



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
FEBRUARY 27, 2023 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Harris
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Brady, S. Poggiali, D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray
APPROVAL OF MINUTES	February 13, 2023 Regular Meeting
AUDIENCE PARTICIPATION	
PUBLIC HEARING	CDBG Annual Action Plan, Nicole Grohe, CDBG Program Administrator
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Michelle Reeder, Finance Director

BUDGET APPROPRIATION AMENDMENT #1

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

- General Fund
- Street Funds
- State Grant Funds
- Urban Renewal Debt
- Water Funds
- Sewer Funds
- Capital Projects Funds

ORDINANCE NO. _____: It is requested an ordinance be passed adopting Amendment No. 1 to Ordinance No. 23-002 passed by this City Commission on January 9, 2023, making general appropriations for the fiscal year 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Michelle Reeder, Finance Director

PAYMENT FOR SUBMERGED LAND LEASE AT BATTERY PARK TO ODNR

Budgetary Information: The submerged land lease is payable by the City of Sandusky as the lease holder. Battery Park Sandusky LLC reimburses the City for the cost of the lease pursuant to their agreement with the City. Since the amount is over \$10,000, it must be approved by the City Commission.

ORDINANCE NO. _____: It is requested 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, 2023, through February 28, 2024; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Leslie Mesenburg, Executive Assistant

PERMISSION TO PARTICIPATE IN INTERNET SALES CY2023

Budgetary Information: The City is responsible for the disposal of unneeded property to promote operational efficiency. Using public internet auction for the disposal of unneeded items will generate more revenue and make items available to a larger community of potential buyers. Proceeds from sales will be deposited into the account of the department financially responsible for the assets.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the intent of the City of Sandusky to dispose of personal property and equipment as having become obsolete, unnecessary, or unfit for city use through internet auctions during the calendar year 2023; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Debi Eversole, Housing Development Specialist

LAND BANK PURCHASE AND SALE AGREEMENT FOR 1502 HAYES AVENUE TO VICTOR HUSTON

Budgetary Information: The purchase price for this parcel will be \$1,500.00 plus closing costs, which is not less than the fair market value as determined by the City of Sandusky in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City of Sandusky's Land Reutilization Program Policy and Procedures. The City will recoup the cost of their expenses from the sale. If any proceeds remain, they shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting annual real estate taxes, which will increase after the land is developed.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel No. 57-01272.000, located at 1502 Hayes Avenue is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Jane Cullen, Assistant City Engineer

BIWW CHANGE ORDER #1 & FINAL FOR TRAVELING WATER SCREEN WITH EVOQUA

Budgetary Information: Change Order No. 1, a deduction in the amount of \$7,224.10 will revise the contract amount to \$221,640.90 for EVOQUA Water Technologies, LLC. The final costs for the project are to be paid with Water Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first & final change order for work performed by EVOQUA Water Technologies, LLC of Holland, Michigan, for the emergency purchase and installation of a new traveling water screen at the Big Island Water Works (BIWW) Plant; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

PERMISSION TO SUBMIT EMS GRANT APPLICATION

Budgetary Information: There is no budgetary impact. This grant if awarded is 100% funded by the Ohio Emergency Medical Services Grant through the Ohio Department of Public Safety. There are no matching funds.

RESOLUTION NO. _____: It is requested a resolution be passed approving the submission of a grant application for the 2023-2024 Ohio Emergency Medical Services (EMS) Grant Program through the Department of Public Safety, Division of Emergency Medical Services, for the Sandusky Fire Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by Jared Oliver, Police Chief

PAYMENT OF ANNUAL SUBSCRIPTION TO LEXIPOL FOR SPD

Budgetary Information: The total cost for the annual subscription costs with Lexipol is \$15,509.79. The costs of the annual subscription will be paid from the Police Department’s operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to Lexipol, LLC of Frisco, Texas, for the annual subscription fee for policy manual updates and daily training bulletin services for the Police Department for the period of April 1, 2023, through March 31, 2024; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM H – Submitted by Jonathan Holody, Community Development Director

ACCESS EASEMENT FOR MARKET/WARREN STREET PROPERTY

Budgetary Information: The City will pay the costs to record the easement from the Real Estate Development fund.

ORDINANCE NO. _____: It is requested an ordinance be passed establishing an access easement on portions of Parcel Nos. 56-00983.000 and 56-00984.000 owned by the City and located south of East Market Street and east of Warren Street for residential development; and authorizing and directing the City Manager to execute the deed and declaration of easements; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM 1 – Submitted by Aaron Klein, Public Works Director

2023 FIVE-YEAR CAPITAL IMPROVEMENT PLAN (FIRST READING)

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 2023 Five-Year Capital Improvement Plan for the City of Sandusky.

ITEM 2 – Submitted by Aaron Klein, Public Works Director

TWO SPONSORSHIP AGREEMENTS FOR ENVIRONMENTAL PROJECTS

Budgetary Information: There will be a savings up to 0.2% on the future interest rate for the Mills High-Rate Treatment and UV Disinfection projects, which total around \$40M dollars. The final interest rate has not yet been established.

1. ORDINANCE NO. _____: It is requested an ordinance be passed approving the City’s participation in the Water Resource Restoration Sponsor Program (WRRSP); authorizing and directing the City Manager to

enter into an Ohio Water Pollution Control Loan Fund Water Resource Restoration Sponsor Program Sponsorship Agreement with the Village of Indian Hill of Hamilton County, Ohio, for their Sycamore Creek Restoration and Habitat Enhancement 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 approving the City’s participation in the Water Resource Restoration Sponsor Program (WRRSP); authorizing and directing the City Manager to enter into an Ohio Water Pollution Control Loan Fund Water Resource Restoration Sponsor Program Sponsorship Agreement with the Geauga Park District of Geauga County, Ohio, for their Veterans Legacy Woods: Cold Water Stream Restoration Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Aaron Klein, Public Works Director

AGREEMENT FOR US BIKE ROUTE SIGN MAINTENANCE WITH ODOT

Budgetary Information: Aside from labor costs for installation and maintenance, there is no budgetary impact.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with the Ohio Department of Transportation for the installation and maintenance of signage for their U.S. Bike Route Signage Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Josh Snyder, Public Works Engineer

PERMISSION TO BID THE 2023 LOCAL STREET RESURFACING PROJECT

Budgetary Information: The estimated cost of the street resurfacing is \$725,000 and the estimated cost for the parking lot (Alternate Bid) is \$37,107.00 for a total project cost of \$762,107 and will be paid entirely with American Rescue Plan Act Stimulus Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2023 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 5 – Submitted by Josh Snyder, Public Works Engineer

AGREEMENT FOR THE 2023 BARDSHAR ROAD IMPROVEMENTS PROJECT WITH ERIE COUNTY

Budgetary Information: The City will reimburse Erie County for the cost of the City’s portion of the project at an amount not to exceed \$17,676.00 and these costs will be paid with Sewer Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with the Board of Commissioners of Erie County, Ohio, for costs associated with the 2023 Bardshar Road Improvements Project, as part of an Erie County project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 6 – Submitted by Josh Snyder, Public Works Engineer

PDS AGREEMENT FOR BUTLER STREET RECONSTRUCTION PROJECT WITH IBI GROUP

Budgetary Information: The not to exceed cost for professional design services is \$139,435 and will be paid with Capital Projects Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with IBI Group of Canton, Ohio, for the Butler Street Reconstruction Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 7 – Submitted by Josh Snyder, Public Works Engineer

PERMISSION TO BID FIRE STATION 7 ROOF REPAIR PROJECT

Budgetary Information: The total cost for this roof work is estimated at \$38,313.50. All funds will be coming from 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 Fire Station #7 Roof Repair 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 8 – Submitted by Colleen Gilson, Chief Neighborhood Development Officer/Interim Asst. City Mgr.

PURCHASE & SALE AGREEMENT OF MARKET ST PROPERTY LOT SPLIT “A”

Budgetary Information: The sales price per the Agreement is \$80,000. All sales proceeds will be deposited into the Real Estate Development Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that a portion of certain real property owned by the City located at the southeast corner of East Market Street and Warren Street, and identified as Parcel No. 56-00983.000, is no longer needed for any municipal purpose and authorizing and

directing the City Manager to enter into an agreement to sell the designated real property to Aaron J. Cornell and Sunny K. Nixon; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 9 – Submitted by Colleen Gilson, Chief Neighborhood Development Officer/Interim Asst. City Mgr.

PURCHASE & SALE AGREEMENT OF MARKET ST PROPERTY LOT SPLIT “B”

Budgetary Information: The sales price per the Agreement is \$50,000. All sales proceeds will be deposited into the Real Estate Development Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that a portion of certain real property owned by the City located at the southeast corner of East Market Street and Warren Street, and identified as Parcel No. 56-00983.000, is no longer needed for any municipal purpose and authorizing and directing the City Manager to enter into an agreement to sell the designated real property to David A. Mack and Christine E. Mack; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 10 – Submitted by Colleen Gilson, Chief Neighborhood Development Officer/Interim Asst. City Mgr.

PURCHASE & SALE AGREEMENT OF MARKET ST PROPERTY LOT SPLIT “C”

Budgetary Information: The sales price per the Agreement is \$71,000. All sales proceeds will be deposited into the Real Estate Development Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that a portion of certain real property owned by the City located at the southeast corner of East Market Street and Warren Street, and identified as Parcel No. 56-00983.000, is no longer needed for any municipal purpose and authorizing and directing the City Manager to enter into an agreement to sell the designated real property to Daniel G. Singler and Kathleen S. Singler; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 11 – Submitted by Arin Blair, Chief Planner

PERMISSION FOR MOU WITH ERIE COUNTY HEALTH DEPT FOR CHURCHWELL PARK IMPROVEMENTS

Budgetary Information: The city will receive funding for design and implementation expenditures from the Erie County Health Department not exceeding \$275,000. The City will initially pay the costs with Capital Project funds and will then be reimbursed with grant funds from the Health Department.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Memorandum Of Understanding (MOU) with the Erie County Board of Health for the reimbursement of costs for the design and revitalization of Churchwell Park as part of the South Side Plan; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 12 – Submitted by Mario D’Amico, Fire Chief

AMENDING PURCHASE OF 2022 SUTPHEN HEAVY DUTY PUMPER

Budgetary Information: Additional cost not to exceed \$337.50 making the entire purchase for (1) 2022 Sutphen Heavy Duty Pumper with Custom Sutphen Monarch Chassis not to exceed \$642,682.50. The cost of the \$337.50 increase will be paid from Capital Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed amending ordinance no. 21-157, passed on October 25, 2021, for the purchase of a 2022 Sutphen heavy duty pumper with custom Sutphen Monarch Chassis through the State of Ohio Department of Administrative Services Cooperative Purchasing Program from Sutphen Corporation of Dublin, Ohio, for the Fire Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 13 – Submitted by Jason Werling, Recreation Superintendent

AMENDMENT TO SHORELINE PARK CONCESSION AGREEMENT FOR GRINDERS

Budgetary Information: The agreement will not result in any additional budgetary expenses. The City will benefit from the agreed upon rental fee income of an additional \$150 in rent for 2023.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Second Amendment to the lease agreement with Ron Hile II D.B.A. Great Lakes Grinders for the operation of the Shoreline Park concession area; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 14 – Submitted by Connie Nicholson, Human Resource Manager

PERMISSION FOR SEARCH SERVICES AGREEMENT WITH SLAVIN

Budgetary Information: The City received a proposal of a not to exceed price of \$24,017.25, which will be paid for with funds from the City Manager’s operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Search Services Agreement with Slavin Management Consultants of Norcross, Georgia, for

assistance in the recruitment and selection of a new City Manager; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

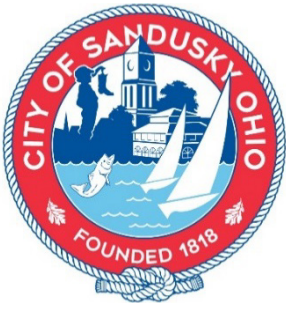
NEW BUSINESS

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, Interim City Manager
FROM: Michelle Reeder, Finance Director
DATE: February 15, 2023
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #1 to the 2023 General Appropriations.

BUDGETARY INFORMATION:

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

- General Fund
- Street Funds
- State Grant Funds
- Urban Renewal Debt
- Water Funds
- Sewer Funds
- Capital Projects Funds

ACTION REQUIRED:

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

I concur with this recommendation:

John Orzech

Interim City Manager

Michelle Reeder

Finance Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO ORDINANCE NO. 23-002 PASSED BY THIS CITY COMMISSION ON JANUARY 9, 2023, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Street, State Grants, Capital Projects, Urban Renewal Debt Retirement, Water, and Sewer Funds; and

WHEREAS, amendments are required to adjust the budget for previous actions of the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to prevent delays in the use of the funds for an extended period of time and not restrict the operation of City departments; and

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

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

Section 1. Ordinance No. 23-002 passed by this City Commission on the 9th day of January, 2023, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL		TOTAL
	SERVICES	OTHER	
City Manager	(24,000)	24,000	-
Transfers- Capital	-	25,000	25,000
General Fund Total	(24,000)	49,000	25,000
STREET FUND	-	1,338,000	1,338,000
STATE GRANTS	-	12,500	12,500
CAPITAL PROJECTS FUND	-	25,000	25,000
URBAN RENEWAL DEBT RETIREMENT	-	180,000	180,000
WATER FUNDS	-	298,700	298,700
SEWER FUND	-	1,748,216	1,748,216
TOTAL ALL FUNDS	(24,000)	3,651,416	3,627,416

Section 2. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2023



FINANCE DEPARTMENT

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

TO: John Orzech, Interim City Manager
FROM: Michelle Reeder, Finance Director
DATE: February 14, 2023
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, 2023 to February 28, 2024.

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 submerged land lease is payable by the City of Sandusky as the lease holder. Battery Park Sandusky LLC reimburses the city for the cost of the lease pursuant to their agreement with the city. Since the amount is over \$10,000 it must be approved by the City Commission.

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 3, 2023.

I concur with this recommendation:

John Orzech
Interim City Manager

Michelle Reeder
Finance Director

State of Ohio - Ohio Dept of Natural Resources
Submerged Lands Lease Invoice

Please Remit To:
PO Box 97
Huron OH 44839

Page: 1
Invoice No: DNRSL23096
Consolidated Invoice No:
Invoice Date: 02/01/2023
Customer Number: SUB-0385-ER001
Payment Terms: NET 30
Due Date: 03/03/2023

Bill To:
City of Sandusky
Attn: Megan Stookey, Dept of Public Works
240 Columbus Ave
Sandusky OH 44870

AMOUNT DUE: 18,976.01 USD

Make Checks Payable To: Ohio Treasurer of State
Billing Service Period: From 01-MAR-2023 To 29-FEB-2024
For billing questions, please call or email (419) 626-7980
To ensure proper payment processing, please be sure the invoice number is on all payments.

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
Purchase Order			Contract Number	From Date	To Date		
1		SLL LEASE		1.00	EA	18,976.0100	18,976.01
				03/01/23	02/29/24		
SUBTOTAL:							18,976.01
TOTAL AMOUNT DUE :							18,976.01

Lease Periods: 3/1/2023 - 2/29/2024

Rent for one (1) billing period at \$18,976.01 each.

Please remit 2nd copy of invoice with your payment.

STANDARD

Original

CERTIFICATE OF FUNDS

In the Matter of: Submerged Land Lease-Battery 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 #110-7900-53006

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/21/2023

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, 2023, THROUGH FEBRUARY 28, 2024; 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, 2023, through February 28, 2024, 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 3, 2023; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the 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, 2023, through February 28, 2024, 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 27, 2023



CITY MANAGER

240 Columbus Avenue
Sandusky, Ohio 44870
419-627-5846
www.cityofsandusky.com

TO: John Orzech, Interim City Manager

FROM: Leslie Mesenburg, Executive Assistant

DATE: February 14, 2023

SUBJECT: **Commission Agenda Item – Permission to Participate in Internet Sales in CY 2023**

ITEM FOR CONSIDERATION: It is requested that the City Commission approve legislation declaring the City's intent to sell unneeded vehicles, equipment and other assets, through the use of public internet auction for the calendar year 2023.

BACKGROUND INFORMATION: Ohio Revised Code, Section 721.15 (D) requires the adoption of a resolution expressing the intent of the City of Sandusky to sell unneeded property by internet auction during each calendar year. Each item shall be offered for sale for a minimum of ten (10) calendar days and shall be paid for as described in the "Online Sales Terms and Conditions of the City of Sandusky" (Exhibit A to Ordinance). Shipping and delivery costs shall be the responsibility of the purchaser. Representatives for the City will be designated by the City Manager or designee as needed. Internet auctions shall be conducted by using Govdeals.com, Propertyroom.com, Assetnation.com, EBay.com, Government Surplus or other such websites, that are found to be most effective and efficient in disposing of the items at the best price obtainable. The items will be designated for disposal by the division head and subsequently approved as unnecessary and unfit for City use by the City Commission. The City's website will be a link for the Public to participate in the auction process.

BUDGET IMPACT: The City is responsible for the disposal of unneeded property to promote operational efficiency. Using public internet auction for the disposal of unneeded items will generate more revenue and make items available to a larger community of potential buyers. Proceeds from sales will be deposited into the account of the department financially responsible for the assets.

ACTION REQUESTED: It is requested that legislation be approved, authorizing the disposal of the vehicles, equipment and other assets through the use of public internet auction. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to begin conducting sales through internet auctions at the earliest opportunity in 2023.

I concur with this recommendation:

John Orzech
Interim City Manager

Leslie Mesenburg
Executive Assistant

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE INTENT OF THE CITY OF SANDUSKY TO DISPOSE OF PERSONAL PROPERTY AND EQUIPMENT AS HAVING BECOME OBSOLETE, UNNECESSARY OR UNFIT FOR CITY USE THROUGH INTERNET AUCTIONS DURING THE CALENDAR YEAR 2023; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ohio Revised Code Section 721.15(D), the City is required to adopt a Resolution, during each calendar year, expressing its intent to sell personal property that has become unneeded, obsolete or unfit for municipal purposes by internet auction; and

WHEREAS, Section 25 of the City Charter authorizes the City Manager to conduct all sales of personal property that the City Commission has declared as obsolete, unnecessary or unfit for City use; and

WHEREAS, the internet auctions will be conducted in accordance to the City's online sales terms and conditions and each item shall be offered for sale for a minimum of ten (10) calendar days including Saturday, Sunday, and legal Holidays; 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 begin conducting sales through internet auctions at the earliest opportunity in calendar year 2023; and

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

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

Section 1. This City Commission hereby declares its intent to use internet auctions as a means to dispose of personal property that this Commission declares obsolete, unnecessary or unfit for City use pursuant to Section 25 of the City Charter for the period of January 1, 2023, through December 31, 2023.

Section 2. This City Commission authorizes and directs the City Manager or designee to conduct the internet auctions in accordance to the City's on-line sales terms and conditions, a copy of which is on file in the office of the Director of Public Works and attached to this Resolution, 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 not being adverse to the City and as being consistent with the objectives and requirements of this Resolution.

Section 3. The Clerk of the City Commission be and is hereby directed to publish notice of the City's intent to dispose of personal property and equipment as having become obsolete, unnecessary or unfit for City use through internet auctions pursuant to Ohio Revised Code Section 721.15(D).

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 27, 2023



**City of Sandusky
Sandusky, Ohio
Online Sales - Terms and Conditions
January 1, 2023**

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale **“AS IS, WHERE IS.”** Seller makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for mis-description must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** or any other internet auction host from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals** or where it applies with any other internet auction websites.

Buyers Premium. If a Buyer's Premium if applicable, is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover
- U. S. Currency
- Certified Cashier's Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds)

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

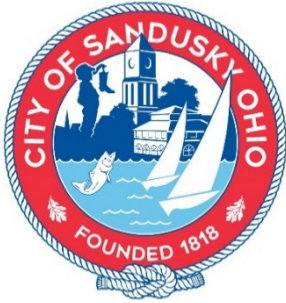
Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on **GovDeals** or where it applies to any other internet auction host website. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



Community Development

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5832

www.cityofsandusky.com

TO: John Orzech, Interim City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: February 14, 2023

RE: City Commission Agenda Item – Land Bank Purchase and Sale Agreement –
1502 Hayes Avenue – 57-01272.000 to Victor D. Huston

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 1502 Hayes Avenue and further identified by the Auditor as Erie County Parcel No. 57-01272.000. Victor D. Huston has requested to purchase this parcel for the purpose of new commercial development. Mr. Huston is an established barber in the City of Sandusky and proposes to operate a two-chair barbershop on the parcel.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on July 9, 2012 pursuant to Resolution 016-12R and the property was transferred via Sheriff Sale on January 14, 2015, through foreclosure for delinquent real estate taxes. A structure was demolished on the property in 2008/2009 leaving vacant land with dimensions of approximately 52' x 56' (.065 acre). The property is currently zoned "RRB" Residential/Business, which would allow for this type of use.

Mr. Huston has over eleven (11) years' experience as a barber and currently runs his own business "Hot Heads Barbershop". He is registered with the State of Ohio since 2011 and a native to the City of Sandusky. He is familiar with running his own establishment and has rented or leased his entire career. Mr. Huston's proposal is to construct a 14' x 32' building on the parcel that will include electric, water and two (2) off-street parking spaces.

This proposed sale will place this vacant non-productive parcel back into tax producing status and add a new commercial business to the currently vacant land. The Land Bank Committee approved the application on July 18, 2022 contingent on approval from all other boards not limited to Planning Commission and Board of Zoning Appeals, City Commission, and approval through the Building Division through all required permits, and a fully executed purchase and sale agreement and the conditions within. Mr. Huston received site plan approval through Planning Commission at their regular meeting on January 25, 2023.

BUDGET IMPACT: The purchase price for this parcel will be \$1,500.00 plus closing costs, which is not less than the fair market value as determined by the City of Sandusky in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City of Sandusky's Land Reutilization Program Policy and Procedures. The City will recoup the cost of their expenses from the sale. If any proceeds remain, they shall be dispersed in

accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting annual real estate taxes, which will increase after the land is developed.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Victor D. Huston to sell the property no longer needed for any municipal purpose located at 1502 Hayes Avenue, and further identified by the Auditor as Erie County Parcel No. 57-01272.000 for a purchase price of one thousand five hundred dollars (\$1,500.00) plus closing costs. It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Debi Eversole,
Housing Development Specialist

I concur with this recommendation:

Jonathan Holody
Community Development Manager

John Orzech,
Interim City Manager

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-01272.000, LOCATED AT 1502 HAYES AVENUE IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, the City Commission authorized the acquisition of the property located at 1502 Hayes Avenue, Parcel No. 57-01272.000, by Resolution No. 016-12R passed on July 9, 2012, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

WHEREAS, Victor D. Huston has requested to acquire this vacant nonproductive land at 1502 Hayes Avenue for the purpose of constructing a 14' x 32' building for the operation of a two-chair barbershop; and

WHEREAS, the Land Bank Committee met on July 18, 2022, and approved the acquisition and sale of this property to Victor Huston at the purchase price of \$1,500.00, plus closing costs and is not less than fair market value in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City's Land Reutilization Policies and Procedures; and

WHEREAS, the City will recoup the costs associated with the acquisition and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction; 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 promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 57-01272.000, located at 1502 Hayes Avenue, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, 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 City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2023

PURCHASE AND SALE AGREEMENT

draft

This Agreement is made and entered into this ____ day of _____ 2023, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Victor D. Huston, 1008 Seavers Way, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser(s)".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

- 1) The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located at 1502 Hayes Avenue, Erie County Parcel Number 57-01272.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, and hereinafter referred to as the "Property."
- 2) The total purchase price for the Property is one thousand five hundred dollars (\$1,500.00), which is not less than the fair market value as determined by the City of Sandusky.
- 3) Seller shall furnish to Purchaser a Quit Claim Deed conveying to Purchaser all of the Seller's interest in the Property. The Property shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
- 4) Purchaser shall construct a 14' x 32' building on the parcel that will include two (2) off-street parking spaces and will be operated as a two (2)-chair barbershop in accordance to the plans attached hereto and incorporated herein as Exhibit "B". Completion of construction shall occur within twelve (12) months from the date Purchaser acquires title. If the Purchaser fails to complete construction within twelve (12) months from the date Purchaser acquires title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional months may be granted upon written request from the Purchaser.
- 5) The closing date of this transaction shall be no later than April 15, 2023 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Fidelity National Title Insurance Company of Sandusky, Ohio, 402 Columbus Avenue, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement

shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

- 6) The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
- 7) On the closing date, the escrow agent shall file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.
- 8) The expenses of closing shall be paid in the following manner:
 - a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchaser.
 - b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Seller.
 - c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
 - d) The cost of transfer and recording of the deed shall be paid by Purchaser.
 - e) Any tax imposed on the conveyance of title to the property to Purchaser shall be paid by Purchaser.
 - f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchaser.
- 9) Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
- 10) The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of this property.
- 11) In the event that the Purchaser breaches this Agreement by not closing this transaction on or before April 15, 2023, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

- 12) This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
- 13) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
- 14) This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.

SIGNATURE PAGES TO FOLLOW

EXHIBIT "1"

SELLER:

CITY OF SANDUSKY

John Orzech
Interim City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

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

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

NOTARY PUBLIC

PURCHASER:

Victor D. Huston

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Victor D. Huston, and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

NOTARY PUBLIC

Approved as to Form:

Brendan Heil (#0091991)
Law Director
City of Sandusky

EXHIBIT A

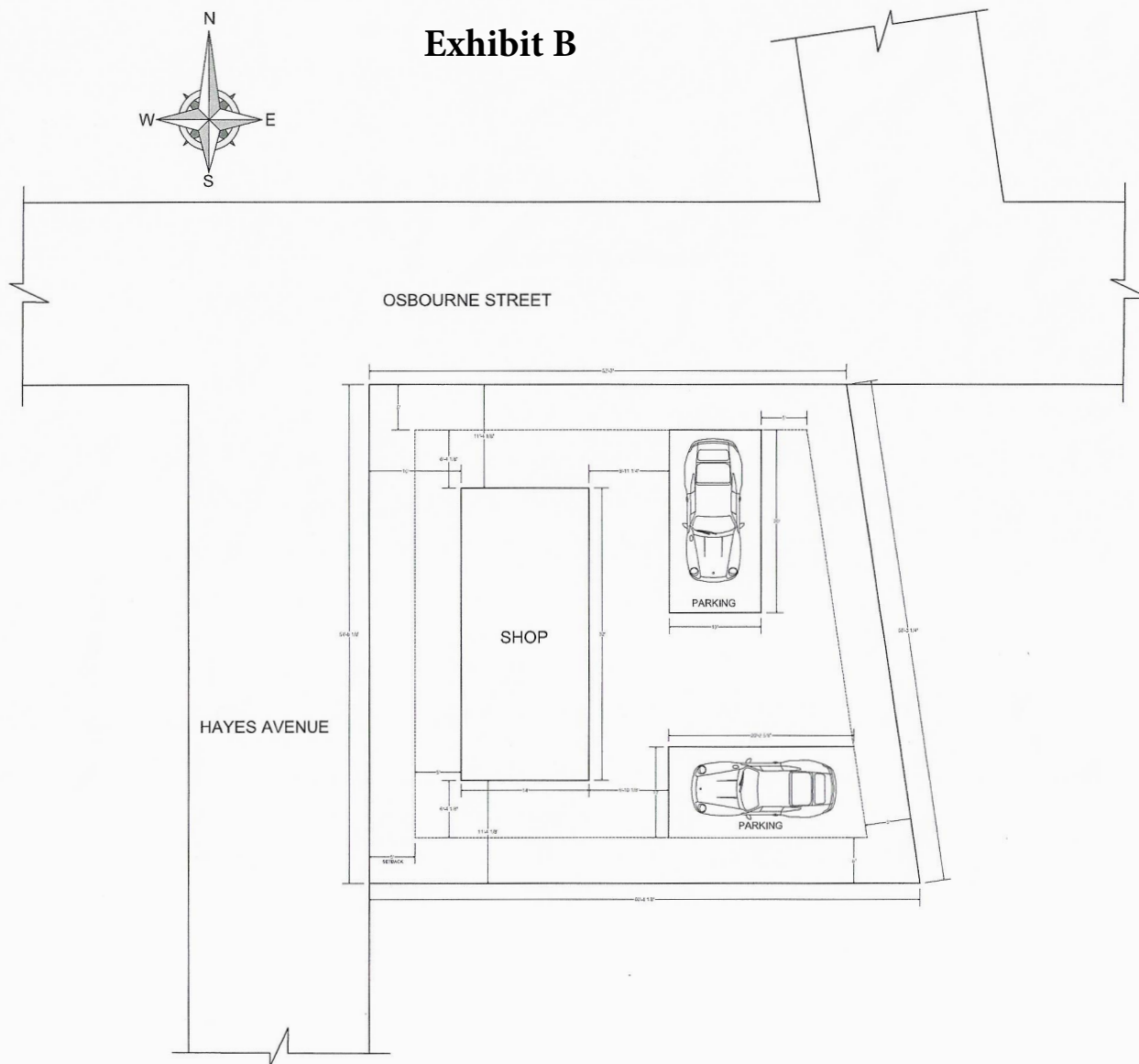
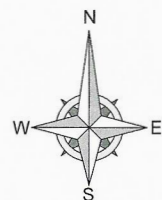
Situated in the City of Sandusky, County of Erie and State of Ohio: Those parts of Lot Numbers Twenty-seven (27) and Thirty-two (32) on Hayes Avenue in John M. Brown's Subdivision as per plat recorded in Volume 1 of Plats, Page 24, Erie County, Ohio Records and that part of Barney Street vacated, all lying southerly of the southerly line of Osborne Street, as now located, and westerly of a line parallel with and 77.32 feet westerly from the easterly line of said Lot Numbers Twenty-seven (27) and Thirty-two (32) Hayes Avenue.

Property Address: 1502 Hayes Avenue, Sandusky, Ohio 44870
Tax ID No.: 57-01272.000

Tax Mailing Address: 222 Meigs Street, Sandusky, Ohio 44870

DRAFT

Exhibit B



PROPERTY INFORMATION:

LOCATION: 1502 Hayes Avenue Sandusky Ohio 44870, UNITED STATES
Size (gross): 0.065 ACRES

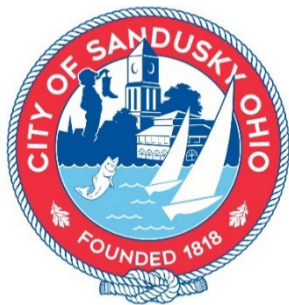
DATE SEP-2022

SCOPE OF WORK

-SITE PLAN OF THE PROPERTY
UNDER REVIEW SHOWING THE
PROPOSED SHOP AND PARKING

SCALE 1"=8'

REVISION:



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: John Orzech, Interim City Manager

From: Jane E. Cullen, P.E.

Date: February 14, 2023

Subject: Commission Agenda Item – Change Order No. 1 and Final with EVOQUA Water Technologies, LLC for the Emergency Purchase & Installation of New Traveling Water Screen at Big Island Water Works

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1 and Final for the Emergency Purchase and Installation of new traveling water screen at the Big Island Water Works (BIWW) plant.

BACKGROUND INFORMATION: The traveling water screen purchase and installation was awarded to EVOQUA Water Technologies, LLC at the May 9, 2022 city commission meeting per Ordinance No. 22-086 in the amount of \$228,865.00. The new traveling water screen has been installed at the screen building at the BIWW plant and is operational. Change Order No 1 was a result of lower shipping costs than was originally estimated.

BUDGETARY INFORMATION: Change Order No. 1, a deduction in the amount of \$7,224.10 will revise the contract amount to \$221,640.90 for EVOQUA Water Technologies, LLC. The final costs for the project are to be paid with Water Funds.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change No. 1 and Final with EVOQUA Water Technologies, LLC of Holland, Michigan, for final quantities for the Emergency Purchase & Installation of the new Traveling Water Screen at Big Island Water Works project. It is further requested that this be passed under suspension of the rules and in accordance with Section 14 of the City Charter so that the completed project can be closed out.

I concur with this recommendation:

John Orzech
Interim City Manager

Aaron M. Klein, PE
Director of Public Works

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

CITY OF SANDUSKY, OHIO
DEPARTMENT OF ENGINEERING AND CONSTRUCTION
Project: Emergency Purchase & Installation of New Traveling Water Screen at BIWW
Change Order No. 1 and Final

ORDINANCE NO. 22-086

Contractor: EVOQUA Water Technologies, LLC
28563 Network Place Chicago, IL 60673-1285
STREET OR LOCATON OF WORK: Emergency Purchase & Installation of New VFD for 8MGD High Service Pump #5 at BIWW
Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

Description	Estimated Cost	Final Cost				TOTAL ADD	TOTAL DEDUCT
Traveling Water Screen	\$142,610.00	\$142,610.00					\$0.00
Baskets	\$35,530.00	\$35,530.00					\$0.00
Demolition & Installation	\$38,725.00	\$38,725.00					\$0.00
Freight	\$12,000.00	\$4,775.90					-\$7,224.10
	\$228,865.00	\$221,640.90				\$0.00	-\$7,224.10

Explanation: Change order reflects work performed in the field.

ORIGINAL CONTRACT AMOUNT= \$228,865.00
CHANGE IN CONTRACT= -\$7,224.10
REVISED CONTRACT AMOUNT= \$221,640.90

Accepted: 
Contractor

Date: 2/14, 2023

Accepted: _____
Director of Public Works

Date: _____, 2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY EVOQUA WATER TECHNOLOGIES, LLC OF HOLLAND, MICHIGAN, FOR THE EMERGENCY PURCHASE AND INSTALLATION OF A NEW TRAVELING WATER SCREEN AT THE BIG ISLAND WATER WORKS (BIWW) PLANT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in late January 2022, Water Plant crews noticed issues with the operation of the traveling water screen and immediately contacted Evoqua Water Technologies LLC to conduct an extensive inspection which indicated the entire assembly was in poor shape and needed to be replaced; and

WHEREAS, the traveling water screen, which was installed in 2003 with some repairs completed in 2015, needs to be operational and reliable in order to supply water to the citizens of Sandusky; and

WHEREAS, the City Manager notified the City Commission at their April 25, 2022, regularly scheduled meeting of the emergency situation and a motion was passed approving the emergency purchase of a new traveling water screen at the BIWW Plant; and

WHEREAS, this City Commission ratified the emergency purchase of and the expenditure of funds for the installation of a new traveling water screen at the Big Island Water Works (BIWW) Plant to Evoqua Water Technologies, LLC of Holland, Michigan by Ordinance No. 22-086, passed on May 9, 2022; and

WHEREAS, this First & Final Change Order reflects the actual cost of shipping which was lower than originally estimated; and

WHEREAS, the original contract with Evoqua Water Technologies, LLC was \$228,865.00 and with the **deduction** of this First & Final Change Order in the amount of \$7,224.10, the final contract cost is \$221,640.90, and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter so that the completed project can be closed out; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for the emergency purchase and installation of a new traveling water screen at the Big Island Water Works (BIWW) Plant and to **deduct** from the contract amount the sum of Seven Thousand Two Hundred Twenty Four and 10/100 Dollars (\$7,224.10) resulting in the final contract cost of Two Hundred Twenty One Thousand Six Hundred Forty and 90/100 Dollars (\$221,640.90) with Evoqua Water Technologies, LLC, of Holland, Michigan.

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 27, 2023



FIRE DEPARTMENT

600 West Market Street

Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

www.ci.sandusky.oh.us

TO: John Orzech, Interim City Manager

FROM: Mario D'Amico III, Fire Chief

DATE: February 14, 2023

RE: Commission Agenda Item – EMS Grant Application

ITEM FOR CONSIDERATION: Requesting legislation for the approval of the submission of a grant application for the 2023-2024 Ohio EMS Grant Program to the Ohio Department of Public Safety, Division of Emergency Medical Services.

BACKGROUND INFORMATION: The Sandusky Fire Department applies for this grant every year and is awarded different amounts each year. The funds if awarded will go towards the purchase of EMS equipment or supplies.

BUDGETARY INFORMATION: There is no budgetary impact. This grant if awarded is 100% funded by the Ohio Emergency Medical Services Grant through the Ohio Department of Public Safety. There are no matching funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval of the submission of the grant application to the Ohio Emergency Medical Services Grant program through the Ohio Department of Public Safety. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to meet the grant deadline of April 1, 2023.

Approved:

I concur with this recommendation:

Mario D'Amico III, Fire Chief

John Orzech, Interim City Manager

CC: Brendan Heil, Law Director
Michelle Reeder, Finance Director
Sarah Chiappone, Assistant Law Director

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR THE 2023-2024 OHIO EMERGENCY MEDICAL SERVICES (EMS) GRANT PROGRAM THROUGH THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES, FOR THE SANDUSKY FIRE DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the purpose of the State Board of Emergency Medical, Fire, and Transportation Services Grant Program, administered by the Ohio Department of Public Safety, Division of Emergency Medical Services, is to improve and enhance EMS and trauma patient care in Ohio through the provision of grant funding for equipment, training, and research and the funding source for the grant program is fines levied in the State of Ohio for seat belt violations; and

WHEREAS, the Sandusky Fire Department applies for this grant annually in which the priority distribution of available funds are defined by Section 4765.07 of the Ohio Revised Code; and

WHEREAS, the Sandusky Fire Department will use these funds, if awarded, for the purchase of equipment and/or supplies; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application for the 2023-2024 Ohio EMS Grant Program to the Ohio Department of Public Safety, Division of Emergency Medical Services by the submission deadline of April 1, 2023; and

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

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

Section 1. This City Commission hereby approves the submission of a grant application for the 2023-2024 Ohio Emergency Medical Services Grant Program through the Ohio Department of Public Safety, Division of Emergency Medical Services, for equipment and/or supplies for the Sandusky Fire Department and authorizes and directs the City Manager to lawfully expend funds consistent with the application and execute any grant agreements should they be awarded.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2023



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.ci.sandusky.oh.us

TO: John Orzech, Interim City Manager

FROM: Jared Oliver, Police Chief

DATE: February 14, 2023

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to make payment for the annual subscription costs to Lexipol: Lexipol, LLC 2611 Internet Blvd., suite 100 Frisco TX., 75034 in the amount of \$15,509.79.

BACKGROUND INFORMATION: The Sandusky Police Department had worked in the past on updating policies to CALEA (The Commission on Accreditation for Law Enforcement Agencies) Standards. This process was taking place back in 1997 and 1998. Policies need continuous monitoring and updating due to Case Law and best practices.

Lexipol policies and software have been implemented in police departments throughout the country. Lexipol has provided proven defensible policies since being founded in 2003. Additionally, within the software, officers will be required to complete Daily Training Bulletins on policies in place that total about thirty a month. Documentation will be available to depict that officers have acknowledged the policies and each time the policy is updated the officers must acknowledge the changes. The Sandusky Police Department will also be able to provide documentation that the Daily Training Bulletins were completed by each officer of the department. The Daily Training Bulletins can be used as continuing education credits through the State of Ohio and the policies are reflective of the Ohio Collaborative Initiative.

In 2018, the City Commission under Ordinance #18-073 approved the expenditure of funds for full implementation of the policy and procedures and annual subscription costs for the project with Lexipol. Full implementation of the policy and procedure manual has been accomplished.

BUDGETARY INFORMATION: The total cost for the annual subscription costs with Lexipol is \$15,509.79. The costs of the annual subscription will be paid from the police department's operating budget.

ACTION REQUESTED: It is requested that the proper legislation be prepared to make payment to Lexipol: Lexipol, LLC 2611 Internet Blvd., suite 100 Frisco TX., 75034 in the amount of \$15,509.79. 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 pay the invoice in a timely manner and prior to the due date of April 2, 2023.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

John Orzech, Interim City Manager

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



POLICE 1) CORRECTIONS 1)

FIRE RESCUE 1) EMS 1) GOV 1)

RECEIVED
SANDUSKY POLICE DEPT

FEB 06 2023

By

Invoice

Date	3/3/2023
Invoice #	INVLEX15202
Terms	Net 30
Due Date	4/2/2023
PO #	

Bill To

Sandusky Police Department
222 Meigs St
Sandusky OH 44870
United States

End User

Sandusky Police Department

Contract Term

4/1/2023 to 3/31/2024

Item

Annual Law Enforcement Policy Manual & Daily Training Bulletins
Annual Law Enforcement Supplemental Manual(s)

Your invoice includes a 5 % discount.

Invoice Total	15,509.79
Amount Due	\$15,509.79

Contact Information:
Phone: 844-312-9500
Email: receivables@lexipol.com

ACH Payments to:
Lexipol LLC
Routing# 031207607
Account# 8026454197
PNC Bank, N.A.
249 Fifth Avenue
Pittsburgh, PA 15222
Payment Notice to receivables@lexipol.com

Please Make Checks Payable to:
Lexipol LLC
2611 Internet Blvd, Suite 100
Frisco, Tx 75034-9085

CERTIFICATE OF FUNDS

In the Matter of: Police- Annual Lexipol Subscription

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 #110-1010-53000

By: _____



Michelle Reeder

Finance Director

Dated: 2/8/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO LEXIPOL, LLC OF FRISCO, TEXAS, FOR THE ANNUAL SUBSCRIPTION FEE FOR POLICY MANUAL UPDATES AND DAILY TRAINING BULLETIN SERVICES FOR THE POLICE DEPARTMENT FOR THE PERIOD OF APRIL 1, 2023, THROUGH MARCH 31, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved an agreement with Lexipol, LLC for the implementation and annual subscription for Policy Management Software to be used by the Police Department by Ordinance No. 18-073, passed on March 26, 2018; and

WHEREAS, prior to this implementation, the Police Department would update their own policies to CALEA (the Commission on Accreditation for Law Enforcement Agencies) Standards which required constant monitoring and updating due to continual new case law and best practices; and

WHEREAS, Lexipol's Policy Management Software provides more than 150 policies based on federal and state statutes, case law, regulations, and best practices and the policy manual is written by legal and public safety professionals who constantly monitor major court decisions, legislation and emerging trends affecting the industry and provides regular updates in response to legislative mandates, case law and the evolution of best practices; and

WHEREAS, the annual subscription fee includes policy manual updates, 24/7 access to Knowledge Management System for updates and editing, and unique scenario daily training bulletins and testing data base; and

WHEREAS, the total cost for the annual subscription is \$15,509.79 and will be paid with funds from the Police Department's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to pay the invoice received in a timely manner and prior to the due date of April 2, 2023; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the 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. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Lexipol, LLC, of Frisco, Texas, in an amount **not to exceed** Fifteen Thousand Five Hundred Nine and 79/100 Dollars (\$15,509.79) for the annual subscription fee for policy manual updates and daily training bulletin services for the Police Department for the period of April 1, 2023, through March 31, 2024.

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 27, 2023



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: John Orzech, Interim City Manager
From: Jonathan Holody, Director of Community Development
Date: February 22, 2023
Subject: Commission Agenda Item – Market and Warren Street Access Easement


Items for Consideration: Legislation authorizing the creation of an access easement on the Sandusky Cabinets property (ppn 56-00983.000) at Market and Warren Street and on 56-00984.000.

Background Information: The City of Sandusky owns the former Sandusky Cabinets property (ppn 56-00983.000). In anticipation of the split, sale and development of the northern portion of the property, the City seeks to establish an easement for private pedestrian and vehicle access. The easement will allow for the development of the properties without the creation of new ingress/egress points on Market Street.

Budgetary Information: The City will pay the costs to record the easement from the Real Estate Development fund.

Action Requested: It is requested that the proper legislation be prepared to allow the City to create an access easement on the Sandusky Cabinets property (ppn 56-00983.000 and 56-00984.000). It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Deed and Declaration of Easement in order to establish the easement, allow for the sale of three (3) parcels for residential development, and ensure closings in a timely manner.

I concur with this recommendation:


John Orzech
Interim City Manager


Jonathan Holody
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: Market & Warren Street Access Easement

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 #248-0000-53000

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/21/2023

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING AN ACCESS EASEMENT ON PORTIONS OF PARCEL NOS. 56-00983.000 AND 56-00984.000 OWNED BY THE CITY AND LOCATED SOUTH OF EAST MARKET STREET AND EAST OF WARREN STREET FOR RESIDENTIAL DEVELOPMENT; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE DEED AND DECLARATION OF EASEMENTS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the acquisition of property located at 513 E. Washington Street (Parcel Nos. 56-00983.000 and 56-00984.000) and 430 E. Market Street (Parcel No. 56-00985.000), commonly known as Sandusky Cabinets, for the purpose of remediation and future development by Ordinance No. 09-026, passed on April 13, 2009; and

WHEREAS, the City is in the process of subdividing a portion of Parcel No. 56-00983.000 to create three (3) parcels of land for single-family residential development; and

WHEREAS, this City Commission approved an Exclusive Right to Sell Agreement with Russell Real Estate Services of Sandusky, Ohio, for the marketing and sale of these parcels by Ordinance No. 23-003, passed on January 9, 2023; and

WHEREAS, prior to the sale of the three (3) parcels, City Staff desires to establish certain rights, privileges, burdens and benefits connected to the three (3) parcels located at Parcel No. 56-00983.000 and on Parcel No. 56-00984.000 by creating a nonexclusive access easement over the parcels for vehicular and pedestrian access and ingress and egress and to establish maintenance responsibilities for the easement; 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 establish the access easement and allow for the sale of three (3) parcels for residential development and ensure closings in a timely manner; and

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

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

Section 1. This City Commission approves the establishment of an access easement on portions of Parcel Nos. 56-00983.000 and 56-00984.000 owned by the City and located south of East Market Street and East of Warren Street and authorizes and directs the City Manager to execute the Deed and Declaration of

Easements on behalf of the City, for the purpose of residential development, a copy of which is attached and marked Exhibit "1" and is 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 City's public purpose.

Section 2. The City Manager is authorized and directed to execute any other documents necessary for the Access Easement as approved by the Law Director as being consistent with the objectives and requirements of this Ordinance.

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

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City 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 27, 2023

DEED AND DECLARATION OF EASEMENTS

KNOW ALL PERSONS BY THESE PRESENTS THAT: the City of Sandusky, a Municipal Corporation, of the State of Ohio having its principal offices at 240 Columbus Avenue, Sandusky, Ohio 44870, the Grantor herein, for good and valuable consideration thereunto given, and a sum of one dollar (\$1.00) grants with limited warranty, to the City of Sandusky, a Municipal Corporation, of the State of Ohio whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 the following REAL PROPERTY:

See Exhibit A attached hereto

Prior Deed Reference: RN 200905779
Current Permanent Parcel Number: 56-00983.000 and 56-00984.000
Address: 513 Washington Street

Subject to conditions, restrictions, and easements, contained in prior instruments and this instrument of record.

DECLARATION OF ACCESS EASEMENT

This Declaration of Access Easements is made on February ____, 2023, by the City of Sandusky, a Municipal Corporation, of the State of Ohio having its principal offices at 240 Columbus Avenue, Sandusky, Ohio 44870, the Declarant herein.

Declarant is the fee simple owner of the land located in City of Sandusky, Erie County, State

of Ohio which is described in Exhibit A attached to and by this reference incorporated in this Declaration (the "Property").

Declarant desires to reserve and establish certain rights, privileges, burdens and benefits of the Property in connection with creating a nonexclusive access easement.

Now, therefore, Declarant declares and consents that the Property is and shall be held, transferred, sold, conveyed, split, sub-divided, leased, rented, mortgaged, occupied, used and otherwise disposed of subject to the following easements, covenants, obligations, charges and assessments:

Declarant reserves, declares, establishes, creates and grants over the Property for the benefit of each Owner (as defined below) a perpetual, nonexclusive right, privilege and easement over that portion of the Property described in Exhibits B attached to this Declaration (the "Access Easement") for vehicular and pedestrian access, ingress and egress on, over, across and through the drive lanes, exits, curb cuts and drive aisles located in the parking areas located on the Property as an appurtenance to and as a burden on and encumbrance to the Property.

Any Owner shall be responsible for maintaining their own part of the Property and the improvements on the Property, at such Owner's sole cost and expense, including, but not limited to, the easement areas located on the Property as described in this Declaration.

No building or other structure or obstruction shall be permitted or maintained within the Access Easement, nor shall the grade of the Access Easement be altered so as to materially interfere with the use of the Access Easement as contemplated in this Declaration, except that paving, curbing, striping, landscaping, light poles and signage or similar easily moved improvements that do not materially interfere with the use of the Access Easement described in this Declaration shall be permitted.

For the purposes of this Declaration, "Owner" means, in the singular and plural, as the case may be, any persons or entities owning from time to time fee simple title to all or a portion of the Property, and their successors and assigns. Each of the Owners of the Property and any persons or entities owning from time to time fee simple title to all or a portion of the adjacent property described in Exhibit C attached to and by this reference incorporated in this Declaration (the "Adjacent Property") (the "Adjacent Owners"), shall have the right to use the Access Easement and grant the right to use the Access Easement to its employees, tenants, and licensees. Notwithstanding the foregoing, none of the easements created in this Declaration are intended to create any rights to the public.

The rights, agreements, duties, obligations and easements set forth in this Declaration shall run with the land, binding upon and benefiting and burdening the Owners of the Property and the Adjacent Owners of the Adjacent Property and every portion of the Property and Adjacent Property, and their successors, assigns and legal representatives. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to such property, to have assumed all obligations of this Declaration relating to the Property to the extent of such transferee's interest in the transferred portion of the Property, and the transferor shall upon completion of such transfer be relieved of all further liability under this Declaration except liability with respect to matters that may have arisen during its period of ownership, if any.

There shall be no merger of the easement granted, established and created by this Declaration with the fee estate of any party, by reason of the fact that a party or any one or more of the Owners may own or hold (a) the estate or interest encumbered by such easement and (b) the fee estate of the Property; and no such merger shall occur until such parties and such Owner or Owners, as the case may be, execute a written statement or instrument affecting such merger and shall duly

record the same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the _____ day of _____, 20____.

Grantor:
City of Sandusky, a Municipal Corporation

John Orzech
Interim City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named John Orzech, Interim City Manager for the Grantor, who acknowledged that he did sign the foregoing instrument, that the same was his free act and deed and it is the free and voluntary act and deed of the City of Sandusky.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Sandusky, Erie County, the State of Ohio, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

This Instrument Prepared By:
Brendan L. Heil
Law Director
City of Sandusky
Sandusky, Ohio 44870
(419) 627-5852

**LANDS OF CITY OF SANDUSKY
NORTH OF WASHINGTON STREET, EAST OF WARREN STREET
& SOUTH OF MARKET STREET
1.7290 ACRES**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, being part of Lots 10 and 12 and all of Lot 14 on Warren Street and all of Lots 19, 21 and 23 on Washington Street in the Old Town Plat of City of Sandusky, P.V. 1, Pg. 1, and being Parcel No. 2 of those lands of the City of Sandusky described in RN 200905779, all references herein to the Erie County Recorder, more particularly described as follows:

Beginning at a 1" iron rod in a monument box found at the intersection of centerlines of Market Street (82.5 feet in width) with Warren Street (66 feet in width); thence, S 24°02'57" E with the centerline of Warren Street, a distance of 41.25 feet to a point at the westerly extension of the southerly right of way line of Market Street; thence, N 65°47'53" E with said extension, a distance of 33.00 feet to a 5/8" iron rod set at the northwesterly corner of Lot 10 on Warren Street and the **TRUE POINT OF BEGINNING** for this description;

thence continuing, N 65°47'53" E with said right of way line, a distance of 165.69 feet to a drill hole found in the northwesterly corner of lands of S.A. Knowles, D.V. 447, Pg. 965;

thence, S 24°04'16" E with said lands and through Lots 10 and 12 on Warren Street, a distance of 133.66 feet to a 5/8" iron rod set;

thence, N 65°47'27" E with said lands and with the northerly line of Lot 14 on Warren Street, a distance of 33.11 feet to a 1/2" iron rod found in the northwesterly corner of Lot 13 on Perry Street;

thence, S 24°02'40" E with the westerly line of Lot 13 Perry Street and said lands of Knowles and with the westerly line of Lot 17 Washington Street and lands of Erie County Housing Opportunities, Inc., RN 200007154, a distance of 267.31 feet to a point referenced by a 1/2" iron rod found 0.26 feet east in the northerly right of way line of Washington Street (99 feet in width), passing at 66.84 feet a 1/2" iron rod found at the southwesterly corner of Lot 13 on Perry Street;

thence, S 65°45'16" W with said northerly right of way line of Washington Street and the southerly line of Lots 19, 21 and 23, a distance of 198.83 feet (previously recorded as 198.80 feet) to a railroad spike set in the easterly right of way line of Warren Street;

Page 2 of 2
Legal Description

thence, N 24°02'57" W with said easterly right of way line of Warren Street and the westerly lines of Lot 23 on Washington Street and Lots 10, 12 and 14 on Warren Street, a distance of 401.12 feet (previously recorded as 401.03 feet) to the point of beginning, containing 1.7290 acres (75,316 S.F.) of land, more or less, subject to legal highways and easements of record.

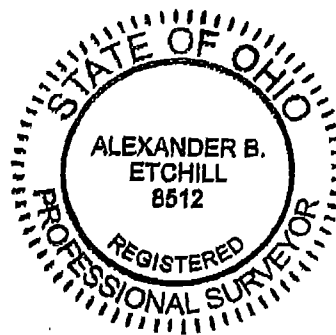
This description was prepared by Alexander B. Etchill, P.S., Ohio R.L.S. 8512 from an actual field survey of the premises conducted in December, 2011. Bearings herein are based upon a record deed bearing of S 24°02'57" E for the centerline of Warren Street.

John Hancock & Associates, Inc.

Alexander B. Etchill
Alexander B. Etchill, P.S.

Date: JANUARY 3, 2012 ABE

File: projects on server/158111/docs/1581-legal.doc



Sections 4703-57 thru 4705-67 of the Ohio
Administrative Code only. No Field Verifications
for Accuracy made.

[Signature]
Erie County Engineer

Date: 1/03/12

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

**Legal Description For:
The City of Sandusky, Ohio
Ingress/Egress Easement
0.0684 Acres**

Being a parcel of land 18 feet in width for Ingress/Egress Easement purposes located in part of Lot 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, a distance of 33.00 feet to a 5/8" iron rod set at the intersection of the easterly right-of-way line of Warren Street and the southerly right-of-way line of Market Street; Thence South 23° 38' 34" East, along the easterly right-of-way line of Warren Street, a distance of 133.99 feet to a 5/8" iron rod set at a northwesterly corner of Lot 14 and being the principal place of beginning;

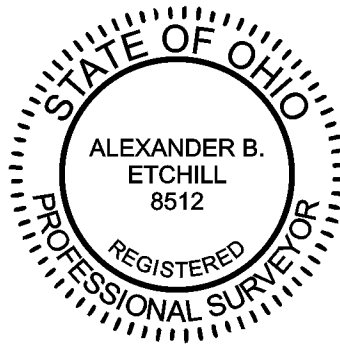
1. Thence North 66° 11' 50" East, along the northerly line of Lot 14, a distance of 165.56 feet to a 5/8" iron rod set at a southwesterly corner of land now or formerly owned by Shirley A. Murray, Trustor as recorded in RN 201504861 of the Erie County Recorder's Office;
2. Thence South 23° 39' 53" East, a distance of 18.00 feet to a 5/8" iron rod set;
3. Thence South 66° 11' 50" West, a distance of 165.57 feet to a 5/8" iron rod set at the easterly right-of-way line of Warren Street;
4. Thence North 23° 38' 34" West, along the easterly right-of-way line of Warren Street, a distance of 18.00 feet to the principal place of beginning, and containing 0.0684 acres (2,980.1893 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

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

Prior Deed Reference: RN 200905779

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

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in December, 2022 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed October, 2022 on the premises by Contractors Design Engineering.



