



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
FEBRUARY 26, 2024 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

- INVOCATION
- Ms. Vargo
- PLEDGE OF ALLEGIANCE
- CALL TO ORDER
- R. Koonce, J. Krabill, K. Vargo, D. Waddington, R. Brady, D. Murray, S. Poggiali
- APPROVAL OF MINUTES
- February 12, 2024 Regular Meeting
- PRESENTATION
- PUBLIC HEARING
- AUDIENCE PARTICIPATION
- COMMUNICATIONS
- Motion to accept all communications submitted below.
- CURRENT BUSINESS

CONSENT AGENDA

ITEM A – Submitted by Michelle Reeder, Finance Director

APPROVAL OF PAYMENT FOR BATTERY PARK SUBMERGED LAND LEASE TO ODNR

Budgetary Information: The cost of the submerged land lease is \$18,976.01 and will initially be paid by the City and then reimbursed by Battery Park Sandusky LLC in accordance with their Lease Agreement with the City.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to make payment to the Ohio Department of Natural Resources (ODNR), Office of Coastal Management for rental payment on submerged lands lease file no. SUB-0385-ER for the period of March 1, 2024, through February 28, 2025; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM B – Submitted by Josh Snyder, Public Works Engineer

APPROVAL OF PROPERTY ACQUISITIONS AND EASEMENTS FOR CLEVELAND ROAD SAFETY PROJECT

Budgetary Information: Costs associated with the acquisition and temporary easements has been summarized below, with the total agreed upon amount of \$3,195.00, being initially paid for by the City and then 95% will be reimbursed by Ohio Department of Transportation (ODOT). The funding split is \$159.75 (5%) City of Sandusky, Major Infrastructure Funds (Streets) and \$3,035.25 (95%) ODOT through the Safety funds.

57-68040.000	Stein Hospice Services, Inc.	\$ 320.00
57-01035.000	Jeffrey & Diane Corso	\$ 300.00
57-00241.000	Sandusky Star Lanes, Inc.	\$ 1,360.00
57-04481.000	Loris Printing, Inc., an Ohio Corporation	\$ 615.00
57-01729.000	Stanley T. Runkle, Married & Todd M. Runkle, Married	\$ 300.00
57-05692.000	One Perkins Place, an Ohio General Partnership	\$ 300.00

1. **ORDINANCE NO. _____:** It is requested an ordinance be passed approving a temporary easement granted to the city by Jeffrey and Diane Corso for the Cleveland Road Safety Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.
2. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract for sale and purchase of real property with Loris Printing Inc. for a portion of parcel no. 57-04481.000, located at 2111 Cleveland Road, Sandusky, for the Cleveland Road Safety Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.
3. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract for sale and purchase of real property with Sandusky Star Lanes Inc. for a portion of parcel no. 57-00241.000, located at 2105 Cleveland Road, Sandusky, for the Cleveland Road Safety Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.
4. **ORDINANCE NO. _____:** It is requested an ordinance be passed approving a temporary easement granted to the city by Stein Hospice Service, Inc. for the Cleveland Road Safety Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.
5. **ORDINANCE NO. _____:** It is requested an ordinance be passed approving a temporary easement granted to the city by Stanley T. Runkle and Todd M. Runkle for the Cleveland Road Safety Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.
6. **ORDINANCE NO. _____:** It is requested an ordinance be passed approving a temporary easement granted to the city by One Perkins Place for the Cleveland Road Safety Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM C – Submitted by Megan Stookey, Project Manager

APPROVAL OF CONTRACT FOR 2024 YARD WASTE COLLECTION WITH BROWNING-FERRIS

Budgetary Information: Based on service for a one day per week pick up at \$15.90 per home per month and a contract for nine months, the estimated amount for the 2024 Yard Waste Collection Service is \$95,202.00 based on last year’s figure of 645 customers. This amount is subject to change due to additions and deletions of customers to the program. The cost of the service will be charged back to the customers in addition to a charge of \$0.50 per month for administrative costs.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the City Manager to enter into a contract with Browning-Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services of Sandusky, Ohio, for the 2024 Yard Waste Collection Service which is available for the period of April 1, 2024 through December 31, 2024; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM D – Submitted by Jason Werling, Parks & Recreation Superintendent

APPROVAL OF CONTRACT FOR DRAGONS & BACON FEST WITH GREAT WHITE NORTH

Budgetary Information: The amount payable by the City of Sandusky Recreation Division to GWN Communications, LTD. under the agreement for the 2024 Dragons & Bacon Fest is US \$16,700.00. A 25% deposit totaling \$4,175.00 would be due immediately following commission approval. The city of Sandusky shall have the right to terminate the agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 15, 2024, at which the 25% deposit will be refunded. If paid, the City will recoup these costs from the registration fees paid by the participants.

ORDINANCE NO. _____: It is requested aa ordinance be passed authorizing and directing the City Manager to enter into a services agreement with Great White North Communications, Ltd., of Toronto, Ontario, for services related to the fifth annual Dragons and Bacon Festival for the Recreation Department; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM E – Submitted by Mario D’Amico, Fire Chief

PERMISSION TO PURCHASE TURNOUT GEAR FOR FIRE DEPARTMENT

Budgetary Information: The total amount of this expenditure is \$41,790.00 with each set costing \$4,179.00. The purchase of the turnout gear will be paid with monies from the EMS Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase ten (10) Morning Pride Tails turnout gear, fire coat and pant sets, through the Sourcewell Cooperative Purchasing Program from Municipal Emergency Services, Inc. of Southbury, Connecticut, for use in the Fire Department; 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

PERMISSION TO BID THE COLUMBUS AVENUE RECONSTRUCTION & STREETScape PROJECT

Budgetary Information: The engineer’s estimate for the Base Bid construction costs is \$4,948,663.91 and it is anticipated to be paid with Central Public (Downtown) Improvement TIF, Cooke Building Improvement TIF, Capital Projects Funds, and American Rescue Plan Act (ARPA) Stimulus funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Columbus Avenue Reconstruction and Streetscape 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 2 – Submitted by Michelle Reeder, Finance Director

APPROVAL OF AMENDMENTS TO THE CODIFIED ORDINANCE WATER AND SEWER RATES

Budgetary Information: This will have a positive impact to the water and sewer funds.

- 1. ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part Nine (Streets, Utilities, and Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates) Section 933.25 (Rates) of the Codified Ordinances of the City of Sandusky in the manner and way specifically set forth hereinbelow; 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.
- 2. ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part Nine (Streets, Utilities, and Public Services Code), Title Three (Utilities), Chapter 939 (Water Regulations and Rates) Section 939.13 (City Rates) of the Codified Ordinances of the City of Sandusky in the manner and way specifically set forth hereinbelow; 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 3 – Submitted by Arin Blair, Chief Planner (SECOND READING)

AMENDMENT TO ZONING MAP FOR CLEVELAND ROAD PARCELS

Budgetary Information: The proposed redevelopment is expected to result in increased property and income revenue for the city.

ORDINANCE NO. _____: It is requested an ordinance be passed affirming the recommendation of the Planning Commission, denying the request to amend the official zone map of the City of Sandusky to rezone parcel nos. 57-03358.000, 57-02994.000, 57-02885.000, 57-02989.000, and 57-04471.000 located on Cleveland Road from "R1-60" Single-Family Residential District and "R2F" Two-Family Residential District to "R-RB" Residential-Business District.

ITEM 4 – Submitted by Arin Blair, Chief Planner

APPROVAL OF AMENDMENT #1 TO PDSA FOR SANDUSKY WHEELS PARK PROJECT WITH OHM

Budgetary Information: The original cost of the services was \$49,700 and with this proposed amendment for an additional \$15,000, the revised not to exceed cost for the agreement is \$64,700. This cost includes all normal reimbursable expenses and will be funded by American Rescue Plan Act Stimulus funds.

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

ITEM 5 – Submitted by Aaron Klein, Public Works Director

APPROVAL OF 2024 FIVE-YEAR CAPITAL IMPROVEMENT PLAN

Budgetary Information: There is no budgetary impact to approve the CIP at this time. Costs will be allocated to the appropriate funds as individual projects are presented for a vote at City Commission meetings. It is important to note that approval of the Plan is not an approval of each project; the costs included are budgetary numbers that will change as projects are designed and publicly bid.

ORDINANCE NO. _____: It is requested an ordinance be passed approving and adopting the 2024 Five-Year Capital Improvement Plan for the city of Sandusky; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 6 – Submitted by Aaron Klein, Public Works Director

APPROVAL OF CONTRACT AND PAYMENT TO ODOT FOR URBAN PAVING PROJECT

Budgetary Information: The final engineer’s estimate is \$1,668,377.00 for construction and \$115,453.00 for construction engineering, of which the City’s portion is \$668,205.00. A portion of this will be paid with funding made available through the Ohio Public Works Commission (OPWC), which will be drawn directly by ODOT. These estimates are prepared by ODOT’s Central Office based on final plan design and are non-negotiable for the project to move forward. The 5-year capital improvement plan breaks down payment accordingly:

ODOT	\$1,115,625.00
OPWC Grant	\$ 175,000.00
Capital Projects Funds (Street)	\$ 493,205.00
Total	\$1,783,830.00

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with the Director of the Ohio Department of Transportation for the ODOT Resurfacing - Urban Paving City of Sandusky Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 7 – Submitted by Aaron Klein, Public Works Director

APPROVAL OF AMENDMENT #1 TO PDSA FOR EAST PERKINS AVE PROJECT WITH BRAMHALL

Budgetary Information: The original contract amount of \$171,160.00 will be split between ODOT (\$136,928.00) and the City (\$34,232.00), which shall be paid with Capital Projects Street Funds. The additional fee of \$7,949.00 will also be split 80/20 with ODOT covering \$6,359.20 and the City covering the remaining \$1,589.80 with Capital Projects Street Funds. The total revised cost of the services is \$179,109 and the City’s contribution will be \$35,821.80.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the agreement for Professional Design Services with Bramhall Engineering & Surveying Company of Avon, Ohio, for the East Perkins Avenue Resurfacing Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 8 – Submitted by Josh Snyder, Public Works Engineer

PERMISSION TO BID THE 2024 LOCAL STREET RESURFACING PROJECT

Budgetary Information: The estimated cost of the street resurfacing is \$1,167,571.00 and the estimated cost for the parking lot (Alternate Bid) is \$49,963.00 for a total project cost of \$1,217,534 and with the local street resurfacing portion paid out of American Rescue Plan Act (ARPA) Stimulus Funds and the Parking lot portion paid out of Capital Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2024 Local Street Resurfacing 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 Josh Snyder, Public Works Engineer

APPROVAL OF C/O #1 ON THE 2023 UNDERPASS REHABILITATION AT COLUMBUS AVE WITH SCHIRMER

Budgetary Information: The original contract with Schirmer Construction, LLC, was \$527,785.00, Change Order 1 shall increase the contract by \$34,500.00, making the total do not exceed for the project \$562,285.00. The added amount (\$34,500) shall be fully paid out of Issue 8, Infrastructure 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 change order for work performed by Schirmer Construction LLC of North Olmsted, Ohio, for the 2023 Underpass Rehabilitation at Columbus Avenue Project in the amount of \$34,500.00; 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

PERMISSION TO BID THE 2024 SIDEWALK REPAIR PROJECT, CONTRACT A

Budgetary Information: The engineer’s estimate for the 2024 Sidewalk Repair, Replacement & Grinding Project, Contract A project is \$124,674.71 which shall be paid for with \$101,133.75 Capital Projects Funs (Issue 8 Infrastructure), and \$23,540.96 Fire Department funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2024 Sidewalk Repair, Replacement & Grinding Project – Contract A; 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 11 – Submitted by Jared Oliver, Police Chief

PERMISSION TO PURCHASE INTOX DMT FOR SPD

Budgetary Information: The total cost for this purchase will be \$12,271.50 and will be paid using Federal Forfeiture funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase of one (1) Intox DMT breath testing instrument and related accessories for OVI enforcement to Intoximeters Inc. of Saint Louis, Missouri, for the Sandusky Police Department; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

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



FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: John Orzech, City Manager
FROM: Michelle Reeder, Finance Director
DATE: February 14, 2024
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an ordinance authorizing payment in the amount of \$18,976.01 to the Ohio Department of Natural Resources (ODNR) for submerged land lease SUB-0385-ER, the Battery Park Sandusky LLC, for the period of March 1, 2024 to February 28, 2025.

BACKGROUND INFORMATION:

This Submerged Lands Lease is payable by the City of Sandusky as the leaseholder. Battery Park Sandusky LLC assigned sub-lessee, will reimburse the City for the cost of the lease payment pursuant to Submerged Lands Lease Agreement SUB-0385-ER.

BUDGETARY INFORMATION:

The cost of the submerged land lease is \$18,976.01 and will initially be paid by the City and then reimbursed by Battery Park Sandusky LLC in accordance with their Lease Agreement with the City.

ACTION REQUIRED:

It is requested that the City Commission enact the ordinance, and have it take immediate effect under Section 14 of the City Charter, to make timely payment to the Ohio Department of Natural Resources and prior to the due date of March 1, 2024.

I concur with this recommendation:

John Orzech
City Manager

Michelle Reeder
Finance Director

**State of Ohio
Department of Natural Resources**



Submerged Lands Lease Invoice

Lessee:

Sandusky, City of
Megan E Stookey
240 Columbus Ave
Sandusky, OH 44870

Lease No: SUB-0385-ER
Invoice No: DNRSL240105
Invoice Date: 2/1/2024
Due Date: 3/1/2024

Submerged Lands Lease Annual Rent

<u>Lease No.</u>	<u>Description</u>	<u>From Date</u>	<u>To Date</u>	<u>No. of Years</u>	<u>Annual Rate</u>	<u>Net Amount</u>
SUB-0385-ER	Annual Rent	3/1/2024	2/28/2025	1	\$18,976.01	\$18,976.01
Adjustments:						\$0.00
TOTAL AMOUNT DUE:						\$18,976.01 USD
AMOUNT REMITTED:						_____

Make Checks Payable To:
Ohio Treasurer of State

Remit Payment To:
PO Box 97
Huron, OH 44839-9720

Notes:

Please return page 2 of invoice with your payment and be sure the invoice number is on all payments to ensure proper payment processing.

CERTIFICATE OF FUNDS

In the Matter of: Submerged Land Lease

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

Account #110-7900-53006

By: 

Michelle Reeder

Finance Director

Dated: 2/21/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE PAYMENT TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), OFFICE OF COASTAL MANAGEMENT FOR RENTAL PAYMENT ON SUBMERGED LANDS LEASE FILE NO. SUB-0385-ER FOR THE PERIOD OF MARCH 1, 2024, THROUGH FEBRUARY 28, 2025; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the Lessee of a Submerged Lands Lease, File No. SUB-0385-ER, for the submerged land which is part of the Battery Park Marina and as the Lessee, is responsible for all terms and conditions contained in the Submerged Lands Lease, including any annual rent; and

WHEREAS, in 2020, the Battery Park marina and business assets were transferred from Sandusky Bay Investment Company, Ltd. to Marous Development Group, LLC through a Real Estate & Business Asset Purchase Agreement, and later assigned to Battery Park Sandusky, LLC; and

WHEREAS, the City Commission authorized the City Manager to execute a Consent Agreement to Assignment, approving the Assignment and Assumption of Lease Agreement between Sandusky Bay Investment Company, Ltd. and Battery Park Sandusky, LLC by Ordinance No. 20-125, passed on August 24, 2020; and

WHEREAS, upon request of the City and on November 17, 2020, the State of Ohio consented to a sublease of a portion of City's interest in the submerged lands, to Battery Park Sandusky LLC; and

WHEREAS, as part of the agreement with Battery Park Sandusky LLC, the cost for the annual Submerged Lands Lease rental payment is to be reimbursed by Battery Park Sandusky LLC to the City; and

WHEREAS, the total cost for Submerged Lands Lease File No. SUB-0385-ER, as reflected on the current unpaid invoice is \$18,976.01 for the period of March 1, 2024, through February 28, 2025, and will initially be paid by the City and then reimbursed by Battery Park Sandusky LLC in accordance with their Lease Agreement with the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner to the Ohio Department of Natural Resources and prior to the due date of March 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 Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take

immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager and/or Finance Director is authorized and directed to make payment to the Ohio Treasurer of State as requested by the Ohio Department of Natural Resources (ODNR), Office of Coastal Management, Sandusky, Ohio, for rental payment for Submerged Lands Lease File No. SUB-0385-ER, for the period of March 1, 2024, through February 28, 2025, in an amount **not to exceed** Eighteen Thousand Nine Hundred Seventy Six and 01/100 Dollars (\$18,976.01), consistent with the invoices submitted to the City.

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: February 26, 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: February 12, 2024

Subject: **Commission Agenda Item - ERI-6-9.07 (Cleveland Rd.) PID 114056 Cleveland Road Safety Improvement Project, Property Acquisition and Temporary Easements of Right of Way along Cleveland Road**

ITEM FOR CONSIDERATION: Legislation approving a portion of property acquisition for two properties and signing into a temporary easement agreement with four properties as listed below for properties located along Cleveland Road for the ERI-6-9.07 (Cleveland Rd.) PID 114056 Cleveland Road Safety Improvement Project.

BACKGROUND INFORMATION: Through previously approved legislation the City signed into an agreement with American Structurepoint, Inc. for the full design of the ERI-6-9.07 (Cleveland Rd.) PID 114056 Cleveland Road Safety Improvement Project. Through the detailed design phase, it was determined how much additional right-of-way was needed and temporary easements along Cleveland Road to move forward with the installation of a new roundabout at the intersection of Cleveland & Cedar Point Drive, along with safety improvements at the intersections for Cleveland & Harbour Pkwy, Cleveland & Remington and Cleveland & Sycamore Line, including, traffic signal and pedestrian upgrades and increased traffic capacity via turn lane additions.

Property Acquisition

As part of the intersection improvements at the Cleveland & Remington intersection it was found that additional right-of-way was needed for signal work here, so acquisition of a portion of property from each corner parcel is required to move forward with this work. The consultant worked through property survey, evaluation, and negotiation with the following property owners to agree to the presented sale and purchase agreements.

57-00241.000, Sandusky Star Lanes Inc. (see Exhibit 'A' for map)
2105 Cleveland Road, Sandusky, OH 44870

57-04481.000, Loris Printing, Inc. (see Exhibit 'B' for map)
2111 Cleveland Road, Sandusky, OH 44870

Temporary Easement Agreements

There are portions along the project limits where a temporary easement agreement with the following property owners is necessary for the proper work to take place.

57-68040.000, Stein Hospice Services, Inc.
Sycamore Line, Sandusky, OH 44870

57-01729.000, Stanley T. Runkle and Todd M. Runkle
2121 Cleveland Road, Sandusky, OH 44870

57-01035.000, Jeffrey & Diane Corso
2075 Cleveland Road, Sandusky, OH 44870

57-05692.000, One Perkins Place
2215 Cleveland Road, Sandusky, OH 44870

Additional legislation is forthcoming for the remaining 11 properties as the consultant and City work through negotiations via the ODOT property acquisition process. The project was planned to move forward into the bidding phase in Spring of this year.

BUDGETARY INFORMATION: Costs associated with the acquisition and temporary easements has been summarized below, with the total agreed upon amount of \$3,195.00, being initially paid for by the City and then 95% will be reimbursed by Ohio Department of Transportation (ODOT). The funding split is \$159.75 (5%) City of Sandusky, Major Infrastructure Funds (Streets) and \$3,035.25 (95%) ODOT through the Safety funds.

57-68040.000	Stein Hospice Services, Inc.	\$ 320.00
57-01035.000	Jeffrey & Diane Corso	\$ 300.00
57-00241.000	Sandusky Star Lanes, Inc.	\$ 1,360.00
57-04481.000	Loris Printing, Inc., an Ohio Corporation	\$ 615.00
57-01729.000	Stanley T. Runkle, Married & Todd M. Runkle, Married	\$ 300.00
57-05692.000	One Perkins Place, an Ohio General Partnership	\$ 300.00

ACTION REQUESTED: It is recommended that proper legislation be prepared approving a portion of property acquisition for two properties and signing into a temporary easement agreement with four properties as listed below for properties located along Cleveland Road for the ERI-6-9.07 (Cleveland Rd.) PID 114056 Cleveland Road Safety Improvement Project in an amount not to exceed \$3,195.00 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 full execution of the agreements and filing with the Erie County Recorder's office and proceed with plans for the project.

I concur with this recommendation:

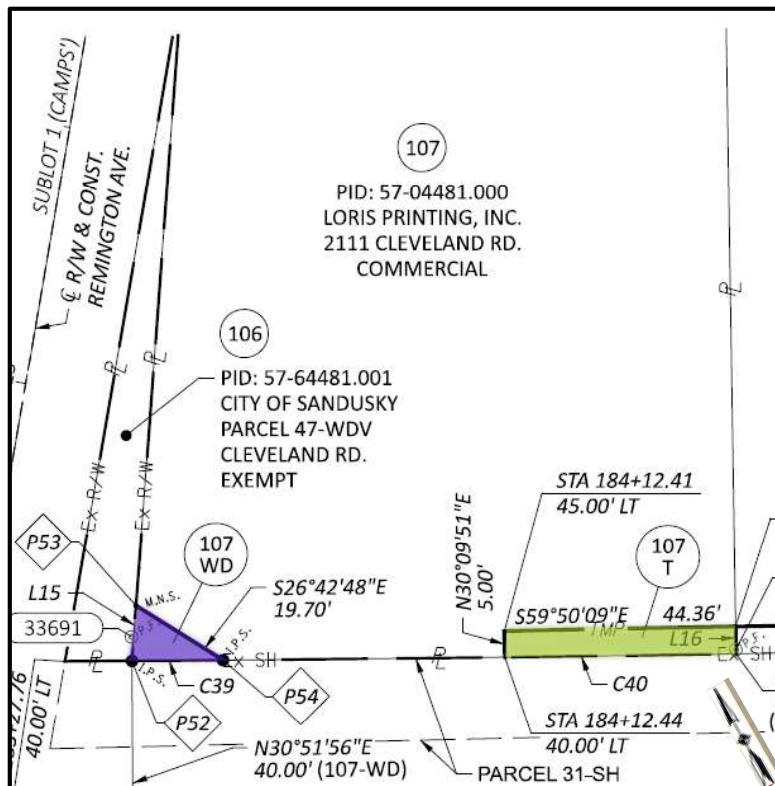
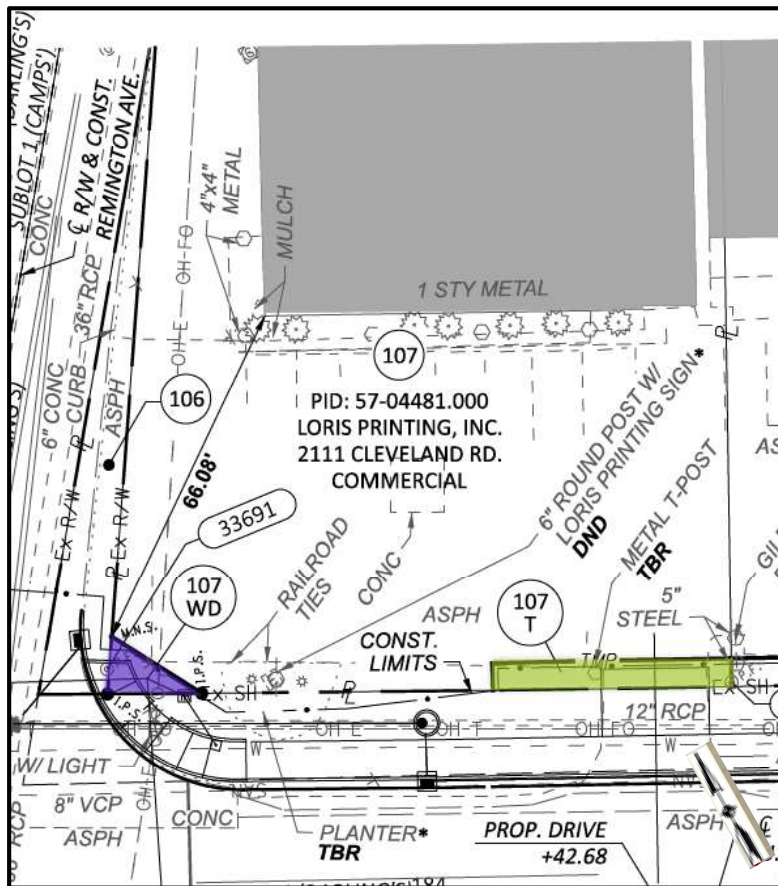
John Orzech
City Manager

Aaron M. Klein
Director

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



PROJECT PLANS
PROVIDED BY THE CLIENT



CERTIFICATE OF FUNDS

In the Matter of: Cleveland Rd Property Acquisition & Temporary Easements

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 #216-6200-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/7/24

ORDINANCE NO. _____

AN ORDINANCE APPROVING A TEMPORARY EASEMENT GRANTED TO THE CITY BY JEFFREY AND DIANE CORSO FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020, and Resolution No. 001-22R, passed on January 10, 2022; and

WHEREAS, the City Commission approved Professional Design Services agreements with Structurepoint, Inc. of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021, and by Ordinance No. 22-067, passed on March 28, 2022, which included right-of-way and acquisition for the project; and

WHEREAS, Jeffrey and Diane Corso are the owners of property located at 2075 Cleveland Road, Parcel No. 57-01035.000, and has granted the City a temporary easement necessary for the Cleveland Road Safety Improvement Project; and

WHEREAS, the cost of the temporary easement is \$300.00 and will initially be paid by the City and then reimbursed by the Ohio Department of Transportation with Highway Safety Improvement Program (HSIP) grant funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the documents to be fully executed and recorded in a timely manner and to proceed with plans for the project; and

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

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

Section 1. This City Commission approves a Temporary Easement granted

to the City by Jeffrey and Diane Corso for the purpose of utilizing for the Cleveland Road Safety Improvement Project (PID 114056), substantially in the same form as attached to this Ordinance, marked Exhibit “1” and is specifically incorporated if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City’s public purpose.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024

TEMPORARY EASEMENT

Jeffrey Corso and Diane Corso, Husband and Wife, the Grantor(s), in consideration of the sum of \$300.00, to be paid by City of Sandusky, Ohio, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 96-T

ERI-6-9.07

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-01035.000

Prior Instrument Reference: Instrument No. 201606377, Erie County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of the roadway.

IN WITNESS WHEREOF Jeffrey Corso And Diane Corso, Husband and Wife, have hereunto set their hands on the 12 day of June, 2023.

Jeffrey A. Corso
Jeffrey Corso, Husband

Diane Corso
Diane Corso, Wife

STATE OF OHIO, COUNTY OF Erie SS:

BE IT REMEMBERED, that on the 12th day of June, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Jeffrey Corso And Diane Corso who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to Jeffrey Corso And Diane Corso with regard to the notarial act.

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

Sharon A. Sberna

NOTARY PUBLIC
My Commission expires:



SHARON A. SBERNA
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
8-30-2025

John Orzech, ~~Interim~~ City Manager
City of Sandusky

Date

Instrument prepared by ORC Associates LLC for the City of Sandusky on a form approved by the Office of the Ohio Attorney General.

EXHIBIT A

LPA RX 887 T

Ver. Date 11/21/2022

Page 1 of 2

Rev. 07/09

PID 114056

**PARCEL 96-T
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A DRIVEWAY AND COMPLETE GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Lot 2 of John E. Camps' Subdivision of Lot No. 7 West of Railroad and 19 Acres east part of Lot No. 8 of Darling's Survey of Outlots East of Sycamore Line, as recorded in Plat Book 1, Page 16, and being part of that 0.415 acre tract described in a deed to **Jeffrey Corso and Diane Corso**, of record in **Record Number 201606377**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (Cleveland Road, R/W width varies), as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing for reference at a point on the existing north right-of-way line for U.S. Route 6, being on the north line of that 0.071 acre right-of-way easement described as Parcel 30 in a deed to County of Erie, of record in Deed Book 152, Page 377, being on the east line of said 0.415 acre tract, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 178+79.23;

Thence **North 57 degrees 54 minutes 18 seconds West**, along the existing north right-of-way line for said U.S. Route 6, along the north line of said 0.071 acre right-of-way easement and through said 0.415 acre tract, a distance of **3.15 feet** to the **TRUE POINT OF BEGINNING** for this description, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 178+76.08;

Thence **North 57 degrees 54 minutes 18 seconds West**, continuing along the existing north right-of-way line for said U.S. Route 6, continuing along the north line of said 0.071 acre right-of-way easement and continuing through said 0.415 acre tract, a distance of **16.00 feet** to a point, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 178+60.08;

EXHIBIT A

LPA RX 887 T

Page 2 of 2

Rev. 07/09

Thence continuing through said 0.415 along the following three (3) described courses:

1. **North 32 degrees 05 minutes 42 seconds East**, a distance of **7.00 feet** to a point, said point being 47.00 feet left of U.S. Route 6 centerline of right-of-way station 178+60.08;
2. **South 57 degrees 54 minutes 18 seconds East**, a distance of **16.00 feet** to a point, said point being 47.00 feet left of U.S. Route 6 centerline of right-of-way station 178+76.08;
3. **South 32 degrees 05 minutes 42 seconds West**, a distance of **7.00 feet** to the **TRUE POINT OF BEGINNING** for this description.

The above described temporary easement contains a total area of **0.0026 acres**, all of which is located within Erie County Auditor's parcel number 57-01035.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.




Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



8/30/2022
Date

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.



Engineer/Surveyor: Erie County Engineer's
Date: 9-11-2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITH LORIS PRINTING INC. FOR A PORTION OF PARCEL NO. 57-04481.000, LOCATED AT 2111 CLEVELAND ROAD, SANDUSKY, FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020, and Resolution No. 001-22R, passed on January 10, 2022; and

WHEREAS, the City Commission approved Professional Design Services agreements with Structurepoint, Inc. of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021, and by Ordinance No. 22-067, passed on March 28, 2022, which included right-of-way and acquisition for the project; and

WHEREAS, Loris Printing Inc. is the owner of property located at 2111 Cleveland Road, Parcel No. 57-04481.000, and has agreed to sell a portion of the property to the City for the Cleveland Road Safety Improvement Project; and

WHEREAS, the purchase price of the property is \$615.00 and will initially be paid by the City and then reimbursed by the Ohio Department of Transportation with Highway Safety Improvement Program (HSIP) grant 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 execute the purchase and sale contract to acquire the property and proceed with plans for the project; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 enter into a Contract for Sale and Purchase of Real Property with Loris Printing Inc. for a

portion of Parcel No. 57-04481.000, located at 2111 Cleveland Road, for the Cleveland Road Safety Improvement Project (PID 114056), substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto, at an amount **not to exceed** Six Hundred Fifteen and 00/100 Dollars (\$615.00).

Section 2. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of a portion of Parcel No. 57-04481.000, located at 2111 Cleveland Road, Sandusky.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

PARCEL(S): 107-WD, T
ERI-6-9.07
PID: 114056

This Agreement is by and between the City of Sandusky, Ohio ["Purchaser"] and Loris Printing, Inc., an Ohio corporation ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$615.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) none.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with

all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that

Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Sandusky, Ohio and Loris Printing, Inc., an Ohio corporation have executed this Agreement on the date(s) indicated immediately below their respective signatures.

LORIS PRINTING, INC., AN OHIO CORPORATION

By: Debby Hufen president
Date: 6/28/23

City of Sandusky, Ohio

John Orzech
Interim City Manager
Date: _____

EXHIBIT A

LPA RX 851 WD

Ver. Date 11/21/2022

Page 1 of 2

Rev. 06/09

PID 114056

**PARCEL 107-WD
ERI-06-09.07**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
"CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Outlot 4 of Darling's Survey of Outlots East of Sycamore Line as depicted in Plat Book 1, Page 59, and being part of that **0.5588 acre tract** described in a deed to **Loris Printing, Inc.**, of record in **Record Number 201207068**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (AKA Cleveland Avenue, R/W width varies), being on the right side of the centerline of right-of-way for Remington Avenue (33' R/W width), both as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing for reference at an iron pin set in a monument box assembly at the intersection of the centerline of right-of-way for U.S. Route 6 and the centerline of right-of-way for Remington Avenue, said iron pin being at U.S. Route 6 centerline of right-of-way station 183+03.89, and being at Remington Avenue centerline of right-of-way station 514+05.24;

Thence along a curve to the left, along the centerline of right-of-way for said U.S. Route 6, said curve having a radius of **11,459.20 feet**, a central angle of **00 degrees 11 minutes 01 second**, and an arc length of **36.75 feet** to a point, said point being at U.S. Route 6 centerline of right-of-way station 183+40.64, said curve being subtended by a long chord having a bearing of **South 59 degrees 02 minutes 33 seconds East** and a length of **36.75 feet**;

Thence **North 30 degrees 51 minutes 56 seconds East**, a distance of **40.00 feet** to an iron pin set at the intersection of the existing north right-of-way line for U.S. Route 6 and the existing east right-of-way line for Remington Avenue, said iron pin being the southwest corner of said 0.5588 acre tract, being the southeast corner of that tract described as Parcel 47-WDV, described in a deed to City of Sandusky, of record in Record Number 9903286, and being on the north line of that

Michael T. Farrell

Engineer/Surveyor: Erie County Engineer's

Date: 9-11-2023

EXHIBIT A

Page 2 of 2

Rev. 06/09

LPA RX 851 WD

0.312 acre right-of-way easement described as Parcel 31 in a deed to the County of Erie, of record in Deed Book 152, Page 333, said iron pin being the **TRUE POINT OF BEGINNING** for this description, and said iron pin being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 183+40.64 and being 29.13 feet right of Remington Avenue centerline of right-of-way station 514+51.03

Thence **North 35 degrees 28 minutes 46 seconds East**, along the existing east right-of-way line for Remington Avenue, along the east line of said Parcel 47-WDV, and along the west line of said 0.5588 acre tract, a distance of **10.61 feet** (passing a 3/4" iron pipe found at a distance of 4.56 feet, said iron pipe being off line 0.44 feet left) to a MAG nail set, said nail being 28.11 feet right of Remington Avenue centerline of right-of-way station 514+61.59;

Thence **South 26 degrees 42 minutes 48 seconds East**, across said 0.5588 acre tract, a distance of **19.70 feet** to an iron pin set on the existing north right-of-way line for U.S. Route 6, being the south line of said 0.5588 acre tract, and being the north line of said 0.312 acre right-of-way easement, said iron pin being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 183+58.18;

Thence, along the arc of a curve to the right, along the existing north right-of-way line for U.S. Route 6, along the north line of said 0.312 acre right-of-way easement, and along the south line of said 0.5588 acre tract, said curve having a radius of **11,419.20 feet**, a central angle of **00 degrees 05 minutes 16 seconds**, and an arc length of **17.48 feet** to the **TRUE POINT OF BEGINNING** for this description, said curve being subtended by a long chord having a bearing of **North 59 degrees 10 minutes 42 seconds West** and a length of **17.48 feet**.

The above described right-of-way parcel contains a total area of **0.0021 acres** (0.000 acres located within present road occupied), all of which is located within Erie County Auditor's parcel number 57-04481.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

Iron pins referenced as set are 5/8 inch diameter by 30 inch long rebar with "ASI PS 8438" cap

The above described right-of-way parcel was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Brian P. Bingham

Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



8/30/2023
Date

EXHIBIT A

LPA RX 887 T

Ver. Date 11/21/2022

Page 1 of 2

Rev. 07/09

PID 114056

PARCEL 107-T ERI-06-09.07

TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT A SIDEWALK AND COMPLETE GRADING FOR 12 MONTHS FROM DATE OF ENTRY BY THE "THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Outlot 4 of Darling's Survey of Outlots East of Sycamore Line as depicted in Plat Book 1, Page 59, and being part of that **0.5588 acre tract** described in a deed to **Loris Printing, Inc.**, of record in **Record Number 201207068**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (AKA Cleveland Avenue; R/W width varies), as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

BEGINNING at a point, said point being the southeast corner of said 0.5588 acre tract, being the southwest corner of that 1.5835 acre tract described in a deed to Stanley T. Runkle and Todd M. Runkle, of record in Record Number 201802788, said point being on the existing north right-of-way line for U.S. Route 6, and being on the north line of that 0.312 acre right-of-way easement described as Parcel 31 in a deed to the County of Erie, of record in Deed Book 152, Page 333, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 184+56.94;

Thence, along the arc of a curve to the left, along the existing north right-of-way line for U.S. Route 6, along the south line of said 0.5588 acre tract, and along the north line of said 0.312 acre right-of-way easement, said curve having a radius of **11,419.20 feet**, a central angle of **00 degrees 13 minutes 21 seconds**, and an arc length of **44.35 feet** a point, said curve being subtended by a long chord having a bearing of **North 59 degrees 36 minutes 21 seconds West** and a length of **44.35 feet**, said point being 40.00 feet left of U.S. Route centerline of right-of-way station 184+12.44;

Thence **North 30 degrees 09 minutes 51 seconds East**, across said 0.5588 acre tract, a distance of **5.00 feet** to a point, said point being 45.00 feet left of U.S. Route 6 centerline of right-of-way station 184+12.41;

EXHIBIT A

Page 2 of 2

LPA RX 887 T

Rev. 07/09

Thence **South 59 degrees 50 minutes 09 seconds East**, continuing across said 0.5588 acre tract, a distance of **44.36 feet** to a point on the east line of said 0.5588 acre tract, being the west line of said Runkle tract, said point being 45.18 feet left of U.S. Route 6 centerline of right-of-way station 184+56.95;

Thence **South 30 degrees 20 minutes 48 seconds West**, along the east line of said 0.5588 acre tract and along the west line of said Runkle tract, a distance of **5.18 feet** to the **POINT OF BEGINNING** for this description.

The above described temporary easement contains a total area of **0.0052 acres**, all of which is located within Erie County Auditor's parcel number 57-04481.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.


Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



8/30/2023
Date

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.


Engineer/Surveyor: Erie County Engineer's

Date: 9-11-2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITH SANDUSKY STAR LANES INC. FOR A PORTION OF PARCEL NO. 57-00241.000, LOCATED AT 2105 CLEVELAND ROAD, SANDUSKY, FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020, and Resolution No. 001-22R, passed on January 10, 2022; and

WHEREAS, the City Commission approved Professional Design Services agreements with Structurepoint, Inc. of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021, and by Ordinance No. 22-067, passed on March 28, 2022, which included right-of-way and acquisition for the project; and

WHEREAS, Sandusky Star Lanes Inc. is the owner of property located at 2105 Cleveland Road, Parcel No. 57-00241.000, and has agreed to sell a portion of the property to the City for the Cleveland Road Safety Improvement Project; and

WHEREAS, the purchase price of the property is \$1,360.00 and will initially be paid by the City and then reimbursed by the Ohio Department of Transportation with Highway Safety Improvement Program (HSIP) grant 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 execute the purchase and sale contract to acquire the property and proceed with plans for the project; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 enter into a Contract for Sale and Purchase of Real Property with Sandusky Star Lanes Inc. for a portion of Parcel No. 57-00241.000, located at 2105 Cleveland Road, for the Cleveland Road Safety Improvement Project (PID 114056), substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto, at an amount **not to exceed** One Thousand Three Hundred Sixty and 00/100 Dollars (\$1,360.00).

Section 2. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of a portion of Parcel No. 57-00241.000, located at 2105 Cleveland Road, Sandusky.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

PARCEL(S): 100-WD
ERI-6-9.07
PID: 114056

This Agreement is by and between the City of Sandusky, Ohio ["Purchaser"] and Sandusky Star Lanes, Inc. ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$1,360.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) None.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the

property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event

shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Sandusky, Ohio and Sandusky Star Lanes, Inc. have executed this Agreement on the date(s) indicated immediately below their respective signatures.

SANDUSKY STAR LANES, INC.

By: JOHN LIZZI
PRESIDENT
Date: 6-28-23

City of Sandusky, Ohio

John Orzech
Interim City Manager

Date: _____

EXHIBIT A

LPA RX 851 WD

gsc
Ver. Date 11/21/2022

Page 1 of 2

Rev. 06/09

PID 114056

**PARCEL 100-WD
ERI-06-09.07**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
"CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Lot 1 of John E. Camps' Subdivision of Lot No. 7 West of Railroad and 19 Acres east part of Lot No. 8 of Darling's Survey of Outlots East of Sycamore Line, as recorded in Plat Book 1, Page 16, and being part of that **0.182 acre tract** described in a deed to **Sandusky Star Lanes, Inc.**, of record in **Official Record 348, Page 87**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (AKA Cleveland Avenue; R/W width varies), being on the left side of the centerline of right-of-way for Remington Avenue (33' R/W width), both as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing for reference at an iron pin set in a monument box assembly at the intersection of the centerline of right-of-way for U.S. Route 6 and the centerline of right-of-way for Remington Avenue, said iron pin being at U.S. Route 6 centerline of right-of-way station 183+03.89, and being at Remington Avenue centerline of right-of-way station 514+05.24;

Thence along a curve to the right, along the centerline of right-of-way for said U.S. Route 6, said curve having a radius of **11,459.20 feet**, a central angle of **00 degrees 02 minutes 56 seconds**, and an arc length of **9.76 feet** to a point, said point being at U.S. Route 6 centerline of right-of-way station 182+94.13, said curve being subtended by a long chord having a bearing of **North 58 degrees 55 minutes 34 seconds West** and a length of **9.76 feet**;

Thence **North 31 degrees 05 minutes 53 seconds East**, a distance of **40.00 feet** to an iron pin set on the existing north right-of-way line for U.S. Route 6 and the existing west right-of-way line for Remington Avenue, said iron pin being at the southeast corner of said 0.182 acre tract, and being on the north line of that 0.071 acre right-of-way easement described as Parcel 30 in a deed to

Michael J. Farrell

Engineer/Surveyor: Erie County Engineer's

Date: 9-11-2023

LPA RX 851 WD

EXHIBIT A

Page 2 of 2

Rev. 06/09

County of Erie, of record in Deed Book 152, Page 377, said iron pin being the **TRUE POINT OF BEGINNING** for this description, and said iron pin being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 182+94.13 and being 16.50 feet left of Remington Avenue centerline of right-of-way station 514+42.96;

Thence along the arc of a non-tangent curve to the right, along the existing north right-of-way line for said U.S. Route 6, along the north line of said 0.071 acre right-of-way easement and along the south line of said 0.182 acre tract, said curve having a radius of **11,419.20 feet**, a central angle of **00 degrees 10 minutes 43 seconds**, and an arc length of **35.60 feet** to an iron pin set, said curve being subtended by a long chord having a bearing of **North 58 degrees 48 minutes 45 seconds West** and a length of **35.60 feet**, said iron pin set being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 182+58.40;

Thence **South 81 degrees 18 minutes 46 seconds East**, through said 0.182 acre tract, a distance of **41.52 feet** to an iron pin set on the existing west right-of-way line for said Remington Avenue, being on the east line of said 0.182 acre tract, said iron pin being 16.50 feet left of Remington Avenue centerline of right-of-way station 514+59.08;

Thence **South 41 degrees 00 minutes 48 seconds West**, along the existing west right-of-way line for said Remington Avenue and along the east line of said 0.182 acre tract, a distance of **16.12 feet** to the **TRUE POINT OF BEGINNING** for this description.

The above described right-of-way parcel contains a total area of **0.0065 acres** (0.000 acres located within present road occupied), all of which is located within Erie County Auditor's parcel number 57-00241.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

Iron pins referenced as set are 5/8 inch diameter by 30 inch long rebar with caps inscribed "ASI PS 8438".

The above described right-of-way parcel was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Brian P. Bingham

Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



8/30/2023

Date

ORDINANCE NO. _____

AN ORDINANCE APPROVING A TEMPORARY EASEMENT GRANTED TO THE CITY BY STEIN HOSPICE SERVICE, INC. FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020, and Resolution No. 001-22R, passed on January 10, 2022; and

WHEREAS, the City Commission approved Professional Design Services agreements with Structurepoint, Inc. of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021, and by Ordinance No. 22-067, passed on March 28, 2022, which included right-of-way and acquisition for the project; and

WHEREAS, Stein Hospice Service, Inc. is the owner of property located on Sycamore Line, Parcel No. 57-68040.000, and has granted the City a temporary easement necessary for the Cleveland Road Safety Improvement Project; and

WHEREAS, the cost of the temporary easement is \$320.00 and will initially be paid by the City and then reimbursed by the Ohio Department of Transportation with Highway Safety Improvement Program (HSIP) grant funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the documents to be fully executed and recorded in a timely manner and to proceed with plans for the project; and

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

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

Section 1. This City Commission approves a Temporary Easement granted to the City by Stein Hospice Service, Inc. for the purpose of utilizing for the

Cleveland Road Safety Improvement Project (PID 114056), substantially in the same form as attached to this Ordinance, marked Exhibit “1” and is specifically incorporated if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City’s public purpose.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024

TEMPORARY EASEMENT

Stein Hospice Service, Inc., an Ohio non-profit corporation, the Grantor(s), in consideration of the sum of \$320.00, to be paid by City of Sandusky, Ohio, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 23-T

ERI-6-9.07

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-68040.000

Prior Instrument Reference: O.R. Volume 70, Page 74 (refiled as O.R. Volume 75, Page 30),
Erie County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of the roadway.

IN WITNESS WHEREOF Stein Hospice Service, Inc., an Ohio non-profit corporation, has caused its name to be subscribed by William E. Finn, its duly authorized President & CEO, and its duly authorized agent on the 28 day of August, 2023.



STEIN HOSPICE SERVICE, INC., AN OHIO NON-PROFIT CORPORATION
BY WESTERN RESERVE CARE SOLUTIONS, ITS SOLE MEMBER

William E. Finn

By: William E. Finn

Its: President & CEO

STATE OF OHIO, COUNTY OF Cuyahoga ^{EX-155}

BE IT REMEMBERED, that on the 28 day of August, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named William E. Finn, who acknowledged being the President & CEO and duly authorized agent of Stein Hospice Service, Inc., an Ohio non-profit corporation and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to William E. Finn with regard to the notarial act.

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

Michelle Kaderly

NOTARY PUBLIC
My Commission expires:

8/28/23 ^{mk 8/28/23}
2/22/2028

John Orzech, Interim City Manager
City of Sandusky

Date

Instrument prepared by ORC Associates LLC for the City of Sandusky on a form approved by the Ohio Attorney General's Office.

