



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
January 23, 2017 at 5 p.m.  
City Hall, 222 Meigs Street**

<b>INVOCATION</b>	<b>D. Waddington</b>
<b>PLEDGE OF ALLEGIANCE</b>	
<b>CALL TO ORDER</b>	
<b>ROLL CALL</b>	<b>D. Brady, N. Twine, G. Lockhart, D. Murray, D. Waddington, N. Lloyd &amp; W. Poole</b>
<b>APPROVAL OF MINUTES</b>	<b>January 9, 2017</b>
<b>PRESENTATION</b>	<b>Pete Schade, Erie County Health Department Annual Report</b>
<b>AUDIENCE PARTICIPATION</b>	
<b>PUBLIC HEARING</b>	<b>Zone Map Amendment at 2513 Venice Road &amp; 1651 Tiffin Avenue</b>
<b>COMMUNICATIONS</b>	<b>Motion to accept all communications submitted below</b>
<b>CURRENT BUSINESS</b>	

**CONSENT AGENDA ITEMS**

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

**ACCEPTING FIVE PARCELS THROUGH LAND BANK PROGRAM**

Budgetary Information: The cost of this acquisition will be approximately \$756 to pay for the title exams and transfer fees. The city will not collect the \$16,081.10 owed to the city in special assessments, nor will the taxing districts collect the \$12,862.20 owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of over \$4,448.82 per year, which will greatly increase as the properties are rehabilitated or re-developed.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving and accepting certain real property for acquisition into the land reutilization program; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

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

**TRANSFER OF PROPERTIES TO ERIE COUNTY LAND REUTILIZATION CORPORATION**

Budgetary Information: There is no cost associated with the transfer of these properties other than the total amount of staff time expended to prepare the property deeds and transfer title.

**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 is no longer needed for any municipal purpose and authorizing the transfer of said property to the Erie County Land Reutilization Corporation for the purpose of utilizing grant funding from the Ohio Housing Finance Agency for the Neighborhood Initiative program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**C. Submitted by Angela Byington, Planning Director**

**FY 2016 RESIDENTIAL DEMOLITION PROJECT #2**

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost will be paid with FY 2016 Community Development Block Grant Funds and Insurance Fire Funds. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed CDBG FY 2016 residential demolition project #2; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this Resolution shall take immediate effect in accordance with Section 14 of the city charter.

**D. Submitted by Kelly Kresser**

**NEW LIQUOR PERMIT FOR BAIT HOUSE BREWERY, LLC**

It is requested the City Commission formally file their notice not requesting a hearing for a new A1C Liquor Permit (*Manufacturer of beer – producing up to 31 million gallons per year wherever produced, for sale on premises at retail for on premises consumption, and sell beer products to retail and wholesale permit holders*) for Bait House Brewery LLC, 223 Meigs Street.

**REGULAR AGENDA ITEMS**

**ITEM #1 - Submitted by Matt Lasko, Chief Development Officer**

**APPROVAL TO APPLY FOR ABANDONED GAS STATION CLEANUP GRANT**

**Budgetary Information:** There is no impact on the city’s general fund. It is anticipated that all projects undertaken as part of the grant will be paid for through grant funds.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed authorizing the filing of an application with the Ohio Development Services Agency for the abandoned gas station cleanup grant program for the former Sunoco Gas Station property located at 1651 Tiffin Avenue; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #2 - Submitted by Matt Lasko, Chief Development Officer**

**AUTHORIZATION TO ENTER INTO OPTION TO PURCHASE AGREEMENT WITH NRP PROPERTIES, LLC**

**Budgetary Information:** The City will sell both parcels of property for a combined \$262,600. The net proceeds of which will be deposited into the City’s Real Estate Development Fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that certain real property owned by the city located at 2513 Venice Road, identified as Parcel #58-01990.000 and 1651 Tiffin Avenue, identified as Parcel #58-02419.000 are no longer needed for any municipal purpose and authorizing the execution of an 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 #3 - Submitted by Matt Lasko, Chief Development Officer**

**WAIVE FEES FOR NRP PROPERTIES, LLC**

**Budgetary Information:** The city will be foregoing up to \$25,000 in permitting, processing and impact fees across the Building and Engineering Departments. All permitting, processing and impact fees in excess of \$25,000 due from NRP will be paid to the city.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed authorizing the City Manager to waive certain building and engineering fees associated with the development of the property located at 2513 Venice Road, identified as Parcel #58-01990.000 and 1651 Tiffin Avenue, identified as Parcel #58-02419.000; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 - Submitted by Aaron Klein, Director of Public Works**

**AGREEMENT WITH STRAND ASSOCIATES, INC. FOR GREEN INFRASTRUCTURE EVALUATION, PHASE II**

**Budgetary Information:** The amount for the professional services agreement is \$65,000 which will be funded entirely with Sewer Funds and it will be incorporated into the new five-year Capital Improvement Plan and annual evaluation of sewer rates.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with Strand Associates, Inc., of Cincinnati, Ohio, to perform a green infrastructure evaluation, Phase II of the city’s General Plan for combined sewers; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #5 - Submitted by Casey Sparks, Assistant Planner**

**ZONE MAP AMENDMENT FOR 2513 VENICE ROAD & 1651 TIFFIN AVENUE**

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

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending the official zone map of the City of Sandusky to rezone one parcel from LM (Limited Manufacturing District) and GB (General Business District) and one parcel from GB (General Business District) to RMF (Residential multi-family district).

**ITEM #6 - Submitted by Maria Muratori, Development Specialist**

**ENTERPRISE ZONE TAX ABATEMENT AGREEMENT WITH CHRIS ANDREWS DBA OHIO TRUCK SALES**

**Budgetary Information:** The project will have an ongoing positive impact on the general fund, as 25% of the increase in value will be subject to real estate taxes during the abatement period. The project will also help sustain construction jobs in the local economy and will create an estimated ten full-time equivalent employment positions in addition to the current full-time employees that will be subject to city income tax.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an enterprise zone agreement with Chris Andrews, LLC dba Ohio Truck Sales; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 - Submitted by Angela Byington, Planning Director

AGREEMENT WITH OSBORN ENGINEERING FOR JACKSON STREET PIER PROJECT

**Budgetary Information:** The total preliminary engineering cost, not to exceed, is \$146,043 to be initially paid with capital funds. The city intends to finance all costs associated with the Jackson Street Pier project with notes or bonds from the newly expanded urban renewal area. The notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service. Costs associated with final engineering and construction administration will require City Commission approval.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Osborn Engineering of Cleveland, Ohio, for professional design services for the Jackson Street Pier project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #8 - Submitted by Angela Byington, Planning Director

AGREEMENT WITH OSBORN ENGINEERING FOR SHORELINE DRIVE PROJECT

**Budgetary Information:** The total preliminary engineering cost, not to exceed, is \$150,042 to be initially paid with capital funds. The city intends to finance all costs associated with the Shoreline Drive rehabilitation project with notes or bonds from the newly expanded urban renewal area. The notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service. Costs associated with final engineering and construction administration will require City Commission approval.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Osborn Engineering of Cleveland, Ohio for professional design services for the Shoreline Drive rehabilitation project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #9 - Submitted by Brad Link, Director of Public Services

2017 TREE REMOVAL & TRIM PROJECT

**Budgetary Information:** The engineer’s estimate for this project is \$68,750 and will be paid from the capital projects fund. This project was made possible through Issue 8 funding.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed 2017 tree removal and trim project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

**Buckeye Broadband broadcasts on Channel 76:**

Monday, January 23 at 8:30 p.m.

Tuesday, January 24 at 5 p.m.

Monday, January 30 at 8:30 p.m.

YouTube: [https://www.youtube.com/channel/UCBxZ482ZeTTixa\\_Rm16YWWTQ](https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWWTQ)



# **City Commission**

City Building

Sandusky, Ohio 44870

## **CITY OF SANDUSKY CITY COMMISSION NOTICE OF PUBLIC HEARING**

The City of Sandusky Ohio City Commission will conduct a "Public Hearing" during the course of their meeting on Monday, January 23<sup>rd</sup>, 2017 at 5:00 p.m. in the 1<sup>st</sup> floor conference room, City Building, 222 Meigs Street, Sandusky, Ohio to consider the following:

1. An amendment to the Zoning Map for the rezoning of 2513 Venice Road #58-01990.000 & 1651 Tiffin Ave # 58-02419.000. The existing property located at 2513 Venice Road is currently zoned as "LM" Limited Manufacturing and "GB" General Business. The existing property located at 1651 Tiffin Ave is currently zoned as "GB" General Business. This application reflects the rezoning of these properties to "RMF"/ Residential Multi- Family.

Further details and information with respect to the above may be obtained during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) from the City Commission Clerk, City Building, 222 Meigs Street, Sandusky, Ohio, 419-627-5850. All persons interested in or affected by this request will have the right and opportunity to be heard at this meeting.

Kelly Kresser  
City Commission Clerk  
12/13/16



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*City of Sandusky Code Enforcement Division  
222 Meigs Street, Sandusky, OH 44870  
(419) 627-5913*

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TO: Eric Wobser, City Manager

FROM: Amanda McClain, Housing Manager

DATE: January 10, 2017

RE: City Commission Agenda Item

**ITEM FOR CONSIDERATION:** Legislation requesting approval to accept five (5) parcels of nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

**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 to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization.

The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back in to the community. Also, because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars a year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it.

The five (5) parcels requested for acquisition have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts by a quorum of the Land Bank Committee on December 19, 2016. Parcel number 59-00978.000 is a vacant lot that is located on the north east corner of the intersection of W. Washington Street and Lawrence Street. It is currently owned by Mentor A Child Foundation and it is in delinquent tax foreclosure. There is a Sandusky Transit bus stop shelter located on W. Washington Street directly in front of this vacant lot. The City has been mowing and maintaining this lot for several years. The property located at 2238 Fallen Timber is a vacant, one-story, single-family residential structure that has 1,050 square feet of living space with 3 bedrooms and 1 bath. It appears to be a good candidates for rehabilitation and will be evaluated for rehabilitation.

There are 3 parcels located on Warren Street with the address of 425 Warren. Parcels numbers 56-

00822.000 and 56-00821.000 are zoned commercial service and have a commercial warehouse built across the parcels. Parcel number 56-00820.000 is zoned two-family residential (R2F) and is adjoining another parcel currently held in the Land Bank. The 3 parcels have a combined total of 0.8787 Acres .

The Land Bank Committee has determined that the acquisition of the six (6) parcels is necessary to protect, improve, and preserve the stability of the neighborhoods they are located in.

**BUDGET IMPACT:** The cost of this acquisition will be approximately seven hundred and fifty six dollars (\$756.00) to pay for the title exams and transfer fees. The City will not collect the sixteen thousand eighty one dollars and ten cents (\$16,081.10) owed to the City in special assessments, nor will the taxing districts collect the twelve thousand eight hundred sixty two dollars and twenty cents (\$12,862.20) owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of over four thousand four hundred forty eight dollars and eighty two cents (\$4,448.82) per year, which will greatly increase as the properties are rehabilitated or re-developed.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to accept the six (6) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

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Amanda J. McClain, Housing Manager

I concur with this recommendation:

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Matt Lasko, Chief Development Officer

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Eric L. Wobser, City Manager

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

**A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS RESOLUTION 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**, it is requested that the City accept five (5) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

**WHEREAS**, it is necessary to acquire the nonproductive land parcels in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City; and

**WHEREAS**, one (1) parcel is a vacant lot located on the northeast corner of the intersection of W. Washington Street and Lawrence Street and has a Sandusky Transit bus stop shelter located on W. Washington Street directed in front of this lot and (1) parcel located at 2238 Fallen Timber Drive is a vacant, one-story residential structure and appears to be a good candidate for rehabilitation and will be evaluated; and

**WHEREAS**, three (3) parcels are located on Warren Street and have a commercial warehouse built across the parcels and is adjoining another parcel currently held in the Land Bank; and

**WHEREAS**, these five (5) parcels of non-productive land have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and approved by the Land Bank Committee on December 19, 2016; and

**WHEREAS**, any future sales of the parcels requested for acquisition will be presented to the City Commission by Ordinance for approval of disposition and sale; and

**WHEREAS**, the estimated cost for these acquisitions will be approximately \$756.00, which includes title exams, and transfer fees, and will be recouped by the City upon sale of the properties; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City in order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 and accepts for acquisition into the Land Reutilization Program five (5) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

Section 2. This City Commission authorizes and directs the City Manager to acquire the nonproductive land in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City.

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

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

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

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

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

Passed: January 23, 2017



## Exhibit A

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
59-00978.000	0 W. Washington	Mentor A Child Foundation	2,179.84	1,393.53	662.85	4,236.22	116.14
<b>Proposed Use:</b> This is a vacant lot that is approximately 64' X 66' and it is located on the north west corner of the intersection of W. Washington Street and Lawrence Street. The STS transit bus shelter is located directly in front on W. Washington.							
2016CV0680							
57-01656.000	2238 Fallen Timber	Albert & Frankie Gamez	3,568.04	0.00	404.09	3,972.13	570.94
<b>Proposed Use:</b> This vacant single family residential structure has approximately 1,124 sq. ft. of living space. It is in delinquent tax foreclosure. Upon acquisition, it will be evaluated for rehabilitation.							
2016CV0677							
56-00822.000	425 Warren	Instituto Universitario De Ciencias	9,088.78	0.00	1,670.28	10,759.06	4,995.84
<b>Proposed Use:</b> Demolition of the structure and remediation of the land for reuse.							
56-00821.000	0 Warren	Instituto Universitario De Ciencias	209.6	0	38.57	248.17	116.04
<b>Proposed Use:</b> Demolition of the structure and remediation of the land for reuse.							
56-00820.000	0 Warren	Instituto Universitario De Ciencias	240.72	0	44.33	285.05	133.28
<b>Proposed Use:</b> Remediation of the land for reuse.							
Total:			15,286.98	1,393.53	2,820.12	19,500.63	5,932.24



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*City of Sandusky Code Enforcement Division  
222 Meigs Street, Sandusky, OH 44870  
(419) 627-5913*

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TO: Eric Wobser, City Manager

FROM: Amanda McClain, Housing Manager

DATE: January 10, 2017

RE: City Commission Agenda Item

**ITEM FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to transfer two (2) properties from the City of Sandusky's Land Reutilization Program, that are no longer needed for any municipal purpose, to the Erie County Land Reutilization Corporation under an existing Memorandum of Understanding that was adopted by the Sandusky City Commission through Resolution 035-14R on August 25, 2014 in order to administer a demolition program in partnership with the City of Sandusky's Land Reutilization Program within the City of Sandusky utilizing grant funding from the Ohio Housing Finance Agency for Neighborhood Initiative Program.

**BACKGROUND INFORMATION:** The Erie County Land Reutilization Corporation (ECLRC) submitted a grant application to the Ohio Housing Finance Agency (OHFA) and received one million forty three thousand one hundred seventy eight dollars and ninety seven cents (\$1,043,178.97) from Round 5 of the Neighborhood Initiative Program (NIP). The State of Ohio created the NIP, an Ohio Hardest Hit Fund Project, to strategically target traditional and urban core neighborhoods. The purpose of the NIP is to stabilize property values by removing and greening vacant and blighted properties in Targeted Areas in an effort to prevent future foreclosures for existing homeowners because demolition is a critical component of strategies to stabilize home values. In Ohio, 31% of homeowners with loans owe at least 125% more than their estimated home value and when negative equity combines with other factors such as loss of income, the risk of foreclosure is high because homeowners do not have the option to sell a home they can no longer afford and these foreclosures result in distressed sales that further depress property values and continue the downward spiral too often resulting in vacant and blighted homes. Demolition is a critical component of strategies to stabilize home values. Demolition will also eliminate abandoned structures which become a breeding ground for crime and further depress housing prices. The grant funds will be used primarily to strategically demolish vacant and blighted structures within Erie County, which includes specifically targeted Sandusky neighborhoods listed in a Target Area Plan.

The City of Sandusky's Land Reutilization Program has recently acquired two (2) single family residential structures that are condemned and located within the Target Area Plan. The properties are located at 1129 Huntington Avenue (Parcel No. 57-05114.000 and 1207 Parish Street (Parcel No. 57-00749.000). The NIP guidelines require that the ECLRC must acquire, or already own the property being demolished and a mortgage lien shall be placed upon the premises for the amount of the demolition costs. The mortgage lien will remain in place for a three (3) year period, but may be released prior to the expiration period if the mortgage lien amount is paid in full or if the vacant lot is transferred to an eligible end-user, whichever comes first. ECLRC will maintain ownership and will be responsible to mow and maintain the vacant lots after the structures are demolished utilizing NIP funds until the lien is released or the lots are sold to an eligible end-user. ECLRC will utilize the City of Sandusky's Land Reutilization Program Policy and Procedures and the Mow to Own Program Policy when administering the sale of the vacant lots and will receive approval of the Land Bank Committee before consummating any sale. ECLRC will pay all costs incurred in the sale of the vacant lots out of the proceeds received from the sale, and all net proceeds shall first be applied to the payment of the mortgage lien and the balance remaining, if any will be refunded and distributed to the

Taxing Districts in accordance with Ohio Revised Code Section 5722.08(B) and (C). After the expiration of the three (3) year period in which a mortgage lien is placed on the vacant lots and the vacant lots have not been sold by ECLRC, the mortgage lien will be released and a clean title, free and clear of any liens, or other encumbrances, shall be transferred back to the City of Sandusky's Land Reutilization Program.

**BUDGET IMPACT:** There is no cost associated with the transfer of these properties other than the total amount of staff time expended to prepare the property deeds and transfer title.

**ACTION REQUESTED:** It is requested legislation be approved allowing the City Manager to transfer property from the City of Sandusky's Land Reutilization program, that are no longer needed for any municipal purpose, to the Erie County Land Reutilization Corporation under an existing Memorandum of Understanding that was adopted by the Sandusky City Commission through Resolution 035-14R on August 25, 2014 in order to administer a demolition program in partnership with the City of Sandusky's Land Reutilization Program within the City of Sandusky utilizing grant funding from the Ohio Housing Finance Agency for Neighborhood Initiative Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to administer demolition activities within the required timeframe of the Ohio Housing Finance Agency (OHFA).

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Amanda J. McClain, Housing Manager

I concur with this recommendation:

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Matt Lasko, Chief Development Officer

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Eric L Wobser, City Manager

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

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE TRANSFER OF SAID PROPERTY TO THE ERIE COUNTY LAND REUTILIZATION CORPORATION (ECLRC) FOR THE PURPOSE OF UTILIZING GRANT FUNDING FROM THE OHIO HOUSING FINANCE AGENCY (OHFA) FOR THE NEIGHBORHOOD INITIATIVE PROGRAM (NIP); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the City Commission previously authorized the execution of a Memorandum of Understanding with the Erie County Land Reutilization Corporation (ECLRC) to administer a demolition program in partnership with the City's Land Reutilization Program utilizing grant funding from the Ohio Housing Finance Agency for the Neighborhood Initiative Program (NIP) by Resolution No. 035-14R, passed on August 25, 2014; and

**WHEREAS**, the Erie County Land Reutilization Corporation (ECLRC) received grant funds in the amount of \$1,043,178.97 from the Ohio Housing Finance Agency (OHFA) from Round 5 of the Neighborhood Initiative Program (NIP); and

**WHEREAS**, the Ohio Housing Finance Agency (OHFA) requires the Erie County Land Reutilization Corporation (ECLRC) to acquire title to all properties being demolished utilizing Neighborhood Initiative Program (NIP) funds in order to place a three (3) year mortgage as lien against each property in an amount equal to the cost of demolition; and

**WHEREAS**, the City owns property located at 1129 Huntington Avenue (Parcel No. 57-05114.000) and 1207 Parish Street (Parcel No. 57-00749.000) as part of the Land Reutilization Program and requests authorization to transfer the said property to the Erie County Land Reutilization Corporation (ECLRC) for demolition using NIP funds; and

**WHEREAS**, after demolition of the properties, the Erie County Land Reutilization Corporation (ECLRC) shall have the option of holding and maintaining each property for a period of three (3) years until the mortgage is released, or transferring the property to a responsible end user or to a political subdivision for use in a public 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 administer demolition activities within the required timeframe of the Ohio Housing Finance Agency (OHFA); 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 Properties located at 1129 Huntington Avenue (Parcel No. 57-05114.000) and 1207 Parish Street (Parcel No. 57-00749.000), Sandusky, more specifically described in Exhibits "A" and "B", copies of which are attached to this Ordinance and is specifically incorporated as if fully rewritten herein, are no longer needed for any municipal purpose and authorizes the transfer of said property to the Erie County

land Reutilization Corporation (ECLRC) for the purpose of utilizing grant funding from the Ohio Housing Finance Agency (OHFA) for the Neighborhood Initiative Program (NIP). The City Manager is hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Erie County land Reutilization Corporation (ECLRC), 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.

---

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

ATTEST:

---

KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: January 23, 2017

<b>Transferred</b>	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE \$	
Exempt:	<input checked="" type="checkbox"/>
R.E. TRANSFER:	
\$	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	.50
Date: 11/24/15	By: [Signature]

Per O.R.C. 319.203  
Erie County Auditor/Engineer  
11/24/15  
Date

Barbara A. Sessler  
County Recorder, Erie County OH

201510547 Total Pages: 2  
11/24/2015 11:25 AM Fees: \$ 0.00

## WARRANTY DEED

KNOW ALL PEOPLE BY THESE PRESENTS:

That DEWITT McDONALD AND ELLA P. McDONALD, Husband and Wife,

the Grantors,

who claim title through a document recorded in Deed Volume 479, Page 246, Erie County Recorder's Office, for valuable consideration received to their full satisfaction of:

CITY OF SANDUSKY,

the Grantee,

whose Tax Mailing Address will be: 222 Meigs St.  
Sandusky, OH 44870

do give, grant, bargain, sell and convey unto the said Grantee and its successors and assigns, the premises (herein called "Premises"):

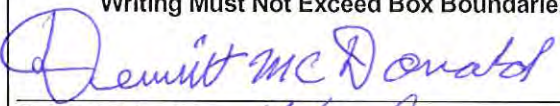
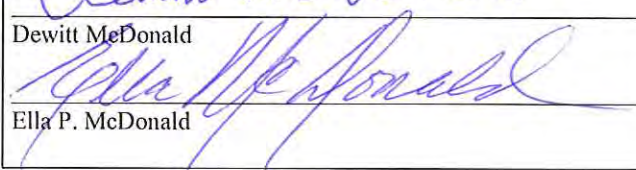
Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot Number 1133 Huntington Ave. in Subdivision Number Three of The Sandusky Business Men's Association as per plat recorded in Volume 6 of Plats, Page 40, Erie County Ohio Records.

Permanent Parcel No. 57-05114.000

To have and to hold the above-granted and bargained Premises, with the appurtenances thereunto belonging, unto the said Grantee and its successors and assigns, forever. And the said Grantors do for themselves and their heirs and assigns covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents, they are well seized of the Premises as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in the manner and form as above written; and that the same are free and clear from all encumbrances, whatsoever, except taxes and assessments, which are a lien, or which have not been certified to the Auditor or have been certified but have not been placed on the duplicate or have been deferred, but are not yet due and payable, except zoning restrictions, and except easements, restrictions, mineral leases, reserved mineral rights, conditions, and covenants of record, and unrecorded easements, and that they will warrant and defend said Premises with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever, against all lawful claims and demands whatsoever, except those noted above.



EXECUTED this 19th day of November, 2015.

Writing Must Not Exceed Box Boundaries	
	
Dewitt McDonald	
	
Ella P. McDonald	

STATE OF OHIO

)

) SS:

COUNTY OF ERIE

)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Dewitt McDonald and Ella P. McDonald, who acknowledged that they did sign the foregoing warranty deed and that the same is their free act and deed. I hereby state that either: (i) Dewitt McDonald and Ella P. McDonald are personally known to me or (ii) provided sufficient identification (driver's license, passport, etc.) to me.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 19th day of November, 2015.

Writing and Seal Must Not Exceed Box Boundaries	
	<b>TAMARA S. KOPP</b> Notary Public State of Ohio
	 Notary Public
My Commission Expires 12-01-2017	
Fidelity National Title Company LLC <u>15-864</u>	

*This Instrument Prepared By:*  
Attorney John D. Frankel  
WICKENS, HERZER, PANZA, COOK & BATISTA CO.  
414 Wayne Street  
Sandusky, OH 44870-2709  
12722-469\1327152\bas

<b>Transferred</b>	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE \$	_____
Exempt:	<input checked="" type="checkbox"/>
R.E. TRANSFER:	_____
\$	_____
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	50
Date: 11/25/15	By: [Signature]

Barbara A. Sessler  
County Recorder, Erie County OH  
201510603 Total Pages: 2  
11/25/2015 01:34 PM Fees: \$ 0.00

Per O.R.C. 319.203

Erie County Auditor/Engineer

Date

[Signature: Richard H. Jeffrey]

## WARRANTY DEED

KNOW ALL PEOPLE BY THESE PRESENTS:

That VELMA CASTEEL, Unmarried,

the Grantor,

who claims title through a document recorded in Deed Volume 432, Page 765, Erie County Recorder's Office, for valuable consideration received to her full satisfaction of:

CITY OF SANDUSKY,

the Grantee,

whose Tax Mailing Address will be: 222 Meigs St.  
Sandusky, OH 44870

does give, grant, bargain, sell and convey unto the said Grantee and its successors and assigns, the premises (herein called "Premises"):

Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot Number 1046 Parish Street in Subdivision Number Three of the Sandusky Business Men's Association as per plat recorded in Volume 6 of Plats, Page 40, Erie County Ohio Records.

