



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
MAY 8, 2017
CITY HALL, 222 MEIGS STREET**

INVOCATION G. Lockhart
PLEDGE OF ALLEGIANCE
CALL TO ORDER
ROLL CALL N. Twine, W. Poole, D. Waddington, D. Murray, N. Lloyd, G. Lockhart & D. Brady
APPROVAL OF MINUTES April 24, 2017
AUDIENCE PARTICIPATION
PRESENTATION Sherry Smith – Sandusky Digital Academy
COMMUNICATIONS
CURRENT BUSINESS

CONSENT AGENDA ITEMS

SECOND READING

A. Submitted by Casey Sparks, Assistant Planner

AMENDMENT TO PLANNING & ZONING CODE RE TRANSIENT RENTALS

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

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part Eleven (Planning & Zoning Code), Title One (Zoning Administration), 1107 (Definitions), Title Three (Zoning District and Regulations), Chapter 1129 (Residential Districts), Chapter 1133 (Business Districts), and Chapter 1137 (Commercial Districts), Title Five (Additional Zoning Requirements), Chapter 1151 (Non-Conforming Structures and Uses), and Part Thirteen (Building Code), Title Five (Additional Local Provisions), Chapter 1341 Environmental Health Housing Code), by the addition of new Section 1341.32 (Transient Rental Code), by the addition of new Section 1341.32 (Transient Rental Property Regulation), of the Codified Ordinances, in the manner and way specifically set forth hereinbelow.

B. Submitted by Megan Stookey, Project Coordinator

ENCROACHMENT LICENSE FOR CATTIEN, LLC, 202 COLUMBUS AVENUE

Budgetary Information: There is no budgetary impact with this item and the licensee must maintain liability insurance for this use. The property owner is responsible for recording fees to the Erie County Recorder's Office.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Cattien, LLC, to provide for the use of a certain portion of the city's rights-of-way as described in the grant of a license for encroachment; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Victoria Kurt, Recreation Superintendent

ONE-YEAR PRIORITY USE AGREEMENT WITH OHIO RAYOS SOCCER AT DORN COMMUNITY PARK

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the added activities offered to youth in our community. The Ohio Rayos Soccer will provide their own equipment and transportation for such equipment, and will line and maintain their own field.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Ohio Rayos Soccer for priority use of the grassy area located at Dorn Community Park beginning May 13, 2017, through October 21, 2017; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Matt Lasko, Chief Development Officer

ADDENDUM TO LEASE AGREEMENT WITH OWEN SOUND TRANSPORTATION FOR USE OF THE JACKSON STREET PIER

Budgetary Information: The city shall receive a one-time payment of \$10,617 due and payable on or before July 17, 2017, for calendar year 2017. All revenues are to be deposited into the general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a fourteenth addendum to the lease agreement between the city and the Owen Sound Transportation Company, Limited, for the utilization of dockage space at the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

SECOND READING

ITEM #1 – Submitted by Greg Voltz, Assistant Planner

GRANT AGREEMENT TO SANDUSKY MAIN STREET ASSOCIATION DBA DOWNTOWN SANDUSKY, INC.

Budgetary Information: The city will provide Downtown Sandusky, Inc. \$50,000 in 2017 from the Economic Development Capital Projects fund for services rendered by a Clean & Safe program in 2017.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$50,000 to Sandusky Main Street Association dba Downtown Sandusky, Inc., in relation to their Clean & Safe Pilot program.

ORDERED IN 4.10.17

ITEM #2

RESOLUTION SUPPORTING HOUSE BILL 64

RESOLUTION NO. _____: It is requested a resolution be passed in support of House Bill 64 (Expunge if criminal sanction based on mistaken identify); and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3

RESOLUTION SUPPORTING CHANGES TO REDUCE ALGAE-CAUSING POLLUTION IN LAKE ERIE

RESOLUTION NO. _____: It is requested a resolution be passed supporting the amendment of portions of the Ohio Revised Code and the Ohio Administrative Code to reduce algae-causing pollution in Lake Erie; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Jeffrey Keefe, Project Engineer

PERMISSION TO BID LIONS PARK RETROFIT PROJECT

Budgetary Information: The estimated cost of the project, including engineering, inspection, advertising and miscellaneous costs is \$656,000 with \$175,000 being paid for by the GLRI grant, \$125,000 from sewer funds, \$56,000 from street resurfacing and \$300,000 shall be paid for using infrastructure dollars made possible by the passage of Issue 8.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed Lions Park retrofit project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by Matt Lasko, Chief Development Officer

AMENDMENT TO CONSULTING CONTRACT WITH JOHN FEICK

Budgetary Information: There is no change as a result of this proposed amendment to the total contract amount or hourly rate to be paid to Mr. Feick with the additional activity based upon the approved budget for CY 2017.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the agreement for services of consultant John A. Feick, for CY 2017; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 – Submitted by Matt Lasko, Chief Development Officer

PERMISSION TO BID DEMOLITION & ASBESTOS ABATEMENT AT FORMER AMERICAN CRAYON PROPERTY

Budgetary Information: The cost for this project including advertising and miscellaneous expenses will exceed \$10,000 if decided to move forward. The proposed funding source for the demolition and asbestos abatement is the EMS fund if decided to move forward.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed demolition and asbestos abatement of the former American Crayon facility project; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 – Submitted by Angela Byington, Planning Director

LEASE OF VEHICLES WITH FIRST TRANSIT, INC. FOR THE SANDUSKY TRANSIT SYSTEM

Budgetary Information: The total cost of the vehicles for a 24-month lease would not exceed \$69,600 to be paid with Rural Grant funds received by the U.S. Department of Transportation Federal Transit Administration through the Ohio Department of Transportation.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a vehicle lease agreement with First Transit, Inc., of Cincinnati, Ohio, for the purpose of leasing two 2007 Eldorado National buses for the Sandusky Transit System; 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

AMENDMENT TO COOPERATIVE AGREEMENT WITH TRUST FOR PUBLIC LAND

Budgetary Information: The total cost of the project will be amended to \$99,744 and the total city share is \$54,622, however the only direct city funds provided for the project is the proposed \$9,500. It is proposed that the \$9,500 be paid with Battery Park TIF funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the cooperative agreement between the City of Sandusky and the Trust for Public Land for professional services for the Sandusky Downtown East Bay plan; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

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

Tuesday, May 9 at 5 p.m.

Monday, May 15 at 8:30 p.m.

YouTube: https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWTQ



Department of Planning and Development

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5873
Fax: 419.627.5933
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Casey Sparks, Assistant Planner
Justin Harris, Law Director

Date: April 19, 2017

Subject: April 24th, 2017 Commission Agenda Item –Application from the Planning Department for an amendment to Sections 1107.01, 1129.06, 1133.05, 1133.08, 1137.03, 1137.04, and 1151.08 of the City of Sandusky Planning & Zoning Code regarding transient rental.

Creation of City of Sandusky Building Code section 1341.32 Transient Rental Property Regulation

Item for Consideration: Application to amend Sections 1107.01, 1129.06, 1133.05, 1133.08, 1137.03, 1137.04, 1151.08 of the City of Sandusky Planning & Zoning Code. Creation of section 1341.32 Transient Rental Property Regulation to the City of Sandusky Building Code.

Purpose: To amend several sections of the Planning & Zoning Code to implement regulations regarding transient rental, and add a section to the City of Sandusky's Building Code to better regulate the health, safety and wellness of the public, including the owners, occupants, and neighboring property owners of properties being utilized for transient occupancy within the City.

Background Information: The City has received an increased number of complaints regarding the topic of transient rental and how it specifically impacts our residential zoned areas. Staff has received requests to allow transient rentals within the residential districts and many requests to enforce current regulations prohibiting this use within our residential districts. The City Code currently prohibits transient rental (occupancy).

At this time, City Staff is proposing to amend sections of the Zoning Code. The purpose of the amendments are: to include a definition of transient occupancy, list "transient occupancy" as a permitted use within the Business and Commercial districts, where it is already permitted, create a definition of Transient Occupancy Overlay District, create a method for approving a Transient Occupancy Overlay District, and further define what is accepted to certify legal nonconforming status for this particular use. Below is a summary of the proposed zoning amendments that staff believes will help regulate this issue, it is important to note that these proposed amendments do not address registration, inspection, enforcement, and taxation.

In addition, the City Staff is proposing new legislation to better regulate the health, safety and wellness of the public, including the owners, occupants, and neighboring property owners of properties being utilized for transient occupancy within the City.

Summary of Proposed Amendments and Additions:

It is the recommendation of Planning Staff and the Law Department that the existing definition of transient occupancy should be changed to narrow the number of days that define a transient use to a period of less than 30 days. Planning staff is also proposing a method for Planning Commission and City Commission to approve an overlay district for transient occupancy. This overlay district would be initiated by either Planning Commission or City Commission and would be adopted for specific geographic areas, with the intent to spur investment in a declining area, increase property values and maintenance of homes that are in close proximity to commercial or retail areas. The proposed amendments also revise the business and commercial districts to more clearly indicate transient occupancy as a permitted use within the districts, as it is already permitted. To date, transient occupancy is permitted, through the definition of motel/hotel, etc., within the General Business, Downtown Business, Roadside Business, Commercial Recreation and Commercial Amusement. Lastly, Planning Staff is also proposing an amendment to further clarify what documentation is required to certify a legal nonconforming transient occupancy use. The Planning Commission has recommended that only annual tax returns and prior year rental agreement shall be accepted. All of the proposed amendments to these sections are outlined in the Planning Commission report that is attached to this communication.

The Law Department also proposes the addition of section 1341.32 to the Sandusky City Code to address how a person would apply for a transient permit and how the City will monitor and regulate transient rentals.

Correlation to the Comprehensive Plan:

The current City Comprehensive Plan calls for the city to be a destination city, as such we need to assure that we are adaptive to these types of use in an appropriate manner that best serves the city.

Budgetary Impact:

There is no impact to the general fund.

Action Requested: It is requested that City Commission approve the proposed amendments to sections 1107.01, 1129.06, 1133.05, 1133.08, 1137.03, 1137.04, and 1151.08 of the City of Sandusky Planning & Zoning Code, as well as the creation of section 1341.32 to the City of Sandusky Building Code.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington, AICP
Department of Community Development

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

CITY OF SANDUSKY, OHIO
DEPARTMENT OF DEVELOPMENT
DIVISION OF PLANNING

PLANNING COMMISSION REPORT

Ordinance amendments to Sections 1129.06, 1133.04,
1133.05, 1133.06, 1137.03, 1137.04
1151.08

Reference Number: PC-02-17

Date of Report: February 28th, 2017

Report Author: Casey Sparks, Assistant Planner



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

The City of Sandusky has submitted the following application, below is the information that is relevant to this application:

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

Applicable Plans & Regulations: City of Sandusky Comprehensive Plan
Sandusky Zoning Code
Section 1129.06
Section 1133.04
Section 1133.05
Section 1133.06
Section 1137.03
Section 1137.04
Section 1151.08

DESCRIPTION

The City has received an increased number of complaints regarding the topic of transient rental and how it specifically impacts our residential zoned areas. Staff has received an influx of calls, voicemails, letters, and office visits regarding this issue. The complaints received come from both sides of the issue. Staff has received requests to allow transient rentals within the residential districts and many requesting to enforce current regulations prohibiting this use within our residential districts. The City Code currently prohibits transient rental (occupancy).

As you are aware, through the years of 2011-2013, a great deal of time and City dollars were spent addressing this issue. Current staff members have met with concerned residents and commissioners regarding this issue. On February 15th, Staff held a second public meeting to discuss with residents some possible options for regulating this use.

At this time, City Staff is proposing to amend sections of the Zoning Code. The purpose of the amendments are: to include a definition of transient occupancy, list “transient

occupancy” as a permitted use within the Business and Commercial districts, where it is already permitted, create a definition of Transient Occupancy Overlay District, create a method for approving a Transient Occupancy Overlay District, and further define what is accepted to certify legal nonconforming status for this particular use.

Below is a summary of the proposed zoning amendments that staff believes will help regulate this use. **Separate from the below proposed zoning amendments, the City will be proposing legislation regarding registration, inspection, enforcement and taxation. These items do not fall under the purview of Planning Commission and will be forwarded directly to City Commission.**

Summary:

It is the recommendation of Planning Staff and the Law Department that the existing definition of transient occupancy should be changed to narrow the number of days that define a transient use. Planning staff is also proposing a method for Planning Commission and City Commission to approve an overlay district for transient occupancy. This overlay district would be initiated by either Planning Commission or City Commission and would be adopted for specific geographic areas, with the intent to spur investment in a declining area, increase property values and maintenance of homes that are in close proximity to commercial or retail areas. The proposed amendments also amend the business and commercial districts to more clearly indicate transient occupancy as a permitted use within the districts it is already permitted. To date, transient occupancy is permitted, through the definition of motel/hotel, etc., within the General Business, Downtown Business, Roadside Business, Commercial Recreation and Commercial Amusement.. Planning Staff is also proposing an amendment to further clarify what documentation is required to certify a legal nonconforming transient occupancy use..

Below are the proposed amendments, as they would appear in the Zoning Code. Red text is new and text proposed for deletion is struck out.

Item for Consideration: Amending Sections 1129.06, 1133.04, 1133.05, 1133.06, 1137.03, 1137.04, 1151.08

1107.01 DEFINITIONS

1107.01 (g)(12) ~~“Transient occupancy” means occupancy when it is the intention of the parties that the occupancy will be temporary. There is a rebuttable presumption that, when the dwelling unit occupied is not the sole residence of the guest, the occupancy is transient.~~

1107.01 DEFINITIONS(g) (12) “Transient occupancy” means occupancy when it is the intention of a party to occupy a dwelling unit for a period of less than 30 days.

1129.06 ACCESSORY USES.

~~(f) Agricultural Uses. The raising for use or sale of fruits, vegetables or nursery stock and the keeping of dogs are permitted in residential districts, provided that more than 4 dogs more than 3 months old may be kept only in structures or enclosures not less than 50 feet from any adjoining residential lot and on a lot not less than 12,000 square feet in area.~~

(f) Transient Occupancy Overlay District: The renting from a resident family to other individuals for the purposes of transient occupancy is permitted within an approved transient occupancy overlay districts.

1. Establishment of a Transient Overlay District

(a) Initiation of Change:

Whenever deemed appropriate and in the interest of the general welfare of the city, the City Commission or Planning Commission may initiate a Transient Overlay District. The overlay district shall be created to spur investment in a declining geographic area with the goal of increasing property values and maintenance of homes in areas that are close proximity to commercial and retail areas.

(b) Action of Planning Commission:

The Planning Commission shall hold a public hearing.. The time, place, and purpose of the hearing shall be given by both of the following methods:

1. Publication at least once in a newspaper of general circulation in the City at least fifteen (15) days prior to the date of the hearing;
2. A printed notice, not less than ten (10) days prior to the date of the hearing, sent to the owners of all property as shown upon the records of the County Recorder within three hundred (300) feet of the area proposed to be changed.
3. The Planning Commission shall forward their recommendation to the legislative body.