Situated in State of Ohio, County of SPQ

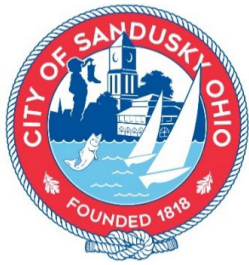
Parcel 1: Being the easterly one-sixth ($1/6$) of Lots Numbers Ten (10) and Twelve (12) on Warren Street.

Parcel 2: Being the westerly 87.91 feet of Lots Numbers Nine (9) and Eleven (11) on Perry Street.

Parcel 3: Being the southerly ten (10) feet of the northerly sixty-four (64) feet of the easterly one hundred eleven (111) feet of Lot Number Eleven (11) on Perry Street.

Parcel 4: Being the west 47.91 feet of Lot Number Thirteen (13) on Perry Street.

Parcel 5: Being the west forty (40) feet of the north 31.6 feet of the east 151 feet of Lot Number Thirteen (13) on Perry Street.



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, Interim City Manager

From: Aaron M. Klein

Date: February 14, 2023

Subject: Commission Agenda Item – 2023 Five-Year Capital Improvement Plan

ITEM FOR CONSIDERATION: Approval of the 2023 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. Although staff has updated the plan annually, a formal document was not released since 2019 due to so much financial uncertainty since the onset of the pandemic in March of 2020. 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.

A draft CIP was sent to members of the Finance Committee on February 10, 2023 for review and to provide feedback at the Finance Committee meeting on February 17, 2023. Additionally, all City departments have reviewed the draft CIP for consistency. All feedback received to-date has been incorporated into the document. This CIP will be updated annually. It should be noted that two new funding sources – *Stimulus/ARPA* and *Parking & Admissions Tax* – have been added to 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 2023 Five-Year Capital Improvement Plan and that necessary legislation be passed on first reading.

I concur with this recommendation:

John Orzech
Interim City Manager

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THE 2023 FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF SANDUSKY.

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 2023 Five-Year Capital Improvement Plan was distributed to members of the Finance Committee on February 10, 2023, 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, 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 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 2023 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 shall take effect at the earliest time allowed by Law.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed:

2023



FIVE-YEAR CAPITAL IMPROVEMENT PLAN



INDEX

Introduction	1
Frequently Asked Questions (FAQs)	2 – 5
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 Neighborhoods	15
Projection for Provisions	16 – 17
Projection for Recreation, Parks & Pathways	18
Projection for Sewer	19
Projection for Streets	20 – 21
Projection for Technology	22
Projection for Water	23
Contributors by Department – Administration	24 – 25
Projection for Administration	26
Contributors by Department – Community Development	27
Projection for Community Development	28
Contributors by Department and Projection – Fire	29
Contributors by Department and Projection – Parks, Downtown, Waterfront and Public Realm	30
Contributors by Department and Projection – Police	31
Contributors by Department – Public Works	32
Projection for Public Works	33 – 36

INTRODUCTION

The City of Sandusky's 5-year Capital Improvement Plan 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. The CIP should not be confused with the Capital Budget, which is prepared annually in conjunction with the Operating Budget and includes only funded projects from the first year of the plan.

Having a Capital Improvement Plan helps the City, its citizens, 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, that are not intended for sale. **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
Sandusky Fire Department Master Plan	Fire	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
Pavement Condition Rating	Public Works	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	Public Works	2006
Water Quality Monitoring Report (CSO’s)	Public Works	1998

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?

Beginning in 2014, stakeholders and residents were invited to participate in strategic planning meetings where ideas were generated. These meetings continue to 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 [Comprehensive Annual Financial Report \(CAFR\)](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 419.627.5884 or esowecke@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 (the maximum permitted).

Stimulus

American Rescue Plan Act (ARPA) funds are fiscal relief funds provided by the federal government. **These funds may be encumbered through 2024.**

Transit

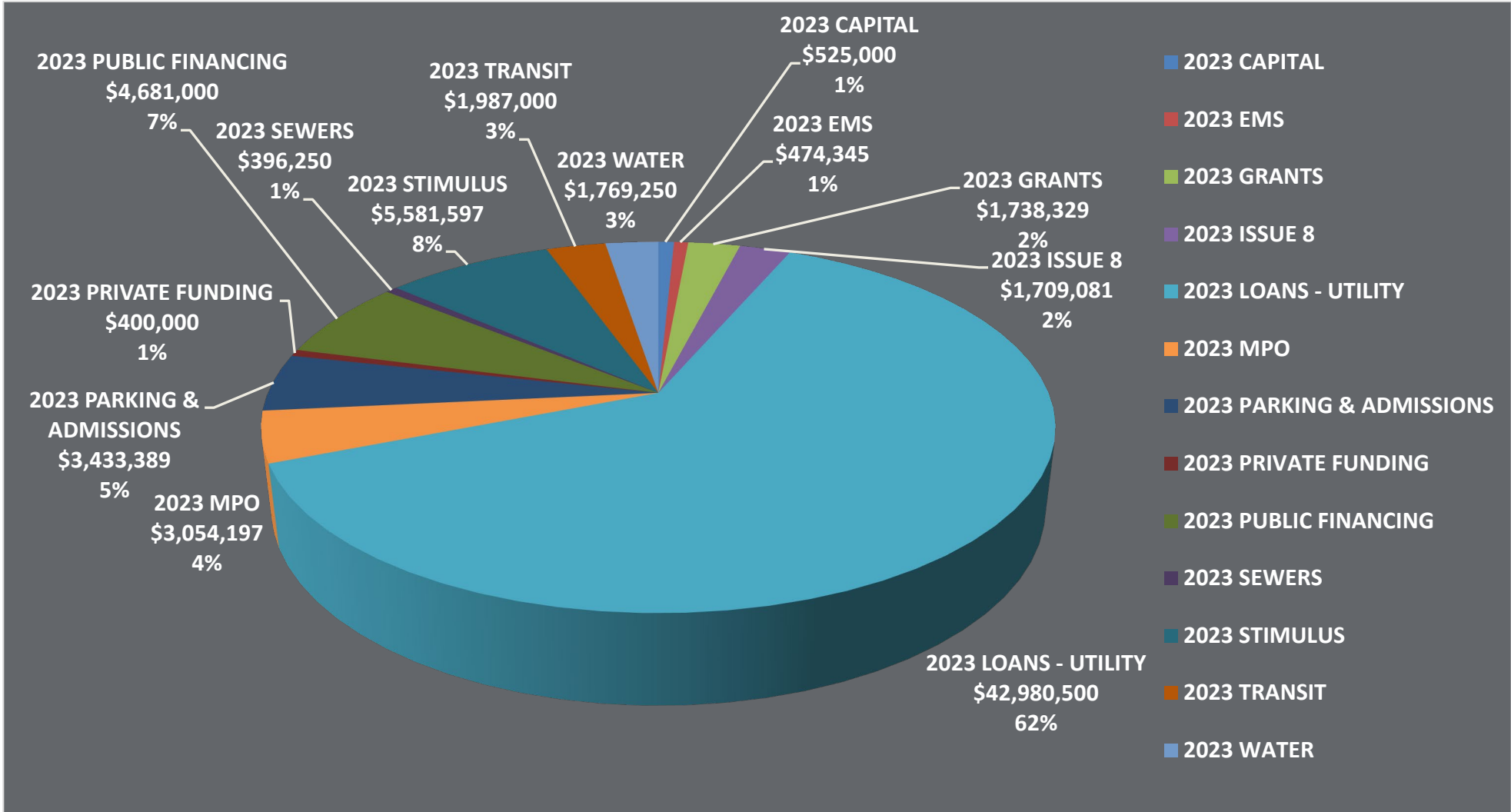
Revenues generated strictly for use by the Sandusky Transit System, such as fare boxes, federal grants, state grants, contractual obligations, etc.

Water

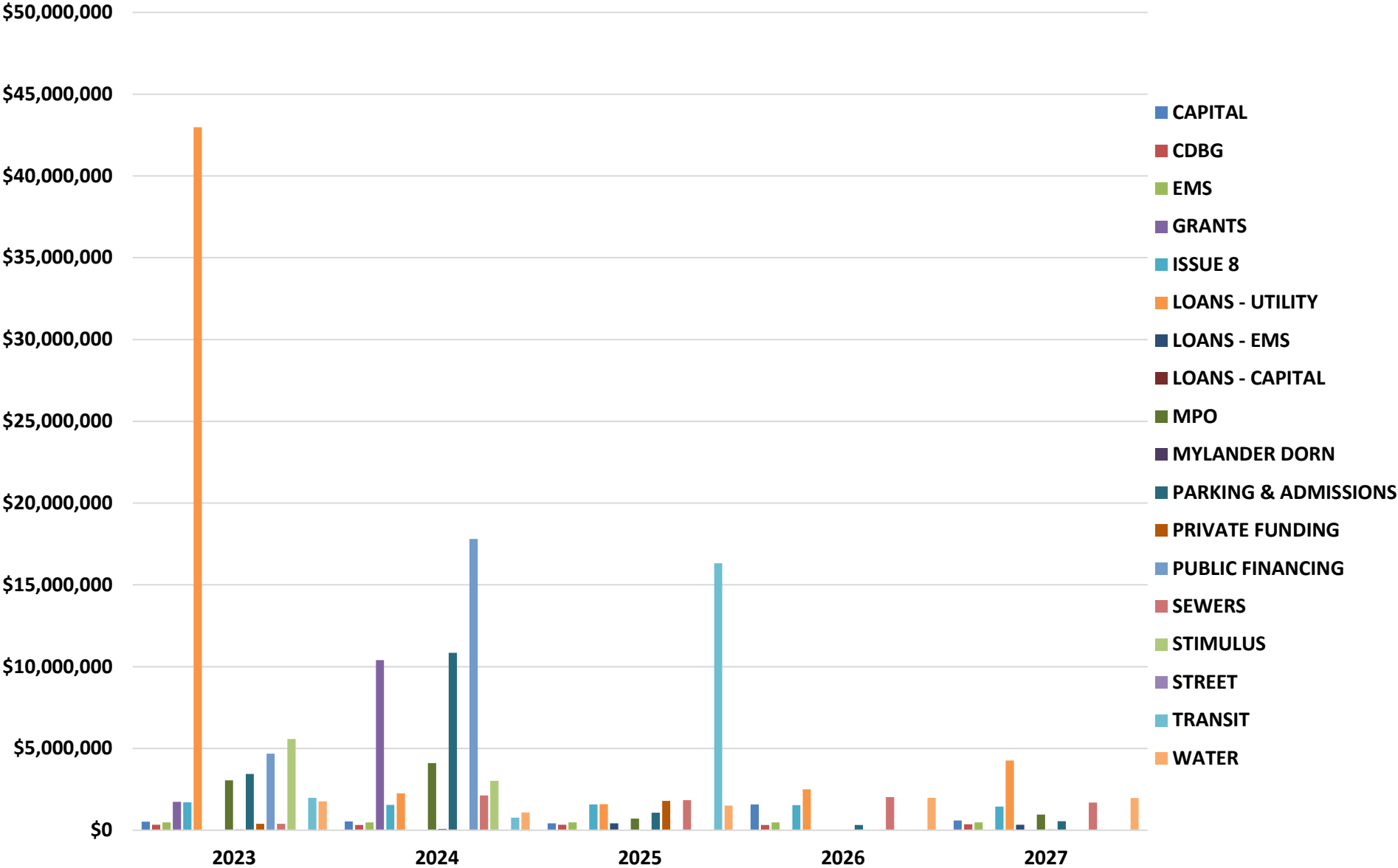
Revenues from the operations of the water distribution system within the City and for the sale of water to other bulk sources.

SUMMARY BY FUNDING SOURCES

	CAPITAL	CDBG	EMS	GRANTS	ISSUE 8	LOANS - UTILITY	LOANS - EMS	LOANS - CAPITAL	MPO	MYLANDER DORN	PARKING & ADMISSIONS	PRIVATE FUNDING	PUBLIC FINANCING	SEWERS	STIMULUS	STREET	TRANSIT	WATER	TOTAL
2023	\$525,000	\$335,000	\$474,345	\$1,738,329	\$1,709,081	\$42,980,500	\$0	\$0	\$3,054,197	\$45,000	\$3,433,389	\$400,000	\$4,681,000	\$396,250	\$5,581,597	\$0	\$1,987,000	\$1,769,250	\$69,109,938
2024	\$540,000	\$315,000	\$475,000	\$10,393,946	\$1,544,000	\$2,250,000	\$0	\$0	\$4,105,503	\$70,000	\$10,848,215	\$0	\$17,802,307	\$2,120,431	\$3,026,505	\$0	\$775,000	\$1,080,000	\$55,345,907
2025	\$425,000	\$335,000	\$475,000	\$0	\$1,580,000	\$1,598,116	\$425,000	\$0	\$709,661	\$0	\$1,066,628	\$1,800,000	\$0	\$1,843,615	\$0	\$0	\$16,325,000	\$1,510,000	\$28,093,020
2026	\$1,575,000	\$315,000	\$475,000	\$0	\$1,540,000	\$2,500,000	\$0	\$0	\$0	\$0	\$325,000	\$0	\$0	\$2,025,000	\$0	\$0	\$25,000	\$1,980,000	\$10,760,000
2027	\$600,000	\$365,000	\$475,000	\$0	\$1,440,000	\$4,265,000	\$330,000	\$0	\$961,933	\$50,000	\$550,000	\$0	\$0	\$1,691,933	\$0	\$0	\$25,000	\$1,960,000	\$12,713,866
Grand Total	\$3,665,000	\$1,665,000	\$2,374,345	\$12,132,275	\$7,813,081	\$53,593,616	\$755,000	\$0	\$8,831,294	\$165,000	\$16,223,232	\$2,200,000	\$22,483,307	\$8,077,229	\$8,608,102	\$0	\$19,137,000	\$8,299,250	\$176,022,731



FIVE-YEAR SUMMARY BY FUNDING SOURCES



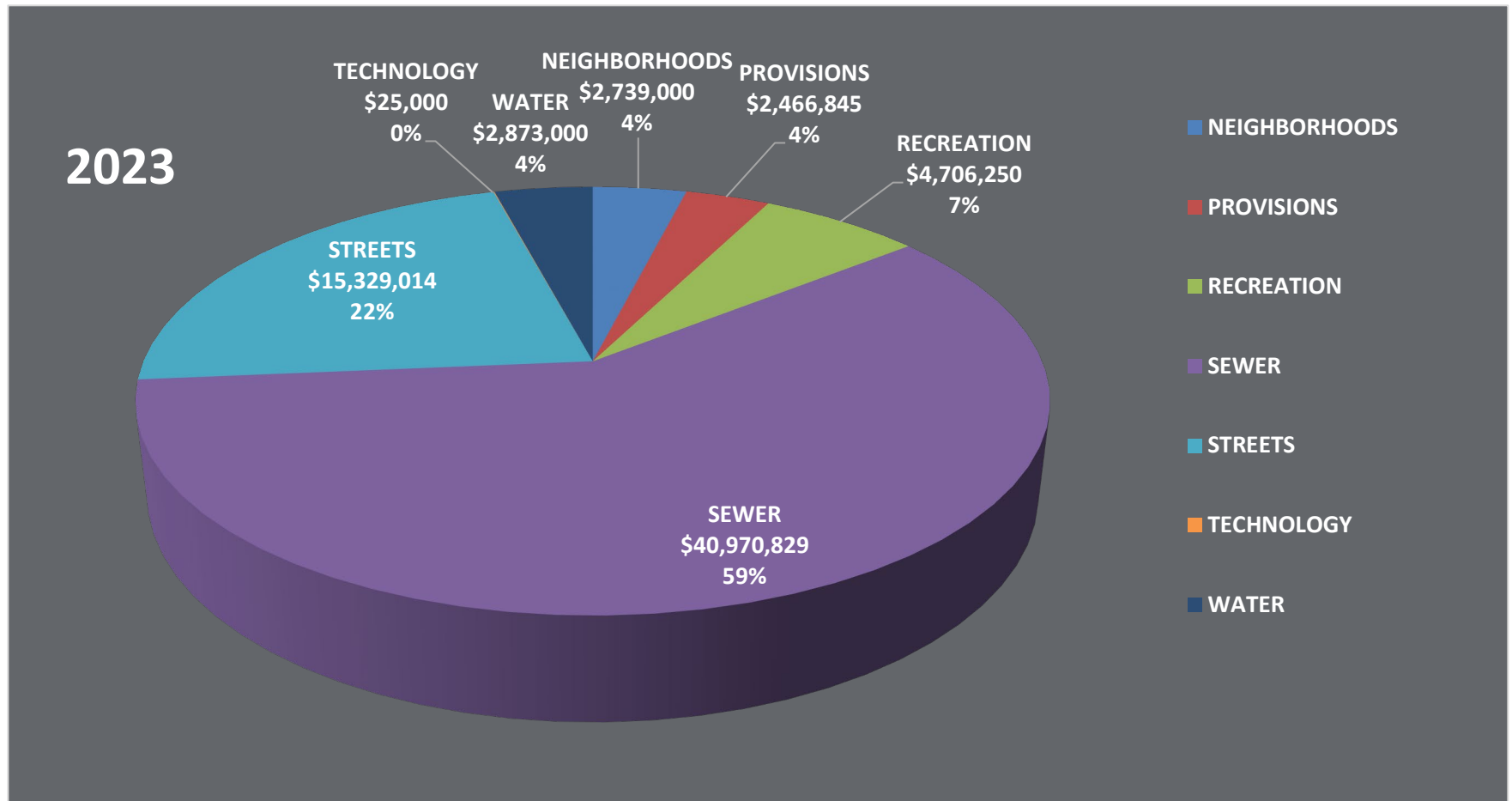
PROJECT BY CATEGORY

To streamline the City’s focus and allocate the appropriate dollar amount to each project, the CIP is divided into eight categories:

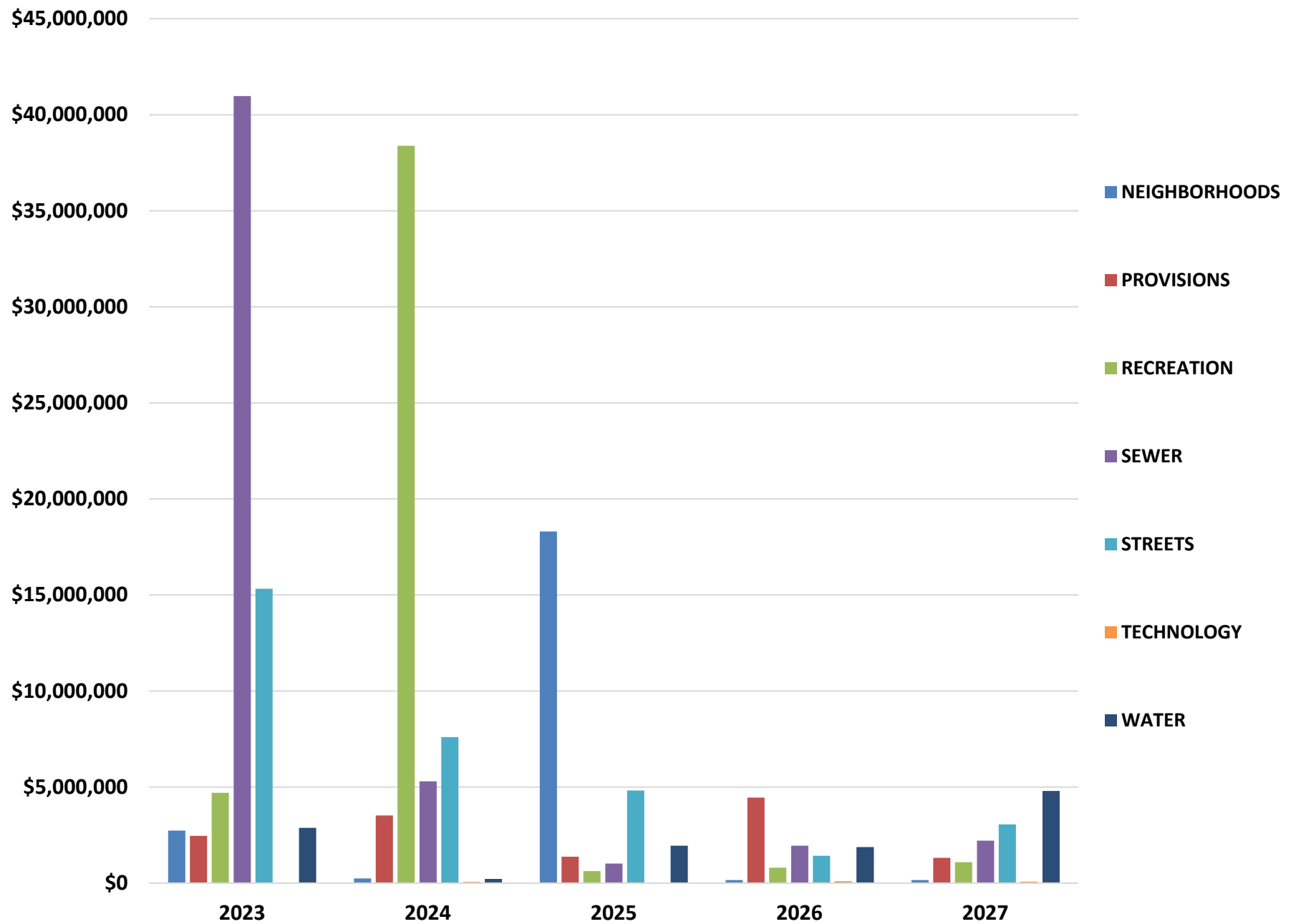
Neighborhoods	Housing stock and neighborhood amenities and safety
Provisions	Equipment, vehicles, facilities and safety
Recreation, Parks & Pathways	Parks, multi-use paths, bayfront and shoreline
Sewer	Wastewater treatment, storm and sanitary sewers and overflows
Streets	Roads, traffic, rights-of-way, forestry, parking, corridors, streetscapes, walkability, transit stops
Technology	Hardware and software
Water	Maintain and improve water treatment, distribution and towers

SUMMARY BY CATEGORY

	NEIGHBORHOODS	PROVISIONS	RECREATION	SEWER	STREETS	TECHNOLOGY	WATER	Grand Total
2023	\$2,739,000	\$2,466,845	\$4,706,250	\$40,970,829	\$15,329,014	\$25,000	\$2,873,000	\$69,109,938
2024	\$244,000	\$3,520,000	\$38,381,253	\$5,300,000	\$7,605,654	\$70,000	\$225,000	\$55,345,907
2025	\$18,305,000	\$1,375,000	\$625,000	\$1,015,000	\$4,823,020	\$0	\$1,950,000	\$28,093,020
2026	\$155,000	\$4,455,000	\$800,000	\$1,950,000	\$1,425,000	\$100,000	\$1,875,000	\$10,760,000
2027	\$155,000	\$1,320,000	\$1,095,000	\$2,215,000	\$3,053,866	\$75,000	\$4,800,000	\$12,713,866
Grand Total	\$21,598,000	\$13,136,845	\$45,607,503	\$51,450,829	\$32,236,554	\$270,000	\$11,723,000	\$176,022,731



FIVE-YEAR SUMMARY BY CATEGORY



2023 CAPITAL PROJECTION FOR NEIGHBORHOODS

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
NEIGHBORHOODS									
2023									
2023 Streetscape Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Amtrak Depot Expansion & Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000	\$0	\$95,000
Amtrak Facility Design	\$0	\$0	\$0	\$200,000	\$0	\$0	\$1,800,000	\$0	\$2,000,000
Hancock Street Corridor Plan	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
LED Light Upgrades	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000	\$0	\$18,000
Mobility Plan Development	\$0	\$200,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Public Art	\$212,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$212,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
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
2023 Total	\$302,000	\$200,000	\$50,000	\$200,000	\$0	\$0	\$1,987,000	\$0	\$2,739,000
2024									
2024 Streetscape Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Public Art	\$94,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$94,000
Strategic Plan Update	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
2024 Total	\$144,000	\$0	\$75,000	\$0	\$0	\$0	\$25,000	\$0	\$244,000
2025									
2025 Streetscape Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Amtrak Facility Construction & Inspection	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$16,200,000	\$0	\$18,000,000
Comprehensive Plan Update	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
Public Art	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Sustainability Plan	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
2025 Total	\$230,000	\$0	\$0	\$1,800,000	\$0	\$50,000	\$16,225,000	\$0	\$18,305,000
2026									
2026 Streetscape Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Public Art	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
2026 Total	\$130,000	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$155,000
2027									
2027 Streetscape Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Public Art	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
2027 Total	\$130,000	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$155,000
NEIGHBORHOODS Total	\$936,000	\$200,000	\$125,000	\$2,000,000	\$0	\$50,000	\$18,287,000	\$0	\$21,598,000
Grand Total	\$936,000	\$200,000	\$125,000	\$2,000,000	\$0	\$50,000	\$18,287,000	\$0	\$21,598,000

2023 CAPITAL PROJECTION FOR PROVISIONS

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
PROVISIONS											
2023											
Bldg. Mntc. Utility Truck, Code Enforcement	\$0	\$0	0	\$0	\$110,000	\$0	\$0	\$0	\$0	\$0	\$110,000
Cemetery Improvements - Chapel, Pole Barn & Road	\$0	\$0	0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Fire Station #7 Roof	\$0	\$0	0	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$90,000
Greenhouse Façade on both Buildings & Parking Lot	\$0	\$0	0	\$0	\$110,000	\$0	\$0	\$0	\$0	\$0	\$110,000
Grounds - Mower (Remaining portion)	\$0	\$0	0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Jet/Boeckling - Planning & Design	\$0	\$0	0	\$175,000	\$12,500	\$0	\$0	\$0	\$0	\$0	\$187,500
Parking lot paving (various) & HVAC Repairs	\$0	\$0	0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Salt Truck	\$0	\$0	0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Sewer - ToolCat	\$0	\$0	0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$80,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	132,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,000
SFD - Fire Engine/Pumper	\$0	\$0	342,345	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$642,345
Shoreline Park - building improvements	\$0	\$0	0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
SPD Cruisers (6)	\$0	\$0	0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
Street Roller	\$0	\$0	0	\$0	\$35,000	\$0	\$0	\$0	\$0	\$0	\$35,000
2023 Total	\$0	\$0	474,345	\$175,000	\$1,737,500	\$0	\$0	\$80,000	\$0	\$0	\$2,466,845
2024											
Jet/Boeckling - Construction	\$0	\$1,150,000	0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300,000
Jet/Boeckling - Planning & Design	\$0	\$150,000	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
Recreation, Forestry, Downtown Trucks	\$0	\$0	0	\$0	\$85,000	\$0	\$0	\$0	\$0	\$0	\$85,000
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
SFD - Suburban	\$0	\$0	0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
SPD Cruisers (3)	\$0	\$0	0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Transit - Alternate Fuel Vehicles	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$0	\$750,000
Water - 2-ton Dump	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$180,000
2024 Total	\$0	\$1,300,000	405,000	\$150,000	\$285,000	\$0	\$0	\$450,000	\$750,000	\$180,000	\$3,520,000
2025											
Grounds - Tractor	\$0	\$0	0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Sewer - 4x4 Pick up, WPC Car	\$0	\$0	0	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$85,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	175,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000
SFD - Fire Engine/Pumper, Pick up	\$0	\$0	300,000	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$725,000
SPD Cruisers (3)	\$0	\$0	0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Transit - Alternate Fueling Station	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$100,000
Water - 4x4 pick up	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$60,000
2025 Total	\$0	\$0	475,000	\$425,000	\$230,000	\$0	\$0	\$85,000	\$100,000	\$60,000	\$1,375,000

2023 CAPITAL PROJECTION FOR PROVISIONS (CONTINUED)

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2026											
City Hall Purchase	\$1,000,000	\$0	0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	\$3,000,000
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 - Taurus	\$0	\$0	50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
SPD Cruisers (3)	\$0	\$0	0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Street - Loader	\$0	\$0	0	\$0	\$275,000	\$0	\$0	\$0	\$0	\$0	\$275,000
Water - ToolCat @ BIWW	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$80,000
2026 Total	\$1,000,000	\$0	475,000	\$0	\$425,000	\$0	\$0	\$1,475,000	\$0	\$1,080,000	\$4,455,000
2027											
Sewer - 1-Ton Dump, Backhoe	\$0	\$0	0	\$0	\$0	\$0	\$0	\$205,000	\$0	\$0	\$205,000
SFD - Ambulance	\$0	\$0	0	\$330,000	\$0	\$0	\$0	\$0	\$0	\$0	\$330,000
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	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Water - Utility Truck	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
2027 Total	\$0	\$0	475,000	\$330,000	\$150,000	\$0	\$0	\$205,000	\$0	\$160,000	\$1,320,000
PROVISIONS Total	\$1,000,000	\$1,300,000	2,304,345	\$1,080,000	\$2,827,500	\$0	\$0	\$2,295,000	\$850,000	\$1,480,000	\$13,136,845
Grand Total	\$1,000,000	\$1,300,000	2,304,345	\$1,080,000	\$2,827,500	\$0	\$0	\$2,295,000	\$850,000	\$1,480,000	\$13,136,845

2023 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									
2023									
Amvets Implementation (w/WWTP project)	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Golf Course Improvements, Phase I	\$0	\$15,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$90,000
Jaycee Park South Shelter & Electric & Ballfields	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$45,000
MacArthur Park Design & Implemenation	\$0	\$0	\$1,700,250	\$0	\$0	\$0	\$0	\$0	\$1,700,250
Rec Center & Tennis Courts Preliminary Design/Plan	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Sandusky Bay Pathway Acquisition	\$0	\$0	\$830,000	\$0	\$0	\$0	\$0	\$0	\$830,000
Shoreline Park - additional sidewalks	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
Skate Park & Pump Track Construction	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
The Landing Permitting	\$0	\$0	\$200,000	\$0	\$281,000	\$0	\$0	\$0	\$481,000
2023 Total	\$0	\$60,000	\$4,365,250	\$0	\$281,000	\$0	\$0	\$0	\$4,706,250
2024									
Amvets Implementation (w/WWTP project)	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Golf Course Improvements, Phase II	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Jaycee Park Improvements	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000
Rec Center & Tennis Court Const. & Insp.	\$0	\$0	\$8,900,000	\$0	\$0	\$0	\$0	\$0	\$8,900,000
Rec Center & Tennis Court Detailed Design	\$0	\$0	\$850,000	\$0	\$0	\$0	\$0	\$0	\$850,000
Sandusky Bay Pathway	\$0	\$0	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$1,350,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
SBP Amenities - Shelby Ramp, Meigs, Venice	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Shelby Street Boat Ramp & Bldg Improvements	\$0	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0	\$140,000
Shore Protection Projects	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
The Landing (Pipe Creek to Hemminger Ditch)	\$0	\$6,300,000	\$0	\$0	\$100,000	\$0	\$0	\$0	\$6,400,000
The Landing Park - Construction & Inspection	\$0	\$1,243,946	\$0	\$0	\$17,702,307	\$300,000	\$0	\$700,000	\$19,946,253
Washington Park Gazebo	\$0	\$55,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$80,000
2024 Total	\$0	\$7,613,946	\$11,915,000	\$0	\$17,802,307	\$350,000	\$0	\$700,000	\$38,381,253
2025									
Boy with the Boot Improvements	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Sandusky Bay Pathway	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
2025 Total	\$0	\$0	\$625,000	\$0	\$0	\$0	\$0	\$0	\$625,000
2026									
Sandusky Bay Pathway	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Shore Protection Projects	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
2026 Total	\$0	\$0	\$750,000	\$0	\$0	\$50,000	\$0	\$0	\$800,000
2027									
Dorn & Kiwanis Drainage	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000
Farwell Park Improvements	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Huron to Jaycee Park - RR Acquisition	\$20,000	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Sandusky Bay Pathway	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Sandusky Bay Pavilion Improvements	\$0	\$50,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Shore Protection Projects	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
2027 Total	\$20,000	\$50,000	\$975,000	\$0	\$0	\$50,000	\$0	\$0	\$1,095,000
RECREATION Total	\$20,000	\$7,723,946	\$18,630,250	\$0	\$18,083,307	\$450,000	\$0	\$700,000	\$45,607,503
Grand Total	\$20,000	\$7,723,946	\$18,630,250	\$0	\$18,083,307	\$450,000	\$0	\$700,000	\$45,607,503

2023 CAPITAL PROJECTION FOR SEWER

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
SEWER									
2023									
Bardshar Storm Sewer	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Causeway Wetlands Design, Phase 2	\$0	\$835,829	\$0	\$0	\$0	\$0	\$0	\$0	\$835,829
Mills St. High Rate Treatment - Final Design & Const	\$0	\$34,955,000	\$45,000	\$0	\$0	\$0	\$0	\$0	\$35,000,000
Monroe Street Storm (Decatur - Central)	\$0	\$0	\$0	\$0	\$0	\$110,000	\$0	\$0	\$110,000
UV System Replacement	\$0	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000
2023 Total	\$0	\$40,790,829	\$45,000	\$0	\$0	\$135,000	\$0	\$0	\$40,970,829
2024									
Arthur Street CSO	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Causeway Wetlands Construction, Phase 2	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Monroe St Outfall (Broadway to Mills Creek)	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
Sewer/Water Facility & Equipment Improvements	\$0	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250,000
2024 Total	\$0	\$4,750,000	\$0	\$0	\$0	\$550,000	\$0	\$0	\$5,300,000
2025									
2025 Slip Lining	\$0	\$0	\$0	\$0	\$0	\$450,000	\$0	\$0	\$450,000
Camp Street Relief Sewer Design	\$0	\$165,000	\$0	\$0	\$0	\$0	\$0	\$0	\$165,000
Flow Metering	\$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	\$165,000	\$0	\$0	\$0	\$850,000	\$0	\$0	\$1,015,000
2026									
2026 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)	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Portable Generator	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
2026 Total	\$0	\$1,500,000	\$0	\$0	\$0	\$450,000	\$0	\$0	\$1,950,000
2027									
2027 Slip Lining	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Camp Street Relief Sewer Construction	\$0	\$1,265,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,265,000
Farwell Grinders	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Vine (Tyler -End)	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
WWTP Security	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
2027 Total	\$0	\$1,265,000	\$0	\$0	\$0	\$950,000	\$0	\$0	\$2,215,000
SEWER Total	\$0	\$48,470,829	\$45,000	\$0	\$0	\$2,935,000	\$0	\$0	\$51,450,829
Grand Total	\$0	\$48,470,829	\$45,000	\$0	\$0	\$2,935,000	\$0	\$0	\$51,450,829

2023 CAPITAL PROJECTION FOR STREETS

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
STREETS									
2023									
2023 Local & CDBG Street Resurfacing	\$0	\$0	\$990,000	\$0	\$0	\$0	\$0	\$0	\$990,000
2023 Sidewalk Program	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Butler Street - Design	\$0	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0	\$140,000
Butler Street - Reconstruction & Inspection	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Cleveland Road Safety Improvements - Acquisition	\$0	\$1,155,770	\$60,830	\$0	\$0	\$0	\$0	\$0	\$1,216,600
Columbus Ave Streetscape - Construction & Inspection	\$0	\$380,000	\$0	\$200,000	\$4,400,000	\$0	\$0	\$0	\$4,980,000
East Monroe (Decatur-Meigs) - Construction	\$0	\$615,308	\$153,827	\$0	\$0	\$0	\$0	\$0	\$769,135
East Monroe (Decatur-Meigs) - Inspection	\$0	\$0	\$76,996	\$0	\$0	\$0	\$0	\$0	\$76,996
East Perkins - Design	\$0	\$80,182	\$21,314	\$0	\$0	\$0	\$0	\$0	\$101,496
East Water Street - Construction	\$0	\$474,477	\$550,523	\$0	\$0	\$150,000	\$0	\$15,000	\$1,190,000
East Water Street - Inspection	\$0	\$0	\$99,999	\$0	\$0	\$0	\$0	\$0	\$99,999
Hayes Corridor Safety Improvements - Construction	\$0	\$728,460	\$80,940	\$0	\$0	\$0	\$0	\$0	\$809,400
Hayes Corridor Safety Improvements - Inspection	\$0	\$0	\$80,912	\$0	\$0	\$0	\$0	\$0	\$80,912
Underpass Lighting & Wall Painting	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Warren Street & Trail (N) Construction	\$0	\$2,033,000	\$1,136,476	\$0	\$0	\$0	\$0	\$0	\$3,169,476
2023 Total	\$0	\$5,467,197	\$5,071,817	\$200,000	\$4,400,000	\$175,000	\$0	\$15,000	\$15,329,014
2024									
2024 Local & CDBG Street Resurfacing	\$0	\$0	\$1,253,384	\$0	\$0	\$0	\$0	\$0	\$1,253,384
2024 Sidewalk Program	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Cleveland Road Safety Improvements - Construction	\$0	\$3,135,410	\$125,375	\$0	\$0	\$640,200	\$0	\$0	\$3,900,985
Cleveland Road Safety Improvements - Inspection	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
Meadowood/Foxborough Sidewalks	\$0	\$120,413	\$72,840	\$0	\$0	\$0	\$0	\$0	\$193,253
Surface Seal and Microsurface	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
US-6 Urban Paving (Venice through Fremont)	\$0	\$1,024,680	\$448,121	\$0	\$0	\$0	\$0	\$0	\$1,472,801
West Monroe (Decatur - Camp) - Design	\$0	\$0	\$0	\$0	\$0	\$105,231	\$0	\$0	\$105,231
2024 Total	\$0	\$4,280,503	\$2,554,720	\$0	\$0	\$770,431	\$0	\$0	\$7,605,654
2025									
2025 Local & CDBG Street Resurfacing	\$0	\$0	\$712,654	\$0	\$0	\$0	\$0	\$0	\$712,654
2025 Sidewalk Program	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
East Cleveland Road (S) Pedestrian Improvements	\$0	\$0	\$716,628	\$0	\$0	\$0	\$0	\$0	\$716,628
East Perkins - Construction	\$0	\$1,301,954	\$98,046	\$0	\$0	\$0	\$0	\$0	\$1,400,000
Surface Seal and Microsurface	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
West Monroe (Broadway - Camp) - Construction	\$0	\$340,823	\$539,300	\$0	\$0	\$833,615	\$0	\$0	\$1,713,738
2025 Total	\$0	\$1,642,777	\$2,321,628	\$0	\$0	\$858,615	\$0	\$0	\$4,823,020

2023 CAPITAL PROJECTION FOR STREETS (CONTINUED)

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2026									
2026 Local & CDBG Street Resurfacing	\$0	\$0	\$1,170,000	\$0	\$0	\$0	\$0	\$0	\$1,170,000
2026 Sidewalk Program	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Surface Seal and Microsurface	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
2026 Total	\$0	\$0	\$1,400,000	\$0	\$0	\$25,000	\$0	\$0	\$1,425,000
2027									
2027 Local & CDBG Street Resurfacing	\$0	\$0	\$1,050,000	\$0	\$0	\$0	\$0	\$0	\$1,050,000
2027 Sidewalk Program	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Superior Street Rehabilitation	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
Surface Seal and Microsurface	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
US-4 Urban Paving (Perkins to Jefferson)	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
West Monroe (Decatur - Camp) - Construction	\$0	\$461,933	\$0	\$0	\$0	\$461,933	\$0	\$0	\$923,866
2027 Total	\$0	\$961,933	\$1,605,000	\$0	\$0	\$486,933	\$0	\$0	\$3,053,866
STREETS Total	\$0	\$12,352,410	\$12,953,165	\$200,000	\$4,400,000	\$2,315,979	\$0	\$15,000	\$32,236,554
Grand Total	\$0	\$12,352,410	\$12,953,165	\$200,000	\$4,400,000	\$2,315,979	\$0	\$15,000	\$32,236,554

2023 CAPITAL PROJECTION FOR TECHNOLOGY

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
TECHNOLOGY											
2023											
City Video Security	\$0	\$0	\$0	\$0	\$12,500	\$0	\$0	\$6,250	\$0	\$6,250	\$25,000
2023 Total	\$0	\$0	\$0	\$0	\$12,500	\$0	\$0	\$6,250	\$0	\$6,250	\$25,000
2024											
SFD - Server	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000
2024 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
2027											
SPD - Server	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
2027 Total	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
TECHNOLOGY Total	\$75,000	\$0	\$70,000	\$0	\$62,500	\$0	\$0	\$31,250	\$0	\$31,250	\$270,000
Grand Total	\$75,000	\$0	\$70,000	\$0	\$62,500	\$0	\$0	\$31,250	\$0	\$31,250	\$270,000

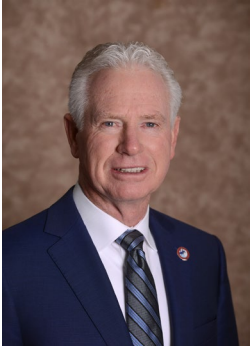
2023 CAPITAL PROJECTION FOR WATER

	DEVELOP- MENT	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
WATER									
2023									
2023 Lead Line Replacement	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
BIWW Backup Generator & Controls	\$0	\$1,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000
BIWW Network Project - Fiber & Switches	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Cleveland Road Water Main (@ Roundabout)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$358,000	\$358,000
Distribution Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$700,000
East Perkins Ave Water Line Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000	\$90,000
Mills & Follett Tank - venting, nozzles, inside painting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Sheldon's Marsh Intake & BIWW Capacity - Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
2023 Total	\$0	\$1,125,000	\$0	\$0	\$0	\$0	\$0	\$1,748,000	\$2,873,000
2024									
2024 Lead Line Replacement	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
SCADA Improvements @ BIWW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
2024 Total	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$200,000	\$225,000
2025									
2025 Lead Line Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
Chemical Storage Tank Replacements (fluoride)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Filter Media Replacement & 36 Actuators (4)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Pipe & Rhode - Design (a)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$550,000	\$550,000
Sheldon's Marsh Intake Improvements - Constr.	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Water Plant Asphalt Repairs (w/ street resurfacing)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
2025 Total	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$1,450,000	\$1,950,000
2026									
2026 Lead Line Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
Doors for Chemical Building (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Pipe/Rohde - Construction (a)	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
SCADA Software Upgrades & Maintenance Contract	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Sludge Pond Wall Reinforcement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
2026 Total	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$875,000	\$1,875,000
2027									
2027 Lead Line Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
BIWW Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Causeway Water Main Lining (~2 miles) (c)	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Filter Media Replacement & 36 Actuators (5)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Loops under RR (6 locations) (b)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Replacement of Miscellaneous 4" Mains (d)	\$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	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$1,800,000	\$4,800,000
WATER Total	\$0	\$5,650,000	\$0	\$0	\$0	\$0	\$0	\$6,073,000	\$11,723,000
Grand Total	\$0	\$5,650,000	\$0	\$0	\$0	\$0	\$0	\$6,073,000	\$11,723,000

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



Blake Harris



Mike Meinzer



Steve Poggiali



Wes Poole



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

419.627.5844

Interim City Manager, John Orzech

jorzech@cityofsandusky.com

Executive Assistant, Leslie Mesenburg

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 419.627.5968, cnicholson@cityofsandusky.com
Erica Taylor 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: 419.627.5852
Director, Brendan Heil bheil@cityofsandusky.com
Legal Administrative Specialist, Paige Doster pdoster@cityofsandusky.com

2023 CAPITAL PROJECTION FOR ADMINISTRATION

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2023											
Bldg. Mntc. Utility Truck, Code Enforcement	\$0	\$0	\$0	\$0	\$110,000	\$0	\$0	\$0	\$0	\$0	\$110,000
City Video Security	\$0	\$0	\$0	\$0	\$12,500	\$0	\$0	\$6,250	\$0	\$6,250	\$25,000
2023 Total	\$0	\$0	\$0	\$0	\$122,500	\$0	\$0	\$6,250	\$0	\$6,250	\$135,000
2024											
Strategic Plan Update	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
2024 Total	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
2026											
10GB Switches	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$25,000	\$0	\$25,000	\$100,000
City Hall Purchase	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	\$3,000,000
2026 Total	\$1,000,000	\$0	\$0	\$0	\$50,000	\$0	\$0	\$1,025,000	\$0	\$1,025,000	\$3,100,000
Grand Total	\$1,000,000	\$0	\$0	\$0	\$247,500	\$0	\$0	\$1,031,250	\$0	\$1,031,250	\$3,310,000

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	419.627.5891
Administrative Assistant, Quinn Rambo	qrambo@cityofsandusky.com
Director, Jonathan Holody	jholody@cityofsandusky.com
Chief Planner, Arin Blair	ablair@cityofsandusky.com
Chief Neighborhood Development Officer, Colleen Gilson	cgilson@cityofsandusky.com



To connect with the STS, please contact:

Sandusky Amtrak Station	(419) 627-0740
Transit Administrator, James Stacey	(419) 621-8462
	jstacey@cityofsandusky.com

2023 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
2023											
2023 Streetscape Improvements	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Amtrak Depot Expansion & Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000	\$0	\$95,000
Amtrak Facility Design	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$1,800,000	\$0	\$2,000,000
Hancock Street Corridor Plan	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
LED Light Upgrades	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000	\$0	\$18,000
Public Art	\$0	\$212,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$212,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
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
2023 Total	\$0	\$302,000	\$0	\$0	\$0	\$200,000	\$0	\$0	\$1,987,000	\$0	\$2,489,000
2024											
2024 Streetscape Improvements	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Public Art	\$0	\$94,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$94,000
Transit - Alternate Fuel Vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$0	\$750,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
2024 Total	\$0	\$144,000	\$0	\$0	\$0	\$0	\$0	\$0	\$775,000	\$0	\$919,000
2025											
2025 Streetscape Improvements	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Amtrak Facility Construction & Inspection	\$0	\$0	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$16,200,000	\$0	\$18,000,000
Comprehensive Plan Update	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
Public Art	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Transit - Alternate Fueling Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$100,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
2025 Total	\$0	\$230,000	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$16,325,000	\$0	\$18,355,000
2026											
2026 Streetscape Improvements	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Public Art	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
2026 Total	\$0	\$130,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$155,000
2027											
2027 Streetscape Improvements	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Huron to Jaycee Park - RR Acquisition	\$0	\$20,000	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Public Art	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
2027 Total	\$0	\$150,000	\$0	\$0	\$30,000	\$0	\$0	\$0	\$25,000	\$0	\$205,000
Grand Total	\$0	\$956,000	\$0	\$0	\$30,000	\$2,000,000	\$0	\$0	\$19,137,000	\$0	\$22,123,000

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

2023 CAPITAL PROJECTION FOR FIRE

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2023											
Fire Station #7 Roof	\$0	\$0	\$0	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$90,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$132,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,000
SFD - Fire Engine/Pumper	\$0	\$0	\$342,345	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$642,345
2023 Total	\$0	\$0	\$474,345	\$0	\$390,000	\$0	\$0	\$0	\$0	\$0	\$864,345
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
SFD - Server	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000
SFD - Suburban	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
2024 Total	\$0	\$0	\$475,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$525,000
2025											
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$175,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000
SFD - Fire Engine/Pumper, Pick up	\$0	\$0	\$300,000	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$725,000
2025 Total	\$0	\$0	\$475,000	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$900,000
2026											
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$425,000
SFD - Taurus	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
2026 Total	\$0	\$0	\$475,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475,000
2027											
SFD - Ambulance	\$0	\$0	\$0	\$330,000	\$0	\$0	\$0	\$0	\$0	\$0	\$330,000
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	\$330,000	\$0	\$0	\$0	\$0	\$0	\$0	\$805,000
Grand Total	\$0	\$0	\$2,374,345	\$755,000	\$440,000	\$0	\$0	\$0	\$0	\$0	\$3,569,345

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

2023 CAPITAL PROJECTION FOR POLICE

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2023											
SPD Cruisers (6)	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
2023 Total	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
2024											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2024 Total	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2025											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2025 Total	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2026											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2026 Total	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2027											
SPD - Server	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2027 Total	\$75,000	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$225,000
Grand Total	\$75,000	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,075,000

PARKS, DOWNTOWN, WATERFRONT AND PUBLIC REALM

Sandusky Rec 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 Sandusky Rec, please contact:

Sandusky Rec main office
Superintendent, Jason Werling
Administrative Assistant, Linda Carroll

419.627.5895
jwerling@cityofsandusky.com
lcarrroll@cityofsandusky.com

2023 CAPITAL PROJECTION FOR PARKS, DOWNTOWN, WATERFRONT AND PUBLIC REALM

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2023											
Golf Course Improvements, Phase I	\$0	\$0	\$0	\$15,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$90,000
Greenhouse Façade on both Buildings & Parking Lot	\$0	\$0	\$0	\$0	\$110,000	\$0	\$0	\$0	\$0	\$0	\$110,000
Grounds - Mower (Remaining portion)	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Jaycee Park South Shelter & Electric & Ballfields	\$0	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$45,000
Rec Center & Tennis Courts Preliminary Design/Plan	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Shoreline Park - building improvements	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Skate Park & Pump Track Construction	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
2023 Total	\$0	\$0	\$0	\$60,000	\$1,515,000	\$0	\$0	\$0	\$0	\$0	\$1,575,000
2024											
Golf Course Improvements, Phase II	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Jaycee Park Improvements	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000
Rec Center & Tennis Court Detailed Design	\$0	\$0	\$0	\$0	\$850,000	\$0	\$0	\$0	\$0	\$0	\$850,000
Recreation, Forestry, Downtown Trucks	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$0	\$0	\$0	\$85,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Shelby Street Boat Ramp & Bldg Improvements	\$0	\$0	\$0	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0	\$140,000
Washington Park Gazebo	\$0	\$0	\$0	\$55,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$80,000
2024 Total	\$0	\$0	\$0	\$70,000	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$1,420,000
2025											
Boy with the Boot Improvements	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Grounds - Tractor	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
2025 Total	\$0	\$0	\$0	\$0	\$205,000	\$0	\$0	\$0	\$0	\$0	\$205,000
2026											
Sandusky Bay Pavilion Improvements	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
2026 Total	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
2027											
Dorn & Kiwanis Drainage	\$0	\$0	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000
Farwell Park Improvements	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$0	\$50,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$250,000
2027 Total	\$0	\$0	\$0	\$50,000	\$445,000	\$0	\$0	\$0	\$0	\$0	\$495,000
Grand Total	\$0	\$0	\$0	\$180,000	\$3,765,000	\$0	\$0	\$0	\$0	\$0	\$3,945,000

PUBLIC WORKS (ENGINEERING, SEWER, WATER, STREETS, 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 and 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 city-wide clean-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
Project Manager, Megan Stookey

419.627.5829
aklein@cityofsandusky.com
mstookey@cityofsandusky.com

2023 CAPITAL PROJECTION FOR PUBLIC WORKS

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2023											
2023 Lead Line Replacement	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
2023 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$0	\$990,000	\$0	\$0	\$0	\$0	\$0	\$990,000
2023 Sidewalk Program	\$0	\$0	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Amvets Implementation (w/WWTP project)	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Bardshar Storm Sewer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
BIWW Backup Generator & Controls	\$0	\$0	\$0	\$1,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000
BIWW Network Project - Fiber & Switches	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Butler Street - Design	\$0	\$0	\$0	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0	\$140,000
Butler Street - Reconstruction & Inspection	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Causeway Wetlands Design, Phase 2	\$0	\$0	\$0	\$835,829	\$0	\$0	\$0	\$0	\$0	\$0	\$835,829
Cemetery Improvements - Chapel, Pole Barn & Road	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Cleveland Road Safety Improvements - Acquisition	\$0	\$0	\$0	\$1,155,770	\$60,830	\$0	\$0	\$0	\$0	\$0	\$1,216,600
Cleveland Road Water Main (@ Roundabout)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$358,000	\$358,000
Columbus Ave Streetscape - Construction & Inspection	\$0	\$0	\$0	\$380,000	\$0	\$200,000	\$4,400,000	\$0	\$0	\$0	\$4,980,000
Distribution Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$700,000
East Monroe (Decatur-Meigs) - Construction	\$0	\$0	\$0	\$615,308	\$153,827	\$0	\$0	\$0	\$0	\$0	\$769,135
East Monroe (Decatur-Meigs) - Inspection	\$0	\$0	\$0	\$0	\$76,996	\$0	\$0	\$0	\$0	\$0	\$76,996
East Perkins - Design	\$0	\$0	\$0	\$80,182	\$21,314	\$0	\$0	\$0	\$0	\$0	\$101,496
East Perkins Ave Water Line Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000	\$90,000
East Water Street - Construction	\$0	\$0	\$0	\$474,477	\$550,523	\$0	\$0	\$150,000	\$0	\$15,000	\$1,190,000
East Water Street - Inspection	\$0	\$0	\$0	\$0	\$99,999	\$0	\$0	\$0	\$0	\$0	\$99,999
Hayes Corridor Safety Improvements - Construction	\$0	\$0	\$0	\$728,460	\$80,940	\$0	\$0	\$0	\$0	\$0	\$809,400
Hayes Corridor Safety Improvements - Inspection	\$0	\$0	\$0	\$0	\$80,912	\$0	\$0	\$0	\$0	\$0	\$80,912
Jet/Boeckling - Planning & Design	\$0	\$0	\$0	\$175,000	\$12,500	\$0	\$0	\$0	\$0	\$0	\$187,500
MacArthur Park Design & Implementation	\$0	\$0	\$0	\$0	\$1,700,250	\$0	\$0	\$0	\$0	\$0	\$1,700,250
Mills & Follett Tank - venting, nozzles, inside painting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Mills St. High Rate Treatment - Final Design & Const	\$0	\$0	\$0	\$34,955,000	\$45,000	\$0	\$0	\$0	\$0	\$0	\$35,000,000
Mobility Plan Development	\$0	\$0	\$0	\$200,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Monroe Street Storm (Decatur - Central)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110,000	\$0	\$0	\$110,000
Parking lot paving (various) & HVAC Repairs	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Salt Truck	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Sandusky Bay Pathway Acquisition	\$0	\$0	\$0	\$0	\$830,000	\$0	\$0	\$0	\$0	\$0	\$830,000
Sewer - ToolCat	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$80,000
Sheldon's Marsh Intake & BIWW Capacity - Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Shoreline Park - additional sidewalks	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
Street Roller	\$0	\$0	\$0	\$0	\$35,000	\$0	\$0	\$0	\$0	\$0	\$35,000
The Landing Permitting	\$0	\$0	\$0	\$0	\$200,000	\$0	\$281,000	\$0	\$0	\$0	\$481,000
Underpass Lighting & Wall Painting	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
UV System Replacement	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000
Warren Street & Trail (N) Construction	\$0	\$0	\$0	\$2,033,000	\$1,136,476	\$0	\$0	\$0	\$0	\$0	\$3,169,476
2023 Total	\$0	\$0	\$0	\$47,758,026	\$8,854,567	\$200,000	\$4,681,000	\$390,000	\$0	\$1,763,000	\$63,646,593

2023 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

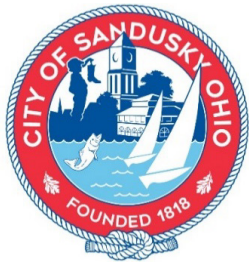
	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2024											
2024 Lead Line Replacement	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
2024 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$0	\$1,253,384	\$0	\$0	\$0	\$0	\$0	\$1,253,384
2024 Sidewalk Program	\$0	\$0	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Amvets Implementation (w/WWTP project)	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Arthur Street CSO	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Causeway Wetlands Construction, Phase 2	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Cleveland Road Safety Improvements - Construction	\$0	\$0	\$0	\$3,135,410	\$125,375	\$0	\$0	\$640,200	\$0	\$0	\$3,900,985
Cleveland Road Safety Improvements - Inspection	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
Jet/Boeckling - Construction	\$0	\$1,150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300,000
Jet/Boeckling - Planning & Design	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
Meadowood/Foxborough Sidewalks	\$0	\$0	\$0	\$120,413	\$72,840	\$0	\$0	\$0	\$0	\$0	\$193,253
Monroe St Outfall (Broadway to Mills Creek)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
Rec Center & Tennis Court Const. & Insp.	\$0	\$0	\$0	\$0	\$8,900,000	\$0	\$0	\$0	\$0	\$0	\$8,900,000
Sandusky Bay Pathway	\$0	\$0	\$0	\$0	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$1,350,000
SBP Amenities - Shelby Ramp, Meigs, Venice	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
SCADA Improvements @ BIWW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Sewer - 1-Ton Dump, Sweeper	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$0	\$0	\$450,000
Sewer/Water Facility & Equipment Improvements	\$0	\$0	\$0	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250,000
Shore Protection Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Surface Seal and Microsurface	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
The Landing (Pipe Creek to Hemminger Ditch)	\$0	\$0	\$0	\$6,300,000	\$0	\$0	\$100,000	\$0	\$0	\$0	\$6,400,000
The Landing Park - Construction & Inspection	\$0	\$0	\$0	\$1,243,946	\$0	\$0	\$17,702,307	\$300,000	\$0	\$700,000	\$19,946,253
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
US-6 Urban Paving (Venice through Fremont)	\$0	\$0	\$0	\$1,024,680	\$448,121	\$0	\$0	\$0	\$0	\$0	\$1,472,801
Water - 2-ton Dump	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$180,000
West Monroe (Decatur - Camp) - Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,231	\$0	\$0	\$105,231
2024 Total	\$0	\$1,300,000	\$0	\$16,749,449	\$13,204,720	\$0	\$17,802,307	\$2,120,431	\$0	\$1,080,000	\$52,256,907

2023 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2025											
2025 Lead Line Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
2025 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$0	\$712,654	\$0	\$0	\$0	\$0	\$0	\$712,654
2025 Sidewalk Program	\$0	\$0	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
2025 Slip Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$0	\$0	\$450,000
Camp Street Relief Sewer Design	\$0	\$0	\$0	\$165,000	\$0	\$0	\$0	\$0	\$0	\$0	\$165,000
Chemical Storage Tank Replacements (fluoride)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
East Cleveland Road (S) Pedestrian Improvements	\$0	\$0	\$0	\$0	\$716,628	\$0	\$0	\$0	\$0	\$0	\$716,628
East Perkins - Construction	\$0	\$0	\$0	\$1,301,954	\$98,046	\$0	\$0	\$0	\$0	\$0	\$1,400,000
Filter Media Replacement & 36 Actuators (4)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Flow Metering	\$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	\$550,000	\$550,000
Sandusky Bay Pathway	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
SCADA at Lift Stations & WWTP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Sewer - 4x4 Pick up, WPC Car	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$85,000
Sheldon's Marsh Intake Improvements - Constr.	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
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
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
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 (Broadway - Camp) - Construction	\$0	\$0	\$0	\$340,823	\$539,300	\$0	\$0	\$833,615	\$0	\$0	\$1,713,738
WWTP Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
2025 Total	\$0	\$0	\$0	\$2,307,777	\$2,821,628	\$0	\$0	\$1,843,615	\$0	\$1,510,000	\$8,483,020
2026											
2026 Lead Line Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
2026 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$0	\$1,170,000	\$0	\$0	\$0	\$0	\$0	\$1,170,000
2026 Sidewalk Program	\$0	\$0	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
2026 Slip Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Class A Sludge/Centrifuge Construction	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
Combo. (C.bus -Wayne)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Doors for Chemical Building (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Pipe/Rohde - Construction (a)	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Portable Generator	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Sandusky Bay Pathway	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
SCADA Software Upgrades & Maintenance Contract	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Sewer - Jet Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475,000	\$0	\$0	\$475,000
Shore Protection Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Sludge Pond Wall Reinforcement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Street - Loader	\$0	\$0	\$0	\$0	\$275,000	\$0	\$0	\$0	\$0	\$0	\$275,000
Surface Seal and Microsurface	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Water - ToolCat @ BIWW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$80,000
2026 Total	\$0	\$0	\$0	\$2,500,000	\$2,175,000	\$0	\$0	\$1,000,000	\$0	\$955,000	\$6,630,000

2023 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2027											
2027 Lead Line Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
2027 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$0	\$1,050,000	\$0	\$0	\$0	\$0	\$0	\$1,050,000
2027 Sidewalk Program	\$0	\$0	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
2027 Slip Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
BIWW Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Camp Street Relief Sewer Construction	\$0	\$0	\$0	\$1,265,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,265,000
Causeway Water Main Lining (~2 miles) (c)	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Farwell Grinders	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Filter Media Replacement & 36 Actuators (5)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Loops under RR (6 locations) (b)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Replacement of Miscellaneous 4" Mains (d)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Sandusky Bay Pathway	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Sewer - 1-Ton Dump, Backhoe	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$205,000	\$0	\$0	\$205,000
Shore Protection Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Superior Street Rehabilitation	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
Surface Seal and Microsurface	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Underground tank repairs (6)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
US-4 Urban Paving (Perkins to Jefferson)	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Vine (Tyler -End)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Water - Utility Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
West Monroe (Decatur - Camp) - Construction	\$0	\$0	\$0	\$461,933	\$0	\$0	\$0	\$461,933	\$0	\$0	\$923,866
WWTP Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
2027 Total	\$0	\$0	\$0	\$5,226,933	\$2,105,000	\$0	\$0	\$1,691,933	\$0	\$1,960,000	\$10,983,866
Grand Total	\$0	\$1,300,000	\$0	\$74,542,185	\$29,160,915	\$200,000	\$22,483,307	\$7,045,979	\$0	\$7,268,000	\$142,000,386



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, Interim City Manager

From: Aaron M. Klein

Date: February 14, 2023

Subject: Commission Agenda Item – Two Sponsorship Agreements

ITEM FOR CONSIDERATION: Two sponsorship agreements with the Village of Indian Hill and the Geauga Park District for environmental projects.

