



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
AUGUST 8, 2022 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dennis Murray
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Murray, D. Brady, S. Poggiali, D. Waddington, B. Harris, M. Meinzer, W. Poole
APPROVAL OF MINUTES	July 25, 2022
AUDIENCE PARTICIPATION	
PUBLIC HEARING:	Milan Road Rezoning, Arin Blair, Chief Planner
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Marcus Harris, Diversity and Economic Opportunity Manager (SECOND READING)

AMENDMENT OF FIREWORKS CODIFIED ORDINANCE

Budgetary Information: There is no budgetary impact.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part Fifteen (Fire Prevention Code), Chapter 1519 (Fireworks), Section 1519.04 (Possession, Sale or Discharge Prohibited; exceptions) of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow.

ITEM B – Submitted by Mario D’Amico, Fire Chief (SECOND READING)

PERMISSION TO SELL ONAN GENERATOR

Budgetary Information: Funds received from the sale of the Onan 7.5 KW Gen Set Generator will be placed into the EMS fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of an Onan 7.5 KW Gen Set Generator as having become unnecessary and unfit for city use pursuant to Section 25 of the City Charter.

ITEM C – Submitted by Nicole Grohe, CDBG Program Administrator

ERIE COUNTY SENIOR CENTER MEALS ON WHEELS PROGRAM AGREEMENT

Budgetary Information: The City of Sandusky will award the Erie County Senior Center a total of \$46,000 for the Meals on Wheels Program for CDBG Program Year FY2022. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a subrecipient agreement with the Erie County Senior Center to assist with their Meals on Wheels Program and to expend an amount not to exceed \$46,000.00 from the FY2022 Community Development Block Grant (CDBG) Funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Nichole Grohe, CDBG Program Administrator

FATHER’S HEART FAMILY CHURCH YOUTH AFTER SCHOOL CARE PROGRAM AGREEMENT

Budgetary Information: The City of Sandusky will award Father’s Heart Church a total of \$16,000 for the After School Care Program for CDBG Program Year FY2022. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a subrecipient agreement with the Father’s Heart Family Church to assist with their Youth After School Care Program and to expend an amount not to exceed \$16,000.00 from the FY2022 Community Development Block Grant (CDBG) Funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Aaron Klein, Director of Public Works

EASEMENTS WITH STANLEY T. AND TODD M. RUNKLE FOR SANDUSKY BAY PATHWAY

Budgetary Information: The cost of the temporary easement is \$305.00, and the total cost of the permanent easement is \$24,075.00 for a total acquisition price of \$24,380.00. This will be paid from Capital Projects Issue 8 Funds. Todd Runkle asked that the payment be made directly to Stanley, his father.

- ORDINANCE NO. _____:** It is requested an ordinance be passed approving a temporary easement granted to the City by Stanley T. Runkle and Todd M. Runkle for the Sandusky Bay Pathway as part of the Landing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- ORDINANCE NO. _____:** It is requested an ordinance be passed approving a permanent easement granted to the City by Stanley T. Runkle and Todd M. Runkle for the Sandusky Bay Pathway as part of the

Landing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Aaron Klein, Director of Public Works

EASEMENTS WITH ONE PERKINS PLACE FOR SANDUSKY BAY PATHWAY

Budgetary Information: The cost of the two temporary easements is \$835.80, and the total cost of the permanent easement is \$58,864.20 for a total acquisition price of \$59,700. This will be paid from Capital Projects Issue 8 Funds.

1. **ORDINANCE NO. _____:** It is requested an ordinance be passed approving temporary easements granted to the City by One Perkins Place for the Sandusky Bay Pathway as part of the Landing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
2. **ORDINANCE NO. _____:** It is requested an ordinance be passed approving an easement granted to the City by One Perkins Place for the Sandusky Bay Pathway as part of the Landing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by Aaron Klein, Director of Public Works

EASEMENTS WITH HARBOUR HOMEOWNER'S ASSOCIATION FOR SANDUSKY BAY PATHWAY

Budgetary Information: The cost of the temporary easement is \$15.00, and the total cost of the permanent easement is \$40,885.00 for a total acquisition price of \$40,900. The City will additionally pay for attorney fees which shall not exceed \$4,000.00. These costs will be paid from Capital Projects Issue 8 Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed approving an easement agreement granting a perpetual permanent easement and temporary easement to the City by the Harbour Homeowner's Association Inc. for the Sandusky Bay Pathway as part of the Landing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM H – Submitted by Aaron Klein, Director of Public Works

EASEMENTS WITH HIDDEN HARBOUR LAGOONS ASSOCIATION FOR SANDUSKY BAY PATHWAY

Budgetary Information: The cost of the two temporary easements is \$30.00, and the total cost of the two permanent easements is \$149,970.00 for a total acquisition price of \$150,000. This will be paid from Capital Projects Issue 8 Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed approving an easement agreement granting permanent and temporary easements to the City by the Hidden Harbour Homeowner's Association D.B.A. Hidden Harbour Lagoons for the Sandusky Bay Pathway as part of the Landing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM I – Submitted by Aaron Klein, Director of Public Works

EASEMENT WITH SANDUSKY STAR LANES FOR SANDUSKY BAY PATHWAY

Budgetary Information: There will be no impact on the City's budget to accept this easement other than recording fees.

ORDINANCE NO. _____: It is requested an ordinance be passed approving a permanent easement granted to the City by the Sandusky Star Lanes Inc. for the Sandusky Bay Pathway as part of the Landing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM J – Submitted by Jane Cullen, Assistant Public Works Engineer

ACCEPTING PARCELS DONATION FROM FIRELANDS REGIONAL MEDICAL CENTER FOR HAYES AVE. PROJECT

Budgetary Information: There will be no cost for the donation of these parcels and the recording fees are included in the design contract with Carpenter Marty.

1. **ORDINANCE NO. _____:** It is requested an ordinance be passed accepting a donation of a portion of real property located at the northeast corner of Hayes Avenue and Pierce Street, Parcel No. 57-05208.000, from Firelands Regional Medical Center for public right-of-way relating to the Healthy Hayes Safety Improvements Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
2. **ORDINANCE NO. _____:** It is requested an ordinance be passed accepting a donation of a portion of real property located at the southwest corner of Hayes Avenue and Tyler Street, Parcel No. 58-60610.000, from Firelands Regional Medical Center for public right-of-way relating to the Healthy Hayes Safety Improvements Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM K – Submitted by Debi Eversole, Housing Development Specialist

LAND BANK SALE OF 438 CAMP STREET

Budgetary Information: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of these expenses from the sale and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting approximately one hundred dollars (\$100.00) per year in real estate taxes, which will increase after the land is redeveloped.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel No. 59-60589.000, and located at 438 Camp Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a

purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM L – Submitted by Debi Eversole, Housing Development Specialist

LAND BANK SALE OF 527 MCDONOUGH STREET

Budgetary Information: The cost associated with these purchase agreements is the total amount of the recording and transfer fees, survey and legal descriptions and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately one hundred fifty dollars (\$150.00) per year.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel No. 59-01204.000, and located at 527 McDonough Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of purchase and sale agreements with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM M – Submitted by Josh Snyder, Public Works Engineer

2022 SEWER LINING PROJECT FIRST AND FINAL CHANGE ORDER

Budgetary Information: This final agreement amendment is an increase of \$1,939.70, which will revise the original total contract amount of \$316,615.00 to \$318,554.70 and will be paid from the Sewer Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by United Survey, Inc., of Oakwood Village, Ohio, for the 2022 Sewer Lining Project in the amount of \$1,939.70; 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 Arin Blair, Chief Planner

REZONE SANDUSKY HOLDINGS 2609 AND 2613 MILAN ROAD

Budgetary Information: The proposed rezoning is expected to create a potential for additional income tax revenue for the city.

ORDINANCE NO. _____: It is requested an ordinance be passed amending the official zone map of the City of Sandusky to rezone Parcel Nos. 57-03542.000, 57-03541.000, 57-03374.000 and 57-00159.000 located at 2609 and 2613 Milan Road from “R1-40” single family residential district to “GB” general business district; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

ITEM 2 – Submitted by Nicole Grohe, CDBG Program Administrator

ERIE COUNTY LAND REUTILIZATION MOU AT 3201 W. MONROE STREET

Budgetary Information: There will be no impact on the budget.

ORDINANCE NO. _____: It is requested an ordinance authorizing and directing the City Manager to enter into a memorandum of understanding (MOU) with the Erie County Land Reutilization Corporation for the demolition of a structure located at 3201 W. Monroe Street, Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Jane Cullen, Assistant Public Works Engineer

AWARD CONTRACT FOR TIFFIN AVENUE 12” WATERMAIN LINING PROJECT TO FER-PAL CONSTRUCTION

Budgetary Information: The total construction cost of the project based on bids is \$374,984.00 and will be paid with Water Funds.

ORDINANCE NO. _____: It is requested an ordinance authorizing and directing the City Manager to enter into a contract with FER-PAL Construction USA, LLC., Inc. of Taylor, Michigan, for the Tiffin Avenue 12” Watermain Lining Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Aaron Klein, Director of Public Works

WPCLF LOAN APPLICATION WITH OEPA FOR MILLS STREET PROJECT

Budgetary Information: There is no budgetary impact for submitting the application.

RESOLUTION NO. _____: It is requested an ordinance authorizing and directing the City Manager to file an application with the Ohio Environmental Protection Agency (OEPA) for a loan through the Water Pollution Control Loan Fund (WPCLF) Program for the design of the Mills Street High Rate Treatment Project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Josh Snyder, Public Works Engineer

OPWC APPLICATION MILAN ROAD CONCRETE REPAIR PROJECT

Budgetary Information: There is no cost to submit the application. Notification of award would be in December 2022. If awarded, the project would be constructed beginning early in 2024, per ELLIS. If awarded, any matching funds required would be incorporated into the 2024 budget. The cost of the project is currently estimated at \$600,000. ODOT has already committed 50% (\$300,000) toward this project. The City is planning to apply for \$175,000 of OPWC funds to leverage these funds, reducing the City’s obligation to \$125,000.

RESOLUTION NO. _____: It is requested an ordinance authorizing the submission of an application by the City Manager for financial assistance and to enter into a project agreement with the Ohio Public Works Commission in order to participate in the Ohio Public Works Commission’s State Capital Improvement and/or Local Transportation Improvement Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Milan Road Concrete Repair Project ; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

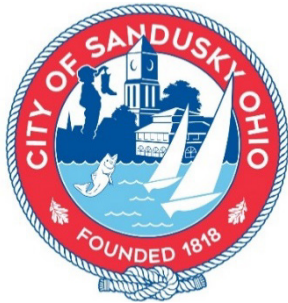
NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

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



CITY MANAGER

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

TO: Eric Wobser, City Manager
FROM: Marcus Harris, Diversity and Economic Opportunity Manager
DATE: July 15, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting to amend section 1519.04 of the City's codified ordinances to allow the use of fireworks on the nineteenth day of June until 11:59 PM.

BACKGROUND INFORMATION: On June 13th, 2022, the City Commission passed legislation to limit the authorized fireworks display days set forth in ORC section 3743.45. The nineteenth day of June or "Juneteenth" was excluded from the list and times were clarified. The oversight was brought to light by Commissioner Poole.

BUDGETARY INFORMATION: There is no budgetary impact.

ACTION REQUESTED: It is requested that the City Commission amend section 1519.04 of the City's codified ordinance clarify times, and to allow the use of fireworks on the nineteenth day of June until 11:59 PM.

Approved:

I concur with this recommendation:

Marcus Harris, Diversity and Economic
Opportunity Manager

Eric Wobser, City Manager

CC: Jared Oliver, Police Chief
Brendan Heil, Law Director
John Orzech, Assistant City Manager
Cathy Myers, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART FIFTEEN (FIRE PREVENTION CODE), CHAPTER 1519 (FIREWORKS), SECTION 1519.04 (POSSESSION, SALE OR DISCHARGE PROHIBITED; EXCEPTIONS) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, this City Commission amended Chapter 1519 (Fireworks) of the codified ordinance of the City of Sandusky to allow the discharge, ignition and explosion of fireworks on certain days and times by Ordinance No. 22-111, passed on June 13, 2022; and

WHEREAS, the proposed amendments are to clarify times and to include additional holidays; and

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

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

Section 1. Part Fifteen (Fire Prevention Code) Chapter 1519 (Fireworks) Section 1519.04 (Possession, Sale or Discharge Prohibited; Exceptions) of the Codified Ordinances of the City of Sandusky be amended as follows:

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

1519.04 POSSESSION, SALE OR DISCHARGE PROHIBITED; EXCEPTIONS.

(a) No person shall possess fireworks in this Municipality or shall possess for sale or sell fireworks in this Municipality, except a licensed manufacturer of fireworks as authorized by Ohio R.C. 3743.02 to 3743.08, a licensed wholesaler of fireworks as authorized by Ohio R.C. 3743.15 to 3743.21, any person authorized by Ohio R.C. 3743.44, any person authorized by Ohio R.C. 3743.45 in accordance with Section 1519.04(f), or a licensed exhibitor of fireworks as authorized by Ohio R.C. 3743.50 to 3743.55 and Section 1519.02 and except as provided in Section 1519.05.

(b) Except as provided in Section 1519.05 and except for licensed exhibitors of fireworks authorized to conduct a fireworks exhibition pursuant to Ohio R.C. 3743.50 to 3743.55 and Section 1519.02 and any person authorized by Ohio R.C. 3743.45 and in accordance with Section 1519.04(f), no person shall discharge, ignite or explode any fireworks in this Municipality.

(c) No person shall use in a theater or public hall, what is technically known as fireworks showers, or a mixture containing potassium chlorate and sulphur.

(d) No person shall sell fireworks of any kind to a person under eighteen years of age. No person under eighteen years of age shall enter a fireworks sales showroom unless that person is accompanied by a parent, legal guardian, or other responsible adult. No person under eighteen years of age shall touch or possess fireworks on a licensed premises without the consent of the licensee. A licensee may eject any person from a licensed premises that is in any way disruptive to the safe operation of the premises.

(e) Except as otherwise provided in Ohio R.C. 3743.44, no person, other than a licensed manufacturer, licensed wholesaler, licensed exhibitor, or shipping permit holder, shall possess 1.3 G fireworks.

(ORC 3743.65)

(f) A person in this Municipality authorized pursuant to Ohio R.C. 3743.45 to possess fireworks may discharge, ignite, or explode fireworks on private property with the authorization from the property owner only **from 4:00 PM until 11:59 PM** on the following days ~~and times~~ each year:

- (1) The first day of January**
- (2) Chinese new year's day**
- (3) The fifth day of May**
- (14) The last Monday in May ~~until 11:59PM~~, and the Saturday and Sunday immediately preceding that day**
- (5) The nineteenth day of June**
- (26) The third, fourth, and fifth days of July ~~until 11:59PM~~**
- (7) The first Friday, Saturday, and Sunday before and after the fourth day of July**
- (8) The first Monday of September, and the Saturday and Sunday immediately preceding that day;**
- (9) Diwali**
- (310) The thirty-first day of December ~~until 11:59PM~~.**

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHY MYERS
CLERK OF THE CITY COMMISSION

Passed: August 8, 2022 (effective after 30 days)



FIRE DEPARTMENT

600 West Market Street
Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Mario D'Amico III, Fire Chief

DATE: July 18, 2022

SUBJECT: Commission Agenda Item – Sale of a Onan 7.5 KW Gen Set Generator

ITEM FOR CONSIDERATION: Legislation authorizing the sale of an Onan 7.5 KW Gen Set Generator on GovDeals, an internet auction site for government entities.

BACKGROUND INFORMATION: It has been determined by the Fleet Maintenance Chief Foreman and the Fire Chief to sell the Onan 7.5 KW Gen Set Generator on GovDeals as it is unnecessary and no longer needed for City use. The generator is housed in the 2007 International Diamond Spec 7400SBA 4x2 Cabin Chassis Tractor Trailer. The trailer is owned and will be sold by the county; therefore the generator is no longer needed.

BUDGETARY INFORMATION: Funds received from the sale of the Onan 7.5 KW Gen Set Generator will be placed into the EMS Fund

ACTION REQUESTED: It is recommended that the proper legislation be prepared for the approval to sell the Onan 7.5 KW Gen Set Generator on GovDeals.

Approved:

I concur with this recommendation:

Mario D'Amico III, Fire Chief

Eric Wobser, City Manager

Cc: John Orzech, Assistant City Manager; Cathy Myers, Commission Clerk; Michelle Reeder, Finance Director; Brendan Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF AN ONAN 7.5 KW GEN SET GENERATOR AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 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, the Fleet Maintenance Chief Foreman and the Fire Chief have determined that the Onan 7.5 KW Gen Set Generator is no longer needed for City as the generator is housed in a 2007 International Diamond Tractor Trailer that is owned and to be sold by the County and are recommending the generator be declared obsolete, unnecessary and unfit for City use and be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities; and

WHEREAS, the proceeds from the sale of this generator will be placed into the EMS Fund; and

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

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

Section 1. This City Commission finds and determines that the Onan 7.5 KW Gen Set Generator described in the preamble above has become obsolete and 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 public auction, sale process, or by internet auction with the proceeds from the sale of the vehicle to be placed into the EMS 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 shall take effect at the earliest time allowed by Law.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022 (effective after 30 days)



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Nicole Grohe, CDBG Program Administrator

Date: July 27th, 2022

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2022 Community Development Block Grant (CDBG) – Erie County Senior Center Subrecipient Agreement (Meals on Wheels Program)

Item for Consideration: Legislation for the approval of the City of Sandusky Department of Community Development Subrecipient Agreement between the City of Sandusky and Erie County Senior Center for the Meals on Wheels Program.

Background Information: The Erie Senior Center was awarded \$46,000 for the CDBG FY22 Program Year to implement the Meals on Wheels Program. The FY22 Program Year runs from July 1, 2022 to June 30, 2023.

The Meals on Wheels Program delivers weekday lunch meals that abide by appropriate nutritional and program guidelines to eligible elderly community members in the City of Sandusky.

Budgetary Information: The City of Sandusky will award the Erie County Senior Center a total of \$46,000 for the Meals on Wheels Program for CDBG Program Year FY2022. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

Action Requested: It is requested that proper legislation be prepared to allow for the execution of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement to allow for the continuation of the program and to expend the funds prior to the June 15, 2023 deadline.

I concur with this recommendation:

Nicole Grohe
CDBG Program Administrator

Eric Wobser
City Manager

Jonathan Holody
Director of Community Development

cc: Eric Wobser, City Manager
Brendan Heil Law Director
Michelle Reeder, Finance Director
Cathy Meyers, Clerk of City Commission

CERTIFICATE OF FUNDS

In the Matter of: Erie County Senior Center, Meals on Wheels- CDBG Grant

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

Account #241-4447-53000

By: _____



Michelle Reeder

Finance Director

Dated: 7/19/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ERIE COUNTY SENIOR CENTER TO ASSIST WITH THEIR MEALS ON WHEELS PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$46,000.00 FROM THE FY2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, in accordance with the Agreement, the City of Sandusky will award the Erie County Senior Center a total of \$46,000.00 for the Meals on Wheels Program which provides weekday lunch meals that abide by appropriate nutritional and program guidelines to eligible elderly community members in the City of Sandusky under the rules and regulations of the Community Development Block Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement and allow the Erie County Service Center to continue this program and to expend the funds before the deadline of June 15, 2023; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with Erie County Senior Center to assist with the Meals on Wheels Program which provides weekday lunch meals to eligible elderly community members in Sandusky, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in an amount **not to exceed**

Forty Six Thousand and 00/100 Dollars (\$46,000.00) from the FY2022 Community Development Block Grant (CDBG) Funds to the Erie County Senior Center.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2022, by and between the City of Sandusky (hereinafter referred to as "City"), 240 Columbus Avenue, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Community Development, and Erie County Senior Center, (hereinafter referred to as "Subrecipient"), located at 620 East Water Street, Sandusky, Ohio 44870.

WITNESSETH THAT:

WHEREAS, pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to implement the Erie County Senior Center, Meals on Wheels Program;

WHEREAS, it is necessary that the City and the Subrecipient enter into an AGREEMENT for the implementation of said activity;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Responsibility for Grant Administration

The City, acting through the Department of Community Development, is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of Subrecipients or Contractors does not relieve the City of its responsibility. The City is also responsible for determining the adequacy of performance under Subrecipient Agreements and procurement contracts and for taking appropriate action when performance problems arise.

2. Other Program Requirements

This AGREEMENT shall require the Subrecipient to carry out each activity in compliance with all Federal laws and regulations as further described in ATTACHMENT II – Certifications and Other Regulations, which is attached hereto and made a part thereof, as if fully rewritten, except that:

- a. The Subrecipient does not assume the City's environmental responsibilities; and
- b. The Subrecipient does not assume the City's responsibility for initiating the governmental review process under Executive Order 12372.

3. Scope of Services

The Subrecipient hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing the aforementioned activity as described in ATTACHMENT I Statement of Work, which is attached hereto and made a part thereof as if fully rewritten.

The Section 3 Act of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that the Subrecipient certifies that the community development project provided for herein gives to the greatest extent feasible, priority to activities that benefit low-or moderate-income families or aids in the prevention or elimination of slums or blight.

4. Time of Performance

This AGREEMENT shall take effect as of July 1, 2022 THROUGH AND INCLUDING June 15, 2023. All invoices for reimbursement shall be submitted by June 15, 2023 to be considered for payment.

5. Compensation

The City shall compensate the Subrecipient for all expenditures made in accordance with the aforementioned service activities (See Attachment I). Compensation shall be provided on a reimbursement basis during the term of the AGREEMENT not to exceed award amount of forty-six-thousand dollars and no cents (\$46,000.00).

6. Ineligible Use of Funds

Funds are not authorized for employee food, beverages, entertainment and/or lobbying expenses.

7. Method of Payment

Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which original vouchers and other similar documentation to support payment expenses are submitted by the Subrecipient under those generally accepted accounting principles and procedures approved by Sandusky and outlined in OMB circulars A-110 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City quarterly. Documentation for final payment shall be due by June 15, 2023.**

8. Project Progress Reporting

(a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City quarterly. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period. For each period, the report will describe the status of the project with respect to each implementation task including, at a minimum, summary overview of the project status, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date and required CDBG supporting documentation (See Attachment 1). The report must also describe any significant problems encountered and/or any necessary modification of the project scope or implementation schedule.

(b) **The City will not honor claims for payment until the required Project Progress Report has been submitted to and approved by the City.**

9. Program Income

All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in OMB Circular A-110. Program income shall be retained by the Subrecipient during the project period and reported to the City with each draw request. The amount of the program income reported shall be deducted by the City for the calculations of the reimbursement. Any program income remaining in the possession of the Subrecipient, at the end of the program year, shall be returned to the City.

10. Reversion of Assets

Upon expiration of the AGREEMENT, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any account receivable attributable to the use of CDBG funds. It shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$46,000.00 is either:

- a. used to meet one of the three National Objectives of the CDBG Program until five (5) years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the City; or

- b. is disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after five years.

11. Subcontracting

None of the services covered by this AGREEMENT shall be subcontracted without the prior written approval of the City.

12. Compliance with Regulations

The Subrecipient will comply with the applicable uniform administrative requirements as described in ATTACHMENT II – Certifications and Other Regulations, which are attached hereto and made a part hereof as if fully rewritten. In addition, Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems (www.Hud.gov), is a component of supplemental program compliance regulations and are made a part hereof as if fully rewritten.

13. Faith-Based Organization

Where applicable, faith-based organizations may not use CDBG funds to support inherently religious activities such as worship or religious instruction. All eligible program beneficiaries must be served without regard to religion.

14. Proof of Status

The Subrecipient must submit upon signature of contract the following items: 1) Proof of 501(c)(3) status, 2) General Liability Insurance, 3) Directors and Officers Liability Insurance, 4) Current Form 990 or most recent audit, 5) annual budget and 6) DUNS number.

15. Liaison

The Development Manager for the City of Sandusky, is the City's liaison with the Subrecipient regarding all administrative and technical matters concerning this Contract.

16. Indemnification

- (a) The Subrecipient waives any and all claims and recourse against the City including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Subrecipient's performance under this Contract.
- (b) Further, the Subrecipient will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses, or liability arising out of the Subrecipient's performance of this Contract. In the event that the City is named as a codefendant in any action relating to activities to be performed by the Subrecipient under this Contract, the Subrecipient will notify the City of the action and will represent the City in the action unless the City undertakes to represent itself as a codefendant, in which case the City will bear its own litigation costs, expenses, and attorneys' fees.

17. Maintenance and Availability of Records

In connection with the AGREEMENT, the Subrecipient shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials and any evidence pertaining to costs incurred for five (5) years. Subrecipients may follow their own practices as long as they provide for retention for five (5) years and access for audit and public examination. If any litigation, claim or audit is started, the records shall be retained beyond five (5) years.

Such records shall be furnished and available for inspection by the Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any authorized representative, and the City. Such records shall be available at the Subrecipient's office at all reasonable times during the contract period. If a claim, investigation or litigation is pending after what is assumed to be the final payment that, in effect, cancels the final

payment date. The retention period will not begin until final settlement of the claim, investigation or litigation, as referenced in OMB Circular A-110.

18. Contract Amendment

- (a) Changes in the contract may be requested by either the City or the Subrecipient and shall be incorporated in written amendments to the AGREEMENT.
- (b) However, the City will allow an amendment by the Subrecipient only if the Subrecipient clearly demonstrates that the modification is justified and will enhance the overall impact of the original project. The City will consider each request to determine whether the modification is substantial enough to necessitate reevaluating the AGREEMENT.
- (c) If the City determines that the proposed amendment represents a budgetary item of 30% or more and/or a change within the programmatic/service scope of the plan, the City will enact a public comment period of thirty (30) days and a public hearing convened at a location convenient and accessible to citizens for final approval.
- (d) If the City determines that the proposed amendment represents a budgetary item change of less than 30% which does not change the programmatic / service scope of the plan, the Community Development Manager will have the authority to approve or deny the proposed amendment to the AGREEMENT.

19. Termination and Suspension

The City may terminate this AGREEMENT as follows:

- a. Termination Due to Noncompliance with Agreement Terms. If the City determines that the Subrecipient has failed to comply with the general terms and conditions of this AGREEMENT, the project schedule, or any special conditions, and if upon notification of the defect the Subrecipient does not remedy the deficiency within a reasonable period to be specified in the notice, the City may terminate this Agreement in whole or in part at any time before the date of completion, or temporarily withholding cash payments pending correction of the deficiency; disallow all or part of the cost of the activity and/or action not in compliance; withhold further awards; and/or take other remedies that may be legally available.
- b. The City will promptly notify the Subrecipient in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination; or
- c. Violates any provision of the Housing and Community Development Act of 1974 & 1977, as amended; or
- d. Violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of HUD has issued or shall subsequently issue during the period of the AGREEMENT; or
- e. Termination and Modification Due to Loss of Funding. If, for any reason, the federal financial resources required by the City to fund the Subrecipient's project are withdrawn from the City, the City may unilaterally terminate or modify the terms of this Contract to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available CDBG funds, compensate the Subrecipient for eligible work elements the Subrecipient has completed and for actual, necessary and eligible expenses incurred by the Subrecipient as of the revised termination date. The City will give the Subrecipient written notice of the effective date of the modification or termination of this AGREEMENT and, if a reduction in funding is required, will provide the Subrecipient with a modified project budget.

- f. **Effect of Termination.** In the event of termination due to the Subrecipient's failure to comply with the terms of this AGREEMENT, any costs incurred will be the responsibility of the Subrecipient. However, at its discretion, the City may approve requests by the Subrecipient for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended CDBG funds will be based on a consideration of the Subrecipient's extent to which the expenditure of those funds represented a good faith effort of the to comply with the terms of this AGREEMENT and on whether any failure to comply with the terms of this AGREEMENT was the result of circumstances beyond the Subrecipient's control.

20. Audit

The Subrecipient is encouraged to comply with the audit requirements set forth in OMB Circular A-133 (www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014). If the audit requirements of A-133 are not followed by the Subrecipient, the audit requirements of OMB Circular A-110 (www.whitehouse.gov/omb/circulars/a110/) must be followed.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this AGREEMENT as of the date first above written.

City of Sandusky

Subrecipient

Eric Wobser
City Manager

Erie County Senior Center

Date

Date

Brendan Heil
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I herby certify that the sum of \$46,000.00 being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

ACCOUNT NUMBER: _____
FUNDS AVAILABLE: \$ _____

Michelle Reeder
Finance Director

Date

**ATTACHMENT I
STATEMENT OF WORK**

**SCOPE OF SERVICES
PROGRAM BUDGET
CDBG SUPPORTING DOCUMENTATION
CLOSEOUT PROCEDURES**

EXHIBIT "A"

**ATTACHMENT I
STATEMENT OF WORK**

SCOPE OF SERVICES

The Scope of Services provides the foundation for grantee monitoring of the Subrecipient performance in accomplishing planned objectives.

The Erie County Senior Center Meals on Wheels Program delivers weekday lunch meals that abide by appropriate nutritional and program guidelines to eligible elderly community members in the City of Sandusky.

The scope of services outlined above and in the Erie County Senior Center application have been approved.

Program Year Quarter	Projected Outcome of Individuals Served
1	56
2	56
3	56
4	57

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$46,000.00	\$130,000.00	\$176,000.00
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Other: Administrative	\$0	\$0	\$0
Total Project Expenditures	\$46,000	\$130,000	\$176,000

EXHIBIT "A"

CDBG % of Total Budget: 26%

ATTACHMENT I STATEMENT OF WORK

CDBG SUPPORTING DOCUMENTATION FORMS

CDBG supporting documentation must also be submitted with the Progress Project Reports and the Closeout Project Report in order for the Subrecipient to be reimbursed for authorized expenditures. The supporting documentation forms include, but are not limited to the following:

To Be Submitted:

Payroll documentation for employees administering the project
Time Distribution Records
Receipts for supplies and expenditures
Copies of promotional materials, etc.

ATTACHMENT I CLOSEOUT PROCEDURES

Closeout Procedures commence once the following have occurred:

- All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- The work to be financed with CDBG has been completed, including activities financed through escrow accounts, loan guarantees, or similar mechanisms.
- The other responsibilities of the Subrecipient under its agreement with the grantee have been met, or the grantee feels that there is no further benefit in keeping the Agreement open for the purpose of securing performance.

When the City has determined that these criteria have been met, or upon the expiration or termination of the Subrecipient Agreement, the City requires the Subrecipient to provide within 45 days the final versions of all financial, performance, and other reports that were a condition of the award. The City requires the Subrecipient to liquidate all obligations incurred under the CDBG award before the submission of the final financial status report. These reports may include but are not limited to:

- A final performance or progress report.
- A financial status report (including all program income, if applicable).
- A final inventory of property in the Subrecipient's possession that was acquired or improved with CDBG funds, if applicable.
- The amount of any unused CDBG funds.
- Other provisions appropriate to any special circumstances.

Continuing Subrecipient Responsibilities

As specified in 24 CFR 84.72 and 85.51, the closeout of a CDBG award to a Subrecipient does not affect:

- The grantee's right to disallow costs and/or recover funds on the basis of a later audit or other review.
- The Subrecipient's obligation to return funds due to the grantee from subsequent refunds, corrections, or other transactions.
- The Subrecipient's responsibilities for records retention.
- The CDBG property management and disposition requirements.
- Audit requirements.

EXHIBIT "A"

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CONFLICT OF INTEREST
EQUAL OPPORTUNITY
DRUG-FREE WORKPLACE
CERTIFICATION REGARDING LOBBYING
ASSURANCES – NON-CONSTRUCTION PROGRAMS**

EXHIBIT "A"

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION CONFLICT OF INTEREST

Please read the following Conflict of Interest Statements excerpted from the Code of Federal Regulations at 24 CFR 570.611 and indicate your acceptance on the proceeding signature page.

- (a) Applicability.
- (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
- (2) In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §§ 570.203, 570.204, 570.455, or 570.703(i)).
- (b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
- (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.
- (d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirement of paragraph (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.
- (1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:
- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- (2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) (1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:
- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

I have read the attached Conflict of Interest Statements excerpted from the Code of Federal Regulations at 24 CFR 570.611, and I agree to abide by the principles embodied therein.

Erie County Senior Center

Date

EXHIBIT "A"

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
EQUAL OPPORTUNITY**

The provider agrees to comply with:

- a. Title VI of the Civil Rights Act of 1964 that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal Financial Assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement.
- b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, and in conformance with all requirements imposed by or pursuant to the Regulations of the Department of HUD (24CFR Part 570.601) issued pursuant to that Section, and in accordance with Equal Opportunity obligations of that Section, no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds.

EXHIBIT "A"

Erie County Senior Center

Date

ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION
DRUG-FREE WORKPLACE

The applicant certifies it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the grantee's policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a;
- d. Notifying the employee in the statement required by paragraph a., as a condition of employment under the grant, the employee will:
 1. abide by the terms of the statement; and
 2. notify the employer of any criminal drug statute conviction for the violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying HUD within ten (10) days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted;
 1. taking appropriate personnel action against such an employee, up to and including termination; or
 2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f) above.

Erie County Senior Center

Date

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements:

The undersigned certifies to the best of his knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a members of congress, an officer or employee of congress or an employee of a member of congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Erie County Senior Center

Date

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- (1) Has the legal authority to apply for Federal Assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application
- (2) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organization conflict of interest, or personal gain.
- (4) Will initiate and complete the work within the time frame after receipt of approval of the awarding agency.
- (5) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 48-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 CFR 900 subpart F).
- (6) Will comply with all Federal Statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin: (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex: c Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps: (d) the Age Discrimination Act of 1975), as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age: (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relative to nondiscrimination on the basis of drug abuse: (f) the Comprehensive Alcohol Abuse and Alcoholism Preventing, Treatment and Rehabilitation Act of 1972 (P.L. 091-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism: (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records: (h) Title VII of the Civil Rights Act of 1968 (52 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing: (i) any other nondiscrimination provisions in the specific statutes under which applications for Federal assistance is being made: (j) the requirements of any other nondiscrimination statutes which may apply to the application.
- (7) Will comply, or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for a fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired to projected purposes regardless of Federal participation in purchases.
- (8) Will comply, as applicable with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 374), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Regarding labor standards for federally assisted construction sub-agreements.
- (10) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition if \$10,000 or more
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy 11424: (b) notification of violating facilities pursuant to EO 11738: c protection of wetlands pursuant to EO 11990: (d) evaluation of flood hazards in flood plains in accordance with EO 11988: (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (15 U.S.C. 1451 et seq.): (f) conformity of Federal actions to State (Clear Air0 implementation Plans under Section 176c of the Clear Air Act of 1955, as amended (41 U.S.C. 7401 et seq.): (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523): and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (12) Will comply with the Wild and Scenic Rivers Act of 1964 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the nation wild and scenic rivers system.
- (13) Will assist the awarding agency is assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) EQ 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- (14) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (15) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended and 7 U.S.C. 2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- (16) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- (17) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133. Audits of Institutions of Higher Learning and other Non-profit institutions.
- (18) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Erie County Senior Center

Date



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric Wobser, City Manager

From: Nicole Grohe, Community Development Administrator

Date: July 27th, 2022

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2022 Community Development Block Grant (CDBG)– Father’s Heart Family Church Subrecipient Agreement (After School Care Program)

Item for Consideration: Legislation for the approval of a Subrecipient Agreement between the City of Sandusky and Father’s Heart Family Church for the After School Care Program.

Background Information: Father’s Heart Church was awarded \$16,000 for the CDBG FY22 Program Year to implement the After School Care Program. The FY22 Program Year runs from July 1, 2022 to June 30, 2023.

The After School Care program will provide supportive services to children during after school hours.

Budgetary Information: The City of Sandusky will award Father’s Heart Church a total of \$16,000 for the After School Care Program for CDBG Program Year FY2022. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

Action Requested: It is requested that proper legislation be prepared to allow for the execution of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement to allow Father’s Heart Family Church to be reimbursed for expenditures made for their program during the time of performance period which began on July 1, 2022, and ends on June 15, 2023.

