. Utilize a cleaning agent to clean the surface.
7. Apply one saturating application of a clear, non-toning, dam proof, breathable sealer. Garland sealapore WB.
8. Existing painted surfaces to be washed, cleaned then primed with the appropriate surface primer then have two coats of a 100% acrylic paint. Color to be white.
 - a. Windows on the back building will not be painted. Just doors on the north and south sides of the building.

Base Bid: Masonry Façade Restoration

Great Lakes Concrete Restoration	\$	71,175.00
Masonry Restoration & Caulking, LLC.	\$	76,883.53
Atlas Masonry Restoration	\$	77,585.57
D's Masonry	\$	84,489.35

Great Lakes Concrete Restoration - Unforeseen Site Conditions:

Brick Removal & Replace - Unit Cost Per Extra	\$	25.08	each
Tuck Point - Sq. Ft. Cost Per Extra	\$	14.67	per Sq. Ft.
Precast Sill (Under Glass Wall - Greenhouse) (80 sq.ft. Included)	\$	41.04	per Sq. Ft.

Alternate: Rear Building (Brick)

Atlas Masonry Restoration	\$ 26,104.00
D's Masonry	\$ 27,404.85
Great Lakes Concrete Restoration	\$ 28,076.36
Masonry Restoration & Caulking, LLC.	\$ 29,816.77

Base Bid & Alternate Combined Proposal Price

Great Lakes Concrete Restoration	\$ 99,251.36
Atlas Masonry Restoration	\$ 103,689.57
Masonry Restoration & Caulking, LLC.	\$ 106,700.30
D's Masonry	\$ 111,894.20

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded.
2. Permits are excluded. If permits are required this will be addressed via change order.
3. Bonds are excluded.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is included to which it obtains to the scope of work.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Joshua Perry

Joshua Perry
Garland/DBS, Inc.
(216) 430-3635

CERTIFICATE OF FUNDS

In the Matter of: US Communities- Masonry Restoration Greenhouse

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

Account #431-6503-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 12/22/23

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO GARLAND/DBS, INC. OF CLEVELAND, OHIO, THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE MASONRY FAÇADE RESTORATION AT THE SANDUSKY GREENHOUSE FACILITY PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky as a member of U.S. Communities Government Purchasing Alliance, a subsidiary of OMNIA Partners, is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Racine County, Wisconsin) who has entered into Master Purchase Agreements with various suppliers; and

WHEREAS, the City Greenhouse facility, located at 601 Franklin Street, houses two buildings on the property, one serves as the main greenhouse facility, storage and offices, and the rear building serves as a storage and work area and both buildings need masonry repairs and tuck pointing, as there are several locations with separating bricks, missing mortar and separation from window sills; and

WHEREAS, the Masonry Façade Restoration at the Sandusky Greenhouse Facility Project includes cleaning, tuck-pointing areas of eroding and failing mortar in the brick façade of the building, replacing caulk in areas where it has weathered and degraded over time and become inflexible, allowing water to intrude into the inner walls, causing damage to the building along with wall coatings to be applied to the cement block to make the façade waterproof; and

WHEREAS, the proposal received from Garland/DBS, Inc. provides for the material and services to be supplied by the Garland/DBS, Inc. through a contract with Great Lakes Construction Restoration; and

WHEREAS, the total cost of the project is \$99,251.36, which includes materials, delivery, installation, warranties, and contingencies, and will be paid with Capital Projects 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 approve the expenditure of funds to secure pricing by the deadline of January 12, 2024, and to repair the current damage as soon as possible and prevent further damage to the building; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds to Garland/DBS, Inc., through the U.S. Communities Governmental Purchasing Alliance, a subsidiary of OMNIA Partners, MICPA # PW1925, for the Masonry Façade Restoration at the Sandusky Greenhouse Facility Project at an amount **not to exceed** Ninety-Nine Thousand Two Hundred Fifty-One and 36/100 Dollars (\$99,251.36) consistent with the proposal submitted by Garland/DBS, Inc. of Cleveland, Ohio, currently on file in the office of the Recreation Superintendent.

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.

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024



DIVISION OF PARKS & RECREATION

1918 Mills Street
Sandusky, Ohio 44870
419.627.5886
www.cityofsandusky.com

To: John Orzech, City Manager
From: Jason Werling, Recreation Superintendent
Date: December 27, 2023
Subject: **Commission Agenda Item – 2024 Mylander Pavilion Pricing**

ITEM FOR CONSIDERATION: City Commission approval of the current fee schedule with changes for the 2024 and beyond rates for the Mylander Pavilion at the Jackson Street Pier.