EXHIBIT A

LPA RX 887 T

Ver. *gsc* Date 11/21/2022

Page 1 of 2

Rev. 07/09

PID 114056

**PARCEL 23-T
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A SIDEWALK AND COMPLETE GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Outlot 19 of Darling's Survey of Outlots East of Sycamore Line as depicted in Plat Book 1, Page 59, and being part of that **2.4837 acre tract** described in a deed to **Stein Hospice Service, Inc.**, of record in **Official Record 75, Page 30**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the right side of the centerline of right-of-way for Sycamore Line (R/W width varies), as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing at a point on the existing centerline of right-of-way for said Sycamore Line, said point being the southwest corner of said 2.4837 acre tract, being the northwest corner of that 1.1419 acre tract described in a deed to S & S Realty, Ltd., of record in Record Number 200004771, said point being at Sycamore Line centerline of right-of-way station 382+43.01;

Thence **North 87 degrees 28 minutes 21 seconds East**, along the south line of said 2.4837 acre tract and along the north line of said S & S Realty, Ltd. tract, a distance of **30.00 feet** to a point on the existing east right-of-way line for said Sycamore Line, said point being 30.00 feet right of Sycamore Line centerline of right-of-way station 382+43.01, and said point being the **TRUE POINT OF BEGINNING** for this description;

Thence through said 2.4837 acre tract along the following four (4) described courses:

1. **North 02 degrees 31 minutes 39 seconds West**, along the existing east right-of-way line for said Sycamore Line, a distance of **75.34 feet** to a point, said point being 30.00 feet right of Sycamore Line centerline of right-of-way station 383+18.32;
2. **North 02 degrees 33 minutes 48 seconds West**, continuing along the existing east right-of-way line for said Sycamore Line, a distance of **23.88 feet** to a point, said point being 30.00 feet right of Sycamore Line centerline of right-of-way station 383+42.21;

EXHIBIT A

LPA RX 887 T

Page 2 of 2

Rev. 07/09

3. **South 16 degrees 23 minutes 57 seconds East**, a distance of **20.92 feet** to a point, said point being 35.00 feet right of Sycamore Line centerline of right-of-way station 383+21.90;
4. **South 02 degrees 31 minutes 39 seconds East**, a distance of **78.91 feet** to a point on the south line of said 2.4837 acre tract, being on the north line of said S & S Realty, Ltd. tract, said point being 35.00 feet right of Sycamore Line centerline of right-of-way station 382+43.01;

Thence **South 87 degrees 28 minutes 21 seconds West**, along the south line of said 2.4837 acre tract and along the north line of said S & S Realty, Ltd. tract, a distance of **5.00 feet** to the **TRUE POINT OF BEGINNING** for this description.

The above described temporary easement contains a total area of **0.0102 acres**, all of which is located within Erie County Auditor's parcel number 57-68040.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.


Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



8/30/2023
Date

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.


Engineer/Surveyor: Erie County Engineer's

Date: 9-11-2023

ORDINANCE NO. _____

AN ORDINANCE APPROVING A TEMPORARY EASEMENT GRANTED TO THE CITY BY STANLEY T. RUNKLE AND TODD M. RUNKLE FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020, and Resolution No. 001-22R, passed on January 10, 2022; and

WHEREAS, the City Commission approved Professional Design Services agreements with Structurepoint, Inc. of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021, and by Ordinance No. 22-067, passed on March 28, 2022, which included right-of-way and acquisition for the project; and

WHEREAS, Stanley T. Runkle and Todd M. Runkle are the owners of property located at 2121 Cleveland Road, Parcel No. 57-01729.000, and has granted the City a temporary easement necessary for the Cleveland Road Safety Improvement Project; and

WHEREAS, the cost of the temporary easement is \$300.00 and will initially be paid by the City and then reimbursed by the Ohio Department of Transportation with Highway Safety Improvement Program (HSIP) grant funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the documents to be fully executed and recorded in a timely manner and to proceed with plans for the project; and

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

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

Section 1. This City Commission approves a Temporary Easement granted to the City by Stanley T. Runkle and Todd M. Runkle for the purpose of utilizing for the Cleveland Road Safety Improvement Project (PID 114056), substantially in the same form as attached to this Ordinance, marked Exhibit “1” and is specifically incorporated if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City’s public purpose.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024

TEMPORARY EASEMENT

Stanley T. Runkle, Married, and Todd M. Runkle, Married, the Grantor(s), in consideration of the sum of \$300.00, to be paid by City of Sandusky, Ohio, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 109-T

ERI-6-9.07

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-01729.000

Prior Instrument Reference: Instrument No. 201802788, Erie County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of the roadway.

And, for the consideration hereinabove written, Sandra Runkle, the spouse of Stanley T. Runkle, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

IN WITNESS WHEREOF Stanley T. Runkle and Sandra Runkle have hereunto set their hands on the 22nd day of June, 2023.

Stanley T. Runkle
Stanley T. Runkle, Married

Sandra Runkle
Sandra Runkle, Wife

STATE OF OHIO, COUNTY OF ERIE SS:

The foregoing instrument was acknowledged before me this 22nd day of June, 2023 by Stanley T. Runkle and Sandra Runkle. No oath or affirmation was administered to either Stanley T. Runkle or Sandra Runkle with regard to the notarial act.



JOSEPH E. ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2028

John E. Almady
NOTARY PUBLIC
My Commission expires: 8/22/2028

John Orzech, Interim City Manager
City of Sandusky

Date

Instrument prepared by ORC Associates LLC for the City of Sandusky on a form approved by the Office of the Ohio Attorney General.

And, for the consideration hereinabove written, Deeana R. Runkle, the spouse of Todd M. Runkle, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

IN WITNESS WHEREOF Todd M. Runkle and Deeana R. Runkle have hereunto set their hands on the 22nd day of June, 2023.

Todd Runkle
TODD M. RUNKLE

Deeana Runkle
DEEANA RUNKLE

STATE OF OHIO, COUNTY OF ERIE SS:

The foregoing instrument was acknowledged before me this 22nd day of June, 2023 by Todd M. Runkle and Deeana R. Runkle. No oath or affirmation was administered to either Stanley T. Runkle or Sandra Runkle with regard to the notarial act.



JOSEPH E ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2028

Joe Almady
NOTARY PUBLIC
My Commission expires: 8/22/2028

This form LPA RE 831-I was updated to conform to new notarial language requirements as per Revised Code 147.542.

John Orzech, Interim City Manager
City of Sandusky

Date

Instrument prepared by ORC Associates LLC for the City of Sandusky on a form approved by the Office of the Ohio Attorney General.

EXHIBIT A

LPA RX 887 T

Ver. Date 11/21/2022

Page 1 of 2

Rev. 07/09

PID 114056

**PARCEL 109-T
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A DRIVEWAY, CONSTRUCT A SIDEWALK
AND COMPLETE GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Outlot 4 of Darling's Survey of Outlots East of Sycamore Line, as depicted in Plat Book 1, Page 59, and being part of those tracts of land described in deeds to **Stanley T. Runkle and Todd M. Runkle**, of record in **Record Numbers 200801942 and 201802788**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (Cleveland Road, R/W width varies), as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

BEGINNING a point on the existing north right-of-way line for U.S. Route 6, being on the north line of that 0.312 acre right-of-way easement described as Parcel 31 in a deed to County of Erie, of record in Deed Book 152, Page 333, being the southwest corner of said Runkle tract, being the southeast corner of that 0.5588 acre tract described in a deed to Loris Printing, Inc., of record in Record Number 201207068, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 184+56.94;

Thence **North 30 degrees 20 minutes 48 seconds East**, along the west line of said Runkle tract and along the east line of said Loris Printing, Inc. tract, a distance of **5.18 feet** to a point, said point being 45.18 feet left of U.S. Route 6 centerline of right-of-way station 184+56.95;

Thence through said Runkle tract along the following three (3) described courses:

1. **South 59 degrees 50 minutes 09 seconds East**, a distance of **70.82 feet** to a point, said point being 45.11 feet left of U.S. Route 6 centerline of right-of-way station 185+28.05;
2. **North 29 degrees 54 minutes 58 seconds East**, a distance of **6.89 feet** to a point, said point being 52.00 feet left of U.S. Route 6 centerline of right-of-way station 185+28.05;

ORDINANCE NO. _____

AN ORDINANCE APPROVING A TEMPORARY EASEMENT GRANTED TO THE CITY BY ONE PERKINS PLACE FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020, and Resolution No. 001-22R, passed on January 10, 2022; and

WHEREAS, the City Commission approved Professional Design Services agreements with Structurepoint, Inc. of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021, and by Ordinance No. 22-067, passed on March 28, 2022, which included right-of-way and acquisition for the project; and

WHEREAS, One Perkins Place is the owner of property located at 2215 Cleveland Road, Parcel No. 57-05692.000, and has granted the City a temporary easement necessary for the Cleveland Road Safety Improvement Project; and

WHEREAS, the cost of the temporary easement is \$300.00 and will initially be paid by the City and then reimbursed by the Ohio Department of Transportation with Highway Safety Improvement Program (HSIP) grant funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the documents to be fully executed and recorded in a timely manner and to proceed with plans for the project; and

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

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

Section 1. This City Commission approves a Temporary Easement granted to the City by One Perkins Place for the purpose of utilizing for the Cleveland Road

Safety Improvement Project (PID 114056), substantially in the same form as attached to this Ordinance, marked Exhibit “1” and is specifically incorporated if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City’s public purpose.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024

TEMPORARY EASEMENT

One Perkins Place, an Ohio General Partnership, the Grantor(s), in consideration of the sum of \$300.00, to be paid by City of Sandusky, Ohio, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 113-T

ERI-6-9.07

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-05692.000

Prior Instrument Reference: O.R. Volume 358, Page 824, Erie County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of the roadway.

IN WITNESS WHEREOF One Perkins Place, An Ohio General Partnership has caused its name to be subscribed by Daniel Schiefley, its general partner(s) on the 21st day of July, 2023

ONE PERKINS PLACE, AN OHIO GENERAL PARTNERSHIP

By: Daniel Schiefley
Daniel Schiefley, Managing Partner

STATE OF OHIO, COUNTY OF ERIE SS:

BE IT REMEMBERED, that on the 21st day of July, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Daniel Schiefley, who acknowledged being a general or managing partner(s) and duly authorized agent(s) of One Perkins Place, An Ohio General Partnership, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Daniel Schiefley with regard to the notarial act.

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



JOSEPH E. ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2028

Joseph E. Almady
NOTARY PUBLIC
My Commission expires: 8/22/2028

John Orzech, Interim City Manager
City of Sandusky

Date

Instrument prepared by ORC Associates LLC for the City of Sandusky on a form approved by the Ohio Attorney General's Office.

EXHIBIT A

LPA RX 887 T

Ver: Date 11/21/2022

Page 1 of 2

Rev. 07/09

PID 114056

**PARCEL 113-T
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A DRIVEWAY AND COMPLETE GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Outlot 4 of Darling's Survey of Outlots East of Sycamore Line, as depicted in Plat Book 1, Page 59, and being part of that 1.23 acre tract described in a deed to **One Perkins Place**, of record in **Record Number 110804**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (Cleveland Road, R/W width varies), as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

BEGINNING a point on the existing north right-of-way line for U.S. Route 6, being on the north line of that 0.312 acre right-of-way easement described as Parcel 31 in a deed to County of Erie, of record in Deed Book 152, Page 333, being the southwest corner of said 1.23 acre tract, being the southeast corner of that 0.9700 acre tract described in a deed to MRK Group, LLC, of record in Record Number 201502849, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 186+69.17;

Thence **North 29 degrees 33 minutes 58 seconds East**, along the west line of said 1.23 acre tract and along the east line of said MRK Group, LLC tract, a distance of **5.00 feet** to a point, said point being 45.00 feet left of U.S. Route 6 centerline of right-of-way station 186+69.14;

Thence **South 60 degrees 05 minutes 02 seconds East**, through said 1.23 acre tract, a distance of **39.36 feet** to a point, said point being 45.00 feet left of U.S. Route 6 centerline of right-of-way station 187+08.51;

Thence **South 29 degrees 33 minutes 58 seconds West**, continuing through said 1.23 acre tract, a distance of **5.00 feet** to the existing north right-of-way line for said U.S. Route 6, being on the north line of said 0.312 acre right-of-way easement, being on the south line of said 1.23 acre tract, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 187+08.54;

EXHIBIT A

LPA RX 887 T

Page 2 of 2

Rev. 07/09

Thence **North 60 degrees 05 minutes 02 seconds West**, along the existing north right-of-way line for said U.S. Route 6, along the north line of said 0.312 acre right-of-way easement and along the south line of said 1.23 acre tract, a distance of **39.36 feet** to the **POINT OF BEGINNING** for this description.

The above described temporary easement contains a total area of **0.0045 acres**, all of which is located within Erie County Auditor's parcel number 57-05692.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

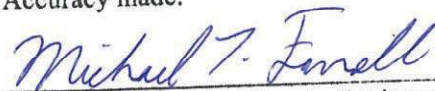


Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



8/30/2023
Date

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



Engineer/Surveyor: Erie County Engineer's

Date: 9-11-2023



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, Manager

From: Megan Stookey, Project Manager

Date: February 26, 2024

Subject: **Commission Agenda Item – Yard Waste Services for Calendar Year 2024**

ITEM FOR CONSIDERATION: Legislation to enter a one-year contract with Browning-Ferris Industries of Ohio, Inc. dba Republic Services of Sandusky, Ohio for the 2024 Yard Waste Collection Services for the period of April 1, 2024, through December 31, 2024.

BACKGROUND INFORMATION: Since 2004 the City has offered a yard waste pick up for a monthly fee to residents who sign up for the program. The monthly fee consists of labor, disposal and administration and is added to the water bills of participating customers. The fee charged to residents in 2023 was \$15.50. The pickup service is available to residents starting April 1st and ends December 31st, with a one day per week pick up on Friday.

On January 18 & 25, 2024, the 2024 Yard Waste Collection Service was advertised, with bids being due on Tuesday February 13, 2024. Two bids were received from Browning-Ferris Industries of Ohio, Inc. dba Republic Services for \$15.90 per customer, per month, and Cyclone Services for \$19.00 per customer, per month for a three-year contract. This is an increase of \$0.90 from the past three years. The contract is for one year, the vendor declined to hold this price for two additional years, which will result in the City going out to bid for 2024.

The monthly fee for 2024 to the residents will be \$16.40, this includes \$0.50 to cover all City administration costs. Services will remain the same as in past years with a one day per week pick up on Friday from April 1st to December 31st.

BUDGETARY INFORMATION: Based on service for a one day per week pick up at \$15.90 per home per month and a contract for nine months, the estimated amount for the 2024 Yard Waste Collection Service is \$95,202.00 based on last year's figure of 645 customers. This amount is subject to change due to additions and deletions of customers to the program. The cost of the service will be charged back to the customers in addition to a charge of \$0.50 per month for administrative costs.

ACTION REQUESTED: It is recommended that a contract with Browning-Ferris Industries of Ohio Inc. dba Republic Services be approved for the 2024 Yard Waste Collection Services. It is also recommended that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter so that the contractor can begin the program April 1st.

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

CERTIFICATE OF FUNDS

In the Matter of: Republic Services- Yard Waste

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 #110-3300-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/21/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BROWNING-FERRIS INDUSTRIES OF OHIO, INC. D.B.A. REPUBLIC WASTE SERVICES OF SANDUSKY, OHIO, FOR THE 2024 YARD WASTE COLLECTION SERVICE WHICH IS AVAILABLE FOR THE PERIOD OF APRIL 1, 2024 THROUGH DECEMBER 31, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, since 2004, the City has offered a yard waste collection service for a monthly fee (labor, disposal, and administration) that is added to participating customer's water and sewer bills; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid for one (1) day per week service from Browning-Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the estimated cost of this program based upon service for a one (1) day per week pickup at a cost of \$15.90 per month per residence and a contract for (9) months is \$95,202.00 (based on 2023 enrollment of 645 customers) which will be charged back to the customers in addition to a charge of \$0.50 per month for administrative costs and is subject to change due to additions and deletions of customers in the program; and

WHEREAS, this contract is for the period of April 1, 2024, through December 31, 2024, and since the vendor declined to hold this price for two (2) additional years, the City will go out for bid again next year; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow Browning Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services to begin the program on April 1, 2024; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of 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 Browning-Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services of Sandusky, Ohio, for the 2024 Yard Waste Collection Service for the period of April

1, 2024, through December 31, 2024, at a cost of Fifteen and 90/100 Dollars (\$15.90) per month per residence opting into the program, consistent with the bid submitted by Browning-Ferris Industries of Ohio, Inc. dba Republic Waste Services of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 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: February 14, 2024
Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION: Requesting legislation for approval to enter into a services agreement with Great White North (GWN) Communications, LTD. for the operation of Dragon Boat Races for the 5th annual event; Dragons & Bacon Fest, hosted by City of Sandusky Recreation Division and presenting sponsor Lake Erie Shores and Islands.

BACKGROUND INFORMATION:

- GWN Dragon Boat supplies and supports the sport of dragon boat racing. The City of Sandusky is requesting approval to hire the supplier to perform certain services and to lease dragon boats and accessories for the Dragons & Bacon Fest that is proposed to be held Saturday, September 14, 2024, at the Paper District Marina.
- The Supplier will operate the full dragon boat race procedure and provide 4 dragon boats (40' length) that can hold up to 22 paddlers, 22 dragon boat paddles, 1 steering oar, 22 personal flotation devices (PFDs) and 3 boat fenders per dragon boat.
- City of Sandusky Recreation Division and Dragons & Bacon Fest Committee will be responsible for obtaining the Dragon Boat race team fees to meet or exceed the \$16,700.00 owed to GWN Communications, LTD. A 25% deposit of \$4,175 will be paid upon approval from commission. A 50% deposit (\$8,350.00) is required by August 16th upon entering the service agreement. Dragons & Bacon Fest Committee will be able to obtain a maximum of 21 teams of 22 paddlers for the event.
- City of Sandusky shall have the right to terminate the service agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 15, 2024, at which the 25% deposit will be refunded.
- City staff will work to obtain a title sponsorship for the 2024 event.

BUDGETARY INFORMATION: The amount payable by the City of Sandusky Recreation Division to GWN Communications, LTD. under the agreement for the 2024 Dragons & Bacon Fest is US \$16,700.00. A 25% deposit totaling \$4,175.00 would be due immediately following commission approval. The city of Sandusky shall have the right to terminate the agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 15, 2024, at which the 25% deposit will be refunded. If paid, the City will recoup these costs from the registration fees paid by the participants.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval to enter a services agreement with Great White North (GWN) Communications, LTD. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to enter the agreement so the funds can be deposited and future planning and registration for the event can start immediately.

I concur with this recommendation:

Approved:

Jason Werling
Recreation Superintendent

John Orzech
City Manager

CERTIFICATE OF FUNDS

In the Matter of: Dragons & Bacon Festival

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 #227-3400-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/21/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH GREAT WHITE NORTH COMMUNICATIONS, LTD., OF TORONTO, ONTARIO, FOR SERVICES RELATED TO THE FIFTH ANNUAL DRAGONS AND BACON FESTIVAL FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is hosting and organizing the Fifth Annual dragon boat event in Sandusky known as the Dragons and Bacon Festival which will be held on Saturday, September 14, 2024, at the Paper District Marina and Lake Erie Shores and Islands will be the presenting sponsor; and

WHEREAS, Great White North Communications, Ltd. supplies and supports the sport of dragon boat racing and will be providing consulting services, event management services, and dragon boat and accessory sales and leases for the Dragons and Bacon Festival; and

WHEREAS, the cost of these services is \$16,700.00, which includes a 25% deposit of \$4,175.00 that is due upon execution of the agreement, however, the City has the right to terminate the agreement due to cancellation of the event provided written notice is received prior to August 15, 2024, at which time the 25% deposit will be refunded, and these costs, if paid, will be recouped from the registration fees paid by the event participants; 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 execute the agreement and pay the refundable deposit so planning and future registration for the event can begin; 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 be and hereby is authorized to execute a Services Agreement with Great White North Communications, LTD, for services related to the Fifth Annual Dragons and Bacon Festival for the Sandusky Recreation Department, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully

rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. 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: February 26, 2024

SERVICES AGREEMENT

THIS AGREEMENT made as of the 1st day of December 2023. (the "Effective Date")

B E T W E E N:

GREAT WHITE NORTH COMMUNICATIONS

LTD., a corporation incorporated under the laws of the State of Delaware (hereinafter referred to as the "Supplier") and **CITY OF SANDUSKY**, a corporation incorporated under the laws of the State of Ohio, (hereinafter referred to as the "Customer")

WHEREAS the Customer is the producer and organizer of an annual dragon boat event in Sandusky known as the Dragons and Bacon Festival (the "Customer Event");

AND WHEREAS the Supplier supplies and supports the sport of dragon boat racing and provides its customers with some or all of: consulting services, event management services, and dragon boat and accessory sales and leases;

AND WHEREAS the Customer wishes to hire the Supplier to perform certain services and to lease dragon boats and accessories for the Customer Event as hereinafter described;

THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS

In this Agreement, the following terms shall have the corresponding definitions:

1.1 "Accessories" shall mean 22 dragon boat paddles, 1 steering oar, 22 personal flotation devices (PFDs) and 3 boat fenders per dragon boat.

1.2 "Dragon Boat" means the Supplier's dragon boat hulls, not including Accessories or Race Accessories.

1.3 "Equipment" shall mean all of the Dragon Boats, Accessories, and Race Accessories leased under this Agreement.

1.4 "Race Accessories" shall mean 1 drummers seat, 1 drum with drumstick, 1 dragon head, and 1 dragon tail per dragon boat.

1.5 "Equipment/Logistics Coordinator" shall mean a representative appointed by the Customer to assume the responsibility of care and control of the Equipment leased under this Agreement.

1.6 "Schedules" shall mean the following schedules to this Agreement and any schedules which in the future will be added to this Agreement, all of which form (or will form) an integral part of the Agreement:

Schedule A- Services and Customer Responsibilities

Schedule B – Lease of Equipment

Schedule C – Fees, Billing and Payment Terms

Schedule D – Customer Insurance requirements

Schedule E – Sample Equipment/Logistics Manifest

1.7 "Services" shall be the Services to be performed by the Supplier in accordance with this Agreement, as set out in Schedule A hereto.

ARTICLE 2 – GENERAL

2.1 **Services.** Subject to the terms and conditions hereof, the Customer shall retain the Supplier to carry out Services and the Supplier shall render such Services and such other services as may from time to time be agreed upon between the parties to the Customer. Customer shall be responsible to fulfil the Customer responsibilities as set forth in Schedule A.

2.2 **Term of Agreement.** This Agreement shall commence on the Effective Date and shall and shall terminate in accordance with the provisions of Article 5 hereof.

ARTICLE 3 FEES AND BILLING

3.1 The Customer shall pay the Suppliers the fees for the Services and for the Equipment Lease in accordance with the terms set forth in Schedule C. In addition, Customer shall reimburse Supplier for all out-of-pocket expenses incurred by Supplier in connection with the performance of the Services but only to the extent that such expenses have been approved by Customer in advance and in writing. All dollar amounts quoted herein are stated in US Dollars.

ARTICLE 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Customer represents, warrants and covenants as follows and acknowledges that Supplier has relied upon

the completeness and accuracy of such representations, warranties and covenants in entering into this Agreement:

- (a) Customer shall maintain insurance with responsible insurers against such risks and in such amounts that could reasonably be expected to be carried by persons acting prudently and in a similar business to that of Customer and more specifically as set out in Schedule D;
- (b) Customer shall ensure that it has and shall maintain in good standing, all required licenses, consents, approvals and permits from any person necessary to stage the Customer Event;
- (c) Customer shall have all participants in the Customer Event sign a waiver from liability in favour of Supplier (and its affiliates, officers, directors, employees and independent contractors) in a form acceptable to the Supplier.

4.2 SUPPLIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.3 Limitation of Liability. Supplier's maximum liability to Customer for damages hereunder shall be limited to the Fees paid to Supplier by Customer for the Customer Event for which the claim was made. In no event shall Supplier be liable for any indirect, consequential, special, exemplary, or incidental damages, even if Supplier has been advised of the possibility of such damages. In no event shall Supplier be liable for loss or damage to, or occasioned by, use by Customer of equipment not owned or leased to Customer by Supplier.

ARTICLE 5 TERMINATION

5.1 The Agreement will continue in effect until the latest of: (a) the completion of the Customer Event; (b) the return to the Supplier of all of its Equipment leased hereunder (if applicable); or (c) receipt by the Supplier of fees and expenses payable hereunder, provided that any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled.

5.2 This Agreement may be terminated by either party if (a) the other party commits a material breach of this Agreement and that breach remains uncorrected for

thirty (30) days following written notice to the breaching party, specifying the breach; or (b) either party shall have ceased business, been adjudicated bankrupt or insolvent, made an assignment for the benefit of creditors, or filed a petition for bankruptcy or reorganization.

5.3 Effect of Termination. The parties' respective rights and obligations under Section 5 (but only to the extent that money was owed prior to the effective date of termination), of this Agreement shall survive the termination or expiration of this Agreement.

The Customer shall have the right to terminate this Agreement due to the cancellation of the Customer Event, if written notice of cancellation is received before August 15, 2023, at which the 25% deposit will be refunded.

ARTICLE 6

INTERPRETATION AND ENFORCEMENT

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express implied or statutory between the parties other than as expressly set forth in this Agreement.

6.2 Amendments and Waivers. No amendment to this Agreement, including future Schedules to be added to the Agreement, shall be valid or binding unless set forth in writing, referencing this Agreement, and duly executed by both of the parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

6.3 Relationship of Parties. Each of the Parties are independent contractors. Nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint ventures, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever. For greater certainty, volunteers or other persons provided by the Customer to assist in the Customer Event are not agents or employees of GWN.

6.4 Force Majeur. Neither party will be held responsible for any delay or failure in performance of any part of the Agreement to the extent such delay or failure is caused by events beyond such party's reasonable control, such as fire, accident, flood, explosion, international border requirements; accident,

war or the engagement of hostilities, strike, embargo, labour dispute, government requirement, civil disturbances, civil or military authority. Each party will endeavour to give the other reasonable notice of any delay.

6.5 **Assignment.** The Customer may not assign its rights or obligations under this Agreement without the prior written consent of the Supplier. The Supplier may assign its rights or obligations under this Agreement.

6.6 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Ohio. Supplier and Customer consent to the sole and exclusive personal jurisdiction of the federal and state courts located in Erie County, Ohio and agree that all disputes or litigation regarding this Agreement shall be submitted to and determined by said court, which shall have sole and exclusive jurisdiction.

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

GREAT WHITE NORTH COMMUNICATIONS, LTD.

Per: 

Mike Fulton, President
I have authority to bind the company.

CITY OF SANDUSKY

Per: _____

Per: _____

I/WE HAVE AUTHORITY TO BIND THE CITY OF SANDUSKY.

EXHIBIT "A"

SCHEDULE A

Supplier Services and Customer Responsibilities

GWN shall provide the following services to the Customer for the Customer Event on September 14th, 2024:

Pre-Event Coaches

- a. Provision of 3 coaches (Thursday September 12th to Friday September 13th, 2023)

Equipment Lease

- a. Provision of all leased Equipment as per Schedule B
- b. Delivery of all leased Equipment as per Schedule B

Race Production

- a. Set and Manage the Official Race Course (number of lanes to be mutually agreed upon);
- b. Devise and Manage Race Schedule, including timing and communication equipment, finish line video replay, and race results board;
- c. Secure and Oversee Race Officials, including start and finish line officials and course referee;
- d. Manage Volunteers as they apply to Race Production; and
- e. Supervision of Team Marshall Coordinator and Dock Marshall
- f. Provision of Practice Coordinator
- g. Provision of four (4) Steerspeople

Customer shall provide the following items to GWN to assist GWN in the production of the Customer Event:

- a. Accommodations for up to four (4) nights for up to five (5) GWN Staff (Wednesday September 11th to Sunday September 15th); two (2) nights for up to six (6) GWN Staff (Friday September 13th to Sunday September 15th), based on double occupancy and gender.
- b. 2 - 10' x 10' tents with side and back panels or other suitable enclosure for finish line and starting officials, a platform or vessel to be used for the start and finish line officials (including 2 tables and 4 chairs);
- c. A small motor boat, minimum 14 ft. aluminum or fiberglass, minimum 9.9 hp. dedicated to assist in setting and maintaining the race course on Friday September 13th and Saturday September 14th from approximately 7:00AM to 7:00PM, or a mutually agreed upon time between both parties.
- d. If attendance by GWN is requested for committee meetings, travel costs and time will be billed as extra.
- e. Power supply at the finish line officials' tent.
- f. A suitable number of volunteers or other persons to be determined by GWN to assist GWN in race management.
- g. A small motorboat, minimum 14ft aluminum, minimum 9.9 hp, and dedicated driver for use by on-water Referee official on Saturday September 14th (approximate times: 7:00am – 6:00pm).
- h. Customer shall provide local tow truck/crane services (with a boom extension arm) for the off-load and load of the leased Equipment at the Customer event in Sandusky.
- i. Transportation for GWN staff to be billed post-event based on actuals; one rental vehicle for five (5) days (Wednesday September 11th to Sunday September 15th) and two rental vehicles for three (3) days (Friday September 13th to Sunday September 15th).
- j. Provide GWN with Customer's event day safety plan a minimum of 3 weeks prior to event day.

* The course is constructed of chains and bricks. Damage to boats, propellers etc. can take place if a boat goes through the course. Customer is responsible to ensure that recreational and commercial boat traffic is kept off the racecourse once it is installed. GWN shall not be held responsible for any damage to any recreational or commercial boats and/or the course materials caused by traffic on the race course once it has been installed.

SCHEDULE B

LEASE OF EQUIPMENT

- 1) Customer agrees to lease the following for the 2023 Customer Event on September 14th, 2024:

4 Dragon Boats

8 Accessories

4 Race Accessories

In the event the Customer subsequently requires additional Equipment and GWN is able to make such Equipment available, then GWN will provide such Equipment and the price for such additional equipment will be added to the lease price with a minimum 2 weeks' notice prior to delivery. Customer acknowledges and agrees that there is no provision to reduce the number of leased Equipment or a rebate for unused Equipment.

- 2) Delivery and Return of Equipment.

- a) Unless changed by mutual agreement, delivery by Supplier to the Customer shall be made on the following dates

- 4 Dragon Boats, 8 Accessories and 4 Race Accessories on Wednesday September 11th

Supplier shall deliver the Dragon Boats to Customer representatives at a suitable and convenient launch (drop - off) site in Sandusky agreed upon by the parties. The Accessories and Race Accessories will also be handed over to and inspected by the Equipment/Logistics Coordinator at the launch (drop - off) site, unless a different location is agreed upon. The Equipment/Logistics Coordinator must sign off on the Equipment/Logistics Manifest (see Schedule "E" for sample) upon inspection. The Customer shall be responsible for moving the Equipment from the launch (drop - off) site to the mooring site.

- b) After the conclusion of the last race of the Customer event, the Customer shall return the Equipment to the launch (pick - up) site in a timely manner (or such other place or time as may be agreed upon) for pick up by Supplier or its agent. At the same time, the Equipment/Logistics Coordinator shall inspect and count the Equipment with the Supplier or its agent, to determine if all items were retrieved and are in good and same condition as on delivery. The Equipment/Logistics Coordinator must then sign off on the Equipment/Logistics Manifest. The Customer is responsible for providing a tow truck for the loading of the Equipment at the end of the Customer event.

- 3) Customer Responsible for Equipment

- a) The Customer shall be responsible for the handling, use, security and maintenance of the Equipment from the time it is delivered to the Customer to the time it is picked up by Supplier.
- b) The Equipment/Logistics Coordinator must do a full inspection of the Equipment and sign the Equipment/Logistics Manifest on the quantity and condition of the Equipment at the time of

delivery and after the conclusion of the Event. If the ELC is not present at these times, it is understood that the Customer accepts the state of the Equipment and shall be responsible for any damage or loss of Equipment noted on the Equipment/Logistics Manifest by the GWN Equipment Technician.

- c) The Customer shall be solely responsible for any damage to, or loss of, any Equipment incurred between the time of delivery to the Customer to the time the Equipment is picked up by Supplier. The Customer shall be responsible for such damage or loss regardless of how the damage or loss occurred, including without limitation theft, vandalism, and inclement weather.
- d) In the event of damage or loss by the Customer or their participants, suppliers, and/or vendors, Supplier shall, at its option, repair or replace the damaged or lost item, and the Customer will pay for the cost of materials, labor (including that of Supplier employees), transportation and administration costs necessary to affect the replacement or repair. The cost shall be added to the lease price as follows:

Boat Rope	\$ 12.00
Boat Number	\$ 12.00
Drum Stick	\$ 12.00
Boat Fender	\$ 20.00
PFD	\$ 28.00
Basic Repair Dragon Head Mounting Plate	\$ 30.00
Basic Repair Dragon Tail Mounting Plate	\$ 30.00
Missing or Broken Wood Paddle	\$ 40.00
Missing or Broken Apex Durablade	\$ 60.00
Replace Broken Internal Seat	\$ 65.00
Replace Broken Steering Arm	\$ 70.00
Drummers Seat	\$ 160.00
Drum	\$ 300.00
Replace Dragon Tail	\$ 340.00
Replace Steering Oar	\$ 400.00
Replace Dragon Head	\$ 625.00
16' Dock Section	\$ 2,000.00
Replace 41' Dragon Boat	\$ 9,500.00

- e) Supplier shall count the number of paddles at the end of the Customer event or upon pick-up by Supplier, and the number of missing and or broken paddles shall be determined. The Customer shall pay \$60.00 plus applicable taxes to Supplier for each missing and or broken Apex Durablade and \$40.00 plus applicable taxes for each missing and broken wood paddle, which amounts shall be added to the lease price.
- f) Supplier shall count the number of PFDs at the end of the Customer event or upon pick-up by Supplier, and the number of missing PFDs shall be determined. The Customer shall pay \$28.00 plus applicable taxes to Supplier for each missing PFD, which amounts shall be added to the lease price.

- g) Supplier shall count the number of boat fenders at the end of the Customer Event or upon pick-up by Supplier, and the number of missing boat fenders shall be determined. The Customer shall pay \$20.00 plus applicable taxes for each missing boat fender, which amounts shall be added to the lease price.
- 4) Docking Facilities. The Customer shall provide docking facilities for the Dragon Boats leased from Supplier. The docks shall be constructed and secured in such a way as to prevent cosmetic and structural damage to the Dragon Boats, and to maximize the safety of participants and volunteers. **Beach front loading of the dragon boats is not permitted.**

Provision of docks which adhere to the following guidelines are recommended by GWN and are in the best interests of the Festival as the cost of the lease will be adjusted to account for any damage to or loss of any equipment during the lease period.

Docking for each dragon boat is defined as follows:

- a) Location offering reasonable isolation/protection from possible vandalism and/or theft.
- b) Location protected from wave action caused by wind and/or other boat traffic.
- c) Suggested minimum usable length of 32 feet (not including access ramp); minimum width of 4' (8' for a floating dock).
- d) If a fixed dock, one which provides sufficient structural and support strength to accommodate repeated loading of up to 25 persons; if a floating dock, one which provides sufficient structural strength, adequate floatation (stability) and connection hardware to accommodate repeated loading of up to 25 persons.
- e) The dock should display no exposed screw heads, bolt heads or any other hardware which may damage dragon boats and/or accessories.

Each dragon boat will be delivered with 3 boat fenders which should be in use at all times when the dragon boat is moored against the dock or against another boat.

It is important that dock marshals enforce utilization of the boat fenders by teams. Dock marshals should be instructed to keep the dragon boat away from the dock until the fenders have been placed along side the dragon boat by crew members. For fixed docks that use single metal or wooden posts for support, these posts must be padded in some manner to protect the hull finish and scale graphics of the boat.

Dock and/or team marshals also require instruction in methods of controlling teams on and off the dock. To avoid congestion and overloading, it is suggested that only one crew be permitted on the dock to load or offload at any given time. The crew waiting to load should not be permitted on the dock until last disembarking crew member has stepped off. As an added precaution, crew members in the odd numbered benches could be asked to load or offload and clear the dock prior to crew members in even numbered benches.

Race committees should designate a qualified individual to provide tools and materials to effect rapid repair of dock structures, if required, during practices and race day(s). A Great White North technician may be available to consult with the designate in this regard.

EXHIBIT "1"

SCHEDULE C
FEES, BILLING and PAYMENT

The amount payable by the Customer to Supplier under this Agreement for the 2024 Customer Event is US \$16,700.00 not including repair and replacement costs, which is broken down as follows:

Lease of Equipment, Production, Staff	\$ 12,950.00
<u>Delivery of Equipment</u>	<u>\$ 3,750.00</u>
 TOTAL	 \$ 16,700.00

- 1) The Customer shall be responsible for all logistics and fees associated with tow truck/crane service used for off-loading and loading of the equipment at the Customer Event in Sandusky. GWN driver to confirm with Customer timing of such service.
- 2) Sales and Use Taxes: The Customer hereby acknowledges that the Supplier does not qualify as an agent for the collection and remittance of sales tax in the state of Ohio. As a result of this, the Customer agrees to be responsible for the self-assessment of any applicable use taxes, which may be due on the Services or Equipment Lease subject to this Agreement.
- 3) The Customer shall pay a surcharge of either:
 - a) \$125.00 / 15 minutes to the Supplier if the Customer Event exceeds 10 hours in duration, commencing at the scheduled start time of the first race and shall terminate upon the Customer's sign-off on the GWN Equipment manifest form. This surcharge is applicable if the Customer is using GWN race production services; or
 - b) \$75.00 / hour / GWN Technician to the Supplier if the Customer Event exceeds 10 hours in duration, commencing at the scheduled start time of the first race and terminating upon the Customer's sign-off on the GWN Equipment manifest form. This surcharge is applicable if the Customer is only leasing Equipment.
- 4) Fuel Surcharge on Dragon Boat and Accessory Deliveries if applicable.
- 5) The Customer shall have the right to terminate this Agreement due to the cancellation of the Customer Event, if written notice of cancellation is received before August 15, 2023, at which the 25% deposit will be refunded.

Payment shall be made by Customer according to the following schedule:

- a) A refundable deposit of 25% of the total fees (\$4,175.00) upon the Customer signing this Agreement, on or before January 31st, 2024
 - b) 50% of the total fees (\$8,350.00) on or before August 16th, 2024
 - c) 25% of the total fees (\$4,175.00) on or before August 30th, 2024
 - d) All other payments owing, including for extras, Event overtime surcharge (if applicable), customs and brokerage, tolls, GWN staff transportation, travel time, transfers, parking and local transportation expenses (if applicable), fuel surcharge fee (if applicable), and for repair and replacement of lost or damaged Dragon Boats, Accessories, or Race Accessories, within 15 days of the date of Supplier's invoice
- 6) All payments under this Agreement shall be by cheque payable to

Great White North Communications Ltd.

1 Westside Dr., Unit 3, Etobicoke Ontario, Canada, M9C 1B3

- 7) Under no circumstance shall Supplier be obligated to complete delivery of any Equipment without prior receipt of the required installment payment in full (as set forth in section 4(a) above). However, Supplier may, at its option, complete delivery of the Equipment even if an installment payment is not made when due, but in those circumstances the overdue installment payment shall be subject to interest at 2% per day until the installment payment, with interest, is paid plus any costs incurred by Supplier by reason of the late payment and late delivery, such as extra storage or transportation costs (where, for example, Supplier incurs a charge to store Equipment while it is waiting to receive payment from the Customer). Furthermore, at any time before the overdue installment payment is made, Supplier may terminate this Agreement and take possession of the Equipment, without prejudice to Supplier's right to full payment of all installment payments plus accrued interest.

EXHIBIT "1"

SCHEDULE D

CUSTOMER INSURANCE REQUIREMENTS

The Customer agrees to put in effect and maintain or cause to be put in effect and maintained for the period during which this Agreement is in effect, with insurers acceptable to Supplier all the necessary insurance that would be considered appropriate for a prudent Festival Organizer of this type of undertaking, ie. dragon boat racing event, including, without limitation:

- Commercial General Liability Insurance, to an inclusive limit of not less than two millions dollars (\$2,000,000) per occurrence for property damage, bodily injury and personal injury, and including, at least, the following policy endorsements:
 - i Supplier as an additional insured for the purposes of the Customer Event;
 - ii Cross Liability;
 - iii Contractual Liability;
 - iv Independent Contractors;
 - v Products and Completed Operations;
 - vi Employer's Liability and Voluntary Compensation;
 - vii 30 day written notice of cancellation;
 - viii Tenants Legal Liability (if applicable); and
 - ix Non owned automobile coverage with blanket contractual and physical damage coverage for Hired Automobiles.
- Property Insurance to a limit commensurate to the full replacement cost value of all equipment leased from Supplier on an "All Risks" basis including earthquake and flood.
- The Policy must include the following:
 - i Replacement Cost Value;
 - ii Waiver of Subrogation;
 - iii Supplier as loss payee as Their Interest May Appear.

Certificates of Insurance. A minimum of 3 weeks prior to any scheduled Customer Event, including practice times pursuant to this Agreement and throughout the term of the Agreement, the Festival shall provide Supplier with a valid Certificate of Insurance which references the Customer Event and confirms the above requirements and identifies major exclusions in the policy. The Customer Event shall provide Supplier a copy of the policy and any renewal or replacement certificates.

Please Note:

GWN does require a specific certificate issued only to GWN.

Under 'Additional Insured' Section: Great White North Communications Ltd. must be listed here.

Under 'Certificate Holder' Section: The holder of the certificate must be Great White North Communications Ltd. 1 Westside Dr., Unit 3, Etobicoke Ontario, Canada, M9C 1B3

EXHIBIT "1"

SCHEDULE E

EQUIPMENT / LOGISTICS MANIFEST (SAMPLE**)**

Practice		Race Delivery Date:	
Delivery Date:			
Address:			
E/LC Contact		Cell #:	

Practice Equipment:	Date/Time:
---------------------	------------

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls	Bumpers	Other
							/		

Driver Signature: _____

E/LC Signature: _____

Event Equipment:

Date/Time: _____

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls.	Bumpers	Other
							/		

Driver Signature: _____

E/LC Signature: _____

Extra Equipment:

Date/Time: _____

To be filled in by GWN Tech

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls.	Bumpers	Other

Total Equipment Delivered:

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls.	Bumpers	Other

Damaged/Missing Equipment Summary:

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls.	Bumpers	Other

E/LC Sig: _____

GWN Sig: _____

Event Start Time: _____

E/LC Sig: _____

GWN Sig: _____

Final Equipment Check Time: _____

E/LC Sig: _____

GWN Sig: _____

Comments/Feedback:



FIRE DEPARTMENT

600 West Market Street
Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

www.ci.sandusky.oh.us

TO: John Orzech, City Manager

FROM: Mario D'Amico III, Fire Chief

DATE: February 14, 2024

RE: Commission Agenda Item – Purchase 10 sets of Turnout Gear

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase ten (10) sets of Morning Pride Tail turnout Gear, Fire Coats and Fire Pants from Municipal Emergency Services, Inc. of Southbury, Connecticut, through Sourcewell Cooperative Purchasing Program Contract No. 032620-MES.

BACKGROUND INFORMATION: The need to purchase ten (10) sets of firefighting protective clothing has been determined by the Fire Chief. Three (3) sets of gear will be used for new hires and seven (7) sets of gear will replace our front-line gear which is good for 5 years and will then be used for backup gear. This will keep the gear replacement schedule on track.

NFPA requires turn out gear to be replaced and taken out of service after ten years. The Labor Agreement required that the City of Sandusky provides and maintains protective clothing to be utilized by employees in the performance of their job duties.

Sourcewell Cooperative Purchasing Program allows local political subdivisions to purchase items that have been competitively bid from the successful state vendor thereby giving the City the benefit of the State's competitively bid price and eliminating the necessity of formal bidding by the City.

BUDGETARY INFORMATION: The total amount of this expenditure is **\$41,790.00** with each set costing \$4,179.00. The purchase of the turnout gear will be paid with monies from the EMS Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase ten (10) sets of Morning Pride Tails Turnout Gear at a total cost of **\$41,790.00** from Municipal Emergency Services, Inc. of Southbury, Connecticut through Sourcewell Cooperative Purchasing Program Contract No. 032620-MES. It is further requested that this legislation take immediate effect in full accordance with section 14 of the City Charter to allow the order to be placed prior to the quote expiration date of March 1, 2024.

Approved:

I concur with this recommendation:

Mario D'Amico III, Fire Chief

John Orzech, City Manager

Cc: S. Hastings, Law Director; M Reeder, Finance Director



Quote

Quote # QT1789831
Date 02/15/2024
Expires 03/01/2024
Sales Rep Jesberger, Michael
PO # Gear
Shipping Method FedEx Ground
Customer SANDUSKY FIRE DEPARTMENT (OH)
Customer # C216575

Bill To

SANDUSKY FIRE DEPARTMENT
600 W MARKET STREET
SANDUSKY OH 44870
United States

Ship To

SANDUSKY FIRE DEPARTMENT
600 W MARKET ST
SANDUSKY OH 44870
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HFRP Tail Coat	Cox, Crowell, D'amico, Hamons, Holmes, Johnson, Pettay, Tackett, Rospert		Cox, Crowell, D'amico, Hamons, Holmes, Johnson, Pettay, Tackett, Rospert HFRP Tail Coat LTO 48I3 Tail Black Spec ID: OHSAND00062	9	\$2,395.00	\$21,555.00
HFRP Tail Pant			HFRP Tail Pant LTO 48I3 Pants Black OHSAND00063	9	\$1,784.00	\$16,056.00

Quoted under Sourcwell contract.