BACKGROUND INFORMATION: Staff is working to reduce the interest rate for the Mills Street High Rate Treatment Project as much as possible. The Ohio Environmental Protection Agency (OEPA) has created the Water Resource Restoration Sponsor Program (WRRSP) through Water Pollution Control Loan Fund (WPCLF) for protection and maintenance of Ohio's aquatic ecosystem. WRRSP accepts applications from non-profit conservation organizations, park districts, villages, and other political subdivisions (Implementer) who are interested in restoring, creating, or protecting an aquatic resource in the State of Ohio. This creative program provides a financial resource for these projects where funding is not typically available by advancing the interest that is already to be paid on loans awarded through WPCLF, such as the Mills High Rate Treatment Project. The Implementer must find a Sponsor who has been nominated to receive a WPCLF loan. In turn, the Sponsor is eligible for an additional 0.1 percent interest rate reduction per sponsorship from a rate that is already below the current market. These projects, which are supported by the State of Ohio and OEPA, would likely not move forward without a sponsor. Staff is recommending entering into a sponsorship agreement with the following two entities.

1. The Village of Indian Hill
 - a. Sycamore Creek Restoration and Habitat Enhancement Project
 - b. \$1,410,000.00
 - c. Urban Environment
 - d. Project Goal: Restore and stabilize 2,840 linear feet of Sycamore Creek, connect to the floodplain, establish living streambanks, substrate diversity and scour pools, and restore and protect approximately 12 acres of riparian habitat. Establish a permanently protected riparian area with native plantings and improve the riffle/pool habitat quality throughout the channel for fish and macroinvertebrates.
2. Geauga Park District
 - a. Veterans Legacy Woods: Cold Water Stream Restoration
 - b. \$1,107,662.00
 - c. Rural Environment
 - d. Project Goal: Create approximately 1,733 linear feet of new cold water stream habitat, restore 1,100 linear feet of stream to natural hydrology and stability, remove 80 LF of old pipe, remove 7,000 linear feet of impervious pavement, reforest 5.5 acres of old golf course fairway with native species, and enhance 4 acres of riparian vegetation. Achieve 1 cold water fish by reintroducing the threatened native Ohio brook trout. Achieve 4 cold water macroinvertebrates and endangered plant species. Establish a high quality Class 3 wetlands.

The Sponsor is responsible for ensuring that the WRRSP project is implemented as agreed, but staff has been informed by program representatives that this oversight is typically done by Ohio EPA because they are in full support of these environmentally impactful projects and want to see them be successful. There is minimal risk to the City.

BUDGETARY INFORMATION: There will be a savings up to 0.2% on the future interest rate for the Mills High Rate Treatment and UV Disinfection projects, which total around \$40M dollars. The final interest rate has not yet been established.

ACTION REQUESTED: It is recommended that proper legislation be prepared to allow the City Manager to enter into Sponsorship Agreements with the Village of Indian Hill and the Geauga Park District to obtain a lower interest rate on WPCLF loan for the Mill Street HRT and UV Disinfection Projects and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter since these agreements must be in place prior to March 15 of 2023 to get the WPCLF loan by April.

I concur with this recommendation:

John Orzech
Interim City Manager

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



CITY MANAGER

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5846
www.cityofsandusky.com

December 13, 2022

Steve Malone
Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P.O. Box 1049
Columbus, Ohio 43215-1049

Re: The City of Sandusky Intent to Enter into WRRSP Sponsorship Agreement


Dear Mr. Malone:

By this letter we are informing you of our intent to enter into a sponsorship agreement up to \$1,410,000.00 depending on the amount of interest generated by sponsoring loan, upon approval by the Sandusky City Commission for the purpose of implementing the following Water Resource Restoration Sponsor Program (WRRSP) project: *Sycamore Creek Restoration and Habitat Enhancement Project*.

This project will be sponsored by the City of Sandusky and will be implemented by the Village of Indian Hill. This project will be sponsored by the following loan(s):

Design & Construction Phases: Mills Street High Rate Treatment
WPCLF Loan Number _____

Signed Sponsor:

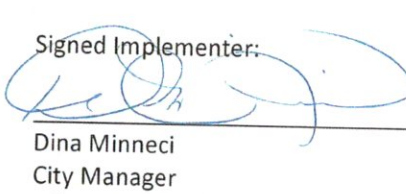


John Orzech
Interim City Manager
City of Sandusky

Date

12/14/22

Signed Implementer:



Dina Minneci
City Manager
Village of Indian Hill

Date

12/13/2022



CITY MANAGER

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5846
www.cityofsandusky.com

October 27, 2022

Steve Malone
Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P.O. Box 1049
Columbus, Ohio 43215-1049

Re: The City of Sandusky Intent to Enter into WRRSP Sponsorship Agreement

Dear Mr. Malone:

By this letter we are informing you of our intent to enter into a sponsorship agreement up to \$1,107,662.00 depending on the amount of interest generated by sponsoring loan, upon approval by the Sandusky City Commission for the purpose of implementing the following Water Resource Restoration Sponsor Program (WRRSP) project: *Veterans Legacy Woods: Cold Water Streat Restoration*.

This project will be sponsored by *the City of Sandusky* and will be implemented by *Geauga Park District*. This project will be sponsored by the following loan(s):


Design & Construction Phases: Mills Street High Rate Treatment
WPCLF Loan Number CS390830-0006

Signed Sponsor:


John Orzech
City Manager
City of Sandusky

Date

Signed Implementer:


John Orzech
Executive Director
Geauga Park District

Date

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE CITY'S PARTICIPATION IN THE WATER RESOURCE RESTORATION SPONSOR PROGRAM (WRRSP); AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN OHIO WATER POLLUTION CONTROL LOAN FUND WATER RESOURCE RESTORATION SPONSOR PROGRAM SPONSORSHIP AGREEMENT WITH THE VILLAGE OF INDIAN HILL OF HAMILTON COUNTY, OHIO, FOR THEIR SYCAMORE CREEK RESTORATION AND HABITAT ENHANCEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund (WPCLF) pursuant to O.R.C. 6111.036 to provide financial assistance for water resource protection and improvement actions; and

WHEREAS, the Ohio Environmental Protection Agency (OEPA) has created the Water Resource Restoration Sponsor Program (WRRSP) within the WPCLF for the effective perpetual protection and maintenance of Ohio's high quality aquatic ecosystem resources; and

WHEREAS, the City of Sandusky recognizes the importance of and supports the conservation and enhancement of natural resources through WRRSP projects; and

WHEREAS, the Village of Indian Hill has proposed the Sycamore Creek Restoration and Habitat Enhancement Project through the WRRSP for a sponsorship amount not to exceed \$1,410,000.00; and

WHEREAS, the project goal is to restore and stabilize 2,840 linear feet of Sycamore Creek, connect to the floodplain, establish living streambanks, substrate diversity and scour pools, restore and protect approximately 12 acres of riparian habitat and establish a permanently protected riparian area with native plantings and improve the riffle/pool habitat quality throughout the channel for fish and macroinvertebrates; and

WHEREAS, this City Commission authorized and directed the City Manager to file an application with the Ohio Environmental Protection Agency (OEPA) for a loan through the Water Pollution Control Loan Fund (WPCLF) Program for the design, construction and inspection of the Mills Street High Rate Treatment Project and Ultraviolet (UV) Disinfection Refurbishment Project by Resolution No. 001-23R, passed on January 23, 2023; and

WHEREAS, the WRRSP is a specialized sponsorship program, as opposed to a traditional grant program, whereby funding is generated by individual WPCLF loans sponsoring WRRSP protection and/or restoration projects and key stakeholders in the WRRSP program include implementers and sponsors of wastewater infrastructure projects; and

WHEREAS, the City of Sandusky intends to participate in the WRRSP in association with the WPCLF to assist the Village of Indian Hill in their project up to the aforementioned sponsorship amount and in return will received a discounted rate for the City's WPCLF loan for the Mills Street High Rate Treatment Project and Ultraviolet (UV) Disinfection Refurbishment Project; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to participate in the WRRSP Program and immediately execute the Sponsorship Agreement that must be in place prior to March 15, 2023, to receive the discounted WPCLF loan by April; 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. This City Commission approves the City's participation in the Water Resource Restoration Sponsor Program (WRRSP) and authorizes and directs the City Manager to enter into an Ohio Water Pollution Control Loan Fund Water Resource Restoration Sponsor Program Sponsorship Agreement with the Village of Indian Hill of Hamilton County, Ohio, for their Sycamore Creek Restoration and Habitat Enhancement Project, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2023

**OHIO WATER POLLUTION CONTROL LOAN FUND
WATER RESOURCE RESTORATION SPONSOR PROGRAM
SPONSORSHIP AGREEMENT**

**by and between
the Village of Indian Hill and the City of Sandusky
for the
Sycamore Creek Restoration and Habitat Enhancement Project CS39-xxxx-xx**

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund ("WPCLF") pursuant to O.R.C. 6111.036 to provide financial assistance for water resource protection and improvement actions; and

WHEREAS, the Ohio Environmental Protection Agency ("Ohio EPA") has created the Water Resource Restoration Sponsor Program ("WRRSP") within the WPCLF for the effective perpetual protection and maintenance of Ohio's high quality aquatic ecosystem resources; and

WHEREAS, an applicant applying to the WPCLF for financing of a water quality improvement project may also sponsor a qualifying WRRSP project to be undertaken by itself, or by an entity with the ability to implement the WRRSP project; and

WHEREAS, the City of Sandusky ("Sponsor") has applied for funding from the WPCLF for project number CS39-0830-0006 and has also requested to sponsor the Sycamore Creek Restoration and Habitat Enhancement Project WRRSP project CS39-xxxx-xx ("Project") as part of that WPCLF loan; and

WHEREAS, the Village of Indian Hill ("Implementer") has agreed to undertake the implementation of the WRRSP Project which is further described in the Ohio EPA-approved final Restoration and Protection Plan ("Plan");

WHEREAS, the Sponsor and the Implementer have the common purpose of completing the WRRSP Project in accordance with the Plan to protect and improve water resources within the State of Ohio; and

WHEREAS, the Implementer will be a party to the environmental covenant ("Covenant") to be developed under O.R.C. Sections 5301.80 – 5301.92 to document the activity and use limitations imposed upon the property associated with the WRRSP Project as a condition of WPCLF assistance.

THEREFORE, the Sponsor and the Implementer agree to be bound by the terms and conditions of this WRRSP Sponsorship Agreement.

SECTION I. GENERAL PROVISIONS

A. Pursuant to the intent of the WRRSP, the Sponsor and the Implementer agree that the essence of this agreement is for the parties to carry out their respective

responsibilities in perpetuity for the planning, implementation, management, preservation, and maintenance of the WRRSP Project and its associated water resources in accordance with the Plan and the Covenant.

B. The parties acknowledge that a failure to implement the terms of this Agreement, the Plan, or the Covenant may be determined by the Ohio EPA to be an instance of default by the Sponsor on its WPCLF Loan Agreement. The Sponsor and the Implementer further acknowledge that remedies provided under the WPCLF Loan Agreement may be invoked by the Ohio EPA against the Sponsor for unresolved instances of default. The Implementer acknowledges that the Ohio EPA shall seek to resolve any failure to conform to the provisions of the Covenant or failure to implement the Plan first by seeking remedy directly from the Implementer before taking action against the Sponsor.

C. The parties acknowledge that, if the Ohio EPA determines that the Implementer has failed to conform to the provisions of the Covenant or to implement the Plan it may declare such failure an event of default and shall provide the Implementer and Sponsor with written notice of such event of default. If the Implementer fails to cure such default in a timely manner, the Sponsor shall have the right to take all steps necessary to cure the default in order to avoid the Ohio EPA's invoking remedies against the Sponsor for unresolved instances of default under the WPCLF Loan Agreement, up to the total cost of the WRRSP Project financed by the WPCLF and any interest discount applied for the remainder of the term of the Loan Agreement.

SECTION II. WRRSP PAYMENT REQUESTS AND DISBURSEMENTS

All requests for disbursement of funds for eligible expenses to implement the WRRSP Project shall be submitted on the Water Pollution Control Loan Fund WRRSP Disbursement Request form provided by the Ohio EPA. The Implementer and the Sponsor agree to review all disbursement requests to ensure that they are appropriate expenses within the scope of the WRRSP Project.

Disbursement requests shall first be reviewed and approved by the Implementer, which shall then submit them to the Sponsor. The Sponsor shall review and approve the disbursement requests and submit them to the Ohio EPA, Division of Environmental and Financial Assistance, with a completed copy of the accompanying disbursement request form. The Ohio EPA will review and approve disbursement requests for eligibility and reasonableness, based on conformance with the items identified in Exhibit 1A of the WPCLF Loan Agreement between the Sponsor and the Ohio EPA, which is attached to and made part of this Agreement as Exhibit 1A. Upon Ohio EPA's approval of the disbursement requests, the Ohio Water Development Authority is authorized disburse funds directly to the Implementer or an escrow agent designated by the Sponsor.

SECTION III. WRRSP PROJECT SCHEDULE

The Implementer agrees that it shall not begin implementation of the WRRSP Project prior to the completion of all necessary approvals by the Ohio EPA and the execution of the WPCLF Loan Agreement by all parties, or alternatively, prior to the receipt of approval from the Ohio EPA to do so. All actions to implement the WRRSP Project that are called for under the loan agreement or in the Plan shall be completed by the Performance Certification Date identified on Exhibit 1 of the Sponsor's WPCLF Loan Agreement.

SECTION IV. OBLIGATION TO PROTECT AND MAINTAIN THE WRRSP PROJECT

The Sponsor and Implementer recognize the value of the area associated with the WRRSP Project as an aquatic ecosystem resource, as well as its value as a scenic, natural, and aesthetic resource. Upon completion, the WRRSP Project will contribute to the physical, biological, and chemical integrity of the water quality of the Sycamore Creek watershed. These and other conservation values associated with the WRRSP Project have been documented in the Plan as approved by the Ohio EPA, and included in the Covenant.

The parties agree that the Plan and the Covenant constitute the basis for subsequent actions by the Implementer under this Agreement, and are incorporated herein by reference. Without limitation, the Plan is intended to serve as an objective information baseline for monitoring perpetual conformance with the Covenant. The Sponsor and the Implementer agree that the perpetual protection and maintenance of the WRRSP Project shall be carried out in accordance with the responsibilities identified in the Plan and the Covenant.

SECTION V. INDEPENDENCE OF PARTIES

The Sponsor and the Implementer are independent parties and neither of the parties shall be considered an agent for the other party.

SECTION VI. TERMINATION

A. The Sponsor and the Implementer shall work together under this Agreement to complete the WRRSP Project in accordance with the Plan. However, the Sponsor and the Implementer specifically retain the right to terminate this Agreement for any reason with written notice to the other party not less than five (5) days prior to the date that the Sponsor enters into the WPCLF Loan Agreement.

B. If the Ohio EPA does not award WPCLF assistance for the WRRSP Project, either the Sponsor or the Implementer may terminate this Agreement.

SECTION VII. DEFAULT

In the event of default by any party under this Agreement, the non-defaulting party will have all remedies available to it at law or in equity, including right of termination, injunctive relief and the right to specific performance. No party shall be deemed to be in default of this Agreement unless and until the other party has provided written notice to the defaulting party specifying the default and (a) in the case of a monetary default, the defaulting party fails to cure the default within fifteen (15) days of notice; or (b) in the case of any other type of default, the defaulting party fails to cure the default within thirty (30) days of notice, or fails to commence and diligently prosecute such cure to completion if such cure cannot, with reasonable diligence, be completed with such thirty-day (30) period.

SECTION VIII. NOTICE

Any document or communication required by this Agreement shall be submitted to:

Sponsor

The City of Sandusky
Director of Public Works
240 Columbus Avenue
Sandusky, Ohio 44870

Implementer

The Village of Indian Hill
Village Engineer
6525 Drake Road
Cincinnati, Ohio 45243

Ohio EPA

Chief
Ohio EPA DEFA
P.O. Box 1049
Columbus, Ohio 43216-1049

SECTION IX. COMPLIANCE WITH LAWS

In performing their obligations hereunder, the parties hereto will comply with all applicable federal, state, and municipal laws.

IT IS SO AGREED:

(Remainder of page intentionally blank.)

The City of Sandusky (Sponsor)

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form

Brendan L. Heil (0091991)

The Village of Indian Hill (Implementer)

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE CITY'S PARTICIPATION IN THE WATER RESOURCE RESTORATION SPONSOR PROGRAM (WRRSP); AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN OHIO WATER POLLUTION CONTROL LOAN FUND WATER RESOURCE RESTORATION SPONSOR PROGRAM SPONSORSHIP AGREEMENT WITH THE GEAUGA PARK DISTRICT OF GEAUGA COUNTY, OHIO, FOR THEIR VETERANS LEGACY WOODS: COLD WATER STREAM RESTORATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund (WPCLF) pursuant to O.R.C. 6111.036 to provide financial assistance for water resource protection and improvement actions; and

WHEREAS, the Ohio Environmental Protection Agency (OEPA) has created the Water Resource Restoration Sponsor Program (WRRSP) within the WPCLF for the effective perpetual protection and maintenance of Ohio's high quality aquatic ecosystem resources; and

WHEREAS, the City of Sandusky recognizes the importance of and supports the conservation and enhancement of natural resources through WRRSP projects; and

WHEREAS, the Geauga Park District has proposed the Veterans Legacy Woods: Cold Water Stream Restoration Project through the WRRSP for a sponsorship amount not to exceed \$1,107,662.00; and

WHEREAS, the project goal is to create approximately 1,733 linear feet of new cold water stream habitat, restore 1,100 linear feet of stream to natural hydrology and stability, remove 80 FL of old pipe, remove 7,000 linear feet of impervious pavement, reforest 5.5 acres of old golf course fairway with native species, enhance 4 acres of riparian vegetation, achieve 1 cold water fish by reintroducing the threatened native Ohio brook trout, achieve 4 cold water macroinvertebrates and endangered plant species, and establish a high quality Class 3 wetlands; and

WHEREAS, this City Commission authorized and directed the City Manager to file an application with the Ohio Environmental Protection Agency (OEPA) for a loan through the Water Pollution Control Loan Fund (WPCLF) Program for the design, construction and inspection of the Mills Street High Rate Treatment Project and Ultraviolet (UV) Disinfection Refurbishment Project by Resolution No. 001-23R, passed on January 23, 2023; and

WHEREAS, the WRRSP is a specialized sponsorship program, as opposed to a traditional grant program, whereby funding is generated by individual WPCLF loans sponsoring WRRSP protection and/or restoration projects and key stakeholders in the WRRSP program include implementers and sponsors of wastewater infrastructure projects; and

WHEREAS, the City of Sandusky intends to participate in the WRRSP in association with the WPCLF to assist the Geauga Park District in their project up to the aforementioned sponsorship amount and in return will received a discounted rate for the City's WPCLF loan for the Mills Street High Rate Treatment Project and Ultraviolet (UV) Disinfection Refurbishment Project; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to participate in the WRRSP Program and immediately execute the Sponsorship Agreement that must be in place prior to March 15, 2023, to receive the discounted WPCLF loan by April; 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. This City Commission approves the City's participation in the Water Resource Restoration Sponsor Program (WRRSP) and authorizes and directs the City Manager to enter into an Ohio Water Pollution Control Loan Fund Water Resource Restoration Sponsor Program Sponsorship Agreement with the Geauga Park District of Geauga County, Ohio, for their Veterans Legacy Woods: Cold Water Stream Restoration Project, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2023

**OHIO WATER POLLUTION CONTROL LOAN FUND
WATER RESOURCE RESTORATION SPONSOR PROGRAM
SPONSORSHIP AGREEMENT**

**by and between
the Geauga Park District and the City of Sandusky
for the
Veterans Legacy Woods: Cold Water Stream Restoration Project **CS39-xxxx-xx****

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund ("WPCLF") pursuant to O.R.C. 6111.036 to provide financial assistance for water resource protection and improvement actions; and

WHEREAS, the Ohio Environmental Protection Agency ("Ohio EPA") has created the Water Resource Restoration Sponsor Program ("WRRSP") within the WPCLF for the effective perpetual protection and maintenance of Ohio's high quality aquatic ecosystem resources; and

WHEREAS, an applicant applying to the WPCLF for financing of a water quality improvement project may also sponsor a qualifying WRRSP project to be undertaken by itself, or by an entity with the ability to implement the WRRSP project; and

WHEREAS, the City of Sandusky ("Sponsor") has applied for funding from the WPCLF for project number CS39-0830-0006 and has also requested to sponsor the Veterans Legacy Woods: Cold Water Stream Restoration Project WRRSP project **CS39-xxxx-xx** ("Project") as part of that WPCLF loan; and

WHEREAS, the Geauga Park District ("Implementer") has agreed to undertake the implementation of the WRRSP Project which is further described in the Ohio EPA-approved final Restoration and Protection Plan ("Plan");

WHEREAS, the Sponsor and the Implementer have the common purpose of completing the WRRSP Project in accordance with the Plan to protect and improve water resources within the State of Ohio; and

WHEREAS, the Implementer will be a party to the environmental covenant ("Covenant") to be developed under O.R.C. Sections 5301.80 – 5301.92 to document the activity and use limitations imposed upon the property associated with the WRRSP Project as a condition of WPCLF assistance.

THEREFORE, the Sponsor and the Implementer agree to be bound by the terms and conditions of this WRRSP Sponsorship Agreement.

SECTION I. GENERAL PROVISIONS

A. Pursuant to the intent of the WRRSP, the Sponsor and the Implementer agree that the essence of this agreement is for the parties to carry out their respective

responsibilities in perpetuity for the planning, implementation, management, preservation, and maintenance of the WRRSP Project and its associated water resources in accordance with the Plan and the Covenant.

B. The parties acknowledge that a failure to implement the terms of this Agreement, the Plan, or the Covenant may be determined by the Ohio EPA to be an instance of default by the Sponsor on its WPCLF Loan Agreement. The Sponsor and the Implementer further acknowledge that remedies provided under the WPCLF Loan Agreement may be invoked by the Ohio EPA against the Sponsor for unresolved instances of default. The Implementer acknowledges that the Ohio EPA shall seek to resolve any failure to conform to the provisions of the Covenant or failure to implement the Plan first by seeking remedy directly from the Implementer before taking action against the Sponsor.

C. The parties acknowledge that, if the Ohio EPA determines that the Implementer has failed to conform to the provisions of the Covenant or to implement the Plan it may declare such failure an event of default and shall provide the Implementer and Sponsor with written notice of such event of default. If the Implementer fails to cure such default in a timely manner, the Sponsor shall have the right to take all steps necessary to cure the default in order to avoid the Ohio EPA's invoking remedies against the Sponsor for unresolved instances of default under the WPCLF Loan Agreement, up to the total cost of the WRRSP Project financed by the WPCLF and any interest discount applied for the remainder of the term of the Loan Agreement.

SECTION II. WRRSP PAYMENT REQUESTS AND DISBURSEMENTS

All requests for disbursement of funds for eligible expenses to implement the WRRSP Project shall be submitted on the Water Pollution Control Loan Fund WRRSP Disbursement Request form provided by the Ohio EPA. The Implementer and the Sponsor agree to review all disbursement requests to ensure that they are appropriate expenses within the scope of the WRRSP Project.

Disbursement requests shall first be reviewed and approved by the Implementer, which shall then submit them to the Sponsor. The Sponsor shall review and approve the disbursement requests and submit them to the Ohio EPA, Division of Environmental and Financial Assistance, with a completed copy of the accompanying disbursement request form. The Ohio EPA will review and approve disbursement requests for eligibility and reasonableness, based on conformance with the items identified in Exhibit 1A of the WPCLF Loan Agreement between the Sponsor and the Ohio EPA, which is attached to and made part of this Agreement as Exhibit 1A. Upon Ohio EPA's approval of the disbursement requests, the Ohio Water Development Authority is authorized disburse funds directly to the Implementer or an escrow agent designated by the Sponsor.

SECTION III. WRRSP PROJECT SCHEDULE

The Implementer agrees that it shall not begin implementation of the WRRSP Project prior to the completion of all necessary approvals by the Ohio EPA and the execution of the WPCLF Loan Agreement by all parties, or alternatively, prior to the receipt of approval from the Ohio EPA to do so. All actions to implement the WRRSP Project that are called for under the loan agreement or in the Plan shall be completed by the Performance Certification Date identified on Exhibit 1 of the Sponsor's WPCLF Loan Agreement.

SECTION IV. OBLIGATION TO PROTECT AND MAINTAIN THE WRRSP PROJECT

The Sponsor and Implementer recognize the value of the area associated with the WRRSP Project as an aquatic ecosystem resource, as well as its value as a scenic, natural, and aesthetic resource. Upon completion, the WRRSP Project will contribute to the physical, biological, and chemical integrity of the water quality of the West Branch Cuyahoga River watershed. These and other conservation values associated with the WRRSP Project have been documented in the Plan as approved by the Ohio EPA, and included in the Covenant.

The parties agree that the Plan and the Covenant constitute the basis for subsequent actions by the Implementer under this Agreement, and are incorporated herein by reference. Without limitation, the Plan is intended to serve as an objective information baseline for monitoring perpetual conformance with the Covenant. The Sponsor and the Implementer agree that the perpetual protection and maintenance of the WRRSP Project shall be carried out in accordance with the responsibilities identified in the Plan and the Covenant.

SECTION V. INDEPENDENCE OF PARTIES

The Sponsor and the Implementer are independent parties and neither of the parties shall be considered an agent for the other party.

SECTION VI. TERMINATION

A. The Sponsor and the Implementer shall work together under this Agreement to complete the WRRSP Project in accordance with the Plan. However, the Sponsor and the Implementer specifically retain the right to terminate this Agreement for any reason with written notice to the other party not less than five (5) days prior to the date that the Sponsor enters into the WPCLF Loan Agreement.

B. If the Ohio EPA does not award WPCLF assistance for the WRRSP Project, either the Sponsor or the Implementer may terminate this Agreement.

SECTION VII. DEFAULT

In the event of default by any party under this Agreement, the non-defaulting party will have all remedies available to it at law or in equity, including right of termination, injunctive relief and the right to specific performance. No party shall be deemed to be in default of this Agreement unless and until the other party has provided written notice to the defaulting party specifying the default and (a) in the case of a monetary default, the defaulting party fails to cure the default within fifteen (15) days of notice; or (b) in the case of any other type of default, the defaulting party fails to cure the default within thirty (30) days of notice, or fails to commence and diligently prosecute such cure to completion if such cure cannot, with reasonable diligence, be completed with such thirty-day (30) period.

SECTION VIII. NOTICE

Any document or communication required by this Agreement shall be submitted to:

Sponsor

The City of Sandusky
Director of Public Works
240 Columbus Avenue
Sandusky, Ohio 44870

Implementer

The Geauga Park District
Park Biologist
9160 Robinson Rd.
Chardon, Ohio 44024

Ohio EPA

Chief
Ohio EPA DEFA
P.O. Box 1049
Columbus, Ohio 43216-1049

SECTION IX. COMPLIANCE WITH LAWS

In performing their obligations hereunder, the parties hereto will comply with all applicable federal, state, and municipal laws.

IT IS SO AGREED:

(Remainder of page intentionally blank.)

The City of Sandusky (Sponsor)

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form

Brendan L. Heil (0091991)

The Geauga Park District (Implementer)

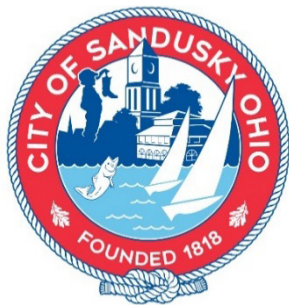
By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, Interim City Manager

From: Aaron M. Klein, P.E.

Date: February 14, 2023

Subject: **Commission Agenda Item – Maintenance of US Bike Route Signage**

ITEM FOR CONSIDERATION: Legislation to approve an agreement with Ohio Department of Transportation (ODOT) for maintenance of US Bike Route (USBR) signs located within the city limits.

BACKGROUND INFORMATION: ODOT is initiating a USBR signage project in 2023 whereby they will furnish signage and the City of Sandusky will commit to install and maintain signs using local forces. Although signage is not a requirement of USBRs, ODOT is supporting the installation of signs to increase awareness and expectation for bicyclists and to provide residents and visitors with wayfinding information.

US Bike Routes in Ohio include both on-road and off-road routes. Many of these roads and trails are maintained by local authorities who will be responsible for maintaining USBR signs on facilities under their authority. Because of this, a local agreement must be submitted in order to participate and receive signage. Sign maintenance includes repair, replacement, and relocation when necessary. Staff worked with ODOT in 2021 to update USBR230 to correspond with the Sandusky Bay Pathway Update from 2018.

Locations for USBR signs provided by ODOT were selected to support navigation and minimize conflicts such as utilities, driveways, and guardrail. Staff will use its discretion to add or remove signs based on clutter, interference, rerouting, or any other reason. All signs will be georeferenced in the ESRI software utilized by the City. The new proposed contract is attached to the Ordinance and shall expire June 30, 2024.

BUDGETARY INFORMATION: Aside from labor costs for installation and maintenance, there is no budgetary impact.

ACTION REQUESTED: It is recommended that proper legislation be prepared approving the agreement with ODOT for maintenance of US Bike Route (USBR) signs, 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 execute and deliver the agreement to the Ohio Department of Transportation by the deadline of April 1, 2023.

I concur with this recommendation:

John Orzech
Interim City Manager

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



State & US BIKE ROUTE SYSTEM

US BIKE ROUTE SIGNAGE PROJECT - 2023

The Ohio Department of Transportation (ODOT) is initiating a US Bicycle Route (USBR) signage project in 2023. Routes include USBRs 25, 30, and 230. ODOT will furnish and install signage for local communities who sign an agreement for installation and/or maintenance by no later than April 1, 2023.

Although signage is not a requirement of USBRs, ODOT is supporting the installation of signs to increase awareness and expectation for bicyclists and to provide residents and visitors with wayfinding information.



MAINTAINING SIGNAGE

US Bike Routes in Ohio include both [on-road and off-road routes](#). Many of these roads and trails are maintained by local authorities who will be responsible for maintaining USBR signs on facilities under their authority. Because of this, local agreements must be received in order to participate and receive signage. Sign maintenance includes replacement, when necessary.

In the future, if USBR alignments are adjusted, local authorities will be responsible for relocating signs. However, USBR alignments cannot be changed simply by moving signs. Route changes must be submitted to ODOT for approval. USBR alignment requests can be submitted to ODOT using [this form](#) at any time.

SIGNAGE PLAN

Locations for USBR signs are provided using their latitude and longitude in the Signage Location Spreadsheet and can be viewed on this [online map](#). The plan includes:

- Installation of one M1-9 Alternative sign and direction arrow at each turn along designated USBRs
- Installation of additional confirmation signs where turns are 5+ miles apart
- 18x24 signs will be used for on-road locations
- 12x18 signs will be used for trail locations

Where USBRs overlap, each individual route will be signed. Locations were selected to support navigation and minimize conflicts such as utilities, driveways, and guardrail.

Facility owners have the authority to include additional signs outside this statewide plan at their own discretion and cost using engineering judgement. More information on USBRs in Ohio, including signage, is available [here](#).



IN ORDER TO PARTICIPATE

By April 1st, ODOT requests that facility owners review the Signage Location Spreadsheet or [online map](#) and submit a signed agreement and contact information here:

*** [ODOT US Bicycle Route Signage Project Participation Form](#) ***

AGREEMENTS

One of the following agreements must be signed and submitted via the above form:

- ***Sign Installation and Maintenance Agreement:*** Intended for communities who want the signs and posts installed by ODOT contractors. Minor adjustments can be made during the two-week staking process (described below).
- ***Sign Maintenance Only Agreement:*** Intended for communities who want the signs and posts delivered - for installation by local forces. Submissions must include a delivery contact, delivery address (non-residential), and phone number.

ANTICIPATED PROJECT SCHEDULE

Collect Agreements from Local Stakeholders.....by April 2023
Begin Construction.....by December 2023
End Constructionby June 2024

ADDITIONAL NOTES:

- ODOT is hosting an informational webinar on January 23rd for local governments who want to learn more. For more information, please [register for the Project Overview Webinar](#).
- Facility owners will have an opportunity to review locations ahead of installation. Proposed sign locations will be marked with a construction stake by a contractor for a two-week review period at which time local authorities may request minor adjustments.
- Segments of USBR 50 and its alternative route, which were previously signed, may be modified to include signing of USBR 25 where the routes overlap or intersect. This is detailed in the statewide signage spreadsheet.
- A shapefile of sign locations can be provided upon request.
- If you need additional assistance, please contact BikeOhio@dot.ohio.gov or 614-466-3049.

ADDITIONAL INFO ON USBRS IN OHIO

The [US Bicycle Route System](#) is created by the American Association of State Highway and Transportation Officials (AASHTO) and supported by Adventure Cycling. Segments of five US Bike Routes are in Ohio connecting to the rest of the country. Adventure Cycling maintains [route maps and wayfinding resources](#) which can be downloaded to further support navigation. In 2016, the Ohio Department of Transportation (ODOT) installed USBR signs along USBR 50.

For more information, visit [ODOT's State & US Bike Route System webpage](#).

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION AND MAINTENANCE OF SIGNAGE FOR THEIR U.S. BIKE ROUTE SIGNAGE PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ohio Revised Code 5501.11(A)(4), the Ohio Department of Transportation may cooperate with counties, municipal corporations, townships, and other subdivisions of the state in the improvement of public roads; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of the Ohio Department of Transportation and the City in an efficient manner that the Ohio Department of Transportation furnish certain signage for the City to install and maintain within the City limits; and

WHEREAS, the Ohio Department of Transportation is initiating a US Bicycle Route (USBR) Signage Project in 2023 and will furnish signage, at no cost to the City, for locations identified in the USBR Signage Plan, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, pursuant to the agreement, the City will install the signs according to the USBR Signage Plan and assume ownership, responsibility and the maintenance, repair and replacement of the signs; 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 and deliver the agreement to the Ohio Department of Transportation by the deadline of April 1, 2023; and

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

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

Section 1. This City Commission approves the form of the Agreement with the Ohio Department of Transportation for the installation and maintenance of signage for their U.S. Bike Route Signage Project, a copy of which is marked Exhibit "1", and attached to this Ordinance and is specifically incorporated as if

fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance, and authorizes and directs the City Manager to sign the Agreement on behalf of 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 27, 2023

ODOT AGREEMENT NO. _____
Local Consent Ordinance/Resolution No. _____

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND CITY OF SANDUSKY OHIO
FOR SIGN INSTALLATION AND MAINTENANCE**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the “ODOT” and the City of Sandusky, 240 Columbus Ave, Sandusky, Ohio 44870, hereinafter referred to as the “LOCAL” and shall be referred to singularly as “party” and collectively as “parties”.

WHEREAS, pursuant to Ohio Revised Code 5501.11(A)(4), the Ohio Department of Transportation may cooperate with counties, municipal corporations, townships, and other subdivisions of the state in the improvement of public roads; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and the LOCAL in an efficient manner that ODOT furnish certain signage for the LOCAL to install and maintain within its political subdivision limits.

NOW THEREFORE, it is agreed by the parties as follows:

1. OBLIGATIONS OF ODOT

- 1.1 ODOT will furnish, at no cost to the LOCAL, US Bicycle Route Signage (M1-9a) for the LOCAL to install at locations identified in the USBR Signage Plan attached as Exhibit A within the LOCAL’s political subdivision limits.

2. OBLIGATIONS OF THE LOCAL

- 2.1 The LOCAL agrees to install the USBR Signs according to the USBR Signage Plan and in accordance with the Ohio Manual of Uniform Traffic Control Devices within ninety (90) days of receiving the USBR Signs from ODOT.
- 2.2 The LOCAL agrees to assume ownership of all the USBR Signs within its jurisdiction.
- 2.3 The LOCAL agrees to assume responsibility for relocating signage if US Bicycle Route alignments change overtime in their jurisdiction.
- 2.4 The LOCAL agrees to assume, at their sole cost, all future maintenance, repair, and replacement of the USBR Signage under this Agreement.

3. TERM OF AGREEMENT

- 3.1 This Agreement shall commence on date of last signature below and shall expire June 30, 2024, but in no case shall this Agreement extend beyond the current biennium.
- 3.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.
- 3.3 The maintenance, repair, replacement, and relocation responsibilities by the LOCAL of the USBR Signage will continue in perpetuity.

4. GENERAL PROVISIONS

- 4.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns.
- 4.2 Either party may, at any time during the term of the agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications of the agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 4.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 4.4 The State of Ohio and ODOT are self-insured.
- 4.5 Each party shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- 4.6 If the LOCAL breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.
- 4.7 ODOT and LOCAL agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement, with the exception of matters identified in this agreement requiring approval solely and finally by ODOT.
- 4.8 Ohio Ethics Law: The LOCAL and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.

5. NOTICE

- 5.1 Notices under this agreement shall be directed as follows:

City of Sandusky
240 Columbus Ave
Sandusky, Ohio 44870

Ohio Department of Transportation
District 3
906 Clark Ave
Ashland, OH 44805

6. SIGNATURES

- 6.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this agreement.
- 6.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The Parties have caused this agreement to be executed as of the day and year last written below.

CITY OF SANDUSKY

STATE OF OHIO

Department of Transportation

By: _____

By: _____

Jack Marchbanks, Director

Printed Name: _____

Date: _____

Title: _____

Date: _____

US Bike Route Signing Project

DISTRICT	COUNTY	OWNER	ROUTE	ROAD OR PATH NAME	TRAVEL DIRECTION	ARROW DIRECTION	LAT	LOH	GOOGLE MAPS LINK DO NOT EDIT THIS COLUMN	SIGN CODE	SIZE	GROUND MOUNTED SUPPORT, NO. 3 POST, AS PER PLAN FOOT	SIGN, FLAT SHEET, AS PER PLAN SF	SIGN SUPPORT ASSEMBLY, POLE MOUNTED EACH	SIGNING, MISC.: BRIDGE MOUNTING EACH
3	ERI	CITY OF SANDUSKY	230	W PERKINS AVE.	WEST		41.43352	-82.72783	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	W PERKINS AVE.		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	W PERKINS AVE.	EAST		41.43335	-82.72734	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	W PERKINS AVE.		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	MILLS ST.	SOUTH		41.43360	-82.72725	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	MILLS ST.		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	MILLS ST.	NORTH		41.44985	-82.72771	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	MILLS ST.		DIAG LEFT				M6-2L-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	MILLS ST.	SOUTH		41.44977	-82.72783	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	MILLS ST.		STRAIGHT				M6-3-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	NORTH		41.45008	-82.72783	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL		STRAIGHT				M6-3-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	SOUTH		41.45009	-82.72789	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL		DIAG LEFT				M6-2L-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	NORTH		41.45049	-82.72785	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	WEST		41.45056	-82.72779	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	EAST		41.45357	-82.72424	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	WEST		41.45291	-82.72461	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	EAST		41.45459	-82.72143	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	WEST		41.45447	-82.72189	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	EAST		41.45530	-82.71907	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	LAWRENCE ST.	SOUTH		41.45536	-82.71907	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	LAWRENCE ST.		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	W SHORELINE DR. SIDE PATH	EAST		41.45641	-82.71679	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	W SHORELINE DR. SIDE PATH		STRAIGHT				M6-3-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	W SHORELINE DR.	WEST		41.45635	-82.71703	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	W SHORELINE DR.		STRAIGHT				M6-3-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	E SHORELINE DR. SIDE PATH	SOUTH		41.45891	-82.70748	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	E SHORELINE DR. SIDE PATH		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	E WATER ST.	WEST		41.45906	-82.70755	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	E WATER ST.		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	E WATER ST.	EAST		41.46068	-82.70300	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	E WATER ST.		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	E WATER ST.	NORTH		41.46079	-82.70300	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	E WATER ST.		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	MEIGS ST.	SOUTH		41.45321	-82.69879	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	MEIGS ST.		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	1ST ST.	WEST		41.45334	-82.69853	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	1ST ST.		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	1ST ST.	EAST		41.45008	-82.67430	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	1ST ST.		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR. SIDE PATH	NORTH		41.44997	-82.67434	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR. SIDE PATH		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR. SIDE PATH	SOUTH		41.44520	-82.67853	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR. SIDE PATH	NORTH		41.44518	-82.67848	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR.	SOUTH		41.44197	-82.68086	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR.		STRAIGHT				M6-3-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR.	NORTH		41.44193	-82.68066	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR.		DIAG RIGHT				M6-2R-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR.	SOUTH		41.44193	-82.68087	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR.		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	SR 6	WEST		41.44172	-82.68042	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	SR 6		RIGHT				M6-1-12	12X9	-	0.75		

**Exhibit
"A"**



DEPARTMENT OF PUBLIC WORKS

240 Columbus Ave.
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: John Orzech, Interim City Manager

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

Date: February 14, 2023

Subject: **Commission Agenda Item – Permission to Bid the 2023 Local Street Resurfacing Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2023 Local Street Resurfacing Project.

BACKGROUND INFORMATION: The success of 2021 and 2022's Local Street Resurfacing projects extended the life of almost 20 miles of roadways throughout the City. This project is similar, in that it addresses 2.6 miles of roadways in poor condition.

Continuing as one of the largest (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: street survey data compiled in 2015, segments that are not eligible for other outside funding, age of existing asphalt surface, local roads, traffic volumes, recent neighborhood and park improvements, completed or planned capital improvements, existing planning documents, etc. Staff has finalized the selection of 27 street segments totaling 2.6 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 an alternate bid to this paving project staff will be adding the re-paving of the asphalt portion of the Fire Station 7 parking lot. Station 7 is the worst-conditioned parking lot of all the fire stations. This work consists of 2 to 5" of milling and paving, totaling an estimated 193 tons of asphalt for a total cost estimate of \$37,107.00. Bidding these together with the larger asphalt project will save money on mobilization and bonding rather than bidding it out as a separate project.

Engineering staff stresses the importance to get this project bid as quickly as possible because it is believed that many communities will also be putting stimulus money towards their roadways. As contractors' schedules fill up, and oil prices stay volatile, the result is an increase in unit prices and overtime pay for construction labor. Bidding the project early in the calendar year allows us to get ahead of those other communities and procure lower pricing.

As staff has been developing the capital plan, there has been much discussion on the amount of available capital funding that could be made available for streets as the top priority.

BUDGETARY INFORMATION: The estimated cost of the street resurfacing is \$725,000 and the estimated cost for the parking lot (Alternate Bid) is \$37,107.00 for a total project cost of \$762,107 and will be paid entirely with American Rescue Plan Act Stimulus Funds.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the 2023 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 2023 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 2023 calendar year.

I concur with this recommendation:

John Orzech
Interim City Manager

Aaron Klein, P.E.
Director

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

EXHIBIT "A"

STREET	FROM	TO
BUCHANAN ST	CAMP ST	CARR ST
BUCHANAN ST	CARR ST	EDDY HENRY WAY
DIETRICK ST	CLEVELAND RD	EOP
E MADISON ST	HANCOCK ST	FRANKLIN ST
E MADISON ST	WAYNE ST	HANCOCK ST
E MADISON ST	COLUMBUS AVE	WAYNE ST
FIFTH ST	WILDMAN ST	RIVER AVE
FIFTH ST	E FARWELL ST	WILDMAN ST
FIFTH ST	HOLLYROOD RD	MC KINLEY ST
FIFTH ST	MC KINLEY ST	E FARWELL ST
FOURTH ST	ERIE ST	OGONTZ ST
FOURTH ST	SYCAMORE LINE	ERIE ST
JACKSON ST	W MONROE ST	W MADISON ST
JACKSON ST	W MADISON ST	W JEFFERSON ST
JACKSON ST	W JEFFERSON ST	W ADAMS ST
JACKSON ST	W ADAMS ST	CENTRAL AVE
JACKSON ST	CENTRAL AVE	W WASHINGTON ST
MC DONOUGH ST	W MARKET ST	W WATER ST
PERRY ST	E MADISON ST	E JEFFERSON ST
PERRY ST	E JEFFERSON ST	E ADAMS ST
SADLER ST	W PERKINS AVE	W FARWELL ST
SUPERIOR ST	SUPERIOR ST	FERNDAL AVE
SUPERIOR ST	FERNDAL AVE	EOP
THOMAS ST	W PERKINS AVE	GRANT ST
W ARTHUR ST	CAMPBELL ST	EOP
W FOLLETT ST	CAMPBELL ST	CALDWELL ST
W OSBORNE ST	CENTRAL AVE	PROSPECT ST
W OSBORNE ST	SHELBY ST	MC DONOUGH ST
W OSBORNE ST	MC DONOUGH ST	CENTRAL AVE
	27	2.6
	SEGMENTS	MILES

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2023 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 2023 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 2015, segments that are not eligible for other outside funding, age of existing asphalt surface, local roads, traffic volumes, recent neighborhood and park improvements, completed or planned capital improvements, existing planning documents, etc., and encompasses 27 street segments totaling 2.6 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 the re-paving of the asphalt portion of the Fire Station #7 parking lot as an Alternative Bid and will consist of 2-5 inches of milling and paving, totaling an estimated 193 tons of asphalt; and

WHEREAS, the estimated cost of the street resurfacing is \$725,000 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 2023 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 2023 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 2023 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 2023 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.

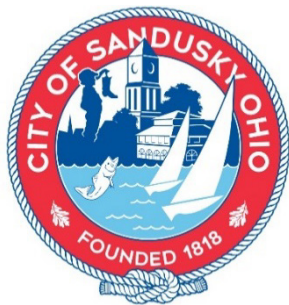
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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 27, 2023



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, Interim City Manager

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

Date: February 14, 2023

Subject: **Commission Agenda Item –Agreement with Erie County for the 2023 Bardshar Road Improvements Project**

ITEM FOR CONSIDERATION: Legislation authorizing the City to expend funds to the Erie County for stormwater improvements within the City limits as part of their 2023 Bardshar Road Improvements Project.

BACKGROUND INFORMATION: Throughout the years staff has made efforts to enclose portions of the ditch along Bardshar Road and installing storm sewer infrastructure. These ditches pose hazards to vehicles that veer off the pavement and its narrow shoulder. Furthermore, the deep ditches run close to the roadway, jeopardizing the edges of the pavement along this stretch. Installing pipe of appropriate size and filling the ditch not only allows drainage flows to continue, it safeguards the pavement and provides room for wider shoulders. These shoulders allow for errant vehicle correction, farm equipment and emergency pull-offs. The additional width will also allow for pavement widening in the future, if needed.

The City filled in 200' of this same ditch as a part of the 2021 Local Street Resurfacing Project, as erosion of the ditch caused the pavement to lose its edge across from the Winery and prohibited paving there. There are several other open ditches along Bardshar Road that may be filled in by City forces as budgets and time permits.

In early 2022 staff was notified of a proposed storm sewer project along Bardshar Road abutting the City limits spearheaded by the Erie County Engineer's office. Through conversations with the Erie County Engineer's office, they agreed to include a portion of the ditch along Bardshar Road abutting their project into the project, as this area contains the deepest open ditches of the entire roadway.

The Erie County Engineer's office performed the design of the 2023 Bardshar Road Improvement project in house. As it relates to the City portion planned work will run from the corporation limits on Bardshar Rd.; South of Firelands Winery, and heads Northward along the East side. This project will add 150' of 18" storm sewer dedicated for carrying stormwater flowing Northward and filling in the ditch.

Through the County Engineer's Office, bidding has occurred and their low bidder submitted a price of \$17,676.00 for the City portion.

BUDGETARY INFORMATION: The City will reimburse Erie County for the cost of the City's portion of the project at an amount not to exceed \$17,676.00 and these costs will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that legislation be approved to enter into an agreement with Erie County for the expenditure of funds in an amount not to exceed \$17,676.00 for a portion of work as part of the 2023 Bardshar Road Improvement project and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to appropriate the funds as the project is anticipated to begin in March and so payment can be made to Erie County upon receipt of invoice.

I concur with this recommendation:

John Orzech
Interim City Manager

Aaron Klein, P.E.
Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF ERIE COUNTY, OHIO, FOR COSTS ASSOCIATED WITH THE 2023 BARDSHAR ROAD IMPROVEMENTS PROJECT, AS PART OF AN ERIE COUNTY PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, throughout the years, the City has made efforts to enclose portions of the ditch along Bardshar Road and install storm sewer infrastructure as these ditches pose hazards to vehicles that veer off the pavement with its narrow shoulder and furthermore, the deep ditches run close to the roadway, jeopardizing the edges of the pavement; and

WHEREAS, installing pipe of appropriate size and filling the ditch not only allows drainage flows to continue, but it also safeguards the pavement and provides room for wider shoulders for vehicle correction, farm equipment and emergency pull-offs; and

WHEREAS, in early 2022, Staff was notified of a proposed storm sewer project along Bardshar Road abutting the City limits spearheaded by the Erie County Engineer's office and through conversations with the Erie County Engineer's office, it was agreed to include a portion of the ditch along Bardshar Road abutting their project, into their project, as this area contains the deepest open ditches of the entire roadway; and

WHEREAS, the 2023 Bardshar Road Improvement Project consists of adding 150' of 18" storm sewer dedicated for carrying stormwater flowing Northward and filling in the ditch from the corporate limits on Bardshar Road, south of Firelands Winery, and heading northward along the east side; and

WHEREAS, the Erie County Engineer's office performed the design of the City's portion of the project in-house and upon completion of competitive bidding, the lowest bidder submitted an alternative bid for the City's portion of the project in the amount of \$17,676.00; and

WHEREAS, the City will reimburse Erie County for 100% of the cost of the City's portion of the project estimated not to exceed \$17,676.00 based on bids and will be paid with Sewer 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 appropriate the necessary funds as the project is anticipated to begin March and so payment can be made to the County upon receipt of invoice; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an

emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an Agreement with the Board of Commissioners of Erie County, Ohio, for costs associated with the 2023 Bardshar Road Improvements Project, as part of an Erie County Project.

Section 2. The City Manager and/or Finance Director is authorized and directed to make payment to Erie County upon invoice for the costs associated with the 2023 Bardshar Road Improvements Project, as part of an Erie County project, in an amount **not to exceed** Seventeen Thousand Six Hundred Seventy Six and 00/100 Dollars (\$17,676.00).