Permanent Parcel No. 57-00749.000

To have and to hold the above-granted and bargained Premises, with the appurtenances thereunto belonging, unto the said Grantee and its successors and assigns, forever. And the said Grantor does for herself and her heirs and assigns covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents, she is well seized of the Premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in the manner and form as above written; and that the same are free and clear from all encumbrances, whatsoever, except taxes and assessments, which are a lien, or which have not been certified to the Auditor or have been certified but have not been placed on the duplicate or have been deferred, but are not yet due and payable, except zoning restrictions, and except easements, restrictions, mineral leases, reserved mineral rights, conditions, and covenants of record, and unrecorded easements, and that she will warrant and defend said Premises with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever, against all lawful claims and demands whatsoever, except those noted above.



EXECUTED this 25<sup>th</sup> day of November, 2015.

Writing Must Not Exceed Box Boundaries

Velma Casteel

*Velma Casteel*

STATE OF OHIO

)

) SS:

COUNTY OF ERIE

)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Velma Casteel, who acknowledged that she did sign the foregoing warranty deed and that the same is her free act and deed. I hereby state that either: (i) Velma Casteel is personally known to me or (ii) provided sufficient identification (driver's license, passport, etc.) to me.

25<sup>th</sup> IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this day of November, 2015.

Writing and Seal Must Not Exceed Box Boundaries



KAREN R. DUSKIN  
Notary Public  
State of Ohio

Notary Public

*Karen R. Duskin*

**Fidelity National  
Title Company LLC**

*15-866*

*This Instrument Prepared By:*

Attorney John D. Frankel  
WICKENS, HERZER, PANZA, COOK & BATISTA CO.  
414 Wayne Street  
Sandusky, OH 44870-2709  
12722-467\1327004\bas



---

*City of Sandusky Department of Planning and Development  
222 Meigs Street, Sandusky, OH 44870  
(419) 627-5715*

---

To: Eric Wobser, City Manager

From: Angela Byington, AICP, Planning Director

Date: January 11, 2017

Subject: Commission Agenda Item – Permission to Bid CDBG FY16 – Residential Demolition Project #2.

**Item for Consideration:** Resolution of necessity for the CDBG FY16 – Residential Demolition Project #2, involving asbestos abatement and demolition of seven (7) residential properties.

**Background Information:** The seven (7) residential properties are vacant and blighted. Six of the properties are privately owned and have been issued demolition orders directly by the City or Housing Appeals Board, while one of the properties, 2201 Campbell Street, is owned by the City of Sandusky. Asbestos surveys are being completed on all seven properties. The following are the seven (7) properties:

1. 2201 Campbell Street, Parcel # 57-00425.000
2. 823 Third Street, Parcel # 57-04622.000
3. 1906 Third Street, Parcel # 57-00052.000
4. 1102 Columbus Street (Garage only), Parcel # 57-02975.000 (Alternate)
5. 1233 C Street, Parcel # 57-01061.000 (Alternate)
6. 1408 Lindsley Street, Parcel # 57-00141.000
7. 634 Washington Street, Parcel # 56-00553.000

The City has been aggressively addressing code and blight issues within the City. The demolition of these properties are necessary to address the blighting conditions of Sandusky's neighborhoods and to eliminate unsafe conditions.

**Budgetary Information:** The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost will be paid with FY16 Community Development Block Grant Funds and Insurance Fire Funds. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

**Action Requested:** It is requested that the proposed CDBG FY16 - Residential Demolition Project #2 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 bid the project, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

---

Eric Wobser, City Manager

---

Angela Byington, AICP, Planning Dir.

Exhibits (7): Site Maps



[Print](#) | [Back](#)

### Erie County GIS



Notes

2201 Campbell Street



[Print](#) | [Back](#)

Erie County GIS



Notes

823 Third Street



Erie County GIS



1906 Third Street



[Print](#) | [Back](#)

## Erie County GIS



## Notes

1102 Columbus Avenue (Garage only)



[Print](#) | [Back](#)

### Erie County GIS



Notes

1233 C Street



[Print](#) | [Back](#)

### Erie County GIS



Notes

634 Washington Street



[Print](#) | [Back](#)

## Erie County GIS



Notes

1408 Lindsley Street

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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY16 RESIDENTIAL DEMOLITION PROJECT #2; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the proposed CDBG FY16 Residential Demolition Project #2 involves asbestos abatement and demolition of seven (7) residential structures, which are vacant and blighted, of which six (6) were condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 823 Third Street, 1906 Third Street, 1102 Columbus Street (garage only), 1233 C Street, 1408 Lindsley Street, and 634 Washington Street and the other property is located at 2201 Campbell Street and is owned by the City as part of the Land Reutilization Program; and

**WHEREAS**, the total estimated cost for this project including advertising and miscellaneous expenses is anticipated to be over \$10,000.00 and these costs will be paid with FY16 Community Development Block Grant (CDBG) funds and Insurance Fire Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. This City Commission approves of the proposed CDBG FY16 Residential Demolition Project #2.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY16 Residential Demolition Project #2 at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed CDBG FY16 Residential Demolition Project #2 as required by law.

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

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open

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

Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: January 23, 2017



## OHIO DEPARTMENT OF COMMERCE-DIVISION OF LIQUOR CONTROL

6606 Tussing Road, P.O. Box 4005,  
Reynoldsburg, Ohio 43068-9005 Ph (614) 644-2360

## INSTITUTION NOTICE FOR LIQUOR PERMIT

Name of Institution To:	Type of Application <b>Re: NEW AIC</b>
<b>CITY OF SANDUSKY</b>	Application Number <b>0379495</b>
<b>BATTERY PARK</b>	Applicant Name <b>BAIT HOUSE BREWERY LLC</b>
<b>701 E. WATER ST</b>	DBA:
<b>SANDUSKY, OHIO</b>	Address: <b>223 MEIGS ST</b>
<b>44870</b>	Address: <b>SANDUSKY, OHIO 44870</b>

Dear Institution Representative:

Approximate Distance 175' Feet

A liquor permit has been applied for at the above captioned location. The Division of Liquor Control is required to notify any church, school, library, public playground, or township park that is located within 500 feet of a proposed permit premises. Your institution, as well as the local legislative authority, is being given the opportunity to object to the issuance of this permit. This is your opportunity to object to the above referenced permit application.

Please complete and return this form no later than 30 days from the date of this notice. Include the name, title, address and telephone number of the representative of the institution who is to attend the hearing. If an objection is filed and a hearing is scheduled, your representative should appear and testify in support of the objection. Otherwise the objection will be overruled. Objections based solely upon philosophical opposition to alcohol consumption are not sufficient grounds for sustaining an objection. You may wish to retain legal counsel to represent your interests, as the hearing is a legal proceeding.

**PLEASE CHECK THE APPLICABLE BOX AND RETURN THIS FORM WITHIN 30 DAYS**

- ☒ We do not object to this Permit. *5.11.16*
- ☐ We request the Division of Liquor Control document our objection to the issuance of this permit but we do not request a hearing. In choosing this option I understand that it is only an objection for the record and will not adversely impact the issuance of this permit.
- ☐ We object and request a hearing on the advisability of issuing of this permit. Please hold the hearing in Columbus.
- ☐ We object and request a hearing on the advisability of issuing of this permit. Please hold the hearing in the county seat of the premises.

(Signature of Authority in Control of Institution) <i>for the City of Sandusky by Eric Whelan</i>	(Telephone Number) <i>419.627.5844</i>	(Date) <i>5.11.16</i>
(Name, Title of Person to Attend Hearing) <i>City Manager</i>	(Address)	

## CERTIFICATE OF SERVICE

The above notice was served to 222 MEIGS ST SANDUSKY, OHIO 44870  
(Name) (Address)

419-627-5844, the authority in control of subject institution on \_\_\_\_\_ by \_\_\_\_\_  
(Telephone) (Date)

☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED or ☒ PERSONAL SERVICE or ☐ STOREFRONT

(Signature and Title of Recipient) <i>[Signature]</i>	(Time)	(Compliance Officer, Unit #, Date) <b>RODNEY W. ISAACSON UNIT # 136</b>
(Print Name and Title of Recipient) <i>Theresa Spangis - Cont.</i>		<b>CERTIFIED MAIL #</b>

## Kelly Kresser

---

**From:** Casey Sparks  
**Sent:** Friday, January 13, 2017 10:26 AM  
**To:** Kelly Kresser  
**Subject:** RE: New Liquor Permit

Kelly,  
We have no issue with this request, the property is zoned as DBD Downtown Business which permit this use. Please let me know if you have any additional questions or concerns.

Best Regards,

Casey Sparks  
Assistant Planner  
City of Sandusky  
222 Meigs Street  
Sandusky, Ohio 44870  
419-627-5715

---

**From:** Kelly Kresser  
**Sent:** Thursday, January 12, 2017 5:11 PM  
**To:** John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>  
**Cc:** Eric Wobser <EWobser@ci.sandusky.oh.us>; Maria Muratori <mmuratori@ci.sandusky.oh.us>  
**Subject:** New Liquor Permit

Attached is a notice regarding an new A1C Liquor Permit (Manufacturer of Beer – producing up to 31 million gallons per year wherever produced, for sale on premises at retail for on premises consumption, and sell beer products to retail and wholesale permit holders) for Bait House Brewery LLC, 223 Meigs Street.

This notification was sent to us because of its vicinity to Battery Park which is owned by the City of Sandusky.

Please provide any comments you may have regarding this proposed new permit.

## Kelly Kresser

---

**From:** John Orzech  
**Sent:** Friday, January 13, 2017 8:11 AM  
**To:** Kelly Kresser  
**Subject:** RE: New Liquor Permit

No issues from police.

JOHN ORZECH | *Chief of Police*  
**SANDUSKY POLICE DEPT.**  
222 MEIGS STREET | SANDUSKY, OH 44870  
DESK (419) 627-5869 | FAX (419) 627-5862



---

**From:** Kelly Kresser  
**Sent:** Thursday, January 12, 2017 5:11 PM  
**To:** John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>  
**Cc:** Eric Wobser <EWobser@ci.sandusky.oh.us>; Maria Muratori <mmuratori@ci.sandusky.oh.us>  
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This notification was sent to us because of its vicinity to Battery Park which is owned by the City of Sandusky.

Please provide any comments you may have regarding this proposed new permit.

## Kelly Kresser

---

**From:** Stephen Rucker  
**Sent:** Friday, January 13, 2017 7:54 AM  
**To:** Kelly Kresser; John Orzech; Casey Sparks  
**Cc:** Eric Wobser; Maria Muratori  
**Subject:** RE: New Liquor Permit

No issues from my office, thanks



Steve Rucker | *Fire Marshal*  
**SANDUSKY FIRE DEPARTMENT**  
600 W. Market Street | Sandusky, OH 44870  
T: 419.627.5823 | F: 419.627.5820  
[srucker@ci.sandusky.oh.us](mailto:srucker@ci.sandusky.oh.us)  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)



---

**From:** Kelly Kresser  
**Sent:** Thursday, January 12, 2017 5:11 PM  
**To:** John Orzech <[JOrzech@ci.sandusky.oh.us](mailto:JOrzech@ci.sandusky.oh.us)>; Stephen Rucker <[srucker@ci.sandusky.oh.us](mailto:srucker@ci.sandusky.oh.us)>; Casey Sparks <[csparks@ci.sandusky.oh.us](mailto:csparks@ci.sandusky.oh.us)>  
**Cc:** Eric Wobser <[EWobser@ci.sandusky.oh.us](mailto:EWobser@ci.sandusky.oh.us)>; Maria Muratori <[mmuratori@ci.sandusky.oh.us](mailto:mmuratori@ci.sandusky.oh.us)>  
**Subject:** New Liquor Permit

Attached is a notice regarding an new A1C Liquor Permit (Manufacturer of Beer – producing up to 31 million gallons per year wherever produced, for sale on premises at retail for on premises consumption, and sell beer products to retail and wholesale permit holders) for Bait House Brewery LLC, 223 Meigs Street.

This notification was sent to us because of its vicinity to Battery Park which is owned by the City of Sandusky.

Please provide any comments you may have regarding this proposed new permit.



## Department of Community Development

---

Matthew D. Lasko  
mlasko@ci.sandusky.oh.us

222 Meigs St.  
Sandusky, OH 44870  
Phone: 419.627.5707  
Fax: 419.627.5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager

**From:** Matthew D. Lasko, Chief Development Officer

**Date:** January 11, 2017

**Subject:** Commission Agenda Item – Abandoned Gas Station Cleanup Grant Program.

**Items for Consideration:** A resolution approving the filing of an application for financial assistance from the 2017 Abandoned Gas Station Cleanup Grant program with the Ohio Development Services Agency (ODSA) and, if awarded, allowance for the City Manager to execute the grant and all agreements and to authorize program expenditures.

**Background Information:** ODSA, in partnership with Ohio EPA and the Department of Commerce, Bureau of Underground Storage Tank Regulations (BUSTR), has a resource to help clean up abandoned gas and service stations throughout Ohio. The Abandoned Gas Station Cleanup Grant will provide funding to assess and clean up BUSTR Class C abandoned sites (underground storage tanks with documented petroleum releases). Applicants can apply for either \$500,000 for cleanup activities through competitive rounds or a \$100,000 non-competitive Fast Track option is available.

The City originally applied for and received \$100,000 in grant proceeds in the Spring of 2016 to remove the underground storage tanks, remediate the site and demolish the former Sunoco Gas Station structure – located at 1651 Tiffin Avenue. To date, in partnership with the Mannik & Smith Group, two (2) underground storage tanks have been removed, the canopy structure has been demolished and significant portions of contaminated soil has been removed from the site.

However, during excavation activities, a third undocumented and undisclosed underground storage tank was discovered. The costs associated with excavation and disposal of this tank would exceed the current \$100,000 grant award provided by ODSA to the City. Therefore, the City desires to submit a second grant application seeking an additional \$100,000 through ODSA's Abandoned Gas Station Cleanup program.

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



**Action Requested:** It is requested that proper legislation be prepared for the filing of an application for the 2017 Abandoned Gas Station Cleanup Grant with ODSA and, if awarded, allowance for the City Manager to execute the grant and all agreements and to authorize program expenditures. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to begin preparation of the grant application in order to submit as soon as the funding cycle is opened which is anticipated to be either late January or early February of 2017.

I concur with this recommendation:

---

Eric L. Wobser  
City Manager

---

Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Justin Harris, Law Director  
Hank Solowiej, Finance Director  
Dave Degnan, Fire Chief

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

**A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR THE ABANDONED GAS STATION CLEANUP GRANT PROGRAM FOR THE FORMER SUNOCO GAS STATION PROPERTY LOCATED AT 1651 TIFFIN AVENUE; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Ohio Development Services Agency, in partnership with Ohio EPA and the Department of Commerce, Bureau of Underground Storage Tank Regulation (BUSTR), has a resource to help clean up abandoned gas and service stations throughout Ohio; and

**WHEREAS**, the Abandoned Gas Station Cleanup Grant provides funding to assess and clean up BUSTR Class C sites (underground storage tanks with documented petroleum release) and local government entities who own the eligible property or who have an agreement with the landowner may apply; and

**WHEREAS**, this City Commission authorized the filing of an application with the Ohio Development Services Agency for the Abandoned Gas Station Cleanup Grant Program for the former Sunoco Gas Station property located at 1651 Tiffin Avenue for the removal of two (2) underground storage tanks by Resolution No. 017-16R, passed on March 14, 2016, and was subsequently awarded funds in the amount of \$100,000.00; and

**WHEREAS**, the two (2) underground storage tanks have been removed, however, during excavation activities, a third undocumented and undisclosed underground storage tank was discovered and the costs associated with excavation and disposal of this tank would exceed the current \$100,000.00 grant award; and

**WHEREAS**, the City desires to apply for additional funds for the removal of a third underground storage tank at the former Sunoco Gas Station property, located at 1651 Tiffin Avenue and; 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 file the application with the Ohio Development Services Agency as soon as the funding cycle is opened which is anticipated to be either late January or early February 2017; 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager hereby is authorized and directed to file an application with the Ohio Development Services Agency for the Abandoned Gas Station Cleanup Grant Program for the removal of a third underground storage tank at the former Sunoco Gas Station Property, located At 1651 Tiffin Avenue, on behalf of the citizens of the City of Sandusky, Ohio, and to execute any grant agreements and lawfully expend funds should they be awarded.

Section 2. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be

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

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

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

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

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

Passed: January 23, 2017



## Department of Community Development

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Matthew D. Lasko  
mlasko@ci.sandusky.oh.us

222 Meigs St.  
Sandusky, OH 44870  
Phone: 419.627.5707  
Fax: 419.627.5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager

**From:** Matthew D. Lasko, Chief Development Officer

**Date:** January 11, 2017

**Subject:** Commission Agenda Item – Option to Purchase Agreement between the City of Sandusky and NRP Properties, LLC

**Item for Consideration:** Legislation approving an Option to Purchase Agreement (the “Agreement”) between the City of Sandusky (the “City”) and NRP Properties, LLC (“NRP”) for their proposed multi-family housing development.

**Background Information:** NRP is a multi-family developer and manager, national in scope, which was founded in 1995. Since its inception, NRP has developed nearly 30,000 units of housing across twelve (12) states including affordable, market-rate and student housing types. The company annually is developing approximately \$300 million worth of real estate resulting in 12-16 new projects (2,500-3,500 units). NRP has also been the National Association of Home Builders’ Multi-Family Developer of the year three (3) times.

NRP is interested in developing forty-nine (49) units of affordable senior housing on the former Hoppers Mobile Home Park and Sunoco properties (now owned by the City) in a project being called the Senior Homes of Venice. The project is estimated to cost just above \$9 million and will mainly be financed by low-income housing tax credits (LIHTCs) provided by the Ohio Housing Finance Agency (OHFA).

The City proposes to enter into a six (6) month Agreement that is conditioned both an award of LIHTCs to the project and rezoning of both parcels to permit multi-family development. The Agreement calls for \$10,000 in refundable earnest money to be deposited into an escrow account upon execution of the Agreement which will become immediately non-refundable if LIHTCs are awarded to the project in June of 2017. If the project is awarded LIHTCs, the City and NRP have an extended option period until December 31, 2017 to negotiate a Purchase Agreement.

As for the proposed purchase price of \$262,600 – the City had both parcels appraised by R.A. Reynolds Appraisal Service, Inc. of Sandusky on November 17, 2016 which

determined a combined valuation of both parcels of \$365,000 (\$128,000 for the former Sunoco site and \$237,000 for the former Hoppers Mobil Home Park site).

To aid in the competitiveness of the project when applying for tax credits, OHFA prefers projects that can display evidence of local financial contribution or assistance. One of the means of evidencing local financial contribution or assistance is for the local municipality to sell all or a portion of the site for no more than 20% of fair market value. In order to maximize sales proceeds for the City, it is proposed to sell the former Hoppers Mobile Home Park site for full fair market value of \$237,000 and discount the former Sunoco site by 80% - to display local financial contribution which results in a sales price for the former Sunoco site of \$25,600. The discounted sales price of the former Sunoco site (\$25,600) and the full sales price of the former Hoppers Mobile Home Park (\$237,000) combines for the proposed site sales price of \$262,600.

**Budgetary Information:** The City will sell both parcels of property for a combined \$262,600. The net proceeds of which will be deposited into the City's Real Estate Development Fund.

**Action Requested:** It is requested that proper legislation be prepared to permit the City Manager enter into an Option to Purchase Agreement with NRP. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for NRP to evidence site control in their application for tax credits to OHFA due in February of 2017.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

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

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

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 2513 VENICE ROAD, IDENTIFIED AS PARCEL NO. 58-01990.000, AND 1651 TIFFIN AVENUE, IDENTIFIED AS PARCEL NO. 58-02419.000 ARE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF AN 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**, the City is currently the owner of certain real property located at 2513 Venice Road, identified as Parcel No. 58-01990.000, and 1651 Tiffin Avenue, identified as Parcel No. 58-02419.000, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Agreement"), which Property is no longer needed for any municipal purpose; and

**WHEREAS**, NRP Properties, LLC, is a multi-family developer and manager and is interested in developing forty-nine (49) units of affordable senior housing on the former Hoppers Mobile Home Park and Sunoco Gas Station properties for a Senior Homes of Venice Project and the project is estimated to cost just above \$9 million and will mainly be financed by Low-Income Housing Tax Credits (LIHTCs) provided by the Ohio Housing Finance Agency (OHFA); and

**WHEREAS**, the City desires to enter into an Option to Purchase Agreement for the Property for the purchase price of \$262,600.00 conditioned upon NRP Properties, LLC, receiving tax credits and the rezoning of both parcels to permit multi-family development; and

**WHEREAS**, upon execution of the Agreement, NRP Properties LLC, is required to deposit refundable earnest money in the amount of \$10,000.00 in escrow which will become immediately non-refundable if awarded the tax credits for the project in June of 2017, and the City and NRP will have an option period until December 31, 2017, to negotiate a Purchase & Sale Agreement; and

**WHEREAS**, it is being requested in companion legislation waive certain Building and Engineering fees associated with the development of this property to aid in the competitiveness of the project upon application for tax credits; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately stabilize and preserve a documented blighted area, and execute the Agreement to evidence site control for timely inclusion in NRP's application for LIHTCs to the Ohio Housing Finance Agency which is due in February of 2017; 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 located at 2513 Venice Road, identified as Parcel No. 58-01990.000, and 1651 Tiffin Avenue, identified as Parcel No. 58-02419.000, are no longer needed for any municipal purpose and that the execution of the Agreement providing for the potential sale, pursuant to Section 25 of the Charter of this

City, to the Purchasers of the Property at the purchase price set forth in the Agreement, is in the economic interest of the City. The City Manager is hereby authorized and directed to execute the Agreement on behalf of the City in substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto. Upon the exercise by the Purchasers of the option to purchase the Property pursuant to that Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quitclaim deed conveying the Property to the Purchasers, which quitclaim deed shall be in a form satisfactory to the Law Director. Furthermore, the City Manager is authorized to execute the option for the leaseback. 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.

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

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

Passed: January 23, 2017



## **OPTION TO PURCHASE AGREEMENT**

**THIS OPTION TO PURCHASE AGREEMENT** (“Agreement”), is made and entered into as of the \_\_\_\_ day of January, 2017 (the “Effective Date”), by and between **NRP PROPERTIES LLC**, an Ohio limited liability company (hereinafter, “Optionee”), and the **CITY OF SANDUSKY, OHIO**, a municipal corporation organized under the laws of the State of Ohio (the “City”).

### **Recitals:**

A. The City owns the real property, which the City has determined is no longer needed for any municipal purpose, described on Exhibit A attached hereto and incorporated herein by reference (the “Property”).

B. The City has taken certain actions, including, but not limited to, developing a strategic plan to encourage an increase in senior housing and redevelopment of brownfield areas such as the subject Property.

C. Optionee and the City have agreed upon the terms under which the City will grant to Optionee an option to acquire the Property for the redevelopment of the Property consistent with the City’s strategic plan and subject to the Property being rezoned by the City to permit multi-family use as set forth below.

### **Agreements:**

In consideration of their mutual covenants and agreements herein contained, Optionee and the City hereby agree as follows:

1. **GRANT OF OPTION; TERM; CONDITIONS.** In consideration of a refundable option deposit of Ten Thousand dollars (\$10,000.00) (the “Option Deposit”), which shall be deposited with the Escrow Agent (defined below) within three (3) business days of the Effective Date, the City hereby grants to Optionee an option to purchase the Property upon the terms and conditions hereinafter set forth (the “Option”). Optionee may exercise the Option only by written notice of exercise (the “Exercise Notice”) delivered by Optionee to the City on or before midnight of July 1, 2017 (the period of time between the date hereof and the Option Expiration Date shall be hereinafter referred to as the “Option Period”). If Optionee does not provide the Exercise Notice prior to the expiration of the Option Period, this Agreement shall immediately terminate and the Option Deposit shall be returned to Optionee. If Optionee is awarded low-income housing tax credits from Ohio Housing Finance Agency (“OHFA”) this option agreement shall be extended six (6) months in which the parties agree to negotiate a mutually acceptable purchase agreement. If this Agreement is extended past July 1, 2017, the Option Deposit shall be immediately non-refundable. Under no circumstances will the Option Period extend beyond December 31, 2017.

2. IF THE OPTION IS EXERCISED. In the event that the Option is exercised on or before the Option Expiration Date, there shall exist between Optionee and the City a binding agreement for the City to sell, and Optionee to purchase, the Property, according to the terms and conditions set forth in this Section, provided however, at such time the parties shall enter into a commercially reasonable purchase agreement which will address those items not addressed in this Agreement, including typical covenants, closing deliveries and representations and warranties found in a purchase agreement for property:

(a) Purchase and Sale. The City shall sell and convey to Optionee, and Optionee shall purchase from the City, upon the terms and conditions hereinafter set forth, the Property.

(b) Purchase Price. The purchase price for the Property shall be Two Hundred Sixty-Two Thousand and Six Hundred Dollars (\$262,600.00) (the "Purchase Price"); provided that the Option Deposit (as well as any payment to extend the term of the Option Period) shall be credited towards Optionee's obligation to pay the Purchase Price hereunder.

(c) The Deed. The City shall convey to Optionee the Property by Limited Warranty Deed (the "Deed"). The Escrow Agent shall be Hartung Title. The Escrow Agent shall file the Deed for record and complete this transaction on a date mutually acceptable to the City and Optionee (the "Closing Date").

(d) Closing Costs/Prorations.

(i) The Escrow Agent shall charge:

(A) to Optionee (1) the cost of the filing the Deed for record, (2) one-half (1/2) of any escrow fee which may be charged by any escrow agent or title company, (3) one-half (1/2) of the premium for any Owner's Policy of Title Insurance, (4) the costs of any special endorsements to the Owner's Policy of Title Insurance, and (5) the cost of any survey; and

(B) to the City (1) one-half (1/2) of any escrow fee which may be charged by any escrow agent or title company, (2) any conveyance fee, transfer tax, documentary stamp tax or similar tax which becomes payable by reason of the transfer of the Property, (3) the fee for the title examination and the title commitment, and (4) one-half (1/2) of the premium for any Owner's Policy of Title Insurance (excepting the cost of any endorsements requested by Buyer).

