



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
AUGUST 26, 2019 at 5 p.m.  
CITY HALL, 240 COLUMBUS AVENUE**

<b>INVOCATION</b>	<b>D. Brady</b>
<b>PLEDGE OF ALLEGIANCE</b>	
<b>CALL TO ORDER</b>	
<b>ROLL CALL</b>	N. Lloyd, D. Waddington, G. Lockhart, D. Murray, N. Twine, D. Brady & W. Poole
<b>APPROVAL OF MINUTES</b>	August 12, 2019
<b>AUDIENCE PARTICIPATION</b>	
<b>PRESENTATION</b>	<b>2019 P.R.I.D.E. Award Winners</b>
<b>SWEARING-IN</b>	<b>Sandusky Police Department</b> Police Officer Mason Dye
<b>COMMUNICATIONS</b>	Motion to accept all communications submitted below
<b>CURRENT BUSINESS</b>	

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**CONSENT AGENDA ITEMS**

**SECOND READING**

**A. Submitted by Hank Solowiej, Finance Director**

**THREE YEAR AGREEMENT WITH OHIO AUDITOR OF STATE FOR PREPARATION OF CONSOLIDATED ANNUAL FINANCIAL REPORTS**

**Budgetary Information:** The total cost will be an amount not to exceed \$28,000 for each year. The cost will be distributed to the general fund (\$14,000), water fund (\$7,000) and sewer fund (\$7,000). The prior ordinance was passed by the City Commission on December 27, 2016, by Ordinance 16-222 that covered the 2016, 2017 and 2018 Comprehensive Annual Financial Reports. There is no increase in the cost.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with the State of Ohio, Office of the Auditor, Local Government Services Division; for preparation of the December 31, 2019, December 31, 2020 and December 31, 2021 Comprehensive Annual Financial Reports.

**SECOND READING**

**B. Submitted by Tom Horsman, Planner**

**NEORIDE COUNCIL OF GOVERNMENTS MEMBERSHIP AND EZFARE MOBILE TICKETING APP FOR SANDUSKY TRANSIT SYSTEM**

**Budgetary Information:** The cost for the annual membership to NEORide is \$1,000 and there is an annual fee of about \$1,000 as well to utilize the EZFare mobile ticketing application.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed adopting the bylaws to NEORide Regional Council of Governments and approving membership into NEORide, an Ohio Council of Governments.

**SECOND READING**

**C. Submitted by Greg Voltz, Planner**

**PROPOSED VACATION OF 10' ALLEY**

**Budgetary Information:** There is no impact to the general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed vacating a portion of an alley located west of Wildman Street between Lots 400 – 403 on Second Street and Lots 404 – 407 on First Street, within the city, as set forth on the vacation plat, a copy of which is marked Exhibit A-2 and attached to this ordinance and incorporated herein.

**D. Submitted by Trevor Hayberger, Law Director**

**AGREEMENT WITH CONSTELLATION NEWENERGY FOR NATURAL GAS AGGREGATION PROGRAM**

**Budgetary Information:** There is no direct impact to the general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a second amendment to the Endorsement Agreement with Constellation NewEnergy – Gas Division, LLC, for the city's natural gas aggregation program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**E. Submitted by Amanda McClain, Housing Manager**

**DISPOSAL OF UNNEEDED VEHICLE THROUGH INTERNET AUCTION**

**Budgetary Information:** There is no budgetary impact stemming from this disposal. The proceeds from the sales will be placed in the Code Compliance nuisance abatement account.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to dispose of a vehicle as having become unnecessary and unfit for city use pursuant to Section 25 of the city charter; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**F. Submitted by Hank Solowiej, Finance Director**

**BUDGET AMENDMENT #2**

**Budgetary Information:** Appropriation amendments are required to update the budget for previous actions of the city. Examples include, but are not limited to: Shoreline Drive and Jackson Street Pier projects (OWDA portion), Cedar Point waterline project change order, Sandusky Bay Pathway planning and design services, computer purchases for Municipal Court, capital improvements at city parks, neighborhood initiative, Fire Department supplies and materials and B S & A software for the Building, Code and Planning Departments.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed adopting Amendment #2 to Ordinance 19-054 passed by this City Commission on March 25, 2019; 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 Jason Werling, Recreation Superintendent**

**LEASE AGREEMENT WITH SANDUSKY BAIT COMPANY FOR THE SHELBY STREET BOAT LAUNCH RAMP FACILITY**

**Budgetary Information:** The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon rental fee income of \$100 per month during the peak season and \$50 per month during off-season. These funds will be used to offset utility costs at the facility.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a one year agreement with Steve and Tammy Hammer dba Sandusky Bait Company for the operation of a retail business for the sale of bait and tackle, convenience items, food, beverages and fishing equipment and supplies at the building located at the Shelby Street boat launch ramp facility for the period of August 27, 2019, through August 26, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #2 – Submitted by Hank Solowiej, Finance Director**

**VARIOUS PURPOSE IMPROVEMENT NOTE SALE**

**APPROVAL OF FISCAL OFFICER'S CERTIFICATE**

**Budgetary Information:** This various purpose improvement note sale includes renewal issues only. \$4,946,000 in notes will mature on October 4, 2019. The new various purpose improvement notes are in the amount of:

- \$1,000,000.00 (retire \$1,200,000) for Bayfront urban revitalization
- 100,000.00 (retire \$200,000) for Venice Road grade separation
- 600,000.00 (retire \$800,000) for the Fire Department ladder truck
- 150,000.00 (retire \$200,000) for the Street Department salt trucks
- 400,000.00 (retire \$546,000) for the City Hall relocation project
- 1,850,000.00 (retire \$2,000,000) for the design of The Landing project

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed providing for the issuance and sale of \$4,100,000 notes, in anticipation of the issuance of bonds, for the purpose of: 1) revitalizing the Bayfront Urban revitalization area by acquiring, clearing and improving certain properties in that area, undertaking the environmental clean-up and remediation of certain properties in that area, constructing road improvements and related utility and infrastructure improvements in that area, and otherwise improving that area; 2) paying a portion of the cost of eliminating grade crossings by constructing the Venice Road grade separation project in cooperation with the Ohio Department of Transportation; 3) acquiring a ladder truck for the Fire Department; 4) acquiring salt trucks for the Street Department; 5) paying the costs of various improvements for The Landing as more further described and approved in Ordinance 18-127; and 6) paying costs associated with the relocation of City Hall, including, but not limited to, those projects approved by Ordinance No's. 18-119, 18-128 and 18-129 and Resolution No. 025-18R; and declaring an emergency.

**ITEM #3 – Submitted by Jason Werling, Recreation Superintendent**

**PURCHASE OF PLAYGROUND SURFACING FOR HURON PARK**

**Budgetary Information:** This purchase in the amount of \$75,453 will be paid from the Parks & Recreation capital projects fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase and installation of playground surfacing from David Williams & Associates/Gametime of Alliance, Ohio, at Huron Park; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 – Submitted by Jason Werling, Recreation Superintendent**

**PURCHASE OF SHELTER FOR HURON PARK**

**Budgetary Information:** The total cost of the shelter is \$14,480.20 of which \$4,000 will be reimbursed by the Erie MetroParks Board of Park Commissioners through the 2019 Local Park Capital Improvement grant program and the remaining balance of \$10,480.20 will be paid with parks and recreation capital projects funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase a shelter from Play & Park Structures of Pittsburgh, Pennsylvania, for Huron Park; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #5 – Submitted by Josh Snyder, Assistant City Engineer**

**PERMISSION TO BID LIONS PARK SHORELINE REVETMENT PROJECT**

**Budgetary Information:** The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs is \$80,500 paid with \$50,000 coming from the Parks & Recreation capital projects fund and \$30,500 coming from Issue 8 Parks & Recreation funds from the capital projects account.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed Lions Park shoreline revetment 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 #6 – Submitted by Todd Gibson, Sr., Facilities & Properties Supervisor**

**AUTHORIZATION TO PURCHASE OF SNOW AND ICE CONTROL EQUIPMENT**

**Budgetary Information:** The cost of each 2019 single axle snow and ice control truck equipment package is \$93,631 with a total cost being \$187,262, which will be paid from Issue 8 infrastructure funds from the capital projects fund in an amount of \$115,000 and with street capital projects funds in an amount of \$72,262. This money is allocated in the 2019 and 2020 capital improvement plan budgets and invoicing is not expected until the first quarter of 2020.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase two 2019 single axle snow and ice control truck equipment packages from Henderson Products, Inc., of Bucyrus, Ohio, through the Sourcewell cooperative purchasing program for the Division of Street and Traffic; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #7 – Submitted by Josh Snyder, Assistant City Engineer**

**PROFESSIONAL SERVICES AGREEMENT WITH RED BARN ENGINEERING FOR THE MCCARTNEY ROAD PROJECT**

**Budgetary Information:** The not to exceed cost for professional services is \$15,000 and will be paid with Issue 8 infrastructure funds from the capital projects fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a professional services agreement with Red Barn Engineering, Inc., of Kenmore, Washington, for the McCartney Road reconstruction, storm sewer and storm pump station design project and relating to the Barrett Road culvert replacement; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #8 – Submitted by Josh Snyder, Assistant City Engineer**

**AMENDING PROFESSIONAL SERVICES AGREEMENT/ORDINANCE WITH MANNIK & SMITH FOR MEIGS STREET PROJECT**

**Budgetary Information:** The not to exceed cost for professional design services is \$233,195. The city’s share of this amount is \$46,639 (\$186,556 ODOT), of which \$36,639 is coming from Issue 8 infrastructure funds and \$10,000 is coming from Issue 8 Parks & Recreation funds both from the capital projects fund. This remaining portion of the project will be funded with state and Federal Highway Administration funds through ODOT. The total funding estimated for design services, construction and inspection costs remains capped at \$1,296,373.78. This leaves \$1,109,817.78 in ODOT funds for the construction and inspection portions of this project.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Ordinance No. 19-114, passed on June 24, 2019, authorizing and directing the City Manager to enter into an amended agreement for professional design services with the Mannik & Smith Group, Inc., of Maumee, Ohio, for the Meigs Street reconstruction and multi-use path project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

Monday, August 26 at 8:30 p.m.

Tuesday, August 27 at 5 p.m.

Monday, September 2 at 8:30 p.m.

Online:

[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us) – Click “Play” 



**DEPARTMENT OF FINANCE**  
**HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR**

240 Columbus Avenue  
Sandusky, Ohio 44870  
Phone (419) 627-5888  
Fax (419) 627-5892

TO: Eric L. Wobser, City Manager

FROM: Hank S. Solowiej, CPA, Finance Director

DATE: July 31, 2019

RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:**

A three-year agreement with the State of Ohio, Office of the Auditor, Local Government Services Division (LGS), for the completion of the December 31, 2019, 2020, and 2021 Comprehensive Annual Financial Report.

The City is required to complete an annual financial report that conforms to Generally Accepted Accounting Principles (GAAP) every year. Sandusky has prepared a Comprehensive Annual Financial Report (CAFR) for many years and has been recognized by the national and Ohio Governmental Finance Officers Association as a recipient of the Certificate of Achievement for Excellence in Financial Reporting. The Governmental Accounting Standards Board (GASB) establishes the guidelines for preparing this report and there are regular technical changes required that make it difficult for the staff of the department to prepare this report along with other regular duties without external assistance.

**BUDGETARY INFORMATION:**

The total cost will be an amount not to exceed \$28,000 for each year. The cost will be distributed to the General Fund (\$14,000), Water Fund (\$7,000), & Sewer Fund (\$7,000). The prior ordinance was passed by City Commission on December 27, 2016 (Ordinance No. 16-222) that covered the 2016, 2017, and 2018 Comprehensive Annual Financial Reports. There is no increase in the cost.

**ACTION REQUESTED:**

It is requested that the City Commission approve the necessary legislation at first reading.

CC: Trevor Hayberger, Law Director

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF  
FUNDS AVAILABLE**

In the matter of: LGS 2019-2021 compilation services

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky 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 in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.

  
\_\_\_\_\_  
Hank S. Solowiej, CPA  
Finance Director

7/31/19  
\_\_\_\_\_  
Date

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, OFFICE OF THE AUDITOR, LOCAL GOVERNMENT SERVICES DIVISION (LGS), FOR THE PREPARATION OF THE DECEMBER 31, 2019, DECEMBER 31, 2020, AND DECEMBER 31, 2021, COMPREHENSIVE ANNUAL FINANCIAL REPORTS.**

**WHEREAS**, the City is required to complete an annual financial report that conforms to Generally Accepted Accounting Principles (GAAP) every year; and

**WHEREAS**, the City has prepared a Comprehensive Annual Financial Report (CAFR) for many years and has been recognized by the national and Ohio Governmental Finance Officers Association as a recipient of the Certificate of Achievement for Excellence in Financial Reporting; and

**WHEREAS**, the Governmental Accounting Standards Board (GASB) establishes the guidelines for preparing this report where there are regular technical changes required that make it difficult for the Department staff to prepare this report along with other regular duties without external assistance; and

**WHEREAS**, this City Commission approved an agreement with the State of Ohio, Office of the Auditor, Local Government Services Division for the preparation of the December 31, 2016, 2017, and 2018, Comprehensive Annual Finance Reports by Ordinance No. 16-222, passed on December 27, 2016; and

**WHEREAS**, the cost for the preparation of the report for each year is an amount not to exceed \$28,000.00 of which \$14,000.00 will be paid with General Funds, \$7,000.00 will be paid with Water Funds and \$7,000 will be paid with Sewer Funds; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Finance Department, of the City of Sandusky, Ohio 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 State of Ohio, Office of the Auditor, for the preparation of the December 31, 2019, December 31, 2020, and December 31, 2021, Comprehensive Annual Financial Reports at a cost not to exceed Twenty Eight Thousand and 00/100 Dollars (\$28,000.00) for each year for a total amount **not to exceed** Eighty Four Thousand and 00/100 Dollars (\$84,000.00). Said services and the cost thereof shall be furnished and calculated in accordance with the contract, a copy

of which is attached to this Ordinance marked Exhibit "A" and 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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019 (effective after 30 days)



# OHIO AUDITOR OF STATE KEITH FABER



Local Government Services  
88 East Broad Street, Fourth Floor  
Columbus, Ohio 43215-3506  
(614) 466-4717 or (800) 345-2519  
[contactlgs@ohioauditor.gov](mailto:contactlgs@ohioauditor.gov)  
[www.ohioauditor.gov](http://www.ohioauditor.gov)

June 27, 2019

Hank S. Solowiej, Finance Director  
City of Sandusky  
222 Meigs Street  
Sandusky, Ohio 44870

Dear Mr. Solowiej:

This letter is to confirm our understanding of the terms and objectives of our engagement with the City of Sandusky and the nature and limitations of the services we will provide.

We will provide the following services:

Using our conversion software, the Local Government Services Section of the Office of the Auditor of State (LGS) will prepare, from information provided by the City, the annual financial statements for the City of Sandusky for the years ending December 31, 2019, December 31, 2020, and December 31, 2021.

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by the City. LGS will conduct this engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

LGS is not required to, and will not, verify the accuracy or completeness of the information the City provides to LGS for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify any financial statement misstatements, including those caused by fraud or error, or to identify any wrongdoing within the City or noncompliance with laws and regulations.

Our engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare the City's financial statements in accordance with SSARs: 1) the selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements; 2) the prevention and detection of fraud; 3) to ensure that the City complies with the laws and regulations applicable to its activities; 4) the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments the City provides to LGS for the engagement to prepare financial statements; and 5) to provide us with documentation and other information that is relevant to the preparation and presentation of the financial statements, additional information that may be requested for the purpose of the preparation of the financial statements, and unrestricted access to persons within the City of Sandusky of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

The City of Sandusky remains responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board. It is therefore the responsibility of the City to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. It is also the City's responsibility to design, implement, and maintain internal controls, including monitoring ongoing activities.

To demonstrate that the City is fulfilling these responsibilities, the following safeguards will be observed. The City will designate a management level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. If the City has determined that someone other than the individual with whom we worked last year will fulfill this role, the City must submit documentation to support the new designee's knowledge and capability to perform this function. We will meet with this individual periodically to update our progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will perform all management functions and make all management decisions related to this conversion and compilation and will accept full responsibility for such decisions. Accordingly, this individual will review and approve all proposed adjustments before they are entered into the conversion software. Finally, this individual will evaluate the adequacy of the services performed under this engagement by the Local Government Services Section of the Office of the Auditor of State.

It is understood and agreed that the performance of this engagement by LGS will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group of the Office of the Auditor of State.

Management is responsible for making all financial records and related information available to LGS. The hours of service offered in this letter are based upon the following information being provided by the City:

1. Information required to confirm appropriate fund classification and major fund status;

2. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements, including original budget amounts for all funds required to be presented in the basic financial statements, and documentation to ensure that financial records are in agreement with amended certificates requested and appropriations passed by the City Council during the year;
3. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with bank reconciliations of all City funds and bank accounts as of year-end;
4. Documentation for receivables including taxes, intergovernmental, and accounts receivable, inventory, and prepaid items as of year-end;
5. The balances for all governmental capital assets by program and type and proprietary capital assets by fund and type as of the beginning and end of the year, including appropriate information regarding accumulated depreciation, as well as current year additions (including accounts charged for related expenditures) and deletions (including any related proceeds and accumulated depreciation on the deleted asset). In addition, information is required that presents depreciation expense by fund and type for proprietary capital assets and by program and type for general capital assets for the year;
6. Information regarding accrued salaries, compensated absences (both current and long-term), accounts payable, workers' compensation, retirement, and other current and long-term liabilities as of year-end;
7. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that details balances at the beginning and end of the year, increases and decreases, and the purpose for which the short-term debt was issued;
8. Information regarding long-term debt balances as of the beginning and end of the year and information regarding additions and payments that occurred during the year. Information that details issuance costs, premiums, and discounts for additions should be identified separately.
9. Copies of amortization schedules that distinguish between principal and interest for each outstanding debt issue;
10. Information to support necessary modified accrual and accrual adjustments at year end;
11. Information regarding transfers by fund including the amount and purpose for each transfer;
12. Required supplementary information;
13. The transmittal letter and statistical section;
14. Management's Discussion and Analysis.

It is important that you provide financial records that balance and documentation that is adequate to support the necessary journal entries. If we discover inadequacies in the records or documentation you provide, we will return the information to you for correction.

All documents provided to LGS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. must be redacted of any personal information before submission. Personal information is defined as social security numbers, dates of birth, drivers' license numbers, or financial institution account numbers associated with an individual. The City shall redact all personal information from electronic records before they are transmitted to LGS. This information should be fully blacked out in all paper documents prior to sending them to LGS. If personal information cannot be redacted from any records or documents, the City must identify these records to LGS prior to their submission.

If redacting this personal information impairs the ability of LGS to provide the contracted services, the City and the Auditor of State's Office will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates hardship on the City in terms of resources, recordkeeping, or other issues, the City and LGS may collaborate on alternative methods of providing the City's data to LGS without compromising the personal information on individuals served or employed by the City.

As part of the annual financial report, you will be required to prepare a Management's Discussion and Analysis (MD&A). LGS assistance with respect to the MD&A will be limited to reviewing the MD&A to determine that all required topics have been addressed and to ensure that the amounts presented in the MD&A match the amounts presented in the financial statements.

During the course of this preparation, from financial records and supporting documentation you provide, LGS will propose journal entries for the preparation of the basic financial statements, review records and other information to determine whether data is being gathered at the required level to permit the preparation of the financial statements, enter usable information from the prior year trial balances to the trial balances that will be used for the year being reported, and input approved journal entries into the trial balances. LGS will also discuss with you the requirements for budgetary presentations and assist in the identification of original budgetary information.

LGS assistance with respect to capital assets will be limited to explaining the information necessary for report preparation. If additional assistance in the review of policies or significant guidance related to the calculation of capital assets is required, this engagement will need to be amended.

All work papers prepared by the Office of the Auditor of State will remain the property of the Auditor of State. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

It is estimated that 560 hours will be needed to complete this engagement for each year 2019, 2020, and 2021. Our fees for these services will be billed monthly to the City at a rate of \$50 per hour and the total cost is not anticipated to exceed \$28,000 each year. If additional time or services should be necessary, we will notify the City regarding any amendment to this contract that may be required.

Upon a thirty day written notice, either party may terminate this agreement for any reason. Such notice shall be sent by U.S. mail or by personal delivery to the Auditor of State, Local Government Services Section, 88 East Broad Street, Fourth Floor, Columbus, Ohio 43215-3506. In the event of such termination, the Auditor of State shall be compensated at the contractually agreed upon rate for any and all work done to the date of such notice.

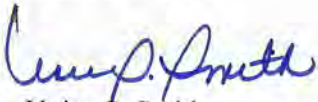


Hank S. Solowiej, Finance Director  
City of Sandusky  
June 27, 2019  
Page 5 of 5

If you are in agreement with the terms of this contract, please sign and certify this engagement letter in the appropriate spaces and return it to me no later than August 30, 2019. If we do not hear from you by August 30, 2019, we will assume the City does not wish to contract for the services of the Local Government Services Section of the Office of the Auditor of State. Should you have any questions concerning this letter, please do not hesitate to contact Belinda L. Miller, Chief Project Manager, at 1-800-345-2519.

Sincerely,

KEITH FABER  
Auditor of State



Unice S. Smith  
Chief of Local Government Services

We desire the Auditor of State's Office to perform the services described above and agree to the terms and conditions set forth in this letter.

THE CITY OF SANDUSKY

Date: \_\_\_\_\_

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

Ordinance No. \_\_\_\_\_

City Manager

It is hereby certified that the amount of \$\_\_\_\_\_ required to pay this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of the \_\_\_\_\_ Fund, free from any obligation or certification now outstanding.

Date: \_\_\_\_\_

\_\_\_\_\_  
Hank Solowiej, Finance Director

cc: Belinda Miller, Chief Project Manager  
Stephen Flickinger, Chief Auditor



## DEPARTMENT of PLANNING

420 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5844  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

**To:** Eric Wobser, City Manager

**From:** Thomas Horsman, Assistant Planner

**Date:** July 31, 2019

**Subject:** August 12, 2019 Commission Agenda Item – Resolution to join NEORide, an Ohio council of governments.

**Item for Consideration:** Adoption of an ordinance approving the bylaws to become a member of NEORide, an Ohio council of governments.

**Purpose:** To join NEORide, an Ohio council of governments that works to plan, promote, and enhance transportation options within and between the jurisdictions of the members and in the state of Ohio.

**Background Information:** In 2014, the transit agencies in Summit, Portage, and Stark counties joined together to create NEORide in an attempt to improve coordination between the three agencies. The organization helped break down barriers and made it easier to synchronize service across county borders. Since that time, seven additional transit systems have joined NEORide, bringing the total membership up to 10 systems. The organization has grown in scope and has outlined three specific strategic goals: 1) implement a statewide mobile ticketing app, 2) seek joint grant or funding initiatives, and 3) work toward multi-agency procurement.

NEORide recently launched a mobile ticketing app called EZFare, which allows customers to use a mobile application to purchase electronic fare cards for all of the transit agencies that are members of NEORide. By joining NEORide, Sandusky Transit would be able to utilize EZFare and customers could purchase their bus fare on their phone. This would make it more convenient for Sanduskians to ride the bus and it would also make it easier for out-of-town guests to utilize the transit system. The EZFare application could also be used to distribute fare cards to employees of Cedar Point and Kalahari in a more efficient way. Joining NEORide would also give Sandusky Transit the opportunity for group procurement and grant applications.

**Budgetary Impact:**

The cost for the annual membership to NEORide is \$1,000, and there is an annual fee of about \$1,000 as well to utilize the EZFare mobile ticketing application.

**Action Requested:** It is requested that City Commission approve the by-laws of NEORide to become a member of the organization.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington  
Planning Director

CC: Kelly Kresser, Clerk of City Commission  
Hank Solowiej, Finance Director  
Trevor Hayberger, Law Director

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

**AN ORDINANCE ADOPTING THE BYLAWS OF NEORIDE REGIONAL COUNCIL OF GOVERNMENTS AND APPROVING MEMBERSHIP INTO NEORIDE, AN OHIO COUNCIL OF GOVERNMENTS.**

**WHEREAS**, Ohio Revised Code § 167 provides that a political subdivision may, pursuant to the extent that it considers necessary, join with other political subdivisions in establishing and maintaining a Council of Governments for the purpose of including, but not limited to promoting cooperative arrangements and coordinate actions among its members; and

**WHEREAS**, the City has identified a need to plan, promote, future and enhance transportation options within and between the jurisdictions of the members and in the State of Ohio by encouraging cooperative arrangements and coordinating action among the members, and between the members and other governmental agencies, private persons, corporations, or agencies; and

**WHEREAS**, this City Commission has determined that it is in the best interest of the Sandusky Transit System to become a member of a NEORide, an Ohio Council of Governments, to explore coordination options and join with other political subdivisions to benefit all involved; and

**WHEREAS**, NEORide was created in 2014 by transit agencies in Summit, Portage, and Stark counties in an attempt to improve coordination between the three agencies and since that time, NEORide has grown its membership to include ten (10) transit systems and has outlined three specific strategic goals: 1) implement a statewide mobile ticketing app, 2) seek joint grant or funding initiatives, and 3) work toward multi-agency procurement.; 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 Sandusky Transit System, 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 hereby adopts the Bylaws of NEORide Regional Council of Governments, a copy of which is attached to the Ordinance and marked Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, and authorizes and directs the City Manager to execute a membership agreement into NEORide to explore coordination options and join with other political subdivisions to benefit all involved.