Nicole Grohe
Community Development Program Administrator

I concur with this recommendation:

Jonathan Holody
Community Development Director

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Father's Heart Church- CDBG Grant

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

Account #241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/19/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE FATHER’S HEART FAMILY CHURCH TO ASSIST WITH THEIR YOUTH AFTER SCHOOL CARE PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$16,000.00 FROM THE FY2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, in accordance with the Agreement, the City of Sandusky will award the Father’s Heart Family Church a total of \$16,000.00 for the Youth After School Care Program which will provide care and assistance to youth after school to eligible community members in the City of Sandusky under the rules and regulations of the Community Development Block Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement and allow the Father’s Heart Family Church to implement the program and to expend the funds before the deadline of June 15, 2023; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with Father’s Heart Family Church to assist with the Youth After School Care Program for eligible community members in Sandusky, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in an amount **not to exceed** Sixteen Thousand and 00/100 Dollars (\$16,000.00) from the FY2022 Community Development Block

Grant (CDBG) Funds to the Father's Heart Family Church.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2022, by and between the City of Sandusky (hereinafter referred to as "City"), 240 Columbus Avenue, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Community Development, and Father's Heart Family Church, (hereinafter referred to as "Subrecipient"), located at 2211 Mills St. Sandusky, Ohio 44870.

WITNESSETH THAT:

WHEREAS, pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to implement the COVID Food Pantry Assistance Program;

WHEREAS, it is necessary that the City and the Subrecipient enter into an AGREEMENT for the implementation of said activity;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Responsibility for Grant Administration

The City, acting through the Department of Community Development, is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of Subrecipients or Contractors does not relieve the City of its responsibility. The City is also responsible for determining the adequacy of performance under Subrecipient Agreements and procurement contracts and for taking appropriate action when performance problems arise.

2. Other Program Requirements

This AGREEMENT shall require the Subrecipient to carry out each activity in compliance with all Federal laws and regulations as further described in ATTACHMENT II – Certifications and Other Regulations, which is attached hereto and made a part thereof, as if fully rewritten, except that:

- a. The Subrecipient does not assume the City's environmental responsibilities; and
- b. The Subrecipient does not assume the City's responsibility for initiating the governmental review process under Executive Order 12372.

3. Scope of Services

The Subrecipient hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing the aforementioned activity as described in ATTACHMENT I Statement of Work, which is attached hereto and made a part thereof as if fully rewritten.

The Section 3 Act of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that the Subrecipient certifies that the community development project provided for herein gives to the greatest extent feasible, priority to activities that benefit low-or moderate-income families or aids in the prevention or elimination of slums or blight.

4. Time of Performance

This AGREEMENT shall take effect as of July 1, 2022 THROUGH AND INCLUDING June 15, 2023. All invoices for reimbursement shall be submitted by June 15, 2023 to be considered for payment.

5. Compensation

The City shall compensate the Subrecipient for all expenditures made in accordance with the aforementioned service activities (See Attachment I). Compensation shall be provided on a reimbursement basis during the term of the AGREEMENT not to exceed award amount of sixteen-thousand dollars and no cents (\$16,000.00).

6. Ineligible Use of Funds

Funds are not authorized for employee food, beverages, entertainment and/or lobbying expenses.

7. Method of Payment

Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which original vouchers and other similar documentation to support payment expenses are submitted by the Subrecipient under those generally accepted accounting principles and procedures approved by Sandusky and outlined in OMB circulars A-110 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City quarterly. Documentation for final payment shall be due by June 15, 2023.**

8. Project Progress Reporting

(a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City quarterly. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period. For each period, the report will describe the status of the project with respect to each implementation task including, at a minimum, summary overview of the project status, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date and required CDBG supporting documentation (See Attachment 1). The report must also describe any significant problems encountered and/or any necessary modification of the project scope or implementation schedule.

(b) **The City will not honor claims for payment until the required Project Progress Report has been submitted to and approved by the City.**

9. Program Income

All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in OMB Circular A-110. Program income shall be retained by the Subrecipient during the project period and reported to the City with each draw request. The amount of the program income reported shall be deducted by the City for the calculations of the reimbursement. Any program income remaining in the possession of the Subrecipient, at the end of the program year, shall be returned to the City.

10. Reversion of Assets

Upon expiration of the AGREEMENT, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any account receivable attributable to the use of CDBG funds. It shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$16,000.00 is either:

- a. used to meet one of the three National Objectives of the CDBG Program until five (5) years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the City; or

- b. is disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after five years.

11. Subcontracting

None of the services covered by this AGREEMENT shall be subcontracted without the prior written approval of the City.

12. Compliance with Regulations

The Subrecipient will comply with the applicable uniform administrative requirements as described in ATTACHMENT II – Certifications and Other Regulations, which are attached hereto and made a part hereof as if fully rewritten. In addition, Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems (www.Hud.gov), is a component of supplemental program compliance regulations and are made a part hereof as if fully rewritten.

13. Faith-Based Organization

Where applicable, faith-based organizations may not use CDBG funds to support inherently religious activities such as worship or religious instruction. All eligible program beneficiaries must be served without regard to religion.

14. Proof of Status

The Subrecipient must submit upon signature of contract the following items: 1) Proof of 501(c)(3) status, 2) General Liability Insurance, 3) Directors and Officers Liability Insurance, 4) Current Form 990 or most recent audit, 5) annual budget and 6) DUNS number.

15. Liaison

The Development Manager for the City of Sandusky, is the City's liaison with the Subrecipient regarding all administrative and technical matters concerning this Contract.

16. Indemnification

- (a) The Subrecipient waives any and all claims and recourse against the City including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Subrecipient's performance under this Contract.
- (b) Further, the Subrecipient will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses, or liability arising out of the Subrecipient's performance of this Contract. In the event that the City is named as a codefendant in any action relating to activities to be performed by the Subrecipient under this Contract, the Subrecipient will notify the City of the action and will represent the City in the action unless the City undertakes to represent itself as a codefendant, in which case the City will bear its own litigation costs, expenses, and attorneys' fees.

17. Maintenance and Availability of Records

In connection with the AGREEMENT, the Subrecipient shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials and any evidence pertaining to costs incurred for five (5) years. Subrecipients may follow their own practices as long as they provide for retention for five (5) years and access for audit and public examination. If any litigation, claim or audit is started, the records shall be retained beyond five (5) years.

Such records shall be furnished and available for inspection by the Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any authorized representative, and the City. Such records shall be available at the Subrecipient's office at all reasonable times during the contract period. If a claim, investigation or litigation is pending after what is assumed to be the final payment that, in effect, cancels the final

payment date. The retention period will not begin until final settlement of the claim, investigation or litigation, as referenced in OMB Circular A-110.

18. Contract Amendment

- (a) Changes in the contract may be requested by either the City or the Subrecipient and shall be incorporated in written amendments to the AGREEMENT.
- (b) However, the City will allow an amendment by the Subrecipient only if the Subrecipient clearly demonstrates that the modification is justified and will enhance the overall impact of the original project. The City will consider each request to determine whether the modification is substantial enough to necessitate reevaluating the AGREEMENT.
- (c) If the City determines that the proposed amendment represents a budgetary item of 30% or more and/or a change within the programmatic/service scope of the plan, the City will enact a public comment period of thirty (30) days and a public hearing convened at a location convenient and accessible to citizens for final approval.
- (d) If the City determines that the proposed amendment represents a budgetary item change of less than 30% which does not change the programmatic / service scope of the plan, the Community Development Manager will have the authority to approve or deny the proposed amendment to the AGREEMENT.

19. Termination and Suspension

The City may terminate this AGREEMENT as follows:

- a. Termination Due to Noncompliance with Agreement Terms. If the City determines that the Subrecipient has failed to comply with the general terms and conditions of this AGREEMENT, the project schedule, or any special conditions, and if upon notification of the defect the Subrecipient does not remedy the deficiency within a reasonable period to be specified in the notice, the City may terminate this Agreement in whole or in part at any time before the date of completion, or temporarily withholding cash payments pending correction of the deficiency; disallow all or part of the cost of the activity and/or action not in compliance; withhold further awards; and/or take other remedies that may be legally available.
- b. The City will promptly notify the Subrecipient in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination; or
- c. Violates any provision of the Housing and Community Development Act of 1974 & 1977, as amended; or
- d. Violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of HUD has issued or shall subsequently issue during the period of the AGREEMENT; or
- e. Termination and Modification Due to Loss of Funding. If, for any reason, the federal financial resources required by the City to fund the Subrecipient's project are withdrawn from the City, the City may unilaterally terminate or modify the terms of this Contract to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available CDBG funds, compensate the Subrecipient for eligible work elements the Subrecipient has completed and for actual, necessary and eligible expenses incurred by the Subrecipient as of the revised termination date. The City will give the Subrecipient written notice of the effective date of the modification or termination of this AGREEMENT and, if a reduction in funding is required, will provide the Subrecipient with a modified project budget.

- f. **Effect of Termination.** In the event of termination due to the Subrecipient's failure to comply with the terms of this AGREEMENT, any costs incurred will be the responsibility of the Subrecipient. However, at its discretion, the City may approve requests by the Subrecipient for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended CDBG funds will be based on a consideration of the Subrecipient's extent to which the expenditure of those funds represented a good faith effort of the to comply with the terms of this AGREEMENT and on whether any failure to comply with the terms of this AGREEMENT was the result of circumstances beyond the Subrecipient's control.

20. Audit

The Subrecipient is encouraged to comply with the audit requirements set forth in OMB Circular A-133 (www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014). If the audit requirements of A-133 are not followed by the Subrecipient, the audit requirements of OMB Circular A-110 (www.whitehouse.gov/omb/circulars/a110/) must be followed.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this AGREEMENT as of the date first above written.

City of Sandusky

Subrecipient

Eric Wobser
City Manager

Father's Heart Church

Date

Date

Brendan Heil
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$16,000.00 being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

ACCOUNT NUMBER: _____
FUNDS AVAILABLE: \$ _____

Michelle Reeder
Finance Director

Date

**ATTACHMENT I
STATEMENT OF WORK**

**SCOPE OF SERVICES
PROGRAM BUDGET
CDBG SUPPORTING DOCUMENTATION
CLOSEOUT PROCEDURES**

EXHIBIT "A"

**ATTACHMENT I
STATEMENT OF WORK**

SCOPE OF SERVICES

The Scope of Services provides the foundation for grantee monitoring of the Subrecipient performance in accomplishing planned objectives.

The Father's Heart Church's After School Care Program in Sandusky.

The scope of services outlined above and in the Father's Heart Church's application have been approved.

Program Year Quarter	Projected Outcome of Individuals Served
1	100
2	100
3	100
4	100

EXHIBIT "A"

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$16,000	\$0	\$16,000
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Other: Administrative	\$0	\$0	\$0
Total Project Expenditures	\$16,000	\$0	\$16,000

EXHIBIT "A"

CDBG % of Total Budget: 100%

ATTACHMENT I STATEMENT OF WORK

CDBG SUPPORTING DOCUMENTATION FORMS

CDBG supporting documentation must also be submitted with the Progress Project Reports and the Closeout Project Report in order for the Subrecipient to be reimbursed for authorized expenditures. The supporting documentation forms include, but are not limited to the following:

To Be Submitted:

Payroll documentation for employees administering the project
Time Distribution Records
Receipts for supplies and expenditures
Copies of promotional materials, etc.

ATTACHMENT I CLOSEOUT PROCEDURES

Closeout Procedures commence once the following have occurred:

- All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- The work to be financed with CDBG has been completed, including activities financed through escrow accounts, loan guarantees, or similar mechanisms.
- The other responsibilities of the Subrecipient under its agreement with the grantee have been met, or the grantee feels that there is no further benefit in keeping the Agreement open for the purpose of securing performance.

When the City has determined that these criteria have been met, or upon the expiration or termination of the Subrecipient Agreement, the City requires the Subrecipient to provide within 45 days the final versions of all financial, performance, and other reports that were a condition of the award. The City requires the Subrecipient to liquidate all obligations incurred under the CDBG award before the submission of the final financial status report. These reports may include but are not limited to:

- A final performance or progress report.
- A financial status report (including all program income, if applicable).
- A final inventory of property in the Subrecipient's possession that was acquired or improved with CDBG funds, if applicable.
- The amount of any unused CDBG funds.
- Other provisions appropriate to any special circumstances.

Continuing Subrecipient Responsibilities

As specified in 24 CFR 84.72 and 85.51, the closeout of a CDBG award to a Subrecipient does not affect:

- The grantee's right to disallow costs and/or recover funds on the basis of a later audit or other review.
- The Subrecipient's obligation to return funds due to the grantee from subsequent refunds, corrections, or other transactions.
- The Subrecipient's responsibilities for records retention.
- The CDBG property management and disposition requirements.
- Audit requirements.

EXHIBIT "A"

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CONFLICT OF INTEREST
EQUAL OPPORTUNITY
DRUG-FREE WORKPLACE
CERTIFICATION REGARDING LOBBYING
ASSURANCES – NON-CONSTRUCTION PROGRAMS**

EXHIBIT "A"

ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION
CONFLICT OF INTEREST

Please read the following Conflict of Interest Statements excerpted from the Code of Federal Regulations at 24 CFR 570.611 and indicate your acceptance on the proceeding signature page.

- (a) Applicability.
- (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
- (2) In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §§ 570.203, 570.204, 570.455, or 570.703(i)).
- (b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
- (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.
- (d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirement of paragraph (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.
- (1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:
- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- (2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) (1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:
- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

I have read the attached Conflict of Interest Statements excerpted from the Code of Federal Regulations at 24 CFR 570.611, and I agree to abide by the principles embodied therein.

Father's Heart Church

Date

EXHIBIT "A"

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
EQUAL OPPORTUNITY**

The provider agrees to comply with:

- a. Title VI of the Civil Rights Act of 1964 that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal Financial Assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement.
- b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, and in conformance with all requirements imposed by or pursuant to the Regulations of the Department of HUD (24CFR Part 570.601) issued pursuant to that Section, and in accordance with Equal Opportunity obligations of that Section, no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds.

EXHIBIT "A"

Father's Heart Church _____ Date _____

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
DRUG-FREE WORKPLACE**

The applicant certifies it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the grantee's policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a;
- d. Notifying the employee in the statement required by paragraph a., as a condition of employment under the grant, the employee will:
 1. abide by the terms of the statement; and
 2. notify the employer of any criminal drug statute conviction for the violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying HUD within ten (10) days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted;
 1. taking appropriate personnel action against such an employee, up to and including termination; or
 2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f) above.

Father's Heart Family Church

Date

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements:

The undersigned certifies to the best of his knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a members of congress, an officer or employee of congress or an employee of a member of congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Father's Heart Church

Date

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

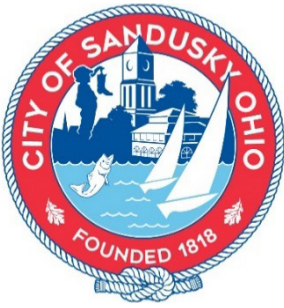
As the duly authorized representative of the applicant, I certify that the applicant:

- (1) Has the legal authority to apply for Federal Assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application
- (2) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organization conflict of interest, or personal gain.
- (4) Will initiate and complete the work within the time frame after receipt of approval of the awarding agency.
- (5) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 48-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 CFR 900 subpart F).
- (6) Will comply with all Federal Statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964(PL 88-352) which prohibits discrimination on the basis of race, color or national origin: (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex: c Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps: (d) the Age Discrimination Act of 1975), as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age: (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relative to nondiscrimination on the basis of drug abuse: (f) the Comprehensive Alcohol Abuse and Alcoholism Preventing, Treatment and Rehabilitation Act of 1972 (P.L. 091-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism: (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records: (h) Title VII of the Civil Rights Act of 1968 (52 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing: (i) any other nondiscrimination provisions in the specific statutes under which applications for Federal assistance is being made: (j) the requirements of any other nondiscrimination statutes which may apply to the application.
- (7) Will comply, or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for a fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired to projected purposes regardless of Federal participation in purchases.
- (8) Will comply, as applicable with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 374), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Regarding labor standards for federally assisted construction sub-agreements.
- (10) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition if \$10,000 or more
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy 11424: (b) notification of violating facilities pursuant to EO 11738: c protection of wetlands pursuant to EO 11990: (d) evaluation of flood hazards in flood plains in accordance with EO 11988: (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (15 U.S.C. 1451 et seq.): (f) conformity of Federal actions to State (Clear Air0 implementation Plans under Section 176c of the Clear Air Act of 1955, as amended (41 U.S.C. 7401 et seq.): (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523): and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (12) Will comply with the Wild and Scenic Rivers Act of 1964 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the nation wild and scenic rivers system.
- (13) Will assist the awarding agency is assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) EQ 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- (14) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (15) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended and 7 U.S.C. 2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- (16) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- (17) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133. Audits of Institutions of Higher Learning and other Non-profit institutions.
- (18) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Father's Heart Church

Date



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron Klein, Director of Public Works

Date: July 13, 2022

Subject: Commission Agenda Item – Easements with Stanley T. and Todd M. Runkle for Sandusky Bay Pathway

Items for Consideration: Legislation purchasing one (1) Temporary Easement and one (1) Permanent Easement from Stanley T. Runkle and Todd M. Runkle for construction of portions of the Sandusky Bay Pathway as part of The Landing project.

Background Information: Per ordinance 18-127, the City contracted with Environmental Design Group (EDG) to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of The Landing project, which included sections of the Sandusky Bay Pathway. After preferred alignment alternatives were approved, EDG and their subconsultant OR Colan & Associates (ORC) have worked with landowners on acquisition services. The property outlined in yellow below is owned by Stanley and Todd Runkle. See the exhibit attached to the Ordinance for an exact layout on this parcel (PPN 57-01729.000). The permanent easement totals 0.1028 acres and the temporary easement totals 0.0352 acres. Total acquisition is approximately 0.1380 acres.



Budgetary Information: The cost of the temporary easement is \$305.00, and the total cost of the permanent easement is \$24,075.00 for a total acquisition price of \$24,380.00. This will be paid from Capital Projects Issue 8 Funds. Todd Runkle asked that the payment be made directly to Stanley, his father.

Action Requested: It is requested that the proper legislation be prepared to allow the City to purchase a temporary easement and a permanent easement from Stanley T. Runkle and Todd M. Runkle for a total amount of \$24,380.00, and that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to allow the consultant to proceed with finalizing plans and permits for The Landing.

I concur with this recommendation:

Eric L. Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Runkle Easements- Sandusky Bay Pathway

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

Account #431-6201-53000

By: _____



Michelle Reeder

Finance Director

Dated: 7/12/2022

ORDINANCE NO. _____

AN ORDINANCE APPROVING A TEMPORARY EASEMENT GRANTED TO THE CITY BY STANLEY T. RUNKLE AND TODD M. RUNKLE FOR THE SANDUSKY BAY PATHWAY AS PART OF THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, Stanley T. Runkle and Todd M. Runkle are the owners of property located at 2121 Cleveland Road, Parcel No. 57-01729.000, and have granted the City a Temporary Easement necessary for the Sandusky Bay Pathway as part of The Landing Project; and

WHEREAS, the cost of the temporary easement is \$305.00 and will be paid with Issue 8 Capital Projects Funds; and

WHEREAS, approval for a permanent easement from Stanley T. Runkle and Todd M. Runkle for the Sandusky Bay Pathway as part of The Landing Project is being requested in companion legislation; 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 finalizing plans and permits for The Landing; and

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

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

Section 1. This City Commission approves a Temporary Easement granted to the City by Stanley T. Runkle and Todd M. Runkle for the purpose of utilizing for the construction of portions of the Sandusky Bay Pathway as part of The Landing Project, a copy of which is attached and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

TEMPORARY EASEMENT

Stanley T. Runkle, Married and Todd M. Runkle, Married, the Grantor(s), in consideration of the sum of \$305.00, to be paid by City of Sandusky, an Ohio municipal corporation, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

EXHIBIT "1"

PARCEL(S): 57-01729.000-T

City of Sandusky - Landing Park Pathway Project

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-01729.000

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

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

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

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment and construction of a public pathway.

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

IN WITNESS WHEREOF Stanley T. Runkle and Sandra S. Runkle have hereunto set their hands on the 21st day of June, 2022.

Stanley T. Runkle
Stanley T. Runkle

Sandra S. Runkle
Sandra S. Runkle

EXHIBIT "1"

STATE OF OHIO, COUNTY OF ERIE SS:

The foregoing instrument was acknowledged before me this 21st day of June 2022 by Stanley T. Runkle and Sandra S. Runkle. No oath or affirmation was administered to either Stanley T. Runkle and Sandra S. Runkle with regard to the notarial act.



Stephanie Garner
NOTARY PUBLIC

My Commission expires: July 15 2024

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

IN WITNESS WHEREOF Todd M. Runkle and Deeana R. Runkle have hereunto set their hands on the 21st day of June, 2022.

Todd M. Runkle
Todd M. Runkle

Deeana Runkle
Deeana R. Runkle

STATE OF OHIO, COUNTY OF ERIE SS:

EXHIBIT "1"
The foregoing instrument was acknowledged before me this 21st day of June 2022 by Todd M. Runkle and Deeana R. Runkle. No oath or affirmation was administered to either Todd M. Runkle and Deeana R. Runkle with regard to the notarial act.



Stephanie Spurner
NOTARY PUBLIC

My Commission expires: July 15 2024

This document was prepared by or for the City of Sandusky on forms approved by the Ohio Attorney General's Office.



Exhibit A

May 10, 2022

CITY OF SANDUSKY
PPN 57-01729.000 TEMPORARY EASEMENT No. 1

gsc

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Original Lot 4 in Darling's Survey East of Sycamore Line, and also being part of those lands conveyed to Stanley T. & Todd M. Runkle by deed with reception number 201802788 of Erie County Records and being more fully described as follows:

Commencing at the northeasterly corner of said parcel number 57-01729.000, said point being on the south line of Remington Ave (35' R/W)

1. Thence S 46° 51' 05" E along the easterly line of said PPN 57-01729.000, 143.21 feet to the southeasterly corner of the Grantor;
2. Thence S 30° 01' 27" W along the southerly line of the Grantor, 38.72 feet to the True Place of Beginning for the area intended to be described herein;
3. Thence S 30° 01' 27" W along the southerly line of the Grantor, 17.62 feet to a point;
4. Thence northwesterly 51.76 feet and along the arc of a curve deflecting to the left having a radius of 945.00 feet and a chord of 51.75 feet that bears N 54° 15' 38" W to a point;
5. Thence N 30° 01' 27" W, 20.05 feet to a point;
6. Thence northwesterly 102.40 feet and along the arc of a curve deflecting to the left having a radius of 965.00 feet and a chord of 102.35 feet that bears N 58° 57' 20" W to the grantor's north line;
7. Thence N 40° 56' 20" E along the Grantor's north line, 10.26 feet to a point;
8. Thence southeasterly 152.19 feet and along the arc of a curve deflecting to the right having a radius of 975.00 feet and a chord of 152.04 feet that bears S 57° 23' 19" E to the True Place of Beginning for the easement area intended to be described herein containing 0.0352 acres more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-01729.000



May 10, 2022

CITY OF SANDUSKY
PPN 57-01729.000 TEMPORARY EASEMENT No. 1

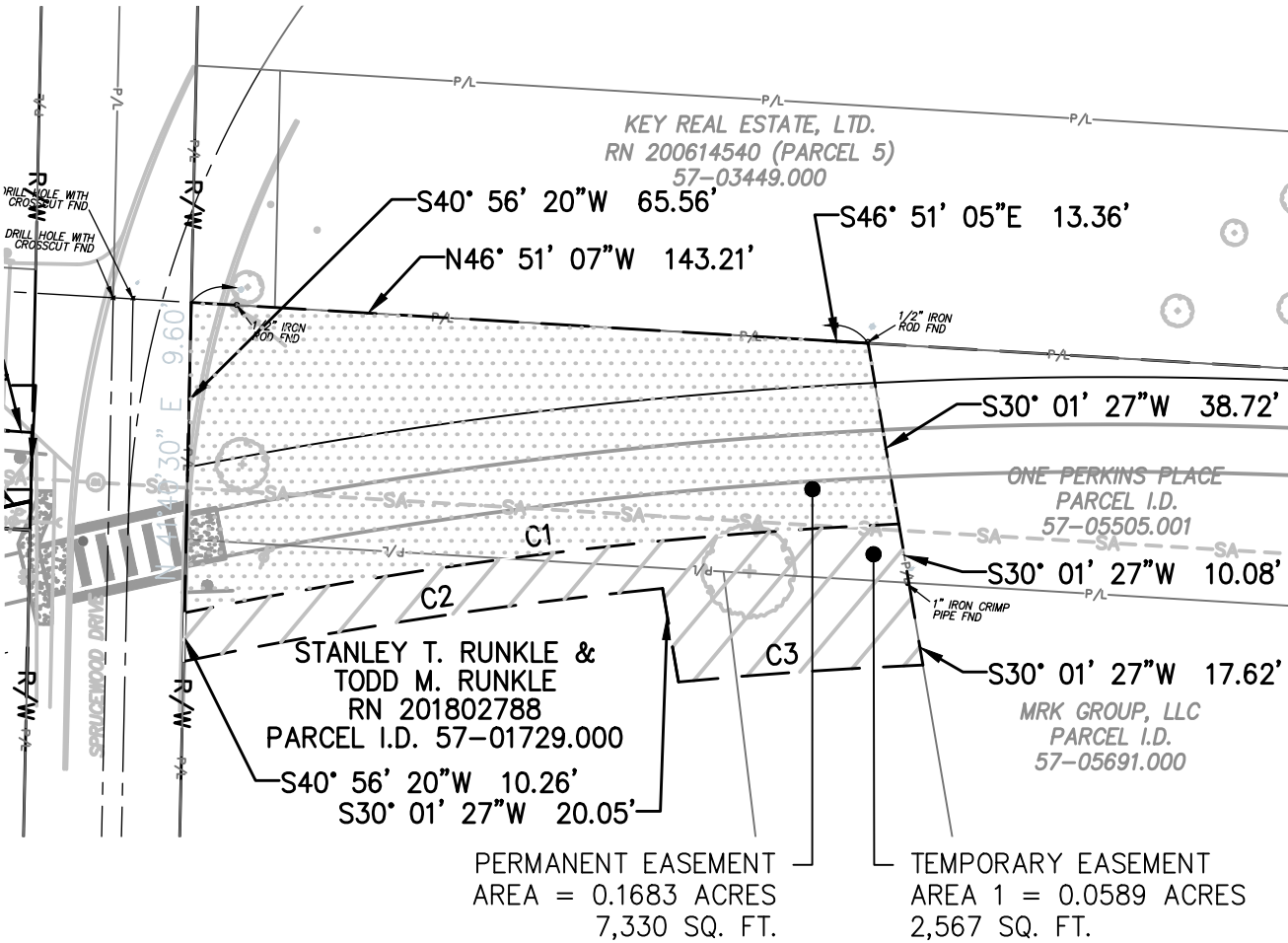
Robert J. Warner
Robert J. Warner, P.S. 6931


5-10-2022




EXHIBIT "1"

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	152.19'	975.00'	008°56'37"	S57° 23' 19"E	152.04'
C2	102.40'	965.00'	006°04'47"	S58° 57' 20"E	102.35'
C3	51.76'	945.00'	003°08'17"	S54° 15' 38"E	51.75'





ENVDESIGNGROUP.COM



PROJ. NO.: 16-0259-050

DRAWN: HD

CHECK: AT

DATE: 07-06-2022

REV:

CITY OF SANDUSKY – LANDING PARK
RUNKLE EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PERMANENT EASEMENT GRANTED TO THE CITY BY STANLEY T. RUNKLE AND TODD M. RUNKLE FOR THE SANDUSKY BAY PATHWAY AS PART OF THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, Stanley T. Runkle and Todd M. Runkle are the owners of property located at 2121 Cleveland Road, Parcel No. 57-01729.000, and have granted the City a permanent easement necessary for the Sandusky Bay Pathway as part of The Landing Project; and

WHEREAS, the cost of the permanent easement is \$24,075.00 and will be paid with Issue 8 Capital Projects Funds; and

WHEREAS, approval for a temporary easement from Stanley T. Runkle and Todd M. Runkle for the Sandusky Bay Pathway as part of The Landing Project is being requested in companion legislation; 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 finalizing plans and permits for The Landing; and

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

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

Section 1. This City Commission approves a Permanent Easement granted to the City by Stanley T. Runkle and Todd M. Runkle for the purpose of utilizing for the Sandusky Bay Pathway as part of The Landing Project, a copy of which is attached and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the acquisition of property for the Sandusky Bay Pathway as part of The Landing Project in Sandusky to Stanley T. Runkle and Todd M. Runkle in an amount **not to exceed** Twenty Four Thousand Seventy Five and 00/100 Dollars (\$24,075.00) pursuant to the Easement 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 reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

EASEMENT

Stanley T. Runkle, Married and Todd M. Runkle, Married, the Grantor(s), in consideration of the sum of \$24,075.00, to be paid by City of Sandusky, an Ohio municipal corporation, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 57-01729.000 - PE
City of Sandusky - Landing Park Pathway Project

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-01729.000

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

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction and maintenance of a public pathway.

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

IN WITNESS WHEREOF Stanley T. Runkle and Sandra S. Runkle have hereunto set their hands on the 21st day of June, 2022.

Stanley T. Runkle
Stanley T. Runkle

Sandra S. Runkle
Sandra S. Runkle

STATE OF OHIO, COUNTY OF ERIE SS:

The foregoing instrument was acknowledged before me this 21st day of June 2022 by Stanley T. Runkle and Sandra S. Runkle. No oath or affirmation was administered to either Stanley T. Runkle and Sandra S. Runkle with regard to the notarial act.



Stephanie Garner

NOTARY PUBLIC

My Commission expires: July 15 2024

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

IN WITNESS WHEREOF Todd M. Runkle and Deeana R. Runkle have hereunto set their hands on the 21st day of June, 2022.


Todd M. Runkle
Todd M. Runkle

Dee Ann Runkle
Deeana R. Runkle

STATE OF OHIO, COUNTY OF ERIE SS:

The foregoing instrument was acknowledged before me this 21st day of June 2022 by Todd M. Runkle and Deeana R. Runkle. No oath or affirmation was administered to either Todd M. Runkle and Deeana R. Runkle with regard to the notarial act.

Sophia Spomer
NOTARY PUBLIC
My Commission expires: July 15 2024



This document was prepared by or for the City of Sandusky on forms approved by the Ohio Attorney General's Office.



Exhibit A

May 20, 2022

CITY OF SANDUSKY
PPN 57-01729.000 PERMANENT EASEMENT

g2a

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Original Lot 4 in Darling's Survey East of Sycamore Line, and also being part of those lands conveyed to Stanley T. & Todd M. Runkle by deed with reception number 201802788 of Erie County Records and being more fully described as follows:

Commencing at the northeasterly corner of said parcel number 57-01729.000, said point being on the south line of Remington Ave (35' R/W)

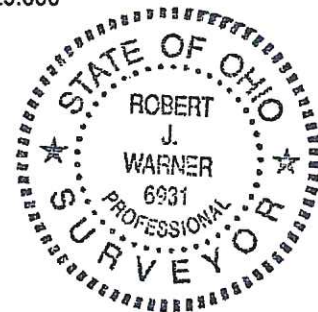
1. Thence S 46° 51' 05" E along the easterly line of said PPN 57-01729.000, 143.21 feet to the southeasterly corner of the Grantor;
2. Thence S 30° 01' 27" W along the southerly line of the Grantor, 8.50 feet to the True Place of Beginning for the area intended to be described herein;
3. Thence S 30° 01' 27" W along the southerly line of the Grantor, 30.22 feet to a point;
4. Thence northwesterly 152.19 feet and along the arc of a curve deflecting to the left having a radius of 975.00 feet and a chord of 152.04 feet that bears N 57° 23' 19" W to the Grantor's north line;
5. Thence N 40° 56' 20" E along the Grantor's north line, 30.74 feet to a point;
6. Thence southeasterly 146.35 feet and along the arc of a curve deflecting to the right having a radius of 1005.00 feet and a chord of 146.22 feet that bears S 57° 18' 01" E to the True Place of Beginning for the easement area intended to be described herein containing 0.1028 acres more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-01729.000

Robert J. Warner
Robert J. Warner, P.S. 6931

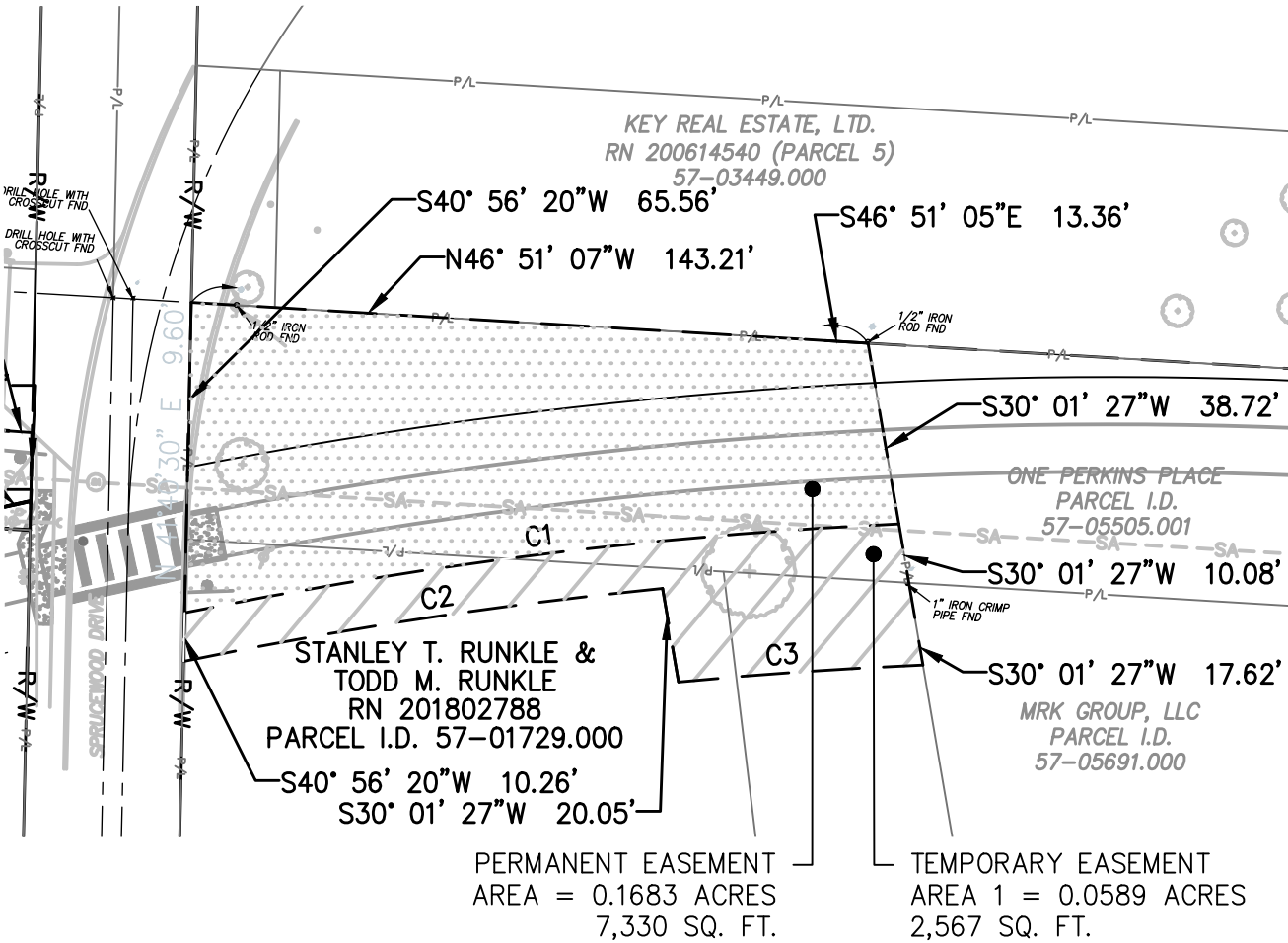
5-20-2022



The community impact people.

Page 1 of 1

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	152.19'	975.00'	008°56'37"	S57° 23' 19"E	152.04'
C2	102.40'	965.00'	006°04'47"	S58° 57' 20"E	102.35'
C3	51.76'	945.00'	003°08'17"	S54° 15' 38"E	51.75'



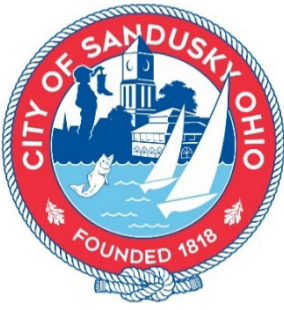


Environmental
Design Group
ENVDESIGNGROUP.COM



PROJ. NO.: 16-0259-050
DRAWN: HD
CHECK: AT
DATE: 07-06-2022
REV:

CITY OF SANDUSKY – LANDING PARK
RUNKLE EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron Klein, Director of Public Works

Date: July 13, 2022

Subject: Commission Agenda Item – Easements with One Perkins Place for Sandusky Bay Pathway

Items for Consideration: Legislation purchasing two (2) Temporary Easements and one (1) Permanent Easement from One Perkins Place for construction of portions of the Sandusky Bay Pathway as part of The Landing project.