BACKGROUND INFORMATION: The pricing for the Mylander Pavilion was set in 2020 when the pavilion first opened. Since that time the costs of insurance have increased as well as the volume of rentals. The Public Realm staff are spending a large amount of time setting up, cleaning and tearing down the pavilion in preparation for rentals. The new fees are still in line with similar facilities in the Sandusky area and were reviewed by the Recreation Board at their meeting on December 13, 2023. The pavilion has become a premiere location for weddings, graduation parties, birthday parties, class and family reunions as well as a market location for special events.

BUDGET IMPACT: The current fee schedule will not negatively impact the General Fund. It is the desire that these fees continue to be placed into the General Fund to maintain the needed expenses to operate the facility.

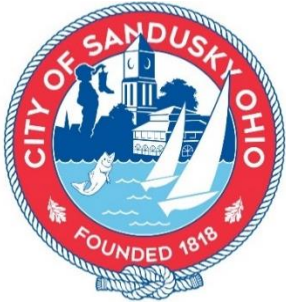
ACTION REQUESTED: It is requested that the City Commission approve the proposed Mylander Pavilion rental fees and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to have the new fee schedule go into effect immediately.

I concur with this recommendation:

John Orzech
City Manager

Jason Werling
Recreation Superintendent

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; Stewart Hastings, Law Director



PARKS & RECREATION

1918 Mills St.
Sandusky, Ohio 44870
419.627.5895
www.cityofsandusky.com

CURRENT PRICING:

4 HOUR MINIMUM; \$300 City Residents, \$75/per additional hour

4 HOUR MINIMUM; \$400 Non Resident, \$100/per additional hour

FULL DAY; \$1,000 City Residents, (8am-10pm)

FULL DAY; \$1,250 Non Resident, (8am-10pm)

\$250 Refundable Security Deposit

\$100 Insurance fee for events w/alcohol

NEW PRICING;

4 HOUR MINIMUM; \$400 City Residents, \$100/per additional hour

4 HOUR MINIMUM; \$500 Non Resident, \$125/per additional hour

FULL DAY; \$1,100 City Residents, (8am-10pm)

FULL DAY; \$1,350 Non Resident, (8am-10pm)

\$250 Refundable Security Deposit

\$100 Insurance fee for events w/alcohol

ORDINANCE NO. _____

AN ORDINANCE APPROVING A NEW FEE SCHEDULE FOR THE MYLANDER PAVILION AT THE JACKSON STREET PIER ESTABLISHED FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Mylander Pavilion located at the Jackson Street Pier was built as part of the Jackson Street Pier renovations and first opened in 2020 to serve the community and be an event space in all seasons and has become a premiere location for weddings, graduation parties, birthday parties, class and family reunions as well as a market location for special events; and

WHEREAS, since 2020, the cost of insurance has increased as well as the volume of rentals which requires Staff to spend large amounts of time setting up, cleaning, and tearing down in preparation for rentals; and

WHEREAS, the proposed new fee schedule is in line with similar facilities in the Sandusky area and was reviewed by the Recreation Board at their meeting on December 13, 2023; 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 approve the proposed fee schedule to become effective immediately; and

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

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

Section 1. This City Commission approves the proposed new fee schedule for the Mylander Pavilion at the Jackson Street Pier established for the Recreation Department to become effective immediately, and that these fees shall be published in the Index of Fees maintained by the Department of Recreation.

Section 2. The City Manager and/or Finance Director is authorized and directed to place funds generated from Mylander Pavilion reservations in the General Fund.

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.

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 8, 2024



DIVISION OF PARKS & RECREATION

1918 Mills Street
Sandusky, Ohio 44870
419.627.5886
www.cityofsandusky.com

To: John Orzech, City Manager

From: Jason Werling, Recreation Superintendent

Date: December 22, 2023

Subject: **Commission Agenda Item – Additional funds allocation for the purchase of Toro Groundsmaster 5910 Mower**

ITEM FOR CONSIDERATION: Legislation amending Ord. No. 22-032 to approve the allocation of additional funds for the purchase of a Toro Groundsmaster 5910 Mower through the Sourcewell cooperative purchasing program Contract No. 031121-TTC for the Grounds Maintenance Division.