Section 2. This City Commission hereby authorizes and directs the City Manager to appoint from his Staff the City's primary voting director and the alternate voting director to represent the City of Sandusky on the NEORide



Governing Board.

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019 (effective after 30 days)

**BYLAWS  
OF  
NEORIDE REGIONAL COUNCIL OF GOVERNMENTS**

**Adopted November 19, 2014**

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**BYLAWS  
OF  
NEORIDE REGIONAL COUNCIL OF GOVERNMENTS**

**ARTICLE I GENERAL**

**SECTION 1. AUTHORITY:** The NEORide Regional Council of Governments (“NEORide”) has been established by the legislative action of the Portage Area Regional Transportation Authority (“PARTA”), Metro Regional Transit Authority (“METRO”) and Stark Area Regional Transit Authority (“SARTA,” and together with PARTA and METRO, collectively, the “Cooperative Parties”) as a regional council of governments pursuant to the authority of Chapter 167 of the Ohio Revised Code.

**SECTION 2. ORGANIZATION:** PARTA, METRO and SARTA entered into the Agreement Establishing the NEORide Regional Council of Governments dated as of November 19, 2014 (the “Establishing Agreement”).

**SECTION 3. PURPOSE:** In accordance with the Establishing Agreement, the purpose of NEORide is to plan, promote, further and enhance transportation options within the jurisdictions of the Members and in the State of Ohio by encouraging cooperative arrangements and coordinating action among the Members, and between the Members and other governmental agencies, private persons, corporations, or agencies.

**SECTION 4. POWERS:** NEORide shall have such powers as are now, or hereafter may be, granted to regional council of governments by Chapter 167 of the Ohio Revised Code, as amended from time to time, and the Establishing Agreement.

**SECTION 5. APPOINTMENT OF FISCAL OFFICER:** In accordance with Section 167.04 of the Ohio Revised Code, the Ohio Transit Risk Pool is hereby appointed as the Fiscal Officer of NEORide. The Fiscal Officer shall receive, deposit, invest, and disburse the funds of NEORide in the manner authorized by action of the Governing Board. The Fiscal Officer shall make an annual report of the activities of NEORide to the Members in compliance with Section 167.06(C) of the Ohio Revised Code. The Fiscal Officer shall develop and follow procedures for the receipt, expenditure and accounting of funds in a manner that is capable of being audited and in accordance with the public accounting practices required for data information sites by the law of Ohio and the regulations of the Auditor of State. The Fiscal Officer shall prepare an annual budget for consideration and adoption by the Governing Board. The Fiscal Officer shall prepare and file an annual report on behalf of NEORide in the manner set forth in Section 117.38 of the Ohio Revised Code and shall participate in all audits of NEORide as required by Section 117.11 of the Ohio Revised Code.

**SECTION 6. LEGAL ADDRESS:** The legal address for the NEORide and the Governing Board shall be: NEORide, 1 Park Center Drive #300, Wadsworth, OH 44281. All notices permitted or required by law, these by-laws or establishing agreement shall be written and delivered, by first class mail postage prepaid, to the Legal Address; provided, however, notices of

the withdrawal of a Member, a hearing on the removal of a Member, or a hearing on any request to amend these by-laws, shall be sent by certified mail.

## **ARTICLE II MEMBERSHIP IN NEORIDE**

**SECTION 1. MEMBERS:** Members of NEORide shall include the Cooperative Parties and any other political subdivision admitted as a Member pursuant to the terms of the Establishing Agreement.

**SECTION 2. ADDITIONAL MEMBERS:** Any political subdivision located in the State of Ohio may apply for membership in NEORide in accordance with the Establishing Agreement and mutually agreed upon initial fiscal contribution under Section 7.2 of said agreement. The Governing Board of NEORide shall meet and shall take action to admit or decline to admit the applicant as a Member of NEORide.

**SECTION 3. ACTION BY MEMBERS:** Any action to be taken by NEORide that requires the authorization, approval or ratification of the Members shall be taken only with the affirmative vote of a majority of the Members. Each Member shall as to such matter have one vote, which vote shall be exercised by such Member's legislative authority. The Governing Board may make recommendations to the NEORide Members as to matters to be considered for approval by the Members.

**SECTION 4. REMOVAL OF MEMBERS** If a Members fails to pay its financial commitments to NEORide when due, then such Member may be removed by a majority vote of the remaining members of the Governing Board.

## **ARTICLE III GOVERNING BOARD**

**SECTION 1. GOVERNING BOARD:** There shall exist a Governing Board whose purpose it shall be to consider matters relating to the membership and operation of NEORide. The powers of NEORide shall be exercised by and under the direction of the Governing Board.

**SECTION 2. MEMBERS OF THE GOVERNING BOARD:** Each Member shall designate, by appropriate action of its legislative authority, from time to time, a Representative, who shall act as a member of the Governing Board. Any Member may designate one or more alternative Representatives to represent such Member on the Governing Board from time to time through an appropriate action of its legislative authority.

**SECTION 3. RESIGNATION AND REMOVAL:** Any member of the Governing Board may resign at any time by giving written notice thereof to the secretary of the Governing Board. A Representative of the Governing Board may be removed at any time by action of the legislative authority of the Member designating such Representative.

**SECTION 4. VACANCIES:** Any vacancy occurring in the Governing Board shall be filled from time to time by the Member whose Representative has resigned or been removed.

**SECTION 5. LIMITATION CLAUSE:** The Governing Board shall have no authority to do or perform any act and thing which is reserved to the Members in the Establishing Agreement or under Ohio law.

#### **ARTICLE IV MEETINGS OF THE GOVERNING BOARD**

**SECTION 1. REGULAR MEETINGS:** Regular meetings of the Governing Board shall be held not less than three times each year at a time and place designated by the Chairman of the Governing Board.

**SECTION 2. SPECIAL MEETINGS:** Special meetings of the Governing Board may be called by the Chairman of the Governing Board or by a majority of the members of the Governing Board in a writing delivered to the secretary of the Governing Board. The person or persons calling the meeting shall specify the place, time and purpose for such meeting.

**SECTION 3. LOCATION OF MEETING:** Meetings of the Governing Board shall be held at any place located within the territory of the Members.

**SECTION 4. NOTICE OF MEETING:** Written notice of the time and place of each regular and special meeting of the Governing Board shall be given to each Representative of the Governing Board by personal delivery, facsimile or e-mail transmission or by regular mail at least five days before the meeting, which notice, in the case of a regular meeting, need not specify the purpose of the meeting. If the notice is mailed, it shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. The attendance of a Representative at a Governing Board meeting shall constitute a waiver of notice of such meeting, except where the member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**SECTION 5. QUORUM:** A majority of the members of the Governing Board is necessary to constitute a quorum for a meeting of the Governing Board. The act of a majority of the members of the Governing Board present at a meeting at which a quorum is present is the act of the Governing Board.

**SECTION 6. VOTING:** Each Representative on the Governing Board shall be entitled to one vote on any matter coming before the Governing Board for vote or action.

**SECTION 7. COMPENSATION AND EXPENSES:** Representatives on the Governing Board shall not receive any compensation for their service.

**SECTION 8. PUBLIC MEETINGS:** The Governing Board of NEORide hereby adopts the public meetings policy set forth in Exhibit A attached hereto as required by Section 121.22 of the Ohio Revised Code.

#### **ARTICLE V COMMITTEES OF GOVERNING BOARD**

**SECTION 1. COMMITTEES:** The Governing Board by action may designate such committees which shall have and may exercise such powers as shall be conferred or authorized

from time to time by the Governing Board. The Governing Board, by affirmative vote, shall have power at any time to change the powers and members of any such committees, to fill vacancies, and to dispose of any such committee.

**SECTION 2. ACTION BY COMMITTEES:** A majority of the members of any committee may determine its actions and fix the time and place of its meetings unless the Governing Board shall otherwise provide.

## **ARTICLE VI OFFICERS OF GOVERNING BOARD**

**SECTION 1. OFFICERS:** The officers of the Governing Board shall consist of a Chairman, a Vice Chairman and a Secretary-Treasurer and such other officers and assistant officers as the Governing Board may deem necessary, each of whom may be designated by such other titles as may be provided in an action of the Governing Board. The officers of the Governing Board shall each be elected from among the members of the Governing Board.

**SECTION 2. ELECTION AND TERM OF OFFICE:** The officers of the Governing Board shall be elected annually by the Governing Board at the first regular meeting after the beginning of a new fiscal year. Each officer shall hold office for a term of one year, or until his successor shall have been duly elected and accepted office, or until his death, resignation or removal in the manner hereinafter provided.

**SECTION 3. REMOVAL:** Any officer may be removed at any time by the Governing Board by a vote of a majority of the members of the Governing Board.

**SECTION 4. VACANCIES:** A vacancy in office because of death, resignation, removal, disqualification or otherwise may be filled by the Governing Board.

**SECTION 5. CHAIRMAN:** The Chairman of the Governing Board shall preside at all meetings of the Governing Board. The Chairman shall have general overall supervision of all of the business and affairs of the Governing Board.

**SECTION 6. VICE CHAIRMAN:** In the absence of the Chairman or the inability or refusal of the Chairman to act, the Vice Chairman shall perform the duties of the Chairman, and otherwise the Vice Chairman shall perform duties as may be prescribed by the Governing Board from time to time.

**SECTION 7. SECRETARY-TREASURER:** The Secretary-Treasurer shall, subject to the direction of the Governing Board, keep or cause to be kept the minutes of the meetings of the Governing Board; assure that minutes of all meetings of committees of the Governing Board are prepared and filed with the records of the Governing Board; assure that minutes of all notices are given in accordance with the provisions of these Bylaws or as required by the Cooperative Agreement; be custodian of the records of the Governing Board; and in general perform all duties as may be assigned to the Secretary-Treasurer by Governing Board from time to time.



## **ARTICLE VII ANNUAL BUDGET**

**SECTION 1. ANNUAL BUDGET:** Annually the Governing Board shall consider and adopt an annual budget as prepared by the Fiscal Officer which maintains operations and expenditures within the budget.

**SECTION 2. BUDGET PROCESS:** The Governing Board shall provide, or cause to be provided, budget procedures and shall maintain supervision over budget controls. The Governing Board shall adopt the annual budget for the upcoming year, prior to the last day of NEORide's fiscal year.

**SECTION 3. PAYMENTS:** The Governing Board shall determine the time and the amount of all payments from Members and Former Members.

## **ARTICLE VIII AMENDMENTS**

**SECTION 1. AMENDMENTS:** These Bylaws may be amended or they may be repealed and new Bylaws adopted by a majority vote of the legislative authorities of the Members upon the recommendation of the Governing Board.

## **ARTICLE IX TERMINATION**

**SECTION 1. TERMINATION:** If and when determined by a majority vote of the Governing Board that the purposes of NEORide are not being fulfilled, that the continuation of NEORide is impractical, unnecessary, or contrary to law, NEORide shall be terminated. In the event of termination, all assets of NEORide must first be used to pay all debts and legal obligations of NEORide. All assets remaining after the satisfaction of all legal obligations shall be distributed to the then current Members on a pro-rata basis as determined by their membership dues or contributions to NEORide. No Member shall be liable for any debt or obligation of NEORide.

## **EXHIBIT A**

### **Section 1: Deliberations**

Ohio Revised Code Section 121.22(A) states that “This section shall be liberally construed to require public officials to take official action and to conduct all deliberations upon official business only in open meetings unless the subject matter is specifically excepted by law.” This provision, which includes all deliberations rather than just final decisions is difficult to fully specify in law but should be considered a major guiding principle concerning public meetings. It clearly requires that deliberations upon official business not occur at private meetings, even if a quorum of the Council or of a particular committee is not present. However, there is also a proper place in government for research, consultation, identification of alternatives, personal reflection, and informal discussion outside of public meetings.

### **Section 2: Definitions**

“**Deliberations**” are defined as the process of choosing among alternatives for official action by the Governing Board.

“**Executive Session**” means a meeting of the Governing Board or any committee that is not open to the public.

“**Public meeting**” means any prearranged discussion of official business relating to NEORide which is open to the public and for which the public notice and other requirements of this ordinance and Section 121.22 of the Ohio Revised Code have been met.

### **Section 3. State Law to Control**

All provisions of Ohio Revised Code Section 121.22 and all other provision of general law related to open, public meetings shall apply to the conduct of NEORide. All provisions of this ordinance shall be construed only in ways that are consistent with general law.

### **Section 4: Open Meetings**

(a) Open Meetings Required. All meetings conducted by any public body at which official action is considered or deliberations upon official business takes place shall be open to the public.

(b) Executive Session. Notwithstanding the foregoing, any public body may conduct an Executive Session, provided that all of the requirements of Ohio Revised Code Section 121.22, as amended, are met. An Executive Session may be conducted solely to discuss but not act upon any of the matters set forth in Ohio Revised Code Section 121.22 (G), as amended, and no other matters may be discussed or acted upon.

Prior to conducting an Executive Session, the public body shall, at a public meeting of that body, adopt a motion to go into Executive Session, stating the specific matter(s) to be discussed and stating that no other matters shall be discussed. The motion shall be approved by a majority of members present, by roll call vote, with a quorum being present. The agenda

for the meeting at which an executive session is to be conducted shall state the intent to conduct an executive session and name the matter(s) to be discussed.

## **Section 5: Notice Requirements**

(a) Schedule of Governing Board and Committee Meetings. The Fiscal Officer shall post on NEORide's website and make available to the public a list of the dates, times, and locations of the meetings of the Governing Board and any committees thereof.

(b) Publication of Notice and Agenda for Meetings. Not later than the close of business on the second business day prior to each Governing Board or committee meeting, the Fiscal Officer shall post the meeting notice and agenda for the meeting and supporting information from the packets of information prepared on NEORide's website.

(c) Emergency Meetings. The Governing Board, its committees, and other public bodies may conduct emergency or special meetings with less notice than that specified in Section 5(b) of this policy. Such meetings shall be publicized in the same way as other meetings of the same public body and the meeting notice and agenda shall also be sent to news media organizations who have requested this information. A meeting may be held with less than twenty-four (24) hours' notice only when (A) there is an emergency that requires immediate official action, (B) the notice and agenda for the meeting state the nature of the emergency, and (C) matters related to the emergency are the only matters discussed at the meeting.

(d) Minutes. Minutes shall be kept at all public meetings and maintained as public records. Minutes of all meetings shall be available to the public and posted on the appropriate page of NEORide website when approved by the Governing Board. The minutes of all public meetings shall include the following:

the name of the organization conducting the meeting;

that location, date, and time that the meeting started and the time that the meeting adjourned;

a presentation of the events of the meeting that included all matters discussed and all actions taken, including amendments and procedural actions;

a summary of all votes taken, including a description of the question that was considered, the results of the vote, and the vote of each member.

(e) Advance Notice Available to News Media. The Fiscal Officer shall provide to any news organization, upon request, information including the date, time, location, and agenda of any special or emergency meeting of that public body. The Fiscal Officer shall establish a procedure, consistent with Section 121.22 of the Ohio Revised Code, for news media to apply to receive this information on an ongoing basis.



## PLANNING DEPARTMENT

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5715  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric Wobser, City Manager

**From:** Greg Voltz, Planner

**Date:** July 30, 2019

**Subject:** August 12, 2019 Commission Agenda Item – petition for vacation of 10' Alley located between parcels 57-03841.000, 57-03858.000, and 57-03857.000 between First Street and Second Street.

**Item for Consideration:** Jeff Rengel, on behalf of RLR Properties has submitted a petition for vacation of a portion of a 10' alley located between parcel 57-03841.000 (Lots 404-407) along First Street and parcels 57-03858.000 and 57-03857.000 (Lots 400-403) along Second Street.

**Purpose:** Generally, it is important for the City Commission to analyze and preserve streets and alleys for future planning endeavors or projects when possible. Street and Alley vacations should only be considered when the City can definitively determine there will not be a public use in the future and when the vacation will not land lock any parcels, nor adversely impact traffic circulation or adjacent properties.

**Background Information:** At the June 26, 2019 Planning Commission meeting the Commission recommended approval for the vacation of the above referenced alley. The applicant, Jeff Rengel, applied to vacate this area to create a more developable parcel. Planning staff recognizes that the mentioned alley has been functioning as a vacated alley for a period of time already and that the applicant is the sole owner of property adjacent to the area proposed to be vacated. Jeff Rengel is the only abutting property owner to the alley. The proposed vacations will not land lock any property and the right-of-way is no longer of use for the public. However, staff does have slight concern of vacating alleys along first street as that will force property owners to create curb cuts along First Street rather than utilizing alleys to gain vehicular access from the rear of the property.

**Correlation to the Comprehensive Plan:**

The Comprehensive Plan calls for reimagining this section for residential stabilization and infill as well as mixed use redevelopment of the First Street corridor. The proposed vacation will assist in the redevelopment of the First Street corridor.

**Budgetary Impact:**

There is no impact to the general fund.

**Action Requested:** It is requested that City Commission approve the proposed a petition for the vacation of a portion of a 10' alley located between parcel 57-03841.000 (Lots 404-407) along First Street and parcels 57-03858.000 and 57-03857.000 (Lots 400-403) along Second Street.

I concur with this recommendation:

---

Eric Wobser  
City Manager

---

Angie Byington  
Planning Director

cc: Kelly Kresser, Clerk of City Commission  
Hank Solowiej, Finance Director  
Trevor Hayberger, Law Director



Petition for Vacation  
City Right-Of-Way

D. Jeffery Rengel

Typed or Printed Name of Circulator

421 JACKSON ST., SANDUSKY, OH.

Typed or Printed address of Circulator

419-627-0400

Phone Number of Circulator

The undersigned owners of lots in the vicinity

FIRST-SECOND ST. at WILLIAM ST  
LOTS 400-407

Respectfully petition that a portion of said street/alley/right-of-way described as follows:

lying between LOTS 400-403 and 404-407

lying between PARCELS 57-03857/57-03858/57-03841

Be vacated for the reason that it is no longer of use to the public and its vacation will not be detrimental to the general interest.

By signing this petition, we hereby support the proposed vacation and waive our right to public notice. Further, we realize that we shall be responsible for providing a completed petition including a complete legal description and a plat prepared by a professional, suitable for recording, and approved by the County Surveyor.

Name

D. Jeffery Rengel for  
RLR Properties Ltd.

Address

421 JACKSON ST.

Date Signed

5-24-19

(You may attach an additional sheet of paper if the space provided above is not adequate)

Office use only:

\_\_\_\_\_ \$500.00 filing fee

\_\_\_\_\_ Plat as detailed in "Right-of-Way Vacation Procedures", and approved by the County Surveyor

\_\_\_\_\_ Legal Description approved by the County Surveyor

\_\_\_\_\_ Completed form containing required signatures



# CITY OF SANDUSKY APPLICATION FOR PLANNING COMMISSION APPROVAL

## TYPE OF APPLICATION:

☐ Conditional Use Permit  
☐ Flood Plain Variance  
☒ Other Alley Vacation

☐ Similar Main Use  
☐ Front Yard Fence

## APPLICANT/AGENT INFORMATION:

Property Owner Name: RLR Properties, Ltd.  
Property Owner Address: 421 JACKSON ST  
SANDUSKY, OHIO 44870  
Property Owner Telephone: 419-627-0400  
Authorized Agent Name: Jeff Rengel  
Authorized Agent Address: SAME  
Authorized Agent Telephone: SAME

## LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address: CORNER FIRST & WILDMAN VACANT LAND. No Address  
Legal Description of Property (check property deed for description):  
52-03858.000 ; 52-03857.000 ; 52-03844.000  
See ATTACHED. LOTS 400-407  
Parcel Number: \_\_\_\_\_ Zoning District: CR



**DETAILED SITE INFORMATION:**

Land Area of Property: 1 Acre (sq. ft. or acres)

**Total Building Coverage (of each existing building on property):**

Building #1: \_\_\_\_\_ (in sq. ft.)

Building #2: \_\_\_\_\_

Building #3: \_\_\_\_\_

Additional: \_\_\_\_\_

*N/A*

Total Building Coverage (as % of lot area): N/A

**Gross Floor Area of Building(s) on Property (separate out the square footage of different uses – for example, 800 sq. ft. is retail space and 500 sq. ft. is storage space:**

N/A

**Proposed Building Height (for any new construction):** \_\_\_\_\_

**Number of Dwelling Units (if applicable):** \_\_\_\_\_

**Number of Off-Street Parking Spaces Provided:** \_\_\_\_\_

**Parking Area Coverage (including driveways):** \_\_\_\_\_ (in sq. ft.)

**Landscaped Area:** \_\_\_\_\_ (in sq. ft.)

*A simultaneous site plan approval application is being submitted.*



**PROPOSED DEVELOPMENT (check those that apply):**

K

**New Construction (new building(s))** *See site plan Application*

### Addition to Existing Building(s)

### Change of Use in Existing Building(s)

**Description of Proposed Development (Describe in detail your development plans, for example – proposed use, size of building or proposed addition, hours of operation, days of operation, seating capacity, etc.):**

[illegible]

**REQUIRED SUBMITTALS:**

**15 copies of a site plan/off-street parking plan for property**

**Application Fee:**

**Conditional Use Permit: \$100.00**

**Similar Main Use: \$100.00**

**Flood Plan Variance: \$100.00**

**Front Yard Fence: no charge**

**Other: check with staff for fee**

**APPLICATION MUST BE COMPLETELY FILLED OUT!**

**APPLICATION AUTHORIZATION:**

**If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.**

**Signature of Owner or Agent**

**Date**

**PERMISSION TO ACT AS AUTHORIZED AGENT:**

**As owner of \_\_\_\_\_ (municipal street address of property), I hereby authorize \_\_\_\_\_ to act on my behalf during the Planning Commission approval process.**

**Signature of Property Owner**

**Date**

**STAFF USE ONLY:**

**Date Application Accepted: \_\_\_\_\_ Permit Number: \_\_\_\_\_**

**Date of Planning Commission Meeting: \_\_\_\_\_**

**Planning Commission File Number: \_\_\_\_\_**

**Owner:** RLR Properties, Ltd.  
**Location:** SW Corner of First and Wildman Streets, Sandusky, OH  
**Parcel#:** 57-3858.000; 57-03857.000; 57-03844.000  
**Lots:** 400-407  
**Zoned:** Commercial-Recreational

#### **Addendum to Application for Alley Vacation and Building Site Plan Approval**

This application is for vacation of a platted but never used alley running between these parcels. The platted alley runs, on paper, between Wildman and E. Farwell Streets. There are no garages which abut upon or are accessed by this "alley" in any manner. This alley has never historically been used as an alley by the adjacent properties. In fact, until just a few months ago there was a very large tree and considerable shrubbery lying within this "alley" between lots 399-400-407-408 and 409 thereby effectively blocking any use of this area as an alley. When the tree collapsed, the City claimed it was on property not owned by the City refused to remove it or pay for its removal or clean-up. The brush was removed by Mr. Waldock as part of the recent clean-up after his housing demolition on nearby properties fronting First Street.

A similar "paper alley" was vacated on the next block east on our application in the 1980's.

Legal description of the "alley" and plat map are attached.

A site application with specifications for the proposed building are being submitted simultaneous with this application.



# PLANNING COMMISSION REPORT

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PETITION FOR VACATION OF A PORTION  
OF A 10' ALLEY LOCATED BETWEEN  
PARCELS 57-03841.000, 57-03858.000, AND 57-  
03857.000 ALONG FIRST STREET.

Reference Number: PC-09-19

Date of Report: 06-14-2019

Report Author: Greg Voltz, Planner



# City of Sandusky, Ohio

## Planning Commission Report

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### BACKGROUND INFORMATION

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Jeff Rengal, on behalf of RLR Properties has submitted a petition for vacation of a portion of a 10' alley located between parcels 57-03841.000, 57-03858.000, and 57-03857.000 along First Street. The following information is relevant to this application:

Applicant: RLR Properties Ltd.  
421 Jackson Street  
Sandusky, Ohio 44870

Authorized Agent(s): Jeff Rengal  
421 Jackson Street  
Sandusky, Ohio 44870

Site Location: Alley located between parcel 57-03841.000 (Lots 404-407) and parcels 57-03858.000 and 57-03857.000 (Lots 400-403) along First Street.