MES Contract #032620

City of Sandusky ID# 68351

Subtotal	\$37,611.00
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$37,611.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1789831

CERTIFICATE OF FUNDS

In the Matter of: Fire Turn Out Gear

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

Account #431-1330-54000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/21/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE TEN (10) MORNING PRIDE TAILS TURNOUT GEAR, FIRE COAT AND PANT SETS, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FROM MUNICIPAL EMERGENCY SERVICES, INC. OF SOUTHBURY, CONNECTICUT, FOR USE IN THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the need to purchase ten (10) coat and pant sets of firefighting protective clothing has been determined by the Fire Chief of which three (3) sets will be for new hires throughout the year and seven (7) sets will be replacements and the replacement sets will be used as back-up gear for an additional five (5) years; and

WHEREAS, the Labor Agreement requires the City of Sandusky to provide and maintain protective clothing to be utilized by employees in the performance of their job duties; 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), desires to purchase the coat and pant sets of firefighting protective clothing that have been competitively bid and made available through the membership from Municipal Emergency Services, Inc. of Southbury, Connecticut; and

WHEREAS, the cost for the Morning Pride Fire Tails Turnout Gear, Coat and Pant Set, is \$4,179.00 for a total cost of \$41,790.00 for ten (10) sets and will be paid with EMS Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be placed prior to the quote expiration date of March 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 Fire Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to purchase ten (10) Morning Pride Tails Turnout Gear, Fire Coat and Pant sets, through the Sourcewell Cooperative Purchasing Program (Contract No. 032620-MES), from Municipal Emergency Services, Inc. of Southbury, Connecticut, for use in the Fire Department at an amount **not to exceed** Forty-One Thousand Seven Hundred Ninety and 00/100 Dollars (\$41,790.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 26, 2024



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: John Orzech, City Manager

From: Arin Blair, AICP

Date: February 13, 2024

Subject: **Commission Agenda Item – Permission to Bid the Columbus Avenue Reconstruction and Streetscape Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the Columbus Avenue Reconstruction and Streetscape Project.

BACKGROUND INFORMATION: In February 2022, City staff contracted with Osborn Engineering, Inc. (Resolution No. 22-016) for the Columbus Avenue Streetscape Design & Reconstruction project.

The design team, supported by multi-departmental city staff members, set out to refine the concept for Columbus Avenue adopted in the 2021 Downtown Sandusky Master Plan. The Downtown Plan concept for the streetscape design was developed in response to 798 respondents to the public survey and refined in two rounds of stakeholder interviews. During the design process, a public survey gathering 400 responses, 3 rounds of stakeholder interviews including a site walk, small group meetings, and individual meetings; and two public meetings were conducted to refine the design.

The top two requests from public feedback for the streetscape were 1) wider sidewalks and 2) more space for outdoor dining. Other top requests included public art/placemaking, lighting features, seating, and flexibility to hold events on the street. A high number of respondents said they wish the street to be fully shut down from vehicles and be pedestrian only, while a high number of other respondents were concerned about retaining parking spaces. The resulting concept is a balance between these requests: ensuring the roadway continues to meet the needs for everyday vehicle traffic, creates outstanding public space for pedestrians, increases safety and accessibility, and is flexible for events.

During the design process, refinements to the Downtown Plan concept were made based on stakeholder and public feedback including adding catenary lighting across the roadway, ensuring dedicated sidewalk and storefront/outdoor patio space, creating a mini-park type of public space along the parking garage and adding power access points for events. Safety and accessibility improvements, beyond the mentioned lighting improvements and dedicated sidewalk space, include tabled intersections, specialty crosswalks, reduced roadway slope to center crown, lowered curb line, and conversion to parallel parking spaces. The project scope also includes replacement of the main waterline which is reaching the end of useful life.

The base bid segment of Columbus Avenue runs from Water St. to Washington Street (US 6). The 6-inch waterline (being replaced with a 12"), is over 80 years old and most of the pavement was originally constructed prior to 1970 and has had few paved-patches since then. The pavement was last resurfaced in 2000, subsequent to the last "Downtown Revitalization" project. It still is underlaid with brick in most areas in this segment, as they have not been removed through any extensive roadway project. This means the existing brick roadway portion remains much the same as it did when train tracks ran into

this part of downtown. The trees are outgrowing their spaces and causing maintenance issues with the abutting sidewalks and brick pavers.

Among the upgrades, included are: replacing the water main, fire hydrants, service lines and meters, adding sections of storm sewer, curbing, planters, speed tables (aka raised intersections), new signs, new electrical festival panels, new street lights, catenary lights, trees, landscaping, irrigation, sidewalks and brick crosswalks. Lastly, full depth asphalt pavement will be placed.

The Alternate Bid #1 segment of Columbus Avenue runs from Washington Street (US 6) to Adams Street. This section contains less underground work, but does add landscape, trees, street furniture, street lights, widening of the cross-section to accommodate angled parking on both sides, it also includes street lighting upgrades. The addition of this block is estimated to add \$535,047.34, of which \$20,700 is water work. This will only be awarded in the event that there are sufficient funds approved to do so. Since this portion is State Route 4, this segment of road pavement is slated to be resurfaced at 80/20 funding with ODOT in May of 2027.

The Alternate Bid #1A is the addition of traffic signal upgrades at Columbus & Adams Street. Upgrades include new signal poles and mast arms, traffic and pedestrian signal heads, traffic controller, controller cabinet, battery backup, pre-emption and all associated wiring. These upgrades will give longevity to the wiring currently exposed to the elements, increase reliability with the battery backup and improve emergency response with the pre-emption detectors. The addition of this signal work is estimated to add \$213,600.25. This will only be awarded in the event that there are sufficient funds approved to do so.

Timeline

With the extent of underground work required prior to paving, the substantial completion date for this project has been set for May 25, 2025. Like Meigs Street, shallow bedrock is known to exist in portions of this work area and will expectedly slow portions of the underground utility construction. It may be likely that final restoration needs to take place in the summer of 2025.

Careful coordination with the contractor will be crucial as portions of construction activity will take place during fall 2024 and spring 2025 months, so leaving access to all businesses in this area will be a top priority. City Staff will work closely with all stakeholders in this area to keep an open line of communication throughout construction.

BUDGETARY INFORMATION: The engineer's estimate for the Base Bid construction costs is \$4,948,663.91 and it is anticipated to be paid with Central Public (Downtown) Improvement TIF, Cooke Building Improvement TIF, Capital Projects Funds, and American Rescue Plan Act (ARPA) Stimulus funds.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the Columbus Avenue Reconstruction and Streetscape Project under suspension of the rules and in accordance with Section 14 of the City in order to bid the project so the contractor can begin ordering materials for construction to start in the fall for flexibility and minimal disruption to business while completing the various facets of construction and complete the project in the spring of 2025.

I concur with this recommendation:

John Orzech, City Manager

Colleen Gilson, Director of Community Development

cc: C. Myers, 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 COLUMBUS AVENUE RECONSTRUCTION AND STREETScape PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved an agreement for Professional Design Services with Osborn Engineering of Cleveland, Ohio, for the Columbus Avenue Streetscape Design & Reconstruction Project by Ordinance No. 22-016, passed on February 14, 2022; and

WHEREAS, the proposed Columbus Avenue Reconstruction and Streetscape Project involves the reconstruction of Columbus Avenue from Water Street to Washington Street (U.S. 6) and includes full depth asphalt pavement, replacing the water main, fire hydrants, service lines and meters, adding sections of storm sewer, curbing, planters, speed tables (aka raised intersections), new signs, new electrical festival panels, new street lights, catenary lights, trees, landscaping, irrigation, sidewalks and brick crosswalks; and

WHEREAS, there are two (2) Alternate Bids that may be awarded in the event that there are sufficient funds approved to do so and they are summarized as follows:

- Alternate Bid #1 includes the segment of Columbus Avenue from Washington Street (US 6) to Adams Street, which contains less underground work, and will add landscape, trees, street furniture, street lights, widening of the cross-section to accommodate angled parking on both sides, and street lighting upgrades estimated to cost \$535,147.34 (\$20,700.00 is water work);
- Alternate Bid #1A includes traffic signal upgrades at Columbus Avenue and Adams Street consisting of new signal poles and mast arms, traffic and pedestrian signal heads, traffic controller, controller cabinet, battery backup, pre-emption and all associated wiring estimated to cost \$213,600.25; and

WHEREAS, the estimated base bid construction cost of the project is \$4,948,663.91 and it is anticipated to be paid with Central Public (Downtown) Improvement TIF, Cooke Building Improvement TIF, Capital Projects and American Rescue Plan Act (ARPA) Stimulus Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project so the contractor can begin ordering materials for construction to start in the fall for flexibility and minimal disruption to businesses and complete the project in the spring of 2025; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation

of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 Columbus Avenue Reconstruction and Streetscape Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Columbus Avenue Reconstruction and Streetscape 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 Columbus Avenue Reconstruction and Streetscape Project, as required by law.

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

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

Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024



FINANCE DEPARTMENT

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

TO: John Orzech, City Manager
FROM: Michelle Reeder, Finance Director
DATE: February 14, 2024
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Legislation approving amendments to the water and sewer rates (Chapter 939 & 933) of the City of Sandusky Codified Ordinance.

BACKGROUND INFORMATION:

Previous rate increases to the water and sewer funds began in 2015, with rate increases for seven straight years. The last increase was effective January 1, 2021. The City did not regulate any rate increases for 2022 or 2023. It is necessary for a water rate increase that will be effective June 1, 2024. The water fund rates will increase 15% for 2024 and 2025, then an annual 3% increase 2026 through 2030. The sewer fund will see no increase in 2024 and 2025, then an annual 3% increase 2026 through 2030.

BUDGETARY INFORMATION: This will have a positive impact to the water and sewer funds.

ACTION REQUESTED:

It is requested that this ordinance be approved to give notice of the water rate change effective June 1, 2024, and the sewer change effective January 1, 2026. It is recommended that the City Commission adopt the necessary legislation in accordance with Section 13 of the City Charter.

I concur with this recommendation:

John Orzech
City Manager

Michelle Reeder
Finance Director

CC: Stew Hastings, Law Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART NINE (STREETS, UTILITIES, AND PUBLIC SERVICES CODE), TITLE THREE (UTILITIES), CHAPTER 933 (SEWER REGULATIONS AND RATES) SECTION 933.25 (RATES) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; 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, the last water and sewer rate increases were approved by City Commission on February 9, 2015, by the passage of Ordinance No. 15-020 (Chapter 939 - Water Regulations and Rates) and Ordinance No. 15-021 (Chapter 933 – Sewer Regulations and Rates) which provided increases for seven (7) years beginning in 2015 with the last increase being effective January 1, 2021; 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 of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

**NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT**

Section 1. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates), Section 933.25 (Rates) of the Codified Ordinances of the City is hereby amended as follows:

933.25 RATES.

Each user connected to the City system shall pay charges as prescribed in this section according to the size of the water meter and the quantity of wastewater.

MONTHLY

(a) Meter charge - (minimum) inside City users only: includes 100 cubic feet of use monthly:

(b) All usage over 100 cubic feet will be billed the commodity charge for each additional 100 cubic feet.

PAGE 2 - ORDINANCE NO. _____

Effective for January 1, 2026

Meter Size	Capital Charge	Billing Charge	Commodity Charge	Monthly Minimum Charge
5/8"	5.49	1.50	9.17	16.16
3/4"	8.24	1.50	9.17	18.91
1"	13.73	1.50	9.17	24.40
1-1/2"	27.45	1.50	9.17	38.12
2"	43.92	1.50	9.17	54.59
3"	82.35	1.50	9.17	93.02
4"	137.25	1.50	9.17	147.92
6"	274.50	1.50	9.17	285.17
8"	439.19	1.50	9.17	449.86
10"	631.34	1.50	9.17	642.01
12"	1180.33	1.50	9.17	1191.00

The Storm Water charge will be \$4.00 per property.

Effective for January 1, 2027

Meter Size	Capital Charge	Billing Charge	Commodity Charge	Monthly Minimum Charge
5/8"	5.65	1.55	9.44	16.64
3/4"	8.49	1.55	9.44	19.48
1"	14.14	1.55	9.44	25.13
1-1/2"	28.27	1.55	9.44	39.26
2"	45.24	1.55	9.44	56.23
3"	84.82	1.55	9.44	95.81
4"	141.36	1.55	9.44	152.35
6"	282.73	1.55	9.44	293.72
8"	452.37	1.55	9.44	463.36
10"	650.28	1.55	9.44	661.27
12"	1215.74	1.55	9.44	1226.73

The Storm Water charge will be \$4.00 per property.

Effective for January 1, 2028

Meter Size	Capital Charge	Billing Charge	Commodity Charge	Monthly Minimum Charge
5/8"	5.82	1.60	9.73	17.15
3/4"	8.74	1.60	9.73	20.07
1"	14.57	1.60	9.73	25.90
1-1/2"	29.12	1.60	9.73	40.45
2"	46.59	1.60	9.73	57.92
3"	87.36	1.60	9.73	98.69
4"	145.61	1.60	9.73	156.94
6"	291.21	1.60	9.73	302.54
8"	465.94	1.60	9.73	477.26
10"	669.79	1.60	9.73	681.12
12"	1252.21	1.60	9.73	1263.54

The Storm Water charge will be \$4.00 per property.

PAGE 3 - ORDINANCE NO. _____

Effective for January 1, 2029

Meter Size	Capital Charge	Billing Charge	Commodity Charge	Monthly Minimum Charge
5/8"	6.00	1.64	10.02	17.66
3/4"	9.00	1.64	10.02	20.66
1"	15.00	1.64	10.02	26.66
1-1/2"	29.99	1.64	10.02	41.65
2"	47.99	1.64	10.02	59.65
3"	89.98	1.64	10.02	101.64
4"	149.97	1.64	10.02	161.63
6"	299.95	1.64	10.02	311.61
8"	479.92	1.64	10.02	491.58
10"	689.88	1.64	10.02	701.54
12"	1289.78	1.64	10.02	1301.44

The Storm Water charge will be \$4.00 per property.

Effective for January 1, 2030

Meter Size	Capital Charge	Billing Charge	Commodity Charge	Monthly Minimum Charge
5/8"	6.18	1.69	10.32	18.19
3/4"	9.27	1.69	10.32	21.28
1"	15.45	1.69	10.32	27.46
1-1/2"	30.89	1.69	10.32	42.90
2"	49.43	1.69	10.32	61.44
3"	92.68	1.69	10.32	104.69
4"	154.47	1.69	10.32	166.48
6"	308.95	1.69	10.32	320.96
8"	494.31	1.69	10.32	506.32
10"	710.58	1.69	10.32	722.59
12"	1328.47	1.69	10.32	1340.48

The Storm Water charge will be \$4.00 per property.

Effective January 1, 2021

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	5.33	1.46	8.90	15.69
3/4"	8.00	1.46	8.90	18.36
1"	13.33	1.46	8.90	23.69
1-1/2"	26.65	1.46	8.90	37.01
2"	42.64	1.46	8.90	53.00
3"	79.95	1.46	8.80	90.31
4"	133.25	1.46	8.90	143.61
6"	266.50	1.46	8.90	276.86
8"	426.40	1.46	8.80	436.76
10"	612.95	1.46	8.90	623.31
12"	1,145.95	1.46	8.90	1,156.31

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet. The Storm Water charge will be \$4.00 per property. (Ord. 20-195. Passed 12-28-20.)

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 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024 (effective after 30 days)

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART NINE (STREETS, UTILITIES, AND PUBLIC SERVICES CODE), TITLE THREE (UTILITIES), CHAPTER 939 (WATER REGULATIONS AND RATES), SECTION 939.13 (CITY RATES) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; 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, the last water and sewer rate increases were approved by City Commission on February 9, 2015, by the passage of Ordinance No. 15-020 (Chapter 939 - Water Regulations and Rates) and Ordinance No. 15-021 (Chapter 933 – Sewer Regulations and Rates) which provided increases for seven (7) years beginning in 2015 with the last increase being effective January 1, 2021; 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 of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

NEW LANGUAGE APPEARS IN BOLD PRINT

LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT

LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 939 (Water Regulations and Rates), Section 933.13 (City Rates) of the Codified Ordinances of the City of Sandusky is hereby amended as follows:

939.13 CITY RATES.

The rates which shall be charged for municipal water service within the corporate limits furnished by the City shall be as follows:

(a) All consumers shall be monthly customers and the charges to them for water service shall be payable monthly.

(b) Consumers shall be billed monthly and shall be charged rates as follows:

(1) First 100 cubic feet: minimum charge.

(2) ~~All over 100 cubic feet: Rate associated with each step~~ **All usage over 100 cubic feet will be billed the commodity charge for each additional 100 cubic feet.**

(c) The minimum rates which shall be charged for water service shall be as follows:

Effective for June 1, 2024

Meter Size	Billing & Capital Charge	Commodity Charge	Monthly Minimum Charge
5/8"	4.76	4.12	8.88
3/4"	4.76	4.12	8.88
1"	4.76	4.12	8.88
1-1/2"	4.76	4.12	8.88
2"	4.76	4.12	8.88
3"	4.76	4.12	8.88
4"	4.76	4.12	8.88
6"	4.76	4.12	8.88
8"	4.76	4.12	8.88
10"	4.76	4.12	8.88
12"	4.76	4.12	8.88
16"	4.76	4.12	8.88

Effective for January 1, 2025

Meter Size	Billing & Capital Charge	Commodity Charge	Monthly Minimum Charge
5/8"	5.48	4.73	10.21
3/4"	5.48	4.73	10.21
1"	5.48	4.73	10.21
1-1/2"	5.48	4.73	10.21
2"	5.48	4.73	10.21
3"	5.48	4.73	10.21
4"	5.48	4.73	10.21
6"	5.48	4.73	10.21
8"	5.48	4.73	10.21
10"	5.48	4.73	10.21
12"	5.48	4.73	10.21
16"	5.48	4.73	10.21

Effective for January 1, 2026

Meter Size	Billing & Capital Charge	Commodity Charge	Monthly Minimum Charge
5/8"	5.64	4.88	10.52
3/4"	5.64	4.88	10.52
1"	5.64	4.88	10.52
1-1/2"	5.64	4.88	10.52
2"	5.64	4.88	10.52
3"	5.64	4.88	10.52
4"	5.64	4.88	10.52
6"	5.64	4.88	10.52
8"	5.64	4.88	10.52
10"	5.64	4.88	10.52
12"	5.64	4.88	10.52
16"	5.64	4.88	10.52

Effective for January 1, 2027

Meter Size	Billing & Capital Charge	Commodity Charge	Monthly Minimum Charge
5/8"	5.81	5.02	10.83
3/4"	5.81	5.02	10.83
1"	5.81	5.02	10.83
1-1/2"	5.81	5.02	10.83
2"	5.81	5.02	10.83
3"	5.81	5.02	10.83
4"	5.81	5.02	10.83
6"	5.81	5.02	10.83
8"	5.81	5.02	10.83
10"	5.81	5.02	10.83
12"	5.81	5.02	10.83
16"	5.81	5.02	10.83

Effective for January 1, 2028

Meter Size	Billing & Capital Charge	Commodity Charge	Monthly Minimum Charge
5/8"	5.98	5.17	11.15
3/4"	5.98	5.17	11.15
1"	5.98	5.17	11.15
1-1/2"	5.98	5.17	11.15
2"	5.98	5.17	11.15
3"	5.98	5.17	11.15
4"	5.98	5.17	11.15
6"	5.98	5.17	11.15
8"	5.98	5.17	11.15
10"	5.98	5.17	11.15
12"	5.98	5.17	11.15
16"	5.98	5.17	11.15

Effective for January 1, 2029

Meter Size	Billing & Capital Charge	Commodity Charge	Monthly Minimum Charge
5/8"	6.16	5.33	11.49
3/4"	6.16	5.33	11.49
1"	6.16	5.33	11.49
1-1/2"	6.16	5.33	11.49
2"	6.16	5.33	11.49
3"	6.16	5.33	11.49
4"	6.16	5.33	11.49
6"	6.16	5.33	11.49
8"	6.16	5.33	11.49
10"	6.16	5.33	11.49
12"	6.16	5.33	11.49
16"	6.16	5.33	11.49

Effective for January 1, 2030

Meter Size	Billing & Capital Charge	Commodity Charge	Monthly Minimum Charge
5/8"	6.35	5.49	11.84
3/4"	6.35	5.49	11.84
1"	6.35	5.49	11.84
1-1/2"	6.35	5.49	11.84
2"	6.35	5.49	11.84
3"	6.35	5.49	11.84
4"	6.35	5.49	11.84
6"	6.35	5.49	11.84
8"	6.35	5.49	11.84
10"	6.35	5.49	11.84
12"	6.35	5.49	11.84
16"	6.35	5.49	11.84

Step 1: Effective April 1, 2015

Meter size	Billing & Capital Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month
5/8"	2.75	2.38	5.13
3/4"	2.75	2.38	5.13
1"	2.75	2.38	5.13
1-1/2"	2.75	2.38	5.13
2"	2.75	2.38	5.13
3"	2.75	2.38	5.13
4"	2.75	2.38	5.13
6"	2.75	2.38	5.13
8"	2.75	2.38	5.13
10"	2.75	2.38	5.13
12"	2.75	2.38	5.13
16"	2.75	2.38	5.13

-

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

Step 2: Effective January 1, 2016

Meter size	Billing & Capital Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month
5/8"	3.44	2.97	6.41
3/4"	3.44	2.97	6.41
1"	3.44	2.97	6.41
1-1/2"	3.44	2.97	6.41
2"	3.44	2.97	6.41
3"	3.44	2.97	6.41
4"	3.44	2.97	6.41
6"	3.44	2.97	6.41
8"	3.44	2.97	6.41
10"	3.44	2.97	6.41

PAGE 5 - ORDINANCE NO. _____

12"	3.44	2.97	6.41
16"	3.44	2.97	6.41

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

Step 3: Effective January 1, 2017

Meter size	Billing & Capital Charge \$/Month	Commodity Charge \$/Month	Monthly Charge \$/Month
5/8"	3.67	3.18	6.85
3/4"	3.67	3.18	6.85
1"	3.67	3.18	6.85
1-1/2"	3.67	3.18	6.85
2"	3.67	3.18	6.85
3"	3.67	3.18	6.85
4"	3.67	3.18	6.85
6"	3.67	3.18	6.85
8"	3.67	3.18	6.85
10"	3.67	3.18	6.85
12"	3.67	3.18	6.85
16"	3.67	3.18	6.85

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

Step 4: Effective January 1, 2018

Meter size	Billing & Capital Charge \$/Month	Commodity Charge \$/Month	Monthly Charge \$/Month
5/8"	3.79	3.27	7.06
3/4"	3.79	3.27	7.06
1"	3.79	3.27	7.06
1-1/2"	3.79	3.27	7.06
2"	3.79	3.27	7.06
3"	3.79	3.27	7.06
4"	3.79	3.27	7.06
6"	3.79	3.27	7.06
8"	3.79	3.27	7.06
10"	3.79	3.27	7.06
12"	3.79	3.27	7.06
16"	3.79	3.27	7.06

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

Step 5: Effective January 1, 2019

Meter size	Billing & Capital Charge \$/Month	Commodity Charge \$/Month	Monthly Charge \$/Month
5/8"	3.90	3.37	7.27
3/4"	3.90	3.37	7.27

PAGE 6 - ORDINANCE NO. _____

1"	3.90	3.37	7.27
1 1/2"	3.90	3.37	7.27
2"	3.90	3.37	7.27
3"	3.90	3.37	7.27
4"	3.90	3.37	7.27
6"	3.90	3.37	7.27
8"	3.90	3.37	7.27
10"	3.90	3.37	7.27
12"	3.90	3.37	7.27
16"	3.90	3.37	7.27

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

Step 6: Effective January 1, 2020

Meter size	Billing & Capital Charge \$/Month	Commodity Charge \$/Month	Monthly Charge \$/Month
5/8"	4.02	3.47	7.49
3/4"	4.02	3.47	7.49
1"	4.02	3.47	7.49
1 1/2"	4.02	3.47	7.49
2"	4.02	3.47	7.49
3"	4.02	3.47	7.49
4"	4.02	3.47	7.49
6"	4.02	3.47	7.49
8"	4.02	3.47	7.49
10"	4.02	3.47	7.49
12"	4.02	3.47	7.49
16"	4.02	3.47	7.49

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

Step 7: Effective January 1, 2021

Meter size	Billing & Capital Charge \$/Month	Commodity Charge \$/Month	Monthly Charge \$/Month
5/8"	4.14	3.58	7.72
3/4"	4.14	3.58	7.72
1"	4.14	3.58	7.72
1 1/2"	4.14	3.58	7.72
2"	4.14	3.58	7.72
3"	4.14	3.58	7.72
4"	4.14	3.58	7.72
6"	4.14	3.58	7.72
8"	4.14	3.58	7.72
10"	4.14	3.58	7.72
12"	4.14	3.58	7.72
16"	4.14	3.58	7.72

~~All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.
(Ord. 15-141. Passed 10-13-15.)~~

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 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024 (effective after 30 days)



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: January 10, 2024

Subject: January 22, 2024 Agenda Item –Application for an amendment to the zoning map for 2068, 2056, 2054, 2050 Cleveland Rd. and a vacant lot in-between 2056 & 2068 Cleveland Rd. (parcels 57-03358.000, 57-02994.000, 57-02885.000, 57-02989.000, 57-04471.000)

Item for Consideration: To change the parcels from R1-60 – Single Family Residential Family and R2F – Two Family Residential to RRB – Residential Business.

Purpose: The Bicentennial Vision/ Comprehensive Plan outlines the citywide development for the next ten (10) years. In general, zoning amendments should align with the proposed land uses stated in a Comprehensive Plan. Therefore, the Comprehensive Plan is utilized by staff as one factor when evaluating proposed amendments.

Background Information: Dan McGookey, on behalf of owners Blake McGory, Elaine McGory, Jeffrey Larson, and Ernest & Catherine Ettorre, has applied for a rezoning of the subject parcels from R1-60 – Single Family Residential Family and R2F – Two-Family Residential to RRB – Residential Business for the purpose of allowing transient rental on the property.

The subject properties are adjacent to other R1 – 60 Single Family Zoning districts on the same side of Cleveland Road and GB – General Business across the street. The Cleveland Rd. Corridor is a medium – high intensity commercial corridor. There is a hotel in operation directly across the street from 2050, 2054 Cleveland Rd. and another hotel in operation within 650 feet of all properties on this application. However, the character of the roadway where the homes are located is residential, and the properties are surrounded on the sides and rear by residential homes.

On Wednesday, May 24, 2023, at their regularly scheduled meeting, the Sandusky Planning Commission recommended against the approval of a map amendment to the zoning map for 2068, 2056, 2054, 2050 Cleveland Rd. and a vacant lot in-between 2056 & 2068 Cleveland Rd. (parcels 57-03358.000, 57-02994.000, 57-02885.000, 57-02989.000, 57-04471.000) to rezone the property from R1-60 – Single Family Residential Family and R2F – Two Family Residential to RRB – Residential Business.

This Application for a map amendment was received prior to the City Commission's Moratorium. Therefore, the Moratorium does not apply to this application. Pursuant to Section 1113.04(b) of the Sandusky Codified Ordinances, the City Commission may disapprove or modify the recommendation by the Planning Commission by a vote of not less than three-fourths (3/4) of its entire membership, which is six (6) votes.

Correlation to the Comprehensive Plan: According to the City's Bicentennial Vision Comprehensive Plan, this neighborhood had several strong recommendations that could be addressed by this rezoning. The Bicentennial Comprehensive Plan calls for both support of the tourism industry with the creation of transient rentals and hotel rooms, and the support of housing variety through the preservation of existing housing and the creation of new housing units.

Budgetary Impact: The proposed redevelopment is expected to result in increased property and income revenue for the city.

Action Requested: It is requested that the City Commission follow the recommendation from the Planning Commission and deny the proposed amendment to the zoning map.

Arin Blair, AICP
Chief Planner

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Community Development Director

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

PLANNING COMMISSION REPORT

APPLICATION FOR A MAP AMENDMENT TO THE
ZONING MAP FOR 2068, 2056, 2054, 2050
CLEVELAND RD. AND A VACANT LOT IN-BETWEEN
2056 & 2068 CLEVELAND RD. (PARCELS 57-
03358.000, 57-02994.000, 57-02885.000, 57-
02989.000, 57-04471.000).

Reference Number: PRZ23-0001

Date of Report: May 13, 2023

Amended May 30, 2023

Report Author: Alec Ochs, Assistant Planner



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

Owner: Blake McGory – (2068 Cleveland Rd.)
2605 Merriweather Rd.
Sandusky, OH 44870

Elaine McGory – (2056 Cleveland Rd & vacant lot in-between 2056 & 2068 Cleveland Rd.)
608 Neil St.
Sandusky, OH 44870

Jeffrey Larson – (2054 Cleveland Rd.)
2054 Cleveland Rd.
Sandusky, OH 44870

Ernest & Catherine Ettorre – (2050 Cleveland Rd.)
2050 Cleveland Rd.
Sandusky, OH 44870

Authorized Agent: Dan McGookey – McGookey Law Offices
225 Meigs St.
Sandusky, OH 44870

Site Location: 2068, 2056, 2054, 2050 Cleveland Rd. and a vacant lot in-between 2056 & 2068 Cleveland Rd.
Sandusky, OH 44870

Current Zoning: R2F – Two Family Residential & ~~R1-75~~ R1-60 – Single Family Residential

Surrounding Zoning: North- ~~R2F – Two Family Residential~~ RB – Roadside Business
East- ~~R2F – Two Family Residential~~ R1-60 – Single Family Residential
South- ~~R2F – Two Family Residential~~ R1-60 – Single Family Residential
West- ~~R2F – Two Family Residential~~ R1-60 – Single Family Residential

Existing Use: Residential

Proposed Zoning: RRB – Residential Business

Applicable Plans & Regulations: City of Sandusky Bicentennial Comprehensive Plan
City of Sandusky Planning and Zoning Code Chapters:
1129 Residential Districts

SITE PICTURES

Subject Parcels Outlined in Red:



Zone Map Setbacks



PUD - Planned Unit Development



Parcels



TRO - Transient Rental Overlay



Zoning

AG - Agriculture

CA - Commercial Amusement

CR - Commercial Recreation

CS - Commercial Service

DBD - Downtown Business

GB - General Business

GM - General MAnufacturing

LB - Local Business

LM - Local Manufacturing

P - Auto Parking

PF - Public Facilities

R1-40 - Single Family Residential

R1-50 - Single Family Residential

R1-60 - Single Family Residential

R1-75 - Single Family Residential

R2F Two-Family Residential

RB - Roadside Business

RMF - Multi-Family Residential

RRB - Residential/Business

RS - Residential Suburban

PROJECT DESCRIPTION

The sites 2068, 2056, 2054, 2050 Cleveland Rd. currently have residential structures.

All properties on this application are across the street from a RB – Roadside Business zoning District. Roadside Business Zoning Districts allow transient rental and also low-medium level intensity business uses. The owners / applicant are proposing to amend the zoning map to RRB – Residential Business at all 5 parcels. Residential Business is the most restrictive Zoning District which allows transient rental.

APPLICABLE CODE SECTIONS

CHAPTER 1113

Amendments

Chapter 1113 Amendments, of the Zoning Code states that the Zoning Map may be amended periodically in order to keep it abreast of new zoning techniques, as well as when the following general conditions arise:

- (1) Whenever a general hardship prevails throughout a given district;
- (2) Whenever a change occurs in land use, transportation, or other sociological trends, either within or surrounding the community; and
- (3) Whenever extensive developments are proposed that do not comply but would be in the public interest.

CHAPTER 1129

Residential Districts

1129.03 SCHEDULE OF PERMITTED BUILDINGS AND USES.

RRB	Uses permitted in RMF District.	Accessory uses permitted in RMF District.
	All home offices and occupations.	Accessory (without fee) off-street parking areas.
	Apartment hotels, rooming houses.	

CHAPTER 1107

Definitions

1107.01 (h) (5)

- C. "Apartment hotel" means a unit similar to an apartment house, except that the unit may be used for more or less transient occupancy.

1149.05 SCHEDULE OF REQUIRED OFF-STREET PARKING.

<u>Building or Use</u>	<u>Required Minimum Parking Space</u>
(1) One-family dwelling	2 spaces/dwelling unit x 1

Required Parking Spaces per property: 2

DIVISION OF PLANNING COMMENTS

Staff recommends rezoning applications for the applicant's stated purpose of transient rental be evaluated from a broader perspective of whether the zoning change makes sense for the parcel and the expected future land use of it and the surrounding parcels.

The Cleveland Rd. Corridor is a medium – high intensity commercial corridor. There is a hotel in operation directly across the street from 2050, 2054 Cleveland Rd. and another hotel in operation within 650 feet of all properties on this application.

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

1) Livable City: Top Priorities (summarized)

- a) Support the development and rehabilitation of a variety of housing types that meet the needs of current and future residents including: (...) short-term transient rental.

2) Destination City: Top Priorities (summarized)

- a) Zoning changes to encourage hospitality: Determine appropriate zoning for transient rentals and hotels, and other hospitality development in the city.

3) Vibrant City: Top Priorities (summarized)

- a) Leverage impeding hospitality investments to revitalize Cleveland Rd. Corridor.

4) Connected City: Top Priorities (summarized)

- a) Corridor improvements: example – Cleveland Rd.

Understanding the goals set for this area by the city's Comprehensive Plan and the reasons previously stated in this report the rezoning could satisfy the above conditions.

It is unclear if all property owners are interested in transient rental use, though they did authorize *McGookey Law Offices* to act as their agent to rezone the properties.

Lastly, if the applicant desires these properties to be utilized for transient rental, they each would need their own transient rental application and be thoroughly reviewed by the Code Enforcement Department and the Planning Department.

The decision in this case is a factor of weighing the following:

- A. The demand for long-term housing versus short-term housing in the city, both priorities of the Comprehensive Plan, and
- B. The high-traffic mixed use nature of Cleveland Rd. and its future as a primarily commercial corridor in the city versus the preservation of existing homes for long-term residential.

On May 8, 2023, the Sandusky City Commission passed a moratorium on rezoning properties for the purpose of transient rental use. The moratorium takes affect on June 7th, 2023 and will remain in effect for 18 months unless ended earlier, or extended, by motion and vote of the City Commission. If Planning Commission were to recommend this application for approval, it would not proceed for approval due to the recently passed moratorium.

OTHER DEPARTMENT COMMENTS

Engineering Staff:

Engineering staff asked if Planning Commission would recommend any additional landscape screening requirements on outdoor spaces of transient rental properties that are adjacent to typical residential properties.

Building Staff:

No objections have been received as of the writing of this report

Police Department:

The Police Department has no objections

Fire Department:

No objections have been received as of the writing of this report

CONCLUSION/RECOMMENDATION

Due to its conflict with the moratorium passed by City Commission, staff recommends denial of the proposed amendment to the Zoning Map for 2068, 2056, 2054, 2050 Cleveland Rd. and a vacant lot in-between 2056 & 2068 Cleveland Rd. (parcels 57-03358.000, 57-02994.000, 57-02885.000, 57-02989.000, 57-04471.000). If the Planning Commission were to approve the Zoning Map Amendment, staff recommends it be accompanied by the following conditions:

1. All applicable permits must be obtained through the Building Department, Engineering Department, and any other applicable agency prior to transient occupancy.

**Planning Commission
May 24, 2023
Meeting Minutes**

Meeting Called to Order

Chair McGory called the May 24, 2023, Planning Commission meeting to order at 5:01 pm. The following Commissioners were present: Commissioner Castile, Chair McGory, Vice Chair Miller, Commissioner Poggiali, Commissioner Whelan, and Commissioner Zuilhof. Commissioner Jackson was absent. 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. Brendan Heil was present remotely, via phone, during the meeting.

Approval of Minutes from March 22, 2023

Chair McGory introduced the first item on the agenda, which was the approval of the minutes from the April 25, 2023, Planning Meeting. Commissioner Zuilhof questioned the attendance, and it was determined to be correct. Commissioner Miller made a motion to approve the minutes as presented and Commissioner Poggiali seconded the motion. Chair McGory called for a vote of all those in favor of approving the minutes as presented and the motion passed unanimously.

Public Hearing

2068, 2056, 2054, 2050 Cleveland Road and vacant lot in between 2056 & 2068 Cleveland Road- Zoning Map Amendment.

Dan McGookey, on behalf of Blake McGory, Elaine McGory, Jeffery Larson, and Ernest & Catherine Ettore, has submitted an application for an amendment to the zoning map for 2068, 2056, and 2068 Cleveland Road (parcels 57-03358.000, 57-02994.000, 57-02885.000, 57-02989.000, 57-04471.000). The application is to amend the zoning map from either R2f- two family or R1-60 Single Family Residential to RRB- residential business at the above-mentioned parcels.

Chair McGory stated due to the same last name of the applicants, that he would be abstaining from the vote on these applications. He introduced the application for Cleveland Road and asked for Staff report. Mr. Ochs stated Staff would prefer the Commission to evaluate the applications from a broader perspective of whether the zoning change makes sense for the parcel and the expected future land use of it, and the surrounding parcels. The Cleveland Road Corridor is a medium – high intensity commercial corridor and two hotels were located within a 650ft distance from the parcels listed in the application. The Bicentennial Vision Comprehensive Plan outlined several priorities for the neighborhood. Some of the priorities related to this site are: (1) Livable City: Top Priorities (summarized): Support the development and rehabilitation of a variety of housing types that meet the needs of current and future residents including: (1) short-term transient rental, (2) Destination City: Top Priorities (summarized) Zoning changes to encourage hospitality: Determine appropriate zoning for transient rentals and hotels, and other

hospitality development in the city, (3) Vibrant City: Top Priorities (summarized) Leverage
impeding hospitality investments to revitalize Cleveland Rd. Corridor, (4) Connected City: Top
Priorities (summarized) (a) Corridor improvements: example – Cleveland Road, Understanding
the goals set for this area by the City's Comprehensive Plan and the reasons previously stated in
this report, the rezoning could satisfy the above conditions. It is unclear if all property owners
were interested in transient rental use, though they did authorize *McGookey Law Offices* to act
as their agent to rezone the properties. Lastly, if the applicant desired these properties to be
utilized for transient rental, they each would need their own transient rental application and be
thoroughly reviewed by the Code Enforcement Department and the Planning Department. The
decision in this case is a factor of weighing the following: (A) The demand for long-term housing
versus short-term housing in the city, both priorities of the Comprehensive Plan, and (B) The
high-traffic mixed use nature of Cleveland Road. and its future as a primarily commercial
corridor in the City versus the preservation of existing homes for long-term residential. On May
8, 2023, the Sandusky City Commission passed a moratorium on rezoning properties for the
purpose of transient rental use. The moratorium takes effect on June 7th, 2023, and will remain
in effect for 18 months unless ended earlier, or extended, by motion and vote of the City
Commission. If Planning Commission were to recommend this application for approval, it would
not proceed for approval due to the recently passed moratorium. If approved by the
Commission, Staff asked that the condition of all applicable permits being obtained through the
Building Department, Engineering Department, Division of Planning, and any other applicable
agency be added to approval. Chair McGory asked if there were any questions for Staff. Vice
Chair Miller asked if it were not for the moratorium, would Staff have recommended the
application for approval. Ms. Blair stated possibly from a 20-year standpoint/ future land use
map, she could see these properties being zoned business, but as of right now the area was a
very interconnected residential area. Commissioner Whelan asked if the approval would not
count because of the moratorium. Mr. Ochs stated the application would be paused until the
moratorium was lifted. Commissioner Zuilhof asked for clarification on the moratorium in
connection to the applications. Ms. Blair stated that the requests were directly in conflict with
the moratorium. The moratorium pauses the creation of new transient rental zoning overlay
districts, any expansion of the transient rental overlay district, and any rezoning for the purpose
of the transient rentals. Commissioner Whelan asked Commissioner Poggiali if he would inform
the Commission about the moratorium. Commissioner Poggiali stated that he would be
abstaining from the vote due to a conflict of interest and it would not be appropriate for him to
comment. Chair McGory asked, if procedurally, the application could be taken to City
Commission. Ms. Blair answered there was not sufficient time before the moratorium went into
effect for the application to make the legal requirements of a rezone request. Commissioner
Zuilhof stated that City Commission would need a super majority to override the
recommendation of the Planning Commission. Ms. Blair confirmed that was true. Chair McGory
asked if there was anyone present to speak on behalf of the application. Mr. McGookey was
present to speak on behalf of all property owners. Mr. McGookey stated that the application
would go before the City Commission, no matter what the Planning Commission ruled. The

applicants were entitled to their due process. Mr. Heil, City Law Director, stated based on the timing of when the moratorium would take effect, no more applications would move forward procedurally, so this would not move forward to City Commission. The applicant would have other administrative appeal rights but the way the moratorium was designed and passed, as legislation, basically stopped all applications from proceeding procedurally. If these applications had been received after the effective date of the moratorium, it would not even have come before Planning Commission. Commissioner Zuilhof stated the Commission could not look outside of the request to the moratorium; the job of the Commission was to rule on the application presented to them. Commissioner Castile asked Mr. McGookey based on the Staff reports listed reasons would be a hardship and what would justify a change in zoning because she was not compelled, based on the request, that the rezone was a necessity at present. The only criteria met was in line with the future comprehensive plan. Mr. McGookey stated that it was a close equivalent to Route 250 in Perkins Township and only allowing residential on one side of the road and commercial on the other. Mr. McGookey stated that it was the burden of the government to give a reason why that property could not be used as the property owner was requesting. Mr. McGookey stated the Staff reports confirm that the applications met the Comprehensive Plan. Commissioner Zuilhof stated that zoning districts should not be divided by streets or boundary lines and said these properties were in a relatively stable residential neighborhood. Commissioner Zuilhof worried that a zoning change would negatively impact the neighborhood. Mr. McGookey stated there were commercial properties interspersed throughout the neighborhood currently. Ms. Blair reminded the Commission that the Chair has the power to move the conversation along, and not allow debate to take place. Chair McGory asked if there was anyone else present to speak for or against the applications. Vice Chair Miller stated that if the market was seeking more transient uses, in the past, the Commission looked to zoning and was not compelled to rezone to accommodate additional transient uses. Commissioner Castile asked what the merits were of changing the zoning of these properties. Commissioner Whelan asked if the Commission was changing their standard of what was considered a hardship, particularly in the view of a livable city and he wanted to be consistent. Mr. McGookey reiterated the burden falls to the government to decide whether there's some reason to deny the request. Mr. Heil interjected, saying that he disagreed with Mr. McGookey's argument about the burden being on the government. Mr. Heil continued procedurally that the burden in any rezone request was on the applicant to show why the use would meet the standards in our zoning code for amendments which would specifically be about the public necessity, general welfare, and good zoning practices. Mr. McGookey disagreed with Mr. Heil's assessment. Commissioner Poggiali asked Mr. McGookey how the applicants had been denied the use of their properties. Mr. McGookey answered that the properties were restricted, and they have the right to be given a valid reason of why they can't use their properties as requested on the application. Commissioner Castile asked if a stable residential neighborhood could be used as a valid reason for denial. Chair McGory asked Mr. Heil if the request did not have to meet the all of the zoning guidelines hardships. Mr. Heil answered it was up to the Commission's interpretation of the ordinance.

Commissioner Zuilhof made a motion to deny the application and the motion was seconded by Commissioner Castile.

- A vote was called, Commissioners Castile and Zuilhof voted in favor of the motion, Vice Chair Miller and Commissioner Whelan voted in opposition to the motion, and Chair McGory and Commissioner Poggiali abstained from the vote. The motion did not pass.

Commissioner Zuilhof asked for Mr. Heil's counsel. Mr. Heil stated the motion did not pass, so debate could continue or motion to approve the application could be considered.

Commissioner Whelan stated the Commission should have a real reason to deny the application. Commissioner Zuilhof stated there was strong reason to deny the application because it is in the interest of the community to leave the zoning as currently zoned; because of the public feedback the Commission received- that citizens were unable find permanent housing. Commissioner Castile stated she agreed with Commission Zuilhof and added that there wasn't anything brought in opposition to that reason during the presentation.

Chair McGory asked for another motion. Commissioner Whelan made a motion to approve the application with conditions of Staff and the motion was seconded by Vice Chair Miller.

- A vote was called, Commissioners Castile and Zuilhof opposed the motion, Vice Chair Miller and Commissioner Whelan voted to approve the motion, and Chair McGory and Commissioner Poggiali abstained from the vote. Mr. Heil stated that the motion to approve failed and constituted a denial of the application.

One of applicants spoke up after the vote but did not come to the podium or state his name, he stated that right down the road is an Airbnb and it was not right that they could operate one, but he couldn't. Commissioner Zuilhof stated that could be a Code Compliance issue.

Commissioner Zuilhof stated he wished the applicant had gotten up and spoken during the public hearing. Mr. McGookey stated that all those facts were before the Commission. Chair McGory stated the Commission would be moving forward with the meeting.

Adjudication Hearing

409 Jackson Street- Conditional Use

Ben Cooper, on behalf of 419 Housing, LLC has submitted an application for the conditional use permit at 409 Jackson Street to allow the transient occupancy in a LB- Local Business Zoning District.

Chair McGory swore in all parties and introduced the application for 409 Jackson Street and asked for the Staff Report. Mr. Ochs stated the site was a 2-family residential structure and has 6 off-street parking spaces. The applicant was seeking a conditional use permit to allow 1 of the 2 units to be used for transient rental. Mr. Ochs continued that Staff preferred conditional use permitting in local business districts to allow transient rental cases where the expanded use would foster catalytic projects that provided a greater benefit to the public than the project

would be able to provide without the conditional use. Based on recent policy direction from City Commission regarding transient rentals, Staff did not have a recommendation for the application. Staff asked if the Commission approves the application, that the following conditions be applied: (1) all applicable permits were obtained through all applicable departments and agencies, and (2) the project does not exceed the proposed one transient units. Chair McGory asked if there were any questions for Staff. There were none. Chair McGory asked if there was anyone to speak on behalf of the application. Mr. Ben Cooper, the applicant, was present to speak on behalf of the application. He stated that there were currently (2) long-term tenants, so the transient rental would not take place for possibly a year. The reason for this request was to help with making improvements to his (19) rental properties without him and his partner being forced to raise the rent for their long-term rental tenants. Commissioner Poggiali asked Mr. Cooper if he would go on the record stating that he would not come back to the Commission to get the other rental unit approved as a transient rental. Mr. Cooper stated he would go on the record that he would not bring the other unit back to the Commission for a conditional use of transient rental. Multiple Commissioners voiced their opinion of how the 409 Jackson Street application differed from the previous applications on Cleveland Road; that this property was zoned Local Business and requesting a conditional use and not requesting a zoning amendment/ rezone.