(ii) The following shall be apportioned by the Escrow Agent with respect to the Property as of 12:01 a.m., on the Closing Date, as if Optionee were vested with title to the Property during the entire day upon which Closing occurs: (A) taxes and current installments of special assessments levied against the Property and (B) any other income or operating expenses or other items pertaining

to the Property which are customarily prorated between a purchaser and a seller in the area in which the Property is located.

(e) Broker. Optionee (i) represents to the City that it has not dealt with a broker or agent in connection with the sale or purchase of the Property and (ii) agrees to indemnify and hold harmless the City from and against any brokerage commission due in respect of the purchase of the Property by reason of Optionee having dealt with such broker or agent. The provisions of this Section 2(e) shall survive the delivery of the Deed.

(f) Liens. Optionee shall take title to the Property subject to (i) real estate taxes, if any, not yet due and payable, (ii) zoning ordinances, if any, and (iii) covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, if any ("Permitted Exceptions").

Notwithstanding anything to the contrary in the foregoing, Option shall have until a time period negotiated in the purchase agreement (the "Diligence Period"), to examine the title to the property and to report in writing any valid objections thereto ("Objections"). Any exceptions to the title which would be disclosed by examination of the records shall be deemed to have been accepted unless reported in writing on or before the termination of the Due Diligence Period. If Optionee objects to any exceptions to the title, the City shall have the option to remove such exceptions during a 60-day period following receipt of Optionee's written notice (the "Cure Period," such period to terminate earlier in the event the City provides Optionee with written notice of the City's election not to cure Optionee's Objections); provided, however, that the City shall not be required to expend any funds to remove such exceptions. If the City elects not to cure any Objections specified in Optionee's notice, or if the City is unable to effect a cure prior to the end of the Cure Period, Optionee shall have the following options: (i) to accept a conveyance of the Property subject to Permitted Exceptions (specifically including Objections which the City is unwilling or unable to cure) and without reduction of the Purchase Price; or (ii) to terminate the purchase agreement by delivering written notice thereof to the City within five (5) business days after the end of the Cure Period, and upon timely delivery of such notice of termination, this Agreement shall terminate and the Option Deposit shall be returned to Optionee, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3. OPTIONEE'S REPRESENTATIONS AND WARRANTIES. Optionee represents and warrants to the City, effective as of the date of this Agreement and as of the Closing Date, that:

(a) Optionee has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Optionee's obligations hereunder.

(b) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Optionee which, if adversely

determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

(c) Optionee represents that it will apply for an award of low-income housing tax credits with OHFA.

(d) Optionee represents and agrees to terminate option immediately if either (1) the Optionee is not successful in obtaining low-income housing tax credits after one application submittal or (2) the subject Property is not rezoned to permit multi-family use.

4. THE CITY'S REPRESENTATIONS AND WARRANTIES. The City represents and warrants to Optionee, effective as of the date of this Agreement and as of the Closing Date, that the City is a municipal corporation duly organized and validly existing under the laws of the State of Ohio, that the City is authorized and empowered to enter into this Agreement, that the same is not in violation of any agreement with or condition imposed by any other party and that this Agreement constitutes the valid and binding obligation of the City in accordance with the terms of this Agreement. Furthermore, during the Option Period the City agrees not to make alterations to the Property without the written consent of Optionee.

5. OPTIONEE'S RIGHT OF ENTRY. At all times (a) prior to the Option Expiration Date or (b) subsequent to the exercise of the Option but prior to the Closing Date, Optionee, its agents, employees, contractors and representatives, shall have the right, at reasonable times as not to interfere with the City's use of the Property, to enter upon the Property for the purposes of conducting surveys, soil tests, engineering studies, land planning, environmental testing and other testing and exploration work (the "Investigation") necessary or appropriate to formulate plans and determine the suitability of the Property for Optionee's use of the Property. Optionee shall also be provided all documentation in the City's possession regarding any due diligence performed on the subject Property prior to the execution of this Option Agreement. Optionee shall defend, indemnify and hold harmless the City from any and all claims, losses, damages and expenses arising from the Investigation and the entry onto the Property by Optionee, its agents, employees, contractors and representatives. Optionee agrees to return or restore the Property to substantially its original state within a reasonable time after the Investigation is completed, not to exceed sixty (60) days after completion of the Investigation.

6. NOTICES. Any notice or election which may be or is required to be given pursuant to the provisions of this Agreement shall be sufficiently served if sent by certified or registered mail, postage prepaid, return receipt requested, or by Federal Express or other nationally recognized overnight courier, and addressed as follows:

As to the City: The City Manager  
The City Building  
222 Meigs Street  
Sandusky, Ohio 44870

With a Copy to: Justin D. Harris  
City Law Director  
222 Meigs Street  
Sandusky, Ohio 44870

As to Optionee: Mary E. Hada  
The NRP Group, LLC  
5309 Transportation Boulevard  
Cleveland, Ohio 44125

With a Copy to: Noam Magence  
The NRP Group, LLC  
5309 Transportation Boulevard  
Cleveland, Ohio 44125

All such notices or elections shall be deemed received on the first business day after being sent by overnight courier or the third business day after being sent by certified or registered mail.

7. CITY OFFICIALS NOT INDIVIDUALLY LIABLE. No member, official or employee of the City shall be personally liable to Optionee, or any successor in interest, in the event of any default by the City, or for any amount which may become due to the City or successor on any obligation under the terms of this Agreement.

8. SECTION HEADINGS. The section headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

9. THIS AGREEMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, and shall constitute the entire agreement among the parties. This Agreement shall not be modified or amended except by a written instrument duly executed by the parties hereto.

10. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and there are no agreements, representations or warranties, oral or written, which are not set forth herein. This Agreement may not be amended or modified except by a writing signed by both parties.

12. **DISCLAIMERS.** It is understood and agreed that the City is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, latent or patent physical or environmental condition, dimensions, utilities, operating history or projections, valuation, governmental approvals, the compliance of the Property with governmental laws, the truth, accuracy or completeness of the Property documents or any other information provided by or on behalf of the City or any other person or entity to Optionee, or any other matter or thing regarding the Property. Optionee acknowledges and agrees that upon the Closing Date the City shall sell and convey to Optionee and Optionee shall accept the Property “as is, where is, with all faults.” Optionee has not relied and will not rely on, and City is not liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto. Upon the Closing Date, Optionee shall assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may exist and Optionee, on the Closing Date, shall be deemed to have waived, relinquished and released the City (and the City’s employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and court costs) of any and every kind or character, known or unknown, which Optionee might have asserted or alleged against the City (and the City’s employees and agents) at any time by reason of or arising out of any latent or patent defects or physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters regarding the Property.

IN WITNESS WHEREOF, the City and Optionee have executed this instrument on the date first above written.

**“THE CITY”**

**CITY OF SANDUSKY, OHIO**

By \_\_\_\_\_  
Eric Wobser, City Manager

**“OPTIONEE”**

**NRP PROPERTIES LLC**, an Ohio limited  
liability company

\_\_\_\_\_

**Authorized Representative**

**APPROVED TO FORM BY:** \_\_\_\_\_

Justin D. Harris (0078252)  
City of Sandusky Law Director

## **CERTIFICATE OF FINANCE DIRECTOR**

The undersigned, fiscal officer of the City, hereby certifies that the money required to meet the obligations of the City during the year 2017 under this Agreement has been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

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Hank Solowiej, Finance Director



## DESCRIPTION OF LAND

Situated in the City of Sandusky, County of Erie and State of Ohio: Being part of the Mills 175 acre tract and part of Outlots No. 5 and 6 in the Survey and Subdivision of the 479 acre tract and or the north part of the 111 acre tract north of Tiffin Avenue in the City of Sandusky as recorded in Plat Volume 1, Page 14 and 47, also being 3.7829 acres of lands of Margie L. Hoffman, Trustees, RN200003005 all references herein to the records of the Erie County Recorder's Office and being more particularly described as follows:

Beginning for reference at a 1" Iron pin found in a monument box in the centerline of Venice Road (SR 6) (60') said rod bearing S. 85 deg. 34'00" E. a distance of 574.74 feet from a monument box found at the intersection of centerlines of Olds St. and Venice Road; thence N. 85 deg. 34'00" W. with the centerline of Venice Road, a distance of 32.53 feet to a point; thence N. 4 deg. 26'00" E. a distance of 30.00 feet to the northerly line of Venice Road and a 1/2" iron rod set marking the true point of beginning for this description;

thence N. 4 deg. 32'00" W. with lands of Westgate Properties, Ltd., RN200412120, a distance of 531.55 feet to a point referenced by a 3/4" iron pipe found 0.26' north and 0.08' west;

thence S. 85 deg. 08'00" E. with the southerly line of the Norfolk Southern Railroad (100') a distance of 300.36 feet to a 1/2" iron rod set;

thence S. 4 deg. 32'00" E. with lands of Dean H. Pixley, O.R. 188, Pg. 174-175 and Kenneth H. & Sylvia R. Ruthsatz, D.V 560, Pg. 772, a distance of 267.40 feet to a point referenced by a 2" iron pipe found 0.27' south and 0.02' east;

thence S. 51 deg. 36'00" E. with said lands of Ruthsatz a distance of 230.09 feet to a 1/2" iron rod set;

thence S. 38 deg. 24'00" W. with the northerly line of Tiffin Ave. (66') a distance of 16.06 feet to a drill hole set in concrete;

thence S. 87 deg. 42'00" W. with lands of Buckeye Investment N.W.O. LLC, RN200010150 a distance of 212.14 feet to a point referenced by a 3/4" iron pipe found 0.19' south and 0.25' west;

thence S. 27 deg. 41'00" W. with said lands of Buckeye Investment, a distance of 38.00 feet to a point referenced by a PK nail found 0.14' south and 0.28' west;

thence S. 4 deg. 26'00" W. with said lands of Buckeye Investment, a distance of 57.00 feet to a drill hole set in concrete;

thence N. 85 deg. 34'00" W. with the northerly line of Venice Road, a distance of 215.36 feet (previously recorded as 215.40 feet) to the point of beginning containing 3.7829 acres more or less.

This description was prepared by John Hancock, P.S. Ohio R.L.S. 6918 from an actual field survey conducted in September, 2004. Bearings are based upon a bearing of N. 85 deg. 34'00" W. for the centerline of Venice Road.

Property Address: 2513 Venice Rd., Sandusky, OH 44870

Tax ID No.: 58-01990.000

## Exhibit A

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

Being known as that part of the west-central part of Mills 175 Acre Tract and that part of Out Lot Number Five (5) in the Survey and Subdivision of the 479 Acre Tract (so-called) and/or the north part of the 111 Acre Tract (so-called) North of Tiffin Avenue in the City of Sandusky, Erie County, Ohio, as recorded in Volume 1 of Plat, page 14 and 47 Erie County, Ohio Records, bounded and described as follows: Beginning at an iron pipe monument set at the point of intersection of the northerly line of Venice Road with the northwesterly line of Tiffin Avenue in said city; thence North  $85^{\circ} 34'$  West, in the northerly line of said Venice Road, a distance of 147.00 feet to an iron pipe monument; thence North  $4^{\circ} 26'$  East a distance of 57.00 feet to an iron pipe monument; thence North  $27^{\circ} 41'$  East a distance of 38.00 feet to an iron pipe monument; thence North  $87^{\circ} 42'$  East a distance of 212.14 feet to an iron pipe monument set in the northwesterly line of said Tiffin Avenue at a point South  $38^{\circ} 24'$  West a distance of 16.00 feet, measured in the northwesterly line of Tiffin Avenue, from an iron pipe monument found at the point of intersection of the northwesterly line of said Tiffin Avenue with the southwesterly line of a tract of land conveyed to Wm. H. Wobser by Anna Louis Ruthsatz by deed dated May 14, 1917 and recorded in Volume 105 of Deeds at page 16, Erie County, Ohio Records; thence South  $38^{\circ} 24'$  West, in the northwesterly line of said Tiffin Avenue, a distance of 140.82 feet to the place of beginning; containing 0.4248 acres, of which approximately 0.263 acres are in said Mills 175 Acre Tract.

In the above description, the courses are referred to a meridian assumed for the purpose of indicating angles only and the northerly line of Venice Road is taken to be 30.00 feet northerly, measured at right angles thereto, from the middle line thereof and the northwesterly line of Tiffin Avenue is taken to be 33.00 feet northwesterly, measured at right angles thereto, from the middle line of the same.

This property is further described as being located at the northwesterly corner of the intersection of Tiffin Avenue and Venice Road in the City of Sandusky, Erie County, Ohio.

Excepting from the above described premises the following described parcel of land conveyed to the City of Sandusky, Ohio by The Penn Mutual Life Insurance Company by quit-claim deed of January 1951;

Being a parcel of land in the west-central part of the Mills 175 Acre Tract and that part of Out Lot Number Five (5) in the Survey and Subdivision of the 479 Acre Tract (so-called) and/or the North part of the 111 Acre Tract (so-called) North of Tiffin Avenue in the City of Sandusky, Erie County, Ohio, as recorded in Volume 1 of Plats, pages 14 and 47, Erie County, Ohio Records and being more fully described as follows:

Beginning at an iron pipe monument set at the point of intersection of the northerly line of Venice Road with the northwesterly line of Tiffin Avenue in said City; thence North  $85^{\circ} 34'$  West in the northerly line of said Venice Road, a distance of 35.59 feet to a point; thence in a northeasterly direction, and running with a curve to the left, "the radius of said curve being 71.42 feet," a distance of 52.9 feet to a point in the said northwesterly line of Tiffin Avenue; thence south  $38^{\circ} 24'$  West, in northwesterly line of Tiffin Avenue, a distance of 22.57 feet to the place of beginning, and containing in all 165 square feet more or less.



## Department of Community Development

Matthew D. Lasko  
mlasko@ci.sandusky.oh.us

222 Meigs St.  
Sandusky, OH 44870  
Phone: 419.627.5707  
Fax: 419.627.5933  
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**To:** Eric L. Wobser, City Manager

**From:** Matthew D. Lasko, Chief Development Officer

**Date:** January 11, 2017

**Subject:** Commission Agenda Item – Waiver of Fees for NRP Properties, LLC

**Item for Consideration:** Legislation approving the waiver of permitting, processing and impact fees up to \$25,000 for NRP Properties, LLC (“NRP”) for their proposed multi-family housing development.

**Background Information:** NRP is a multi-family developer and manager, national in scope, which was founded in 1995. Since its inception, NRP has developed nearly 30,000 units of housing across twelve (12) states including affordable, market-rate and student housing types. The company annually is developing approximately \$300 million worth of real estate resulting in 12-16 new projects (2,500-3,500 units). NRP has also been the National Association of Home Builders’ Multi-Family Developer of the year three (3) times.

NRP is interested in developing forty-nine (49) units of affordable senior housing on the former Hoppers Mobile Home Park and Sunoco properties (now owned by the City) in a project being called the Senior Homes of Venice. The project is estimated to cost just above \$9 million and will mainly be financed by low-income housing tax credits provided by the Ohio Housing Finance Agency (OHFA).

To aid in the competitiveness of the project when applying for tax credits, OHFA prefers projects that can display evidence of local financial contribution or assistance. One of the means of evidencing local financial contribution or assistance is for the local municipality to either waive all or at least \$25,000 of permit, processing or impact fees.

**Budgetary Information:** The City will be forgoing up to \$25,000 in permitting, processing and impact fees across the Building and Engineering Departments. All permitting, processing and impact fees in excess of \$25,000 due from NRP will be paid to the City.

**Action Requested:** It is requested that proper legislation be prepared to permit the City Manager to waive up to \$25,000 in permitting fees for the proposed multi-family project being considered by NRP. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to ensure inclusion of the fee waiver commitment from the City in NRP's application for tax credits to OHFA due in February of 2017.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Hank Solowiej, Finance Director  
Justin Harris, Law Director  
Aaron Klein, Public Works Director

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO WAIVE CERTAIN BUILDING AND ENGINEERING FEES ASSOCIATED WITH THE DEVELOPMENT OF THE PROPERTY LOCATED AT 2513 VENICE ROAD, IDENTIFIED AS PARCEL NO. 58-01990.000, AND 1651 TIFFIN AVENUE, IDENTIFIED AS PARCEL NO. 58-02419.000; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, NRP Properties, LLC, (NRP) is a multi-family developer and manager and is interested in developing forty-nine (49) units of affordable senior housing on the former Hoppers Mobile Home Park and Sunoco Gas Station properties for a Senior Homes of Venice Project and the project is estimated to cost just above \$9 million and will mainly be financed by Low-Income Housing Tax Credits (LIHTCs) provided by the Ohio Housing Finance Agency (OHFA); and

**WHEREAS**, it is being requested in companion legislation to enter into an Option to Purchase Agreement with NRP Properties, LLC, for the property located at the former Hoppers Mobile Home Park and Sunoco Gas Station for the purchase price of \$262,600.00, conditioned upon NRP Properties, LLC, receiving tax credits and the rezoning of both parcels to permit multi-family development; and

**WHEREAS**, the Ohio Housing Finance Agency prefers projects with local financial contribution or assistance and to aid in the competitiveness of the project upon application for tax credits, it is being requested to waive certain permitting, processing, and impact fees assessed from the Building and Engineering Departments associated with the development of the property located at the former Hoppers Mobile Home Park and Sunoco Gas Station up to the maximum amount of \$25,000.00; 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 ensure inclusion of the fee waiver commitment from the City in NRP's application for LIHTCs to the Ohio Housing Finance Agency which is due in February of 2017; 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager hereby is authorized and directed to waive certain permitting, processing, and impact fees assessed from the Building and Engineering Departments associated with the development of the property located at located at 2513 Venice Road, identified as Parcel No. 58-01990.000, and 1651 Tiffin Avenue, identified as Parcel No. 58-02419.000, in an amount **not to exceed** Twenty Five Thousand and 00/100 Dollars (\$25,000.00).

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.

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

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

Passed: January 23, 2017





## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933  
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 11, 2017

Subject: Commission Agenda Item –Green Infrastructure Evaluation, Phase II

**ITEM FOR CONSIDERATION:** Ordinance to enter into agreement for professional services with Strand Associates, Inc. (Strand) of Cincinnati, Ohio to perform a Green Infrastructure Evaluation, Phase II of the city's General Plan for the combined sewer area in the city.

**BACKGROUND INFORMATION:** As part of ongoing negotiations regarding the Combined Sewer Overflow (CSO) General Plan (Plan) with Ohio Environmental Protection Agency (EPA), the City agreed to proceed with a coarse green infrastructure evaluation of the geographic combined sewer area to determine if there is a potential cost effective approach for implementation of "green" infrastructure in lieu of costlier and less environmentally friendly "gray" infrastructure. This alternate approach may allow negotiations to proceed in a more cooperative approach between the City and Ohio EPA and narrow the gap of proposed expenditures for CSO reduction.

Strand completed the coarse-level CSO evaluation in 2016 with a goal of determining if the installation of "green" technologies could save the city money. After this was affirmed, the next step is to prioritize the projects that "give the most bang for the buck" in the first few years. The key to prioritization includes updating the existing sewer model with recently completed sewer projects to establish a base model. Then the model will be converted to a software that is more consistent with current industry standards.

Next Strand will incorporate the proposed future "green" projects and projects from the Five-Year Capital Improvement Plan (CIP), many of which were directly from the Bicentennial Plan. This will allow the CSO Plan to complement the recent planning efforts that created the Bicentennial Vision. The idea would be to create environmentally friendly options to any infrastructure project within the City while reducing the potential financial burden on the Sewer Fund.

One example: How can we incorporate "green" technologies into a park project scheduled for construction in 2019, that could provide essential capital dollars, reduce overflows, and provide quality-of-life improvements for the overall site?

A second example: Maybe there is a mechanism by which the City of Sandusky and Sandusky City Schools can work cooperatively. For example, the City could provide up-front capital for "green" parking lots at the new campus that will allow the schools to lower their future storm water utility bills while reducing overflow volume?

Based on a proposed schedule, the City is required to complete this evaluation in very short order to begin designing projects in 2017. The consultant estimates a completion date of July 31, 2017.

**BUDGETARY INFORMATION:** The amount for the professional services agreement is \$65,000.00 which will be funded entirely with Sewer Funds and it will be incorporated into the new Five-Year CIP and annual evaluation of sewer rates.

**ACTION REQUESTED:** It is recommended that an ordinance for a professional services agreement for the Green Infrastructure Evaluation, Phase II project in the amount of \$65,000.00 be approved under suspension of the rules and in accordance with Section 14 of the City Charter in order to complete the evaluation process and begin projects required by Ohio EPA within the negotiated schedule.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron M. Klein  
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH STRAND ASSOCIATES, INC., OF CINCINNATI, OHIO, TO PERFORM A GREEN INFRASTRUCTURE EVALUATION PHASE II OF THE CITY'S GENERAL PLAN FOR COMBINED SEWERS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, as part of ongoing negotiations regarding the Combined Sewer Overflow (CSO) General Plan (Plan) with Ohio Environmental Protection Agency (EPA), the City agreed to proceed with a coarse green infrastructure evaluation of the geographic combined sewer area to determine if there is a potential cost effective approach for implementation of "green" infrastructure in lieu of costlier and less environmentally friendly "gray" infrastructure and this alternate approach may allow negotiations to proceed in a more cooperative approach between the City and Ohio EPA and narrow the gap of proposed expenditures for CSO reduction; and

**WHEREAS**, the City Commission approved an agreement for Professional Services with Strand Associates, Inc., of Cincinnati, Ohio, to perform a Coarse-Level Green Infrastructure Evaluation of the City's General Plan for Combined Sewers by Ordinance No. 15-138, passed on September 28, 2015, and subsequently the evaluation was completed in 2016; and

**WHEREAS**, the professional services to be provided by Strand Associates, Inc. to advance the services completed under the Phase I project include review of the City's existing combined sewer system model, updating the model if needed, and using the model to estimate the potential benefits of the proposed green infrastructure opportunities identified during the Phase I project and then to re-prioritize the opportunities along with the proposed grey infrastructure projects to provide a recommended priority of solutions for CSO reduction; and

**WHEREAS**, Strand Associates, Inc. will be providing professional services exempt from the requirement of competitive bidding as they have developed the necessary knowledge, professional expertise and technical ability necessary to complete the required tasks and have successfully provided services for the Phase I Green Infrastructure Evaluation resulting in a knowledge and understanding of the project providing a benefit to the City; and

**WHEREAS**, the cost of the professional services is \$65,000.00 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 complete the evaluation process and subsequently proceed with projects required by Ohio EPA within the negotiated schedule; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Strand Associates, Inc., of Cincinnati, Ohio, for Professional Services to perform a Green Infrastructure Evaluation, Phase II, of the City's General Plan for Combined Sewers, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated

as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Sixty Five Thousand and 00/100 Dollars (\$65,000.00).

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

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

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

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

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

Passed: January 23, 2017

AGREEMENT  
FOR  
PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”), made as of \_\_\_\_\_, 2017, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Services designated below or successor (the “City Engineer”), and Strand Associates, Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name: Green Infrastructure Evaluation, Phase II

Director of Public Works: Aaron Klein, P.E.  
Address: Department of Public Works  
City of Sandusky  
222 Meigs Street  
Sandusky, Ohio 44870

Architect/Engineer: Strand Associates, Inc.  
Contact: Kelly M. Kuhbander, P.E.  
Address: 615 Elsinore Place, Suite 320  
Cincinnati, OH 45202

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

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

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

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

**ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER**

**1.1. Architect/Engineer’s Services**

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

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

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

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

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

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

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

### **2.1. General**

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

## **ARTICLE 3. ADDITIONAL SERVICES**

### **3.1. General**

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services

made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

#### **ARTICLE 4. RESPONSIBILITIES OF THE CITY**

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

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

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

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

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

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

#### **ARTICLE 5. COMPENSATION**

##### **5.1. Direct Personnel Expense**

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

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



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

## **5.2. Reimbursable Expenses**

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

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

## **5.3. Basis of Compensation**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$65,000.00 (sixty-five thousand dollars) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

## **5.4. Method and Terms of Payment**

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

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

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

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

## **ARTICLE 6. INSURANCE AND INDEMNIFICATION**

### **6.1. Insurance**

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

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

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall

endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

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

## **6.2. Indemnification**

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

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

## **ARTICLE 7. DISPUTE RESOLUTION PROVISIONS**

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

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

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

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

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

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

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

## **ARTICLE 8. TERMINATION AND REMEDIES**

### **8.1. Termination of Agreement**

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

Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

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

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

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

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

## **8.2. Remedies**

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

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

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1. Ownership and Use of Documents**

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

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

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

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

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

### **9.5. Extent of Agreement**

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

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

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

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

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

## **9.6. Governing Law**

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

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

## **9.7. Notices**

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (513) 861-5601. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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

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

Strand Associates, Inc.

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

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

CITY OF SANDUSKY, OHIO

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

Eric L. Wobser  
City Manager



CERTIFICATE OF FUNDS

In the matter of:                      Phase 2 of Green Infrastructure Evaluation

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances.