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

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

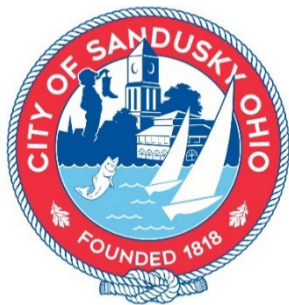
Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 27, 2023



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: John Orzech, Interim City Manager
From: Joshua R. Snyder, P.E.
Date: February 16, 2023
Subject: **Commission Agenda Item – Professional Design Services Agreement with IBI Group for the Butler Street Reconstruction Project**

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Design Services Agreement with IBI Group of Canton, Ohio for detailed engineering design services on the Butler Street Reconstruction project.

BACKGROUND INFORMATION: Butler Street, from Cleveland Road to the 250 off-ramp is beyond repair and in need of reconstruction. Based on the deterioration of the road and historical plans, the existing concrete is likely absent any road subgrade (stone). This means once the concrete is removed, excavation will need to take place and then stone installed to begin the road building. A full depth asphalt cross section will be built up to accommodate the traffic this segment sees from industry, tourism and local traffic. The proposed roadway will keep the same alignment and curb lines. Most of the existing center lane of the 3-lane section will become a drainage area for the road runoff with trees and grass. The approach to Cleveland Rd. will become 3 lanes again, providing turn lanes for each direction. It has been verified that due to reduced traffic from US 250 via the ramp, that 2 lanes will sufficiently carry the traffic during typical in-bound or out-bound events of Cedar Point Park. There are areas of Butler Street and Frontage Rd. "C", beyond this area that will be repaired with this project as well.

A Request for Qualifications (RFQ) was issued for the detailed engineering design for the Butler Street Reconstruction Project in which four (4) submittals were received, evaluated and ranked by a selection committee. IBI Group of Canton, Ohio was selected as the most qualified based upon the firm's expertise, professional knowledge, and past experience with the preliminary design phase for Butler Street.

BUDGETARY INFORMATION: The not to exceed cost for professional design services is \$139,435, and will be paid with Capital Projects Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into Professional Design Services Agreement with the IBI Group for the Butler Street Reconstruction Project and be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so that the design work can begin immediately so that the City can plan for construction in late 2023 and wrap up prior to the spring 2024 Cleveland Road Safety Project.

I concur with this recommendation:

John Orzech, Interim City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: IBI Group – Butler Street Design

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

Account #431-6500-55990

By: _____



Michelle Reeder

Finance Director

Dated: 2/21/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH IBI GROUP OF CANTON, OHIO, FOR THE BUTLER STREET RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the Butler Street Reconstruction Project involves the removal of concrete, excavation, stone installation, and a full depth asphalt cross section to accommodate the traffic this portion has from industry, tourism and local traffic; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the Butler Street Reconstruction Project in which four (4) submittals were received, evaluated and ranked by a selection committee and based upon the firm's expertise, professional knowledge, and past experience with the preliminary design phase, it was determined IBI Group was the most qualified; and

WHEREAS, IBI Group will be providing professional design services for the Butler Street Reconstruction Project which includes detailed engineering design and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the total cost of the professional design services is \$139,435.00 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately proceed with the design services so the City can plan for construction in late 2023 and complete prior to the Cleveland Road Safety Project in the spring of 2024; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with IBI Group of Canton, Ohio, for Professional Design Services for the Butler Street Reconstruction Project substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully

rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Hundred Thirty-Nine Thousand Four Hundred Thirty-Five and 00/100 Dollars (\$139,435.00).

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 27, 2023

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

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

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

Project Name: Butler Street Reconstruction Design

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

Architect/Engineer: IBI Group
Contact: Kyle Koppes, P.E.
Address: 4150 Belden Village Street
Suite 104
Canton, OH 44718

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

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

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

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

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

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

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

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

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

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

amount of _____ A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

5.4. Method and Terms of Payment

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

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

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

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

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

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

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

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

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

6.2. Indemnification

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

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

such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

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

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

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

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

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

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

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

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

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

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an

amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be

protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

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

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

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

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas

shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

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

9.7. Notices

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

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

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

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

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

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

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

Firm Name

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

John Orzech
Interim City Manager

APPROVAL:

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

Brendan Heil
Law Director

EXHIBIT "1"

CERTIFICATE OF FUNDS

In the matter of: _____

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

Dated: _____, 2022

EXHIBIT "1"
CITY OF SANDUSKY, OHIO

By: _____
Michelle Reeder, CPA
Finance Director

Account Number

Not to Exceed Amount



IBI GROUP
4150 Belden Village Street, Suite 104
Canton OH 44718 USA
tel 330 491 9000
ibigroup.com

February 15, 2023

Mr. Joshua R. Snyder, P.E., CPSWQ
Assistant City Engineer
City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870

Re: **Butler Street Reconstruction - Final Design Fee Proposal**

Dear Mr. Snyder:

IBI Group Engineering Services (USA) Inc. ("IBI") is pleased to submit our fee proposal to assist the City of Sandusky with final design engineering services for the proposed reconstruction project located along Butler Street between the US-250 (Milan Road) frontage roads and US-6 (Cleveland Road). The pavement reconstruction will permit continued connectivity primarily servicing Cedar Point and adjacent property owners.

IBI will perform all tasks per ODOT standards (2023 C&MS) with the exception of City preferences and standard drawings (to be identified during design). Bentley Open Roads Designer software will be used for this project. A CADD submittal will be developed at the end of the project with all files in AutoCAD dwg format. Alignments and geometry will be submitted in LandXML format.

Please refer to **Appendix A** for documentation of City's/IBI's scoping meeting and **Appendix B** for the Conceptual Alternatives Study that were used to estimate the tasks required and effort needed to design and manage the project.

1. Scope of Services

IBI proposes the tasks listed in **Appendix C** to complete the Final Design services. To calculate allotted hours, IBI used ODOT's consultant fee guidance (in most cases we used below the low rate). In addition to the items discussed at the scoping meeting, below are several assumptions that were used to develop this fee proposal.

Assumptions

- Environmental Services including Public Involvement are not required.

- Geotechnical Services are not required. The City will work with PS Construction Fabrics for evaluation of the existing subgrade and development of a proposed pavement design.
- IBI will develop the project in accordance with the Conceptual Alternatives Study preferred alternative, Alternative 3 “Hybrid”, with the following adjustments:
 - Provide two northbound lanes at the intersection with Cleveland Road
 - Provide a Lump Sum bid item for \$100,000 as-directed Frontage Road C concrete pavement replacement
 - Provide an Optional Bid Item for \$25,000 additional Frontage Road C concrete pavement replacement
 - Lighting and traffic signal work are not anticipated
 - Recently reconstructed curb ramps at Cleveland Road will be salvaged
 - Butler Street storm sewer connections into combined sewers will be investigated for separation potentially through modified median ditch grading or longitudinal pipe. Impervious reduction and additional infiltration will reduce flow to downstream combined.
- All existing plans have been provided by the City.
- IBI will not perform traffic counts. Traffic volumes for the corridor will be based on existing traffic studies and counts provided by the City.
- The City and IBI will research adjacent survey control.
- IBI will provide a complete topographic basemap including surface utilities and OUPS markings.
- All work is anticipated to take place inside existing R/W.
- The establishment of property lines is not part of this scope other than those provided by Erie County GIS.
- Research of all deeds, surveys, plats of record, owners, easements and/or other encumbrances throughout the survey corridor is not part of this scope.
- IBI will submit an OUPS plan and marking request prior to field survey. It is assumed the utilities will be surveyed in.
- No SUL will be performed.

- IBI intends to submit plan submittals to utility companies as part of utility coordination.
- Maintenance of Traffic is assumed to be a one-way (southbound) detour, however, IBI will evaluate if a full detour (potential for an Alternate Bid) will have more benefit to cost and construction schedule. Access to private and hotel drives will be maintained at all times as directed by the City. Part-width MOT will increase scope/fee.
- Scope does not include specifications or bid documents development.

2. Schedule

Based on our discussions with the City during the scoping meeting, the project will be bid in late summer of 2023. Based on that assumption, a tentative schedule for City consideration follows. These dates will be modified as the project progresses.

Butler Street Reconst.	Date	Day of Week	Duration Calendar Days
NTP	2023-02-28	(Tue)	--
Stage 1/2 Plans - Submitted	2023-05-22	(Mon)	83
Stage 1/2 Plans - Completed	2023-06-05	(Mon)	14
Stage 3 Plans - Submitted	2023-07-03	(Mon)	28
Stage 3 Plans - Completed	2023-07-17	(Mon)	14
Tracings - Submitted	2023-07-31	(Mon)	14
Tracings - Completed	2023-08-07	(Mon)	7
Estimated Begin Construction	2023-10-02	(Mon)	56
Estimated End Construction	2024-05-31	(Fri)	242

Note: the above schedule assumes a 2023-02-27 Commission meeting

3. Fee

IBI's lump sum fee to complete the "authorized tasks" listed in **Appendix C** is **\$134,555**.

IBI's lump sum fee to complete the "if-authorized tasks" listed in **Appendix C** is **\$4,880**.

Please refer to **Appendix C** for the detailed breakdown of the proposed total hours, personnel categories and hourly rates used to develop the fee. Each month we will provide a progress report detailing work completed during the previous billing cycle.

Closing

If the scope of work meets your approval, IBI will commence work immediately upon receipt of written NTP in the form of a Purchase Order referencing this proposal which subsequently can be emailed, faxed or mailed to our office at your convenience.

Designated Representatives:

City of Sandusky's designated representative is:

Joshua R. Snyder, P.E., CPSWQ
 Assistant City Engineer
 City of Sandusky
 240 Columbus Avenue
 Sandusky, OH 44870
 Office: 419.627.5875
 Email: jsnyder1@cityofsandusky.com


The IBI designated representative is:

Kyle Koppes, P.E.
 Associate Manager - Office Lead
 4150 Belden Village Street, Suite 104
 Canton, Ohio 44718
 Office: 330.491.9000
 Cell: 614-657-6140
 Email: kyle.koppes@ibigroup.com

We appreciate the opportunity to assist the City of Sandusky with this important project and look forward to your authorization. Please contact our PM, Matt Philips, at 330.285.5744 or Kyle Koppes at 614.657.6140, should you have any questions.

Sincerely,

IBI Group

By: 
 Name: Kyle Koppes
 Title: Associate Manager -
Office Lead


By: 
 Name: Jeff Hackenbracht
 Title: Principal

EXHIBIT "A"

APPENDIX A KICK-OFF MEETING MINUTES



IBI GROUP
Suite 104
4150 Belden Village Street
Canton, OH 44718 USA
fax 330 491 9001

Meeting Minutes

Butler Street Reconstruction Design; Project 22-ENG-96-A Project Kick-Off Meeting

Meeting name
Design Kick-Off Meeting

Meeting Date
February 7, 2023

Attendees
Josh Snyder
Kyle Koppes
Matt Philips

Time
1:30pm

Location
City of Sandusky

Project name
Butler Street Reconstruction Design
22-ENG-96-A

1. Discussion of final study – Any modifications or comments?

- a. \$100k as directed for Frontage Road C for concrete pavement replacement
- b. \$25k additional optional bid to be selected if under engineer's estimate
- c. Make NB two lanes near intersection: left lane is left/right turn; right lane is right turn only
 - Likely little to no signal work required at Cleveland
- d. Revise pavement design per PS recommendation

2. Status Update of ERI-6 Corridor Project

- a. Design status
 - S2 was just submitted around last meeting in October
 - Working towards S3 and starting acquisition
 - Just awarded a waterline project near RAB
- b. Anticipated bid?
 - March 2024 → hope to have Butler constructed before Cedar Point busy season and ERI-6 construction starts

3. Project Scope

- a. Survey
- b. Maintenance of Traffic
 - Potential for restricted traffic and/or signing to route around Butler?
 - Potential for SB detour, maintain both NB access points (Frontage Roads & U250)
 - For MOT, might need a 1-way detour just for drainage control if we invert crown
- c. Pavement Design – Geotech, City standard or other?
 - City has worked with PS Construction Fabrics in past. City/PS will core then scan subgrade → pavement design and CBR
- d. Utility Coordination – **OUPS** or **SUL**?
- e. Traffic Control
- f. Traffic Signals
 - Potentially a non-work item if we keep 2 NB lanes. Just eliminate variable
- g. No lighting needed, leave ex. as is
- h. Salvage Cleveland curb ramps to stay in R/W
- i. CADD Standards and Specifications
 - ODOT C&MS with City supplement for specific items
 - **Design in ORD** for efficiency and software capabilities
 - Convert to dwg for record drawings

4. Miscellaneous

- a. Overpass was built in '60s
- b. All local/Cedar Point \$ → no ODOT involvement

5. Schedule

- a. **S1/2 | S3 | Tracings** OR
- ~~b. Final | Tracings~~
- c. Goal to bid Aug '23
- d. Award Sept/Oct '23
- e. Start work right after HalloWeekends (early Nov)
 - Potential to even start const in Oct to work
 - HalloWeekends are Th-Sun → see website schedule
 - 1. Th 6p-12a
 - 2. F 11a-12a
 - 3. S 11a-12a
 - 4. Sun 11a-8p
- f. Wrap construction early '24 (end of May?)

6. Wrap-up/Final Thoughts

- a. Turnaround likely 2 weeks to go to council once we submit scope/fee

7. Action Items:

	Question or Action	Answer or Response	Responsibility
1	Investigate downstream storm. Tie into combined?	Done, see email dated 230207	IBI & City
2	Review records and plans for nearby control/survey info?		IBI & City
3	Need to keep 2-way access to southern drive along SB lane?		City
4	Work w/ PS Const. Fabrics for pavement design		City
5	Provide updated City standards	Done, see email dated 230207	City

APPENDIX B
CONCEPTUAL ALTERNATIVES STUDY

CITY OF SANDUSKY BUTLER STREET RECONSTRUCTION

Conceptual Alternatives Study

Project 22-ENG-96-A

Butler Street from US 250 to Cleveland Road (US 6)



Submitted to *City of Sandusky Public Works*
January 2023



IBI GROUP
4150 Belden Village Street, Suite 104
Canton OH 44718 USA
tel 330 491 9000
ibigroup.com



CITY OF SANDUSKY PUBLIC WORKS
240 Columbus Avenue
Sandusky, Ohio 44870 USA
tel 419 627 5844
ci.sandusky.oh.us

Table of Contents

INTRODUCTION	2
STUDY FORMAT AND BASIS OF EVALUATION.....	2
CONCEPTUAL ALTERNATIVES	3
ALTERNATIVE 1 “BARE-BONES”	4
ALTERNATIVE 2 “UPGRADE”	4
ALTERNATIVE 3 “HYBRID”	5
NO BUILD	5
POST-CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)	5
MAINTENANCE OF TRAFFIC (MOT)	5
PUBLIC INVOLVEMENT	5
COMPARISON OF ALTERNATIVES AND CONCLUSION	5
APPENDICES.....	7

EXHIBIT "A"

INTRODUCTION

This Conceptual Alternatives Study will develop three (3) conceptual alternatives for the reconstruction of Butler Street between US 250 (Milan Road) and US 6 (Cleveland Road) in the City of Sandusky, Ohio. Butler Street is a low-speed (35mph), urban, major collector (6,052 ADT per ODOT TIMS data from 2021). Please refer to **Appendix A** for the study limits. The study will require coordination with the ERI-6-9.07 (PID 114056) corridor design project that is currently under design. Butler Street currently functions as a single lane northbound and southbound with a variable lane to accommodate seasonal surges (historically as high as 17,000 ADT) into or out of the adjacent Cedar Point amusement park. In recent years the usage of Butler Street has dropped off primarily due to park visitors and tour buses being rerouted by mobile mapping application algorithms. The primary goal of the Butler Street project is reconstruction of the failing existing concrete pavement that was built in 1990. Secondary goals of the project include:

1. Accommodate future traffic demands
 - a. Two-lane corridor (one lane per bound)
 - b. Remove excess pavement and variable lane infrastructure
2. Maintain existing access
 - a. Upgrade wrong-way traffic control for the US 250 ramp to current standards
3. Minimize/control construction costs
 - a. Investigate innovative short- and long-term cost savings
4. Reduce runoff and improve water quality
 - a. Reduce impervious
 - b. Investigate options for quality water treatment
5. Aesthetic & quality-of-life improvements
 - a. Landscaping and/or trees
 - b. Lighting upgrades
 - c. Sidewalk connectivity
 - d. Future parcel development
6. Reduce future maintenance

The reconstruction of this roadway will permit continued connectivity between US 250 and US 6, primarily servicing Cedar Point and adjacent property owners. Additionally, there has been substantial local support of updating Butler Street functionality, condition and appearance.

STUDY FORMAT AND BASIS OF EVALUATION

The study utilizes the most up-to-date GIS and aerial information available from the Ohio Geographically Referenced Information Program (OGRIP) for development of the alternatives. A site visit was performed October 3, 2022, to verify and confirm existing conditions. Topographic survey was not performed as part of this Study. The study was developed in general conformance with ODOT design standards and references the ODOT 2019 Construction and Materials Specifications (C&MS).

Items developed as part of this study:

- Typical sections (see **Appendix C**)
- Plan exhibits (see **Appendix C**)

-
- Conceptual engineer's estimates (see **Appendix D**)

Exceptions and items not included in this study:

- Topographic survey
- Research of deeds, surveys, plats of record, owners, easements and/or other encumbrances throughout the study corridor
- SUL services
- Geotechnical investigation
- Utility coordination is limited to review of existing plans to identify major conflicts
- Maintenance of Traffic plans

CONCEPTUAL ALTERNATIVES

The following assumptions and conditions apply to all alternatives:

1. Existing pavement from US 250 and Frontage Road E to approximately Williams Alley was found to be in good shape and will be salvaged. See **Appendix C** for salvage limits.
2. Optional Bid Items for 3,000sy pavement replacement along Frontage Road C will be added to all alternatives. The Conceptual Engineer's Estimate for this additional work is \$365,049 in 2024 dollars (see **Appendix D** for more information).
3. Provide a "No Through Trucks" sign for eastbound Frontage Road C traffic heading towards Parish Street and Lakeshore Road.
4. Relocate the portable barrier along US 250 westbound to the "off-season" position to prohibit dual exit lanes to Butler Street.
5. Remove or abandon all advance variable lane infrastructure along US 250. Any abandoned infrastructure shall be set to the "off-season" condition. Optional Bid Items for removal of variable lane infrastructure will be added to Alternatives 1 and 3. The Conceptual Engineer's Estimate for this additional work is \$32,347 in 2024 dollars (see **Appendix D** for more information).
6. Williams Alley will continue to function as right-in/right-out.
7. Space for landscaping (to be designed with the final project) is provided.
8. Magnuson Hotel East Sandusky driveways:
 - a. Southern driveway will remain full access
 - b. Northern driveway will be made northbound right-in only
9. All utilities depicted in **Appendix C** are from existing plans. No OUPS call, topographic survey or SUL have been performed.
10. The ERI-6 project will eliminate the Avondale/Cleveland signal and extend the Cleveland westbound left-turn bay.
11. Butler/Cleveland signal modifications:
 - a. Butler northbound signal heads will require modification for a single lane.
 - b. Westbound Cleveland variable left-turn lane shall be striped out and retractable bollards shall be abandoned.
 - c. Westbound Cleveland left-turn lane signal heads and variable lane infrastructure shall be modified for a single left-turn lane to Butler.
12. All existing castings (storm, sanitary, water, etc.) within limits of pavement reconstruction shall be adjusted to grade unless modified elsewhere.

-
13. Temporary R/W easements or work agreements will be required for reconstruction or removal of existing sidewalk that is outside of the public R/W:
- a. Sidewalk just north of Williams Alley
 - b. Curb ramps at intersection of Butler and Cleveland
 - c. Northwest return at intersection of Butler and Cleveland

ALTERNATIVE 1 “BARE-BONES”

Alternative 1 is anticipated to be a bare-bones reconstruction to restore the condition and functionality of Butler Street pavement while maintaining access and capacity, the primary goals and Purpose and Need. This alternative will constantly focus on cost-savings throughout the development process including walk condition evaluation and spot reconstruction, maintenance of existing lighting, abandonment of variable lane infrastructure, reuse of existing storm sewers, etc. The existing curbs were evaluated for condition during the site visit with the intention of salvaging. Significant segments of the curb will be salvaged by sawcutting along the face of curb and removing adjacent pavement or gutter pan as applicable. Approximately 120' of curb is anticipated to require replacement based upon site evaluation and condition. New 13' lanes with a 10' vegetated at-grade median will also be provided. The median will provide impervious reduction as well as some infiltration and treatment of runoff. Sidewalk will be reconstructed where condition and/or gaps warrant as reflected in **Appendix C**. Existing drive aprons will remain in place with the exception of the northern Magnuson Hotel drive which requires reconstruction to meet current ADA standards. It is recommended to include Optional Bid items for removal of the variable lane infrastructure along Butler Street for City selection if funding is available at the time of bid.

The Conceptual Engineer's Estimate for this alternative is \$895,528 in 2024 dollars (see **Appendix D** for more information).

ALTERNATIVE 2 “UPGRADE”

Alternative 2 will be a reimagining of the corridor. In addition to pavement reconstruction, this alternative will focus on the secondary goals of the project: aesthetics, quality of life and innovative concepts. Betterments for the corridor would include elimination of variable lane infrastructure for a cleaner viewscape, light pole and/or luminaire upgrades (coordinated with Ohio Edison), sidewalk reconstruction continuing along Williams Alley to Parish Street for neighborhood connectivity and landscaping. This alternative will hold the southbound curbline to allow two 12' lanes and a 2' low-side shoulder with cross slopes draining east to a vegetated swale and sidewalk along the east side. Catch basins will be reduced compared to the existing system while outfalls can be mimicked to simplify reconnection. The northbound swale also provides easier access to the existing waterline for future maintenance. As the roadway nears the northern end, the low-side shoulder will transition to a curbed section which will eliminate the need for drive pipes or a conveyance sewer under the hotel drives.

The Conceptual Engineer's Estimate for this alternative is \$1,563,639 in 2024 dollars (see **Appendix D** for more information).

ALTERNATIVE 3 “HYBRID”

Alternative 3 will provide a scope and plan layout similar to Alternative 1 with inverted lanes and a depressed median. The depressed median will provide additional runoff reduction and pre-treatment but will require additional earthwork and proposed storm sewer work to provide collection and conveyance. It is anticipated to provide doghouse ditch catch basins to tie into the existing storm sewer. Existing catch basins could be adjusted to grade or abandoned in-place to maintain conveyance. Additional detail to be coordinated with the City during design.

The Conceptual Engineer’s Estimate for this alternative is \$947,869 in 2024 dollars (see **Appendix D** for more information).

NO BUILD

A No Build alternative will not meet the purpose and need of pavement reconstruction between the US 250 and US 6.

POST-CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

Earth disturbance for this project is expected to exceed the one-acre threshold for PC-BMPs regardless of alternative. The Ohio EPA General Permit “encourages the redevelopment of previously graded, paved or built upon sites through a reduction of the WQv treatment requirement.” The study alternatives will reduce impervious area through the elimination of the variable lane. Preliminary calculations (see **Appendix E**) reveal that the 20% net reduction threshold can be met and PC-BMPs will not be required as part of the reconstruction. The transition from a fully curbed roadway to an open drainage system will also increase infiltration and filtration of runoff prior to entering downstream storm sewers.

MAINTENANCE OF TRAFFIC (MOT)

This study does not include an in-depth analysis of MOT concepts for the alternatives, however, reconstruction of pavement should be easily achieved through part-width phasing and utilization of the wide existing pavement. A one-way or full detour is not anticipated with the potential exception for large vehicles such as tractor-trailers and tour buses. Access to adjacent properties shall be maintained at all times.

PUBLIC INVOLVEMENT

Public outreach and notification of construction will be coordinated during detailed design.

COMPARISON OF ALTERNATIVES AND CONCLUSION

The Butler Street Reconstruction Conceptual Alternatives Study was performed to identify a preferred alternative to eliminate the variable lane infrastructure and replace failing concrete pavement between US 250 (Milan Road) and Cleveland Road (US 6) in Sandusky, Ohio. Preliminary alternative typical sections, plan exhibits, a site visit and conceptual engineer’s estimates have been developed to investigate the pros and cons for three alternatives. The

alternatives will meet the primary and secondary goals of the project as is reflected in the Evaluation Matrix (see next page). Additionally, there are no safety concerns with any alternative.

Alternatives Evaluation Matrix				
Alternative		Alt 1 "Bare-Bones"	Alt 2 "Upgrade"	Alt 3 "Hybrid"
Purpose & Need	Pavement Replacement	✓	✓	✓
	Eliminate Variable Lane	!	✓	!
Secondary Goals	Two-Lane Corridor	✓	✓	✓
	Maintain Access	✓	✓	✓
	Control Costs	Short-Term	✓	!
		Long-Term	!	✓
	Water Quality	Reduce Impervious	✓	✓
		Water Treatment	!	✓
	Quality of Life	Landscaping	✓	✓
		Lighting Upgrades	!	!
		Sidewalk Connectivity	✓	✓
		Future Parcel Development	✓	!
	Reduce Future Maintenance	!	✓	✓
Legend:				
✓	Good - Selection Factor Met			
!	Fair - Selection Factor Met			
✗	Poor - Selection Factor Not Met			

Based upon the conceptual engineer's estimates and the evaluation matrix, it is recommended to select Alternative 3 "Hybrid" for the final design with the Optional Bid Items to selectively add removal of variable lane infrastructure and reconstruction of Frontage Road C pavement.

The Conceptual Engineer's Estimate for the preferred alternative is **\$947,869**.

The Conceptual Engineer's Estimate for the preferred alternative with Optional Bid Item for removal of variable lane infrastructure is **\$980,216**.

The Conceptual Engineer's Estimate for the preferred alternative with Optional Bid Items for Frontage Road C pavement reconstruction is **\$1,312,918**.

The Conceptual Engineer's Estimate for the preferred alternative with all Optional Bid Items is **\$1,345,265**.

All values are in 2024 dollars (see **Appendix D** for more information).

APPENDICES

APPENDIX A - STUDY LIMITS

APPENDIX B - PROJECT DESIGN DESIGNATION WORKSHEET

APPENDIX C - TYPICAL SECTIONS AND PLAN EXHIBITS

APPENDIX D - CONCEPTUAL ENGINEER'S ESTIMATES

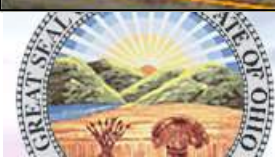
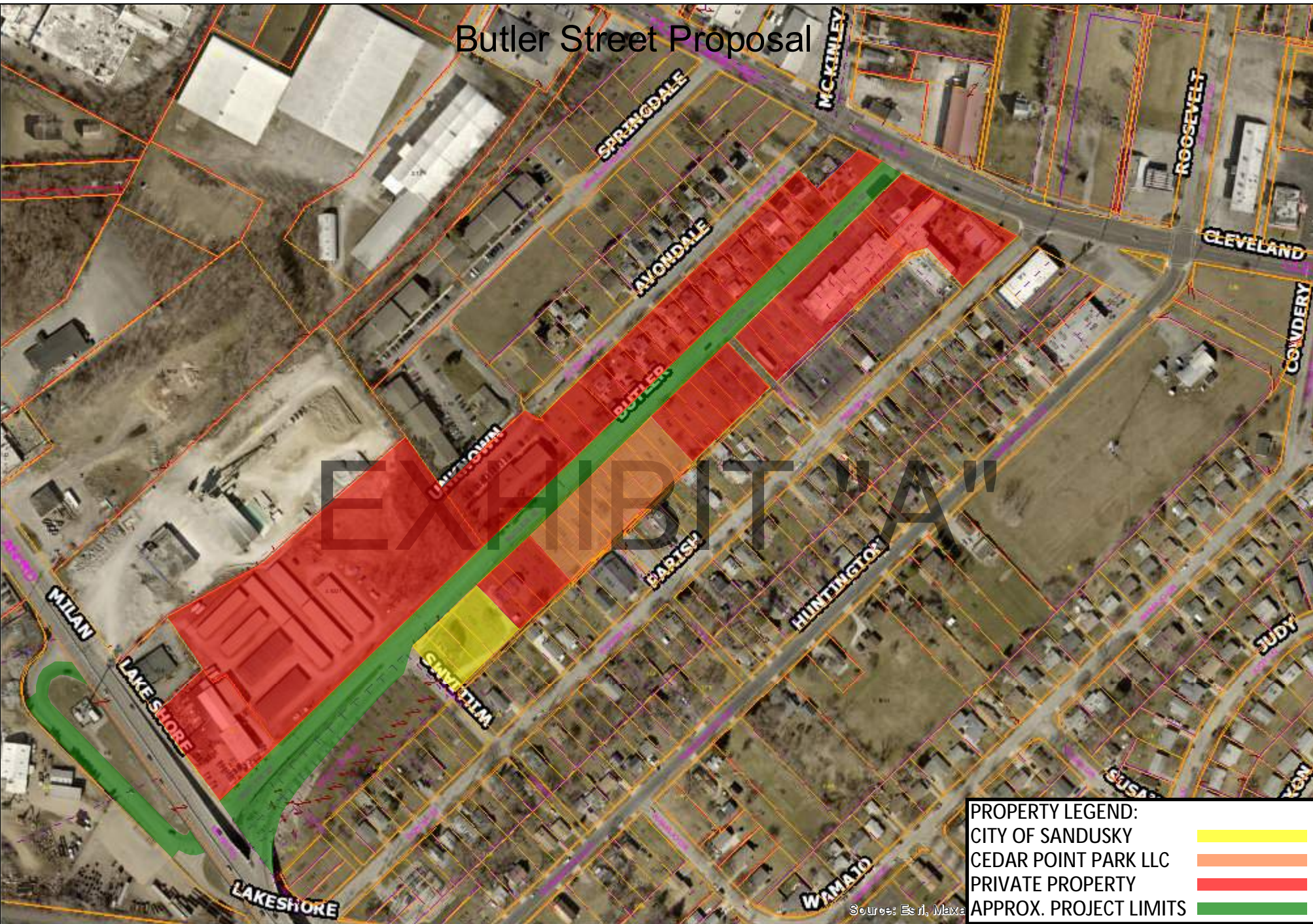
APPENDIX E - IMPERVIOUS AREA REDUCTION CALCULATIONS

EXHIBIT "A"

EXHIBIT "A"

APPENDIX A STUDY LIMITS

Butler Street Proposal



Richard H. Jeffrey
ERIE COUNTY AUDITOR | ERIE COUNTY, OHIO

Date: 7/15/2022
1 inch = 376 feet



APPENDIX B

PROJECT DESIGN DESIGNATION WORKSHEET

PROJECT DESIGN DESIGNATION WORKSHEET										
1A	Enter the PID:	22-ENG-96-A								
1B	Enter the County-Route-Log or other identifier:	Butler Street								
2A	Enter the Existing ADT (Total Vehicles):	6,052								
2B	Enter 24-hour B&C (commercial) volume if available:	--								
2C	Enter the Existing Year:	2021								
3	Enter the Opening Year:	2024								
4	Enter the Design Year:	2044								
5A	Enter the number of years from the Existing Year to the Opening Year: (3) - (2C) =	3								
5B	Enter the number of years from the Existing Year to the Design Year: (4) - (2C) =	23								
6	Select a growth rate from the following ranges of rates:	0.0050								
	Stable 0.0025 - 0.0050 Moderate 0.0100 - 0.0200									
	Low 0.0050 - 0.100 High 0.0200 - 0.0300									
7	Enter the Opening Year Factor: [(6) x (5A)] + 1 =	1.015								
8	Enter the Design Year Factor: [(6) x (5B)] + 1 =	1.115								
9	Enter the Opening Year ADT: (2A) x (7) =	6,100								
	Round to nearest 100 vehicles (nearest 10 vehicles if <1000)									
10	Enter the Design Year ADT: (2A) x (8) =	6,700								
	Round to nearest 100 vehicles (nearest 10 vehicles if <1000)									
11A	Enter K, selected from the following table of Design Year ADT:	0.10								
	<table border="0"> <tr> <td>< 1000</td> <td>0.12</td> <td>5001 - 15000</td> <td>0.10</td> </tr> <tr> <td>1001 - 5000</td> <td>0.11</td> <td>15001 <</td> <td>0.09</td> </tr> </table>		< 1000	0.12	5001 - 15000	0.10	1001 - 5000	0.11	15001 <	0.09
< 1000	0.12		5001 - 15000	0.10						
1001 - 5000	0.11	15001 <	0.09							
11B	Enter the DHV: (10) x (11A) =	670								
12	Enter the D Factor (for DHV):	0.60								
	within an MPO area: 0.60									
	outside an MPO area: 0.55									
	any one-way bridge: 1.00									
13	Enter the T24 factor (the proportion of B&C vehicles in ADT):	0.03								
	[(2B)/(2A)] or 0.03 if (2B) is blank									
14	Enter the TD factor (the proportion of B&C vehicles in the design hour): (13) x 0.6 =	0.018								
15	Comments									

Design Designation:	
PID	22-ENG-96-A
County-Route-Log	Butler Street
Opening Year ADT =	6,100
Design Year ADT =	6,700
K =	0.1
D =	0.60
T24 =	0.03
TD =	0.018

EXHIBIT "A"

APPENDIX C

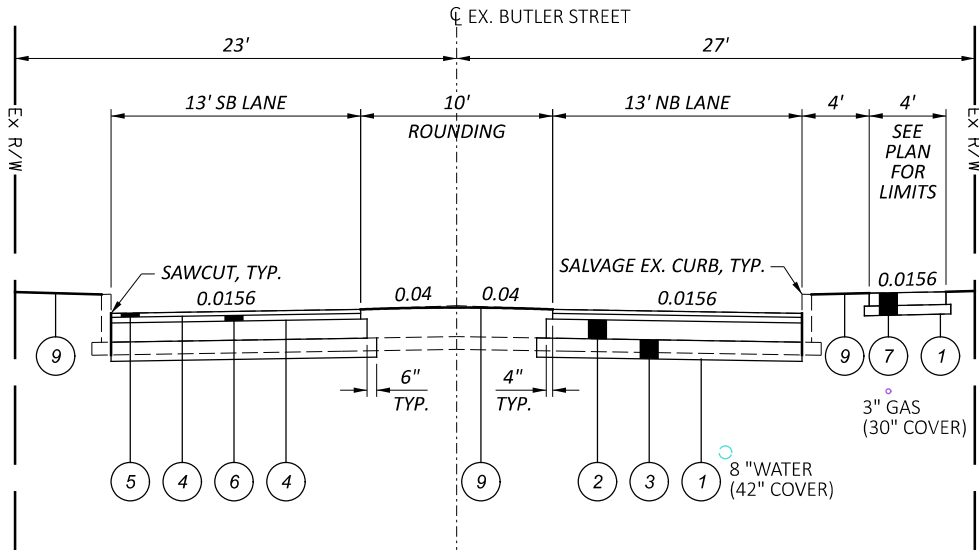
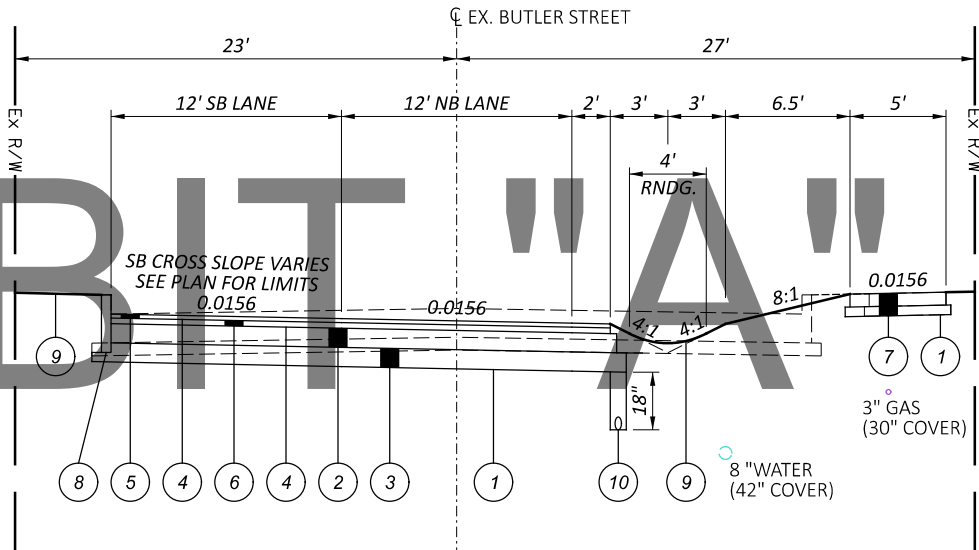
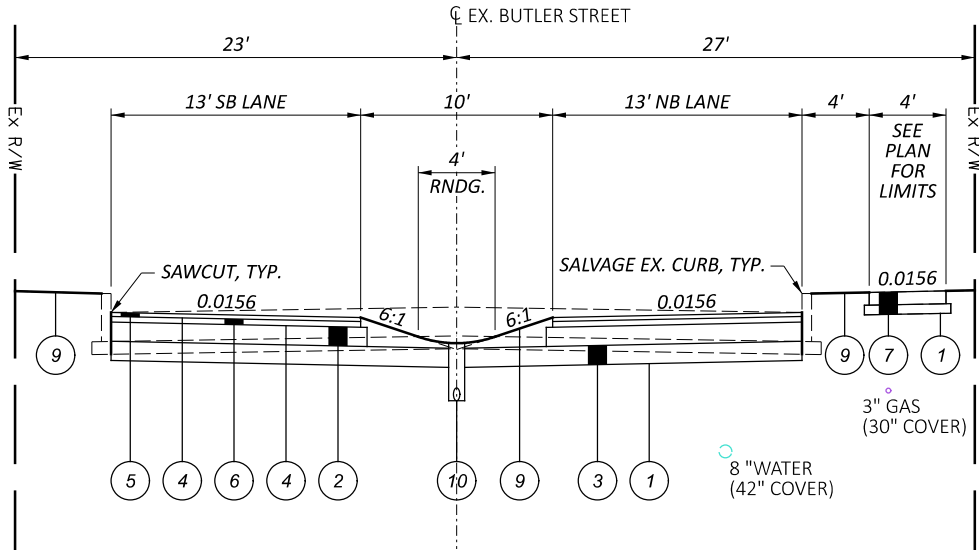
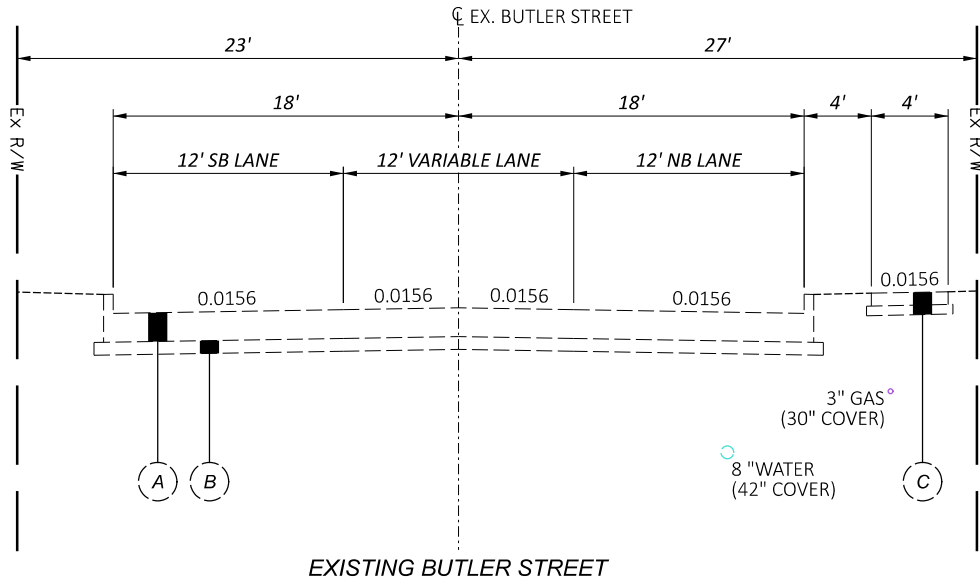
TYPICAL SECTIONS AND PLAN EXHIBITS

EXISTING LEGEND

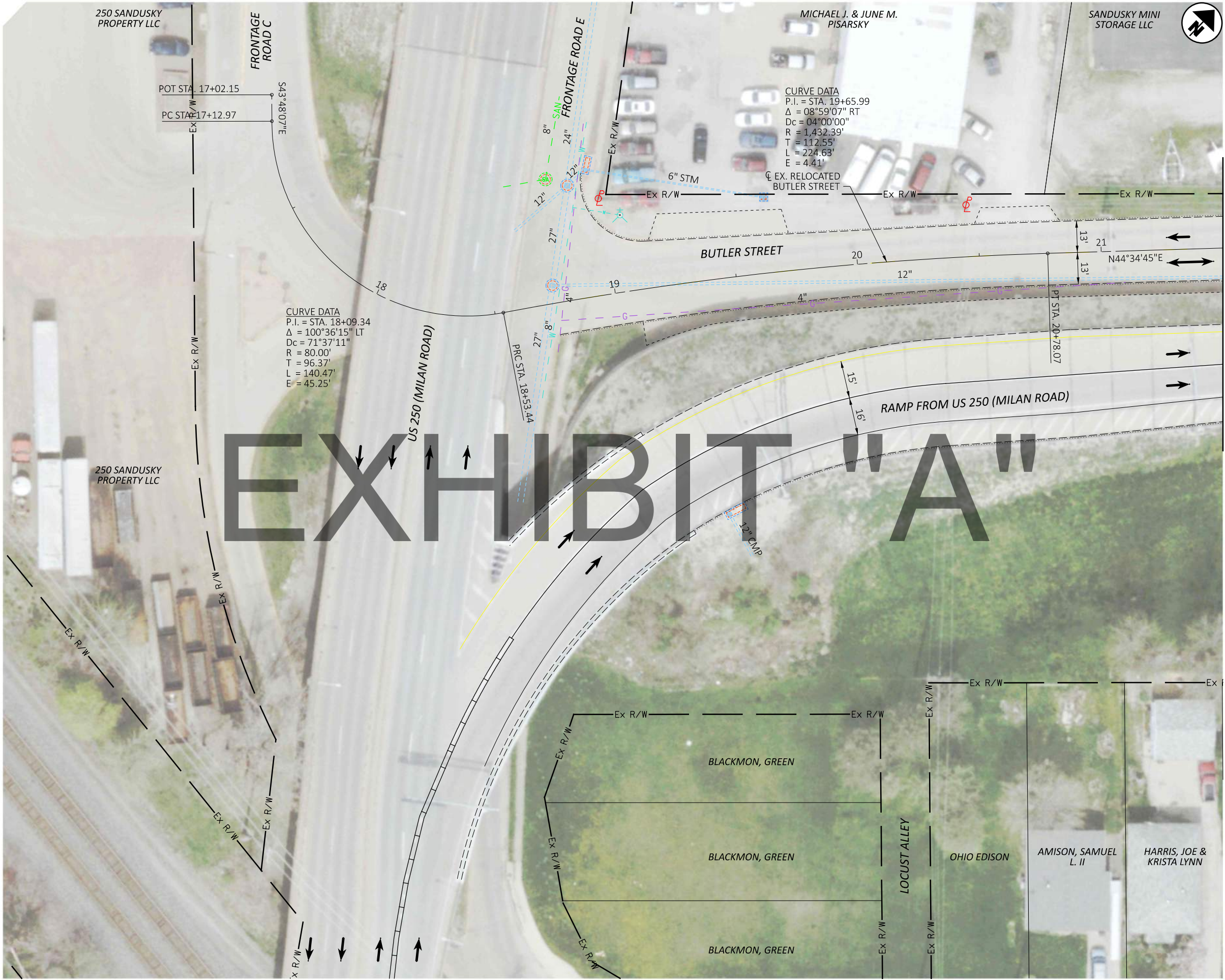
- (A) EXISTING 9" CONCRETE PAVEMENT WITH INTEGRAL CURB
- (B) EXISTING 4" AGGREGATE BASE
- (C) EXISTING 4" CONCRETE WALK ON 3" AGGREGATE BASE

PROPOSED LEGEND

- 1 ITEM 204 - SUBGRADE COMPACTION AND PROOF ROLLING
- 2 ITEM 301 - ASPHALT CONCRETE BASE, PG64-22, (449) [T = 6"]
- 3 ITEM 304 - AGGREGATE BASE [T = 6"]
- 4 ITEM 407 - NON-TRACKING TACK COAT
- 5 ITEM 441 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22 [T = 1.25"]
- 6 ITEM 441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448) [T = 1.75"]
- 7 ITEM 608 - 4" CONCRETE WALK ON
ITEM 411 - STABILIZED CRUSHED AGGREGATE
- 8 ITEM 609 - CURB, TYPE 6
- 9 ITEM 659 - SEEDING AND MULCHING, CLASS 2
- 10 ITEM 605 - 4" BASE PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC



NOTES:



BUTLER STREET - EXISTING CONDITIONS
FRONTAGE ROADS TO RAMP FROM US 250

DESIGN AGENCY



DESIGNER
MEP

REVIEWER

KMK 01-18-23

PROJECT ID
22-ENG-96-A

SHEET
P.2

TOTAL
13



BUTLER STREET RECONSTRUCTION - CONCEPTUAL ALTERNATIVES STUDY

MODEL: CLX_BUTLER - Plan 2 [Sheet] PAPER SIZE: 17x11 (in.) DATE: 2023-01-18 TIME: 12:12:31 PM USER: matt.phillips
J:\140896_Butler St\6.0_Technical\6.04_Design-Analysis\22-ENG-96-A_BP000.dgn

NOTES:



HORIZONTAL
SCALE IN FEET



A horizontal scale bar with markings at 0, 10, 20, and 40 feet. The bar is divided into segments: a black segment from 0 to 10, a white segment from 10 to 20, a black segment from 20 to 30, and a white segment from 30 to 40.

BUTLER STREET - EXISTING CONDITIONS
RAMP FROM US 250 TO STA. 41+50.00

DESIGN AGENCY



DESIGNER

MEP

REVIEWER

KMK 01-18-23

PROJECT ID
22-ENG-96-A

SHEET	TOTAL
P.3	13

NOTES:



BUTLER STREET - EXISTING CONDITIONS
STA. 41+50.00 TO US 6 (CLEVELAND ROAD)

DESIGN AGENCY



DESIGNER
MEP

REVIEWER

KMK 01-18-23

PROJECT ID
22-ENG-96-A

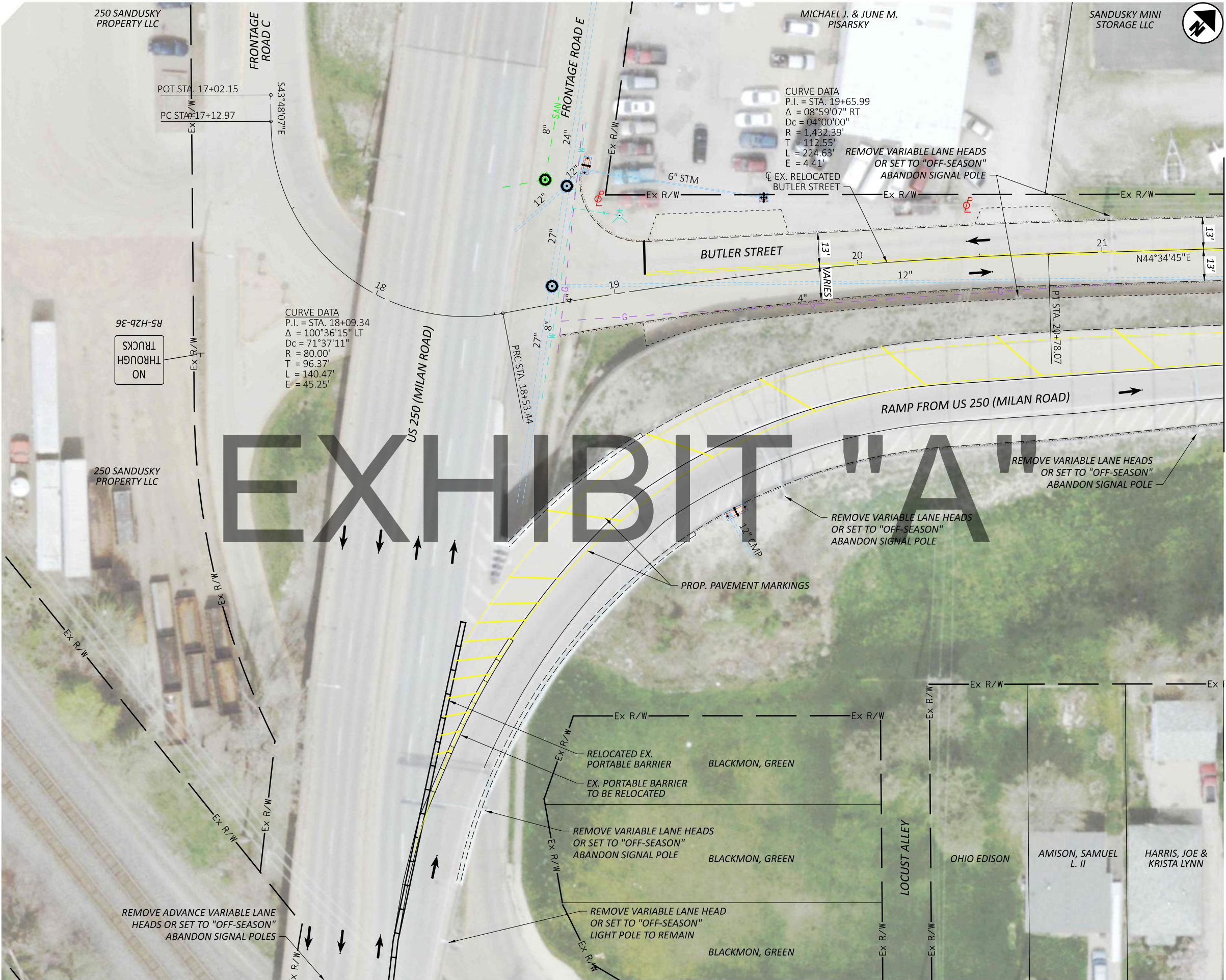
SHEET
P.4

TOTAL
13

BUTLER STREET RECONSTRUCTION - CONCEPTUAL ALTERNATIVES STUDY

MODEL: CIX_BUTLER - Plan 1 [Sheet] PAPERSIZE: 17x11 (in.) DATE: 2023-01-18 TIME: 12:12:34 PM USER: matt.philips

MAINTAIN EX. LIGHTING



BUTLER STREET - ALTERNATIVE 1 "BARE-BONES"
FRONTAGE ROADS TO RAMP FROM US 250

DESIGN AGENCY



DESIGNER

MEP

REVIEWER

KMK 01-18-23

PROJECT ID
22-ENG-96-A

SHEET	TOTAL
P.5	13

HORIZONTAL
SCALE IN FEET

10 20 40

LEGEND:

VEGETATED AREA

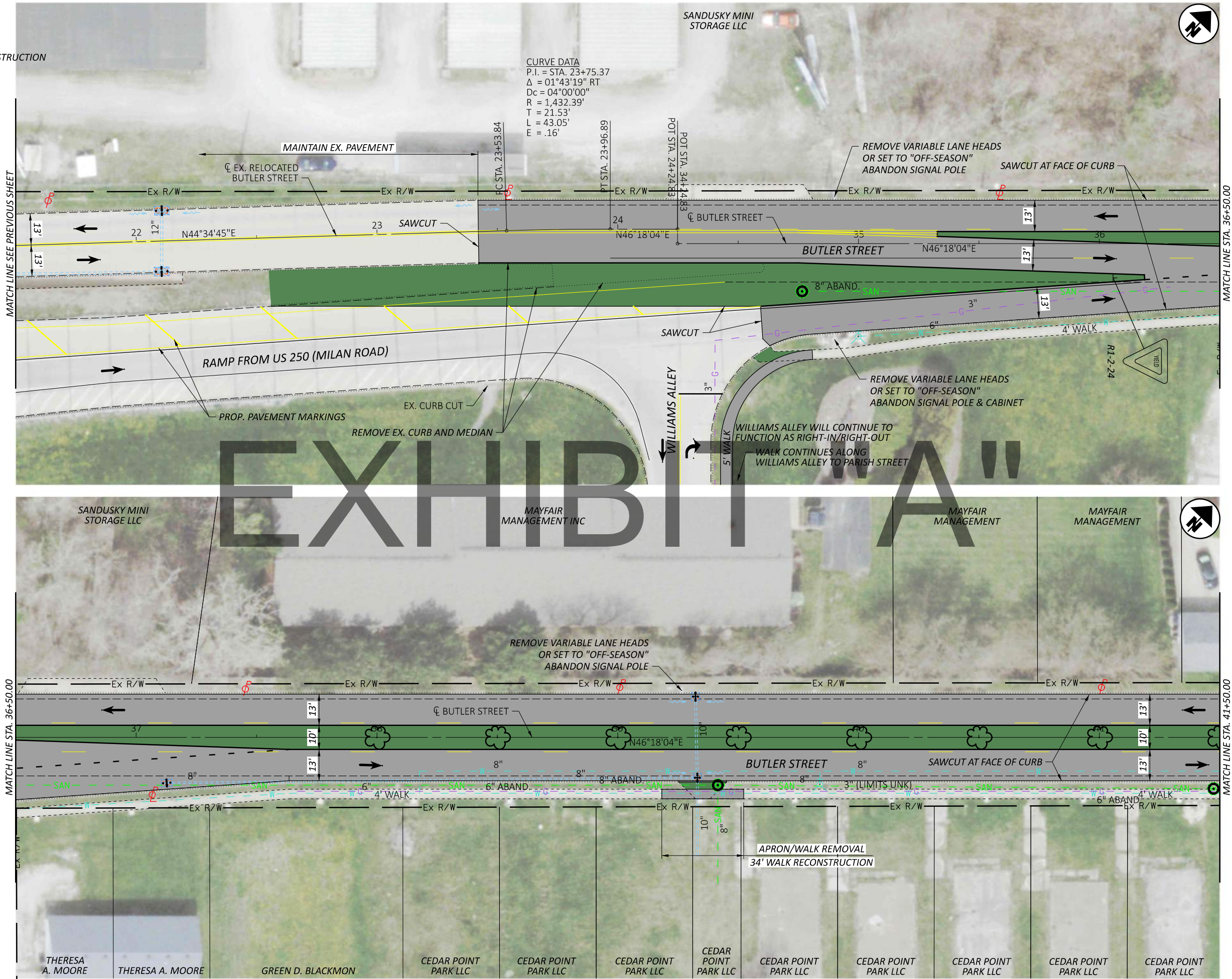
PAVEMENT RECONSTRUCTION

NOTES:

ALL EX. CASTINGS IN THE PAVEMENT SHALL BE ADJUSTED TO GRADE

MAINTAIN EX. LIGHTING

LANDSCAPING IS GENERIC AND WILL BE DESIGNED LATER



BUTLER STREET - ALTERNATIVE 1 "BARE-BONES"

RAMP FROM US 250 TO STA. 41+50.00



DESIGN AGENCY



DESIGNER

MEP

REVIEWER

KMK 01-18-23

PROJECT ID

22-ENG-96-A

SHEET

P.6

TOTAL

13

LEGEND:

VEGETATED AREA

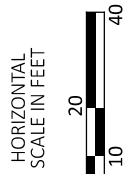
PAVEMENT RECONSTRUCTION

NOTES:

ALL EX. CASTINGS IN THE PAVEMENT SHALL BE ADJUSTED TO GRADE MAINTAIN EX. LIGHTING LANDSCAPING IS GENERIC AND WILL BE DESIGNED LATER



BUTLER STREET - ALTERNATIVE 1 "BARE-BONES"
STA. 41+50.00 TO US 6 (CLEVELAND ROAD)



DESIGN AGENCY



DESIGNER
MEP

REVIEWER

KMK 01-18-23

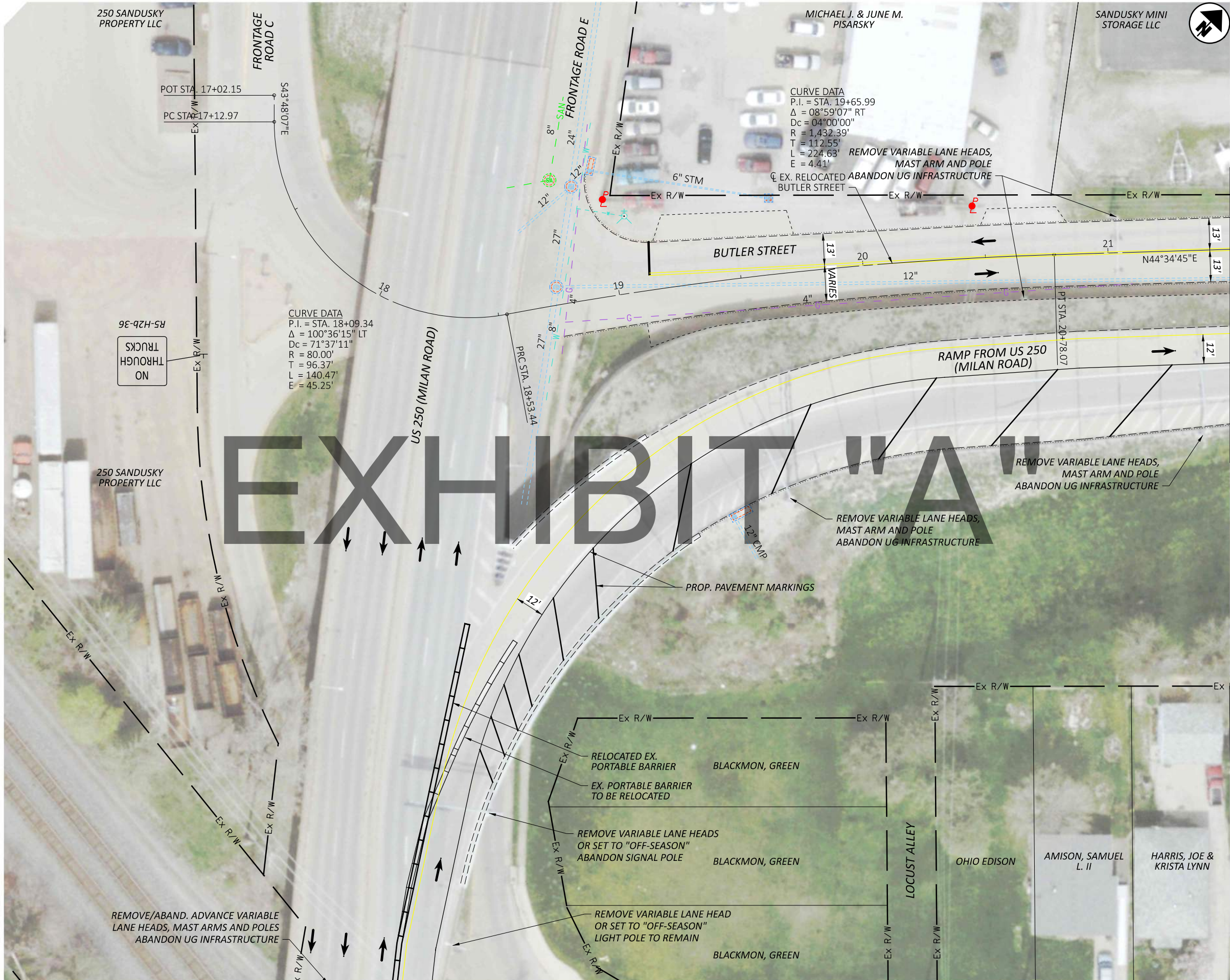
PROJECT ID
22-ENG-96-A

SHEET TOTAL
P.7 13

BUTLER STREET RECONSTRUCTION - CONCEPTUAL ALTERNATIVES STUDY

MODEL: CLX_BUTLER - Plan 1 [Sheet] PAPERSIZE: 17x11 (in.) DATE: 2023-01-18 TIME: 12:12:37 PM USER: matt.phillips
\\140896 Butler St\6.0 Technical\6.04 Design-Analysis\22-ENG-96-A_BP002.dgn

NOTES:
COORDINATE LIGHTING
UPGRADES WITH
OHIO EDISON



HORIZONTAL
SCALE IN FEET



A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '10' at the midpoint, and '20' at the right end.