Zoning: City right-of-way

Adjacent Zoning: North: "CR" – Commercial Recreation  
South: "R1-40" – Single-Family Residential  
East: "R1-40" – Single-Family Residential  
West: "R1-40" – Single-Family Residential

Site Area: Alley – 1,600 Sq. Ft.

Existing Use: Undeveloped – City right-of-way

Proposed Use: The proposed vacated area will be combined into adjacent properties for a future development.

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## SITE DESCRIPTION

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The Alley located between parcel 57-03841.000 (Lots 404-407) and parcels 57-03858.000 and 57-03857.000 (Lots 400-403) along First Street. The parcels adjacent to the right-of-ways are currently zoned as “CR”/ Commercial Recreation and “R1-40” / Single-Family Residential.

Per the Ohio Revised Code the proposed vacation of the alley and street would be divided between the adjacent property owners, in this case between the three parcels owned by RLR Properties LTD. RLR Properties LTD is the sole property owner that was required to have signed the petition for this alley vacation. The applicant proposes to vacate the alley to later combine all the parcels for a future development.

Please see below for an aerial photo, and zoning map of the subject property.

### Alley Outlined in Red





**PUD - Planned Unit Development**



**TRO - Transient Rental Overlay**



**Zoning**



AG - Agriculture



CA - Commercial Amusement



CR - Commercial Recreation



CS - Commercial Service



DBD - Downtown Business



GB - General Business



GM - General Manufacturing



LB - Local Business



LM - Local Manufacturing



P - Auto Parking



PF - Public Facilities



R1-40 - Single Family Residential



R1-50 - Single Family Residential



R1-60 - Single Family Residential



R1-75 - Single Family Residential



R2F Two-Family Residential



RB - Roadside Business



RMF - Multi-Family Residential



RRB - Residential/Business



RS - Residential Suburban

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**DIVISION OF PLANNING COMMENTS**

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This property was recently rezoned to Commercial Recreation after a great deal of discussion regarding the property and the future of the First Street corridor. Planning Staff is still working on creating an outline for a potential overlay district for First Street that will help ensure the highest and best use for the corridor moving forward.



Much of the discussion during the rezoning process amounted to Planning Commission directing staff into creating a multi-use pedestrian friendly overlay district on First Street which would allow for a more pedestrian focused street in the long term. There was also discussions at length regarding vehicle speed and that curb cuts along First Street should be minimized to lessen the likely hood of a vehicle backing out into traffic with little speed constraints. Planning Staff acknowledges that curb cuts also create more likelihood of a pedestrian/cyclist vs vehicle conflicts.

Planning Staff does have concern that vacation of a portion of this alley would create a dead end alley and also lessen the likelihood that future development would utilize the alley for vehicular access rather than creating multiple curb cuts along First Street. However, it should be noted that the property owner to the West has expressed interest in submitting a vacation of the remainder of the alley within the block.

Planning Staff would recommend promoting vehicular access from the alley rather than creating multiple curb cuts for each development along First Street.

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#### **ENGINEERING STAFF COMMENTS**

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The City's Engineering staff has reviewed the proposed vacation and has no issues.

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#### **BUILDING STAFF COMMENTS**

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The City Building Official has reviewed the proposed vacation and has no issues.

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#### **POLICE DEPARTMENT COMMENTS**

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The Police Department has reviewed the proposed vacation and has no issues.

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#### **FIRE DEPARTMENT COMMENTS**

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The Fire Department has noted that they have reviewed the proposed vacation and has no issues.

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#### **CONCLUSION/RECOMMENDATION**

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In conclusion, although Planning Staff would recommend developments to utilize the platted alley, staff does not strongly object to the Sandusky City Planning Commission recommending approval of the requested vacation to the City Commission. The primary concern by Planning Staff of having a dead end alley would be minimized if the property owner to the west proceeds with the petition to vacate the remaining alley as they had expressed to staff previously. This right-of-way currently has no public use, and does not create a land locked parcel. However, the vacation does reduce the ability for future development to access the rear of properties located within this block, thus creating a higher likelihood of multiple curb cuts along First Street. That being said Planning Staff does not object to a recommendation of approval to City Commission.

Planning Commission  
June 26<sup>th</sup>, 2019  
Meeting Minutes

The Chairman called the meeting to order at 4:31pm. The following members were present: Mr. Miller, Mr. Waddington, Chairman Zuilhof, Mr. McGory, Mr. Jackson, Mr. Galea, and Mr. Whelan. Mr. Greg Voltz, Ms. Angela Byington, and Mr. Horsman represented the Planning Department; Aaron Klein represented the Engineering Department, and Mr. Trevor Hayberger represented the Law Department and Ms. Sparks, Clerk from Community Development.

Mr. Miller motioned to approve the special meeting of April 24<sup>th</sup>, 2019 Planning Commission minutes; Mr. Waddington seconded the motion.

Mr. Zuilhof stated that there was a request to shuffle the agenda as such staff will be giving a presentation on the Shoreline Drive project.

Ms. Byington discussed the process for approval of the plan and the main concepts which include a two way street, multi- use path and sidewalk, approximately 134 parking spaces, and consolidated dumpster enclosures. Ms. Byington discussed the detailed plans for the east end of Shoreline Drive.

Aaron Klein, City of Sandusky Engineering Department, discussed the proposed lighting stating that the style of the pole will be similar to the poles that are being used for bayfront paper district and the Jackson Street parking lot. The new poles will be 25', the far east end will have the bollards that are currently there.

Mr. Klein discussed the proposed utilities, currently under contract is a plan to bury from Wayne Street to the city marina. We have an option to go to Hancock and we are getting a price to go from Hancock all the way to the east end. Mr. Klein discussed the other proposed utility changes and proposed crosswalk. Mr. Klein reviewed the four options that were presented for the east end of Shoreline Drive that was provided by Kokosing. Mr. Klein reviewed the elements of Option 3 which was chosen.

Mr. Klein explained to the Commission node zero which will be located near Schade Mylander plaza, this will be the center point of the Sandusky Bay pathway. Mr. Klein described the design features of node zero.

Mr. McGory ask if the utilities would be buried to the east is there any thought of where that money would come from.

Mr. Klein stated we are looking at different options for the budget of the project.

Mr. McGory ask if everyone one was in favor of burying the utilities.

Mr. Klein stated the majority of individuals within the area are in favor, because the utilities are going under the bike path now would be time to do this without incurring a large amount of additional cost.

Mr. Zuilhof confirmed with staff the locations of the underground utilities. Mr. Zuilhof stated that option three was chosen for safety reasons.

Mr. Miller ask if option three is the preferred option of the condo owners.

Mr. Tom Tucker stated the owners had concerns with the length of the delineated driveways due to snow plowing but they have been working with the city on the length of these drives.

Mr. Whelan ask if there will be a hard curve between the bike bath and the road.

Mr. Klein stated there will be a 6" curb between the road and amenity area as well as additional area between the bike path.

Mr. Whelan ask staff to review the locations of the trash receptacles.

Ms. Byington stated that the two enclosures will be on the north side and one on the south side east of Shade Mylander and the remaining was is just east of Wayne Street on the south side.

Mr. Zuilhof stated Jeff Rengal, on behalf of RLR properties has submitted a petition for vacation of a portion of a 10' alley located between parcels, 57-03841.000, 57-03858.000, and 57-03857.000 along First Street.

Mr. Voltz stated the existing zoning is "CR" Commercial Recreation and the adjacent properties are both a mix of residential and vacant land. The existing use is unimproved right of way. The applicant intends to construct a personal storage building.

Mr. Voltz stated that staff would recommend developments utilize the platted alley, staff does not strongly object to the Sandusky Planning Commission recommending approval of the requested vacation to the City Commission. The primary concern by planning staff of having a dead end alley that would be minimized if the property owner to the west proceeds with the petition to vacate the remaining alley as they have expressed to staff previously. The right of way currently has no public use, and does not create a land locked parcel. However, the vacation does reduce the ability for future development to access the rear of the properties located within this block, thus creating a higher likelihood of multiple curb cuts along First Street. That being said Planning Staff does not object to a recommendation of approval to City Commission.

Mr. Miller stated that the concern for dead end alley is not a large concern as anyone who is accessing those lots will be turning in and out of a parcel anyway. Mr. Miller stated he understands concern of not having access to large property, the commission may consider delineating the number of access points to that road or restrict the number of curb cuts.

Mr. Voltz stated the remaining First Street adjacent properties are the same property owner, the other property owners along Second Street are several different owners. The owner along First Street may be interested in vacating as well.

Mr. Zuilhof ask if the surrounding property owners were notified.

Ms. Byington stated we follow Ohio Revised Code which states that if all property owners surrounding sign off on that a public notice was not required.

Mr. Zuilhof stated he could get on board with the alley vacation along First Street, but the alleys along Second Street should not be vacated until those residential lots are not viable.

Mr. Jackson ask where does the alley ends.

Mr. Voltz stated it ends at Farwell and it is an unimproved at this time.

Mr. Miller made a motion to approve the application; Mr. McGory seconded the motion.

Mr. Whelan ask if it possible to move the curb cuts on Frist Street to Wildman Street.

Mr. Zuilhof stated that would be reviewed at the site plan application.

With no further discussion the motion was approved with 6 ayes and 1 nay.

Mr. Zuilhof stated the next item on the agenda is an application from Jeff Rengel, on behalf of RLR Properties for a site plan application for a private storage building to be located on parcels 57-03858.00, 57-03857.000, and 57-03844.000 along First Street.

Mr. Voltz stated that applicant is applying for site plan approval for a personal storage building. The property was recently rezoned to CR. The rezoning process amounted to much discussion regarding the long term future of First Street and staff hoping to create a more pedestrian focused street in the long term. Planning Commission staff is concerned that private storage buildings along this corridor will only decrease the viability of the corridor for future economic or residential use as storage is not the highest and best use of the land. Staff does not believe that this site requires dedicated striped parking as its proposed use is for personal storage by the property owner and not for commercial use. In conclusion, if the alley is fully vacated between the parcels Planning Commission staff recommends approval of the proposed site plan application with the following conditions:

1. All necessary permits are obtained through Engineering, Building, and any other applicable agency.
2. Parcels are combined prior to construction.
3. The alley is vacated prior to construction.

Mr. McGory motioned to approve the application subject to the conditions given by staff; Mr. Waddington seconded the motion.

Jeff Rengel, stated that these are simply paper alleys on a plat but not utilized as an alley. The party that will be purchasing the property was not able to attend the meeting, however they want a curb cut on Wildman and Second Street.

Mr. Whelan discussed the possibility of a curb cuts at First Street being moved to Wildman Street.

Mr. Zuilhof stated the site plan provided is not to scale and ask staff the proposed building meets code requirements for setbacks, parking, etc.

Mr. Voltz stated that there are no parking requirements for self-storage.

Mr. Rengel stated that he could ask his buyer to provide a better site plan and confirm what curb cuts for the site.

Mr. Miller motioned to table the application; Mr. McGory seconded the application. With no further discussions the motion was unanimously approved.

Mr. McGory motioned to table the application until the next meeting; Mr. Waddington seconded motion.

Mr. Zuilhof stated the next application is from Edmond W. Dangler, on behalf of Cedar Point Park , LLC has submitted a site plan application for a new use at 1201 Cedar Point Drive.

Mr. Voltz stated Edmon W. Dangler, on behalf of Cedar Point Park, LLC has applied for site plan approval for a new use on the parcel. The adjacent properties are Commercial Recreation, Public Facilities, Residential, General Business, and Commercial Service. The existing zoning is Commercial Recreation, the applicant is proposing to create a sunflower field in partnership with the nonprofit "Prayers from Maria". The existing use is vacant land.

Staff does note that the applicant believes there is plenty of parking to serve the needs of this attraction. However they are requesting to construct a nearly 4,7000 square foot gravel overflow parking area that will be used if necessary. In conclusion, Planning Staff recommends approval of the proposed site plan for 1201

Cedar point Drive with the following conditions: the planning commission waves the requirement for paved parking as per section 1149.09(a).

Ed Dangler, Cedar Point Park, LLC, stated that he is working with an organization called Prayers for Maria and described the proposed site plan to Planning Commission.

Mr. Whelan made a motion to approve the proposed site plan with staff's conditions; Mr. Waddington seconded the motion.

Mr. Zuilhof stated the next application was submitted by Case Development, LLC for a design review application for a Certificate of Appropriateness for new construction of a 13-unit condominium project at 409 W. Water Street.

Mr. Horsman stated that the applicant has submitted an application for a Certificate of Appropriateness for construction of a 13 unit condominium at the former site of the Keller Building which was demolished in 2015. Mr. Horsman described the surrounding buildings and stated that the applicant had previously received approval in 2016, a variance was giving for first floor residential living space in 2016. Staff recommends approval of the Certificate of Appropriateness. Staff reviewed the proposed elevation plans as well as the proposed building materials.

Mr. Miller stated he would like the applicant to address staffs comment regarding having a front door onto the north, he believes that it better mirrors the façade of the other buildings to the south. Mr. Miller expressed his concern regarding the turning radius of the garages and the possibility of gating the alley.

Mr. DeCesare discussed the site plan and stated that the major change is the three units along Shoreline Drive. Mr. DeCesare stated they are proposing a 25' of separation between the north units and the south end units, reviewed the proposed garages, and discussed the building materials.

Mr. Zuilhof discussed the building material with the applicant and the Commission and stated that the alley area between the buildings should be pedestrian friendly.

Mr. Miller ask about the number of units, stating that did they move to 13 units to assure economically viability of the project.

Mr. DeCesare stated that 10-13 units as staff thought the density is important for the project. Six units will have an entry price of under \$300,000 they will be considered condos and will have an association. He would like to have the ground breaking in the beginning of August.

Mr. Miller moved to approve the motion; Mr. Jackson second the motion.

Mr. Poggiali ask if they condos will have single car garages and there will be on street parking available.

Mr. DeCesare stated that some units are one car garages and some units are two car garages depending on size and space. There are is also parking available within the surrounding area.

With no further discussion the motion was passed unanimously.

Mr. Horsman stated that the staff will be scheduling a special Planning Commission meeting in the near future to discuss changes to the site plan chapter. Specifically the Commission will discuss the following items:

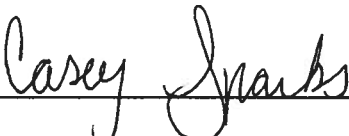
1. Intent and approval process
2. Revisions of parking requirement measures
3. Ability to modify parking requirements
4. Bicycle parking requirements
5. Landscaping

6. Site Access
  - a. Vehicles
  - b. Pedestrians

Mr. Miller made a motion to adjourn the meeting; Mr. Jackson seconded the motion.

With no further business, the meeting at 5:40 PM.

APPROVED:

  
\_\_\_\_\_  
Casey Sparks, Clerk

  
\_\_\_\_\_  
Michael Zuilhof, Chairman

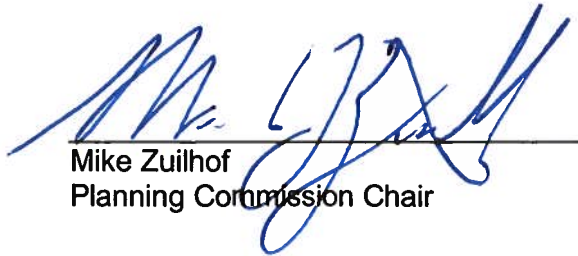


## Department of Planning

240 Columbus Avenue  
Sandusky, OH 44870  
Phone: 419.627.5973  
Fax: 419.627.5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

July 30, 2019

Planning Commission at the June 26<sup>th</sup>, 2019 meeting recommended approval to the City Commission for the proposed petition for vacation of a portion of a 10' alley located between parcel 57-03841.000 (Lots 404-407) along First Street and parcels 57-03858.000 and 57-03857.000 (Lots 400-403) along Second Street.



Mike Zuilhof  
Planning Commission Chair

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

**AN ORDINANCE VACATING A PORTION OF AN ALLEY LOCATED WEST OF WILDMAN STREET BETWEEN LOTS 400-403 ON SECOND STREET AND LOTS 404-407 ON FIRST STREET, WITHIN THE CITY, AS SET FORTH ON THE VACATION PLAT, A COPY OF WHICH IS MARKED EXHIBIT "A-2", ATTACHED TO THIS ORDINANCE AND INCORPORATED HEREIN.**

**WHEREAS**, Section 723.04 of the Ohio Revised Code provides for statutory proceedings to vacate a street, alley, or portion thereof by the legislative authority upon petition by a person owning a lot in the immediate vicinity of the street or alley; and

**WHEREAS**, the petitioner, D. Jeffery Rengel, on behalf of RLR Properties Ltd., as the only abutting property owner, is consenting to and signed the Petition for Vacation which dispensed with the notice requirement contained in Section 723.06 of the Ohio Revised Code; and

**WHEREAS**, the City's Engineering Department, Police Department, Fire Department and Building Department have reviewed the petition for vacation and do not object; and

**WHEREAS**, the Planning Commission considered this vacation request at its June 26, 2019, meeting and resolved to recommend approval of the requested vacation; and

**WHEREAS**, pursuant to the requirements of Section 723.04 of the Ohio Revised Code, the City Commission held a public hearing at its August 12, 2019, regularly scheduled meeting to consider the Planning Commission's recommendation for **approval** pursuant to Section 713.02 of the Ohio Revised Code; and

**WHEREAS**, this City Commission finds that there is good cause for such vacation as prayed for and that such vacation will not be detrimental to the general interest and is conducive to the general interests of the public and the area is no longer needed for any municipal purpose, and that it should be made; 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, that this vacation be made; NOW, THEREFORE,

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

Section 1. The portion of an alley Located west of Wildman Street between Lots 400-403 on Second Street and Lots 404-407 on First Street, labeled as described on the vacation plat, with a total area of approximately 1600 square feet of land, more or less, and as more fully described in the legal description and vacation plat marked Exhibits "A-1" and "A-2", attached to this Ordinance and specifically incorporated herein, be and the same are hereby vacated pursuant to the Ohio



Revised Code, Section 723.08 and is a revocation of the acceptance thereof by this City Commission.

Section 2. The said vacation be and hereby is subject to the permanent easements for public utility purposes in such vacated premises as set forth in Section 723.041 of the Ohio Revised Code.

Section 3. The Clerk of the City Commission be instructed to endorse upon the plat, the City Commission action in vacating such portion of the street and to cause said plat to be recorded in the office of the Erie County Recorder and to notify the Auditor of Erie County of such vacation, by sending him a copy of this Ordinance.

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 shall take effect at the earliest time allowed by Law.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed:

**LEGAL DESCRIPTION**  
**Alley Vacation between First St. and Second St.**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 2 and being all of that alley as shown on the plat of Sandusky Business Men's Association Subdivision, P.V. 6, Pg. 37 lying west of Wildman St. and between Lots 404, 405, 406, and 407 First Street (50' in width) and Lots 400, 401, 402, and 403 Second Street (50' in width), all references herein to the records of the Erie County Recorder, and more particularly described as follows:

Beginning, for reference, at an iron pin in a monument box found at the intersection of centerlines of Second Street and Wildman Street; thence N 9°47'13" E a distance of 25.00 feet to a point; thence, N 80°12'47" W, a distance of 25.00 feet to a 5/8" iron rod set in the west line of Wildman Street at the north line of Second Street; thence, N 9°47'13" E with the west line of Wildman Street, an distance of 135.63 feet to a 1" iron pipe found and the **TRUE POINT OF BEGINNING** for this description;

1. Thence, N 80°12'47" W with the north line of Lots 400, 401, 402 and 403 Second St., a distance of 160.00 feet to a point at the northwest corner of Lot 400 Second Street;
2. Thence, N 9°47'13" E through said alley as platted, a distance of 10.00 feet to a 1" iron pipe found at the southwest corner of Lot 407;
3. Thence, S 80°12'47" E with the south line of Lots 404, 405, 406, and 407 First St., a distance of 160.00 feet to a 1" iron pipe found;
4. Thence, S 9°47'13" W with the west line of Wildman St., a distance of 10.00 feet to the point of beginning, containing 1600 square feet of land, more or less, subject to legal highways, easements and restrictions of record.

This description was prepared by John Hancock, P.S. No. 6918 from a survey conducted in May, 2019. Bearings herein are based on Ohio State Plane Coordinate System NAD '83 (2011).

John Hancock & Associates, Inc.

  
John Hancock, P.S.

Date: 5/14/2019

file: 271919/2719alleylegal50919



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

  
Erie County Engineer  
Date: 05/15/19





## **LAW DEPARTMENT**

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5852  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager  
**From:** Trevor M. Hayberger, Law Director  
**Date:** August 13, 2019  
**Subject:** August 26, 2019, Agenda Item – Natural Gas Aggregation

**Item for Consideration:** Legislation authorizing a two year endorsement (opt-in) agreement beginning with the December 2019 bill cycle between the City of Sandusky and Constellation NewEnergy - Gas Division for the City's residential Natural Gas Aggregation Program.

**Background Information:** Constellation NewEnergy - Gas Division is the current supplier for the Natural Gas Aggregation Program through November 2019 bill cycle at a rate of \$.449/Ccf.

The City Commission approved an agreement with Buckeye Energy Brokers, Inc. to provide services in providing consumers a choice to realize meaningful savings in the purchase of natural gas. Buckeye Energy Brokers, Inc. has recommended Constellation NewEnergy - Gas Division for the City's residential Natural Gas Aggregation Program. The estimated rate for natural gas at the time of this communication will be \$0.376 per Ccf of natural gas for the next two years for residents.

**Budgetary Information:** There is no direct impact to the General Fund.

**Action Requested:** It is requested that an Ordinance be passed authorizing a two year endorsement (opt-in) agreement beginning with the December 2019 bill cycle between the City of Sandusky and Constellation NewEnergy - Gas Division for the City's residential Natural Gas Aggregation Program. 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 to allow for timely services related to the supply of natural gas to City residents.

I concur with this recommendation:

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Trevor M. Hayberger, Law Director

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Eric L. Wobser, City Manager

cc: Kelly Kresser, Clerk of the City Commission  
Hank Solowiej, Finance Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO THE ENDORSEMENT AGREEMENT WITH CONSTELLATION NEWENERGY - GAS DIVISION, LLC, FOR THE CITY'S NATURAL GAS AGGREGATION PROGRAM; 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 Buckeye Energy Brokers, Inc., to provide services in offering consumers a choice to realize meaningful savings in the purchase of natural gas by Ordinance No. 06-071, passed on August 14, 2006, and subsequently has entered into agreements with various suppliers for services to continue the Opt-In Natural Gas Program; and

**WHEREAS**, the City Commission approved an Endorsement Agreement with Constellation Energy Services - Natural Gas, LLC, for the City's Natural Gas Aggregation Program for a period of twenty-four (24) months by Ordinance No. 15-118, passed on September 14, 2015, which expired with the final billing cycle in November of 2017; and

**WHEREAS**, the City Commission approved an Amendment to the Endorsement Agreement with Constellation Energy Services - Natural Gas, LLC, for the City's Natural Gas Aggregation Program for a period of twenty-four (24) months by Ordinance No. 17-190, passed on October 10, 2017, which expires with the final billing cycle in November of 2019 and

**WHEREAS**, Buckeye Energy Brokers, Inc. has recommended Constellation NewEnergy - Gas Division, LLC for the City's residential Natural Gas Aggregation Program, and the estimated rate for natural gas at this time is \$0.376 per Ccf of natural gas for a period of twenty-four (24) months; and

**WHEREAS**, the City of Sandusky is authorized by Article 18, Section 3 of the Ohio Constitution to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement and allow for timely services related to the supply of natural gas to City residents; 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 **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves the form of the Second Amendment to the Endorsement Agreement with Constellation NewEnergy - Gas Division, LLC, for a period of twenty-four (24) months commencing on December 1, 2019, for the City's Natural Gas Aggregation Program, a copy of which is attached and marked Exhibit "1", and the City Manager is authorized to execute the agreement on behalf of the City in substantially the same form together with such revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. This City Commission hereby authorizes the City Manager, Director of Law, Director of Finance, City Engineer and any other City officials as appropriate to provide such information and do such other things as are necessary for and incidental to carrying out the requirements of this Ordinance and the terms of the agreement.

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

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

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DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

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KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019

## Second Amendment to Endorsement Agreement

THIS SECOND AMENDMENT is entered into on December 1, 2019, by and between Constellation NewEnergy – Gas Division, LLC ("Constellation") and City of Sandusky ("City"). Each of Constellation and the Customer may be referred to individually herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Constellation and City are parties to a Endorsement Agreement dated December 1, 2015 (the "Contract"); and

WHEREAS, Constellation and City desire to amend the Contract as set forth below.