(c) Action by the Legislative Body:

1. After the above recommendation is received, , the City Commission shall set a date for a public hearing. In a newspaper of general circulation in the City, notice of the time and place of the meeting shall be given at least (30) days prior to the meeting. During the thirty (30) day period, the text or copy of the text of the ordinance, map of the proposed district boundaries and report submitted by the Planning Commission shall be on file, for public examination, in the office of the Clerk of the Planning Commission.
2. After the hearing, the legislative body may approve in whole or in part by majority vote of its entire membership the recommendation submitted by the Planning Commission. The legislative body may disapprove or modify the recommendations by Planning Commission by a vote of not less than three- fourths of its entire membership.

(g) The raising for the use or sale of fruits, vegetables or nursery stock, and the keeping of dogs are permitted in residential districts, provided, that more than 4 dogs more than 3 months old may be kept only in structures or enclosures not less than 50 feet from any adjoining residential lot, and on a lot not less than 12,000 square feet in area.

1133.05 PERMITTED BUILDINGS AND USES; ROADSIDE BUSINESS DISTRICT.

(a) Main Buildings and Uses.

(1) All stores, services, dwellings, and other uses permitted in Local Business Districts;

(2) Additional retail business stores and services conducted wholly within enclosed buildings, or adjoining and operated in connection with an establishment in an enclosed building to the following extent:

A. The sale and serving of all beverages, and eating places of all types permitting dancing and live entertainment. Conditional use permits shall be obtained by places selling or serving alcoholic beverages, and by all drive-in establishments;

B. Motels, hotels; fraternal and social clubs, and labor union halls;

C. Automotive services, repair or service garages, and buildings for the sale of new and second-hand motor vehicles. The parking of vehicles with or without a fee, the sale of gasoline and oil, and the sale of motor vehicles may be permitted on an open lot, providing all requirements for front yards in the Business District as set forth in the Zoning Code are met;

D. The sale of boats and other marine supplies; motorcycles, bicycle shops; sports and athletic equipment; pet shops;

E. Amusement and recreational services, such as assembly and meeting halls, billiard halls, bowling alleys, dance halls, indoor theaters, skating rinks, and other social, sports, or recreation establishments, provided the services are conducted within a building, sufficiently sound-insulated to confine the noise to the premises;

F. Nursery stock, monuments, garden equipment, supplies, and garden furniture may be sold on an open lot, provided the operation is in connection with an established related business conducted within a building not more than 150 feet therefrom, and provided goods are not sold, displayed, or stored in a required yard;

(3) Microbrewery.

(4) **Transient Occupancy**

1133.06 PERMITTED BUILDINGS AND USES; GENERAL BUSINESS DISTRICT.

(a) Main Buildings and Uses.

(1) All stores, services, dwellings, and other uses permitted in Roadside Business Districts;

(2) Additional retail business stores and services conducted wholly within enclosed buildings, and devoted to supplying all community needs to the following extent:

A. The sale of all food; frozen food lockers; state liquor stores;

B. The sale of general merchandise; dry goods, wearing apparel, shoes, hats, variety, and department stores;

C. The sale of all hardware, appliances, china, furniture, floor and wall covering, business equipment, music, radios and televisions, provided no loudspeakers broadcast onto the street;

D. Shops for custom work, and all personal service establishments without limitation on the number of persons engaged in work, provided the services rendered and articles produced are to be sold only at retail, and only on the premises;

E. Photographic developing, blueprinting, letter and small job printing shops, medical and dental laboratories, radio and television broadcasting stations, transmittal towers, telephone exchanges, and transformer stations;

F. Railroad and bus passenger stations, taxi stations;

G. Offices such as banks, travel bureaus, public utility, insurance, and all types of business and professional offices;

H. Wholesale offices and showrooms.

(3) Transient Occupancy

1133.08 PERMITTED BUILDINGS AND USES; DOWNTOWN BUSINESS DISTRICT.

(a) Main Buildings and Uses.

(1) Single, two and multi-family residential uses above the first floor.

(2) All stores and services permitted in the General Business District;

(3) Public uses as follows and as defined in Section [1123.02](#): governmental, civic, education, religious, recreational and transportation.

(4) Transient Occupancy

1137.03 PERMITTED BUILDINGS AND USES, COMMERCIAL RECREATION DISTRICTS.

(a) Main Buildings and Uses.

(1) One- and two-family dwellings, boathouses, motels;

(2) The following amusement establishments, whether open or enclosed:

A. Beaches and swimming pools, with accessory bath houses and locker rooms;

B. Manufacturing, rental, repair, and storage of boats, marinas; sale of live bait for fishing;

C. Hunting and fishing clubs, shooting ranges;

D. Arenas, auditoriums;

E. Golf courses, driving ranges;

F. Riding academies, stables, race tracks;

G. Assembly and meeting halls, bowling alleys, dance halls, skating rinks.

H. All retail stores, services and offices as permitted in General Business Districts.

(b) Similar Main Uses. Any other recreational use not listed above or in any other use classification, and if determined as similar by the commission.

I. Transient Occupancy

1137.04 PERMITTED BUILDINGS AND USES, COMMERCIAL AMUSEMENT DISTRICT.

(a) Main Buildings and Uses.

(1) All buildings and uses permitted in and as regulated in Commercial Recreation Districts; provided, however, that no residential units shall be constructed or maintained except as may be clearly secondary or incidental to the principal uses contemplated and permitted under this section;

(2) The following amusement establishments, whether open or enclosed:

A. Ferris wheels, roller coasters, whips, merry-go-rounds, and other similar open midway attractions;

B. Freak shows, wax museums, dodgem scooters, and other semi- enclosed or enclosed midway attractions;

C. Open booths with games of skill or chance, including shooting galleries, penny arcades;

D. Public dance halls, skating rinks, indoor theaters;

(3) The following businesses and services, open or enclosed:

A. Hotels, motels, taverns, eating places; the sale, serving, and consumption of soft drinks and alcoholic beverages;

B. The sale of foods, drugs, gifts, sports equipment.

(4) Transient Occupancy

1151.08 CERTIFICATES OF NONCONFORMITY.

(a) (1) The Division of Planning shall issue a certificate of nonconformity for legally nonconforming uses and structures if the nonconformity is included in an inventory of nonconformities created by the City or upon application by the owner, if the owner can document in detail the extent of nonconforming land uses, structures, signs, and/or lots or parcels at the time the nonconformity was established.

(2) The inventory of nonconformities shall contain the detailed information that must be contained in a certificate. If there is no inventory, an owner of a nonconformity can obtain a certificate if he or she can establish the extent and nature of the nonconformity at the time it was established. The nonconformity must be in existence at the time the relevant ordinance(s) were adopted or amended. A nonconformity can be established through photographs, maps and drawings, and written statements describing the nonconforming use at the time it became nonconforming. **In the case of a transient occupancy use, annual nonconformity must be proven through the following methods: documentation of a previous tax bill showing income from the property providing transient occupancy, or signed contracts indicating the dates in which the transient occupancy use occurred.**

(b) A certificate of nonconformity shall describe the nonconforming land uses, structures, signs, and/or lots or parcels in sufficient detail so that a reasonable person can determine how the nonconformity is not in compliance with present or previous land development regulations. A map with drawings, with the location, height and size of structures and signs, and the area of the nonconformity shall be attached to the certificate.

(c) The City may rely on the description and/or map of a nonconformity in a certificate of nonconformity in determining whether a nonconformity has been discontinued, destroyed, changed or expanded.

(d) A Certificate of Nonconformity shall not entitle a property owner the re-establishment of a nonconforming use or reconstruction of a nonconforming structure.

However, it shall serve as a base line record of the nonconformity when a property owner is requesting to reconstruct or re-establish a nonconformity.

CONCLUSION/RECOMMENDATION

In conclusion, planning staff recommends that Planning Commission recommend the proposed amendments to City Commission.

CITY OF SANDUSKY, OHIO
DEPARTMENT OF DEVELOPMENT
DIVISION OF PLANNING

**Planning Commission recommendation to
Ordinance amendments to Sections 1107.01, 1129.06,
1133.05, 1133.08, 1137.03, 1137.04
1151.08 regarding transient rental**

Date of Report: April 12, 2017

Report Author: Casey Sparks, Assistant Planner



City of Sandusky, Ohio City Commission Report

PLANNING COMMISSION RECOMENDATION

Item for Consideration: Amending Sections 1107.01, 1129.06, 1133.05, 1133.08, 1137.03, 1137.04, 1151.08

1107.01 DEFINITIONS

~~1107.01(h)(11) “Non-transient” means a period of not less than 365 days.~~

~~1107.01 (h) 12) “Transient occupancy” means occupancy when it is the intention of the parties that the occupancy will be temporary. There is a rebuttable presumption that, when the dwelling unit occupied is not the sole residence of the guest, the occupancy is transient.~~

1107.01 DEFINITIONS (h) (12) “Transient occupancy” means occupancy when it is the intention of a party to occupy a dwelling unit for a period of less than 30 days.

1129.06 ACCESSORY USES.

~~(f) Agricultural Uses. The raising for use or sale of fruits, vegetables or bursary stock and the keeping of dogs are permitted in residential districts, provided that more than 4 dogs more than 3 months old may be kept only in structures or enclosures not less than 50 feet from any adjoining residential lot and on a lot not less than 12,000 square feet in area.~~

(f) Transient Occupancy Overlay District: The renting from a resident family to other individuals for the purposes of transient occupancy is permitted within an approved transient occupancy overlay districts.

1. Establishment of a Transient Overlay District

(a) Initiation of Change:

Whenever deemed appropriate and in the interest of the general welfare of the city, the City Commission or Planning Commission may initiate a Transient Overlay District. The overlay district shall be created to spur investment in a declining geographic area with the goal of increasing property values and maintenance of homes in areas that are close proximity to commercial and retail areas.

(b) Action of Planning Commission:

The Planning Commission shall hold a public hearing.. The time, place, and purpose of the hearing shall be given by both of the following methods:

1. Publication at least once in a newspaper of general circulation in the City at least fifteen (15) days prior to the date of the hearing;

2. A printed notice, not less than ten (10) days prior to the date of the hearing, sent to the owners of all property as shown upon the records of the County Recorder within three hundred (300) feet of the area proposed to be changed.
3. The Planning Commission shall forward their recommendation to the legislative body.

(c) Action by the Legislative Body:

1. After the above recommendation is received, the City Commission shall set a date for a public hearing. In a newspaper of general circulation in the City, notice of the time and place of the meeting shall be given at least (30) days prior to the meeting. During the thirty (30) day period, the text or copy of the text of the ordinance, map of the proposed district boundaries and report submitted by the Planning Commission shall be on file, for public examination, in the office of the Clerk of the Planning Commission.
2. After the hearing, the legislative body may approve in whole or in part by majority vote of its entire membership the recommendation submitted by the Planning Commission. The legislative body may disapprove or modify the recommendations by Planning Commission by a vote of not less than three- fourths of its entire membership.

(g) Agricultural Uses. The raising for use or sale of fruits, vegetables or bursary stock and the keeping of dogs are permitted in residential districts, provided that more than 4 dogs more than 3 months old may be kept only in structures or enclosures not less than 50 feet from any adjoining residential lot and on a lot not less than 12,000 square feet in area.

1133.05 PERMITTED BUILDINGS AND USES; ROADSIDE BUSINESS DISTRICT.

(a) Main Buildings and Uses.

- (1) All stores, services, dwellings, and other uses permitted in Local Business Districts;
- (2) Additional retail business stores and services conducted wholly within enclosed buildings, or adjoining and operated in connection with an establishment in an enclosed building to the following extent:
 - A. The sale and serving of all beverages, and eating places of all types permitting dancing and live entertainment. Conditional use permits shall be obtained by places selling or serving alcoholic beverages, and by all drive-in establishments;
 - B. Motels, hotels; fraternal and social clubs, and labor union halls;
 - C. Automotive services, repair or service garages, and buildings for the sale of new and second-hand motor vehicles. The parking of vehicles with or without a fee, the sale of gasoline and oil, and the sale of motor vehicles may be permitted on an open lot, providing all requirements for front yards in the Business District as set forth in the Zoning Code are met;
 - D. The sale of boats and other marine supplies; motorcycles, bicycle shops; sports and athletic equipment; pet shops;

E. Amusement and recreational services, such as assembly and meeting halls, billiard halls, bowling alleys, dance halls, indoor theaters, skating rinks, and other social, sports, or recreation establishments, provided the services are conducted within a building, sufficiently sound-insulated to confine the noise to the premises;

F. Nursery stock, monuments, garden equipment, supplies, and garden furniture may be sold on an open lot, provided the operation is in connection with an established related business conducted within a building not more than 150 feet therefrom, and provided goods are not sold, displayed, or stored in a required yard;

(3) Microbrewery.

(4) **Transient Occupancy**

1133.08 PERMITTED BUILDINGS AND USES; DOWNTOWN BUSINESS DISTRICT.

(a) Main Buildings and Uses.

(1) Single, two and multi-family residential uses above the first floor.

(2) All stores and services permitted in the General Business District;

(3) Public uses as follows and as defined in Section 1123.02: governmental, civic, education, religious, recreational and transportation.

(4) **Transient Occupancy**

1137.03 PERMITTED BUILDINGS AND USES, COMMERCIAL RECREATION DISTRICTS.

(a) Main Buildings and Uses.

(1) One- and two-family dwellings, boathouses, motels;

(2) The following amusement establishments, whether open or enclosed:

A. Beaches and swimming pools, with accessory bath houses and locker rooms;

B. Manufacturing, rental, repair, and storage of boats, marinas; sale of live bait for fishing;

C. Hunting and fishing clubs, shooting ranges;

D. Arenas, auditoriums;

E. Golf courses, driving ranges;

F. Riding academies, stables, race tracks;

G. Assembly and meeting halls, bowling alleys, dance halls, skating rinks.

H. All retail stores, services and offices as permitted in General Business Districts.

(b) Similar Main Uses. Any other recreational use not listed above or in any other use classification, and if determined as similar by the commission.

I. **Transient Occupancy**

1137.04 PERMITTED BUILDINGS AND USES, COMMERCIAL AMUSEMENT DISTRICT.

(a) Main Buildings and Uses.

(1) All buildings and uses permitted in and as regulated in Commercial Recreation Districts; provided, however, that no residential units shall be constructed or maintained except as may be clearly secondary or incidental to the principal uses contemplated and permitted under this section;

(2) The following amusement establishments, whether open or enclosed:

A. Ferris wheels, roller coasters, whips, merry-go-rounds, and other similar open midway attractions;

B. Freak shows, wax museums, dodgem scooters, and other semi- enclosed or enclosed midway attractions;

C. Open booths with games of skill or chance, including shooting galleries, penny arcades;

D. Public dance halls, skating rinks, indoor theaters;

(3) The following businesses and services, open or enclosed:

A. Hotels, motels, taverns, eating places; the sale, serving, and consumption of soft drinks and alcoholic beverages;

B. The sale of foods, drugs, gifts, sports equipment.

(4) Transient Occupancy

1151.08 CERTIFICATES OF NONCONFORMITY.

(a) (1) The Division of Planning shall issue a certificate of nonconformity for legally nonconforming uses and structures if the nonconformity is included in an inventory of nonconformities created by the City or upon application by the owner, if the owner can document in detail the extent of nonconforming land uses, structures, signs, and/or lots or parcels at the time the nonconformity was established.