Dated: \_\_\_\_\_, 2017

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
Hank Solowiej, CPA  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Amount



Strand Associates, Inc.<sup>®</sup>  
615 Elsinore Place, Suite 320  
Cincinnati, OH 45202  
(P) 513-861-5600  
(F) 513-861-5601

**DRAFT**

December 9, 2016

Mr. Aaron Klein, City Engineer  
City of Sandusky  
222 Meigs Street  
Sandusky, Ohio 44870

Re: Proposal for Phase 2 of Green Infrastructure Evaluation

Dear Aaron,

On behalf of Strand Associates, Inc.<sup>®</sup> (Strand), thank you for selecting Strand to continue providing services to the City of Sandusky (City) for the Green Infrastructure Phase 2 Combined Sewer Overflow (CSO) Reduction project. We have developed this letter Proposal to describe the services that will be provided to advance the services completed under the Phase I project. The main objectives of this project are to review the City's existing combined sewer system model, update the model if needed, and use the model to estimate the potential benefits of the proposed green infrastructure opportunities identified during the Phase I project. Once the CSO reduction benefits of the green infrastructure opportunities have been estimated using the model, the opportunities will be re-prioritized along with the proposed grey infrastructure projects to provide a recommended priority of solutions for CSO reduction. This letter Proposal describes our **Scope of Services, Schedule, and Compensation**.

### **Scope of Services**

The proposed Services can be described as follows.

#### **Task 1: Review Existing Combined Sewer Model - \$23,000**

1. Review information associated with the existing combined sewer system currently included in the City's combined sewer system model, such as combined sewer connectivity, sewer diameters, and pump station curves. Compare the information to available GIS information or other information provided by the City. Field reconnaissance will be performed by City staff if needed to verify connectivity based upon outcome of the review.
2. Review information associated with catchments currently included in the City's combined sewer model, such as approximate tributary drainage areas, imperviousness, runoff coefficients, and times of concentration.
3. Review information associated with previous model calibration efforts, such as rainfall events and flow meter locations and data.
4. Prepare a brief technical memorandum to summarize findings of the review of the City's existing combined sewer system model.

Mr. Aaron Klein  
City of Sandusky  
Page 2  
December 9, 2016

5. Attend meeting with City staff to discuss the summary technical memorandum.

Task 2: Convert Model to XP-SWMM - \$7,000

1. Convert the existing SewerGEMS model into XP-SWMM to be consistent with current industry standards for combined sewer system modeling.

Task 3: Update Combined Sewer Model Based on Task 1 Findings - \$13,000

1. Provide recommendations for additional flow metering installation locations or field surveys where necessary to update connectivity of existing combined sewer system. City staff will conduct the flow metering and field survey activities.
2. Update the combined sewer system model based on findings of the review described in Task 1. This task assumes approximately 10 percent of the model nodes, catchments, and input parameters will require adjustments and updates. This task does not include recalibration of the existing model. Strand assumes that if a recalibration of the model is required, services will be provided through a separate agreement after additional flow metering and rainfall data is collected by the City.

Task 4: Prioritize CSO Reduction Projects - \$22,000

1. Utilize the combined sewer system model to estimate the CSO reductions for the top priority proposed green infrastructure solutions identified in the Phase I project. This task assumes that up to ten (10) projects will be modeled. The City and Strand will coordinate to determine which projects are considered a top priority to be modeled.
2. Overlay the City's 5-year capital improvement projects and the projects outlined in the bicentennial plan to identify projects with overlapping CSO opportunities.
3. Compare the proposed green infrastructure solutions to the proposed gray infrastructure solutions within each CSO basin. Comparison will be based on existing gray infrastructure project costs and benefits as defined in the City's General Plan. Gray infrastructure project costs, benefits, and sizing will not be updated as part of this project. Using this information, rank and prioritize the green and gray solutions to develop a recommended priority of CSO solutions for each basin based on cost per gallon of CSO reduction.
4. Prepare a technical memorandum to summarize findings of the modeled benefits of proposed green infrastructure and gray infrastructure alternatives, including a prioritization matrix based on costs and CSO reduction benefits.
5. Attend meeting with City staff to discuss the summary technical memorandum.

**Schedule**

The Services described above will begin upon execution of an Engineering Services Agreement. Services are scheduled for completion on July 31, 2017.

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Mr. Aaron Klein  
City of Sandusky  
Page 3  
December 9, 2016

### **Compensation**

Services will be provided on an hourly rate basis and in no event will the total compensation exceed \$65,000 without a written amendment.

This letter is not to be considered an agreement between Strand and the City, but rather as a general discussion of the type of tasks the City may expect for a project of this nature. Once a **Scope of Services** is agreed upon, an Engineering Services Agreement will be required. Once the Engineering Services Agreement is executed, Services on the project will begin.

Strand appreciates the opportunity to assist the City with this project. If you have any questions, please feel free to contact me at (513) 861-5600.

Sincerely,

STRAND ASSOCIATES, INC.®



Kelly M. Kuhlender, P.E.



## Department of Planning and Development

222 Meigs St.  
Sandusky, OH 44870  
Phone: 419.627.5873  
Fax: 419.627.5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric Wobser, City Manager

**From:** Casey Sparks, Assistant Planner

**Date:** January 10, 2017

**Subject:** January 23<sup>rd</sup> Commission Agenda Item –Application for an amendment to the zoning map for 2513 Venice Road (Parcel # 58-1990.00) and 1651 Tiffin Ave (Parcel # 58-02419.000)

**Item for Consideration:** Application to rezone 2513 Venice Road and 1651 Tiffin Ave. The property located at 2513 Venice Road is currently zoned as “LM” / Limited Manufacturing and “GB” General Business. The property located at 1651 Tiffin Ave is currently zoned as “GB” General Business. The application for consideration is to rezone both of the properties to “RMF” Residential Multi- Family.

**Purpose:** Chapter 1113 of the City of Sandusky Planning & Zoning Code states that the Zoning Map may be amended periodically in order to keep 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.**

**Background Information:** Within the past year the Development Department has received inquiries from developers for potential locations for multi-family development sites within city. The needs of these kinds of developments include: location on main corridor(s), close proximity to local retailers, recreational amenities and transit access. Staff believes that this location would be an appropriate location for multi- family development as it meets the criteria/amenities necessary.

Understanding the information provided from the Development Department regarding the interest in multi-family development within the city, specifically within this area, and the disinterest of retailers at this time, Staff supported the zoning amendment. Staff believes that a multi-family development will benefit the general public as it will provide an additional housing option on the west side of the city as well as aesthetically improving a blighted intersection within the City. The city and a residential development will be well served by the surrounding properties that include retail, recreational amenities, and a proposed bus stop and the rezoning will be in the public interest.

**Correlation to the Comprehensive Plan:** The Bicentennial Vision/ Comprehensive Plan outlines the city- wide development for the next ten years. Following the approval of this plan, it is the responsibility of Planning Staff to review the areas of the city that will need to be rezoned to carry out the vision of this plan. The Comprehensive Plan references this location as a potential focus area. Although within this specific area, the Comprehensive Plan recommends industrial redevelopment. Per the City’s Development

Department, they do not believe the properties to be logistically suited for industrial use and that there has not been interest from retail/commercial developers.

The proposed zoning amendment does address a few priorities in the Bicentennial Vision as well.

**Vibrant City:**

- **Reclaim and repurpose blighted land/sites for industrial redevelopment/commercial redevelopment.** Although the proposed zoning is not industrial or commercial in nature, it does help to reclaim blighted land and it increases the likelihood of redevelopment.

**Livable City:**

- **Support the development and rehabilitation of a variety of housing types that meet the needs of current and future residents including: rehabilitated homes, townhomes, new in-fill single family housing, upper floor condos and lofts, affordable housing, senior housing, permanent supportive housing, assisted living and short-term transient rental.** The zoning amendment will support many of these housing options

**Budgetary Impact:**

There is no impact to the general fund.

**Action Requested:** It is requested that City Commission approve the proposed amendments to the zoning map regarding 2513 Venice Road (Parcel # 58-1990.00), 1651 Tiffin Ave (Parcel #58-02419.000).

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington, AICP  
Department of Community Development

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

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF DEVELOPMENT  
DIVISION OF PLANNING

# PLANNING COMMISSION REPORT

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APPLICATION FOR  
MAP AMENDMENTS TO  
2513 VENICE ROAD (PARCEL# 58-1990.000)  
1651 TIFFIN AVE (PARCEL # 58-02419.000)

Reference Number: PC-25-16

Date of Report: November 22<sup>nd</sup>, 2016

Report Author: Casey Sparks, Assistant Planner



# City of Sandusky, Ohio

## Planning Commission Report

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### BACKGROUND INFORMATION

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The City of Sandusky has submitted an application for an amendment to the Zone Map. The property located at 2513 Venice Road is currently zoned as “LM” Limited Manufacturing and “GB” General Business. The property located at 1651 Tiffin Ave. is currently zoned as “GB” General Business. The City is proposing to rezone the properties to “RMF” Residential Multi- Family. The following information is relevant to this application:

Applicant: City of Sandusky  
225 Meigs Street  
Sandusky, Ohio 44870

Site Location: 2513 Venice Road & 1651 Tiffin Ave.

Zoning: “LM”/ Local Manufacturing District & “GB” General Business District

Existing Uses: Vacant Land

Past Uses: Mobile Home Park and Gas Station

Proposed Zoning: “RMF” Residential Multi- Family

Applicable Plans & Regulations: City of Sandusky Comprehensive Plan  
Sandusky Zoning Code Chapter  
Chapter 1113 Amendments to the Zone Map & Zoning Code  
Chapter 1133 Business Districts  
Chapter 1139 Manufacturing Districts  
Chapter 1129 Residential Districts

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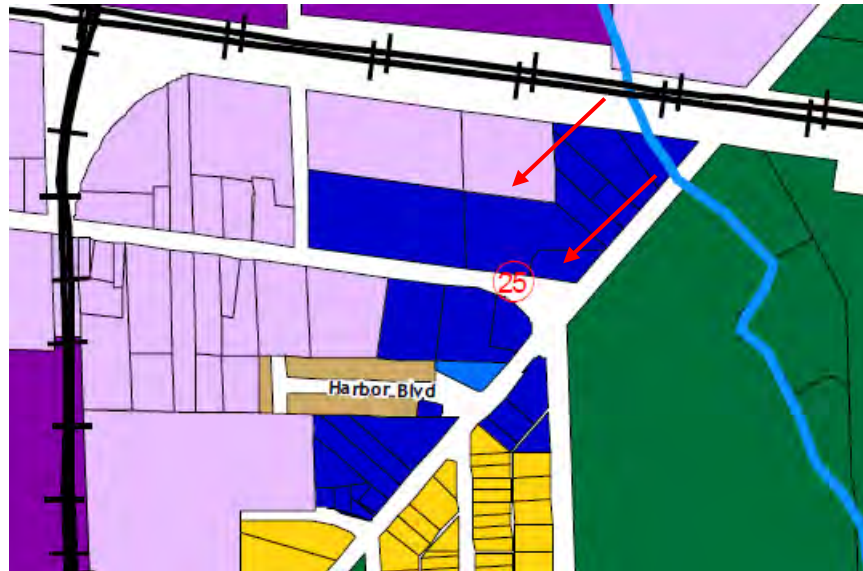
### SITE DESCRIPTION

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The subject properties are located at the northwest corner of Venice Road and State Route 6. The property has been an eyesore for numerous years and a point of contention for residents. As of recent, the City has completed environmental due diligence, allowing the City to take ownership of the properties as well as qualifying the City for a grant from the Ohio Development Services Agency to demolish the former gas station structure(s) and to remove the remaining underground storage tanks. This will leave the properties clear and ready for redevelopment.



**Zone Map – Parcels outlined in red**



PF PUBLIC FACILITY	R1-40 SINGLE-FAMILY RESIDENTIAL	LB LOCAL BUSINESS	DBD DOWNTOWN BUSINESS
RS RESIDENTIAL SUBURBAN	R2F TWO-FAMILY RESIDENTIAL	RB ROADSIDE BUSINESS	CS COMMERCIAL SERVICE
R1-75 SINGLE-FAMILY RESIDENTIAL	RMF MULTI-FAMILY RESIDENTIAL	GB GENERAL BUSINESS	LM LIMITED MANUFACTURING
R1-60 SINGLE-FAMILY RESIDENTIAL	RRB RESIDENTIAL / BUSINESS	CA COMMERCIAL AMUSEMENT	GM GENERAL MANUFACTURING
R1-50 SINGLE-FAMILY RESIDENTIAL	P AUTO PARKING	CR COMMERCIAL RECREATION	PLD PLANNED UNIT DEVELOPMENT
AC AGRICULTURAL			50 REQUIRED SETBACK IN FEET

## DIVISION OF PLANNING COMMENTS

Within the past year the Development Department has received inquiries from developers for potential locations for multi-family development sites within city. The needs of these kinds of developments include: location on main corridor(s), close proximity to local retailers, recreational amenities and transit access. Staff believes that this location would be an appropriate location for multi-family development as it meets the criteria/amenities necessary.

In December the City adopted the Bicentennial Vision/ Comprehensive Plan, which outlines a city-wide development plan for the next ten years. Following the approval of this plan, it is the responsibility of Planning Staff to review the areas of the city that will need to be rezoned to carry out the vision of this plan. The Comprehensive Plan references this location as a potential focus area. Although within this specific area, the Comprehensive Plan recommends industrial redevelopment. Per the City's Development Department, they do not believe the properties to be logistically suited for industrial use and that there has not been interest from retail/commercial developers.

The proposed zoning amendment does address a few priorities in the Bicentennial Vision as well.

### Vibrant City:

- **Reclaim and repurpose blighted land/sites for industrial redevelopment/commercial redevelopment.** Although the proposed zoning is not industrial or commercial in nature, it does help to reclaim blighted land and it increases the likelihood of redevelopment.

**Livable City:**

- **Support the development and rehabilitation of a variety of housing types that meet the needs of current and future residents including: rehabilitated homes, townhomes, new in-fill single family housing, upper floor condos and lofts, affordable housing, senior housing, permanent supportive housing, assisted living and short-term transient rental.** The zoning amendment will support many of these housing options.

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.**

Understanding the information provided from the Development Department regarding the interest in multi-family development within the city, specifically within this area, and the disinterest of retailers at this time, Staff would support the zoning amendment. Staff believes that a multi-family development will benefit the general public as it will provide an additional housing option on the west side of the city as well as aesthetically improving a blighted intersection within the City.

Lastly, whatever development may locate on this site will require Site Plan Off-Street Parking approval by Planning Commission.

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**ENGINEERING STAFF COMMENTS**

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The City Engineer has reviewed the proposed zoning amendment and has no objections.

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**BUILDING STAFF COMMENTS**

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The City Building Official has reviewed the proposed zone map amendment and has no objections.

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**POLICE DEPARTMENT COMMENTS**

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The City Police Chief has reviewed the proposed zone map amendment and has no objections.

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**FIRE DEPARTMENT COMMENTS**

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The City Fire Chief has reviewed the proposed zone map amendment and has no objections

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## **CONCLUSION/RECOMMENDATION**

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In conclusion, Planning Staff recommends approval of the proposed amendment to the Zone Map for the subject properties. The Comprehensive Plan calls out this area as a focus area and the Bicentennial Vision supports reclamation of blighted properties and investment in housing choice. Lastly, the city and a residential development will be well served by the surrounding properties that include retail, recreational amenities, and a proposed bus stop and the rezoning will be in the public interest.

Planning Commission  
November 30, 2016  
Minutes

Chairman Mears called the meeting to order at 4:35 PM. The following members were present: Mr. Pete McGory, Chairman John Mears, Mr. Mike Zuilhof and Commissioner Wes Poole. Ms. Casey Sparks and Ms. Angela Byington represented the Planning Department, Mr. Trevor Hayberger represented the Law Department and Debi Eversole, Clerk from Community Development. Mr. Jeff Keefe was also in attendance. Mr. Ned Bromm, Mr. Jim Jackson and Mr. David Miller were excused.

There were four voting members present.

Mr. Poole moved to approve the minutes from the September 28, 2016 meeting as presented. Mr. Zuilhof seconded the motion. With no discussion, the motion carried unanimously.

Mr. Zuilhof moved to change the order of the agenda items #2 and #3. Mr. Poole seconded the motion. With no discussion, the motion carried unanimously.

Ms. Byington briefed the Commission and audience members that the City of Sandusky had applied to rezone **2513 Venice Rd** and **1651 Tiffin Ave** to Residential Multi Family. The properties were recently used as the Hoppers Mobile Home Community and the Sunoco Gas Station. They are currently zone Limited Manufacturing and General Business. The City has done environmental due diligence on the property, taken ownership and received a grant to demolish the former gas station structure and remove the underground storage tanks. This will leave the property ready for redevelopment. The City has been contacted by several multifamily developers over the past year expressing their development interests within the city limits. The City has interest from a developer for the subject property at this time. The property has the following attributes:

1. Location on two main corridors
2. Close proximity to retail and recreational amenities, as well as a proposed transit stop
3. This is a focus area within the City's Comprehensive Plan for substantial redevelopment
4. Reclaiming blighted land
5. Supports development

Chairman Mears stated that there was a letter of opposition received from a surrounding business owner Eric Weiss. He stated that Mr. Weiss's opposition will be included in the record.

Ms. Byington clarified to the audience that this was just a request for a rezoning of the property and if this were to be approved and the City determined to sell the property to a developer, site plan approval would be necessary through Planning Commission.

Chairman Mears asked for any comments from the audience. With no audience participation, he moved to comments from the Commission. Mr. Poole stated that Mr. Weiss's letter did not give a reason for opposition? He asked if Staff had any communication with him. Ms. Sparks stated that Mr. Weiss did visit the Planning and Zoning Department to express his opposition. He stated that he would prefer to see the property be used as a business use that would service the west side residents. Ms. Sparks at that time encouraged Mr. Weiss to put his opposition in writing, which he did.

Mr. McGory stated that his only concern is that what if a developer comes in with a plan that would fit the current use. Ms. Byington stated that the City does have an interested developer at this time, but if this does not come to fruition, the City would continue to look for a Multi-Family developer. If the property would need to be rezoned back to Local Business, they would just apply again for rezoning for that use. Mr. McGory asked if the City had a preference for Multi-Family use. Ms. Byington stated that she does not believe the City is interested in only Multi-Family, but there is a developer that would complete this type of project in a timelier manner. There is not a piece of land in our area with the attributes that this land has; it is a main corridor, it is walkable to retail and commercial establishments and there is a proposed transit stop. Ms. Byington also stated that underground tanks have been removed already with grant money received through Ohio Development Services. Mr. McGory asked if the rezoning could be conditioned through what type of project actually comes through, rather than rezone. Ms. Byington stated that the rezoning is being requested because a potential developer is going to ask for tax credits.

Mr. Zuilhof stated that he understands the sense of wanting to have more business but he also stated that it would be an appealing land use to have Residential Multi Family living in that area. Mr. Zuilhof is in favor of the proposed use.

Mr. Poole stated that the City can decide who to sell the property to so ultimately, they can control what goes in there. If the small businesses on the west end expect to make any money, they need customers. He wished that Mr. Weiss was in attendance to explain his opposition. Mr. Poole stated that he feels that residential living can contribute to the businesses in that area. He added that the property was used for residential living prior so we are not taking away a thriving business property and replacing it with residential living.

Mr. Poole moved to accept Staff's recommendation to change the zoning. Mr. Zuilhof seconded the motion. With no further discussion, the motion carried unanimously.

Ms. Sparks informed the Commission members that Mike Taus has applied for an amendment to the existing Conditional Use permit for the property located at **2309 Columbus Avenue**. At the September 28<sup>th</sup> meeting Planning Commission approved a Conditional Use permit to allow an electrical contractor company to locate at the site. The approved conditional use



permit would allow for three parking spaces in the rear of the building and one on- street parking space to be utilized.

Within the past few weeks the applicant has indicated to Staff that the parking in the front of the building continues to be necessary for his business. Staff had concerns regarding the previous proposals as we believe there was a substantial amount of pavement in the front yard. On Monday the applicant submitted an updated drawing showing a driveway and one parking space and turn around within the front yard, as well as landscaping long the east and west portions of the property. The applicant has also indicated plans for two on-street parking spaces.

Ms. Sparks presented an updated drawing that Staff received on Monday and then the day of the meeting Staff received a more dimensional drawing that shows the size of the parking stall and driveway.

Staff recognizes that the applicant has made substantial changes since the original proposal and would not oppose one parking space within the front yard with the condition that the parking space met the size requirements set forth in Section 1149.09 and the driveway is ten feet in width. Planning Staff would also recommend that the parking space is only utilized for customer parking and that no commercial deliveries will occur within the front yard area. Staff would also recommend that the applicant install additional landscaping within the front parallel to Columbus Avenue, specifically within the area that is marked grass on the site plan. Staff does not support one of the proposed on-street parking space located between the proposed driveway and the adjacent drive to the north. Ms. Sparks stated that Mr. Jeff Keefe, Assistant City Engineer was in agreement that the parking space between the proposed driveway and the adjacent drive to the north is not a good location for a parking space.

Ms. Sparks offered that the applicant is here, along with his legal representation. She stated that they have been in correspondence with Staff for the site plan. She added that she had received a letter from the other adjacent neighbor, which was provided to the Planning Commission members. The letter stated that he is against any parking. Staff reached out to him to explain that the applicant had proposed one parking space and sent him the staff report. Staff also provided exhibits previously given to Planning Commission with information on what those properties are zoned as.

Chairman Mears asked if anyone wished to speak for this application. Mike Taus, 810 Birchwood Drive stated that he revisited the site after the last meeting. He claimed that it is almost impossible to have 3 parking spaces in the back. The new proposal is for 2 spots in the back and 1 in front, along with 1 on street spot. He stated that he needed the 1 spot in front for a customer or mail delivery. His plan is to use the existing offices and storage. Any commercial deliveries will be in the back.

Chairman Mears asked what kind of signage is planned. Mr. Taus stated that there is an existing lamp post that he would place a small sign on, nothing lit that would shine into the neighbor's windows.

Mr. Poole stated that in the last meeting Mr. Taus had indicated that he had additional parking in the alley. He wondered how many spaces that turns out to be. Mr. Poole stated it was about 40' long. He stated that there was additional parking besides the 2 spaces that were discussed in the back. Mr. Taus agreed.

Dale Kaufman, Remax Realty stated that Mr. Taus would like to place his Electrical Business within the City of Sandusky. Mr. Kaufman stated that he has spent a lot of time in his career to encourage businesses to come into the Sandusky City limits and help with the evolution of the City. He feels that this is a fitting use for this building. He stated that Mr. Taus has done everything he can to reduce his original proposal to meet the Zoning requirements.

Robert Fidler Jr., Power of Attorney for the property owner. He claimed that he is fully aware of the history of the property. He stated that the property has always been used as a commercial use. He stated that he feels that the City is prohibiting him from selling his father's property. Mr. Poole asked if Mr. Fidler knew what the uses were for the building. Mr. Fidler stated that Natural Resources utilized the property as "The Fishery". When they relocated, Mr. Fidler's father purchased the property and remodeled it into offices. He stated that the building is in very good shape.

Mr. Zuilhof asked what Mr. Fidler meant when he stated that there were 2 front parking spaces. Mr. Fidler stated that he meant 2 on street parking spaces. There was always parking in the back of the building. Mr. Zuilhof asked how long it had been on the market. Mr. Fidler stated that it's been on the market for almost 2 years. He added that he felt the property could not be used as a residential property. Mr. Poole asked him to clarify why he felt the property could not be residential. Mr. Fidler stated that there are no shower or baths. There are 2 bathrooms inside the property but it would be very costly to add the full baths and remove walls, etc. D.J. Swearigen, 414 Wayne St. stated that he thinks that the Staff and applicant have worked well together and he thanked the Staff for working so hard to come to the proposed agreement. As all have stated prior, this would be a very difficult project to turn this building back into a residential space. The applicant has tried to work with the neighbors and Staff to come to a mutual agreement. As such, he has scaled down his original proposal significantly. He promised to be a good neighbor.

Mr. McGory asked Staff what the adjacent neighbors are saying. Ms. Sparks stated that she has not heard anything from the neighbors to the south. The other neighbor sent an e-mail which was provided to the commission that he was against any parking or signage on the property. Ms. Sparks added that the applicant had stated that he would not have an illuminated sign so that would not be an impact to that neighbor. Ms. Sparks stated that the applicant had

provided adequate landscaping within his site plan to provide screening to the adjoining neighbors.

Mr. Zuilhof asked if there would be a site plan provided if the application is approved. Ms. Sparks stated that Staff would work with the applicant on a landscaping plan that could accent the dimension plan that was received today.

For clarification, Mr. McGory stated that the building is currently zoned as residential, which had a grandfathered use as commercial and that period had expired due to failure to continue the use for one year. In September, the Commission approved a Conditional Use allowing the Commercial use, but did not approve the front yard parking. The use is approved, they applicant just wished to amend the parking conditions. Ms. Sparks stated that yes, the applicant could have operated since September when the use was approved. The Conditional Use permit that was approved at that time stated that there could be no permitted parking in the front yard, there be 3 parking spaces in the rear and 1 on street parking space. At that time, the applicant stated that with his type of business and his needs for the business, he could not meet those conditions. He then submitted a request for amendment to allow for one parking space in the front yard, two parking spaces in the rear and one on street parking space. Mr. McGory asked if Staff had determined what the actual size of the space rear of the building is. Ms. Sparks stated that the lot is 40' in width and standard parking spaces are 9'x19', so that space would be more conducive to 2 parking spaces. Although you could fit more spaces, there will be a required 24' wide aisle.

For clarification, Mr. Zuilhof asked if the application was for one or two spaces in the front. The application is for one space in the front, with condition of a single, non-commercial vehicle to be parked there. He then asked if Staff's recommendation was approval or denial. Ms. Sparks stated that the Staff Report that was written on November 22, 2016 recommended denial based on the information received. Since that date, Staff had received a revised drawing that indicated one space. Staff's recommendation is now for approval of one space in the front with the conditions that it will not be used for commercial vehicles and deliveries. Mr. Zuilhof's opinion is that it would be inappropriate to allow parking in the front yard. He stated that he feels that Staff has more than tried to accommodate the applicant's wishes.