NOW, THEREFORE, in consideration of the mutual premises and promises of the parties, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of Section 3, shall be deleted in its entirety and replaced with the following:

"This Agreement shall commence on December 1, 2019 and, unless terminated earlier as otherwise provided in this Agreement, will continue for a period of twenty-four (24) months (the "Term")."

2. Section 5 shall be deleted in its entirety and replaced with the following:

"Constellation shall make the following program available to Eligible Consumers during the Initial Enrollment Period: City of Sandusky, OH price program ("City Price Program"). During the Term the monthly rate will be a fixed rate of \$0.376 per Ccf."

3. A revised Exhibit A, attached hereto as Exhibit 1, supersedes and replaces any and all prior Exhibit A.

4. Except as expressly set forth herein, all other terms and provisions of the Contract remain unchanged and continue to be in full force and effect. The Contract (as amended hereby) constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed as of the date first written above.

Constellation NewEnergy – Gas Division, LLC

City of Sandusky

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



Exhibit A  
GENERAL TERMS AND CONDITIONS

Generally the words "you" and "your" refer to the Customer and the words "we" and "us" refer to Constellation, unless the context clearly requires otherwise.

1. **Purchase and Sale of Natural Gas.** Pursuant to your completed Enrollment Form and these General Terms and Conditions (the Enrollment Form and these General Terms and Conditions together constitute the "Agreement"), you will purchase from us on an exclusive basis, and we will take all reasonable action to supply or cause to be supplied, all of your natural gas requirements at the price and for the accounts ("Account(s)") listed on your enrollment form. Pursuant to the Agreement, you authorize us to (i) enroll your Account(s) with your Utility so that we can supply the Account(s), (ii) aggregate your Account(s) with those of other customers of Constellation or its affiliates, (iii) request and receive usage and other information from your Utility with respect to the Account(s) and (iv) enter into agreements with your Utility as necessary under the Utility's tariff to facilitate supply of the Account(s). You agree to cooperate with Constellation to ensure enrollment of your Account(s) in a timely manner. You give us the authority to choose the source of your natural gas supply. Your Utility will continue to deliver your natural gas and provide billing and other services to you. You acknowledge that such transportation service is subject to regulations set forth in your Utility's tariff. Supply of natural gas under this Agreement is conditioned upon (1) our verification of the accuracy of all information that you provide to us, including information regarding your natural gas usage and the Account(s) and (2) acceptance of enrollment of your Account(s) by the Utility.

2. **Term.** This term of the Agreement is effective when enrollment occurs with the Utility with Constellation as your natural gas supplier, subject to your rescission right set forth under "Customer's Rescission Right" below. Subject to successful enrollment of your Account(s), we will supply the Account(s) with natural gas from the first regularly scheduled Utility meter read date after your Utility switches you to Constellation ("Start Date"), which we estimate will be in the month of December 2019 (January 2020 billing cycle). We will supply your Account(s) for an initial term that will extend through the month of November 2021 (December 2021 billing cycle). If the City of Sandusky Natural Gas Pricing Program continues beyond November 2021 with Constellation as the supplier, this Agreement will automatically renew for the term of the new City of Sandusky Natural Gas Pricing Program. In this case, Constellation will send you a notice of renewal including, but not limited to, notice of the new City of Sandusky Natural Gas Pricing Program and any other changes. If for any reason you do not wish to continue, you may cancel this Agreement as provided in Section 4 below. If you do not cancel, this Agreement will renew, and any changes to the General Terms and Conditions will become effective for the term provided in the renewal notice.

3. **Price.** City of Sandusky Natural Gas Pricing Program. Through November 2021 (December 2021 billing cycle), your price will be a fixed rate of \$0.376 per Ccf.

Note: The fixed or variable price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition to the fixed or variable price, you will also pay the Utility's service charges.

4. **Termination.** You may terminate this Agreement without penalty at any time for any reason by providing notice to Constellation. Please note that once enrolled, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to your Utility's guidelines. Should you fail to pay any Utility invoice or fail to meet any agreed-upon payment arrangement, your service and this Agreement may be automatically terminated in accordance with the Utility's tariffs. In addition, this Agreement will terminate if (1) the requested service location is not served by the Utility, (2) you move outside the Utility's service area or to an area not served by Constellation, (3) we return you to the Utility's sales service pursuant to any termination of this agreement by us, or (4) you cancel your enrollment with us pursuant to your rescission right provided below. You may terminate this Agreement without penalty if you relocate outside the service territory of the Utility.

5. **Customer's Rescission Right.** Upon processing your enrollment, the Utility will send you a confirmation letter, which is notice of the transfer of your supply to Constellation. You have a seven (7) day period from the postmark date of the Utility's confirmation letter during which time you may cancel your enrollment, without penalty, by calling the Utility's toll-free number provided in the confirmation letter or by providing written notice to the Utility, which will be effective as of the postmark date.

6. **Your Invoice.** You will be invoiced by the Utility monthly for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility customer charges and franchise fees. You authorize us to act as your payment agent if deemed necessary by us to facilitate consolidated billing. You have the right to request up to twenty four (24) months of your payment history for services rendered by Constellation without charge.

7. **Switching.** The Utility may charge a switching fee in accordance with its tariff when you change your natural gas supplier to Constellation. If the Utility charges a switching fee when you change your natural gas supplier to Constellation in accordance with this Agreement, Constellation agrees to pay such switching fee. Constellation will not separately charge a switching fee. If you voluntarily return to the Utility after switching to a competitive supplier, you may be charged a price other than the Utility's regulated sales service rate.

8. **Customer Service.** For questions or complaints about our services, contact us at our Customer Care department by calling toll-free \_\_\_\_\_, 24 hours a day, seven days a week, by e-mail at [VST@constellation.com](mailto:VST@constellation.com), online at [www.constellation.com](http://www.constellation.com), or in writing at Constellation NewEnergy – Gas Division, LLC, 1716 Lawrence Drive, De Pere WI, 54115. If your complaint is not resolved after you have called



Constellation, or for general utility information, you may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

9. Definitions: "Delivery Point" means any existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party pipeline supplying natural gas to the Utility. "Taxes" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, per Mcf, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement or thereafter) imposed by any governmental entity. "Utility" means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s). "Market Price" means the current price at which natural gas can be bought or sold by suppliers. "Market Trend" means the tendency of natural gas market prices to move in a particular direction over time.

10. Notices. All notices will be in writing and delivered by hand, first class mail, or by express carrier to our respective business addresses. Either of us can change our address by notice to the other pursuant to this paragraph.

11. Changes in law, market structure, and/or your natural gas needs or classifications. If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, or the like causes our costs under this Agreement to increase, we will have the right to pass such increased costs on to you. The changes described in this Section may change any or all the charges described in this Agreement.

12. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility. However, such events shall not in any event excuse any failure to make payments due in a timely manner for natural gas supplied to you. The parties shall notify each other immediately of an operational flow or curtailment order from the applicable pipelines or Utility and shall take all required steps to comply with such orders.

13. Delivery Point and indemnification obligations. We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

14. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Each party agrees to use commercially reasonable efforts to mitigate the damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CONSTELLATION'S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR SPECIFIC PURPOSE OR USE.

15. Governing Law/Venue. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

16. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will not rely, and have not relied, on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decisions or actions you may take are and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. There is no guarantee that the program you chose will guarantee any price advantage or savings.

17. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may disclose such information to our affiliates (excluding Baltimore Gas & Electric, a regulated utility) and such affiliates' employees, agents, advisors, and independent contractors. Other than for operation, maintenance, assignment and transfer of your Account(s), pursuant to a court

or PUCO order or pursuant to a PUCO rule, we will not release your account number or, other than for credit checking and credit reporting, if applicable, your social security number, without your prior written consent.

18. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of such default or any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent and any such attempted transfer will be void. We may assign our rights and obligations under this Agreement to a qualified natural gas supplier and will provide you with prior written notice of any such assignment. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether oral or written) regarding the subject matter of this agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes. No amendment to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. Constellation shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement is a "forward contract" and Constellation is a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended ("CEA"). Customer's purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of natural gas for one or more of its facilities. Customer represents that it qualifies as an "eligible contract participant" as the same is defined under the CEA. The terms of any purchase order (PO) you send to us or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect unless and only to the extent we agree in writing to such alterations, additions, or modifications.

IN THE EVENT OF AN EMERGENCY OR SERVICE INTERRUPTION, CONTACT YOUR UTILITY AT:

Utility Name	Utility Abbreviation	Contact Number
Columbia Gas of Ohio	COH	(800) 282-0157



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## DEPARTMENT OF COMMUNITY DEVELOPEMENT

### *Division of Code Compliance*

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5913

[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: Eric Wobser, City Manager

From: Amanda McClain, Housing Manager

Date: August 13, 2019

Subject: Commission Agenda Item

**ITEM FOR CONSIDERATION:** It is requested that the City Commission authorize legislation to dispose of an unneeded vehicle through internet auction, pursuant to Section 25 of the City Charter.

**BACKGROUND INFORMATION:** The vehicle listed below was removed from a property via search warrant by the Division of Code Compliance in order to proceed with demolition of the structure at 1502 Wayne Street. After legal notification was published in the newspaper, the vehicle went unclaimed and the Sandusky Municipal Court ordered the vehicle property of the City and to be disposed of by Judgment Entry dated May 1, 2019.

**1968 Buick Electra (VIN: 482570Y223336 / No mileage available)** This car is a historical vehicle and in its current condition, it is inoperable. It is comprised of the vehicle body and various vehicle parts that all have matching vin numbers.

**BUDGETARY INFORMATION:** There is NO budgetary impact stemming from this disposal. The proceeds from the sales will be placed in the Code Compliance Nuisance Abatement Account.

**ACTION REQUESTED:** It is requested the attached legislation be approved authorizing the disposal of the vehicle listed above. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to comply with the Court's order and allow the vehicle to be placed on the internet for auction at the earliest opportunity and to continue with good housekeeping practices.

Approved:

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Matt Lasko  
Chief Development Officer

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Eric Wobser,  
City Manager

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF A VEHICLE AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, it has been determined that a 1968 Buick Electra, VIN No. 482570Y223336 is of no use to the City and it is recommended the vehicle be declared obsolete, unnecessary and unfit for City use and be disposed of through internet auction with the proceeds from the sale to be placed into the Code Compliance Nuisance Abatement Fund; and

**WHEREAS**, the 1968 Buick Electra was removed from property located at 1502 Wayne Street via search warrant by the Division of Code Compliance and upon petition by the City, the Sandusky Municipal Court ordered the vehicle property of the City and to be disposed of in accordance with the law by Judgment Entry dated May 1, 2019; 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 comply with the Court's order and allow the vehicle to be placed on the internet for auction at the earliest opportunity and to continue with good housekeeping practices; 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 and Street Division, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds and determines that the 1968 Buick Electra, VIN No. 482570Y223336, is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the vehicle no longer needed for City purposes through internet auction with the proceeds to be placed into the Code Compliance Nuisance Abatement Fund.

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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019



**DEPARTMENT OF FINANCE**  
**HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR**

240 Columbus Avenue  
Sandusky, Ohio 44870  
Phone (419) 627-5888  
Fax (419) 627-5892

TO: Eric L. Wobser, City Manager  
FROM: Hank S. Solowiej, CPA, Finance Director

DATE: August 15, 2019

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 #2 to the 2019 General Appropriations.

**BUDGETARY INFORMATION:**

Appropriation amendments are required to update the budget for previous actions of the City. Examples include, but are not limited to:

- Shoreline Drive & Jackson Street Pier projects (OWDA portion)
- Cedar Point Waterline Project change order
- Sandusky Bay Pathway planning & design services
- Computer purchases for municipal court
- Capital improvements at city parks
- Neighborhood initiative
- Fire department supplies and materials
- BS&A software for Building, Code, and Planning Departments

**ACTION REQUESTED:**

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

CC: Trevor Hayberger, Law Director

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

AN ORDINANCE ADOPTING AMENDMENT NO. 2 TO ORDINANCE NO. 19-054 PASSED BY THIS CITY COMMISSION ON MARCH 25, 2019, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission made general appropriations for the Fiscal Year 2019 Operating Budget by Ordinance No. 19-054, passed on March 25, 2019; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 19-054 to cover deficiencies or needs which existed in the in the General, Transit, Parks & Recreation, Indigent Telephone, Capital Projects, Special Assessment, Bond Retirement, Special Assessment Bond Retirement, Water, Sewer, General Trust, and Cemetery Endowment Funds by Ordinance No. 19-092, passed on May 28, 2019; and

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Federal Grants, Court Computer, Capital Projects, Special Assessment, 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. 19-054 passed by this City Commission on the 25<sup>th</sup> day of March, 2019, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
FIRE	-	25,000	25,000
MUNICIPAL COURT	-	15,000	15,000
GENERAL FUND	0	40,000	40,000
HUD CDBG	-	610,000	610,000

FEDERAL GRANTS FUND	-	610,000	610,000
COURT COMPUTER FUND	-	14,000	14,000
SANDUSKY BAY PATHWAY	-	600,000	600,000
RECREATION IMPROVEMENTS	-	190,000	190,000
ECONOMIC DEVELOPMENT PROGRAMS	-	180,000	180,000
NEIGHBORHOOD INITIATIVE	-	60,000	60,000
WAYFINDING/LANDING PROJECTS	-	100,000	100,000
CAPITAL PROJECTS FUND	0	1,130,000	1,130,000
RENTAL REGISTRATION FEE	-	50,000	50,000
SPECIAL ASSESSMENT FUND	0	50,000	50,000
CEDAR POINT WATERLINE	-	75,000	75,000
SHORELINE DR	-	1,200,000	1,200,000
GENERAL PLAN & WEST SIDE UTILITY	-	(200,000)	(200,000)
WATER FUND	0	1,075,000	1,075,000
SHORELINE DR	-	1,800,000	1,800,000
STORM WATER	-	1,700,000	1,700,000
GENERAL PLAN & WEST SIDE UTILITY	-	(300,000)	(300,000)
SEWER FUND	0	3,200,000	3,200,000
TOTAL ALL FUNDS	0	6,119,000	6,119,000

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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019



## RECREATION

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5886  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: Eric Wobser, City Manager  
FROM: Jason Werling, Recreation Superintendent  
DATE: August 19, 2019  
RE: Commission Agenda Item:  
Shelby Street Boat Launch Facility Agreement 2019

### **ITEMS FOR CONSIDERATION:**

Legislation to enter into a one-year Agreement with Steve and Tammy Hammer dba Sandusky Bait Company, for the lease of the building located at the Shelby Street Boat Launch Facility beginning August 27, 2019 and concluding on August 26, 2020.

### **BACKGROUND INFORMATION:**

The City of Sandusky operated the Shelby Street Boat Launch Facility during the 2012 and 2013 seasons. In November 2018, the City issued an RFP for the 2019 operation of the facility and there were no proposers. During the 2019 season the building was used by Block by Block, but not operated as a bait shop, and the launch ramps and restrooms remained open to the public free of charge. The City will continue to provide the launch ramps and restrooms available to the community free of charge.

In August 2019 the Recreation Department was approached by Steve Hammer of Hammertime Lures. Mr. Hammer was interested in operating the building as a bait shop. He and his wife Tammy presented their proposal to the Recreation Board on August 14, which was determined to be appropriate and in the best interest for the City and Recreation Department.

### **BUDGET IMPACT:**

The agreement will not result in any additional budgetary expenses. The City will benefit from the agreed upon rental fee income of \$100 per month during the peak season and \$50 per month during the off-season. These funds will be used to offset utility costs at the facility.

**ACTION REQUESTED:** It is requested that legislation be approved authorizing the City Manager to enter into an Agreement with Steve Hammer for the lease of the Shelby Street Boat Launch Facility. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to execute the agreement immediately to provide time for opening Labor Day Weekend, which begins on August 30, 2019.

Approved:

I concur with this recommendation:

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Jason Werling, Recreation Superintendent

---

Eric Wobser, City Manager

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR AGREEMENT WITH STEVE AND TAMMY HAMMER (D.B.A. SANDUSKY BAIT COMPANY) FOR THE OPERATION OF A RETAIL BUSINESS FOR THE SALE OF BAIT AND TACKLE, CONVENIENCE ITEMS, FOOD, BEVERAGES, AND FISHING EQUIPMENT AND SUPPLIES AT THE BUILDING LOCATED AT THE SHELBY STREET BOAT LAUNCH RAMP FACILITY FOR THE PERIOD OF AUGUST 27, 2019, THROUGH AUGUST 26, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, a Request for Proposals (RFP) was issued in November of 2018 for the operation of a retail business at the building located at the Shelby Street Boat Launch Ramp Facility and no proposals were submitted; and

**WHEREAS**, in August of 2019, Steve Hammer of Hammertime Lures contacted the Recreation Department and expressed interest in operating a bait shop at the Shelby Street Boat Launch Ramp Facility and presented a proposal to the Recreation Board on August 14, 2019, which was determined by the Board to be appropriate and in the best interest for the City; and

**WHEREAS**, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon rental and utility fee income; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement which will allow the facility to open on Labor Day Weekend which begins on August 30, 2019; 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 an agreement with Steve and Tammy Hammer (d.b.a. Sandusky Bait Company) of Flat Rock, Ohio, for the operation of a retail business for the sale of bait and tackle, convenience items, food, beverages, and fishing equipment and supplies, at the building located at the Shelby Street Boat Launch Ramp Facility for the period of August 27, 2019, through August 26, 2020, 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 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019

## **AGREEMENT**

This Agreement made on and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Sandusky, Ohio, a Chartered Municipal Corporation of the State of Ohio, herein referred to as "Lessor," and Steve and Tammy Hammer (d.b.a. Sandusky Bait Company), 16111 East Water Street, P.O. Box 74, Flat Rock, Ohio, 44828, herein referred to as "Lessee".

In consideration of the mutual covenants herein set out, the parties agree as follows:

### **1. Description of Premises**

In consideration of the rents, charges, and payments, hereinafter reserved and of the covenants and agreements herein expressed on the part of the Lessee, to be kept, performed and fulfilled, Lessor hereby leases to Lessee the premises known as the building located at the Shelby Street Boat Launch Ramp Facility located in the City of Sandusky, alternatively referred to as the Leased Premises. The Leased Premises are more specifically described in Exhibit "A" which is attached and specifically incorporated as if fully rewritten herein.

### **2. Term**

The term of this Lease shall be for the period of August 27, 2019, through August 26, 2020, and shall include the rights, privileges, licenses, and appurtenances attached hereto, subject to the rights reserved herein on the part of the Lessor. This agreement may be extended for an additional one (1) year term upon written agreement by both Lessor and Lessee.

### **3. Concession**

Lessee shall have the right to operate a retail business for the sale of bait and tackle, convenience items, food, beverages, fishing equipment and supplies, and ice at the building

located at the Shelby Street Boat Launch Ramp Facility. The approved concession items categories are described in Exhibit "B" which is attached and specifically incorporated as if fully rewritten herein. If applicable, the Shelby Street Boat Launch Ramp Facility shall comply with all Erie County Health Department regulations and shall be licensed and inspected by said Health Department, any changes to the property to bring into compliance with Erie County Health Department rules or regulations will be at the expense of the Lessee. If applicable, Lessee shall, at their own expense, apply for and obtain a license pursuant to Chapter 735 of the Codified Ordinances of the City of Sandusky. Lessee shall register with the City of Sandusky's Income Tax Department and provide Lessor with a certificate of registration. Lessee shall be required to provide to Lessor upon request a copy of the Health Department License, the Public Vendor's License and any other license or permit required to lawfully conduct business.

#### **4. Delivery of Possession at Beginning of Term / Acceptance / Use**

Lessee has inspected the building located at the Shelby Street Boat Launch Ramp Facility and knows the condition as depicted by the pictures in Exhibit "A" and accepts same "As Is."

Lessee agrees that the Leased Premises shall be used exclusively for the operation of a retail business for the sale of bait and tackle, convenience items, food beverages, fishing equipment and supplies, and ice. No other use of the leased premises shall be allowed unless prior written consent is obtained from the Lessor.

## **5. Use of Equipment / Damages to Property**

Lessee shall provide additional, suitable equipment in Lessee's discretion necessary to the proper operation of the retail business for the sale of bait and tackle, convenience items, food, beverages, and ice. Lessee agrees that all personal property of every kind and description kept, stored or placed in or on the leased premises shall be at Lessee's sole risk and hazard and that the Lessor, its employees, agents, officers, elected officials and representatives shall not be responsible for any stolen, lost, or any other loss or damage to any of such personal property.

## **6. Obligations of Lessee**

Lessee shall comply at all times with all applicable federal, state, and local statutes, ordinances, regulation, policies and executive orders pertaining to all aspects of its operations. Lessee shall operate the retail business for the sale of bait and tackle, convenience items, food, beverages, fishing equipment and supplies and ice and perform the duties and responsibilities as required by the Lessor including but not limited to the following:

- a. Lessee, their agents, employees, representatives, or volunteers shall be present at the leased premises during all times of operation anticipated to be the following:

Regular Season Hours: April 1<sup>st</sup> through September 30<sup>th</sup>, one-half (1/2) hour before sunrise until 5:00 p.m. on Saturdays and Sundays and one-half (1/2) hour before sunrise until 2:00 p.m. Mondays through Fridays.

Off Season Hours: October 1<sup>st</sup> through March 30<sup>th</sup>, shall be determined by Lessee based on traffic patterns and customer needs.

Lessee may make adjustments to hours of operation, as necessary, based on traffic patterns and customer needs and shall notify the Recreation Superintendent seven (7) days prior to said adjustments in hours of operation.

Lessee shall post the hours of operation at the Leased Premises.

- b. Unless otherwise directed by the Lessor, Lessee further agrees to be present at the building located at the Shelby Street Boat Launch Ramp Facility for all scheduled fishing tournaments as described in Exhibit "C" which is attached and specifically incorporated as if fully rewritten herein and work with the Sandusky Recreation Superintendent to satisfy the requirements of hosting the tournaments.
- c. Lessee further agrees to pay a monthly rental and utility fee for the Leased Premises as follows:

One Hundred and Dollars (\$100.00) per month or part thereof during the months of April through September;

Fifty Dollars (\$50.00) per month or part thereof for the months of October through March;

Payment shall be made on the first day of each month.
- d. Lessee agrees to maintain the public restroom facilities located in the leased premises in a clean and sanitary condition including the provision of hand wash soap, paper towels, and toilet paper. The Lessor shall provide to the Lessee the necessary cleaning supplies as well as the hand soap, paper towels, and toilet paper.
- e. Lessee shall obtain and maintain a Bait Dealer Permit from the Ohio Department of Natural Resources Division of Wildlife.
- f. Lessee further agrees to keep and maintain the leased premises in a good, safe and clean manner and shall obey and comply with all lawful requirements, regulations, orders, rules, laws and Ordinances of all public authorities that in any way affect the facilities at the building located at the Shelby Street Boat Launch Ramp Facility or the use of those facilities and improvements.
- g. Lessee shall maintain the Leased Premises and all improvements and appurtenances to the premises in a good repair and in at least as good condition as when delivered, ordinary wear and tear excepted. Lessee shall not commit any waste or cause damage to the building located at the Shelby Street Boat Launch Ramp Facility.
- h. Lessee shall not be responsible for snow removal, lawn care or repairs to the building or its necessary appurtenances at the Shelby Street Boat Launch Ramp Facility, Lessor shall be responsible therefore.



- i. Lessee shall not charge for the launching of boats or other watercraft.

## **7. Liability and Insurance**

**7.1 Public Liability Insurance.** Lessee shall procure and maintain public liability insurance for the Premises with single limits of at least One Million Dollars (\$1,000,000.00) for personal injury or death to one or more persons arising out of any one accident or occurrence and property damage. Lessor and all City Departments, Boards, Commissions, Officials, and employees shall be named as additional insureds under this policy. The policy shall contain an agreement by the insurer that it will not cancel or make material change to the policy except after fifteen (15) days' prior written notice to Lessor and Lessee and that any loss otherwise payable shall be payable notwithstanding any act or negligence of Lessor or Lessee that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment.

**7.2 Insurance.** Lessor shall keep general building and casualty insurance on the real property. Lessee shall be responsible for insuring Lessee's personal property, improvements, betterments, vehicles, and any employee's personal property.

**7.3 Certificates.** At the commencement of the term of this Lease, Lessee shall deliver to Lessor a certificate of the insurance required to be maintained under Section 7.1, this shall include evidence of no cross-liability restrictions and a copy of the insurance policy coverage terms, conditions and exclusions all acceptable to the Lessor - City of Sandusky. Lessee shall also deliver to Lessor at least ten (10) days prior to the expiration date of such policy or of any renewal policy, certificates for the renewal of this insurance and shall provide a notice of any material change thereto.