(2) The inventory of nonconformities shall contain the detailed information that must be contained in a certificate. If there is no inventory, an owner of a nonconformity can obtain a certificate if he or she can establish the extent and nature of the nonconformity at the time it was established. The nonconformity must be in existence at the time the relevant ordinance(s) were adopted or amended. A nonconformity can be established through photographs, maps and drawings, and written statements describing the nonconforming use at the time it became nonconforming. **In the case of a transient occupancy use, annual nonconformity must be proven through the following methods: documentation of a previous tax bill showing income from the property providing transient occupancy, or signed contracts indicating the dates in which the transient occupancy use occurred.**

(b) A certificate of nonconformity shall describe the nonconforming land uses, structures, signs, and/or lots or parcels in sufficient detail so that a reasonable person can determine how the nonconformity is not in compliance with present or previous land development regulations. A map with drawings, with the location, height and size of structures and signs, and the area of the nonconformity shall be attached to the certificate.

(c) The City may rely on the description and/or map of a nonconformity in a certificate of nonconformity in determining whether a nonconformity has been discontinued, destroyed, changed or expanded.

(d) A Certificate of Nonconformity shall not entitle a property owner the re-establishment of a nonconforming use or reconstruction of a nonconforming structure.

However, it shall serve as a base line record of the nonconformity when a property owner is requesting to reconstruct or re-establish a nonconformity.

Planning Commission
Special Meeting Minutes
"Draft"
March 8, 2017
Minutes

Chairman Mears called the meeting to order at 4:31 PM. The following members were present: Mr. David Miller, 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. Justin Harris represented the Law Department and Debi Eversole, Clerk from Community Development. Commissioner Lloyd and Commissioner Brady were also in attendance. Mr. Ned Bromm and Mr. Jim Jackson were excused.

There were five Commissioner Members present.

Chairman Mears opened the meeting stating that the special session was called to discuss proposed amendments to Sections 1129.06, 1133.04, 1133.05, 1133.06, 1137.03, 1137.04 and 1151.08.

Ms. Sparks presented that the proposed zoning amendments are all involving the Transient Occupancy section of the zoning code. Currently, transient rental is illegal in residentially zoned areas, but permitted in most commercial and business districts. There are, however, legal nonconforming properties within residentially zoned areas allowed to rent to transient occupants by virtue of an August 21, 2012 Judgment Entry issued by Judge Tone. This Judgment Entry did not preclude the City from "regulating" transient rental. A municipality has the power to create ordinances for the protection of health, safety and welfare. City staff would like to introduce transient rental legislation to assist in the protection of health, safety and welfare of the transient occupants and the surrounding property owners.

Staff recommended to continue to make transient rental "illegal" in residentially zoned areas, with the exception of area(s) possibly designated in the future as "transient overlay districts". Staff also recommended to adopt transient rental regulatory legislation that will require the following:

- Registration
- Inspection
- Enforcement
- Taxation

Planning Commission has privity over the Zoning Code. The four items above will not be included in the Zoning Code Amendments. They will be modified and amended through our Codified Ordinances.

The Proposed Zoning Amendments:

- Changing the definition of Transient Occupancy and creating Transient Overlay Districts
- Create a process, criteria and public notice for a Transient Occupancy Overlay District, which may be created in the future
- Inserting the use "Transient Occupancy" within districts, in which they are already permitted. Primarily the Commercial and Business Districts
- Specifying acceptable documentation to confirm or maintain legal nonconforming status

Current and Proposed Definitions:

- Current Definition: "Non-transient" means a period of not less than 365 days
- Current Definition: "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary. There is a rebuttable presumption that, when the dwelling unit occupied is not the sole residence of the guest, the occupancy is transient
- Proposed Definition: "Transient Occupancy" means occupancy when it is the intention of a party to occupy a dwelling unit for a period of less than 30 days
- Proposed Definition: "Transient Occupancy Overlay District" means the renting from a resident family to other individuals for the purposes of transient occupancy is permitted within an approved transient occupancy overlay districts

A transient overlay district is a layer of zoning that would permit transient rental use in addition to all uses permitted in the underlying (existing) zoning.

Considerations for an Overlay District:

- The City would initiate an overlay district. The City may consider, overtime, area(s) that may benefit from transient rental
- Possible Factors to consider:
 - Proximity to business and commercial districts (i.e., downtown)
 - Declining Housing Stock
 - Declining Housing Values
 - High Rental Percentage
- Reason to initiate an overlay district would be to spur investment in a declining geographic area with the goal of increasing property values and maintenance of homes in areas that are in close proximity to commercial and retail areas

Process for an Overlay District:

- Planning Commission or City Commission could initiate the amendment
- Planning Commission shall hold a public hearing and make recommendation to City Commission
- City Commission shall hold a public hearing and vote on the proposed overlay district

Commercial and Business Districts:

- The current code does not list transient occupancy within certain permitted business and commercial districts. Staff would propose listing this use under the following districts.
 - RB Roadside Business
 - GB General Business
 - DBD Downtown Business
 - CR Commercial Recreation
 - CA Commercial Amusement
- Each of these districts permit hotel and lodging, as such transient occupancy is permitted.

Legal Nonconforming Status:

- To confirm or maintain legal nonconforming status the following document will be accepted:
 - Previous tax bill showing income from property providing transient occupancy
 - Signed contracts indicating the dates in which the transient occupancy use occurred

Mr. Harris stated that depending on Planning Commission's decision at tonight's meeting, there will be proposed legislation presented at City Commission. If the Public Hearing is set in Monday's City Commission meeting, the legislation will be presented on April 24, 2017. He invited anyone interested to participate in the City Commission meeting on April 24, 2017.

Audience Comments:

Erlene Tersek, 119 Greenbriar asked for clarification that if someone rents for more than 30 days, but less than 365 days, example 6 months, would they have to pay the \$500.00 rental registration and be inspected. Mr. Harris stated that the new definition of "transient occupancy" would state that anything over 30 days would not be considered transient. They would have to register as a rental property and pay registration fees.

Mary Mischler, 172 E. Market St asked about the legal nonconforming status and what it would take to get that status. Could a renter use guest books to confirm that they have rented since 2010? Ms. Sparks stated that in the past, guest books were accepted. The proposed amendment would require a signed contract. Current legal nonconforming status would be needed if you are renting in a residential area. She then asked that since there is no law in place, could she bring in her guest books dating back to 2010 and be grandfathered in to a nonconforming status. Mr. Harris stated that there is no clear definition of what can be accepted at this time and current cases are being handled on case by case basis. The purpose of developing legislation is to establish uniformity for legal nonconforming cases. The best measure to prove that someone has legal nonconforming status is their tax returns.

Ms. Mischler also asked Staff about the factors that they considered for the overlay districts, specifically increased home values. Ms. Sparks stated that the increase in value is only one of the elements in creating an overlay district. The other factors include if there is a current decline in housing stock, if it's in close proximity to commercial or retail or improve a neighborhood in a whole. Ms. Mischler stated that she loves the City of Sandusky and would love to invest more money into the city but because of the current regulations, she invested in Huron. She feels that for every one complaint on a VRBO property, you would probably find 50 that run with no complaints.

Chris Romick, 172 E. Market St asked if complaints were public record where someone could see what the complaints stated. Ms. Sparks stated that yes, these would be public record, which came to Community Development. He stated that he tried to print a report through the Police Department that showed where the Police were dispatched and for what reason. This report was for May 2016 through September 2016. He stated that there were 4 calls to Lane D, and 1 call to Cedar Point Rd. With the exception of one call reporting a loud group of people, he could not find any complaints regarding transient rental. Mr. Harris responded that complaints are not necessarily through the Police Department. Any complaint regarding legal use of property comes to Community Development, either Planning or Code Enforcement

Divisions. Mr. Romick asked what a person that rents his home for 5 days does differently than a person that rents for 31 days. Are they doing anything other than a person that resides there? He feels like it's starting to boil down to the neighbors don't want particular people to stay next to them.

Lloyd Fitzenbarger, 454 Millpond Dr. stated that he feels it is a mistake to not allow transient rental in our area. We are a tourist community and good people want to come here and spend money. The money spent fixing up rental properties is spent in our community and the tax dollars go to our community. If it's a matter of nuisance complaints, we have laws governing noise, trash, parking, etc.

Ms. Byington stated that the purpose of this meeting today is a step towards allowing transient rental. It is currently only allowed in Commercial and Business Districts. The proposal today is to have sections of the city that would permit transient rental. Due to past opposition, it would very difficult to propose allowing city wide transient rental in residential neighborhoods.

Erlene Tersek agreed with Ms. Byington stating that she understands that the City is not trying to disallow transient rental, but to start allowing it in certain districts. She added that there are some property owners that will screen their renters and take their neighbors into consideration and others that will not.

Valerie Parker, 1021 Cedar Point Rd stated that she heard examples of reasons against transient rental tonight that discriminated against who is next door to you or in your neighborhood. She stated that is not her concern. She answered the question of what is the difference between 1 night stay and 30 or more day's rental. She stated that the 1 or 2 night rentals can be a constant party, all day, every day. She added that they come in with large groups of people with cars everywhere and that is disruptive if you are in your quiet home. If someone is renting for 365 days, this won't happen as often. There is trash and debris left over everywhere. There is a hazard for safety vehicles to get down Cedar Point Road because there are cars parked everywhere. She likes that the city is trying regulate this.

Doug Ebner, Cedar Point Road stated that Ms. Parker previously rented a house that he owns on Cedar Point Rd. He added that we are a destination city and that Sandusky counts on the tourism. He would not consider Cedar Point Road a neighborhood, like other communities within the city. He stated that the renting was going on prior to some of the purchases and that the people should have considered the fact before they purchases.

Mary Mischler, 172 E. Market Street stated that she can appreciate the concern of having multiple cars come in and out and having parties every night. She has not witnessed that, but she feels that any short term renter will spend most of their time at Cedar Point or surrounding attractions. She doesn't see a difference in having short term renters having a party and property owners having a graduation party. She has rented to Attorney General Mike DeWine and feels that if he is for short term rentals, why is the City of Sandusky not? She also wondered how and who determines the zoning for overlay districts. Ms. Sparks stated that there is no area at this time and that this meeting is to attempt to set the criteria for overlay districts. Mr. Harris stated that there is a passion for either side of the issue and that it is already illegal for short term renting within residential neighborhoods. What we are trying to accomplish is to provide a better definition for transient occupancy. What we are presenting to

Planning Commission is that if they were to adopt the definition 1107.01 (g12) "Transient Occupancy", staff would also recommend the repeal of 1107.01 (g11) "Non-Transient Rental" because they would only contradict each other.

Valerie Parker responded to Mr. Ebner's comment that she had rented one of his properties. She rented in December for her children to come visit. She clarified that there is a difference between the middle of summer and the middle of December. Summer, there are bonfires, trash, water toys that may cause disturbance for the neighbors. She stated that she does not disagree with transient rental all together, just when it causes a disturbance in the neighborhood.

Doug Ebner stated that he is in full agreement with rules and regulations. The City laws are in place for noise and disturbance complaints. It is not his intent to disrespect his full-time neighbors. He purchased 3 of his properties on Cedar Point Road out of foreclosure so he is doing the city a service within the economy.

Mr. Zuilhof stated that he feels that this session helped with understanding that staff is trying to make it possible allow transient rentals in certain areas and not prevent these uses. He stated that his concern is how staff will implement this overlay district going forward for example deciding what areas are permitted and what areas are not permitted Mr. Zuilhof does understand the value of allowing in certain declining neighborhoods to increase value to the area, solve land use problem, and solve an economic development problem.

Mr. Poole stated that zoning exists to ensure that compatible uses are in locations that don't create problems. He understands that in residential neighborhoods, there are rules put into place so that the property owners know what to expect. What the overlay district allows the city to identify places where transient rental will not be a problem.

Mr. Miller stated that he understands that this is more permissive than what is currently in place but wonders as we move forward, how the overlay districts will be regulated and how will individual cases be handled.

Mr. McGory stated that in everything that he has heard today, nobody is wrong and everybody was right in what they had to say. He stated that there are two types of transient rental. On the one hand, there are people that want to experience the area and will not have the big parties or excessive guests parking everywhere. And, there are others that will take advantage of the outside fun. This could be a nuisance to permanent residents. The hard decision is finding something that would be right for everyone.

Mr. Zuilhof stated that one of the points that was missed in the past is that there are two different situations to consider: Should someone be allowed short term use according to the zoning codes regarding peaceful use of the property, number of occupants, etc. Or, will the people renting be using the property for a party/party hall or venue for any celebration, for example a wedding reception. This use is an entirely different situation which would fall into a commercial use, not a residential use.

He added the concern about property rights and how people feel that any restriction on their property is unconstitutional. The city has the right to protect the neighbor's rights that pertain to the different zoning codes.

Mr. Poole asked if all of the amendments needed to be addressed in separate motions. Mr. Harris stated that any motion could have amendments to the definitions. Mr. Poole stated that he moved to adopt section 1151.08 as written, but excluding the last line which states "signed contracts indicating the dates which transient occupancy occurred". With no second to the motion, the motion died.

Mr. Miller moved to accept all of staff's recommendations, including the repeal of 1107.01 (g11) as it conflicts with the new definition of 1107.01 (g12). Mr. McGory seconded the motion. The motion carried with a unanimous vote.

Ms. Sparks informed the Commission that there is a regular scheduled meeting on Thursday March 22, 2017.

Chairman Mears adjourned the meeting at 5:45PM.

APPROVED:

Debi Eversole, Clerk


John Mears, Chairman



Department of Planning and Development

April 12, 2017

Planning Commission recommends approval for the proposed zoning amendments to Sections 1107.01, 1129.06, 1133.04, 1133.05, 1137.03, 1137.04, 1151.08 of the Planning & Zoning Code regarding transient rental.



Mike Zuilhof
Planning Commission Chair

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART ELEVEN (PLANNING AND ZONING CODE), TITLE ONE (ZONING ADMINISTRATION), CHAPTER 1107 (DEFINITIONS), TITLE THREE (ZONING DISTRICTS AND REGULATIONS), CHAPTER 1129 (RESIDENTIAL DISTRICTS), CHAPTER 1133 (BUSINESS DISTRICTS), AND CHAPTER 1137 (COMMERCIAL DISTRICTS), TITLE FIVE (ADDITIONAL ZONING REQUIREMENTS), CHAPTER 1151 (NONCONFORMING STRUCTURES AND USES), AND PART THIRTEEN (BUILDING CODE), TITLE FIVE (ADDITIONAL LOCAL PROVISIONS), CHAPTER 1341 (ENVIRONMENTAL HEALTH HOUSING CODE), BY THE ADDITION OF NEW SECTION 1341.32 (TRANSIENT RENTAL PROPERTY REGULATION), OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, the purpose and intent of these amendments is to regulate the health, safety and wellness of the public, including the owners, occupants, and neighboring property owners of properties being utilized for transient occupancy within the City; and

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

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

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

Section 1. Part Eleven (Planning and Zoning Code), Title One (Zoning Administration), Chapter 1107 (Definitions), Section 1107.01(h), of the Codified Ordinances of the City is hereby amended as follows:

1107.01 DEFINITIONS.

For purposes of this chapter, the following words and phrases shall have the following meanings ascribed to them respectively.