Commissioner Poggiali made a motion to approve the application with Staff conditions and the condition that the lower unit is the only unit that would be approved for conditional use. The motion was seconded by Commissioner Miller.

- A vote was called, and the motion passed unanimously to approve the application.

306 W. Adams Street- Conditional Use

Ben Cooper, on behalf of 419 Housing, LLC has submitted an application for the conditional use permit at 306 W. Adams Street to allow the transient occupancy in a LB- Local Business Zoning District.

Chair McGory introduced the application for 306 W. Adams Street and asked for the Staff Report. Mr. Ochs stated the site was part of a 5-family residential structure. The building footprint was approximately 3,887 sq. ft. and has 6 off-street parking spaces shared with the building to the south. The applicant is seeking a conditional use permit to allow 1 unit to be used for transient rental. The residential structure is across the street from Veterans Park, the County Courthouse and near the Sandusky Library. Based on recent policy direction from City Commission regarding transient rentals, Staff did not have a recommendation for the application. Staff asked if the Commission approves the application, that the following conditions be applied: (1) all applicable permits were obtained through all applicable departments and agencies, and (2) the project does not exceed the proposed one transient units. Chair McGory asked if there was anyone to speak on behalf of the application. Mr. Ben Cooper, the applicant, was present to speak on behalf of the application. Mr. Cooper stated that they were making the request to generate revenue for the property and the unit was vacant. There were (5) units in the building. Mr. Cooper stated he would not feel comfortable stating on the record, as he did on the previous application, to only request one unit to be used as a transient rental but today's request was for just one unit.

Commissioner Zuilhof made a motion to approve the application with Staff conditions and only approval for the unit with the address of 306 W. Adams Street. The motion was seconded by Commissioner Whelan.

- A vote was called, and the motion passed unanimously to approve the application.

Other Business

1702 Campbell Street- Site Plan

Jeff Krabill has submitted an application for a Site Plan at 1702 Campbell Street for a mixed-use development.

Chair McGory introduced the site plan for 1702 Campbell Street and asked for Staff report. Mr. Ochs stated the applicant planned to revitalize the site and make it a mixed-use property. Mixed-use sites would be permitted in this zoning district- if all uses were either a permitted main or accessory use. The applicant proposed to "condoize" the entire building, with 7 condominiums on the top floor of this building, commercial space/restaurant on the main floor and a commercial space/retail on the lower floor. Each unit would be individually owned but the applicant would own the building. The applicant was proposing 82 parking spaces. The parking spaces and driveways would have an area coverage of 36, 044 sq. ft. The applicant was also proposing 4,000 sq. ft. of landscaping. The hours of the site would vary by use. The applicant proposed to provide lighting that fully points away from adjacent residential properties. The applicant has stated that architectural lighting may be used on the building. Chair McGory asked if there were any questions for Staff. Commissioner Zuilhof stated that he cannot properly view the site plan and then asked if the lighting shown on the plans was existing or new and if the lighting would be dark sky compliant. Commissioner Poggiali asked if the applicant would come forward and answer Commissioner Zuilhof's questions. Mr. Jeffery Krabill, the applicant, and Mr. John Feick, the applicant's architect, were present to speak on behalf of the application. Mr. John Feick answered the lighting plan was new and dark sky compliant. Mr. Krabill stated Staff recommended a 5th light fixture, but the applicant was trying to keep the lighting from causing problems with adjacent residential properties.

Commissioner Poggiali made a motion to approve the site plan with Staff conditions and the motion was seconded by Chair McGory.

- A vote was called, and the motion passed unanimously to approve the site plan.

Presentation

Findings from the OSU City & Regional Planning Junior Undergraduate Studio Coursework "Sandusky Climate Migration Adaption Plan."

Ms. Blair explained that Ohio State University reached out to Sandusky to use the City for their project on Climate Migration Adaptation Plan. The Commission would not be voting on this presentation, this was specifically for educational purposes. She continued that the students mission statement is to provide recommendations for the City to enhance the elements of the built and social environments that attract, inspire, and welcome those seeking to rehome in a climate refuge city. Ms. Blair presented the document/ plan to the Commission. The Commission was impressed by the presentation and agreed that Sandusky would be a great city for climate migrants.

Adjournment

Commissioner Poggiali made a motion to adjourn the Planning Commission Meeting and the motion was seconded by Commissioner Castile. The meeting adjourned at 7:24 pm.

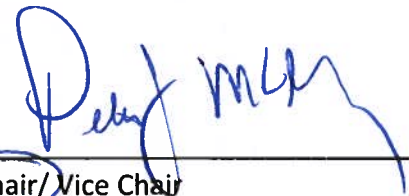
Next Meeting:

June 28, 2023, at 5:00pm.

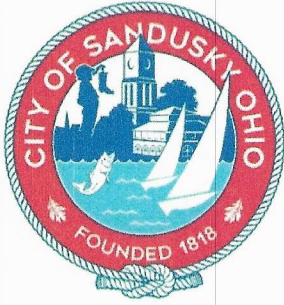
Approved:



Clerk



Chair/ Vice Chair



DEPARTMENT of COMMUNITY DEVELOPMENT

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

May 26, 2023

Dan McGookey – McGookey Law Offices
225 Meigs St.
Sandusky, OH 44870

RE: Zoning Map Amendment – 2068, 2056, 2054, 2050 Cleveland Rd. and a vacant lot in-between 2056 & 2068 Cleveland Rd. (parcels 57-03358.000, 57-02994.000, 57-02885.000, 57-02989.000, 57-04471.000)

This will confirm that the above application was considered by the Sandusky Planning Commission at its meeting on May 24, 2023. After reviewing the application, the Planning Commission has resolved to not recommend approval to the Zoning Map Amendment Application for 2068, 2056, 2054, 2050 Cleveland Rd. and a vacant lot in-between 2056 & 2068 Cleveland Rd. (parcels 57-03358.000, 57-02994.000, 57-02885.000, 57-02989.000, 57-04471.000)

Should you require any further information on this file, please contact Division of Planning at (419) 627 – 5973.

Sincerely,

Alec Ochs
Assistant Planner

ORDINANCE NO. _____

AN ORDINANCE AFFIRMING THE RECOMMENDATION OF THE PLANNING COMMISSION, DENYING THE REQUEST TO AMEND THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE PARCEL NOS. 57-03358.000, 57-02994.000, 57-02885.000, 57-02989.000, AND 57-04471.000 LOCATED ON CLEVELAND ROAD FROM "R1-60" SINGLE-FAMILY RESIDENTIAL DISTRICT AND "R2F" TWO-FAMILY RESIDENTIAL DISTRICT TO "R-RB" RESIDENTIAL-BUSINESS DISTRICT.

WHEREAS, a request was made by Daniel McGookey on behalf of the property owners for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for Parcels Nos. 57-03358.000, 57-02994.000, 57-02885.000, 57-02989.000, 57-04471.000, located at 2068, 2056, 2054, and 2050 Cleveland Road and a vacant lot in-between 2056 & 2068 Cleveland Road, from "R1-60" Single-Family Residential District and "R2F" Two-Family Residential District to "R-RB" Residential-Business District; and

WHEREAS, the request for rezoning was made for purposes of using the properties for transient rental; and

WHEREAS, this request was heard by the Planning Commission at their May 24, 2023, meeting resulting in the Planning Commission's recommendation to **deny** the requested Zone Map Amendment for Parcels Nos. 57-03358.000, 57-02994.000, 57-02885.000, 57-02989.000, 57-04471.000, located at 2068, 2056, 2054, and 2050 Cleveland Road and a vacant lot in-between 2056 & 2068 Cleveland Road; and

WHEREAS, a public hearing on the applicant's request was held by this City Commission at their January 22, 2024, and February 12, 2024, regularly scheduled meetings; 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 affirms the recommendation of the Planning Commission **denying** the requested rezoning of the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, Parcels Nos. 57-03358.000, 57-02994.000, 57-02885.000, 57-02989.000, 57-04471.000, located at 2068, 2056, 2054, and 2050 Cleveland Road and a vacant lot in-between 2056 & 2068 Cleveland Road from "R1-60" Single-Family Residential District and "R2F" Two-Family Residential District to "R-RB" Residential-Business District.

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 shall take effect at the earliest time allowed by Law.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024 (effective after 30 days)

TRANSFERRED

In Compliance with sections
319-202 and 322-02 of the
Ohio Revised Code

RN: 20220647 Page 1 of 3
Erie County Recorder BARBARA A. SESSLER
Recording Fee: \$42.00 Recorded 07/06/2022 12:45:26 PM

Fee: \$93.50
Exempt:
R.E. Transfer Fee: \$280.50
Richard H. Jeffrey
Erie County Auditor
Trans. Fees: : \$0.50
Date: Jul 06, 2022 by EO
eFile#: 21334908

Exhibit "A"

2068 Cleveland Rd.
1/3

WARRANTY DEED

JANICE HIRT, MARRIED; DANIEL NEWMAN, MARRIED; ROBERT NEWMAN, MARRIED; AND McKENZIE WOBSEY, MARRIED, for valuable consideration paid, grant to BLAKE McGORY, whose tax mailing address is 2068 Cleveland Road, Sandusky, Ohio 44870, the following real property:

SEE ATTACHED EXHIBIT 'A'

Prior Deed Reference: RN201608613
Erie County, Ohio Official Records

HARTUNG TITLE ORDER # E-31554111

These premises are transferred with general warranty covenants, excepting therefrom taxes and assessments, both general and special, from the date of the recordation of this deed and thereafter, which Grantee assumes and agrees to pay, easements, restrictions and reservations of record and zoning ordinances, if any.

DAVID M. HIRT, HUSBAND OF GRANTOR, JANICE HIRT; JULIE A. NEWMAN, WIFE OF GRANTOR, DANIEL NEWMAN; KELLY A. NEWMAN, WIFE OF GRANTOR, ROBERT NEWMAN; AND MICHAEL WOBSEY, HUSBAND OF GRANTOR, McKENZIE WOBSEY, release all rights of dower herein.

IN WITNESS WHEREOF, the said JANICE HIRT AND DAVID M. HIRT, WIFE AND HUSBAND; AND DANIEL NEWMAN AND JULIE A. NEWMAN, HUSBAND AND WIFE; ROBERT NEWMAN AND KELLY A. NEWMAN, HUSBAND AND WIFE; AND McKENZIE WOBSEY AND MICHAEL WOBSEY, WIFE AND HUSBAND, acting herein by JANICE A. HIRT, THEIR ATTORNEY-IN-FACT, duly authorized hereto by a Power of Attorney recorded in RN20220647, Erie County, Ohio Official Records; have hereunto set their hands this 6th day of July 2022.

Janice Hirt
Janice Hirt

David M Hirt
David M. Hirt

Janice A. Hirt POA
Janice A. Hirt, Attorney-in-Fact for
Daniel Newman, Julie A. Newman,
Robert Newman, Kelly A. Newman,
McKenzie Wobsey and Michael Wobsey

STATE OF OHIO, COUNTY OF ERIE: ss

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named JANICE HIRT AND DAVID HIRT, HUSBAND AND WIFE; AND JANICE HIRT, ATTORNEY-IN-FACT FOR DANIEL NEWMAN AND JULIE A. NEWMAN, HUSBAND AND WIFE, ROBERT NEWMAN AND KELLY A. NEWMAN, HUSBAND AND WIFE, AND MCKENZIE WOBSEY AND MICHAEL WOBSEY, WIFE AND HUSBAND, who represented to me to be said persons and who signed the foregoing Instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 6th day of July, 2022.

Mary-Beth Windau
Notary Public



MARY-BETH WINDAU
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
JUNE 5, 2023

2068 Cleveland^k
313

Exhibit 'A'

Situated in the City of Sandusky, County of Erie and State of Ohio:

Lot Number One (1) on Ninth Street (or Cleveland Road so-called) in Fred W. Bauer's Subdivision, in the City of Sandusky, Erie County, Ohio as per Plat recorded in Volume 11 of Plats, Page 13, Erie County, Ohio Records. Subject to restrictions of record.

MA

Valant Lot

1/2

QUIT-CLAIM DEED

Elaine F. McGory, unmarried, of Erie County, Ohio, for valuable consideration paid, grants to Elaine F. McGory, Trustee of the Elaine F. McGory Revocable Trust Agreement Dated April 12, 2002, whose tax mailing address is 608 Neil Street, Sandusky, Ohio 44870, the following real property:

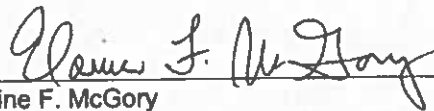
Situated in the City of Sandusky, County of Erie and State of Ohio:

Being Lot Number Two (2) on Ninth Street in Fred W. Bauer's Subdivision, as per plat recorded in Volume 11 of Plats, Page 13, Erie County, Ohio Records.

Prior Deed Reference: RN 128819
Erie County Deed Records

RN 200301093 Page 1 of 2
ERIE COUNTY OHIO RECORDER
Tish Fraley 2P
RECORDING FEE: 14.00
CTR Date 01/17/2003 Time 15:45:00

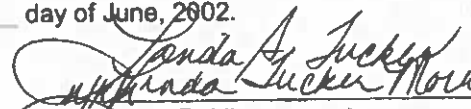
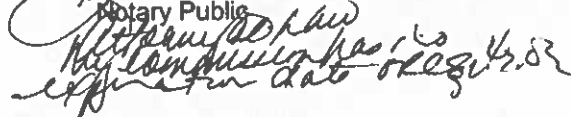
EXECUTED this 5th day of June, 2002.


Elaine F. McGory

STATE OF OHIO, COUNTY OF ERIE: ss

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Elaine F. McGory, unmarried, who, under penalty of perjury in violation of Section 2921.11 of the Revised Code, represented to me to be said person and who signed the foregoing instrument and acknowledged the same as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 5th day of June, 2002.


Linda A. Tucker
Notary Public


MICROFILMED
SCANNED

ERIE COUNTY OHIO RECORDER
RN 200301093 Page 2 of 2

[illegible]

APPROVED as per Erie County Requirements
and Sections 4733-37 thru 4733-37-07 of the
Ohio Administrative Code, 2011, No Field
Verifications for Accuracy made.

Erie County Engineer _____
Date: 11-13-03

2056 Cleveland Rd.
1/2

QUIT-CLAIM DEED

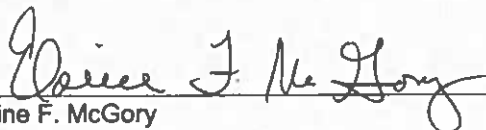
Elaine F. McGory, unmarried, of Erie County, Ohio, for valuable consideration paid, grants to Elaine F. McGory, Trustee of the Elaine F. McGory Revocable Trust Agreement Dated April 12, 2002, whose tax mailing address is 608 Neil Street, Sandusky, Ohio 44870, the following real property:

SEE ATTACHED "EXHIBIT A".

Prior Deed Reference: Vol. 379, Page 200 and Book 073, Page 107
Erie County Deed Records

RN 200301584 Page 1 of 2
ERIE COUNTY OHIO RECORDER
Tish Fraley 2P
RECORDING FEE: 14.00
CTR Date 01/28/2003 Time 14:43:23

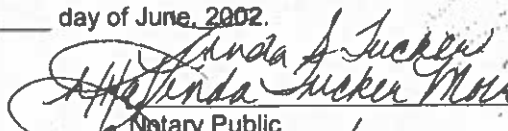
EXECUTED this 5th day of June, 2002.


Elaine F. McGory

STATE OF OHIO, COUNTY OF ERIE: ss

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Elaine F. McGory, unmarried, who, under penalty of perjury in violation of Section 2921.11 of the Revised Code, represented to me to be said person and who signed the foregoing instrument and acknowledged the same as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 5th day of June, 2002.


Notary Public
Attorney at Law
My commission expires 12/31/02



MICROFILMED
SCANNED

2056 Cleveland

OK

2/2

EXHIBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio:

Being the whole of Sublot Number Three (3) on Ninth Street (Cleveland Road) in the Fred W. Bauer Subdivision of Sublots 5-6-7-8 South of Ninth Street and East of Pipe Creek in Original Lot Number 8, Portland Township, now in the City of Sandusky, Ohio.

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.

Erie County Engineer

Date:

1-28-03

This conveyance has been examined and the grantor has complied with sections 310.202 and 322.02 of the Revised Code.	
ITL: \$	
EXEMPT: \$	✓
R. T. TRANSFER: \$	
JUDITH T. HAMMOND Erie County Auditor	
by	BH

Transferred 1/28/03
Judith T. Hammond .50 Fee
ERIE COUNTY AUDITOR BH

2054 Cleveland Rd.
1/3

Transferred
Section 322-02 of the
Revised Code.
Exempt: ☒
R.E. TRANSFER:
Richard H. Jeffrey
Erie County Auditor
Trans. Fees: \$
3-15-21
Date: 3-15-21
By: [Signature]
Per O.R.C. 319.203
Erie County Auditor
Date 3-15-21
[Signature]

Quit Claim Deed

Know All Men By These Presents,

That, **JEFFREY C. LARSEN**, divorced, AND **CHRISTINE LARSEN**, divorced, the Grantors, who claims title by or through instrument recorded in the Erie County Deed Records Volume 522, Pages 802 and 803, Erie County Recorder's Office, for valuable consideration paid, does hereby transfer, remise, release, and forever quitclaim to **JEFFREY C. LARSEN**, the Grantee, whose Tax Mailing Address is 2054 Cleveland Road, Sandusky, OH 44870 all of her undivided interest in the following described real property:

See Attached Exhibit "A"

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said Grantee, his heirs and assigns, so that neither the said Grantors, nor their heirs, nor any other persons claiming title through or under, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand, the 10th day of March, 2021.

Christine Larsen
CHRISTINE LARSEN

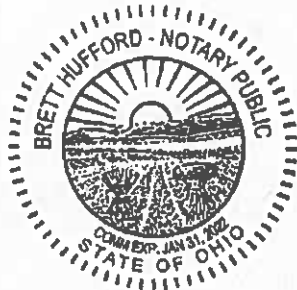
2054 Cleveland Rd 2/3

State of Ohio)
) > ss.
 County of Sandusky)

Before me a Notary Public in and for said County and State, personally appeared the above named **CHRISTINE LARSEN**, who acknowledged that he did sign the foregoing instrument and that the same is her free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal this 10th *day of*
March, 2021.

This is an acknowledgment clause. No oath or affirmation was administered to the signor.



Brett Hufford
 Notary Public

My Commission Expires: 01/31/2021

This instrument prepared by:
 Duane L. Galloway, Esq.
 DUANE L. GALLOWAY & ASSOCIATES
 538 Huron Avenue
 Sandusky, OH 44870
 (419) 626-8630

2054 Cleveland Rd.
3/3

EXHIBIT "A"

Situated in the City of Sandusky, County of Erie and State of Ohio and described as follows:

Being the whole of sub-lot Number four (4) on Ninth Street (Cleveland Road) in the Fred W. Bauer Subdivision as per plat recorded in Volume 11 of Plats, page 13, Erie County, Ohio records.

Prior Deed Reference: Volume 522, Pages 802 and 803

Permanent Parcel No. 57-02989.000

Commonly known as 2054 Cleveland Road, Sandusky, Ohio 44870

2056 Cleveland R.

1/2

EXHIBIT A - LEGAL DESCRIPTION**Tax Id Number(s): 5704471000****Land Situated in the City of Sandusky in the County of Erie in the State of OH****BEING LOT NUMBER FIVE (5) IN FRED W. BAUER'S SUBDIVISION OF SUB-LOTS 5-6-7-8, SOUTH OF NINTH STREET (CLEVELAND ROAD SO-CALLED) AND EAST OF PIPE CREEK IN ORIGINAL LOT 8 PORTLAND TOWNSHIP, NOW IN THE CITY OF SANDUSKY, OHIO. NOW SAID LOT BEING 66 FEET FRONTING ON NINTH STREET AND EXTENDING SOUTHERLY THE SAME WIDTH A DISTANCE OF TWO HUNDRED (200) FEET;****EXCEPTING THEREFROM THE FOLLOWING:****SITUATED IN THE COUNTY OF ERIE IN THE STATE OF OHIO AND IN THE CITY OF SANDUSKY AND BEING THE SOUTHERLY 1.00 FOOT OF SUB-LOT 5 IN THE FRED W. BAUER'S SUBDIVISION, SECOND WARD, OF PARTS OF O.L. NOS 5,6,7 AND 8 EAST OF PIPE CREEK.****THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES.****NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.****Commonly known as: 2050 Cleveland Road , Sandusky, OH 44870**

2050 Cleveland Rd
2/2STATE OF OHIO, ^{CWO}~~Erie~~ Cuyahoga

County ss:

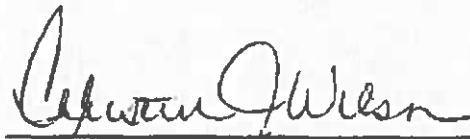
This instrument was acknowledged before me this
Ernest A. Ettorre and Catherine A.
Ettorre, husband and wife

3rd day of November, 2015 by

My Commission Expires:

April 3, 2017

Notary Public

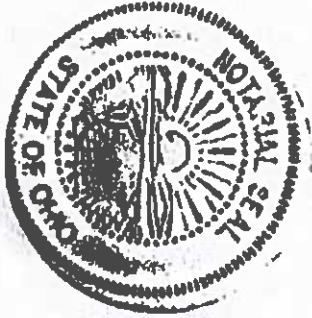

 Christine A. Wilson

Christine A. Wilson

Notary Public, State of Ohio

My commission expires April 3, 2017

Recorded in Portage County



This instrument was prepared by
Ursula R McCray
1050 Woodward Ave
Detroit, MI 48226-1906
(313)373-0000

Loan origination organization Quicken Loans Inc.
NMLS ID 3030
Loan originator Alfonso Messina
NMLS ID 198487

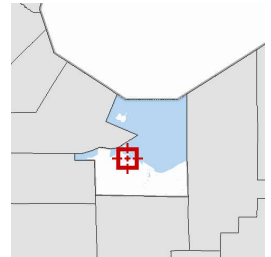
OHIO-Single Family-Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP ©
Wolters Kluwer Financial Services



Form 3036 1/01
VMP6A(OH) (1302).00
Page 18 of 18



Overview



Legend

- Parcels
- Streets
- Addresses
 - 0
 - 1
 - <all other values>

Date created: 1/16/2024
Last Data Uploaded: 1/16/2024 7:00:29 AM

Developed by Schneider
GEOSPATIAL

Exhibit "B"



COMMUNITY DEVELOPMENT

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

To: John Orzech, City Manager

From: Arin Blair, Chief Planner

Date: February 13, 2024

Subject: Commission Agenda Item – Amendment # 1 to Professional Design Services Agreement with OHM Advisors for the Sandusky Wheels Park Design and Construction Documentation

ITEM FOR CONSIDERATION: Request for legislative approval for Amendment #1 to Professional Design Services Agreement with OHM Advisors of Cleveland, Ohio for Sandusky Wheels Park Design and Construction Documentation.

BACKGROUND INFORMATION: The City Commission approved a Professional Design Services Agreement with OHM Advisors of Cleveland, Ohio, for The Sandusky Wheels Park Design and Construction Documentation on September 11, 2023, under Ordinance number 23-188. Although the project will be managed and inspected with Public Works staff, it is necessary to retain the consultant for contractor inquiries related to design intent. Additionally, OHM has retained a subconsultant who will perform required concrete testing for compliance with the specifications to ensure quality of the materials used in construction.

BUDGETARY INFORMATION: The original cost of the services was \$49,700 and with this proposed amendment for an additional \$15,000, the revised not to exceed cost for the agreement is \$64,700. This cost includes all normal reimbursable expenses and will be funded by American Rescue Plan Act Stimulus funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared to grant Amendment #1 to the Professional Design Services Agreement with OHM Advisors for the Sandusky Wheels Park Design and Construction Documentation for an additional amount of \$15,000, and that the necessary legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter to allow for continued services during construction activities which are expected to begin in March.

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: OHM Amend Wheels Park

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

Account #240-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/21/24

ORDINANCE NO. _____

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

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

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

WHEREAS, this City Commission approved a Professional Design Services Agreement with OHM Advisors of Cleveland, Ohio, for the Sandusky Wheels Park – Design and Construction Documentation Project for construction documents and bidding by Ordinance No. 23-188, passed on September 11, 2023; and

WHEREAS, OHM Advisors will be providing additional services for the Sandusky Wheels Park Design and Construction Documentation Project involving construction administration and construction material testing, 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 original cost of the professional design services was \$49,700.00 and with this Amendment in the amount of \$15,000.00, the revised total cost is \$64,700.00 and will be paid with American Rescue Plan Act (ARPA) Stimulus Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for continued services during construction activities which are expected to begin in March 2024; and

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

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

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

Amendment to the Agreement with OHM Advisors of Cleveland, Ohio, for Professional Design Services for the Sandusky Wheels Park Design and Construction Documentation Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00), resulting in a revised total not to exceed Sixty-Four Thousand Seven Hundred and 00/100 Dollars (\$64,700.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024

**FIRST AMENDMENT TO THE AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES**

This First 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 OHM Advisors (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name:	Sandusky All Wheels Park
City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer:	OHM Advisors
Contact:	Russ Critelli
Address:	6001 Euclid Avenue, Suite 130 Cleveland, Ohio 44103

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on September 13, 2023, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Design Services Amendment executed on _____, between the City and OHM Advisors for a revised fee not to exceed \$64,700.

Signature Page to Follow

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

OHM Advisors
("Architect/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: Sandusky Wheels Park

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

January 26, 2023

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

RE: Sandusky Wheels Park Design and Construction Documentation – Additional Services
Proposal #22209-A

Dear Arin:

OHM Advisors (OHM, Consultant,) is grateful for the opportunity to continue working with the City of Sandusky (City, Client,) on the implementation of the new All Wheels Park. This proposal represents our understanding of the project, work plan, schedule and cost of services.

Understanding

OHM will provide construction administration and material testing services as needed by the City throughout the duration of the project construction, anticipated to be spring / summer 2024.

Work Plan

Task #1 – Construction Administration (OHM)

- Answer contractor RFI's and review submittals and shop drawings.
- Attend construction meeting and observation site visits, as requested by the City.
 - Construction meeting will include discussion of progress since the previous meeting, work scheduled for the current week, questions, issues, concerns, and proposed resolutions.
 - Immediately prior to or following the meeting, an OHM representative will walk the construction site, and observe work that has been completed since the previous visit and is visible at the time of the current site visit. The observation will include review of materials, execution of the design, and workmanship.
- Meetings:
 - (1) punch list review meeting.
 - Construction meetings as requested.
- Deliverables:
 - Responses to RFI's, shop drawings, and submittals.
 - Site Visit and punch list report.



Task #2 – Construction Material Testing (Intertek PSI)

- Structural concrete inspection, sampling and testing:
 - Review concrete mix designs for compliance with project specifications.
 - Inspect the installation of reinforcing steel and anchor bolts prior to the placement of concrete.
 - Sample and test plastic concrete and mold compressive strength cylinders for structural concrete.
 - Testing of the plastic concrete includes measurement of its slump, air content, and temperature.
 - Perform laboratory compressive strength tests on cured concrete cylinders.
 - Report the results of the field and laboratory tests to the City, Contractor, and OHM Advisors.
- Shotcrete inspection, sampling and testing:
 - Review concrete mix designs for compliance with project specifications.
 - Sample and test plastic concrete. Testing of the plastic concrete includes measurement of its slump, air content, and temperature.
 - Extract cores from panels prepared by the contractor and test cores for compressive strength.
- Meetings: None.
- Deliverables: Concrete test reports.

Compensation and Timetable

OHM Advisors will provide the above-outlined professional services in accordance with the following hourly, not-to-exceed fee schedule and in accordance with the attached Exhibit 'C' – OHM Rate Schedule, and Exhibit 'D' – PSI Rate Schedule.

Task	Hourly Not to Exceed Fee
Task #1: Construction Administration	\$ 7,000
Task #2: Construction Material Testing	\$ 8,000
Total:	\$ 15,000

Clarifications and Assumptions

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



Authorization

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

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

Sincerely,

OHM Advisors

Authorization to Proceed:
City of Sandusky

Jeremy Hinte, PLA, ASLA, Project Manager

jeremy.hinte@ohm-advisors.com

D: 216.865.1337 C: 216.339.7412

Signature

Date

Russ Critelli, PE, PMP, Principal

Russ.Critelli@ohm-advisors.com

D: 216.865.1336 C: 216.346-2637

Printed Name

Title

EXHIBIT "A"



OHM ADVISORS 2024 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$200.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$182.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$168.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$156.00
Project Specialist III	\$185.00
Project Specialist II	\$165.00
Project Specialist I	\$135.00
Graduate Engineer IV	\$158.00
Graduate Engineer III	\$150.00
Graduate Engineer II	\$145.00
Graduate Engineer I	\$135.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$145.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$128.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$118.00
Technician IV	\$153.00
Technician III	\$135.00
Technician II	\$120.00
Technician I	\$102.00
Engineering / Architectural / Interior Design Aide	\$80.00
Professional Surveyor III	\$175.00
Professional Surveyor II	\$162.00
Professional Surveyor I	\$146.00
Graduate Surveyor	\$132.00
Surveyor III	\$135.00
Surveyor II	\$120.00
Surveyor I	\$105.00
Surveyor Aide	\$80.00
Planner IV	\$170.00
Planner III	\$153.00
Planner II	\$129.00
Planner I	\$110.00
Planner Aide	\$75.00
Graphic Designer	\$125.00
Administrative Support	\$95.00
Clerical Aide	\$80.00
Principal	\$235.00
Sr. Associate	\$215.00
Associate	\$205.00

Rates as reflected subject to review and adjustment on an annual basis.
2024 Public Rates 23-1219



Professional Service Industries, Inc.
5555 Canal Road Cleveland, Ohio 44125
P: 216.447.1335

SANDUSKY ALL WHEELS PARK – OHM ADVISORS

PSI 2024 SCHEDULE OF FEES

PSI Proposal No. 0141-416515

FIELD TESTING SERVICES:

Concrete:

Engineering Technician..... Per Hour \$ 55.00

Vehicle Transportation (portal-to-portal):

..... Per Trip \$ 85.00

LABORATORY TESTING SERVICES

Compression Test Concrete – ASTM C-39 \$ 18.00 Each
(Includes molds, curing, capping and testing)

Compression Test Shotcrete Cores – ASTM C-42 \$ 65.00 Each
(Includes curing, capping and testing)

ENGINEERING SERVICES (Services including site visits, engineering analysis & consulting)

Clerical..... Per Hour \$ 45.00

Project Manager Per Hour \$ 100.00

Professional Engineer, P.E. Per Hour \$ 120.00

REMARKS:

Services and fees not listed above will be quoted upon request. A per diem charge, if applicable, will be added. A two-hour project manager fee will be charged for initial project set-up. All technician charges are a minimum of four (4) hours and are portal to portal. Pick-up of concrete or soil samples will be billed on an hourly rate of the engineering technician. Interest may be added to delinquent accounts at the rate of one and one-half (1 ½) percent for each month of delinquency. The above unit prices are subject to six (6) percent increase one (1) year from the date of this proposal.

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of receipt of invoice.

Overtime rates will be applicable for services performed outside 7:00 a.m. and 5:00 p.m., Monday through Friday; for all hours worked on Saturdays, Sundays and holidays; and for all work in excess of 8 hours per day. The rate will be 1.5 times the applicable hourly rate.

Engineering time of one-half (0.5) hour (at project manager rate) and clerical time of two-tenth (0.2) hour, per technician day will be included for report review, data evaluation and contract administration. Engineering time of up to one-half (0.5) hour (at project manager rate) and clerical time of up to two-tenth (0.2) hour, per laboratory report will be included for report review, data evaluation and contract administration.

Scheduling or cancellation of field testing and observation services is required **no later than 4 PM through the Cleveland PSI office the working day prior** to the date the services are to be performed. **Services cancelled without advance notice will be assessed a minimum 4-hour charge.** Same day service may be billed at the overtime rate according to availability of personnel. Allow three working days for tests and evaluation of soil samples. Less than 24 hour notice for laboratory testing may result in a "rush" charge of 1.5 times the regular rate.

Miscellaneous materials and supplies, not normally provided such as tapes, rules, survey ribbon, photographic film, patching materials, etc., required to complete the assigned tasks will be charged to the client at cost + 15%.

Please note that PSI reserves the right to withhold all reports until such time as we receive a signed Contract Acceptance Order or other written authorization to proceed with the work as outlined. Issuance of Final Reports is subject to full payment of outstanding invoices.

Curing box and a source of electricity for climate control is the responsibility of the contractor. Security against theft or damaging of the curing box or the specimens within is the responsibility of the contractor.



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

Date: February 14, 2024

Subject: Commission Agenda Item – 2024 Five-Year Capital Improvement Plan

ITEM FOR CONSIDERATION: Approval of the 2024 Five-Year Capital Improvement Plan

BACKGROUND INFORMATION: In July of 2016, the Sandusky City Commission approved the first city-wide Five-Year Capital Improvement Plan (CIP), developed to track proposed capital expenditures over the subsequent five-year period. The CIP is intended to serve as a comprehensive document to help every stakeholder and resident in the City of Sandusky understand where the city administration proposes to implement needed and desired projects based on several factors, including various planning documents maintained by staff. Secondly, the CIP can be utilized internally as an additional budgeting tool to help ensure responsible, appropriate, informed, and reasonable expenditures of funds without overspending in those accounts. As new funding sources become available, such as the stimulus funds or new parking and admissions tax, or as the funding becomes obsolete, such as stimulus funds after 2024, those changes are also incorporated into the comprehensive document.

A draft CIP was sent to members of the Finance Committee on February 9, 2024 for review and to provide feedback at the Finance Committee meeting on February 16, 2024. Additionally, all city departments have reviewed the draft CIP for consistency. Staff have worked very hard to update images **that** more accurately reflect priorities over the past couple of years. All feedback received to date has been incorporated into the document.

BUDGETARY INFORMATION: There is no budgetary impact to approve the CIP at this time. Costs will be allocated to the appropriate funds as individual projects are presented for a vote at City Commission meetings. It is important to note that approval of the Plan is not an approval of each project; the costs included are budgetary numbers that will change as projects are designed and publicly bid.

ACTION REQUESTED: It is requested that City Commission approve the proposed 2024 Five-Year Capital Improvement Plan and that necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to allow staff to proceed immediately with certain projects whose early bid dates will allow for significant cost savings.

I concur with this recommendation:

John Orzech
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THE 2024 FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved and adopted the first city-wide Five-Year Capital Improvement Plan for the City of Sandusky by Ordinance No. 16-104, passed on July 11, 2016; and

WHEREAS, the Five-Year Capital Improvement Plan was developed to track proposed capital expenditures over the subsequent five-year period and is utilized internally as an additional budgeting tool to help ensure appropriate, informed and reasonable expenditures of funds from which capital dollars are allocated; and

WHEREAS, this proposed 2024 Five-Year Capital Improvement Plan was distributed to members of the Finance Committee on February 9, 2024, for review and to provide feedback at their meeting on February 16, 2024, and has been reviewed by Staff and all feedback received to-date has been incorporated into the document, and this Plan will continue to be updated annually during the budgeting process; 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 approve and adopt the Plan and immediately move forward with projects included in the Plan; and

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

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

Section 1. This City Commission approves and adopts the 2024 Five-Year Capital Improvement Plan, 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 26, 2024



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: February 14, 2024

Subject: Commission Agenda Item – Consent to enter into an agreement with ODOT and for payment for Urban Paving Project

ITEM FOR CONSIDERATION: Legislation authorizing the City to enter into a contract with the Ohio Department of Transportation (ODOT) to complete the Resurfacing-Urban Paving City of Sandusky Project - ERI-006-06.41 from (Venice Rd) to 11.34 (Sandusky ECL) ERI-250-0.00 (Concrete Repairs) (Sycamore Line/Cleveland Rd) to 0.49 (Butler St) and to expend the necessary funds for the City's share of the project. Preliminary legislation was passed by the City Commission on November 13, 2023, Resolution 051-23R.

BACKGROUND INFORMATION: Per state law, maintenance of state routes and US routes within the municipal corporation limits are the responsibility of the municipality. However, ODOT began a state-wide Urban Paving program several years ago that would allocate funds towards resurfacing of dedicated state routes. To prioritize these projects, ODOT completes a pavement analysis on all state routes on a routine basis, and all of State Route 6 within the corporation limits were scheduled for reconstruction between 2024 and 2026.

In 2019, ODOT agreed to pay 80%, with the City agreeing to pay 20%, of the roadway resurfacing and construction inspection costs, which include pavement planning, asphalt overlay, shoulder treatments on Cleveland Road, height adjustments to existing guardrail, pavement markings, temporary and fast dry concrete, adjustments to utility castings, mailbox supports and approaches, and work zone signs.

All other items, such as curbs, gutters, curb ramps, base repairs or any alterations for roadway improvements would be completed at 100% cost to the City. In addition to replacement of some of the concrete on side streets (within the Cleveland Road right of way), City staff requested additional curb repairs along the concrete portion of Sycamore Line and along Washington Park. Unfortunately, the project will not be able to replace all of the damaged curb along the entire project, but we will do as much as possible with the money allocated for the project.

Per the City's request several years ago, ODOT agreed to include concrete repairs on Milan Road between Sycamore Line and the Butler Street overpass at a 50% cost to the City.

ODOT has assumed full responsibility for design costs and will act as the lead agency to administer the project during construction. Public Works will have an engineer and inspector available as well as field crews for any decisions to ensure the project creates as little impact to the public as possible. To date, staff from Engineering, Street, Sewer, and Water departments have been heavily involved in the

planning and design process. These divisions with Public Works have been in the process of repairing known failing underground infrastructure within work limits to minimize excavation within the reconstructed roadway.

Bids will be accepted by ODOT on April 4, 2024 so all contract documents must be sent to ODOT prior to March 22, 2024. When a more detailed schedule is created by the contractor, staff we will make sure to notify the general public and City Commission proper media.

BUDGETARY INFORMATION: The final engineer's estimate is \$1,668,377.00 for construction and \$115,453.00 for construction engineering, of which the City's portion is \$668,205.00. A portion of this will be paid with funding made available through the Ohio Public Works Commission (OPWC), which will be drawn directly by ODOT. These estimates are prepared by ODOT's Central Office based on final plan design and are non-negotiable for the project to move forward. The 5-year capital improvement plan breaks down payment accordingly:

ODOT	\$1,115,625.00
OPWC Grant	\$ 175,000.00
<u>Capital Projects Funds (Street)</u>	<u>\$ 493,205.00</u>
Total	\$1,783,830.00

ODOT's policy is to collect the full payment from the local agency prior to entering into an agreement with the low bidder. They have requested payment and all documentation no later than March 22, 2024. The amount requested from ODOT is based on the final design, whereas resolution 051-23R was a budgetary number based on preliminary design.

ACTION REQUESTED: It is recommended that an ordinance authorizing the City to enter into a contract with the State of Ohio and to expend funds in the amount of \$493,205.00 for the completion of the Resurfacing-Urban Paving City of Sandusky Project - ERI-006-06.41 from (Venice Rd) to 11.34 (Sandusky ECL) ERI-250-0.00 (Concrete Repairs) (Sycamore Line/Cleveland Rd) to 0.49 (Butler St) 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 return the executed contract and provide payment to ODOT prior to the March 22, 2024 deadline.

I concur with this recommendation:

John Orzech
City Manager

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

**OHIO DEPARTMENT OF TRANSPORTATION
ACCOUNT RECEIVABLE**

Make check payable to: Treasurer of State

Mail to: **Helene Ware**

Project Coordinator / Funding Analyst
Ohio Department of Transportation
Office of Contract Sales & Estimating - #4110
1980 West Broad Street, 4th Floor
Columbus, Ohio 43223

PID No. 103704
Invoice No. 11747

To: **City of Sandusky**
240 Columbus Avenue
Sandusky, Ohio
44870

Federal Project No. E081092
Erie County
City of Sandusky
U.S. 6 / U.S. 250

PLEASE ENCLOSE A COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE

Proposal of Participation	Type of Agreement	Amount
		\$493,205.00
Contract amount	\$443,715.13	
ODOT Engineering amount.	\$ 49,489.87	

Contract Total.	\$668,205.00	
Less OPWC.	\$175,000.00	

For the improvement of that portion of **U.S. 6 / U.S. 250**, more particularly described as follows:

The project consists of improvements to U.S. Route 6 (S.L.M. 3.64- 5.61) from the west corporation limit to just east of Edgewater Avenue and U.S. Route 250 (S.L.M. 0.00-0.49), including pavement planing, partial & full depth pavement repair, resurfacing, pavement markings, sidewalk, curb ramps, and drainage upgrades, lying within the City of Sandusky.

Total Amount Due	\$493,205.00
-------------------------	---------------------

Ohio Department of Transportation

E-SIGNED by Nathan Fling
on 2024-02-12 12:52:55 GMT

By: _____

Administrator, Office of Contract
Sales & Estimating

CERTIFICATE OF FUNDS

In the Matter of: ODOT Urban Paving Project

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

Account #431-6200-55990, 239-6110-55990, 431-6110-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/21/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE ODOT RESURFACING - URBAN PAVING CITY OF SANDUSKY PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to State law, maintenance of State routes and U.S. routes within a municipal corporation limits are the responsibility of the municipality, however, the Ohio Department of Transportation (ODOT) began a State-wide Urban Paving program several years ago that allocates funds towards resurfacing of dedicated State routes and to prioritize these projects, ODOT completes a pavement analysis on all State routes on a routine basis and all of State Route 6 within the corporation limits is scheduled for reconstruction between 2024 and 2026; and

WHEREAS, the ODOT Resurfacing - Urban Paving City of Sandusky Project consists of improvements to U.S. Route from the west corporation limit to just east of Edgewater Avenue and U.S. Route 250, including pavement planning, partial and full depth pavement repair, resurfacing, pavement markings, sidewalk, curb ramps, and drainage upgrades, lying within the City of Sandusky; and

WHEREAS, the City Commission previously adopted the preliminary legislation submitted by the Director of the Ohio Department of Transportation for the ODOT Resurfacing - Urban Paving City of Sandusky Project, PID No. 103704, by Resolution No. 051-23R, passed on November 13, 2023; and

WHEREAS, pursuant to the preliminary legislation, ODOT agreed to pay 80% with the City agreeing to pay 20% of the roadway resurfacing and construction inspection costs, which include pavement planning, asphalt overlay, shoulder treatments on Cleveland Road, height adjustments to existing guardrail, pavement markings, temporary and fast dry concrete, adjustments to utility castings, mailbox supports and approaches, and work zone signs; and

WHEREAS, all other items, such as curbs, gutters, curb ramps, base repairs or any alterations for roadway improvements will be completed at 100% cost to the City including the replacement of some of the concrete on side streets (within the Cleveland Road right-of-way) and additional curb repairs along the concrete portion of Sycamore Line and along Washington Park as requested by the City; and

WHEREAS, additional requests by the City previously agreed to by ODOT include concrete repairs on Milan Road between Sycamore Line and the Butler Street overpass and will be completed at a 50% cost to the City; and

WHEREAS, the final estimated project costs are \$1,668,377.00 for construction and \$115,453.00 for construction engineering for a total of \$1,783,830.00 of which \$1,115,625.00 will be paid with funds from the Ohio Department of Transportation, \$175,000.00 will be paid with funds available through the Ohio Public Works Commission (OPWC), and the remaining balance of \$493,205.00 will be paid with Capital Projects Funds; and

5-YEAR CAPITAL IMPROVEMENT PLAN



2024



INDEX

Introduction	1
Frequently Asked Questions (FAQs)	2 – 6
Financial Governance	6
Fund Numbers, Codes and Abbreviations	7
Funding Sources	8 – 9
Summary by Funding Sources	10
Five-Year Summary of Funding Sources	11
Project by Category	12
Summary by Category	13
Five-Year Summary by Category	14
Projection for Economic Development	15
Projection for Neighborhoods	16 – 17
Projection for Provisions	18 – 20
Projection for Recreation, Parks & Pathways	21 – 23
Projection for Sewer	24 – 25
Projection for Streets	26 – 28
Projection for Technology	29
Projection for Water	30 – 32
Contributors by Department and Projection – Administration	33 – 35
Contributors by Department and Projection – Community Development	36 – 38
Contributors by Department and Projection – Fire	39 – 40
Contributors by Department and Projection – Police	41 – 42
Contributors by Department and Projection – Recreation	43 – 45
Contributors by Department and Projection – Public Works	46 – 51

INTRODUCTION

The City of Sandusky's 5-year Capital Improvement Plan (CIP) plays a vital role in maintaining and improving the city's infrastructure to meet the needs of its residents and visitors. The CIP facilitates the orderly planning of infrastructure improvements and helps maintain, preserve, and protect our existing system, while also providing for the construction of new projects and the acquisition or replacement of necessary equipment. The goal is to use the CIP as a tool to implement the City's various Master Plans, goals, objectives, policies, and to aid in financial planning.

The Capital Improvement Plan not only benefits the city by providing a long-term perspective on development and budgeting, but it also promotes coordination of various projects.

Having a Capital Improvement Plan helps the City, its residents, and the City Commission take a long-range view of their future activities and responsibilities.

The annual budget for the City of Sandusky is divided into two main parts:

Operation and Maintenance (O&M): These expenses are vital to the success of the City and include employee wages & benefits, along with various items that are necessary to support both residents and employees of the City. From adequate supplies to up-to-date training and licensing, many everyday expenses fall under O&M. "Supplies" may refer to resources used to treat drinking water or protective gear used by safety forces in an emergency. Although the details of O&M are not included in this report, they are an important part of the annual budget.

Capital: **Capital assets** are items, (i.e., land, buildings, vehicles, equipment, software, art, historical treasures) with a useful life spanning beyond a single reporting period. **Capital infrastructure** refers to fundamental structures or facilities, (i.e., roads, bridges, traffic lights, multiuse paths, water & sewer systems, shoreline protection), that are needed for the operation of the City and can be preserved for a significantly greater number of years. It should be noted that the CIP does not only incorporate improvements that can be capitalized, but it also includes other items that do not also fit into O&M budget, like some of the programming, planning, or development.