BACKGROUND INFORMATION: After an 18-month wait, the above listed mower is now available for a purchase price of \$159,940.32, from Century Equipment of Toledo, OH through the Sourcewell cooperative purchasing program, Contract No. 031121-TTC. The new mower is equipped for increased efficiency and ease of operation. The city had originally allocated \$124,521.50 for the purchase of this mower in 2022 and the commission approved the purchase under Ord. 22-032. An additional amount of \$34,418.82 needs to be allocated to purchase the mower in 2024.

The purchase of the new mower is necessary to replace an existing older Toro Mower, which is beyond its useful life and is getting more difficult to repair due to the age and availability of parts.

BUDGETARY INFORMATION: The additional cost of \$34,418.82 will be paid for using Capital Issue 8 funds. This \$159,940.32 mower purchase will be included in the capital budget for 2024.

ACTION REQUESTED: It is recommended that proper legislation be prepared to amend Ord. No. 22-032 to approve additional funds to purchase a Toro Groundmaster 5910 Mower through the Sourcewell cooperative purchasing program Contract 031121-TTC for Grounds Maintenance Division in an amount not to exceed \$159,940.32 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow as the current lead time for this mower is out six months, pushing delivery between May and July 2024.

I concur with this recommendation:

John Orzech
City Manager

Jason Werling
Recreation Superintendent

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director



Prepared For:	Troy Vaccaro	Quote No:	Q112810
	City of Sandusky	Expires Date:	03/14/2024
	Sandusky, Ohio 44870-4598 United States	Delivery Date:	
		Contract:	Sourcewell
		Payment Terms:	
		Sales Person:	Greg Walter
			gwalter@centuryequip.com
			(330) 321-9016

Summary

Qty	ID	Name	Unit Award	Ext Award
1	31699	Groundsmaster 5910 (T4)	\$150,887.10	\$150,887.10

Configuration Product Details

Qty	ID	Name	Unit Award	Ext Award
1	31699	Groundsmaster 5910 (T4)	\$150,887.10	\$150,887.10

Totals

Equipment Total (Toro – Trades + Allied)	\$150,887.10
Set Up Total	\$4,526.61
Freight Total	\$4,526.61
State Sales Tax	\$0.00
Miscellaneous	\$0.00
Grand Total	\$159,940.32

CERTIFICATE OF FUNDS

In the Matter of: Toro mower

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 #431-6202-54000

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 12/22/23

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 22-032, PASSED ON FEBRUARY 28, 2022; DECLARING A 1999 TORO 580 MOWER AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZED AND DIRECTED THE CITY MANAGER TO PURCHASE A NEW TORO GROUNDSMASTER 5910 ROTARY MOWER FROM CENTURY EQUIPMENT OF TOLEDO, OHIO, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE GROUNDS MAINTENANCE DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, it was determined by the Fleet Maintenance Chief Foreman that the 1999 Toro 580 Mower was no longer fit for use due to its age and availability of parts and was recommending the mower be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale to be deposited in the Issue 8 Capital Fund (Vehicles, Facilities & Equipment Fund); and

WHEREAS, it was recommended to replace the 1999 Toro 580 Mower with a new Toro Groundsmaster 5910 Rotary Mower which was equipped for increased efficiency and ease of operation; and

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

WHEREAS, the City, as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351), desired to purchase a Toro Groundsmaster 5910 Rotary Mower that was competitively bid and made available through the membership from Century Equipment of Toledo, Ohio; and

WHEREAS, the total cost of a new Toro Groundsmaster 5910 Rotary Mower was \$124,521.50 and was approved to be paid with Issue 8 Capital Funds; and

WHEREAS, since February 28, 2022, the Toro Groundsmaster is now available for the City's purchase through Sourcewell Contract 031121-TTC, but the price increased by **\$34,418.82**, to make final cost of the Groundsmaster to be **\$159,940.32**, and this additional money will be paid with Capital Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the new Groundsmaster order to be immediately placed as the current lead time for delivery is approximately six (6) months; 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 Grounds Maintenance Division, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it

is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby amends Ordinance No. 22-032, passed on February 28, 2022, and approves the expenditure of additional funds in the amount of Thirty Four Thousand Four Hundred Eighteen and 82/100 (**\$34,418.82**) for the purchase of one (1) Toro Groundsmaster 5910 through the Sourcewell Cooperative Contract No. 031121-TTC, from Century Equipment of Toledo, Ohio, at a revised amount **not to exceed** One Hundred Fifty Nine Thousand Nine Hundred Forty and 32/100 (**\$159,940.32**).

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