- (h) Dwellings and other living accommodations.
 - (1) "Dwelling unit" means space, within a dwelling, comprising living, dining, and sleeping room or rooms, storage closets, as well as space and equipment for bathing and toilet facilities, all used by only one family.
 - (2) "Dwelling" means a building occupied exclusively for non-transient residential use (including one-family, two-family, or multi-family buildings).
 - (3) "One-family dwelling" means a building consisting of one dwelling unit only, detached or separated from other dwelling units by open spaces.
 - (4) "Two-family dwelling" means a building consisting of 2 dwelling units which are either attached side by side or one above the other, and each unit having either a separate or combined entrance or entrances (including duplex and flats).

- (5) "Multi-family dwelling" means a building consisting of 3 or more dwelling units with varying arrangements of entrances and party walls (including apartment house, apartment hotel, and row house).
- A. "Row house" means a multi-family dwelling comprising dwelling units attached in a row or group, having party walls, and each unit having at least one separate outside entrance.
- B. "Apartment building" means a multi-family dwelling comprising 3 or more dwelling units (apartments), arranged side by side or one above the other, and each unit having a separate entrance or entrances connected to a common outside entrance or entrances.
- C. "Apartment hotel" means a unit similar to an apartment house, except that the unit may be used for more or less transient occupancy.
- (6) "Accessory living accommodations" means a building, or part thereof, used solely as accommodations for occupants, personal guests, or persons employed on the premises, or nonpaying transients, and in which no cooking or similar housekeeping equipment is provide.
- (7) "Rooming house" means a building operated by a resident family, accommodating for compensation 3 through 10 persons.
- (8) "Tourist house" means a one-family dwelling, operated by a resident family, in which only overnight guests are lodged for compensation.
- (9) "Hotel" means a building containing living and sleeping accommodations (excluding cooking facilities within the rental unit) for transient occupancy, and having a common entrance or entrances.
- (10) "Motel" means a building or buildings (detached or semidetached) having separate outside entrance or entrances, and containing accommodations for compensation for automobile travelers and vacationers.
- ~~(11) "Non-transient" means a period of not less than 365 days.~~
- (112) "Transient occupancy" means to use, occupy or possess, or the use, occupancy, or possession of a dwelling or other living accommodation for a period of 30 consecutive calendar days or less. occupancy when it is the intention of the parties that the occupancy will be temporary. There is a rebuttable presumption that, when the dwelling unit occupied is not the sole residence of the guest, the occupancy is transient.**

~~(Ord. 15-201. Passed 12-28-15.)~~

Section 2. Part Eleven (Planning and Zoning Code), Title Three (Zoning Districts and Regulations), Chapter 1129 (Residential Districts), Section 1129.06 (Accessory Uses), of the Codified Ordinances of the City be amended by the addition of new subsection 1129.06(g) as follows:

1129.06 ACCESSORY USES.

(g) Transient Occupancy Overlay District. The renting from a resident family to other individuals for the purposes of transient occupancy is permitted within an approved Transient Occupancy Overlay District.

(1) Establishment of a Transient Occupancy Overlay District.

A. Initiation of Change:

Whenever deemed appropriate and in the interest of the general welfare of the city, the City Commission or Planning Commission may initiate a Transient Occupancy Overlay District. The overlay district shall be created to spur investment in a declining geographic area with the goal of increasing property values and maintenance of homes in areas that are close in proximity to commercial and retail areas.

B. Action of Planning Commission:

The Planning Commission shall hold a public hearing. The time, place, and purpose of the hearing shall be given by both of the following methods:

1. Publication at least once in a newspaper of general circulation in the City at least fifteen (15) days prior to the date of the hearing;
2. A printed notice, not less than ten (10) days prior to the date of the hearing, sent to the owners of all property as shown upon the records of the County Recorder within three hundred (300) feet of the area proposed to be changed; and
3. The Planning Commission shall forward their recommendation to the legislative body.

C. Action by the Legislative Body:

1. After the above recommendation is received, the City Commission shall set a date for a public hearing. In a newspaper of general circulation in the City, notice of the time and place of the meeting shall be given at least (30) days prior to the meeting. During the thirty (30) day period, the text or copy of the text of the ordinance, map of the proposed district boundaries and report submitted by the Planning Commission shall be on file, for public examination, in the office of the Clerk of the Planning Commission.
2. After the hearing, the legislative body may approve in whole or in part by majority vote of its entire membership the recommendation submitted by the Planning Commission. The legislative body may disapprove or modify the recommendations by Planning Commission by a vote of not less than three-fourths of its entire membership.

~~(1980 Code 151.14)~~

Section 3. Part Eleven (Planning and Zoning Code), Title Three (Zoning Districts and Regulations), Chapter 1133 (Business Districts), Sections 1133.05 (Permitted Buildings and

Uses; Roadside Business District), and Section 1133.08 (Permitted Buildings and Uses; Downtown Business District, of the Codified Ordinances of the City are hereby amended as follows:

1133.05 PERMITTED BUILDINGS AND USES; ROADSIDE BUSINESS DISTRICT.

(a) Main Buildings and Uses.

- (1) All stores, services, dwellings, and other uses permitted in Local Business Districts;
- (2) Additional retail business stores and services conducted wholly within enclosed buildings, or adjoining and operated in connection with an establishment in an enclosed building to the following extent:
 - A. The sale and serving of all beverages, and eating places of all types permitting dancing and live entertainment. Conditional use permits shall be obtained by places selling or serving alcoholic beverages, and by all drive-in establishments;
 - B. Motels, hotels; fraternal and social clubs, and labor union halls;
 - C. Automotive services, repair or service garages, and buildings for the sale of new and second-hand motor vehicles. The parking of vehicles with or without a fee, the sale of gasoline and oil, and the sale of motor vehicles may be permitted on an open lot, providing all requirements for front yards in the Business District as set forth in the Zoning Code are met;
 - D. The sale of boats and other marine supplies; motorcycles, bicycle shops; sports and athletic equipment; pet shops;
 - E. Amusement and recreational services, such as assembly and meeting halls, billiard halls, bowling alleys, dance halls, indoor theaters, skating rinks, and other social, sports, or recreation establishments, provided the services are conducted within a building, sufficiently sound-insulated to confine the noise to the premises;
 - F. Nursery stock, monuments, garden equipment, supplies, and garden furniture may be sold on an open lot, provided the operation is in connection with an established related business conducted within a building not more than 150 feet therefrom, and provided goods are not sold, displayed, or stored in a required yard;

(3) Microbrewery.

(4) Transient Occupancy.

(b) Similar Main Uses. Any other business store, shop, or service not listed above or in any subsequent use classification, and determined as similar by the Commission.

(c) Accessory Buildings or Uses.

- (1) Accessory off-street parking and loading facilities as required and set forth in Chapter 1149;
- (2) Any accessory use, such as the storage of goods and processing operations clearly incident to the conduct of a retail business or service

establishment permitted as main uses, provided the use has no injurious effect on adjoining residential districts.

~~(Ord. 15-201. Passed 12-28-15.)~~

1133.08 PERMITTED BUILDINGS AND USES; DOWNTOWN BUSINESS DISTRICT.

(a) Main Buildings and Uses.

- (1) Single, two and multi-family residential uses above the first floor.
- (2) All stores and services permitted in the General Business District;
- (3) Public uses as follows and as defined in Section 1123.02: governmental, civic, education, religious, recreational and transportation.
- (4) Transient Occupancy.**

(b) Similar Main Uses. Any other business, service or recreation activity not listed above or in any subsequent use classification and determined as similar by the Commission.

(c) Conditional Uses Permitted: Outdoor recreational facilities such as beaches, waterparks, amphitheaters, marinas, swimming pools, etc.

(d) Accessory Buildings or Uses:

- (1) Accessory off-street parking and loading facilities as required and set forth in Chapter 1149;
- (2) Any accessory use and building clearly incident to the conduct of a permitted main use, providing the use has no injurious effect on adjoining residential districts.

~~(Ord. 04-057. Passed 1-12-04.)~~

Section 4. Part Eleven (Planning and Zoning Code), Title Three (Zoning Districts and Regulations), Chapter 1137 (Commercial Districts), of the Codified Ordinances of the City is hereby amended as follows:

1137.03 PERMITTED BUILDINGS AND USES, COMMERCIAL RECREATION DISTRICTS.

(a) Main Buildings and Uses.

- (1) One- and two-family dwellings, boathouses, motels;
- (2) The following amusement establishments, whether open or enclosed:
 - A. Beaches and swimming pools, with accessory bath houses and locker rooms;
 - B. Manufacturing, rental, repair, and storage of boats, marinas; sale of live bait for fishing;
 - C. Hunting and fishing clubs, shooting ranges;
 - D. Arenas, auditoriums;
 - E. Golf courses, driving ranges;
 - F. Riding academies, stables, race tracks;
 - G. Assembly and meeting halls, bowling alleys, dance halls, skating rinks.

- H. All retail stores, services and offices as permitted in General Business Districts.
- I. **Transient Occupancy.**

(b) Similar Main Uses. Any other recreational use not listed above or in any other use classification, and if determined as similar by the commission.

(c) Accessory Buildings or Uses.

- (1) Accessory off-street parking facilities as regulated and set forth in Chapter 1149;
- (2) Eating places, sales of equipment or accessories, living quarters, maintenance facilities for caretakers, and any accessory use customarily incident to a permitted main use, provided the use has no injurious effect on adjoining residential districts.

~~(1980 Code 151.63)~~

1137.04 PERMITTED BUILDINGS AND USES, COMMERCIAL AMUSEMENT DISTRICT.

(a) Main Buildings and Uses.

- (1) All buildings and uses permitted in and as regulated in Commercial Recreation Districts; provided, however, that no residential units shall be constructed or maintained except as may be clearly secondary or incidental to the principal uses contemplated and permitted under this section;
- (2) The following amusement establishments, whether open or enclosed:
 - A. Ferris wheels, roller coasters, whips, merry-go-rounds, and other similar open midway attractions;
 - B. Freak shows, wax museums, dodgem scooters, and other semi-enclosed or enclosed midway attractions;
 - C. Open booths with games of skill or chance, including shooting galleries, penny arcades;
 - D. Public dance halls, skating rinks, indoor theaters;
- (3) The following businesses and services, open or enclosed:
 - A. Hotels, motels, taverns, eating places; the sale, serving, and consumption of soft drinks and alcoholic beverages;
 - B. The sale of foods, drugs, gifts, sports equipment.

(4) Transient Occupancy.

(b) Similar Main Uses. Any other amusement not listed above or in any other use classification, and determined as similar by the Commission.

(c) Accessory Buildings and Uses.

- (1) Accessory off-street parking facilities as regulated and set forth in Chapter 1149;
- (2) Living quarters for caretakers, maintenance facilities, and other accessory uses customarily incident to a permitted main use, providing the uses have no injurious effect on adjoining residential districts.

~~(1980 Code 151.64)~~

Section 5. Part Eleven (Planning and Zoning Code), Title Five (Additional Zoning

Requirements), Chapter 1151 (Nonconforming Structures and Uses), Section 1151.08 (Certificates of Nonconformity), of the Codified Ordinances of the City is hereby amended as follows:

1151.08 CERTIFICATES OF NONCONFORMITY.

- (a) (1) The Division of Planning shall issue a certificate of nonconformity for legally nonconforming uses and structures if the nonconformity is included in an inventory of nonconformities created by the City or upon application by the owner, if the owner can document in detail the extent of nonconforming land uses, structures, signs, and/or lots or parcels at the time the nonconformity was established.
- (2) The inventory of nonconformities shall contain the detailed information that must be contained in a certificate. If there is no inventory, an owner of a nonconformity can obtain a certificate if he or she can establish the extent and nature of the nonconformity at the time it was established. The nonconformity must be in existence at the time the relevant ordinance(s) were adopted or amended. A nonconformity can be established through photographs, maps and drawings, and written statements describing the nonconforming use at the time it became nonconforming. **In the case of a transient occupancy use, annual nonconformity must be proven through the following methods: documentation of the previous years' Federal tax return and State tax return showing income from the property providing transient occupancy and executed rental agreements from the previous year.**
- (b) A certificate of nonconformity shall describe the nonconforming land uses, structures, signs, and/or lots or parcels in sufficient detail so that a reasonable person can determine how the nonconformity is not in compliance with present or previous land development regulations. A map with drawings, with the location, height and size of structures and signs, and the area of the nonconformity shall be attached to the certificate.
- (c) The City may rely on the description and/or map of a nonconformity in a certificate of nonconformity in determining whether a nonconformity has been discontinued, destroyed, changed or expanded.
- (d) A Certificate of Nonconformity shall not entitle a property owner the re-establishment of a nonconforming use or reconstruction of a nonconforming structure. However, it shall serve as a base line record of the nonconformity when a property owner is requesting to reconstruct or re-establish a nonconformity.
(~~Ord. 02-191. Passed 12-9-02.~~)

Section 6. Part Thirteen (Building Code), Title Five (Additional Local Provisions), Chapter 1341 (Environmental Health Housing Code), of the Codified Ordinances of the City be amended by the addition of New Section 1341.32 (Transient Rental Property Regulation) as follows:

1341.32 TRANSIENT RENTAL PROPERTY REGULATION

(a) Purpose and intent.

The purpose and intent of this section is to regulate the health, safety and wellness of the public, including the owners, occupants, and neighboring property owners of properties being utilized for transient occupancy within the City.

(b) Definitions.

- (1) "Transient occupancy" means to use, occupy or possess, or the use, occupancy, or possession of a dwelling or other living accommodation as defined by Sandusky City Code 1107.01(h) for a period of 30 consecutive calendar days or less.
- (2) "Transient rental" means the renting, letting, subletting, leasing or subleasing of a dwelling for a period of 30 consecutive calendar days or less.

(c) Department of Community Development, Code Enforcement Division.

- (1) The Code Enforcement Division shall maintain a registry of individuals offering transient rentals and maintaining essential records on licensed transient rentals.
- (2) Monitor transient rentals for compliance with building codes, health codes, and provisions of this section.
- (3) Inspect the interior and exterior of the dwelling to be used as a transient rental upon submission of a transient rental permit application.
- (4) Investigate suspected violations of this section.
- (5) Refer suspected violations of the fire, health, building, or tax codes, zoning regulations, or other laws regarding transient rentals to the appropriate City department or the appropriate governmental agency.