BUTLER STREET - ALTERNATIVE 2 "UPGRADE"
FRONTAGE ROADS TO RAMP FROM US 250

DESIGN AGENCY



DESIGNER

MEP

REVIEWER

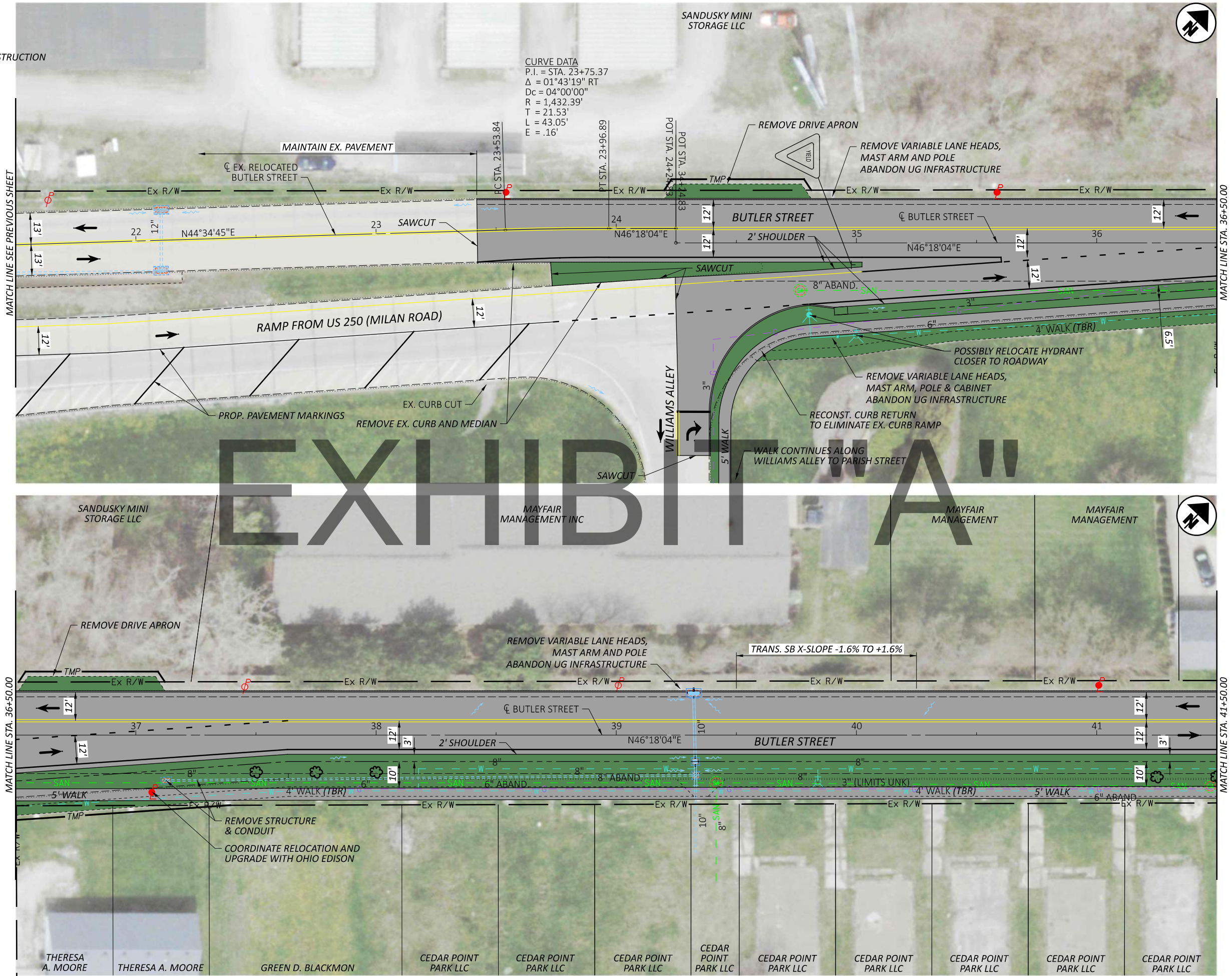
KMK 01-18-23

PROJECT ID
22-ENG-96-A

SHEET	TOTAL
P.8	13

- LEGEND:
- VEGETATED AREA
 - PAVEMENT RECONSTRUCTION

NOTES:
ALL EX. CASTINGS IN THE PAVEMENT SHALL BE ADJUSTED TO GRADE COORDINATE LIGHTING UPGRADES WITH OHIO EDISON LANDSCAPING IS GENERIC AND WILL BE DESIGNED LATER



BUTLER STREET - ALTERNATIVE 2 "UPGRADE"
RAMP FROM US 250 TO STA. 41+50.00

DESIGN AGENCY



DESIGNER

MEP

REVIEWER

KMK 01-18-23

PROJECT ID

22-ENG-96-A

SHEET

P.9



TOTAL

13

BUTLER STREET RECONSTRUCTION - CONCEPTUAL ALTERNATIVES STUDY

MODEL: CLX_BUTLER - Plan 4 [Sheet] PAPERSIZE: 17x11 (in.) DATE: 2023-01-18 TIME: 12:12:40 PM USER: matt.philips
J:\140896_Butler St\6.0 Technical\6.04 Design-Analysis\22-ENG-96-A_BP002.dgn

LEGEND:

-  *VEGETATED AREA*
 *PAVEMENT RECONSTRUCTION*

NOTES:

ALL EX. CASTINGS IN THE
PAVEMENT SHALL BE
ADJUSTED TO GRADE
COORDINATE LIGHTING
UPGRADES WITH
OHIO EDISON
LANDSCAPING IS
GENERIC AND WILL
BE DESIGNED LATER



HORIZONTAL
SCALE IN FEET

A horizontal scale bar with a black and white alternating pattern. It is marked with the numbers 0, 10, 20, and 40.

BUTLER STREET - ALTERNATIVE 2 "UPGRADE"
STA. 41+50.00 TO US 6 (CLEVELAND ROAD)

DESIGN AGENCY



DESIGNER

MEP

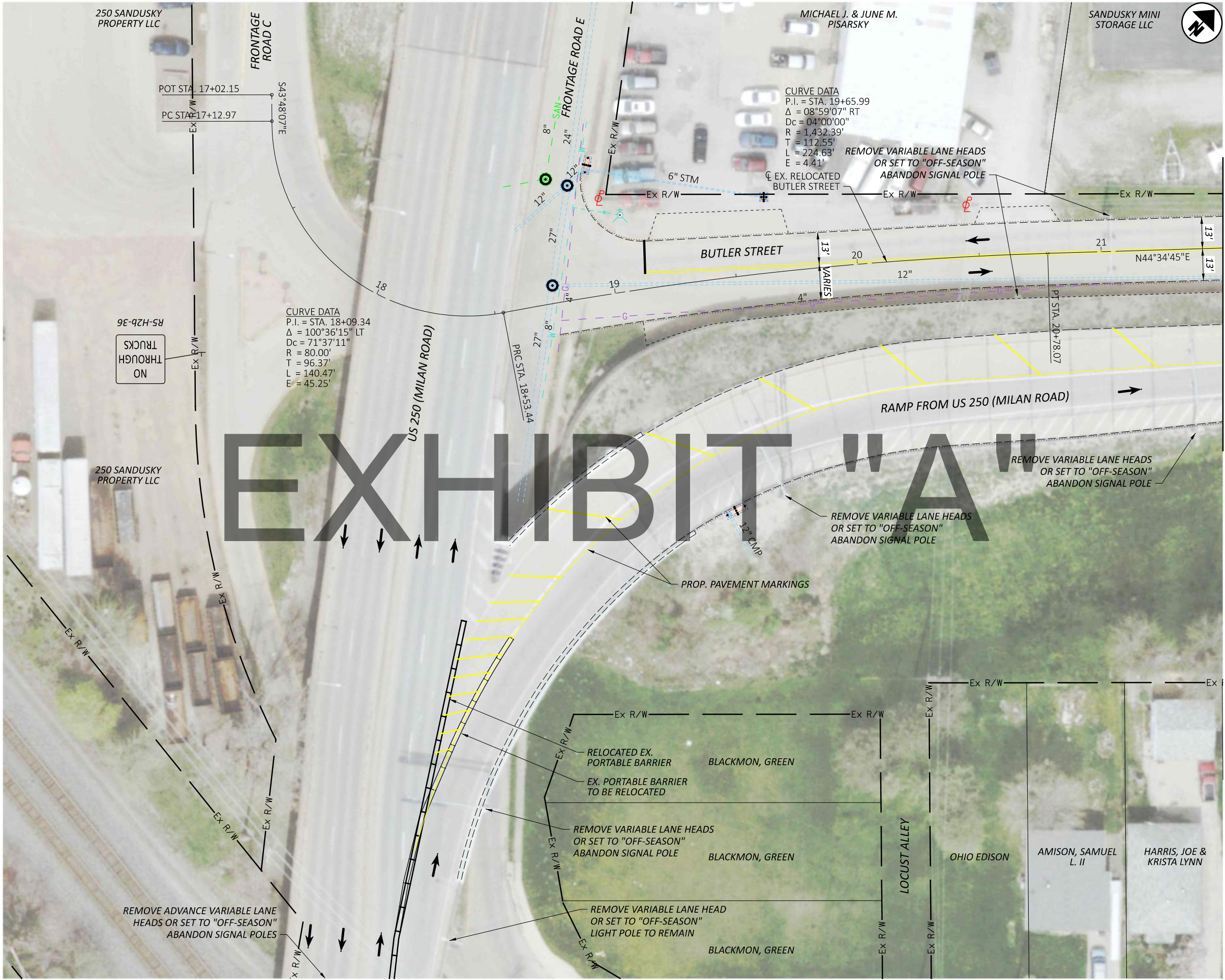
REVIEWER

KMK 01-18-23

PROJECT ID
22-ENG-96-A

SHEET	TOTAL
P.10	13

NOTES:
MAINTAIN EX. LIGHTING



BUTLER STREET - ALTERNATIVE 3 "HYBRID"
FRONTAGE ROADS TO RAMP FROM US 250

DESIGN AGENCY



DESIGNER
MEP

REVIEWER

KMK 01-18-23

PROJECT ID

22-ENG-96-A

SHEET TOTAL

P.11 13

LEGEND:

VEGETATED AREA

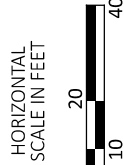
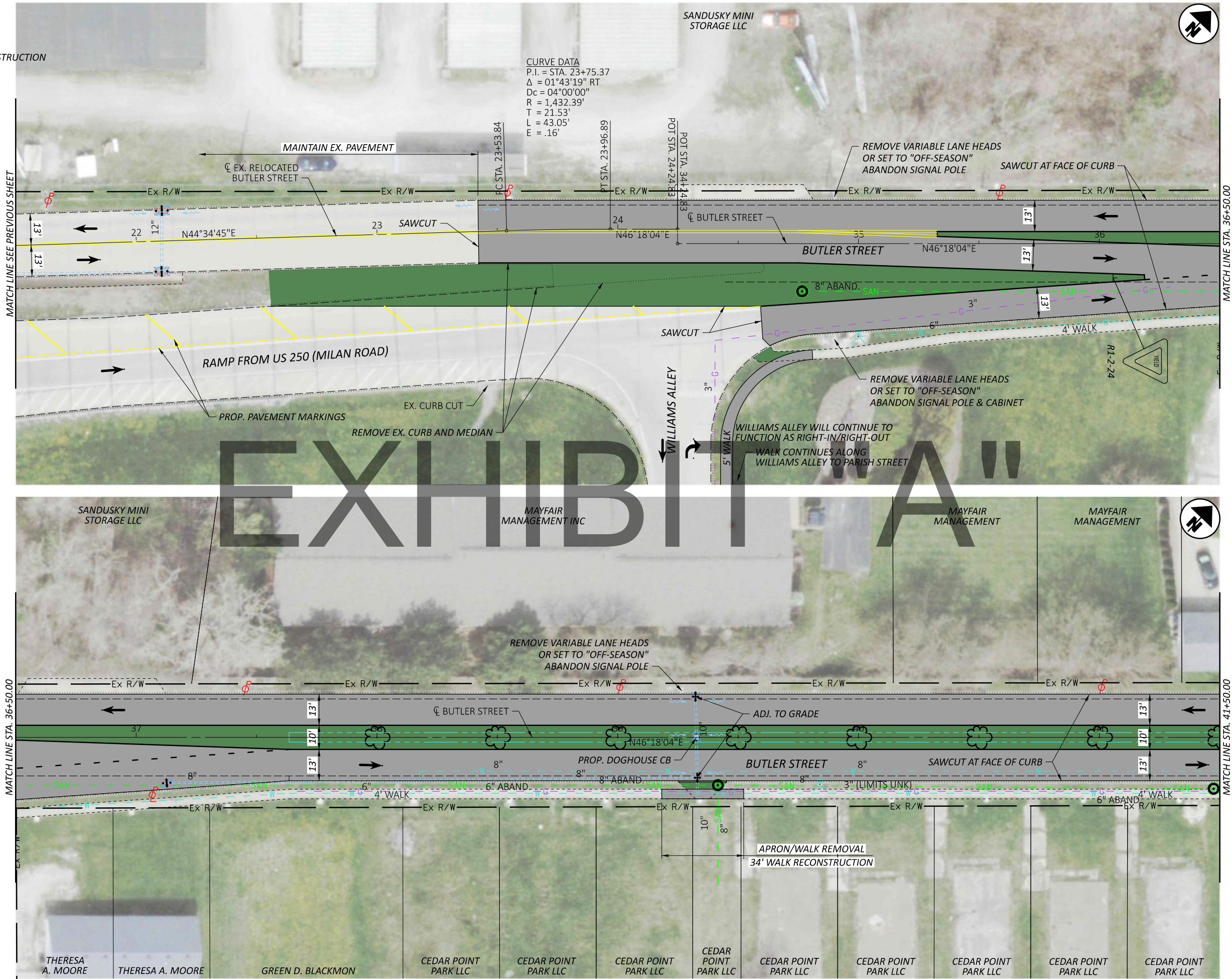
PAVEMENT RECONSTRUCTION

NOTES:

ALL EX. CASTINGS IN THE PAVEMENT SHALL BE ADJUSTED TO GRADE

MAINTAIN EX. LIGHTING

LANDSCAPING IS GENERIC AND WILL BE DESIGNED LATER



BUTLER STREET - ALTERNATIVE 3 "HYBRID"

RAMP FROM US 250 TO STA. 41+50.00

DESIGN AGENCY



DESIGNER	MEP
REVIEWER	KMK 01-18-23
PROJECT ID	22-ENG-96-A
SHEET	TOTAL
P.12	13

LEGEND:

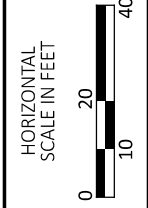
VEGETATED AREA

PAVEMENT RECONSTRUCTION

NOTES:

ALL EX. CASTINGS IN THE PAVEMENT SHALL BE ADJUSTED TO GRADE

MAINTAIN EX. LIGHTING LANDSCAPING IS GENERIC AND WILL BE DESIGNED LATER



BUTLER STREET - ALTERNATIVE 3 "HYBRID"
STA. 41+50.00 TO US 6 (CLEVELAND ROAD)

DESIGN AGENCY	
[B]	
DESIGNER	
MEP	
REVIEWER	
KMK 01-18-23	
PROJECT ID	
22-ENG-96-A	
SHEET	TOTAL
P.13	13

EXHIBIT "A"

APPENDIX D

CONCEPTUAL ENGINEER'S ESTIMATES

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
ENGINEER'S ESTIMATE - ALTERNATIVE 1 "BARE-BONES"
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
4150 Belden Village Street, Suite 104
Canton OH 44718 USA
tel 330 491 9000
ibigroup.com

REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
ROADWAY				\$	159,686.50	
1	202	Pavement Removed	SY	\$ 10.50	7,264	\$ 76,272.00
2	202	Walk Removed	SF	\$ 12.00	232	\$ 2,784.00
3	202	Curb Removed	FT	\$ 5.50	350	\$ 1,925.00
4	202	Pipe Removed, 24" and Under	FT	\$ 20.00		\$ -
5	202	Catch Basin Removed	EACH	\$ 500.00		\$ -
6	203	Excavation	CY	\$ 25.00	850	\$ 21,250.00
7	203	Embankment	CY	\$ 21.00	425	\$ 8,925.00
8	204	Subgrade Compaction	SY	\$ 2.50	5,873	\$ 14,682.50
9	204	Proof Rolling	HOUR	\$ 250.00	3	\$ 750.00
10	608	4" Concrete Walk	SF	\$ 18.00	1,561	\$ 28,098.00
11	608	Curb Ramp	SF	\$ 26.00		\$ -
12	622	Barrier, Misc.: Relocate Ex. Portable Barrier	LS	\$ 5,000.00	1	\$ 5,000.00
DRAINAGE				\$	6,477.00	
13	605	4" Base Pipe Underdrains with Geotextile Fabric	FT	\$ 13.50	182	\$ 2,457.00
14	611	4" Conduit, Type F for Underdrain Outlet	FT	\$ 26.00	20	\$ 520.00
15	611	10" Conduit, Type B	FT	\$ 75.00		\$ -
16	611	10" Conduit, Type C	FT	\$ 65.00		\$ -
17	611	15" Conduit, Type B	FT	\$ 135.00		\$ -
18	611	Catch Basin Adjusted to Grade	EACH	\$ 500.00	7	\$ 3,500.00
19	611	Catch Basin, No. 3	EACH	\$ 4,000.00		\$ -
20	611	Catch Basin, No. 3A	EACH	\$ 3,000.00		\$ -
21	611	Catch Basin, No. 6	EACH	\$ 2,500.00		\$ -
22	611	Catch Basin, No. 2-2A	EACH	\$ 2,500.00		\$ -

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
ENGINEER'S ESTIMATE - ALTERNATIVE 1 "BARE-BONES"
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
4150 Belden Village Street, Suite 104
Canton OH 44718 USA
tel 330 491 9000
ibigroup.com

REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
PAVEMENT				\$	358,762.00	
23	252	Full Depth Pavement Sawing	FT	\$ 5.00	3,161	\$ 15,805.00
24	301	Asphalt Concrete Base, PG64-22, (449) [T = 6"]	CY	\$ 180.00	917	\$ 165,060.00
25	304	Aggregate Base [T - 6"]	CY	\$ 68.00	947	\$ 64,396.00
26	407	Non-Tracking Tack Coat	GAL	\$ 3.75	592	\$ 2,220.00
27	411	Stabilized Crushed Aggregate [T = 3"]	CY	\$ 110.00	14	\$ 1,540.00
28	441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22 [T = 1.25"]	CY	\$ 262.00	187	\$ 48,994.00
29	441	Asphalt Concrete Intermediate Course, Type 2, (448) [T = 1.75"]	CY	\$ 211.00	262	\$ 55,282.00
30	452	8" Non-Reinforced Concrete Pavement, Class QC 1P [Driveways]	SY	\$ 75.00	19	\$ 1,425.00
31	452	9" Non-Reinforced Concrete Pavement, Class QC 1P	SY	\$ 80.00		\$ -
32	609	Curb, Type 6	FT	\$ 20.00	202	\$ 4,040.00
LIGHTING				\$	-	
33	625	Lighting, Misc.:	LS	\$ 100,000.00		\$ -
TRAFFIC CONTROL				\$	36,275.15	
34	630	Signing, Misc.:	LS	\$ 15,000.00	1	\$ 15,000.00
35	630	Signing, Misc.: Removal of Variable Lane Control Signage	LS	\$ 2,000.00	1	\$ 2,000.00
36	642	Edge Line, 6" Type 1	MILE	\$ 10,000.00	0.74	\$ 7,400.00
37	642	Center Line, Type 1	MILE	\$ 15,000.00	0.19	\$ 2,850.00
38	642	Channelizing Line, 8", Type 1	FT	\$ 2.65	553	\$ 1,465.45
39	642	Stop Line, Type 1	FT	\$ 7.20	90	\$ 648.00
40	642	Crosswalk Line, 12" Type 1	FT	\$ 8.60	122	\$ 1,049.20
41	642	Transverse/Diagonal Line, Type 1	FT	\$ 3.30	405	\$ 1,336.50
42	642	Chevron Marking, Type 1	FT	\$ 3.00	127	\$ 381.00
43	642	Lane Arrow, Type 1	EACH	\$ 500.00	6	\$ 3,000.00
44	642	Wrong Way Arrow, Type 1	EACH	\$ 500.00	2	\$ 1,000.00
45	642	Dotted Line, 6", Type 1	FT	\$ 1.00	145	\$ 145.00
TRAFFIC SIGNALS				\$	15,000.00	
46	632	Signalization, Misc.: Butler/Cleveland Modifications	LS	\$ 15,000.00	1	\$ 15,000.00
LANDSCAPING				\$	20,000.00	
47	661	Planting, Misc.:	LS	\$ 20,000.00	1	\$ 20,000.00
(TOTAL CONSTRUCTION COST WITHOUT INCIDENTALS)					\$	596,200.65

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
ENGINEER'S ESTIMATE - ALTERNATIVE 1 "BARE-BONES"
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
4150 Belden Village Street, Suite 104
Canton OH 44718 USA
tel 330 491 9000
ibigroup.com

REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
INCIDENTALS					\$	179,000.00
48	614	Maintaining Traffic	LS	\$ 20,000.00	1	\$ 20,000.00
49	623	Construction Layout Stakes and Surveying	LS	\$ 10,000.00	1	\$ 10,000.00
50	624	Mobilization	LS	\$ 20,000.00	1	\$ 20,000.00
51	--	Design Contingency (20%)	LS	\$ 129,000.00	1	\$ 129,000.00
SUBTOTAL					SUBTOTAL	
(W/ INCIDENTALS)					\$	775,201.00
INFLATION (5.02%)					\$	38,915.00
CONSTRUCTION TOTAL (2024 COST)					\$	814,116.00
CONSTRUCTION CONTINGENCY (10%)					\$	81,412.00
ESTIMATED TOTAL w/ CONTINGENCY (2024 COST)					\$	895,528.00

EXHIBIT "A"

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
ENGINEER'S ESTIMATE - ALTERNATIVE 2 "UPGRADE"
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
4150 Belden Village Street, Suite 104
Canton OH 44718 USA
tel 330 491 9000
ibigroup.com

REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
ROADWAY				\$	397,810.00	
1	202	Pavement Removed	SY	\$ 10.50	7,464	\$ 78,372.00
2	202	Walk Removed	SF	\$ 12.00	5,909	\$ 70,908.00
3	202	Curb Removed	FT	\$ 5.50	3,287	\$ 18,078.50
4	202	Pipe Removed, 24" and Under	FT	\$ 20.00	302	\$ 6,040.00
5	202	Catch Basin Removed	EACH	\$ 500.00	6	\$ 3,000.00
6	203	Excavation	CY	\$ 25.00	1,336	\$ 33,400.00
7	203	Embankment	CY	\$ 21.00	243	\$ 5,103.00
8	204	Subgrade Compaction	SY	\$ 2.50	6,505	\$ 16,262.50
9	204	Proof Rolling	HOUR	\$ 250.00	3	\$ 750.00
10	608	4" Concrete Walk	SF	\$ 18.00	8,800	\$ 158,400.00
11	608	Curb Ramp	SF	\$ 26.00	96	\$ 2,496.00
12	622	Barrier, Misc.: Relocate Ex. Portable Barrier	LS	\$ 5,000.00	1	\$ 5,000.00
DRAINAGE				\$	58,764.00	
13	605	4" Base Pipe Underdrains with Geotextile Fabric	FT	\$ 13.50	2,264	\$ 30,564.00
14	611	4" Conduit, Type F for Underdrain Outlet	FT	\$ 26.00	80	\$ 2,080.00
15	611	10" Conduit, Type B	FT	\$ 75.00	29	\$ 2,175.00
16	611	10" Conduit, Type C	FT	\$ 65.00	20	\$ 1,300.00
17	611	15" Conduit, Type B	FT	\$ 135.00	27	\$ 3,645.00
18	611	Catch Basin Adjusted to Grade	EACH	\$ 500.00	1	\$ 500.00
19	611	Catch Basin, No. 3	EACH	\$ 4,000.00	2	\$ 8,000.00
20	611	Catch Basin, No. 3A	EACH	\$ 3,000.00	1	\$ 3,000.00
21	611	Catch Basin, No. 6	EACH	\$ 2,500.00	1	\$ 2,500.00
22	611	Catch Basin, No. 2-2A	EACH	\$ 2,500.00	2	\$ 5,000.00

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
ENGINEER'S ESTIMATE - ALTERNATIVE 2 "UPGRADE"
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
4150 Belden Village Street, Suite 104
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tel 330 491 9000
ibigroup.com

REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
PAVEMENT				\$	399,243.00	
23	252	Full Depth Pavement Sawing	FT	\$ 5.00		\$ -
24	301	Asphalt Concrete Base, PG64-22, (449) [T = 6"]	CY	\$ 180.00	898	\$ 161,640.00
25	304	Aggregate Base [T - 6"]	CY	\$ 68.00	952	\$ 64,736.00
26	407	Non-Tracking Tack Coat	GAL	\$ 3.75	588	\$ 2,205.00
27	411	Stabilized Crushed Aggregate [T = 3"]	CY	\$ 110.00	82	\$ 9,020.00
28	441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22 [T = 1.25"]	CY	\$ 262.00	186	\$ 48,732.00
29	441	Asphalt Concrete Intermediate Course, Type 2, (448) [T = 1.75"]	CY	\$ 211.00	260	\$ 54,860.00
30	452	8" Non-Reinforced Concrete Pavement, Class QC 1P [Driveways]	SY	\$ 75.00	138	\$ 10,350.00
31	452	9" Non-Reinforced Concrete Pavement, Class QC 1P	SY	\$ 80.00		\$ -
32	609	Curb, Type 6	FT	\$ 20.00	2,385	\$ 47,700.00
LIGHTING				\$	100,000.00	
33	625	Lighting, Misc.:	LS	\$ 100,000.00	1	\$ 100,000.00
TRAFFIC CONTROL				\$	66,724.05	
34	630	Signing, Misc.:	LS	\$ 15,000.00	1	\$ 15,000.00
35	630	Signing, Misc.: Removal of Variable Lane Control	LS	\$ 30,000.00	1	\$ 30,000.00
36	642	Edge Line, 6" Type 1	MILE	\$ 10,000.00	0.55	\$ 5,500.00
37	642	Center Line, Type 1	MILE	\$ 15,000.00	0.45	\$ 6,750.00
38	642	Channelizing Line, 8", Type 1	FT	\$ 2.65	669	\$ 1,772.85
39	642	Stop Line, Type 1	FT	\$ 7.20	104	\$ 748.80
40	642	Crosswalk Line, 12" Type 1	FT	\$ 8.60	78	\$ 670.80
41	642	Transverse/Diagonal Line, Type 1	FT	\$ 3.30	482	\$ 1,590.60
42	642	Chevron Marking, Type 1	FT	\$ 3.00	127	\$ 381.00
43	642	Lane Arrow, Type 1	EACH	\$ 500.00	6	\$ 3,000.00
44	642	Wrong Way Arrow, Type 1	EACH	\$ 500.00	2	\$ 1,000.00
45	642	Dotted Line, 6", Type 1	FT	\$ 1.00	310	\$ 310.00
TRAFFIC SIGNALS				\$	15,000.00	
46	632	Signalization, Misc.: Butler/Cleveland Modifications	LS	\$ 15,000.00	1	\$ 15,000.00
LANDSCAPING				\$	20,000.00	
47	661	Planting, Misc.:	LS	\$ 20,000.00	1	\$ 20,000.00
(TOTAL CONSTRUCTION COST WITHOUT INCIDENTALS)					\$	1,057,541.05

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
ENGINEER'S ESTIMATE - ALTERNATIVE 2 "UPGRADE"
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
4150 Belden Village Street, Suite 104
Canton OH 44718 USA
tel 330 491 9000
ibigroup.com

REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
INCIDENTALS					\$	296,000.00
48	614	Maintaining Traffic	LS	\$ 20,000.00	1	\$ 20,000.00
49	623	Construction Layout Stakes and Surveying	LS	\$ 10,000.00	1	\$ 10,000.00
50	624	Mobilization	LS	\$ 40,000.00	1	\$ 40,000.00
51	--	Design Contingency (20%)	LS	\$ 226,000.00	1	\$ 226,000.00
SUBTOTAL					SUBTOTAL	
(W/ INCIDENTALS)					\$	1,353,542.00
INFLATION (5.02%)					\$	67,948.00
CONSTRUCTION TOTAL (2024 COST)					\$	1,421,490.00
CONSTRUCTION CONTINGENCY (10%)					\$	142,149.00
ESTIMATED TOTAL w/ CONTIGENCY (2024 COST)					\$	1,563,639.00

EXHIBIT "A"

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
ENGINEER'S ESTIMATE - ALTERNATIVE 3 "HYBRID"
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
4150 Belden Village Street, Suite 104
Canton OH 44718 USA
tel 330 491 9000
ibigroup.com

REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
ROADWAY				\$	168,258.50	
1	202	Pavement Removed	SY	\$ 10.50	7,264	\$ 76,272.00
2	202	Walk Removed	SF	\$ 12.00	232	\$ 2,784.00
3	202	Curb Removed	FT	\$ 5.50	350	\$ 1,925.00
4	202	Pipe Removed, 24" and Under	FT	\$ 20.00		\$ -
5	202	Catch Basin Removed	EACH	\$ 500.00		\$ -
6	203	Excavation	CY	\$ 25.00	1,397	\$ 34,925.00
7	203	Embankment	CY	\$ 21.00	182	\$ 3,822.00
8	204	Subgrade Compaction	SY	\$ 2.50	5,873	\$ 14,682.50
9	204	Proof Rolling	HOUR	\$ 250.00	3	\$ 750.00
10	608	4" Concrete Walk	SF	\$ 18.00	1,561	\$ 28,098.00
11	608	Curb Ramp	SF	\$ 26.00		\$ -
12	622	Barrier, Misc.: Relocate Ex. Portable Barrier	LS	\$ 5,000.00	1	\$ 5,000.00
DRAINAGE				\$	35,213.00	
13	605	4" Base Pipe Underdrains with Geotextile Fabric	FT	\$ 13.50	1,198	\$ 16,173.00
14	611	4" Conduit, Type F for Underdrain Outlet	FT	\$ 26.00	60	\$ 1,560.00
15	611	10" Conduit, Type B	FT	\$ 75.00		\$ -
16	611	10" Conduit, Type C	FT	\$ 65.00		\$ -
17	611	15" Conduit, Type B	FT	\$ 135.00	48	\$ 6,480.00
18	611	Catch Basin Adjusted to Grade	EACH	\$ 500.00	7	\$ 3,500.00
19	611	Catch Basin, No. 3	EACH	\$ 4,000.00		\$ -
20	611	Catch Basin, No. 3A	EACH	\$ 3,000.00		\$ -
21	611	Catch Basin, No. 6	EACH	\$ 2,500.00		\$ -
22	611	Catch Basin, No. 2-2A	EACH	\$ 2,500.00	3	\$ 7,500.00

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
ENGINEER'S ESTIMATE - ALTERNATIVE 3 "HYBRID"
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
4150 Belden Village Street, Suite 104
Canton OH 44718 USA
tel 330 491 9000
ibigroup.com

REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
PAVEMENT				\$	358,762.00	
23	252	Full Depth Pavement Sawing	FT	\$ 5.00	3,161	\$ 15,805.00
24	301	Asphalt Concrete Base, PG64-22, (449) [T = 6"]	CY	\$ 180.00	917	\$ 165,060.00
25	304	Aggregate Base [T - 6"]	CY	\$ 68.00	947	\$ 64,396.00
26	407	Non-Tracking Tack Coat	GAL	\$ 3.75	592	\$ 2,220.00
27	411	Stabilized Crushed Aggregate [T = 3"]	CY	\$ 110.00	14	\$ 1,540.00
28	441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22 [T = 1.25"]	CY	\$ 262.00	187	\$ 48,994.00
29	441	Asphalt Concrete Intermediate Course, Type 2, (448) [T = 1.75"]	CY	\$ 211.00	262	\$ 55,282.00
30	452	8" Non-Reinforced Concrete Pavement, Class QC 1P [Driveways]	SY	\$ 75.00	19	\$ 1,425.00
31	452	9" Non-Reinforced Concrete Pavement, Class QC 1P	SY	\$ 80.00		\$ -
32	609	Curb, Type 6	FT	\$ 20.00	202	\$ 4,040.00
LIGHTING				\$	-	
33	625	Lighting, Misc.:	LS	\$ 100,000.00		\$ -
TRAFFIC CONTROL				\$	36,275.15	
34	630	Signing, Misc.:	LS	\$ 15,000.00	1	\$ 15,000.00
35	630	Signing, Misc.: Removal of Variable Lane Control Signage	LS	\$ 2,000.00	1	\$ 2,000.00
36	642	Edge Line, 6" Type 1	MILE	\$ 10,000.00	0.74	\$ 7,400.00
37	642	Center Line, Type 1	MILE	\$ 15,000.00	0.19	\$ 2,850.00
38	642	Channelizing Line, 8", Type 1	FT	\$ 2.65	553	\$ 1,465.45
39	642	Stop Line, Type 1	FT	\$ 7.20	90	\$ 648.00
40	642	Crosswalk Line, 12" Type 1	FT	\$ 8.60	122	\$ 1,049.20
41	642	Transverse/Diagonal Line, Type 1	FT	\$ 3.30	405	\$ 1,336.50
42	642	Chevron Marking, Type 1	FT	\$ 3.00	127	\$ 381.00
43	642	Lane Arrow, Type 1	EACH	\$ 500.00	6	\$ 3,000.00
44	642	Wrong Way Arrow, Type 1	EACH	\$ 500.00	2	\$ 1,000.00
45	642	Dotted Line, 6", Type 1	FT	\$ 1.00	145	\$ 145.00
TRAFFIC SIGNALS				\$	15,000.00	
46	632	Signalization, Misc.: Butler/Cleveland Modifications	LS	\$ 15,000.00	1	\$ 15,000.00
LANDSCAPING				\$	20,000.00	
47	661	Planting, Misc.:	LS	\$ 20,000.00	1	\$ 20,000.00
(TOTAL CONSTRUCTION COST WITHOUT INCIDENTALS)					\$	633,508.65

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
ENGINEER'S ESTIMATE - ALTERNATIVE 3 "HYBRID"
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
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REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
INCIDENTALS					\$	187,000.00
48	614	Maintaining Traffic	LS	\$ 20,000.00	1	\$ 20,000.00
49	623	Construction Layout Stakes and Surveying	LS	\$ 10,000.00	1	\$ 10,000.00
50	624	Mobilization	LS	\$ 20,000.00	1	\$ 20,000.00
51	--	Design Contingency (20%)	LS	\$ 137,000.00	1	\$ 137,000.00
SUBTOTAL					SUBTOTAL	
(W/ INCIDENTALS)					\$	820,509.00
INFLATION (5.02%)					\$	41,190.00
CONSTRUCTION TOTAL (2024 COST)					\$	861,699.00
CONSTRUCTION CONTINGENCY (10%)					\$	86,170.00
ESTIMATED TOTAL w/ CONTINGENCY (2024 COST)					\$	947,869.00

EXHIBIT "A"

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
OPTIONAL BID - REMOVAL OF VARIABLE LANE INFRASTRUCTURE
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
4150 Belden Village Street, Suite 104
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REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
ROADWAY				\$ -		
1	202	Pavement Removed	SY	\$ 10.50		\$ -
2	202	Walk Removed	SF	\$ 12.00		\$ -
3	202	Curb Removed	FT	\$ 5.50		\$ -
4	202	Pipe Removed, 24" and Under	FT	\$ 20.00		\$ -
5	202	Catch Basin Removed	EACH	\$ 500.00		\$ -
6	203	Excavation	CY	\$ 25.00		\$ -
7	203	Embankment	CY	\$ 21.00		\$ -
8	204	Subgrade Compaction	SY	\$ 2.50		\$ -
9	204	Proof Rolling	HOUR	\$ 250.00		\$ -
10	608	4" Concrete Walk	SF	\$ 18.00		\$ -
11	608	Curb Ramp	SF	\$ 26.00		\$ -
12	622	Barrier, Misc.: Relocate Ex. Portable Barrier	LS	\$ 5,000.00		\$ -
DRAINAGE				\$ -		
13	605	4" Base Pipe Underdrains with Geotextile Fabric	FT	\$ 13.50		\$ -
14	611	4" Conduit, Type F for Underdrain Outlet	FT	\$ 26.00		\$ -
15	611	10" Conduit, Type B	FT	\$ 75.00		\$ -
16	611	10" Conduit, Type C	FT	\$ 65.00		\$ -
17	611	15" Conduit, Type B	FT	\$ 135.00		\$ -
18	611	Catch Basin Adjusted to Grade	EACH	\$ 500.00		\$ -
19	611	Catch Basin, No. 3	EACH	\$ 4,000.00		\$ -
20	611	Catch Basin, No. 3A	EACH	\$ 3,000.00		\$ -
21	611	Catch Basin, No. 6	EACH	\$ 2,500.00		\$ -
22	611	Catch Basin, No. 2-2A	EACH	\$ 2,500.00		\$ -

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
OPTIONAL BID - REMOVAL OF VARIABLE LANE INFRASTRUCTURE
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



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REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
PAVEMENT				\$	-	
23	252	Full Depth Pavement Sawing	FT	\$ 5.00		\$ -
24	301	Asphalt Concrete Base, PG64-22, (449) [T = 6"]	CY	\$ 180.00		\$ -
25	304	Aggregate Base [T - 6"]	CY	\$ 68.00		\$ -
26	407	Non-Tracking Tack Coat	GAL	\$ 3.75		\$ -
27	411	Stabilized Crushed Aggregate [T = 3"]	CY	\$ 110.00		\$ -
28	441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22 [T = 1.25"]	CY	\$ 262.00		\$ -
29	441	Asphalt Concrete Intermediate Course, Type 2, (448) [T = 1.75"]	CY	\$ 211.00		\$ -
30	452	8" Non-Reinforced Concrete Pavement, Class QC 1P [Driveways]	SY	\$ 75.00		\$ -
31	452	9" Non-Reinforced Concrete Pavement, Class QC 1P	SY	\$ 80.00		\$ -
32	609	Curb, Type 6	FT	\$ 20.00		\$ -
LIGHTING				\$	-	
33	625	Lighting, Misc.:	LS	\$ 100,000.00		\$ -
TRAFFIC CONTROL				\$	28,000.00	
34	630	Signing, Misc.:	LS	\$ 15,000.00		\$ -
35	630	Signing, Misc.: Removal of Variable Lane Control	LS	\$ 28,000.00	1	\$ 28,000.00
36	642	Edge Line, 6" Type 1	MILE	\$ 10,000.00		\$ -
37	642	Center Line, Type 1	MILE	\$ 15,000.00		\$ -
38	642	Channelizing Line, 8", Type 1	FT	\$ 2.65		\$ -
39	642	Stop Line, Type 1	FT	\$ 7.20		\$ -
40	642	Crosswalk Line, 12" Type 1	FT	\$ 8.60		\$ -
41	642	Transverse/Diagonal Line, Type 1	FT	\$ 3.30		\$ -
42	642	Chevron Marking, Type 1	FT	\$ 3.00		\$ -
43	642	Lane Arrow, Type 1	EACH	\$ 500.00		\$ -
44	642	Wrong Way Arrow, Type 1	EACH	\$ 500.00		\$ -
45	642	Dotted Line, 6", Type 1	FT	\$ 1.00		\$ -
TRAFFIC SIGNALS				\$	-	
46	632	Signalization, Misc.: Butler/Cleveland Modifications	LS	\$ 5,000.00		\$ -
LANDSCAPING				\$	-	
47	661	Planting, Misc.:	LS	\$ 20,000.00		\$ -
(TOTAL CONSTRUCTION COST WITHOUT INCIDENTALS)					\$	28,000.00

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
OPTIONAL BID - REMOVAL OF VARIABLE LANE INFRASTRUCTURE
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
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REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
INCIDENTALS					\$	6,000.00
48	614	Maintaining Traffic	LS			\$ -
49	623	Construction Layout Stakes and Surveying	LS			\$ -
50	624	Mobilization	LS			\$ -
51	--	Design Contingency (20%)	LS	\$ 6,000.00	1	\$ 6,000.00
SUBTOTAL					SUBTOTAL	
(W/ INCIDENTALS)					\$	34,000.00
INFLATION (5.02%)					\$	1,707.00
CONSTRUCTION TOTAL (2024 COST)					\$	35,707.00
CONSTRUCTION CONTINGENCY (10%)					\$	3,571.00
ESTIMATED TOTAL w/ CONTIGENCY (2024 COST)					\$	39,278.00

EXHIBIT "A"

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
OPTIONAL BID - FRONTAGE ROAD RECONSTRUCTION
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
4150 Belden Village Street, Suite 104
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tel 330 491 9000
ibigroup.com

REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
ROADWAY					\$	39,500.00
1	202	Pavement Removed	SY	\$ 10.50	3,000	\$ 31,500.00
2	202	Walk Removed	SF	\$ 12.00		\$ -
3	202	Curb Removed	FT	\$ 5.50		\$ -
4	202	Pipe Removed, 24" and Under	FT	\$ 20.00		\$ -
5	202	Catch Basin Removed	EACH	\$ 500.00		\$ -
6	203	Excavation	CY	\$ 25.00		\$ -
7	203	Embankment	CY	\$ 21.00		\$ -
8	204	Subgrade Compaction	SY	\$ 2.50	3,000	\$ 7,500.00
9	204	Proof Rolling	HOUR	\$ 250.00	2	\$ 500.00
10	608	4" Concrete Walk	SF	\$ 18.00		\$ -
11	608	Curb Ramp	SF	\$ 26.00		\$ -
12	622	Barrier, Misc.: Relocate Ex. Portable Barrier	LS	\$ 5,000.00		\$ -
DRAINAGE					\$	-
13	605	4" Base Pipe Underdrains with Geotextile Fabric	FT	\$ 13.50		\$ -
14	611	4" Conduit, Type F for Underdrain Outlet	FT	\$ 26.00		\$ -
15	611	10" Conduit, Type B	FT	\$ 75.00		\$ -
16	611	10" Conduit, Type C	FT	\$ 65.00		\$ -
17	611	15" Conduit, Type B	FT	\$ 135.00		\$ -
18	611	Catch Basin Adjusted to Grade	EACH	\$ 500.00		\$ -
19	611	Catch Basin, No. 3	EACH	\$ 4,000.00		\$ -
20	611	Catch Basin, No. 3A	EACH	\$ 3,000.00		\$ -
21	611	Catch Basin, No. 6	EACH	\$ 2,500.00		\$ -
22	611	Catch Basin, No. 2-2A	EACH	\$ 2,500.00		\$ -

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
OPTIONAL BID - FRONTAGE ROAD RECONSTRUCTION
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
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ibigroup.com

REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
PAVEMENT				\$	274,000.00	
23	252	Full Depth Pavement Sawing	FT	\$ 5.00		\$ -
24	301	Asphalt Concrete Base, PG64-22, (449) [T = 6"]	CY	\$ 180.00		\$ -
25	304	Aggregate Base [T - 6"]	CY	\$ 68.00	500	\$ 34,000.00
26	407	Non-Tracking Tack Coat	GAL	\$ 3.75		\$ -
27	411	Stabilized Crushed Aggregate [T = 3"]	CY	\$ 110.00		\$ -
28	441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22 [T = 1.25"]	CY	\$ 262.00		\$ -
29	441	Asphalt Concrete Intermediate Course, Type 2, (448) [T = 1.75"]	CY	\$ 211.00		\$ -
30	452	8" Non-Reinforced Concrete Pavement, Class QC 1P [Driveways]	SY	\$ 75.00		\$ -
31	452	9" Non-Reinforced Concrete Pavement, Class QC 1P	SY	\$ 80.00	3,000	\$ 240,000.00
32	609	Curb, Type 6	FT	\$ 20.00		\$ -
LIGHTING				\$	-	
33	625	Lighting, Misc.:	LS	\$ 100,000.00		\$ -
TRAFFIC CONTROL				\$	2,500.00	
34	630	Signing, Misc.:	LS	\$ 15,000.00		\$ -
35	630	Signing, Misc.: Removal of Variable Lane Control	LS	\$ 2,000.00		\$ -
36	642	Edge Line, 6" Type 1	MILE	\$ 10,000.00	0.1	\$ 1,000.00
37	642	Center Line, Type 1	MILE	\$ 15,000.00	0.1	\$ 1,500.00
38	642	Channelizing Line, 8", Type 1	FT	\$ 2.65		\$ -
39	642	Stop Line, Type 1	FT	\$ 7.20		\$ -
40	642	Crosswalk Line, 12" Type 1	FT	\$ 8.60		\$ -
41	642	Transverse/Diagonal Line, Type 1	FT	\$ 3.30		\$ -
42	642	Chevron Marking, Type 1	FT	\$ 3.00		\$ -
43	642	Lane Arrow, Type 1	EACH	\$ 500.00		\$ -
44	642	Wrong Way Arrow, Type 1	EACH	\$ 500.00		\$ -
45	642	Dotted Line, 6", Type 1	FT	\$ 1.00		\$ -
TRAFFIC SIGNALS				\$	-	
46	632	Signalization, Misc.: Butler/Cleveland Modifications	LS	\$ 5,000.00		\$ -
LANDSCAPING				\$	-	
47	661	Planting, Misc.:	LS	\$ 20,000.00		\$ -
(TOTAL CONSTRUCTION COST WITHOUT INCIDENTALS)					\$	316,000.00

**BUTLER STREET RECONSTRUCTION
CONCEPTUAL ALTERNATIVES STUDY
OPTIONAL BID - FRONTAGE ROAD RECONSTRUCTION
FINAL SUBMITTAL COST ESTIMATE - 1/18/2022**



IBI GROUP
4150 Belden Village Street, Suite 104
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ibigroup.com

REF	ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
					EQ	COST
INCIDENTALS					\$	-
48	614	Maintaining Traffic	LS			\$ -
49	623	Construction Layout Stakes and Surveying	LS			\$ -
50	624	Mobilization	LS			\$ -
51	--	Design Contingency (20%)	LS			\$ -
SUBTOTAL					SUBTOTAL	
(W/ INCIDENTALS)					\$	316,000.00
INFLATION (5.02%)					\$	15,863.00
CONSTRUCTION TOTAL (2024 COST)					\$	331,863.00
CONSTRUCTION CONTINGENCY (10%)					\$	33,186.00
ESTIMATED TOTAL w/ CONTIGENCY (2024 COST)					\$	365,049.00

EXHIBIT "A"

FY 2023-2027 Business Plan Inflation Calculator:

[Not sure if you have the latest calculator? Click here.](#)

Last Modified: 7/25/2022

Today's Date:
January 10, 2023

Please Enter Values in the Yellow Areas Only:

Estimation Start Date:

Less than or Equal to Today's Date
(mm/dd/yyyy)

2023-01-10

Start Date:

Enter Construction Mid-Point Date:

(cannot exceed 01/10/2048)
(mm/dd/yyyy)

2024-01-01

Construction Mid-Point Date:

Present-Day Estimated Cost:

\$100.00

Estimated Dollar Amount:

Estimate Start Date to Construction Mid-Point Date:

12

Months

Inflation - Start to Mid-Point of Construction:

(compounded growth rate)

Business Plan

5.0%

Inflated Dollar Amount:

\$105.02

Estimator's Name:

County - Route - Section:

Butler Street Reconstruction - Conceptual Alternatives Study

PID:

--

Estimator's Notes:

Final Study Submittal

EXHIBIT "A"

APPENDIX E

IMPERVIOUS AREA REDUCTION CALCULATIONS

BUTLER STREET RECONSTRUCTION - IMPERVIOUS AREA REDUCTION CALCULATIONS

ALTERNATIVE 1 - "BARE-BONES"

Ohio EPA General Permit Part III.G.2.e:

Previously Developed Areas:

Ohio EPA encourages the redevelopment of previously graded, paved or built upon sites through a reduction of the WQv treatment requirement. For a previously developed area, one or a combination of the following two conditions shall be met:

- A 20 percent net reduction of the site's volumetric runoff coefficient through impervious area reduction with soil restoration or replacing impervious roof area with green roof area (for these purposes green roofs shall be considered pervious surface) or
- Treatment of 20 percent of the WQv for the previously developed area using a practice meeting Table 4a/4b criteria.

OEPA General Permit Equation 2:

Rv = Volumetric Runoff Coefficient

$$Rv = 0.05 + 0.9i$$

i = fraction of impervious area

Alternative 1 - "Bare-Bones"

Project EDA

$$EDA = 68,500sf = 1.57 \text{ Ac}$$

Existing Volumetric Runoff Coefficient (Rve) Calculations:

$$R/W \text{ Area} = 106,436sf = 2.44 \text{ Ac}$$

$$\text{Pre-Construction Impervious} = 77,485sf = 1.78 \text{ Ac}$$

$$Rve = 0.05 + 0.9 * (1.78 / 2.44) = 0.707$$

Proposed Volumetric Runoff Coefficient (Rvp) Calculations:

$$R/W \text{ Area} = 106,436sf = 2.44 \text{ Ac}$$

$$\text{Post-Construction Impervious} = 54,992sf = 1.26 \text{ Ac}$$

$$Rvp = 0.05 + 0.9 * (1.26 / 2.44) = 0.515$$

Volumetric Runoff Coefficient Reduction

$$(Rve - Rvp) / Rve = (0.707 - 0.515) / 0.707 = 27.2\% \text{ <-- Meets OEPA Impervious Reduction Threshold of 20\%}$$

EXHIBIT "A"

BUTLER STREET RECONSTRUCTION - IMPERVIOUS AREA REDUCTION CALCULATIONS

ALTERNATIVE 2 - "UPGRADE"

Ohio EPA General Permit Part III.G.2.e:

Previously Developed Areas:

Ohio EPA encourages the redevelopment of previously graded, paved or built upon sites through a reduction of the WQv treatment requirement. For a previously developed area, one or a combination of the following two conditions shall be met:

- A 20 percent net reduction of the site's volumetric runoff coefficient through impervious area reduction with soil restoration or replacing impervious roof area with green roof area (for these purposes green roofs shall be considered pervious surface) or
- Treatment of 20 percent of the WQv for the previously developed area using a practice meeting Table 4a/4b criteria.

OEPA General Permit Equation 2:

Rv = Volumetric Runoff Coefficient

$$Rv = 0.05 + 0.9i$$

i = fraction of impervious area

Alternative 2 - "Upgrade"

Project EDA

$$EDA = 76,750sf = 1.76 \text{ Ac}$$

Existing Volumetric Runoff Coefficient (Rve) Calculations:

$$R/W \text{ Area} = 106,436sf = 2.44 \text{ Ac}$$

$$\text{Pre-Construction Impervious} = 77,485sf = 1.78 \text{ Ac}$$

$$Rve = 0.05 + 0.9 * (1.78 / 2.44) = 0.707$$

Proposed Volumetric Runoff Coefficient (Rvp) Calculations:

$$R/W \text{ Area} = 106,436sf = 2.44 \text{ Ac}$$

$$\text{Post-Construction Impervious} = 58,431sf = 1.34 \text{ Ac}$$

$$Rvp = 0.05 + 0.9 * (1.34 / 2.44) = 0.544$$

Volumetric Runoff Coefficient Reduction

$$(Rve - Rvp) / Rve = (0.707 - 0.544) / 0.707 = 23.1\% \text{ <-- Meets OEPA Impervious Reduction Threshold of 20\%}$$

EXHIBIT "A"

EXHIBIT "A"

APPENDIX C TASK BREAKDOWN

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES AND HOURLY RATES FOR CITY OF SANDUSKY
Butler Street Reconstruction

CONSULTANT: IBI Group

PROJECT DESCRIPTION: Assist City of Sandusky with engineering services for the proposed reconstruction along Butler Street.