FREQUENTLY ASKED QUESTIONS (FAQS)

How does the City prioritize capital projects?

Deciding which projects receive attention takes careful consideration. Here are a few keys steps in the process:

Planning and Analysis: In accordance with existing planning documents, key players determine which needs and goals take priority and City staff collaborate to develop a synchronized plan. **Here is a list of planning documents currently in use by the City:**

Planning Document	Department/Division	Year
Five-Year Capital Improvement Plan	Public Works	Annually
CDBG – Annual Action Plan	Planning	Annually
Sandusky Public Art Work Plan	Planning	Annually
Pavement Condition Rating	Public Works	2024
Firelands Regional Housing Needs Assessment	Firelands Forward	2023
Sandusky Fire Department Master Plan	Fire	2023
South Side Neighborhood Plan	Planning	2023
Water Distribution System Study AKA Model	Public Works	2023
Downtown Master Plan	Planning	2021
Sandusky Bay Pathway	Public Works	2018
Sandusky Public Art and Placemaking Plan	Planning	2018
Downtown East Bay Plan	Planning	2017
Jackson Street Pier Plan	Planning	2017
Landing Park Master Plan	Public Works	2017
Sandusky Neighborhood Initiative (SNI)	Planning	2017
Bicentennial Vision – Strategic Plan	Planning	2016
Bicentennial Vision – Comprehensive Master Plan	Planning	2016
Zoning Map	Planning	2015
Bayfront Corridor Plan	Planning	2015
Thriving Communities Housing Survey	Planning	2015
Water Quality Study for Disinfection Byproducts and Algae Toxins	Public Works	2015
2040 Long Range Transportation Plan	Erie County Planning	2015
CDBG – Five-Year Consolidated Plan	Planning	2014
Downtown Parking Study	Planning	2014
Tree Inventory	Erie County Planning	2014
Bicycle and Pedestrian Plan	Erie County Planning	2014

Safe Routes to Schools	Planning	2013
Sidewalk Inventory	Erie County Planning	2013
Lion's Park Master Plan	Planning	2009
Big Island Water Works Source Water Intake Study	Public Works	2009
Water Distribution System Study AKA Model	Public Works	2023
Master Water Plan	Public Works	1998
CSO General Plan	Public Works	1997

Collaboration: Multiple perspectives are vital to building a successful plan. Local business owners, resident groups and other community-based organizations are given the opportunity to voice concerns and recommendations and to determine final outcomes.

Comparison: Prior to finalizing a plan, the City works with various parties to ensure projects are not being duplicated, as well as to build support. External parties may include, Columbia Gas, First Energy, Sandusky Main Street Association, Erie County Commission, Ohio Department of Transportation, Firelands Regional Medical Center, Cedar Fair and various schools, churches and businesses.

Confirmation: The City Commission, through recommendations from the administration and staff, approve funding for forthcoming projects at public meetings. Staff will analyze the financial impact for each project over five years.

How does the plan reflect the ideas and desires of the residents?

Stakeholders and residents are invited to participate in strategic planning meetings where ideas are generated. These meetings take place throughout the city and are often advertised by the City and local news media. In addition, concerns and complaints submitted via letter, email, telephone and social media throughout any given year are tallied and taken into consideration during the CIP planning process.

As a result of public input, the City developed five points of focus to ensure that every project aligns with issues that are important to current and future residents.

VIBRANT CITY

Economy, workforce, buildings & land, entrepreneurs & business

LIVABLE CITY

Housing, neighborhood amenities & safety

CONNECTED CITY

Roads, sidewalks, public transit, signage & technology

DESTINATION CITY

Downtown, waterfront, recreation, arts & culture

CELEBRATED CITY

Events, legacy, brand, marketing & storytelling

How can available funds be used?

Each fund has specific guidelines for spending. These rules are established when the account is created and may be influenced by federal, state and/or local regulations. For example, based on the Ohio Revised Code, revenue generated by water rates cannot be used to repair a damaged shoreline. That money can only be used for operation, maintenance and capital related to water-specific needs. Another common example involves funds available through tax increment financing (TIF), which must be used for a specific purpose, possibly a geographic region, resulting in applicability of TIF funds for very specific projects.

How does the director of finance determine what funds are available for Capital?

The director of finance evaluates many factors, including historic income and spending, local economy, market activity and approved or potential grants and loans, to make projections for the following year.

Operation & Maintenance (O&M), debt service and targeted reserves keep the city functioning on a day-to-day basis and take priority over capital spending. Funds that remain, once the O&M budget and reserves are subtracted from the projected income, may be considered for capital projects.

Who oversees each project?

Various staff across multiple departments are responsible for completing the projects outlined in the capital plan. Once a project is confirmed for advancement, it is assigned to a department and subsequently to a staff member to lead that initiative. The Human Resources department maintains the organizational breakdown of city staff and the relationships and relative ranks and positions.

If a project is included in the CIP, is it guaranteed that the project will be funded in the year that it is listed?

No. Projects listed within Year One of the 5-Year CIP are appropriated in that year's capital budget after the CIP is approved by City Commission. As the year progresses, there may be a need (i.e., emergency demolition or equipment failure) to shift funds from one project to another. In most cases, this shift would be

formally approved by the Commission at a public meeting. Projects listed from Year Two through Year Five are considered flexible priorities to be funded in the future.

Will all projects be on-time and within budget?

The goal is to initiate all of the projects listed within the first year of the CIP on-time and within budget. However, the dates and amounts provided during the capital planning process are budgetary estimates and are not guaranteed until each project is under contract and eventually completed. Unpredictable factors may require schedules and/or budgets to change. For example, the cost of asphalt for street repairs is based on changing fuel prices or the price of equipment may increase between the time of estimate and the time of purchase.

What is the process for raising utility rates?

Each year, the director of public works and finance director evaluate current rates to ensure that there are enough funds to operate sewer and water systems while providing the best possible rates for residents. Together, a recommendation is provided to the city manager and commission to retain, increase or decrease rates. At a public meeting, commissioners evaluate and vote on that recommendation. If approved, an ordinance is created and the billing software is updated.

When are Community Development Block Grant (CDBG) funds available?

The City is awarded funds by the federal government each July. The public process to determine how funds will be allocated begins early each year so an Annual Action Plan can be formalized with the Department of Housing and Urban Development prior to receiving the funds.

Are funds available for home repairs?

Typically, the City partners with a non-profit organization that utilizes CDBG funding in order to provide a home repair program for residents. Eligibility is based on income. If interested in more information, please contact the Department of Community Development at 419.627.5847.

If I am part of a non-profit organization, how do I apply for CDBG funds?

The City is permitted to award a percentage of CDBG funds to eligible non-profit organizations that perform public service activities. The process is competitive and the City accepts applications for a limited time. Prospective sub-grantees may contact the department of community development or check the City's website for applications, posted in February of each year.

Where can I find additional information?

1. To view the [Five-Year Capital Improvements Plan \(CIP\)](http://www.cityofsandusky.com) please visit www.cityofsandusky.com.
2. To view the [Annual Comprehensive Financial Report \(ACFR\)](https://www.cityofsandusky.com/departments/finance_department/finance.php) please visit https://www.cityofsandusky.com/departments/finance_department/finance.php.
3. To obtain a printed copy of the CIP report or view a more detailed version of the CIP spreadsheets, please contact the Department of Public Works at 419.627.5829 or sspayd@cityofsandusky.com.

FINANCIAL GOVERNANCE

State law requires the City of Sandusky to file basic financial statements with the State Auditor within 150 days of the last day of the year. The City's finance department completes this task by preparing the Annual Comprehensive Financial Report (ACFR) adhering to the standards of the Government Finance Officers Association of the United States and Canada (GFOA). The report is prepared according to the generally accepted accounting principles (GAAP).

According to the ACFR, *Relevant Financial Policies*:

The City of Sandusky has a responsibility to its citizens to carefully account for public funds, to manage municipal finances wisely, and to plan for the provision of services desired by the public. Sound financial policies are necessary to carry out that responsibility.

The City has established relevant financial policies for investments, capital assets, and the budget. The purpose of the investment policy is to provide for the complete safety of the portfolio's principal value, assure adequate liquidity, and earn a market rate of return. The investment policy is reviewed annually for compliance and to assure the flexibility necessary to effectively manage the investment portfolio.

The goal of the capital assets inventory system and policy is to provide control and accountability over the City's capital assets and to assist departments in gathering and maintaining information needed for the preparation of the annual financial statements. The City recognizes the importance of preserving the community's capital assets and to ensure that future needs are met.

Finally, the budget policy is designed to provide conceptual standards for financial decision-making, enhance consistency in financial decisions, and establish parameters for the administration to use in directing the day-to-day financial affairs of the City. One-time or special purpose revenues will be used to finance capital projects or for restricted expenditures and not to subsidize recurring personnel costs or other operating costs.

Ratings assigned on Moody's global rating scales are forward-looking opinions of credit risks of financial obligations. Currently, the City has an "A1" rating from Moody's Investors Service. A1 is an upper-medium-grade, indicating that the obligations of the City are subject to low credit risk.

FUND NUMBERS, CODES AND ABBREVIATIONS

These are the fund and organization codes currently tracked in the CIP:

110	General Fund
216	Street Fund, including revenue from License Plate "Permissive Fees"
217	State Highway Fund
218	Public Transit Fund
227	Parks & Recreation Fund
239	State Grants Fund
241	Federal Grants Fund
430/431	CIP Fund, including revenue from Issue 8, Metropolitan Planning Organization & Ohio Public Works Commission
432	Redevelopment Tax Increment Financing
612	Water Fund
613	Sewer Fund, including storm water
876	Oakland Cemetery Endowment

Some departments also apply for or automatically receive project-based funding through various grant and loan programs. When revenue is received from these sources, it is typically placed into a sub-fund within one of the funds listed above. Most projects are given a separate account number for tracking purposes. Grant monies specifically allocated for a particular project are placed within that sub-fund account.

Examples of outside funding sources include:

- Community Development Block Grant (CDBG)
- Community Housing Improvements Program (CHIP)
- Great Lakes Restoration Initiative (GLRI)
- Coastal Management Assistance Grant (CMAG)
- Surface Water Improvement Fund (SWIF)
- Transportation Improvement Program (TIP)
- Surface Transportation Program (STP)
- Safe Routes to Schools Program (SRTS)
- Highway Planning and Construction
- Ohio Public Works Commission (LTIP and SCIP)
- Ohio Water Development Authority (OWDA)
- Water Supply Revolving Loan Account (WSRLA)
- Water Pollution Control Loan Fund (WPCLF)
- Safe Streets for All (SS4A)
- State Brownfields Programs
- Federal Brownfields Programs
- Recreational Trails Program
- Clean Ohio Trails Fund

FUNDING SOURCES

The fund numbers and codes listed in the previous section are used by the City Department of Finance. Others, such as department heads, may track annual capital spending based on less technical factors. For example, historically, “431”, was the code for the account for capital projects funded by income taxes. Now, projects coded “431” are funded by Issue 8. Because that campaign was meant to fund specific projects (i.e. blight elimination or neighborhood and street improvements), it is critical for the City to provide a clear breakdown of capital expenditures.

Here is a general list of annual spending based on funding sources, along with a description of each of the headings on the spreadsheet:

Capital	Five percent (5%) of income tax revenues are allocated to the CIP per Codified Ordinance Chapter 191.07.
CDBG	Community Development Block Grant (CDBG) dollars from the U.S Department of Housing & Urban Development. An annual plan is adopted each program year which outlines the goals the grant seeks to achieve.
EMS	Revenues generated from emergency medical/ambulance services, per Codified Ordinance Chapter 961, in excess of the first \$400,000, are allocated to this sub-account and are used for equipment and capital improvements related to the fire department, as well as for remediation and removal of unsafe structures as deemed necessary by the fire chief.
Grants	Federal and state grant dollars available for equipment and/or capital improvements.
Issue 8 – Capital	A portion of revenues generated from the income tax and admissions tax rate increases to be used on neighborhoods, planning, forestry, technology, park improvements, blight elimination, infrastructure and capital improvements.
Loans – Utility	Anticipated loans or notes that will be reimbursed by one of the two enterprise funds—sewer or water utilities. These will be transferred to debt service in future O&M budgets.
Loans – EMS	Anticipated loans, bonds or notes that will be reimbursed by the EMS Fund, such as ladder trucks and other vehicles. These will be transferred to debt service in future O&M budgets.
Loans – Capital	Anticipated loans, bonds or notes that will be reimbursed with Capital Fund dollars.
MPO	Grant dollars distributed from the Metropolitan Planning Organization which are typically federal dollars received via the Ohio Department of Transportation.

Parking & Admissions Tax

These funds are available due to the 8% admission & parking tax rate.

Private Funding

Revenues generated from donations or other private sources.

Public Financing

Revenues generated from publicly approved subsidies such as Tax Increment Financing (TIF) districts.

Sewer

Revenues generated from the operations of the sewer collection system within the City and for sewer service to Erie County. This includes Storm Sewer revenues from operations of the storm sewer management system within the City.

Street

Revenues from the state-levied and state-controlled gasoline and motor vehicle license fees remitted to the City by state formula and the \$5 license plate fee that the City is permitted to impose by Ohio law. The City has four separate \$5 license plate fees which were enacted in 1977, 1987, 1989 and 1992. These comprise a total of \$20 in licensing fees.

Stimulus

American Rescue Plan Act (ARPA) funds are fiscal relief funds provided by the federal government. **These funds must be encumbered through 2024.**

Transit

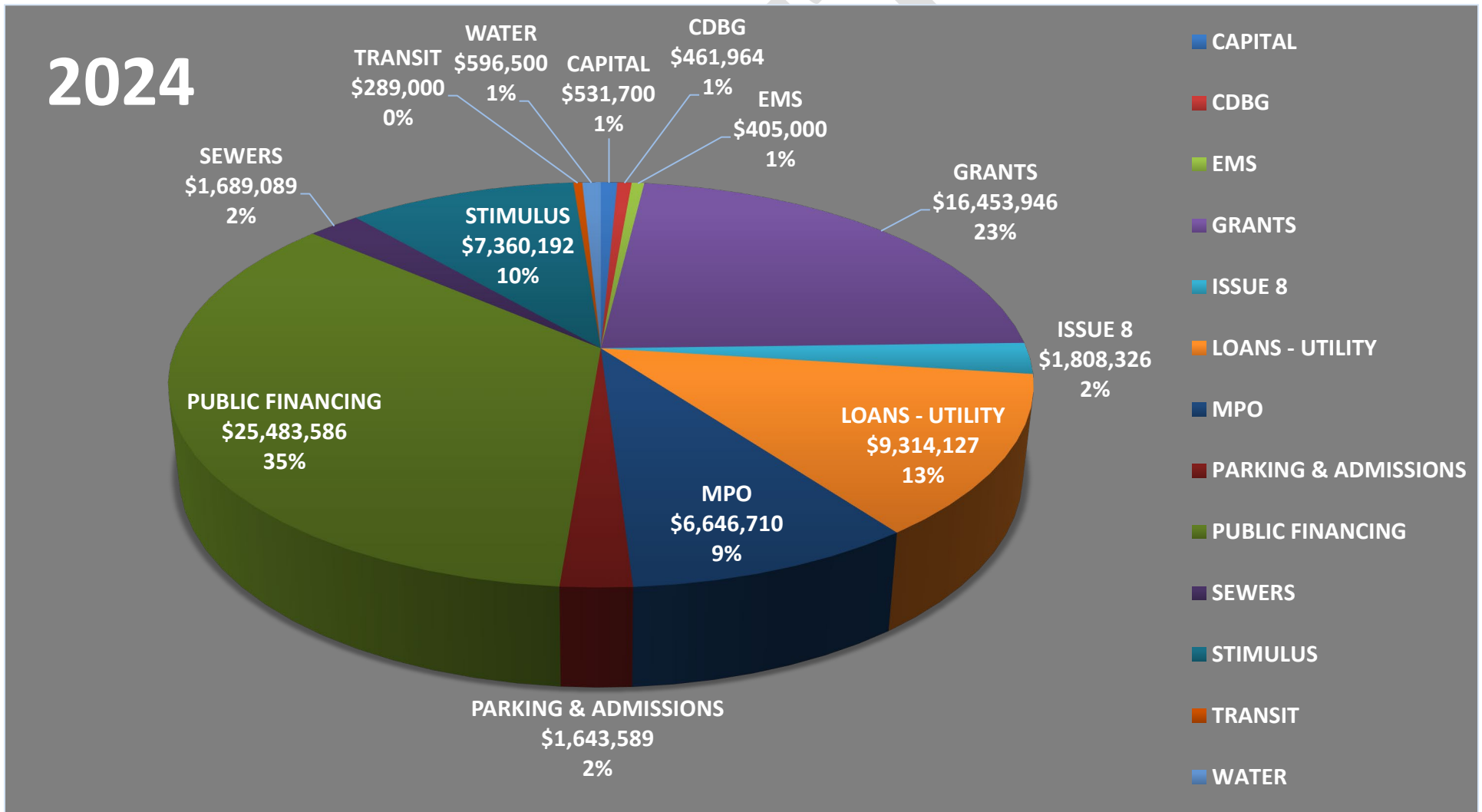
Revenues generated strictly for use by the Sandusky Transit System, such as fare boxes, federal grants, state grants, contractual obligations, etc.

Water

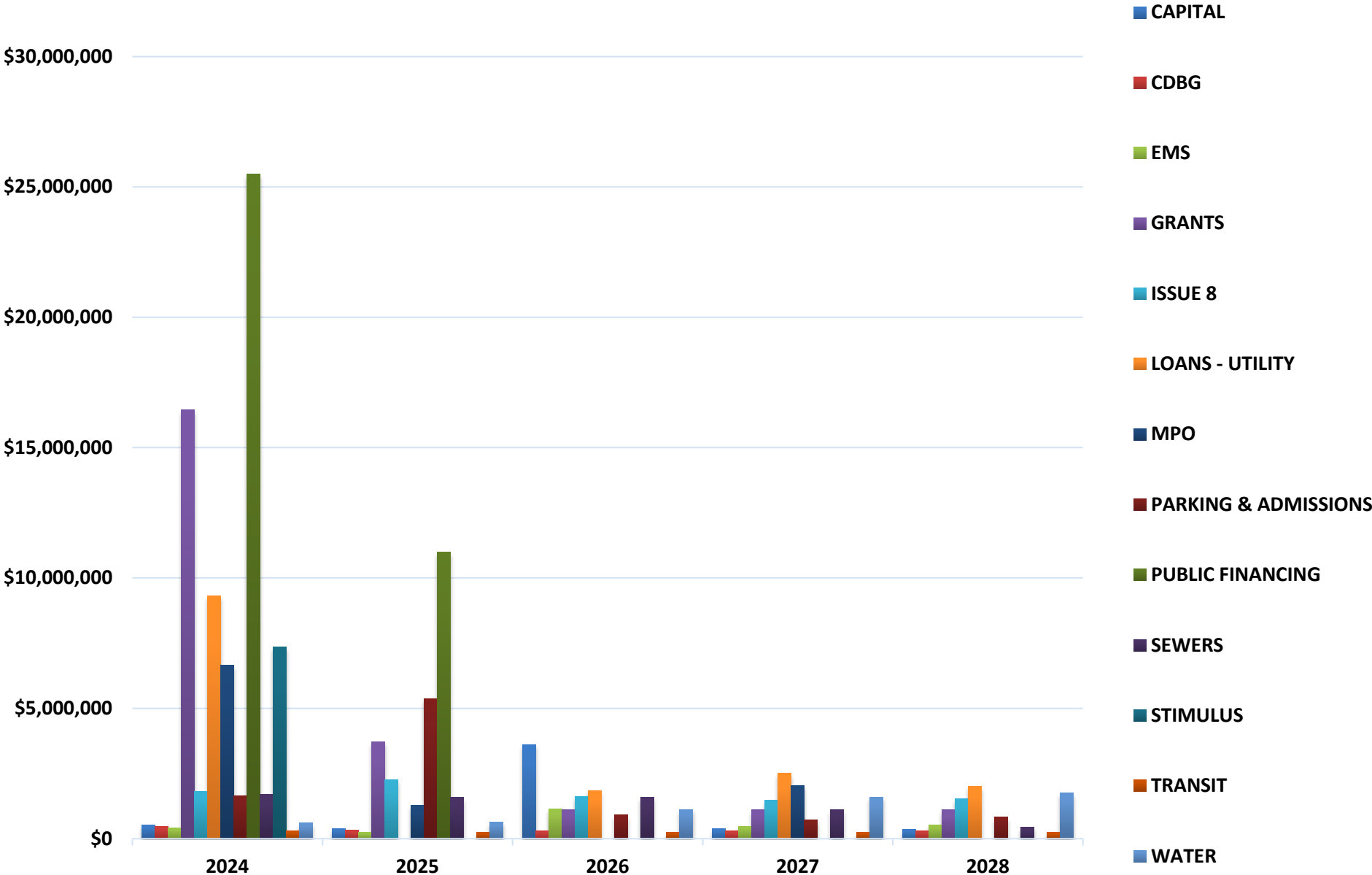
Revenues from the operations of the water distribution system within the City and for the sale of water to other bulk sources.

SUMMARY BY FUNDING SOURCES

	CAPITAL	CDBG	EMS	GRANTS	ISSUE 8	LOANS - UTILITY	LOANS - EMS	LOANS - CAPITAL	MPO	PARKING & ADMISSIONS	PRIVATE FUNDING	PUBLIC FINANCING	SEWERS	STIMULUS	STREET	TRANSIT	WATER	TOTAL
2024	\$531,700	\$461,964	\$405,000	\$16,453,946	\$1,808,326	\$9,314,127	\$0	\$0	\$6,646,710	\$1,643,589	\$0	\$25,483,586	\$1,689,089	\$7,360,192	\$0	\$289,000	\$596,500	\$72,738,729
2025	\$395,000	\$315,000	\$245,000	\$3,725,000	\$2,259,920	\$0	\$0	\$0	\$1,279,915	\$5,368,846	\$0	\$11,000,000	\$1,575,000	\$0	\$0	\$250,000	\$635,000	\$27,098,681
2026	\$3,615,000	\$295,000	\$1,147,681	\$1,100,000	\$1,605,000	\$1,850,000	\$0	\$0	\$0	\$915,815	\$15,000	\$0	\$1,575,000	\$0	\$0	\$250,000	\$1,125,000	\$13,668,496
2027	\$390,000	\$295,000	\$475,000	\$1,100,000	\$1,475,000	\$2,500,000	\$0	\$0	\$2,041,933	\$715,000	\$0	\$0	\$1,121,000	\$0	\$0	\$250,000	\$1,600,000	\$12,212,933
2028	\$365,000	\$295,000	\$525,000	\$1,100,000	\$1,530,000	\$2,000,000	\$0	\$0	\$0	\$830,000	\$0	\$0	\$450,000	\$0	\$0	\$250,000	\$1,760,000	\$9,105,000
Grand Total	\$5,296,700	\$1,661,964	\$2,797,681	\$23,478,946	\$8,678,246	\$15,664,127	\$0	\$0	\$9,968,558	\$9,473,250	\$15,000	\$36,483,586	\$6,410,089	\$7,360,192	\$0	\$1,289,000	\$5,716,500	\$134,823,839



FIVE-YEAR SUMMARY BY FUNDING SOURCES



PROJECT BY CATEGORY

To streamline the City's focus and allocate the appropriate dollar amount to each project, the CIP is divided into eight categories:

Neighborhoods

Housing stock and neighborhood amenities and safety

Provisions

Equipment, vehicles, facilities and safety

Recreation, Parks & Pathways

Parks, multi-use paths, bayfront and shoreline

Sewer

Wastewater treatment, storm and sanitary sewers and overflows

Streets

Roads, traffic, rights-of-way, forestry, parking, corridors, streetscapes, walkability, transit stops

Technology

Hardware and software

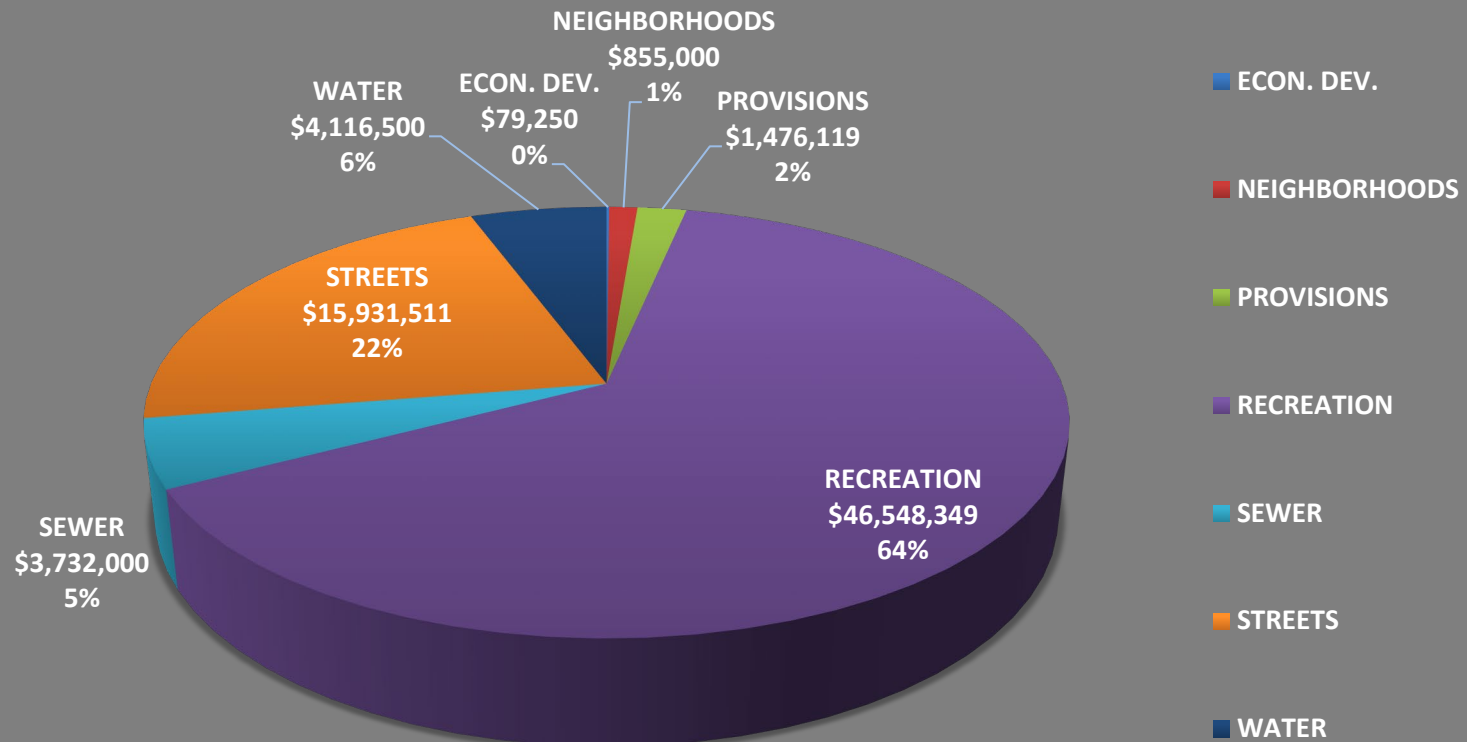
Water

Maintain and improve water treatment, distribution and towers

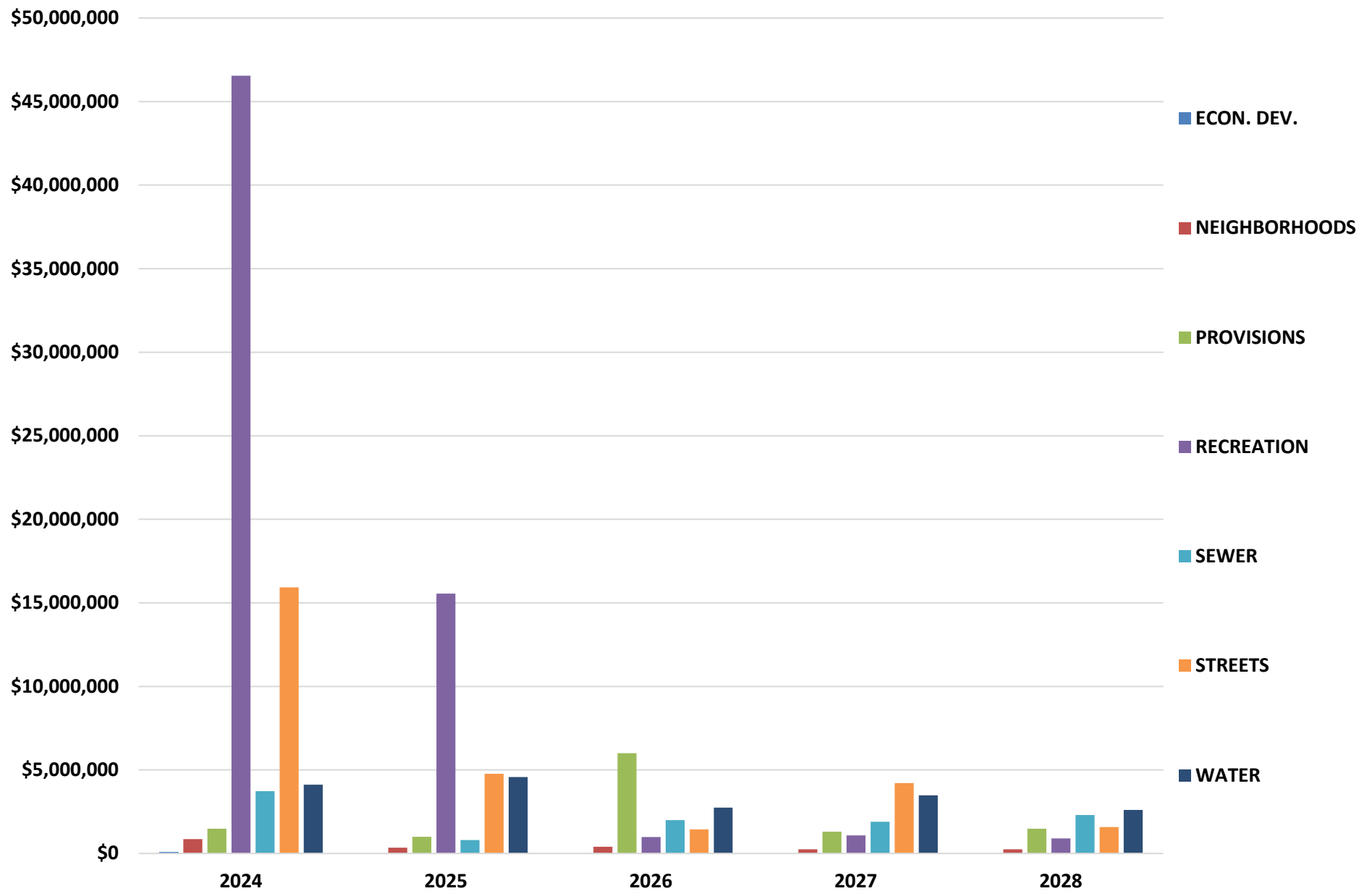
SUMMARY BY CATEGORY

TOTALS									
	ECON. DEV.	NEIGHBORHOODS	PROVISIONS	RECREATION	SEWER	STREETS	TECHNOLOGY	WATER	Grand Total
2024	\$79,250	\$855,000	\$1,476,119	\$46,548,349	\$3,732,000	\$15,931,511	\$0	\$4,116,500	\$72,738,729
2025	\$0	\$340,000	\$1,000,000	\$15,547,000	\$800,000	\$4,766,681	\$70,000	\$4,575,000	\$27,098,681
2026	\$0	\$395,000	\$5,997,681	\$980,000	\$2,000,000	\$1,445,815	\$100,000	\$2,750,000	\$13,668,496
2027	\$0	\$245,000	\$1,300,000	\$1,080,000	\$1,900,000	\$4,212,933	\$0	\$3,475,000	\$12,212,933
2028	\$0	\$245,000	\$1,480,000	\$900,000	\$2,300,000	\$1,580,000	\$0	\$2,600,000	\$9,105,000
Grand Total	\$79,250	\$2,080,000	\$11,253,800	\$65,055,349	\$10,732,000	\$27,936,940	\$170,000	\$17,516,500	\$134,823,839



2024



FIVE-YEAR SUMMARY BY CATEGORY



2024 CAPITAL PROJECTION FOR ECONOMIC DEVELOPMENT

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
 ECON. DEV.									
 2024									
Strategic Plan Update	\$0	\$0	\$79,250	\$0	\$0	\$0	\$0	\$0	\$79,250
2024 Total	\$0	\$0	\$79,250	\$0	\$0	\$0	\$0	\$0	\$79,250
ECON. DEV. Total	\$0	\$0	\$79,250	\$0	\$0	\$0	\$0	\$0	\$79,250
Grand Total	\$0	\$0	\$79,250	\$0	\$0	\$0	\$0	\$0	\$79,250

2024 CAPITAL PROJECTION FOR NEIGHBORHOODS

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
NEIGHBORHOODS									
2024									
2024 Public Art	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000
Affordable Housing Development Initiative	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Neighborhood Planning	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000
Property Inventory	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Safe Streets Action Plan	\$0	\$200,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Tiffin Underpass Lighting	\$0	\$0	\$35,000	\$0	\$0	\$0	\$0	\$0	\$35,000
Transit Shelters	\$36,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,000
Transit Vehicle Bike Racks	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000	\$0	\$33,000
Transit Waiting Environment Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$16,000	\$0	\$16,000
2024 Total	\$521,000	\$200,000	\$85,000	\$0	\$0	\$0	\$49,000	\$0	\$855,000
2025									
2025 Mobility Plan - Construction	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
2025 Public Art	\$240,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$240,000
Streetscape Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
2025 Total	\$290,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$340,000
2026									
2026 Mobility Plan - Construction	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
2026 Public Art	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000
Comprehensive Plan Update	\$50,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Sustainability Plan	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
2026 Total	\$145,000	\$100,000	\$100,000	\$0	\$0	\$50,000	\$0	\$0	\$395,000
2027									
2027 Mobility Plan - Construction	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
2027 Public Art	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000
2027 Streetscape Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
2027 Total	\$145,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$245,000
2028									
2028 Mobility Plan - Construction	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
2028 Public Art	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000
Neighborhood Planning	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
2028 Total	\$145,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$245,000
NEIGHBORHOODS Total	\$1,246,000	\$550,000	\$185,000	\$0	\$0	\$50,000	\$49,000	\$0	\$2,080,000
Grand Total	\$1,246,000	\$550,000	\$185,000	\$0	\$0	\$50,000	\$49,000	\$0	\$2,080,000

NEIGHBORHOODS



2024 CAPITAL PROJECTION FOR PROVISIONS

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
PROVISIONS											
2024											
2024 Service Center parking lot paving	\$0	\$0	0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Boy with the Boot Improvements	\$0	\$0	0	\$12,250	\$0	\$0	\$0	\$0	\$0	\$0	\$12,250
Cemetery Improvements - Chapel & Road	\$0	\$0	0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Golf Course Foundation and Roof Restoration	\$0	\$0	0	\$0	\$23,933	\$0	\$0	\$0	\$0	\$0	\$23,933
Greenhouse Masonry Restoration	\$0	\$0	0	\$0	\$99,252	\$0	\$0	\$0	\$0	\$0	\$99,252
Grounds - Mower (Remaining portion)	\$0	\$0	0	\$0	\$34,419	\$0	\$0	\$0	\$0	\$0	\$34,419
Mechanic's Lifts	\$0	\$0	0	\$0	\$55,000	\$0	\$0	\$0	\$0	\$0	\$55,000
Peerless Stove Improvements	\$0	\$0	0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$20,000
Recreation & Public Realm Vehicles	\$0	\$0	0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Roof Top Units at Service Center	\$0	\$0	0	\$0	\$130,000	\$0	\$0	\$0	\$0	\$0	\$130,000
Schade Mylander Pump Controls	\$0	\$0	0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Sewer - 1-Ton Dump, Sweeper	\$0	\$0	0	\$0	\$0	\$0	\$0	\$450,000	\$0	\$0	\$450,000
SFD - Ambulance	\$0	\$0	330,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$330,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Shelby Street Boat Ramp Dock Replacement	\$0	\$0	0	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0	\$140,000
SPD Cruisers (Cruisers & Outfitting)	\$0	\$0	0	\$0	\$186,700	\$0	\$0	\$0	\$0	\$0	\$186,700
Transit - Vehicle	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$240,000	\$0	\$240,000
Washington Park Gazebo Design & Construction	\$0	\$0	0	\$55,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$80,000
2024 Total	\$0	\$0	405,000	\$117,250	\$834,304	\$0	\$0	\$470,000	\$240,000	\$0	\$2,066,554
2025											
Avant	\$0	\$0	0	\$0	\$40,000	\$0	\$0	\$50,000	\$0	\$0	\$90,000
Mechanic's Lifts	\$0	\$0	0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Recreation & Public Realm Vehicles	\$0	\$0	0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Sewer - 4x4 Pick up	\$0	\$0	0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$60,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	175,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000
Shelby Street Boat Ramp Improvements	\$0	\$0	0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
SPD Cruisers (3)	\$0	\$0	0	\$0	\$180,000	\$0	\$0	\$0	\$0	\$0	\$180,000
Street - Leaf Box	\$0	\$0	0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
Transit Bus	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$250,000
UTV	\$0	\$0	0	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000
Water - 4x4 pick up	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$60,000
WPC - ToolCat	\$0	\$0	0	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$40,000
2025 Total	\$0	\$0	175,000	\$0	\$490,000	\$0	\$0	\$150,000	\$250,000	\$60,000	\$1,125,000

2024 CAPITAL PROJECTION FOR PROVISIONS (CONTINUED)

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2026											
BIWW - ToolCat	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
City Hall Purchase	\$3,000,000	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Grounds - Tractor	\$0	\$0	0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Jackson Street Pier Restroom Insulation	\$0	\$0	0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Mechanic's Lifts	\$0	\$0	0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Recreation & Public Realm Vehicles	\$0	\$0	0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Sewer - Jet Truck	\$0	\$0	0	\$0	\$0	\$0	\$0	\$475,000	\$0	\$0	\$475,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$425,000
SFD - F350	\$0	\$0	65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,000
SFD - Fire Engine/Pumper	\$0	\$0	657,681	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$957,681
Shelby Street Boat Ramp Improvements	\$0	\$0	0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
SPD Cruisers (3)	\$0	\$0	0	\$0	\$180,000	\$0	\$0	\$0	\$0	\$0	\$180,000
Street - Loader (order in 2025)	\$0	\$0	0	\$0	\$325,000	\$0	\$0	\$0	\$0	\$0	\$325,000
Transit Bus	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$250,000
Water - Utility Truck	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
2026 Total	\$3,000,000	\$0	1,147,681	\$25,000	\$1,050,000	\$0	\$0	\$475,000	\$250,000	\$200,000	\$6,147,681
2027											
Air Handlers at Service Center	\$0	\$0	0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Recreation & Public Realm Vehicles	\$0	\$0	0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Sewer - 1-Ton Dump, Backhoe	\$0	\$0	0	\$0	\$0	\$0	\$0	\$205,000	\$0	\$0	\$205,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	475,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475,000
SPD Cruisers (3)	\$0	\$0	0	\$0	\$180,000	\$0	\$0	\$0	\$0	\$0	\$180,000
Street - Trailer	\$0	\$0	0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Transit Bus	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$250,000
Water - Valve Truck	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$125,000
2027 Total	\$0	\$0	475,000	\$0	\$320,000	\$0	\$0	\$205,000	\$250,000	\$125,000	\$1,375,000
2028											
Recreation & Public Realm Vehicles	\$0	\$0	0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Sewer - Construction Truck	\$0	\$0	0	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$75,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	475,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475,000
SFD - Taurus	\$0	\$0	50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
SPD Cruisers (3)	\$0	\$0	0	\$0	\$180,000	\$0	\$0	\$0	\$0	\$0	\$180,000
Street - Tandem Dump Truck	\$0	\$0	0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Transit Bus	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$250,000
Water - hoe ram	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
2028 Total	\$0	\$0	525,000	\$0	\$470,000	\$0	\$0	\$75,000	\$250,000	\$160,000	\$1,480,000
PROVISIONS Total	\$3,000,000	\$0	2,727,681	\$142,250	\$3,164,304	\$0	\$0	\$1,375,000	\$1,240,000	\$545,000	\$12,194,235
Grand Total	\$3,000,000	\$0	2,727,681	\$142,250	\$3,164,304	\$0	\$0	\$1,375,000	\$1,240,000	\$545,000	\$12,194,235

PROVISIONS



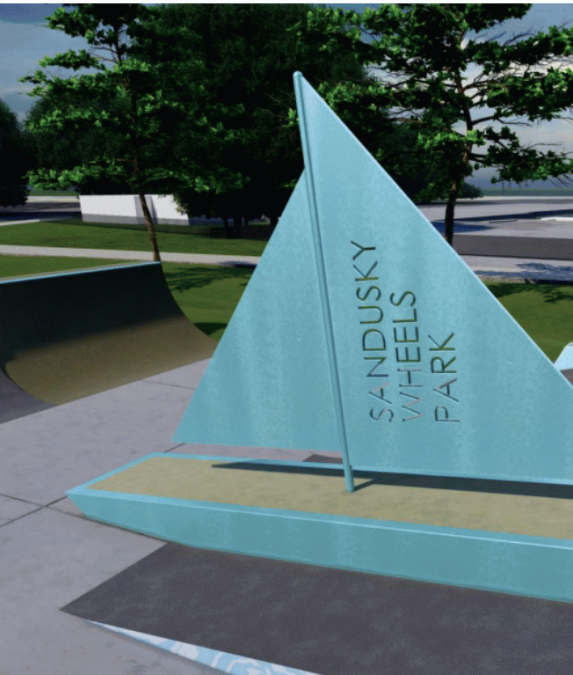
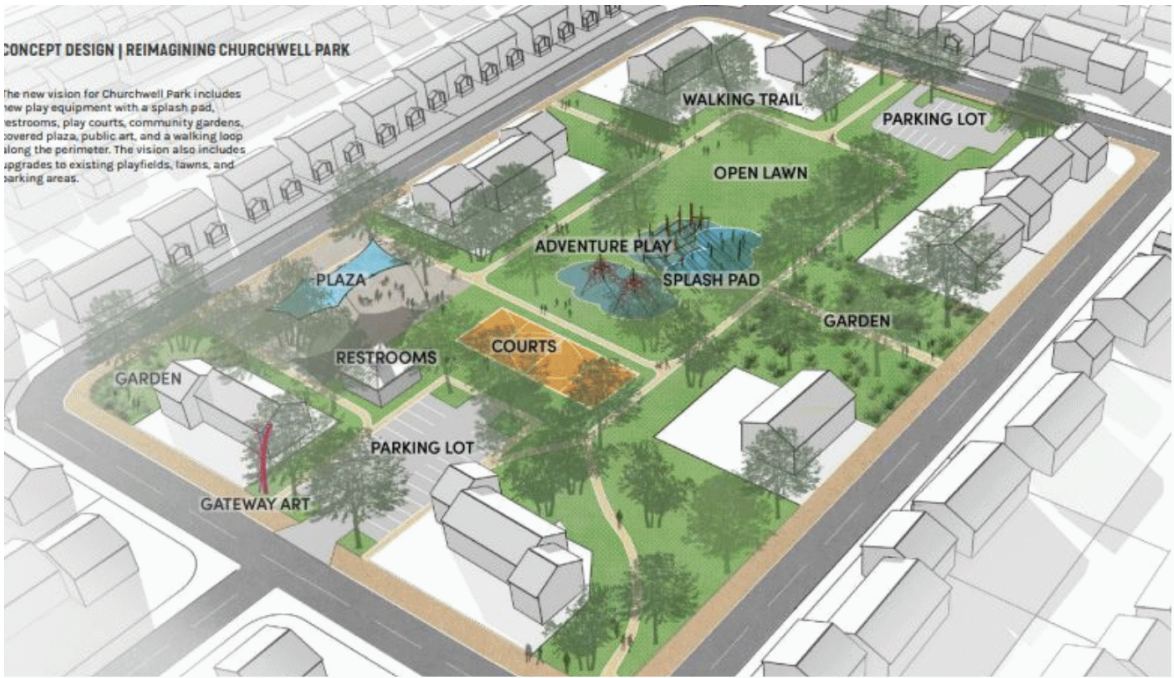
2024 CAPITAL PROJECTION FOR RECREATION, PARKS AND PATHWAYS

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
RECREATION									
2024									
Amvets Implementation (w/WWTP project)	\$0	\$0	\$169,027	\$0	\$0	\$0	\$0	\$0	\$169,027
Farwell Park Basketball Court	\$0	\$0	\$24,964	\$0	\$0	\$0	\$0	\$0	\$24,964
Golf Course Improvements	\$0	\$15,000	\$135,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Jaycee Park Concrete Change Order	\$0	\$0	\$14,499	\$0	\$0	\$0	\$0	\$0	\$14,499
MacArthur Park Detailed Design	\$0	\$0	\$886,200	\$0	\$0	\$0	\$0	\$0	\$886,200
MacArthur Park, Phase I Infrastructure	\$0	\$5,284,800	\$715,200	\$0	\$0	\$0	\$0	\$0	\$6,000,000
Pickle Ball - Design & Construction	\$0	\$0	\$84,000	\$0	\$0	\$0	\$0	\$0	\$84,000
Rec Center Design	\$0	\$0	\$490,000	\$0	\$510,000	\$0	\$0	\$0	\$1,000,000
Sandusky Bay Pathway	\$0	\$0	\$520,000	\$0	\$0	\$0	\$0	\$0	\$520,000
Shoreline Park improvements	\$0	\$55,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Tennis Courts Construction	\$0	\$250,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$400,000
Tennis Courts Site Selection & Design	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
The Landing (RAISE) - Construction	\$0	\$6,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$6,200,000
The Landing (RAISE) - Inspection	\$0	\$620,000	\$0	\$0	\$0	\$0	\$0	\$0	\$620,000
The Landing Park - Construction	\$0	\$7,261,273	\$0	\$0	\$19,597,586	\$0	\$0	\$0	\$26,858,859
The Landing Park - Inspection	\$0	\$0	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$2,000,000
The Landing Permitting	\$0	\$0	\$480,000	\$0	\$0	\$0	\$0	\$0	\$480,000
Wheels Park, Construction	\$0	\$0	\$885,800	\$0	\$0	\$0	\$0	\$0	\$885,800
Wheels Park, Construction Engineering & Testing	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000
Wheels Park, Shelters	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
2024 Total	\$0	\$19,686,073	\$5,754,690	\$0	\$21,107,586	\$0	\$0	\$0	\$46,548,349
2025									
2025 SBP - Edgewater, Monroe, ECHD	\$0	\$0	\$1,287,000	\$0	\$0	\$0	\$0	\$0	\$1,287,000
Causeway Wetlands Construction, Phase 2	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Golf Course Improvements	\$0	\$50,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Huron to Jaycee Park - RR Acquisition	\$20,000	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Kiwanis Parking Lot	\$0	\$0	\$110,000	\$0	\$0	\$0	\$0	\$0	\$110,000
Pipe Creek Wildlife Area Parking Lot	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Rec Center Construction	\$0	\$0	\$0	\$0	\$11,000,000	\$0	\$0	\$0	\$11,000,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
SBP Amenities - Shelby Ramp, Meigs, Venice	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2025 Total	\$20,000	\$2,550,000	\$1,977,000	\$0	\$11,000,000	\$0	\$0	\$0	\$15,547,000
2026									
2026 Sandusky Bay Pathway	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Golf Course Irrigation	\$0	\$25,000	\$55,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Schaeffer Playground	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2026 Total	\$0	\$25,000	\$955,000	\$0	\$0	\$0	\$0	\$0	\$980,000