(d) Transient rental permit application

- (1) Each operator of a dwelling being used for transient occupancy must apply to the Code Enforcement Division for an annual permit which expires on December 31st of the year the permit is issued, and pay a fee of \$500.00 per dwelling annually.
- (2) To obtain a permit, the owner of a dwelling intended on being used for transient occupancy must apply for a permit on a form approved by the Director of Development, which will include the following:
 - A. A certification from the Director of Development that the dwelling is not subject to outstanding City Code or State law violations;
 - B. The name, street address, mailing address, and telephone number of the owner of the dwelling to be used for transient occupancy purposes;
 - C. If the owner does not reside within the City of Sandusky, the name, street address, mailing address, and telephone number of a local contact;
 - D. The street address of the dwelling to be used for transient occupancy purposes;
 - E. A floor plan of the dwelling showing number of bedrooms, points of ingress/egress, basement rooms, points of exits, and locations of smoke alarms, as well as a parking plan;
 - F. Proof of property insurance;

- G. Proof of payment of all applicable taxes, including real estate taxes, due as of the date of submission of the application; and
 - H. Any other information requested by the Director of Development necessary to protect the health, safety, and welfare of the City of Sandusky.
- (3) Prior to receiving a transient occupancy permit, the person applying for the permit shall have an internal and external inspection of the dwelling by the Code Enforcement Division.
 - (4) No person shall receive a transient occupancy permit at a dwelling unless the dwelling passes inspections, which demonstrates that:
 - A. The dwelling and any common spaces in the dwelling meet health, fire, and building code standards for the type of dwelling which the unit is located;
 - B. The unit meets any other requirements, which the Code Enforcement Division shall deem necessary to ensure the health and safety of visitors during transient occupancy.
 - (5) No owner of a dwelling in any Residential Zoned area shall be able to apply for a transient rental permit, unless the City of Sandusky Planning and Zoning Department has determined that the dwelling has been legally provided a legal non-conforming status as transient rental property or the dwelling is located in a Transient Occupancy Overlay District.
 - (6) The permit shall be valid from the date of issuance and may be subject to a one-time extension of thirty (30) days at the discretion of the Director of Development. All permits expire on December 31st of the year of issuance. If it is found that the operator has been using the dwelling for transient purposes without a permit, there shall be a one year waiting period from the date of such finding for the dwelling to become eligible to apply for a transient rental permit.
- (e) Transient rental health and safety regulations.
- (1) The maximum number of persons who may occupy the dwelling overnight during a transient occupancy shall be limited to two (2) persons per bedroom, plus three (3) additional persons per dwelling in a dwelling located in a residentially zoned area. The overnight occupancy limit of dwellings located in areas other than residentially zoned areas shall be determined on a case by case basis by the Code Enforcement Division at the time a permit application is submitted.
 - (2) Only one open rental agreement per dwelling is permitted at a time for the purposes of transient occupancy.
 - (3) The owner of a dwelling being utilized for transient occupancy must maintain a copy of all rental agreements for the dwelling being used for transient occupancy for a period of twenty-four (24) months, and provides said agreements to City for inspection upon request.
 - (4) The dwelling being utilized for transient occupancy must have an off-street parking plan approved by the Planning and Zoning Department.

- (5) No transient rental dwelling shall allow overnight on-street parking, unless approved prior to the issuance of a permit by the Planning and Zoning Department.
 - (6) A property being utilized as a transient rental shall visibly display a transient occupancy permit outside the main entry of the property.
 - (7) The registered owner or local contact for the transient rental shall be within a one-hour arrival of the transient rental unit while the transient rental is being occupied.
 - (8) No person shall sell food to a transient guest while the guest uses the property unless such person has obtained food safety permits.
 - (9) No person shall sell or provide alcoholic beverages to any transient guest while the guest uses the dwelling unless such person obtains an appropriate license from the State of Ohio.
 - (10) No person shall be allowed to transient rent a dwelling that is in violation of the City of Sandusky's health code, building code, or zoning regulations.
 - (11) No person shall display a transient occupancy permit or allow transient occupancy of a dwelling that has had its permit suspended, revoked, or denied.
 - (12) No person shall allow a dwelling to be listed or advertised as a transient rental prior to obtaining a valid transient occupancy permit.
 - (13) No person shall allow a dwelling to be listed or advertised as a transient rental if the transient occupancy permit has been suspended, revoked, or denied.
- (f) Enforcement procedures.
- (1) Upon the filing of a complaint that a person has engaged in a transient rental in violation of this section, the Code Enforcement Division shall take all steps necessary to determine the validity of the complaint.
 - (2) The Code Enforcement Division shall independently determine whether a person has offered transient rental in violation of this section.
 - (3) If while investigating transient rental activity the Code Enforcement officer discovers suspected violations of the fire, health, building, or tax codes, or the zoning regulations, or other laws, the Code Enforcement officer shall report such suspected violation to the relevant City department or governmental agency.
 - (4) To determine if there is a violation of this section, the Code Enforcement Division shall initiate an investigation of the subject property and/or request any pertinent information from a person offering transient rental, including records required by this section, leases, or other documents.
 - (5) If the Code Enforcement Division determines that a person has

violated any provision of this section, the Code Enforcement Division shall issue a cease and desist order and shall assess the appropriate penalty and fines for said violation.

- (6) The Code Enforcement Division's ability to assess penalties and fines for violations of this section, are separate and apart from any civil or criminal violations, penalties, and fines able to be assessed by any other City department, including, but not limited to, the City of Sandusky Fire Department, the City of Sandusky Police Department, and the City of Sandusky Planning and Zoning Department.

(g) Penalties and fines.

- (1) The Code Enforcement Division shall assess the owner for violations of this section as follows:
 - A. First Violation -- \$500 fine;
 - B. Second Violation -- \$1,000 fine; and
 - C. Third Violation -- \$2,500 fine.
- (2) Multiple violations that arise out of the same set of facts or circumstances, or occur on the same date, may constitute one violation or multiple violations based upon the severity of the violations as determined by the City of Sandusky Code Enforcement Division.
- (3) Each day the dwelling owner violates this section shall constitute a separate violation.
- (4) The City has the right to revoke the owner's right to use his or her dwelling for transient occupancy after three violations of this section within a period of 12-months. If the City revokes the owner's right to use his or her dwelling for transient occupancy, such revocation shall be for a period of no less than twelve (12) months from the date of the third violation.

(h) Other Remedies.

- (1) Civil Action. The following parties may seek also injunctive or other relief to prevent or remedy violations of this section:
 - A. The Law Director for the City of Sandusky;
 - B. A neighborhood association whose borders include the property; and
 - C. Any neighboring property owner or occupant who would be specially damaged by any such violation.

The prevailing party in such an action shall be entitled to recover reasonable costs, attorney's fees, and statutory damages.

- (2) Criminal Action. Any person who violates any provision of this section may be guilty of a misdemeanor of the third degree. Any person convicted of a misdemeanor hereunder shall be punishable by a maximum fine of \$500 for each dwelling offered for transient

occupancy in violation of this section, or by imprisonment for a period not exceeding 60 days, or both.

- (3) **Additional Remedies.** Any person convicted of violating any provision of this section in a criminal case or found to be in violation of this section in a civil case shall remit all illegally obtained revenue to the City of Sandusky.

Section 7. 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 8. 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 9. 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: May 8, 2017 (effective after 30 days)



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.

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: Megan Stookey

Date: April 27, 2017

Subject: Commission Agenda Item – 202 Columbus Ave Additional Encroachment

ITEM FOR CONSIDERATION: Encroachment License for the property located at 202 Columbus Avenue for the addition of fencing to the existing encroachment to allow for a larger outdoor dining space by Cattien, LLC operating as Small City Taphouse.

BACKGROUND INFORMATION: The property owners at 202 Columbus Ave applied for and were granted an encroachment license by City Commission at the May 23, 2016, meeting to install fencing for an outdoor dining space, Ordinance No. 16-080. Since that time, the limited capacity for the existing outdoor dining space has not met the demand by their patrons. Also, the owners purchased the adjacent property at 216 Columbus Avenue allowing them to expand the footprint of their restaurant via a doorway between the two buildings. The expanded outdoor dining space would be in front of 216 Columbus Avenue.

The addition to the existing encroachment will project into the right of way 323 square feet along Columbus Avenue, ensuring a 5-foot minimum clearance will be maintained at all times for ADA accessibility. This license will grant the property owner of 202 Columbus Ave permission to install additional decorative fencing, which will match the existing, to expand the outdoor dining area in the right-of-way for so long as the licensee complies with all requirements of this agreement and licensee acknowledges that this Grant of a Licensee is terminable at the will of the City.

The Planning Department has reviewed the request and approves.

BUDGETARY INFORMATION: There is no budgetary impact with this item and the licensee must maintain liability insurance for this use. The property owner is responsible for recording fees to the Erie County Recorder Office.

ACTION REQUESTED: It is recommended that the Grant of a License for Encroachment within the Columbus Avenue right of way be approved for the business located at 202 Columbus Avenue and that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter so the owner may construct the fence prior to Memorial Day weekend.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH CATTIEN, LLC, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHTS-OF-WAY AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, certain property of the City is currently platted as City right-of-way including the property identified and more fully described in Exhibit "A"; and

WHEREAS, this proposed License for Encroachment will allow the property owner, Cattien, LLC, operating as Small City Taphouse, to install additional decorative fencing adjoining an existing encroachment to allow for an expanded outdoor dining area; and

WHEREAS, the Planning Department has reviewed the request and approves; and

WHEREAS, this City Commission, under powers of Local self-government granted to the City by Article XVIII of the Ohio Constitution and Section 3 and Section 25 of the Charter of the City of Sandusky, has the power to change the use of City property to a use that would be of greater benefit and use to the public; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Grant of a License for Encroachment and allow the property owner to construct the fence prior to Memorial Day weekend; 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 the Grant of a License for Encroachment Agreement with Cattien, LLC, operating as Small City Taphouse, 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.

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: May 8, 2017

**GRANT OF A LICENSE FOR ENCROACHMENT
ON THE EAST SIDE OF COLUMBUS AVENUE
& SOUTH SIDE OF MARKET STREET RIGHT-OF-WAY**

This License Agreement is made this _____ day of _____, 2017, between the City of Sandusky, Ohio ("City") whose tax mailing address is 222 Meigs Street, Sandusky, Erie County, Ohio, 44870, and Cattien, LLC, ("Licensee") whose tax mailing address is 202 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, under the following conditions and circumstances:

A. The City of Sandusky, Erie County, Ohio, is the Owner and Trustee for the general public of the rights-of-way as defined in the Ohio Revised Code, Section 4511.01(uu), including Columbus Avenue, and is more fully described in Exhibit "A" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.

B. Licensee is the owner in fee simple of the real estate adjoining the east side of the Columbus Avenue right-of-way located at 202 Columbus Avenue.

C. Licensee desires to construct improvements within the Owner's right-of-way for purposes of installing additional decorative fencing to expand the outdoor dining area for use by the general public and in relation to the Licensee's facility located at 202 Columbus Avenue, Sandusky, Ohio, and as more fully described in Exhibits "A", and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein.

D. The City is willing to grant to Licensee a temporary license to maintain the encroachment for so long as Licensee remains the owner of the

property to the east side of the Columbus Avenue right-of-way and provided the encroachment is not substantially altered.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION PAID, THE PARTIES AGREE AS FOLLOWS:

1. The City grants to Licensee the license and permission to construct and maintain the encroachment as more fully described in Exhibits "A", and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for so long as Licensee remains the owner of real property located at 202 Columbus Avenue, Sandusky, Ohio, and provided that the encroachment is not substantially altered and Licensee complies with all legal requirements and Licensee acknowledges that this grant of a license is terminable at the will of the City;

2. Licensee agrees that, except for the license granted pursuant to this Agreement, Licensee makes no claim of right and has no interest or title in any part of the property and Licensee further agrees that the maintenance of the encroachment shall not, at any time, be deemed or construed to be an adverse possession of any part of the City's right-of-way;

3. Licensee agrees to construct and maintain the encroachment, solely at Licensee's expense, for use in conjunction with Licensee's facilities located at 202 Columbus Avenue, Sandusky, Ohio, and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the encroachment;

4. This Agreement shall not be construed to run with the land and is only a temporary license, terminable at the will of the Owner.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands on the
dates indicated below:

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

CITY:
CITY OF SANDUSKY

Eric L. Wobser, City Manager

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above
named, Eric L. Wobser, City Manager of the City of Sandusky, who
acknowledged that he signed the foregoing instrument and that the signing
was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed
my seal this _____ day of _____, 2017.

Notary Public
My Commission Expires:

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

LICENSEE: CATTIEN, LLC

(Signature)

(Printed Name & Title)

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above
named, _____, who acknowledged that they
signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed
my seal this _____ day of _____, 2017.

Notary Public
My Commission Expires:

Instrument prepared by:

Justin D. Harris
Ohio Supreme Court #0078252
Law Director
City of Sandusky

ENCROACHMENT LICENSE AGREEMENT
216 Columbus Avenue
323.00 S.F.

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, and being part of the easterly right-of-way of Columbus Avenue (99 feet in width) adjoining Lot 8 Columbus Avenue, all references herein to the records of the Erie County Recorder's Office, more particularly described as follows:

Beginning, for reference, at an iron pin found in a monument box marking the intersection of centerlines of Water Street and Columbus Avenue; thence, South 25°29'21" East with the centerline of Columbus Avenue, a distance of 519.37 feet to a point being 91.05 feet southerly of the intersection of centerlines of Market Street (82.5 feet in width) and Columbus Avenue; thence, North 64°20'20" East through the easterly right-of-way of Columbus Avenue, a distance of 41.90 feet to a point and the **True Point of Beginning** for this description;

Thence continuing, North 64°20'20" East through said right-of-way, a distance of 7.60 feet to a point in the easterly right-of-way line of Columbus Avenue;

Thence, South 25°29'21" East along the easterly right-of-way line of Columbus Avenue, and with lands of Cattien, LLC, RN 201604159 and RN 201601898, a distance of 42.50 feet to a point;

Thence, South 64°20'20" West through said right-of-way, a distance of 7.60 feet to a point;

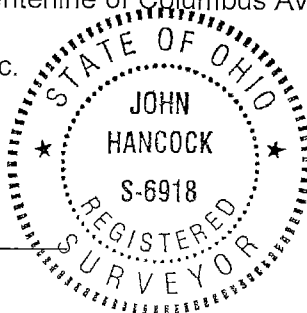
Thence, North 25°29'21" West through said right-of-way, a distance of 42.50 feet the point of beginning, containing 323.00 square feet of land, more or less, subject to an easement for operation and maintenance of existing utilities.

This description was prepared by John Hancock, P.S. No. 6918 from a survey conducted in August, 2016. Bearings hereon are based upon an assumed bearing of South 25°29'21" East for the centerline of Columbus Avenue.

John Hancock & Associates, Inc.


John Hancock, P.S.

Date: AUGUST 15, 2016



WATER STREET

MARKET STREET

(82.5' RIGHT-OF-WAY)

202 COLUMBUS AVENUE
CATTIEN, LLC
RN 201601898
56-00615.000

PARCEL 2

8

PARCEL 1

216 COLUMBUS AVENUE
CATTIEN, LLC
RN 201604159
56-01067.000

LOT 8
LOT 10

EXISTING ENCROACHMENT LICENSE AGREEMENT
378.48 S.F.

PROPOSED ADDITIONAL
ENCROACHMENT LICENSE AGREEMENT
323.00 S.F.

P.O.B.