Background Information: Per ordinance 18-127, the City contracted with Environmental Design Group (EDG) to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of The Landing project, which included sections of the Sandusky Bay Pathway. After preferred alignment alternatives were approved, EDG and their subconsultant OR Colan & Associates (ORC) have worked with landowners on acquisition services. The property outlined in yellow below is owned by One Perkins Place, an Ohio General Partnership, who also owns the plaza just to the south of it on Cleveland Road. See the exhibit attached to the Ordinance for an exact layout on this parcel (PPN 57-05505.001). The one permanent easement totals 0.4587 acres and the two temporary easements total 0.3057 acres. Total acquisition is approximately 0.7644 acres.



Budgetary Information: The cost of the two temporary easements is \$835.80, and the total cost of the permanent easement is \$58,864.20 for a total acquisition price of \$59,700. This will be paid from Capital Projects Issue 8 Funds.

Action Requested: It is requested that the proper legislation be prepared to allow the City to purchase two temporary easements and one permanent easement from One Perkins Place, an Ohio General Partnership for a total amount of \$59,700.00, and that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to allow the consultant to proceed with finalizing plans and permits for The Landing.

I concur with this recommendation:

Eric L. Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: One Perkins Place- Sandusky Bay Pathway

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

Account #431-6201-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/12/2022

ORDINANCE NO. _____

AN ORDINANCE APPROVING TEMPORARY EASEMENTS GRANTED TO THE CITY BY ONE PERKINS PLACE FOR THE SANDUSKY BAY PATHWAY AS PART OF THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, One Perkins Place is the owner of property located at 2055 Cleveland Road, Parcel No. 57-05505.001, and has granted the City a two (2) temporary easements necessary for the Sandusky Bay Pathway as part of The Landing Project; and

WHEREAS, the cost of the temporary easements is \$835.80 and will be paid with Issue 8 Capital Projects Funds; and

WHEREAS, approval for a permanent easement from One Perkins Place for the Sandusky Bay Pathway as part of The Landing Project is being requested in companion legislation; 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 finalizing plans and permits for The Landing; and

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

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

Section 1. This City Commission approves the Temporary Easements granted to the City by One Perkins Place for the purpose of utilizing for the Sandusky Bay Pathway as part of The Landing Project, a copy of which is attached and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein.

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

for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

LPA RE 807
Rev. 10/2017

TE
LPA

TEMPORARY EASEMENT

One Perkins Place, an Ohio General Partnership AKA One Perkins Place, an Ohio registered partnership, the Grantor(s), in consideration of the sum \$835.80, to be paid by City of Sandusky, an Ohio municipal corporation, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 57-05505.001 -T1,T2

City of Sandusky - Landing Park Pathway Project

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-05505.001

Prior Instrument Reference: Instrument No. 200213212, Erie County Recorder's Office.

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

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

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment and construction of a public pathway.

In Witness Whereof One Perkins Place, an Ohio General Partnership AKA One Perkins Place, an Ohio registered partnership has caused its name to be subscribed by Daniel J. Schiefley, its Managing Member, and its duly authorized agent on the 20th day of June, 2022.

One Perkins Place, an Ohio General Partnership AKA
One Perkins Place, an Ohio registered partnership

By: Daniel J. Schiefley
Title: Managing Partner/Member

State of Ohio, County Of Erie ss:

Be It Remembered, that on the 20th day of June, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Daniel J. Schiefley who acknowledged being the Managing Member and duly authorized agent of One Perkins Place, an Ohio General Partnership AKA One Perkins Place, an Ohio registered partnership, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Daniel J. Schiefley, its Managing Member, and duly authorized agent of One Perkins Place, an Ohio General Partnership AKA One Perkins Place, an Ohio registered partnership, with regard to the notarial act.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Margaret A. Hershiser

Notary Public

My Commission expires:



MARGARET A. HERSHISER
Notary Public, State of Ohio
My Commission Expires 2/21/2027

This document was prepared by or for the City of Sandusky on forms approved by the Ohio Attorney General's Office.



Exhibit A

May 10, 2022

CITY OF SANDUSKY
PPN 57-05505.001 TEMPORARY EASEMENT No. 1

QSA

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Original Lot 4 in Darling's Survey East of Sycamore Line, and also being part of those lands conveyed to One Perkins Place by deed with reception number 200614540 of Erie County Records and being more fully described as follows:

Commencing at the northeasterly corner of parcel number 57-01729.000 as described in deed to Stanley & Todd Runkle as recorded with reception number 201802788 of Erie County records, said point being on the south line of Remington Ave (35' R/W)

1. Thence S 46° 51' 05" E along the easterly line of said PPN 57-01729.000, 143.21 feet to the northeasterly corner of PPN 57-05505.001 and the Grantor's northeast corner;
2. Thence S 30° 01' 27" W along the northerly line of the Grantor, 48.80 feet to the northwest corner of the Grantor and the True Place of beginning for the area intended to be described herein;
3. Thence N 30° 01' 27" E along the northerly line of the Grantor, 10.08 feet to a point;
4. Thence southeasterly 213.24 feet and along the arc of a curve deflecting to the right having a radius of 975.00 feet and a chord of 212.82 feet that bears S 46° 39' 04" E to a point;
5. Thence southeasterly 341.94 feet and along the arc of a curve deflecting to the left having a radius of 1515.00 feet and a chord of 341.21 feet that bears S 46° 51' 05" W to a point;
6. Thence southeasterly 110.84 feet and along the arc of a curve deflecting to the right having a radius of 985.00 feet and a chord of 110.79 feet that bears S 50° 05' 37" E to the Grantor's southerly line;
7. Thence S 29° 57' 46" W along the Grantor's southerly line, 10.27 feet to the southwesterly corner thereof;
8. Thence N 46° 51' 07" W along the westerly line of the Grantor, 665.95 feet to the True Place of Beginning for the easement area intended to be described herein containing 0.1576 acres more or less.



May 10, 2022

CITY OF SANDUSKY
PPN 57-05505.001 TEMPORARY EASEMENT No. 1

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05505.001

Robert J. Warner 5-10-2022
Robert J. Warner, P.S. 6931

EXHIBIT

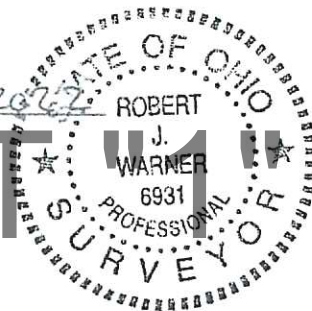




Exhibit A

May 10, 2022

CITY OF SANDUSKY
PPN 57-05505.001 TEMPORARY EASEMENT No. 2

QSA

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Original Lot 4 in Darling's Survey East of Sycamore Line, and also being part of those lands conveyed to One Perkins Place by deed with reception number 200614540 of Erie County Records and being more fully described as follows:

Commencing at the northeasterly corner of parcel number 57-01729.000 as described in deed to Stanley & Todd Runkle as recorded with reception number 201802788 of Erie County records, said point being on the south line of Remington Ave (35' R/W)

1. Thence S 46° 51' 05" E along the easterly line of said PPN 57-01729.000, 143.21 feet to the northeasterly corner of PPN 57-05505.001 and the Grantor's northeast corner and the True Place of Beginning for the Area intended to be described herein;
2. Thence S 46° 51' 05" E along the easterly line of the Grantor, 665.89 feet the southeasterly line therein;
3. Thence S 29° 57' 46" W along the Grantor's southerly line, 2.28 feet to a point;
4. Thence northwesterly 107.21 feet and along the arc of a curve deflecting to the left having a radius of 1015.00 feet and a chord of 107.16 feet that bears N 50° 17' 29" W to a point;
5. Thence northwesterly 335.17 feet and along the arc of a curve deflecting to the right having a radius of 1485.00 feet and a chord of 334.46 feet that bears N 46° 51' 05" W to a point;
6. Thence northwesterly 223.52 feet and along the arc of a curve deflecting to the left having a radius of 1005.00 feet and a chord of 223.06 feet that bears N 46° 45' 25" W to the Grantor's northerly line;
7. Thence N 30° 01' 27" E along the Grantor's northerly line, 8.50 feet to the True Place of Beginning for the easement area intended to be described herein containing 0.1481 acres more or less.



May 10, 2022

CITY OF SANDUSKY
PPN 57-05505.001 TEMPORARY EASEMENT No. 2

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05505.001

Robert J. Warner 5-10-22
Robert J. Warner, P.S. 6931

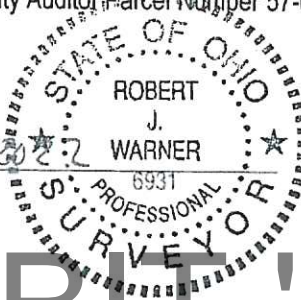
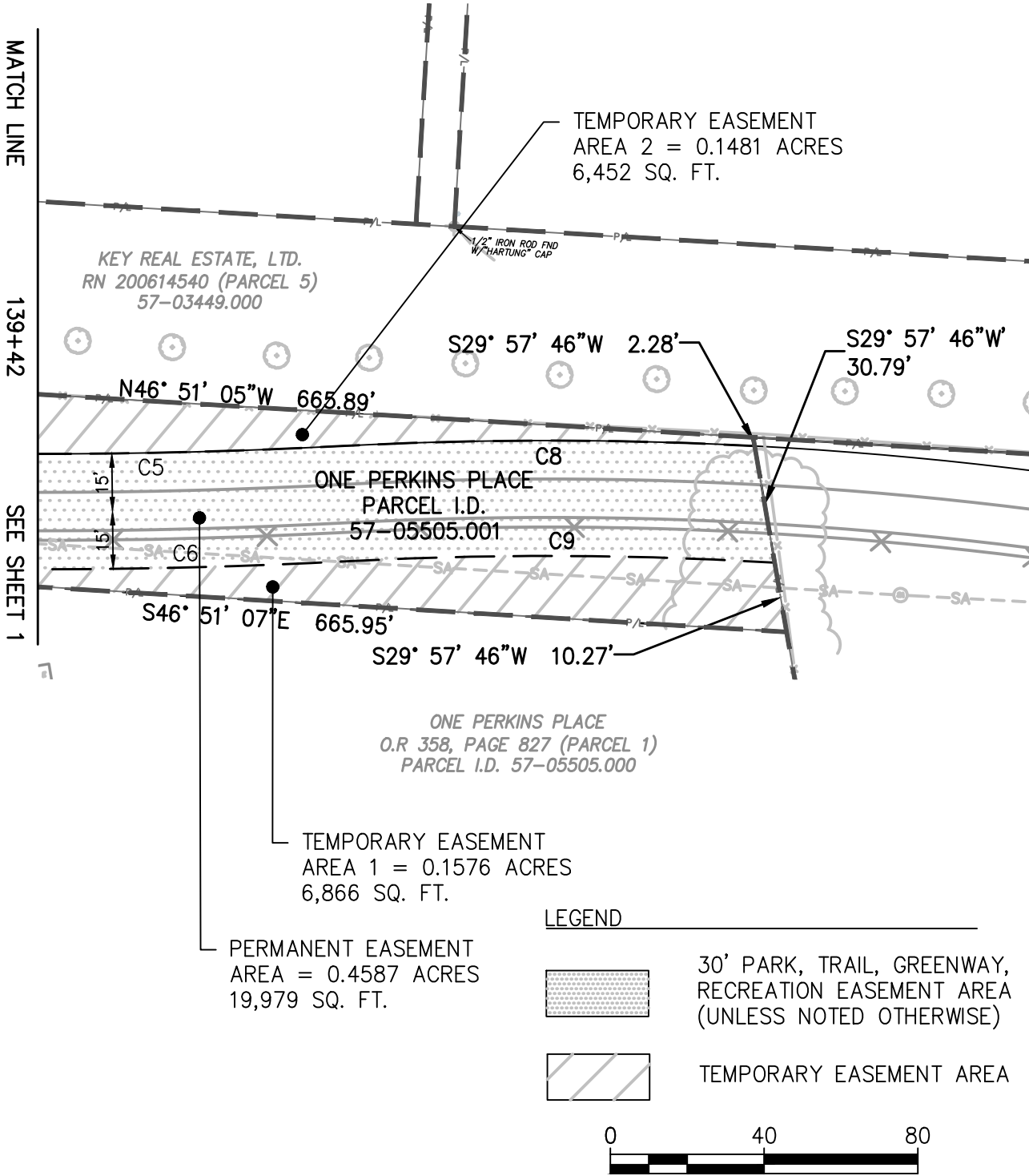


EXHIBIT "1"

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	223.52'	1005.00'	012°44'35"	S46° 45' 25"E	223.06'
C2	213.24'	975.00'	012°31'52"	S46° 39' 04"E	212.82'
C5	335.17'	1485.00'	012°55'55"	S46° 51' 05"E	334.46'
C6	341.94'	1515.00'	012°55'55"	S46° 51' 05"E	341.21'
C8	107.21'	1015.00'	006°03'06"	S50° 17' 29"E	107.16'
C9	110.84'	985.00'	006°26'52"	S50° 05' 37"E	110.79'





ENVDESIGNGROUP.COM



PROJ. NO.: 16-0259-050
DRAWN: HD
CHECK: AT
DATE: 10-27-2020
REV:

CITY OF SANDUSKY – LANDING PARK
ONE PERKINS PLACE EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EASEMENT GRANTED TO THE CITY BY ONE PERKINS PLACE FOR THE SANDUSKY BAY PATHWAY AS PART OF THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, One Perkins Place is the owner of property located at 2055 Cleveland Road, Parcel No. 57-05505.001, and has granted the City a permanent easement necessary for the Sandusky Bay Pathway as part of The Landing Project; and

WHEREAS, the cost of the permanent easement is \$58,864.20 and will be paid with Issue 8 Capital Projects Funds; and

WHEREAS, approval for two (2) temporary easements from One Perkins Place for the Sandusky Bay Pathway as part of The Landing Project is being requested in companion legislation; 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 finalizing plans and permits for The Landing; and

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

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

Section 1. This City Commission approves a Permanent Easement granted to the City by One Perkins Place for the purpose of utilizing for the Sandusky Bay Pathway as part of The Landing Project, a copy of which is attached and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager and/or Finance Director are authorized and

directed to expend funds for the acquisition of property for the Sandusky Bay Pathway as part of The Landing Project in Sandusky to One Perkins Place in an amount **not to exceed** Fifty Eight Thousand Eight Hundred Sixty Four and 20/100 Dollars (\$58,864.20) pursuant to the Easement 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 reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

EASEMENT

One Perkins Place, an Ohio General Partnership AKA One Perkins Place, an Ohio registered partnership, the Grantor(s), in consideration of the sum of \$58,864.20, to be paid by City of Sandusky, an Ohio municipal corporation, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 57-05505.001 - PE

City of Sandusky - Landing Park Pathway Project

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-05505.001

Prior Instrument Reference: Instrument No. 200213212, Erie County Recorder's Office.

Grantor(s), for itself and its successors and assigns, covenant(s) with the Grantee, its successors and assigns, that it is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction and maintenance of a public pathway.

In Witness Whereof One Perkins Place, an Ohio General Partnership AKA One Perkins Place, an Ohio registered partnership has caused its name to be subscribed by Daniel J. Schiefley, its Managing Member, and its duly authorized agent on the 20th day of June, 2022.

One Perkins Place, an Ohio General Partnership AKA
One Perkins Place, an Ohio registered partnership

By: Daniel J. Schiefley
Title: Managing Partner/Member

State of Ohio, County Of Erie ss:

Be It Remembered, that on the 20th day of June, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Daniel J. Schiefley who acknowledged being the Managing Member and duly authorized agent of One Perkins Place, an Ohio General Partnership AKA One Perkins Place, an Ohio registered partnership, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Daniel J. Schiefley, its Managing Member, and duly authorized agent of One Perkins Place, an Ohio General Partnership AKA One Perkins Place, an Ohio registered partnership, with regard to the notarial act.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Margaret A. Hershiser

Notary Public

My Commission expires: _____



MARGARET A. HERSHISER
Notary Public, State of Ohio
My Commission Expires 2/21/2027

This document was prepared by or for the City of Sandusky on forms approved by the Ohio Attorney General's Office.



Exhibit A

May 23, 2022

CITY OF SANDUSKY
PPN 57-05505.001 PERMANENT EASEMENT

gsc

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Original Lot 4 in Darling's Survey East of Sycamore Line, and also being part of those lands conveyed to One Perkins Place by deed in with reception number 200614540, parcel 5, of Erie County Records and being more fully described as follows:

Commencing at the northeasterly corner of parcel number 57-01729.000 as described in deed to Stanley & Todd Runkle as recorded with reception number 201802788 of Erie County records, said point being on the south line of Remington Ave (35' R/W)

1. Thence S 46° 51' 05" E along the easterly line of said PPN 57-01729.000, 143.21 feet to the northeasterly corner of PPN 57-05505.001 and the Grantor's northeast corner;
2. Thence S 30° 01' 27" W along the northerly line of the Grantor, 8.50 feet to the True Place of beginning for the area intended to be described herein;
3. Thence southeasterly 223.52 feet and along the arc of a curve deflecting to the right having a radius of 1005.00 feet and a chord of 223.06 feet that bears S 46° 45' 25" E to a point;
4. Thence southeasterly 335.17 feet and along the arc of a curve deflecting to the left having a radius of 1485.00 feet and a chord of 334.46 feet that bears S 46° 51' 05" E to a point;
5. Thence southeasterly 107.21 feet and along the arc of a curve deflecting to the right having a radius of 1015.00 feet and a chord of 107.16 feet that bears S 50° 17' 29" E to the Grantor's southerly line;
6. Thence S 29° 57' 46" W along the Grantor's southerly line, 30.79 feet;
7. Thence northwesterly 110.84 feet and along the arc of a curve deflecting to the left having a radius of 985.00 feet and a chord of 110.79 feet that bears N 50° 05' 37" W to a point;



May 23, 2022

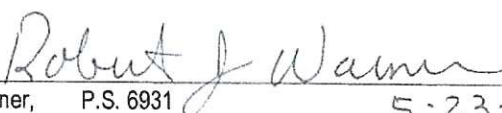
CITY OF SANDUSKY
PPN 57-05505.001 PERMANENT EASEMENT

8. Thence northwesterly 341.94 feet and along the arc of a curve deflecting to the right having a radius of 1515.00 feet and a chord of 341.21 feet that bears N 46° 51' 05" W to a point;
9. Thence northwesterly 213.24 feet and along the arc of a curve deflecting to the left having a radius of 975.00 feet and a chord of 212.82 feet that bears N 46° 39' 04" W to the Grantor's northerly line;
10. Thence N 30° 01' 27" E along the northerly line of the Grantor, 30.22 feet to the True Place of beginning for the area intended to be described herein and containing 0.4587 Acres more or less.

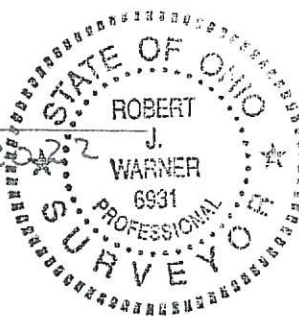
EXHIBIT "1"

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

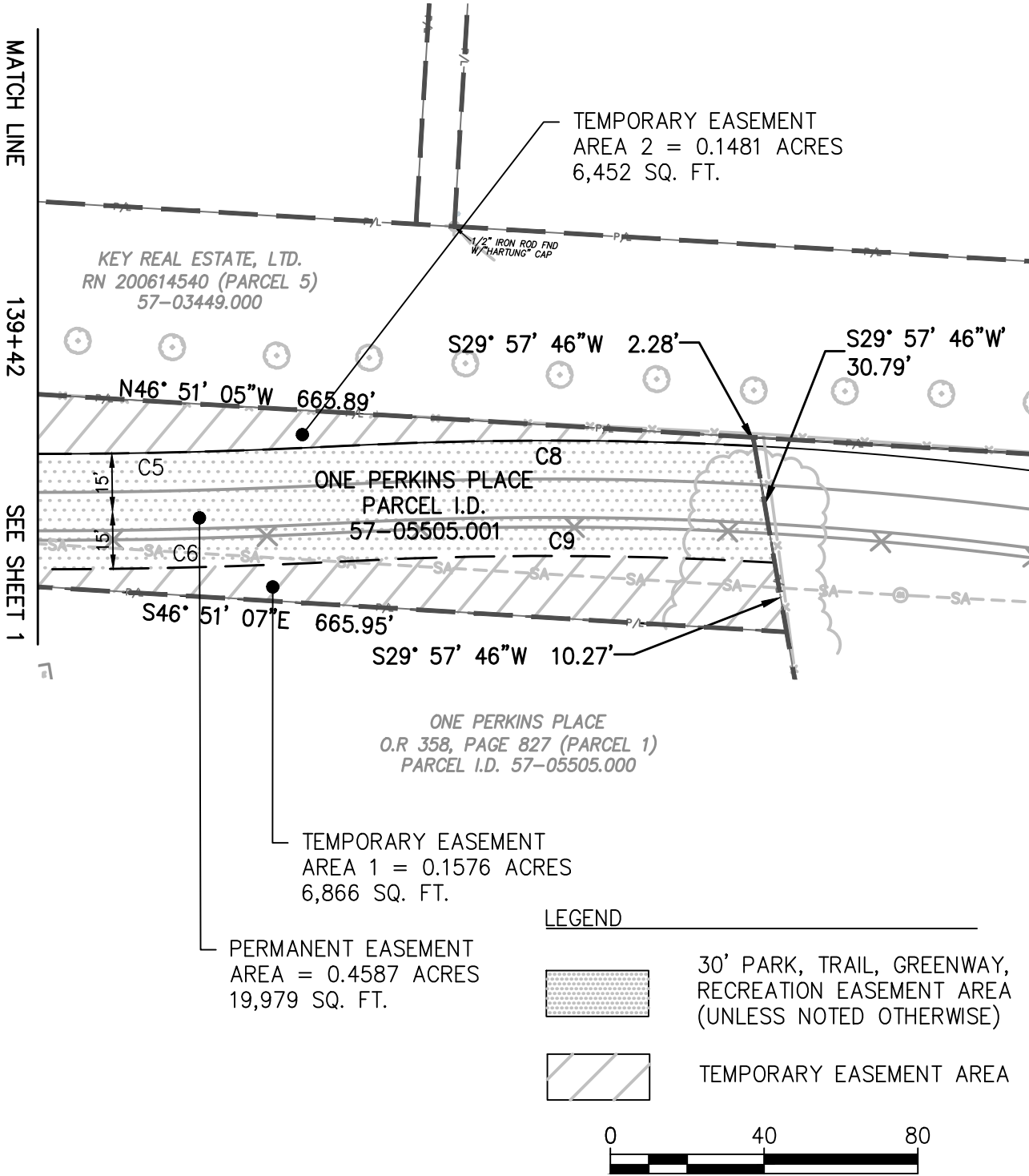
The above described easement lies within Erie County Auditor Parcel Number 57-05505.001


Robert J. Warner, P.S. 6931

5-23-2022



CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	223.52'	1005.00'	012°44'35"	S46° 45' 25"E	223.06'
C2	213.24'	975.00'	012°31'52"	S46° 39' 04"E	212.82'
C5	335.17'	1485.00'	012°55'55"	S46° 51' 05"E	334.46'
C6	341.94'	1515.00'	012°55'55"	S46° 51' 05"E	341.21'
C8	107.21'	1015.00'	006°03'06"	S50° 17' 29"E	107.16'
C9	110.84'	985.00'	006°26'52"	S50° 05' 37"E	110.79'



ENVDESIGNGROUP.COM

PROJ. NO.: 16-0259-050

DRAWN: HD

CHECK: AT

DATE: 10-27-2020

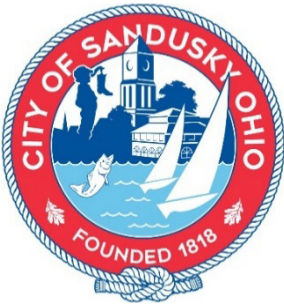
REV:

CITY OF SANDUSKY – LANDING PARK

ONE PERKINS PLACE EASEMENTS

SITUATED IN THE CITY OF SANDUSKY,

COUNTY OF ERIE, STATE OF OHIO



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron Klein, Director of Public Works

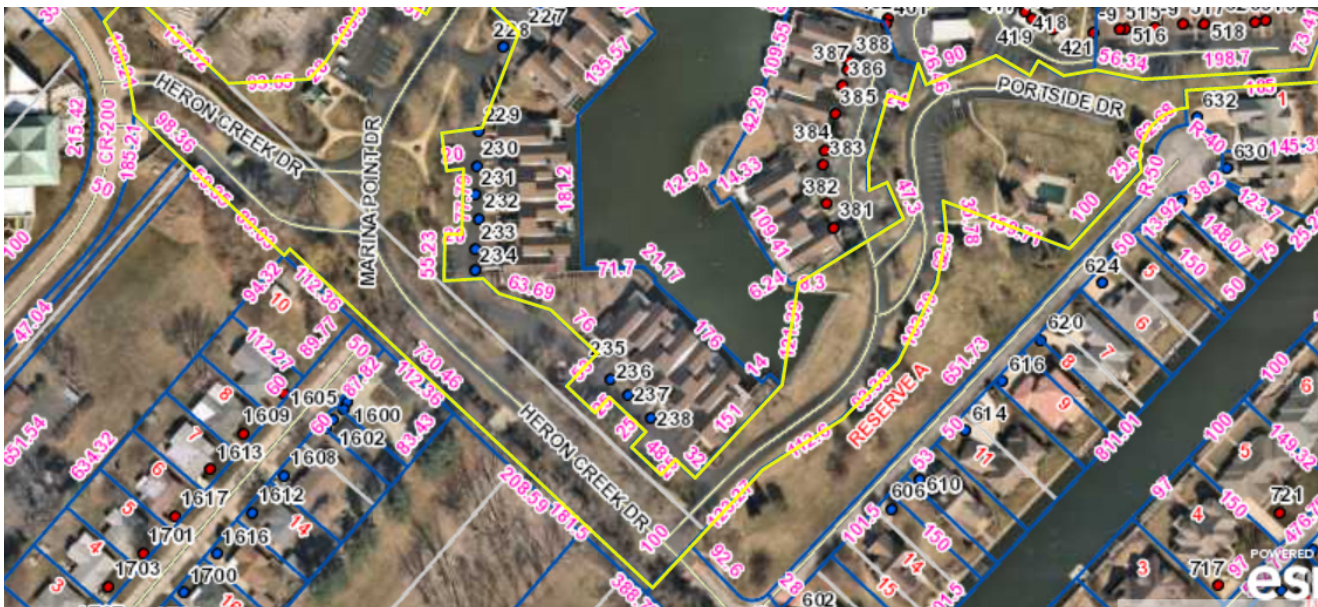
Date: July 13, 2022

Subject: Commission Agenda Item – Easements with The Harbour Homeowner's Association, Inc. for Sandusky Bay Pathway

Items for Consideration: Legislation purchasing one (1) Temporary Easement and one (1) Permanent Easement from The Harbour Homeowner's Association, Inc. for construction of portions of the Sandusky Bay Pathway as part of The Landing project.

Background Information: Per ordinance 18-127, the City contracted with Environmental Design Group (EDG) to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of The Landing project, which included sections of the Sandusky Bay Pathway. After preferred alignment alternatives were approved, EDG and their subconsultant OR Colan & Associates (ORC) have worked with landowners on acquisition services.

The property outlined in yellow below is owned by The Harbour Homeowner's Association, Inc. See the exhibit attached to the Ordinance for an exact layout of the pathway on this parcel (PPN 57-05728.284). The one permanent easement totals 0.3461 acres and the temporary easement totals 0.1452 acres. Total acquisition is approximately 0.4913 acres.



Budgetary Information: The cost of the temporary easement is \$15.00, and the total cost of the permanent easement is \$40,885.00 for a total acquisition price of \$40,900. The City will additionally pay for attorney fees which shall not exceed \$4,000.00. These costs will be paid from Capital Projects Issue 8 Funds.

Action Requested: It is requested that the proper legislation be prepared to allow the City to purchase one temporary easement and one permanent easement from The Harbour Homeowner's Association, Inc. for a total amount of \$40,900.00, and that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to allow the consultant to proceed with finalizing plans and permits for The Landing.

I concur with this recommendation:

Eric L. Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: The Harbour Homeowner's Association Easement- Sandusky Bay Pathway

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

Account #431-6201-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/12/2022

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT GRANTING A PERPETUAL PERMANENT EASEMENT AND TEMPORARY EASEMENT TO THE CITY BY THE HARBOUR HOMEOWNERS ASSOCIATION INC. FOR THE SANDUSKY BAY PATHWAY AS PART OF THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, the Harbour Homeowners Association Inc. is the owner of property located north of Cleveland Road, Parcel No. 57-05728.284, and has granted the City a permanent and temporary easement necessary for the Sandusky Bay Pathway as part of The Landing Project; and

WHEREAS, the cost of the permanent easement is \$40,885.00 and the cost of the temporary easement is \$15.00 for a total cost of \$40,900.00 and additionally the City will pay attorney fees which shall not exceed \$4,000.00 and these costs will be paid with Issue 8 Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with finalizing plans and permits for The Landing; and

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

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

Section 1. This City Commission approves an Easement Agreement granting a Perpetual Permanent Easement and a Temporary Easement to the City by the Harbour Homeowners Association, Inc. for the purpose of utilizing for the Sandusky Bay Pathway as part of The Landing Project, a copy of which is attached and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the acquisition of property for the Sandusky Bay Pathway as part of The Landing Project in Sandusky to the Harbour Homeowners Association Inc., in the amount of \$40,885.00 for the Perpetual Permanent Easement and \$15.00 for the Temporary Easement for a total **not to exceed** Forty Thousand Nine Hundred and 00/100 Dollars (\$40,900.00) pursuant to the Easement 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 reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

Easement Agreement

This Easement Agreement (the "Agreement") is made and entered into this _____ day of _____, 2022, between the City of Sandusky (the "Grantee") whose mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, and Harbour Homeowners Association Inc. (the Grantor") whose mailing address is 129 Marina Point Drive, Sandusky, Ohio 44870.

WHEREAS, the Grantor is the owner of the property with the parcel number 57-05728.284 and more particularly described in Exhibit "A"; and

WHEREAS, the Grantee desires the easements contained herein in order to complete the Sandusky Bay Pathway.

THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor's Grant of Easements.

- a. Grantor grants and conveys to the Grantee a perpetual and exclusive permanent easement for the Sandusky Bay Pathway, which is more particularly described in the easement and legal description attached hereto as Exhibit B ("Permanent Easement Area"). The Grantee may do and perform all acts necessary to fulfill its obligations in accordance with this easement.
- b. Grantor grants and conveys to the Grantee a temporary easement to access, occupy, and construct the Sandusky Bay Pathway, which is more particularly described in the easement and legal description attached hereto as Exhibit C ("Temporary Easement Area"). This temporary easement shall last until the Grantee's construction ends. The Grantee may do and perform all acts necessary to fulfill its obligations in accordance with this easement.

2. Grantee's Covenants and Agreements.

- a. In consideration for the granting of the easement and covenants contained herein, the Grantee will pay to Grantor \$40,900 within thirty (30) days of executing this Agreement.
- b. The Grantee will additionally pay the Grantor for Grantor's attorney's fees within thirty (30) days of executing this Agreement, the payment of which shall not exceed \$4,000.
- c. Grantee will completely remove the existing willow tree and its stump in the Temporary Easement Area and install new landscaping surrounding the area where the tree was removed.
- d. Grantee shall construct an asphalt trail in the Permanent Easement Area, which is more particularly described in the exhibit map attached hereto as Exhibit A.
- e. Grantee shall install a board-on-board fence as per Exhibit D or an equal fence as agreed upon by the Parties.
- f. Grantee shall move existing shrubs immediately adjacent to Heron Creek Drive.
- g. Grantee shall plant lawns on the disturbed areas adjacent to the asphalt trail.
- h. Grantee shall install crosswalk striping for the asphalt trail across Heron Creek Drive.

- i. Grantee shall remove the existing wall and the surrounding landscaping for the asphalt trail construction.
- j. Grantee shall reestablish the curb along the island where it is cut through.
- k. Grantee shall relocate the lamp post and street name sign to a location within the island, as approved by the Grantor.
- l. Grantee shall replace one tree that is currently in the island with a new tree of a species approved by the City's arborist.
- m. The Grantee is responsible for the maintenance, repair and replacement of the board on board fence and pathway asphalt within the Easement Area.
- n. If Grantee fails to restore the Temporary Easement Area or damages the Grantor's property Grantee will restore all damage within thirty (30) days of the termination of the temporary easement. The Parties shall meet and agree upon the proposed restoration prior to the completion of construction and termination of the temporary easement.

3. Representation and Warranties.

- a. Grantor represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to make the grant of easements to Grantee; (b) such grant of easements and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms herein; and (c) Grantee's easements rights shall not be defeased, impaired, and adversely affected by superior title.

4. Notices.

- a. Any notices required to be given to the Grantor or Grantee shall be given by certified mail, return receipt requested, or by a national delivery service which obtains a receipt for delivery, at the addresses set forth in the first paragraph of this Agreement, or to such other address as a party may designate from time to time by giving notice to the other party.

5. Successors and Assigns.

- a. The terms and conditions of this Agreement shall bind and inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the easement area.

6. Covenant Running With the Land.

- a. The terms and conditions of these easements shall constitute a covenant running with the land and shall be binding upon and all inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the easement area.
- b. All agreements of performance on the part of the signatory for Grantor are agreements to perform by Grantor and no signatory for Grantor assumes, nor will they be under any personal liability or obligation by reason of this Agreement.