2024 CAPITAL PROJECTION FOR RECREATION, PARKS AND PATHWAYS

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2027									
2027 Sandusky Bay Pathway	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
2027 Shore Protection Projects	\$0	\$0	\$25,000	\$0	\$0	\$25,000	\$0	\$0	\$50,000
Dorn & Kiwanis Drainage	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000
Farwell Playground	\$0	\$50,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Golf Course Irrigation	\$0	\$0	\$85,000	\$0	\$0	\$0	\$0	\$0	\$85,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2027 Total	\$0	\$50,000	\$1,005,000	\$0	\$0	\$25,000	\$0	\$0	\$1,080,000
2028									
2028 Sandusky Bay Pathway	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
2028 Shore Protection Projects	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Dorn Concession Improvements	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000
Golf Course Irrigation	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
2028 Total	\$0	\$0	\$895,000	\$0	\$0	\$50,000	\$0	\$0	\$945,000
RECREATION Total	\$20,000	\$22,311,073	\$10,586,690	\$0	\$32,107,586	\$75,000	\$0	\$0	\$65,100,349
Grand Total	\$20,000	\$22,311,073	\$10,586,690	\$0	\$32,107,586	\$75,000	\$0	\$0	\$65,100,349

RECREATION, PARKS & PATHWAYS



2024 CAPITAL PROJECTION FOR SEWER

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
SEWER									
2024									
46th Street Sanitary (Hancock - Milan) (b)	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$300,000
Camp Street Sewer (Perkins to Buchanan)	\$0	\$642,000	\$358,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Digester 2P - Inspect, Design, Construct	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$300,000
Dry Weather I&I Investigation	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Make Up Air Units (2)	\$0	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000
Superior and Venice Construction	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Superior and Venice Study (a)	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$300,000
Switch Upgrades	\$0	\$0	\$0	\$0	\$0	\$32,000	\$0	\$0	\$32,000
2024 Total	\$0	\$2,242,000	\$358,000	\$0	\$0	\$1,132,000	\$0	\$0	\$3,732,000
2025									
2025 Slip Lining (c)	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$400,000
Miscellaneous Sewer Repairs for Dry Weather	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
SCADA at Lift Stations & WWTP	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
WWTP Security	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
2025 Total	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$800,000
2026									
Arthur Street CSO (d)	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Portable Generator	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Sewer/Water Facility & Equipment Improvements	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Venice Rd (Edgewater to Superior)	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
WWTP Security	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
2026 Total	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$2,000,000
2027									
2027 Slip Lining	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Class A Sludge/Centrifuge Construction	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
Combo. (C.bus -Wayne) (e)	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Shore Protection - Venice Lift Station (e)	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
2027 Total	\$0	\$1,500,000	\$0	\$0	\$0	\$400,000	\$0	\$0	\$1,900,000
2028									
Camp Street Relief Sewer Design	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
F & River Ave Flooding (f)	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Solids Handling Upgrades	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000
2028 Total	\$0	\$2,000,000	\$0	\$0	\$0	\$300,000	\$0	\$0	\$2,300,000
SEWER Total	\$0	\$6,742,000	\$358,000	\$0	\$0	\$3,632,000	\$0	\$0	\$10,732,000
Grand Total	\$0	\$6,742,000	\$358,000	\$0	\$0	\$3,632,000	\$0	\$0	\$10,732,000

SEWER



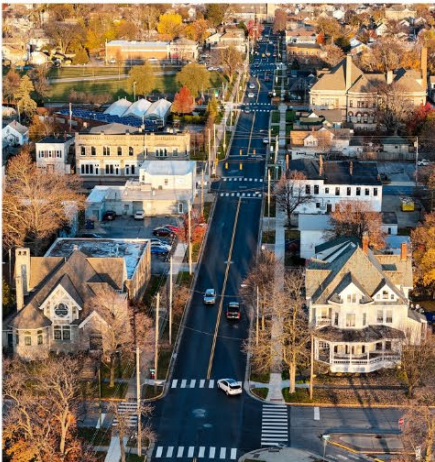
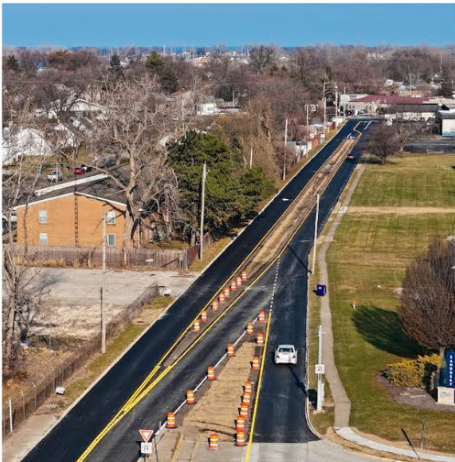
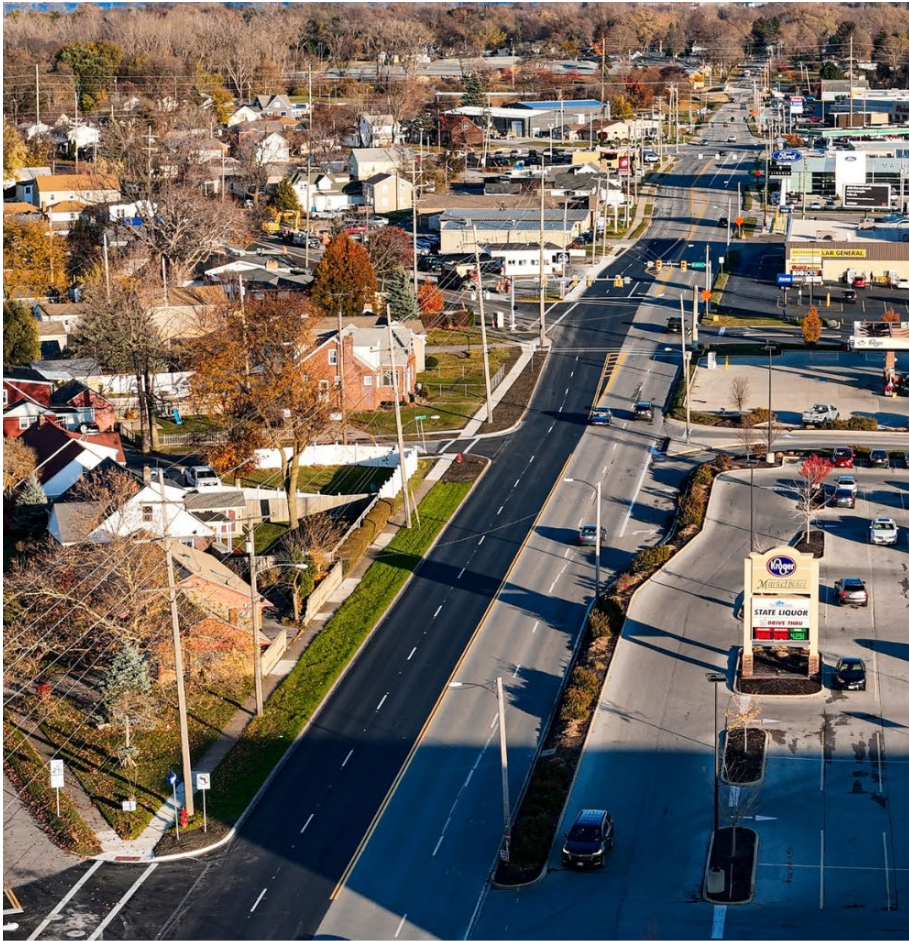
2024 CAPITAL PROJECTION FOR STREETS

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
STREETS									
2024									
2024 Local & CDBG Street Resurfacing	\$0	\$0	\$1,523,715	\$0	\$0	\$0	\$0	\$0	\$1,523,715
2024 Sidewalk Program	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
2024 Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Cleveland Road Safety Improvements - Acquisition	\$0	\$1,155,770	\$60,830	\$0	\$0	\$0	\$0	\$0	\$1,216,600
Cleveland Road Safety Improvements - Construction	\$0	\$4,149,671	\$201,904	\$0	\$0	\$16,500	\$0	\$0	\$4,368,075
Cleveland Road Safety Improvements - Inspection	\$0	\$0	\$416,250	\$0	\$0	\$33,750	\$0	\$0	\$450,000
Columbus Ave Streetscape - Construction	\$0	\$0	\$624,000	\$0	\$4,376,000	\$0	\$0	\$0	\$5,000,000
East Perkins - Design	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Meadowood/Foxborough Sidewalks	\$0	\$120,413	\$66,278	\$0	\$0	\$0	\$0	\$0	\$186,691
Sidewalk Project #2	\$0	\$0	\$960,000	\$0	\$0	\$0	\$0	\$0	\$960,000
Surface Seal and Microsurface	\$0	\$0	\$96,061	\$0	\$0	\$0	\$0	\$0	\$96,061
US-6 Urban Paving (Venice through Fremont)	\$0	\$1,290,625	\$493,205	\$0	\$0	\$0	\$0	\$0	\$1,783,830
West Monroe (Camp - Decatur) - Design	\$0	\$105,231	\$14,469	\$0	\$0	\$11,839	\$0	\$0	\$131,539
2024 Total	\$0	\$6,821,710	\$4,646,712	\$0	\$4,376,000	\$87,089	\$0	\$0	\$15,931,511
2025									
2025 Local & CDBG Street Resurfacing	\$0	\$0	\$640,000	\$0	\$0	\$0	\$0	\$0	\$640,000
2025 Sidewalk Repairs	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
2025 Urban Forest Improvements	\$0	\$0	\$35,000	\$0	\$0	\$25,000	\$0	\$0	\$60,000
Camp Street Reconstruction (Perkins - Frantz)	\$0	\$175,000	\$185,573	\$0	\$0	\$0	\$0	\$0	\$360,573
East Perkins - Const & Insp	\$0	\$316,092	\$431,131	\$0	\$0	\$0	\$0	\$0	\$747,223
Mack Iron Intersections	\$0	\$48,000	\$72,000	\$0	\$0	\$0	\$0	\$0	\$120,000
West Monroe & Edgewater (Okamoto)	\$0	\$625,000	\$596,216	\$0	\$0	\$0	\$0	\$0	\$1,221,216
West Monroe (Broadway - Camp) - Const & Inspect	\$0	\$290,823	\$706,846	\$0	\$0	\$600,000	\$0	\$0	\$1,597,669
2025 Total	\$0	\$1,454,915	\$2,686,766	\$0	\$0	\$625,000	\$0	\$0	\$4,766,681
2026									
2026 Local & CDBG Street Resurfacing	\$0	\$0	\$1,220,815	\$0	\$0	\$0	\$0	\$0	\$1,220,815
2026 Sidewalk Repairs	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
2026 Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Surface Seal and Microsurface	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Traffic Signal Study	\$0	\$0	\$15,000	\$15,000	\$0	\$0	\$0	\$0	\$30,000
2026 Total	\$0	\$0	\$1,405,815	\$15,000	\$0	\$25,000	\$0	\$0	\$1,445,815

2024 CAPITAL PROJECTION FOR STREETS (CONTINUED)

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2027									
2027 Local & CDBG Street Resurfacing	\$0	\$0	\$1,119,517	\$0	\$0	\$0	\$0	\$0	\$1,119,517
2027 Sidewalk Repairs	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
2027 Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
East Cleveland Road (S) Pedestrian Improvements	\$0	\$1,080,000	\$0	\$0	\$0	\$120,000	\$0	\$0	\$1,200,000
Superior Street Rehabilitation	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
Surface Seal and Microsurface	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
US-4 Urban Paving (Perkins to Jefferson)	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
West Monroe (Camp - Decatur) - Construction	\$0	\$461,933	\$115,483	\$0	\$0	\$346,000	\$0	\$0	\$923,416
2027 Total	\$0	\$2,041,933	\$1,680,000	\$0	\$0	\$491,000	\$0	\$0	\$4,212,933
2028									
2028 Local & CDBG Street Resurfacing	\$0	\$0	\$1,385,000	\$0	\$0	\$0	\$0	\$0	\$1,385,000
2028 Sidewalk Repairs	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
2028 Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Surface Seal and Microsurface	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
2028 Total	\$0	\$0	\$1,555,000	\$0	\$0	\$25,000	\$0	\$0	\$1,580,000
STREETS Total	\$0	\$10,318,558	\$11,974,293	\$15,000	\$4,376,000	\$1,253,089	\$0	\$0	\$27,936,940
Grand Total	\$0	\$10,318,558	\$11,974,293	\$15,000	\$4,376,000	\$1,253,089	\$0	\$0	\$27,936,940

STREETS



2024 CAPITAL PROJECTION FOR TECHNOLOGY

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
TECHNOLOGY											
2025											
SFD - Server	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000
2025 Total	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000
2026											
10GB Switches	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$25,000	\$0	\$25,000	\$100,000
2026 Total	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$25,000	\$0	\$25,000	\$100,000
TECHNOLOGY Total	\$0	\$0	\$70,000	\$0	\$50,000	\$0	\$0	\$25,000	\$0	\$25,000	\$170,000
Grand Total	\$0	\$0	\$70,000	\$0	\$50,000	\$0	\$0	\$25,000	\$0	\$25,000	\$170,000

2024 CAPITAL PROJECTION FOR WATER

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
WATER									
2024									
BIWW Dome Building Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
BIWW Network Fiber	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
East Perkins Ave Water Line Construction & Inspection	\$0	\$770,000	\$0	\$0	\$0	\$0	\$0	\$0	\$770,000
Lead Service Line Plan Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Mills & Follett Elevated Tank Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$271,500	\$271,500
Sheldon's Marsh Intake & BIWW Capacity - Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Sheldon's Marsh Intake Improvements - Constr.	\$0	\$2,750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,750,000
2024 Total	\$0	\$3,520,000	\$0	\$0	\$0	\$0	\$0	\$596,500	\$4,116,500
2025									
2025 Lead Line Replacement	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Causeway Water Main Lining (~2 miles) (c)	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Chemical Storage Tank Replacements (fluoride)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Pipe & Rhode - Design (a)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
SCADA Improvements @ BIWW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Water Plant Asphalt Repairs (w/ street resurfacing)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
2025 Total	\$0	\$1,000,000	\$3,000,000	\$0	\$0	\$0	\$0	\$575,000	\$4,575,000
2026									
2026 Lead Line Replacement	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Distribution Building	\$0	\$850,000	\$0	\$0	\$0	\$0	\$0	\$0	\$850,000
Filter Media Replacement & 36 Actuators (4)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Settling Basin Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
2026 Total	\$0	\$1,850,000	\$0	\$0	\$0	\$0	\$0	\$900,000	\$2,750,000

2024 CAPITAL PROJECTION FOR WATER

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2027									
2027 Lead Line Replacement	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Loops under RR (6 locations) (b)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Meter Reading Communications Towers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Pipe/Rohde - Construction (a)	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Replacement of Miscellaneous 4" Mains (d)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Settling Basin Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Underground tank repairs (6)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
2027 Total	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$1,475,000	\$3,475,000
2028									
2028 Lead Line Replacement	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Baffle for Clearwell #2 (7)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Doors for Chemical Building (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Filter Media Replacement & 36 Actuators (5)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Settling Basin Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Sludge Pond Wall Reinforcement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
2028 Total	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,600,000	\$2,600,000
WATER Total	\$0	\$9,370,000	\$3,000,000	\$0	\$0	\$0	\$0	\$5,146,500	\$17,516,500
Grand Total	\$0	\$9,370,000	\$3,000,000	\$0	\$0	\$0	\$0	\$5,146,500	\$17,516,500

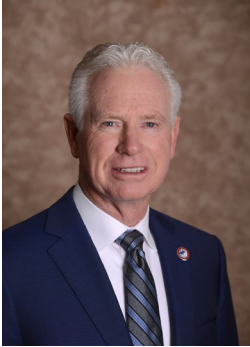
WATER



CONTRIBUTORS BY DEPARTMENT

ADMINISTRATION

The **Sandusky City Commission** approves the annual budget, including dollars available for capital projects.



Richard Brady
President



Dennis Murray, Jr.
Vice President



Richard Koonce



Jeff Krabill



Steve Poggiali



Kate Vargo



Dave Waddington

To connect with members of the City Commission, please contact:

Commission Clerk, Cathy Myers

419.627.5850

commissionclerk@cityofsandusky.com

The **City Manager** is responsible for managing the city's overall budget, including capital improvements. The manager evaluates each potential capital project and determines which projects to prioritize in the Capital Improvement Plan (CIP) for each forthcoming year. Final budget recommendations are made to the Sandusky City Commission for formal approval.

For further details regarding the process used to determine CIP projects, please see the *Frequently Asked Questions (FAQs)* section of this document.

To connect with the City Manager, please contact:

City Manager's office

City Manager, John Orzech

Executive Assistant, Leslie Mesenburg

419.627.5844

jorzech@cityofsandusky.com

lmesenburg@cityofsandusky.com

The **Department of Finance** assists City commissioners and each department in the preparation of the annual budget. Because this department is responsible for collecting, spending, investing, managing and protecting all City money, as well as overseeing records, receipts, assets, liabilities and taxes, the director of finance evaluates financing options and funding plans for capital improvements. The department of finance also assists with coding of accounts and creating new sub-accounts to be used for capital projects.

To connect with the Department of Finance, please contact:

Director, Michelle Reeder
419.627.5776
mreeder@cityofsandusky.com

The **Department of Information Technology (IT)** is responsible for projects within the IT department, as well as assisting with all technology-related projects throughout the city, including the Geographic Information System (GIS).

To connect with the Department of Information Technology (IT), please contact:

IT Manager, Cody Browning
419.627.5969
cbrowning@cityofsandusky.com

The **Department of Human Resources** is responsible for all personnel issues throughout the City, including hiring, conducting union negotiations, maintaining personnel files and managing insurance benefits, worker's compensation and leaves of absence, as well as many other aspects of daily operations.

To connect with the Department of Human Resources, please contact:

Connie Nicholson
Erica Taylor
419.627.5968, cnicholson@cityofsandusky.com
419.627.5885, etaylor@cityofsandusky.com

The **Department of Law** functions as legal counsel for City commissioners and the city manager, as well as all departmental City staff, boards and advisory committees, in all matters relating to consistency with the City Charter, the Ohio Revised Code and other laws and negotiations. Contract documents are created and maintained by the law department for the CIP and the law director manages all ordinances to be reviewed and approved by the Sandusky City Commission.

To connect with the Department of Law, please contact:

Department of Law office:
Law Director, Stewart Hastings
Legal Administrative Specialist, Paige Doster
419.627.5852
shastings@cityofsandusky.com
pdoster@cityofsandusky.com

2024 CAPITAL PROJECTION FOR ADMINISTRATION

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2024											
Strategic Plan Update	\$0	\$0	\$0	\$0	\$79,250	\$0	\$0	\$0	\$0	\$0	\$79,250
2024 Total	\$0	\$0	\$0	\$0	\$79,250	\$0	\$0	\$0	\$0	\$0	\$79,250
2026											
10GB Switches	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$25,000	\$0	\$25,000	\$100,000
City Hall Purchase	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000
2026 Total	\$3,000,000	\$0	\$0	\$0	\$50,000	\$0	\$0	\$25,000	\$0	\$25,000	\$3,100,000
Grand Total	\$3,000,000	\$0	\$0	\$0	\$129,250	\$0	\$0	\$25,000	\$0	\$25,000	\$3,179,250

COMMUNITY AND ECONOMIC DEVELOPMENT, PLANNING AND TRANSIT

This department houses divisions associated with planning, zoning code enforcement, building, housing and economic development, and administers the Community Development Block Grant (CDBG) in coordination with other departments, as well as the Community Development Capital Projects fund and Economic Development Capital Projects fund, that are partially funded by Issue 8 revenue. Other common funding sources are CHIP, Issue 8 Blight, Issue 8 Economic Development, rental registration, administrative penalty fees and permit revenues. The department also applies for various grants for special projects.

The **Community Development** division manages the City Land Bank, property acquisition, various improvement districts, economic incentive programs and loan programs, while working closely with entrepreneurs and business owners looking to locate potential sites in the City. The **Planning and Zoning** division is responsible for developing planning documents and master plans for neighborhoods, parks and bikeways, as well as managing residential demolition, environmental assessment projects and city-wide zoning.

The **Sandusky Transit System (STS)** is housed in the Department of Community Development but has its own designation in the CIP because it serves a function independent of other projects. STS operates a Dial-A-Ride service providing curb-to-curb, advance reservation and shared-ride transportation service within Erie County. STS also operates a fixed route SPARC system, providing service from over 60 stop locations within the City of Sandusky, and most of Perkins Township.

To connect with these various divisions, please contact:

Community Development main office
Administrative Assistant, Quinn Rambo
Director, Colleen Gilson
Chief Planner, Arin Blair

419.627.5891
qrambo@cityofsandusky.com
cgilson@cityofsandusky.com
ablair@cityofsandusky.com



To connect with the STS, please contact:

Sandusky Amtrak Station
Transit Administrator, James Stacey

(419) 627-0740
(419) 621-8462
jstacey@cityofsandusky.com

2024 CAPITAL PROJECTION FOR COMMUNITY AND ECONOMIC DEVELOPMENT, PLANNING AND TRANSIT

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2024											
2024 Public Art	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000
Affordable Housing Development Initiative	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Neighborhood Planning	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000
Peerless Stove Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$20,000
Property Inventory	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Transit - Vehicle	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$240,000	\$0	\$240,000
Transit Shelters	\$0	\$36,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,000
Transit Vehicle Bike Racks	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000	\$0	\$33,000
Transit Waiting Environment Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,000	\$0	\$16,000
2024 Total	\$0	\$521,000	\$0	\$0	\$0	\$0	\$0	\$20,000	\$289,000	\$0	\$830,000
2025											
2025 Public Art	\$0	\$240,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$240,000
Huron to Jaycee Park - RR Acquisition	\$0	\$20,000	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Streetscape Improvements	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Transit Bus	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$250,000
2025 Total	\$0	\$310,000	\$0	\$0	\$30,000	\$0	\$0	\$0	\$250,000	\$0	\$590,000
2026											
2026 Public Art	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000
Comprehensive Plan Update	\$0	\$50,000	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Transit Bus	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$250,000
2026 Total	\$0	\$145,000	\$0	\$0	\$100,000	\$0	\$0	\$0	\$250,000	\$0	\$495,000
2027											
2027 Public Art	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000
2027 Streetscape Improvements	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Transit Bus	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$250,000
2027 Total	\$0	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$395,000
2028											
2028 Public Art	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000
Neighborhood Planning	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Transit Bus	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$250,000
2028 Total	\$0	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$395,000
Grand Total	\$0	\$1,266,000	\$0	\$0	\$130,000	\$0	\$0	\$20,000	\$1,289,000	\$0	\$2,705,000

COMMUNITY AND ECONOMIC DEVELOPMENT, PLANNING AND TRANSIT



FIRE DEPARTMENT

The **Sandusky Fire Department (SFD)**, proudly serving over 25,000 permanent residents within 14.7 square miles, is the largest fire department in Erie County. SFD is a full service fire department providing fire, Advanced Life Support (ALS), Basic Life Support (BLS) and Technical Rescue. Several staff technicians also support the Countywide Hazardous Materials Team. Capital improvements requested by the fire department are typically for equipment, safety, rescue, vehicles and building improvements. When purchases cannot be paid for from the Emergency Management System (EMS) Fund, they are typically included in the Operation and Maintenance (O&M) budget as normal operating expenses.



To connect with the SFD, please contact:

Central Fire Station
Chief, Mario D'Amico
Administrative Assistant, Diane Mulvin

419.627.5822
mdamico@cityofsandusky.com
dmulvin@cityofsandusky.com

2024 CAPITAL PROJECTION FOR FIRE

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2024											
SFD - Ambulance	\$0	\$0	\$330,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$330,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
2024 Total	\$0	\$0	\$405,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$405,000
2025											
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$175,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000
SFD - Server	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000
2025 Total	\$0	\$0	\$245,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$245,000
2026											
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$425,000
SFD - F350	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,000
SFD - Fire Engine/Pumper	\$0	\$0	\$657,681	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$957,681
2026 Total	\$0	\$0	\$1,147,681	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$1,447,681
2027											
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$475,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475,000
2027 Total	\$0	\$0	\$475,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475,000
2028											
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$475,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475,000
SFD - Taurus	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
2028 Total	\$0	\$0	\$525,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$525,000
Grand Total	\$0	\$0	\$2,797,681	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$3,097,681

FIRE DEPARTMENT



POLICE DEPARTMENT

The **Sandusky Police Department (SPD)** strives to improve the quality of life in the City of Sandusky by addressing the concerns of our citizens.

In addition to traditional law enforcement tactics, the SPD focuses on building trust and reducing crime through extensive trainings and special programs, such as community policing and the drug tip line.

In addition, they are looking at innovative ways to use various data to develop proactive strategies for policing. For example, they use the number of reported gunshot calls received to identify target enforcement areas.



To connect with the SPD, please contact:

SPD main office
Chief, Jared Oliver
Executive Assistant, Eva Olcott

419.627.5870
joliver@cityofsandusky.com
eolcott@cityofsandusky.com

2024 CAPITAL PROJECTION FOR POLICE

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2024											
SPD Cruisers (Cruisers & Outfitting)	\$0	\$0	\$0	\$0	\$186,700	\$0	\$0	\$0	\$0	\$0	\$186,700
2024 Total	\$0	\$0	\$0	\$0	\$186,700	\$0	\$0	\$0	\$0	\$0	\$186,700
2025											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$0	\$0	\$0	\$180,000
UTV	\$0	\$0	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000
2025 Total	\$0	\$0	\$0	\$0	\$225,000	\$0	\$0	\$0	\$0	\$0	\$225,000
2026											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$0	\$0	\$0	\$180,000
2026 Total	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$0	\$0	\$0	\$180,000
2027											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$0	\$0	\$0	\$180,000
2027 Total	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$0	\$0	\$0	\$180,000
2028											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$0	\$0	\$0	\$180,000
2028 Total	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$0	\$0	\$0	\$180,000
Grand Total	\$0	\$0	\$0	\$0	\$951,700	\$0	\$0	\$0	\$0	\$0	\$951,700

POLICE DEPARTMENT



RECREATION

The Division of Parks and Recreation plans, develops and implements most of the activities in the city parks while managing and operating Mills Creek Golf Course, Paper District Marina and Shelby Street Boat Ramp and coordinating publicly and privately-operated special events on city properties and downtown.

To connect with Parks and Recreation, please contact:

Sandusky Rec main office
Superintendent, Jason Werling
Administrative Assistant, Linda Carroll

419.627.5895
jwerling@cityofsandusky.com
lcarroll@cityofsandusky.com

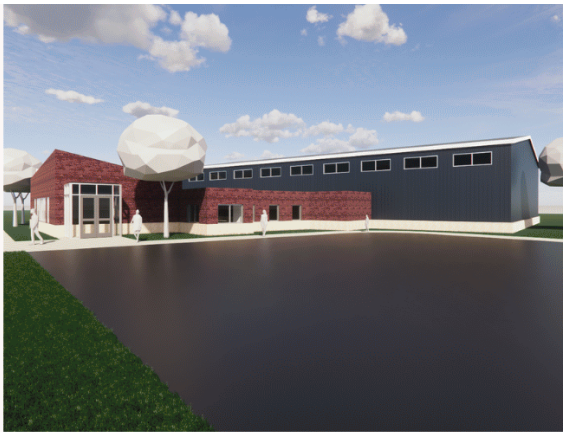
2024 CAPITAL PROJECTION FOR RECREATION

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2024											
Boy with the Boot Improvements	\$0	\$0	\$0	\$12,250	\$0	\$0	\$0	\$0	\$0	\$0	\$12,250
Farwell Park Basketball Court	\$0	\$0	\$0	\$0	\$24,964	\$0	\$0	\$0	\$0	\$0	\$24,964
Golf Course Foundation and Roof Restoration	\$0	\$0	\$0	\$0	\$23,933	\$0	\$0	\$0	\$0	\$0	\$23,933
Golf Course Improvements	\$0	\$0	\$0	\$15,000	\$135,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Greenhouse Masonry Restoration	\$0	\$0	\$0	\$0	\$99,252	\$0	\$0	\$0	\$0	\$0	\$99,252
Grounds - Mower (Remaining portion)	\$0	\$0	\$0	\$0	\$34,419	\$0	\$0	\$0	\$0	\$0	\$34,419
Jaycee Park Concrete Change Order	\$0	\$0	\$0	\$0	\$14,499	\$0	\$0	\$0	\$0	\$0	\$14,499
Mechanic's Lifts	\$0	\$0	\$0	\$0	\$55,000	\$0	\$0	\$0	\$0	\$0	\$55,000
Pickle Ball - Design & Construction	\$0	\$0	\$0	\$0	\$84,000	\$0	\$0	\$0	\$0	\$0	\$84,000
Rec Center Design	\$0	\$0	\$0	\$0	\$490,000	\$0	\$510,000	\$0	\$0	\$0	\$1,000,000
Recreation & Public Realm Vehicles	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Roof Top Units at Service Center	\$0	\$0	\$0	\$0	\$130,000	\$0	\$0	\$0	\$0	\$0	\$130,000
Schade Mylander Pump Controls	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Shelby Street Boat Ramp Dock Replacement	\$0	\$0	\$0	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0	\$140,000
Shoreline Park improvements	\$0	\$0	\$0	\$55,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Tennis Courts Site Selection & Design	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Washington Park Gazebo Design & Construction	\$0	\$0	\$0	\$55,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$80,000
2024 Total	\$0	\$0	\$0	\$187,250	\$1,421,067	\$0	\$510,000	\$0	\$0	\$0	\$2,118,317
2025											
Golf Course Improvements	\$0	\$0	\$0	\$50,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Kiwanis Parking Lot	\$0	\$0	\$0	\$0	\$110,000	\$0	\$0	\$0	\$0	\$0	\$110,000
Mechanic's Lifts	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Pipe Creek Wildlife Area Parking Lot	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Recreation & Public Realm Vehicles	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Shelby Street Boat Ramp Improvements	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
2025 Total	\$0	\$0	\$0	\$50,000	\$675,000	\$0	\$0	\$0	\$0	\$0	\$725,000

2024 CAPITAL PROJECTION FOR RECREATION

2026											
Golf Course Irrigation	\$0	\$0	\$0	\$25,000	\$55,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Grounds - Tractor	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Jackson Street Pier Restroom Insulation	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Mechanic's Lifts	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Recreation & Public Realm Vehicles	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Schaeffer Playground	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Shelby Street Boat Ramp Improvements	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
2026 Total	\$0	\$0	\$0	\$50,000	\$700,000	\$0	\$0	\$0	\$0	\$0	\$750,000
2027											
Air Handlers at Service Center	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Dorn & Kiwanis Drainage	\$0	\$0	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000
Farwell Playground	\$0	\$0	\$0	\$50,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Golf Course Irrigation	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$0	\$0	\$0	\$85,000
Recreation & Public Realm Vehicles	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2027 Total	\$0	\$0	\$0	\$50,000	\$595,000	\$0	\$0	\$0	\$0	\$0	\$645,000
2028											
Dorn Concession Improvements	\$0	\$0	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000
Golf Course Irrigation	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Recreation & Public Realm Vehicles	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
2028 Total	\$0	\$0	\$0	\$0	\$435,000	\$0	\$0	\$0	\$0	\$0	\$435,000
Grand Total	\$0	\$0	\$0	\$337,250	\$3,826,067	\$0	\$510,000	\$0	\$0	\$0	\$4,673,317

RECREATION



PUBLIC WORKS (ENGINEERING, SEWER, WATER, STREETS, FORESTRY, CEMETERY, MAJOR PROJECTS)

The **Department of Public Works** includes all matters related to engineering, sewer, water, streets, traffic, forestry and cemetery.

The **Engineering** division is responsible for design and construction of CIP projects on public and city-owned property, such as the water and wastewater treatment plants, sewers, water lines and towers, roads, sidewalks, multi-use trails, parking lots, shorelines and municipal buildings. While managed in-house, most projects involve teamwork between City staff and external design firms and construction contractors that are chosen for each project through a public bidding process. In recent years, Public Works has been awarded several grants and loans in order to perform a growing number of improvements throughout the city.

The **Streets and Utilities** division provides local residents and industry with essential day-to-day services. The division oversees operation and maintenance of forestry, Oakland Cemetery and streets, as well as traffic, water distribution, and sewer collection systems. The division also supports other departments in response to emergency situations like flooding, inclement weather and main breaks, and manages seasonal programs for yard waste pick-up, snow removal and leaf collection.

The **Wastewater Treatment** division includes management of around-the-clock operations and laboratory testing at the wastewater treatment plant (WWTP).

The **Water Treatment** division includes management of around-the-clock operations and laboratory testing at Big Island Water Works (BIWW) filtration plant.

In addition to grants and loans, revenue for Public Works projects is generated from Issue 8 Infrastructure, CDBG, Capital Infrastructure Fund, as well as utility rates for sewer, water and stormwater.

To connect with the Department of Public Works, please contact:

Public Works main office

Director, Aaron Klein

Administrative Assistant, Samantha Spayd

419.627.5829

aklein@cityofsandusky.com

sspayd@cityofsandusky.com

2024 CAPITAL PROJECTION FOR PUBLIC WORKS

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2024											
2024 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$0	\$1,523,715	\$0	\$0	\$0	\$0	\$0	\$1,523,715
2024 Service Center parking lot paving	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
2024 Sidewalk Program	\$0	\$0	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
2024 Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
46th Street Sanitary (Hancock - Milan) (b)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$300,000
Amvets Implementation (w/WWTP project)	\$0	\$0	\$0	\$0	\$169,027	\$0	\$0	\$0	\$0	\$0	\$169,027
BIWW Dome Building Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
BIWW Network Fiber	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Camp Street Sewer (Perkins to Buchanan)	\$0	\$0	\$0	\$642,000	\$358,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Cemetery Improvements - Chapel & Road	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Cleveland Road Safety Improvements - Acquisition	\$0	\$0	\$0	\$1,155,770	\$60,830	\$0	\$0	\$0	\$0	\$0	\$1,216,600
Cleveland Road Safety Improvements - Construction	\$0	\$0	\$0	\$4,149,671	\$201,904	\$0	\$0	\$16,500	\$0	\$0	\$4,368,075
Cleveland Road Safety Improvements - Inspection	\$0	\$0	\$0	\$0	\$416,250	\$0	\$0	\$33,750	\$0	\$0	\$450,000
Columbus Ave Streetscape - Construction	\$0	\$0	\$0	\$0	\$624,000	\$0	\$4,376,000	\$0	\$0	\$0	\$5,000,000
Digester 2P - Inspect, Design, Construct	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$300,000
Dry Weather I&I Investigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
East Perkins - Design	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
East Perkins Ave Water Line Construction & Inspection	\$0	\$0	\$0	\$770,000	\$0	\$0	\$0	\$0	\$0	\$0	\$770,000
Lead Service Line Plan Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
MacArthur Park Detailed Design	\$0	\$0	\$0	\$0	\$886,200	\$0	\$0	\$0	\$0	\$0	\$886,200
MacArthur Park, Phase I Infrastructure	\$0	\$0	\$0	\$5,284,800	\$715,200	\$0	\$0	\$0	\$0	\$0	\$6,000,000
Make Up Air Units (2)	\$0	\$0	\$0	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000
Meadowood/Foxborough Sidewalks	\$0	\$0	\$0	\$120,413	\$66,278	\$0	\$0	\$0	\$0	\$0	\$186,691
Mills & Follett Elevated Tank Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$271,500	\$271,500
Safe Streets Action Plan	\$0	\$0	\$0	\$200,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Sandusky Bay Pathway	\$0	\$0	\$0	\$0	\$520,000	\$0	\$0	\$0	\$0	\$0	\$520,000
Sewer - 1-Ton Dump, Sweeper	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$0	\$0	\$450,000
Sheldon's Marsh Intake & BIWW Capacity - Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Sheldon's Marsh Intake Improvements - Constr.	\$0	\$0	\$0	\$2,750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,750,000
Sidewalk Project #2	\$0	\$0	\$0	\$0	\$960,000	\$0	\$0	\$0	\$0	\$0	\$960,000
Superior and Venice Construction	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Superior and Venice Study (a)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$300,000
Surface Seal and Microsurface	\$0	\$0	\$0	\$0	\$96,061	\$0	\$0	\$0	\$0	\$0	\$96,061
Switch Upgrades	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,000	\$0	\$0	\$32,000
Tennis Courts Construction	\$0	\$0	\$0	\$250,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$400,000
The Landing (RAISE) - Construction	\$0	\$0	\$0	\$6,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$6,200,000
The Landing (RAISE) - Inspection	\$0	\$0	\$0	\$620,000	\$0	\$0	\$0	\$0	\$0	\$0	\$620,000
The Landing Park - Construction	\$0	\$0	\$0	\$7,261,273	\$0	\$0	\$19,597,586	\$0	\$0	\$0	\$26,858,859
The Landing Park - Inspection	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$2,000,000
The Landing Permitting	\$0	\$0	\$0	\$0	\$480,000	\$0	\$0	\$0	\$0	\$0	\$480,000
Tiffin Underpass Lighting	\$0	\$0	\$0	\$0	\$35,000	\$0	\$0	\$0	\$0	\$0	\$35,000
US-6 Urban Paving (Venice through Fremont)	\$0	\$0	\$0	\$1,290,625	\$493,205	\$0	\$0	\$0	\$0	\$0	\$1,783,830
West Monroe (Camp - Decatur) - Design	\$0	\$0	\$0	\$105,231	\$14,469	\$0	\$0	\$11,839	\$0	\$0	\$131,539
Wheels Park, Construction	\$0	\$0	\$0	\$0	\$885,800	\$0	\$0	\$0	\$0	\$0	\$885,800
Wheels Park, Construction Engineering & Testing	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000
Wheels Park, Shelters	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
2024 Total	\$0	\$0	\$0	\$32,399,783	\$10,070,939	\$0	\$24,973,586	\$1,669,089	\$0	\$596,500	\$69,709,897

2024 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

2025											
2025 Lead Line Replacement	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
2025 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$0	\$640,000	\$0	\$0	\$0	\$0	\$0	\$640,000
2025 Mobility Plan - Construction	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
2025 SBP - Edgewater, Monroe, ECHD	\$0	\$0	\$0	\$0	\$1,287,000	\$0	\$0	\$0	\$0	\$0	\$1,287,000
2025 Sidewalk Repairs	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
2025 Slip Lining (c)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$400,000
2025 Urban Forest Improvements	\$0	\$0	\$0	\$0	\$35,000	\$0	\$0	\$25,000	\$0	\$0	\$60,000
Avant	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$50,000	\$0	\$0	\$90,000
Camp Street Reconstruction (Perkins - Frantz)	\$0	\$0	\$0	\$175,000	\$185,573	\$0	\$0	\$0	\$0	\$0	\$360,573
Causeway Water Main Lining (~2 miles) (c)	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Causeway Wetlands Construction, Phase 2	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Chemical Storage Tank Replacements (fluoride)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
East Perkins - Const & Insp	\$0	\$0	\$0	\$316,092	\$431,131	\$0	\$0	\$0	\$0	\$0	\$747,223
Mack Iron Intersections	\$0	\$0	\$0	\$48,000	\$72,000	\$0	\$0	\$0	\$0	\$0	\$120,000
Miscellaneous Sewer Repairs for Dry Weather	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Pipe & Rhode - Design (a)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Rec Center Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$11,000,000	\$0	\$0	\$0	\$11,000,000
SBP Amenities - Shelby Ramp, Meigs, Venice	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
SCADA at Lift Stations & WWTP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
SCADA Improvements @ BIWW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Sewer - 4x4 Pick up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$60,000
Street - Leaf Box	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
Water - 4x4 pick up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$60,000
Water Plant Asphalt Repairs (w/ street resurfacing)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
West Monroe & Edgewater (Okamoto)	\$0	\$0	\$0	\$625,000	\$596,216	\$0	\$0	\$0	\$0	\$0	\$1,221,216
West Monroe (Broadway - Camp) - Const & Inspect	\$0	\$0	\$0	\$290,823	\$706,846	\$0	\$0	\$600,000	\$0	\$0	\$1,597,669
WPC - ToolCat	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$40,000
WWTP Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
2025 Total	\$0	\$0	\$0	\$5,004,915	\$7,223,766	\$0	\$11,000,000	\$1,575,000	\$0	\$635,000	\$25,438,681

2024 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

2026											
2026 Lead Line Replacement	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
2026 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$0	\$1,220,815	\$0	\$0	\$0	\$0	\$0	\$1,220,815
2026 Mobility Plan - Construction	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
2026 Sandusky Bay Pathway	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
2026 Sidewalk Repairs	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
2026 Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Arthur Street CSO (d)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
BIWW - ToolCat	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
Distribution Building	\$0	\$0	\$0	\$850,000	\$0	\$0	\$0	\$0	\$0	\$0	\$850,000
Filter Media Replacement & 36 Actuators (4)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Portable Generator	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Settling Basin Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Sewer - Jet Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475,000	\$0	\$0	\$475,000
Sewer/Water Facility & Equipment Improvements	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Street - Loader (order in 2025)	\$0	\$0	\$0	\$0	\$325,000	\$0	\$0	\$0	\$0	\$0	\$325,000
Surface Seal and Microsurface	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Sustainability Plan	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Traffic Signal Study	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$0	\$0	\$0	\$0	\$30,000
Venice Rd (Edgewater to Superior)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
Water - Utility Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
WWTP Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
2026 Total	\$0	\$0	\$0	\$2,950,000	\$2,230,815	\$15,000	\$0	\$1,550,000	\$0	\$1,100,000	\$7,845,815
2027											
2027 Lead Line Replacement	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
2027 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$0	\$1,119,517	\$0	\$0	\$0	\$0	\$0	\$1,119,517
2027 Mobility Plan - Construction	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
2027 Sandusky Bay Pathway	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
2027 Shore Protection Projects	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000	\$0	\$0	\$50,000
2027 Sidewalk Repairs	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
2027 Slip Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
2027 Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Class A Sludge/Centrifuge Construction	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
Combo. (C.bus -Wayne) (e)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
East Cleveland Road (S) Pedestrian Improvements	\$0	\$0	\$0	\$1,080,000	\$0	\$0	\$0	\$120,000	\$0	\$0	\$1,200,000
Loops under RR (6 locations) (b)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Meter Reading Communications Towers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Pipe/Rohde - Construction (a)	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Replacement of Miscellaneous 4" Mains (d)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Settling Basin Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Sewer - 1-Ton Dump, Backhoe	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$205,000	\$0	\$0	\$205,000
Shore Protection - Venice Lift Station (e)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Street - Trailer	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Superior Street Rehabilitation	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
Surface Seal and Microsurface	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Underground tank repairs (6)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
US-4 Urban Paving (Perkins to Jefferson)	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Water - Valve Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$125,000
West Monroe (Camp - Decatur) - Construction	\$0	\$0	\$0	\$461,933	\$115,483	\$0	\$0	\$346,000	\$0	\$0	\$923,416
2027 Total	\$0	\$0	\$0	\$5,641,933	\$2,230,000	\$0	\$0	\$1,121,000	\$0	\$1,600,000	\$10,592,933

2023 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

2028											
2028 Lead Line Replacement	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
2028 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$0	\$1,385,000	\$0	\$0	\$0	\$0	\$0	\$1,385,000
2028 Mobility Plan - Construction	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
2028 Sandusky Bay Pathway	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
2028 Shore Protection Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
2028 Sidewalk Repairs	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
2028 Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Baffle for Clearwell #2 (7)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Camp Street Relief Sewer Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Doors for Chemical Building (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
F & River Ave Flooding (f)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Filter Media Replacement & 36 Actuators (5)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Settling Basin Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Sewer - Construction Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$75,000
Sludge Pond Wall Reinforcement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Solids Handling Upgrades	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000
Street - Tandem Dump Truck	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Surface Seal and Microsurface	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Water - hoe ram	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
2028 Total	\$0	\$0	\$0	\$3,100,000	\$2,305,000	\$0	\$0	\$450,000	\$0	\$1,760,000	\$7,615,000
Grand Total	\$0	\$0	\$0	\$49,096,631	\$24,060,520	\$15,000	\$35,973,586	\$6,365,089	\$0	\$5,691,500	\$121,202,326

PUBLIC WORKS (ENGINEERING, SEWER, WATER, STREETS, FORESTRY, CEMETERY, MAJOR PROJECTS)



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 return the executed contract and provide payment to the Ohio Department of Transportation by the March 22, 2024, deadline; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 requests the Director of Transportation to proceed with the Highway Improvement Project (P.I.D. No. 103704) and approves the form of the Contract and authorizes and directs the City Manager to cooperate with the Director of Transportation and to enter into the contract with the Ohio Department of Transportation for the ODOT Resurfacing - Urban Paving City of Sandusky Project, substantially in the same form as attached to this Ordinance, marked Exhibit "A" and specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. The Finance Director is authorized and directed to expend funds to the Treasurer of State for the ODOT Resurfacing - Urban Paving City of Sandusky Project in an amount **not to exceed** Four Hundred Ninety-Three Thousand, Two Hundred Five and 00/100 Dollars (\$493,205.00), consistent with carrying out the requirements of this Ordinance and the terms of the Contract.