COLUMBUS AVENUE
(99' RIGHT-OF-WAY)

ENCROACHMENT LICENSE AGREEMENT

216 COLUMBUS AVENUE

EASTERLY SIDE OF COLUMBUS AVENUE RIGHT-OF-WAY

WARD 1, CITY OF SANDUSKY, ERIE COUNTY, OHIO

John Hancock & Associates

INCORPORATED
ENGINEERS - SURVEYORS
326 E. MARKET ST. SANDUSKY, OHIO 44870
(419) 625-7838

REVISED:

BEARINGS HEREON ARE BASED UPON AN
ASSUMED BEARING OF S 25°29'21" E FOR
THE CENTERLINE OF COLUMBUS AVENUE

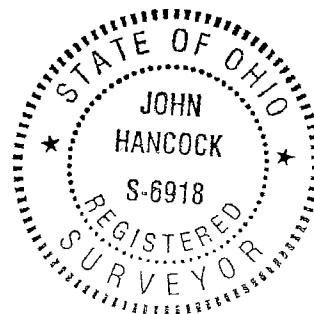
I HEREBY CERTIFY THAT THIS PLAT
WAS PREPARED FROM AN ACTUAL FIELD
SURVEY OF THE PREMISES CONDUCTED
BY ME PURSUANT TO CHAPTER 4733-37
OF THE OHIO ADMINISTRATIVE CODE.

JOHN HANCOCK, P.S.
OHIO R.L.S. 6918

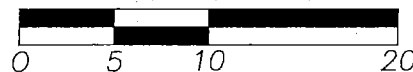
DATE: AUGUST 15, 2016

LEGEND:

- (C) CALCULATED DISTANCE
- 1" IRON PIN FOUND IN A MONUMENT BOX
- MONUMENT FOUND (AS NOTED)

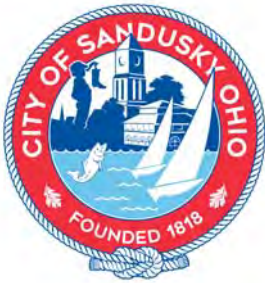


SCALE: 1" = 10'
SCALE IN FEET



JACKSON STREET

RR SPK FND.



TO: Eric Wobser, City Manager

FROM: Victoria Kurt, Recreation Superintendent

DATE: April 25, 2017

RE: Commission Agenda Item:
Priority Use Agreement for Ohio Rayos Soccer Program

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with Ohio Rayos Soccer for priority use of the grassy area of the field located at the northeast end of Dorn Community Park for their soccer program (May 13, 2017 through October 21, 2017) beginning May 13, 2017.

BACKGROUND INFORMATION:

Ohio Rayos Soccer is an outdoor recreation program offered to the community by Juan Romero, Club Trainer and Administrator, under the name of Ohio Rayos Soccer. Mr. Romero leased this area at Dorn Community Park during the 2010, 2014-2016 seasons and there were no issues or concerns with this program.

BUDGET IMPACT:

The agreement will not result in any additional budgetary expenses. The City will benefit from the added activities offered to youth in our community. The Ohio Rayos Soccer will provide their own equipment and transportation for such equipment, and will line and maintain their own field.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into an Agreement with the Ohio Rayos Soccer Program for seasonal priority use of the grassy area on the northeast end of Dorn Community Park. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to allow the License Agreement to be fully executed prior to the commencing date of May 13, 2017.

I concur with this recommendation:

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OHIO RAYOS SOCCER FOR PRIORITY USE OF THE GRASSY AREA LOCATED AT DORN COMMUNITY PARK BEGINNING MAY 13, 2017, THROUGH OCTOBER 21, 2017; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Rayos Soccer Program has utilized the grassy field at Dorn Community Park during the 2010, and 2014 through 2016 seasons and is willing to transport the soccer goals to and from the park and to line the field prior to each scheduled game in exchange for the priority use of the baseball field; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the additional activities offered to youth in our community; and

WHEREAS, this Ordinance should be passed as an emergency measure in accordance under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the License Agreement to be fully executed prior to the commencing date of May 13, 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 Division of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an Agreement with the Ohio Rayos Soccer for priority use of the grassy area located on the northeast section of Dorn Community Park for the Ohio Rayos Soccer Program beginning May 13, 2017, through October 21, 2017, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any

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

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

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

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 8, 2017

LICENSE AGREEMENT

This Agreement made on and entered into this ____ day of May, 2017, between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as "City" and the Ohio Rayos Soccer, 1522 Clinton Street, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing the grassy area located on the northeast section of Dorn Community Park from May 13, 2017, through October 21, 2017.

WHEREAS, Ohio Rayos Soccer desires to have priority use of the grassy area located on the northeast section of Dorn Community Park for the Ohio Rayos Soccer Program beginning in CY 2017 for the season May 13, 2017, through October 21, 2017, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

WHEREAS, it is necessary for the City to grant the Licensee permission to utilize the City's park property on a priority use basis; and

WHEREAS, Licensee is willing to make certain permanent improvements to the grassy area, with prior approval of the City, in exchange for the priority use of the area of Dorn Community Park delineated in this license agreement; and

WHEREAS, the City and the Licensee understand and acknowledge they need to work cooperatively to insure that the use of all City parks are equitably shared and available.

EXHIBIT

"1"

NOW, THEREFORE, the parties agree as follows:

SECTION ONE
GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's participants, coaches, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as the grassy area located on the northeast section of Dorn Community Park.

SECTION TWO
TERM

The City grants to the Licensee the priority use of the above-described area during the Licensee's yearly Ohio Rayos Soccer Program schedule, for a period commencing May 13, 2017, through October 21, 2017.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the area becomes unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE
CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts, the priority use privilege granted by this Agreement is in exchange for the Licensee's Agreement to

transport the soccer goals to and from the park and to line the field prior to each scheduled game.

Licensee agrees not to erect or cause to be erected on the property described in Section One any buildings or structures, whether permanent or temporary, without securing the prior approval of the City Manager pursuant to this Agreement.

SECTION FOUR **INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's participants, coaches, members, guests, volunteers or invitees unless the injuries or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates to the City annually and in advance of the start of each soccer season for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one

person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.

- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE **MAINTENANCE AND OTHER OBLIGATIONS**

Licensee agrees that during all times of use of the grassy area located on the northeast section of Dorn Community Park all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Your group is responsible for clean up and disposal of any refuse resulting from the use of the ball field. Please remind spectators, parents, players and coaches to

be respectful of residents in the area by not parking and/or trespassing on private property.

The grassy area located on the northeast section of Dorn Community Park is a part of the City's Public Park System and as such the City is responsible for all routine maintenance identical to the maintenance provided to all City parks and ball fields, which includes, but is not necessarily limited to, mowing, repairs to fencing, turf, playing surfaces and permanent structures.

SECTION SIX
GOVERNING LAW

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

SECTION SEVEN
TERMINATION

Either party may terminate this Agreement upon sixty (60) days written notification to the other party:

City of Sandusky:
c/o City Manager
222 Meigs Street
Sandusky, OH 44870

Licensee:
c/o Club Trainer and Administrator
Ohio Rayos Soccer
1522 Clinton Street
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

SECTION NINE **MODIFICATIONS**

This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

SECTION TWELVE
VALIDITY OF AGREEMENT

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement, including Exhibit "A" contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio, has caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2017, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC



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

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: May 1, 2017

Subject: Commission Agenda Item – Owen Sound Lease Addendum

Items for Consideration: Legislation authorizing and directing the City Manager to execute a Fourteenth Addendum to the Lease Agreement with Owen Sound Transportation Company, Ltd. (the “Lessee”) extending the Lease Agreement at the Jackson Street Pier.

Background Information: The City of Sandusky originally entered into a lease agreement with Lessee on May 24th, 1995 for dockage and other ancillary uses on Jackson Street Pier. The agreement permitted the Lessee to provide ferry service from Sandusky to Pelee Island, Ontario, Canada and other points along the Lake Erie Shoreline. The Lease Agreement at the time was critical to providing water transportation between the United States and Canada which had existed for approximately fifty (50) years prior to the original lease agreement.

The original lease agreement terminated on April 30, 2004. Since then, the City and the Lessee have entered into thirteen (13) lease addendums covering the years 2004-2016 with only modest alterations to the terms – namely annual dockage fees and hours of operation at the Jackson Street Pier. The City was approached by Lessee about entering into a fourteenth addendum for calendar year 2017 – a draft copy of which is attached.

The lease addendum proposed will be for a term extending retroactively from April 28, 2017 – September 24, 2017 and will continue to permit for dockage by the M.V. Pelee Islander. Dockage payment will be in an amount of \$10,617.00 – an increase of +2.7% from 2016 based on the previous 12-month Consumer Price Index average – as outlined in the original lease agreement. All other terms of the original underlying Lease Agreement will remain unchanged.

Budgetary Information: The City shall receive a one-time payment of \$10,617.00 due and payable on or before July 17, 2017 for calendar year 2017. All revenues are to be deposited into the General Fund.

Action Requested: It is requested that the proper legislation be prepared to allow the City Manager to execute a Fourteenth Addendum to the Lease Agreement with Lessee. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage in order for operations and ferry service to Pelee Island to continue at Jackson Street Pier uninterrupted.

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
Aaron Klein, Public Works Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FOURTEENTH ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE CITY AND THE OWEN SOUND TRANSPORTATION COMPANY, LIMITED, FOR THE UTILIZATION OF DOCKAGE SPACE AT THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City and Owen Sound Transportation Company, Limited, entered into a Lease Agreement on May 24, 1995, for the purpose of docking ferries and the loading and unloading of passengers and motor vehicles onto and off the ferries, which expired on April 30, 2004, and subsequently was extended by addendum for the past thirteen (13) years; and

WHEREAS, the agreement permitted Owen Sound Transportation Company to provide ferry service between Sandusky and Pelee Island, Ontario, Canada and other points along the Lake Erie Shoreline and at the time was critical to providing water transportation between United States and Canada which has existed for approximately fifty (50) years prior to the original lease agreement; and

WHEREAS, the proposed Lease Addendum for utilization of dockage space for the Pelee Islander at the Jackson Street Pier is for the period extending retroactively from April 28, 2017, through September 24, 2017; and

WHEREAS, the City will receive a one-time payment in the amount of \$10,617.00, and, in accordance with the original lease agreement is based on the previous 12-month Consumer Price Index (CPI) average, which is an increase of 2.7% from last year, and the revenue generated will be placed in the General Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Lease Addendum and allow for the continued operations and ferry service to Pelee Island at the Jackson Street Pier uninterrupted; 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 execute the Fourteenth Addendum to the Lease Agreement between the City and the Owen Sound Transportation Company, Limited, for the utilization of dockage space at the Jackson Street Pier, substantially in the same form as attached to this Ordinance and 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 being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

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

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

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 8, 2017

**FOURTEENTH ADDENDUM TO THE LEASE AGREEMENT
BETWEEN THE CITY OF SANDUSKY AND THE
OWEN SOUND TRANSPORTATION COMPANY, LIMITED**

It is hereby mutually agreed upon by and between the City of Sandusky as Lessor and the Owen Sound Transportation Company, Limited as Lessee, that the Lease Agreement executed and dated May 24, 1995, which expired on April 30, 2004 and which was initially extended by the first addendum for the period of May 1, 2004 through September 30, 2004, the second addendum for the period of May 1, 2005 through September 30, 2005, the third addendum for the period of April 28, 2006 through September 30, 2006, the fourth addendum for the period of April 26, 2007 through September 30, 2007, the fifth addendum for the period of April 25, 2008 through September 30, 2008, the sixth addendum for the period of May 1, 2009 through September 27, 2009, the seventh addendum for the period of April 30, 2010 through September 26, 2010, the eighth addendum for the period of April 29, 2011 through September 25, 2011, the ninth addendum for the period of April 27, 2012 through September 23, 2012, the tenth addendum for the period of April 26, 2013 through September 29, 2013, the eleventh addendum for the period of May 2, 2014, through September 28, 2014, the twelfth addendum for the period of May 1, 2015, through September 27, 2015, the thirteenth addendum for the period of April 29, 2016, through September 25, 2016, be extended under the following terms:

Term:

- Four (4) months and twenty eight (28) days from April 28, 2017, through September 24, 2017;
- Utilization of the dockage space by the ferry vessel M.V. Pelee Islander;
- Dockage space shall be made available to M.V. Pelee Islander as follows:

April 28th through June 15th from 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. on Fridays and Sundays (3 hours per week);

Friday, May 26th and Monday, May 29th from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. and 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. (6 hours);

June 16th through September 4th from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. and 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. on Fridays and Sundays,

and from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. on Mondays, Tuesdays, Wednesdays, Thursdays and Saturdays (13.5 hours per week);

September 8th through September 24th from 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. on Fridays and Sundays (3 hours per week);

Sunday, September 24th from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. (1.5 hours);

- Jackson Street dock and facility being used by the M.V. Pelee Islander must be certified as in compliance with the International Maritime Organization (IMO), International Ship and Port Facility Security Code (ISPS), and maintained as certified for the duration of the agreement by the U.S. Coast Guard as C.O.T.P.;
- Owen Sound Transportation Company, Limited to pay \$10,617.00 U.S.F. for the use of the certified and compliant dock facility for the 2017 season;
- Payment to be made in one installment on or before July 17, 2017;
- Either party may cancel this addendum by providing written notification to the other party thirty (30) days in advance.

All other terms and provisions of the original Lease Agreement shall remain in full force and effect during the duration of this Addendum.

SIGNATURE PAGES TO FOLLOW

WITNESSES:

LESSEE: THE OWEN SOUND
TRANSPORTATION COMPANY LIMITED

SUSAN SCHREMPF
PRESIDENT & CEO

PROVINCE OF ONTARIO)
) SS:
COUNTY OF GREY)

On this _____ day of _____, 2017, before me, a Commissioner in and for said County and State, personally appeared Susan Schremppf, President & CEO, The Owen Sound Transportation Company, Limited, acknowledged her execution of the foregoing instrument and by its authority and that the same is her voluntary act and deed on behalf of The Owen Sound Transportation Company, Limited.

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

My Commission Expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement, all as of the date hereinbefore written.

WITNESSES:

LESSOR: CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2017, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

Notary Public
My Commission Expires: _____

Approved as to Form:

Justin D. Harris
Ohio Supreme Court #0078252
Law Director, City of Sandusky



Department of Community Development

Greg Voltz
gvoltz@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870

Phone: 419.627.5973
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Greg Voltz, Assistant Planner

Date: April 13, 2017

Subject: Commission Agenda Item – Grant agreement to SMSA DBA Downtown Sandusky Inc. for a Clean and Safe pilot project for Summer and Fall of 2017.

Items for Consideration: Legislation approving a grant agreement to SMSA DBA Downtown Sandusky Inc. for a Clean and Safe pilot project for Summer and Fall of 2017.

Background Information: During Erie County Economic Development Corporation's 2016 Business Appreciation Week, businesses within Sandusky's business district were generally encouraged by the City's initiatives and progress in community development. Respondents did indicate basic areas of improvement to assist growth – specifically an improvement in services such as cleanliness and public safety. We have also heard from residents and business owners about the need for better clean and safe services in our business district, especially on weekends, holidays and to help facilitate events.

Sandusky Main Street Association DBA Downtown Sandusky Inc. proposed to help remediate this issue by voting to commit \$50,000.00 of its funds to a Clean and Safe pilot program contingent upon receiving a matching \$50,000.00 from the City of Sandusky.