HOURLY RATES		Proposal Date:	2023-02-15
Project Manager	\$170.00		
Sr. Traffic Engineer	\$160.00		
Roadway Engineer	\$135.00		
Design Technician	\$100.00		
Surveyor	\$135.00		
Survey Crew (2-man)	\$160.00		

Task Description	No. Shts	Project Manager	Sr. Traffic Engineer	Roadway Engineer	Design Technician	Surveyor	Survey Crew (2-man)	Overall Total Hours	Direct Costs	Sub Costs	Total Costs	Justification - ODOT Fee Guidance Low Rate unless noted otherwise
Authorized Services												
2.3 Field Survey & Basemapping												
2.3.A.A - Project Control, Benchmarks and Reference Points	0	0	0	0	0	4	28	32	\$0	\$0	\$5,020	2.3.A.A - 16 hours per monument; 2 monuments estimated
2.3.A.B.1 - Monumentation Recovery - Ex Centerline and R/W	0	0	0	0	0	2	8	10	\$0	\$0	\$1,550	2.3.A.B.1 - 40 hours per mile; estimate 0.5 miles
2.3.A.B.2 - Monumentation Recovery - Property Lines	0	0	0	0	0	2	8	10	\$0	\$0	\$1,550	2.3.A.B.2 - 16 hours per 1 owner; 24 owners x 16 = 384; assume that property lines will be drawn in from the Auditor's website with minimal field check; R/W is not anticipated.
2.3.A.C - Base Mapping (incl. field verify.)	0	1	0	8	31	5	48	93	\$0	\$0	\$12,705	2.3.A.C - 16 hours per 0.1 mile of project length; assume 0.5 miles @ 8 hours/0.1 mile
2.3.G.A Utility Coordination and Documentation	0	0	0	8	0	0	0	8	\$0	\$0	\$1,080	Assume 8 hours/project
2.3 Field Survey & Basemapping	0	1	0	16	31	13	92	153	\$0	\$0	\$21,905	
2.7 Stage 1 Design	Note: first submittal will be combined S1/2. All tasks still are included.											
2.7.A.A - Title Sheet	1	0	0	2	6	0	0	8	\$0	\$0	\$870	2.7.A.A 8 hours
2.7.A.B - Schematic Plan	1	1	0	3	16	0	0	20	\$0	\$0	\$2,175	2.7.A.B 20 hours/sheet; assume 1 100-scale sheet
2.7.A.C - General Notes	3	1	0	3	8	0	0	12	\$0	\$0	\$1,375	2.7.A.C 4 hours/sheet
2.7.A.D - Typical Sections	2	1	0	4	25	0	0	30	\$0	\$0	\$3,210	2.7.A.D 6/section; assume 5 typical: existing, median w/ inverted lanes, median w/ normal lanes, 3 lanes @ Cleveland, walk along Williams Alley
2.7.A.E - Cross Sections	18	2	0	24	82	0	0	108	\$0	\$0	\$11,780	2.7.A.E 2 hours/section; assume 5-scale sections for 2,600' project @ 50' spacing --> 52 sections + 2 existing = 54 sections @ 3/sheet --> 18 sheets
2.7.A.F - Plan and Profile Sheets	6	2	0	16	126	0	0	144	\$0	\$0	\$15,100	2.7.A.F 24 hours/sheet; assume 20-scale P&Ps for 3,000' project (covering Frontage Road and U250 ramp also) --> 6 sheets
2.7.A.I - Superelevation Table	2	1	0	3	20	0	0	24	\$0	\$0	\$2,575	2.7.A.I 12 hours/sheet; assume 2 sheets to transition from bifurcated section to inverted section & inverted to normal 3-lane
2.7.A.J - Intersection Details	1	1	0	3	20	0	0	24	\$0	\$0	\$2,575	2.7.A.J 12 hours/intersection; assume one 10-scale sheet to cover Williams Alley and Cleveland Road intersections
2.7.A.L - Driveway Details	2	1	0	3	12	0	0	16	\$0	\$0	\$1,775	2.7.A.L 4 hours/drive; assume 4 drives
2.7.A.N - Traffic Control	3	1	14	3	0	0	0	18	\$0	\$0	\$2,815	2.7.A.N 5-8 hours/sheet; assume 20-scale double plan view sheets for 3,000' project (covering Frontage Road and U250 ramp also) --> 3 sheets
2.7.B.A - Storm Sewer Profiles	0	1	0	3	9	0	0	13	\$0	\$0	\$1,475	2.7.B.A 0.5 hours/station; assume 2,600' project --> 26 stations
2.7.B.D.2 - Drainage Calculations - Ditches	0	0	0	4	9	0	0	13	\$0	\$0	\$1,440	2.7.B.D.2 0.5 hours/station; assume 2,600' project --> 26 stations
2.7.B.D.3 - Drainage Calculations - Storm Sewer	0	0	0	4	9	0	0	13	\$0	\$0	\$1,440	2.7.B.D.3 0.5 hours/station; assume 2,600' project --> 26 stations
2.7.C.A - Utility Coordination and Documentation	0	0	0	8	0	0	0	8	\$0	\$0	\$1,080	2.7.C.A 8 hours/project
2.7.C.D - Add Utilities to Plan/Profile Sheets	0	1	0	3	8	0	0	12	\$0	\$0	\$1,375	2.7.C.D 2 hours/sheet for P&Ps
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements	0	1	0	3	0	0	0	4	\$0	\$0	\$575	2.7.G.C assume 4 hours to coordinate pavement design and subgrade drainage with PS Construction Fabrics and City
2.7.H.A - Roadway Costs	0	1	0	3	20	0	0	24	\$0	\$0	\$2,575	2.7.H.A 24 hours/project
2.7.J.A - Detour Plan	0	1	2	0	5	0	0	8	\$0	\$0	\$990	2.7.J.A 8 hours/detour; assume southbound Butler detour
2.7.J.D - MOT Coordination Discussions	0	7	7	0	0	0	0	14	\$0	\$0	\$2,310	2.7.J.D 14 hours/meeting; assume 1 meeting
2.7 Stage 1 Design	39	23	23	92	375	0	0	513	\$0	\$0	\$57,510	
2.8 - Project Management for Preliminary Engineering Phase												
2.8.A - Meetings	0	4	0	4	0	0	0	8	\$0	\$0	\$1,220	Assume 1 meeting with 2 people for in-person plan review
2.8.B - General Oversight (3 months)	0	15	0	15	0	0	0	30	\$0	\$0	\$4,575	2.8.B 10 hours/month
2.8 - Project Management for Preliminary Engineering Phase	0	19	0	19	0	0	0	38	\$0	\$0	\$5,795	
3. Environmental Engineering Phase												
3.3 Stage 2 Design & 3.8 Cost Estimate												
3.3.A - Stage 2 Design & 3.8 Cost Estimate												See Section 2.7 for assumptions
3.3.A.C - General Notes	3	1	0	1	10	0	0	12	\$0	\$0	\$1,305	3.3.A.C 8 hours/sheet; 4 hours/sheet used
3.3.A.D - Typical Sections	2	0	0	2	3	0	0	5	\$0	\$0	\$570	3.3.A.D 2 hours/section; 1 hour/section used
3.3.A.E - Plan and Profile Sheets	6	1	0	2	21	0	0	24	\$0	\$0	\$2,540	3.3.A.E 8 hours/sheet; 4 hours/sheet used
3.3.A.H - Cross Sections	18	1	0	4	22	0	0	27	\$0	\$0	\$2,910	3.3.A.H 1 hour/section; 1/2 hour/section used
3.3.A.I - Intersection Details	1	0	0	2	10	0	0	12	\$0	\$0	\$1,270	3.3.A.I 12 hours/intersection; 6 hours/intersection used
3.3.B - Drainage												
3.3.B.A - Storm Sewer Profiles	0	1	0	1	4	0	0	6	\$0	\$0	\$705	3.3.B.A 0.25 hours/station
3.3.B.D - Underdrain details	0	1	0	1	4	0	0	6	\$0	\$0	\$705	3.3.B.D 0.25 hours/station
3.3.C - Traffic Control												
3.3.C.A - Pavement Marking Plan & Signing Plan	3	2	14	8	0	0	0	24	\$0	\$0	\$3,660	3.3.C.A 5-7 hours/sheet; assume 8 hours/sheet for combined signing & marking plans
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes	2	1	5	2	0	0	0	8	\$0	\$0	\$1,240	3.3.E.A 4 hours/sheet; assume 2 sheets
3.3.E.G.1 - Temporary Signal Details - Adjustments of Heads, Timing & Detection	1	1	10	1	0	0	0	12	\$0	\$0	\$1,905	3.3.E.G.1 20 hours/signal/phase; assume Butler/Cleveland heads will need shifted; use 4 hours per
3.3.E.J - MOT Coordination Discussions	0	7	7	0	0	0	0	14	\$0	\$0	\$2,310	3.3.E.J 14 hours/meeting; assume 1 meeting
3.3.G - Landscape Plan and Details												
3.3.G.A - Landscape Plan and Details	0	1	0	8	0	0	0	9	\$0	\$0	\$1,250	Assume landscaping will be detailed in P&P sheets; additional time added for detailing; coordination w/ City will be required for plan/tree selections
3.3.A - Stage 2 Design & 3.8 Cost Estimate	36	17	36	32	74	0	0	159	\$0	\$0	\$20,370	
3.9 - Project Management for Environmental Engineering Phase												
3.9.A - Meetings	0	4	0	4	0	0	0	8	\$0	\$0	\$1,220	Assume 1 meeting with 2 people for in-person plan review
3.9.B - General Oversight (1 month)	0	5	0	5	0	0	0	10	\$0	\$0	\$1,525	3.9.B 10 hours/month
3.9 - Project Management for Environmental Engineering Phase	0	9	0	9	0	0	0	18	\$0	\$0	\$2,745	

Total 2 & 3. Preliminary & Environmental Engineering Phases	69	59	168	480	13	92	881	\$0	\$0	\$108,325
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DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES AND HOURLY RATES FOR CITY OF SANDUSKY
Butler Street Reconstruction

CONSULTANT: IBI Group

PROJECT DESCRIPTION: Assist City of Sandusky with engineering services for the proposed reconstruction along Butler Street.

HOURLY RATES		Proposal Date:	2023-02-15
Project Manager	\$170.00		
Sr. Traffic Engineer	\$160.00		
Roadway Engineer	\$135.00		
Design Technician	\$100.00		
Surveyor	\$135.00		
Survey Crew (2-man)	\$160.00		

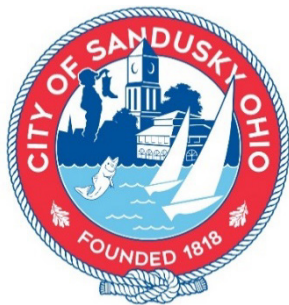
Task Description	No. Shts	Project Manager	Sr. Traffic Engineer	Roadway Engineer	Design Technician	Surveyor	Survey Crew (2-man)	Overall Total Hours	Direct Costs	Sub Costs	Total Costs	Justification - ODOT Fee Guidance Low Rate unless noted otherwise
4. Final Engineering Phase												
4.2 - Stage 3 Detailed Design Plans & 4.3 Cost Estimate												
4.2.A - Quantities and Notes												
4.2.A.A - Pavement Subsummary	1	0	0	4	8	0	0	12	\$0	\$0	\$1,340	4.2.A.A 12 hours/sheet
4.2.A.B - Drainage Subsummary	1	0	0	4	4	0	0	8	\$0	\$0	\$940	4.2.A.B 8 hours/sheet; 4 hours/sheet used
4.2.A.C - Roadway Subsummary	1	0	0	6	12	0	0	18	\$0	\$0	\$2,010	4.2.A.C 18 hours/sheet
4.2.A.F - Pavement Marking Subsummary	1	0	4	0	13	0	0	17	\$0	\$0	\$1,940	4.2.A.F 17 hours/subsummary sheet
4.2.A.G - Signing Subsummary	1	0	4	0	13	0	0	17	\$0	\$0	\$1,940	4.2.A.G 17 hours/subsummary sheet
4.2.A.L - Landscape Subsummary	1	0	0	2	6	0	0	8	\$0	\$0	\$870	4.2.A.L 8 hours/subsummary sheet
4.2.A.M - General Summary Sheet	3	4	0	50	0	0	0	54	\$0	\$0	\$7,430	4.2.A.M 18 hours/sheet; assume 3 sheets
4.2.A.P - General Notes	3	1	0	3	8	0	0	12	\$0	\$0	\$1,375	4.2.A.P 4 hours/sheet
4.2.A.Q - Driveway Subsummary or Driveway Details	2	0	0	2	8	0	0	10	\$0	\$0	\$1,070	4.2.A.Q 8 hours + 0.5 hours/drive
4.2.C - Signing Plans												
4.2.C.A - Signing Plans	3	1	6	2	0	0	0	9	\$0	\$0	\$1,400	4.2.C.A 3 hours/sheet; assume combined signing & marking plans
4.2.D - Miscellaneous												
4.2.D.G - Title Sheet	1	1	0	3	4	0	0	8	\$0	\$0	\$975	4.2.D.G 8 hours
4.3 - Prepare Cost Estimates and Revise Milestone												
4.3.A - Roadway Costs	0	4	0	12	0	0	0	16	\$0	\$0	\$2,300	4.3.A 16 hours/project
4.2 - Stage 3 Detailed Design Plans & 4.3 Cost Estimate	18	11	14	88	76	0	0	189	\$0	\$0	\$23,590	
4.4 - Final Plan Package												
4.4.A - Submission of Final Tracings and Documentation	0	4	0	10	0	0	0	14	\$0	\$0	\$2,030	4.4.A 0.25 hours/sheet
4.4 - Final Plan Package	0	4	0	10	0	0	0	14	\$0	\$0	\$2,030	
4.5 - Project Management for Final Engineering Phase												
4.5.B - General Oversight (1 month)	0	2	0	2	0	0	0	4	\$0	\$0	\$610	4.5.B 3-5 hours/month
4.5 - Project Management for Final Engineering Phase	0	2	0	2	0	0	0	4	\$0	\$0	\$610	

Total 4. Final Engineering Phase	17	14	100	76	0	0	0	207	\$0	\$0	\$26,230
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TOTAL AUTHORIZED SERVICES	86	73	268	556	13	92	1,088	\$0	\$0	\$134,555
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If-Authorized Services												
4.6 - Pre-Bid Activities												
4.6.A - Pre-Bid Questions	0	8	0	8	0	0	0	16	\$0	\$0	\$2,440	Placeholder amount provided for City of Sandusky consideration
4.6 - Pre-Bid Activities	0	8	0	8	0	0	0	16	\$0	\$0	\$2,440	
5 - Construction Phase												
5.1 - On-going Services during Construction	0	8	0	8	0	0	0	16	\$0	\$0	\$2,440	Placeholder amount provided for City of Sandusky consideration
5 - Construction Phase	0	8	0	8	0	0	0	16	\$0	\$0	\$2,440	

TOTAL IF-AUTHORIZED SERVICES	16	0	16	0	0	0	0	32	\$0	\$0	\$4,880
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DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: John Orzech, Interim City Manager

From: Joshua R. Snyder, P.E.

Date: February 16, 2023

Subject: Commission Agenda Item – Permission to Bid Fire Station 7 Roof Repair Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the bidding of the replacement of the roof at Fire Station 7, at 3816 Venice Road.

BACKGROUND INFORMATION:

Fire Station 7 building, constructed in 1966, is near the end of the life on what is likely its 2nd shingled roof. It is time for a 3rd shingled roof on this building. Work will entail installing all shingles, trim, flashing, boots, drip edge, tar paper, ridge cap, ridge vent work and associated appurtenances on the roof.

Reports are such that the existing shingles are so brittle and weathered, that some blow off every wind storm of significance. This subsequently causes leaks within the building. The drop ceiling and ceiling insulation was replaced with the HVAC project here in 2021. This investment is threatened every time leaks occur in the roofing. Maintenance staff spends time after every wind storm replacing sections of shingles. For these reasons, it is believed to be at the end of its useful life.

BUDGETARY INFORMATION: The total cost for this roof work is estimated at \$38,313.50. All funds will be coming from American Rescue Plan Act (ARPA) Stimulus funds.

ACTION REQUESTED: It is requested that legislation be approved for the expenditure of funds for the specific building items mentioned herein, in an amount not to exceed \$38,313.50 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to replace the roof as soon as possible and prevent further damage to the building.

I concur with this recommendation:

John Orzech
Interim City Manager

Aaron M. Klein, P.E.
Director

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED FIRE STATION #7 ROOF REPAIR 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, Fire Station #7 was constructed in 1966 and its 2nd shingled roof is nearing the end of its useful life and needs to be replaced as the shingles are so brittle and weathered that the City's Maintenance Staff spends time replacing shingles after every wind storm and the loss of shingles causes leaks within the building; and

WHEREAS, the proposed Fire Station #7 Roof Repair Projects involves installing all shingles, trim, flashing, boots, drip edge, tar paper, ridge cap, ridge vent work and associated appurtenances on the roof; and

WHEREAS, the estimated cost of the roof repair is \$38,313.50 and will be paid with American Rescue Plan Act (ARPA) Stimulus Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project quickly, receive competitive prices and award a contract so the roof can be replaced as soon as possible and prevent further damage to the building; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the 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 Fire Station #7 Roof Repair 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 Fire Station #7 Roof Repair 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 Fire Station #7 Roof Repair 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.

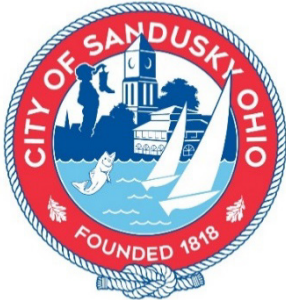
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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 27, 2023



COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: John Orzech, Interim City Manager

From: Colleen M. Gilson,
Chief Neighborhood Development Office/Interim Assistant City Manager

Date: February 16, 2023

Subject: Commission Agenda Item – Sale of Property Lot Split “A” of Permanent Parcel 56-00983.000

Items for Consideration: Legislation authorizing the City Manager to enter into a Purchase and Sale Agreement (the “Agreement”) with Aaron Jeffrey Cornell and Sunny Kay Nixon (the “Buyers”) for the sale of Lot Split “A” of Permanent Parcel Number 56-00983.000, located on Market Street (the “Property”).

Background Information:

The City of Sandusky entered into an Exclusive Right to Sell Agreement with Russell Real Estate for the sale of (3) vacant lots - Lot Split “A”, “B” and “C” of Permanent Parcel Number 56-00983.000 on Market Street (land formerly part of the Sandusky Cabinets site). The site has been owned by the City of Sandusky since 2009.

Aaron Jeffrey Cornell and Sunny Kay Nixon submitted an offer for Lot Split “A”. Terms of the Agreement call for the property to be sold for \$80,000 with a \$5,000.00 earnest deposit required within 5 days of execution of the Purchase and Sale Agreement and the balance paid at the time of transfer. Buyers, and their successors in title, agree to construct one (1) single-family residential dwelling on the Property. Buyers further agree to not install a vehicular access drive with egress to Market Street. Commencement of construction of the single-family residential dwelling shall occur within two (2) years from original purchase date of the Property and Purchaser shall endeavor to complete construction within twelve (12) months of start of construction.

Budgetary Information: The sales price per the Agreement is \$80,000. All sales proceeds will be deposited into the Real Estate Development Fund.

Action Requested: It is requested that legislation be passed approving the Agreement between the City and Aaron Jeffrey Cornell and Sunny Kay Nixon and for the City Manager to be permitted to execute any and all documents to effectuate the transfer. Further it is requested that the legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure closing on the property by March 24, 2023.

I concur with this recommendation:

John Orzech
Interim City Manager

Jonathan Holody
Community Development Director

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT A PORTION OF CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT THE SOUTHEAST CORNER OF EAST MARKET STREET AND WARREN STREET, AND IDENTIFIED AS PARCEL NO. 56-00983.000, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED REAL PROPERTY TO AARON J. CORNELL AND SUNNY K. NIXON; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the acquisition of property located at 513 E. Washington Street (Parcel Nos. 56-00983.000 and 56-00984.000) and 430 E. Market Street (Parcel No. 56-00985.000), formerly known as the Sandusky Cabinets property, for the purpose of remediation and future development by Ordinance No. 09-026, passed on April 13, 2009; and

WHEREAS, this City Commission approved an Exclusive Right to Sell Agreement with Russell Real Estate Services of Sandusky, Ohio, for the marketing and sale of three (3) portions of Parcel No. 56-00983.000 for residential development by Ordinance No. 23-003, passed on January 9, 2023; and

WHEREAS, the City desires to sell a portion of the property, referred to as Lot Split "A", to Aaron Jeffrey Cornell and Sunny Kay Nixon at the purchase price of \$80,000.00 and all proceeds from the sale will be deposited into the Real Estate Development Fund; and

WHEREAS, it is being requested in companion legislation to sell two (2) other portions of Parcel No. 56-00983.000 for residential development; 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 ensure closing on the property by March 24, 2023, pursuant to the Purchase and Sale Agreement; and

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

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

Section 1. This City Commission finds, determines and declares that a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "A", Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose pursuant to Section 25 of the Charter of this City.

Section 2. The City Manager is hereby authorized and directed to enter into a Purchase Agreement with Aaron J. Cornell and Sunny K. Nixon for the sale of a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "A", Sandusky, 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 City's public purpose.

Section 3. 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 sale of a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "A," in Sandusky.

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 27, 2023

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this 7 day of February, 2023, by and between Aaron Cornell & Sunny Nixon, whose tax mailing address is

635 W Lakeside Ave #601 Cleveland, OH 44113
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 and hereinafter referred to as the "Purchaser" and the City of Sandusky, Ohio, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 and hereinafter referred to as "Seller."

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unaddressed vacant land described as Lot Split "A" of Permanent Parcel Number is 56-00983.000, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises, subject to all restrictive covenants and easements, which shall run with the land.
2. The total purchase price for the premises is \$80,000 payable at closing.
3. Within five (5) days of execution of this Agreement, Purchaser shall deposit \$5,000.00 with the escrow agent handling the transaction.
4. The Seller shall furnish quit-claim deed conveying to Purchaser the property.
5. Within thirty (30) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio

law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the thirty (30) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to (i) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit shall be returned to the Purchaser. All costs of the title examination or title insurance commitment and policy shall be paid for by the Purchaser.

6. Purchaser, and their successors in title, agree to construct one (1) single-family residential dwelling on the Property. Purchaser(s) further agree to not install a vehicular access drive with egress to Market Street. Commencement of construction of the single-family residential dwelling shall occur within two (2) years from original purchase date of the Property and construction of the residential dwelling shall be completed within twelve (12) months of start of construction. If the Purchaser(s) fail to commence or complete construction within the time periods required herein, the Seller shall have the right to re-enter and take possession and title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. This requirement shall run with the land and be binding upon, benefiting and burdening the Purchaser, their successors in title, and assigns.

7. Purchaser, and their successors in title, shall not be eligible to receive funding through the Sandusky Housing Development and Beautification Program for use at the Property.

8. The closing date of this transaction shall be no later than March 24, 2023 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

9. On the closing date, the escrow agent shall file or record the deed, and any other instruments, if any, required to be recorded pursuant to this Agreement and shall thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

In closing this transaction, the escrow agent shall charge the Seller with the following costs of this transaction:

- a. The cost of any real estate transfer tax on file; and
- b. One-half of the escrow fees.

In closing this transaction, the escrow agent shall charge the Purchaser with the following costs of this transaction:

- a. The cost of filing the deed for record;
 - b. One-half of the escrow fees; and
 - c. The cost for the title examination and insurance policy in the amount of the purchase price.
10. Purchaser shall be entitled to possession of the premises upon the closing of this transaction

Purchase and Sale Agreement
City of Sandusky / Nixon/Cornell
Page 4 of 8

or at such later date as may be agreed to by the purchaser but in no event shall possession by the Purchaser take place later than March 28, 2023.

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before March 24, 2023 or at other time in which both parties mutually agree to, any earnest money deposit shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

12. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of the Property or the fitness of the Property for Purchaser's intended use.

13. The Purchaser agrees to indemnify, defend, release, reimburse, and hold harmless the City from any and all liability, damages, losses, and claims that arise under any environmental law with respect to the Property, or arise from any threatened or suspected presence or release of materials of environmental concern at, on, under or from the Property.

14. This Agreement sets forth the entire and understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

15. The Agreement may be executed in multiple counterparts each of, which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

Sunny Kay Nixon
dotloop verified
02/07/23 4:28 PM EST
UGPD-HTGG-77QP-6059

Aaron Jeffrey Cornell
dotloop verified
02/07/23 9:03 PM EST
KE9B-RHSU-FVSR-YPND

Purchase and Sale Agreement
City of Sandusky / Nixon/Cornell
Page 5 of 8

SIGNATURE PAGES TO FOLLOW

Purchase and Sale Agreement
City of Sandusky / Nixon/Cornell
Page 6 of 8

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

PURCHASERS:

NAME

NAME

State of Ohio)

) ss:

County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named,
_____, who acknowledged that they signed the foregoing instrument
and that the signing was a free act.

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

Notary Public: _____

My Commission Expires: _____

Purchase and Sale Agreement
City of Sandusky / Nixon/Cornell
Page 7 of 8

SELLER:

JOHN ORZECZ, INTERIM CITY MANAGER

State of Ohio)
County of Erie) ss:

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this day of _____, 2022.

Notary Public: _____

My Commission Expires: _____

Instrument prepared by:

Brendan L. Heil (#0091991)
Law Director
City of Sandusky

Exhibit A

Legal Description For:
The City of Sandusky, Ohio
Lot Split "A"
0.1924 Acres

Being a parcel of land located in part of Lots 10, 12 & 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, a distance of 33.00 feet to a 5/8" iron rod set at the intersection of the easterly right-of-way line of Warren Street and the southerly right-of-way line of Market Street and being the principal place of beginning;

1. Thence continuing North 66° 18' 34" East, along the southerly right-of-way line of Market Street, a distance of 55.17 feet to a 5/8" iron rod set;
2. Thence South 23° 38' 34" East, a distance of 151.88 feet to a 5/8" iron rod set;
3. Thence South 66° 11' 50" West, a distance of 55.17 feet to a 5/8" iron rod set at the easterly right-of-way line of Warren Street;
4. Thence North 23° 38' 34" West, along the easterly right-of-way line of Warren Street, a distance of 151.99 feet to the principal place of beginning, passing over a 5/8" iron rod set at a distance of 18.00 feet, and containing 0.1924 acres (8,382.1677 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

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

Prior Deed Reference: RN 200905779

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

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in December, 2022 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed October, 2022 on the premises by Contractors Design Engineering.



Addendum to Purchase and Sale Agreement "Addendum"

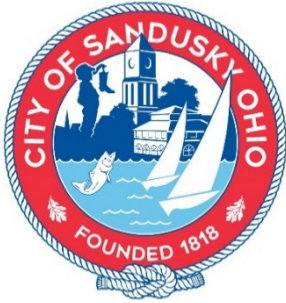
Purchaser is making the offer proposed in the Addendum contingent upon the following assumptions. In Section 6 of the Addendum, the third and fourth sentences are deleted, amended, and added with the following:

"Commencement of construction of the single-family residential dwelling shall occur within two (2) years from the original purchase date of the Property and Purchaser shall endeavor to complete construction within twelve (12) months of the start of construction. If the Purchaser fails to commence construction within the time period required herein, or if the Purchaser fails to complete construction within eighteen (18) months of construction commencing, and which construction must be completed no later than three (3) years from the original purchase date, the Seller shall have the right to re-enter and take possession and title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. Notwithstanding the foregoing, the City of Sandusky shall consider circumstances beyond the Purchaser's control prior to invoking its rights and the standards of good faith and fair dealing shall apply."

The first sentence, second sentence, and last sentence in Section 6 shall remain unchanged.


02/07/23
9:03 PM EST
dotloop verified


02/07/23
4:28 PM EST
dotloop verified



COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: John Orzech, Interim City Manager

From: Colleen M. Gilson,
Chief Neighborhood Development Office/Interim Assistant City Manager

Date: February 16, 2023

Subject: Commission Agenda Item – Sale of Property Lot Split “B” of Permanent Parcel 56-00983.000

Items for Consideration: Legislation authorizing the City Manager to enter into a Purchase and Sale Agreement (the “Agreement”) with David A Mack and Christine E. Mack (the “Buyers”) for the sale of Lot Split “B” of Permanent Parcel Number 56-00983.000, located on E Market Street (the “Property”).

Background Information:

The City of Sandusky entered into an Exclusive Right to Sell Agreement with Russell Real Estate for the sale of (3) vacant lots - Lot Split “A”, “B” and “C” of Permanent Parcel Number 56-00983.000 on Market Street (land formerly part of the Sandusky Cabinets site). The site has been owned by the City of Sandusky since 2009. The lots were listed on February 1, 2023.

David A Mack and Christine E. Mack submitted an offer for Lot Split “B”. Terms of the Agreement call for the property to be sold for \$50,000 with a \$5,000.00 earnest deposit required within 5 days of execution of the Purchase and Sale Agreement and the balance paid at the time of transfer. Buyers, and their successors in title, agree to construct one (1) single-family residential dwelling on the Property. Buyers further agree to not install a vehicular access drive with egress to Market Street. Commencement of construction of the single-family residential dwelling shall occur within two (2) years from original purchase date of the Property and Purchaser shall endeavor to complete construction within twelve (12) months of start of construction.

Budgetary Information: The sales price per the Agreement is \$50,000. All sales proceeds will be deposited into the Real Estate Development Fund.

Action Requested: It is requested that legislation be passed approving the Agreement between the City and David A Mack and Christine E. Mack and for the City Manager to be permitted to execute any and all documents to effectuate the transfer. Further it is requested that the legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure closing on the property by March 21, 2023.

I concur with this recommendation:

John Orzech
Interim City Manager

Jonathan Holody
Community Development Director

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT A PORTION OF CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT THE SOUTHEAST CORNER OF EAST MARKET STREET AND WARREN STREET, AND IDENTIFIED AS PARCEL NO. 56-00983.000, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED REAL PROPERTY TO DAVID A. MACK AND CHRISTINE E. MACK; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the acquisition of property located at 513 E. Washington Street (Parcel Nos. 56-00983.000 and 56-00984.000) and 430 E. Market Street (Parcel No. 56-00985.000), formerly known as the Sandusky Cabinets property, for the purpose of remediation and future development by Ordinance No. 09-026, passed on April 13, 2009; and

WHEREAS, this City Commission approved an Exclusive Right to Sell Agreement with Russell Real Estate Services of Sandusky, Ohio, for the marketing and sale of three (3) portions of Parcel No. 56-00983.000 for residential development by Ordinance No. 23-003, passed on January 9, 2023; and

WHEREAS, the City desires to sell a portion of the property, referred to as Lot Split "B", to David A. Mack and Christine E. Mack at the purchase price of \$50,000.00 and all proceeds from the sale will be deposited into the Real Estate Development Fund; and

WHEREAS, it is being requested in companion legislation to sell two (2) other portions of Parcel No. 56-00983.000 for residential development; 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 ensure closing on the property by March 21, 2023, pursuant to the Purchase and Sale Agreement; and

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

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

Section 1. This City Commission finds, determines and declares that a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "B", Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose pursuant to Section 25 of the Charter of this City.

Section 2. The City Manager is hereby authorized and directed to enter into a Purchase Agreement with David A. Mack and Christine E. Mack for the sale of a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "B", Sandusky, 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 City's public purpose.

Section 3. 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 sale of a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "B," in Sandusky.

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 27, 2023

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this 7 day of February, 2023, by and between David A. Mack & Christine E. Mack, whose tax mailing address is 118 Greenbrier Ln Sandusky, OH 44870 and hereinafter referred to as the "Purchaser" and the City of Sandusky, Ohio, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 and hereinafter referred to as "Seller."

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unaddressed vacant land described as Lot Split "A" of Permanent Parcel Number is 56-00983.000, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises, subject to all restrictive covenants and easements, which shall run with the land.

2. The total purchase price for the premises is \$50,000* payable at closing. *See Escalation Addendum

3. Within five (5) days of execution of this Agreement, Purchaser shall deposit \$5,000.00 with the escrow agent handling the transaction.

4. The Seller shall furnish quit-claim deed conveying to Purchaser the property.

5. Within thirty (30) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio

law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the thirty (30) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to (i) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit shall be returned to the Purchaser. All costs of the title examination or title insurance commitment and policy shall be paid for by the Purchaser.

6. Purchaser, and their successors in title, agree to construct one (1) single-family residential dwelling on the Property. Purchaser(s) further agree to not install a vehicular access drive with egress to Market Street. Commencement of construction of the single-family residential dwelling shall occur within two (2) years from original purchase date of the Property and construction of the residential dwelling shall be completed within twelve (12) months of start of construction. If the Purchaser(s) fail to commence or complete construction within the time periods required herein, the Seller shall have the right to re-enter and take possession and title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. This requirement shall run with the land and be binding upon, benefiting and burdening the Purchaser, their successors in title, and assigns.

7. Purchaser, and their successors in title, shall not be eligible to receive funding through the Sandusky Housing Development and Beautification Program for use at the Property.

Purchase and Sale Agreement
City of Sandusky / David & Christine Mack
Page 3 of 8

8. The closing date of this transaction shall be no later than March 21, 2023 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

9. On the closing date, the escrow agent shall file or record the deed, and any other instruments, if any, required to be recorded pursuant to this Agreement and shall thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

In closing this transaction, the escrow agent shall charge the Seller with the following costs of this transaction:

- a. The cost of any real estate transfer tax on file; and
- b. One-half of the escrow fees.

In closing this transaction, the escrow agent shall charge the Purchaser with the following costs of this transaction:

- a. The cost of filing the deed for record;
- b. One-half of the escrow fees; and
- c. The cost for the title examination and insurance policy in the amount of the purchase price.

10. Purchaser shall be entitled to possession of the premises upon the closing of this transaction

Purchase and Sale Agreement
City of Sandusky / David & Christine Mack
Page 4 of 8

or at such later date as may be agreed to by the purchaser but in no event shall possession by the Purchaser take place later than March 23, 2023.

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before March 21, 2023 or at other time in which both parties mutually agree to, any earnest money deposit shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

12. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of the Property or the fitness of the Property for Purchaser's intended use.

13. The Purchaser agrees to indemnify, defend, release, reimburse, and hold harmless the City from any and all liability, damages, losses, and claims that arise under any environmental law with respect to the Property, or arise from any threatened or suspected presence or release of materials of environmental concern at, on, under or from the Property.

14. This Agreement sets forth the entire and understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

15. The Agreement may be executed in multiple counterparts each of, which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

<i>David A. Mack</i>	dotloop verified 02/07/23 10:35 AM EST I20T-CQZK-FMIS-X1J7
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<i>Christine E. Mack</i>	dotloop verified 02/07/23 10:48 AM EST DM7Y-NHE5-WLBQ-SNPU
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Purchase and Sale Agreement
City of Sandusky / David & Christine Mack
Page 5 of 8

SIGNATURE PAGES TO FOLLOW

Purchase and Sale Agreement
City of Sandusky / David & Christine Mack
Page 6 of 8

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

PURCHASERS:

NAME

NAME

State of Ohio)

) ss:

County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named,
_____, who acknowledged that they signed the foregoing instrument
and that the signing was a free act.

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

Notary Public: _____

My Commission Expires: _____

Purchase and Sale Agreement
City of Sandusky / David & Christine Mack
Page 7 of 8

SELLER:

JOHN ORZECH, INTERIM CITY MANAGER

State of Ohio)
County of Erie) ss:

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this day of _____, 2022.

Notary Public: _____

My Commission Expires: _____

Instrument prepared by:

Brendan L. Heil (#0091991)
Law Director
City of Sandusky

Purchase and Sale Agreement
City of Sandusky / David & Christine Mack
Page 8 of 8

Exhibit A

Legal Description For:
The City of Sandusky, Ohio
Lot Split "A"
0.1924 Acres

Being a parcel of land located in part of Lots 10, 12 & 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, a distance of 33.00 feet to a 5/8" iron rod set at the intersection of the easterly right-of-way line of Warren Street and the southerly right-of-way line of Market Street and being the principal place of beginning;

1. Thence continuing North 66° 18' 34" East, along the southerly right-of-way line of Market Street, a distance of 55.17 feet to a 5/8" iron rod set;
2. Thence South 23° 38' 34" East, a distance of 151.88 feet to a 5/8" iron rod set;
3. Thence South 66° 11' 50" West, a distance of 55.17 feet to a 5/8" iron rod set at the easterly right-of-way line of Warren Street;
4. Thence North 23° 38' 34" West, along the easterly right-of-way line of Warren Street, a distance of 151.99 feet to the principal place of beginning, passing over a 5/8" iron rod set at a distance of 18.00 feet, and containing 0.1924 acres (8,382.1677 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

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

Prior Deed Reference: RN 200905779

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

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in December, 2022 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed October, 2022 on the premises by Contractors Design Engineering.





ADDENDUM – PRICE ESCALATION

Administrative Office: 12190 Pearl Road, Strongsville, Ohio 44136



This Addendum is to the Residential Purchase Agreement dated 02/07/2023 for the purchase and sale of the Property known as:

(Street Address) Lot "A" E Market St

(City) Sandusky, OH, (Zip Code) 44870 between

(Buyer) David A. Mack and Christine E. Mack and

(Seller) City of Sandusky.

1. Buyer and Seller hereby understand and agree that this Addendum is part of the Buyer's offer to purchase this property from Seller. Should Seller accept Buyer's Offer to Purchase, Buyer and Seller will have entered into a binding agreement under the terms of the Purchase Agreement and/or other Addenda, with the exception of any terms addressed in this Addendum.

2. If, prior to Seller's acceptance of Buyer's offer to purchase, Seller receives from another prospective purchaser a written offer to purchase the Property ("Competing Offer") with terms acceptable to Seller and the Net Purchase Price (the Purchase Price minus any identified Seller financial concessions or assists) is higher than the Net Purchase Price offered by Buyer, Buyer hereby agrees that the Purchase Price of Buyer's Offer is increased so that the Net Purchase Price is \$ 1,000 higher than the net Purchase Price in the Competing Offer(s), up to a maximum Purchase Price of \$ 76,100. **If one or more of Competing Offers include a similar price escalation terms, this automatic increase will be applied to the maximum escalated sale price of the highest competing escalation price, not to exceed the maximum Purchase Price stated on line 14.**

3. If the Purchase Price is increased based on the terms of Paragraph 2 above, the terms of the mortgage financing contingency paragraph in the Residential Purchase Agreement are amended as follows (Check all that Apply):

☐ The Loan Amount stated on line 33 of the Residential Purchase Agreement is increased by the amount necessary to keep the Loan-to-Value Ratio (a percentage derived by dividing the total value of loan(s) for the Property by the Purchase Price) the same as set forth on line 33.

☐ The first \$ _____ of the difference between the original Purchase Price and the new Purchase Price will be paid in cash at closing; the difference will be added to the mortgage amount.

☐ Within _____ days of the Execution Date of acceptance of this Residential Purchase Agreement, Buyer will deliver to Seller a written pre-approval letter from a reputable lender for an amount equal to or greater than the increased mortgage amount. If Buyer fails to provide this written pre-approval letter with the stated time period, Seller may terminate this agreement in writing.

☐ This Agreement is subject to the Property Appraising at or above final Sale Price, otherwise voidable at Buyer option.

4. Seller shall provide a copy of the Competing Offer(s) to Buyer no later than the time Seller returns a copy of the fully executed Purchase Agreement to Buyer. Seller may remove the name of the other prospective purchaser, but may not remove any financial terms, including the Purchase Price or any Seller financial concessions.

5. Buyer understands and acknowledges that no further signature or initials are required on this addendum to have a fully executed Addendum or agreement. At the request of Seller, Buyer's lender, or any of the real estate licensees involved in this transaction, Buyer agrees to sign or initial and date the Residential Purchase Agreement to reflect any increase in the Purchase Price and/or other changes in terms made in accordance with this Addendum. Buyer's refusal to sign or initial and date any changes made in accordance with this addendum will result in Buyer being in default of the Residential Purchase Agreement. Changing the Purchase Price or other terms in the already executed Residential Purchase Agreement to reflect any changes made by this Addendum does not change the Acceptance/Execution Date of the Residential Purchase Agreement. If required/requested by lender, Seller and Buyer agree to sign a new Purchase Agreement that states the final conditions of the sale.

All other terms and conditions of the Residential Purchase Agreement shall remain unchanged and in full force and effect.

The Purchase Agreement and this addendum are legally binding. If you have any questions of law, consult your attorney.

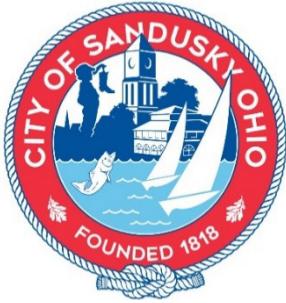
Accepted By:

Buyer: David A. Mack dotloop verified 02/09/23 10:02 AM EST IP: 192.168.1.101 Date: _____

Buyer: Christine E. Mack dotloop verified 02/09/23 9:42 AM EST IP: 192.168.1.101 Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____



COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: John Orzech, Interim City Manager

From: Colleen M. Gilson,
Chief Neighborhood Development Office/Interim Assistant City Manager

Date: February 16, 2023

Subject: Commission Agenda Item – Sale of Property Lot Split “C” of Permanent Parcel 56-00983.000

Items for Consideration: Legislation authorizing the City Manager to enter into a Purchase and Sale Agreement (the “Agreement”) with Daniel G and Kathleen S Singler (the “Buyers”) for the sale of Lot Split “C” of Permanent Parcel Number 56-00983.000, located on Market Street (the “Property”).

Background Information:

The City of Sandusky entered into an Exclusive Right to Sell Agreement with Russell Real Estate for the sale of (3) vacant lots - Lot Split “A”, “B” and “C” of Permanent Parcel Number 56-00983.000 on Market Street (land formerly part of the Sandusky Cabinets site). The site has been owned by the City of Sandusky since 2009.

Daniel G and Kathleen S Singler submitted an offer for Lot Split “C”. Terms of the Agreement call for the property to be sold for \$71,000 with a \$5,000.00 earnest deposit required within 5 days of execution of the Purchase and Sale Agreement and the balance paid at the time of transfer. Buyers, and their successors in title, agree to construct one (1) single-family residential dwelling on the Property. Buyers further agree to not install a vehicular access drive with egress to Market Street. Commencement of construction of the single-family residential dwelling shall occur within two (2) years from original purchase date of the Property and Purchaser shall endeavor to complete construction within twelve (12) months of start of construction.

Budgetary Information: The sales price per the Agreement is \$71,000. All sales proceeds will be deposited into the Real Estate Development Fund.

Action Requested: It is requested that legislation be passed approving the Agreement between the City and Daniel G and Kathleen S Singler and for the City Manager to be permitted to execute any and all documents to effectuate the transfer. Further it is requested that the legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure closing on the property by March 20, 2023.

I concur with this recommendation:

John Orzech
Interim City Manager

Jonathan Holody
Community Development Director

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT A PORTION OF CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT THE SOUTHEAST CORNER OF EAST MARKET STREET AND WARREN STREET, AND IDENTIFIED AS PARCEL NO. 56-00983.000, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED REAL PROPERTY TO DANIEL G. SINGLER AND KATHLEEN S. SINGLER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the acquisition of property located at 513 E. Washington Street (Parcel Nos. 56-00983.000 and 56-00984.000) and 430 E. Market Street (Parcel No. 56-00985.000), formerly known as the Sandusky Cabinets property, for the purpose of remediation and future development by Ordinance No. 09-026, passed on April 13, 2009; and

WHEREAS, this City Commission approved an Exclusive Right to Sell Agreement with Russell Real Estate Services of Sandusky, Ohio, for the marketing and sale of three (3) portions of Parcel No. 56-00983.000 for residential development by Ordinance No. 23-003, passed on January 9, 2023; and

WHEREAS, the City desires to sell a portion of the property, referred to as Lot Split "C", to Daniel G. Singler and Kathleen S. Singler at the purchase price of \$71,000.00 and all proceeds from the sale will be deposited into the Real Estate Development Fund; and

WHEREAS, it is being requested in companion legislation to sell two (2) other portions of Parcel No. 56-00983.000 for residential development; 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 ensure closing on the property by March 20, 2023, pursuant to the Purchase and Sale Agreement; and

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

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

Section 1. This City Commission finds, determines and declares that a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "C", Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose pursuant to Section 25 of the Charter of this City.

Section 2. The City Manager is hereby authorized and directed to enter into a Purchase Agreement with Daniel G. Singler and Kathleen S. Singler for the sale of a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "C", Sandusky, 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 City's public purpose.

Section 3. 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 sale of a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "C," in Sandusky.

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 27, 2023

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this 2nd day of February 2023, by and between Daniel G & Kathleen S Singler, whose tax mailing address is 6134 Jeffrey Lane, Sylvania, Ohio 43560 and hereinafter referred to as the "Purchaser" and the City of Sandusky, Ohio, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 and hereinafter referred to as "Seller."

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unaddressed vacant land described as Lot Split "A" of Permanent Parcel Number is 56-00983.000, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises, subject to all restrictive covenants and easements, which shall run with the land.
2. The total purchase price for the premises is \$71,000.00 payable at closing.
3. Within five (5) days of execution of this Agreement, Purchaser shall deposit \$5,000.00 with the escrow agent handling the transaction.
4. The Seller shall furnish quit-claim deed conveying to Purchaser the property.
5. Within thirty (30) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio

law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the thirty (30) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to (i) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit shall be returned to the Purchaser. All costs of the title examination or title insurance commitment and policy shall be paid for by the Purchaser.

6. Purchaser, and their successors in title, agree to construct one (1) single-family residential dwelling on the Property. Purchaser(s) further agree to not install a vehicular access drive with egress to Market Street. Commencement of construction of the single-family residential dwelling shall occur within two (2) years from original purchase date of the Property and construction of the residential dwelling shall be completed within twelve (12) months of start of construction. If the Purchaser(s) fail to commence or complete construction within the time periods required herein, the Seller shall have the right to re-enter and take possession and title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. This requirement shall run with the land and be binding upon, benefiting and burdening the Purchaser, their successors in title, and assigns.

7. Purchaser, and their successors in title, shall not be eligible to receive funding through the Sandusky Housing Development and Beautification Program for use at the Property.

8. The closing date of this transaction shall be no later than March 20, 2023 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

9. On the closing date, the escrow agent shall file or record the deed, and any other instruments, if any, required to be recorded pursuant to this Agreement and shall thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

In closing this transaction, the escrow agent shall charge the Seller with the following costs of this transaction:

- a. The cost of any real estate transfer tax on file; and
- b. One-half of the escrow fees.

In closing this transaction, the escrow agent shall charge the Purchaser with the following costs of this transaction:

- a. The cost of filing the deed for record;
- b. One-half of the escrow fees; and
- c. The cost for the title examination and insurance policy in the amount of the purchase price.

10. Purchaser shall be entitled to possession of the premises upon the closing of this transaction

or at such later date as may be agreed to by the purchaser but in no event shall possession by the Purchaser take place later than March 20, 2023

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before March 20, 2023 or at other time in which both parties mutually agree to, any earnest money deposit shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

12. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of the Property or the fitness of the Property for Purchaser's intended use.

13. The Purchaser agrees to indemnify, defend, release, reimburse, and hold harmless the City from any and all liability, damages, losses, and claims that arise under any environmental law with respect to the Property, or arise from any threatened or suspected presence or release of materials of environmental concern at, on, under or from the Property.

14. This Agreement sets forth the entire and understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

15. The Agreement may be executed in multiple counterparts each of, which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

SIGNATURE PAGES TO FOLLOW

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

PURCHASERS:


NAME

✓ Kat Singh
NAME

~~State of Ohio)~~ State of Alabama
) ss:
~~County of Erie)~~ County of Baldwin

Before me a Notary Public for the State of Alabama appeared the above named, Daniel Singler & Kathleen Singler, who acknowledged that they signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this day of February 2nd, 2023.

Dustin A. Gaspore

Notary Public: Justin Alex McDavid

My Commission Expires: 12/30/24



SELLER:

JOHN ORZECH, INTERIM CITY MANAGER

State of Ohio)

) ss:

County of Erie)

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this day of _____, 2022.

Notary Public: _____

My Commission Expires: _____

Instrument prepared by:

Brendan L. Heil (#0091991)
Law Director
City of Sandusky

Exhibit A

Legal Description For:
The City of Sandusky, Ohio
Lot Split "A"
0.1924 Acres

Being a parcel of land located in part of Lots 10, 12 & 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, a distance of 33.00 feet to a 5/8" iron rod set at the intersection of the easterly right-of-way line of Warren Street and the southerly right-of-way line of Market Street and being the principal place of beginning;

1. Thence continuing North 66° 18' 34" East, along the southerly right-of-way line of Market Street, a distance of 55.17 feet to a 5/8" iron rod set;
2. Thence South 23° 38' 34" East, a distance of 151.88 feet to a 5/8" iron rod set;
3. Thence South 66° 11' 50" West, a distance of 55.17 feet to a 5/8" iron rod set at the easterly right-of-way line of Warren Street;
4. Thence North 23° 38' 34" West, along the easterly right-of-way line of Warren Street, a distance of 151.99 feet to the principal place of beginning, passing over a 5/8" iron rod set at a distance of 18.00 feet, and containing 0.1924 acres (8,382.1677 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

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

Prior Deed Reference: RN 200905779

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

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in December, 2022 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed October, 2022 on the premises by Contractors Design Engineering.

Addendum Lot Preference

To the Agreement dated February 2, 2023 between
City of Sandusky Ohio and Daniel G & Kathleen S Singler concerning the
property located at Lot Split "C" of Permanent Parcel Number is 56-00983.000

IT IS FURTHER AGREED:

In the event of Multiple Competitive Offers on Lot Split "A" on Permanent Parcel 56-00983.000, Buyers are willing to pay the same price of \$71,000 on either Lot Split "C" or Lot Split "B" in that order.

This Addendum, upon its execution by both parties, is made a part of the above Agreement.

Seller/Lessor _____

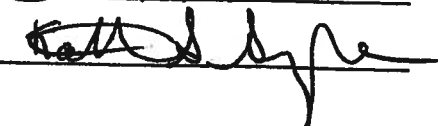
Date _____

Seller/Lessor _____

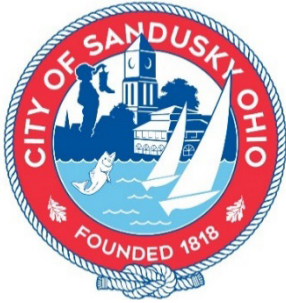
Date _____

✓ Buyer/Lessee 

✓ Date 2/2/23

✓ Buyer/Lessee 

✓ Date 02-02-2023



Community Development

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

TO: John Orzech

FROM: Arin Blair, Chief Planner

DATE: February 15, 2023

RE: MOU Erie County Health Department Ohio Healthy Improvement Zones Grant

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to enter into a Memorandum of Understanding with the Erie County Board of Health. The intent of the MOU is to accept reimbursement for design and improvements to Churchwell Park, guided by the recommendations in the South Side Plan.

BACKGROUND INFORMATION: The Erie County Health Department was awarded \$450,000 through the Ohio Department of Health *Healthy Improvement Zones* Grant. The portion of these funds dedicated to the city via this MOU are to be used for the design and implementation of Churchwell Park improvements that will be guided by the upcoming South Side Plan. The Erie County Health Department has determined through the grant that they can provide improvements for families and promote active play in the neighborhood through work being conducted by city staff to improve this city park.

BUDGET IMPACT: The city will receive funding for design and implementation expenditures from the Erie County Health Department not exceeding \$275,000. The City will initially pay the costs with Capital Project funds and will then be reimbursed with grant funds from the Health Department.

ACTION REQUESTED: It is requested that City Commission approve legislation authorizing the City Manager to enter into a Memorandum of Understanding with the Erie County Board of Health to allow staff to pursue the design and implementation of Churchwell Park improvements utilizing a one-time reimbursement of the city's qualified expenses, not to exceed \$275,000. It is further requested that this legislation be passed as an emergency in accordance with Section 14 of the City Charter in order to immediately execute the MOU and allow for the reimbursement of costs as expended.

Arin Blair, AICP, Chief Planner

I concur with this recommendation:

Jonathan Holody, Community Development Director

John Orzech, Interim City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Erie County Health Department Grant

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

Account #431-3441-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/21/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ERIE COUNTY BOARD OF HEALTH FOR THE REIMBURSEMENT OF COSTS FOR THE DESIGN AND REVITALIZATION OF CHURCHWELL PARK AS PART OF THE SOUTH SIDE PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Health Department was awarded funds in the amount of \$450,000.00 from the Ohio Department of Health through the Ohio Healthy Improvement Zones (OHIZ) grant program and has dedicated a portion of these funds to the City to be used for the design and implementation of improvements to Churchwell Park that will be guided by the upcoming South Side Plan; and

WHEREAS, the City desires to implement the South Side Plan within the Sandusky Neighborhood Initiative to complete the anchor project of major upgrades to Churchwell Park, including enhanced signage and lighting to make the park safe and more visible in the neighborhood, a park structure with running water, restrooms, a sheltered play space and a splash park; and

WHEREAS, pursuant to the MOU, the Erie County Board of Health will supply \$275,000.00 as a one-time reimbursement through an OHIZ (Ohio Healthy Improvement Zones) grant from the Ohio Department of Health in which funding will need to be invoiced by December 31, 2023; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately execute the MOU and allow for the reimbursement of costs as expended for the design and improvements of Churchwell Park; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Memorandum of Understanding with the Erie County Board of Health for the reimbursement of costs for the design and revitalization of Churchwell Park as part of the South Side Plan in the City of Sandusky, a copy of which is marked

Exhibit “A” and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2023



Erie County Health Department
An Accredited Public Health Department

Erie County Community Health Center
A Federally Qualified Health Center

Peter T. Schade, MPH, RS
Health Commissioner



The Erie County Health Department
Erie County Community Health Center

and

City of Sandusky, Ohio

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Erie County Health Department/Erie County Community Health Center (ECHD/ECCHC) and the City of Sandusky, Ohio as the Erie County Health Department/Erie County Community Health Center (ECHD/ECCHC) will supply \$275,000.00 as a one-time reimbursement through an OHIZ (Ohio Healthy Improvement Zones) Grant from the Ohio Department of Health for the design and revitalization of Churchwell Park, guided by the recommendations in the South Side Plan.

Background

The City of Sandusky is looking to implement the South Side Plan within their Sandusky Neighborhood Initiative to complete their anchor project. This consists of major upgrades to Churchwell Park, including enhanced signage and lighting to make the park safe and more visible in the neighborhood, a park structure with running water, restrooms, a sheltered play space, and a splash park.

Purpose

This MOU will leverage the partnership between the ECHD/ECCHC and The City of Sandusky to improve the South Side- Churchwell Park. The City of Sandusky and the ECHD/ECCHC will work together to continue to support the rehabilitation of and investment in neighborhood improvements with its beautification efforts.