Section 3. The Director of Public Works is authorized and directed to deliver a certified copy of this Ordinance together with all necessary documents to the Director of the Ohio Department of Transportation.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024

C O N T R A C T
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of **Sandusky**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of improvements to U.S. Route 6 (S.L.M. 3.64- 5.61) from the west corporation limit to just east of Edgewater Avenue and U.S. Route 250 (S.L.M. 0.00-0.49), including pavement planing, partial & full depth pavement repair, resurfacing, pavement markings, sidewalk, curb ramps, and drainage upgrades, lying within the City of Sandusky.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Six Hundred Sixty-Eight Thousand Two Hundred Five and - - - 00/100 Dollars, (\$668,205.00) LESS OPWC in the amount of One Hundred Seventy-Five Thousand and - - - 00/100 Dollars, (\$175,000.00) leaving a balance of Four Hundred Ninety-Three Thousand Two Hundred Five and - - - 00/100 Dollars, (\$493,205.00).**
5. **The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Sandusky
240 Columbus Avenue
Sandusky, Ohio
44870

Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, 4th Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

LOCAL PUBLIC AGENCY
City of **Sandusky**

Director of Transportation

City Manger

Date

Finance Director

Date

Law Director

Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Corinna Efke
Unit Coordinator, Transportation
Executive Agencies Section



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: February 13, 2024

Subject: Commission Agenda Item – Amendment #1 to Professional Design Services Agreement with Bramhall Engineering and Surveying Company, Inc. for the East Perkins Avenue Resurfacing Project

ITEM FOR CONSIDERATION: Legislation for approval of Amendment #1 to the Professional Design Services Agreement with Bramhall Engineering and Surveying Company of Avon, Ohio for design services on the East Perkins Avenue Resurfacing Project (PID 113959).

BACKGROUND INFORMATION: was passed on November 29, 2022, at the Sandusky City Commission meeting. On November 28, 2022, via Ordinance 22-233, the City Commission approved entering into a Professional Design Services Agreement with Bramhall Engineering and Surveying Company, Inc. for the preliminary design of the East Perkins Avenue Resurfacing Project, assigned Project Identification Number (PID) 113959 by the Ohio Department of Transportation (ODOT). The agreement was assigned Agreement Number 38430 by ODOT. This project originally included three properties that would require acquisition services, but it was recognized that an additional easement would need to be acquired. The amendment will include additional base mapping, legal descriptions, negotiations, cost comparisons, appraisals, and all other documentation to develop a reasonable offer to the property owner. It also includes modifications to the right of way plans and infrastructure layouts, as well as surveying services, setting right of way pins, and third-party reviews required by ODOT's acquisition process. Limited additional services during construction are also included to ensure the project proceeds with few interruptions.

BUDGETARY INFORMATION: The original contract amount of \$171,160.00 will be split between ODOT (\$136,928.00) and the City (\$34,232.00), which shall be paid with Capital Projects Street Funds. The additional fee of \$7,949.00 will also be split 80/20 with ODOT covering \$6,359.20 and the City covering the remaining \$1,589.80 with Capital Projects Street Funds. The total revised cost of the services is \$179,109 and the City's contribution will be \$35,821.80.

ACTION REQUESTED: It is recommended that proper legislation be prepared granting Amendment #1 to Professional Design Services Agreement with Bramhall Engineering and Surveying Company of Avon, Ohio for an increase in design services on the East Perkins Avenue Resurfacing Project in an amount of \$7,949.00, split with ODOT paying 80% and the City paying 20%) and that it be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to continue with the work and keep the project on track for ODOT milestones and funding deadlines.

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: Bramhall- East Perkins Ave Design Change Order

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

Account #431-6200-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/21/24

ORDINANCE NO. _____

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

WHEREAS, the City Commission approved and authorized the submission of an application to the Erie Regional Planning Commission, Metropolitan Planning Organization and an LPA Federal Project Agreement between the City and the Ohio Department of Transportation (ODOT) for the proposed East Perkins Avenue Resurfacing Project by Resolution No. 011-20R, passed on March 23, 2020; and

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

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

WHEREAS, Bramhall Engineering & Surveying Company will be providing additional professional design services for the East Perkins Avenue Resurfacing 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 original cost of the professional design services was \$171,160.00 and with this amendment in the amount of \$7,949.00, the total revised cost is \$179,109.00 and the cost of the amendment will be paid with Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT) and the Erie County Metropolitan Planning Organization (MPO) in the amount of \$6,359.20 and the remaining balance of \$1,589.80 will be paid with Capital Projects Street 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 continue with the work and keep the project on track for ODOT milestones and funding deadlines; 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 Amendment to the Agreement with Bramhall Engineering & Surveying Company of Avon, Ohio, for Professional Design Services for the East Perkins Avenue Resurfacing Project, PID #113959, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Seven Thousand Nine Hundred Forty-Nine and 00/100 Dollars (\$7,949.00), resulting in a revised total not to exceed One Hundred Seventy-Nine Thousand One Hundred Nine and 00/100 Dollars (\$179,109.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024

City of Sandusky

Agreement Number 38430

This Agreement No. 38430 instated on the ____ of _____, 2024 by and between City of Sandusky, hereinafter referred to as the City, and Bramhall Engineering and Surveying Company, hereinafter referred to as the Consultant, with an office located at 801 Moore Rd, Avon, OH 44011.

WITNESSETH

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform the design as authorized by the City for resurfacing of Perkins Ave, including adding sidewalks and curbs, in Erie County, Ohio, identified as ERI-CR 5-2.85 E. Perkins.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS).

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Preliminary Engineering Phase

Actual costs plus a fixed fee of seven thousand seventy-five dollars (\$7,075). However, the maximum prime compensation shall not exceed seventy-two thousand, one hundred sixty-three dollars (\$72,163).

Part 2: Environmental Engineering Phase

Actual costs plus a fixed fee of six thousand thirty-five dollars (\$6,035). However, the maximum prime compensation shall not exceed fifty-four thousand, one hundred twenty-seven dollars (\$54,127).

Part 3: Final Engineering Phase and R/W Phase

Actual costs plus a fixed fee of one thousand, two hundred forty-seven dollars (\$1,247). However, the maximum prime compensation shall not exceed thirty-nine thousand, seven hundred eighty dollars (\$39,780)

Part 4: Prebid Activities (if authorized)

Actual costs plus a fixed fee per hour worked as authorized for each Group delineated below. The maximum prime compensation shall not exceed two thousand, five hundred dollars (\$2,500). All costs shall be included in the maximum prime compensation.

<u>Group</u>	<u>Fixed Fee</u>
9	\$ 14.86
8	\$ 13.44
7	\$ 12.03
7	\$ 12.03
3	\$ 6.37
5	\$ 9.20
4	\$ 7.78
3	\$ 6.37
2	\$ 4.95

Part 5: ROW Activities from Plan Revisions (if authorized)

Actual costs plus a fixed fee of six hundred nineteen dollars (\$619). However, the maximum prime compensation shall not exceed five thousand, five hundred thirty-nine dollars (\$5,539).

<u>Group</u>	<u>Fixed Fee</u>
9	\$ 14.86
8	\$ 13.44
7	\$ 12.03
7	\$ 12.03
3	\$ 6.37
5	\$ 9.20
4	\$ 7.78
3	\$ 6.37
2	\$ 4.95

Part 6: Ongoing Services During Construction (if authorized)

Actual costs plus a fixed fee per hour worked as authorized for each Group delineated below. The maximum prime compensation shall not exceed five thousand dollars (\$5,000). All costs shall be included in the maximum prime compensation.

<u>Group</u>	<u>Fixed Fee</u>
9	\$ 14.86
8	\$ 13.44
7	\$ 12.03
7	\$ 12.03
3	\$ 6.37
5	\$ 9.20
4	\$ 7.78
3	\$ 6.37
2	\$ 4.95
2	\$ 4.95

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Scope of Services.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<https://budget.ohio.gov/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, signing parties expressly understand that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

City of Sandusky

City Manager

D FORM:

By: Antoni

City of Sandusky

APPROVED AS TO FORM:

By: _____

Title: _____

MODIFICATION #1 FEE PROPOSAL

EXHIBIT "A"

SUMMARY OF STEPS

	A	C	D	E	F	G	H	I	J	K
1	ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL									
2	AND LABOR RATES FOR									
3	Project: ERI-Perkins Avenue									
4	PID No. 113959									
5										
6										
7	CONSULTANT: Bramhall Engineering and Surveying Company					Proposal Date: 6/23/2022				
8						Revised Date: 8/23/2022				
9						Modification Date: 10/25/2023				
10	PROJECT DESCRIPTION: Roadway Resurfacing, Sidewalk Installation, and Waterline Installation									
11										
12	Task included in Modification #1				Average Overhead Rate = 157.79% (Net Fee Calc.)					
13					Overhead Percentage = 128.69%					
14					Net Fee Percentage = 11.00%					
15					Cost of Money = 0.22%					
16										
17										
18	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
19	Phase I - Planning Phase									
20										
21										
22	Task 1.1 Project Start-Up									
23	1.1.A Planning and Programming	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24	1.1.B STIP/TIP	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	1.1.C Internal Meeting with Project Sponsor and ODOT Staff	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26										
27	Subtotal 1.1 Project Start-Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
28										
29	Task 1.2 Project Initiation Package									
30	1.2.A Define Study Area and Logical Termini	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
31	1.2.B Conduct Field Review (walk through)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
32	1.2.C Identify Discipline Specific Issues for Project Initiation Package	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
33	1.2.D Project Initiation Package Preparation and Submittal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
34	1.2.E Aerial/Base mapping coordination with ODOT	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35	1.2.F Concept, Scope, and Budget Estimates	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
36										
37	Subtotal 1.2 Project Initiation Package	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
38										
39	Task 1.3 Existing Data, Research, and Analysis									
40	1.3.A Transportation and Land Use Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
41	1.3.B Crash Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
42	1.3.C Traffic Counts	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
43	1.3.D Planning Level Traffic - No Build Condition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
44	1.3.E Certified Traffic - No Build Condition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
45	1.3.F Capacity Analysis - Existing Conditions	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
46	1.3.G Develop Purpose & Need	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
47										
48	Subtotal 1.3 Existing Data, Research, and Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
49										
50	Task 1.4 Stakeholder Involvement and Public Involvement Plan									
51	1.4.A Public Involvement Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
52										
53	Subtotal 1.4 Stakeholder Involvement and PIP	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
54										
55	Task 1.5 Project Management for Planning Phase									
56	1.5.A Meetings	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
57	1.5.B General Oversight	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
58	1.5.C Project Set Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
59	1.5.D Non Routine (Soft) Items	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
60										
61	Subtotal 1.5 Project Management for Planning Phase	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
62										
63	Task 1.6 Limited Review									
64	1.6.A QA/QC for Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
65										
66	Subtotal 1.6 Subtotal Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
67										
68	SUBTOTAL Phase 1	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
69										
70										
71										
72										
73	Phase 2 - Preliminary Engineering Phase									
74										
75										
76	Task 2.1 Develop Preliminary Alternatives									
77	2.1.A Prepare Feasibility Study Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
78	2.1.A.A Planning Level Traffic for Feasible Alternatives	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
79	2.1.A.B Capacity Analysis for Alternatives	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
80	2.1.A.C Field Survey and Aerial Mapping - Planning Level	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
81	2.1.A.D Typical Section	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
82	2.1.A.E Preliminary Alignment and Profile	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SUMMARY OF STEPS

	A	C	D	E	F	G	H	I	J	K
	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
17										
18	Task Description									
83	2.1.A.F Cross-Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
84	2.1.A.G Mapping	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
85	2.1.A.H Stakeholder Public Involvement	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
86	2.1.A.I Prepare Feasibility Study	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
87										
88	Subtotal 2.1 Develop Preliminary Alternatives	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89										
90										
91	Task 2.2 Perform Environmental Field Studies									
92	2.2.A Property Owner Notification	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93	2.2.B Phase I Cultural Resource History/Architecture Survey	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94	2.2.C Ecological Survey Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95	2.2.D Environmental Site Assessment Screening	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96	2.2.E Social and Economic Resources	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97	2.2.F 4(f) determinations	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98	2.2.G Noise Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99	2.2.H Noise Analysis - Public Involvement	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100										
101	Subtotal 2.2 Perform Environmental Field Studies	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
102										
103	Task 2.3 AER Design									
104	2.3.A Field Survey and Aerial Mapping									
105	2.3.A.A Project Control, Benchmarks, and Reference Points	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
106	2.3.A.B Monumentation Recovery	\$58.00	7	\$406	\$522	\$1	\$0	\$0	\$115	\$1,045
107	2.3.A.C Base Mapping (incl. field verify)	\$53.50	8	\$428	\$551	\$1	\$0	\$0	\$121	\$1,101
108	2.3.A.D Drainage Survey (stream cross sections)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
109	2.3.A.E Establish property lines, tax ID, & ownerships on base map	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
110	2.3.A.F Property Owner Notification	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
111										
112	2.3.B Roadway	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
113	2.3.B.A Design Criteria	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
114	2.3.B.B Conceptual Typical Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
115	2.3.B.C Horizontal Alignment and Vertical Profile - Mainline	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
116	2.3.B.D Conceptual Cross Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
117	2.3.B.E Identify Construction Limits	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
118										
119	2.3.C Drainage	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
120	2.3.C.A Drainage Design Criteria Forms (LD-35)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
121	2.3.C.B LD-33 Form (Contact County Engineer)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
122	2.3.C.C Hydraulically size all major storm sewer trunk lines	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
123	2.3.C.D Perform preliminary hydraulic analysis for culverts	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
124	2.3.C.E Conceptual BMP	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
125	2.3.C.F Estimate impact to wetlands, streams, & other regulated water	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
126										
127	2.3.D Maintenance of Traffic	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
128	2.3.D.A Conceptual MOT Plan (without MOTAA)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
129										
130	2.3.E Utilities	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
131	2.3.E.A Utility Coordination and Documentation	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
132	2.3.E.B Subsurface Utility Engineering	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
133										
134	2.3.F Miscellaneous	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
135	2.3.F.A Identify and coordinate impacts on FEMA flood zones	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
136	2.3.F.B. Determine need for Design Exception	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
137										
138	Subtotal 2.3 AER Design	\$55.60	15	\$834	\$1,073	\$2	\$0	\$0	\$236	\$2,146
139										
140	Task 2.4 Prepare Cost Estimates									
141	2.4.A Roadway/Interchange Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
142	2.4.B Right of Way Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
143	2.4.C Utility	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
144										
145	Subtotal 2.4 Prepare Cost Estimates	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
146										
147	Task 2.5 AER Submittal and Other Studies									
148	2.5.A Prepare Alternative Evaluation Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
149	2.5.B Certified Traffic for Preferred Alternative	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
150	2.5.C Prepare Access Point Request (IMS/IJS)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
151	2.5.D Structures	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
152	2.5.D.A Bridge Structure Type Study (break out each bridge separately)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
153	2.5.D.B Complete bridge hydraulic study and scour analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
154	2.5.E Retaining wall justification	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
155										
156	Subtotal 2.5 AER Submittal and Other Studies	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
157										
158	Task 2.6 Public Involvement/Coordination									
159	2.6.A Public Involvement Meeting	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
160										
161	Subtotal 2.6 Public Involvement/Coordination	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
162										
163	Task 2.7 Stage 1 Design									

SUMMARY OF STEPS

	A	C	D	E	F	G	H	I	J	K
	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
164	2.7.A Roadway									
165	2.7.A.A Title Sheet	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
166	2.7.A.B Schematic Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
167	2.7.A.C General Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
168	2.7.A.D Typical Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
169	2.7.A.E Cross Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
170	2.7.A.F Plan and Profile - Mainline	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
171	2.7.A.G Plan and Profile - Crossroads	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
172	2.7.A.H Plan and Profile - Ramps	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
173	2.7.A.I Superelevation Table	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
174	2.7.A.J Intersection Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
175	2.7.A.K Update Interchange Geometrics & Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
176	2.7.A.L Driveway Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
177	2.7.A.M Design Exception Request	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
178	2.7.A.N Traffic Control	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
179										
180	2.7.B Drainage									
181	2.7.B.A Storm Sewer Profiles	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
182	2.7.B.B Culvert Detail Sheet	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
183	2.7.B.C Channel Relocation Details & Section Sheets	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
184	2.7.B.D Drainage Calculations	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
185	2.7.B.E BMP Design	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
186										
187	2.7.C Utilities									
188	2.7.C.A Utility Coordination and Documentation	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
189	2.7.C.B Description of proposed water and/or sewer work	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
190	2.7.C.C Subsurface Utility Engineering (SUE)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
191										
192	2.7.D Geotechnical Services and Report									
193	2.7.D.A Geotechnical Services and Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
194										
195	2.7.E Miscellaneous									
196	2.7.E.A Perform Airway/Highway clearance analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
197										
198	2.7.F Prepare C2 Cost Estimates and Update Milestones									
199	2.7.F.A Roadway/Interchange Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
200	2.7.F.B Right of Way	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
201	2.7.F.C Utility	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
202										
203	2.7.G Maintenance of Traffic									
204	2.7.G.B Detour Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
205										
206	Subtotal 2.7 Stage 1 Design	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
207										
208	Task 2.8 Project Management for Preliminary Engineering Phase									
209	2.8.A Task List and Fee Proposal Preparation	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
210	2.8.B General Oversight	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
211	2.8.C Project Set Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
212	2.8.D Non Routine (Soft) Items	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
213										
214	Subtotal 2.8 Project Management for PE Phase	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
215										
216	Task 2.9 Limited Review									
217	2.9.A QA/QC for Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
218										
219	Subtotal 2.9 Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
220										
221	SUBTOTAL Phase 2	\$55.60	15	\$834	\$1,073	\$2	\$0	\$0	\$236	\$2,146
222										
223	Phase 3 - Environmental Engineering Phase									
224										
225	Task 3.1 Environmental Field Studies and Refined Impacts									
226	3.1.A Phase I Cultural Archaeological	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
227	3.1.B Phase II Cultural Resource History/Architecture Survey	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
228	3.1.C Section 4(f) Evaluation	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
229	3.1.D Phase I Environmental Site Assessment	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
230	3.1.E Farmland Studies	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
231	3.1.F Secondary and Cumulative Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
232	3.1.G Biological Assessment for Federally Listed Species	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
233	3.1.H Prepare Waterway Permit Determination Package/Permits	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
234	3.1.I Phase II Environmental Site Assessment	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
235	3.1.J Mussel Survey	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
236										
237	Subtotal 3.1 Environmental Field Studies and Refined Impacts	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
238										
239	Task 3.2 Stage 1 Value Engineering									
240	3.2.A Value Engineering Study and Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
241										
242	Subtotal 3.2 Stage 1 Value Engineering	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
243										

SUMMARY OF STEPS

	A	C	D	E	F	G	H	I	J	K
		Hourly	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
	Task Description	Rate	Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
244	Task 3.3 Stage 2									
245	3.3.A Roadway									
246	3.3.A.A Title Sheet	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
247	3.3.A.B Schematic	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
248	3.3.A.C General Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
249	3.3.A.D Typical Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
250	3.3.A.E Plan and Profile - Mainline	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
251	3.3.A.F Cross Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
252	3.3.A.G Intersection Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
253										
254	3.3.B Drainage	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
255	3.3.B.A Storm Sewer Profiles	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
256	3.3.B.B Culvert Detail Sheets including headwall and wingwall details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
257	3.3.B.C Channel Relocation Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
258	3.3.B.D Underdrain details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
259	3.3.B.E BMP Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
260										
261	3.3.C Traffic Control	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
262										
263	3.3.E Maintenance of Traffic	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
264	3.3.E.A MOT General Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
265	3.3.E.B Detour Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
266										
267	3.3.J Utilities	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
268	3.3.J.A Utility Coordination and Documentation	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
269	3.3.J.B Water Works Plan, Details, & Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
270	3.3.J.C Sanitary Sewer Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
271										
272	3.3.K Geotechnical Services	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
273	3.3.K.A Finalize Geotechnical Investigation and Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
274										
275	Subtotal 3.3 Stage 2	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
276										
277	Task 3.4 Right of Way Plans									
278	3.4.A Conceptual Right of Way Plan Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
279	3.4.B Preliminary Right of Way Plans									
280	3.4.B.A Legend Sheet	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
281	3.4.B.B Centerline Survey Plat	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
282	3.4.B.C Property Map	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
283	3.4.B.D Summary of Additional Right of Way	\$41.00	1	\$41	\$53	\$0	\$0	\$0	\$12	\$105
284	3.4.B.E Detailed ROW Plan Sheets	\$41.00	1	\$41	\$53	\$0	\$0	\$0	\$12	\$105
285	3.4.B.F Special Plats	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
286	3.4.B.G Legal Descriptions and Closure Calculations	\$60.00	4	\$240	\$309	\$1	\$0	\$0	\$68	\$617
287	3.4.B.H Right-of-Way Acquisition Estimate	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
288	3.4.B.I Field Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
289										
290	3.4.C Compliance Right of Way Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
291										
292	3.4.D Final Right of Way Plans									
293	3.4.D.A Final Right of Way Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
294	3.4.D.B Field Review & Verify Property Owners	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
295	3.4.D.C Record Centerline Plat and all appropriate documents	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
296										
297	Subtotal 3.4 Right of Way Plans	\$53.67	6	\$322	\$414	\$1	\$0	\$0	\$91	\$828
298										
299	Task 3.5 Prepare Environmental Document									
300	3.5.A Prepare Environmental Document	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
301										
302	Subtotal 3.5 Prepare Environmental Document	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
303										
304	Task 3.6 Environmental Commitments and Plan Notes									
305	3.6.A Environmental Commitment Plan Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
306										
307	Subtotal 3.6 Environmental Commitments and Plan Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
308										
309	Task 3.7 Prepare Cost Estimates and Revise Milestones									
310	3.7.A Roadway/Interchange Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
311	3.7.B Structure Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
312	3.7.C Utility Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
313										
314	Subtotal 3.7 Prepare Cost Estimates and Revise Milestones	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
315										
316	Task 3.8 Project Management for Environmental Engineering Phase									
317	3.8.A Meetings	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
318	3.8.B General Oversight	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
319	3.8.C Project Set Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
320	3.8.D Non Routine (Soft) Items	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
321										
322	Subtotal 3.8 Project Management for EE Phase	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
323										
324	Task 3.9 Limited Review									

SUMMARY OF STEPS

	A	C	D	E	F	G	H	I	J	K
	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
325	3.9.A QA/QC for Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
326										
327	Subtotal 3.9 Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
328										
329	SUBTOTAL Phase 3	\$53.67	6	\$322	\$414	\$1	\$0	\$0	\$91	\$828
330										
331	Phase 4 - Final Engineering and R/W Phase									
332										
333	Task 4.1 Right of Way Acquisition									
334	4.1.A Right of Way Acquisition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$4,975	\$0	\$4,975
335										
336	Subtotal 4.1 Stage 3 Right of Way Acquisition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$4,975	\$0	\$4,975
337										
338	Task 4.2 Stage 3 Detailed Design Plans									
339	4.2.A Quantities and Notes	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
340	4.2.A.A Pavement Subsummary	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
341	4.2.A.B Drainage Subsummary	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
342	4.2.A.C Roadway Subsummary	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
343	4.2.A.D Earthwork and Seeding Subsummary	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
344	4.2.A.E General Summary Sheet	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
345	4.2.A.F General Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
346	4.2.A.G Driveway Subsummary or Driveway Details (if incl. on same sh	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
347										
348	4.2.B Drainage	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
349	4.2.B.A Storm Sewer Profiles	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
350	4.2.B.B Culvert Detail Sheet incl. headwall and wingwall details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
351	4.2.B.C Channel Relocation Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
352	4.2.B.D Underdrain details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
353	4.2.B.E BMP Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
354										
355	4.2.C Traffic Control Plans	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
356	4.2.C.A Signing and Pavement Marking Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
357										
358	4.2.D Miscellaneous	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
359	4.2.D.A Prepare FAA Form 7460-1 for Airway/Highway Clearance	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
360	4.2.D.B Project Site Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
361	4.2.D.C Title Sheet	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
362										
363	4.2.E Maintenance of Traffic	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
364	4.2.E.A MOT Plan Sheets	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
365										
366	Subtotal 4.2 Stage 3 Detailed Design Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
367										
368	Task 4.3 Prepare Cost Estimates and Revise Milestones									
369	4.3.A Roadway/Interchange Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
370	4.3.B Right of Way Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
371	4.3.C Structure Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
372	4.3.D Utility Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
373										
374	Subtotal 4.3 Prepare Cost Estimates and Revise Milestones	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
375										
376	Task 4.4 Final Plan Package									
377	4.4.A Submission of Final Tracings and Documentation	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
378										
379	Subtotal 4.4 Final Plan Package	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
380										
381	Task 4.5 Project Management for Final Engineering and R/W Phase									
382	4.5.A Meetings	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
383	4.5.B General Oversight	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
384	4.5.C Project Set Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
385	4.5.D Non Routine (Soft) Items	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
386										
387	Subtotal 4.5 Project Mangement for FE and R/W Phase	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
388										
389										
390	SUBTOTAL Phase 4	#DIV/0!	0	\$0	\$0	\$0	\$0	\$4,975	\$0	\$4,975
391										
392										
393	SUBTOTAL Phases 1-4	\$55.05	21	\$1,156	\$1,488	\$3	\$0	\$4,975	\$328	\$7,949
394										
395										
396	If Authorized Items									
397										
398	Task 4.6 Pre-Bid Activities									
399	4.6.A Pre-Bid Questions	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400										
401	Subtotal 4.6 Pre-Bid Activities	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
402										
403	Task 4.7 Plan Revisions due to R/W Negotiations									
404	4.7.A Plan Revisions due to R/W Negotiations	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SUMMARY OF STEPS

	A	C	D	E	F	G	H	I	J	K
	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
405	Subtotal 4.7 Plan Revisions due to R/W Negotiations	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
407										
408	Task 4.8 Temporary Staking for Utilities and Appraisals									
409	4.8.A Temporary Staking for Utilities and Appraisals	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
410										
411	Subtotal 4.8 Temporary Staking for Utilities and Appraisals	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
412										
413	Task 4.9 Setting R/W Pins after Acquisition									
414	4.9.A Setting R/W Pins after Acquisition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
415										
416	Subtotal 4.9 Setting R/W Pins after Acquisition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
417										
418	Task 5.1 On-Going Services During Construction									
419	5.1.A On-Going Services During Construction	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
420										
421	Subtotal 5.1 On-Going Services During Construction	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
422										
423	SUBTOTAL If Authorized Items	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
424										
425										
426	SUBTOTAL Phases 1-4 and If Authorized Items	\$55.05	21	\$1,156	\$1,488	\$3	\$0	\$4,975	\$328	\$7,949
427										
428										

	A	B	H	I	J	K	L	M	N	O	P	Q	R	S
1	DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES,						Proposal Date	6/23/2022						
2	AND LABOR RATES FOR						Revised Date	8/23/2022						
3	Project: ERI-Perkins Avenue						Publication Date	10/25/2023						
4	PID No. 113959													
5														
6														
7	CONSULTANT: Bramhall Engineering and Surveying Company						HOURLY RATES							
8							Principal		\$90.00					
9	PROJECT DESCRIPTION: Roadway Resurfacing, Sidewalk Installation, and Waterline Installation						Proj Mgr		\$54.00					
10							Senior Engr		\$49.50					
11							Proj Engr		\$45.00					
12	Task included in Modification #1						Technician		\$28.00					
13							Clerical		\$27.00					
14							Survey Manager		\$60.00					
15							R/W Tech		\$41.00					
16							Survey Crew		\$66.00					
17														
18														
19														
20	Task Description		Prin.	Proj Mgr	Sr. Engr.	Proj. Engr	Tech	Clerical	Survey Mgr	R/W Tech	2 Pers. Survey Crew	Overall Total Hours	Labor Costs	
21	Phase I - Planning Phase													
22														
23														
24	Task 1.1 Project Start-Up													
25	1.1.A Planning and Programming		0	0	0	0	0	0	0	0	0	0	\$0	
26	1.1.B STIP/TIP		0	0	0	0	0	0	0	0	0	0	\$0	
27	1.1.C Internal Meeting with Project Sponsor and ODOT Staff		0	0	0	0	0	0	0	0	0	0	\$0	
28														
29	Subtotal 1.1 Project Start-Up		0	0	0	0	0	0	0	0	0	0	\$0	
30														
31	Task 1.2 Project Initiation Package													
32	1.2.A Define Study Area and Logical Termini		0	0	0	0	0	0	0	0	0	0	\$0	
33	1.2.B Conduct Field Review (walk through)		0	0	0	0	0	0	0	0	0	0	\$0	
34	1.2.C Identify Discipline Specific Issues for Project Initiation Package		0	0	0	0	0	0	0	0	0	0	\$0	
35	1.2.D Project Initiation Package Preparation and Submittal		0	0	0	0	0	0	0	0	0	0	\$0	
36	1.2.E Aerial/Base mapping coordination with ODOT		0	0	0	0	0	0	0	0	0	0	\$0	
37	1.2.F Concept, Scope, and Budget Estimates		0	0	0	0	0	0	0	0	0	0	\$0	
38														
39	Subtotal 1.2 Project Initiation Package		0	0	0	0	0	0	0	0	0	0	\$0	
40														
41	Task 1.3 Existing Data, Research, and Analysis													
42	1.3.A Transportation and Land Use Plans		0	0	0	0	0	0	0	0	0	0	\$0	
43	1.3.B Crash Analysis		0	0	0	0	0	0	0	0	0	0	\$0	
44	1.3.C Traffic Counts		0	0	0	0	0	0	0	0	0	0	\$0	
45	1.3.D Planning Level Traffic - No Build Condition		0	0	0	0	0	0	0	0	0	0	\$0	
46	1.3.E Certified Traffic - No Build Condition		0	0	0	0	0	0	0	0	0	0	\$0	
47	1.3.F Capacity Analysis - Existing Conditions		0	0	0	0	0	0	0	0	0	0	\$0	
48	1.3.G Develop Purpose & Need		0	0	0	0	0	0	0	0	0	0	\$0	
49														
50	Subtotal 1.3 Existing Data, Research, and Analysis		0	0	0	0	0	0	0	0	0	0	\$0	
51														
52	Task 1.4 Stakeholder Involvement and Public Involvement Plan													
53	1.4.A Public Involvement Plan		0	0	0	0	0	0	0	0	0	0	\$0	
54														
55	Subtotal 1.4 Stakeholder Involvement and PIP		0	0	0	0	0	0	0	0	0	0	\$0	
56														
57	Task 1.5 Project Management for Planning Phase													
58	1.5.A Meetings		0	0	0	0	0	0	0	0	0	0	\$0	
59	1.5.B General Oversight		0	0	0	0	0	0	0	0	0	0	\$0	
60	1.5.C Project Set Up		0	0	0	0	0	0	0	0	0	0	\$0	
61	1.5.D Non Routine (Soft) Items		0	0	0	0	0	0	0	0	0	0	\$0	
62														
63	Subtotal 1.5 Project Management for Planning Phase		0	0	0	0	0	0	0	0	0	0	\$0	
64														
65	Task 1.6 Limited Review													
66	1.6.A QA/QC for Limited Review		0	0	0	0	0	0	0	0	0	0	\$0	
67														
68	Subtotal 1.6 Subtotal Limited Review		0	0	0	0	0	0	0	0	0	0	\$0	
69														
70	SUBTOTAL Phase 1		0	0	0	0	0	0	0	0	0	0	\$0	
71														
72														
73														

	A	B	H	I	J	K	L	M	N	O	P	Q	R	S
19														
20	Task Description	Prin.	Proj Mgr	Sr. Engr.	Proj Engr	Tech	Clerical	Survey Mgr	R/W Tech	Survey Crew	Total Hours	Labor Costs		
74														
75	Phase 2 - Preliminary Engineering Phase													
76														
77														
78	Task 2.1 Develop Preliminary Alternatives													
79	2.1.A Prepare Feasibility Study Report													
80	2.1.A.A Planning Level Traffic for Feasible Alternatives	0	0	0	0	0	0	0	0	0	0	\$0		
81	2.1.A.B Capacity Analysis for Alternatives	0	0	0	0	0	0	0	0	0	0	\$0		
82	2.1.A.C Field Survey and Aerial Mapping - Planning Level	0	0	0	0	0	0	0	0	0	0	\$0		
83	2.1.A.D Typical Section	0	0	0	0	0	0	0	0	0	0	\$0		
84	2.1.A.E Preliminary Alignment and Profile	0	0	0	0	0	0	0	0	0	0	\$0		
85	2.1.A.F Cross-Sections	0	0	0	0	0	0	0	0	0	0	\$0		
86	2.1.A.G Mapping	0	0	0	0	0	0	0	0	0	0	\$0		
87	2.1.A.H Stakeholder Public Involvement	0	0	0	0	0	0	0	0	0	0	\$0		
88	2.1.A.I Prepare Feasibility Study	0	0	0	0	0	0	0	0	0	0	\$0		
89														
90	Subtotal 2.1 Develop Preliminary Alternatives	0	0	0	0	0	0	0	0	0	0	\$0		
91														
92														
93	Task 2.2 Perform Environmental Field Studies													
94	2.2.A Property Owner Notification	0	0	0	0	0	0	0	0	0	0	\$0		
95	2.2.B Phase I Cultural Resource History/Architecture Survey	0	0	0	0	0	0	0	0	0	0	\$0		
96	2.2.C Ecological Survey Report	0	0	0	0	0	0	0	0	0	0	\$0		
97	2.2.D Environmental Site Assessment Screening	0	0	0	0	0	0	0	0	0	0	\$0		
98	2.2.E Social and Economic Resources	0	0	0	0	0	0	0	0	0	0	\$0		
99	2.2.F 4(f) determinations	0	0	0	0	0	0	0	0	0	0	\$0		
100	2.2.G Noise Analysis	0	0	0	0	0	0	0	0	0	0	\$0		
101	2.2.H Noise Analysis - Public Involvement	0	0	0	0	0	0	0	0	0	0	\$0		
102														
103	Subtotal 2.2 Perform Environmental Field Studies	0	0	0	0	0	0	0	0	0	0	\$0		
104														
105	Task 2.3 AER Design													
106	2.3.A Field Survey and Aerial Mapping													
107	2.3.A.A Project Control, Benchmarks, and Reference Points	0	0	0	0	0	0	0	0	0	0	\$0		
108	2.3.A.B Monumentation Recovery	0	0	0	0	0	0	1	2	4	7	\$406		
109	2.3.A.C Base Mapping (incl. field verify)	0	0	0	0	0	0	0	4	4	8	\$428		
110	2.3.A.D Drainage Survey (stream cross sections)	0	0	0	0	0	0	0	0	0	0	\$0		
111	2.3.A.E Establish property lines, tax ID, & ownerships on base map	0	0	0	0	0	0	0	0	0	0	\$0		
112	2.3.A.F Property Owner Notification	0	0	0	0	0	0	0	0	0	0	\$0		
113														
114	2.3.B Roadway													
115	2.3.B.A Design Criteria	0	0	0	0	0	0	0	0	0	0	\$0		
116	2.3.B.B Conceptual Typical Sections	0	0	0	0	0	0	0	0	0	0	\$0		
117	2.3.B.C Horizontal Alignment and Vertical Profile - Mainline	0	0	0	0	0	0	0	0	0	0	\$0		
118	2.3.B.D Conceptual Cross Sections	0	0	0	0	0	0	0	0	0	0	\$0		
119	2.3.B.E Identify Construction Limits	0	0	0	0	0	0	0	0	0	0	\$0		
120														
121	2.3.C Drainage													
122	2.3.C.A Drainage Design Criteria Forms (LD-35)	0	0	0	0	0	0	0	0	0	0	\$0		
123	2.3.C.B LD-33 Form (Contact County Engineer)	0	0	0	0	0	0	0	0	0	0	\$0		
124	2.3.C.C Hydraulically size all major storm sewer trunk lines	0	0	0	0	0	0	0	0	0	0	\$0		
125	2.3.C.D Perform preliminary hydraulic analysis for culverts	0	0	0	0	0	0	0	0	0	0	\$0		
126	2.3.C.E Conceptual BMP	0	0	0	0	0	0	0	0	0	0	\$0		
127	2.3.C.F Estimate impact to wetlands, streams, & other regulated waters	0	0	0	0	0	0	0	0	0	0	\$0		
128														
129	2.3.D Maintenance of Traffic													
130	2.3.D.A Conceptual MOT Plan (without MOTAA)	0	0	0	0	0	0	0	0	0	0	\$0		
131														
132	2.3.E Utilities													
133	2.3.E.A Utility Coordination and Documentation	0	0	0	0	0	0	0	0	0	0	\$0		
134	2.3.E.B Subsurface Utility Engineering	0	0	0	0	0	0	0	0	0	0	\$0		
135														
136	2.3.F Miscellaneous													
137	2.3.F.A Identify and coordinate impacts on FEMA flood zones	0	0	0	0	0	0	0	0	0	0	\$0		
138	2.3.F.B. Determine need for Design Exception	0	0	0	0	0	0	0	0	0	0	\$0		
139														
140	Subtotal 2.3 AER Design	0	0	0	0	0	0	1	6	8	15	\$834		
141														
142	Task 2.4 Prepare Cost Estimates													
143	2.4.A Roadway/Interchange Costs	0	0	0	0	0	0	0	0	0	0	\$0		
144	2.4.B Right of Way Costs	0	0	0	0	0	0	0	0	0	0	\$0		
145	2.4.C Utility	0	0	0	0	0	0	0	0	0	0	\$0		
146														
147	Subtotal 2.4 Prepare Cost Estimates	0	0	0	0	0	0	0	0	0	0	\$0		
148														
149	Task 2.5 AER Submittal and Other Studies													
150	2.5.A Prepare Alternative Evaluation Report	0	0	0	0	0	0	0	0	0	0	\$0		
151	2.5.B Certified Traffic for Preferred Alternative	0	0	0	0	0	0	0	0	0	0	\$0		
152	2.5.C Prepare Access Point Request (IMS/US)	0	0	0	0	0	0	0	0	0	0	\$0		
153	2.5.D Structures	0	0	0	0	0	0	0	0	0	0	\$0		
154	2.5.D.A Bridge Structure Type Study (break out each bridge separately)	0	0	0	0	0	0	0	0	0	0	\$0		
155	2.5.D.B Complete bridge hydraulic study and scour analysis	0	0	0	0	0	0	0	0	0	0	\$0		
156	2.5.E Retaining wall justification	0	0	0	0	0	0	0	0	0	0	\$0		
157														
158	Subtotal 2.5 AER Submittal and Other Studies	0	0	0	0	0	0	0	0	0	0	\$0		
159														
160	Task 2.6 Public Involvement/Coordination													
161	2.6.A Public Involvement Meeting	0	0	0	0	0	0	0	0	0	0	\$0		
162														
163	Subtotal 2.6 Public Involvement/Coordination	0	0	0	0	0	0	0	0	0	0	\$0		
164														
165	Task 2.7 Stage 1 Design													
166	2.7.A Roadway													
167	2.7.A.A Title Sheet	0	0	0	0	0	0	0	0	0	0	\$0		
168	2.7.A.B Schematic Plan	0	0	0	0	0	0	0	0	0	0	\$0		
169	2.7.A.C General Notes	0	0	0	0	0	0	0	0	0	0	\$0		
170	2.7.A.D Typical Sections	0	0	0	0	0	0	0	0	0	0	\$0		
171	2.7.A.E Cross Sections	0	0	0	0	0	0	0	0	0	0	\$0		
172	2.7.A.F Plan and Profile - Mainline	0	0	0	0	0	0	0	0	0	0	\$0		
173	2.7.A.G Plan and Profile - Crossroads	0	0	0	0	0	0	0	0	0	0	\$0		
174	2.7.A.H Plan and Profile - Ramps	0	0	0	0	0	0	0	0	0	0	\$0		
175	2.7.A.I Superelevation Table	0	0	0	0	0	0	0	0	0	0	\$0		
176	2.7.A.J Intersection Details	0	0	0	0	0	0	0	0	0	0	\$0		
177	2.7.A.K Update Interchange Geometrics & Details	0	0	0	0	0	0	0	0	0	0	\$0		
178	2.7.A.L Driveway Details	0	0	0	0	0	0	0	0	0	0	\$0		
179	2.7.A.M Design Exception Request	0	0	0	0	0	0	0	0	0	0	\$0		
180	2.7.A.N Traffic Control	0	0	0	0	0	0	0	0	0	0	\$0		
181														

	A	B	H	I	J	K	L	M	N	O	P	Q	R	S
19														
20	Task Description		Prin.	Proj Mgr	Sr. Engr.	Proj Engr	Tech	Clerical	Survey Mgr	R/W Tech	Survey Crew	Total Hours	Labor Costs	
182	2.7.B Drainage													
183	2.7.B.A Storm Sewer Profiles		0	0	0	0	0	0	0	0	0	0	\$0	
184	2.7.B.B Culvert Detail Sheet		0	0	0	0	0	0	0	0	0	0	\$0	
185	2.7.B.C Channel Relocation Details & Section Sheets		0	0	0	0	0	0	0	0	0	0	\$0	
186	2.7.B.D Drainage Calculations		0	0	0	0	0	0	0	0	0	0	\$0	
187	2.7.B.E BMP Design		0	0	0	0	0	0	0	0	0	0	\$0	
188														
189	2.7.C Utilities													
190	2.7.C.A Utility Coordination and Documentation		0	0	0	0	0	0	0	0	0	0	\$0	
191	2.7.C.B Description of proposed water and/or sewer work		0	0	0	0	0	0	0	0	0	0	\$0	
192	2.7.C.C Subsurface Utility Engineering (SUE)		0	0	0	0	0	0	0	0	0	0	\$0	
193														
194	2.7.D Geotechnical Services and Report													
195	2.7.D.A Geotechnical Services and Report		0	0	0	0	0	0	0	0	0	0	\$0	
196														
197	2.7.E Miscellaneous													
198	2.7.E.A Perform Airway/Highway clearance analysis		0	0	0	0	0	0	0	0	0	0	\$0	
199														
200	2.7.F Prepare C2 Cost Estimates and Update Milestones													
201	2.7.F.A Roadway/Interchange Costs		0	0	0	0	0	0	0	0	0	0	\$0	
202	2.7.F.B Right of Way		0	0	0	0	0	0	0	0	0	0	\$0	
203	2.7.F.C Utility		0	0	0	0	0	0	0	0	0	0	\$0	
204														
205	2.7.G Maintenance of Traffic													
206	2.7.G.A Maintenance of Traffic General Notes		0	0	0	0	0	0	0	0	0	0	\$0	
207	2.7.G.B Detour Plan		0	0	0	0	0	0	0	0	0	0	\$0	
208														
209	Subtotal 2.7 Stage 1 Design		0	0	0	0	0	0	0	0	0	0	\$0	
210														
211	Task 2.8 Project Management for Preliminary Engineering Phase													
212	2.8.A Task List and Fee Proposal Preparation		0	0	0	0	0	0	0	0	0	0	\$0	
213	2.8.B General Oversight		0	0	0	0	0	0	0	0	0	0	\$0	
214	2.8.C Project Set Up		0	0	0	0	0	0	0	0	0	0	\$0	
215	2.8.D Non Routine (Soft) Items		0	0	0	0	0	0	0	0	0	0	\$0	
216														
217	Subtotal 2.8 Project Management for PE Phase		0	0	0	0	0	0	0	0	0	0	\$0	
218														
219	Task 2.9 Limited Review													
220	2.9.A QA/QC for Limited Review		0	0	0	0	0	0	0	0	0	0	\$0	
221														
222	Subtotal 2.9 Limited Review		0	0	0	0	0	0	0	0	0	0	\$0	
223														
224	SUBTOTAL Phase 2		0	0	0	0	0	0	1	6	8	15	\$834	
225														
226	Phase 3 - Environmental Engineering Phase													
227														
228	Task 3.1 Environmental Field Studies and Refined Impacts													
229	3.1.A Phase I Cultural Archaeological		0	0	0	0	0	0	0	0	0	0	\$0	
230	3.1.B Phase II Cultural Resource History/Architecture Survey		0	0	0	0	0	0	0	0	0	0	\$0	
231	3.1.C Section 4(f) Evaluation		0	0	0	0	0	0	0	0	0	0	\$0	
232	3.1.D Phase I Environmental Site Assessment		0	0	0	0	0	0	0	0	0	0	\$0	
233	3.1.E Farmland Studies		0	0	0	0	0	0	0	0	0	0	\$0	
234	3.1.F Secondary and Cumulative Review		0	0	0	0	0	0	0	0	0	0	\$0	
235	3.1.G Biological Assessment for Federally Listed Species		0	0	0	0	0	0	0	0	0	0	\$0	
236	3.1.H Prepare Waterway Permit Determination Package/Permits		0	0	0	0	0	0	0	0	0	0	\$0	
237	3.1.I Phase II Environmental Site Assessment		0	0	0	0	0	0	0	0	0	0	\$0	
238	3.1.J Mussel Survey		0	0	0	0	0	0	0	0	0	0	\$0	
239														
240	Subtotal 3.1 Environmental Field Studies and Refined Impacts		0	0	0	0	0	0	0	0	0	0	\$0	
241														
242	Task 3.2 Stage 1 Value Engineering													
243	3.2.A Value Engineering Study and Report		0	0	0	0	0	0	0	0	0	0	\$0	
244														
245	Subtotal 3.2 Stage 1 Value Engineering		0	0	0	0	0	0	0	0	0	0	\$0	
246														
247	Task 3.3 Stage 2													
248	3.3.A Roadway													
249	3.3.A.A Title Sheet		0	0	0	0	0	0	0	0	0	0	\$0	
250	3.3.A.B Schematic		0	0	0	0	0	0	0	0	0	0	\$0	
251	3.3.A.C General Notes		0	0	0	0	0	0	0	0	0	0	\$0	
252	3.3.A.D Typical Sections		0	0	0	0	0	0	0	0	0	0	\$0	
253	3.3.A.E Plan and Profile - Mainline		0	0	0	0	0	0	0	0	0	0	\$0	
254	3.3.A.F Cross Sections		0	0	0	0	0	0	0	0	0	0	\$0	
255	3.3.A.G Intersection Details		0	0	0	0	0	0	0	0	0	0	\$0	
256														
257	3.3.B Drainage													
258	3.3.B.A Storm Sewer Profiles		0	0	0	0	0	0	0	0	0	0	\$0	
259	3.3.B.B Culvert Detail Sheets including headwall and wingwall details		0	0	0	0	0	0	0	0	0	0	\$0	
260	3.3.B.C Channel Relocation Details		0	0	0	0	0	0	0	0	0	0	\$0	
261	3.3.B.D Underdrain details		0	0	0	0	0	0	0	0	0	0	\$0	
262	3.3.B.E BMP Details		0	0	0	0	0	0	0	0	0	0	\$0	
263														
264	3.3.C Traffic Control		0	0	0	0	0	0	0	0	0	0	\$0	
265														
266	3.3.E Maintenance of Traffic													
267	3.3.E.A MOT General Notes		0	0	0	0	0	0	0	0	0	0	\$0	
268	3.3.E.B Detour Plan		0	0	0	0	0	0	0	0	0	0	\$0	
269														
270	3.3.J Utilities													
271	3.3.J.A Utility Coordination and Documentation		0	0	0	0	0	0	0	0	0	0	\$0	
272	3.3.J.B Water Works Plan, Details, & Notes		0	0	0	0	0	0	0	0	0	0	\$0	
273	3.3.J.C Sanitary Sewer Plans		0	0	0	0	0	0	0	0	0	0	\$0	
274														
275	3.3.K Geotechnical Services													
276	3.3.K.A Finalize Geotechnical Investigation and Report		0	0	0	0	0	0	0	0	0	0	\$0	
277														
278	Subtotal 3.3 Stage 2		0	0	0	0	0	0	0	0	0	0	\$0	
279														