Mr. Poole stated that he accepts the figures that the applicant has provided. He added that we are not here to determine how many spaces will fit here or there. What the Commission is here to determine is whether a driveway in the middle of that front yard will have a negative impact on the surrounding residents. This decision was already made in the last meeting that parking in the front yard would be a detriment to the neighborhood. The number of spaces in the rear of the building is a moot point. The amendment is for the parking in the front yard. Therefore, Mr. Poole moved to deny the application. Mr. McGory seconded the motion.

Mr. Poole stated that the adjoining neighbors came to the last meeting objecting the application. Another neighbor sent an e-mail stating his opposition. The letter stated that he cannot see the need to park in a front yard of a residential neighborhood. Additionally, adding a driveway will negatively impact parking on the street. Mr. Poole added that the Conditional Use was approved because the business could fully function without negatively impacting the neighbors. The amendment in his opinion will negatively impact the neighborhood.

Linda Armstrong, 4216 Woodridge Drive, listing agent for the property. She has had this property on the market since March 2015. It is a very difficult property to sell. Ms. Armstrong wanted to make clear that she is very familiar with Mr. Taus's business as he rents space off of her currently. The intent is for customers only to come in and out of the building. She stated that as a former patient of Dr. Fidler, the walk up to the building from the street is quite a hike. The intent is for convenience for his customers. Parking is always going to be a problem in the future and if this amended application is not approved, she feels that this will turn into a blighted property.

Nikki Lloyd, 316 Water Street stated that she has driven to the property and parked in the front and in the back. The parking in the back is very difficult if you don't pull in at the exact angle. She added that if you look at the property to the south, there is a driveway going back from the street. From the first rendering, Ms. Lloyd stated that she would have voted no on the parking plan. There would simply be too much concrete. She feels that the applicant has worked very hard in trying to find the least intrusive setup. In doing this, she stated that the applicant has reduced the amount of concrete as much as he could in the final proposal. Another thing to keep in mind is that the house will not ever sell to be kept as a residential property. There would be too much work and money to put into it and it would never be worth it.

Mr. Swearigen returned to the podium to state that he had submitted several exhibits of properties up and down the same street with driveways. He stated that another fact is that the building was built as a commercial building in a residential neighborhood. It was never used as a residence. And, it's further off the road than any other properties in the vicinity. He stated that any additional landscaping that would make the parking lot look more residential, they would do it.

Mr. McGory asked about the verbal recommendation that a driveway and parking space be approved in front yard included formal landscaping requirements. Ms. Sparks stated that Staff would work with the applicant to ensure proper landscaping and screening would occur, if the application was approved. Staff would recommend additional landscaping.

Mr. Zuilhof stated that if this application was denied, the applicant could amend the application to overcome some of the concerns that the Commissioners may have. He also made the point that since so much has been changed since the Staff report was written, they are being asked

to vote on an amended version of an application for an amendment to an approved Conditional Use.

Mr. Poole stated that he agreed with Mr. Zuilhof and that if there was a rendering that didn't propose a negative impact on the neighbors, he would vote for it. This is just not the case here. He stated that Mr. Taus stated that he would have one customer at a time and Mr. Poole stated that one customer that has to walk 100' to the front door from the street as thousands of patients did in the past is not a compelling enough reason to overcome the reality that a parking lot in a front yard is a negative impact to the neighborhood. Further, if it's a driveway proposed, the purpose of a driveways is to drive to a garage that is attached to a house, or behind a house to an unattached garage. There is additional parking in the rear of the building. There is also an easement on the south side of the alley for parking. Mr. Poole stated that the Dr's office managed to have staff, and multiple patients coming in throughout the day without a problem. Mr. Taus proposed that he would have 3 trucks come in the morning, load up and he himself will be there parked in the back. Mr. Poole's opinion is that there is no reason that customers can't park in the back or on the street as Dr. Fidler's patients with foot problems did for 30 years.

Mr. Swearinger addressed the Commission to reply to Mr. Pools comments. He stated that this is the only property on Columbus Ave that does not have an access point or driveway leading to the building. He stated that parking in the street is a safety issue, as cars are going past your driver's side door at speeds of 40 MPH. So to state that this is a mere convenience issue would not be true. This is also a safety issue.

Mr. Hayberger stated that since there is motion to deny the application, the Commission would have to vote "Yes" to deny the application and "No" to not deny the application. If the motion does not carry, there would need to be another motion specific to approving the application. Mr. Mears asked if the vote would have to be unanimous since there are only 4 voting members present and Mr. Hayberger replied that a vote only needs to be the majority of present members.

Mr. Poole stated that people's fear of getting in and out of their cars on that street doesn't appear to be a problem because the business was there 25 years ago and people didn't get run over getting out of their cars. The decision should not be made on this factor alone. It should be made on the impact to the neighborhood.

Mr. Taus wanted to state that every house from Perkins Ave to Scott St have driveways without garages and some of them also park in their front yard.

Chairman Mears asked to call the roll on the motion for denial. The motion carried with a 3/1 "yes" vote to deny the application.

Ms. Sparks stated that The Erie County Health Department has submitted an application for site plan approval for an addition to the existing health department facility at **420 Superior St.** The addition will serve as a detoxification facility. The applicant did receive approval for several variances through the Board of Zoning appeals for the side and rear yard setbacks. Section 1123.04 requires all welfare institutions to have a 200' side rear yard setback. The applicant proposed a rear yard setback of 100.06' and a north side ~~yard~~ setback of 16.5'. *JKM*

The existing facility has 130 parking spaces; Chapter 1149.05(b) requires one space per five beds for any type of hospitals or rehabilitation facility. Staff understands that the detox center is proposed to have approximately twenty beds within the facility, as such the applicant has added four spaces to the existing parking area.

The applicant is proposing several landscaping islands and additional landscaping along the northern portion of the site. Chapter 1149.09 would require landscaping along adjacent parking lots as well as a street, understanding the western side of the lot has never been screened from the adjacent boat storage area, staff does not believe landscaping is necessary. Staff would recommend additional landscaping within the entrance way along Superior Street.

Staff would recommend approval of the site plan with the condition that the applicant provides a drawing indicating the dimensions of the parking stalls as well as the proposed height of the building addition and additional landscaping being installed along the entrance on Superior Street.

John Reyes, 46405 Telegraph Ave, Amherst is the architect on behalf of the Health Department and stated he does not have anything to add, but would be glad to offer answers.

Mr. Zuilhof moved to approve the application. Mr. McGory seconded the motion. Chairman Mears stated that the project has gone through as if it was going to happen long before it came before any City Boards. He feels this is poorly handled.

Mr. Poole asked if all of the neighbors were notified of this proposal. Ms. Sparks stated that all neighbors within 300' of the property were notified for the Board of Zoning Appeals meeting. There was one neighbor that called in with a question but was satisfied once it was answered.

Mr. Zuilhof stated that there have been several times where projects have started and even completed prior to receiving approval through Planning Commission. It is only when a problem arises that they would come before the Commission and by that time it is too late to do anything because the project is complete. He wondered if the Commission could be notified if there are major applications or a potential controversial application if the Commission could be notified that it is in the works.

Ms. Byington stated that when people approach the Planning Department with a proposal or completed application, they are told how long the process takes. Whether it's Planning Commission, Board of Zoning Appeals or both, they are well aware that they may have to wait until the following month's meeting. Sometimes they move forward with getting engineers and architects on board and often times press releases happen without Staff's knowledge.



Chairman Mears stated that he is not disappointed with Staff, nor is he opposed to this application. He feels it's a great addition, it just was not done in proper order.

With no further discussion, the motion carried unanimously.

Chairman Mears stated that there is one item added to the agenda. Mr. Jeff Keefe, Assistant City Engineer presented the plan for Lion's Park. This presentation is informational and did not require a vote through the Commission. The Commissioners discussed the Engineering plan with Mr. Keefe. Discussion included:

- Addition of rain gardens
- Entrances and exits
- What will happen to the old monuments
- Let the Lion's Club determine what to do with the old monuments
- Break wall improvements

Mr. Keefe's presentation concluded.

Commissioner Nikki Lloyd stated that while she appreciates the time that the Commissioners volunteer for these boards and respects the fact that the Commissioners may have more experience in dealing with the matters that come before Planning Commission, she is disappointed with the vote tonight on the Columbus Ave application. She stated that since there is really nothing more that could go into that specific building, and that knowing the time and effort that the applicant went through with Staff to come to a compromise on the front parking area, she wondered if the Commissioners could not have suggested ideas of how the project could happen. Mr. Zuilhof offered to sit down and speak with Ms. Lloyd at a future date.

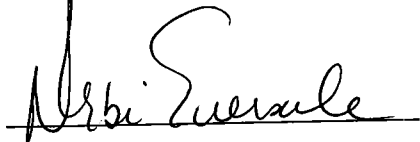
Mr. Poole stated that he is glad that this discussion came up and that he feels that it is not the Planning Commission's responsibility to determine whether a real estate deal goes through or not. He stated that the Planning Commission's purpose is to vote based on the impact the application will have on the neighbors. Mr. Hayberger agreed with Mr. Poole's definition that the Planning Commission should base their decision on the impact of the neighborhood.

Mr. Poole added that he feels that the applicant and his representation did not present a case that indicated that this application would not negatively impact the neighbors. The applicant spoke of the need for a driveway. Mr. Poole stated that driveways go past the side of the house to a garage or to an attached garage is not the same as 10' of concrete leading to the front door. Mr. Poole's opinion is that the applicant was not trying to make this work to reduce the negative impact of the neighbors, the applicant was trying to make this work for himself. There is no burden to walk 100' from the street.

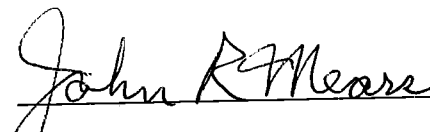
Ms. Lloyd stated that she had attended several Planning Commission meetings and feels that maybe the wrong things were taken into consideration and that the impact on the neighbors was not as much a factor. She stated that the drawing submitted in tonight's meeting however, is the best case scenario for that property and that she would hate to see the property end up demolished.

Chairman Mears adjourned the meeting at 6:23PM.

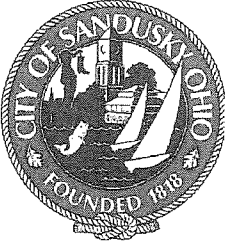
APPROVED:

A handwritten signature in cursive script, appearing to read "Debi Eversole", written over a horizontal line.

Debi Eversole, Clerk

A handwritten signature in cursive script, appearing to read "John R Mears", written over a horizontal line.

John Mears, Chairman



Department of Planning and Development

January 11, 2017

Planning Commission recommends the approval for the rezoning amendment for the properties located at 2513 Venice Road (Parcel # 58-1990.000) and 1651 Tiffin Ave (Parcel # 58-02419.000).

John R Mears

John Mears  
Planning Commission Chair

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

**AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE ONE (1) PARCEL FROM "LM" (LIMITED MANUFACTURING DISTRICT) AND "GB" (GENERAL BUSINESS DISTRICT) AND ONE (1) PARCEL FROM "GB" (GENERAL BUSINESS DISTRICT) TO "RMF" (RESIDENTIAL MULTI-FAMILY DISTRICT).**

**WHEREAS**, a request is being made by the City for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for one (1) parcel from "LM" (Limited Manufacturing District) and "GB" (General Business District) and one (1) parcel from "GB" (General Business District) to "RMF" (Residential Multi-Family District) as more fully described in Exhibits "A" and "B" which are attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

**WHEREAS**, the request for rezoning from "LM" (Limited Manufacturing District) and "GB" (General Business District) to "RMF" (Residential Multi-Family District) is to provide an appropriate location for potential multi-family development which will benefit the general public by providing additional housing options on the west side of the City as well as aesthetically improving a blighted intersection within the City; and

**WHEREAS**, this request was heard by the Planning Commission at their November 30, 2016, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment; and

**WHEREAS**, a public hearing on the request was held by this City Commission at their January 23, 2017, regularly scheduled meeting; and

**WHEREAS**, this Ordinance should be passed approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances for one (1) parcel from "LM" (Limited Manufacturing District) and "GB" (General Business District) and one (1) parcel from "GB" (General Business District) to "RMF" (Residential Multi-Family District); and

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

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

Section 1. This City Commission approves the requested rezoning and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the rezoning of one (1) parcel from "LM" (Limited Manufacturing District) and "GB" (General Business District) and one (1) parcel from "GB" (General Business District) to "RMF" (Residential Multi-Family District) as more fully described in Exhibits "A" and "B" which are attached to this Ordinance and specifically incorporated herein.

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

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be

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

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

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

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

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

Passed:

## DESCRIPTION OF LAND

Situated in the City of Sandusky, County of Erie and State of Ohio: Being part of the Mills 175 acre tract and part of Outlots No. 5 and 6 in the Survey and Subdivision of the 479 acre tract and or the north part of the 111 acre tract north of Tiffin Avenue in the City of Sandusky as recorded in Plat Volume 1, Page 14 and 47, also being 3.7829 acres of lands of Margie L. Hoffman, Trustees, RN200003005 all references herein to the records of the Erie County Recorder's Office and being more particularly described as follows:

Beginning for reference at a 1" Iron pin found in a monument box in the centerline of Venice Road (SR 6) (60') said rod bearing S. 85 deg. 34'00" E. a distance of 574.74 feet from a monument box found at the intersection of centerlines of Olds St. and Venice Road; thence N. 85 deg. 34'00" W. with the centerline of Venice Road, a distance of 32.53 feet to a point; thence N. 4 deg. 26'00" E. a distance of 30.00 feet to the northerly line of Venice Road and a 1/2" iron rod set marking the true point of beginning for this description;

thence N. 4 deg. 32'00" W. with lands of Westgate Properties, Ltd., RN200412120, a distance of 531.55 feet to a point referenced by a 3/4" iron pipe found 0.26' north and 0.08' west;

thence S. 85 deg. 08'00" E. with the southerly line of the Norfolk Southern Railroad (100') a distance of 300.36 feet to a 1/2" iron rod set;

thence S. 4 deg. 32'00" E. with lands of Dean H. Pixley, O.R. 188, Pg. 174-175 and Kenneth H. & Sylvia R. Ruthsatz, D.V 560, Pg. 772, a distance of 267.40 feet to a point referenced by a 2" iron pipe found 0.27' south and 0.02' east;

thence S. 51 deg. 36'00" E. with said lands of Ruthsatz a distance of 230.09 feet to a 1/2" iron rod set;

thence S. 38 deg. 24'00" W. with the northerly line of Tiffin Ave. (66') a distance of 16.06 feet to a drill hole set in concrete;

thence S. 87 deg. 42'00" W. with lands of Buckeye Investment N.W.O. LLC, RN200010150 a distance of 212.14 feet to a point referenced by a 3/4" iron pipe found 0.19' south and 0.25' west;

thence S. 27 deg. 41'00" W. with said lands of Buckeye Investment, a distance of 38.00 feet to a point referenced by a PK nail found 0.14' south and 0.28' west;

thence S. 4 deg. 26'00" W. with said lands of Buckeye Investment, a distance of 57.00 feet to a drill hole set in concrete;



## EXHIBIT A

## DESCRIPTION OF LAND

Situated in the City of Sandusky, County of Erie and State of Ohio: Being part of the Mills 175 acre tract and part of Outlots No. 5 and 6 in the Survey and Subdivision of the 479 acre tract and or the north part of the 111 acre tract north of Tiffin Avenue in the City of Sandusky as recorded in Plat Volume 1, Page 14 and 47, also being 3.7829 acres of lands of Margie L. Hoffman, Trustees, RN200003005 all references herein to the records of the Erie County Recorder's Office and being more particularly described as follows:

Beginning for reference at a 1" Iron pin found in a monument box in the centerline of Venice Road (SR 6) (60') said rod bearing S. 85 deg. 34'00" E. a distance of 574.74 feet from a monument box found at the intersection of centerlines of Olds St. and Venice Road; thence N. 85 deg. 34'00" W. with the centerline of Venice Road, a distance of 32.53 feet to a point; thence N. 4 deg. 26'00" E. a distance of 30.00 feet to the northerly line of Venice Road and a 1/2" Iron rod set marking the true point of beginning for this description;

thence N. 4 deg. 32'00" W. with lands of Westgate Properties, Ltd., RN200412120, a distance of 531.55 feet to a point referenced by a 3/4" iron pipe found 0.26' north and 0.08' west;

thence S. 85 deg. 08'00" E. with the southerly line of the Norfolk Southern Railroad (100') a distance of 300.36 feet to a 1/2" iron rod set;

thence S. 4 deg. 32'00" E. with lands of Dean H. Pixley, O.R. 188, Pg. 174-175 and Kenneth H. & Sylvia R. Ruthsatz, D.V 560, Pg. 772, a distance of 267.40 feet to a point referenced by a 2" iron pipe found 0.27' south and 0.02' east;

thence S. 51 deg. 36'00" E. with said lands of Ruthsatz a distance of 230.09 feet to a 1/2" iron rod set;

thence S. 38 deg. 24'00" W. with the northerly line of Tiffin Ave. (66') a distance of 16.06 feet to a drill hole set in concrete;

thence S. 87 deg. 42'00" W. with lands of Buckeye Investment N.W.O. LLC, RN200010150 a distance of 212.14 feet to a point referenced by a 3/4" iron pipe found 0.19' south and 0.25' west;

thence S. 27 deg. 41'00" W. with said lands of Buckeye Investment, a distance of 38.00 feet to a point referenced by a PK nail found 0.14' south and 0.28' west;

thence S. 4 deg. 26'00" W. with said lands of Buckeye Investment, a distance of 57.00 feet to a drill hole set in concrete;

thence N. 85 deg. 34'00" W. with the northerly line of Venice Road, a distance of 215.36 feet (previously recorded as 215.40 feet) to the point of beginning containing 3.7829 acres more or less.

This description was prepared by John Hancock, P.S. Ohio R.L.S. 6918 from an actual field survey conducted in September, 2004. Bearings are based upon a bearing of N. 85 deg. 34'00" W. for the centerline of Venice Road.

Property Address: 2513 Venice Rd., Sandusky, OH 44870

Tax ID No.: 58-01990.000



## Department of Community Development

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Maria Muratori  
mmuratori@ci.sandusky.oh.us

222 Meigs St.  
Sandusky, OH 44870  
Phone: 419.627.5891  
www.ci.sandusky.oh.us

January 5, 2017

Gina Deppert, Treasurer  
Sandusky City Schools  
407 Decatur Street  
Sandusky, Ohio 44870

**Re: Chris Andrews, LLC (Ohio Truck Sales) - Request for Enterprise Zone Agreement**

Dear Ms. Deppert:

The City of Sandusky has received a request for tax abatement from Chris Andrews, LLC under the Enterprise Zone (EZ) abatement program for the renovation of the vacant and underutilized properties located at 1801 and 1707 George Street, Sandusky, Ohio 44870. The company plans to increase the size of the building at 1801 George Street and renovate the building at 1707 George Street in order to consolidate its two shops and office that are located in Perkins Township.

The City's Tax Incentive Negotiating Committee met to review this request on December 8, 2016 and unanimously voted to recommend that an Enterprise Zone Agreement be approved consistent with the terms and conditions enumerated below. These terms and conditions have now been accepted by the company.

1. Abatement of taxes of new real estate taxes for improvements made at the Project Site for a period of ten (10) years at 75% is recommended. The company will be granted abatement on the appraised value of the new real improvements.
2. The company's investment includes increasing the size of the building at 1801 George Street and renovating the building at 1707 George Street. Further, a new fence, parking lot, and driveway will be added to the property.
3. The company will pay an annual monitoring fee of \$200 payable to the City of Sandusky no later than April 15<sup>th</sup> of the year following each year the agreement is effective.
4. The company will create a minimum of five (5) new full-time equivalent jobs by December 31, 2018 and an additional five (5) new full-time equivalent jobs by

December 31, 2019. Its 2016 payroll is estimated at over \$900,000.

5. All other standard terms and conditions apply.

This project will create new employees and payroll from the onset, with future growth expected. Furthermore, this project utilizes a formerly vacant commercial property. We believe that Ohio Truck Sales is an appropriate use for this property and its proposal is in the best interests of all parties and we hope that the Sandusky Schools agree.

Pursuant to Ohio Revised Code Section 5709.83 the Sandusky City Schools are hereby notified that the proposed agreement exceeds certain statutory limitations imposed by the Ohio Revised Code. Because of the statutory limitations and the required approvals we ask that the Sandusky Schools formally approve the granting of the Enterprise Zone Tax Abatement and return a record of the school's approval to the undersigned as soon as practical.

Subsequent to action by the Sandusky City Schools we will forward the agreement to the Sandusky City Commission for its approval.

We have attached the company's Enterprise Zone Application as well as a draft of the Enterprise Zone Agreement. Please review these documents and contact the undersigned at 419-627-5891 or via e-mail at [mmuratori@ci.sandusky.oh.us](mailto:mmuratori@ci.sandusky.oh.us) with any questions, corrections or suggestions you may have.

Sincerely,

Maria Muratori  
Development Specialist



## Department of Community Development

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Maria Muratori  
mmuratori@ci.sandusky.oh.us

222 Meigs St.  
Sandusky, OH 44870  
Phone: 419.627.5707  
www.ci.sandusky.oh.us

**To:** Eric L. Wobser, City Manager

**From:** Maria Muratori, Development Specialist

**Date:** January 11, 2017

**Subject:** Commission Agenda Item – Enterprise Zone (EZ) Tax Abatement Agreement.

**Items for Consideration:** Legislation approving an Enterprise Zone Tax Abatement Agreement between the City of Sandusky and Chris Andrews, LLC (d.b.a. Ohio Truck Sales), an Ohio limited liability company, for the purposes of furthering economic development efforts within the City.

**Background Information:** Chris Andrews, the sole owner of Chris Andrews, LLC (“the Company”), established the Company in 2009. The Company purchases, refurbishes, cleans, paints, and resells long haul semi-trucks to customers from across the country. The Company specializes in Kenworth and Peterbilt long hood semi-trucks. The Company currently employs 24 full-time employees.

Chris Andrews recently purchased property at 1801 and 1707 George Street in order to relocate the Company’s offices from the current location on Milan Road in Perkins Township. In addition to the office overhaul, the Company will construct a new addition and other infrastructure including fencing, a driveway, and a parking lot. Given the expected investment level, Chris Andrews submitted a request for real estate tax abatement.

The Tax Incentive Negotiating Committee met on December 8, 2016 to review the project and the tax abatement application. After review, the Committee unanimously voted to recommend the requested real estate tax abatement on the increase in value for the building/project for a period of ten (10) years with a 75% abatement. This abatement ultimately will be for the appraised value of the physical improvements to the building currently estimated at \$1,228,000.

The Board of Education of the Sandusky City Schools approved the proposed tax exemption by formal resolution at its January 12, 2017 Board meeting.

**Budgetary Information:** The project will have an ongoing positive impact on the general fund, as 25% of the increase in value will be subject to real estate taxes during the

abatement period. The project will also help sustain construction jobs in the local economy and will create an estimated ten (10) full-time equivalent employment positions in addition to the current full-time employees that will be subject to City income tax.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into an Enterprise Zone Agreement with Chris Andrews, LLC (d.b.a. Ohio Truck Sales). It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage in order for the project to commence construction so as to be completed by the end of 2017.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Maria Muratori  
Economic Development Specialist

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

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



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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH CHRIS ANDREWS, LLC (D.B.A. OHIO TRUCK SALES); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the State of Ohio has provided for the establishment of "Enterprise Zones" pursuant to Sections 5709.61 to 5709.914 of the Ohio Revised Code (the "Act"), and for the provision of tax incentives to private enterprise in order to promote and encourage expansion programs by private enterprise in such Enterprise Zones, and the creation and/or preservation of jobs and economic development in connection therewith; and

**WHEREAS**, the City Commission, by Resolution No. 05-183 adopted December 27, 2005, designated an area as an Enterprise Zone pursuant Section 5709.61(A)(1)(a) and (f) of the Act; and

**WHEREAS**, effective April 18, 2006, the Director of Ohio Development Services Agency of the State of Ohio determined that the geographic area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Act and certified said area as an Enterprise Zone under the Act; and

**WHEREAS**, Chris Andrews, the sole owner of Chris Andrews, LLC, established the company in 2009, which purchases, refurbishes, cleans, paints, and resells long haul semi-trucks to customers from across the country and specializes in Kenworth and Peterbilt long hood semi-trucks, and recently purchased property at 1801 and 1707 George Street in order to relocate the company's offices from their current location on Milan Road in Perkins Township; and

**WHEREAS**, the City of Sandusky received a request for Enterprise Zone tax abatement from Chris Andrews, LLC (d.b.a. Ohio Truck Sales) for the construction of a new addition and other infrastructure including fencing, a driveway, and a parking lot at their new location on George Street; and

**WHEREAS**, the City's Tax Incentive Negotiating Committee met on December 8, 2016, to consider the proposed application for tax abatement and after reviewing the proposal, the Committee unanimously resolved to recommend approval of their proposed tax exemption on the increase in value for the building / project of ten (10) years with a 75% abatement and the abatement ultimately will be for the appraised value of the physical improvements to the building currently estimated at \$1,228,000; and

**WHEREAS**, the Board of Education of the Sandusky City Schools approved the proposed tax exemption by formal resolution on January 12, 2017; and

**WHEREAS**, this proposed project will positively impact the City's General Fund as 25% of the increase in value will be subject to real estate taxes during the abatement period and the project will help sustain construction jobs in the local economy and will additionally create an estimated ten (10) full-time equivalent employment positions in addition to the current twenty-four (24) full-time employees that will be subject to City income tax; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to expedite approval of the agreement in order for the project to commence construction and to be completed by the end of 2017; 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 Commission hereby approves the Enterprise Zone Agreement pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager is hereby authorized and directed to execute the Enterprise Zone Agreement with Chris Andrews, LLC, (d.b.a. Ohio Truck Sales), on behalf of the City of Sandusky in accordance with the terms and conditions as contained in the form of the agreement marked Exhibit "1" attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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

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

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

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PAGE 3 - ORDINANCE NO. \_\_\_\_\_

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

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

Passed: January 23, 2017

## **ENTERPRISE ZONE AGREEMENT**

This agreement made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 222 Meigs Street Sandusky, Ohio 44870 (the “City”), and Chris Andrews, LLC, an Ohio limited liability company, with offices that will be located at 1801 and 1707 George Street, Sandusky, Ohio 44870 (the “Company”),

WITNESSETH:

WHEREAS, The City of Sandusky has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, the Company owns existing land and an approximately 6,000 square foot building in the City located at 1801 and 1707 George Street. The Company is desirous of relocating its offices to 1801 and 1707 George Street (the location includes Permanent Parcel No. 58-00845.000, 58-90047.000, and 58-01013.000); the combined parcels are approximately eight (8) acres. The Company will construct on its property a new 13,200 square foot addition at a cost of \$675,000, a wrought iron fence with sliding gates at a cost of \$33,000, a 350-foot front driveway at a cost of \$50,000, paving of frontage including a new employee parking lot at a cost of \$90,000, \$300,000 in additional concrete, and will also complete an \$80,000 office overhaul including a 500 square foot addition (the “Project”), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Sandusky City Commission of the City of Sandusky, Ohio by Resolution No. 05-183 adopted April 18, 2006, designated the area as an "Enterprise Zone" pursuant Chapter 5709.61(A)(1)(a) and (f ) of the Ohio Revised Code; and

WHEREAS, effective April 18, 2006, the Director of the Ohio Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City having the appropriate authority for the stated type of project is desirous of providing the Company with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Company has submitted a proposed agreement application (herein attached as Exhibit A) to the City (the "Application"); and

WHEREAS, the Company has remitted the required state application fee of \$750.00 made payable to "Treasurer of the State of Ohio" with the application to be forwarded with the final agreement; and

WHEREAS, the Chief Development Officer of the City has investigated the application of the Company and has recommended the same to the Sandusky City Commission on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City; and

WHEREAS, the project site as proposed by the Company is located in the Sandusky City School District and the Board of Education of the Sandusky City Schools have been notified in accordance with Section 5709.83 and been given a copy of the application; and

WHEREAS, pursuant to Section 5709.62(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. The Company shall construct a new 13,200 square foot addition and a new 500 square foot office addition and further construct a front driveway, parking lot, additional concrete, and wrought iron fence on the site. The Company anticipates that the real estate investment for the Project is approximately \$1,228,000 million. In addition, the Company anticipates that it will hold a minimum of \$1,000,000 and a maximum of \$1,300,000 in inventory on its property. Furthermore, the Company will install a minimum of \$200,000 and a maximum of \$225,000 in furniture/fixtures for the Project. The Project represents a significant new investment on the site. The construction is expected to be complete by December 31, 2017.