GRANTOR:

Harbour Homeowners Association INC

By: Marianne Shiff

Name: Marianne Shiff

Title: Harbour Homeowners Association
President

GRANTEE:

City of Sandusky

By: _____

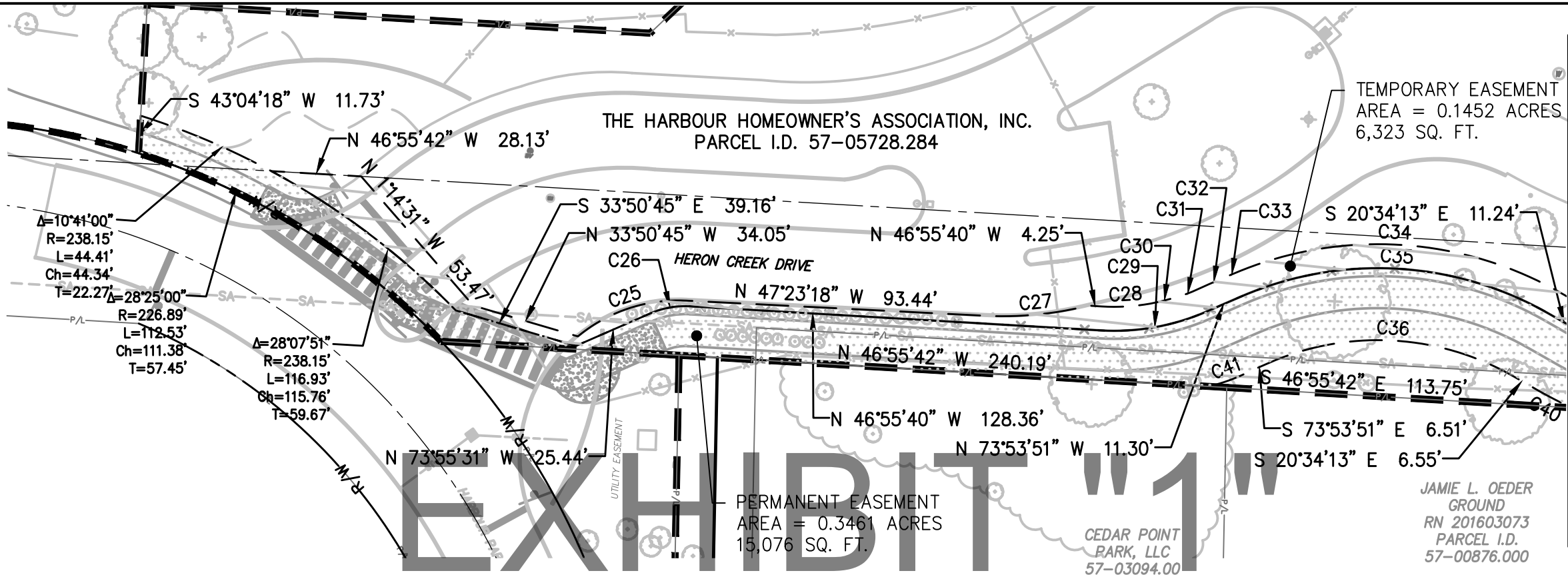
Name: Eric Wobser

Title: City Manager

EXHIBIT "1"

Approved as to Form:

Brendan L. Heil
Law Director
(0091991)



MATCH LINE

SEE SHEET 2



PROJ. NO.: 16-0259-050
DRAWN: HD
CHECK: AT
DATE: 03-18-2022
REV:

CITY OF SANDUSKY – LANDING PARK
HARBOR HOMEOWNER'S ASSOCIATION, INC. EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C25	36.46'	49.25'	042°25'17"	N68° 35' 57"W	35.64'
C26	12.76'	27.50'	026°35'07"	N60° 13' 13"W	12.65'
C27	32.64'	110.45'	016°55'54"	N55° 52' 28"W	32.52'
C28	15.20'	65.00'	013°24'03"	N53° 37' 42"W	15.17'
C29	34.13'	72.50'	026°58'10"	S60° 24' 45"E	33.81'
C30	9.11'	94.62'	005°30'55"	N64° 19' 53"W	9.10'
C31	6.09'	44.12'	007°54'38"	N71° 02' 39"W	6.09'

CURVE TABLE					
C32	11.69'	303.84'	002°12'15"	N73° 53' 51"W	11.69'
C33	0.53'	14.53'	002°06'30"	N73° 50' 58"W	0.53'
C34	103.71'	115.00'	051°40'13"	N47° 42' 00"W	100.23'
C35	100.05'	107.50'	053°19'38"	S47° 14' 02"E	96.48'
C36	79.11'	85.00'	053°19'38"	S47° 14' 02"E	76.29'
C40	14.44'	139.29'	005°56'23"	S22° 33' 22"E	14.43'
C41	13.83'	53.29'	014°52'11"	S70° 27' 35"E	13.79'

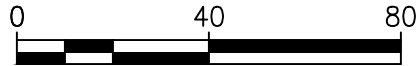
LEGEND



30' PARK, TRAIL, GREENWAY,
RECREATION EASEMENT AREA
(UNLESS NOTED OTHERWISE)



TEMPORARY EASEMENT AREA



PERPETUAL PERMANENT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That, the **Harbour Homeowners Association Inc.**, herein referred to as the Grantor, whose mailing address is 129 Marina Point Drive, Sandusky, Ohio 44870, for and in consideration of the sum of forty thousand eight hundred eighty five dollar(s) (\$40,885.00) and other good and valuable consideration paid by **the City of Sandusky**, herein referred to as the Grantees, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns forever, a perpetual and exclusive permanent Easement to have access to construct, lay, maintain, and repair the Sandusky Bay Pathway, at any time or times hereafter, for the area in Exhibit A, including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.

SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.

(all bearings stated above are assumed for the purpose of this description)

The Grantors claim title to the above described property by virtue of an instrument recorded in Deed Volume 341, page 626.

The consideration recited herein shall constitute full and final payment for said Easement and all damages sustained and/or claimed by the Grantors, their executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of inspection or other proper and allowed acts as stated above, said damages include but are not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever.

The Grantee is responsible for the maintenance, repair and replacement of the board on board fence, pathway asphalt, and all other portions within the easement area.

The Grantors hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same; that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, Marianne Shift, the Grantor, has executed this Perpetual Permanent Easement this 24 day of July, 2022.

Marianne Shift
Marianne Shift

STATE OF OHIO }

COUNTY OF ERIE }

SS:

EXHIBIT "1"

Before me a Notary Public in and for said County, personally appeared the above named, proper signatory for the Grantor, who acknowledged he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24 day of July, 2022.



MEGAN E STOOKEY
Notary Public
State of Ohio
My Comm. Expires
October 13, 2026

Megan Stookey
Notary Public

THIS INSTRUMENT PREPARED BY:

Brendan L. Heil
City of Sandusky Law Director
240 Columbus Avenue
(419) 627-5852

CITY OF SANDUSKY
THE HARBOUR HOMEOWNER'S ASSOCIATION
PERMANENT EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 6 & 7 in Darling's Survey East of Sycamore Line of the City of Sandusky, and also being part of common area, as appears on the plat of The Harbour as recorded in Plat Book 24 page 78 of Erie County records and being more fully described as follows:

Commencing from a point at the southwesterly corner of parcel number 57-05728.284 and the southwesterly corner of said common area;

1. Thence N 46° 55' 42" W along the southwesterly line of said Harbour Homeowners Association lands, 474.32 feet;
2. Thence 14.44 feet along the arc of a curve to the right, having a radius of 139.29 feet and a chord of 14.43 feet that bears N 22° 33' 22" W, to a point;
3. Thence N 20° 34' 13" W, 6.55 feet;
4. Thence 79.11 feet along the arc of a curve to the left, having a radius of 85.00 feet and a chord of 76.29 feet that bears N 47° 14' 02" W, to a point;
5. Thence N 73° 53' 51" W, 6.51 feet to a point;
6. Thence 13.83 feet along the arc of a curve to the right, having a radius of 53.29 feet and a chord of 13.79 feet that bears N 70° 27' 35" W, to a point on the west line of said common area;
7. Thence N 46° 55' 42" W, along the west line of said common area, 240.19 feet to the northwest corner of said common area said point being on the east line of Harbour Parkway (50' R/W);
8. Thence 112.53 feet along the east line of Harbour Parkway and the arc of a curve to the left, having a radius of 226.89 feet and a chord of 111.38 feet that bears N 18° 24' 42" W, to a point at the northeast corner of said common area;
9. Thence N 43° 04' 18" E along the north line of said common area, 11.73 feet to a point;
10. Thence 116.93 feet along the arc of a curve to the right, having a radius of 238.15 feet and a chord of 115.76 feet that bears S 18° 33' 51" E, to a point;



March 31, 2022

CITY OF SANDUSKY
THE HARBOUR HOMEOWNER'S ASSOCIATION
PERMANENT EASEMENT

11. Thence S 33° 50' 45" E, 39.16 feet to a point;
12. Thence S 73° 55' 51" E, 25.44 feet to a point;
13. Thence 12.76 feet along the arc of a curve to the right, having a radius of 27.50 feet and a chord of 12.65 feet that bears S 60° 13' 13" E, to a point;
14. Thence S 46° 55' 40" E, 128.36 feet to a point;
15. Thence 34.13 feet along the arc of a curve to the left, having a radius of 72.50 feet and a chord of 33.81 feet that bears S 60° 24' 45" E, to a point;
16. Thence S 73° 53' 51" E, 11.30 feet to a point;
17. Thence 100.05 feet along the arc of a curve to the right, having a radius of 107.50 feet and a chord of 96.48 feet that bears S 47° 14' 02" E, to a point;
18. Thence S 20° 34' 13" E, 11.24 feet to a point;
19. Thence 33.39 feet along the arc of a curve to the left, having a radius of 72.50 feet and a chord of 33.10 feet that bears S 33° 45' 53" E, to a point;
20. Thence S 46° 57' 32" E, 388.89 feet to the south line of said common area;
21. Thence S 43° 40' 18" W along the south line of said common area, 16.73 feet to the Place of Beginning and containing 0.3461 Acres of land, more or less.




March 31, 2022

CITY OF SANDUSKY
THE HARBOUR HOMEOWNER'S ASSOCIATION
PERMANENT EASEMENT

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05728.284


Robert J. Warner P.S. 6931 3-31-2022

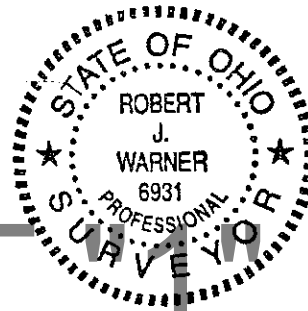


EXHIBIT 1

TEMPORARY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That, the **Harbour Homeowners Association Inc.**, herein referred to as the Grantor, whose mailing address is 129 Marina Point Drive, Sandusky, Ohio 44870, for and in consideration of the sum of fifteen dollar(s) (\$15.00) and other good and valuable consideration paid by **the City of Sandusky**, herein referred to as the Grantees, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns, a Temporary Easement to have access to construct and lay the Sandusky Bay Pathway until the completion of construction for the area in Exhibit A ("Easement Area"), including the right of ingress to and egress from and over said premises situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.
SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.

(all bearings stated above are assumed for the purpose of this description)

The Grantors claim title to the above described property by virtue of an instrument recorded in Deed Volume 341, page 626.

The consideration recited herein shall constitute full and final payment for said Easement. Grantee will restore all damage caused to the Easement Area within 30 days of the termination of the temporary easement.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns until the completion of the construction. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns until the completion of construction.

The Grantors hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same; that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, Marianne Shift, the Grantor, has
executed this Temporary Easement this 26 day of July, 2022.

Marianne Shift
Marianne Shift

STATE OF OHIO }

SS:

COUNTY OF ERIE }

Before me a Notary Public in and for said County, personally appeared the above named,
proper signatory for the Grantor, who acknowledged he did sign the foregoing instrument and
that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 26 day of
July, 2022.



MEGAN E STOOKEY
Notary Public
State of Ohio
My Comm. Expires
October 13, 2026

Megan Stookey
Notary Public

THIS INSTRUMENT PREPARED BY:

Brendan L. Heil
City of Sandusky Law Director
240 Columbus Avenue
(419) 627-5852



March 31, 2022

CITY OF SANDUSKY
THE HARBOUR HOMEOWNER'S ASSOCIATION
TEMPORARY EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 6 & 7 in Darling's Survey East of Sycamore Line of the City of Sandusky, and also being part of common area, as appears on the plat of The Harbour as recorded in Plat Book 24 page 78 of Erie County records and being more fully described as follows:

Commencing from a point at the southwesterly corner of parcel number 57-05728.284 and the southwesterly corner of said common area;

1. Thence N 43° 04' 18" E along the south line of said common area, 16.73 feet to the True Place of Beginning for the area intended to be described herein;
2. Thence N 46° 57' 32" W, 388.89 feet to a point
3. Thence 33.39 feet along the arc of a curve to the right, having a radius of 72.50 feet and a chord of 33.10 feet that bears N 33° 45' 53" W, to a point;
4. Thence N 20° 34' 13" W, 11.24 feet;
5. Thence 100.05 feet along the arc of a curve to the left, having a radius of 107.50 feet and a chord of 96.48 feet that bears N 47° 14' 02" W, to a point;
6. Thence N 73° 53' 51" W, 11.30 feet to a point;
7. Thence 34.13 feet along the arc of a curve to the right, having a radius of 72.50 feet and a chord of 33.81 feet that bears N 60° 24' 45" W, to a point;
8. Thence N 46° 55' 40" W, 128.36 feet to a point;
9. Thence 12.76 feet along the arc of a curve to the left, having a radius of 27.50 feet and a chord of 12.65 feet that bears N 60° 13' 13" W, to a point;
10. Thence N 73° 55' 51" W, 25.44 feet to a point;
11. Thence N 33° 50' 45" W, 39.16 feet to a point;

CITY OF SANDUSKY
THE HARBOUR HOMEOWNER'S ASSOCIATION
TEMPORARY EASEMENT

12. Thence 116.93 feet along the arc of a curve to the left, having a radius of 238.15 feet and a chord of 115.76 feet that bears S 18° 33' 51" E, to the north line of said common area;
13. Thence N 43° 04' 18" E along the north line of said common area, 16.79 feet to a point;
14. Thence 44.41 feet along the arc of a curve to the right, having a radius of 238.15 feet and a chord of 44.34 feet that bears S 27° 17' 16" E, to a point;
15. Thence S 46° 55' 42" E, 28.13 feet to a point;
16. Thence S 01° 14' 31" E, 53.47 feet to a point;
17. Thence S 33° 50' 45" E, 34.05 feet to a point;
18. Thence 36.46 feet along the arc of a curve to the right, having a radius of 49.25 feet and a chord of 35.64 feet that bears S 68° 35' 57" E, to a point;
19. Thence S 47° 23' 18" E, 93.44 feet to a point;
20. Thence 32.64 feet along the arc of a curve to the left, having a radius of 110.45 feet and a chord of 32.52 feet that bears S 55° 52' 28" E, to a point;
21. Thence S 46° 55' 40" E, 4.25 feet to a point;
22. Thence 15.20 feet along the arc of a curve to the left, having a radius of 65.00 feet and a chord of 15.17 feet that bears S 53° 37' 42" E, to a point;
23. Thence 9.11 feet along the arc of a curve to the left, having a radius of 94.62 feet and a chord of 9.10 feet that bears S 64° 19' 53" E, to a point;



March 31, 2022

CITY OF SANDUSKY
THE HARBOUR HOMEOWNER'S ASSOCIATION
TEMPORARY EASEMENT

24. Thence 6.09 feet along the arc of a curve to the left, having a radius of 44.12 feet and a chord of 6.09 feet that bears S 71° 02' 39" E, to a point;
25. Thence 11.69 feet along the arc of a curve to the right, having a radius of 303.84 feet and a chord of 11.69 feet that bears S 73° 53' 51" E, to a point;
26. Thence 0.53 feet along the arc of a curve to the right, having a radius of 14.53 feet and a chord of 0.53 feet that bears S 73° 50' 58" E, to a point;
27. Thence 103.71 feet along the arc of a curve to the right, having a radius of 115.00 feet and a chord of 100.23 feet that bears S 47° 42' 00" E, to a point;
28. Thence 13.84 feet along the arc of a curve to the left, having a radius of 3262.03 feet and a chord of 13.84 feet that bears S 20° 41' 30" E, to a point;
29. Thence 29.94 feet along the arc of a curve to the left, having a radius of 65.00 feet and a chord of 29.67 feet that bears S 33° 45' 53" E, to a point;
30. Thence S 46° 57' 32" E, 164.51 feet to a point;
31. Thence N 43° 55' 24" E, 12.74 feet to a point;
32. Thence S 47° 56' 26" E, 33.12 feet to a point;
33. Thence S 43° 55' 24" W, 13.31 feet to a point;
34. Thence S 46° 57' 32" E, 243.44 feet to the south line of said common area;
35. Thence S 43° 40' 18" W along the south line of said common area, 7.50 feet to the Place of Beginning and containing 0.1452 Acres of land, more or less.



March 31, 2022

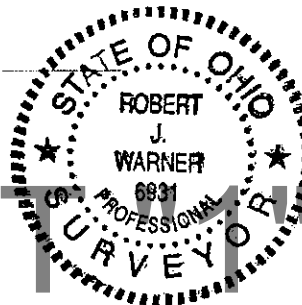
CITY OF SANDUSKY
THE HARBOUR HOMEOWNER'S ASSOCIATION
TEMPORARY EASEMENT

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05728.284

Robert J. Warner P.S. 6931.

3-31-2022



EXHIBIT



Fence Information:

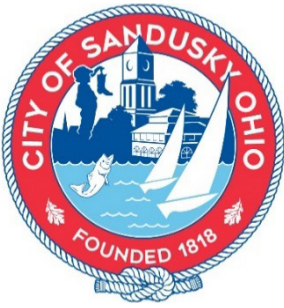
8 Foot High

Board on Board Style

8'-10' Post Spacing

All fence materials to be pressure treated, unpainted and unstained.

Fence shall be as indicated above or a City of Sandusky approved equivalent.



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron Klein, Director of Public Works

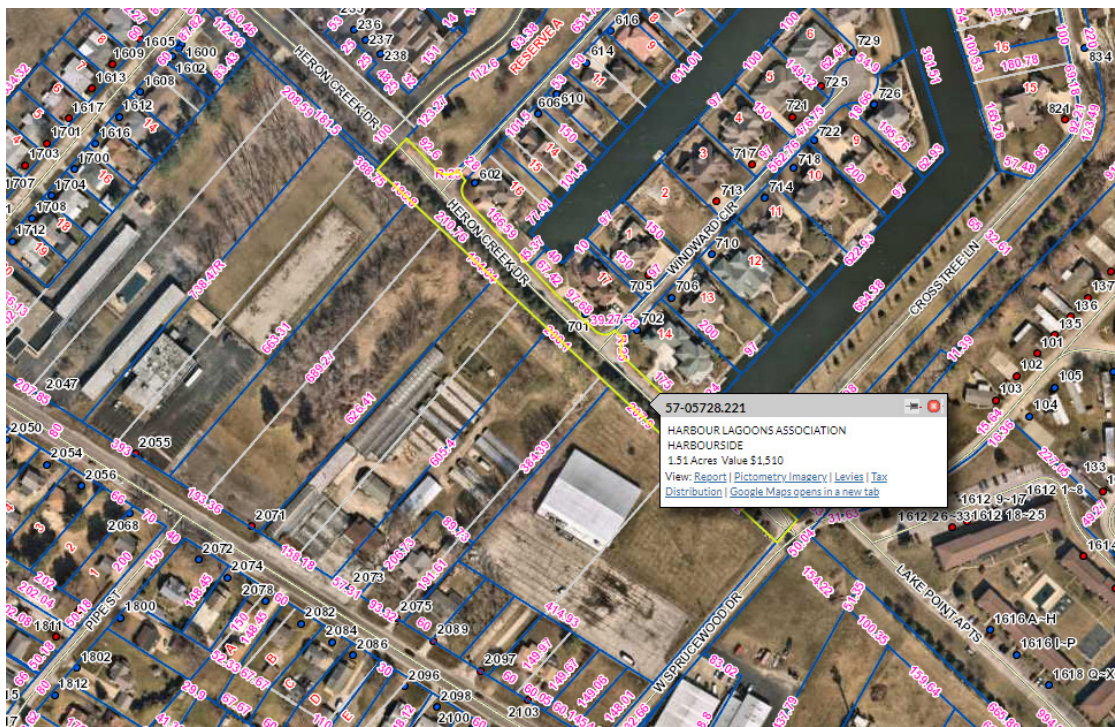
Date: July 26, 2022

Subject: Commission Agenda Item – Easements with The Harbour Lagoons Association for Sandusky Bay Pathway

Items for Consideration: Legislation purchasing one (2) Temporary Easements and two (2) Permanent Easements from The Harbour Lagoons Association for construction of portions of the Sandusky Bay Pathway as part of The Landing project.

Background Information: Per ordinance 18-127, the City contracted with Environmental Design Group (EDG) to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of The Landing project, which included sections of the Sandusky Bay Pathway. After preferred alignment alternatives were approved, EDG and their subconsultant OR Colan & Associates (ORC) have worked with landowners on acquisition services.

The property outlined in yellow below is owned by The Harbour Lagoons Association See the exhibit attached to the Ordinance for an exact layout of the pathway on this parcel (PPN 57-05728.221). The two permanent easements total 0.3585 acres and the two temporary easements total 0.2876 acres. Total acquisition is approximately 0.6461 acres.



Budgetary Information: The cost of the two temporary easements is \$30.00, and the total cost of the two permanent easements is \$149,970.00 for a total acquisition price of \$150,000. This will be paid from Capital Projects Issue 8 Funds.

Action Requested: It is requested that the proper legislation be prepared to allow the City to purchase two temporary easements and two permanent easements from The Harbour Lagoons Association for a total amount of \$150,000.00, and that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to allow the consultant to proceed with finalizing plans and permits for The Landing.

I concur with this recommendation:

Eric L. Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Harbour Lagoons - Easement

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

Account #431-6201-53000

By:

A handwritten signature in blue ink, appearing to read "Michelle Reeder", is written over a horizontal line.

Michelle Reeder

Finance Director

Dated: 8/3/2022

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT GRANTING PERMANENT AND TEMPORARY EASEMENTS TO THE CITY BY THE HIDDEN HARBOUR HOMEOWNER'S ASSOCIATION D.B.A. HIDDEN HARBOUR LAGOONS FOR THE SANDUSKY BAY PATHWAY AS PART OF THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, the Hidden Harbour Homeowner's Association d.b.a. Hidden Harbour Lagoons is the owner of property located north of Cleveland Road, Parcel No. 57-05728.221, and has granted the City two (2) permanent and two (2) temporary easements necessary for the Sandusky Bay Pathway as part of The Landing Project; and

WHEREAS, the cost of the two (2) permanent easements is \$149,970.00 and the cost of the two (2) temporary easements is \$30.00 for a total cost of \$150,000.00 which will be paid with Issue 8 Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with finalizing plans and permits for The Landing; and

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

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

Section 1. This City Commission approves an Easement Agreement granting two (2) Perpetual Permanent Easements and two (2) Temporary Easements to the City by the Hidden Harbour Homeowner's Association d.b.a. Hidden Harbour Lagoons for the purpose of utilizing for the Sandusky Bay Pathway as part of The Landing Project, a copy of which is attached and marked Exhibit "1" and is

specifically incorporated as if fully rewritten herein.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the acquisition of property for the Sandusky Bay Pathway as part of The Landing Project in Sandusky to the Hidden Harbour Homeowner's Association d.b.a. Hidden Harbour Lagoons, in the amount of \$149,970.00 for the Perpetual Permanent Easements and \$30.00 for the Temporary Easements for a total **not to exceed** One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) pursuant to the Easement 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 reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

Easement Agreement

This Easement Agreement (the "Agreement") is made and entered into this _____ day of _____, 2022, between the City of Sandusky (the "Grantee") whose mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, and Harbour Lagoons Association (the "Grantor") whose mailing address is 140 Buckeye Boulevard Suite A, Port Clinton, Ohio 43452.

WHEREAS, the Grantor is the owner of the property with the parcel number 57-05728.221 and more particularly described in Exhibit "A" ("Property"); and

WHEREAS, the Grantee desires the easements contained herein in order to complete the Sandusky Bay Pathway.

THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easements.**

- a. Grantor grants and conveys to the Grantee a perpetual and exclusive permanent easement for the Sandusky Bay Pathway, which is more particularly described in the easement and legal description attached hereto as Exhibit B ("Permanent Easement Area"). The Grantee may do and perform all acts necessary to fulfill its obligations in accordance with this easement.
- b. Grantor grants and conveys to the Grantee a temporary easement to access, occupy, and construct the Sandusky Bay Pathway, which is more particularly described in the easement and legal description attached hereto as Exhibit C ("Temporary Easement Area"). This temporary easement shall last until the Grantee's construction ends. The Grantee may do and perform all acts necessary to fulfill its obligations in accordance with this easement.

2. **Grantor's Covenants and Agreements.**

- a. The Grantor shall construct a wall at its own cost. The Grantor shall not install the wall at any time or in any manner that would interfere with the construction or maintenance of the Sandusky Bay Pathway.
- b. The Grantor shall obtain approval from the Grantee, in writing, regarding the installation and design of the wall, which approval will not be unreasonably withheld. The Grantee shall also allow the Grantor and its commissions to review the installation and design of the wall, as required by the Sandusky Codified Ordinances.
- c. The Grantor shall correct any cosmetic and structural issues with the wall within a reasonable amount of time.
- d. The Grantor shall engrave the Sandusky Bay Pathway logo into a stone panel on the south side of the wall at two locations and the City of Sandusky's logo into a stone panel on the south side of the wall at one location. The Grantor shall terminate the wall with no openings at the existing gate on the east and at the new board on

board fence that will be installed by the Grantee as part of the project. All landscaping will be at the Grantor's expense.

3. Grantee's Covenants and Agreements.

- a. In consideration for the granting of the easement and covenants contained herein the Grantee will pay to Grantor \$150,000.00 dollars within thirty (30) days of executing this Agreement.
- b. The Grantee will completely remove the trees and stumps as described in Exhibit "A," as well as those needed for Grantor to construct the wall, at its own cost.
- c. The Grantee must install a temporary construction fence between the Temporary Easement Area and the remainder of the Property, at its own cost, throughout the duration of the project. The Grantor shall remove this fence at its own cost prior to construction of the wall.
- d. The Grantee shall maintain the Permanent Easement Area in good condition at its own expense, which includes the installation of trash receptacles.
- e. If Grantee fails to restore the Temporary Easement Area or damages the Grantor's property Grantee will restore all damage within thirty (30) days of the termination of the temporary easement. The Parties shall meet and agree upon the proposed restoration prior to the completion of construction and termination of the temporary easement.

4. Representation and Warranties.

- a. Grantor represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to make the grant of easements to Grantee; (b) such grant of easements and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms herein; and (c) Grantee's easements rights shall not be defeased, impaired, and adversely affected by superior title.

5. Notices.

- a. Any notices required to be given to the Grantor or Grantee shall be given by certified mail, return receipt requested, or by a national delivery service which obtains a receipt for delivery, at the addresses set forth in the first paragraph of this Agreement, or to such other address as a party may designate from time to time by giving notice to the other party.

6. Successors and Assigns.

- a. The terms and conditions of this Agreement shall bind and inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the easement area.

7. Covenant Running With the Land.

- a. The terms and conditions of these easements shall constitute a covenant running with the land and shall be binding upon and all inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the easement area.

- b. All agreements of performance on the part of the signatory for Grantor are agreements to perform by Grantor and no signatory for Grantor assumes, nor will they be under any personal liability or obligation by reason of this Agreement.

Signature Page to Follow

EXHIBIT "1"

GRANTOR:

Harbour Lagoons Association

By: Dan Howell

Name: Dan Howell

Title: PRESIDENT

GRANTEE:

City of Sandusky

By: _____

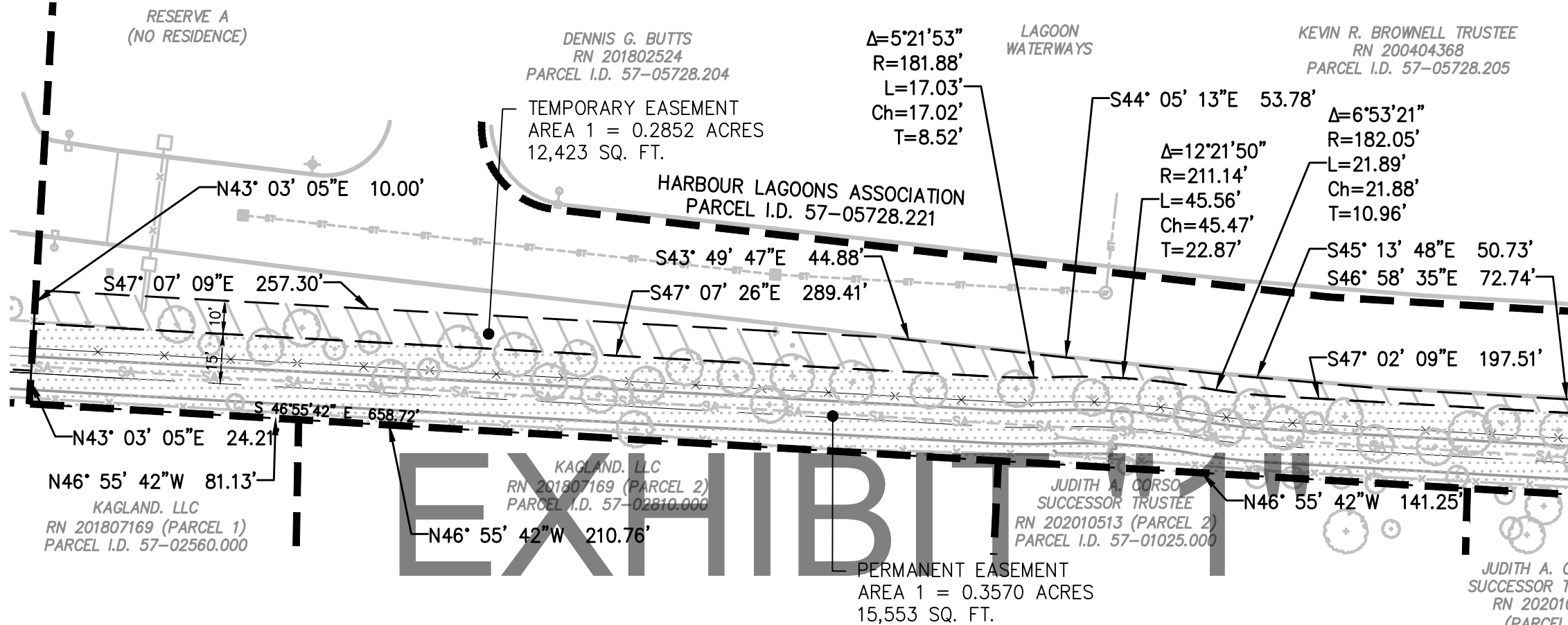
Name: Eric Wobser

Title: City Manager

EXHIBIT "1"

Approved as to Form:

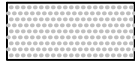

Brendan L. Heil
Law Director
(0091991)

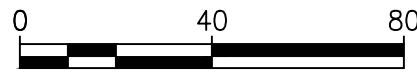


MATCH LINE

SEE SHEET 2

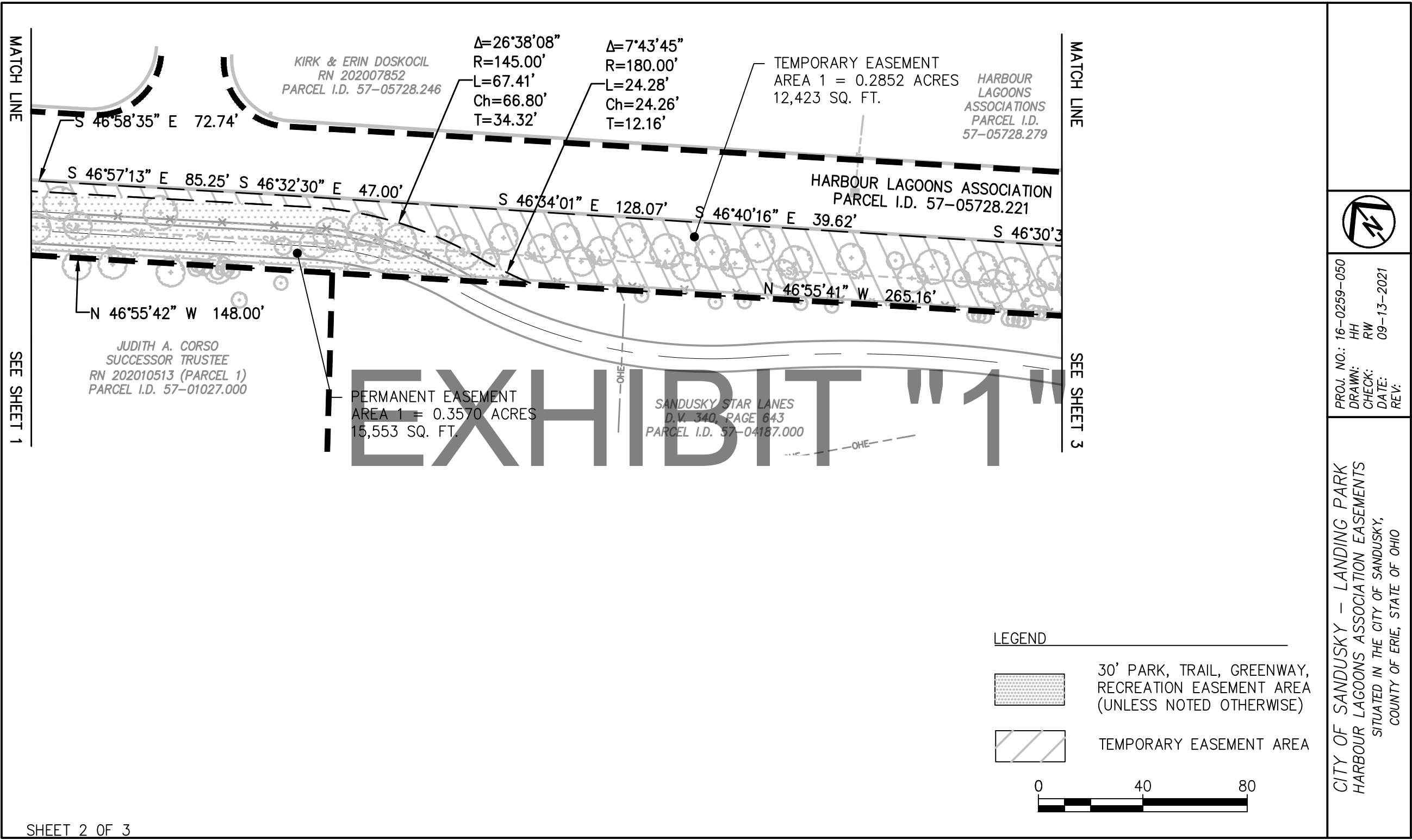
LEGEND

-  30' PARK, TRAIL, GREENWAY, RECREATION EASEMENT AREA (UNLESS NOTED OTHERWISE)
-  TEMPORARY EASEMENT AREA

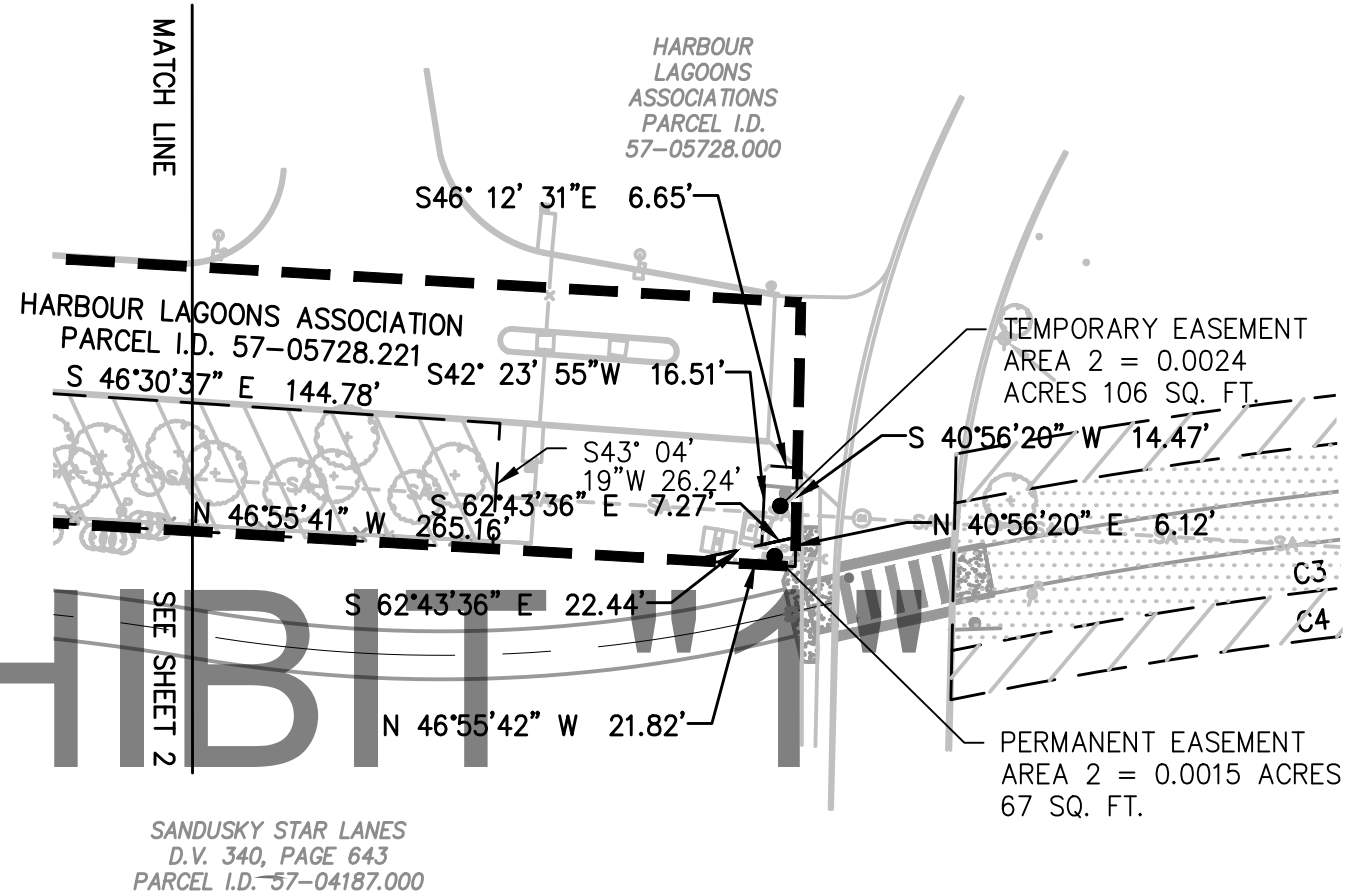


PROJ. NO.: 16-0259-050
DRAWN: HH
CHECK: AT
DATE: 09-13-2021
REV:

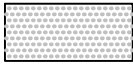

CITY OF SANDUSKY – LANDING PARK
HARBOUR LAGOONS ASSOCIATION EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO

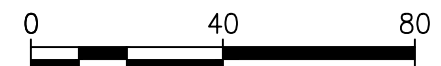


EXHIBIT



LEGEND

-  30' PARK, TRAIL, GREENWAY, RECREATION EASEMENT AREA (UNLESS NOTED OTHERWISE)
-  TEMPORARY EASEMENT AREA



PROJ. NO.: 16-0259-050
DRAWN: HH
CHECK: RW
DATE: 09-13-2021
REV:

CITY OF SANDUSKY – LANDING PARK
HARBOUR LAGOONS ASSOCIATION EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO

PERPETUAL PERMANENT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That, the **Harbour Lagoons Association**, herein referred to as the Grantor, whose mailing address is 140 Buckeye Boulevard Suite A, Port Clinton, Ohio 43452, for and in consideration of the sum of one hundred forty nine thousand nine hundred seventy dollar(s) (\$149,970.00) and other good and valuable consideration paid by **the City of Sandusky**, herein referred to as the Grantees, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns forever, a perpetual and exclusive permanent Easement to have access to construct, lay, maintain, and repair the Sandusky Bay Pathway, at any time or times hereafter, for the area in Exhibit A, including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.

SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.

(all bearings stated above are assumed for the purpose of this description)

The Grantors claim title to the above described property by virtue of an instrument recorded in Deed Volume 323, page 760.

The consideration recited herein shall constitute full and final payment for said Easement and all damages sustained and/or claimed by the Grantors, their executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of inspection or other proper and allowed acts as stated above, said damages include but are not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever.

Grantee is responsible for the maintenance, repair, and replacement of the Sandusky Bay Pathway and all other portions within the permanent easement area.

The Grantors hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same; that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, Daniel W Howell, the Grantor, has executed this Perpetual Permanent Easement this 28 day of July, 2022.

Daniel W Howell
DANIEL W. HOWELL

STATE OF OHIO }

COUNTY OF ERIE }

SS:

EXHIBIT "1"

Before me a Notary Public in and for said County, personally appeared the above named, proper signatory for the Grantor, who acknowledged he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28 day of July, 2022.



MEGAN E STOCKEY
Notary Public
State of Ohio
My Comm. Expires
October 13, 2026

Megan E Stockey
Notary Public

THIS INSTRUMENT PREPARED BY:

Brendan L. Heil
City of Sandusky Law Director
240 Columbus Avenue
(419) 627-5852

CITY OF SANDUSKY
HARBOUR LAGOONS PERMANENT EASEMENT NO. 1

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 6 & 7 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of Heron Creek Drive, as appears on the plat of Harbour Lagoons Subdivision Phase 1 recorded in plat volume 32 page 72 of Erie County records and being more fully described as follows:

Commencing at the northwesterly corner of parcel number 57-05728.221 and the southwesterly line of said Heron Creek Drive;

1. Thence N 43° 03' 05" E along the north line of said Harbour Lagoons Association lands, 24.21 feet;
2. Thence S 47° 07' 09" E, 289.41 feet;
3. Thence 17.03 feet along the arc of a curve to the left, having a radius of 181.88 feet and a chord of 17.02 feet that bears S 49° 54' 53" E, to a point;
4. Thence 45.56 feet along the arc of a curve to the right, having a radius of 211.14 feet and a chord of 45.47 feet that bears S 46° 49' 43" E, to a point;
5. Thence 21.89 feet along the arc of a curve to the left, having a radius of 182.05 feet and a chord of 21.88 feet that bears S 43° 31' 17
6. " E, to a point;
7. Thence S 47° 02' 09" E, 197.51 feet;
8. Thence 67.41 feet along the arc of a curve to the right, having a radius of 145.00 feet and a chord of 66.80 feet that bears S 33° 40' 35" E, to a point;
9. Thence 24.28 feet along the arc of a curve to the left, having a radius of 180.00 feet and a chord of 24.26 feet that bears S 24° 09' 30" E, to the southwesterly line of said Heron Creek Drive;



August 11, 2021

CITY OF SANDUSKY
HARBOUR LAGOONS PERMANENT EASEMENT NO. 1

10. Thence N 46° 55' 42" W along the said southwesterly line of Heron Creek Drive, ,658.72 feet to the Place of Beginning and containing 0.3570 acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05728.221

Robert J. Warner 9-21-2021
Robert J. Warner P.S. 6931.





August 11, 2021

CITY OF SANDUSKY
HARBOUR LAGOONS ASSOCIATION PERMANENT EASEMENT NO. 2


Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 6 & 7 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of Heron Creek Drive, as appears on the plat of Harbour Lagoons Subdivision Phase 1 recorded in plat volume 32 page 72 of Erie County records and being more fully described as follows:

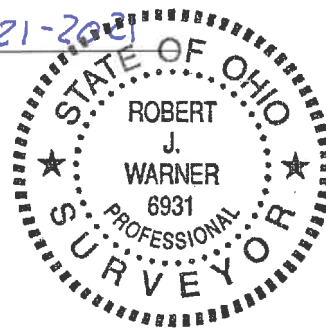
Commencing from a point at the southwesterly corner of parcel number 57-05728.221 and the northwesterly line of Sprucewood Drive;

1. Thence N 46° 55' 42" W along the southwesterly line of said Harbour Lagoons Association lands and Heron Creek Drive, 21.82 feet;
2. Thence S 62° 43' 36" E, 22.44 feet to the north line of Sprucewood Drive;
3. Thence S 40° 56' 20" W along the north line of Sprucewood Drive, 6.12 feet to the Place of Beginning and containing 0.0015 acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05728.221


Robert J. Warner P.S. 6931.



TEMPORARY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That, the **Harbour Lagoons Association**, herein referred to as the Grantor, whose mailing address is 140 Buckeye Boulevard Suite A, Port Clinton, Ohio 43452, for and in consideration of the sum of thirty dollar(s) (\$30.00) and other good and valuable consideration paid by the **City of Sandusky**, herein referred to as the Grantees, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns, a Temporary Easement to have access to construct and lay the Sandusky Bay Pathway until the completion of construction for the area in Exhibit A ("Easement Area"), including the right of ingress to and egress from and over said Easement Area (real estate) situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.

SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.

(all bearings stated above are assumed for the purpose of this description)

The Grantors claim title to the above described property by virtue of an instrument recorded in Deed Volume 323, page 760.

The consideration recited herein shall constitute full and final payment for said Easement. Grantee will restore all damage caused to the Easement Area within 30 days of the termination of the temporary easement.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns until the completion of the construction. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns until the completion of construction.

The Grantors hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same; that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, Daniel W. Howell, the Grantor, has
executed this Temporary Easement this 28 day of July, 2022.

Daniel W. Howell
DANIEL W. HOWELL

STATE OF OHIO }

SS:

COUNTY OF ERIE }

Before me a Notary Public in and for said County, personally appeared the above named,
proper signatory for the Grantor, who acknowledged he did sign the foregoing instrument and
that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28 day of
July, 2022.



MEGAN E STOOKEY
Notary Public
State of Ohio
My Comm. Expires
October 13, 2026

Megan Stookey
Notary Public

THIS INSTRUMENT PREPARED BY:

Brendan L. Heil
City of Sandusky Law Director
240 Columbus Avenue
(419) 627-5852

CITY OF SANDUSKY
HARBOUR LAGOONS ASSOCIATION TEMPORARY EASEMENT NO.1

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 6 & 7 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of Heron Creek Drive, as appears on the plat of Harbour Lagoons Subdivision Phase 1 recorded in plat volume 32 page 72 of Erie County records and being more fully described as follows:

Commencing from a point at the northwesterly corner of parcel number 57-05728.221 and the southwesterly line of said Heron Creek Drive;

1. Thence N 43° 03' 05" E along the north line of said Harbour Lagoons Association lands, 24.21 feet to the True Place of Beginning for the area intended to be described herein;
2. Thence N 43° 03' 05" E along the north line of said Harbour Lagoons Association lands, 10.00 feet;
3. Thence S 47° 07' 09" E, 257.30 feet;
4. Thence S 43° 49' 47" E, 44.88 feet;
5. Thence S 44° 05' 13" E, 53.78 feet;
6. Thence S 45° 13' 48" E, 50.73 feet;
7. Thence S 46° 58' 35" E, 72.74 feet;
8. Thence S 46° 57' 13" E, 85.25 feet;
9. Thence S 46° 32' 30" E, 47.00 feet;
10. Thence S 46° 34' 01" E, 128.07 feet;
11. Thence S 46° 40' 16" E, 39.62 feet;
12. Thence S 46° 30' 37" E, 144.78 feet;
13. Thence S 43° 04' 19" W, 26.24 feet to a point on the southwesterly line of said Harbour Lagoons lands;
14. Thence N 46° 55' 42" W along the said southwesterly line of Harbour Lagoon lands, 265.16 feet;

August 11, 2021

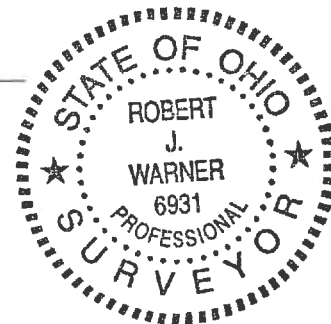
CITY OF SANDUSKY
HARBOUR LAGOONS ASSOCIATION TEMPORARY EASEMENT NO.1

15. Thence 24.28 feet along the arc of a curve to the right, having a radius of 180.00 feet and a chord of 24.26 feet that bears N 24° 09' 30" W, to a point;
16. Thence 67.41 feet along the arc of a curve to the left, having a radius of 145.00 feet and a chord of 66.80 feet that bears N 33° 40' 35" W, to a point;
17. Thence N 47° 02' 09" W, 197.51 feet;
18. Thence 21.89 feet along the arc of a curve to the right, having a radius of 182.05 feet and a chord of 21.88 feet that bears N 43° 31' 17" W, to a point;
19. Thence 45.56 feet along the arc of a curve to the left, having a radius of 211.14 feet and a chord of 45.47 feet that bears N 46° 19' 43" E, to a point;
20. Thence 17.03 feet along the arc of a curve to the right, having a radius of 181.88 feet and a chord of 17.02 feet that bears N 49° 54' 53" E, to a point;
21. Thence N 47° 07' 26" W, 289.41 feet to the Place of Beginning and containing 0.2852 acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05728.221

Robert J. Warner 9-21-2021
Robert J. Warner P.S. 6931.



CITY OF SANDUSKY
HARBOUR LAGOONS ASSOCIATION EASEMENT NO. 2

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 6 & 7 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of Heron Creek Drive, as appears on the plat of Harbour lagoons Subdivision Phase 1 recorded in plat volume 32 page 72 of Erie County records and being more fully described as follows:

Commencing from a point at the southwesterly corner of parcel number 57-05728.221 and the northwesterly line of Sprucewood Drive;

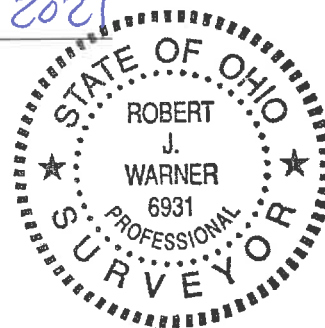
1. Thence N 40° 56' 20" E along the north line of Sprucewood Drive, 6.12 feet to the True Place of Beginning for the area intended to be described herein;
2. Thence N 40° 56' 20" E along the north line of Sprucewood Drive, 14.47 feet;
3. Thence N 46° 12' 31" W, 6.65 feet;
4. Thence S 46° 23' 55" W, 16.51 feet;
5. Thence S 62° 43' 36" E, 7.27 feet to the True Place of Beginning and containing 0.0024 acres of land more or less.

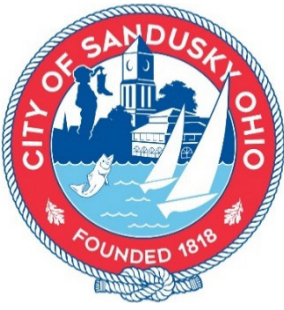
EXHIBIT "1"

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05728.221

Robert J. Warner 9-21-2021
Robert J. Warner P.S. 6931





DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron Klein, Director of Public Works

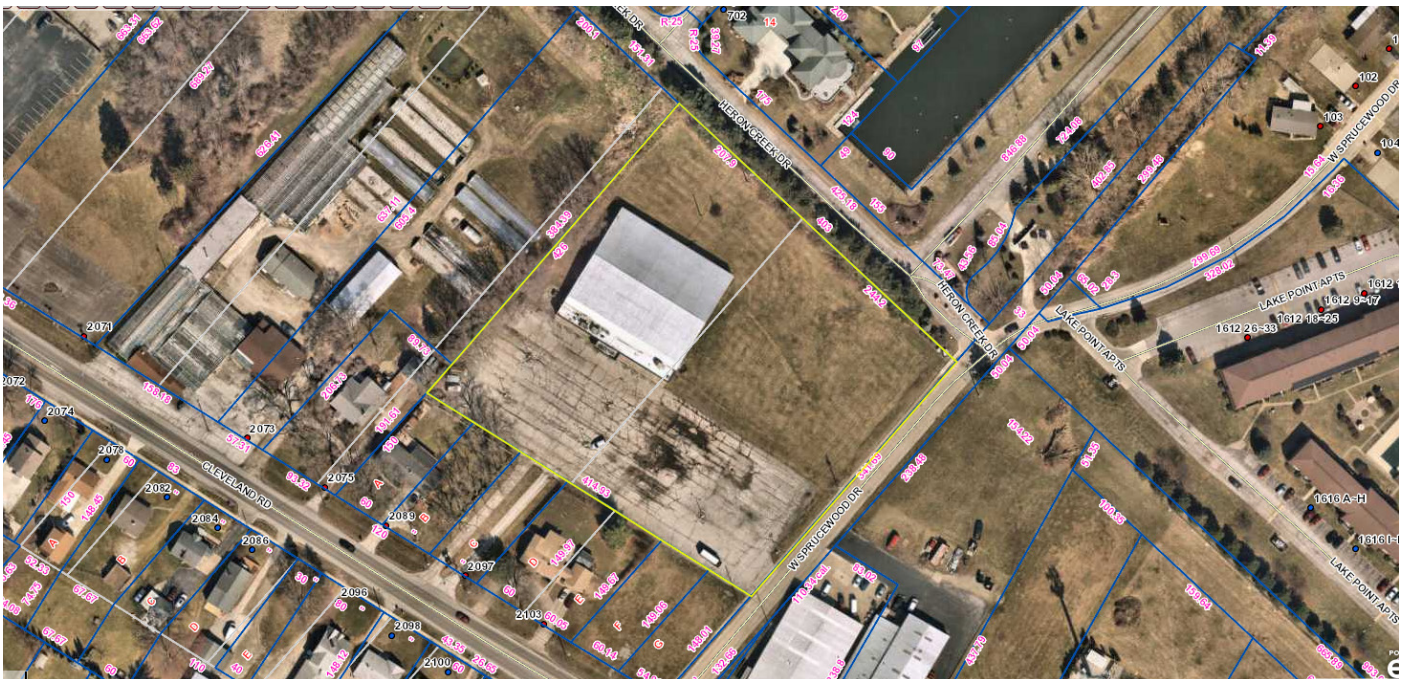
Date: July 27, 2022

Subject: Commission Agenda Item – Easement with Sandusky Star Lanes

Items for Consideration: Legislation authorizing the City Manager to enter into an Easement Agreement with Sandusky Star Lanes for construction of portions of the Sandusky Bay Pathway as part of The Landing project.

Background Information: Per ordinance 18-127, the City contracted with Environmental Design Group (EDG) to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of The Landing project, which included sections of the Sandusky Bay Pathway. After preferred alignment alternatives were approved, EDG and their subconsultant OR Colan & Associates (ORC) have worked with landowners on acquisition services.

The property outlined in yellow below is owned by Sandusky Star Lanes. See the exhibit attached to the Ordinance for an exact layout of the pathway on this parcel (PPN 57-04187.000). The one permanent easement totals 0.2061 acres.



Many like Mr. Hartnett are very supportive of the pathway and have agreed to donate the necessary easement and to work with the City to reserve some space between the building footprint and the pathway to possibly locate a parking area reserved for the pathway.

Budgetary Information: There will be no impact on the City's budget to accept this easement other than recording fees.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an Easement Agreement with Sandusky Star Lanes and that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to allow the consultant to proceed with finalizing plans and permits for The Landing.

I concur with this recommendation:

Eric L. Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Star Lanes - Easement

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

Account #431-6201-53000

By: _____



Michelle Reeder

Finance Director

Dated: 8/3/2022

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PERMANENT EASEMENT GRANTED TO THE CITY BY SANDUSKY STAR LANES INC. FOR THE SANDUSKY BAY PATHWAY AS PART OF THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, Sandusky Star lanes Inc. is the owner of property located 2097 Cleveland Road, Parcel No. 57-04187.000, and has granted the City a permanent easement necessary for the Sandusky Bay Pathway as part of The Landing Project; 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 finalizing plans and permits for The Landing; and

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

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

Section 1. This City Commission approves a Permanent Easement granted to the City by Sandusky Star Lanes, Inc. for the purpose of utilizing for the Sandusky Bay Pathway as part of The Landing Project, a copy of which is attached to this Ordinance and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

Easement Agreement

This Easement Agreement (the "Agreement") is made and entered into this _____ day of _____, 2022, between the City of Sandusky (the "Grantee") whose mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, and the Sandusky Star Lanes, Inc. (the "Grantor") whose mailing address is 2097 Cleveland Road, Sandusky, Ohio 44870.

WHEREAS, the Grantor is the owner of the property with Erie County parcel number 57-04187.000 (the "Real Estate"), which is more particularly described in Exhibit "A"; and

WHEREAS, the Grantee desires the easements contained herein in order to complete the Sandusky Bay Pathway;

THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grantor's Grant of Easements.**
 - a. Grantor grants and conveys to the Grantee a perpetual and exclusive permanent easement for the Sandusky Bay Pathway, which is more particularly described in the easement and legal description attached hereto as Exhibit B. The Grantee may do and perform all acts necessary to fulfill its obligations in accordance with this easement.
2. **Grantee's Obligations.**
 - a. Grantee shall ensure that the Sandusky Bay Pathway is maintained, which includes landscaping and mowing.
3. **Grantor's and Grantee's Obligations.**
 - a. The Grantor and Grantee shall enter into negotiations for designated bike path parking.
4. **Representation and Warranties.**
 - a. Grantor represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to make the grant of easements to Grantee; (b) such grant of easements and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms herein; and (c) Grantee's easements rights shall not be defeased, impaired, and adversely affected by superior title.
 - b. Grantee represents and warrants that upon transfer of the easement it shall assume all legal responsibility for the Sandusky Bay Pathway and the property described in Exhibit B.
5. **Notices.**
 - a. Any notices required to be given to the Grantor or Grantee shall be given by certified mail, return receipt requested, or by a national delivery service which obtains a receipt for delivery, at the addresses set forth in the first paragraph of this Agreement, or to such other address as a party may designate from time to time by giving notice to the other party.
6. **Successors and Assigns.**

EXHIBIT

"1"

- a. The terms and conditions of this Agreement shall bind and inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the easement area.

7. Covenant Running With the Land.

- a. The terms and conditions of these easements shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the easement area.

Signature Page to Follow

GRANTOR:
Sandusky Star Lanes, Inc.

By: _____

Name: _____

Title: _____

GRANTEE:
City of Sandusky

By: _____

Name: Eric Wobser

Title: City Manager

Approved as to Form:

Brendan L. Heil
Law Director
(0091991)

PERPETUAL PERMANENT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That, **Sandusky Star Lanes**, herein referred to as the Grantor, whose mailing address is 2097 Cleveland Road, Sandusky, Ohio 44870, for valuable consideration received to its full satisfaction, does hereby GRANT, BARGAIN, SELL CONVEY, AND RELEASE to **the City of Sandusky**, including its successors and assigns, herein referred to as the Grantees, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, a perpetual and exclusive permanent Easement to have access to construct, lay, maintain, and repair the Sandusky Bay Pathway, at any time or times hereafter, for the area in Exhibit A, including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.

SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.

(all bearings stated above are assumed for the purpose of this description)

The Grantors claim title to the above described property by virtue of an instrument recorded in Deed Volume 340, page 643.

The consideration recited herein shall constitute full and final payment for said Easement and all damages sustained and/or claimed by the Grantors, their executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of inspection or other proper and allowed acts as stated above, said damages include but are not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever.

The Grantors and signatories hereto, hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same; that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

Grantee represents and warrants that upon transfer of the easement it shall assume all legal responsibility for the Sandusky Bay Pathway and the property described in the legal description.

IN TESTIMONY WHEREOF, _____, the Grantor, has
executed this Perpetual Permanent Easement this _____ day of
_____, 2022.

STATE OF OHIO }
 }
COUNTY OF ERIE } ss:

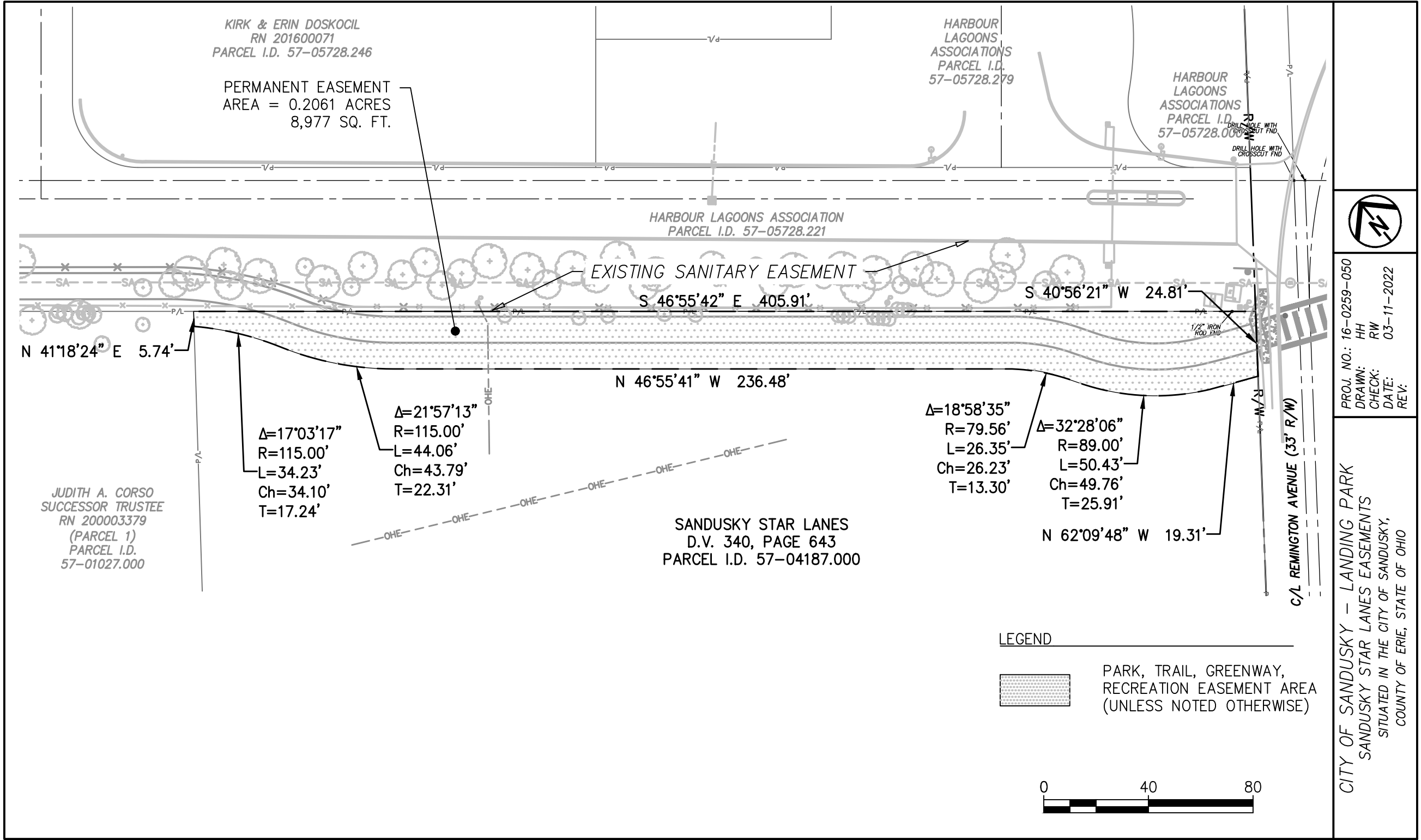
Before me a Notary Public in and for said County, personally appeared the above named, proper signatory for the Grantor, who acknowledged he did sign the foregoing instrument and that the same is his free act and deed.

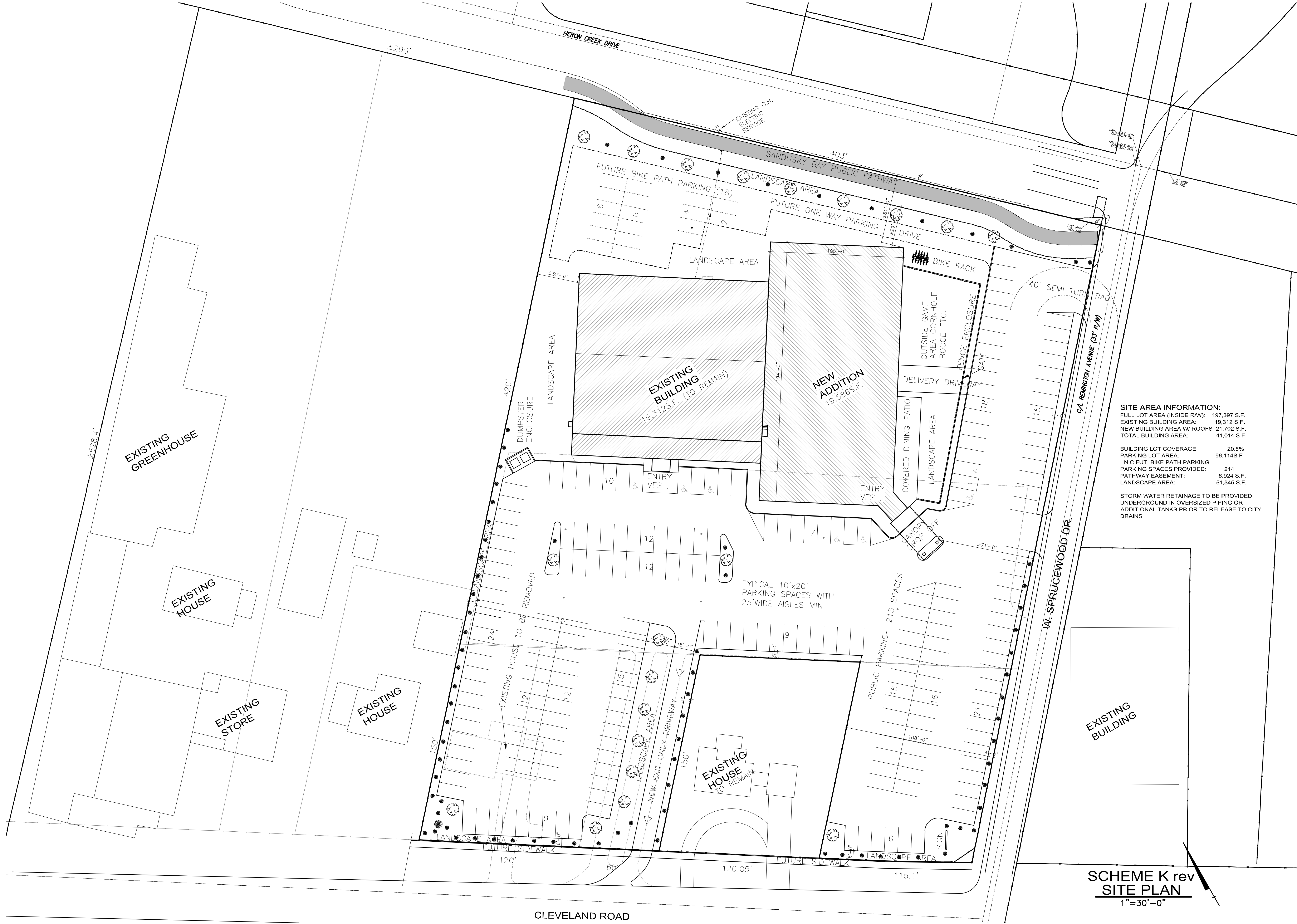
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of
_____, 2022.

Notary Public

THIS INSTRUMENT PREPARED BY:

Brendan L. Heil
City of Sandusky Law Director
240 Columbus Avenue
(419) 627-5852





SITE AREA INFORMATION:

FULL LOT AREA (INSIDE R/W):	197,397 S.F.
EXISTING BUILDING AREA:	19,312 S.F.
NEW BUILDING AREA W/ ROOFS	21,702 S.F.
TOTAL BUILDING AREA:	41,014 S.F.
BUILDING LOT COVERAGE:	20.8%
PARKING LOT AREA:	96,114 S.F.
NIC FUT. BIKE PATH PARKING	
PARKING SPACES PROVIDED:	214
PATHWAY EASEMENT:	8,924 S.F.
LANDSCAPE AREA:	51,345 S.F.

STORM WATER RETAINAGE TO BE PROVIDED UNDERGROUND IN OVERSIZED PIPING OR ADDITIONAL TANKS PRIOR TO RELEASE TO CITY DRAINS

SCHEME K rev
SITE PLAN
1"=30'-0"

DATE	NO.	REVISIONS

BODNER & KERIK
ARCHITECTS INC.
432 COLUMBUS AVENUE
SANDUSKY, OHIO 44870
PHONE: (419)625-2081 bkarch@sbcglobal.net

BUILDING ADDITION FOR
TWIN STAR ENTERTAINMENT
2097 CLEVELAND RD.
SANDUSKY OHIO 44870

DATE:	7-2-22
DRAWN BY:	SKK
JOB NO.:	1618
SHEET	
1	OF N

PLANK

CITY OF SANDUSKY
SANDUSKY STAR LANES
PERMANENT EASEMENT

ReSituating in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Sandusky Star Lanes, by deed recorded in Volume 340 Page 643 of Erie County records and being more fully described as follows:

Commencing from a point at the northeasterly corner of parcel number 57-04187.000;

1. Thence S46° 55' 42" W along the east line of said Sandusky Star Lanes lands, 405.91 feet to the southeasterly corner thereof said point being on the northwesterly line of Sprucewood Drive;
2. Thence S 40° 56' 21" W along the south line of said Sandusky Star Lanes and northwesterly line of Remington Ave (33' R/W), 24.81 feet to a point;
3. Thence N 62° 09' 48" W, 19.31 feet to a point;
4. Thence 50.43 feet along the arc of a curve to the right, having a radius of 89.00 feet and a chord of 49.76 feet that bears N 44° 03' 04" W, to a point;
5. Thence 26.35 feet along the arc of a curve to the left having a radius of 79.56 feet and a chord of 26.23 feet that bears N 35° 06' 50" W, to a point;
6. Thence N 46° 55' 41" W, 236.48 feet to a point;
7. Thence 44.06 feet along the arc of a curve to the right having a radius of 115.00 feet and a chord of 43.79 feet that bears N 35° 57' 04" W, to a point;
8. Thence 34.23 feet along the arc of a curve to the left having a radius of 115.00 feet and a chord of 34.10 feet that bears N 33° 30' 06" W, to the north line of said Sandusky Star Lanes lands;
9. Thence N 41° 18' 24" E, along the north line of said Sandusky Star Lanes lands, 5.74 feet to the Place of Beginning and containing 0.2061 acres of land, more or less.




March 31, 2022

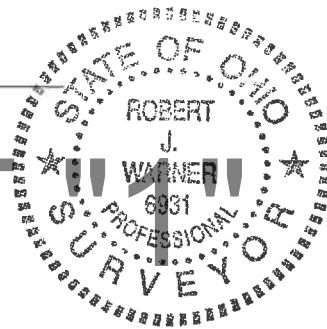
CITY OF SANDUSKY
SANDUSKY STAR LANES
PERMANENT EASEMENT

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-04187.000


Robert J. Warner P.S. 6931. 3-31-2022

EXHIBIT





DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: July 26, 2022

Subject: Commission Agenda Item – ERI-SR4-10.66 (Hayes Avenue) Project -Parcel 1-WD and 3-WD donation from Firelands Regional Medical Center for permanent Right of Way

ITEM FOR CONSIDERATION: Legislation to accept donations of land for parcel 1-WD 0.0010AC part of parcel no. 57-05208.000 at the northeast corner of Hayes Avenue and Pierce Street and for parcel 3-WD 0.0015AC part of parcel no. 58-60610.000 at the southwest corner of Hayes Avenue and Tyler Street.

BACKGROUND INFORMATION: During the design phase on the ERI-SR4-10.66 (Hayes Avenue) Project, the consulting firm Carpenter Marty, had noted that there was a need for additional right of way at northeast corner of Hayes Avenue and Pierce Street and also at the southwest corner of Hayes Avenue and Tyler Street. Both locations involve traffic signal poles and foundations. The additional right of way needed at Hayes and Pierce is for the new signal pole foundation and mast arm that will be installed. The additional right of way needed at Hayes and Tyler is for an existing signal pole foundation and mast arm be entirely located within public right of way. Carpenter Marty and their subconsultant TranSystems have worked with property owners on acquisition services. Firelands Regional Medical Center has been very supportive of the proposed improvements along Hayes Avenue and have agreed to donate the necessary property for right of way purposes.

BUDGETARY INFORMATION: There will be no cost for the donation of these parcels and the recording fees are included in the design contract with Carpenter Marty.

ACTION REQUESTED: It is recommended that proper legislation be prepared accepting the donations of property from Firelands Regional Medical Center for permanent right of way t and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for the design consultant, Carpenter Marty, to meet the ODOT deadline of August 26, 2022 for completed Stage 3 Plans which include R/W clearance.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

LPA
Rev. 01/2010

DONATION LETTER

July 20, 2022

Firelands Regional Medical Center, an Ohio non-profit corporation
Attn: Robert M. Moore, Executive Vice President & Secretary
1111 Hayes Avenue
Sandusky, OH 44870

Re: ERI-4-10.66
1-WD
PID 109523

Dear Mr. Moore:

Your real property is needed by the City of Sandusky for a transportation improvement project. As such, you are hereby advised that you have the right to have your property appraised by a competent appraiser and you have the right to accompany the appraiser on the inspection of your property. You have the right to be provided a written offer for the full amount of the fair market value as determined by the agency based upon the appraisal. You have the right to negotiate with the agency and if an acceptable agreement cannot be reached, the right to have the value determined by a court of law. You also have the right to be paid the full amount of the fair market value before being required to surrender possession of your property. Notwithstanding these rights, we understand you are willing to waive all, or any part of your rights noted and willingly agree to donate the property needed for the transportation project. The property is described in the attached Exhibit A which is incorporated herein.

Please be advised that if you desire to use the donation for a tax deduction, you should seek advice from the Internal Revenue Service or a tax expert regarding the current rules for appraisal valuation

The undersigned hereby acknowledges that he/she has been fully advised by an City of Sandusky representative of his/her rights reflected above and agrees to: (1) Waive the right to receive just compensation for the property, (2) An appraisal was prepared for the property being acquired and it has been provided to you, (3) Execute the necessary conveyance instrument to transfer said property to the City of Sandusky.