Funding

Funding for improvements of Churchwell Park will be provided through a grant that ECHD/ECCHC receives through the Ohio Department of Health, 100% of the city's eligible expenses, limited to \$275,000.00. Both the City of Sandusky and the ECHD/ECCHC will donate marketing efforts of the program to enhance our efforts through awareness throughout the

community. This MOU is not a commitment of funds from the City of Sandusky. Funding will need to be invoiced by December 31st, 2023.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the City of Sandusky and the Erie County Health Department/Erie County Community Health Center. This MOU shall become effective upon signature by the authorized officials from the City of Sandusky and the Erie County Health Department/Erie County Community Health Center and will remain in effect until modified or terminated by any one of the partners by mutual consent in writing. In the absence of mutual agreement by the authorized officials from the City of Sandusky and the ECHD/ECCHC this MOU shall end on December 31st, 2024.

Contact Information

City of Sandusky
John Orzech
Interim City Manager
240 Columbus Avenue
Sandusky, Ohio 44870
419-627-5873

Erie County Health Department/ Erie County Community Health Center
Peter T. Schade, MPH, REHS
Health Commissioner
420 Superior St.
Sandusky, Ohio 44870
567-867-5112
PSchade@echdohio.org

John Orzech,
City of Sandusky
Interim City Manager

Date: _____



Peter T. Schade, MPH, REHS
Erie County Health Department/ Erie County Community Health Center
Health Commissioner

Date: 02.07.2023



FIRE DEPARTMENT

600 West Market Street

Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

www.ci.sandusky.oh.us

TO: John Orzech, Interim City Manager

FROM: Mario D'Amico III, Fire Chief

DATE: February 14, 2023

RE: Commission Agenda Item – Amending Ordinance No. 21-157 for the Purchase of a 2022 Sutphen Heavy Duty Pumper

ITEM FOR CONSIDERATION: Requesting legislation amending Ordinance No. 21-157, passed on October 25, 2021 authorizing the purchase of one (1) 2022 Sutphen Heavy Duty Pumper with Custom Sutphen Monarch Chassis from Sutphen Corporation of Dublin, Ohio for additional cost.

BACKGROUND INFORMATION: The above listed vehicle was approved for purchase at the price of \$642,345.00 through the State of Ohio Department of Administrative Services Cooperative Purchasing Program from Sutphen Corporation, Contract #800814.

The additional cost of \$337.50 is to relocate and retrofit the Opticom Emitter.

BUDGETARY INFORMATION: Additional cost not to exceed **\$337.50** making the entire purchase for (1) 2022 Sutphen Heavy Duty Pumper with Custom Sutphen Monarch Chassis not to exceed **\$642,682.50**. The cost of the \$337.50 increase will be paid from Capital Funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared to amend Ordinance No. 21-157, passed on October 25, 2021, and approval be granted for additional cost not to exceed **\$337.50** making the entire purchase for (1) 2022 Sutphen Heavy Duty Pumper with Custom Sutphen Monarch Chassis not to exceed **\$642,682.50**. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter so the increased funds can be appropriated prior to delivery of the truck.

Approved:

I concur with this recommendation:

Mario D'Amico III, Fire Chief

John Orzech, Interim City Manager

Cc: Brendan Heil, Law Director; Michelle Reeder, Finance Director; Sarah Chiappone, Assistant Law Director

CERTIFICATE OF FUNDS

In the Matter of: 2022 Sutphen Pumper Truck

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 #431-1330-55660, 431-6503-54090

By: _____



Michelle Reeder

Finance Director

Dated: 2/21/2023

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 21-157, PASSED ON OCTOBER 25, 2021, FOR THE PURCHASE OF A 2022 SUTPHEN HEAVY DUTY PUMPER WITH CUSTOM SUTPHEN MONARCH CHASSIS THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FROM SUTPHEN CORPORATION OF DUBLIN, OHIO, FOR THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, a determination was made by the Fire Chief, Fleet Maintenance Foreman, and committee members from the Sandusky Fire Department to replace the 2002 Pierce Snuzzle Engine, determined by the Fleet Maintenance Foreman to have exceeded its useful life as a front line engine, with a 2022 Sutphen Heavy Duty Pumper and place the 2002 Pierce Snozzel Engine into reserve status; and

WHEREAS, the 2022 Sutphen Heavy Duty Pumper with Custom Sutphen Monarch Chassis is available through the State of Ohio Cooperative Purchasing Program from Sutphen Corporation of Dublin, Ohio, thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, Ordinance No. 21-157 stated the total cost of the 2022 Sutphen Heavy Duty Pumper with Custom Sutphen Monarch Chassis was \$642,345.00, but there will be an additional cost of \$337.50 to relocate and retrofit the Opticom Emitter, that will increase the total cost to \$642,682.50; and

WHEREAS, it is necessary to amend Ordinance No. 21-157 to reflect the revised total cost of \$642,682.50 which will be paid with Capital Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to amend Ordinance No. 21-157, passed on October 25, 2021, so the increased funds can be appropriated prior to delivery of the pumper; and

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

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

Section 1. This City Commission hereby amends Ordinance No. 21-157, passed on October 25, 2021, and approves the expenditure of additional funds in the amount of \$337.50 for the purchase of the 2022 Sutphen Heavy Duty Pumper

with Custom Sutphen Monarch Chassis through the State of Ohio Cooperative Purchasing Program, Contract #800814, from Sutphen Corporation of Dublin, Ohio, at a revised amount **not to exceed** Six Hundred Forty-Two Thousand Six Hundred Eighty-Two and 50/100 Dollars (\$642,682.50).

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 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 27, 2023



CITY COMMISSION OFFICE

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5850
www.ci.sandusky.oh.us

TO: John Orzech, Interim City Manager
FROM: Jason Werling, Recreation Superintendent
DATE: February 21, 2023
RE: Commission Agenda Item: Shoreline Park Concession Amendment

ITEMS FOR CONSIDERATION:

A second amendment to the current agreement with Ron Hile II, of Sandusky, Ohio, dba Great Lakes Grinders, to extend the terms for 2023 through November 1, 2023 and provide the option for an additional three (3) successive seasons for 2024, 2025 and 2026.

BACKGROUND INFORMATION:

Mr. Hile brought a proposal to the Recreation Department's attention in 2015 to lease the space at Shoreline Park for Great Lakes Grinders which would be a sub sandwich concept. Sandusky Recreation believed Great Lakes Grinders would be a great asset to Shoreline Park for the community and tourists throughout the spring and summer.

Mr. Hile has been an outstanding lessee for the past seven years and the community has continued to respond to Great Lakes Grinders with nothing but positive and raving reviews. Mr. Hile is interested in continuing the success at Shoreline Park for the extended 2023 season and next three years, and plans to increase the foot traffic and improve the atmosphere at Shoreline Park.

BUDGET IMPACT:

The agreement will not result in any additional budgetary expenses. The City will benefit from the agreed upon rental fee income of an additional \$150 in rent for 2023.

ACTION REQUESTED:

It is requested that the proper legislation be prepared to amend the current agreement with Ron Hile II, dba Great Lakes Grinders, to extend the term for terms for 2023 through November 1, 2023 and provide the option for an additional three (3) successive years for 2024, 2025 and 2026 for the Shoreline Park Concession Area. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to approve the amendments prior to opening on March 15, 2023.

Approved:

John Orzech
Interim City Manager

Jason Werling
Recreation Superintendent

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO THE LEASE AGREEMENT WITH RON HILE II D.B.A. GREAT LAKES GRINDERS FOR THE OPERATION OF THE SHORELINE PARK CONCESSION AREA; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, subsequent to a Request for Proposals (RFP) process, the City Commission authorized and directed the City Manager to enter into a Lease Agreement with Ron Hile II D.B.A. Great Lakes Grinders for the operation of the Shoreline Park Concession Area for the 2016, 2017, and 2018 operation seasons by Ordinance No. 16-044, passed on March 14, 2016; and

WHEREAS, the City Commission approved an amendment to the Lease Agreement with Ron Hile II D.B.A. Great Lakes Grinders for the operation of the Shoreline Park Concession Area to extend the term of the Lease Agreement for an additional five (5) years, through calendar year 2023, by Ordinance No. 18-008, passed on January 22, 2018; and

WHEREAS, Great Lakes Grinders has been a positive and successful business at Shoreline Park for the past seven years and Mr. Hile is interested in extending the businesses' operating season for an additional six (6) weeks as well extending the term an additional three (3) years; and

WHEREAS, this Second Amendment provides for the extension of the operating season to begin on March 15th and conclude on November 1st and the term may be extended up to three (3) successive additional one-year periods, upon mutual written agreement; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon rental fee income and electric service reimbursement of an additional \$150 for rent in 2023; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to approve the amendments prior to opening on March 15, 2023; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Second Amendment to the Lease Agreement with Ron Hile II d.b.a. Great Lakes Grinders for the operation of the Shoreline Park Concession Area located in the City of Sandusky to extend the operating season an additional six (6) weeks to conclude on November 1st and provide for three (3) successive additional one-year operating seasons during calendar years 2024, 2025, 2026, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. 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 27, 2023

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to the Lease Agreement is made on and entered into on this _____ day of _____, 2023, between the City of Sandusky, Ohio, a Chartered Municipal Corporation of the State of Ohio, herein referred to as "Lessor," and Ron Hile II (d.b.a. Great Lakes Grinders) P.O. Box 93, Sandusky, Ohio 44870, herein referred to as "Lessee."

WHEREAS, the Lessor and Lessee entered into a Lease Agreement for the operation of the Shoreline Park Concession Area on March 22, 2016; and

WHEREAS, the Lessor and Lessee desire to amend Section 2. (Term) of the Lease Agreement; and

WHEREAS, the Lessor and Lessee desire to amend Section 6. (Obligations of Lessee); and

WHEREAS, pursuant to Section 15. (Entire Agreement) of the Lease Agreement, amendments may be made in writing upon execution by both Lessor and Lessee; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Section 2. (Term) of the Lease Agreement shall be extended through November 1, 2023 and shall be amended as follows:

The term of this Lease shall be for the period of the operating season for the Calendar years 2016 through 2023, which is defined as March 15, and concluding on ~~September 15~~ **November 1**, and shall include the rights, privileges, licenses, and appurtenances attached hereto, subject to the rights reserved herein on the part of the Lessor.

The Parties may extend the term of this agreement by up to three successive additional one-year periods, upon mutual written agreement signed by both parties.

2. All other terms of Section 2. (Term) of the Lease Agreement shall remain unchanged.

3. Section 6. (b) (Obligations of Lessee) shall include an additional \$150.00 for the total amount of rent and shall be amended as follows:

Lessee further agrees to pay ~~in advance annually~~ a rental fee and electric service fee for the leased premises in the amount of One Hundred Dollars (\$100.00) per month for a total amount due of ~~Six Hundred Dollars (\$600.00)~~ **Seven Hundred Fifty Dollars and 00/100 (\$750.00)** to be paid in advance annually.

4. All other terms of Section 6. (Obligations of Lessee) shall remain unchanged.

5. All other terms and provisions of the original Lease Agreement shall remain unchanged and in full force and effect during the duration of the Agreement.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

LESSOR: CITY OF SANDUSKY

John Orzech
Interim City Manager

WITNESSES:

LESSEE: GREAT LAKES GRINDERS

Ron Hile II
Owner

EXHIBIT "1"

Approved as to Form:

Brendan L. Heil (0091991)



ADMINISTRATIVE SERVICES

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5968
www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Connie Nicholson, Human Resource Manager

Date: February 15, 2023

Subject: Commission Agenda Item – Enter into a Search Services Agreement with Slavin Management Consultants of Norcross, GA for the Recruitment & Executive Search for the City Manager Position

ITEM FOR CONSIDERATION: Legislation authorizing and City Manager to enter into an agreement with Slavin Management Consultants of Norcross, GA for the Recruitment & Executive Search for the City Manager Position.

BACKGROUND INFORMATION: City Commission directed City Staff to issue a request for proposals to hire a Recruitment & Executive Search Firm to assist with finding qualified candidates to fill the vacant City Manager Position, after executive session at the January 9, 2023.

A request for proposals was issued on Tuesday, January 17, 2023, with the proposal being posted on the City's website, advertised in the Sandusky Register and distributed by email to relevant firms who may have been interested in submitting a proposal. On January 31, 2023, the City received six (6) reputable firms from all over the United States.

The review committee consisting of current City Commissioner - Steve Poggiali, former City Commissioner - Naomi Twine, City Law Director – Brenden Heil and City Human Resource Director – Connie Nicholson, reviewed all proposal packages and completed an evaluation sheet for each. Those scores were compiled to develop the top ranked firms, which at that point the committee decided to do interviews with the top two firms Slavin Management Consultants and CPS HR Consulting Firm on Friday, February 6, 2023.

City Commissioners met in Executive Session on February 13, 2023, to discuss the top two firms. Upon conclusion it was decided that Slavin Management Consultants would be the best fit firm to perform the recruitment process in order to fill the vacant City Manager position. The Commissioners came out of Executive Session and unanimously voted for the Slavin Management Consultants to conduct the City Manager search.

BUDGETARY INFORMATION: The City received a proposal of a not to exceed price of \$24,017.25, which will be paid for with funds from the City Manager's operating budget.

ACTION REQUESTED: It is recommended that proper legislation be prepared authorizing the City Manager to enter into a Search Services Agreement with Slavin Management Consultants of Norcross, GA for the Recruitment & Executive Search for the City Manager Position and be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the agreement to be executed and enable the consultant to proceed with the recruitment and search of a City Manager at the earliest opportunity.

I concur with this recommendation:

John Orzech
Interim City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Slavin- City Manager Recruitment Firm

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 #110-7020-53000

By: _____



Michelle Reeder

Finance Director

Dated: 2/21/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SEARCH SERVICES AGREEMENT WITH SLAVIN MANAGEMENT CONSULTANTS OF NORCROSS, GEORGIA, FOR ASSISTANCE IN THE RECRUITMENT AND SELECTION OF A NEW CITY MANAGER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission at their regularly scheduled meeting on January 9, 2023, directed Staff to issue a Request for Proposals to hire a Recruitment & Executive Search firm to assist with finding qualified candidates to fill the vacant City Manager position; and

WHEREAS, a Request for Proposals (RFP) was issued on January 17, 2023, in which six (6) submittals were received, evaluated by a Selection Committee, and the top two (2) firms were interviewed with the top two (2) firms and Selection Committee recommendation presented to City Commission for consideration; and

WHEREAS, subsequent to an Executive Session at their regularly scheduled meeting on February 13, 2023, the City Commission unanimously approved Slavin Management Consultants to conduct the City Manager search as the most qualified based upon the firm's experience, approach, references, timeline and costs; and

WHEREAS, the total cost of the services is \$24,017.25 and will be paid with funds from the City Manager's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the agreement to be executed and enable the consultant to proceed with the recruiting and search of a City Manager at the earliest opportunity; and

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

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

Section 1. This City Commission approves the form of the agreement and authorizes and directs the City Manager to enter into a Search Services Agreement with Slavin Management Consultants of Norcross, Georgia, for assistance in the recruitment and selection of a new City Manager, substantially in

the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Twenty Four Thousand Seventeen and 25/100 Dollars (\$24,017.25).

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 27, 2023



SEARCH SERVICES AGREEMENT

CITY OF SANDUSKY, OHIO

CITY MANAGER

This Agreement, made and entered into on this 16th day of February, 2023, by and between the City of Sandusky, Ohio (hereinafter referred to as "Client") and Slavin Management Consultants (hereinafter referred to as "Contractor"), is for the providing of consulting services as set out in the Contractor's proposal dated January 27, 2023.

The parties hereto agree to the following provisions:

- (a) For the work outlined in the above-referenced proposal, Client will pay Contractor \$15,495.00 for professional fees.
- (b) Expenses will not exceed 55% of the professional fee (\$8,522.25) and will include such items as travel, advertising, telephone, background checks, administrative/word processing support, supplies, report production and other directly related costs.
- (c) Contractor will submit three equal monthly invoices each in the amount of 30% of professional fee (\$4,648.50). Our final invoice covering the remaining 10% of the professional fee (\$1,549.50) will be submitted approximately thirty (30) days after satisfactory completion of the project. All invoices are payable upon receipt. Actual expenses will also be included as incurred.
- (d) Client's liability to Contractor for professional services under this agreement shall not exceed the agreed upon price unless an increase is so authorized.
- (e) Contractor's liability to Client for loss or damage resulting from errors, omissions, or negligent acts of the Contractor occurring during the rendering of these services shall not exceed the amount paid by Client for services rendered. Contractor's liability shall not be construed as liability for damage caused by or resulting from the negligence of the Client, its agents, or employees.
- (f) Either party may terminate this agreement in whole or in part by the giving of ten (10) days written notice to the other party, provided that one of the following stipulations are satisfied:
 - 1) If termination is effected by Client, the Client will pay Contractor for all work performed through and including the date of termination;
 - OR
 - 2) If termination is effected by Contractor, the Contractor will complete work for all compensation received and issue a final invoice for services performed through and including the date of termination, which invoice shall be paid by Client within thirty (30) days.

Contractor's ability to carry out the work required is heavily dependent upon past experience in providing similar services to others, and we expect to continue to perform such work in the future. The confidential nature of any information received from you or developed during the work will be preserved in accordance with our professional standards.

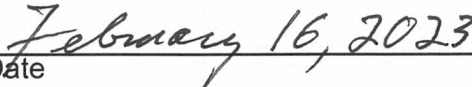
Contractor assures employment of the best efforts to carry out the work required. The results obtained, recommendations and any written material provided will represent Contractor's best judgment based on the information available.

Contractor carries sufficient general liability, workers compensation, and professional liability insurance which are in effect and will remain in effect throughout the duration of this project.

SLAVIN MANAGEMENT CONSULTANTS by:



Robert E. Slavin, President



Date

Accepted for:

EXHIBIT "1"

THE CITY OF SANDUSKY, OHIO by:

Name

Title

Date

THE CITY OF SANDUSKY, OHIO

**Request for Proposals Recruitment &
Executive Search Firms
for**

City Manager

Prepared by Robert E. Slavin on January 27, 2023



SLAVIN MANAGEMENT
CONSULTANTS

3040 Holcomb Bridge Rd. Suite A-1 • Norcross, Georgia 30071 • (770) 449-4656 • FAX (770) 416-0848 • E-mail:
slavin@bellsouth.net www.slavinweb.com

With an affiliates in Burlington, NC; Cincinnati, OH; Lexington, KY; Manteca, CA and Mesa, AZ

TABLE OF CONTENTS

TITLE/COVER PAGE	1
INTRODUCTION	2
PROPOSAL NARRATIVE	2
Develop Position Profile	3
Identify Qualified Candidates	3
Evaluate Prospective Candidates	3
Preliminary Screening and Progress Report	3
Selection and Employment	4
In-depth Screening and Final Report	4
Establish Evaluation Criteria	4
Follow-up	4
Reporting	5
Deliverables	5
Sample of Recent SMC Chief Executive Searches	5
Assigned Staff	6
Robert E. Slavin, President	7
David Krings, ICMA-CM (Retired), SMC Regional Manager	7
GUARANTEES	8
TIME LINE	8
COST PROPOSAL	9
Professional Fees	9
Expenses (Not-to-Exceed)	9
REFERENCES	11

ENCLOSURES

City Income Tax Waiver and Release Firm
Proof of Insurability
Personal Property Tax Form
Bidder's Affidavit #1
Bidder's Affidavit #2
Non-Collusion Affidavit

EXHIBITS

Sample Recruitment Profile - Kettering, OH
Pro Forma Invoice
Client List
EEO Statement
SMC Sexual Harassment Policy
Minority and Female Placements

TITLE/COVER PAGE

January 27, 2023

Connie Nicholson
City of Sandusky
% Administrative Services
240 Columbus Avenue
Sandusky, Ohio 44870



Re: Request for Proposal Recruitment & Executive Search Firms for City Manager

Slavin Management Consultants (SMC) is pleased to submit this proposal to conduct an executive search for the next City Manager of Sandusky. The purpose of this project is to help the City Commission to develop and agree to a comprehensive position profile for City Manager and then to identify, recruit and present outstanding candidates who meet these criteria. Once the profile has been approved by the City Commission, SMC will have no difficulty identifying quality prospective candidates and becoming immediately productive. It is normal for a City Manager search to take between sixty and ninety days to complete. Although, some modification to the process described in this proposal may be necessary to accommodate COVID-19, the quality of the outcome and the time line should not be affected. In fact, current COVID-19 restrictions plus the fact that Dave Krings lives in Cincinnati will cause the project expense costs to be less than described in this proposal.

SMC is a national firm, strategically based in Norcross, Georgia for easy access to Atlanta's Hartsfield - Jackson International Airport - the world's busiest airport. We have affiliates in Burlington, NC; Cincinnati, OH; Lexington, KY; Manteca, CA and Mesa, AZ.

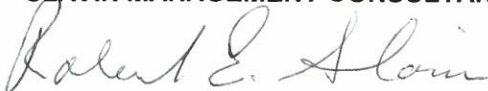
As a high quality, independent management consulting firm, Slavin Management Consultants is most capable and interested in providing these services to the City. Over the years we have recruited more than 900 local government executives including in Ohio. In Ohio, SMC has placed executives in Amberly Village, Beavercreek, Cleveland, Dayton, Glendale, the Greater Dayton Regional Transit Authority, Hamilton County, Kettering, Loveland, the Metropolitan Sewer District of Greater Cincinnati, the Miami Valley County Regional Planning Commission, the Montgomery County Board for Developmental Disability Services, Oberlin, Shaker Heights, Wyoming and Tipp City.

Slavin Management has strong and proven commitment to providing exceptional recruitment services to public agencies and has received many accolades supporting this work. I have the authority to bind SMC to a contract with the City of Sandusky.

Thank you for the opportunity to submit this proposal. We look forward to working with the City of Sandusky on this critical and highly challenging project
Our contact information is:

Robert E. Slavin, President
Slavin Management Consultants
3040 Holcomb Bridge Road, A1
Norcross, GA 30071
E-mail: slavin@bellsouth.net
Phone: 770.449.4656
Fax: 770.416.0848

SLAVIN MANAGEMENT CONSULTANTS



Robert E. Slavin, President

INTRODUCTION

Slavin Management Consultants (SMC) is an independent management consulting firm formed in 1991 and incorporated in the State of Georgia. We operate nationwide from our home office located near Atlanta at 3040 Holcomb Bridge Road, A1; Norcross, Georgia 30071. Phone: (770) 449-4656; fax: (770) 416-0848 and email: slavin@bellsouth.net. SMC has affiliates in Burlington, NC; Cincinnati, OH; Louisville, KY; Manteca, CA and Mesa, AZ. Over the years SMC has placed more than 900 local government and nonprofit executives.

SMC is a Georgia corporation. The principal and only stock holder of the firm is Robert E. Slavin. Mr. Slavin has extensive experience as a local government executive and as a management consultant. SMC provides exceptionally high-quality consulting services to state and local governments, health care providers, transit authorities, utilities, special districts, and private sector clients. Specialty practice areas include executive recruitment, pay and classification, performance appraisal systems, and organization development and training. Our key consultants have conducted successful assignments for hundreds of public sector organizations nationally and offer many references as testimony of our work.

In considering our proposal we point out several factors about our firm and our approach that will be of significant benefit to the City:

- We are results oriented. Once the recruitment profile is approved, we "lock" into the criteria established and carefully identify, recruit and evaluate candidates who meet **your criteria**. We do not simply bring forward candidates whom we may already know.
- Our key staff members have extensive experience in conducting executive searches for the public sector throughout the nation.
- We are committed to complete client satisfaction. Our successful placement-oriented approach will ensure that the project work is practical, realistic, timely and that it has the full commitment and support of the City so that a successful placement will be facilitated.
- We use discount airfares and leverage trips between clients whenever possible to reduce expenses to our clients.
- We are leaders in the field of executive search in the public sector and our methodologies are state-of-the-art. We can address all aspects of your assignment.
- According to the International City/County Management Association, the average tenure of a city/county manager is approximately five years. The average tenure of local government chief executives placed by Slavin Management Consultants exceeds seven years.
- Our style is interactive. That is, we strive to build a partnership with our clients.
- We are experts in EEO/AA recruitment. More than 25% of our placements are women and/or minorities.
- SMC is an equal opportunity employer and recruiter, and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, sexual orientation, disability or national origin.

PROPOSAL NARRATIVE

SMC uses a "critical path" search process strategically designed to allow our clients to focus attention on the selection process rather than on identifying, recruiting, screening and evaluating candidates. We understand that each client's need for key executives is different and that there is no "best" person for all situations. The best prospects are typically happily employed and not responding to advertisements. These people need to be found and encouraged to become candidates. They are understandably reluctant to apply for positions when their interest could become a matter of public information prior to

being assured that the City is interested in their candidacy. Our approach to this assignment will reflect the unique qualities of Sandusky. It will honor the interests of candidates to the extent possible under Ohio law.

We recommend a five-step process as follows:

- Define job qualifications and requirements for the City Manager position — the "recruitment profile."
- Identify and recruit qualified candidates.
- Evaluate prospective candidates.
- Make recommendations, help in selection and facilitate employment.
- Establish evaluation criteria and follow-up.

Each step of this process is described below.

A. Develop Position Profile

We will meet with each City Commissioner individually and, with the City Commission's approval, with staff and community leaders to learn the City's needs, focus and requirements such as experience, education and training as well as preferred management style and personal traits. In developing the recruitment profile, we will spend a considerable amount of time at the beginning of the process in Sandusky to gather information about the City and to ascertain, the unique challenges of the job and the general environment within which the position functions.

Once we have gained the necessary information, we will prepare a draft recruitment profile and review it with the City Commission to arrive at a general agreement regarding the specifications for the position. The final profile will include information about the Erie County Region, the City of Sandusky, the City government, major issues to be faced, the position and the selection criteria established.

B. Identify Qualified Candidates

Once we know and understand the City's criteria and expectations we will develop a targeted marketing program specifically designed to meet those expectations. SMC's recruitment methodologies are state-of-the-art and include placing advertising in professional publications and on professional websites, outreach networking using professional association and social media websites and the use of SMC's large data base. SMC will acknowledge all resumes received and will carefully screen all applicants.

C. Evaluate Prospective Candidates

Preliminary Screening and Progress Report

Criteria for the preliminary screening will be contained in the approved recruitment profile. They will include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resume and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the recruitment profile.

We ask well-qualified candidates to complete a comprehensive supplemental questionnaire that is specifically tailored to the City's profile. Through this written instrument, candidates provide substantial information about their career interests and accomplishments, their leadership and management philosophy and style, reasons for job changes, their future career aspirations, etc.

We will meet with the City Commission to provide a progress report on a number of semifinalist candidates. These individuals will be top prospects who clearly meet the City's specifications for the position. With guidance from the City, we will narrow the semifinalist candidate group on the basis of refined criteria. During this meeting we will determine the City Commission's expectations relative to the components and scheduling of the final candidate interview process.

D. Selection and Employment

In-depth Screening and Final Report

At this point, we will conduct in person or virtually interviews with those semifinalist candidates whom the City Commission has the greatest interest in. Proper "fit" is as important as technical ability. We assess both. In order to best assess candidates' management style and interpersonal characteristics, we personally interview each in his or her present work environment. We will closely examine each candidate's experience, qualifications, achievements, management style and interpersonal skills in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications, skills and achievements.

We conduct in-depth background checks on those individuals who continue to demonstrate their overall suitability for the position. Included are detailed and extensive reference checks which cover a minimum period of ten years. In conducting these, it is our practice to speak directly to individuals who are now or have been in positions to evaluate the candidate's job performance. We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates.

As part of our evaluation process we conduct credit checks and verify undergraduate and graduate college degrees. We also conduct internet and criminal, civil and driving court records and sex offender registry checks. At the City's option, we can psychological (or similar) testing of the candidates. This optional item may result in extra cost.

We will then meet with the City Commission to present a group of well-qualified finalist candidates for interviews in Sandusky. These final candidates will not be ranked because, at this point, they will all be qualified and it will then be a matter of chemistry between the candidates and the City Commission that should produce the final selection decision.

Our final report will be presented in a meeting with the City Commission. This written report is a comprehensive document. It contains our candidate recommendations, details about the search, interview tips, interview questions, candidate evaluation forms and information about legal vs. illegal inquiries. The report also includes the candidate interview schedule as well as our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews. The report contains comprehensive information about each recommended candidate. This includes educational and experience information, an evaluation of the candidate's experience relative to the criteria established by the City, a summary of reference comments and a statement of accomplishments and management style prepared by the candidate. Present compensation is also provided for each recommended candidate.

We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate roles for spouses, receptions, etc. We arrange schedules for top candidate interviews with the City and we will coordinate the entire process.

We will properly handle any and all media relations. Unless otherwise directed, it is our practice to inform the media that we are working on behalf of the City of Sandusky and that any public statement should come from the City directly. Under no conditions will we release information to the media unless specifically directed by the City to do so.

We will notify all unsuccessful candidates of the final decision reached. We will continue to work for the City until a suitable candidate is recruited and hired by the City.

E. Establish Evaluation Criteria

Once the new City Manager has been on board for 30 days or so, we will conduct a session with the City Commission and with the new City Manager to establish mutual performance criteria and goals for the position.

F. Follow-up

We will follow-up with the City Commission and the new City Manager during the first year and assist in making any adjustments that may be necessary.

G. Reporting

We will keep the City informed, involved in decisions and involved in the search process. We will provide frequent progress reports to the City.

H. Deliverables

Deliverables include the recruitment profile (draft and final), the advertisement (draft and final), the progress report (presented in person), the final report with interview tips, interview schedule, interview questions, candidate resumes, candidate evaluations, candidate writing samples, rating sheets, ranking forms, tabulation forms and appropriate/inappropriate question list and negotiated employment agreement between the City and the selected candidate.

SMC is an equal opportunity employer and recruiter and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, sexual orientation, disability or national origin.

I. Sample of Recent SMC Chief Executive Searches

CLIENT	POP	SEARCH FOR	START DATE	FINISH DATE	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Buncombe County, NC	260,000	County Manager	10/29/18	1/7/19	Slavin/Libscomb	Chair Brownie Newman (828) 243-0107 newman@buncombecounty.org
Corpus Christi, TX	285,000	City Manager	12/13/18	4/10/19	Slavin/Wenbert	Mayor Paulette M. Guajardo (361) 826-3100 paulette.guajardo@cctexas.com
Corinth, TX	20,600	City Manager	8/15/16	12/3/16	Slavin/Krings	Guadalupe Ruiz Human Resources Director (940) 498-3277 gruiz@cityofcorinth.com
Danville, KY	17,000	City Manager	9/16/20	11/30/20	Slavin/Frank	Mayor Mike Perros (859) 238-1200 mayor@danvilleky.org
Daytona Beach, FL	68,900	City Manager	12/08/20	03/12/21	Slavin/Lipscomb	James Sexton (386) 671-8200 sextorj@codb.us
Dothan, AL	68,500	City Manager	9/12/18	3/21/19	Slavin	Mayor Mark Saliba (334) 615-3110 mayor@dothan.pog
Durango, CO	19,071	City Manager	2/4/20	7/3/20	Slavin/Krings	Mayor Kim Baxter (970) 375-5005 kimbaxter@durangogov.org
Evans, CO	21,400	City Manager	10/4/16	1/20/17	Slavin/Wenbert	Mayor John Morris (970) 475-2209 jmorris@evanscolorado.gov
Georgetown, SC	10,000	City Administrator	3/14/19	5/31/19	Slavin	Mayor Brendon Barber (843) 545-4175 bbarber@cogsc.com
Georgetown County, SC	61,000	County Administrator	11/22/19	3/11/20	Slavin/Lipscomb	Board Chair John Thomas (843) 327-3718 johnthomas@gtcounty.org
Greenville, NC	84,500	City Manager	3/15/17	6/11/17	Slavin	Mayor PJ Connelly (252) 329-4419 amthomas@greenvillenc.gov

CLIENT	POP	SEARCH FOR	START DATE	FINISH DATE	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Kettering, OH	57,862	City Manager	8/16/22	10/07/22	Slavin/Krings	Mayor Peggy Lehner (937) 296-2416 peggy.lehner@ketteringoh.org
Laredo, TX	250,000	City Manager	11/21/19	4/14/20	Slavin/Krings	Carolina "Carol" Thurkettle Talent Management Admr (956) 791-7412 cthurkettl@ci.laredo.tx.us
Lubbock, TX	340,000	City Manager	7/18/16	10/28/16	Slavin/ Wenbert	Mayor Dan Pope (806) 775-2010 dpope@mylubbock.us
Maplewood, MO	8,100	City Manager	3/15/21	6/14/21	Slavin	Mayor Nikylan Knapper (314) 325-9033 n-knapper@city of maplewood.com
Mount Dora, FL	12,500	City Manager	Current	Current	Slavin	Sharon Kraynik Human Resources Dir Ph: (352) 735-7175 krayniks@ci.mount-dora.fl.us
Mount Rainier, MD	8,100	City Manager	3/04/21	7/08/21	Slavin	Mayor Celina Benitz (301) 985-6585 mayorbenitez@mountrainiermd.org
Metro/Plan Orlando	3-County MPO	Executive Director	3/23/18	6/1/18	Slavin	Mr. Jason S. Loschiavo, CPA Director of Finance & Admin MetroPlan Orlando (407) 481-5672 Ext. 310 jloschiavo@metroplanorlando.org
Metropolitan Washington COG (D.C.)	Regional COG & MPO	Chief Financial Officer	3/23/19	9/20/19	Slavin/Frank	Mr. Chuck Bean, Executive Director (202) 962-3214 cbean@mwkog.org
Quitman, GA	3,703	City Manager	3/17/21	8/03/21	Slavin/Lipscomb	Mayor Nancy Dennard (229) 263-4166 ndennard@quitmanga.gov
Volusia County, FL	550,000	Deputy County Manager	3/18/19	7/21/19	Slavin/Lipscomb	Mr. George Recktenwald County Manager (386) 736-5920 grecktenwald@volusia.org

J. Assigned Staff

As SMC President, Bob Slavin will retain overall management responsibility for the search. He and Dave Krings will serve as the primary consultants for the project. Mr. Slavin the owner and president of SMC and is among the most experienced recruiters of governmental managers in the nation. Dave Krings is a former County Administrator for Hamilton County as well as a previous Village Administrator for Lockland. Dave is a former International City/County Management Association President and a retired ICMA Credentialed Manager. He lives in Cincinnati. Both consultants have served in executive level local government positions and both are highly experienced human resources consultants. Both team members are long-term members of a variety of professional organizations and stay abreast of new and changing laws, developments and trends by regularly attending specialized workshops, seminars and annual conferences.

SMC has completed more than 900 successful executive searches for local governments and nonprofit agencies located in approximately forty-five states.

Robert E. Slavin, President

Mr. Slavin is among the best known and respected professional recruiters in the business. He is a frequent speaker before professional groups and he has written several articles for professional journals concerning governmental management. By special invitation, Mr. Slavin assisted the United States Office of Personnel Management to define and set up the Senior Executive Service for the Federal Government.

Mr. Slavin began his local government career in 1967. His experience includes twelve years working directly for local governments and it includes seven years as a principal consultant with the government search practice of Korn/Ferry International, the largest private sector search firm in the world. He headed the local government search practices for Mercer/Slavin, Incorporated, Mercer, Slavin & Nevins and Slavin, Nevins and Associates, Inc. Mr. Slavin now heads the executive search practice for Slavin Management Consultants. Clients include state and local governments, nonprofit and private sector businesses all over the United States. His experience includes search assignments for the 1984 Los Angeles Olympic's Organizing Committee.

Mr. Slavin's experience and qualifications include organizational analysis, classification and compensation studies, and assessment centers and human resource's systems studies.

Before being invited to join Korn/Ferry International, Mr. Slavin served as Assistant City Manager/Director of Human Resources for the City of Beverly Hills, California.

While at Beverly Hills, Mr. Slavin conducted many executive level recruitment assignments involving nationwide search and placement. Before joining the City of Beverly Hills, Mr. Slavin was the Assistant Personnel Director for the City of San Leandro, California.

Before San Leandro, Mr. Slavin was on the personnel staff of Santa Clara County, California. His assignments included recruitment, classification and selection for the County's Health Department, Medical Center, Transportation Agency, Sheriff's Office, Superintendent of Schools, Fire Marshall, Assessor's Office, Library System and County Recorder's Office.

Mr. Slavin received his Bachelor of Science degree in Political Science from the University of Santa Clara, and has completed the graduate course work for a Master's degree in Public Administration at California State University at Hayward. He is a Certified Professional Consultant to Management by the National Bureau of Certified Consultants.

Organizations

- International City/County Management Association
- American Society for Public Administration
- International Personnel Management Association
- IPMA - Human Relations Commission
- IPMA - Publications Review Committee
- Society for Human Resource Management
- Southern California Public Labor Relations Council
- Southern California Municipal Assistants
- Bay Area Salary Survey Committee

David Krings, ICMA-CM (Retired), SMC Regional Manager

Mr. Krings, who is based in Cincinnati, OH, has more than 45 years of experience at the top levels of State, County, and Municipal Governments. In more recent years he has served local governments throughout the United States in a consulting capacity. He is internationally recognized as a state and local government management practitioner and consultant. Dave has been on the professional staff of governors in both Wisconsin and Arkansas. He served as the County Administrator in Peoria County (Peoria) Illinois and Hamilton County (Cincinnati) Ohio. Both Hamilton County and Peoria County received national recognition for innovative, quality management during Dave's tenure. He also served as the Assistant Executive Director for Ramsey County (St. Paul) Minnesota.

In 2005, Mr. Krings began his encore career, still in public service, but in a much broader capacity than in prior years. He is the Midwest Regional Director of Slavin Management Consultants, specializing in local government management searches.

He has served as an adjunct Public Administration instructor for the University of Cincinnati and on the faculty of the University of Illinois, Community Information and Education Service.

His peers recognized his leadership by selecting him as the first person to be both the President of the International City-County Management Association (ICMA) and the President of the National Association of County Administrators (NACA). He continues to serve both organizations as an advocate for professional training and ethical behavior. He also is a former president of County Administrators Associations in Illinois and Ohio.

Dave has a M.A. in public policy and administration from the University of Wisconsin-Madison and a BA from Carroll College (Waukesha, Wisconsin). He has also studied at schools in Denmark and Mexico.

He is a recipient of an American Society for Public Administration chapter Good Government Award and is recognized by International City/County Management Association (ICMA) as a retired credentialed manager.

GUARANTEES

SMC provides a comprehensive set of assurances and guarantees to our executive recruitment clients that include:

- We are committed to excellence. We guarantee the highest quality of work and its success in your environment. To accomplish this, we will continue to work with the City until the City is satisfied with the candidates and a satisfactory candidate is selected and accepts employment.
- We guarantee our work and will redo the search if the position is vacated, for any reason, within two years of the employment date of a candidate selected by the City through our efforts.
- We will never actively recruit any *candidate who we have placed* **nor** will we actively recruit *any employee* from a client organization for at least two years from the completion date of an assignment.

TIME LINE

The search process normally takes between sixty (60) and ninety (90) days to complete and typically follows the following pattern:

		DAYS			
STEPS		1-30	30-45	45-60	60-360
1.	DEVELOP SEARCH PROCESS, RECRUITMENT PROFILE AND ADVERTISING PROGRAM FOR CITY COMMISSION APPROVAL	✓			
2.	IDENTIFY QUALIFIED CANDIDATES, REVIEW DATA BASE, NETWORK, RECEIVE AND REVIEW RESUMES	✓	✓		
3.	SCREEN & EVALUATE PROSPECTIVE CANDIDATES		✓		
4.	PROGRESS MEETING AND REPORT		✓		
5.	INTERVIEW AND EVALUATE PROSPECTIVE CANDIDATES		✓	✓	
6.	SUBMIT FINAL REPORT AND RECOMMENDATIONS, ASSIST IN SELECTION, FACILITATE EMPLOYMENT			✓	
7.	ESTABLISH EVALUATION CRITERIA AND FOLLOW-UP				✓

Approximately ten semifinalist candidates are presented to the City at the progress meetings. Generally, about five finalist candidates are presented for interviews with the City Commission.

COST PROPOSAL

Professional Fees

Our fees are based on a rate schedule that reflects the experience of the individual assigned. We use a flat fee rate schedule. Therefore, there are no project limitations based on annual salary. For this assignment we are proposing to use only consultants who have specific experience on similar assignments for other clients. We will use senior consultants where appropriate and to reduce the overall cost. We will use staff consultants when feasible. The following tables show the level of involvement by project step and cost.

PROJECT COSTS					
STEPS	ASSIGNED HOURS (Approximate)			RATE (Hr)	FEES
	Project Manager	Consultant	Total		
1. Project Planning/Develop Position Profile/ Prepare Advertising	34		34	85	\$2,890
2. Identify & Recruit Candidate/Acknowledge Resumes	32		32	85	\$2,720
		32	32	35	\$1,120
3. Preliminary Candidate Screening	8		8	85	\$680
		8	8	35	\$280
4. Progress Report to City/Reduce Candidate Pool	8		8	85	\$680
		8	8	35	\$280
5. In-depth Candidate Evaluation (Includes on-site consultant interviews with semi-finalist candidates)	36		36	85	\$3,060
		16	16	35	\$560
6. Arrange for & Schedule Final Interviews	4		4	85	\$340
7. Prepare Final Report with Interview Questions and Selection Criteria	10		10	85	\$850
		12	12	35	\$420
8. Present Final Report and Attend Interviews	12		12	85	\$1,020
9. Assist in Employee Selection	2		2	85	\$170
10. Negotiate Employment Agreement	5		5	85	\$425
11. Establish Performance Goals	6		6	No Charge	\$0
12. Follow-up	4		4	No Charge	\$0
TOTAL HOURS	161	76	237		
TOTAL PROFESSIONAL FEE					\$15,495

Expenses (Not-to-Exceed)

Consultant Travel Costs: The client pays direct cost for all necessary consultant travel using coach or, when available, lower air rates, corporate hotel rates at moderately priced properties (Holiday Inn or equivalent), rental cars, using the corporate discount and normal meals. Our client controls these costs in the following ways: (1) when appropriate, consultants will accomplish multiple purposes when traveling and will allocate costs to multiple clients; (2) the client pre-approves all work plans including all consultant (and candidate) travel.

Office Costs Include: Telephone (\$350 flat fee, billed in two installments), FAX, postage, messenger, copier, and clerical costs.

Consultant travel, classified advertising and office costs to support the executive search project described

in this proposal will not exceed 55% of the professional fee (\$8,522.25). Therefore, the total cost to the City for the proposed work will not exceed **\$24,017.25**.

The costs for final candidates to travel to Sandusky for interviews are not covered by this proposal. These costs vary widely and are impossible to anticipate at the beginning of a search. Candidate travel expenses are typically paid by the City on a reimbursement basis, directly to the candidates, and controlled through the City's prior approval of the finalist candidates.

Should the City's needs result in additional project scope that significantly increases costs it may be necessary to increase the expense budget for the project.

Your liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by you in writing.

We will submit monthly invoices for fees and expenses. It is our practice to bill 30% at the start of the searches, 30% at the end of thirty days, 30% at the end of sixty days, and the remaining 10% shortly after the time the new City Manager accepts employment with the City. Each invoice will be payable upon receipt for professional services. SMC does not provide discounts.

Expenses will be billed in addition and shown as a separate figure. Attached is a pro-forma invoice showing the level of accounting detail we will provide.

Expenses will be billed in addition and shown as a separate figure. Attached is a pro-forma invoice showing the level of accounting detail we will provide.

We will comply with all applicable laws, rules, and regulations of federal, state, and local government entities.

Our ability to carry out the work required will be heavily dependent upon our experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out this engagement. The results obtained, our recommendations, and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Ohio.

REFERENCES

Mayor Diane Wolfe Marlin

City of Urbana
400 South Vine Street
Urbana, IL 61801
(217) 384-2456
City Administrator Search (2018)
dwmartin@urbanaillinois.us

Anthony Traxler

Public Works Director/Assistant City Manager
City of Maplewood
7601 Manchester Rd.
Maplewood, MO 63143
(314) 646-3653
City Manager Search (2020)
a-traxler@cityofmaplewood.com

Mayor Peggy Lehner

City of Kettering
Kettering Government Center
3600 Shroyer Road
Kettering, OH 45429
(937) 296-2416
City Manager Search (2022)
peggy.lehner@ketteringoh.gov

Kit P. Ketchmark

Village Trustee
Village of Brookfield
8820 Brookfield Ave.
Brookfield, IL 60513
(708) 485-7344
City Manager Search (2018)
kketchmark@brookfieldil.gov

Councilor Kim Baxter

City of Durango
949 E. 2nd Ave.
Durango, CO 81301
(970) 799-5799
City Manager Search (2020)
kimbaxter@durangogov.org

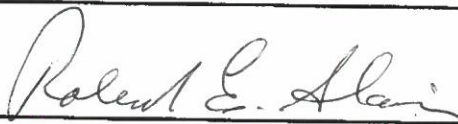
ENCLOSURES

Waiver and Release Form

In consideration of the review by the City of Sandusky, Ohio, of a contract proposal and bid submitted by the undersigned, and as a condition precedent thereto, the undersigned does hereby authorize and direct the release to administrative officers of the City of any and all information related to the current obligations of the undersigned to the City, including, but not by way of limitation, obligations under the City's income tax, hereby waiving any privilege, statutory or otherwise, as to the same, and releasing the City of Sandusky, Ohio, its officers, agents, and employees from any liability in relation thereto.

Slavin Management Consultants

BY:

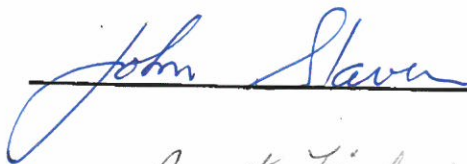


Robert E. Slavin, President

DATE:

January 27, 2023

SIGNED IN THE PRESENCE OF:





ROBEESL-01

MADAMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Siegel Insurance Inc 2987 Clairmont Rd Suite 425 Atlanta, GA 30329	CONTACT NAME:		
	PHONE (A/C, No, Ext): (404) 633-6332	FAX (A/C, No): (404) 633-9388	
	E-MAIL ADDRESS: info@siegelinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : The Travelers Indemnity Company		25658
INSURED Robert E Slavin, Inc d/b/a 3040 Holcomb Bridge Rd A1 Norcross, GA 30071-1357	INSURER B : Travelers Casualty & Surety Company		19038
	INSURER C : United States Liability Insurance Company		25895
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-594D6811-22-42	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680-594D6811-22-42	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N / A	UB-1J744007-22-42	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabili			SP1010634P	3/2/2022	3/2/2023	Prof Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SAMPLE CERTIFICATE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**SLAVIN MANAGEMENT
CONSULTANTS**

Recruitment & Executive Search

PROJECT NAME: Firms for the City Manager Position

CONTRACT NO.: _____

PERSONAL PROPERTY TAX
CERTIFICATION
REQUIRED BY OHIO REVISED CODE
SECTION 5719.042

FINANCE DIRECTOR
CITY OF SANDUSKY

Robert E. Slavin, Inc. (DBA Slavin Management Consultants)

BIDDER'S NAME

STATE OF Georgia

COUNTY OF Gwinnett SS:

THE UNDERSIGNED HEREBY CERTIFIES THAT THE BIDDER TO WHOM CONTRACT AWARD IS BEING CONSIDERED WAS NOT CHARGED WITH ANY DELINQUENT PERSONAL PROPERTY TAX ON THE GENERAL TAX LIST OF PERSONAL PROPERTY FOR ANY COUNTY IN THE STATE OF OHIO AT THE TIME THE BID WAS SUBMITTED FOR THE ABOVE-REFERENCED CONTRACT.

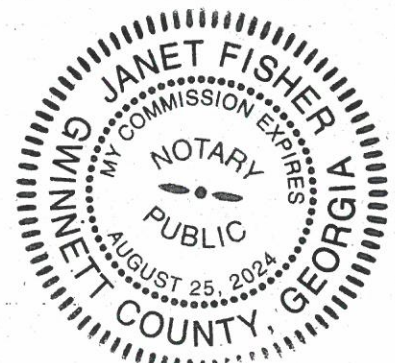
NAME: Robert E. Slavin
(SIGNATURE)
NAME: Robert E. Slavin
(PRINTED)
TITLE: President

STATE OF Georgia
COUNTY OF Gwinnett SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 27th DAY
OF January, 2023.

Janet Fisher
NOTARY PUBLIC

NOTE: THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S LETTERHEAD AND SIGNED BY THE APPROPRIATE SIGNATORY BEFORE A NOTARY PUBLIC.





**SLAVIN MANAGEMENT
CONSULTANTS**

**CITY OF SANDUSKY
BIDDER'S AFFIDAVIT**

Recruitment & Executive Search
Firms for the City Manager Position

PROJECT NAME: _____
CONTRACT: _____

ETHICS CERTIFICATION PURSUANT
TO OHIO REVISED CODE SECTIONS
9.24, 102.03, 102.04 AND 2921.42

[NOTE: THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S LETTERHEAD
AND SIGNED BY THE APPROPRIATE SIGNATORY BEFORE A NOTARY
PUBLIC. CROSS OUT EITHER PARAGRAPH 2 OR 3, WHICHEVER IS NOT
APPLICABLE. IF PARAGRAPH 3 IS NOT CROSSED OUT, EXHIBIT A MUST
BE COMPLETED AND ATTACHED TO NAME AND DESCRIBE THE
INTERESTS OF ALL RELATED PERSONS.]

DIRECTOR OF ENGINEERING SERVICES
CITY OF SANDUSKY

Robert E. Slavin, Inc. (DBA Slavin Management Consultants)

BIDDER'S NAME

STATE OF Georgia

COUNTY OF Gwinnett SS:

The undersigned hereby certifies as follows:

1. No unresolved finding for recovery has been issued against the Bidder by the Auditor of State.

2. No official or employee of the City of Sandusky is officer, director, trustee, shareholder, partner, member or owner of the Bidder (each, a "Related Person"), or is a business associate or a member of the family of the Bidder or a Related Person.

3. An official or an employee of the City of Sandusky is an officer, director, trustee, shareholder, partner, member or owner (each, a "Related Person") of the Bidder, or is a business associate or a member of the family of the Bidder or Related Person, but

a. the subject of the Contract is necessary supplies or services for the City of Sandusky;

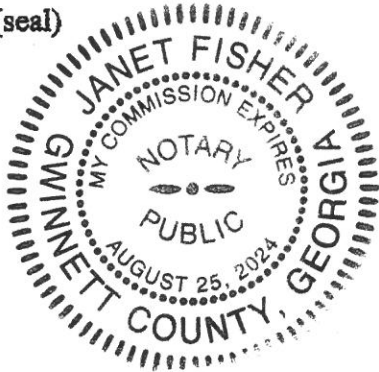
(STREET RESURFACING;9)

Robert E. Slavin, President CITY-BA-1
01/27/2023

STATE OF Georgia)
COUNTY OF Gwinnett) ss

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 27th DAY OF January, 2023.

(seal)



Notary Public

Janet Fisher

CITY OF SANDUSKY
BIDDER'S AFFIDAVIT
EXHIBIT A

Project Name: Recruitment & Executive Search
Firms for the City Manager Position
Contract: _____
Bidder's Name: Robert E. Slavin, Inc. (DBA Slavin Management Consultants)

Related official/public employee:

Name: Not Applicable

Title/Position: Not Applicable

Relation to Bidder: Not Applicable



**SLAVIN MANAGEMENT
CONSULTANTS**

**CITY OF SANDUSKY
BIDDER'S AFFIDAVIT #2**

**Recruitment & Executive Search Firms
CONTRACT NAME: for the City Manager Position**

LOBBYING AND CAMPAIGN
FINANCING CERTIFICATION

DIRECTOR OF ENGINEERING SERVICES
CITY OF SANDUSKY

Robert E. Slavin, Inc. (DBA Slavin Management Consultants)

BIDDER'S NAME

STATE OF Georgia

COUNTY OF Gwinnett SS:

The undersigned hereby certifies as follows:

1. The Bidder is and will remain in compliance with the requirements of Sections 101.70 and 121.60 *et seq.* of the Ohio Revised Code relating to lobbying.
2. The Bidder is and will remain in compliance with Chapter 3517 of the Ohio Revised Code, Campaign Financing, including that all applicable parties listed in division (I)(3) (with respect to non-corporate entities and labor organizations) or (J)(3) (with respect to corporations) are in full compliance with divisions (I)(1) and (J)(1) of the Ohio Revised Code Section 3517.13.

NAME: Robert E. Slavin
(SIGNATURE)

NAME: Robert E. Slavin
(PRINTED)

TITLE: President

CITY-BA2-1

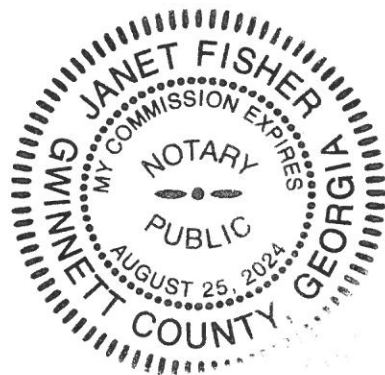
STATE OF Georgia

COUNTY OF Gwinnett SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 27th
DAY OF January, 20 23.

Janet Fisher
NOTARY PUBLIC

**NOTE: THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S
LETTERHEAD AND SIGNED BY THE APPROPRIATE
SIGNATORY BEFORE A NOTARY PUBLIC.**



STATE OF Georgia }
COUNTY OF Gwinnett } SS:

(1) The bid to the City of Sandusky, Ohio, submitted by the Bidder on January 27, 2023
in accordance with the Contract Documents dated January 17, 2023 (the "Bid")
has been prepared by the Bidder without collusion or fraud with any Person.

(3) The Base Bid, any Unit Price and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Price or Alternate with any other Bidder.

(4) Unless otherwise required by law, the Base Bid, any Unit Price and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Price or Alternate bid.

Date: January 27, 20 23

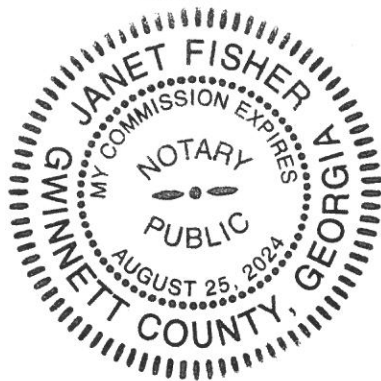
(Name of Bidder)

By: Robert E. Slavin
Signature of person authorized to bind
the Bidder

STATE OF Georgia)
COUNTY OF Gwinnett) ss

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 27th DAY OF January, 2023.

(seal)



Janet Fisher
Notary Public

EXHIBITS



 **KETTERING**
is home to

Excellent Volunteers

Hometown Heroes

Summer's Best Music

Thriving Businesses

Exceptional Schools

Beautiful Neighborhoods



RECRUITMENT ANNOUNCEMENT

CITY MANAGER

CITY OF KETTERING, OHIO

CITY OF KETTERING, OHIO

COMMUNITY BACKGROUND



KETTERING IS HOME

Kettering, Ohio, is a progressive, innovative city known for its outstanding amenities. Kettering is home to beautiful neighborhoods and green spaces, as well as flourishing businesses. The city is perfectly situated near metropolitan Dayton.

Approximately 18.7 square miles and home to 57,862 people, Kettering is the second-largest city in Montgomery County. Residents enjoy world-class performers at Kettering's very own Frazee Pavilion each summer, along with 21 parks and countless community-engaging events throughout the year. Kettering has been recognized regionally as a "Best Place in the Dayton Area to Raise a Family" and nationally as one of Money Magazine's "Best Places to Live in America."

Kettering offers its residents a strong quality of life, friendly neighborhoods and world renowned cultural arts opportunities in a safe and peaceful environment. Residents are proud to call Kettering home and are extremely supportive of the school system and local government. The City is also known as the "City of Volunteers". The City utilizes more than 1,000 volunteers who serve the City in nationally recognized programs such as "Cities of Service" and "Make a Difference Day." The City's Volunteer program received national recognition with the 2013 USA Magazine "Make a Difference Day" award. Kettering is a known leader in municipal innovations, including redevelopment, fiber ring development and Wi-Fi deployment.