**7.4 Waiver of Liability.** Lessee on behalf of themselves and all others claiming under them, including any insurer, waive all claims against Lessor, including all rights of subrogation, for loss or damage to their property. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such releases does not adversely affect such policies nor prejudice in the releasor's rights to recover under them.

**7.5 Indemnification.** Lessee shall indemnify and hold Lessor and all City Departments, Boards, Commissions, operating units, Officials, and employees harmless against any and all claims, liabilities, damages or losses, and any attorney's fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Premises, as a result of any criminal, tortuous, or negligent act of the Lessee or of its employees, agents or contractors, or arising in conjunction with the use and occupancy of the Premises by Lessee or others claiming under Lessee, unless the death, injury or damage was sustained as a result of any tortuous or negligent act of Lessor or its employees, agents, or contractors, or by reason of the breach of any of Lessor's obligations under this Lease Agreement.

## **8. Public Access**

Lessee acknowledges that it is the express intent of the Lessor to allow lawful public access to all permitted areas of the Shelby Street Boat Launch Ramp Facility, with the exception of the inside of the building and the gated Fire Patrol and ODNR Patrol boat dock and Lessee agrees to operate and maintain the leased premises without unduly interfering with the lawful access of the public.

### **9. Non-Assignment**

The Lessee shall not assign this Lease, nor sublet said Leased Premises nor any part thereof without the written consent of Lessor.

### **10. Termination**

Lessor may terminate this agreement at its sole discretion with sixty (60) days' notice to the Lessee. Additionally, if Lessee breaches any of terms of this Lease and/or fails to comply with the Lessor's covenants contained herein or if said payment or any part of it shall at any time be in arrears and unpaid for thirty (30) days after the same ought to have been paid, or if the Lessee shall at any time fail or neglect to perform and observe any of the covenants, conditions, or agreements herein contained and on their part to be performed and observed, or shall be adjudged bankrupt or insolvent, then and in such case, Lessor may give Lessee written notice of such default and if Lessee does not cure any default within thirty (30) days, after giving of such notice then Lessor may immediately terminate this Lease. On the date specified in the notice the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable for their payments until vacating the premises. If this lease is terminated by Lessor, Lessor may immediately thereafter resume possession of the premises by any lawful means and remove Lessee and their personal property.

### **11. Loss Due to Catastrophe**

In case of damage to the leased premises at the building located at the Shelby Street Boat Launch Ramp Facility by an act of God or other casualty beyond the Lessor's control, the Lessor shall have the option to terminate this Lease or to repair the facility.

## **12. Non-Discrimination**

The Lessee shall not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, age, handicap, disability, sex, sexual orientation, gender identity or expression. All pertinent Federal laws prohibiting any such discrimination will be adhered to. The Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, handicap, disability, sex, sexual orientation, gender identity or expression. Such action shall include, but is not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the Lessor, setting forth the provisions of the non-discrimination clause.

## **13. Severability of Clauses**

No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance or any other occasion of the same in any other covenant or condition hereof.

## **14. Notice**

Whenever in this Lease there shall be required or permitted that notice or demand be given in or served by either party to this Agreement, to or on the other, such notice or demand

shall be given or served in writing by certified mail, return receipt requested addressed as follows:

Lessor

City of Sandusky  
c/o City Manager  
240 Columbus Avenue  
Sandusky, OH 44870

Lessee

Steve & Tammy Hammer  
Sandusky Bait Company  
16111 East Water Street  
P.O. Box 74  
Flat Rock, Ohio 44828

**15. Entire Agreement**

No amendment, change, modification or addition to this Lease shall be binding upon the parties unless it is in writing and signed by both Lessor and Lessee.

**16. Binding Effect**

This Lease, and all the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrative, executors, successors and assigns.

**17. Jurisdiction**

This agreement is made in the State of Ohio and shall be administered, interpreted, or adjudicated by any Court having competent jurisdiction over Erie County, Ohio.

**18. Signage**

Lessee shall provide signage to indicate the premises is active and open for business. Signage shall include hours of operation and shall conform to the City of Sandusky sign ordinances.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in  
their respective names, all as of the date hereinbefore written.

WITNESSES:

LESSOR: CITY OF SANDUSKY

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

\_\_\_\_\_  
Eric L. Wobser  
City Manager

STATE OF OHIO )  
                          ) ss:  
ERIE COUNTY    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for  
said County and State, personally appeared Eric L. Wobser, 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.

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

\_\_\_\_\_  
Notary Public

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

WITNESSES:

LESSEE: Steve & Tammy Hammer  
d.b.a. Sandusky Bait Company

\_\_\_\_\_

\_\_\_\_\_  
Steve Hammer

\_\_\_\_\_

\_\_\_\_\_  
Tammy Hammer

STATE OF OHIO )

) ss:

ERIE COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for said County and State, personally appeared Steve & Tammy Hammer, and acknowledged their execution of the foregoing instrument as said Lessee on behalf of themselves and that the same is their voluntary act and deed.

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

\_\_\_\_\_  
Notary Public

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

Approved as to Form:

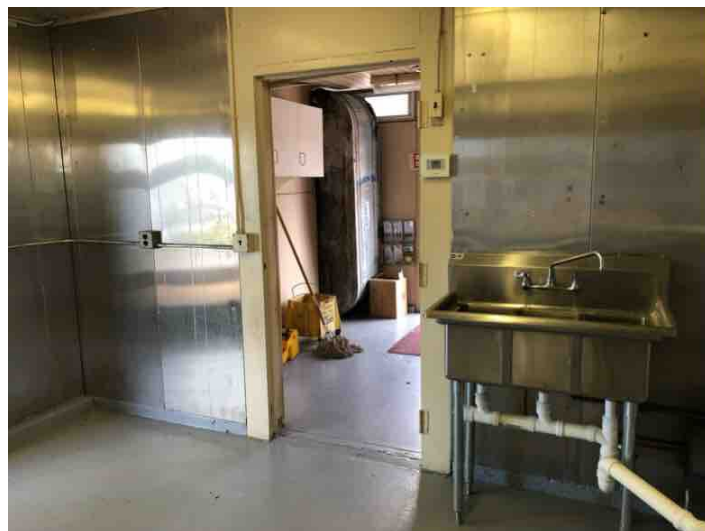
\_\_\_\_\_  
Trevor M. Hayberger (#0075112)  
Law Director, City of Sandusky

## EXHIBIT "A"











## **EXHIBIT "B"**

### **Concession Categories**

1. Fishing equipment and supplies:
  - a. Live Bait
  - b. Tackle
2. Prepackaged food items
3. Convenience items
  - a. Boat Drain Plugs
  - b. Oil and engine fluids
  - c. Aspirin, headache aids
  - d. Dramamine, etc.
4. Beverages
  - a. Coffee and tea
  - b. Energy Drinks
  - c. Soda
  - d. Water

## **EXHIBIT "C"**

Scheduled Fishing Tournaments  
(to be attached once completed)



**DEPARTMENT OF FINANCE**  
**HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR**

240 Columbus Avenue  
Sandusky, Ohio 44870  
Phone (419) 627-5888  
Fax (419) 627-5892

TO: Eric L. Wobser, City Manager  
FROM: Hank S. Solowiej, CPA, Finance Director  
DATE: August 15, 2019  
RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:**

City Commission approval of an Ordinance and Fiscal Officer's Certificate for the issuance and sale of \$4,100,000 in Various Purpose Improvement Notes.

**BUDGETARY INFORMATION:**

This various purpose improvement note sale includes renewal issues only. \$4,946,000 in notes will mature on October 4, 2019. The new various purpose improvement notes are in an amount of:

- **\$1,000,000** (retire \$1,200,000) for Bay Front Urban Revitalization,
- **\$100,000** (retire \$200,000) for Venice Road Grade Separation,
- **\$600,000** (retire \$800,000) for the Fire Department Ladder Truck,
- **\$150,000** (retire \$200,000) for the Street Department Salt Trucks,
- **\$400,000** (retire \$546,000) for the City Hall Relocation Project,
- **\$1,850,000** (retire \$2,000,000) for the design of The Landing Project.

**ACTION REQUESTED:**

It is requested that the City Commission accept the Fiscal Officer's Certificate and approve the ordinance in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is to allow the City adequate time to find a buyer of the new notes prior to the maturity of the current notes on October 4, 2019.

The City's Bond Counsel, Squire Patton Boggs (US) LLP, prepared the attachments.

CC: Trevor Hayberger, Law Director

## FISCAL OFFICER'S CERTIFICATE

To the City Commission of the  
City of Sandusky, Ohio:

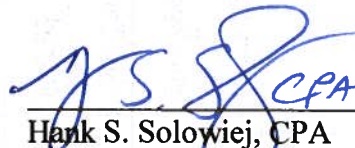
As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of \$4,100,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of: revitalizing the Bayfront Urban Revitalization Area by acquiring, clearing and improving certain properties in that Area, undertaking the environmental clean-up and remediation of certain properties in that Area, constructing road improvements and related utility and infrastructure improvements in that Area, and otherwise improving that Area (Project No. 1); paying a portion of the cost of eliminating grade crossings by constructing the Venice Road Grade Separation Project in cooperation with the Ohio Department of Transportation (Project No. 2); acquiring a ladder truck for the Fire Department (Project 3); acquiring salt trucks for the Street Department (Project 4); paying costs of various improvements for "the Landing" as more further described and approved in Ordinance No. 18-127 (Project 5), and paying costs associated with the relocation of City Hall, including, but not limited to, those projects approved by Ordinance numbers 18-119, 18-128 and 18-129 and Resolution Number 025-18R (Project 6) (collectively, the improvement), that:

1. The estimated life or period of usefulness of each improvement is at least five years. For internal accounting purposes of the City, the allocation of that principal amount among those Projects is as set forth in the attached table.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code and based on the fiscal officer's certificates previously signed with respect to each of these Projects, is as set forth in the attached table. To the extent that notes in anticipation of the Bonds will have been outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years has been deducted and taken into account in setting forth the estimated maximum maturities of the Bonds with respect to each of those Projects as set forth in the attached table.

3. The maximum maturity of the Notes with respect to each of these Projects is as set forth in the attached table, which maximum maturity in each instance is based on the date of the original note issued for such Project.

Dated: August 16, 2019



Hank S. Solowiej, CPA  
Finance Director  
City of Sandusky, Ohio



**City of Sandusky, Ohio**  
**Various Purpose Improvement Notes, Series 2019**

<b>Project No.</b>	<b>Date of Original Issue</b>	<b>Purpose</b>	<b>Amount of Original Issue</b>	<b>2019 Principal Amount</b>	<b>Maximum Bond Maturity</b>	<b>Original Maximum Bond Maturity</b>	<b>Maximum Note Maturity</b>
1	06/28/2004	Bayfront Urban Revitalization	\$2,700,000	\$1,000,000	14 years	25 years	June 28, 2024
2	06/23/2011	Venice Road Grade Separation	\$ 600,000	\$ 100,000	16 years	20 years	June 23, 2031
3	10/05/2016	Ladder Truck	\$1,200,000	\$ 600,000	10 years	10 years	October 5, 2031
4	10/05/2016	Salt Truck	\$ 300,000	\$ 150,000	10 years	10 years	October 5, 2031
5	10/03/2018	"The Landing" Improvements	\$2,000,000	\$1,850,000	20 years	20 years	October 3, 2038
6	10/03/2018	City Hall Relocation	\$ 546,000	\$ 400,000	10 years	15 years	October 3, 2033



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

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$4,100,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF: (1) REVITALIZING THE BAYFRONT URBAN REVITALIZATION AREA BY ACQUIRING, CLEARING AND IMPROVING CERTAIN PROPERTIES IN THAT AREA, UNDERTAKING THE ENVIRONMENTAL CLEAN-UP AND REMEDIATION OF CERTAIN PROPERTIES IN THAT AREA, CONSTRUCTING ROAD IMPROVEMENTS AND RELATED UTILITY AND INFRASTRUCTURE IMPROVEMENTS IN THAT AREA, AND OTHERWISE IMPROVING THAT AREA; (2) PAYING A PORTION OF THE COST OF ELIMINATING GRADE CROSSINGS BY CONSTRUCTING THE VENICE ROAD GRADE SEPARATION PROJECT IN COOPERATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION; (3) ACQUIRING A LADDER TRUCK FOR THE FIRE DEPARTMENT; (4) ACQUIRING SALT TRUCKS FOR THE STREET DEPARTMENT; (5) PAYING THE COSTS OF VARIOUS IMPROVEMENTS FOR "THE LANDING" AS MORE FURTHER DESCRIBED AND APPROVED IN ORDINANCE NO. 18-127; AND (6) PAYING COSTS ASSOCIATED WITH THE RELOCATION OF CITY HALL, INCLUDING, BUT NOT LIMITED TO, THOSE PROJECTS APPROVED BY ORDINANCE NUMBERS 18-119, 18-128 AND 18-129 AND RESOLUTION NUMBER 025-18R; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 18-174, passed August 27, 2018, notes in anticipation of the issuance of bonds were issued to pay costs of the following improvements:

(i) \$1,200,000 principal amount of notes were issued for the purpose of revitalizing the Bayfront Urban Revitalization Area by acquiring, clearing and improving certain properties in that Area, undertaking the environmental clean-up and remediation of certain properties in that Area, constructing road improvements and related utility and infrastructure improvements in that Area, and otherwise improving that Area (Project No. 1), in accordance with the Urban Renewal Plan, the Act, the Grant (as such terms are defined in Ordinance No. 09-073 passed on September 14, 2009) and Section 20 of Article VIII of the Ohio Constitution; and

(ii) \$200,000 principal amount of notes were issued for the purpose of paying a portion of the cost of eliminating grade crossings by constructing the Venice Road Grade Separation Project in cooperation with the Ohio Department of Transportation (Project No. 2); and

(iii) \$800,000 principal amount of notes were issued for the purpose of acquiring a ladder truck for the Fire Department (Project No. 3); and

(iv) \$200,000 principal amount of notes were issued for the purpose of acquiring salt trucks for the Street Department (Project No. 4); and

WHEREAS, pursuant to Ordinance No. 18-175, passed August 27, 2018, notes in anticipation of the issuance of bonds in the aggregate principal amount of \$2,000,000 were issued for the purpose of paying the costs of various improvements for "the Landing" as more further described and approved in Ordinance No. 18-127 (Project No. 5); and

WHEREAS, pursuant to Ordinance No. 18-176, passed August 27, 2018, notes in anticipation of the issuance of bonds in the aggregate principal amount of \$546,000 were issued for the purpose of paying costs associated with the relocation of City Hall, including, but not limited to, those projects approved by Ordinance numbers 18-119, 18-128 and 18-129 and Resolution Number 025-18R (Project No. 6); and

WHEREAS, the notes issued in the anticipation of bonds for Project No. 1, Project No. 2, Project No. 3, Project No. 4, Project No. 5, and Project No. 6 were issued as part of a consolidated issue, dated October 3, 2018 and maturing on October 3, 2019, in the aggregate principal amount of \$4,946,000, pursuant to Section 133.30(B) of the Revised Code (that consolidated issue hereinafter referred to as the "Outstanding Notes"); and

WHEREAS, this City Commission finds and determines that the City should retire \$846,000 aggregate principal amount of the Outstanding Notes with funds available to the City, for internal accounting purposes attributed to each project as follows: Project No. 1, \$200,000; Project No. 2, \$100,000; Project No. 3, \$200,000; Project No. 4, \$50,000; Project No. 5, 150,000; and Project No. 6, \$146,000; and

WHEREAS, this City Commission finds and determines that the City should retire the remaining outstanding principal amount of the Outstanding Notes with the proceeds of the Notes described in Section 3 and that for internal accounting purposes the principal amount of each Project to be funded as part of the Notes described in Section 3 is allocated as follows; and

<u>Project No.</u>	<u>Principal Amount</u>
1 (Bayfront Urban Revitalization)	\$1,000,000
2 (Venice Road Grade Separation)	100,000
3 (Ladder Truck)	600,000
4 (Salt Trucks)	150,000
5 ("The Landing" Improvements)	1,850,000
6 (City Hall Relocation)	400,000

WHEREAS, the Director of Finance, as fiscal officer of this City, has certified to this City Commission that the estimated life or period of usefulness of each of Projects 1 through 6 is at least five years, and that the estimated maximum maturity of the bonds for each Project and the maximum maturity of the notes for each Project, to be issued in anticipation of the bonds, are as follows; and

<u>Project No.</u>	<u>Maximum Maturity of Bonds - years</u>	<u>Maximum Maturity of Notes</u>
1 (Bayfront Urban Revitalization)	14	June 28, 2024
2 (Venice Road Grade Separation)	16	June 23, 2031
3 (Ladder Truck)	10	October 5, 2031
4 (Salt Trucks)	10	October 5, 2031
5 ("The Landing" Improvements)	20	October 3, 2038
6 (City Hall Relocation)	10	October 3, 2033

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in order to issue and sell the Notes in order to enable the City to timely retire the Outstanding Notes and thereby preserve its credit, and by reason thereof, this ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$4,100,000 (the Bonds) for the purpose of Project No. 1, Project No. 2, Project No. 3, Project No. 4, Project No. 5, and Project No. 6.

Section 2. The Bonds shall be dated approximately October 1, 2020, shall bear interest at the now estimated rate of 5.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2020, until the principal amount is paid, and are estimated to mature in twenty annual principal installments each of which installment represents the aggregate of all principal payments for that year as if a separate issue of bonds were issued for each Project with the following number of principal installments for each Project, with principal installments on each separate issue being in such amounts that the total principal and interest payments on that issue in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year:

<u>Project No.</u>	<u>Number of Principal Installments</u>
1 (Bayfront Urban Revitalization)	14
2 (Venice Road Grade Separation)	16
3 (Ladder Truck)	10

4 (Salt Trucks)	10
5 (“The Landing” Improvements)	20
6 (City Hall Relocation)	10

The first principal installment is estimated to be made on December 1, 2020.

Section 3. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount of \$4,100,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the City, the Outstanding Notes (as defined in the preambles hereto). The Notes shall bear interest at a rate not exceeding 4.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than five months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City’s paying agent, at the St. Paul, Minnesota corporate trust office or other designated office of U.S. Bank National Association, or at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser.

Section 5. The Notes shall be signed by the Ex-Officio Mayor and the Finance Director, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Finance Director, provided that no such denomination shall be less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with that officer’s determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rate or rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Ex-Officio Mayor, the City Manager, the Finance Director, the Law Director, the Clerk of the City Commission (including within the meaning of each such office for purposes of this ordinance any

person serving in an interim or acting capacity with respect to such office) and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the special fund established for those proceeds, and those proceeds are appropriated thereto and shall be used for the purpose for which the Notes are being issued. Any portion of the proceeds from the sale of the Notes representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued in the indicated installments without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The City hereby represents that the Outstanding Notes (the Refunded Obligation) were designated or deemed designated, and qualified, as a "qualified tax-exempt obligation" under

Section 265(b)(3) of the Code. The City hereby covenants that it will redeem the Refunded Obligation from proceeds of, and within 90 days after issuance of, the Notes, and represents that all other conditions are met for treating the amount of the Notes not in excess of the principal amount of the Refunded Obligation outstanding immediately prior to the redemption of the Refunded Obligation as “qualified tax-exempt obligations” without necessity for further designation and as not to be taken into account under subparagraph (D) of Section 265(b)(3) of the Code pursuant to subparagraph (D)(ii) of Section 265(b)(3) of the Code.

The amount of the Notes (such amount being the issue price of the Notes less accrued interest, if any, as determined under the Code) in excess of the principal amount of the Refunded Obligation that is outstanding immediately prior to the redemption of the Refunded Obligation, if any, is hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, including the aforesaid amount of the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the aforesaid amount of the Notes, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code to the extent that the amount of the refunding obligations does not exceed the outstanding principal amount of the refunded obligations) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations.”

Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as “qualified tax-exempt obligations,” it has not formed or participated in the formation of, or benefitted from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or

obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. This City Commission hereby retains the firm of Squire Patton Boggs (US) LLP pursuant to an engagement letter which has been delivered to the City by that firm in order to furnish legal services in connection with the issuance of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such law firm in rendering such services as are approved by the Finance Director and the Law Director. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 12. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director. In rendering those financial advisory services, as an independent contractor and in a financial advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 13. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance to the County Auditor.

Section 14. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been

met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 15. 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 16. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

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DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: 

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KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019





## RECREATION

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5886  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: Eric Wobser, City Manager  
FROM: Jason Werling, Recreation Superintendent  
DATE: August 16, 2019  
RE: Commission Agenda Item: Playground Surfacing for Huron Park

**Item for Consideration:** Legislation to approve the purchase of playground surfacing at Huron Park for a total cost of \$75,453.00.

**Background Information:** The City of Sandusky as a member of U.S. Communities is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Mecklenburg County, NC) who has entered into Master Purchase Agreements with various suppliers and had designated U.S. Communities as the administrative and marketing conduit for distribution for the Master Agreements to participating public agencies.

This Poured in Place surfacing will be purchased and installed through David Williams & Associates/Gametime. Huron Park will be the first park in the city with Poured-in-Place rubber accessible surfacing as it will surround the new playground structure currently being built by our city staff. The new playground will be next to the existing Huron Park Splash pad.

**Budgetary Information:** This purchase in the amount of \$75,453 will be paid from the Parks and Recreation Capital Projects Fund.

**Action Requested:** It is requested that legislation be prepared to purchase this playground equipment from David Williams & Associates/Gametime for Huron Park in the amount of \$75,453.00. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the playground surfacing to be ordered immediately so installation can occur at the earliest opportunity and the new playground equipment can be used this Fall 2019.

Approved:

I concur with this recommendation:

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Jason Werling, Recreation Superintendent


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Eric Wobser, City Manager

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF  
FUNDS AVAILABLE**

In the matter of: Playground Surfacing

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky 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 in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.

  
\_\_\_\_\_  
Hank S. Solowiej, CPA  
Finance Director

8/19/19  
\_\_\_\_\_  
Date



c/o DWA Recreation, Inc. P.O. Box 208  
Harrison, OH 45030 800-762-7936 Toll Free  
330-821-4505 Fax www.dwarec.com

QUOTE  
#56239

08/08/2019

### Huron Park - PIP - USC

Sandusky, City of  
Attn: Jason Werling  
222 Meigs Street  
Sandusky, OH 44870  
Phone: 419-627-5833  
JWerling@ci.sandusky.oh.us

Project #: P26339  
Ship To Zip: 44870

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GT Impax - 5,298 Sq Ft of Poured-in-Place Rubber Surfacing - This price includes installation, supply and install of compacted stone sub-base and is based on the following: 4" compacted stone sub-base 2,700 SF at 8' Fall Height at 3.5" depth 2,598 SF at 4' Fall Height at 1.75" depth 50% black & 50% standard color blend Temperatures must be 50 degrees & rising; all areas must be installed on same trip; security during cure time (approximately 72 hours) to be provided by owner or general contractor; standard flush edging detail unless otherwise noted; installation figured at non-prevailing wage rates.	\$75,453.00	\$75,453.00

Contract: USC

SubTotal: \$75,453.00  
**Total Amount: \$75,453.00**

**Pricing valid for 30 days. Please request a new price after that time.** Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

**To order:** Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

**This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.**

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

**Purchase Orders must be made out to:**

DWA Recreation, Inc.  
P.O. Box 208  
Harrison, OH 45030

**Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.**



c/o DWA Recreation, Inc. P.O. Box 208  
Harrison, OH 45030 800-762-7936 Toll Free  
330-821-4505 Fax www.dwarec.com

QUOTE  
#56239

08/08/2019

### Huron Park - PIP - USC

#### Order Information:

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

eMail: \_\_\_\_\_

eMail: \_\_\_\_\_

#### Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

P.O. No: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Purchase Amount: **\$75,453.00**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Customer Signature

Quote prepared by: Isabel Wilson

Sales Representative: **Kathy Kolanko**

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND SURFACING FROM DAVID WILLIAMS & ASSOCIATES / GAMETIME OF ALLIANCE, OHIO, AT HURON PARK; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City of Sandusky as a member of U.S. Communities is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Mecklenburg County, NC) who has entered into Master Purchase Agreements with various suppliers and has designated U.S. Communities as the administrative and marketing conduit for distribution of the Master Agreements to participating public agencies; and

**WHEREAS**, David Williams & Associates is the GameTime playground representative for Ohio and Kentucky; and

**WHEREAS**, this playground surfacing is Poured-in-Place Rubber surfacing, which is the first time the City will be using this type of accessible surfacing, and will surround the new playground equipment currently being installed by City personnel at Huron Park; and

**WHEREAS**, the total cost for the purchase and installation of playground surfacing is \$75,453.00 and will be paid with Parks and Recreation 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 to allow the playground surfacing to be ordered immediately so installation can occur at the earliest opportunity and the new playground equipment can be used this Fall 2019; 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 and/or Finance Director is authorized and directed to expend funds for the purchase and installation of playground surfacing from David Williams & Associates / GameTime of Alliance, Ohio, at Huron Park, at an amount **not to exceed** Seventy Five Thousand Four Hundred Fifty Three and 00/100 Dollars (\$75,453.00) as reflected in the quotation submitted and dated

August 8, 2019.