Respectfully,



Iain Crouch, Right of Way Specialist
TranSystems Real Estate Consulting, Inc.
Representing The City of Sandusky

Firelands Regional Medical Center, an Ohio non-profit corporation



By: Robert M. Moore, Executive Vice President & Secretary



Date

DONATION LETTER

July 20, 2022

Firelands Regional Medical Center fka Firelands Regional Health System, fka Firelands
Community Hospital
Attn: Robert M. Moore, Executive Vice President & Secretary
1111 Hayes Avenue
Sandusky, OH 44870

Re: ERI-4-10.66
3-WD
PID 109523

Dear Mr. Moore:

Your real property is needed by the City of Sandusky for a transportation improvement project. As such, you are hereby advised that you have the right to have your property appraised by a competent appraiser and you have the right to accompany the appraiser on the inspection of your property. You have the right to be provided a written offer for the full amount of the fair market value as determined by the agency based upon the appraisal. You have the right to negotiate with the agency and if an acceptable agreement cannot be reached, the right to have the value determined by a court of law. You also have the right to be paid the full amount of the fair market value before being required to surrender possession of your property. Notwithstanding these rights, we understand you are willing to waive all, or any part of your rights noted and willingly agree to donate the property needed for the transportation project. The property is described in the attached Exhibit A which is incorporated herein.

Please be advised that if you desire to use the donation for a tax deduction, you should seek advice from the Internal Revenue Service or a tax expert regarding the current rules for appraisal valuation

The undersigned hereby acknowledges that he/she has been fully advised by an City of Sandusky representative of his/her rights reflected above and agrees to: (1) Waive the right to receive just compensation for the property, (2) An appraisal was prepared for the property being acquired and it has been provided to you, (3) Execute the necessary conveyance instrument to transfer said property to the City of Sandusky.

Respectfully,



Iain Crouch, Right of Way Specialist
TranSystems Real Estate Consulting, Inc.
Representing The City of Sandusky

Firelands Regional Medical Center fka Firelands Regional Health System, fka Firelands
Community Hospital



By: Robert M. Moore, Executive Vice President & Secretary

7/19/22

Date

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A DONATION OF A PORTION OF REAL PROPERTY LOCATED AT THE NORTHEAST CORNER OF HAYES AVENUE AND PIERCE STREET, PARCEL NO. 57-05208.000, FROM FIRELANDS REGIONAL MEDICAL CENTER FOR PUBLIC RIGHT-OF-WAY RELATING TO THE HEALTHY HAYES SAFETY IMPROVEMENTS PROJECT; 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 for professional design services with Carpenter Marty Transportation, Inc. of Columbus, Ohio, for the Healthy Hayes Safety Improvements Project by Ordinance No. 20-078, passed on May 11, 2020; and

WHEREAS, the Healthy Hayes Safety Improvements Project will include full traffic signal reconstruction at Pierce Street and Columbus Avenue intersections, signal upgrades at Osborn and Tyler Street intersections, high visibility crosswalk markings at all crosswalks, school zone flashers on Hayes Avenue, Rectangular Rapid Flash Beacons (RRFBS) at Johnson Street and Firelands south campus, and pavement marking upgrades from Pierce Street to Osborne Street; and

WHEREAS, during the design phase of the Healthy Hayes Safety Improvements Project, (ERI-SR4-10.66, PID 109523), the consultant, Carpenter Marty Transportation, Inc. noted that there was a need for additional right-of-way at the northeast corner of Hayes Avenue and Pierce Street and at the southwest corner of Hayes Avenue and Tyler Street for signal pole foundations and mast arms to be entirely located within public right-of-way; and

WHEREAS, Firelands Regional Medical Center owns the real property located at the northeast corner of Hayes Avenue and Pierce Street, Parcel No. 57-05208.000, and has agreed to donate the necessary portion of property for right-of-way purposes for the Healthy Hayes Safety Improvements Project; and

WHEREAS, approval to accept a donation of a portion of real property from Firelands Regional Medical Center for right-of-way at the southwest corner of Hayes Avenue and Tyler Street is being requested in companion legislation; 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 meet the Ohio Department of Transportation's deadline of August 26, 2022 for completed Stage 3 Plans which include right-of-way clearance; 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 accepts the donation of a portion of real property from Firelands Regional Medical Center located at the northeast corner of Hayes Avenue and Pierce Street, Parcel No. 57-05208.000, and further described in the Quit Claim Deed, a copy of which is attached and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

QUIT CLAIM DEED

Firelands Regional Medical Center, an Ohio non-profit corporation, the Grantor(s), as a GIFT/DONATION to the Grantee named, does grant and forever Quit Claim to City of Sandusky, the Grantee, all right, title and interest in fee simple in the following described real estate:

EXHIBIT "1"

PARCEL(S): 1-WD
ERI-SR4-10.66

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-05208.000

Prior Instrument Reference: INST. 201306955, Erie County Recorder's Office.

To have and to hold said parcel(s) unto the Grantee, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

The above parcel(s) conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees as follows:

(A) All alternatives to a proposed alignment of the highway project shall be studied and considered pursuant to the "National Environmental Policy Act of 1969," 83 Stat. 852, 42 U.S.C.A. 4321 et seq., as amended.

(B) Acceptance of the donation shall not influence the environmental assessment of the highway project, including the decision relative to the need to construct the project or selection of its specific location.

(C) The donated interest shall revert to the grantor or his successors or assigns if the interest is not required for the alignment chosen for the highway project after public hearings, if hearings are required, and adoption of the environmental document.

As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees that if at anytime the property granted, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for, or in connection with, a road that shall be open to the public without charge, then Grantee shall vacate its road over the property granted, or the relevant part thereof, to Grantor or Grantor's then current successor in interest of record at no cost.

IN WITNESS WHEREOF Firelands Regional Medical Center, an Ohio non-profit corporation has caused its name to be subscribed by Robert M. Moore, its duly authorized Executive Vice President and Secretary, and its duly authorized agent on the 19 day of July, 2022.

FIRELANDS REGIONAL MEDICAL CENTER, AN OHIO
NON-PROFIT CORPORATION

By: Robert M. Moore
Robert M. Moore, Executive Vice President and
Secretary

STATE OF OHIO, COUNTY OF ERIE SS:

BE IT REMEMBERED, that on the 19 day of July, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Robert M. Moore, who acknowledged being the Executive Vice President and Secretary and duly authorized agent of Firelands Regional Medical Center, an Ohio non-profit corporation, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Robert M. Moore with regard to the notarial act.

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

Elizabeth Meggitt
Elizabeth Meggitt
NOTARY PUBLIC
My Commission expires: 8-7-23

This document was prepared by: City of Sandusky



EXHIBIT A

LPA RX 851 WD

Page 1 of 3

Rev. 06/09

Ver. Date 06/06/21

PID 109523

**PARCEL 1-WD
ERI-S.R. 4-10.66
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF SANDUSKY, ERIE COUNTY, OHIO**

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

[Surveyor's description of the premises follows]

EXHIBIT "1"

Situated in the City of Sandusky, County of Erie, State of Ohio, being in part of the Fire Lands of the Connecticut Western Reserve, and being part of original Lot Number 112, in the Rockwell, Curtis, and Whitworth Subdivision, as recorded in Plat book 5, Page 5 and being part of a calculated 0.0918 acre tract conveyed to **Firelands Regional Medical Center, an Ohio non-profit corporation** by Instrument 201306955, all references being to the Erie County Recorder's Office, Erie County, Ohio, and being bounded and more particularly described as follows:

Being a parcel of land lying on the right side of the centerline of existing right-of-way of State Route 4 (Hayes Avenue) as shown and delineated upon the right-of-way plans designated as ERI-S.R.4-10.66 prepared for the City of Sandusky by Carpenter Marty Transportation Inc., as recorded in Plat Book 14, Page 185 (made a part hereof by reference), and being more particularly described as follows:

Beginning at a point at the intersection of the centerlines of right-of-way of State Route 4 (Hayes Avenue) and Pierce Street, being at Station 577+25.50 in said centerline of State Route 4 and Station 12+17.09 in said centerline of Pierce Street, said point being witnessed by an iron pin found in a monument box North 42° 10' 04" West a distance of 0.10 feet and being 0.09 feet left of Station 577+25.51 in said centerline of State Route 4;

Thence along said centerline of State Route 4 North 19° 29' 27" East a distance of 44.35 feet to a point at Station 577+69.85 in said centerline;

EXHIBIT A

LPA RX 851 WD

Page 2 of 3

Rev. 06/09

Thence leaving said centerline along a line South 70° 30' 33" East a distance of 30.00 feet to a point at the Grantor's southwesterly corner, said point also being at the intersection of the existing easterly right-of-way line of said State Route 4 and the existing northerly right-of-way line of said Pierce Street, said point being 30.00 feet right of Station 577+69.85 in said centerline of State Route 4 and 33.00 feet left of Station 12+59.24 in said centerline of Pierce Street, and being the **TRUE PLACE OF BEGINNING** for the parcel herein conveyed;

Thence along said easterly right-of-way line and the Grantor's westerly line **North 19° 29' 27" East** a distance of **9.15 feet** to an iron pin set, said pin being 30.00 feet right of Station 577+79.00 in said centerline;

Thence across the Grantor's tract along a new line **South 39° 52' 20" East** a distance of **11.62 feet** to an iron pin set in said northerly right-of-way line of Pierce Street and in the Grantor's southerly line, said pin being 33.00 feet left of Station 12+69.75 in said centerline;

Thence along said line **North 88° 23' 04" West** a distance of **10.51 feet** to the **TRUE PLACE OF BEGINNING**, containing 0.0010 acres, of which the present road occupies 0.0000 acres and resulting in a net area of 0.0010 acres.

The above described 0.0010-acre tract is located in Erie County Auditor's Parcel Number 57-05208.000.

Grantor claims title by Instrument 201306955 of the Erie County Recorder's Office.

The bearings found herein are based on Grid North of the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Control for the bearings shown herein were determined by GPS observations. Bearings are shown to indicate angle only and are for project use only.

This description is based on a survey performed for the City of Sandusky in December of 2020 by Environmental Design Group. This description was prepared and reviewed on August 6, 2021 by Michael D. Weeks, Registered Surveyor Number 7357.

EXHIBIT A

LPA RX 851 WD

Page 3 of 3

Rev. 06/09

Monuments referred to as iron pins set are $\frac{3}{4}$ " x 30" topped by a 2" diameter aluminum cap stamped "R/W, CMT, P.S. 7357". Right of way monuments called for as set herein will be set upon completion of the acquisition process.

Michael D. Weeks

Michael D. Weeks

Professional Surveyor S-7357



11-04-2021

Date

"1"

APPROVED as per Erie County Requirements
and Sections 4733-37 thru 4733- of the Ohio
Administrative Code only. No Field verifications
accuracy made.

Michael J. Farrell

Engineer/Surveyor: Erie County Engineer's

Date:

12-13-2021

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A DONATION OF A PORTION OF REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF HAYES AVENUE AND TYLER STREET, PARCEL NO. 58-60610.000, FROM FIRELANDS REGIONAL MEDICAL CENTER FOR PUBLIC RIGHT-OF-WAY RELATING TO THE HEALTHY HAYES SAFETY IMPROVEMENTS PROJECT; 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 for professional design services with Carpenter Marty Transportation, Inc. of Columbus, Ohio, for the Healthy Hayes Safety Improvements Project by Ordinance No. 20-078, passed on May 11, 2020; and

WHEREAS, the Healthy Hayes Safety Improvements Project will include full traffic signal reconstruction at Pierce Street and Columbus Avenue intersections, signal upgrades at Osborn and Tyler Street intersections, high visibility crosswalk markings at all crosswalks, school zone flashers on Hayes Avenue, Rectangular Rapid Flash Beacons (RRFBS) at Johnson Street and Firelands south campus, and pavement marking upgrades from Pierce Street to Osborne Street; and

WHEREAS, during the design phase of the Healthy Hayes Safety Improvements Project, (ERI-SR4-10.66, PID 109523), the consultant, Carpenter Marty Transportation, Inc. noted that there was a need for additional right-of-way at the northeast corner of Hayes Avenue and Pierce Street and at the southwest corner of Hayes Avenue and Tyler Street for signal pole foundations and mast arms to be entirely located within public right-of-way; and

WHEREAS, Firelands Regional Medical Center owns the real property located at the southwest corner of Hayes Avenue and Tyler Street, Parcel No. 58-60610.000, and has agreed to donate the necessary portion of property for right-of-way purposes for the Healthy Hayes Safety Improvements Project; and

WHEREAS, approval to accept a donation of a portion of real property from Firelands Regional Medical Center for right-of-way at the northeast corner of Hayes Avenue and Pierce Street is being requested in companion legislation; 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 meet the Ohio Department of Transportation's deadline of August 26, 2022 for completed Stage 3 Plans which include right-of-way clearance; 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 accepts the donation of a portion of real property from Firelands Regional Medical Center located at the southwest corner of Hayes Avenue and Tyler Street, Parcel No. 58-60610.000, and further described in the Quit Claim Deed, a copy of which is attached and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

QUIT CLAIM DEED

Firelands Regional Medical Center, fka Firelands Regional Health System, fka Firelands Community Hospital, the Grantor(s), as a GIFT/DONATION to the Grantee named, does grant and forever Quit Claim to City of Sandusky, the Grantee, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 3-WD
ERI-SR4-10.66

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 58-60610.000

Prior Instrument Reference: Bk. 256, Pg. 801, Erie County Recorder's Office.

To have and to hold said parcel(s) unto the Grantee, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

The above parcel(s) conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees as follows:

(A) All alternatives to a proposed alignment of the highway project shall be studied and considered pursuant to the "National Environmental Policy Act of 1969," 83 Stat. 852, 42 U.S.C.A. 4321 et seq., as amended.

(B) Acceptance of the donation shall not influence the environmental assessment of the highway project, including the decision relative to the need to construct the project or selection of its specific location.

(C) The donated interest shall revert to the grantor or his successors or assigns if the interest is not required for the alignment chosen for the highway project after public hearings, if hearings are required, and adoption of the environmental document.]

As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees that if at anytime the property granted, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for, or in connection with, a road that shall be open to the public without charge, then Grantee shall vacate its road over the property granted, or the relevant part thereof, to Grantor or Grantor's then current successor in interest of record at no cost.

IN WITNESS WHEREOF Firelands Regional Medical Center, fka Firelands Regional Health System, fka Firelands Community Hospital has caused its name to be subscribed by Robert M. Moore, its duly authorized Executive Vice President and Secretary, and its duly authorized agent on the 19th day of July, 2022.

FIRELANDS REGIONAL MEDICAL CENTER, FKA
FIRELANDS REGIONAL HEALTH SYSTEM, FKA
FIRELANDS COMMUNITY HOSPITAL

Robert M. Moore
By: Robert M. Moore, Executive Vice President and Secretary

STATE OF OHIO, COUNTY OF ERIE SS:

BE IT REMEMBERED, that on the 19 day of July, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Robert M. Moore, who acknowledged being the Executive Vice President and Secretary and duly authorized agent of Firelands Regional Medical Center, fka Firelands Regional Health System, fka Firelands Community Hospital, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Robert M. Moore with regard to the notarial act.

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

Elizabeth Meggitt
Elizabeth Meggitt
NOTARY PUBLIC
My Commission expires: 8-7-23

This document was prepared by: City of Sandusky

EXHIBIT A

LPA RX 851 WD

Page 1 of 3

Rev. 06/09

Ver. Date 11/23/21

PID 109523

**PARCEL 3-WD
ERI-S.R. 4-10.66
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF SANDUSKY, ERIE COUNTY, OHIO**

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

[Surveyor's description of the premises follows]

EXHIBIT "1"
Situating in the City of Sandusky, County of Erie, State of Ohio, being in part of the Fire Lands of the Connecticut Western Reserve, and being part of original Lot Number 120 of Keech's Addition, as recorded in Plat book 2, page 20, and being part of a calculated 0.7203 acre tract conveyed to **Firelands Regional Medical Center, an Ohio non-profit corporation** by Deed Book 256, Page 801, all references being to the Erie County Recorder's Office, Erie County, Ohio, and being bounded and more particularly described as follows:

Being a parcel of land lying on the left side of the centerline of existing right-of-way of State Route 4 as shown and delineated upon the right-of-way plans designated as ERI-S.R.4-10.66 prepared for the City of Sandusky by Carpenter Marty Transportation Inc., as recorded in Plat Book 14, Page 185 (made a part hereof by reference), and being more particularly described as follows:

Beginning at an iron pin inside a monument box to be set during construction at the intersection of the centerlines of right-of-way of State Route 4 (Hayes Avenue) and Tyler Street, being at Station 604+00.99 in said centerline of State Route 4 and Station 18+17.95 in said centerline of Tyler Street;

Thence along said centerline South 19° 39' 50" West a distance of 44.46 feet to a point at Station 603+56.52 in said centerline;

EXHIBIT A

LPA RX 851 WD

Page 2 of 3

Rev. 06/09

Thence leaving said centerline along a line North 70° 20' 10" West a distance of 30.00 feet to a point at the Grantor's northeasterly corner, said point also being at the intersection of the existing westerly right-of-way line of State Route 4 and the existing southerly right-of-way line of said Tyler Street, said point being 30.00 feet left of Station 603+56.52 in said centerline of State Route 4 and 33.00 feet right of Station 17+75.66 in said centerline of Tyler Street, and being the **TRUE PLACE OF BEGINNING** for the parcel herein conveyed;

Thence along the said westerly right-of-way line and the Grantors easterly line **South 19° 39' 50" West** a distance of **9.52 feet** to an iron pin set, said pin being 30.00 feet left of Station 603+47.00 in said centerline;

Thence across the Grantor's tract along a new line **North 50° 48' 00" West** a distance of **14.85 feet** to an iron pin set in the existing southerly right-of-way line of said Tyler Street and in the Grantor's northerly line, said pin being 33.00 feet right of Station 17+60.94 in said Tyler Street centerline;

Thence along said line **South 88° 21' 31" East** a distance of **14.72 feet** to the **TRUE PLACE OF BEGINNING**, containing 0.0015 acres, of which the present road occupies 0.0000 acres and resulting in a net area of 0.0015 acres.

The above described 0.0015-acre tract is located in Erie County Auditor's Parcel Number 58-60610.000.

Grantor claims title by Deed Book 256, Page 801 of the Erie County Recorder's Office.

The bearings found herein are based on Grid North of the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Control for the bearings shown herein were determined by GPS observations. Bearings are shown to indicate angle only and are for project use only.

This description is based on a survey performed for the City of Sandusky in December of 2020 by Environmental Design Group. This description was prepared and reviewed on November 23, 2021 by Michael D. Weeks, Registered Surveyor Number 7357.

EXHIBIT A

LPA RX 851 WD

Page 3 of 3

Rev. 06/09

Monuments referred to as iron pins set are $\frac{3}{4}$ " x 30" topped by a 2" diameter aluminum cap stamped "R/W, CMT, P.S. 7357". Right of way monuments called for as set herein will be set upon completion of the acquisition process.

Michael D. Weeks

Michael D. Weeks
Professional Surveyor S-7357



11-23-2021

Date

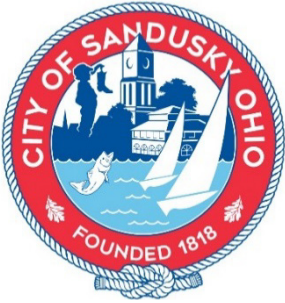
EXHIBIT "1"

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

Michael T. Farrell

Engineer/Surveyor: Erie County Engineer's

Date: 12-13-2021



Community Development

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5832

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: July 26, 2022

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 438 Camp Street and further identified by the Auditor as Erie County Parcel No. 59-60589.000. Crystal Hester has requested to purchase this parcel for the purpose of new residential development. Ms. Hester proposes construct a single family residence, which will be owner occupied on the parcel.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel into the Land Bank on December 27, 2011 pursuant to Resolution 051-11R. The vacant lot is triangular shaped and .065 acre with dimensions of approximately 45' x 116'. The property is currently zoned "R2F" Two-Family Residential, which would allow for this type of development.

Ms. Hester proposes to construct a modest two (2) bedroom, one (1) bathroom home on the property that will be owner occupied. The Applicant has been in communication with City Planning Staff to ensure the project will meet the minimum requirements of the City's Zoning Code. Due to the odd shape of the parcel, they have agreed that the lot is suitable for this footprint.

The Applicant is offering to purchase this parcel for \$1,630.00, which is the current valuation as determined by the Erie County Auditor's office. If there is a valid sale and deed transfer on this parcel, the Applicant will request the adjoining vacant parcel through the Mow to Own program as the adjoining property owner. She is prepared to make this payment as quickly as necessary to move forward with her plans.

This proposed sale will place this vacant non-productive parcel back into tax producing status and add new residential development to the currently vacant land. The Land Bank Committee approved the application on July 18, 2022 contingent on approval from City Commission, approval from all other boards not limited to Planning Commission and Board of Zoning Appeals, approval through Building Division through all required permits and a fully executed purchase and sale agreement and the conditions within.

BUDGET IMPACT: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of these expenses from the sale and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting approximately one hundred dollars (\$100.00) per year in real estate taxes, which will increase after the land is redeveloped.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Crystal Hester to sell the property no longer needed for any municipal purpose located at 438 Camp Street, and further identified by the Auditor as Erie County Parcel No. 59-60589.000 for a purchase price of one thousand six hundred thirty dollars (\$1,630.00). It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Debi Eversole,
Housing Development Specialist

I concur with this recommendation:

Jonathan Holody
Community Development Manager

Eric L. Wobser,
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-60589.000, AND LOCATED AT 438 CAMP STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located at 438 Camp Street, Parcel No. 59-60589.000, by Resolution No. 051-11R, passed on December 27, 2011, under said Land Reutilization Program, which property is more specifically described in Exhibit "A", which property is no longer needed for any municipal purpose; and

WHEREAS, Crystal Hester has requested to purchase this parcel for the purpose of new residential development and proposes to construct a modest two (2) bedroom, one (1) bathroom home on the property to be owner occupied; and

WHEREAS, the purchase price of the property is \$1,630.00, which is the current Erie County Auditor's valuation of the property and no less than fair market value; and

WHEREAS, the Land Bank Committee met on July 18, 2022, and approved the acquisition and sale of this property to Crystal Hester; and

WHEREAS, the cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and these costs will be recouped by the City upon sale and any proceeds of the sale shall be dispersed in accordance with Ohio Revised Code Section 5722.08; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 59-60589.000, located at 438 Camp Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2022, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Crystal Hester, 10620 Ashbury Avenue, Cleveland, Ohio 44106, hereinafter referred to as the "Purchaser(s)".

WITNESSETH:

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

- 1) The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located at 438 Camp Street, Erie County Parcel Number 59-60589.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, and hereinafter referred to as the "Property."
- 2) The total purchase price for the Property is one thousand six hundred thirty dollars (\$1,630.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor.
- 3) Seller shall furnish to Purchaser a Quit Claim Deed conveying to Purchaser all of the Seller's interest in the Property. The Property shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
- 4) Purchaser shall construct a single-family dwelling on the parcel that will include two (2) bedrooms and one (1) bathroom according to the plans attached hereto and incorporated herein as Exhibit "B". Completion of construction shall occur within twelve (12) months from the date Purchaser acquires title. If the Purchaser fails to complete construction within twelve (12) months from the date Purchaser acquires title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional months may be granted upon written request from the Purchaser.
- 5) The closing date of this transaction shall be no later than September 8, 2023 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Fidelity National Title Insurance Company of Sandusky, Ohio, 402 Columbus Avenue, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed

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

- 6) The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
- 7) On the closing date, the escrow agent shall file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.
- 8) The expenses of closing shall be paid in the following manner:
 - a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchaser.
 - b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Seller.
 - c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
 - d) The cost of transfer and recording of the deed shall be paid by Purchaser.
 - e) Any tax imposed on the conveyance of title to the property to Purchaser shall be paid by Purchaser.
 - f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchaser.
- 9) Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
- 10) The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of this property.

- 11) In the event that the Purchaser breaches this Agreement by not closing this transaction on or before September 8, 2023, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).
- 12) This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
- 13) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
- 14) This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.

SIGNATURE PAGES TO FOLLOW

EXHIBIT "1"

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASER(S):

Crystal Hester

State of Ohio)

) ss:

County of Erie)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Crystal Hester, and acknowledged the execution of the foregoing instrument and that the same is their voluntary act and deed.

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

NOTARY PUBLIC

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2022, 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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

Approved as to Form:

Brendan Heil #0091991
Law Director
City of Sandusky

EXHIBIT A

PARCEL NO. 1: Situated in the City of Sandusky, County of Erie and State of Ohio: Being those parts of Lots Numbers One (1) and Two (2) on Camp Street in Scranton's Survey, as recorded in Volume 1 of Deeds, Page 28, Erie County, Ohio, bounded and described as follows: Beginning at a point on the east line of said Camp Street and the center line of said Lot Number Two (2); thence north on the east line of Camp Street, forty-six and five tenths (46.5) feet; thence east at right angles to Camp Street, one hundred and seventeen (117.00) feet to said center line of Lot Number Two (2); thence southwesterly on said center line, one hundred and twenty-six (126.00) feet to the place of beginning.

PARCEL NO. 2: Situated in the City of Sandusky, County of Erie and State of Ohio: Being the south one-half (1/2) of Lot Number Two (2) on Camp Street in Scranton's Survey, as recorded in Volume 1 of Deeds, Page 28, Erie County, Ohio, excepting therefrom the east three (3) rods thereof.

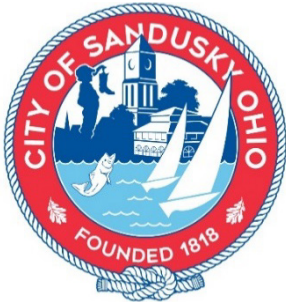
EXHIBIT "A"

438 Camp Street

Exhibit "B"

Floor Plan





COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: July 26, 2022

RE: City Commission Agenda Item – Purchase and Sale Agreement 527 McDonough Street.

ITEMS FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute 'Purchase and Sale Agreements' for non-productive land currently in the City of Sandusky's Land Reutilization Program that is no longer needed for any municipal purpose located at 527 McDonough Street and further identified as Erie County Parcel No. 59-01204.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City acquired this nonproductive land upon gift of deed in lieu of foreclosure proceedings. The City Commission approved acquisition of this parcel by Resolution No. 019-20R, passed on May 26, 2020. The City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of nonproductive land situated within the City of Sandusky and supports neighborhood revitalization and promotes that ownership of unbuildable vacant lots located between existing property owners shall be offered equal portions to the adjoining property owners. In this case, there are three (3) applicants.

The sale price of this parcel is six thousand two hundred dollars (\$6,200.00), which is not less than fair market value as determined by the Erie County Auditor's Valuation. Each Applicant will be responsible for a portion of this cost.

Angela Woods, residing at 1011 W. Madison Street, adjoins the property at the rear of her parcel. She requests a portion that when split will be approximately 33' x 33' (.25 of the lot) to expand her rear yard. The purchase of this portion is one thousand five hundred fifty dollars (\$1,550.00). Ms. Woods will pay an earnest money deposit of nine hundred fifty one dollars and fifty cents (\$951.50) with the remaining balance of five hundred ninety eight dollars and fifty cents (\$598.50) being paid through in kind maintenance for six (6) months. It is required to combine both portions of land.

Marcha Kieffer, property owner of 523 McDonough Street, adjoins the property from the north. She requests a portion that when split will be approximately 16.5' x 99' (.375 of the lot) to expand her side yard. The purchase of this portion is two thousand three hundred twenty five dollars (\$2,325.00). Ms. Keiffer will pay an earnest money deposit of nine hundred fifty one dollars and fifty cents (\$951.50) with the remaining balance of one thousand three hundred seventy three dollars and fifty cents (\$1,373.50) being paid through in kind maintenance for twelve (12) months. It is required to combine both portions of land.

Mark Ortolani, residing at 531 McDonough Street, adjoins the property from the south. He requests a portion that when split will be approximately 16.5' x 99' (.375 of the lot) to expand his side yard. The purchase price of this portion is two thousand three hundred twenty five dollars (\$2,325.00). Mr. Ortolani will pay an earnest money deposit of nine hundred fifty one dollars and fifty cents (\$951.50) with the remaining balance of one thousand three hundred seventy three dollars and fifty cents (\$1,373.50) being paid through in kind maintenance twelve (12) months. It is required to combine both portions of land.



The Land Bank Committee approved the acquisition and sale through the “Mow to Own” Side Lot Disposition Program on May 16, 2022.

BUDGET IMPACT: The cost associated with these purchase agreements is the total amount of the recording and transfer fees, survey and legal descriptions and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately one hundred fifty dollars (\$150.00) per year.

ACTION REQUESTED: It is requested legislation be approved allowing the City Manager to enter into purchase agreements for the sale of non-productive property no longer needed for any municipal purpose located at 527 McDonough Street, Sandusky, Ohio, Erie County Parcel No. 59-01204.000 to the adjoining property owners Angela Woods, Marcha Kieffer and Mark Ortolani. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to execute the agreements in a timely manner to ensure timely sale and maintenance of the lot.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Jonathan Holody, Community Development Manager

Eric L. Wobser, City Manager

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

CITY OF SANDUSKY OHIO



LAND REUTILIZATION PROGRAM

"MOW TO OWN"

SIDE LOT DISPOSITION PROGRAM

EXHIBIT

"B"

The City of Sandusky's "Mow to Own" Side Lot Disposition Program aims to stabilize and strengthen property owners' investments in their neighborhoods by transferring vacant, abandoned and tax delinquent parcels that are of insufficient size to permit independent development to adjacent property owners through the Land Reutilization Program. The parcels are generally too small to be developed based on current zoning regulations. The City of Sandusky has many parcels that were platted at a time when houses were typically much smaller and closer together and off-street parking was not needed. Today, the City of Sandusky's zoning regulations do not allow development on these small parcels. In addition, prospective homebuyers generally are more attracted to larger residential lots for reasons such as desire for a larger house and a spacious yard. Given the limited usefulness of side lot parcels for development due to zoning regulations and homebuyer preferences, the "Mow to Own" Side Lot Disposition Program will encourage the adjacent property owners to purchase these parcels for yard expansion and off-street parking at a reasonable cost. Pursuant to the Ohio Revised Code, the parcels acquired by the Land Reutilization Program must be sold for not less than fair market value. The "Mow to Own" Side Lot Disposition Program will encourage the adjacent property owners to purchase these unbuildable parcels by requiring a small non-refundable earnest money deposit to cover the City's cost of acquisition with the balance to be paid for by in-kind service of mowing and maintaining the lot over a certain number of years. The required years will be determined by subtracting the required non-refundable earnest money deposit from the Erie County Auditor's appraisal value and then dividing the balance by the average yearly cost of the City to mow and maintain the parcel. A Purchase Agreement will be

entered into that will expire at the end of the required number of years that will require the parcel to be properly mowed and maintained. If at any time it is not adequately maintained within the required number of years, the Purchase Agreement will become null and void and the City will keep the non-refundable earnest money deposit. Once the terms of the Purchase Agreement have been met, the closing will take place and the title will be transferred to the adjoining owner.

By implementing the "Mow to Own" Side Lot Disposition Program, the City aims to produce several positive outcomes by transferring ownership to the adjacent property owners:

1. To stabilize neighborhoods by transferring vacant and abandoned properties to adjacent property owners who are more likely to care for the land next to their home.
2. The evidence of use and a well-maintained condition will help to improve the neighborhood character and appearance.
3. Reduce the public costs associated with maintaining these properties.
4. Encourage the creation of off-street parking where there currently is none.
5. Return these properties to the tax roll and increase property tax revenue for Erie County and the City of Sandusky.

The Land Reutilization Program aims to stabilize neighborhoods that are in decline with many vacant, abandoned and tax delinquent properties. Providing incentives for adjacent property owners to take ownership of vacant land will strengthen the neighborhood's character, appearance, and better sense of community.

A. Qualified Properties.

Parcels of property eligible for inclusion in the "Mow to Own" Side Lot Disposition Program shall meet all of the requirements pursuant to the City of Sandusky's Land Reutilization Program Policy and Procedures and shall also meet the following minimum criteria:

1. The property shall be vacant unimproved real property.
2. The property shall be physically contiguous to the adjacent owner's real property with a significant common boundary line.
3. The property shall consist of no more than one lot of insufficient size to permit independent development, which for the purposes of the Mow to Own Program shall be defined as a lot smaller than 40' X 125' or, in the case of an irregular shaped lot, as determined by the Land Bank Committee with the final approval of City Commission.

B. Applicants.

1. All applicants must own the contiguous property, and priority shall be given to applicants who personally occupy the contiguous property.
2. The applicant shall not be delinquent on any real estate or personal properties taxes in Erie County.
3. The applicant shall not have a history of property maintenance, nuisance and/or building code violations.
4. The applicant shall not own any property that has an unremediated property maintenance, nuisance and/or building code violation.
5. Applicants must meet all other requirements pursuant to the City of Sandusky's Land Reutilization Policy and Procedures.

C. Purchase.

1. Lots purchased for addition to existing developed properties shall be sold with deed restrictions prohibiting construction of additional dwelling units and limiting usage to ancillary facilities or building additions.

- The applicant shall obtain all necessary permits from the City before erecting structures on the property (i.e. garage, fence, etc.)
2. Situations not herein defined or deemed to be unusual shall be resolved at the discretion of the Land Bank Committee.

D. Price.

1. The purchase price shall be fair market value as determined by the Erie County Auditor's current valuation and appraisal.
2. The purchaser shall be responsible for the recording and transfer fees in addition to the cost of the lot.
3. The City shall not provide purchaser with title insurance. Title insurance may be purchased independently through the title company by the purchaser.

E. Payment.

1. The purchaser shall provide a non-refundable earnest money deposit in an amount not less than the costs incurred by the City for acquisition of the property.
2. The remaining balance due shall be determined by subtracting the amount of the non-refundable earnest money deposit from the fair market value.
3. The remaining balance due shall be paid by in-kind service of the purchaser by mowing and maintaining the property in a nuisance free condition for a minimum number of years that shall be determined by dividing the remaining balance due by the estimated average yearly cost to the City for mowing and maintaining the property, which shall be rounded up to the next whole number.
4. The purchaser shall agree to mow, maintain and keep the property free from nuisance for the minimum number of years as determined above.
5. If the property owner fails to maintain the property at anytime within the required minimum number of years and is issued a nuisance violation pursuant to the City of Sandusky's Codified Ordinances or if the City must

maintain the property in any way within the required minimum number of years, the purchaser shall be in breach of the Purchase Agreement.

F. Breach of the Purchase Agreement.

1. Upon breach of the Purchase Agreement, the Purchase Agreement shall become null and void and the non-refundable earnest money deposit shall be retained by the City. The property shall be offered to the other adjacent property owner. If the other adjacent property owner declines, or in the event there is no other adjacent property owner, the entire lot shall be offered to the rear abutting property owner.
2. If all of the adjacent/abutting property owners decline, the lot shall be considered for community development efforts such as community gardens, neighborhood play areas and community green areas.

Date: 9-16-11

Approved by: 

Donald C. Icsman
Acting City Manager

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-01204.000, LOCATED AT 527 MCDONOUGH STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF PURCHASE AND SALE AGREEMENTS WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located at 527 McDonough Street, Parcel No. 59-01204.000, by Resolution No. 019-20, passed on May 26, 2020, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, requests were made by the adjoining property owners to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owner, Angela Woods, desires to purchase the western one-third (1/3) of Parcel No. 59-01204.000, which is more specifically described in Exhibit "C" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "B" with respect thereto (the "Purchase Agreement"); and

WHEREAS, adjoining property owner, Marcha Kieffer, desires to purchase the northern one-third (1/3) of Parcel No. 59-01204.000, which is more specifically described in Exhibit "E" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "D" with respect thereto (the "Purchase Agreement"); and

WHEREAS, adjoining property owner, Mark Ortolani, desires to purchase the southern one-third (1/3) of Parcel No. 59-01204.000, which is more specifically described in Exhibit "G" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "F" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the Land Bank Committee met on May 16, 2022, and approved the acquisitions and sale of the property to Angela Woods, Marcha Kieffer, and Mark Ortolani through the "Mow to Own" Side Lot Disposition Program; and

WHEREAS, the cost associated with these purchase and sale agreements is the total cost of the recording and transfer fees, survey and legal descriptions, and deed preparation and any other customary fees that may be due and payable in the ordinary course of the purchase and sale transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposits

required to be paid by the Purchasers; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the purchase and sale agreement in a timely manner to ensure maintenance of the lot; and

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 59-01204.000, located at 527 McDonough Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase and Sale Agreements providing for the sales, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase prices set forth in the Purchase and Sale Agreements, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreements on behalf of the City, substantially in the same forms as attached to this Ordinance, marked Exhibits "B", "D" and "F", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to the Purchase and Sale Agreements, the City Manager is also hereby authorized and directed on behalf of the City to execute quit claim deeds conveying the Property to the Purchasers, which quit claim deeds shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized

to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: August 8, 2022

EXHIBIT A

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

Being the south one-half of the east two-thirds of Lot NO. 41 on McDonough Street in the Forth Ward of said City of Sandusky.