Kettering has long been recognized as a premier community and bears the name of the progressive inventor Charles F. Kettering, who held more than 185 patents. Kettering Health is the community's largest

employer and provides concierge care resources for every stage of life and need. The city is home to incredibly diverse businesses including health care, manufacturing and worldwide distribution.

The City of Kettering does all that it can to bolster local economic development including phenomenal redevelopment projects. The Kettering Business Park is a prime example as City officials transformed a dated military base into a beautiful, innovative business park complete with modern communications, utilities and new roadways. Miami Valley Research Park and Governor's Place are also shining examples of the City's ingenuity and desire to offer exceptional opportunities for new and existing businesses. Kettering's diverse and sound economic base provides the foundation for the present and future stability of the city. The city's continued economic vitality is the result of quality development, strategic planning and aggressive efforts to attract and retain high-quality commercial development.

Kettering offers a successful mixture of commercial and residential development; and, in many instances, the two work in tandem to create a vibrant community. Businesses range from small locally-owned shops and award-winning restaurants to large corporations such as Amazon, Kodak, Reynolds and Reynolds, and Limited Brands. Kettering is also home to a number of progressive companies including Community Tissue Services, Life Connection of Ohio and Alternate Health Solutions. Nearby Wright-Patterson Air Force Base employs more than 20,000 professionals, making it one of the largest U.S. Air Force bases in the country and one of the region's leading employers.

Kettering is also well known for its quality school system offering a diverse range of academic and extracurricular opportunities. Kettering Fairmont High School is an *International Baccalaureate World School*, joining an elite group of only four schools in southwest Ohio to share in this distinction. Kettering Fairmont High School also offers students the option of taking 17 Advanced Placement (AP) courses, and more than 200 offerings in honors, college-prep, general education and career tech education courses. Fairmont High School and Kettering and Van Buren middle schools are also home to the Project Lead the Way Engineering (PLTW) Program.

Eight neighborhood elementary schools provide families the opportunity to enjoy close knit relationships with school personnel as well as with other families. Youth receive outstanding education and establish strong personal relationships in their formative learning years.

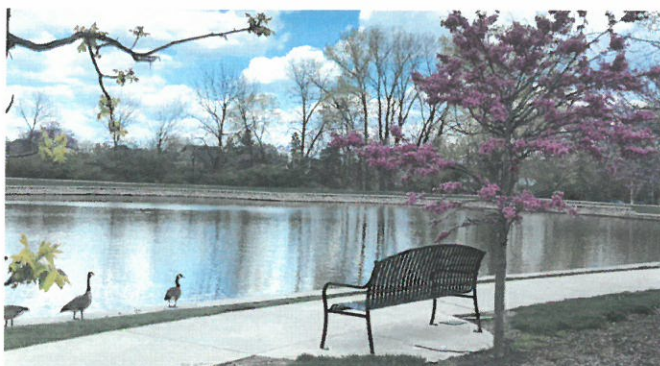
RECRUITMENT — CITY MANAGER

The district also provides two middle schools, Van Buren Middle School and Kettering Middle School.

One of several public STEM (Science, Technology, Engineering and Math) schools across Ohio, the Dayton Regional STEM School is located in Kettering, Ohio. The STEM School offers students a relevant real-world educational experience which will prepare them for college and opportunities in the work world.

Kettering is also home to four private elementary schools and a private high school.

Kettering's success reflects the cooperative efforts of private citizens, civic leaders, government officials and business representatives. Such widespread commitment to the community ensures that Kettering will remain one of the most desirable suburbs to call home.



Kettering offers residents 21 parks, 2 fitness centers, a music venue, a water park and splash pad, ice arena, an arts center and much more.

HISTORY

The earliest settler in what is now Kettering was John Patterson, a farmer who built the area's first log cabin in 1798. In 1841 an expanding population forced the creation of Van Buren Township, a name that would remain for more than 100 years.

In November 1952 voters of Van Buren Township approved the incorporation of the Village of Kettering, named for its most outstanding citizen, the famous philanthropist and inventor of the automobile self-starter, Charles F. Kettering. In his career, Kettering formed Delco Products, served as vice president for General Motors' Research Division, and established the Sloan-Kettering Institute for Cancer Research in New York City.

A special census conducted in 1955 found the village population to be 38,118, qualifying it for city status. The Secretary of State of Ohio proclaimed Kettering a city on June 24, 1955. Voters approved adoption of a Home Rule Charter and Council-Manager form of government which went into effect on January 1, 1956.

The community is located in a region known as an innovation hub and the birthplace of aviation pioneers Orville and Wilbur Wright. Along with the Wrights and Charles Kettering, the region was home to John Patterson, founder of National Cash Register and Colonel Edward Deeds, a well-respected businessman whose personal estate was the site for his own private airstrip.

CITY GOVERNMENT

The City of Kettering operates under the Council-Manager form of government. Under this plan, the administrative responsibility of the City is centralized in an appointed professional City Manager. Seven Council representatives are elected to four-year terms on a non-partisan basis, one from each of the four districts and two at-large, and the Mayor who serves at-large. The Mayor presides over Council meetings and votes as a member of City Council but does not have veto authority. The Mayor also functions as the official head of the Council for all ceremonial purposes. Members of City Council elect the Vice Mayor biennially. The Mayor and City Council are responsible for creating city laws and setting the policy direction of the local government.

Once the Mayor and City Council create a policy or approve a course of action for the city, the City Manager is responsible for executing and implementing the policy, as well as the day-to-day operations of the City Government.

The City of Kettering is a leader in the region in the areas of planning, growth management and municipal services.

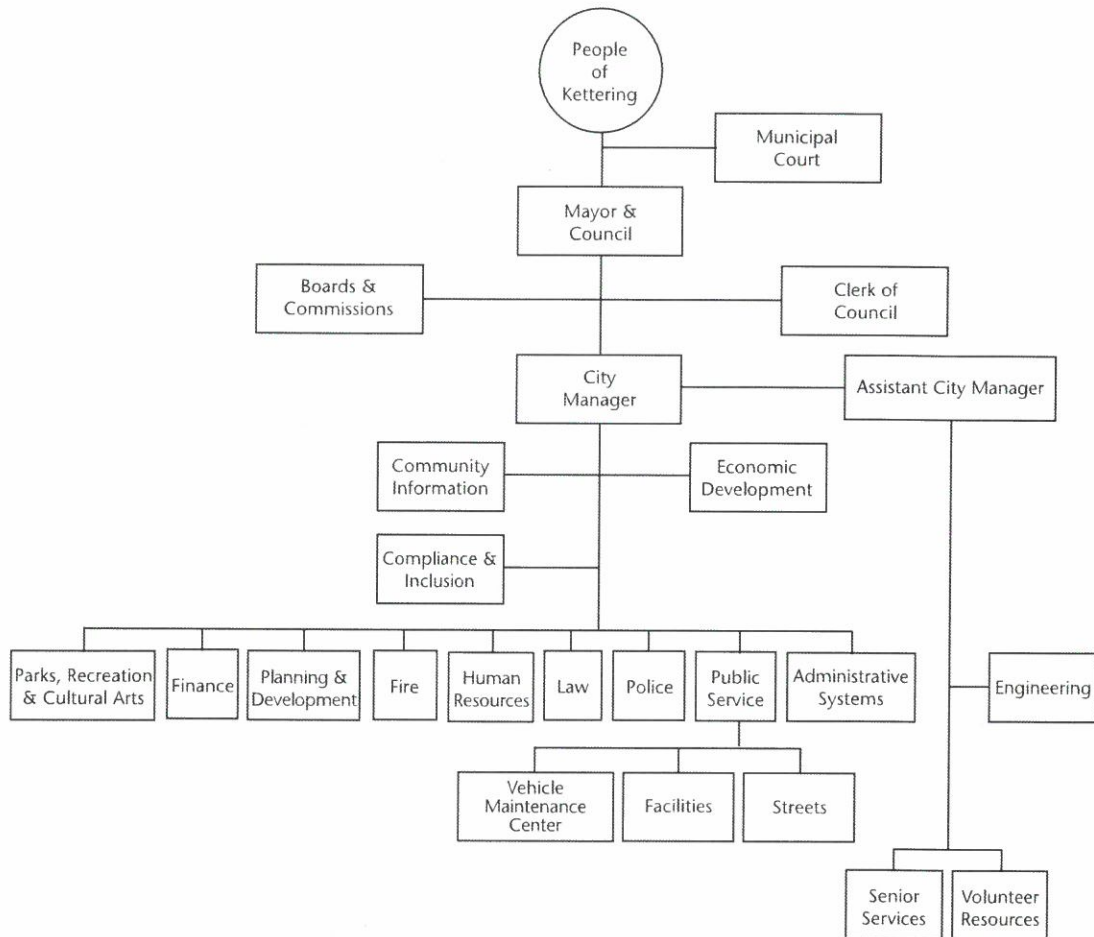
The City Council strongly supports the traditional authority of the City Manager under the Council/Manager Plan. The City Charter also makes clear the City Manager's authority to manage, hire, and remove administrative staff while cautioning Council members to, except for the purpose of inquiry, deal with administrative service solely through the City Manager.

THE CITY MANAGER

The City Manager is appointed by Council and serves as the chief executive officer of the City. The Manager also holds the position of Public Safety Director. The Manager is responsible for the effective operation of the City government under the policy direction of the Mayor and City Council. It is also the responsibility of the Manager to propose policy measures and initiatives for Council consideration.

CITY OF KETTERING, OHIO

CITY OF KETTERING 2022 ORGANIZATIONAL CHART



CITY DEPARTMENTS

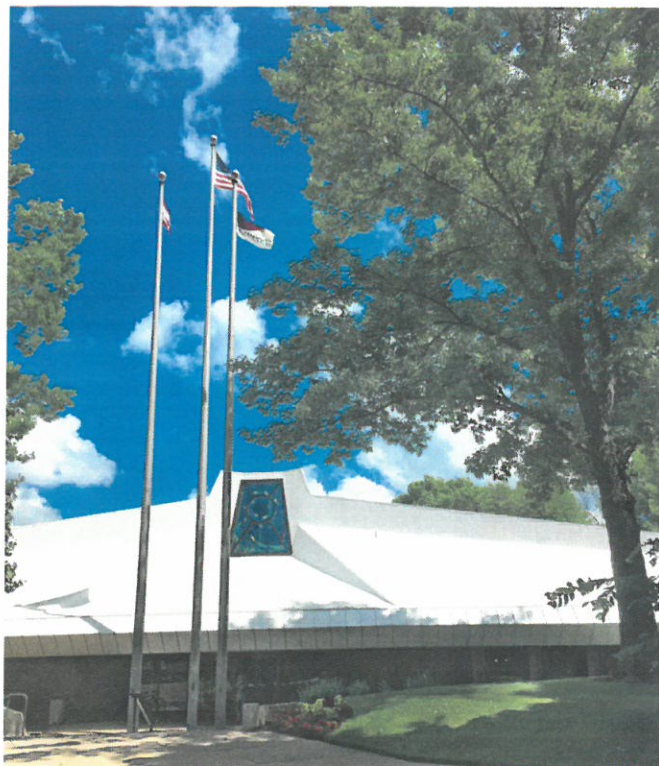
Kettering offers exceptional core services to its residents, business owners and patrons. Quality of life is important to the residents, and Kettering's public safety, public service, as well as parks, recreation and cultural arts caters to the changing needs of the community.

The Kettering Police Department is a committed partner with the community. The department is dedicated to providing fair and equitable law enforcement services to all. The Kettering Police Department was among the first 50 departments in the nation to become a nationally-accredited agency and is one of only a few of its size to hold three concurrent awards of accreditation-law enforcement, jail and communications. Ethics, courage and excellence are the values which lead the



"Ohio's Finest" Police Department provides 24-hour protection, educational programs and engagement with the community.

RECRUITMENT — CITY MANAGER



Kettering Government Center

department into the future. The outstanding men and women who make up the Kettering Police Department are the department's most valuable asset as they serve to maintain the reputation of "Ohio's Finest." It is their dedication which makes Kettering a safe community.

The Kettering Fire Department provides state-of-the-art and reliable fire, paramedic and emergency services to the community. The Kettering Fire Department proudly responded to more than 9,000 calls for emergency service in 2021. Certainly the most significant recent projects related to public safety services are our four new fire stations. The new stations are a tribute to the careful planning of City Council, administrators and residents to ensure that the facilities reflect the standards of our community. The new state-of-the-art Kettering fire stations were the result of a strategic planning process which began in 2006 and led to a comprehensive modernization strategy for all aspects of the Kettering Fire Department. With an average age of 42 years, Kettering's fire stations lacked the physical space or available land to properly allow for the improvements necessary to upgrade to current standards.

The City of Kettering Parks, Recreation and Cultural Arts Department is a three-time Gold Medal Award winner recognizing the very best agencies in the country and is one of seven departments in the state of Ohio to be fully accredited. Kettering is fortunate to have 21 parks throughout the City, and nearly all Kettering residents live within 1.5 miles of an exceptionally-maintained park. Kettering has been a Tree City for more than 30 years running, with green space and parks being integral factors in the quality of life. Kettering offers two very affordable fitness centers as well as an outdoor water park, ice arena and senior center. Both residents and those who work within the City enjoy a desirable rate for membership, programs and classes.

The City of Kettering supports Cultural Arts initiatives by operating a well-respected fine arts center. The Gallery at Rosewood Arts Center has hosted shows by artists from all over the country and commissions work with international talent. Public art pieces can be enjoyed all over the community and the art center offers an impressive array of classes for art enthusiasts at every age and talent level.

The Frazee Pavilion recently celebrated over 25 years of offering "The Summer's Best Music" in Kettering. Consistently ranked in the top 50 outdoor amphitheatres worldwide, artists like Sheryl Crow, James Taylor, Ringo Starr, Harry Connick Jr. and Vince Gill have graced the Frazee stage. The Frazee also hosts a variety of free festivals throughout the summer in idyllic Lincoln Park.

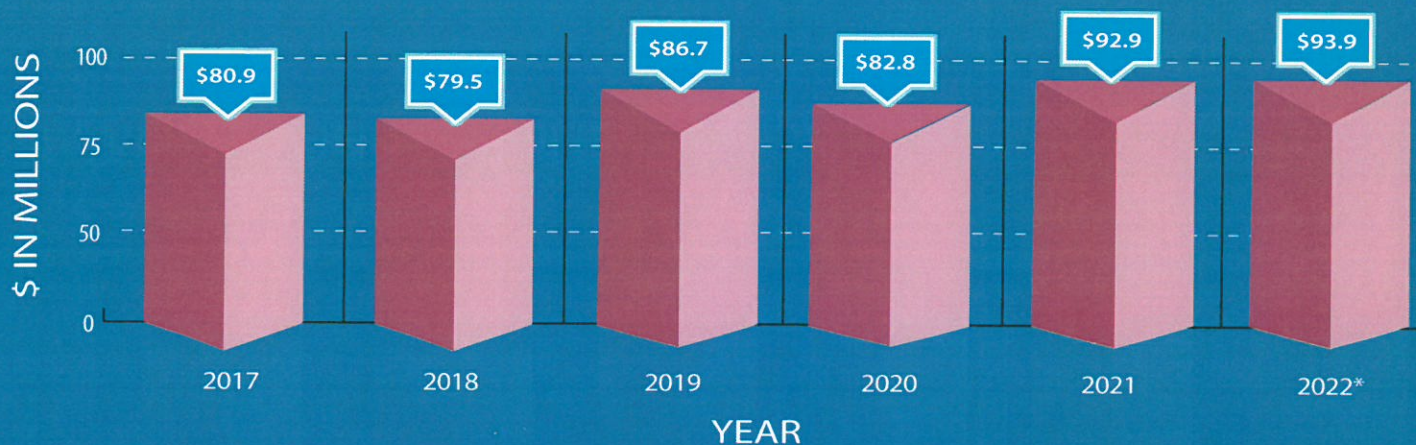
Public Service supports city streets maintenance, leaf collection, vehicle maintenance for the City's fleet, mulch and compost preparation and a yard debris drop-off center.



Polen Farm, a 19th century farmhouse and barn situated on 15 picturesque acres in Kettering

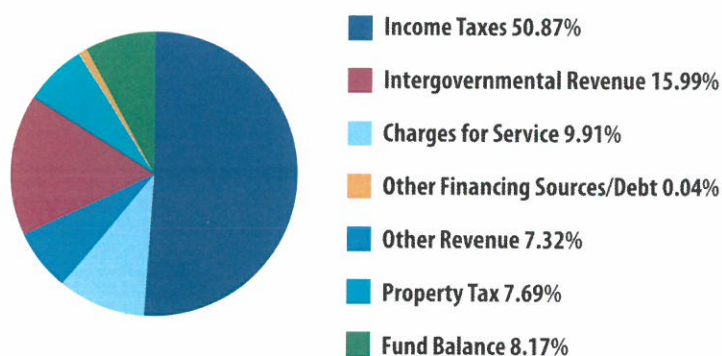
CITY OF KETTERING FINANCIALS

REVENUE \$ IN MILLIONS

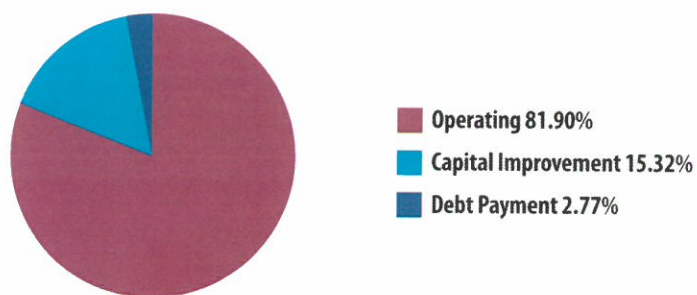


*2022 Budgeted Revenue of \$93.9 million

RESOURCES USED TO FUND BUDGETED 2022 TOTAL EXPENDITURES OF \$102.3 MILLION



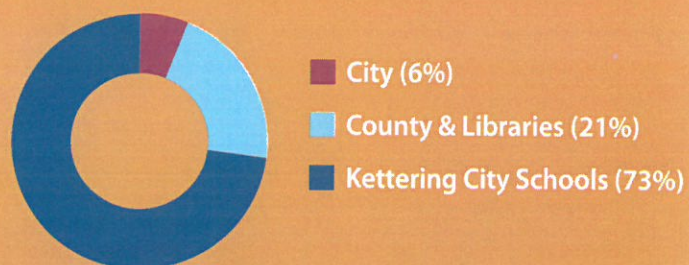
APPROVED TOTAL 2022 EXPENDITURE BUDGET



DISTRIBUTION OF APPROVED 2022 OPERATING EXPENDITURES OF \$83.8 MILLION



PROPERTY TAX DISTRIBUTION



CITY OF KETTERING ANNUAL OPERATING EXPENDITURES

\$83.8 million

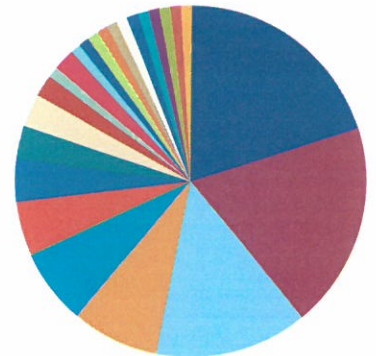
APPROVED 2022 TOTAL OPERATING EXPENDITURES

Kettering recently implemented a local preference policy that is applicable to commodities and equipment costing \$200,000 or less. This policy allows a local vendor as defined in the City's Codified Ordinances to match the low price if the local vendor's pricing is within 5% of the low non-local vendor pricing.

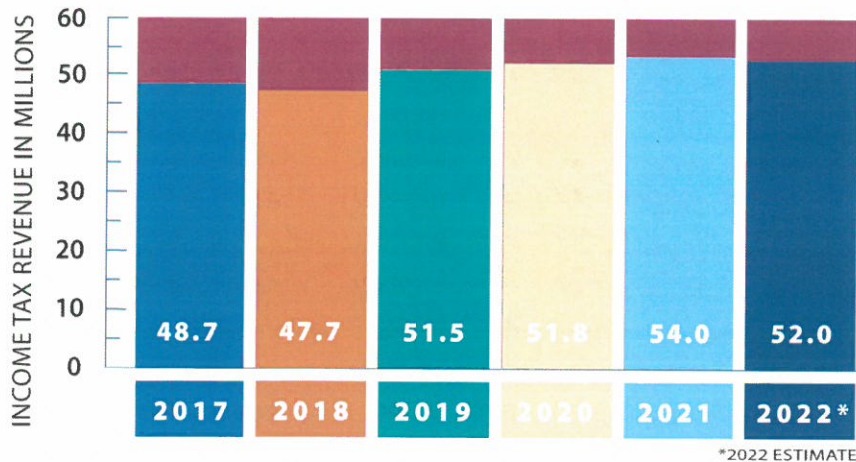


PERCENTAGE OF 2022 TOTAL OPERATING EXPENDITURES ALLOCATED BY CITY DEPARTMENT

Police Department	\$18,621,700	22.2%	Human Resource Department	\$1,215,300	1.5%
Fire Department	\$16,169,400	19.3%	Law Department	\$1,180,300	1.4%
Parks, Recreation & Cultural Arts	\$12,343,000	14.7%	Administrative Support Division	\$948,900	1.1%
Street Division	\$6,957,600	8.3%	CDBG	\$575,000	0.7%
Fraze Pavilion Operations	\$6,010,000	7.2%	Office of the City Manager	\$795,600	0.9%
American Rescue Plan Act	\$4,099,000	4.9%	Other Cost Centers	\$712,600	0.9%
Finance Department	\$3,053,300	3.6%	Street Lighting	\$441,000	0.5%
Engineering Department	\$2,839,200	3.4%	Special Grants and Programs	\$342,000	0.4%
Planning & Development Dept.	\$2,757,600	3.3%	Community Information	\$272,400	0.3%
Municipal Court	\$1,734,750	2.1%	Mayor and Council	\$261,300	0.3%
Economic Development	\$998,200	1.2%	DESC	\$149,000	0.2%
Clerk of Courts	\$1,251,900	1.5%	Debt Service	\$57,000	0.1%



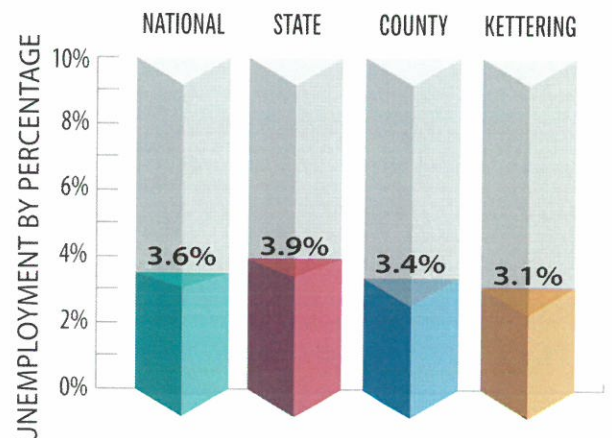
CITY OF KETTERING INCOME TAX REVENUE



THE KETTERING INCOME TAX BASE IS STRONG, A SIGN THAT RESIDENTS AND THOSE WORKING IN OUR COMMUNITY ARE EARNING MORE.

CITY OF KETTERING UNEMPLOYMENT RATE

COMPARED TO COUNTY, STATE AND NATIONAL UNEMPLOYMENT RATES



POSITION REQUIREMENTS

EDUCATION AND EXPERIENCE

Graduation from an accredited four-year college or university and a combination of education and experience equivalent to attainment of an MPA or MBA and at least seven years of increasingly responsible local government management experience gained in a community or other public agency with similar complexity to Kettering.

SOME CHARACTERISTICS OF THE IDEAL CANDIDATE

Important Knowledge, Skills and Abilities

The successful candidate will:

- be politically astute;
- have exceptional interpersonal skills and enjoy community involvement;
- clearly possess and apply superior management and leadership abilities;
- be a visionary who can see Kettering ten years out and is willing to take risks to set and meet objectives;
- be calm under pressure;
- understand the need for a healthy work/life balance both personally and for staff;
- develop relationships based on integrity and trust;
- exhibit strength in finance and budget expertise to maintain a balanced budget with adequate reserves;
- strive to remain current in the profession through active membership in professional associations or by other means;
- be a strong collaborator among residents, policy makers and staff;
- serve as an ambassador to and from residents having local government concerns;
- be comfortable working in a first tier, midwestern, bedroom community with a diversifying population;
- understand, implement and maintain a consistent performance management system;
- understand that economic development includes both large projects and the rejuvenation of vacant storefronts through provision of assistance of small businesses; and
- demonstrate a listen, learn, lead approach to professional life.



City of Kettering Mayor and Council

Style with the Mayor and Council

The successful candidate will:

- be available and accessible to all City Council members;
- view the City Manager position as a technical and professional resource and advisor to the City Council;
- project a management style that facilitates collaboration among staff and City Council;
- provide informative weekly updates regarding emerging issues and progress toward meeting goals set by the Mayor and Council;
- have an independent, professional approach to elected officials by treating all fairly and equally in a nonpartisan manner;
- be humble and understanding when immediate answers are unavailable and acknowledge mistakes; and
- demonstrate creativity in assisting City Council in setting and meeting goals.

RECRUITMENT — CITY MANAGER

Style with Staff

The successful candidate will:

- be a true servant leader who is inclusive in the approach to city management;
- function as an effective bridge to the elected policy makers;
- provide clear directions and expectations and manage for successful outcomes;
- demonstrate trust in the staff without micromanaging and support employees so that they can perform at their highest potential;
- be easily accessible, offer a management style that encourages employees to feel comfortable with the manager's open-door policy;
- be a good listener who is open to new ideas;
- be fair, evenhanded and consistent; and
- function as a coach and mentor who encourages, supports, and recognizes individual professional development and achievement.

Style with the Community

The successful candidate will:

- Be community minded, taking time to be visible and integrated with the community to develop strong relationships with residents;
- understand that all neighborhoods have legitimate demands for service and will strive to equitably serve all sectors;
- be tactful and persuasive;
- be engaged with community by attending civic and community meetings; and
- be visible and attend community events.

Style with Other Governments including County, State and Schools

The successful candidate will:

- have knowledge of the state legislature's approach to home rule, local government tax policy, economic development and other state laws; and
- be an effective advocate for the city.



Path construction at Pondview Park



Art on the Commons—Annual Fine Arts and Crafts Festival at Lincoln Park Civic Commons

CITY OF KETTERING, OHIO

ISSUES, OPPORTUNITIES AND CHALLENGES

- Kettering's largest source of funding is earnings tax revenue, which is allocated to the General Fund and is approximately 79 percent of general fund revenue. Kettering's healthy tax base provides the resources necessary to keep pace with the city's growth and underwrite the quality of life enjoyed by Kettering's businesses and residents. The City's 2022 total budget is \$102 million. The December 31, 2021 General Fund balance was \$58 million. Annual General Fund expenditures are approximately \$70 million.
- Kettering's Capital Improvement Plan establishes a fiscally-sound plan for the city's future investment in capital infrastructure and provides financial guidelines that identify available revenue sources, debt capacity and policy for projecting revenues and designating reserves to be maintained. Kettering's fiscally sound stewardship has earned the City the highest distinctions, as well as the confidence from residents and property owners.
- In the past, the Ohio Estate Tax provided significant revenue to Ohio municipalities. The State legislature abolished the tax in 2013. Kettering was fortunate to have received roughly \$44 million from the tax as it expired. Since then the City has allocated roughly \$3 million annually to supplement Capital Improvement Program funding. It is anticipated that this funding will be fully expended by 2028.
- As of the most recent election, four of the City Council members, including the Mayor who returned after years in the Ohio Senate, are new to the City Council. Two of the remaining City Council members will be term limited at the end of 2023.
- There is uncertainty regarding the future of "work from home" and the impact it will have on the local earnings tax.
- The current Strategic Plan is dated and a new plan will be developed in 2023/2024.
- The population is becoming more diversified.

COMPENSATION AND BENEFITS

The compensation for the position is negotiable based on qualifications and experience. Residency within the City is preferred. The City is offering a competitive salary commensurate with experience and a comprehensive benefits package. Relocation assistance is available.

APPLICATION AND SELECTION PROCESS

The recruitment will remain open until the position is filled. The first review of applications is scheduled for August 15, 2022. To apply, please send a letter of application and detailed resume to:

Robert E. Slavin, President or
David Krings, Midwest Regional Manager.

SLAVIN MANAGEMENT CONSULTANTS

3040 Holcomb Bridge Road, Suite A-1

Norcross, Georgia 30071

Phone: (770) 449-4656

Fax: (770) 416-0848

e-mail: slavin@bellsouth.net

www.slavinweb.com

David Krings Phone: (513) 200-4222

Electronic submissions are preferred.

The City of Kettering is an Equal Opportunity Employer.

PRO FORMA INVOICE

INVOICE DATE: _____

CLIENT: _____

ADDRESS: _____

CITY, STATE: _____

Progress billing for professional services
rendered in connection with our agreement:

(Invoice ___ of ___) \$XXXX.XX

Reimbursable expenses at cost:

XXX.XX	Airfare	\$
	Hotel	XX.XX
	Ground Transportation	XX.XX
	Meals	XX.XX
	Tips	XX.XX
	Telephone	
XXX.XX	Clerical Support	XXX.XX
	FAX	XX.XX
	Messenger Service	XX.XX
	Copies	XX.XX
	Postage	XX.XX
	Misc. Direct Costs	XX.XX

Total Expenses \$XXXX.XX

TOTAL INVOICE
\$XXXX.XX

CLIENT LIST BY CATEGORY

The following list of clients represent organizations for which our principal Consultants performed significant project work. This client list spans thirty years of experience of SMC consultants. Please contact SMC if you desire to speak with the individuals who were project contacts.

MUNICIPALITIES

Aiken, South Carolina
Albany, Georgia
Alpharetta, Georgia
Altamonte Springs, Florida
Anaheim, California
Ann Arbor, Michigan
Arlington, Texas
Arlington Heights, Illinois
Arvada, Colorado
Atlanta, Georgia
Atlantic Beach, Florida
Asheville, North Carolina
Auburn, Maine
Aurora, Colorado
Austin, Texas
Bartlesville, Oklahoma
Bentonville, Arkansas
Bergenfield, New Jersey
Berkeley, California
Beverly Hills, California
Birmingham, Alabama
Bisbee, Arizona
Blacksburg, Virginia
Bloomington, Illinois
Bothell, WA
Boynton Beach, Florida
Branson, Missouri
Brea, California
Bridgeport, Connecticut
Broken Arrow, Oklahoma
Brownsville, Texas
Bryan, Texas
Burbank, California
Camarillo, California
Carson, California
Cary, North Carolina
Casper, Wyoming
Chapel Hill, North Carolina
Charlotte, North Carolina
Cherry Hills Village, Colorado
Chesapeake, Virginia
Clearwater, Florida
Cleveland, OH
Clinton, SC
Columbia, Missouri
Columbus, Georgia

Concord, New Hampshire
Coral Gables, FL
Coral Springs, Florida
Corpus Christi, Texas
Corta Madera, California
Corinth, TX
Creedmoor, North Carolina
Culver City, California
Dallas, Texas
Danville, Kentucky
Davenport, Iowa
Davie, Florida
Daytona Beach, Florida
Decatur, Georgia
Decatur, Illinois
Delray Beach, Florida
Del Rio, Texas
Denton, Texas
Destin, Florida
Dothan, Alabama
Dubuque, Iowa
Duluth, Georgia
Dunedin, Florida
Durango, CO
Durham, North Carolina
Eagle Pass, Texas
East Brunswick Township, New Jersey
Edmond, Oklahoma
Elgin, Illinois
Enfield, Connecticut
Englewood, Colorado
Escondido, California
Evanston, Illinois
Fort Collins, Colorado
Fort Pierce, Florida
Fort Lauderdale, Florida
Fort Smith, AR
Fort Worth, Texas
Frankfort, Kentucky
Franklin, Tennessee
Frisco, Colorado
Gainesville, Florida
Gainesville, Georgia
Galesburg, Illinois
Garden City, New York
Glastonbury, Connecticut

Glendale, Arizona
Glen Ellyn, Illinois
Golden, Colorado
Grand Rapids, Michigan
Hardeeville, SC
Hemet, California
Hercules, California
Highland Park, Illinois
Hollywood, Florida
Homestead, Florida
Huntington Beach, California
Independence, Missouri
Independence, Kansas
Iowa City, Iowa
Jacksonville Beach, Florida
Jupiter, Florida
Kalamazoo, Michigan
Kansas City, Missouri
Lake Worth, Florida
Lakewood, Colorado
Lapeer, Michigan
Laramie, Wyoming
Laredo, Texas
Lenexa, Kansas
Liberty, Missouri
Lillburn, Georgia
Little Rock, Arkansas
Long Beach, California
Longmont, Colorado
Manassas, Virginia
Mansfield, Massachusetts
Maplewood, Missouri
Marshfield, Missouri
Miami Beach, Florida
Milwaukie, Oregon
Minneapolis, Minnesota
Miramar, Florida
Modesto, California
Muscatine, Iowa
Neptune Beach, Florida
Newark, Delaware
New Smyrna Beach, Florida
Norfolk, Virginia
Norman, Oklahoma
North Las Vegas, Nevada
North Miami Beach, Florida
Northglenn, Colorado
North Port, Florida
Norwich, Connecticut
Oberlin, Ohio
Ocean City, Maryland
Oceanside, California
Olathe, Kansas
Oklahoma City, Oklahoma
Orlando, Florida
Oxnard, California
Paducah, Kentucky

Greensboro, North Carolina
Gulfport, Florida

Palm Bay, Florida
Palm Beach Gardens, Florida
Palo Alto, California
Panama City, Florida
Park Ridge, Illinois
Pasadena, California
Peoria, Illinois
Phoenix, Arizona
Pittsburg, Kansas
Pompano Beach, Florida
Portage, Michigan
Pueblo, Colorado
Richmond, California
Richmond, Virginia
Riverside, California
Riverview, Michigan
Roanoke, Virginia
Rock Hill, South Carolina
Rockville, Maryland
Sacramento, California
St. Louis Park, Minnesota
Salem, Oregon
San Diego, California
San Fernando, California
San Francisco, California
San Jose, California
San Juan Capistrano, California
Sandersville, Georgia
Santa Ana, California
Santa Monica, California
Sarasota, Florida
Shaker Heights, Ohio
Simi Valley, California
Sioux City, Iowa
Snellville, Georgia
South Brunswick Township, New Jersey
Springfield, Missouri
Steamboat Springs, Colorado
Stratford, Connecticut
Storm Lake, Iowa
Sunnyvale, California
Sunrise, Florida
Takoma Park, Maryland
Topeka, Kansas
Titusville, Florida
Thornton, Colorado
Traverse City, Michigan
Topeka, Kansas
Turlock, California
Upper Arlington, Ohio
Urbana, IL
Urbandale, Iowa
Valdez, Alaska

Venice, FL
Virginia Beach, Virginia
Waco, Texas
Warrensburg, Missouri
Washington, Illinois
West Des Moines, Iowa
Windham, Connecticut
Winston-Salem, North Carolina
Winter Park, Florida

West Hartford, Connecticut
West Hollywood, California
West Palm Beach, Florida
Wichita, Kansas

Worthington, Minnesota
Ypsilanti, Michigan

COUNTIES

Adams County, Colorado
Alameda County, California
Albemarle County, Virginia
Arapahoe County, Colorado
Beaufort County, South Carolina
Broward County, Florida
Brown County, Wisconsin
Buffalo County, Nebraska
Buncombe County, North Carolina
Chaffee County, Colorado
Cass County, Michigan
Chesterfield County, Virginia
Clark County, Nevada
Cobb County, Georgia
Dade County, Florida
Dunn County, Wisconsin
Eagle County, Colorado
Escambia County, Florida
Fairfax County, Virginia
Forsyth County, Georgia
Fremont County, Colorado
Fresno County, California
Fulton County, Georgia
Georgetown County, South Carolina
Glynn County, Georgia
Gunnison County, Colorado
Hall County, Georgia
Hamilton County, Ohio
Johnson County, Kansas
Ketchikan-Gateway Borough, Alaska
Lake County, Florida
Lake County, Illinois
La Plata County, Colorado
Leon County, Florida
Lincoln County, North Carolina
Livingston County, Illinois
Los Angeles County, California

Martin County, Florida
McHenry County, Illinois
Mecklenburg County, North Carolina
Mendocino County, California
Mesa County, Colorado
Moffat County, Colorado
Monterey County, California
Muscatine County, Iowa
New Kent County, Virginia
Orange County, New York
Orange County, North Carolina
Palm Beach County, Florida
Peoria County, Illinois
Pinellas County, Florida
Polk County, Florida
Prince William County, Virginia
Ramsey County, Minnesota
St. Louis County, Minnesota
Saline County, Kansas
San Diego County, California
San Luis Obispo County, California
San Mateo County, California
Sarasota County, Florida
Sedgwick County, Kansas
Seminole County, Florida
Sonoma County, California
South Fulton, GA
Springettsbury Township, Pennsylvania
Spotsylvania County, Virginia
Tazewell County, IL
Volusia County, Florida
Wake County, North Carolina
Washtenaw County, Michigan
Whiteside County, Illinois
Whitfield County, Georgia
Yolo County, California

OTHER ORGANIZATIONS

Development Groups

Arrowhead Regional Development, Duluth,
Minnesota
Columbia Development Corporation, South

Carolina
Fresno Economic Development Commission,
California
Fresno Redevelopment Authority, California
GoTopeka, Inc., Kansas

Lincoln Road Development Corporation, Miami
Beach, FL
Los Angeles, California, Community
Redevelopment Agency
Mid-American Regional Council, Kansas City,
Missouri
West Palm Beach Downtown Development
Jefferson County Housing Authority, Alabama
Las Vegas Housing Authority
Memphis Housing Authority, Tennessee
Ocala Housing Authority, Florida
Peoria Housing Authority, Illinois

Libraries

Birmingham, Alabama Public Library
Central Arkansas Library System
Lexington, Kentucky Library System
Metropolitan Library System of Oklahoma
Moline Public Library

Non-Profits and Other Governmental Jurisdictions

California State Government
CDC Federal Credit Union, Atlanta, Georgia
District of Columbia
Fresno Employment and Training Commission,
California
Jefferson County Personnel Board, Alabama
Local Government Insurance Trust, Maryland
Los Angeles, California Department of
Community Public Health Los Angeles,
California Music Center Operating Company
Los Angeles Olympics Organizing Committee
Metropolitan Nashville, Tennessee Arts
Commission
Parkland Hospital, Texas
Southwest Florida Regional Planning Council

Professional Associations

American Public Works Association
Association of County Commissioners, Georgia
Georgia Municipal Association
International City/County Management
Association
Iowa League of Cities
Missouri Municipal League

Authority, Florida

Housing Authorities

California Housing Finance Agency

School Districts

Adams County School District #14, Commerce
City, Colorado
Lake Sumpter Community College, Florida
Dallas Independent School District, Texas

Transportation Agencies

Alameda-Contra Costa Transit District, Oakland,
California
Bay Area Rapid Transit District, Oakland,
California
Dallas Area Rapid Transit District, Dallas, Texas
Greater Dayton Regional Transportation
Authority
Kalamazoo County Transportation Authority
Lee County Port Authority, Florida
Metra (Chicago Commuter Rail System)
MetroPlan Orlando (MPA)
Port Everglades Authority, Fort Lauderdale,
Florida
Orlando - Orange County Expressway Authority
Port of Sacramento, California
Riverside Transit Agency, California
San Francisco Bay Area Rapid Transit District,
California
Sarasota/Manatee Airport Authority, Florida
Southern California Rapid Transit District

Utilities

Columbus Water Works, Georgia
Greater Peoria Sanitation District
Gulf Shores Utilities
Metropolitan Sewer District of Greater Cincinnati,
Ohio
Orange Water and Sewer Authority (North
Carolina)
Public Works Commission of Fayetteville, North
Carolina
Rivanna Solid Waste Authority, Virginia
Rivanna Water and Sewer Authority, Virginia
Sacramento Municipal Utility District, California
South Florida Water Management District
Spartanburg Utility District, South Carolina

EEO STATEMENT

Slavin Management Consultants (SMC) is committed to building a diverse workforce which reflects the face of the community we serve, honors and respects the differences and abilities of all our employees and residents, and provides employees with the necessary opportunities, tools, and support to achieve their maximum potential.

Equitably managing a diverse workforce is at the heart of equal opportunity. Valuing diversity is the basis for a policy of inclusion. Diversity recognizes and respects the multitude of differences which employees bring to the workplace. Diversity complements organizational values that stress teamwork, leadership, empowerment, and quality service. Diversity means striving to maintain an environment in which managers value the differences in their employees and take steps to ensure that all employees know they are welcome.

To achieve workplace equity and inclusion, SMC will observe the practices outlined below:

- It is the policy of Slavin Management Consultants to provide equal opportunity to all qualified employees and applicants without regard to race, color, religion, age, sex (including gender identity, sexual preference, and pregnancy), marital status, national origin or ancestry, genetic make-up, disability status, protected veterans' status, equal pay or any other characteristic protected by law..
- Our recruiting efforts will ensure that applicant pools are both capable and diverse.
- We will make employment decisions based on job-related criteria and will provide opportunities for entry and promotion into non-traditional jobs.
- We will ensure a workplace free of all forms of harassment.
- We will develop a procedure for prompt, thorough and impartial investigations of discrimination or harassment complaints and will act on appropriate measures to provide remedy or relief to individuals who have been victims of illegal discrimination or harassment.

Measures to ensure accountability for managing diversity will be incorporated into the performance management system for supervisors and managers. The chief executive officer will evaluate the effectiveness of our diversity policies and programs.

By creating a workplace where everyone can work towards their maximum potential, SMC will retain quality, productive employees who will provide excellent services to our clients.

SMC SEXUAL HARASSMENT POLICY

Slavin Management Consultants (SMC) is committed to providing a workplace that is free from sexual harassment. Sexual harassment in the workplace is against the law and will not be tolerated. Should the company determine that an allegation of sexual harassment is credible, it will take prompt and appropriate corrective action.

What Is Sexual Harassment?

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- An employment decision affecting that individual is made because the individual submitted to or rejected the unwelcome conduct; or
- The unwelcome conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or abusive work environment.
- Certain behaviors, such as conditioning promotions, awards, training or other job benefits upon acceptance of unwelcome actions of a sexual nature, are always wrong.

Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves meet the definition of sexual harassment or contribute to a hostile work environment:

- Sexual pranks, or repeated sexual teasing, jokes, or innuendo, in person or via e-mail;
- Verbal abuse of a sexual nature;
- Touching or grabbing of a sexual nature;
- Repeatedly standing too close to or brushing up against a person;
- Repeatedly asking a person to socialize during off-duty hours when the person has said no or has indicated he or she is not interested (supervisors in particular should be careful not to pressure their employees to socialize);
- Giving gifts or leaving objects that are sexually suggestive;
- Repeatedly making sexually suggestive gestures;
- Making or posting sexually demeaning or offensive pictures, cartoons or other materials in the workplace;
- Off-duty, unwelcome conduct of a sexual nature that affects the work environment. A victim of sexual harassment can be a man or a woman.
- The victim can be of the same sex as the harasser.
- The harasser can be a supervisor, co-worker, other company employee, or a non-employee who has a business relationship with the Slavin Management Consultants.

SMC's Responsibilities Under This Policy:

If SMC receives an allegation of sexual harassment, or has reason to believe sexual harassment is occurring, it will take the necessary steps to ensure that the matter is promptly investigated and addressed. If the allegation is determined to be credible, SMC will take immediate and effective measures to end the unwelcome behavior. SMC is committed to take action if it learns of possible sexual harassment, even if the individual does not wish to file a formal complaint.

SMC will seek to protect the identities of the alleged victim and harasser, except as reasonably necessary (for example, to complete an investigation successfully). SMC will also take the necessary steps to protect from retaliation those employees who in good faith report incidents of potential sexual harassment. It is a violation of both federal law and this policy to retaliate against someone who has reported possible sexual harassment. Violators may be subject to discipline.

Employees who have been found by SMC to have subjected another employee to unwelcome conduct of a sexual nature, whether such behavior meets the legal definition of sexual harassment or not, will be subject to discipline or other appropriate management action. Discipline will be appropriate to the circumstances, ranging from a letter of reprimand through suspensions without pay of varying lengths to

separation for cause. A verbal or written admonishment, while not considered formal discipline, may also be considered.

Employees' Rights and Responsibilities Under This Policy

Any employee who believes he or she has been the target of sexual harassment is encouraged to inform the offending person orally or in writing that such conduct is unwelcome and offensive and must stop.

If the employee does not wish to communicate directly with the offending person, or if such communication has been ineffective, the employee has multiple avenues for reporting allegations of sexual harassment and/or pursuing resolution.

Employees are encouraged to report the unwelcome conduct as soon as possible to his or her supervisor or to the President of SMC.

In addition to reporting sexual harassment concerns to a responsible SMC official, employees who believe they have been subjected to sexual harassment may elect to pursue resolution in several ways, including:

Mediation: Mediation is an informal way to resolve office problems using a trained mediator who facilitates communication between the parties to the dispute. If an employee chooses to attempt resolution through mediation, management is obligated by Company policy to send a representative to the table. If a resolution is not reached, the parties may continue to pursue their rights in any other appropriate forum.

EEO processes: All SMC employees can file an Equal Employment Opportunity (EEO) complaint with the United States Equal Employment Commission (EEOC). An employee who wishes to file a complaint under EEO procedures must consult an EEO counselor within 45 days of the alleged incident. It is not necessary for an employee to complain to his/her supervisor before approaching an EEO counselor, nor to attempt informal resolution through mediation or other means. EEOC contact Information:
<https://eeoc.com>. Phone 1 (800) 669-4000

All SMC employees are required to comply with this policy. Employees are also expected to behave professionally and to exercise good judgment in work-related relationships, whether with fellow employees, business colleagues, or members of the public with whom they come into contact in the course of official duties. Further, all employees are expected to take appropriate measures to prevent sexual harassment. Unwelcome behavior of a sexual nature should be stopped before it becomes severe or pervasive and rises to a violation of law.

MINORITY AND WOMEN PLACEMENTS

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
ALACHUA COUNTY, FL	County Administrator			X
ALBANY, GA	City Manager	X		
	Police Chief	X		
	Assistant City Manager	X		
	Human Resources Director	X		
ALTAMONTE SPRINGS, FL	Finance Director		X	
ASPEN, CO	City Manager		X	
AUSTIN, TX	City Auditor		X	
	City Manager		X	
	Police Chief			X
BERKELEY, CA	City Manager	X		
	Public Works Director			X
BEVERLY HILLS, CA	Sanitation Director	X		
	Library Director		X	
BOCA RATON, FL	City Manager		X	
	Asst. City Manager		X	
BOTHELL, WA	City Manager		X	
BOISE, ID	Chief Financial Officer	X		
BROWARD COUNTY, FL	Assistant Director of Equal Employment	X	X	
	Director of Budget	X		
BOISE, ID	Chief Financial Officer		X	
BRYAN, TX	Municipal Court Judge		X	
	City Manager		X	
BUNCOMBE COUNTY, NC	County Manager	X	X	
CAMARILLO, CA	City Clerk		X	
CARSON, CA	Planning Director		X	
CHAPEL HILL, NC	Transportation Director		X	
	Human Resources Director		X	
CHARLOTTE COUNTY, FL	County Attorney		X	
CENTRAL CITY ASSN. OF THE CITY OF LOS ANGELES (CA)	Director of Security	X		
CHARLOTTE, NC	Neighborhood Services Director	X		
COLUMBIA, MO	Police Chief	X		
CORINTH, TX	Director of Economic Development			X
			X	
CORPUS CHRISTI, TX	City Manager			X
CULVER CITY, CA	Finance Director			X
DANE COUNTY, WI	Director of Human Services		X	

DALLAS INDEPENDENT SCHOOL DISTRICT (TX)	Chief Financial Officer	X		X
DALLAS, TX	City Attorney			X
DAYTONA BEACH, FL	City Manager	X		
DECATUR, GA	Chief of Police	X		
DISTRICT OF COLUMBIA	Executive Director			
	Alcoholic Beverage Regulations Commission			X
DURANGO, CO	City Manager			X
DURHAM, NC	City Manager	X		
	City Manager	X		X
	Police Chief			X
	Public Works Director	X		X
ESCAMBIA COUNTY, FL	Assistant County Administrator	X		
ESCONDIDO, CA	Civic Center Construction Mgr			X
FRANKFORT, KY	City Manager			X
EVANSTON, IL	City Manager			X
FRESNO, CA (PIC)	Executive Director	X		
FORT COLLINS, CO	City Attorney			X
FORT LAUDERDALE, FL	Fire Chief	X		
FORT MYERS, FL	City Manager	X		
	Police Chief	X		
FORT WORTH, TX	Auditor General			X
	Police Chief	X		
FRANKLIN, TN	Director of Community Development			X
FRESNO, CA (PIC)	Executive Director	X		
GAINESVILLE, FL	Equal Employment Director	X		
GEORGETOWN, SC	City Administrator			X
GEORGETOWN COUNTY, SC	County Manager	X		X
GLASTONBURY, CT	Human Resources Director	X		X
GLENWOOD SPRINGS, CO	City Manager			X
GREENBELT HOMES, INC. (MARYLAND)	Executive Director			X
GREENSBORO, NC	Assistant City Manager	X		
GREENVILLE, NC	City Manager	X		X
HAMILTON COUNTY, OH	Jobs and Family Services Director			X
HILLSBOROUGH COUNTY (FL) CHILDREN'S BOARD	Executive Director			X
HOLLYWOOD, FL	City Manager	X		
JUPITER, FL	Assistant to the City Manager			X
	Public Works Director			X
KALAMAZOO, MI	City Manager			X
	Assistant City Manager			X
LAKE COUNTY, FL	County Attorney			X
LAKE COUNTY, IL	Purchasing Director			X
	Human Resources Director	X		
	Assistant County Administrator			X

LAKE COUNTY, IL HEALTH DEPARTMENT	Executive Director		X	
LAKE WORTH, FL	Utilities Customer Services Manager	X		
LA PLATA COUNTY, CO	Human Services Director		X	
LAREDO, TX	City Manager			X
LEE COUNTY, FL	County Administrator		X	
	Human Resources Director	X		
LINCOLN ROAD DEVELOPMENT CORP.	Executive Director		X	
LONG BEACH, CA	Police Chief	X	X	
	Executive Director, Civil Service Commission			
LONGMONT, CO	City Manager			X
LONGVIEW, CO	Assistant City Manger		X	
LOS ANGELES, COMMUNITY REDEVELOPMENT AGENCY	Sr. Project Manager	X		X
	Project Manager	X		
	Project Manager			X
LOS ANGELES COUNTY (CA) HEALTH SYSTEMS AGENCY	Executive Director	X	X	
	Deputy Exec. Dir.			X
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH	Public Health Director	X		
LOS ANGELES OLYMPICS ORGANIZING COMMITTEE	Human Resources Director	X	X	
	Director of Venues		X	
MAPLEWOOD, MO	City Manager	X		
METROZOO (MIAMI FL)	Director of Marketing		X	
MEMPHIS (TN) HOUSING AUTHORITY	Executive Director	X		
MIAMI (FL) OFF-STREET PARKING SYSTEM	Finance Director			X
MIAMI VALLEY REGIONAL TRANSIT AUTH. (DAYTON, OH)	Executive Director	X	X	
MIRAMAR, FL	City Manager		X	
MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII	Executive Director	X		
MONTEREY COUNTY, CA	Hospital Administrator	X		
MONTGOMERY COUNTY BOARD OF DEVELOPMENTAL DISABILITIES	Executive Director	X	X	
MOUNT DORA, FL	City Manager		X	
NOAH DEVELOPMENT CORPORATION	Executive Director	X		
NEWARK, DE	City Manager	X		
NORFOLK, VA	Human Resources Director	X		
	Senior Engineer		X	
NORFOLK, VA	Social Services Director	X		
OAK PARK, IL	Village Manager		X	

OCALA (FL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
OBERLIN, OH	City Manager		X	
ORLANDO, FL	Fire Chief	X		
ORMOND BEACH, FL	City Manager	X		
OKLAHOMA CITY, OK	City Manager	X		
PALM BAY, FL	Human Resources Director		X	
PALM BEACH COUNTY, FL	Assistant County Administrator		X	
PALM BEACH COUNTY (FL) CHILDREN'S SERVICES BOARD	Executive Director		X	
PALM BEACH COUNTY (FL) HEALTH CARE DISTRICT	Executive Director		X	
PALM BEACH GARDENS, FL	City Manager (1992) City Manager (1999)		X	X
PALO ALTO, CA	City Attorney		X	
PANAMA CITY, FL	City Clerk/Treasurer		X	
PARKLAND, FLORIDA	City Manager		X	
PEORIA (IL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
PHOENIX, AZ	Chief of Police			X
POWDER SPRINGS, GA	City Manager		X	
PRINCE WILLIAM COUNTY, VA	County Executive		X	
	Human Resources Director	X	X	
	Fire Chief	X	X	
RICHMOND, CA	City Manager	X		
RICHMOND, VA	Director of Public Health	X		
ROANOKE, VA	Police Chief	X		
	Economic Development Director		X	
	Assistant City Manager	X	X	
	Director of Human Services		X	
ROCKVILLE, MD	Assistant City Manager		X	
SACRAMENTO, CA	Human Resources Director	X	X	
SAGINAW, MI	Police Chief			X
SAN DIEGO, CA	City Manager	X		
SAN FRANCISCO, CA	Assistant City Administrator		X	
SAN JOSE, CA	Police Chief	X		
SANTA MONICA, CA	Deputy City Manager		X	
SANTA ROSA ISLAND AUTHORITY (FL)	Executive Director		X	
SARASOTA, FL	Human Resources Director	X		
SARASOTA COUNTY, FL	Deputy County Administrator	X		
SELMA, AL	Chief of Police	X		
SHAKER HEIGHTS, OH	City Administrator		X	
SOUTH DAKOTA STATE LEGISLATURE	Chief Legislative Analyst		X	
SOUTH FULTON, GA	Finance Director	X	X	
SUNNYVALE, CA	Public Information Officer		X	
	City Clerk		X	

STRATFORD, CT	Human Resources Director		X	
STOCKBRIDGE, GA	City Manager	X		
TAKOMA PARK, MD	City Manager		X	
	Recreation Director	X	X	
	Housing and Development Director		X	
	Public Works Director	X		
THORNTON, CO	Public Information Officer		X	
	City Attorney			X
TOPEKA, KS	City Manager	X		
	Police Chief	X		
URBANA, IL	Chief Administrative Officer		X	
VALDEZ, AK	City Manager		X	
VENICE, FL	Police Chief		X	
VIRGINIA BEACH, VA	Human Resources Director	X		
VIRGINIA BEACH PARK TRUST (FL)	Executive Director	X		
VOLUSIA COUNTY, FL	County Manager		X	
	Budget Director		X	
	Human Resources Director		X	
	Deputy County Manager		X	
WACO, TX	Deputy City Manager		X	
	Exec. Dir. - Support Services			X
	Assistant City Manager	X		
	Director of Facilities			X
WAKE COUNTY, NC	Human Services Director			X
THE WEINGART CENTER (LOS ANGELES)	Executive Director		X	
WEST COVINA, CA	Planning Director	X	X	
WEST MIFFLIN, PA	Town Administrator		X	
WEST PALM BEACH, FL	Assistant City Administrator	X	X	
WICHITA, KS	Human Resources Dir	X	X	
	Community Services Dir	X	X	
	Communications Director		X	
	Director of Libraries		X	
	Housing and Development Director	X	X	
	City Manager	X		
WYOMING, OHIO	City Manager		X	
YPSILANTI, MI	City Manager	X		
ZOOLOGICAL SOCIETY OF FLORIDA (DADE COUNTY)	Executive Director			X