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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019



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## DEPARTMENT OF RECREATION

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5833  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: August 13, 2019

Re: Commission Agenda Item

**Item for Consideration:** Legislation to approve the purchase a shelter for Huron Park from Play & Park Structures of Pittsburgh, Pennsylvania through the Keystone Purchasing Network, Contract #KPN-201409-02B, for a total of \$14,480.20.

**Background Information:** The Keystone Purchasing Network is a cooperative purchasing program that reduces the cost of acquisition for education and local government by providing competitively bid purchasing contracts that meet strict bidding standards.

The shelter will be 24' in diameter and will be placed between the equipment purchased in late 2018 and currently being installed and the splash pad.

The shelter will be installed by City personnel for use by the general public.

A site plan and colored rendering provides a visual depiction of what the site will look like.

**Budgetary Information:** The total cost of the shelter is \$14,480.20 of which \$4,000.00 will be reimbursed by the Erie Metroparks Board of Park Commissioners through the 2019 Local Park Capital Improvement Grant Program and the remaining balance of \$10,480.20 will be paid with Parks and Recreation Capital Projects Funds.

**Action Requested:** It is requested that legislation be prepared to purchase this shelter from Play & Park Structures of Pittsburgh, Pennsylvania, in the amount of \$14,480.20. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the shelter to be ordered immediately so installation can occur immediately upon delivery and the shelter can be used this fall 2019.

I concur with the recommendation:

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Eric Wobser, City Manager

cc: Kelly Kresser, Clerk; Hank Solowiej, Finance Director; Trevor Hayberger, Law Director

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF  
FUNDS AVAILABLE**

In the matter of: Playground shelter

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky 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 in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.

  
\_\_\_\_\_  
Hank S. Solowick, CPA  
Finance Director

8/9/19  
Date





Play & Park Structures of N. OH  
& W.PA  
10 Old Clairton Rd Suite 12A  
PMB-120  
Pittsburgh, PA, 15236  
Phone: 412-485-1660  
Fax:  
Email:  
kevin.hindes@playandpark.com  
Contact: Kevin Hindes

## City of Sandusky-Shelter

City of Sandusky  
Attn: Jason Werling  
222 Meigs Street  
Sandusky, OH 44870  
jwerling@ci.sandusky.oh.us

Quote Number: 811-124886

Quote Date: 8/14/2019

Stock ID	Description	Quantity	Weight	Unit Price	Amount
SHELTER	HX24S-ML - 24' HEXAGONAL SHELTER, 6:12 ROOF PITCH, 8' EAVE HEIGHT, 24ga MULTI RIB ROOF, 4"SUB SURFACE MOUNT, PRIMER AND POWDER COATED STRUCTURE	1	0	\$13,480.00	\$13,480.00
KPN	KPN Discounntt SIGNED & SEALED ENGINEERING	1	0	(\$808.80)	(\$808.80)
ENGINEER	DRAWINGS, CALCULATIONS AND FOOTING DESIGN	1	0	\$1,000.00	\$1,000.00

Total Weight: 0 SubTotal: \$13,671.20

Pricing per KPN Contract #201409-02 \_\_\_\_ Taxes not included. If the  
customer is not exempt, taxes will be added to the total.

Freight: \$809.00  
Total Amount: \$14,480.20

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of N. OH & W.PA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Purchase Amount: \_\_\_\_\_ \$14,480.20

P.O. No: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimilie \_\_\_\_\_

Order Information

Bill to:

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Billing Phone: \_\_\_\_\_

Billing Fax: \_\_\_\_\_

Ship to:

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Jobsite Contact: \_\_\_\_\_

Jobsite Phone: \_\_\_\_\_

Jobsite Fax: \_\_\_\_\_

Enter desired color palette name: \_\_\_\_\_ OR

Enter desired color: Uprights ( ) Decks ( )  
Accents ( ) Roofs/Tubes ( ) Slides/Panels ( )

Play & Park Structures of N. OH & W.PA

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

Salesperson's signature

LEAD TIME:

PLEASE ALLOW 5 - 7 WEEKS or LESS for delivery AFTER sealed drawings are approved.

Quotes valid for 30 DAYS. Price is for product only, unloading & installation by others if not quoted.

Rock Clause/Engineered drawings

If conditions are encountered on the site which are subsurface or otherwise concealed physical conditions which differ materially from those contemplated, or physical conditions of an unusual nature are encountered and cause a furtherance to the Contractor in time or materials, the Contractor shall be entitled to an equitable adjustment in the contract price, an extension of the completion date, or both, by change order. If rock drilling is necessary as deemed by Play and Park Structures and its affiliates, a change order will be necessary to cover the additional costs of the drilling and this cost could be significant. We do our best to estimate the pier size of the footer; however, if the customer requests and pays an additional fee for engineered drawings this could significantly increase the size of the footer and the dollar amount of the installation.

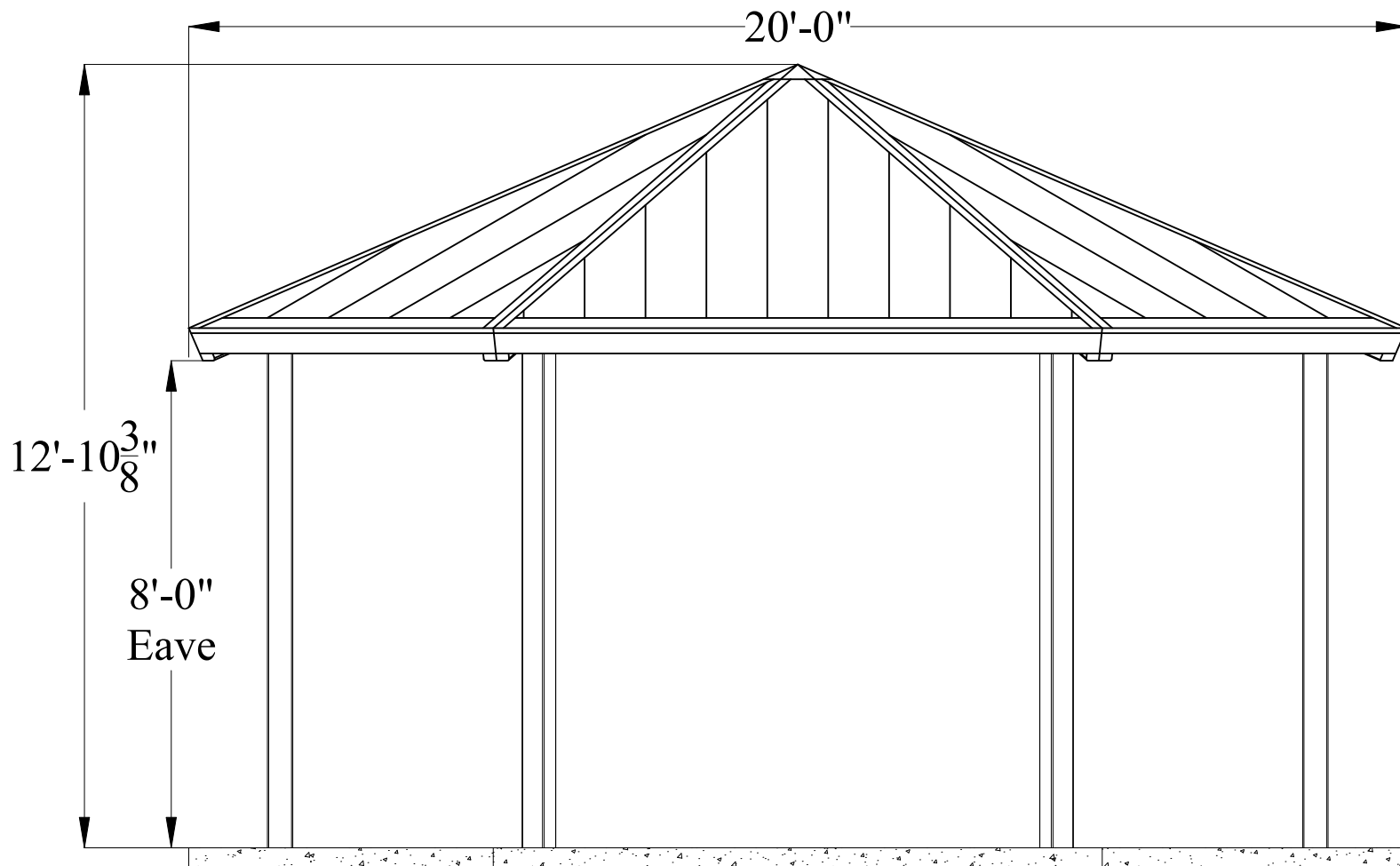
Furthermore, the Contractor will not be held responsible for any damage to all subsurface obstructions.

The owner will clearly identify boundaries of the property, shall provide surveys/as-builts of the property describing physical characteristics, legal limitations and utility locations and/or cause the property to be staked if reasonably requested by the Contractor. The owner is obligated to provide notice of all concealed conditions, and shall provide and pay for water and electricity to the property.

Engineered drawings – If your project requires engineered drawings the engineering will be done after the completion of the sale at an additional cost to the customer. The estimated pier size prior to the engineering is an estimate and the engineer's calculations could require an increased size of concrete pier for your shade structure. This would require additional concrete and/or steel along with additional labor and/or equipment rental at additional cost to the customer. Engineered Sealed Drawings, Engineered Footings and Engineered Calculations - IF QUOTED - they are based on local and state construction codes and specifications. Wind Loads, Snow Loads and Seismic requirements are all verified with these Documents. Rates vary per state.

\_\_\_\_\_  
Salesman's Signature

\_\_\_\_\_  
Customer's Signature



DESCRIPTION:  
20' (AS) Hexagonal Structure

QUOTE #:  
QU00175424

PROJECT NAME:  
CITY OF SANDUSKY HURON PARK

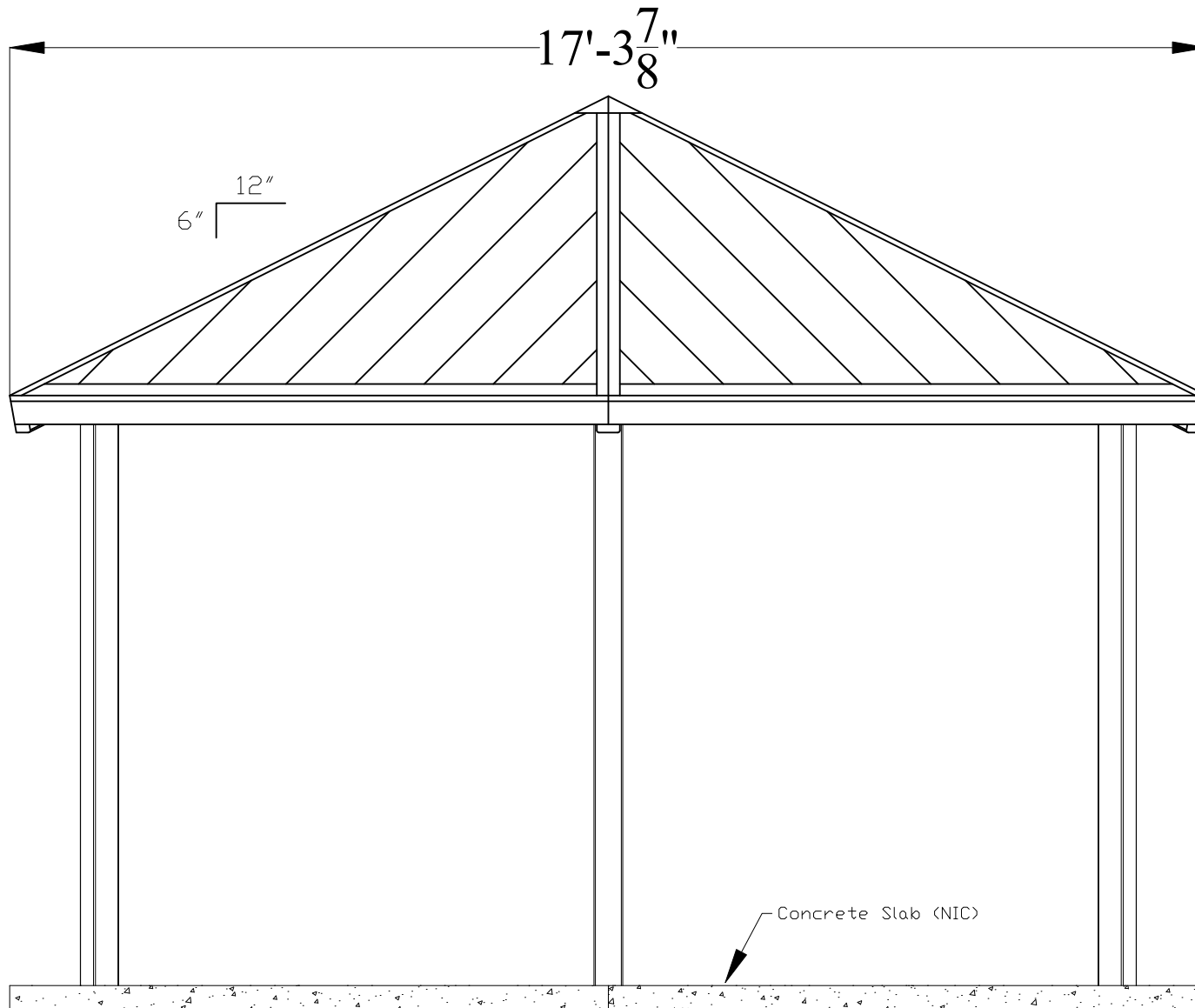
DATE  
3/28/2019

SCALE  
NOT TO SCALE

DRAWN BY  
J.C.

SHEET  
1. of 5.

*These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.*



DESCRIPTION:  
20' (AS) Hexagonal Structure

QUOTE #:  
QU00175424

PROJECT NAME:  
CITY OF SANDUSKY HURON PARK

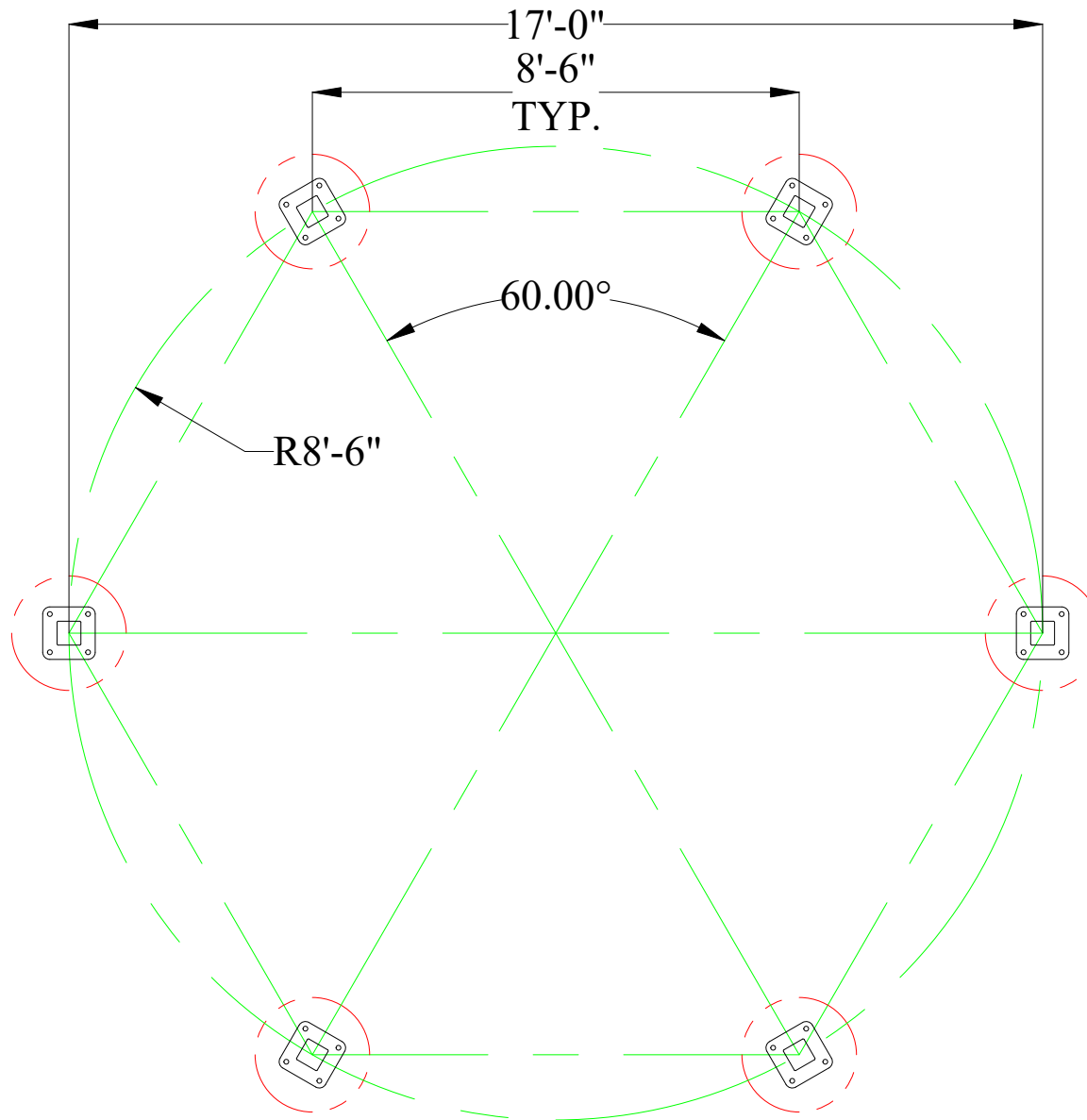
DATE  
3/28/2019

SCALE  
NOT TO SCALE

DRAWN BY  
J.C.

SHEET  
2. of 5.

*These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.*



DESCRIPTION:  
20' (AS) Hexagonal Structure

QUOTE #:  
QUO0175424

PROJECT NAME:  
CITY OF SANDUSKY HURON PARK

DATE  
3/28/2019

SCALE  
NOT TO SCALE

DRAWN BY  
J.C.

SHEET  
3. of 5.

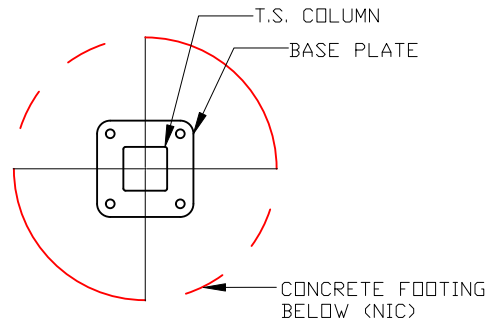
*These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.*

#### FOUNDATION NOTE:

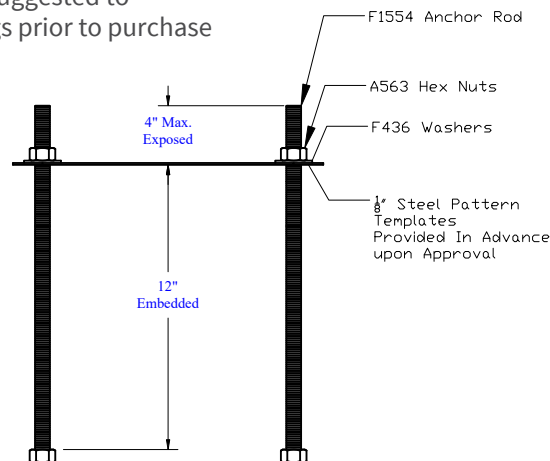
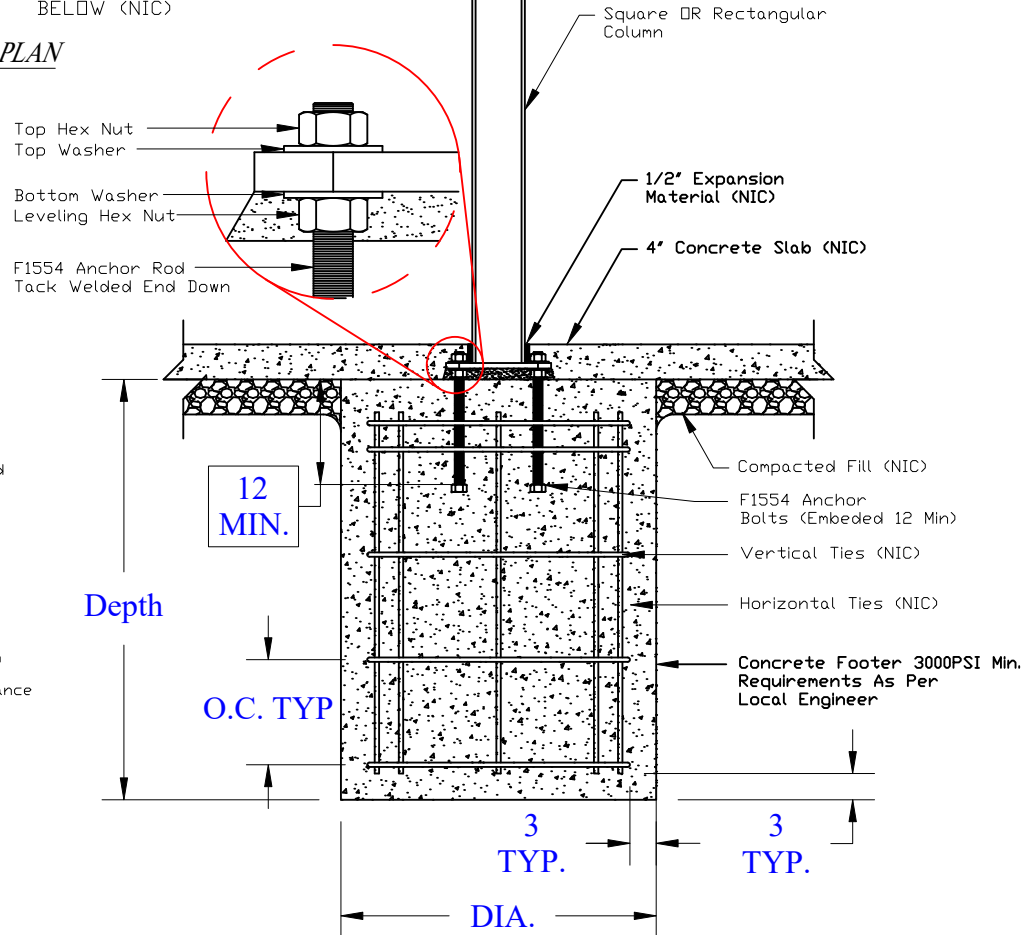
All foundation design information should be considered as preliminary only. A local soils engineer shall be retained to design the foundation according to local conditions and codes. Final design of the footing/foundation is the responsibility of the general contractor/owner. SRP's analysis and design will pertain strictly to a pier foundation to adequately support structures. All other foundation/masonry design requirements by others

#### MISC. INFORMATION:

- Any unique design requirements should be mentioned up front during quoting or prior to purchasing sealed drawings.
- If available providing a soils report with the purchase of the sealed drawings may help to reduce footer requirements.
- ULTRA utilizes cylindrical footer designs as an industry standard. If specifically requested or special conditions require, ULTRA will provide spread footer designs.
- Epoxy analysis designs will require separate fees upon request.
- As a safe practice it is suggested to acquire sealed drawings prior to purchase of structures.



COLUMN BASE-PLATE PLAN



TEMPLATE ASSEMBLY (NTS)



DESCRIPTION:  
20' (AS) Hexagonal Structure

QUOTE #:  
QU00175424

PROJECT NAME:  
CITY OF SANDUSKY HURON PARK

DATE  
3/28/2019

SCALE  
NOT TO SCALE

DRAWN BY  
J.C.

SHEET  
4. of 5.

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.