2. The Company shall create the equivalent of 10 new full-time permanent job opportunities within the time period outlined below.

The Company schedule for hiring is to hire five (5) new jobs by December 31, 2018 and an additional five (5) new jobs by December 31, 2019. The job creation period begins January 1, 2018 and all jobs are expected to be in place by December 31, 2019.

The Company currently has 0 full-time permanent employees, 0 part-time permanent employees, 3 full-time temporary employees, and 0 part-time temporary employees at the project site. In total, the Company has 21 full-time permanent employees, 0 part-time permanent employees, 3 full-time temporary employees, and 0 part-time temporary employees in the State of Ohio.

This total increase in the number of employees over the entire job creation period will result in approximately \$250,000.00 (dollars) of additional annual payroll for the Company. The following is an itemization by the type of new jobs created: permanent full-time \$250,000, permanent part time \$0 and temporary full-time \$0.

3. The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

4. The Company will use its best efforts to hire employees from Erie County, with a preference to residents of the City. Furthermore, the Company shall use Erie County contractors for work related to the Project to the greatest extent possible.

5. The City hereby grants the Company a tax exemption for real property improvements made to the Project site pursuant to Section 5709.62 of the Ohio Revised Code for ten (10) years and shall be in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
YR 1	75%
YR 2	75%
YR 3	75%
YR 4	75%
YR 5	75%
YR 6	75%
YR 7	75%
YR 8	75%
YR 9	75%
YR 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2018 nor extend beyond 2027.

The Company must file the appropriate tax forms with the County Auditor and with the State Department of Taxation (#913) to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

6. The Company shall pay an annual fee equal to two hundred dollars (\$200.00).

The fee shall be made payable to the City once per year, due no later than April 15<sup>th</sup> of each year. The fee is to be paid to the [Director of Finance] by check made out to the City of Sandusky. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the Ohio Revised Code and by the tax incentive review council created under section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

7. The Company shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns



and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

8. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Company materially fails to fulfill its obligations under this agreement and the City terminates or modifies the exemptions from taxation granted under this agreement.

10. If the Company materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this agreement.

11. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Company is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, the Company shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City may terminate or modify the exemptions from taxation granted under this agreement.

12. The Company hereby certifies that at the time this agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes."

13. The Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

14. The Company and the City acknowledge that this agreement must be approved by formal action of the legislative authority of the City as a condition for the agreement to take effect. This agreement shall take effect upon the later of the date of such legislative approval or the date all parties have signed this agreement.

15. The City has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Company is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

16. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Company, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

17. The Company affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Company has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Company shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

18. This agreement is not transferrable or assignable without the express, written approval of the City.

[Signature page follows.]

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. 17-XX, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2017 and Chris Andrews, LLC by Chris Andrews, its \_\_\_\_\_, has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
Eric Wobser, City Manager

CHRIS ANDREWS, LLC

By: \_\_\_\_\_  
Chris Andrews, \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Director of Law

Date: \_\_\_\_\_, 2017

## **EXHIBIT A**

[Attach Application]

**OHIO DEVELOPMENT SERVICES AGENCY  
OHIO ENTERPRISE ZONE PROGRAM**

**PROPOSED AGREEMENT** for Enterprise Zone Tax Incentives between the City of Sandusky (local (mm)) legislative authorities) located in the County of Frie and (enterprise) Chris Andrews, LLC (mm)

- 1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Chris Andrews, LLC, legal  
enterprise name entity  
419-656-3568 (mm)  
telephone number

Chris Andrews  
contact person  
3020 Milan Rd Sandusky, OH 44870  
address

- 1b. Project site:

Chris Andrews  
contact person  
1801 and 1707 George St  
address

419-656-3568  
telephone number  
Sandusky, OH 44870

- 2a. Nature of business (manufacturing, distribution, wholesale or other). Other (mm)

- 2b. List primary 6 digit NAICS # 44120.  
Business may list other relevant SIC numbers.

5521

- 2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

Both 3020 Milan Rd and 210 W Perkins Ave will be consolidated to  
locations on George St in Sandusky, OH

- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

corporation

3. Name of principal owner(s) or officers of the business (attach list if necessary).

Chris Andrews

4. Is business seasonal in nature? Yes\_\_\_ No ☒

- 5a. State the enterprise's current employment level at the proposed project site:

21 full time employees increasing closer to 30

- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes ☒ No\_\_\_

- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

Combining two shops and an office located at 3202 Milan Rd Sandusky, OH and  
210 West Perkins Ave Sandusky, OH and being relocated to 1601 and 1707 George St Sandusky, OH

- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

All employees are permanent 21 full-time

- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: All 21 employees will be transferred to new location on George St

- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

Looking to add 8-10 full time employees

6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes \_\_\_ No ✓

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement:

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes \_\_\_ No ✓

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes \_\_\_ No ✓

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.  
Yes \_\_\_ No ✓

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

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8. Project Description (attach additional pages if necessary):

We are looking to increase the size of the building at 1801 George St along  
with cleaning up the building at 1707 George St. A new fence and parking  
lot will be added to dress up road side appearance.

9. Project will begin September, 20 16 and be completed April, 20 17 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): want to add 8-10 full time employees

10b. State the time frame of this projected hiring: 2 years



- 10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): *After relocating to George St we will be hiring 3 full time employees. Once completion of addition another 5-7 full time employees will be hired*
- 11a. Estimate the amount of annual payroll such new employees will add \$ 250,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).
- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 676,000
12. Market value of the existing facility as determined for local property taxation.  
\$ 386,500
- 13a. Business's total current investment in the facility as of the proposal's submission.  
\$ 100,000
- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):  
\$
14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- |                                       | <u>Minimum</u>      | <u>Maximum</u>      |
|---------------------------------------|---------------------|---------------------|
| A.Acquisition of Buildings:           | \$ <u>385,000</u>   | \$ <u>—</u>         |
| B.Additions/New Construction:         | \$ <u>400,000</u>   | \$ <u>500,000</u>   |
| C.Improvements to existing buildings: | \$ <u>400,000</u>   | \$ <u>500,000</u>   |
| D.Machinery & Equipment:              | \$ <u>200,000</u>   | \$ <u>250,000</u>   |
| E.Furniture & Fixtures:               | \$ <u>25,000</u>    | \$ <u>30,000</u>    |
| F.Inventory:                          | \$ <u>1,000,000</u> | \$ <u>1,300,000</u> |
| <b>Total New Project Investment:</b>  | \$ <u>2,010,000</u> | \$ <u>2,465,000</u> |
15. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real ~~property~~ and/or personal property including inventory ~~equipment~~ as described above. Be specific as to type of assets, rate, and term.
- 
-

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

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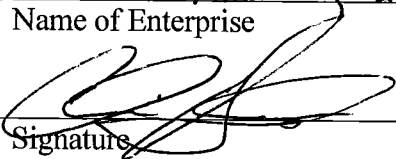
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Submission of this application expressly authorizes City of Sandusky (mm) Erie (mm) (name of the local jurisdiction) and/of (name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

<u>Chris Andrews, LLC</u>	<u>7-5-16</u>
Name of Enterprise	Date
	<u>Chris Andrews owner</u>
Signature	Typed Name and Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

July 14, 2016

Chris Andrews, LLC dba Ohio Trucks Sales George Street Project

Re: Addendum to Tax Abatement application

To Whom it May Concern:

Please be advised that Chris Andrews, LLC, the above referenced company is looking for a tax abatement on improvements being made to George Street in Sandusky, OH. We are writing to request a 100% over 15 year tax abatement. We will be moving both sites of our company into the Sandusky area from Perkins Township. We currently have 19 employees and with this move and addition we will be increasing our workforce to over 22 employees to begin and looking to do more hiring in the near future.

The Reasons for this request are as follows:

Building additions- \$200,000

Sprinkler System- \$65,0000

Fencing- \$50,000

Parking lot- \$125,000

Offices and work shop- \$80,000

Our move to the Sandusky area will improve our efficiency and increase our business within the first 6 months. This will allow us to add jobs and increase sales by over 30% of our previous location, bringing new jobs and revenue to the City of Sandusky. We did a bit over \$5 million in sales for 2015 and will be closer to \$6 million for 2016. It is our goal to eclipse the \$8million mark in 2017 as we will have one lot and office to do business out of. If you have any questions or concerns, please contact me at [palmerad22@gmail.com](mailto:palmerad22@gmail.com) or 614-325-1344



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*City of Sandusky Department of Community Development  
Planning and Development  
222 Meigs Street, Sandusky, OH 44870  
(419) 627-5715*

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To: Eric Wobser, City Manager

From: Angela Byington, AICP, Planning Director

Date: January 10, 2017

Subject: Commission Agenda Item – Professional Design Agreement for the Jackson Street Pier Project

**ITEM FOR CONSIDERATION:** Agreement for Professional Services with Osborn Engineering for Design Services for the Jackson Street Pier project.

**BACKGROUND INFORMATION:** During the Bicentennial Vision process, the topic of improvements to both Shoreline Drive and the Jackson Street Pier were discussed. Ultimately, the Strategic Plan listed the following as a top priority under “Placemaking and Programming”:

- “Activate and improve waterfront parks at the Marina District, **Jackson Street Pier**, Shoreline Park, and Battery Park.”

The Comprehensive Plan listed the Jackson Street Pier project as an initiative as follows:

- “Develop a master plan for the **Jackson Street Pier**, which encourages maintaining public uses, including parking, retail and entertainment amenities.”

The Comprehensive Plan also provided a high level conceptual rendering which focused on public access, aesthetic improvements and activating the pier for public use.

The proposed project will include professional engineering design services required for the reimagining of Jackson Street Pier and upgrades to the land between the pier and the Chesapeake Condominiums as well as the space located at the northwest corner of the condominium complex. The total scope of services will include preliminary engineering, final engineering and construction administration. However, since the final engineering and construction administration scope and fee cannot be determined until the preliminary engineering is completed, this contract shall only include a scope and fee for preliminary engineering.

The general scope of the preliminary engineering includes:

- public outreach and presentations, throughout the process;
- detailed survey of the pier and land between the pier and condominiums;
- geotechnical sampling and visual inspection of test holes;
- underwater inspection of the sheeting around the perimeter of the pier;
- identification of project priorities and program elements;
- three (3) preliminary sketches/layouts, including Homeland Security and ferry(s) terminal location;
- refined concept development;
- illustrations and renderings;

- schematic design and budget estimate;
- plan sheets and specifications for
  - site clearing/demolition plans
  - site layout plans
  - site utility plans
  - storm water management
- design development budget
- recommendation on project delivery method based on budget, phasing and schedule.

The preliminary engineering will be completed at a lump sum fee for \$100,300 including all normal reimbursable expenses and sub consultant fees, as directed by the City of \$45,753. The grand total is **\$146,043.**

After preliminary engineering is complete a fee and a refined scope for detailed engineering and construction administration will be established. Although this contract scope includes detailed engineering and construction administration, it cannot be fully described or budgeted for until the preliminary engineering is complete. Therefore, City Commission will be asked to review and approve such, and to approve an amended contract prior to commencement by Osborn Engineering on the detailed engineering and construction administration.

The City released a Request for Qualifications for the Jackson Street Pier/Shoreline Drive Design Project in June of 2016, as advertised on June 20<sup>th</sup> and 27<sup>th</sup>, 2016. The following firms submitted qualifications: Behnke and Associates, The Collaborative and City Architecture with Osborn Engineering. It was determined by an internal committee that City Architecture with Osborn Engineering was the most qualified design firm to perform the Jackson Street Pier/Shoreline Drive Design Project based upon the firm's experience, professional expertise, and technical ability. The committee first ranked the qualifications and then interviewed each firm. During contract negotiations, it became evident that there would be more engineering than architecture in the scope, therefore it was determined that Osborn Engineering would be the lead consultant. Further, it was decided by the City to separate the Shoreline Drive Rehabilitation Project and the Jackson Street Pier Project due to size, timing and funding opportunities.

**BUDGETARY INFORMATION:** The total preliminary engineering cost, not to exceed, is \$146,043, to be initially paid with Capital Funds. The City intends to finance all costs associated with the Jackson Street Pier Project with notes or bonds from the newly expanded urban renewal area. The notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service. Costs associated with final engineering and construction administration will require City Commission approval.

**ACTION REQUESTED:** It is recommended that an ordinance for a professional design services contract for the Jackson Street Pier Project in the amount of \$146,043 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the project as soon as possible to complete the preliminary engineering and finalize the scope of the final construction project to coincide with the Bicentennial events and celebration that will be occurring in 2018.

I concur with this recommendation:

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Eric Wobser  
City Manager

Angela Byington, AICP  
Planning Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OSBORN ENGINEERING OF CLEVELAND, OHIO, FOR PROFESSIONAL DESIGN SERVICES FOR THE JACKSON STREET PIER PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the proposed Jackson Street Pier Project involves the reimaging of Jackson Street Pier and upgrades to the land between the pier and the Chesapeake Condominiums as well as the space located at the northwest corner of the condominium complex; and

**WHEREAS**, Osborn Engineering, in collaboration with City Architecture Inc., will be providing professional design services for the preliminary engineering of the Jackson Street Pier Project which is summarized as follows:

- Public outreach and presentations, throughout the process;
- Detailed survey of the pier and land between the pier and condominiums;
- Geotechnical sampling and visual inspection of test holes;
- Underwater inspection of the sheeting around the perimeter of the pier;
- Identification of project priorities and program elements;
- Three (3) preliminary sketches/layouts, including Homeland Security and ferry(s) terminal location;
- Refined concept development;
- Illustrations and renderings;
- Schematic design and budget estimate;
- Plan sheets and specifications for site clearing/demolition plans, site layout plans, site utility plans, storm water management;
- Design development budget; and
- Recommendation on project delivery method based on budget, phasing and schedule.

and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, a Request for Qualifications (RFQ) was issued on June 20, 2016, for the Jackson Street Pier / Shoreline Drive Design Project of which three (3) submittals were received, evaluated and ranked by a selection committee and then the committee interviewed each firm and based upon the firm's experience, professional expertise, and technical ability necessary to complete the required tasks, it was determined Osborn Engineering was the most qualified; and

**WHEREAS**, the total cost of the professional design services is not to exceed \$146,043.00 and will initially be paid with Capital Funds and financed with notes or bonds from the newly expanded urban renewal area and the notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service; 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 implement the project as soon as possible to complete the preliminary engineering and finalize the scope of the final construction to coincide with the Bicentennial events and celebration that will be occurring in 2018; 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. The City Manager is authorized and directed to enter into an agreement with Osborne Engineering of Cleveland, Ohio, for Professional Design Services for the Jackson Street

Pier Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Hundred Forty Six Thousand Forty Three and 00/100 Dollars (\$146,043.00).

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

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

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

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

ATTEST:

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

Passed: January 23, 2017



AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of \_\_\_\_\_, 2017, by and between the City of Sandusky (the “City”), whose contact person shall be the Planning Director, designated below or designee (the “Director of Public Works”), whose contact person and address are set forth below.

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

Project Name:	Jackson Street Pier Project
Planning Director:	Angela Byington, A.I.C.P.
Address:	Planning Department City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	Osborn Engineering
Contact:	Bonita G. Teeuwen, P.E.
Address:	1100 Superior Avenue, Suite 300 Cleveland, Ohio 44114

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

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

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

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

**ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER**

**1.1. Architect/Engineer’s Services**

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms

of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

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

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

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

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

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

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

### **2.1. General**

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

## **ARTICLE 3. ADDITIONAL SERVICES**

### **3.1. General**

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

## **ARTICLE 4. RESPONSIBILITIES OF THE CITY**

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

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

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

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

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

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

## **ARTICLE 5. COMPENSATION**

### **5.1. Direct Personnel Expense**

5.1.1. **Definition.** Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory

employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

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

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

## **5.2. Reimbursable Expenses**

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

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

## **5.3. Basis of Compensation**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \_\_\_\_\_. A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

#### **5.4. Method and Terms of Payment**

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

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

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

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

### **ARTICLE 6. INSURANCE AND INDEMNIFICATION**

#### **6.1. Insurance**

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

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

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

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

## **6.2. Indemnification**

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

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

## **ARTICLE 7. DISPUTE RESOLUTION PROVISIONS**

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

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

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

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

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

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

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

## **ARTICLE 8. TERMINATION AND REMEDIES**

### **8.1. Termination of Agreement**

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

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

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

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

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



## **8.2. Remedies**

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

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1. Ownership and Use of Documents**

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

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

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

**9.3. Records.** The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be

maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

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

**9.5. Extent of Agreement**

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

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

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

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

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

**9.6. Governing Law**

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

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

**9.7. Notices**

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by

facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at \_\_\_\_\_. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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

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

Osborn Engineering

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

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

CITY OF SANDUSKY, OHIO

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

Eric L. Wobser  
City Manager

CERTIFICATE OF FUNDS

In the matter of: \_\_\_\_\_

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances.

Dated: \_\_\_\_\_, 2017

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
Hank Solowiej, CPA  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Amount



P20160653.000

December 22, 2016

City Manager Eric Wobser  
City of Sandusky  
222 Meigs Street  
Sandusky, Ohio 44870

*sent via email: [ewobser@ci.sandusky.oh.us](mailto:ewobser@ci.sandusky.oh.us)*

**Re: Professional Engineering Services Cost Proposal  
Jackson Pier Project  
Sandusky, Ohio**

Dear Manager Wobser,

Osborn Engineering is pleased to offer our professional engineering design services for the above referenced project. The project involves the reimagining of Jackson Pier and upgrades to Chesapeake Park located at the northwest corner of the condominium complex. Osborn has performed similar work at Public Square in Cleveland. We are honored to be teaming with City Architecture on this important project. We have most recently teamed with them on the downtown transformation project of Front Street in Cuyahoga Falls. Much of our experience from recent projects and other rehabilitation projects, are directly applicable to this project. Osborn's team recognize that the keys to a successful project will be allocating time for a programming phase to meet with people, understand how the community wishes the pier and associated project area to be utilized. We have collaborated with our partners, City Architecture, and have developed the following scope:

**Preliminary Engineering:**

1. Perform a detail survey of Jackson Pier as well as Chesapeake Park by DLZ, as requested by the city, utilizing GIS datum.
2. Geotechnical sampling and/or visual inspection of test holes of Jackson Pier by DLZ, as requested by the city.
3. Underwater inspection by GPI of the sheeting around the perimeter of the Jackson Pier, as requested by the city.
4. Stakeholder committee meetings – 2-3 (combined with Shoreline Drive)
5. Identify project priorities and program elements
6. Community meeting – programming (combined with Shoreline Drive).
7. Attend two meetings with Homeland Security to determine programming needs and standards.
8. Site layout concept sketches (preliminary concepts for pier layout (3), Homeland Security facility at ferry terminal, and viewing platform)
9. Refined concept development



10. Massing studies of three design options
11. Materials palettes recommendations
12. Community meeting – review initial concepts (combined with Shoreline Drive)
13. Schematic design budget estimate
14. Assist with researching various alternate funding options.
15. Prepare the following editable digital plan sheets and outline specifications for the selected schematic plan:
  - a. Site Clearing/Demolition Plans
  - b. Site Layout Plans
  - c. Site Utility Plans
  - d. Storm Water Management Concept Plans for detention and post-construction storm water quality.
16. Further refine plan with Stakeholder committee meeting – 2 (combined with Shoreline Drive)
17. Coordinated CAD plans, enlarged plans, details, utility / grading coordination and landscape package development
18. Outline specifications
19. Illustrations / renderings
20. Community meeting (combined with Shoreline Drive)
21. Design development budget estimate.
22. Osborn will review various project delivery methods and assist in determining appropriate method based on budget, phasing and schedule.

**Our lump sum fee for the above stated scope of work is \$100,300 including all normal reimbursable expenses and sub consultant fees with an additional, As Directed by the Project Manager of \$45,753. For a grand total of \$146,053.** A cost proposal is attached to this letter. Fee is based on simultaneous and coordinated work with Shoreline Drive Preliminary Engineering. We will invoice monthly based on the percent of work completed to date. We anticipate this phase will be approximately six months.

After Preliminary Engineering is complete, a fee and refined scope of services for Detail Engineering and Construction Administration can be establish which may include but not be limited to the following:

**Detail Engineering:**

1. Work with the design team to develop final construction plans based on the selected concept plan.
2. Osborn will prepare a detailed project schedule based on input from the City.



3. Plans may include repairs to sheeting as determined by the underwater inspection.
4. Environmental review and documentation.
5. Architectural and Engineering drawings for any of: the Homeland Security, Goodtime ticketing and/or possible Pier Activity buildings.
6. Prepare the following plan sheets and specifications:
  - a. Cover Sheet
  - b. Civil Notes & Details
  - c. Existing Conditions & Demolition Plans
  - d. Site Layout Plans
  - e. Site Grading Plans
  - f. Site Utility Plans
  - g. Site Utility Profiles
  - h. Storm Water Management Plans for detention and post-construction storm water quality
  - i. SWPPP Plans
  - j. SWPPP Notes & Details.
  - k. Architectural and Landscape Plans
7. Coordinate with all applicable local and state reviewing agencies, including response to review comments, in pursuit of permit approvals.
8. Coordinate with Department of Homeland Security to ensure they maintain a controlled access point for their passengers and staff.
9. Provide plan submittals for review and approval at 90%. The actual review intervals will be determined by the City.
10. Coordinate the design of any impacted utilities with the respective owners as needed.
11. Possible utility outside the project site to accommodate project needs.
12. Prepare applications and provide assistance for any permits or approvals required for the site design including the OEPA application for NOI.

Construction plans and specifications will be prepared in accordance with City and State standards and following the requirements of ADA regulations. General notes, technical specifications and the bid form/quantity tabulation will be prepared by Osborn. The front-end general requirements and form of contract will be provided by the City of Sandusky. Bid packages will be sold by the city.

**Construction Administration:**

1. Assist in reviewing bids for recommendation for award.





2. Attend or run monthly progress meetings.
3. Monthly field review.
4. Provide daily site personnel, as needed.
5. Maintain project documentation.
6. Review submittal and request for information.
7. Coordinating private utility work within project site.
8. Coordinate construction materials testing.
9. Review of Contractor's pay requests, review of Contractor's certified payroll for conformance to prevailing wages.

In addition to this proposal we would like to review and discuss the details of the Shoreline Drive project. Please feel free to call if any revisions or clarifications are required. Again, we appreciate this opportunity and we are prepared to start work upon your authorization.