The Clean and Safe pilot program will primarily focus on litter removal, graffiti removal, cleaning public fixtures and power washing spills and stains. It will also assist with keeping the streets and sidewalks weed free, emptying trash containers, sidewalk snow removal, hospitality and other special projects.

The aim of the pilot project is to prove the concept of Sandusky Clean & Safe to the business district community and to seek long term funding for 2018 and beyond. Long term funding is not the subject of this request.

Budgetary Information: The City will provide Downtown Sandusky Inc. \$50,000 in 2017 from the Economic Development Capital Projects Fund for services rendered by a Clean and Safe program in 2017.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with Downtown Sandusky Inc. to finalize their agreement with a Clean and Safe Program provider so that service can start by or before, July 2017.

I concur with this recommendation:

Eric L. Wobser
City Manager

Maria Muratori
Development Specialist

Matt Lasko
Chief Development Officer

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

SANDUSKY MAIN STREET ASSOCIATION

300 EAST WATER STREET, UNIT 1A • SANDUSKY, OHIO 44870

TELEPHONE: 419/706-1148

EMAIL: INFO@SANDUSKYMAINSTREET.ORG

MARK HARRINGTON, PRESIDENT
NANCY BEACH, VICE PRESIDENT
ROBERT HARE, TREASURER
LISA BROUSSARD, SECRETARY

6 March 2017

Block by Block
640 South Fourth Street, Suite 110
Louisville, KY 40202

Dear Sir or Madam:

This letter is written on behalf of Sandusky Mainstreets Association, now doing business as Downtown Sandusky, Inc., and formally express their intent, to contract with Block by Block LLC to provide services in downtown Sandusky, Ohio for the remaining portion of 2017. Downtown Sandusky, Inc. intends to enter into a one-year pilot program with Block by Block. Funding of the \$100,000 contract amount is comprised of Fifty Thousand Dollars (\$50,000.00) from Sandusky Mainstreets Association and a anticipated \$50,000 contribution from the City of Sandusky.

Please be advised that signing of the Block by Block contract for services is strictly contingent upon the City of Sandusky agreeing to match our contribution of Fifty Thousand Dollars (\$50,000.00) and that this Letter of Intent shall be considered null and void if the City of Sandusky does not match the Downtown Sandusky, Inc. contribution of Fifty Thousand Dollars (\$50,000.00). Further, please be advised that this letter does not serve as a representation, one way or another, as to the City of Sandusky's intent. In addition, Downtown Sandusky, Inc. is not an agent of the City of Sandusky in any way and has no formal affiliation with the City of Sandusky, other than the fact that Downtown Sandusky Inc. is a non-profit, community organization situated within Sandusky and occasionally collaborates with the City on events and other common interests.

Additionally, please be advised that, while we hope and expect our relationship with Block by Block to be beneficial to all involved, and hope that this program continues in Sandusky for years to come, this letter in no way serves to bind us to purchase services from Block by Block beyond 2017 and any future services taking place after 2017 shall be contracted for at a future date.

In closing, on behalf of Downtown Sandusky, Inc., I would like to say that we're excited about this opportunity and hope that it results in a positive impact on our community. Please do not hesitate to contact me should you have any additional questions or concerns.



Mark Harrington
President of the Board, SMSA

CC: SMSA Board of Trustees

WWW.SANDUSKYMAINSTREET.ORG



28 March 2017

City of Sandusky
222 Meigs St,
Sandusky, OH 44870

REQUEST FOR GRANT FOR DOWNTOWN CLEAN & SAFE PILOT PROGRAM

Downtown Sandusky Inc (DSI) has submitted a Letter of Intent to Block by Block LLC for a pilot project for a Clean & Safe program in Sandusky in 2017, which is contingent on a proposed grant from the City of Sandusky. DSI has earmarked \$50,000 of existing funds for the pilot and respectfully requests a matching grant of \$50,000 from the City of Sandusky in 2017 so this pilot program can be implemented.

Block By Block currently operate similar programs in multiple jurisdictions across Ohio and nationally. DSI will contract with Block By Block for services as set forth in the attached proposed contract. DSI will provide management, insurance coverages and other oversight as required under the contract with Block By Block.

The aim of the pilot project is to prove the concept of Sandusky Clean & Safe to the downtown community, followed by efforts to seek long term funding for 2018 and beyond. The long term funding is not the subject of this request.

Downtown Sandusky Inc respectfully requests this grant to assist with the continued enhancement of the downtown core in line with the City of Sandusky's strategic goals.

A handwritten signature in black ink, appearing to read "Mark Harrington", with a long, sweeping horizontal line extending to the right.

Mark Harrington
President of the Board
Downtown Sandusky Inc.

Kelly Kresser

From: Kelly Kresser
Sent: Wednesday, April 19, 2017 3:36 PM
To: 'Jimmy Ervin'
Subject: RE: Clean and Safe supported by Sandusky Segwave!

Hi Jim - thank you for your comments. I will make sure the Commissioners are aware of your thoughts when this comes before them for consideration. ☺

From: Jimmy Ervin [mailto:jimthetourguide@yahoo.com]
Sent: Wednesday, April 19, 2017 3:32 PM
To: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Cc: Eric Wobser <EWobser@ci.sandusky.oh.us>; alangriffiths1@mac.com; bharenet@gmail.com
Subject: Clean and Safe supported by Sandusky Segwave!

Hi Kelly,
In response to preparing a note of support for the "proposed" Clean and Safe initiative, Sandusky Segwave is a supporter of such a program.
Columbus has a nationally recognized program called CTA, and is one of about 29 city's across the country who have a Certified Tourist Ambassador program. This consists of a history briefing and helpful insights to help visitors navigate and help with meeting their needs, putting the guest first by helping guide them. I am a Columbus CTA and now having put root down here in Sandusky, I can see the need for such support. As we prepare the city for the 2018 Bi-Centennial. I am not saying that Sandusky needs a certified program, but an awareness of a clean and friendly city would serve us well.
So, I support a Clean and Safe initiative.

Respectfully,
Jim Ervin
Sandusky Segwave
107 Columbus Ave.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$50,000.00 TO SANDUSKY MAIN STREET ASSOCIATION D.B.A. DOWNTOWN SANDUSKY INC., IN RELATION TO THEIR CLEAN AND SAFE PILOT PROGRAM.

WHEREAS, the Sandusky Main Street Association was founded as a local, not-for-profit organization dedicated to encouraging and assisting property owners and organizations to protect and preserve our local heritage and with the potential for increased economic growth in the business district and based on feedback from various stakeholders and the business district community, the Sandusky Main Street Association is committing \$50,000.00 to fund a Clean and Safe Pilot Program, contingent upon the City matching this commitment; and

WHEREAS, the Clean and Safe Pilot Program will assist with litter removal, graffiti removal, cleaning public fixtures and power washing spills and stains. It will also assist with keeping the streets and sidewalks weed free, emptying trash containers, sidewalk snow removal, hospitality and other special projects; and

WHEREAS, it has been determined that the enhancements to business district public spaces with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City; and

WHEREAS, it is recommended to approve a grant to Sandusky Main Street Association d.b.a. Downtown Sandusky, Inc., in the amount of \$50,000.00 to assist with their Clean and Safe Pilot Program; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Sandusky Main Street Association d.b.a. Downtown Sandusky Inc. for financial assistance with their Clean and Safe Pilot Program, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Sandusky Main Street Association d.b.a. Downtown Sandusky Inc. and the Finance Director is directed to deliver to Sandusky Main Street Association d.b.a. Downtown Sandusky Inc. a draft in the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance 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: May 8, 2017 (effective after 30 days)

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2017 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Sandusky Main Street Association DBA Downtown Sandusky Inc. ("the Organization"), an Ohio Corporation for Non Profit.

WITNESSETH:

WHEREAS, the Organization was founded as a local, not-for-profit organization dedicated to encouraging and assisting property owners and organizations to protect and preserve our local heritage. Downtown Sandusky Inc. earned an official Main Street Program Designation in 2003 through the Ohio Main Street Program. With the potential for increased economic growth in the business district and based on feedback from various stakeholders and the business district community, the Organization is committing \$50,000.00 to fund a Clean and Safe Pilot Program, herein after referred to as the "Project", contingent upon the City matching this commitment. The Project will assist with litter removal, graffiti removal, cleaning public fixtures and power washing spills and stains. It will also assist with keeping the streets and sidewalks weed free, emptying trash containers, sidewalk snow removal, hospitality and other special projects"; and

WHEREAS, to induce the Project, the City has agreed to provide an economic incentive grant to the Organization to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

WHEREAS, the City has determined that the enhancements to business district public spaces with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties hereto agree as follows:

Section 1. City Grant.

The City agrees to grant \$50,000 to the Organization (the "City Grant") toward the costs of the Project, payable upon submittal of invoices of the Project. The City Grant will be expensed from the Economic Development Capital Projects account (#431-4070-53000). Services must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, working and organizing with the City of Sandusky's Public Works Department, the City of Sandusky's Police Department and the City of Sandusky's Greenhouse.

The Organization shall notify the City promptly after issuance of each monthly invoice for the Project consistent with this Section and provide the City with any documents it reasonably requests related to the Project. The City shall then promptly review those documents and inspect reports created by the Clean and Safe program provider and let the Organization know if it has satisfied the condition set forth in this Section and, if not, describe what is found

to be deficient. In order to receive all portions the City Grant, the Project will need to continue through the remainder of 2017.

The City shall pay the City Grant by check in the name of the Organization placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory submittal of each invoice and supporting documents to the notice address provided in Section 6 below.

Section 2. Authority to Sign.

The Organization and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

Section 3. Assignment or Transfer.

The Organization agrees that this Agreement is not transferable or assignable without the express, written approval of the City.

Section 4. Choice of Law.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

Section 5. Binding Agreement.

This Agreement shall be binding on each of the parties and their respective successors and assigns.

Section 6. Miscellaneous.

(a) Notice. Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

- (i) TO THE CITY: City Manager
C/o Development Specialist
City of Sandusky, Ohio
City Building
222 Meigs Street
Sandusky, OH 44870
- (ii) TO THE ORGANIZATION: Downtown Sandusky Inc.
C/o Erie County Economic Development
Corporation
247 Columbus Ave., Suite 126
Sandusky, Ohio 44870

Any party may change its address for notice purposes by providing written notice of such change to the other party.

(b) Amendments. This Agreement may only be amended by written instrument executed by all parties.

(c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

(d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

Downtown Sandusky Inc.

By: _____
TITLE:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument
Is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Agreement has been lawfully appropriated by the City 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.

Director of Finance

RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF HOUSE BILL 64 (EXPUNGE IF CRIMINAL SANCTION BASED ON MISTAKEN IDENTITY); AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, House Bill 64 was introduced on February 15, 2017, and would create an automatic mechanism for the expungement of records relating to arrests resulting from mistaken identity; and

WHEREAS, such an arrest creates an official record that is not automatically expunged from the arrestee's record when the mistake is discovered; and

WHEREAS, the arrestee must currently expend considerable time, effort, and money to have the records sealed; and

WHEREAS, House Bill 64 provides a mechanism for a person arrested based upon a mistaken identity to have official records related to the arrest easily expunged by notifying the prosecutor of the mistake; and

WHEREAS, House Bill 64 requires that the court issue, upon notice from the prosecutor, an automatic order of expungement of the official records relating to the mistaken arrest; 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 formally support House Bill 64 and urge the Ohio Legislature to support House Bill 64 at the earliest opportunity; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 supports and endorses House Bill 64, which would create an automatic mechanism for the expungement of records relating to arrests resulting from mistaken identify, and urges the Ohio House of Representatives, the Ohio Senate, and Governor Kasich to support House Bill 64.

Section 2. The Clerk of this City Commission is hereby directed to provide a certified copy of this Resolution to Representative Steven Arndt, State Senator Randy Gardner, and Governor John Kasich.

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: May 8, 2017

A RESOLUTION SUPPORTING THE AMENDMENT OF PORTIONS OF THE OHIO REVISED CODE AND THE OHIO ADMINISTRATIVE CODE TO REDUCE ALGAE-CAUSING POLLUTION IN LAKE ERIE; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, harmful algal blooms in Lake Erie threaten one of Ohio's most important natural and economic resources by negatively impacting the use of water for drinking, fishing, boating and swimming in northern Ohio; and

WHEREAS, in 2015 Lake Erie experienced the largest harmful algal bloom in its history; and

WHEREAS, toxins from algal blooms damage the kidneys and liver, and can cause nausea, vomiting, diarrhea, paralysis and potentially death; and

WHEREAS, communities that depend on Lake Erie as a source for their drinking water have made significant investments to ensure it is free from dangerous levels of algal toxins; and

WHEREAS, toxins from algal blooms threaten the health of anglers, boaters and swimmers exposed to contaminated water; and

WHEREAS, the sources of pollution that cause harmful algal blooms include chemical fertilizers, livestock manure, overflow from municipal wastewater systems and wastewater treatment plants, and home sewage treatment systems; and

WHEREAS, strict rules are in place that provide tools to reduce municipal sources of pollution, but Ohio lacks the adequate regulatory framework to control agricultural pollution; and

WHEREAS, current voluntary incentive programs to reduce agricultural pollution are not sufficient to prevent harmful algal blooms; and

WHEREAS, enforcement of the few rules in place to prevent agricultural pollution rely largely on individuals filing complaints with state and local authorities; and

WHEREAS, Ohio lacks specific limits on the amount of pollution allowed in its waterways that cause toxic algae; and

WHEREAS, legislative changes are supported by the Ohio Environmental Council, the Alliance for the Great Lakes, the Sierra Club-Ohio Chapter, Freshwater Future, Environmental Defence Canada in preventing Lake Erie harmful algal blooms;

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 provide notice of support by the City of Sandusky prior to being considered by the State of Ohio;

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. That the City Commission of the City of Sandusky, Ohio, supports amending portions of the Ohio Revised Code and Ohio Administrative Code to achieve the following:

- Require agricultural producers develop and follow plans that will effectively reduce algae-causing pollution and that specifies the best management practices each producer will follow appropriate for each operation;
- Limits nutrient applications to only what crops need to grow for optimum yields;
- Improve compliance with agricultural pollution laws resulting in more effective enforcement that does not overly rely on citizen complaints; and
- Establish numeric limits on the concentrations of phosphorus, nitrogen and sediments allowed in Ohio waterways, all of which will help prevent toxic algae.

Section 2. This Resolution shall be effective immediately following its passage by the City Commission, and is signed by the President of the City Commission.

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

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed:



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.

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: Jeffrey Keefe, P.E.

Date: April 26, 2017

Subject: Commission Agenda Item – Permission to Bid the Lions Park Retrofit Project

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

BACKGROUND INFORMATION: The City of Sandusky has received a Great Lakes Restoration Initiative (GLRI) grant from the US EPA to retrofit Lions Park utilizing best management practices (BMPs) for “green” infrastructure. The City of Sandusky is committed to doing our part to keep our greatest natural resources, Sandusky Bay and Lake Erie, as clean as possible.

The Lions Park Retrofit Project involves the reconstruction of the parking lot and improving the green spaces, both of which include “green” infrastructure components that are listed as eligible activities under the grant, and potential activities include rain gardens, tree plantings, greenways, and bio-infiltration.