#### GENERAL MATERIAL SPECIFICATIONS & NOTES:

1. ALL STRUCTURAL STEEL TUBING SHALL BE ASTM A-500 GRADE B-C.
2. ALL OTHER STEEL (PLATES, GUSSETS, ETC.) SHALL BE ASTM A-36.
3. ALL WELDING IS TO BE DONE IN ACCORDANCE WITH LATEST AWS STANDARDS. ALL WELDS ARE TO DEVELOP FULL STRENGTH OF COMPONENT PARTS. (E17081 ELECTRODES)
4. INCLUDED HARDWARE IS TO BE ASTM A-325 UNLESS OTHERWISE NOTED.
5. PRODUCTION OF LAMINATED MATERIALS WILL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARD ANSI A190.1 *STRUCTURAL GLUED LAMINATED TIMBER*.
6. IF INCLUDED TONGUE & GROOVE WILL BE #1 Grade V-GROOVED SYP CONTAINING 15-20% MOISTURE CONTENT.
7. POWDER COATING PROCESS  
STAGE 1 - Blast all steel to "Near White" condition to remove all surface rust and oil.  
STAGE 2 - Remove dust from the blast process in stage 1.  
STAGE 3- This stage is the Electrostatic Application of Epoxy TGIC Powder Coating Zinc Rich Primer. Unlike any other shelter manufacturer, we are utilizing an actual TGIC Zinc Powder Coating Rich Primer. This stage 3 application is applied at 3 mils and has been salt spray tested for 4,000 + hours using the ASTM Method B117. (Note: The 4,000 hours of salt spray testing is only with the Zinc Rich TGIC Powder Coat Primer and before the Stage 5.  
STAGE 4- This process heats the steel and primer to ensure optimal adhesion with the next stage.  
STAGE 5- This stage is the Electrostatic application of TGIC Top Powder Coat at 3 mils. This application, along with the Stage 4 Epoxy TGIC Powder Coating Zinc Rich Primer, produces a total of 6 mils of finished Powder Coating and has tested at 5,000+ hours using the ASTM Method B117. It is important to note that testing was discontinued at 5,000 hours.  
STAGE 6- Curing Process: The final stage is to allow coated components the time to cure by cooling down.
8. IF INCLUDED METAL ROOFING IS TO BE ACRYLIC COATED GALVALUME® FLUOROPOLYMER (Kynar 500® PVDF resin-based). ALL METAL ROOFING WILL COME PRE-CUT UNLESS NOTED OTHERWISE. METAL ROOFING TRIMS WILL COME IN STANDARD SECTIONS AND WILL REQUIRE NOTCHING OR CUTTING IN FIELD.

#### GENERAL NOTES:

- UNLESS REQUESTED THIS BUILDING HAS BEEN DESIGNED AS A FREE STANDING, OPEN STRUCTURE. IF WALLS ARE TO BE ADDED, OR IF THE BUILDING IS TO ADJOIN ANOTHER STRUCTURE, OR IF OTHER MODIFICATIONS ARE TO BE MADE, THE STRUCTURE MUST BE REENGINEERED PRIOR TO THESE MODIFICATIONS.
- IF SPECIFICATIONS ARE PROVIDED ALL DESIGNS ARE TO BE CONSIDERED TO BE AS EQUAL AND NOT AN EXACT MATCH. DESIGNS WILL CONFORM TO ULTRAS MANUFACTURING METHODS AND MATERIALS AVAILABLE.

#### ABBREVIATIONS:

- AS - ALL STEEL
- SF - STEEL FRAME
- DT- DUO-TOP
- T&G - TONGUE & GROOVE
- NIC - NOT IN CONTRACT
- O.C. - ON CENTER
- TYP - TYPICAL



DESCRIPTION:  
**20' (AS) Hexagonal Structure**

QUOTE #:  
**QU00175424**

PROJECT NAME:  
**CITY OF SANDUSKY HURON PARK**

DATE  
**3/28/2019**

SCALE  
**NOT TO SCALE**

DRAWN BY  
**J.C.**

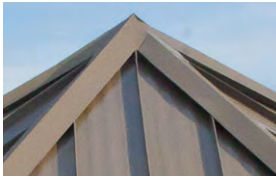
SHEET  
**5. of 5.**

*These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.*

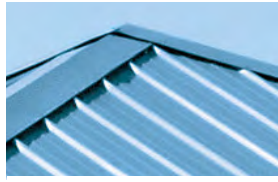
## ROOF PANEL OPTIONS



Multi Rib



Standing Seam



Max Rib

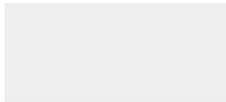


Shingles

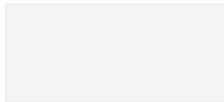


Note: Tongue & Groove wood sub-roof is standard for Max Rib and Shingle Roof options.

## ROOF COLOR OPTIONS\*



Regal White



Bone White



Light Stone



Surrey Beige



Slate Gray



Ash Gray



Charcoal



Copper Penny



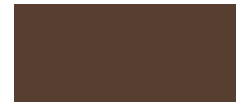
Bright Red\*\*



Colonial Red



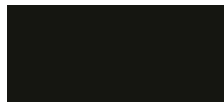
Brandywine



Tudor Brown



Medium Bronze



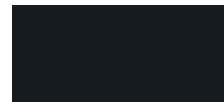
Dark Bronze



Patrician Bronze



Mansard Brown



Matte Black



Hartford Green



Evergreen



Patina Green



Regal Blue



Roman Blue

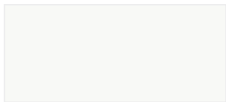


Galvalume Plus

\*All colors are approximate. Ask your representative for an actual color sample.

\*\*Bright Red roofing color holds a 20-Year Limited Warranty.

## COLUMN COLOR OPTIONS



White



Almond



Ash Gray



Fox Hollow Gray



Beige



Brown



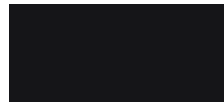
Patrician Bronze



Burgundy



Tudor Brown



Black



Dark Green



Green



Light Green



Spring Green



Yellow



Butterscotch



Orange



Red



Mountain Spruce



Harbor Blue



Sky Blue



Streak Blue



Periwinkle



Blue



Royal Purple

**MATTE  
METALLIC**



Champagne



Metallic



Bronze



Starlight



City of Sandusky  
222 Meigs St  
Sandusky OH 44870

Play and Park Structures

This play equipment is recommended for children ages:  
  
5-12

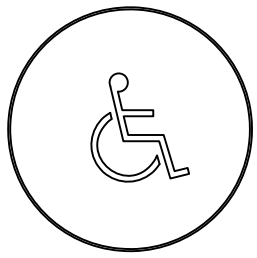
Minimum Area Required:  
104'-4" x 63'-9"

Scale: 5/32" = 1'-0"  
This drawing can be scaled only when in an 24" x 36" format

Drawn By:  
Tiffanie Brown  
Date:  
04/12/19  
Quote Number:  
811-121667B

play&park  
structures®  
A PLAYCORE Company

544 Chestnut Street  
Chattanooga, TN 37402  
800-727-1907 / www.playandpark.com



Total Play Components	32		
Elevated Play Components	12		
Elevated Play Components Accessible by Ramp	12	Req.	0
Elevated Components Accessible by Transfer	12	Req.	6
Accessible Ground Level Components Shown	20	Req.	3
Different Types of Ground Level Components	5	Req.	3

User Capacity
100-110
Critical Fall Height
8'-0"

SUPERmax  
PLAY SYSTEMS

DURAMAX  
PLAY SYSTEMS

ISO  
9001  
CERTIFIED



It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment.  
**IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A SHELTER FROM PLAY & PARK STRUCTURES OF PITTSBURGH, PENNSYLVANIA, FOR HURON PARK; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Keystone Purchasing Network (KPN) is a cooperative purchasing program that reduces the cost of acquisition for education and local government by providing competitively bid purchasing contracts that meet strict bidding standards; and

**WHEREAS**, the City, as a member of the Keystone Purchasing Network, desires to purchase a shelter for Huron Park that has been competitively bid and made available through the membership from Play & Park Structures of Pittsburgh, Pennsylvania; and

**WHEREAS**, this City Commission authorized the purchase of playground equipment from Play & Park Structures of Pittsburg, Pennsylvania, for Huron Park by Ordinance No. 18-230, passed on November 26, 2018; and

**WHEREAS**, this City Commission authorized the submission of a grant application to the Erie Metroparks Board of Park Commissioners for financial assistance through the 2019 Local Park Capital Improvement Grant Program for the Recreation Department by Resolution No. 015-19R, passed on April 8, 2019; and

**WHEREAS**, this shelter is twenty-four (24) feet in diameter and will be placed between the playground equipment currently being installed and the Splash Pad and installation will be completed by City personnel; and

**WHEREAS**, the total cost for this shelter is \$14,480.20, of which \$4,000.00 will be reimbursed by the Erie Metroparks Board of Park Commissioners through the 2019 Local Park Capital Improvement Grant Program and the remaining balance of \$10,480.20 will be paid with Parks and Recreation 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 to allow the shelter to be ordered so installation can occur immediately upon delivery and the shelter can be used this Fall 2019; and

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

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

THAT:

Section 1. The City Manager is authorized and directed to purchase a shelter for Huron Park from Play & Park Structures of Pittsburgh, Pennsylvania, through the Keystone Purchasing Network, Contract #KPN-201409-02B, for Huron Park, at an amount **not to exceed** Fourteen Thousand Four Hundred Eighty and 20/100 Dollars (\$14,480.20) as reflected in the quotation submitted and dated August 14, 2019.

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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: August 15, 2019

Subject: **Commission Agenda Item – Permission to Bid 2019 Lions Park Shoreline Revetment Work**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for the Lions Park Shoreline Revetment Project.

**BACKGROUND INFORMATION:** Lions Park is in need of shoreline protection due to years of erosion and wave-action from the bay in this area. Years of exposure to wave action and “shelf ice” damage at the point where the water meets the land has caused erosion and a dropoff in many areas where the land has given way into the water. Protecting this shoreline to prevent further erosion is a necessity along the edge of this park to safeguard the large investments recently put into this area. Property values in this area hinge on the existence of this public park and the amenities it provides.

Specifically, the work to be bid will consist of shaping the embankment and tying large stone into the subgrade, in combination with fabric material and smaller stone to “lock in” the larger stone. The work will extend about 300 lineal feet Westward from the west end of the previous shoreline revetment project that occurred in early 2019. Said stone material will be placed at an angle to dissipate the waves that crash into land. The City has a temporary shoreline structure permit from ODNR to perform this work. The existing 120 lineal feet of natural beach area will remain and not be disturbed with this project.

**BUDGETARY INFORMATION:** The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$80,500 paid with \$50,000 is coming from the Parks and Recreation Capital Projects Fund and \$30,500 is coming from Issue 8 Parks and Recreation Funds from the Capital Projects Fund.

**ACTION REQUESTED:** It is recommended that the proper legislation be approved accepting bids for the Lions Park Revetment Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and to complete the project in this year’s construction season.

I concur with this recommendation:

\_\_\_\_\_  
Eric Wobser  
City Manager

\_\_\_\_\_  
Aaron Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director



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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED LIONS PARK SHORELINE REVETMENT 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**, Lions Park is in need of shoreline protection due to years of erosion and wave-action from the bay and the years of exposure to wave action and “shelf ice” damage at the point where the water meets the land has caused erosion and a drop-off in many areas where the land has given way into the water; and

**WHEREAS**, the proposed Lions Park Shoreline Revetment Project involves shaping the embankment and tying large stone into the subgrade, in combination with fabric material and smaller stone to “lock in” the larger stone, extending about 300 lineal feet Westward from the west end of the previous shoreline revetment project that occurred in early 2019 and the stone material used will be placed at an angle to dissipate the waves that crash into land and the existing 120 lineal feet of natural beach area will remain and not be disturbed; and

**WHEREAS**, the total estimated cost of this project including engineering, inspection, advertising, and miscellaneous expenses is \$80,500.00 and will be paid with Parks and Recreation Capital Projects Funds in the amount of \$50,000.00 and the remaining balance of \$30,500.00 will be paid with Issue 8 parks and recreation funds from the Capital Projects Fund; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the project to be bid, receive competitive prices and complete the project in this year’s construction season; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 Lions Park Shoreline Revetment 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 Lions Park Shoreline Revetment 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 Lions Park Shoreline Revetment 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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019



## DEPARTMENT OF PUBLIC WORKS

### *Division of Facilities & Properties*

1024 Cement Avenue  
Sandusky, Ohio 44870  
419.627.5884  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Todd Gibson, Sr., Facilities & Properties Supervisor

Date: August 14, 2019

Subject: **Commission Agenda Item – Request to purchase snow & ice control equipment packages for Division of Streets & Traffic trucks**

**ITEM FOR CONSIDERATION:** Legislation authorizing the purchase of two (2) 2019 Single Axle Snow & Ice Control Truck Equipment Packages from Henderson Products, Inc. of Bucyrus, OH for the Division of Streets & Traffic.

**BACKGROUND INFORMATION:** The above listed equipment packages are available for a purchase price of \$93,631.00 each, through Henderson Products, Inc. of Bucyrus, OH through the Sourcewell purchasing program, Contract #080818-HPI.

In May of 2019, this City Commission approved for the purchase of two (2) Cab & Chassis for the Division of Streets & Traffic via Ordinance 19-088. This equipment is the up-fit for those trucks. The packages include reversible snow plow, dump body, salt & sand spreader, liquid pre-wetting system and rearview camera system. The rearview camera system is in place to ensure the salt is being applied to the roadways, which will help to conserve usage. Similar trucks have been purchased in the past, which helps with maintenance and to make inventory readily available.

**BUDGETARY INFORMATION:** The cost of each 2019 Single Axle Snow & Ice Control Truck Equipment Package is \$93,631.00, with a total cost being \$187,262.00, which will be paid from Issue 8 Infrastructure funds from the Capital Projects Fund in an amount of \$115,000.00 and with Street Capital Projects Fund in an amount of \$72,262.00. This money is allocated in the 2019 and 2020 Capital Improvement Plan budgets and invoicing is not expected until the first quarter of 2020.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared and approval be granted to purchase two (2) 2019 Single Axle Snow & Ice Control Truck Equipment Packages from Henderson Products, Inc. of Bucyrus, OH, in an amount not to exceed \$187,262.00. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter to allow the snow and ice equipment to be ordered, received, and available to be up-fitted to the new trucks which are expected to be delivered the end of this year.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF  
FUNDS AVAILABLE**

*In the matter of:* Snow and ice control equipment

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky 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 in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.

  
\_\_\_\_\_  
Hank S. Solowiej, CPA  
Finance Director

8-19-19  
\_\_\_\_\_  
Date



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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE TWO (2) 2019 SINGLE AXLE SNOW & ICE CONTROL TRUCK EQUIPMENT PACKAGES FROM HENDERSON PRODUCTS, INC., OF BUCYRUS, OHIO, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE DIVISION OF STREETS & TRAFFIC; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission approved the purchase of two (2) 2020 Freightliner M2-106 Conventional Cab & Chassis Trucks from Valley Freightliner & Western Star, Inc., of Parma, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program for the Streets & Traffic Division by Ordinance No. 19-088, passed on May 13, 2019; and; and

**WHEREAS**, the 2019 Single Axle Snow & Ice Control Truck Equipment Packages will be up-fitted to the new trucks and will include reversible snow plows, dump bodies, salt and sand spreaders, liquid pre-wetting systems and rearview camera systems; and

**WHEREAS**, Sourcewell's (formerly National Joint Powers Alliance (NJPA) cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

**WHEREAS**, the City as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351) desires to purchase two (2) 2019 Single Axle Snow & Ice Control Truck Equipment Packages that has been competitively bid and made available through the membership from Henderson Products, Inc., of Bucyrus, Ohio; and

**WHEREAS**, the cost for each 2019 Single Axle Snow & Ice Control Truck Equipment Package is \$93,631.00 for a total cost the of \$187,262.00 of which \$115,000.00 will be paid with Issue 8 Infrastructure Funds from the Capital Projects Fund, and the remaining balance of \$72,262.00 will be paid with Street 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 to allow the snow and ice equipment to be ordered, received, and available to be up-fitted to the new trucks which are expected to be delivered the end of this 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 Division of Streets &

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

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

Section 1. The City Manager is authorized and directed to expend funds for the purchase two (2) 2019 Single Axle Snow & Ice Control Truck Equipment Packages from Henderson Products, Inc., of Bucyrus, Ohio, through the Sourcewell (formerly National Joint Powers Alliance) Cooperative Purchasing Program (Contract #080818-HPI) for the for the Division of Streets & Traffic, at the amount of \$93,631.00 per package for a total amount **not to exceed** One Hundred Eighty Seven Thousand Two Hundred Sixty Two and 00/100 Dollars (\$187,262.00).

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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: August 13, 2019

Subject: **Commission Agenda Item – Professional Services Agreement with Red Barn Engineering for Environmental Permitting Assistance for the Barrett Road Culvert Replacement as part of the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project.**

**ITEM FOR CONSIDERATION:** Legislation for approval to enter into a Professional Services Agreement for the Environmental permitting of the Barrett Road Culvert Replacement as part of the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Construction Project with Red Barn Engineering, INC.

**BACKGROUND INFORMATION:**

McCartney Road is currently in a poor condition. The last major improvements occurred approximately 30 years ago. Much of the roadway deterioration is related to the poor drainage system surrounding it. With the area being close to the Bay, the drainage becomes dependent on the Sandusky Bay water surface, reducing the ditch and pipe flow capacities. A key component to draining this area is the installation of a larger outlet culvert under Barrett Rd., near the City limits, taking the runoff directly to the Bay.

Red Barn Engineering, INC was the top ranked design firm to perform the environmental permitting of the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project through the 2019 annual Request for Statements of Qualifications (SOQ) process based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks and was determined to be the most qualified firm. Because of the proximity to the bay and lake, the US Army Corp of Engineers (USACE) requires a Nationwide Permit, involving wetlands surveying and the Ohio Department of Natural Resources (ODNR) requires a coastal management permit.

**BUDGETARY INFORMATION:** The not to exceed cost for professional services is \$15,000.00, and will be paid with Issue 8 Infrastructure funds from the Capital Projects Fund.

**ACTION REQUESTED:** It is recommended that an ordinance for a professional environmental services contract for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project in the amount of \$15,000.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the construction of the drainage portion of work at Barrett Road during the 2019 construction season.

I concur with this recommendation:

\_\_\_\_\_  
Eric Wobser  
City Manager

\_\_\_\_\_  
Aaron Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF  
FUNDS AVAILABLE**

In the matter of: Professional services - Barrett Rd Culvert

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky 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 in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.

  
\_\_\_\_\_  
Hank S. Solowiej CPA  
Finance Director

8 19 14  
Date

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH RED BARN ENGINEERING, INC. OF KENMORE, WASHINGTON, FOR THE MCCARTNEY ROAD RECONSTRUCTION, STORM SEWER AND STORM PUMP STATION DESIGN PROJECT AND RELATING TO THE BARRETT ROAD CULVERT REPLACEMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, McCartney Road is currently in poor condition with the last major improvement occurring approximately 30 years ago and the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Design Project involves the reconstruction of McCartney Road which includes the installation of a larger outlet culvert under Barrett Road; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Resolution No. 016-19R, passed on April 8, 2019; and

**WHEREAS**, Red Barn Engineering, Inc. will be providing professional services for environmental permitting for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Design Project relating to the Barrett Road Culvert Replacement and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, Red Barn Engineering, Inc. was selected as the top-ranked firm for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Design Project through the 2019 Annual Request for Statements of Qualifications (SOQ) for Services process based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks for environmental permitting and was determined to be the most qualified firm; and

**WHEREAS**, the cost of the professional services is \$15,000.00 and will be paid with Issue 8 Infrastructure Funds from the Capital Projects Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with the construction of the drainage portion of the work on Barrett Road during the 2019 construction season; and

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

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

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

Professional Services Agreement with Red Barn Engineering, Inc., of Kenmore, Washington, for environmental permitting assistance for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Design Project and relating to the Barrett Road Culvert Replacement, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00).

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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019

AGREEMENT  
FOR  
PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”), made as of \_\_\_\_\_, 2019, 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 Red Barn Engineering, Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:	Environmental Permitting Assistance Barrett Road Culvert Replacement part of the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project
Director of Public Works: Address:	Aaron Klein, P.E. Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer: Contact: Address:	Red Barn Engineering, Inc. Rebekah J. Weston, P.E., President 6610 NE 181 <sup>st</sup> Street, Suite 2 Kenmore, WA 98028

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

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

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

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

**ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER**

**1.1. Architect/Engineer’s Services**

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable

Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in 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 \$15,000.00 (fifteen thousand dollars) 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 Commission.** 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's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission 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. The decision of the Commission 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 supersedes 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.

Red Barn Engineering, Inc.

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

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

CITY OF SANDUSKY, OHIO

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

Eric L. Wobser  
City Manager

**APPROVAL:**

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

\_\_\_\_\_  
Trevor Hayberger  
Law Director

## CERTIFICATE OF FUNDS

In the matter of: Environmental Permitting Assistance for the Barrett Road Culvert Replacement part of the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project

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: \_\_\_\_\_, 2019

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
Hank Solowiej, CPA  
Finance Director

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

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



**RED BARN**  
**ENGINEERING, INC.**  
Civil & CM | Transit & Water  
6610 NE 181st ST, STE 2  
Kenmore, WA 98028  
425.419.4979  
www.redbarn-engineering.com

Mr. Josh Snyder  
City of Sandusky 240  
Columbus Ave.  
Sandusky, OH 44870

Dear Mr. Snyder:

**Re: City of Sandusky Barrett Road Culvert Replacement      Proposal to Provide  
Environmental Permitting Assistance – Revision 1**

RED BARN ENGINEERING INC. (RBE) is pleased to provide the City of Sandusky (City) with this revised proposal to identify and prepare environmental permits necessary for the Barrett Road Culvert Replacement (project). RBE will provide the City with a list of federal and state environmental permits needed to complete the project, and will prepare and submit the permit applications on behalf of the City. At a minimum, RBE will complete a Nationwide Permit 3 under section 404 of the Clean Water Act (CWA) and Section 10 of the River and Harbors Act (RHA) for the project.

## **1. Background Information**

The City has plans to replace the existing 24" diameter culvert with a proposed 54" culvert and a lift station to convey stormwater runoff from the south side of Barrett Road to the north side, discharging into an existing ditch parallel to the railroad tracks. The runoff flow is directed under the railroad tracks and ultimately discharges into the Sandusky Bay.

On June 18, an Engineering Consulting Firm communicated with the Buffalo District of the Army Corps of Engineers (ACOE) and was informed that wetlands in the project area were not identified on the National Wetlands Inventory map and a Nationwide Permit (NWP) would not be required if wetlands were not identified.

On June 20, an Engineering Consulting Firm communicated with Ohio Department of Natural Resources (ODNR), and was informed that the proposed project area was in a Coastal Zone Management Area, but not in a Coastal Erosion Area. The ODNR informed an Engineering Firm that the project will not adversely affect the coast of the Sandusky Bay, subsequently, no permitting is required.

However, on June 27<sup>th</sup>, the City provided an engineering Consulting Firm with an email from Mr. Paul Wetzel of the Oak Harbor ACOE field office which stated his interpretation of the project and the permit requirements from an ACOE standpoint. Based on the information contained in Mr. Wetzel's email an Engineering Firm's revised scope of work is provided below.

## **2. Scope of Work**

RBE will prepare, a Department of the Army Permit Application (Form 4345), and associated drawings for a Nationwide Permit 3 (NWP 3 Maintenance) for the culvert replacement activities on Barrett Road and a Preconstruction Notification (PCN) in accordance with NWP, General Condition 32. RBE will support the City in preparing and obtaining an Ohio Coastal Management Program Consistency Certification Statement in accordance with NWP, General Condition 26.

RBE will notify the ACOE, Buffalo District, District Engineer, and submit the PCN, 30-days prior to the commencement of the project. RBE has identified the scope of work described below to address the required environmental permits for the project.

### **Task 0: Review Culvert Replacement Drawings**

Culverts are complex in that the upstream and downstream flows in/out of the culvert often require grading near the entrance/exit to make sure that sediment accumulation is considered. In this case it may impact and require additional mitigation. It is anticipated that a full topographic survey of the area and then the wetland mappings (if found) will be required to understand the full extent of impact to the area upstream and downstream of the culvert. RBE will review the drawings and make a composite exhibit with the topographic survey, wetlands (if any), and the proposed replacement to identify impact areas. This will be coordinated with the culvert replacement and pump station team that has previously designed the replacement.

### **Task 1: Wetland and Waterbody Survey**

RBE will complete a wetland and waterbody survey of the project area to identify aquatic resources. Wetlands and waterbodies will be identified, and where applicable, delineated in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Manual and regional supplements. Wetland boundaries will be flagged or staked at intervals of approximately 30 feet and surveyed with sub-meter accuracy GPS. Sample point transects documenting wetland vegetation, soils, and hydrology will be staked and surveyed with GPS. For waterbodies, the top of bank will be identified, flagged and surveyed as described above for wetlands. RBE will prepare a wetland and waterbody survey report and preliminary jurisdictional determination (PJD) request to the USACE and OEPA.