Property Address: 527 McDonough Street, Sandusky, Ohio 44870

Erie County Auditor's Permanent Parcel Number: 59-01204.000

Prior instrument reference: Erie County Recording Number. 201210333.

EXHIBIT "A"

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2022, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Angela Woods, hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located on the western one third (1/3) of 527 McDonough Street, Erie County Parcel Number 59-01204.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 1011 W. Madison Street, Erie County Parcel Number 59-00115.000.

2. The total purchase price for the Property is one thousand five hundred fifty dollars (\$1,550.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. The full fair market value will be collected between three (3) separate purchase agreements. Purchaser shall pay a non-refundable earnest money deposit of nine hundred fifty one dollars and fifty cents (\$951.50) by cash, credit card (processing fee applies) or certified check or cashier's check made payable to Seller. The remaining balance of five hundred ninety eight dollars and fifty cents (\$598.50), shall be paid by in-kind service of the Purchaser by mowing and maintaining the rear portion of the Property in a nuisance free condition for a minimum of six (6) months according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as "Exhibit B" and specifically incorporated herein.

3. The following deed restrictions shall be included on the deed:

- a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property.
- b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At the completion of the agreement, Seller shall execute and deliver to

Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than August 30, 2022, or at such other time as may be mutually agreed upon, in writing, by the parties.
7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. Upon completion of the agreement, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the completion of this transaction and the processes that follow.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before August 30, 2022 or by not fulfilling the one (1) year maintenance agreement, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

PURCHASER(S):

)

MY COMMISSION EXPIRES

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2022, 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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

Notary Public

My Commission Expires: _____

Approved as to Form:

Brendan Heil – 0091991
Law Director
City of Sandusky

EXHIBIT A

***Survey and property description are in progress and will be attached as
Exhibit A upon completion.***

EXHIBIT "C"

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2022, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Marcha Kieffer, hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located on the northern portion of 527 McDonough Street, Erie County Parcel Number 59-01204.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 523 McDonough Street, Erie County Parcel Number 59-00204.000.

2. The total purchase price for the Property is two thousand three hundred twenty five dollars (\$2,325.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. The full fair market value will be collected between three (3) separate purchase agreements. Purchaser shall pay a non-refundable earnest money deposit of nine hundred fifty one dollars and fifty cents (\$951.50) by cash, credit card (processing fee applies) or certified check or cashier's check made payable to Seller. The remaining balance of one thousand three hundred seventy three dollars and fifty cents (\$1,373.50), shall be paid by in-kind service of the Purchaser by mowing and maintaining the northern portion of the Property in a nuisance free condition for a minimum of twelve (12) months according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as "Exhibit B" and specifically incorporated herein.

3. The following deed restrictions shall be included on the deed:

- a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property.
- b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At the completion of the agreement, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than August 30, 2022, or at such other time as may be mutually agreed upon, in writing, by the parties.
7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. Upon completion of the agreement, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the completion of this transaction and the processes that follow.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before August 30, 2022 or by not fulfilling the one (1) year maintenance agreement, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASER(S):

Marcha Kieffer, Property Owner

State of Ohio)

) SS:

County of Erie)

On this 15 day of April, 2022, before me, a Notary Public in and for said County and State, personally appeared Marcha Kieffer and acknowledged the execution of the foregoing instrument and that the same is their voluntary act and deed.

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

PRINT NAME _____, NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2022, 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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

Notary Public

My Commission Expires: _____

Approved as to Form:

Brendan Heil – 0091991
Law Director
City of Sandusky

EXHIBIT A

***Survey and property description are in progress and will be attached as
Exhibit A upon completion.***

EXHIBIT "E"

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2022, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Mark Ortolani, hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located on the southern one third (1/3) of 527 McDonough Street, Erie County Parcel Number 59-01204.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 531 McDonough Street, Erie County Parcel Number 59-00545.000.

2. The total purchase price for the Property is two thousand three hundred twenty five dollars (\$2,325.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. The full fair market value will be collected between three (3) separate purchase agreements. Purchaser shall pay a non-refundable earnest money deposit of nine hundred fifty one dollars and fifty cents (\$951.50) by cash, credit card (processing fee applies) or certified check or cashier's check made payable to Seller. The remaining balance of one thousand three hundred seventy three dollars and fifty cents (\$1,373.50), shall be paid by in-kind service of the Purchaser by mowing and maintaining the southern portion of the Property in a nuisance free condition for a minimum of twelve (12) months according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as "Exhibit B" and specifically incorporated herein.

3. The following deed restrictions shall be included on the deed:

- a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property.
- b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At the completion of the agreement, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than August 30, 2022, or at such other time as may be mutually agreed upon, in writing, by the parties.
7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. Upon completion of the agreement, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the completion of this transaction and the processes that follow.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before August 30, 2022 or by not fulfilling the one (1) year maintenance agreement, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASER(S):

Mark Ortolani, Property Owner

State of Ohio)

) ss:

County of Erie)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Mark Ortolani and acknowledged the execution of the foregoing instrument and that the same is their voluntary act and deed.

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

PRINT NAME _____, NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2022, 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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

Notary Public

My Commission Expires: _____

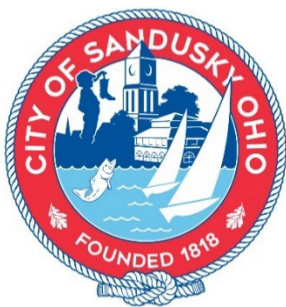
Approved as to Form:

Brendan Heil – 0091991
Law Director
City of Sandusky

EXHIBIT A

***Survey and property description are in progress and will be attached as
Exhibit A upon completion.***

EXHIBIT "G"



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: July 28, 2022

Subject: Commission Agenda Item- Change Order #1 and Final with United Survey, Inc. for the 2022 Sewer Lining Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order #1 and Final for the 2022 Sewer Lining Project.

BACKGROUND INFORMATION: This project was awarded to United Survey, INC of Oakwood Village, OH, at the March 14, 2022 City commission meeting per ordinance 22-044 in the total amount of \$316,615.00.

This project provided for the lining of habitual “problem areas” along several sewer lines and included one (1) additional item. These areas previously required some of the most regular work efforts by City Sewer maintenance crews. Work was completed 7-8-22. This lining will increase the velocity with which sewer water is carried, which increases pipe capacity and provides long-lasting protection of underground piping. All this, while virtually eliminating regular maintenance and labor costs of root cutting, root “foaming” and routine cleaning/jetting for the next 50 years, which is the life expectancy of this pipe treatment.

Specific locations of this pipe rehabilitation occurred on (and between): W. Monroe St. (310 to Decatur St.), 44th St. (Hancock to Dead End), 48th St. (Hancock to Milan Rd.), Judy Lane (1402 to Dixon Dr.), Ashburn Dr. (Wamajo to Dixon Dr.), Dixon Dr. (Judy Ln. to interceptor), Shelby St. (Jefferson to Madison St.), Hancock St. (42nd to 46th St.), Franklin St. (S. of Dewey), Caldwell St. (2019 to Parish St.), Shelby St. (Adams to Jefferson St.) and Jackson St. Ext. (Hayes to W. End).

This final Change Order, an increase of the contractual award in the amount of \$1,939.70, represents final quantities installed in the field by the contractor. This increase reflects a combination of actual quantities versus estimated quantities and includes cutting off an unplanned “protruding tap” that was required.

BUDGETARY INFORMATION: This final agreement amendment is an increase of \$1,939.70, which will revise the original total contract amount of \$316,615.00 to \$318,554.70 and will be paid from the Sewer Funds.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of the first and final Change Order due to an increase in work quantities for the 2022 Sewer Lining Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for work already completed in the field and to close out the completed project.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, P.E., Director

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

CITY OF SANDUSKY, OHIO
DEPARTMENT OF PUBLIC WORKS

Project: 2022 Sewer Lining Project
Construction Work Order No.: 1 & Final

CONTRACT:
ORDINANCE NO. 22-044

Contractor: United Survey Inc.
25145 Broadway
Oakwood Village, OH 44146

STREET OR LOCATON OF WORK: W. Monroe St. (310 to Decatur St.), 44th St. (Hancock to Dead End), 48th St. (Hancock to Milan Rd.), Judy Lane (1402 to Dixon Dr.), Ashburn Dr. (Wamajo to Dixon Dr.), Dixon Dr. (Judy Ln. to interceptor), Shelby St. (Jefferson to Madison St.), Hancock St. (42nd to 46th St.), Franklin St. (S. of Dewey), Caldwell St. (2019 to Parish St.), Shelby St. (Adams to Jefferson St.) and Jackson St. Ext. (Hayes to W. End).

Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

Bid Item No.	Location	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
1		1	1	0	LS	Insurance	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -
2		1	1	0	LS	Bonding	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
3		1	1	0	LS	Mobilization	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
4		1	1	0	LS	Maintenance of Traffic	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
5		2068.00	2036.30	-32	LF	8" Sanitary Sewer CIP Liner	\$ 30.00	\$ 62,040.00	\$ 61,089.00	\$ (951.00)
6		2580.00	2325.90	-254	LF	10" Sanitary Sewer CIP Liner	\$ 35.00	\$ 90,300.00	\$ 81,406.50	\$ (8,893.50)
7		1855.00	2109.30	254	LF	12" Sanitary Sewer CIP Liner	\$ 40.00	\$ 74,200.00	\$ 84,372.00	\$ 10,172.00
8		1075.00	1036.80	-38	LF	15" Sanitary Sewer CIP Liner	\$ 54.00	\$ 58,050.00	\$ 55,987.20	\$ (2,062.80)
12		200	214	14	EA	Lateral Reinstatement after Lining	\$ 50.00	\$ 10,000.00	\$ 10,700.00	\$ 700.00
13		1	1	0	LS	Bypass Pumping	\$ 500.00	\$ 500.00	\$ 500.00	\$ -
17		1	0	1	LS	Contingency	\$ 525.00	\$ 525.00	\$ -	\$ (525.00)
17		0	1	-1	LS	Protruding Tap (Hancock St.)	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00

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

Total Difference \$ 318,554.70 \$ (1,560.30)

Accepted:  Date: JULY 28, 2022
Contractor

Accepted: _____ Date: _____, 2022
City Engineer

Original Contract Price = \$ 316,615.00
Contract Price after CO1 = \$ 318,554.70
% Increase = 0.6%
Original Budget/Estimate = \$ 349,775.00
% Increase = -8.9%

CERTIFICATE OF FUNDS

In the Matter of: Sewer Lining Project- Change Order

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

Account #613-5446-55525

By: _____



Michelle Reeder

Finance Director

Dated: 8/3/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY UNITED SURVEY, INC., OF OAKWOOD VILLAGE, OHIO, FOR THE 2022 SEWER LINING PROJECT IN THE AMOUNT OF \$1,939.70; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the 2022 Sewer Lining Project involved the “slip” lining of 7,578 linear feet of various sizes of sewer lines on W. Monroe Street, 44th Street, 48th Street, Judy Lane, Ashburn Drive, Dixon Drive, Hancock Street, Franklin Street, Caldwell Street, Shelby Street and Jackson Street Extension; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the 2022 Sewer Lining Project by Resolution No. 013-22R, passed on February 14, 2022; and

WHEREAS, the City Commission approved the awarding of the contract to United Survey, Inc., of Oakwood Village, Ohio, for work to be performed for the 2022 Sewer Lining Project by Ordinance No. 22-044, passed on March 14, 2022; and

WHEREAS, this First & Final Change Order reflects the actual work performed and the actual quantities used in the field by the contractor; and

WHEREAS, the original contract with United Survey, Inc., of Oakwood Village, Ohio, was \$316,615.00, and with the addition of this First & Final Change Order in the amount of \$1,939.70, the final contract cost is \$318,554.70 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment to the contractor for work already performed and items already installed in the field and to close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the 2022 Sewer Lining Project in an amount **not to exceed** One Thousand Nine Hundred Thirty Nine and

70/100 Dollars (\$1,939.70) resulting in the final contract cost of Three Hundred Eighteen Thousand Five Hundred Fifty Four and 70/100 Dollars (\$318,554.70) with United Survey, Inc., of Oakwood Village, Ohio.

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

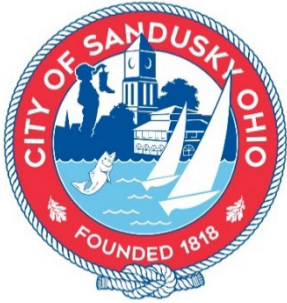
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022



DEPARTMENT of COMMUNITY DEVELOPMENT

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

To: Eric Wobser, City Manager

From: Arin Blair, Chief Planner

Date: July 27, 2022

Subject: August 8th, 2022 Agenda Item –Application for an amendment to the zoning map for parcel No. 57-03542.000, 57-03541.000, 57-03374.000, 57-00159.000.

Item for Consideration: To change the parcel from “R1-40” – Single Family Residential to “GB” – General Business on Parcels on Parcel No. 57-03542.000, 57-03541.000, 57-03374.000, 57-00159.000.

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

Background Information: Sandusky Holdings, LLC, has applied for a rezoning of the property to change the parcel from “R1-40” – Single Family Residential to “GB” – General Business on Parcels No. 57-03542.000, 57-03541.000, 57-03374.000, 57-00159.000. The subject property is zoned “R1-40” – Single Family Residential, and adjacent to “R1-40” – Single Family Residential, to the north, “R1-60” Single Family Residential to the west, “R1-40” Single Family Residential and “R1-60” Single Family Residential to the east and “GB” General Business to the south. The applicant is proposing the rezoning of this land as they look to expand the Business zoning north to allow for larger commercial development opportunities. The change will make this corridor marketable for commercial investment.

At their regularly scheduled meeting, held on May 25, 2022, Planning Commission recommended approval of the rezoning. The primary discussion for approval considered a) the majority of existing commercial zoning on the same block as this parcel (primarily GB), and b) the appropriateness of allowing commercial uses on this parcel in relation to its neighbors and the commercial nature of the corner of Milan Rd. & Perkins Ave.

Correlation to the Comprehensive Plan: According to the City’s Bicentennial Vision Comprehensive Plan, this neighborhood had several strong recommendations that could be addressed by this rezoning. The Bicentennial Comprehensive Plan outlines a number of priorities for the neighborhood. Some of the priorities related to this site are:

- 1) Reclaim and repurpose blighted land/sites for industrial development/commercial development.
- 2) Zoning changes to encourage hospitality: Determine appropriate zoning for transient rentals and hotels, and other hospitality development in the city.

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

Budgetary Impact: The proposed rezoning is expected to create a potential for additional income tax revenue for the city.

Action Requested: It is requested that City Commission approve the proposed amendment to the zoning map, changing the zoning of Parcel No. 57-03542.000, 57-03541.000, 57-03374.000, 57-00159.000 from "R1-40" – Single Family Residential to "GB" – General Business. It is requested that this ordinance take effect under Section 13 of the City Charter.

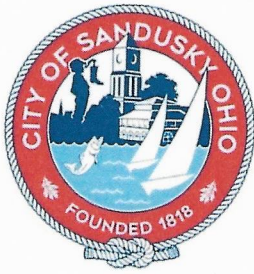
Arin Blair
Chief Planner

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Community Development Director

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



PLANNING COMMISSION

Application for Zoning Map Amendment

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

APPLICANT/AGENT INFORMATION:

Property Owner Name: Sandusky Holdings, LLC

Property Owner Address: 2633 Milan Road, Sandusky OH 44870

Property Owner Telephone: (419) 626-4721

Email: mathews@mathewsford.com

Authorized Agent Name: Kula Hoty Lynch

Authorized Agent Address: 5003 Milan Road, Sandusky, OH 44870

Authorized Agent Telephone: (419) 609-7000

Email: kula@hoty.com

LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address: 2609 Milan, 2613 Milan, Vacant Lot

Legal Description of Property (check property deed for description):
See attached legal description.

57-03542.000;
Parcel Number: 57-03374.000; 57-00159.000 **Zoning District:** R140; R140; R140

DETAILED SITE INFORMATION:

Land Area of Property: 0.39 acres total (sq. ft. or acres)

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

Building #1: 1,000 (in sq. ft.)

Building #2: 1,260

Building #3: _____

Additional: _____

Total Building Coverage (as % of lot area): 13%

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:

2613 Milan - 1,000 sf residential

2609 Milan - 1,260 sf residential

Proposed Building Height (for any new construction): Unknown

Number of Dwelling Units (if applicable): None

Number of Off-Street Parking Spaces Provided: _____

Parking Area Coverage (including driveways): _____ (in sq. ft.)

Landscaped Area: _____ (in sq. ft.)

Requested Zoning District Classification: GB (General Business)

APPLICATION AUTHORIZATION:

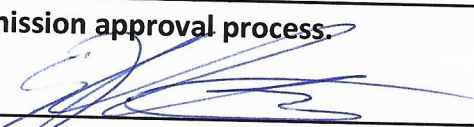
If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.

Signature of Owner or Agent

Date

PERMISSION TO ACT AS AUTHORIZED AGENT:

2609 Milan, 2613 Milan &
As owner of Vacant Land (municipal street address of property), I hereby
authorize Kula Hoty Lynch to act on my behalf during the Planning
Commission approval process.



Signature of Property Owner

4/6/22
Date

REQUIRED SUBMITTALS:

15 copies of a site plan/off-street parking plan for property
1 copy of the deed or legal description for property
\$300.00 application fee

STAFF USE ONLY:

Date Application Accepted: _____ Permit Number: _____

Date of Planning Commission Meeting: _____

Planning Commission File Number: _____

CITY OF SANDUSKY, OHIO
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION

PLANNING COMMISSION REPORT

APPLICATION FOR A MAP AMENDMENT TO THE
ZONING MAP FOR 2609 & 2613 MILAN RD.
(PARCELS 57-03542.000, 57-03541.000,
57-03374.000, 57-00159.000)

Reference Number: PRZ22-0005

Date of Report: May 16, 2022

Report Author: Alec Ochs, Assistant Planner



City of Sandusky, Ohio Planning Commission Report

BACKGROUND INFORMATION

Applicant / Owner: Sandusky Holdings, LLC
2633 Milan Rd
Sandusky, OH 44870

Authorized Agent: Kula Lynch – Hoty Enterprises
5003 Milan Rd.
Sandusky, OH 44870

Site Location: 2609 Milan Rd.
Sandusky, OH 44870

Current Zoning: “R1-40 Single Family Residential

Surrounding Zoning: North- “R1-40” Single Family Residential
East- “R1-40” Single Family Residential
“R1-60” Single Family Residential
South- “GB” General Business
West- “R1-60” Single Family Residential

Existing Use: Residential / Parking Lot

Proposed Zoning: “GB” General Business

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

SITE PICTURES

Subject Parcels Outlined in Red



Zone Map Setbacks



PUD - Planned Unit Development



Parcels



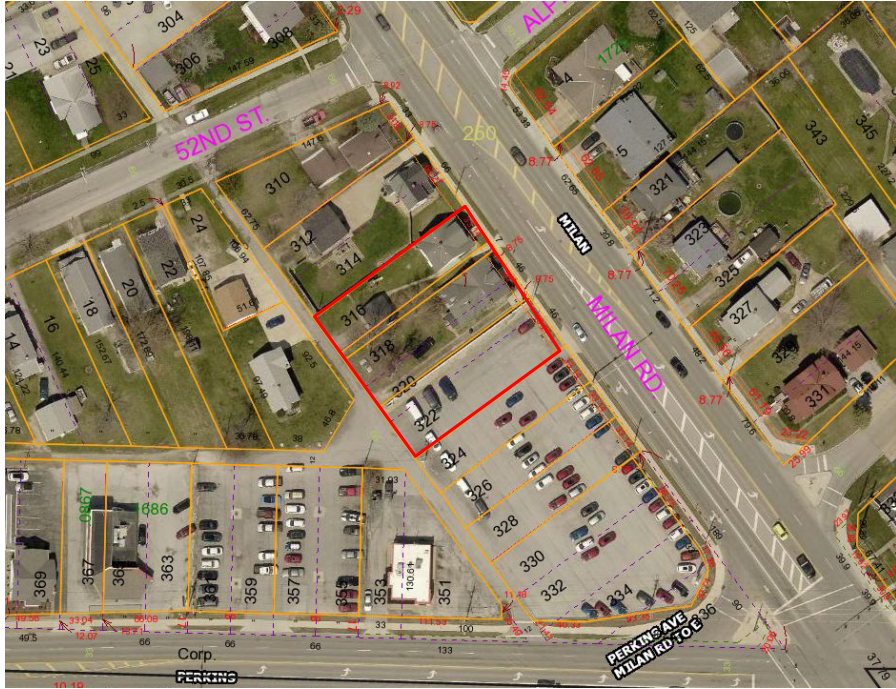
TRO - Transient Rental Overlay



Zoning

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

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





PROJECT DESCRIPTION

The parcels of 57-03542.000, 57-03541.000, 57-03374.000, 57-00159.000 currently contain part of a parking lot, a vacant parcel of a recently demolished house, and an existing residential structure. The existing residential structure has 1,260 sq. ft. The land area of all 4 lots is 0.39 acres. The four parcels in this application along with the four parcels contingent to the south along Milan Rd. are owned by the applicant.

The applicant is proposing the rezoning of this land as they look to add these parcels in the sale of the lower four parcels on the corner of Milan Rd. and Perkins Ave. The larger area will make the property more marketable for larger developments.

APPLICABLE CODE SECTIONS

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

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

DEPARTMENT OF PLANNING COMMENTS

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

- 1) Reclaim and repurpose blighted land/sites for industrial development/commercial development.

Commented [AB1]: Is there anything in the plan about corridors? That would help to also cite, if so

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

The rezoning to "GB" General Business would open the door for high intensity business uses, but not allow for low intensity commercial / manufacturing zoning uses.

This parcels currently abuts a General Business zoned parcel. Staff has determined from a site visit that this zoning change is appropriate. The single-family homes on this stretch of Milan Rd. lack a strong neighborhood connection due to commercial development and high traffic counts on Milan Rd. From a long-term planning perspective, business uses and other larger development such as multifamily structures are a more logical land use than single family homes on Milan Rd. between Perkins Ave. and Sycamore Line. Re-zoning these parcels supports this perspective and the long-term growth potential of the corridor.

~~Lastly, if the applicant desires the property to be utilized for transient rental, it will need its own transient rental application and would be thoroughly reviewed by the Code Enforcement Department and the Division of Planning.~~

Commented [AB2]: Suggest cutting this unless they've mentioned it specifically

OTHER DEPARTMENT COMMENTS

Engineering Staff:

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

Building Staff:

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

Police Department:

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

Fire Department:

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

CONCLUSION/RECOMMENDATION

In conclusion, staff is supports the approval of the proposed amendment to the Zoning Map for 2609 & 2613 Milan Rd. (parcels 57-03542.000, 57-03541.000, 57-03374.000, 57-00159.000). with the following conditions:

1. All applicable permits are obtained through the Building Department, Engineering Department, and any other applicable agency prior to any development.

Planning Commission

May 25, 2022

Meeting Minutes

Meeting called to order:

Chairman Pete McGory called the meeting to order at 5:00 pm. The following members were present: Pete McGory, David Miller, Jade Castile, Jim Jackson, Steve Poggiali, Conor Whelan and Mike Zuilhof. Alec Ochs and Arin Blair represented the Community Development Department, Brendan Heil represented the Law Department, and clerk Kristen Barone was also present.

Approval of minutes from March 23, 2022:

Mr. Miller moved to approve the minutes as presented and Mr. Poggiali seconded. All voting members were in favor of the motion.

Approval of minutes from April 27, 2022:

Mr. Poggiali moved to approve the minutes as presented and Mr. Miller seconded. All voting members were in favor of the motion.

Public Hearings:

- **Sandusky Holdings LLC has submitted an application for an amendment to the zoning map for the following parcels along Milan Road: parcel 57-03541.000, parcel 57-03542.000, parcel 57-03374.000, and parcel 57-00159.000. The application is to rezone the parcels from "R1-40" Single-Family Residential to "GB" General Business.**

Mr. Ochs stated that the parcels currently contain part of a parking lot, a vacant parcel of a recently demolished house, and an existing residential structure. The four parcels in this application along with the four parcels contingent to the south along Milan Rd. are owned by the applicant. The applicant is proposing the rezoning of this land as they look to add these parcels in the sale of the lower four parcels on the corner of Milan Rd. and Perkins Ave. The larger area will make the property more marketable for larger developments. The rezoning to "GB" General Business would open the door for high intensity business uses, but not allow for low intensity commercial / manufacturing zoning uses. These parcels currently abut a General Business zoned parcel. The single-family homes on this stretch of Milan Rd. lack a strong neighborhood connection due to commercial development and high traffic counts on Milan Rd. From a long-term planning perspective, staff believe business uses and other larger development such as multifamily structures are a more logical land use than single-family homes on Milan Rd. between Perkins Ave. and Sycamore Line. Rezoning these parcels supports this perspective and the long-term growth potential of the corridor. Staff supports the approval of the proposed amendment to the zoning map with the following conditions: 1. All applicable permits are obtained through the Building Department, Engineering Department, and any other applicable agency prior to any development. Mr. Zuilhof asked staff if they know how the north end of the lot came to be a nonconforming use. Mr. Ochs stated that staff could not find any record of what enabled that use. A parking lot is a permitted use if it is attached to a residential structure, so the only thing that would make this a nonconforming use would be a fence. Mr.

Zuillhof made a motion to approve the application subject to staff's conditions and Mr. Jackson seconded. All voting members were in favor of the motion and the motion passed.

- **Ronda Jacksich has submitted an application for an amendment to the zoning map for 702 and 706 Perry St (parcels 57-03889.000 and 57-04347.000). The application is to rezone the parcels from "R1-40" Single-Family Residential to "RRB" Residential Business.**

Mr. Ochs stated that the sites at 706 & 702 Perry St. currently both have single family structures. Each house has roughly 1,200 sq. ft. of living space. Both homes have off street parking. The applicant is proposing the rezoning of this land as they look to use the home at 706 Perry St. for transient occupancy. Staff recommended that the corner parcel at 702 Perry St. be included in this application to create a more cohesive district with the properties along Monroe St. west of Perry St. The resident at 702 Perry St. stated he is not interested in transient occupancy but has given a signed letter of consent to planning staff in favor of re-zoning his property to RRB – Residential Business. Mr. Ochs then read aloud a letter from the owner of 702 Perry Street, which stated "I Steven Ruff, representing SPR Rentals LLC, owner of 702 Perry Street, give consent to the City of Sandusky to change the zoning to my property given that there is absolutely no additional fees or taxes assessed to me." The rezoning to "RRB" Residential Business is the minimum zoning change to permit the applicant's proposed project. In staff's opinion, the RRB zoning will create a logical transition due to the fact the block to the west is already zoned RRB, and is also used as residential homes. The property at 702 Perry St. is also contiguous to a Local Business zoned parcel to the north, which would allow transient occupancy with a conditional use permit. The RRB zoning allows the most restricted business uses and the existing residential use. If the applicant desires the property to be utilized for transient rental, it will need its own transient rental application and would be thoroughly reviewed by the Code Enforcement Department and the Division of Planning. Staff supports the approval of the proposed amendment to the zoning map with the following conditions: 1. All applicable permits must be obtained through the Building Department, Engineering Department, and any other applicable agency prior to transient occupancy. Mr. Miller asked if the driveway at 706 Perry Street is a shared driveway with the neighboring property. Mr. Ochs said that it does look to be that way as the property line goes through the middle of the driveway. However, staff considers there to be adequate parking. Mr. Zuillhof asked staff to clarify that even if this rezoning is approved, would the applicant still have to apply for transient rental and include a parking plan in that application. Mr. Ochs stated that was correct. Mr. Zuillhof stated that he would not characterize the letter from the owner of 702 Perry St as approval to go through with this. Also, the owner stated some conditions in that letter that the Planning Commission cannot promise will happen. He then asked if this is the only way to achieve what the owner wants to do with her property because allowing a rezoning will not only allow transient rental, but it will also allow a lot of other uses. He said he does not like getting in the habit of approving transient rental via this route because of that reason. Mr. Poggiali stated that he agrees and is more inclined to wait on this application until the transient rental regulations that they have been working on are in place. Mr. McGory stated that it might not be such a leap considering there is local business zoned across Monroe Street and Residential Business across Perry Street. Mr. Miller stated he does not think this would be considered spot zoning for that reason. Mr. McGory reminded the Planning Commission that they also approved

a rezoning for transient rental purposes, and that property is across the street and over a couple of properties. Mr. Whelan stated that he does not have a problem with changing the zoning, however Mr. Zuilhof brings up a good point about the letter from the owner of 702 Perry Street. Charles Kraisner of 705 Perry Street, said he owns the property right across the street from 706 Perry Street. He asked what the parking plan would be because there is no parking there now. He said he is not against anyone making money off of their own property or having transient rentals but if there is no parking there now he is not sure where they will park. Mr. McGory stated that in order to do transient rental they would need to submit a parking plan to staff along with the application and if they do not have a parking plan that is sufficient then they may not be able to do that there. Mr. Ochs stated that the transient parking requirements reflect the zoning requirements for any new building. So in this case it would be two spaces are needed. By looking at 706 Perry Street, staff estimated at the minimum two cars would fit there, but possibly three, and showed the Planning Commission a picture of the property and the shared driveway. 702 Perry Street has a driveway which staff estimated could fit 4-6 cars. Staff does not consider parking an issue at either address. Ms. Castile stated that this rezoning might make sense, but she would also like to hold off on further rezonings for transient occupancy use until the Planning Commission knows what they updating the regulations. Rhonda Jacksich of 706 Perry Street, stated that she has lived in this home for maybe 25 years. She said there has never been an issue with parking and sharing a driveway with her neighbor. She said there is room for probably five cars at her address. She said that the property that got the approval to do this same thing across the street, that person has only been living there a few months. She said they also do not have off street parking at that address. She said she knows all of her neighbors since she has lived there so long and none of them have an issue with what she wants to do. She said that the people that lived on the other side of her passed away and so did the person that lives behind her, and there are no plans for those homes at this time. Ms. Jacksich stated that she may possibly try to buy the property next to her if they put it up for sale. Mr. Whelan asked the applicant if she could clarify whether or not she currently lives at this address. Ms. Jacksich stated that she does, but her mother is not doing well, so she wants to move in with her mother and then do transient occupancy at this address so that she would not have to give up her home. She said her home is very nice and she would be very picky with whom she would allow to stay there if this is approved. Law Director Brendan Heil stated that he has questions as to whether or not the letter from the owner of 702 Perry Street is sufficient enough authorization to consider a rezoning for his address. The zoning code states that if the applicant is not the actual owner of the property, there must be a verified statement from the owner of the property allowing someone to make the application on their behalf. He is not sure the letter submitted by the applicant is sufficient. He would recommend not making a decision on this tonight so that staff can further look into what the code requires. Mr. Zuilhof made a motion to table this application until next month's meeting and Mr. Poggiali seconded. Mr. McGory stated that he believes the Law Director's concern is legitimate. He does however believe, besides the proposed transient rental use, that the zoning change does make sense for this location. Mr. Miller stated that he does have mixed feelings on this, but hates to make someone wait on a decision when the Planning Commission has been taking some time to figure out the transient rental regulation changes. However, he does agree with the Law Director with his recommendation. Mr. Poggiali stated that he does want to be consistent and the applicant did

bring up some good points about what was approved across the street, which is why he thinks it is important to get the transient rental regulations squared away. Mr. Whelan stated he would be prepared to vote if it were not for the Law Director's comment. Ms. Castile said that Mr. Poggiali brought up a good point about being consistent but Mr. Zuilhof also brought up a good point about how many times do you keep approving these just because it was done before so hopefully when the transient rental regulation changes take place, that will help. Mr. Miller stated that the transient rental revisions may not require that corner lot to be rezoned in order to not be spot zoned because it wouldn't be a zoning change that allows a transient rental but a cap on transient rentals, and that also appeals to him. If they decide to allow transient rentals in other areas not already approved but put a cap on them, Ms. Jacksich may be able to do what she wants to do and not have to worry about getting the owner of the corner lot to do anything further. All voting members were in favor of the motion and the motion passed.

New Business:

- **Hoty Marine Group has submitted a site plan application for demolishing and replacing the current restroom and community building at 2035 First Street (parcel 57-02639.000).**

Mr. Ochs stated that the applicant proposes to demolish and replace the current community building/restroom building at Venetian Marina. The building footprint will expand to a total of 3,659 sq. ft. and will have the same community space/restroom use as the existing structure. The existing playground, parts of the wood deck and parts of the existing sidewalk are to be removed. A new concrete entranceway and walkway configuration is proposed. The existing pool and part of the existing wood deck is to remain. Staff has determined that no additional parking is necessary. With no additional parking requirements, no additional landscaping is required. All area standards are satisfied. All yard regulations are satisfied. Staff recommends the approval of the proposed site plan with the condition that all applicable permits must be obtained through the Building Department, Engineering Department, and any other applicable agency prior to construction. Mr. Miller made a motion to approve the application subject to staff's conditions and Ms. Castile seconded. Mr. Miller asked staff for clarification on why this needs Planning Commission approval. Mr. Ochs stated that the expansion of a commercial use needs Planning Commission approval. All voting members were in favor of the motion and the application was approved.

- **MRK Real Estate LLC has submitted a site plan application for expanding the current manufacturing, storage, and warehousing operations at 2901 West Monroe Street (parcel 59-00360.001).**

Mr. Ochs stated that the applicant proposes to expand the current manufacturing, storage, and warehousing operations by approximately 51,800 sq. ft. Addition 1 will add 44,566 sq. ft. of warehouse space. And addition 2 will add another 6,720 sq. ft of warehouse space. This addition will put the total site coverage at nearly 53.9%, 3.9% over the maximum requirement of 50%. The applicant is seeking an area coverage variance at the 5/19/22 Board of Zoning Appeals. The proposal contains 58 parking spaces. The code calls for 112 spaces. The proposed parking area coverage is 49,000 sq. Ft. The landscaping area is 5,000. Staff has spoken to the applicant and determined 58 spaces will adequately meet the parking need for the site. The applicant stated that 58 spaces will be more than enough for current and future employees. Staff notes that warehousing operations typically produce a minimal amount of jobs – therefore, should not require the amount of parking the code calls for. Staff observed the small size of the parcel and

additional parking would not fit on the site based on the proposal. Due to these restraints and the conversation with the applicant, staff recommends waiving any additional parking requirements. The parking addition requires one additional tree to be planted in a landscaping island. The Planning Commission has the authority to require landscaping features if it is in close proximity to residential uses. Staff supports this approach. Staff recommends adding 2 trees along the western edge of the parking areas. A tree lawn currently exists, and staff recommends the old entry aisle is replaced with a tree to match the existing trees as best as possible. Staff also recommends adding additional trees on this western edge due to its close proximity to a residential neighborhood. A tree buffer would help minimize the visual impacts for residents and future users of the Sandusky Bay Pathway which is planned in the right-of-way along the southern and western edges of this property. This amount of landscape is sufficient to beautify the site as the code would have guided previous site plan applications for this site. Mr. Ochs then showed a map where he pointed out where there is additional landscaping highlighted in orange that is not required, but planning staff recommends additional landscaping at this location to further beautify the site. Staff recommends approval of the proposed site plan with the following conditions: 1) All applicable permits must be obtained through the Building Department, Engineering Department, and any other applicable agency prior to construction, 2) The landscaping plan is updated according to staff recommendations in the staff report. Mr. McGory asked if staff had discussed with the applicant what all they would like to see as far as landscaping goes. Mr. Ochs stated that he did mention to them that staff would like to see the one tree that is required and the recommended landscaping buffer and they seemed willing to do that, but staff did not mention to the applicant the additional landscaping. Mr. McGory stated he would be uncomfortable making a motion conditioned upon everything being suggested by staff if the applicant is not in agreement with it. Mr. Ochs stated that he believes the applicant is here if the chairman wants to invite him up to speak. Mr. Zuilhof stated that it looks to him like the plan encroaches onto a strip of City owned land that runs from Monroe to the Marina and bounded to the east by the yellow line within the red boundary on one of the photos provided in the staff report. He asked does the City need that strip of land or can it be vacated? Ms. Blair stated it is her understanding that this site plan does not encroach onto the City owned land and that strip of land will become part of the Sandusky Bay Pathway. Craig Dunaway, General Manager at Rheteck stated that there are currently a bunch of nice trees currently next to where the bike path will possibly go. He said they are not against beautifying the property and will do whatever the Planning Commission decides as far as landscaping goes. He said they would like to eventually purchase the property from the owner if this site plan gets approved. Mr. Zuilhof moved to approve the application subject to staff's conditions and subject to the site plan not encroaching onto City property. Mr. Poggiali seconded. All voting members were in favor of the motion and the motion passed.