Thank you for your consideration,

**Osborn Engineering**

Scott A. Vura, P.E. LEED AP

By: Bonita G. Teeuwen, P.E.  
Director of Municipal and Transportation Engineering

cc:

A. Byington,  
S. Vura,  
J. Lemon,  
J. Donovan,  
B. Harbert,  
B. Vorachek,  
File

Osborn Engineering  
**Jackson Pier and Chesapeake Park**  
 City of Sandusky  
 Price Proposal

12/21/2016			As Directed By Engineer	
	Osborn	City	GPI	DLZ
<b>Preliminary Design</b>				
Survey including Basemapping				
Jackson Pier including Chesapeake				\$16,295
Underwater inspection of sheeting			\$13,268	
Geotech				\$16,190
Jackson Pier including Chesapeake	\$36,800	\$63,500		
<b>Detail Engineering</b>				
Jackson Pier including Chesapeake			TBD	
<b>Construction Adminstration</b>				
Jackson Pier including Chesapeake			TBD	
	\$36,800	\$63,500	\$13,268	\$32,485
	subtotal		\$100,300	\$45,753
	Grand Total		\$146,053	

**LEGAL NOTICE**  
**CITY OF SANDUSKY, OHIO**  
**Request for Qualifications (RFQ)**  
**Jackson Street Pier/Shoreline Drive Design Project**  
**FOR PLANNING AND DESIGN**

The City of Sandusky invites qualified professional planning and design firms to submit qualifications to undertake the Jackson Street Pier/Shoreline Drive Design Project. This project shall include, but is not limited to: undertaking a public comment process, recommending options, developing construction drawings, specifications and an Engineer's Estimate for Jackson Street Pier and adjacent properties and recommendations for improvements with renderings and an estimated construction cost for the Shoreline Drive portion of the project.

Statements of Qualifications (SOQ) are due to the Public Works Director at the address mentioned below. Interested Consultants/Firms are encouraged to submit their SOQ by **10:00 am on Wednesday, July 6, 2016**. Firms must submit one (1) hard copy and one (1) electronic copy of their entire SOQ.

Aaron M. Klein, P.E.  
Director, Public Works  
222 Meigs Street  
Sandusky, OH 44870  
[mstookey@ci.sandusky.oh.us](mailto:mstookey@ci.sandusky.oh.us)

A complete description of the Jackson Street Pier/Shoreline Drive Design Project, which includes the submittal requirements is available on the City's website at [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us).

Sandusky Register: June 20, 2016 & June 27, 2015  
City of Sandusky Website



**City of Sandusky, Ohio**  
**Jackson Street Pier/Shoreline Drive Design**  
**Project**  
**Request for Qualifications**  
**Response Due Date: July 6, 2016 10:00 AM**

The City invites qualified professional planning and design firms to submit qualifications to undertake the Jackson Street Pier/Shoreline Drive Design Project "Project". Qualification packages are due no later than 10:00 AM on July 6, 2016.

**Background Information**

In 2016, the City of Sandusky adopted the Bicentennial Vision Comprehensive Plan "Plan". Among many things, this Plan provided a conceptual study and vision for the Compass District (Downtown), which is where the Project area is located. The Plan, as it relates to this Project, encourages:

- Promoting walkability throughout the district by enhancing streetscape
- Creating public access points to the water
- Utilizing surface parking lots for redevelopment or public space, particularly along the waterfront
- Reducing overall parking counts to promote "park and walk" mentality and foot traffic
- Creating viewpoints and connections that embrace the waterfront environment of the district, in part, by enhancing the south side of Shoreline Drive to serve as Sandusky's front door from the water.

The Plan provides a conceptual vision for Jackson Street Pier and Shoreline Drive. The City views these as two separate projects in terms of timing for construction, however, must be planned together due to their interrelation in the transformation of the waterfront experience.

The Plan can be viewed by accessing the following link.

<http://www.ci.sandusky.oh.us/>

**Scope of Services**

With guidance from the City, the consultant will analyze, plan and design all improvements and equipment required. The scope of services will include the following components:

**Jackson Street Pier**

The important concepts from the Plan include, beautification, public access and activation of the pier. This portion of the Project will involve public input on the end uses. The Project will involve:

- Review previous analyses and plans, including construction documents on file
- Review of existing utility, structural, subsurface and surface conditions of the Pier
- Provide recommended options for improvements with renderings and estimated construction costs
- Perform public input sessions to assist City Commission in selection of preferred option
- Develop construction drawings and specifications with an Engineer's Estimate, based on selected option. This may be broken up into two separate construction projects: subsurface and surface.
- Provide some construction oversight, as needed.

### **Shoreline Drive**

The important concepts from the Plan include, an elevated boardwalk, streetscape beautification and functionality improvements including parking, utilities and trash receptacles. The current intent is not to include final design of Shoreline Drive in the project but since there must be a synergy with the Jackson Street Pier, it is extremely important to ensure that concepts cross over into each design. This portion of the Project will include:

- Review previous analyses and plans
- Review of existing conditions including but not limited to street and building elevations as relevant to design the boardwalk, traffic and parking, utilities and trash receptacles and current public nodes
- Provide recommended improvements with renderings and estimated construction cost.

### **Adjacent Properties**

- The City also desires to ensure two other minor projects share the concepts developed for Shoreline Drive and Jackson Street Pier. This portion of the Project is very minor but also very important.
- Design an architecturally iconic lookout tower and with ground level storage capability for the marina property.
- Design a small seating area in the vacant area along the pedestrian path on the northwest corner of the Chesapeake property.

Final deliverables and timelines will be discussed during the Scope of Services negotiation with the selected firm. The selected firm must develop and adhere to a design schedule with the Jackson Street Pier subsurface construction drawings, specifications and Engineer's Estimate being complete no later than February of 2017 and the surface construction drawings, specifications and Engineer's Estimate being complete no later than June of 2017. The Shoreline Drive renderings and estimated construction cost timeline will be determined during the Scope of Services negotiation.

Please include with the qualification packet:

- Experience of firm and personnel assigned to this project that will uniquely qualify your firm to complete this work, including résumés and locations of key project team members (max. 8 pages)
- Description of the firm's overall understanding of the project and recommended scope of services to accomplish the stated goals. (max. 2 pages)
- A project management schedule showing all milestones and completion dates based on "Schedule of Activities" (max. 2 pages)
- Project staffing plan (max. 1 page)

- References (max. 1 page)

The City of Sandusky will form a Selection Committee comprised of city officials to review Qualifications. The Selection Committee will evaluate and select the most qualified consultant. **Competitive price selection will not be utilized under the selection process.**

The following criteria will be used in the consultant selection process:

- Strength of project manager and strength/experience of key team members and proposed subcontracted firms' key personnel
- Past performance and experience with projects of similar scope and size, including experience with facilitating dynamic community engagement and outreach process
- Demonstrated understanding of issues facing the City and region
- Innovative project approach, which includes all listed items in the Scope of Work
- Project schedule
- Location of key staff

Based on the qualifications submitted, the City of Sandusky may conduct interviews of firms that best demonstrate an understanding of the City's objectives and that adequately addressed all elements of the RFQ. Whether interviews are performed or not, the City shall enter into contract negotiations with the preferred firm to determine the final scope of services and project budget. If negotiations fail, the City shall enter into negotiations with the second highest ranked firm. This process shall continue until a contract is successfully negotiated or the City determines to issue a second RFQ. The contract must be approved by Sandusky City Commission.

All qualifications shall be considered without regard to race, color, religion, sex, national origin, citizenship, age, mental or physical disabilities, veteran/reserve/national guard or any other similarly protected status.

One original qualification packet and one electronic copy on CD or via email in PDF or MS-Word format shall be submitted by July 6, 2016, at 10:00 AM to:

**Aaron M. Klein, P.E.**  
**Director of Public Works**  
**222 Meigs Street**  
**Sandusky, Ohio 44870**

If under 10MB, the requested electronic copy can be emailed to Megan Stookey ([mstookey@ci.sandusky.oh.us](mailto:mstookey@ci.sandusky.oh.us)). Call (419) 627-5829 with questions.

Sandusky Register: June 20, 2016 & June 27, 2016



**Evaluation Form  
City of Sandusky**

**Professional Services**

**Jackson Street Pier/Shoreline Drive Design Project**

Name of Firm:

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Name of Evaluator:

---

	<b>Criteria</b>	<b>Points</b>	<b>Score</b>
1	Strength of project manager and strength/experience of key team members and proposed subcontracted firms key personnel	25	
2	Past performance and experience with projects of similar scope and size	20	
3	Demonstrated understanding of the project	10	
4	Innovative project approach, which includes all listed items in the Scope of Work	25	
5	Project Schedule	10	
6	Location of key staff	10	

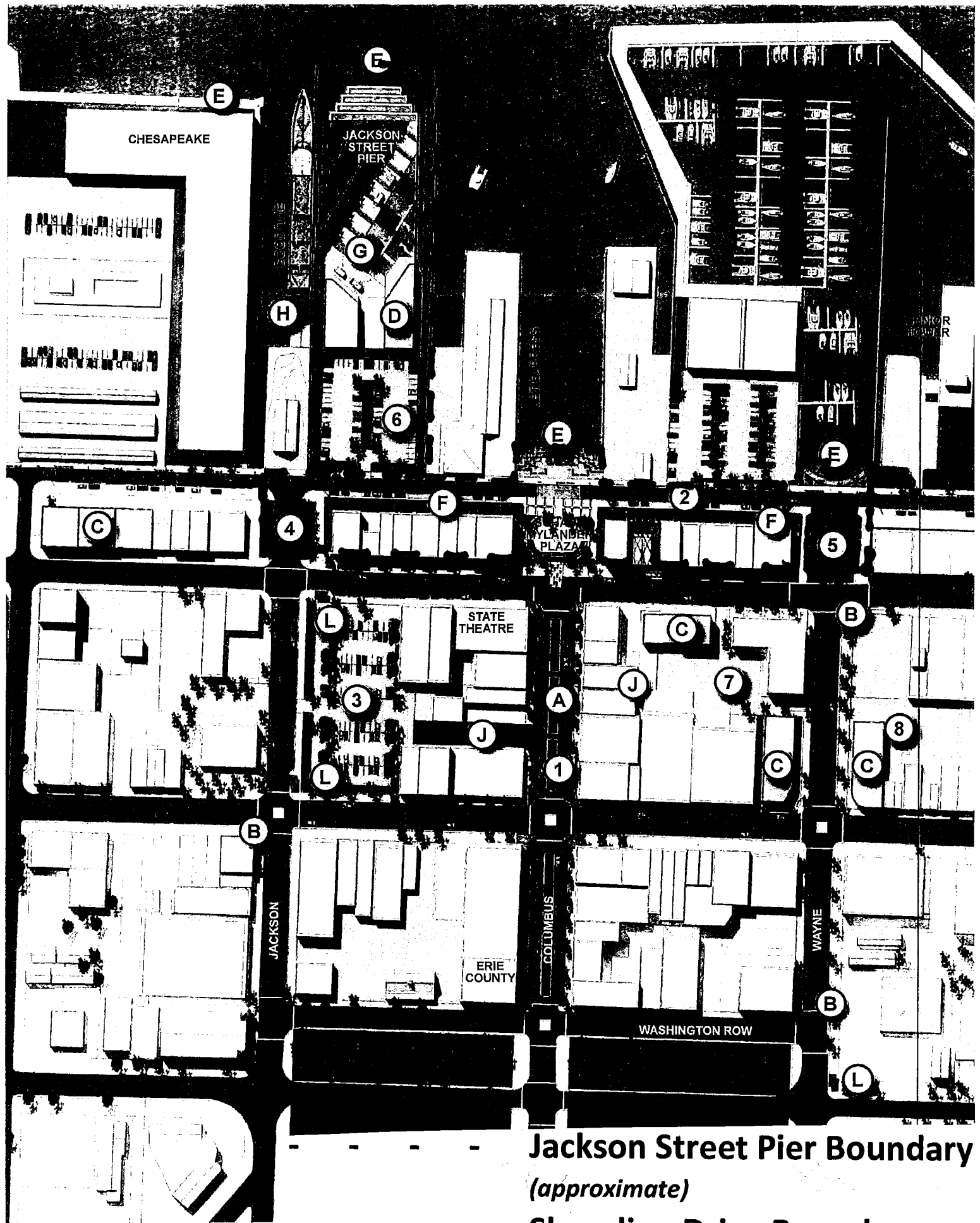
[Print](#) | [Back](#)

Erie County GIS



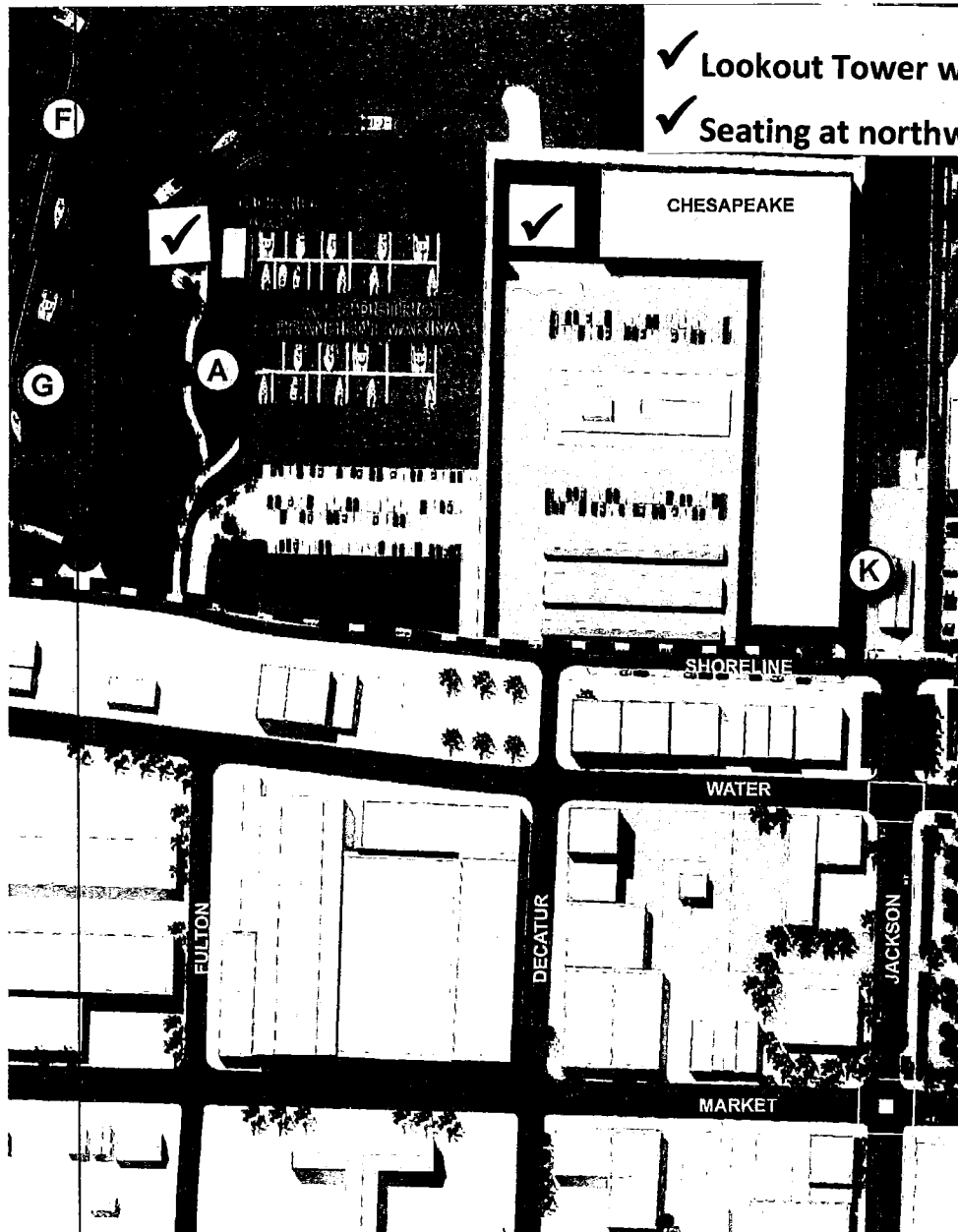
Notes





- - - - - Jackson Street Pier Boundary  
(approximate)

- - - - - Shoreline Drive Boundary  
(approximate)



✓ Lookout Tower with Storage Facility (at ground level)

✓ Seating at northwest corner of Chesapeake

**RECLAIM LAND  
TO CREATE LONG  
TERM WATERFRONT  
HABITAT AND  
PASSIVE PARK  
SPACE**

#### Development Type Legend

A	Expanded Amphitheater
B	Salt Piles
C	Skate Park
D	Naturalized Landscape & Walking Trails
E	Overflow Parking
F	Boardwalk
G	Expanded Transient Marina
H	Extended Shoreline Drive with Parking
I	<del>Lookout Tower with Storage Facility (at ground level)</del>
J	New Truck Route for Salt Access
K	Improved green space, pedestrian amenities, landscaping

■ Sandusky Bay Pathway Extension

#### Parking Supply Changes

Area	Name	Spaces Proposed	Spaces Existing	Gain / Loss
1	Shelby Boat Launch	74 spaces	101 spaces	-27 spaces
2	Water & Shelby Lot	158 spaces	0 spaces	158 spaces
3	Shoreline Drive Extension	78 spaces	0 spaces	78 spaces
<b>Total Parking Change</b>				<b>+209 spaces</b>



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*City of Sandusky Department of Community Development  
Planning and Development  
222 Meigs Street, Sandusky, OH 44870  
(419) 627-5715*

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To: Eric Wobser, City Manager

From: Angela Byington, AICP, Planning Director

Date: January 10, 2017

Subject: Commission Agenda Item – Professional Design Agreement for the Shoreline Drive Rehabilitation Project

**ITEM FOR CONSIDERATION:** Agreement for Professional Services with Osborn Engineering for Design Services for the Shoreline Drive Rehabilitation project.

**BACKGROUND INFORMATION:** During the Bicentennial Vision process, the topic of improvements to both Shoreline Drive and the Jackson Street Pier were discussed. Ultimately, the Strategic Plan listed the following as a top priority under “Destination City”:

- “Downtown: Implement downtown districts, **streetscape and public space amenities.**”

The Comprehensive Plan listed the Shoreline Drive Boardwalk / Elevated Walkway as a top priority under infrastructure investments and also prioritized Shoreline Drive by stating the following as a redevelopment goal:

- “Maximize **Shoreline Drive** as District’s front porch”.

The Comprehensive Plan also provided a high level conceptual rendering which focused on public access, aesthetic improvements and additional streetscape elements.

The proposed project will include professional engineering design services required for the rehabilitation and streetscape improvements of Shoreline Drive. The total scope of services will include preliminary engineering, final engineering and construction administration. However, since the final engineering and construction administration scope and fee cannot be determined until the preliminary engineering is completed, this contract shall only include a scope and fee for preliminary engineering.

The general scope of the preliminary engineering includes:

- public outreach and presentations, throughout the process;
- a detailed survey of Shoreline Drive from Lawrence to Franklin Streets, including parking areas at Jackson and Water and Wayne and Water;
- geotechnical sampling;
- field inspections;
- concept sketches, which could include things such as a boardwalk or private decks, screening for back service uses, trash receptacle consolidation;
- utility relocation;
- schematic design and budget estimate;
- illustration and renderings;

- GIS mapping, and;
- a recommendation on a project delivery method based on budget.

The preliminary engineering will be completed at a lump sum fee for \$99,807 including all normal reimbursable expenses and sub consultant fees, as directed by the City of \$50,235. The grand total is **\$150,042.**

After preliminary engineering is complete a fee and a refined scope for detailed engineering and construction administration will be established. Although this contract scope includes detailed engineering and construction administration, it cannot be fully described or budgeted for until the preliminary engineering is complete. Therefore, City Commission will be asked to review and approve such, and to approve an amended contract prior to commencement by Osborn Engineering on the detailed engineering and construction administration.

The City released a Request for Qualifications for the Jackson Street Pier/Shoreline Drive Design Project in June of 2016, as advertised on June 20<sup>th</sup> and 27<sup>th</sup>, 2016. The following firms submitted qualifications: Behnke and Associates, The Collaborative and City Architecture with Osborn Engineering. It was determine by an internal committee that City Architecture with Osborn Engineering was the most qualified design firm to perform the Jackson Street Pier/Shoreline Drive Design Project, based upon the firm's experience, professional expertise, and technical ability. The committee first ranked the qualifications and then interviewed each firm. During contract negotiations, it became evident that there would be more engineering than architecture in the scope, therefore it was determined that Osborn Engineering would be the lead consultant. Further, it was decided by the City to separate the Shoreline Drive Rehabilitation Project and the Jackson Street Pier Project due to size, timing and funding opportunities.

**BUDGETARY INFORMATION:** The total preliminary engineering cost, not to exceed, is \$150,042, to be initially paid with Capital Funds. The City intends to finance all costs associated with the Shoreline Drive Rehabilitation Project with notes or bonds from the newly expanded urban renewal area. The notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service. Costs associated with final engineering and construction administration will require City Commission approval.

**ACTION REQUESTED:** It is recommended that an ordinance for a professional design services contract for the Shoreline Drive Rehabilitation Project in the amount of \$150,042 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the project as soon as possible to complete the preliminary engineering and finalize the scope of the final construction project to coincide with the Bicentennial events and celebration that will be occurring in 2018.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington, AICP  
Planning Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OSBORN ENGINEERING OF CLEVELAND, OHIO, FOR PROFESSIONAL DESIGN SERVICES FOR THE SHORELINE DRIVE REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the proposed Shoreline Drive Rehabilitation Project involves the rehabilitation and streetscape improvements of Shoreline Drive; and

**WHEREAS**, Osborn Engineering, in collaboration with City Architecture Inc., will be providing professional design services for the preliminary engineering of the Shoreline Drive Rehabilitation Project which is summarized as follows:

- Public outreach and presentations, throughout the process;
- Detailed survey of Shoreline Drive from Lawrence to Franklin Streets, including parking areas at Jackson and Water and Wayne and Water;
- Geotechnical sampling;
- Field inspections;
- Concept sketches, which could include things such as a boardwalk or private decks, screening for back service uses, trash receptacle consolidation;
- Utility relocation;
- Schematic design and budget estimate;
- Illustration and renderings;
- GIS mapping, and;
- Recommendation on a project delivery method based on budget.

and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, a Request for Qualifications (RFQ) was issued on June 20, 2016, for the Jackson Street Pier / Shoreline Drive Design Project of which three (3) submittals were received, evaluated and ranked by a selection committee and then the committee interviewed each firm and based upon the firm's experience, professional expertise, and technical ability necessary to complete the required tasks, it was determined Osborn Engineering was the most qualified; and

**WHEREAS**, the total cost of the professional design services is not to exceed \$150,042.00 and will initially be paid with Capital Funds and financed with notes or bonds from the newly expanded urban renewal area and the notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service; 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 implement the project as soon as possible to complete the preliminary engineering and finalize the scope of the final construction to coincide with the Bicentennial events and celebration that will be occurring in 2018; 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. The City Manager is authorized and directed to enter into an agreement with Osborne Engineering of Cleveland, Ohio, for Professional Design Services for the Shoreline Drive

Rehabilitation Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Hundred Fifty Thousand Forty Two and 00/100 Dollars (\$150,042.00).

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

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

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

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

ATTEST:

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

Passed: January 23, 2017

AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of \_\_\_\_\_, 2017, by and between the City of Sandusky (the “City”), whose contact person shall be the Planning Director, designated below or designee (the “Director of Public Works”), whose contact person and address are set forth below.

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

Project Name:	Shoreline Drive Rehabilitation Project
Planning Director:	Angela Byington, A.I.C.P.
Address:	Planning Department City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	Osborn Engineering
Contact:	Bonita G. Teeuwen, P.E.
Address:	1100 Superior Avenue, Suite 300 Cleveland, Ohio 44114

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

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

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

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

**ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER**

**1.1. Architect/Engineer’s Services**

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms

of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

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

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

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

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

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

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

### **2.1. General**

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



## **ARTICLE 3. ADDITIONAL SERVICES**

### **3.1. General**

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

## **ARTICLE 4. RESPONSIBILITIES OF THE CITY**

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

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

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

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

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

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

## **ARTICLE 5. COMPENSATION**

### **5.1. Direct Personnel Expense**

5.1.1. **Definition.** Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory

employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

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

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

## **5.2. Reimbursable Expenses**

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

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

## **5.3. Basis of Compensation**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \_\_\_\_\_. A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

#### **5.4. Method and Terms of Payment**

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

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

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

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

### **ARTICLE 6. INSURANCE AND INDEMNIFICATION**

#### **6.1. Insurance**

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

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

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

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

## **6.2. Indemnification**

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

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

## ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

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

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

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

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

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

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

## ARTICLE 8. TERMINATION AND REMEDIES

### 8.1. Termination of Agreement

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

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

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

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

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

## **8.2. Remedies**

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

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1. Ownership and Use of Documents**

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

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

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

**9.3. Records.** The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be

maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

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

**9.5. Extent of Agreement**

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

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

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

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

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

**9.6. Governing Law**

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

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

**9.7. Notices**

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by



facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at \_\_\_\_\_. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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

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

Osborn Engineering

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

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

CITY OF SANDUSKY, OHIO

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

Eric L. Wobser  
City Manager

CERTIFICATE OF FUNDS

In the matter of: \_\_\_\_\_

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances.