### **Task 2: Ohio Rapid Assessment Method (ORAM) and Qualitative Habitat Evaluation Index**

The Ohio Rapid Assessment Method for Wetlands, Version 5.0 (ORAM) will be completed for each delineated wetland as required under Appendix B-ORAM Verification Process of NWP3. Using the guidance provided in the ORAM Methodology, a wetland rating will be assigned to each wetland delineated on the project area. The ORAM dataforms and a summary of wetland ratings will be appended to the wetland and waterbody survey report.

The Ohio Qualitative Habitat Evaluation Index (QHEI) will be performed for the water course as required under Appendix C-Stream Eligibility Determination Process of NWP 3. The QHEI will be completed for the water course immediately upstream and downstream of the project area. The QHEI score will be used to confirm whether the watercourse proposed for impact is eligible for coverage under the State of Ohio 401

Water Quality Certification for Nationwide Permits or if an individual 401 WQC or director's authorization is required.

If no wetlands are identified in Task 1 then the ORAM does not need to be completed. However, the Ohio QHEI needs to be performed regardless.

### **Task 3: Nationwide Permit 3 (NWP 3 Maintenance)**

RBE will prepare a NWP 3 application Form 4345 and associated drawings showing the project area, the general project location and layout, cross-sections of the proposed replacement culvert installation, any Federal wetlands, vegetated shallows, and aquatic beds. The NWP 3 submittal will include preparation of a Compliance Statement that describes project compliance with USACE NWP 3 General and Regional Conditions, Ohio 401 Certification Special Limitations and Conditions and Ohio Coastal Zone Management Federal Consistency Determination Conditions.

### **Task 4: Preconstruction Notification (PCN)**

RBE will prepare a PCN in accordance with NWP General Condition 32, describing the proposed culvert replacement construction activities on Barrett Road. RBE will submit the PCN to the District Engineer 30 days prior to the construction commencement date.

### **Task 5: Coastal Management Permit**

The proposed project area is located within the ODNR Coastal Management area along the Sandusky Bay. RBE will support the City in preparation of a Coastal Management Program Consistency Certification Statement in accordance with NWP, General Condition 26.

### **Assumptions**

- RBE is responsible for identifying and completing environmental permits only.
- The City will be responsible to acquire applicable construction, mechanical and electrical permits for the construction and replacement of the culvert.
- The City or its construction contractor will be responsible for a Stormwater Pollution Prevention Plan (if required).
- The City is responsible for any and all dealings with the railroad owner.
- The City is responsible for any and all dealings with neighboring property owners.
- All permit application fees will be paid directly by the City.
- All necessary technical information regarding proposed design and construction methods will be provided to RBE by others and will be readily available to support permit applications.

## Fees

**Table 1. Fee Table (estimated by task)**

Task Description	Estimated Max Fee (NTE)
Task 0. Review Culvert Replacement Drawings	\$1,500
Task 1. Wetland and Waterbody Survey	\$1,000
Task 2. Wetland Rating (ORAM and QHEI)	\$5,000
Task 3. NWP 3	\$4,000
Task 4. PCN	\$2,500
Task 5. Coastal Management Permit	\$1,000
<b>TOTAL</b>	<b>\$15,000</b>

If approved by the City, RBE is ready to complete the scope of work for a fee of **\$15,000** based on a time and materials not to exceed basis.

## Schedule

RBE is available to begin this work within 10 days of receiving a purchase order or a notice to proceed from the City with terms and conditions.

Based on discussions with the City, the permits needs to be in place prior to the work commencing in January. Based on this schedule, the key deliverables would be issues by Red Barn with the following target dates:

**Table 2. Target Dates**

Task Description	Target Date
Task 0. Project Review & Permit Timeline	8/15/2019
Task 1. Wetland and Waterbody Survey	8/30/2019
Task 2. Wetland Rating (ORAM and QHEI)	8/30/2019
Task 3. NWP 3	9/30/2019
Task 4. PCN	9/30/2019
Task 5. Coastal Management Permit	9/30/2019
<b>*All permits to be filed by 9/30/2019</b>	
<b>Permit Timeline (Estimated)</b>	
<b>PCN 30-day completeness check (deadline)</b>	<b>10/1/2019</b>
<b>45-day review (max)</b>	<b>12/15/2019</b>
<b>Coastal Management Permit (120 days est.)</b>	<b>01/30/2020</b>

\*There is no guarantee of when permits will be obtained, but Red Barn has a scheduled based on the 45 day review periods for the NWP and a 120-day period for the Coastal Management Permit (to be confirmed).

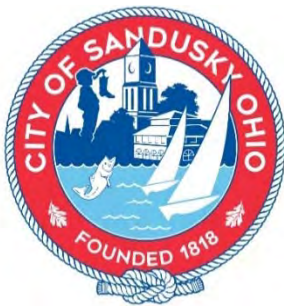
If you have any questions concerning this proposal or need additional information, please do not hesitate to contact me at (425) 375-2664 or via email at [rebekah@redbarn-engineering.com](mailto:rebekah@redbarn-engineering.com).

Sincerely,

A handwritten signature in blue ink that reads "Rebekah J. Weston". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Rebekah J. Weston, PE  
President  
Red Barn Engineering Inc.





## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E

Date: August 13, 2019

Subject: **Commission Agenda Item- Professional Design Services Agreement with The Mannik & Smith Group, Inc. (Mannik Smith Group) for the Meigs Street Reconstruction & Multi-Use Path Project, PID 105033**

**ITEM FOR CONSIDERATION:** Legislation to amend ordinance 19-114 which was for a Professional Design Services Agreement for the design of the Meigs Street Reconstruction & Multi-Use Path PID 105033 with Mannik Smith Group (MSG) of Maumee, Ohio.

**BACKGROUND INFORMATION:** This ordinance was approved on June 24th, 2019 with the overall cost of services being \$339,690.92; with FHWA funds through ODOT, covering \$316,141.57 of this. However, additional discussions with the Ohio Department of Transportation (ODOT) while getting the final contract routed concluded in them updating their newly-formatted website to provide clearer information. The adjusted numbers resulted in an actual 80/20 split with the City being responsible for the environmental portions of the project rather than ODOT completing the work in-house. The budgetary information below reflects the revised allocations; and less work required by sub-consultants, as specifically the Real Estate, surveying and geotechnical work is now reduced, resulting in a lower fee. These revisions were discussed at the Erie County Metropolitan Planning Organization meeting in July and were approved by the necessary members.

**BUDGETARY INFORMATION:** The not to exceed cost for professional design services is \$233,195. The City's share of this amount is \$46,639 (\$186,556.00 ODOT), of which \$36,639 is coming from Issue 8 Infrastructure funds and \$10,000 is coming from Issue 8 Parks and Recreation funds both from the Capital Projects Fund. This remaining portion of the project will be funded with State and Federal Highway Administration (FHWA) funds through ODOT. The total funding estimated for design services, construction and inspection costs remains capped at \$1,296,373.78. This leaves \$1,109,817.78 in ODOT funds for the construction and inspection portions of this project.

**ACTION REQUESTED:** It is recommended that an ordinance for a professional design services contract for the Mannik Smith Group for Meigs Street Reconstruction & Multi-Use Path in amount of \$233,195.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the design services and to meet the ODOT schedule deadline of having Stage 2 Plans submitted by October 30, 2020.

I concur with this recommendation:

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Eric Wobser  
City Manager

---

Aaron Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF  
FUNDS AVAILABLE**

*In the matter of:* Professional services - Meigs St Reconstruction

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky 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 in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.

  
\_\_\_\_\_  
Hank S. Solowiej, CPA  
Finance Director

8/19/19  
Date

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

**AN ORDINANCE AMENDING ORDINANCE NO. 19-114, PASSED ON JUNE 24, 2019, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDED AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH THE MANNIK & SMITH GROUP, INC., OF MAUMEE, OHIO, FOR THE MEIGS STREET RECONSTRUCTION & MULTI-USE PATH PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Meigs Street is a highly used collector roadway in poor condition and the Meigs Street Reconstruction & Multi-Use Path Project will provide for improvements between Water Street and Sycamore Line, including roadway reconstruction and associated drainage north of Washington Street, pavement mill and overlay from Washington Street to Sycamore Line, pavement marking and signing, a multi-use path, sidewalk and curb ramp repairs or replacement as needed, drive repairs, tree removals and replanting, along with landscaping, hardscaping, and benches at two (2) bus stops; and

**WHEREAS**, pursuant to Chapter 141 (Professional Design Services Selection) of the Codified Ordinances, ten (10) engineering firms submitted statements of qualifications and based on the firm's experience, ability to perform, personnel experience and overall project scope, The Mannik & Smith Group, Inc. was determined to be the most qualified; and

**WHEREAS**, Ordinance No. 19-114 stated the total cost of the professional services was \$339,690.92 of which \$316,141.57 would be paid with funds from the Federal Highway Administration (FHWA) through the Ohio Department of Transportation (ODOT) and the remaining balance of \$23,549.35 will be paid with Issue 8 funds from the Capital Projects Fund; and

**WHEREAS**, prior to the agreement being signed, the Ohio Department of Transportation (ODOT) updated their newly-formatted website which adjusted the figures to an actual 80/20 split with the City being responsible for the environmental portions of the project rather than ODOT completing the environmental services in-house; and

**WHEREAS**, as a result of the adjusted calculations, the City revised the Scope of Services to include the environmental design services and eliminating sub-consultant services, specifically the real estate, surveying and geotechnical services, therefore reducing the total cost of professional services; and

**WHEREAS**, these revisions were discussed and approved at the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) meeting in July, 2019; and

**WHEREAS**, The Mannik & Smith Group, Inc. will be providing modified professional design services for the Meigs Street Reconstruction & Multi-Use Project and these services are more fully described in the revised Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, the revised total cost of the professional design services is \$233,195.00 of which \$186,556.00 will be paid with funds from the Federal

Highway Administration (FHWA) through the Ohio Department of Transportation (ODOT) and the City's share of \$46,639.00 will be paid with Issue 8 Infrastructure Funds from the Capital Projects Fund in the amount of \$36,639.00 and Issue 8 Parks and Recreation funds from the Capital Projects Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with the design services and to meet ODOT's schedule deadline to submit Stage 2 plans by October 30, 2020; 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 hereby amends Ordinance No. 19-114 passed on June 24, 2019, authorizing and directing the City Manager to enter into a Professional Design Services agreement with The Mannik & Smith Group, Inc., of Maumee, Ohio, for the Meigs Street Reconstruction & Multi-Use Path Project (ERI-CR0505-0.00 Meigs Street, PID No. 105033), consistent with the revised proposal submitted, a copy of which is marked Exhibit "A" and attached to this Ordinance, at a revised amount **not to exceed** Two Hundred Thirty Three Thousand One Hundred Ninety Five and 00/100 Dollars (\$233,195.00).

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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 26, 2019



July 2, 2019

Aaron Klein, PE, Director of Public Works  
City of Sandusky  
222 Meigs Street  
Sandusky, OH 44870



**RE: Revised Scope and Fee – ERI-CR0505-0.00 Meigs Street | PID No. 105033**

Dear Mr. Klein:

A busy neighborhood thoroughfare, Meigs Street provides access to a number of local points of interest ranging from the Sandusky Sailing Club and Maritime Museum to municipal offices and the local police department. Therefore, improvements to this section of roadway will be very visible and appreciated by Sandusky residents. The Mannik & Smith Group, Inc., (MSG) has researched the design requirements planned for Meigs Street and the challenges that may be encountered during the design process. Working with our subconsultants, TranSystems Corporation (TranSystems) and TranSystems Real Estate Consulting, Inc. (TREC), we look forward to developing a detailed and comprehensive design for the improvements and offer the City of Sandusky the following benefits:

- ✓ **Proven Project Management** – Our Project Manager, Beth Thornton, PE, has managed and prepared roadway improvement and shared use plans for numerous municipalities. She will be managing a team of transportation engineers, environmental scientists and right-of-way professionals prequalified by the Ohio Department of Transportation (ODOT) with priority assignment to the Meigs Street project. Beth has also completed US Department of Transportation, National Highway Institute coursework in Designing for Pedestrian Safety and Bicycle Facility Design.
- ✓ **Timely Completion to Meet LPA Deadlines** – We have worked with local entities on hundreds of government-funded LPA projects and have consistently met review agency deadlines and schedules. Along with TranSystems, we hold nearly every ODOT engineering and environmental prequalification, which enables us to rely on trusted, in-house experts for immediate consultation whenever needed.
- ✓ **Familiarity with the Sandusky** – MSG has established a productive and successful working relationship with the City of Sandusky. Our ongoing community-wide assessment activities funded by the USEPA, our Abandoned Gas Station work, as well as assistance with exploring plans for a community-wide trash and recycling program demonstrate our ability to meet deadlines and effectively communicate with City leaders and other local stakeholders.

We look forward to serving the City of Sandusky on this important project. Please do not hesitate to contact us with any further questions.

MSG appreciates the opportunity to provide this proposal and looks forward to serving the City of Sandusky. Please do not hesitate to contact the undersigned if you have any questions or would like additional information.

Sincerely,

Beth A. Thornton, PE  
Project Manager

Steven R. Bergman, PE  
Principal/Vice President



1800 Indian Wood Circle, Maumee, Ohio 43537  
Tel: 906.281.3404  
www.MannikSmithGroup.com

## AGREEMENT FOR PROFESSIONAL SERVICES

MSG Proposal No.: OP190339 Revised  
Date: July 2, 2019

CLIENT:	City of Sandusky, OH		
CLIENT CONTACT:	Mr. Aaron Klein, PE		
ADDRESS:	222 Meigs St	CITY, STATE ZIP:	Sandusky, OH 44870
PHONE:	419-627-5829	EMAIL:	aklein@ci.sandusky.oh.us
PROJECT NAME:	PID 105033 SAND-Meigs St		

### BACKGROUND

The current configuration of Meigs Street between East Water Street and East Washington Street is a 36-ft wide urban corridor with an average daily traffic (ADT) of 4550 and a posted 25mph speed limit. The existing pavement surface is concrete and is in very poor condition with integral rolled curb on both sides. Roadway stormwater is conveyed through closed drainage systems with curb inlets. There is an existing 10-ft wide multi-use path with a five-ft tree lawn on the east side of the roadway and six-ft wide sidewalk and eight-ft tree lawn on the west side of the roadway. The multi-use path turns east into Battery Park near the intersection with East Market Street, and a six-ft sidewalk with an eight to 10-ft tree lawn continues south to 1<sup>st</sup> Street. From Washington Street to 1<sup>st</sup> Street, the roadway width narrows to 32-ft and the sidewalk on the west narrows to four-ft with a 10-ft tree lawn on the west side. An existing sidewalk is not present along the east side from 1<sup>st</sup> Street to Sycamore Line. Curb ramps in various conditions are present throughout the corridor, with some of the curb ramps being non-compliant with ADA standards. Existing aerial utilities run along the west side of the roadway and various underground utilities are present throughout the corridor. Battery Park and accesses to waterfront facilities are located on the east side of Meigs Street between East Water Street and East Washington Street. Two bus stops, several businesses, the City of Sandusky offices, and multiple residences are located along the corridor.

### OBJECTIVE

Our team will begin by completing a thorough survey and inventory of assets along the corridor, including intersecting street geometry and pavement surfacing, sidewalk curb ramps, driveway access, drainage, utilities, signing, existing trees, existing public facilities, and turn lanes. We will develop a staged plan of construction, which could include part-width, closure with detour, or a combination of either approach. We will pay special attention to local event scheduling, such as Ohio Bike Week in May and the Stars and Stripes Celebration on July 4, when planning staged construction to reduce impacts to the City of Sandusky and its users, especially in the Battery Park area. Additionally, we understand that similar projects within the project area are also under development and we will work with City officials and adjoining design firms to coordinate project activities, thus reducing disruption to users. We will maintain access to commercial and residential drives to the greatest extent possible.



Our drainage team will evaluate the existing drainage systems, determine their existing capacity, and make recommendations for improvement. We expect that upgrades will be necessary to accommodate the requirements of green infrastructure improvements that will be included in the tree lawns. Existing inlets will be checked for capacity and will need to be replaced or adjusted to match the new pavement surface. Construction of the wider shared use path will likely require removal of existing trees. New trees in appropriate grates and boxes can be included in the plan to replace removed trees and enhance the aesthetics of the neighborhood.



The area on Meigs Street between 1<sup>st</sup> Street and Sycamore Line does not currently have a sidewalk or shared use path on the east side of the roadway. The distance to the houses measures approximately 20 feet, which provides enough room for a 10-ft path and five-ft tree lawn, except where the street widens to accommodate a right turn taper onto 1<sup>st</sup> Street. Further examination of the Sandusky Bay Pathway project plan shows that path turning onto Garfield Avenue, crossing to the east side of Sycamore Line and continuing on the north side of 1<sup>st</sup> Street. We will coordinate with City of Sandusky staff to ensure a safe and constructible path is developed, especially in this area.

With the required environmental investigations and documentation following ODOT's environmental and NEPA process, much of the environmental effort will be completed at the screening level. The project area setting is characterized as predominately residential with some light commercial/retail. A Regulated Material Review (RMR) screening and ecological exemption are anticipated for the project. Battery Park, Sandusky Bay Pavilion, the Bayfront Corridor, an existing multi-use path, and the National Register listed Engine House No.3 are located with the project limits. A key aspect of the environmental effort will be understanding the project design impacts on these Section 4(f) recreational and cultural resources early on in the project design. By avoiding or minimizing involvement, a Section 4(f) No-Use or De Minimis determination can be achieved, resulting in a low-level C2 CE document. Chris Owen, MSG's NEPA task manager will guide the team through the environmental and Section 4(f) process and work with the design team to ensure your project's success.

## SCOPE OF WORK

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### Right of Way and Survey Development

Provide topographic survey and prepare an electronic base sheet drawing as required by the City of Sandusky for use in plan development. The survey limits are determined based on the requested boundaries provided within the Scope of Services.

#### Topo Survey Work:

- Set site control and run a bench circuit to site control points.
- Perform Topographic survey by taking cross sections every 50' throughout the survey area from E. Water Street to E. Washington Street. Existing features from E. Washington to Sycamore Line will be created from aerial imagery and field investigation.
- Pick up breaklines and Topographic features such as curbs, sidewalks, buildings, & locate trees.
- Provide a 3D basemap in Microstation, along with a Geopak surface tin file.
- City of Sandusky staff will complete Property Owner Notification.

#### Boundary Survey Work:

- Obtain property line monumentation and adequate research to determine the right of way.



- Create a basemap showing the right of way.
- It is assumed that right-of-way will not be required for this project.
- Property lines will be established using GIS data only.

**Roadway Design and Environmental Scope of the work includes:**

1. Establishing the existing centerline of right-of-way from existing records
2. Establishing existing lot lines / parcel lines from GIS data only.
3. Establish existing right-of-way lines sufficient to provide right-of-way control letter compliant with ODOT's office of real estate policy and procedures manual
4. Storm sewer design and calculations to verify existing drainage is adequate and provide outlet for proposed BMPs, including a project site plan for contractor SWPPP and post construction best management practices design. BMPs will be limited to the area between E. Water Street and E. Washington Street.
5. Geotechnical investigations. See Attached Scope of Services.
6. Provide design of improvements within the right-of-way, including roadway reconstruction and associated drainage, pavement mill and overlay, pavement marking and signing, a multi-use path, sidewalk and curb ramp repairs or replacement as needed, drive repairs, tree removals and replanting
7. Minimal landscaping, hardscaping and benches at two bus stop.
8. Provide construction cost estimates at concept level, stage reviews and final tracings
9. Provide 22x34 hardcopies (3 sets) of final construction plans only, and on electronic medium (CD or USB drive)
10. Assist city in preparation of bid documents
11. Assist the city in submittal review during construction
12. Coordinate with OUPS / utilities to show location of existing utilities in the plans. Design of relocated utilities to be by the owners, MSG will show these locations in the plans from CAD drawings from utilities for information only
13. Sanitary sewer and waterline facility work limited to adjustment of manholes, valves, and relocation of hydrants. Mainline sanitary or waterline work is not included
14. (If Authorized) Conduct a Phase I History/Architecture survey for the Area of Potential Effects – see attached.
15. (If Authorized) Regulated Materials Review (RMR) Assessment for up to two properties – see attached.

## SCHEDULE

Our team will complete milestones as designated in Ellis and shown below. Changes to the schedule may occur upon agreement by MSG and City of Sandusky staff.

Milestone	Commit Date	Actual Date	Baseline Date
Environmental Document Approved	11/27/2020		
Authorized Design Consultant	07/01/2019		
Stage 2 Plans - Submitted	10/02/2020		
Stage 2 Plans - Complete	10/30/2020		
Plan Package Received in C.O.	12/03/2021		
Sale	02/04/2022		
Award	03/04/2022		
Estimated Begin Construction	04/04/2022		
Estimated End Construction	10/28/2022		
District R/W Certification	11/19/2021		
Local Let PS&E Package to District	11/05/2021		
Environmental Re-evaluation Approval			
LPA Scope of Services Document	02/06/2019	02/06/2019	
Initial Project Scope Complete			
Project Scope Modified			
Project Owner Close Date	04/28/2023		

## ASSUMPTIONS

Our scope of work and estimated fees are based on the following assumptions:

- Permits (if required) for working in all rights of way will be provided by the city without charge,
- Confined space entry is not required for this project,
- With regard to terrain and physical accessibility, we assumed that the site is acceptable without the need for any special equipment or vehicles.
- The work will not require removal of existing fences or other features to access the site.

## PROJECT FEE

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As justified upon consideration of project specifics, MSG proposes to perform this project on a time and materials, not to exceed fee basis. The not to exceed fee basis means that the project will be charged only for effort actually expended, to a maximum of the total identified below. Fees may be below but not above the project total without prior authorization upon justification to the Client. Fees will be based upon the number of actual hours work by each employee multiplied by the employee's classification billing rate. Direct expenses will be charged to this project without any markup. Subcontractor fees will be billed at cost.

The Scope of Work for this project has been detailed above and enables MSG to estimate the work effort required to complete each task. Based upon the project scope identified above, MSG proposes to complete this project for the following amount:

### Total Time & Materials, Not to Exceed Fee

Field Survey and Aerial Mapping	\$ 14,833
Project Engineering & Design	\$ 181,272
Geotechnical Engineering	\$ 16,759
Subsurface Utility Investigation	\$ 11,031
Pre-Bid and On-Going Services (Construction)	<u>\$ 9,301</u>
<b>TOTAL (not including "If Authorized Tasks")</b>	<b>\$ 233,195</b>
If Authorized Phase I Cultural Resource History/Architecture Survey	\$ 12,980
If Authorized Regulated Materials Review Assessment	\$ 5,385
If Authorized Right of Way Plans	\$ 44,193

Our itemized fee based on ODOT's Volume 4: Consultant Fee Estimation Guidance is attached for your information.

For the purposes of fiscal control, MSG will notify you at such time as it becomes apparent that costs may exceed the estimated amount and will seek your approval to proceed. In the absence of such communication, we guarantee our costs for the above work will not exceed the total indicated above. We agree that reasonable variation to the work to be performed may be made, but reserve the right to renegotiate the above amounts should significant variation be requested.

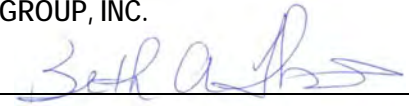
Work requested to be performed by the client beyond the Scope of Work, e.g., meetings, presentations, report copies, or other related activities beyond those described above will be charged on the same time and materials fee basis.

MSG appreciates this opportunity to provide this proposal and looks forward to support your projects. If this proposal is acceptable to you, you may signify acceptance by issuing a purchase order or a signed contract referencing the date and scope of this proposal. Should you require any additional information pertaining to the specifics of this proposal, please contact the undersigned at (614) 441-4222 Extension 1224.

**AGREEMENT:**

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described above according to the attached Terms and Conditions. No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein. In the event Client directs The Mannik & Smith Group, Inc. to proceed with the work, even if not signed below, the Terms & Conditions are considered accepted by the Client.

City of Sandusky, OH

**THE MANNIK & SMITH GROUP, INC.****SIGNED:** \_\_\_\_\_**SIGNED:** \_\_\_\_\_**PRINTED:** \_\_\_\_\_**PRINTED:** \_\_\_\_\_

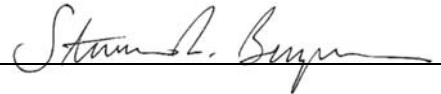
Beth A. Thornton, PE

**TITLE:** \_\_\_\_\_**TITLE:** \_\_\_\_\_

Senior Project Manager

**DATE:** \_\_\_\_\_**DATE:** \_\_\_\_\_

July 2, 2019

**SIGNED:** \_\_\_\_\_**PRINTED:** \_\_\_\_\_

Steve Bergman, PE

**TITLE:** \_\_\_\_\_

Principal/Vice President

**DATE:** \_\_\_\_\_

July 2, 2019