	A	B	H	I	J	K	L	M	N	O	P	Q	R	S
19	Task Description		Prin.	Proj Mgr	Sr. Engr.	Proj. Engr	Tech	Clerical	Survey Mgr	R/W Tech	Survey Crew	Total Hours	Labor Costs	
280	Task 3.4 Right of Way Plans													
281	3.4.A Conceptual Right of Way Plan Review		0	0	0	0	0	0	0	0	0	0	\$0	
282	3.4.B Preliminary Right of Way Plans													
283	3.4.B.A Legend Sheet		0	0	0	0	0	0	0	0	0	0	\$0	
284	3.4.B.B Centerline Survey Plat		0	0	0	0	0	0	0	0	0	0	\$0	
285	3.4.B.C Property Map		0	0	0	0	0	0	0	0	0	0	\$0	
286	3.4.B.D Summary of Additional Right of Way		0	0	0	0	0	0	0	1	0	1	\$41	
287	3.4.B.E Detailed ROW Plan Sheets		0	0	0	0	0	0	0	1	0	1	\$41	
288	3.4.B.F Special Plats		0	0	0	0	0	0	0	0	0	0	\$0	
289	3.4.B.G Legal Descriptions and Closure Calculations		0	0	0	0	0	0	4	0	0	4	\$240	
290	3.4.B.H Right-of-Way Acquisition Estimate		0	0	0	0	0	0	0	0	0	0	\$0	
291	3.4.B.I Field Review		0	0	0	0	0	0	0	0	0	0	\$0	
292														
293	3.4.C Compliance Right of Way Plans		0	0	0	0	0	0	0	0	0	0	\$0	
294														
295	3.4.D Final Right of Way Plans													
296	3.4.D.A Final Right of Way Plans		0	0	0	0	0	0	0	0	0	0	\$0	
297	3.4.D.B Field Review & Verify Property Owners		0	0	0	0	0	0	0	0	0	0	\$0	
298	3.4.D.C Record Centerline Plat and all appropriate documents		0	0	0	0	0	0	0	0	0	0	\$0	
299														
300	Subtotal 3.4 Right of Way Plans		0	0	0	0	0	0	4	2	0	6	\$322	
301														
302	Task 3.5 Prepare Environmental Document													
303	3.5.A Prepare Environmental Document		0	0	0	0	0	0	0	0	0	0	\$0	
304														
305	Subtotal 3.5 Prepare Environmental Document		0	0	0	0	0	0	0	0	0	0	\$0	
306														
307	Task 3.6 Environmental Commitments and Plan Notes													
308	3.6.A Environmental Commitment Plan Notes		0	0	0	0	0	0	0	0	0	0	\$0	
309														
310	Subtotal 3.6 Environmental Commitments and Plan Notes		0	0	0	0	0	0	0	0	0	0	\$0	
311														
312	Task 3.7 Prepare Cost Estimates and Revise Milestones													
313	3.7.A Roadway/Interchange Costs		0	0	0	0	0	0	0	0	0	0	\$0	
314	3.7.B Structure Costs		0	0	0	0	0	0	0	0	0	0	\$0	
315	3.7.C Utility Costs		0	0	0	0	0	0	0	0	0	0	\$0	
316														
317	Subtotal 3.7 Prepare Cost Estimates and Revise Milestones		0	0	0	0	0	0	0	0	0	0	\$0	
318														
319	Task 3.8 Project Management for Environmental Engineering Phase													
320	3.8.A Meetings		0	0	0	0	0	0	0	0	0	0	\$0	
321	3.8.B General Oversight		0	0	0	0	0	0	0	0	0	0	\$0	
322	3.8.C Project Set Up		0	0	0	0	0	0	0	0	0	0	\$0	
323	3.8.D Non Routine (Soft) Items		0	0	0	0	0	0	0	0	0	0	\$0	
324														
325	Subtotal 3.8 Project Management for EE Phase		0	0	0	0	0	0	0	0	0	0	\$0	
326														
327	Task 3.9 Limited Review													
328	3.9.A QA/QC for Limited Review		0	0	0	0	0	0	0	0	0	0	\$0	
329														
330	Subtotal 3.9 Limited Review		0	0	0	0	0	0	0	0	0	0	\$0	
331														
332	SUBTOTAL Phase 3		0	0	0	0	0	0	4	2	0	6	\$322	
333														
334	Phase 4 - Final Engineering and R/W Phase													
335														
336	Task 4.1 Right of Way Acquisition													
337	4.1.A Right of Way Acquisition		0	0	0	0	0	0	0	0	0	0	\$0	
338														
339	Subtotal 4.1 Stage 3 Right of Way Acquisition		0	0	0	0	0	0	0	0	0	0	\$0	
340														
341	Task 4.2 Stage 3 Detailed Design Plans													
342	4.2.A Quakes and Notes													
343	4.2.A.A Pavement Subsummary		0	0	0	0	0	0	0	0	0	0	\$0	
344	4.2.A.B Drainage Subsummary		0	0	0	0	0	0	0	0	0	0	\$0	
345	4.2.A.C Roadway Subsummary		0	0	0	0	0	0	0	0	0	0	\$0	
346	4.2.A.D Earthwork and Seeding Subsummary		0	0	0	0	0	0	0	0	0	0	\$0	
347	4.2.A.E General Summary Sheet		0	0	0	0	0	0	0	0	0	0	\$0	
348	4.2.A.F General Notes		0	0	0	0	0	0	0	0	0	0	\$0	
349	4.2.A.G Driveway Subsummary or Driveway Details (if incl. on same sheet)		0	0	0	0	0	0	0	0	0	0	\$0	
350														
351	4.2.B Drainage													
352	4.2.B.A Storm Sewer Profiles		0	0	0	0	0	0	0	0	0	0	\$0	
353	4.2.B.B Culvert Detail Sheet incl. headwall and wingwall details		0	0	0	0	0	0	0	0	0	0	\$0	
354	4.2.B.C Channel Relocation Details		0	0	0	0	0	0	0	0	0	0	\$0	
355	4.2.B.D Underdrain details		0	0	0	0	0	0	0	0	0	0	\$0	
356	4.2.B.E BMP Details		0	0	0	0	0	0	0	0	0	0	\$0	
357														
358	4.2.C Traffic Control Plans													
359	4.2.C.A Signing and Pavement Marking Plans		0	0	0	0	0	0	0	0	0	0	\$0	
360														
361	4.2.D Miscellaneous													
362	4.2.D.A Prepare FAA Form 7460-1 for Airway/Highway Clearance		0	0	0	0	0	0	0	0	0	0	\$0	
363	4.2.D.B Project Site Plan		0	0	0	0	0	0	0	0	0	0	\$0	
364	4.2.D.C Title Sheet		0	0	0	0	0	0	0	0	0	0	\$0	
365														
366	4.2.E Maintenance of Traffic													
367	4.2.E.A MOT Plan Sheets		0	0	0	0	0	0	0	0	0	0	\$0	
368														
369	Subtotal 4.2 Stage 3 Detailed Design Plans		0	0	0	0	0	0	0	0	0	0	\$0	
370														
371	Task 4.3 Prepare Cost Estimates and Revise Milestones													
372	4.3.A Roadway/Interchange Costs		0	0	0	0	0	0	0	0	0	0	\$0	
373	4.3.B Right of Way Costs		0	0	0	0	0	0	0	0	0	0	\$0	
374	4.3.C Structure Costs		0	0	0	0	0	0	0	0	0	0	\$0	
375	4.3.D Utility Costs		0	0	0	0	0	0	0	0	0	0	\$0	
376														
377	Subtotal 4.3 Prepare Cost Estimates and Revise Milestones		0	0	0	0	0	0	0	0	0	0	\$0	
378														
379	Task 4.4 Final Plan Package													
380	4.4.A Submission of Final Tracings and Documentation		0	0	0	0	0	0	0	0	0	0	\$0	
381														
382	Subtotal 4.4 Final Plan Package		0	0	0	0	0	0	0	0	0	0	\$0	
383														
384	Task 4.5 Project Management for Final Engineering and R/W Phase													
385	4.5.A Meetings		0	0	0	0	0	0	0	0	0	0	\$0	
386	4.5.B General Oversight		0	0	0	0	0	0	0	0	0	0	\$0	
387	4.5.C Project Set Up		0	0	0	0	0	0	0	0	0	0	\$0	
388	4.5.D Non Routine (Soft) Items		0	0	0	0	0	0	0	0	0	0	\$0	
389														
390	Subtotal 4.5 Project Management for FE and R/W Phase		0	0	0	0	0	0	0	0	0	0	\$0	
391														

	A	B	H	I	J	K	L	M	N	O	P	Q	R	S
19	Task Description		Prin.	Proj Mgr	Sr. Engr.	Proj. Engr.	Tech	Clerical	Survey Mgr	R/W Tech	Survey Crew	Total Hours	Labor Costs	
392														
393														
394														
395	SUBTOTAL Phase 4		0	0	0	0	0	0	0	0	0	0	\$0	
396														
397														
398	SUBTOTAL Phases 1-4		0	0	0	0	0	0	5	8	8	21	\$1,156	
399														
400														
401														
402	If Authorized Items													
403														
404														
405	Task 4.6 Pre-Bid Activities													
406	4.6.A Pre-Bid Questions		0	0	0	0	0	0	0	0	0	0	\$0	
407														
408	Subtotal 4.6 Pre-Bid Activities		0	0	0	0	0	0	0	0	0	0	\$0	
409														
410	Task 4.7 Plan Revisions due to R/W Negotiations													
411	4.7.A Plan Revisions due to R/W Negotiations		0	0	0	0	0	0	0	0	0	0	\$0	
412														
413	Subtotal 4.7 Plan Revisions due to R/W Negotiations		0	0	0	0	0	0	0	0	0	0	\$0	
414														
415	Task 4.8 Temporary Staking for Utilities and Appraisals													
416	4.8.A Temporary Staking for Utilities and Appraisals		0	0	0	0	0	0	0	0	0	0	\$0	
417														
418	Subtotal 4.8 Temporary Staking for Utilities and Appraisals		0	0	0	0	0	0	0	0	0	0	\$0	
419														
420	Task 4.9 Setting R/W Pins after Acquisition													
421	4.9.A Setting R/W Pins after Acquisition		0	0	0	0	0	0	0	0	0	0	\$0	
422														
423	Subtotal 4.9 Setting R/W Pins after Acquisition		0	0	0	0	0	0	0	0	0	0	\$0	
424														
425														
426	Phase 5 - Construction Phase													
427														
428	Task 5.1 On-Going Services During Construction													
429	5.1.A On-Going Services During Construction		0	0	0	0	0	0	0	0	0	0	\$0	
430														
431	Subtotal 5.1 On-Going Services During Construction		0	0	0	0	0	0	0	0	0	0	\$0	
432														
433	SUBTOTAL If Authorized Items		0	0	0	0	0	0	0	0	0	0	\$0	
434														
435														
436	SUBTOTAL Phases 1-4 and If Authorized Items		0	0	0	0	0	0	5	8	8	21	\$1,156	
437														
438														
439														

MODIFICATION #1 FEE PROPOSAL NARRATIVE

EXHIBIT "A"

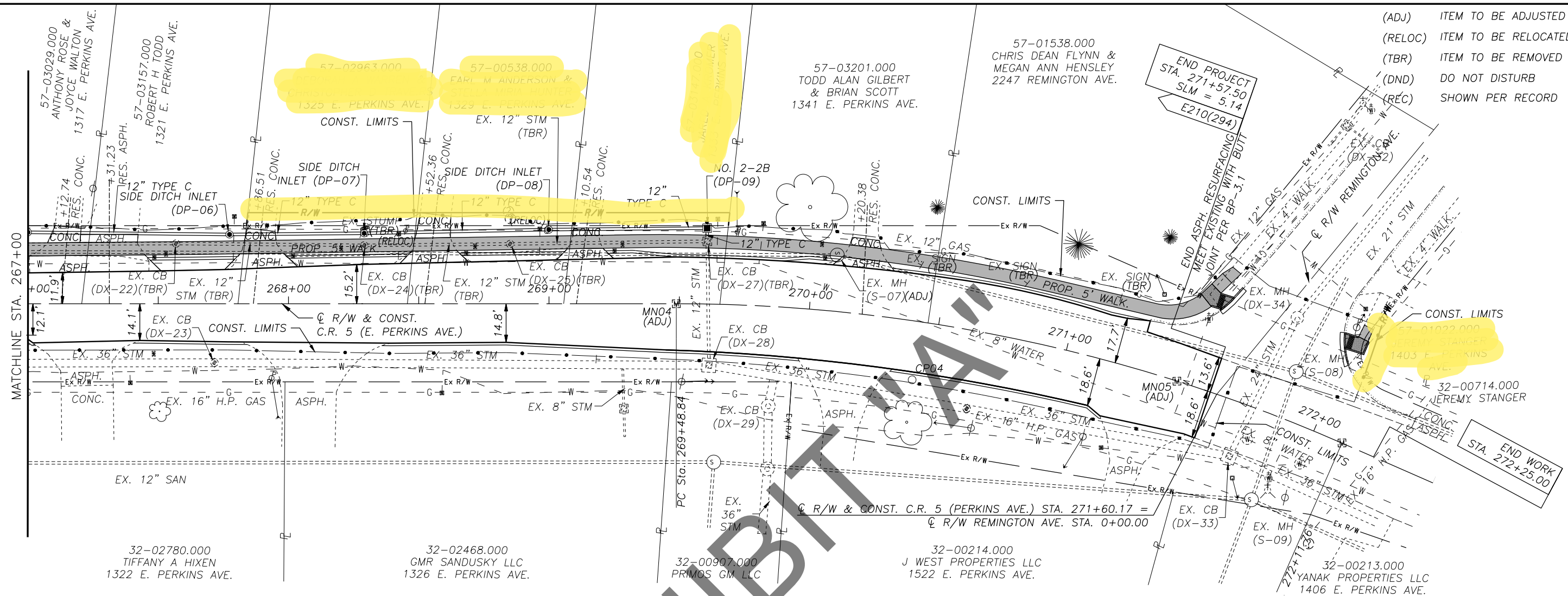
ERI-CR 5-2.85 (Perkins Avenue) PID No. 113959 – Modification #1
Summary of Additional/Revised Work

The original fee proposal estimated 4 parcels for R/W acquisition, while based on the Stage 1 design 5 parcels will require R/W. In addition, the original proposal assumed the locations of the parcels as one west of Pipe Creek, two corners at Pipe Street, and one at Remington Avenue. The locations of the 5 parcels based on Stage 1 design are the NE corner of Pipe Street, 3 parcels on the north side between Pipe Street and Remington Avenue, and the NE corner of Remington Avenue (see attached Exhibit).

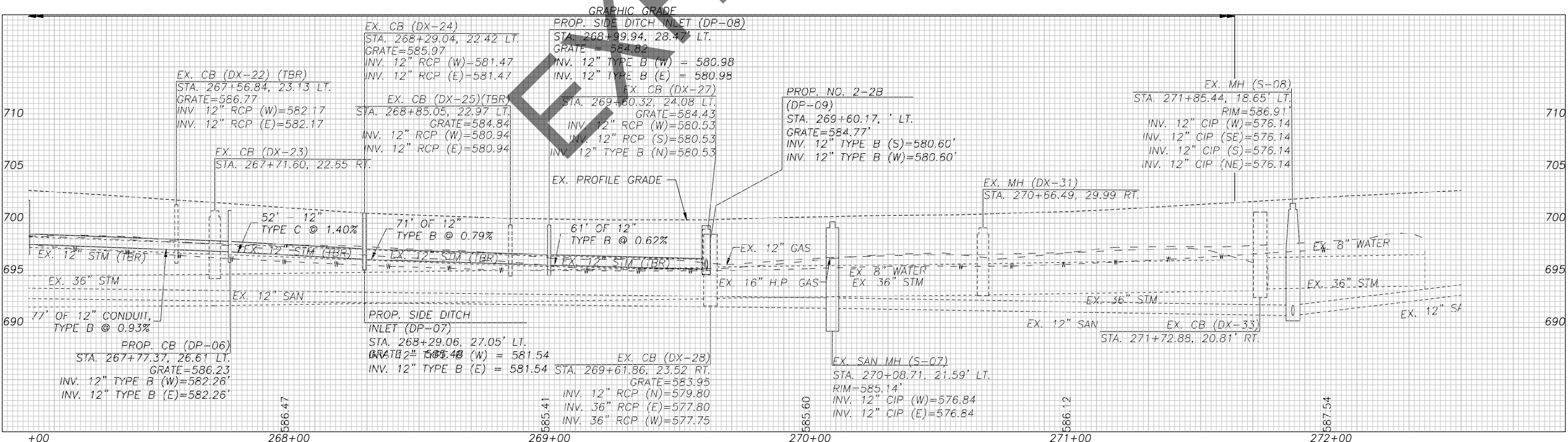
This modification covers the additional field and plan work required due to the increase in parcel count, as well as the additional services for O.R. Colan Associates for the additional parcel. O.R. Colan's original fee proposal was \$23,650.00 and the revised fee proposal (attached) is \$28,625.00. The fee proposal spreadsheet includes the \$4,975.00 in additional costs for O.R. Colan.

EXHIBIT "A"

J:\225775 ERI-CR 5-2.85 PID No. 113959 Drawings\Sheets\12 PLAN AND PROFILE.dwg, Plotted: May 15, 2023 - 12:41pm



- (ADJ) ITEM TO BE ADJUSTED
- (RELOC) ITEM TO BE RELOCATED
- (TBR) ITEM TO BE REMOVED
- (DND) DO NOT DISTURB
- (REC) SHOWN PER RECORD



PLAN AND PROFILE
STA. 267+00 TO STA. 272+50

ERI-CR 5-2.85
E. PERKINS AVE.

MODIFICATION #1
SUBCONSULTANT FEE PROPOSAL -
O.R. COLAN ASSOCIATES

EXHIBIT "A"

July 7, 2023

Val Kilmer
Bramhall Engineering and Surveying Company
801 Moore Road
Avon, Ohio 44011
vkilmer@bramhall-engineering.com

**Re: ERI CR 5 2.85 PID 113959
R/W Acquisition Services**

Dear Ms. Kilmer:

O.R. Colan Associates (ORC) is pleased to submit a cost proposal for R/W Acquisition services for the above noted roadway project. ORC will provide all services in accordance with the Ohio Department of Transportation's Real Estate Policy and Procedures Manual and the Federal Uniform Relocation Assistance Act. The scope of services will follow The Office of Real Estate's Scope Definitions for Right of Way Services, revised 8/29/14, and ORC's fees are in accordance with ODOT's Fee Guidance from July - 2022.

ORC's proposal services include Project Management, Title Research, Title Updates, Appraisal, Negotiation, Closings and Recordings. ORC has provided a parcel-by-parcel breakdown of fees in the attachment to show unit fees by parcel. We have noted that three of the WD takings will change to easements reducing the impacts to 1325, 1329 & 1333 E. Perkins Avenue. ORC has also proposed title updates based on the assumption that title reports will be completed during design and updates will be completed when ORC is authorized after final R/W plans have been approved. If this does not happen, ORC would only charge for the title reports (no title updates) as updates are traditionally included within the cost to complete the closings.

ORC is ready to begin upon notice to proceed. We appreciate the opportunity to work with the City of Sandusky and Bramhall on this project. If you require additional information or need clarification, feel free to call me at 440.827.6116, ext. 205.

Respectfully,



Benjamin Zera
Project Manager

Cc: Project File

Cost Proposal**ERI CR 5 2.85 PID 113959****O.R. Colan Associates****Date: 7-Jul-23**

APN	Take Type	Owner	Address	Appraisal Format	Appraisal Fee	PM Fee	Title Report	Title Update	Negotiation	Closing	Recordings
57-03029.000	WD	Rose/Walton	1317 E. Perkins	Value Analysis	\$ 850.00	\$ 960.00	\$ 840.00	\$ 250.00	\$ 2,300.00	\$ 780.00	\$ 75.00
57-02963.000	Easement	Warren/Travers	1325 E. Perkins	Value Analysis	\$ 850.00	\$ 960.00	\$ 500.00	\$ 250.00	\$ 2,300.00	\$ 570.00	\$ 75.00
57-00538.000	Easement	Anderson/Hunter	1329 E. Perkins	Value Analysis	\$ 850.00	\$ 960.00	\$ 500.00	\$ 250.00	\$ 2,300.00	\$ 570.00	\$ 75.00
57-03147.000	Easement	Kromer	1333 E. Perkins	Value Analysis	\$ 850.00	\$ 960.00	\$ 500.00	\$ 250.00	\$ 2,300.00	\$ 570.00	\$ 75.00
57-01022.000	WD	Stanger	1403 E. Perkins	Value Analysis	\$ 850.00	\$ 960.00	\$ 840.00	\$ 250.00	\$ 2,300.00	\$ 780.00	\$ 75.00
					\$ 4,250.00	\$ 4,800.00	\$ 3,180.00	\$ 1,250.00	\$ 11,500.00	\$ 3,270.00	\$ 375.00

Total \$ 28,625.00



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

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

Date: February 14, 2024

Subject: Commission Agenda Item – Permission to Bid the 2024 Local Street Resurfacing Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2024 Local Street Resurfacing Project.

BACKGROUND INFORMATION: The success of 2021, 2022 and 2023's Local Street Resurfacing projects extended the life of just about 23 miles of roadways throughout the City. This project is similar, in that it addresses 4.1 miles of roadways in poor condition.

As a result of the City's commitment to pavement surfacing and preservation, and despite our pavements constantly degrading 3-4 points per year, our overall pavement rating has actually increased 7 points since the initial survey in 2015. Putting this into numbers, we have over a \$1,000,000 of pavement degradation throughout the 108 miles of pavement each year and managing funds to keep up with degradation and actually get ahead of it is ideal for any City. To date, we have paved 21% of all streets in the City, within the last 3 years.

This project continues the most aggressive (in length, number of affected streets and estimated cost) local street resurfacing projects in the history of the City, this project addresses many of the worst street sections in the City based on a variety of factors, such as: updated street survey data compiled in 2023, age of existing asphalt surface, local roads, traffic volumes, recent neighborhood and park improvements, completed or planned capital improvements, existing planning documents, Street Employee feedback, complaints, etc. Staff has finalized the selection of 43 street segments totaling 4.1 centerline miles of streets (see Exhibit "A").

Because of the poor condition of these segments, varying degrees of pavement work is necessary. In general, a thin asphalt overlay is to be utilized in the replacement of the surface of these segments. In particular, segments needing more than just surface work will receive additional "milling" and possibly excavation to address structural problem areas in the pavement. Most of these streets have not seen new pavement in over 20 years, with some reportedly in the range of 30-40 years. The complete list of roadway segments is attached herein (exhibit "A") or will be finalized as soon as possible.

As "Bid B" to this paving project staff will be adding the milling and paving of the asphalt portion of the Service Center Parking lot off Cement Ave. Work here totals about 4200 Square Yards and will require about 350 tons of asphalt (Exhibit "B"). This lot is busy with service vehicles and residents utilizing the recycling bins. Its last paving was likely 2001, prior to the City occupying the building. Bidding this paving together with the larger asphalt project will save money on mobilization and bonding rather than bidding it out as a separate project.

Engineering staff stress the importance to get this project bid as quickly as possible because it is believed that many communities will also be bidding paving projects in the spring to ensure timely work. As contractors' schedules fill up, and oil prices stay volatile, the result is an increase in unit prices. Bidding the project early in the calendar year allows us to get ahead of most other communities and procure lower pricing.

BUDGETARY INFORMATION: The estimated cost of the street resurfacing is \$1,167,571.00 and the estimated cost for the parking lot (Alternate Bid) is \$49,963.00 for a total project cost of \$1,217,534 and with the local street resurfacing portion paid out of American Rescue Plan Act (ARPA) Stimulus Funds and the Parking lot portion paid out of Capital Funds.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the 2024 Local Street Resurfacing Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project early in the 2024 calendar year. Bidding the project early in the year will ensure aggressive bidding providing a savings to the City and allowing enough time for all work to be complete in the middle of the 2024 calendar year.

I concur with this recommendation:

John Orzech
City Manager

Aaron Klein, P.E.
Director

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

EXHIBIT "A"

STREET	FROM	TO
AVONDALE ST	AVONDALE ST	CLEVELAND RD
BUCKINGHAM ST	CLEVELAND RD	ERIE BLVD
BUCKINGHAM ST	ERIE BLVD	FIFTH ST
CLAY	FILMORE	PIERCE
E MADISON ST	WARREN ST	PERRY ST
E MARKET ST	FRANKLIN ST	WARREN ST
E WASHINGTON ST	PERRY ST	MEIGS ST
E WASHINGTON ST	FRANKLIN ST	WARREN ST
E WASHINGTON ST	WARREN ST	WARREN ST
E WASHINGTON ST	WARREN ST	PERRY ST
E. JEFFERSON ST	COLUMBUS	WAYNE ST
E. JEFFERSON ST	WAYNE	HANCOCK ST
ERIE BLVD	MARLBORO ST	BUCKINGHAM ST
ERIE BLVD	WAVERLY RD	MARLBORO ST
ERIE BLVD	CLEVELAND RD	HOLLYROOD RD
ERIE BLVD	BUCKINGHAM ST	OGONTZ ST
ERIE BLVD	HOLLYROOD RD	WAVERLY RD
FRANKLIN ST	E ADAMS ST	E WASHINGTON ST
FRANKLIN ST	E WASHINGTON ST	E MARKET ST
GRANT ST	SHERMAN ST	CAMPBELL ST
GRANT ST	THOMAS ST	SHERMAN ST
HOLLYROOD RD	ERIE BLVD	FIFTH ST
KARL-ANN DR	W PERKINS AVE	STAHLWOOD DR
MARLBORO ST	ERIE BLVD	FIFTH ST
MC KINLEY ST	OAKMONT LN	PINE CREST CONDOMINIUMS
MC KINLEY ST	PINE CREST CONDOMINIUMS	FIFTH ST
MC KINLEY ST	PINE CREST CONDOMINIUMS	OAKMONT LN
MC KINLEY ST	AVONDALE ST	PINE CREST CONDOMINIUMS
MEIGS ST	REESE ST	E MONROE ST
MEIGS ST	SYCAMORE LINE	REESE ST
MILLS ST	PIERCE ST (RR Tracks)	SENECA ST
PEARL ST	PIERCE ST	FRANTZ ST
PERRY ST	MADISON ST	MONROE ST
PIERCE ST	MILLS ST	PUTNAM ST
SHELBY ST	TYLER ST	W MONROE ST
STAHLWOOD DR	W PERKINS AVE	KARL-ANN DR
SYCAMORE LINE	SCOTT ST	FOURTH ST
SYCAMORE LINE	FINCH ST	PERRY ST
SYCAMORE LINE	FOURTH ST	NEIL ST
SYCAMORE LINE	PERRY ST	SCOTT ST

SYCAMORE LINE	NEIL ST	THIRD ST
SYCAMORE LINE	THIRD ST	MEIGS ST
SYCAMORE LINE	CLEVELAND RD	FINCH ST
	43	4.1
	SEGMENTS	MILES

EXHIBIT "B"



RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2024 LOCAL STREET RESURFACING 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 2024 Local Street Resurfacing Project involves the resurfacing with asphalt overlay of many of the worst street segments in the City, based on a variety of factors, such as: street survey data compiled in 2023, age of existing asphalt surface, local roads, traffic volumes, recent neighborhood and park improvements, completed or planned capital improvements, existing planning documents, Street employee feedback, complaints, etc., and encompasses 43 street segments totaling 4.1 centerline miles of road, and depending on the condition of the street, the work may include milling and possibly excavation to address structural problems in the pavement; and

WHEREAS, this project will also include an Alternate Bid for the milling and paving of the asphalt portion of the Service Center Parking lot off Cement Avenue consisting of about 4,200 Square Yards and will require about 350 tons of asphalt; and

WHEREAS, the estimated cost of the street resurfacing is \$725,000.00 and the estimated cost for the Fire Station #7 parking lot (Alternate Bid) is \$37,107.00 for an estimated total project cost of \$762,107.00 and will be paid entirely with American Rescue Plan Act Stimulus Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project early in the year to ensure aggressive bidding providing a savings to the City and to allow sufficient time for all the work to be completed in the middle of the 2024 calendar year; 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 2024 Local Street Resurfacing Project, be and the

same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2024 Local Street Resurfacing 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 2024 Local Street Resurfacing Project as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 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: February 6, 2024

Subject: **Commission Agenda Item – Change Order 1 on the 2023 Underpass Rehabilitation at Columbus Avenue Project**

ITEM FOR CONSIDERATION: Legislation approving Change Order 1 on the 2023 Underpass Rehabilitation at Columbus Avenue Project.

BACKGROUND INFORMATION: Legislation was passed at the October 9, 2023, City Commission meeting, awarding a construction contract to Schirmer Construction, LLC of North Olmsted, Ohio pursuant to Ordinance 23-205 in the amount of \$527,785.00. The work for the Columbus Ave underpass project includes the replacement of remaining walkway handrail with a rustproof aluminum style, upgrading the underpass lighting to match the LED lighting fixtures on the Camp Street underpass for pedestrian and driver safety, power washing and chiseling off the existing wall coatings to the stone/concrete structure, repairing delamination and cracks with specialized cements and epoxies, and reapplying a new waterproof coating system.

As part of the original bid, we requested pricing for two alternates, one was for the drilling and vacuum of weepholes at the Columbus Ave underpass and the second was for new electrical service and pedestrian lighting to the Tiffin Avenue Underpass. At the time of award, money was available to award the base bid work to Columbus Ave. Since final closeout of projects and reconciling accounts for the year, it was realized that funds are available to award the lighting work at the Tiffin Avenue Underpass.

After discussions with the contractor, Schirmer Construction, LLC, they indicated they have time in their schedule to complete this work at the original bid price of \$34,500.00. City staff is presenting legislation as Change Order 1 to add the work to the Tiffin Avenue underpass to the project, with expected completion to remain the same of June 7, 2024.

BUDGETARY INFORMATION: The original contract with Schirmer Construction, LLC, was \$527,785.00, Change Order 1 shall increase the contract by \$34,500.00, making the total do not exceed for the project \$562,285.00. The added amount (\$34,500) shall be fully paid out of Issue 8, Infrastructure Funds from the Capital Projects Fund.

ACTION REQUESTED: It is recommended that proper legislation be prepared to approving Change Order 1 on the 2023 Underpass Rehabilitation at Columbus Avenue Project with an increase cost of \$34,500.00 for work to be completed at the Tiffin Avenue Underpass as part of this project, providing a new contract cost of \$562,285.00 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 coordination of new electrical service with Ohio Edison and order the material to complete the work prior to the completion date of June 7, 2024.

I concur with this recommendation:

John Orzech
City Manager

Aaron M. Klein
Director

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

Project: 2023 Underpass Reahbilitation at Columbus Avenue
Construction Work Order No.: 1

Contractor: Schirmer Construction, LLC
31350 Industrial Parkway
North Olmsted, OH 44070

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

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

Brett Iafigliola, P.E., MBA, VP/Project Manager

Accepted: _____ Date: _____, 2024
City Engineer

Original Contract Price =	\$ 527,785.00
Contract Price after CO1 =	\$ 562,285.00
% Increase =	6.5%
Original Budget/Estimate =	\$ 527,785.00
% Increase =	6.5%

CERTIFICATE OF FUNDS

In the Matter of: Columbus / Tiffin Ave Underpass- Change Order

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

Account #431-6200-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/21/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK PERFORMED BY SCHIRMER CONSTRUCTION LLC OF NORTH OLMSTED, OHIO, FOR THE 2023 UNDERPASS REHABILITATION AT COLUMBUS AVENUE PROJECT IN THE AMOUNT OF \$34,500.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed 2023 Underpass Rehabilitation at Columbus Avenue Project by Resolution No. 040-23R, passed on September 11, 2023; and

WHEREAS, the City Commission approved the awarding of the contract to Schirmer Construction LLC of North Olmsted, Ohio, for work to be performed for the 2023 Underpass Rehabilitation at Columbus Avenue Project by Ordinance No. 23-205, passed on October 9, 2023; and

WHEREAS, as part of the original bid, two (2) Alternate Bids were included, one of which was for the drilling and vacuum of weepholes at the Columbus Avenue underpass and the second was for new electrical service and pedestrian lighting to the Tiffin Avenue underpass, but neither were awarded as the funding was not available at the time; and

WHEREAS, since the award, funding has become available, and this First Change Order is for the completion of the additional electrical work for the Tiffin Avenue underpass; and

WHEREAS, the original contract with Schirmer Construction LLC was \$527,785.00, and with the addition of this First Change Order in the amount of \$34,500.00, the revised contract cost is \$562,285.00 and the additional cost will be paid 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 coordinate with Ohio Edison for the new electrical service and order the material to complete the work prior to the completion date of June 7, 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 hereby authorized and directed to approve this First Change Order for work performed for the 2023 Underpass Rehabilitation at Columbus Avenue Project in an amount **not to exceed** Thirty-Four Thousand Five Hundred and 00/100 Dollars (\$34,500.00) resulting in a revised contract cost of Five Hundred Sixty-Two Thousand Two Hundred Eighty-Five and 00/100 Dollars (\$562,285.00) with Shirmer Construction LLC of North Olmsted, 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



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: February 13, 2024

Subject: **Commission Agenda Item – Permission to Bid 2024 Sidewalk Repair, Replacement & Grinding Project, Contract A**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2024 Sidewalk Repair, Replacement & Grinding Project, Contract A.

BACKGROUND INFORMATION: Sidewalks raised by trees or simply deteriorating from old age throughout the City neighborhoods have become an increasing safety concern for many years. Through the passage of Issue 8, funds were allocated to address these issues that otherwise are the property owner's responsibility.

From 2016 – 2019 & 2022 - 2023 the City has completed six sidewalk repair and replacement projects, removing and installing roughly 79,769 square feet of sidewalk and 1,007 linear feet of curb throughout the City. In 2020 & 2021 the planned sidewalk projects were brought to a halt due to the COVID-19 pandemic which placed a freeze on capital spending.

This year's project will include over 4,771 square feet of residential sidewalk replacement, 80 lineal feet of sidewalk grinding and the removal of fourteen overgrown trees within the boulevard, as well as replacement of 1,772 square feet of sidewalk within Washington Park, with an Engineer's Estimate of \$101,133.75. As part of our residential replacement project, we have added concrete work to this project that needs to be completed at Fire Station No. 3 with an engineer's estimate of \$23,540.96.

The entire 2024 Sidewalk Repair, Replacement & Grinding Project, Contract A has an Engineer's Estimate of \$124,674.71 and a completion date of July 3, 2024.

At the direction of City Commission at the February 12, 2024, meeting staff is preparing an additional sidewalk project using ARPA money to address remaining issues noted on the sidewalk inventory to close out the list. Pursuant to Section 723.011 of the Ohio Revised Code and Section 521.06 of the Codified Ordinances of the City of Sandusky, any further sidewalk complaints will be evaluated by staff and notify abutting homeowner of their responsibility to maintain and/or repair the sidewalk.

The 2024 Sidewalk Repair, Replacement & Grinding Project, Contract B is expected to be presented to City Commission for permission to bid in May 2024.

BUDGETARY INFORMATION: The engineer's estimate for the 2024 Sidewalk Repair, Replacement & Grinding Project, Contract A project is \$124,674.71 which shall be paid for with \$101,133.75 Capital Projects Funds (Issue 8 Infrastructure), and \$23,540.96 Fire Department funds.

ACTION REQUESTED: It is recommended that the proposed 2024 Sidewalk Repair, Replacement, and Grinding Project, Contract A be approved for bidding and the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and complete the safety improvements this construction season. The most competitive prices are typically received at the onset of the construction season.

I concur with this recommendation:

John Orzech
City Manager

Aaron M. Klein
Director

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

2024 Sidewalk Repair & Replacement Project (Contract A)

433	Dewey St
1003	Fourth St
1015	Hancock St
207	Lane
217	Lane
223	Lane
227	Lane
228	Lane
231	Lane
1133	Milan Rd
1402	Pearl St
1916	Sandusky St
447	Tiffin Ave
210	Tyler Street
1136	Wayne St
213	Finch St*
216	Finch St*
217	Finch St*
218	Finch St*
219	Finch St
220	Finch St
221	Finch St*
222	Finch St*
223	Finch St
225	Finch St*
226	Finch St*
228	Finch St
229	Finch St*
232	Finch St*
234	Finch St*
236	Finch St*
238	Finch St*
	Washington Park, SE & NE Quadrants
	Huron Park (4 Slabs)
	BOLDED PROPERTIES = TREE REMOVAL
	* = GRINDING WALK ONLY

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2024 SIDEWALK REPAIR, REPLACEMENT & GRINDING PROJECT – CONTRACT A; 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, from 2016-2019 and 2022-2023, the City completed six (6) sidewalk repair and replacement projects, removing and installation roughly 79,769 square feet of sidewalk and 1,007 linear feet of curb throughout the City; and

WHEREAS, in 2020 and 2021, the planned sidewalk projects were halted due to the COVID-19 pandemic, which placed a freeze on Capital spending; and

WHEREAS, the proposed 2024 Sidewalk Repair, Replacement & Grinding Project – Contract A consists of over 4,771 square feet of residential sidewalk replacement, 80 lineal feet of sidewalk grinding and removal of fourteen (14) overgrown trees within the boulevard, as well as replacement of 1,772 square feet of sidewalk within Washington Park; and

WHEREAS, this project will also include concrete work necessary at Fire Station #3 located at 2034 Fifth Street; and

WHEREAS, the estimated cost of the project is \$124,674.71 of which \$101,133.75 will be paid with Capital Projects Funds and \$23,540.96 will be paid with Fire Department Funds; and

WHEREAS, at the direction of the City Commission at their regularly schedule meeting on February 12, 2024, City staff will prepare an additional sidewalk project using American Rescue Plan Act (ARPA) Stimulus Funds to address the remaining issues on the sidewalk inventory list and the 2024 Sidewalk Repair, Replacement & Grinding Project, Contract B is expected to be presented to City Commission for permission to bid in May 2024; 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 immediately bid the project as most competitive prices are typically received at the onset of the construction season and to complete the safety improvements this construction; 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 2024 Sidewalk Repair, Replacement & Grinding Project – Contract A 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 2024 Sidewalk Repair, Replacement & Grinding Project – Contract A 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 2024 Sidewalk Repair, Replacement & Grinding Project – Contract A as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.cityofsandusky.com

TO: John Orzech, City Manager
FROM: Jared Oliver, Police Chief
DATE: February 15, 2024
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the purchase of one (1) Intox DMT, a new breath testing instrument for OVI enforcement, and related accessories from Intoximeters Inc., of Saint Louis, Missouri.

BACKGROUND INFORMATION: The Sandusky Police Department currently uses the DataMaster breath testing instrument for OVI enforcement. The DataMaster will be removed from service in January 2025 per instructions from the Ohio Department of Health (ODH).

ODH has certified the Intox DMT for breath testing beginning in January 2025. The current lead times for delivery of the Intox DMT is approximately ten plus months after the date of order.

Intoximeters Inc. of Saint Louis, Missouri, is the sole source provider for the Intox DMT breath testing instrument for OVI enforcement.

BUDGETARY INFORMATION: The total cost for this purchase will be \$12,271.50 and will be paid using Federal Forfeiture funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared for the purchase of one (1) Intox DMT and related accessories from Intoximeters Inc. 2081 Craig Road St. Louis, MO 63146. It is further requested that this legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the purchase for the Intox DMT due to the projected delay in delivery.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

John Orzech, City Manager

Cc: Michelle Reeder, Finance Director

Cc: Stewart Hastings, Law Director

Intoximeters Inc.

2081 Craig Road - Saint Louis, MO 63146
Phone: [+1] (314) 429 4000 - Fax: [+1] (314) 429 4170 - Email: RDuckworth@intox.com

QUOTATION

Date	02/06/2024
Quote #	001-00-33041202
Quote Expiration	04/06/2024
Customer #	C000OHSAN2

Sold To: Sandusky Police Department

ATTN: Stephen Ritterbach
222 Meigs Street
Sandusky, OH 44870
USA

Phone: (419) 627-5863
Fax: (419) 627-5862

Ship To: Sandusky Police Department

ATTN: Stephen Ritterbach
222 Meigs Street
Sandusky, OH 44870
USA

Phone: (419) 627-5863
Fax:

Payment Terms	Rep	RFQ #	Ship Via	Shipping Term	Delivery Term
Net 30 Days	Rob Duckworth		FED EX	ORIGIN	Ground

Ln #	Qty	Description	Part No.	Unit Price	Extended Price
1	1	INTOX DMT OHIO Includes: 100 Mouthpieces, Keyboard, Printer, Cable, 108L Dry Gas, Heated Simulator Tube, Warranty -One Year Parts and Labor	DOM-OH-INTOX DM	\$12,081.500	\$12,081.50
	1	INTOX DMT OHIO WET/DRY	50-2050-10		
	1	DMT ELEC ADAPTR BRICK AC 12VDC W/O CORD	001737-00		
	1	POWER CORD BLACK 120V US-3PIN TO C13 6FT	27-7020-00		
	1	Printer Laser Black and White	21-XXXX-BW		
	1	CABLE PRNTR USB 2.0A-MALE TO B-M6FT	28-0350-00		
	1	Dry Gas 108L/260PPM (.100) U	22-0840-00		
	1	DMT TUBE HEATED SIM 41912	59-0015-00		
	100	ECIR/DMT CHECKTRAP MOUTHPIECE	23-0010-00		
	1	WARRANTY: 1-YEAR PARTS AND LABOR	WARR-1		

Sub total	\$12,081.50
Sales Tax	\$0.00
Est. Freight	\$190.00
Total	\$12,271.50

NOTES:

1. A WET BATH SIMULATOR IS REQUIRED FOR CERTIFICATION OF THE OHIO DMT. IF YOUR AGENCY DOES NOT HAVE SIMULATOR, PLEASE LET US KNOW SO YOUR QUOTE CAN BE UPDATED.
2. DELIVERY DATE MAY BE EXTENDED DUE TO CURRENT SUPPLY CHAIN ISSUES. ALL EFFORTS WILL BE MADE TO DELIVER AS SOON AS POSSIBLE AFTER RECEIPT OF THE ORDER.
3. THE CURRENT LEAD TIME FOR AN INTOX DMT IS 10+ MONTHS.
4. PURCHASE ORDERS ARE REQUIRED FOR EVIDENTIAL INSTRUMENTS.
5. TAX-EXEMPT VERIFICATION IS REQUIRED FOR NEW ORDERS.

Standard Terms & Conditions of Intoximeters, Inc. apply to all orders.

<https://intox.com/terms-of-sale>

All prices are quoted in US Dollars.

Taxes, if applicable will be added to the invoice

Freight charges are estimated, actual freight charges will be added to the invoice

Federal ID# 43-0906533

Country of Origin: USA

(Electronic Signature) Signed :

Rob Duckworth

Regional Sales Manager

CERTIFICATE OF FUNDS

In the Matter of: Police Dept- Intox DMT Machine

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 #863-1140-54090

By: 

Michelle Reeder

Finance Director

Dated: 2/21/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE OF ONE (1) INTOX DMT BREATH TESTING INSTRUMENT AND RELATED ACCESSORIES FOR OVI ENFORCEMENT TO INTOXIMETERS INC. OF SAINT LOUIS, MISSOURI, FOR THE SANDUSKY POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Police Department currently uses the DataMaster breath testing instrument for OVI enforcement and this equipment will be removed from service in January 2025 pursuant to the Ohio Department of Health; and

WHEREAS, the Ohio Department of Health has certified the Intox DMT for breath testing beginning in January of 2025 of the current lead time for delivery of this equipment is approximately ten (10) months from the date of order; and

WHEREAS, Intoximeters Inc. of Saint Louis, Missouri, is the sole source provider for the Intox DMT breath testing instrument for OVI enforcement; and

WHEREAS, the total cost for the Intox DMT instrument is \$12,081.50 and will be paid with Federal Forfeiture 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 the purchase of the Intox DMT breath testing instrument and related equipment as the current lead time for delivery is at least ten (10) 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 Police 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 expend funds for the purchase of one (1) Intox DMT Breath Testing Instrument and related accessories for OVI Enforcement to Intoximeters Inc. of Saint Louis, Missouri, for the Sandusky Police Department in an amount **not to exceed** Twelve Thousand Eighty-One and 50/100 Dollars (\$12,081.50).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2024