Old Business:

- **The Planning Commission has set a public hearing to consider a transient rental overlay district for the following parcels along East Washington Street: 56-01210.000, 56-00444.000, 56-00518.000, 56-00747.000, 56-00097.000, 56-01158.000, 56-00643.000, 56-00585.000, 56-01137.000, and 56-01136.000 (tabled at last meeting).**

Mr. Zuilhof made a motion to take this item off the table. Mr. Miller asked if there is an idea on when there will be a draft transient rental ordinance revision, as the Planning Commission was reluctant to move forward with this item due to waiting on that direction. Mr. Heil stated that

he wanted to let everyone know that a motion to take this item off the table does not mean that the Planning Commission discusses this tonight but means that this will be back on the table at the next meeting. With a lack of a second to the motion, the motion failed and the item remains on the table.

- **The Planning Commission has set a public hearing to consider a transient rental overlay district roughly bound by West Monroe Street to the north, Marquette Street to the west, Superior Street to the east, and then extending to the railroad tracks to the south (tabled at last meeting).**

Mr. Poggiali stated that he knows there are a couple of people at the meeting tonight that wanted to speak so he asked if this item needed to be removed from the table in order to hear what these people wanted to say. Mr. Zuilhof stated that taking it off the table would continue the public hearing so either they do that and here new thoughts or they wait. Mr. Heil stated that he believes that everything that was tabled at the last meeting was tabled without a specific time frame which means that an affirmative vote is needed to remove it from the table and then the matter can be heard at the next meeting. However, the chair has the ability to elicit discussion during old business on any and all topics. Mr. Zuilhof stated he would like to hear what others have to say on this issue if they had not yet had the chance to speak on the matter, but does think the discussion should be limited to three minutes considering how long the previous month's meeting went and to give everyone a chance to speak. He said that is also a rule that is followed at City Commission. Also, if this item is not taken off the table, members of the Planning Commission should refrain from having discussion after comments are heard.

Other Business:

Mr. Poggiali stated that he, Mr. Miller, Mr. Castile, and staff have met to discuss potential changes to the transient rental regulation and plan on meeting again soon. Mr. Jackson stated that it is difficult if you are not in a transient rental overlay district to try to decide who gets approval to do transient rental and who does not. Mr. Zuilhof states that the ordinance does lay out some pretty good reasons to help with that. Mr. Whelan asked Mr. Poggiali if they think there might be some draft language at next month's meeting. Mr. Poggiali said that they plan on meeting before next month's meeting but would hate to promise anything.

Dan O'Loughlin, 3426 West Monroe Street stated that he had the pleasure of speaking with the Planning Commission at the end of April regarding the public hearing for the transient rental overlay district in the West Monroe Street area. He said it was brought up more than one time that the petition he had was six months old. He had 40 signatures against at that point. He spoke with some of the neighbors after that meeting. Mr. Poggiali brought up a good point in saying he would be curious to know how many of those signatures are owners versus renters. He said it was also discussed how this would affect the whole area not just that small area as the west end goes all the way to Edgewater Drive. So he brought in a new petition and 130 people signed it stating they were against the transient rental overlay district and out of the 130 people, 8 were renters. He said that a lot of the renters in the area did not want to sign it out of fear that they would get evicted if they did. At the end of Lasalle Street he heard there was a guy that fixed up a home and was getting ready to do this even though he does not think it

is allowed there. He said the west end is a peaceful neighborhood and this is just not the place for transient rentals.

Barb Manner, 1317 Lasalle Street, stated that the gentleman that wants to do the Airbnb had a sign up (and she showed the sign) from May 16th-May 20th, until Erie Metro Housing asked him to take it down. She then stated that the sign said "Section 8 housing only. Must be willing to sign a 31 day lease so that multiple families will be able to enjoy throughout the year. Erie Metro Housing does not rent for 31 days but one year at a time. He is trying to get someone in long term but it is not Erie Metro route to go, so he was asked to take the sign down by Erie Metro Housing.

Ms. Gessinger, 620 Lasalle Street, stated she has lived at her address for 22 years and she is opposed to the transient rental housing. She does not want to have to look out the window and wonder who is out there. She said that her house is next to Lions Park and she knows everything that goes on in that neighborhood. She said there has been a murder suicide and homeless people stay down there so they already have enough to worry about. She said her house burned down and then someone broke into her home after that. She said that people that are coming up here are coming up here to party and that is not what the families want that live in the neighborhood.

Charles Kraisner of 705 Perry Street asked Dan O'Loughlin if he was the man that offered people \$5.00 to sign a petition. Mr. O'Loughlin replied no. Mr. Kraisner said he heard there was a guy that was doing that. He said that the City should take into consideration what people have to say that have been living in areas for as long as they have when developing plans. He then said that the neighbors that passed away next door to Ms. Jacksich, their home is probably in probate court since they have been passed away for a while now.

Mr. Poggiali stated that any time the City does a Comprehensive Plan or something similar they do invite people to come give opinions, but it is usually difficult to get people to show up.

Mr. Jackson stated that he does want people to know that they do take into account their comments when they come and speak at meetings.

Ms. Blair stated that she wanted to let everyone know that the Mills School Open House for the Sandusky Recreation will be next Wednesday, June 1st from 3pm-7pm at the Mills School.

Adjournment:

Mr. Miller motioned to adjourn the meeting and Mr. Poggiali seconded. The meeting ended at 6:31pm.

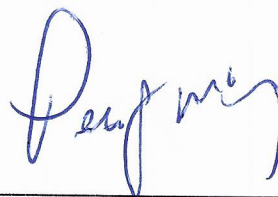
Next Meeting:

June 22, 2022

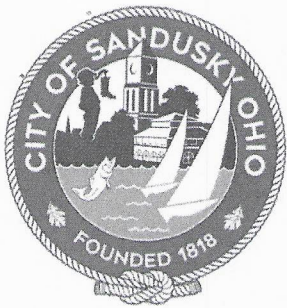
Approved:



Kristen Barone, Clerk



Pete McGory, Chairman



Planning Commission

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

June 29, 2022

At the June 22, 2022 Planning Commission meeting, the Planning Commission recommended approval to the City Commission for the proposed amendment to the zoning map for the following parcels along Milan Road: parcel 57-03541.000, parcel 57-03542.000, parcel 57-03374.000, and parcel 57-00159.000. The application is to rezone the parcels from "R1-40" Single-Family Residential to "GB" General Business.

Pete McGory
Planning Commission Chairman

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE PARCEL NOS. 57-03542.000, 57-03541.000, 57-03374.000 AND 57-00159.000 LOCATED AT 2609 & 2613 MILAN ROAD FROM "R1-40" SINGLE FAMILY RESIDENTIAL DISTRICT TO "GB" GENERAL BUSINESS DISTRICT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, a request is being made on behalf of Sandusky Holdings, LLC for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for Parcel Nos. 57-03542.000, 57-03541.000, 57-03374.000 and 57-00159.000 located at 2609 & 2613 Milan Road from "R1-40" Single Family Residential District to "GB" General Business District and as more fully described in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

WHEREAS, the change in zoning is being requested as the property owners want to expand the General Business zoning to include their properties to the north on Milan Road and make the property marketable for commercial investment; and

WHEREAS, this request was heard by the Planning Commission at their May 25, 2022, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment for Parcel Nos. 57-03542.000, 57-03541.000, 57-03374.000 and 57-00159.000 located at 2609 & 2613 Milan Road; and

WHEREAS, a public hearing on the applicant's request was held by this City Commission at their August 8, 2022, regularly scheduled meeting; and

WHEREAS, this Ordinance should be passed under suspension of the rules in accordance with Section 13 of the City Charter approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances to rezone Parcel Nos. 57-03542.000, 57-03541.000, 57-03374.000 and 57-00159.000 located at 2609 & 2613 Milan Road from "R1-40" Single Family Residential District to "GB" General Business District; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

Section 1. This City Commission approves the requested rezoning and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the rezoning of Parcel Nos. 57-03542.000, 57-

03541.000, 57-03374.000 and 57-00159.000 located at 2609 & 2613 Milan Road from "R1-40" Single Family Residential District to “GB” General Business District as more fully described in Exhibits “A” and “B” which are attached to this Ordinance and specifically incorporated herein.

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

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022 (effective after 30 days)

Transferred
In Compliance with sections
319-202 and 322-02 of the
Ohio Revised Code.
TAX \$ 60.00
EXEMPT: _____
R.E. TRANSFER:
\$ 186.00
Thomas J. Paul
Erie County Auditor
Trans. Fees: \$ 1.00
Date: 12/31/2010 By: Thomas J. Paul

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-57-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

[Signature]
Erie County Engineer 12/3/10

GENERAL WARRANTY DEED

CHARLIE B. WADDINGTON AND TAMARA S. WADDINGTON,
HUSBAND AND WIFE; AND KENNETH A. SUMSER AND JACALYN L. SUMSER,
HUSBAND AND WIFE, GRANTORS, for valuable consideration paid, grant to
SANDUSKY HOLDINGS, LLC, AN OHIO LIMITED LIABILITY COMPANY, GRANTEE,
whose tax mailing address is 610 E. Perkins Ave., Sandusky, Ohio 44870, the following
real property:

Situated in the City of Sandusky, County of Erie and State of Ohio: Being the
whole of Lot Number 316 and the north 7 feet of Lot Number 318 Milan Road in
DeWitt, Gilcher and Flynn's Subdivision of Sublot Number 1 of Original Lot 16,
East of Sycamore Line in said City, be the same, more or less, but subject to all
legal highways.

Prior Deed Reference: Book 267, Page 389; Book 280, Page 343
Erie County, Ohio Official Records

These premises are transferred with general warranty covenants, free and
clear of all liens and encumbrances, except a) those arising from the terms of the
Purchase Contract; b) those incurred by Buyer; c) zoning ordinances; d) legal highways;
and e) such other easements, conditions and restrictions which do not interfere with the
present lawful use of the real estate.

EXECUTED this 2ND day of December, 2010.

[Signature]
Charlie B. Waddington

[Signature]
Kenneth A. Sumser

[Signature]
Tamara S. Waddington

[Signature]
Jacalyn L. Sumser

STATE OF OHIO, COUNTY OF ERIE: ss

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above-named CHARLIE B. WADDINGTON AND TAMARA S.
WADDINGTON, HUSBAND AND WIFE, GRANTORS, who represented to me to be
said persons and who signed the foregoing Instrument and acknowledged the same as
their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal at Sandusky, Ohio, this 2ND day of December, 2010.



[Signature]
Notary Public

SALLY A. CROW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 25, 2014

HARTUNG TITLE ORDER # EA39082

STATE OF OHIO, COUNTY OF ERIE: ss

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **KENNETH A. SUMSER AND JACALYN L. SUMSER, HUSBAND AND WIFE, GRANTORS**, who represented to me to be said persons and who signed the foregoing Instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 2nd day of December, 2010.



Sally A. Crow
Notary Public

SALLY A. CROW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 25, 2014

EXHIBIT "A"

Transferred	
in Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE \$	40.00
EXEMPT:	
R.E. TRANSFER:	
\$	120.00
Thomas J. Paul Erie County Auditor	
Trans. Fees: \$	1.00
Date: 6/4/10 By:	Thomas J. Paul

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 6/4/10

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT Teresa I. Nims, nka Teresa I. West, unmarried, the Grantor, claiming title by or through instrument recorded in Volume 519, Page 475 and Volume 540 at page 10, Erie County, Ohio Deed Records, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to her full satisfaction of **Sandusky Holdings LLC, an Ohio Limited Liability Company,** the Grantee, whose tax mailing address will be 610 W. Perkins Avenue, Sandusky, Ohio 44870 does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its heirs and assigns, the following described premises, situated in the City of Sandusky, County of Erie, and State of Ohio: Legal description attached as Exhibit 'A'.

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

AND THE SAID Grantor, for herself and her heirs, executors and administrators, hereby covenants with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

Exhibit 'A'

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

Being the south twenty six (26) feet of Lot No. 318 Milan Road, and the north twenty (20) feet of Lot No. 320 Milan Road, marking a parcel of land forty six (46) feet wide, front and rear, fronting on said Milan Road, in DeWitt-Gilcher and Flynn's Subdivision of Sub Lot No. 1 of Original Lot No. 16, east of Sycamore Line, in the Second Ward of said City of Sandusky, Ohio.

4/21/08

HARTUNG TITLE ORDER # EA228333

Executed before me this 3 day of June, 2010.

Grantor:

Teresa I Nims West
TERESA I. NIMS,
NKA TERESA I. WEST

STATE OF OHIO)
) ss.
ERIE COUNTY)

The foregoing was acknowledged before me this 3 day of June, 2010, by
Teresa I. Nims, nka Teresa I. West.

(SEAL)

Sally A. Crow
NOTARY PUBLIC

SALLY A. CROW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 25, 2014

This Instrument Prepared By:

Robert M. Reno (0006183)
RENO, BOGDEN & FERBER CO., L.P.A.
725 Sycamore Line
Sandusky, OH 44870
419-626-3800

EXHIBIT "A"

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: that T. Robert Mathews, a/k/a T. Robert Mathews, Jr., married, for valuable consideration paid, grants with general warranty covenants to Sandusky Holdings, LLC, an Ohio limited liability company, whose tax mailing address is 610 E. Perkins Ave, Sandusky, the following described real property:

An undivided one-half (1/2) interest in each of the parcels described on the attached Exhibit A

Subject to: zoning ordinances, easements and restrictions of record and taxes and assessments due and payable after delivery of this deed.

Prior Instrument Reference: See attached Exhibit A

Beth A. Mathews, spouse of the grantor, releases all rights of dower therein.

Executed this 8th day of January 2004.

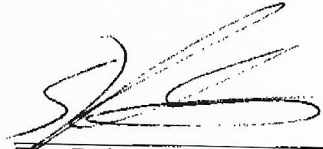
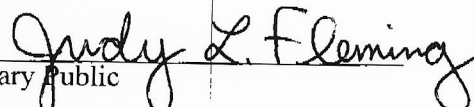

T. Robert Mathews a/k/a T. Robert Mathews, Jr.

EXHIBIT "A"

Beth A. Mathews

STATE OF OHIO)
) ss:
COUNTY OF ERIE)

The foregoing instrument was acknowledged before me this 8th day of January, 2004, by T. Robert Mathews, a/k/a T. Robert Mathews, Jr. and Beth A. Mathews, husband and wife.


Notary Public

This Instrument Prepared By:

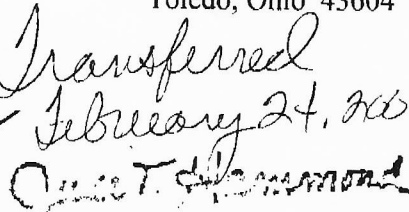
Thomas P. Killam, Esq.
Marshall & Melhorn, LLC
Four Seagate, Eighth Floor
Toledo, Ohio 43604



JUDY L. FLEMING
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 2-7-06

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: 2/24/03


ERIE COUNTY AUDITOR

This conveyance has been examined
and the grantor has complied with
Sections 310.202 and 322.02 of the
Revised Code

FEE: \$
EXEMPT: \$

R. F. TRAMER: \$

JUDE T. HARMON
Erie County Auditor

by: 

MICROFILMED
SCANNED

Exhibit A

ERIE COUNTY OHIO RECORDER
RN 200402338 Page 2 of 3

PARCEL NO 1:

Situated in the City of Sandusky, County of Erie and State of Ohio:
Being Lot Number Three Hundred Twenty (320) on Milan Road, except the northerly twenty (20) feet thereof and Lots Numbers Three Hundred Twenty-Two (322) and Three Hundred Twenty-Four (324) on Milan Road, all in Flynn Gilcher, and DeWitt's Subdivision, in the City of Sandusky, Erie County, Ohio, as per plat Recorded in Volume 3 of Plats, Page 15, Erie County, Ohio Records.

Prior Instrument Reference: RN 200205111, 200205112, 200205113, 200205114

PARCEL NO 2:

Situated in the City of Sandusky, County of Erie and State of Ohio:
Lot Number Three Hundred Twenty-Six (326) Milan Road, in DeWitt, Gilcher and Flynn's Subdivision of Lot Number One (1) of Original Lot Number Sixteen (16) East of Sycamore Line, in said city.

Prior Instrument Reference: RN 200205111, 200205112, 200205113, 200205114

PARCEL NO 3:

Situated in the City of Sandusky, County of Erie and State of Ohio:
Lot Number Three Hundred Twenty-Eight (328) on Milan Road, in Flynn, Gilcher, and DeWitt's Subdivision in the City of Sandusky, Erie County, Ohio, as per plat Recorded in Volume 3 of Plats, Page 15, Erie County, Ohio Records.

Prior Instrument Reference: RN 200205111, 200205112, 200205113, 200205114

PARCEL NO 4:

Situated in the County of Erie in the State of Ohio and in the Township of Perkins:
Situated in the Township of Perkins, County of Erie and State of Ohio: and being Lots Numbers 8, 9, and 10 in the Oakland Park Subdivision as recorded in Vol. 13, Page 44, Erie County, Ohio Records.

EXCEPTING THEREFROM however a certain parcel of real estate recorded in Volume 401, Page 178 et seq. Erie County Ohio Deed Records and described as follows: Situated in the Second Section of Perkins Township, Erie County Ohio and being more fully described as follows: The Northerly three (3) feet of Lot Numbers Eight (8) and Nine (9) in Oakland Park Subdivision of part of the Beatty 500 acre tract, which plat of subdivision is recorded in Erie County Ohio Plat Records, Volume 13, Page 44.

Prior Instrument Reference: Book 216 and Page 313, File No. RN 68328

PARCEL NO 5:

Situated in the Township of Perkins, County of Erie and State of Ohio:

Being that part of Beatty 500 Acre Tract, Section 2, as follows:
Beginning at a point in the west line of Milan Road South 37° 27' East, 200.00 feet from the South line of Perkins Avenue, thence due West, along the Southerly line of lands reserved by the Standard Oil Company and described in Volume 243, Page 598 to 601, Erie County, Deeds Records, 200.00 feet to the Southwest corner thereof; thence North 37° 27' West, along the Westerly line of said parcel of land, 33.71 feet to a point; thence South 69° 37' 30" West, along the Northerly line of Sublot 61, The Oakland Park Subdivision, as recorded in Volume 13, Page 44, Erie County, Plat Records, 150.34 Feet to the Northeast corner of Sublot 30; thence South 29° 59' East, along the Easterly line of Sublot 30, a distance of 25.09 feet to the Southeast corner thereof; thence South 60° 01' West, along the South line of said Sublot 30, a distance of 188.26 feet to the Easterly line of Marisee Drive; thence South 3° 36' East, along the last mentioned line, 42.79 feet to a point of curve; thence along a curve to the left, having a radius of 341.30 feet, a distance of 66.09 feet to a point; thence North 60° 01' East, along the Northerly line of Sublots 33 through 39, inclusive, of Oakland Park Subdivision, 458.66 feet to a point; thence due East, along the Northerly line of Sublot 40, and 20 feet distant, measured at right angles from the aforesaid Standard Oil Company lands, a distance of 116.77 feet to the West line of Milan Road; thence North 37° 27' West, along last mentioned line, 25.19 feet to the place of beginning and containing 1.007 acres, more or less, but subject to all legal highways.

In this description the Westerly line of Milan Road is taken to be 41.25' Westerly from the centerline thereof and the South line of Perkins Avenue is taken to be 25 feet Southerly from the North Line of Perkins Township.

Prior Instrument Reference: Book 94 and Page 359, File No. RN 30183

PARCEL NO 6:

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

Being Lots Number Three Hundred Fifty-Nine (359) and Three Hundred Sixty-One (361) on Perkins Avenue in Gilcher, DeWitt, and Flynn's Subdivision of Sublot One (1) Outlot 16 East of Sycamore Line as per plat recorded in Volume 3 of Plats, page 15, Erie County, Ohio Records.

Prior Instrument Reference: Book 94 and Page 359, File No. RN 30183

PARCEL NO 7:

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

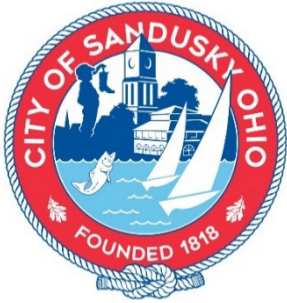
And being Lots Numbers Three Hundred Fifty-Five (355) and Three Hundred Fifty-Seven (357) on Perkins Avenue in Gilcher, DeWitt, and Flynn's Subdivision as recorded in Volume 3 of Plats, page 15, Erie County, Ohio Records.

Prior Instrument Reference: Book 94 and Page 359, File No. RN 30183

County Auditor Property Map (subject parcels outlined in yellow)



EXHIBIT "B"



Community Development

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5832

www.ci.sandusky.oh.us

TO: Eric Wobser

FROM: Nicole Grohe, CDBG Administrator

DATE: July 25th, 2022

RE: Erie County Land Bank MOU

ITEM FOR CONSIDERATION: The purpose of this communication is to request the approval of legislation allowing the City Manager to enter into a Memorandum of Understanding (MOU) with the Erie County Land Reutilization Corporation. The intent of the MOU is to allow the Erie County Land Bank to conduct an asbestos survey, mitigation (if needed), and demolition of a residential property that the city is purchasing at 3201 W. Monroe Street.

BACKGROUND INFORMATION: The city, county, and health department are working jointly to implement this project. The City of Sandusky has been working collaboratively with the Erie County Health Department on their Entrance-way Improvement project. The city is in the process of purchasing a residential property at 3201 W. Monroe Street and will lease the property to the Erie County Health Department. Sidewalks and signage will be installed along the widened street boulevard. After five years of rental payments, ownership of the parcel will be transferred from the city to the health department.

The Erie County Land Bank has received funding to demolish structures through the Delinquent Tax and Assessment Collection (DTAC). The county land bank will carry out the asbestos survey, any abatement, and demolition of the residence at 3201 W. Monroe St. on behalf of the city by December 31, 2022.

BUDGET IMPACT: There will be no impact on the budget.

ACTION REQUESTED: It is requested that City Commission authorize the Memorandum of Understanding with the Erie County Land Bank allowing the land bank to demolish the residential unit at 3201 W. Monroe St. It is further requested that this legislation be passed under suspension of the rules and in full accordance with Section 14 of the City in order to execute the MOU and allow the asbestos abatement and demolition to be completed by December 31, 2022.

Nicole Grohe, CDBG Administrator

I concur with this recommendation:

Jonathan Holody, Community Development Director Eric L Wobser, City Manager
cc: Brendan Heil, Law Director, Michelle Reeder, Finance Director, Cathy Myers, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ERIE COUNTY LAND REUTILIZATION CORPORATION FOR THE DEMOLITION OF A STRUCTURE LOCATED AT 3201 W. MONROE STREET, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved a Purchase and Sale Agreement with Gale A. Dauch Trustee for the purchase of real property located at 3201 W. Monroe Street and identified as Parcel No. 59-01180.000 by Ordinance No. 22-133, passed on July 11, 2022; and

WHEREAS, the City is in the process of purchasing the property for the purpose of demolition and street improvements coordinated between the City and Health Department through a lease agreement; and

WHEREAS, the Erie County Land Reutilization Corporation has received funding to demolish the structure and abate any asbestos located on the property at 3201 W. Monroe Street through the Delinquent Tax and Assessment Collection (DTAC); and

WHEREAS, the proposed Memorandum of Understanding provides the obligations for the City and the Erie County Land Reutilization Corporation for the demolition of the property and will allow the City and Health Department to move forward with improvements to the entrance way at the Health Department on Superior Street; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order for the asbestos abatement and demolition to be completed by December 31, 2022; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Memorandum of Understanding with the Erie County Land Reutilization Corporation for the asbestos abatement & demolition of a structure located at

3201 W. Monroe Street, Sandusky, a copy of which is marked Exhibit “A” and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on and entered into on this _____ day of _____, 2022, ("Effective Date") between the City of Sandusky, a municipal corporation of the State of Ohio, ("City") located at 240 Columbus Ave., Sandusky, Ohio 44870, and the Erie County Land Reutilization Corporation, an Ohio non-profit corporation, ("County") located at 2900 Columbus Ave., Sandusky, Ohio 44870.

WHEREAS the City owns the property at 3201 W. Monroe Street with the parcel number 59-01180.000, ("Property"), and

WHEREAS the County has received funding to demolish the structure and abate any asbestos located on the Property through the Delinquent Tax and Assessment Collection, and

WHEREAS the Parties' MOU will allow the Erie County Health Department to complete its entrance improvement project.

THEREFORE, in consideration of the mutual covenants herein set out, the City and the County agree as follows:

I. City's Obligations

- a. The City shall allow the County to enter onto the Property for the purpose of demolishing the structure on the Property.

II. County's Obligations

- a. The County shall enter the Property and perform the demolition at its own risk, and the City shall not incur any liability from injuries or losses to persons or property associated with this demolition project.
- b. The County shall bear all costs associated with the demolition project.
- c. The County shall bid and manage the entire demolition project, which shall include but is not limited to all asbestos surveying and mitigation needs.
- d. The County shall complete the entire demolition project by no later than December 31, 2022.

III. Term

- a. This MOU shall become effective on the Effective Date and shall expire on the completion of the demolition project.

IV. Modifications

- a. This MOU may be amended by either party. All amendments must be in writing and signed by both parties.

V. Governing Law

- a. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees, and the County, its contractors, subcontractors and agents arising out of or relating to this MOU or its breach will be decided in a court of competent jurisdiction within the County of Erie, State of Ohio.

VI. Merger.

- a. The provisions of this MOU shall supersede all previous agreements and understandings between the Parties concerning the subject matter hereof.
- VII. Severability**
 - a. If any of the provisions of this MOU are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

EXHIBIT "A"

SIGNATURE PAGE TO FOLLOW

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

WITNESSES:

CITY OF SANDUSKY:

WITNESSES:

EXHIBIT "A"

Erie County Land Reutilization Corporation

Approved as to Form:

Brendan Heil, Law Director
City of Sandusky (0091991)



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: July 27, 2022

Subject: **Commission Agenda Item – Award a contract for the Tiffin Avenue 12" Watermain Lining Project**

ITEM FOR CONSIDERATION: Legislation awarding a contract to FER-PAL Construction USA LLC Taylor, Michigan for the Tiffin Avenue 12" Watermain Lining Project

BACKGROUND INFORMATION: This project will line an existing 12" watermain along the east side of Tiffin Avenue from a water valve just north of the Venice Road intersection to a water valve located in front of the Erie County Juvenile Justice Center. The 12" watermain is currently shut off between these two water valves due to the watermain leaking at the Mills Creek bridge crossing. The 12" waterline is a cast iron pipe installed in 1968. The lining project will be a cured-in-place pipe (CIPP) similar to previous sewer lining projects that the city has successfully completed, but the material used in watermain projects are specifically designed for drinking water. The CIPP lining will stop the current leaking, structurally renew and extend the service life of the existing watermain. The contractor will be required to dig access pits to gain entry into the existing watermain to clean, camera and line the pipe.

One (1) bid was received on Monday, July 25, 2022 at a formal public bid opening;

FER-PAL Construction USA LLC
Taylor, Michigan
100% BID BOND

BASE BID: \$374,984.00
(1.347% over estimate)

The engineer's estimate for the Base Bid project was set at \$370,000.00

Per Contract Article 5.1.1 "Limits on Award" and Section 41 of the City Charter allows awarding a bid in excess of, but within 10% of the engineer's estimate. Based on this, FER-PAL Construction USA LLC has been determined the lowest and best bidder.

The contractual schedule for completion of this project is Friday, December 16th, 2022.

BUDGETARY INFORMATION: The total construction cost of the project based on bids is \$374,984.00 and will be paid with Water Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared to award a contract to FER-PAL Construction USA LLC Taylor, Michigan for the Tiffin Avenue 12" Watermain Lining Project in an amount not to exceed \$374,984.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to complete the project prior to the construction completion deadline of December 16, 2022.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

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

CERTIFICATE OF FUNDS

In the Matter of: FER-PAL Construction USA -Tiffin Ave Watermain lining Project

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

Account #612-5256-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/3/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FER-PAL CONSTRUCTION USA LLC, INC. OF TAYLOR, MICHIGAN, FOR THE TIFFIN AVENUE 12" WATERMAIN LINING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Tiffin Avenue 12" Watermain Lining Project involves the cleaning, camera, and lining of the 12" watermain along the east side of Tiffin Avenue from Venice Road to Broadway Street that is currently shut off at a water valve just north of Venice Road to a water valve in front of the Erie County Juvenile Justice Center due to the watermain leaking at the Mills Creek bridge crossing and will stop the current leaking and structurally renew and extend the service life of the existing watermain; and

WHEREAS, the 12" waterline is a cast iron pipe installed in 1968 and the approximate length to be lined is 1250 linear feet and will be a cured-in-place pipe (CIPP) similar to previous sewer lining projects that the City has successfully completed, except that the material used in watermain projects are specifically designed for drinking water; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the Tiffin Avenue 12" Watermain Lining Project by Resolution No. 033-22R, passed on May 9, 2022; and

WHEREAS, upon public competitive bidding as required by law one (1) appropriate bid was received and the bid from PER-PAL Construction USA LLC Precision Paving, Inc. of Taylor, Michigan, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost is \$374,984.00 and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the project to be completed prior to the construction completion deadline of December 16, 2022; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with PER-PAL Construction USA LLC Precision Paving, Inc. of Taylor,

Michigan, for the Tiffin Avenue 12" Watermain Lining Project in an amount **not to exceed** Three Hundred Seventy Four Thousand Nine Hundred Eighty Four and 00/100 Dollars (\$374,984.00) consistent with the bid submitted by PER-PAL Construction USA LLC Precision Paving, Inc. of Taylor, Michigan, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron Klein, P.E.

Date: July 28, 2022

Subject: Commission Agenda Item - WPCLF Loan Application with the Ohio EPA for Mills Street High Rate Treatment design

ITEM FOR CONSIDERATION: Requesting legislation approving the submission of a Water Pollution Control Loan Fund (WPCLF) application for the design portion of the Mills Street High Rate Treatment project to the Ohio Environmental Protection Agency (OEPA).

BACKGROUND INFORMATION: Ohio EPA established the WPCLF program in 1988 to provide low-interest loans for projects that have a water quality benefit. Bridge loans for design services allow for reimbursement of those activities prior to obtaining costs for the construction phase.

In 2021 the City entered into a Professional Design Agreement with Stantec Consulting Services, Inc for preliminary design via ordinance 21-136. In 2022 the City entered into an amendment with Stantec for detailed design services via ordinance 22-047. It is anticipated that design documents will be completed by October 2022 and staff would like to apply for a WPCLF loan from the OEPA for reimbursement of design funds already expended. Applying immediately would allow for reimbursement in December of this year. Once an application is submitted for construction in 2023, the two separate loans would be merged into one for future processing.

BUDGETARY INFORMATION: There is no budgetary impact for submitting the application.

ACTION REQUESTED: It is requested that legislation be prepared to approve submission of a loan application to the OEPA for WPCLF funds for the design phase of the Mills Street High Rate Treatment project. It is further requested that this be passed under Section 14 of the City Charter in order to submit the loan application as soon as possible to allow for recovery of funds in fiscal year 2022.

I concur with this recommendation:

Eric Wobser, City Manager

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO FILE AN APPLICATION WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA) FOR A LOAN THROUGH THE WATER POLLUTION CONTROL LOAN FUND (WPCLF) PROGRAM FOR THE DESIGN OF THE MILLS STREET HIGH RATE TREATMENT PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the OPEA established the Water Pollution Control Loan Fund (WPCLF) program in 1988 and finances a variety of projects that have a water quality benefit at their core and with assistance from the Ohio Water Development Authority (OWDA), the Division of Environmental and Finance Assistance (DEFA) administers the program designed to operate in perpetuity, and to assist Ohio's communities and citizens with their water resource protection and restoration projects; and

WHEREAS, the Mills Street High Rate Treatment Project involves the replacement of three (3) pumps and the generator at the Pier Track Pump Station located along the eastern side of Cedar Point Road between Cleveland Road and First Street and major improvements to the Farwell Pump Station located along Farwell Street between Second Street and First Street; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with Stantec Consulting Services, Inc. of Cleveland, Ohio, for the Mills Street High Rate Treatment Project by Ordinance No. 21-136, passed on September 13, 2021, and subsequently approved an amendment to the agreement for additional services by Ordinance No. 22-047, passed on March 14, 2022; and

WHEREAS, the City will be applying for loan funds to finance the design of the Mills Street High Rate Treatment Project which is anticipated to be completed by October 2022; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the application as soon as possible to allow for reimbursement of funds in fiscal year 2022; and

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

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

Section 1. The City Manager is hereby authorized and directed to file an application on behalf of the City with the Ohio Environmental Protection Agency for a loan through the Water Pollution Control Loan Fund (WPCLF) program for the design of the Mills Street High Rate Treatment Project, a copy of which is on file in the Office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: July 27, 2022

Subject: **Commission Agenda Item –OPWC Application, Round 37
Milan Road Concrete Repair Project – ODOT PID 103704**

ITEM FOR CONSIDERATION: A Resolution approving the submission of one application to participate in the Ohio Public Works Commission (OPWC) Round 37 State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP) and to execute contracts as required. The application will offset the City's share of participation in the planned concrete work on part of Milan Rd. (US 250).

BACKGROUND INFORMATION: With over 6,000 vehicles per day in this section of Milan Rd. (US 250), between Frontage Rd. C and Sycamore Line, it is one of the most heavily travelled streets in the City. ODOT agrees with its importance and has planned a project to bid out in early 2024 to repair the deteriorated concrete section from the North end of the Milan Rd overpass up to Sycamore Line. Specific work would repair/replace full-depth concrete sections, adjust manholes and improve drainage and striping within this segment.

BUDGETARY INFORMATION: There is no cost to submit the application. Notification of award would be in December 2022. If awarded, the project would be constructed beginning early in 2024, per ELLIS. If awarded, any matching funds required would be incorporated into the 2024 budget. The cost of the project is currently estimated at \$600,000. ODOT has already committed 50% (\$300,000) toward this project. The City is planning to apply for \$175,000 of OPWC funds to leverage these funds, reducing the City's obligation to \$125,000.

ACTION REQUESTED: It is recommended that the authorization for preparation and submittal for OPWC Round 37 applications 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 submit this application package to an OPWC representative as soon as possible as the application is due to the County on September 9, 2022.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION BY THE CITY MANAGER FOR FINANCIAL ASSISTANCE AND TO ENTER INTO A PROJECT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION IN ORDER TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AUTHORIZED BY CHAPTER 164 (AID TO LOCAL GOVERNMENT IMPROVEMENTS) OF THE OHIO REVISED CODE FOR THE MILAN ROAD CONCRETE REPAIR PROJECT; AND DECLARING THAT THIS RESOLUTION TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Milan Road Concrete Repair Project is an Ohio Department of Transportation (ODOT) project, PID 103704, to repair the deteriorated concrete section of Milan Road (US 250), between Frontage Road C and Sycamore Line, from the north end of the overpass up to Sycamore Line and includes the repair and/or replacement of full-depth concrete sections, adjusting manholes and improved drainage and striping with this segment of road; and

WHEREAS, the estimated cost for the Milan Road Concrete Repair Project is \$600,000.00 of which \$300,000.00 (50%) will be paid by the Ohio Department of Transportation and the City will be applying for \$175,000.00 of Ohio Public Works Commission funds, reducing the City's obligation to \$125,000.00; and

WHEREAS, a certified copy of the legislation approving the project is required by the governing body of the applicant; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application package and Resolution to the Ohio Public Works Commission by the deadline of September 9, 2022; and

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

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

Section 1. This City Commission hereby approves the submission of an application for financial assistance with the Ohio Public Works Commission's State Capital Improvement and/or Local Transportation Improvement Programs as provided in Chapter 164 of the Ohio Revised Code for the Milan Road Concrete Repair Project, PID 103704, authorizes and directs the City Manager to file the application for assistance and authorizes and directs the City Manager and/or Finance Director to provide any necessary information and assurances and to

execute appropriate project agreements if assistance is awarded by the Ohio Public Works Commission.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 8, 2022