Dated: \_\_\_\_\_, 2017

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
Hank Solowiej, CPA  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Amount



P20160653.000

December 27, 2016

City Manager Eric Wobser  
City of Sandusky  
222 Meigs Street  
Sandusky, Ohio 44870

sent via email: [ewobser@ci.sandusky.oh.us](mailto:ewobser@ci.sandusky.oh.us)

**Re: Professional Engineering Services Cost Proposal  
Shoreline Drive Rehabilitation Project  
Sandusky, Ohio**

Dear Manager Wobser,

Osborn Engineering is pleased to offer our professional engineering design services for the above referenced project. The project involves the rehabilitation and streetscape of Shoreline Drive with the possible inclusion of a boardwalk along the south side of the roadway. Osborn has performed similar work with City Architecture in the Cedar Fairmount area in Cleveland Heights. Much of our experience from recent projects and other rehabilitation projects, are directly applicable to this project. Osborn's team recognizes that the keys to a successful project will be allocating time for a programming phase to meet with people, understand how the community wishes the corridor to be utilized. We have collaborated with our partners, City Architecture, and have developed the following scope:

**Preliminary Engineering:**

1. Detail survey of Shoreline Drive from Lawrence to Franklin Streets, including parking areas at Jackson and Water and Wayne and Water, by DLZ surveyors will establish horizontal and vertical survey control for the project and reference existing centerline monuments, as requested by the city, utilizing GIS datum.
2. Geotechnical sampling and/or visual inspection of test holes of Shoreline Drive by DLZ will obtain pavement cores and review composition and condition, as requested by the city.
3. Review the City's existing records.
4. Stakeholder committee meetings – 2-3 (combined with Jackson Street Pier)
5. Identify project priorities
6. Community meeting – programming (combined with Jackson Street Pier)
7. Possible boardwalk and streetscape concept sketches (preliminary concepts for three options – private decks + screening for back service uses, full boardwalk and hybrid, Shoreline drive roadway and pedestrian improvements)
8. Refined concept development
9. Materials palettes recommendations
10. Community meeting – review initial concepts (combined with Jackson Street Pier)



11. Schematic design budget estimate.
12. Assist with researching various alternate funding options.
13. Field inspect the pavement surface, curbs, drive aprons and curb ramps to determine the necessary repair areas, quantities and locations.
14. Prepare the following editable digital plan sheets and outline specifications for the selected schematic plan:
  - a. Typical sections
  - b. Basic plan and profile
  - c. Preliminary Maintenance of traffic
15. Stakeholder committee meeting – 2 (combined with Jackson Street Pier)
16. Coordinated CAD plans, enlarged plans, details, utility / grading coordination and landscape package development
17. Outline specifications
18. Illustrations / renderings
19. Community meeting (combined with Jackson Street Pier)
20. Approximate right of way limits will be shown on plans as per the county GIS mapping.
21. Research submerge land leases.
22. Design Development Budget Estimate.
23. Research and develop budget for burying existing utilities along Shoreline Drive.
24. Osborn will review various project delivery methods and assist in determining appropriate method based on budget, phasing and schedule.

**Our lump sum fee for the above stated scope of work is \$99,807 including all normal reimbursable expenses and sub consultant fees with an additional, As Directed by the Project Manager of \$50,235. For a grand total of \$150,042.** A cost proposal is attached to this letter. Fee is based on simultaneous and coordinated work with the Jackson Pier Preliminary Engineering. We will invoice monthly based on the percent of work completed to date. We anticipate this phase will be approximately six months.

After Preliminary Engineering is complete, a fee and a refined scope for Detail Engineering and Construction Administration can be established which may include but not be limited to the following:

**Detail Engineering:**

1. Work with the design team to develop final construction plans based on the selected concept plan.
2. Osborn will prepare a detailed project schedule based on input from the City.
3. Environmental review and documentation.
4. Detail right of way plans including easements and encroachments.
5. Structural plans for possible boardwalk.



6. Coordinate with all applicable local and state reviewing agencies, including response to review comments.
7. Provide plan submittals for review and approval at 90%. The actual review intervals will be determined by the City.
8. Coordinate the design of any impacted utilities with the respective owners as needed.
9. Construction plans and specifications will be prepared in accordance with the City's and ODOT standards and following the requirements of ADA regulations.
10. General notes, technical specifications and the bid form/quantity tabulation will be prepared by Osborn. The front-end general requirements and form of contract will be provided by the City of Sandusky
11. Prepare final Opinion of Probable Cost.

Construction Administration:

1. Assist in reviewing bids for recommendation for award.
2. Attend or run monthly progress meetings.
3. Monthly field review.
4. Provide daily site personnel, as needed.
5. Maintain project documentation.
6. Review submittal and request for information.
7. Coordinating private utility work within project site.
8. Coordinate construction materials testing.
9. Review of Contractor's pay requests, review of Contractor's certified payroll for conformance to prevailing wages.

In addition to this proposal we would like to review and discuss the details of the Jackson Pier Project. Please feel free to call if any revisions or clarifications are required. Again, we appreciate this opportunity and are prepared to start work upon your authorization.

Thank you for your consideration,  
Osborn Engineering  
Scott A. Vura, P.E. LEED AP

By: Bonita G. Teeuwen, P.E.  
Director of Municipal and Transportation Engineering

cc:  
A. Byington,  
S. Vura, J. Lemon,  
J. Donovan, B. Harbert,  
B. Vorachek, File

Osborn Engineering  
**Shoreline Drive**  
 City of Sandusky  
 Price Proposal

12/27/2016		Osborn	City	As Directed By Engineer DLZ
<b>Preliminary Design</b> Survey including Basemapping Shoreline Drive Geotech Shoreline Drive		\$69,907	\$29,900	\$30,225 \$20,010
<b>Detail Engineering</b> Shoreline Drive		TBD		
<b>Construction Administration</b> Shoreline Drive		TBD		
		\$69,907	\$29,900	
		subtotal		\$99,807
		Grand Total		\$150,042

**LEGAL NOTICE  
CITY OF SANDUSKY, OHIO  
Request for Qualifications (RFQ)  
Jackson Street Pier/Shoreline Drive Design Project  
FOR PLANNING AND DESIGN**

The City of Sandusky invites qualified professional planning and design firms to submit qualifications to undertake the Jackson Street Pier/Shoreline Drive Design Project. This project shall include, but is not limited to: undertaking a public comment process, recommending options, developing construction drawings, specifications and an Engineer's Estimate for Jackson Street Pier and adjacent properties and recommendations for improvements with renderings and an estimated construction cost for the Shoreline Drive portion of the project.

Statements of Qualifications (SOQ) are due to the Public Works Director at the address mentioned below. Interested Consultants/Firms are encouraged to submit their SOQ by **10:00 am on Wednesday, July 6, 2016**. Firms must submit one (1) hard copy and one (1) electronic copy of their entire SOQ.

Aaron M. Klein, P.E.  
Director, Public Works  
222 Meigs Street  
Sandusky, OH 44870  
[mstookey@ci.sandusky.oh.us](mailto:mstookey@ci.sandusky.oh.us)

A complete description of the Jackson Street Pier/Shoreline Drive Design Project, which includes the submittal requirements is available on the City's website at [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us).

Sandusky Register: June 20, 2016 & June 27, 2015  
City of Sandusky Website





**City of Sandusky, Ohio**  
**Jackson Street Pier/Shoreline Drive Design**  
**Project**  
**Request for Qualifications**  
**Response Due Date: July 6, 2016 10:00 AM**

The City invites qualified professional planning and design firms to submit qualifications to undertake the Jackson Street Pier/Shoreline Drive Design Project "Project". Qualification packages are due no later than 10:00 AM on July 6, 2016.

**Background Information**

In 2016, the City of Sandusky adopted the Bicentennial Vision Comprehensive Plan "Plan". Among many things, this Plan provided a conceptual study and vision for the Compass District (Downtown), which is where the Project area is located. The Plan, as it relates to this Project, encourages:

- Promoting walkability throughout the district by enhancing streetscape
- Creating public access points to the water
- Utilizing surface parking lots for redevelopment or public space, particularly along the waterfront
- Reducing overall parking counts to promote "park and walk" mentality and foot traffic
- Creating viewpoints and connections that embrace the waterfront environment of the district, in part, by enhancing the south side of Shoreline Drive to serve as Sandusky's front door from the water.

The Plan provides a conceptual vision for Jackson Street Pier and Shoreline Drive. The City views these as two separate projects in terms of timing for construction, however, must be planned together due to their interrelation in the transformation of the waterfront experience.

The Plan can be viewed by accessing the following link.

<http://www.ci.sandusky.oh.us/>

**Scope of Services**

With guidance from the City, the consultant will analyze, plan and design all improvements and equipment required. The scope of services will include the following components:

**Jackson Street Pier**

The important concepts from the Plan include, beautification, public access and activation of the pier. This portion of the Project will involve public input on the end uses. The Project will involve:

- Review previous analyses and plans, including construction documents on file
- Review of existing utility, structural, subsurface and surface conditions of the Pier
- Provide recommended options for improvements with renderings and estimated construction costs
- Perform public input sessions to assist City Commission in selection of preferred option
- Develop construction drawings and specifications with an Engineer's Estimate, based on selected option. This may be broken up into two separate construction projects: subsurface and surface.
- Provide some construction oversight, as needed.

### **Shoreline Drive**

The important concepts from the Plan include, an elevated boardwalk, streetscape beautification and functionality improvements including parking, utilities and trash receptacles. The current intent is not to include final design of Shoreline Drive in the project but since there must be a synergy with the Jackson Street Pier, it is extremely important to ensure that concepts cross over into each design. This portion of the Project will include:

- Review previous analyses and plans
- Review of existing conditions including but not limited to street and building elevations as relevant to design the boardwalk, traffic and parking, utilities and trash receptacles and current public nodes
- Provide recommended improvements with renderings and estimated construction cost.

### **Adjacent Properties**

- The City also desires to ensure two other minor projects share the concepts developed for Shoreline Drive and Jackson Street Pier. This portion of the Project is very minor but also very important.
- Design an architecturally iconic lookout tower and with ground level storage capability for the marina property.
- Design a small seating area in the vacant area along the pedestrian path on the northwest corner of the Chesapeake property.

Final deliverables and timelines will be discussed during the Scope of Services negotiation with the selected firm. The selected firm must develop and adhere to a design schedule with the Jackson Street Pier subsurface construction drawings, specifications and Engineer's Estimate being complete no later than February of 2017 and the surface construction drawings, specifications and Engineer's Estimate being complete no later than June of 2017. The Shoreline Drive renderings and estimated construction cost timeline will be determined during the Scope of Services negotiation.

Please include with the qualification packet:

- Experience of firm and personnel assigned to this project that will uniquely qualify your firm to complete this work, including résumés and locations of key project team members (max. 8 pages)
- Description of the firm's overall understanding of the project and recommended scope of services to accomplish the stated goals. (max. 2 pages)
- A project management schedule showing all milestones and completion dates based on "Schedule of Activities" (max. 2 pages)
- Project staffing plan (max. 1 page)

- References (max. 1 page)

The City of Sandusky will form a Selection Committee comprised of city officials to review Qualifications. The Selection Committee will evaluate and select the most qualified consultant. **Competitive price selection will not be utilized under the selection process.**

The following criteria will be used in the consultant selection process:

- Strength of project manager and strength/experience of key team members and proposed subcontracted firms' key personnel
- Past performance and experience with projects of similar scope and size, including experience with facilitating dynamic community engagement and outreach process
- Demonstrated understanding of issues facing the City and region
- Innovative project approach, which includes all listed items in the Scope of Work
- Project schedule
- Location of key staff

Based on the qualifications submitted, the City of Sandusky may conduct interviews of firms that best demonstrate an understanding of the City's objectives and that adequately addressed all elements of the RFQ. Whether interviews are performed or not, the City shall enter into contract negotiations with the preferred firm to determine the final scope of services and project budget. If negotiations fail, the City shall enter into negotiations with the second highest ranked firm. This process shall continue until a contract is successfully negotiated or the City determines to issue a second RFQ. The contract must be approved by Sandusky City Commission.

All qualifications shall be considered without regard to race, color, religion, sex, national origin, citizenship, age, mental or physical disabilities, veteran/reserve/national guard or any other similarly protected status.

One original qualification packet and one electronic copy on CD or via email in PDF or MS-Word format shall be submitted by July 6, 2016, at 10:00 AM to:

**Aaron M. Klein, P.E.**  
**Director of Public Works**  
**222 Meigs Street**  
**Sandusky, Ohio 44870**

If under 10MB, the requested electronic copy can be emailed to Megan Stookey ([mstookey@ci.sandusky.oh.us](mailto:mstookey@ci.sandusky.oh.us)). Call (419) 627-5829 with questions.

Sandusky Register: June 20, 2016 & June 27, 2016



**Evaluation Form  
City of Sandusky  
Professional Services  
Jackson Street Pier/Shoreline Drive Design Project**

Name of Firm:

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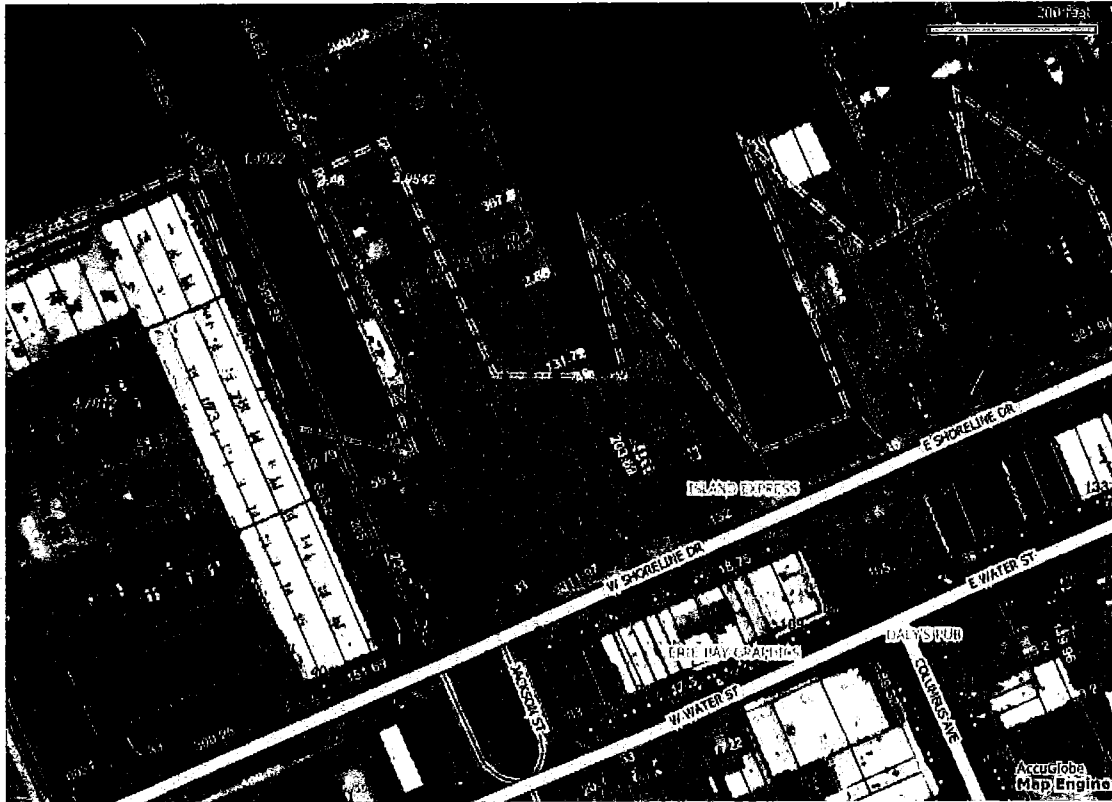
Name of Evaluator:

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	<b>Criteria</b>	<b>Points</b>	<b>Score</b>
1	Strength of project manager and strength/experience of key team members and proposed subcontracted firms key personnel	25	
2	Past performance and experience with projects of similar scope and size	20	
3	Demonstrated understanding of the project	10	
4	Innovative project approach, which includes all listed items in the Scope of Work	25	
5	Project Schedule	10	
6	Location of key staff	10	

[Print](#) | [Back](#)

Erie County GIS



Notes



0 100' 200' 400'

Jackson Street Pier Boundary  
(approximate)

Shoreline Drive Boundary  
(approximate)

✓ Lookout Tower with Storage Facility (at ground level)

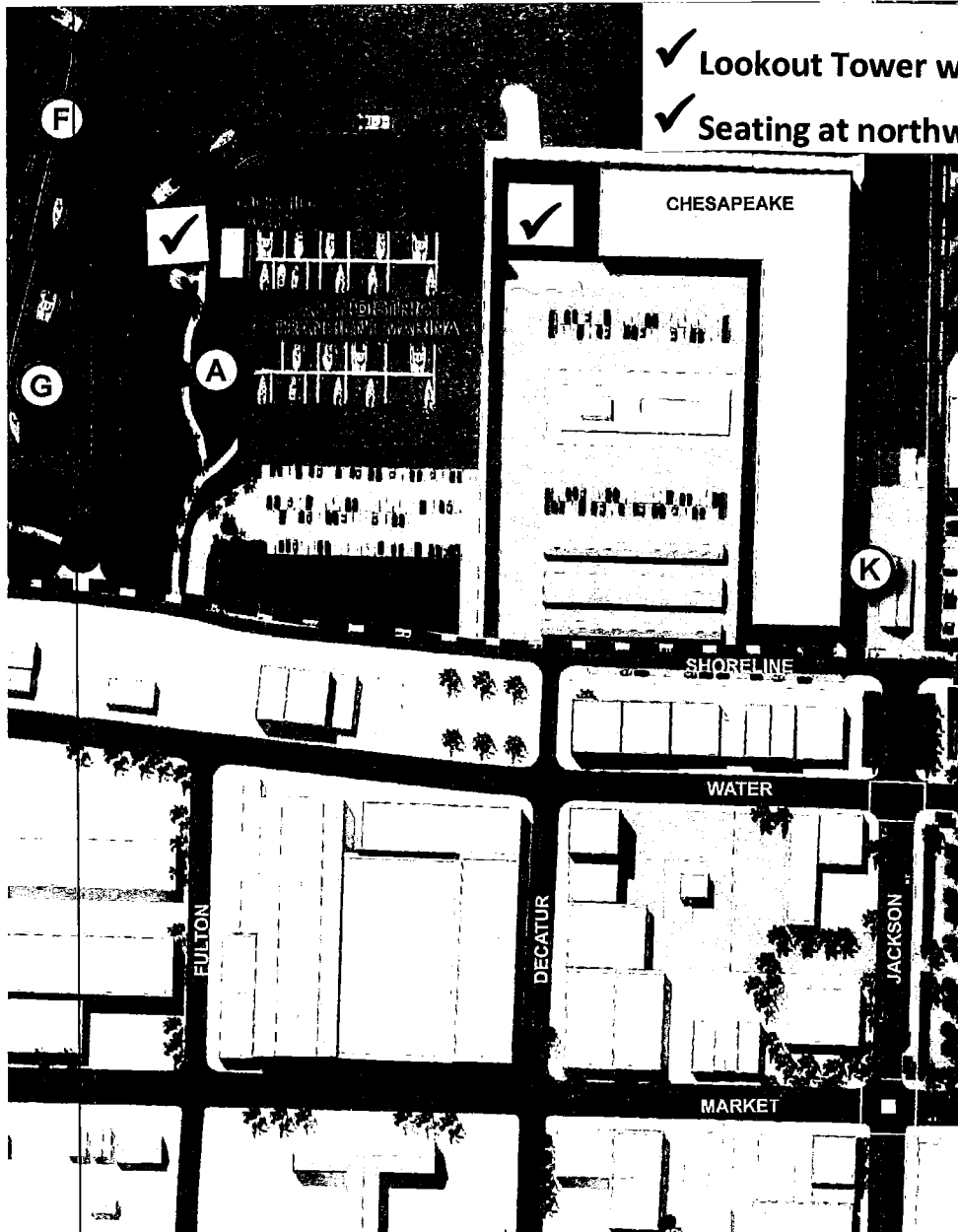
✓ Seating at northwest corner of Chesapeake

## RECLAIM LAND TO CREATE LONG TERM WATERFRONT HABITAT AND PASSIVE PARK SPACE

### Development Type Legend

A	Expanded Amphitheater
B	Salt Piles
C	Skate Park
D	Naturalized Landscape & Walking Trails
E	Overflow Parking
F	Boardwalk
G	Expanded Transient Marina
H	Extended Shoreline Drive with Parking
F	<del>Lookout Tower with Storage Facility (at ground level)</del> *
J	New Truck Route for Salt Access
K	Improved green space, pedestrian amenities, landscaping

■ Sandusky Bay Pathway Extension



### Parking Supply Changes

Area	Name	Spaces Proposed	Spaces Existing	Gain / Loss
1	Shelby Boat Launch	74 spaces	101 spaces	-27 spaces
2	Water & Shelby Lot	158 spaces	0 spaces	158 spaces
3	Shoreline Drive Extension	78 spaces	0 spaces	78 spaces
Total Parking Change				+209 spaces



## Department of Public Services

Brad Link, Director  
blink@ci.sandusky.oh.us

Fleet Maintenance  
Horticultural Services  
Oakland Cemetery & Memorial Park  
Property Maintenance  
Street & Traffic Services

1024 Cement Ave.  
Sandusky, OH 44870  
Phone: 419.627.5984

TO: Eric Wobser, City Manager

FROM: Brad Link, Director of Public Services

DATE: January 10, 2017

SUBJECT: 2017 Tree Removal and Trim Bid

**ITEM FOR CONSIDERATION:** Resolution for necessity for the 2017 Tree Removal and Trim Project for the removal of 68 dead and trim 41 boulevard trees.

**BACKGROUND INFORMATION:** Inspections were conducted by the Forestry Department and a list of the most serious was compiled; 109 trees were evaluated in 2016 and 68 of them have been placed in the dead/dying category for removal and the remaining 41 will be trimmed. All trees listed as removals in the bid documents will have the stumps ground. Dirt, seed, and straw will be placed on the removal site. The proposed bid will have a completion date of August 4, 2017.

**BUDGET IMPACT:** The engineers estimate for this project is \$68,750.00 and will be paid from the Capital Projects Fund. This project was made possible through Issue 8 funding.

**ACTION REQUESTED:** It is recommended that the proposed 2017 Tree Removal and Trim Project be approved to remove 68 dead boulevard trees and trim 41 boulevard trees. It is requested that this legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to bid and award the project and allow the contractor sufficient time to complete the project by the deadline of August 4, 2017.

I concur with this recommendation:

\_\_\_\_\_  
Brad Link, Director of Public Services

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

Cc: Hank Solowiej, Finance Director  
Kelly Kresser, City Commission Clerk



2017 Tree Removal and Trim List

Street No.	Street Name	Action Requested
115	42nd st	trim
102	44th(west tree)	remove
115	46th st	Remove
514	46th St	Trim
302	46th st	remove
1013	4th St - Next to driveway	Remove
519	50th st	trim
534	50th St	Remove
416	50th St (tree by driveway)	Trim
507	50th St. (West Tree)	Remove
	Across from 810 Franklin	remove
615	Anderson	Remove
502	Anderson	Remove
2020	Apsen Run	Remove
1819	Barker	Trim
1816	Buchanan	Trim
1414	Buckingham	trim
1341	C St	remove
1424	Camp	Remove
2031	Camp St	Remove
1501	Campbell St	Remove
1416	Carr St	Remove
1304	Carr St	Remove
1401	Central Ave	Trim
813	Central Ave	Remove
510	Columbus	Remove
1402	Columbus Ave	Remove
1121	Columbus Ave	Remove
1205	Columbus Ave	Remove
2310	Columbus Ave(west tree on 44th side)	Remove
2201	Colunbus	trim
1475	Dixon (southern most tree)	trim
813	Dorn	remove
308	E Adams	Trim
421	E Adams	remove
425	E Adams	Remove
1435	E Farwell	Trim
627	E Jefferson	Remove
1406	E Larchmont	Trim
1410	E Larchmont	Trim
1007	Edgewater	Remove
623	elm	remove
633	Elm	Remove
1113	Erie Blvd.	Trim
2207	Fallen Timber	Trim
2170	Fallen Timber	Trim
702	First St (by driveway on Meigs St)	Remove
1106	Fourth	Trim
323	Fulton	trim
1103	Ging	Remove
330	Hancock	remove
431	Jackson St	remove
634	Jackson St (near fire Hydrant)	Remove
1012	Lasalle St	Remove
213	Lawerance	Trim
1430	lindsley	remove

REMOVE
TRIM

2 Trees

532	Mcdonough	Remove	
506	Mckelvey	Trim	
529	Meigs St	Remove	
605	Meigs St	remove	
1304	Mills on Barker St. Side	Remove	
1013	Mills St	Trim	
633	N Depot St	Remove	
629	N Depot St (Both Trees)	Trim	2 trees
607	Neil	Trim	
604	neil	remove	
604	Niel St	remove	
1520	Oakmont Lane (2 trees)	Trim	2 trees
1201	Ogontz	trim	
1210	Ogontz (north tree)	remove	
2201	Old St	Remove	
1416	Pearl St	Trim	
1407	Pearl St	Remove	
730	Perry St	Trim	
911	Perry St	Trim	
901	Perry St	Remove	
901	Perry St	remove	
1411	Prospect St. (north Tree)	trim	
1417	Prospect St	Remove	
435	Putnam	Trim	
1409	Putnam	Remove	
510	Reece	Remove	
2203	River Ave.	Remove	
1913	Sandusky St	Remove	
1013	Second St	remove	
416	Shelby	Remove	
1615	Shelby	remove	
1403	Shelby (2) trees polk and Shelby Side	Remove	2 trees
1720	Tiffin Ave	Trim	
1818	W Adams	Remove	
612	W Jefferson	remove	
1926	W Jefferson (East Tree)	Remove	
1413	W Market	Trim	
3605	W Monroe	Remove	
808	W Monroe (2)	remove	2 trees
502	W Washington	Remove	
216	W. Boalt	Remove	
1207	W. Jefferson	Trim	
806	Warren St	trim	
1218	Waverly	Trim	
1315	Waverly	Trim	
1429	Wayne	remove	
806	Polk	remove	
2042	Rohde St (Cloest to Remington and Rohde Intersection)	Trim	

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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2017 TREE REMOVAL AND TRIM PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the proposed 2017 Tree Removal and Trim Project involves the removal of 68 dead trees and the trimming of 41 trees located on City boulevards and includes seeding at the removal site; and

**WHEREAS**, the estimated cost of this project is \$68,750.00 and will be paid with Issue 8 funds from the Capital Projects Fund; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid and award the project to allow the contractor to complete the project before the deadline of August 4, 2017; 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 Services, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2017 Tree Removal and Trim Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2017 Tree Removal and Trim Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed 2017 Tree Removal and Trim Project as required by law.

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

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

compliance with the law.

Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: January 23, 2017