BUDGETARY INFORMATION: The estimated cost of the project, including engineering, inspection, advertising, and miscellaneous costs is \$656,000.00 with \$175,000.00 being paid for by the GLRI Grant, \$125,000 from sewer funds, \$56,000 from street resurfacing and \$300,000.00 shall be paid for using Infrastructure dollars made possible by the passage of Issue 8.

ACTION REQUESTED: It is recommended that the proposed Lions Park Retrofit Project 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, receive competitive prices and to complete the project by the completion deadline of September 29, 2017, and to expend the grant funds by December 31, 2017, pursuant to the grant agreement.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED LIONS PARK RETROFIT 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 Lions Park Retrofit Project involves the reconstruction of the parking lot and improving the green spaces, both of which include "green" infrastructure components that are listed as eligible activities under the grant, and potential activities include rain gardens, tree plantings, greenways, and bio-infiltration; and

WHEREAS, this City Commission authorized the submission of an application for financial assistance with the U.S. Environmental Protection Agency for the 2015 Great Lakes Shoreline Cities Green Infrastructure grant through the Great Lakes Restoration Initiative (GLRI) for proposed projects at Lions Park by Resolution No. 012-16R, passed on February 22, 2016, and subsequently was awarded funds; and

WHEREAS, this City Commission authorized the directed the City Manager to enter into an agreement for Professional Design Services with Environmental Design Group, LLC, of Akron, Ohio, for the Lions Park Retrofit Project by Resolution No. 16-202, passed on November 14, 2016; and

WHEREAS, the total estimated cost of this project including engineering, inspection, advertising, and miscellaneous expenses is \$656,000.00 and will be paid with GLRI grant funds in the amount of \$175,000.00, Sewer Funds in the amount of \$125,000.00, Street Resurfacing Funds in the amount of \$56,000.00, and the remaining balance of \$300,000.00 will be paid with Issue 8 Infrastructure 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 to allow the project to be bid, receive competitive prices and complete the project by the completion deadline of September 29, 2017, and to expend the grant funds by December 31, 2017, pursuant to the grant agreement; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Lions Park Retrofit Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Lions Park Retrofit Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Lions Park Retrofit Project as required by law.

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

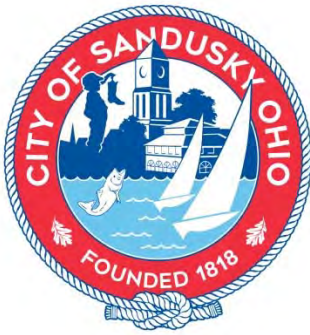
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 8, 2017



*City of Sandusky Department of Community Development
Division of Building Inspection
222 Meigs Street, Sandusky, OH 44870
(419) 627-5940 / building@ci.sandusky.oh.us*

To: Eric L. Wobser, City Manager
From: Matt Lasko, Chief Development Officer
Date: April 25, 2017
Subject: Commission Agenda Item – Amendment: Consulting Contract for CY 2017 with John A. Feick

Items for Consideration: An amendment to consulting contract with Mr. John A. Feick to carry out the additional activity of Alternate Building Official (Interim) in addition to the already approved activity of Alternate Plans Reviewer for the City. The City previously approved Mr. Feick's contract to perform only the activities of Alternate Plans Reviewer for CY 2017 in December of 2016.

Background Information: This contract will continue to allow the City to meet the State of Ohio Board of Building Standards Certified Building Department requirements. Under state regulations, a certified building department may contract out the activities of alternate building official and plans reviewer to state certified professionals.

Budgetary Information: There is no change as a result of this proposed amendment to the total contract amount or hourly rate to be paid to Mr. Feick with the additional activity based upon the approved budget for CY 2017.

Action Requested: It is requested that the proper legislation be prepared to amend Mr. Feick's contract to permit him to carry out the additional activity of Alternate Building Official (Interim) for the City. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow Mr. Feick to carry out the activities of Alternate Building Official as necessary for the efficiency of the Building Department.

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
George J. Poulos, Chief Building Official

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR SERVICES OF CONSULTANT JOHN A. FEICK FOR CY 2017; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission previously approved a consulting contract with John A. Feick for the CY 2017 by Ordinance No. 16-223, passed on December 27, 2016, to carry out the activities of Alternate Plan Reviewer for the City which Mr. Feick has done for a number of years and is certified to do so; and

WHEREAS, under State regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Plan Reviewer to State certified professionals; and

WHEREAS, this Amendment provides for additional services to carry out the activities of Alternate Building Official for CY 2017; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow Mr. Feick to be able to carry out the activities of Alternate Building Official as necessary for the efficiency of the Building Department; 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 hereby authorized and directed to enter into an Amendment to the Agreement for Services of Consultant John A. Feick for CY 2017 to provide for additional services to carry out the activities of Alternate Building Official for CY 2017, substantially in the same form as Exhibit "A" which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes, and authorizes the City Manager and/or Finance Director to expend funds as required pursuant to the amendment. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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: May 8, 2017

AMENDMENT
TO
AGREEMENT FOR SERVICES OF CONSULTANT

This Amendment to the Agreement for services of consultant is made on and entered into on this _____ day of _____ 2017, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and John A. Feick herein referred to as "Consultant."

WHEREAS, the City and Consultant entered into an agreement for services of consultant on January 10, 2017;

WHEREAS, the City and the Consultant desire to amend Sections I (Recitals) and II (Scope of Services / Non-Assignment) of the Agreement;

WHEREAS, pursuant to Section XI of the Agreement, amendments may be made upon written agreement signed by both parties; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Section I (Recitals) of the Agreement shall include services as an Alternate Building Official (performing the necessary inspections of new and existing builds and structures for compliance with applicable legal requirements) in addition to the current services as an Alternate Plan Reviewer (examining and judging building plans required to be submitted to the Building Department for approval). Consultant acknowledges that he currently has the necessary education and experience to provide the additional services required by this amendment and will continue to maintain all certifications and professional licenses and attend required continuing education seminars in

order to provide the City with the additional consulting services required by this amendment

2. All other terms of Section I of the Agreement shall remain unchanged.
3. Section II (Scope of Services / Non-Assignment) shall be amended to include services of an Alternate Building Official in addition to the current services as an Alternate Plan Reviewer. Consultant agrees to personally furnish professional and technical assistance at the request of the City's Chief Building Official or the Chief Development Officer to inspect new and existing buildings and structures to ensure compliance with all applicable laws, regulations, and standards, which shall include the authority of condemnation of property and all appropriate nuisance abatement up to and including demolition of unsafe structures.
4. All other terms of Section II of the Agreement shall remain unchanged.
5. All other terms and provisions of the original Agreement for Services of Consultant shall remain unchanged and in full force and effect during the duration of the Agreement.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

CONSULTANT:

John A. Feick

Approved as to Form:

Justin D. Harris
Ohio Supreme Court #0078252
Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2017 under the Agreement have 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.

Date

Hank Solowiej
Director of Finance

Account Number



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

To: Eric Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: April 26, 2017

Subject: Commission Agenda Item – Permission to Bid Demolition and Asbestos Abatement of former American Crayon facility.

Item for Consideration: Resolution of necessity for the demolition and asbestos abatement of the former American Crayon facility located at 1706 Hayes Avenue and further identified as permanent parcel 57-01278.000.

Background Information: On February 27, 2017, the City Commission approved a Purchase Agreement (the “Agreement”) between the City and Born Again Salvage for the property located at 1706 Hayes Avenue (PPN: 57-01278.000), also known as the former American Crayon facility (the “Property”). Per the terms of the Agreement, the City was provided with a one-hundred and twenty day (120) contingency period in which to conduct all necessary due diligence to determine if the City ultimately desires to move forward with the acquisition of the Property. The planned due diligence was to include, among other items, completing a title examination, asbestos survey, groundwater and soil testing and further estimating the cost of asbestos abatement, demolition and site clearance.

The City has thus far completed the title examination, Phase I Environmental Site Assessment and asbestos survey and is currently in the process of completing a Phase II Environmental Site Assessment (soil and groundwater testing). The final due diligence item still needing completed is to estimate the cost of the asbestos abatement and demolition – to more fully understand the “all-in” cost of the acquisition, abatement, demolition and site clearance - while still within the contingency period.

The City has been aggressively addressing code and blight issues within the City – with a particular emphasis on the remediation and demolition of former industrial and commercial sites in order to both stabilize these sites and adjacent neighborhoods, but also open up land for redevelopment opportunities. This potential project adds to the list

of current demolition efforts taking place at G & C Foundry, Wisteria Farms, Sunoco, 425 Warren and Meier's Winery.

Budgetary Information: The cost for this project including advertising and miscellaneous expenses will exceed \$10,000 if decided to move forward. The proposed funding source for the demolition and asbestos abatement is the EMS fund if decided to move forward.

Action Requested: It is requested that the proposed bidding of the demolition and asbestos abatement for the former American Crayon site 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 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 to continue with due diligence on the site prior to the expiration of the contingency period.

I concur with this recommendation:

Eric Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

Exhibit A - Site Map

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Justin Harris, Law Director
Mario D'Amico, Interim Fire Chief

EXHIBIT A – SITE MAP



Former American Crayon Facility – 1 Parcel:

(1) 57-01278.000

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED DEMOLITION AND ASBESTOS ABATEMENT OF FORMER AMERICAN CRAYON FACILITY PROJECT; 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 Demolition and Asbestos Abatement of Former American Crayon Facility Project involves asbestos abatement and demolition of the former American Crayon facility located at 1706 Hayes Avenue and identified as Parcel No. 57-01278.000; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Purchase and Sale Agreement to purchase the former American Crayon property by Ordinance No. 17-042, passed on February 27, 2017, and the Purchase and Sale Agreement was fully executed on March 5, 2017; and

WHEREAS, pursuant to the terms of the Agreement, the City was provided a 120-day contingency period in which to conduct all necessary due diligence to determine if the City ultimately desires to acquire the Property which included completing a title examination, asbestos survey, groundwater and soil testing, and estimating the cost of asbestos abatement, demolition and site clearance; and

WHEREAS, the City has completed the title examination, Phase I Environmental Site Assessment, and asbestos survey and is currently in the process of completing a Phase II Environmental Site Assessment (soil and groundwater testing) and this request to proceed with the bid process will enable the City to determine the cost of the asbestos abatement and demolition to complete due diligence and allow the City to render a knowledgeable decision by the 120-day deadline as to acquisition of the property; and

WHEREAS, the cost for this project including advertising and miscellaneous expenses will be over \$10,000.00, and if the project proceeds, these costs will be paid with EMS 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 continue with due diligence on the property prior to the expiration of the contingency period and 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 Demolition and Asbestos Abatement of Former American Crayon Facility Project.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Demolition and Asbestos Abatement of Former American Crayon Facility 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 Demolition and Asbestos Abatement of Former American Crayon Facility Project as required by law.

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

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

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

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 8, 2017

TO: Eric Wobser, City Manager

FROM: Angela Byington, AICP, Planning Director

DATE: April 25, 2017

SUBJECT: Vehicle Lease Agreement for Transit Buses between the City of Sandusky and First Transit, Inc.

ITEM FOR CONSIDERATION: Requesting legislation authorizing a vehicle lease for Transit Buses between the City of Sandusky and First Transit, Inc. for two (2) 2007 Eldorado National buses.

BACKGROUND INFORMATION: On April 1, 2017, First Transit, Inc. began their contract with the City of Sandusky to provide service for the Sandusky Transit System. As such, First Transit, Inc. completed their due diligence by inspecting the existing fleet of buses to determine what condition they were in. General maintenance and minor repairs were completed on the majority of the fleet. However, the three (3) large buses "Gilligs", which are utilized to serve our SPARC routes, were determined to be unacceptable for continued use. Two (2) of the buses were utilized for SPARC service and the third was utilized as a backup. Therefore, on April 1, 2017, the three (3) Gilligs were taken out of service. In the interim, First Transit, Inc. has been running two of the smaller buses back to back during peak hours to maintain adequate service. This, however, does not provide optimal service as the number of passengers that can be transported is decreased as well as the additional cost of a second driver.

When this issue was brought to the City's attention, staff immediately contacted ODOT to determine what options were available. The City had excess buses from Cleveland RTA and Middletown inspected by First Transit, Inc. and the findings of the inspections and numerous pictures were evaluated by the City. It was determined that the Cleveland RTA buses had outlived their usefulness and that the Middletown buses were going to need substantial repair to make them roadworthy. Therefore, staff closely evaluated option three, which is to lease from First Transit, Inc.

The proposed lease from First Transit, Inc. is for lease of two 2007 Eldorado buses that are currently located in Texas. The cost per vehicle will be \$1500 per month/ per vehicle for months 1-12 and \$1400 per month/ per vehicle for months 13-24. The lease provides for general maintenance, which is part of the existing contract with First Transit, Inc., and will be billed on a monthly basis. There is a termination clause that would require the City to pay a fee of \$1500 if the City were to terminate the contract within the first six-months. However, the City may terminate free of a fee if it occurs after the first six-months. It is staff's intent to seek out grant funding to purchase buses in the future. However, funds are not available at this time and therefore, leaves the City with no choice but to lease buses to continue the current service capacity and routes.

The proposed buses to be leased will provide seating for 40 passengers, as did the Gilligs.

BUDGETARY INFORMATION: The total cost of the vehicles for a 24 month lease would not to exceed \$69,600 to be paid to be paid with Rural Grant Funds received by the U.S. Department of Transportation Federal Transit Administration (FTA) through the Ohio Department of Transportation.

ACTION REQUESTED: It is recommended that an ordinance be passed as an emergency measure in accordance with Section 14 of the City Charter to allow the City to enter into a vehicle lease agreement immediately in order to expedite return to regular service for transit riders and to reduce overtime costs.

I concur with this recommendation:

Eric Wobser, City Manager

Angela Byington, AICP
Planning Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A VEHICLE LEASE AGREEMENT WITH FIRST TRANSIT, INC., OF CINCINNATI, OHIO, FOR THE PURPOSE OF LEASING TWO (2) 2007 ELDORADO NATIONAL BUSES FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Transportation Services Agreement with First Transit, Inc., in relation to the Sandusky Transit System by Ordinance No. 17-045, passed on February 27, 2017, which was effective April 1, 2017; and

WHEREAS, First Transit, Inc. performed inspections on the existing bus fleet and completed general maintenance and minor repairs to the majority of the fleet, however, it was determined that three (3) large "Gilligs" buses utilized for the SPARC routes were unacceptable for continued use and therefore removed from service; and

WHEREAS, once the City was notified of the issue, City staff immediately contacted the Ohio Department of Transportation (ODOT) to determine viable options and after assessing the options it was determined to be in the best interest of the transit system to accept a proposed lease from First Transit, Inc. for two (2) 2007 Eldorado National buses that are currently located in Texas; and

WHEREAS, the agreement includes general maintenance and the City may terminate the agreement at any time upon 30 days written notice to First Transit, Inc. with a termination fee of \$1,500.00 if within the first six (6) months of lease term; and

WHEREAS, the cost for leasing the two (2) 2007 Eldorado National buses is \$1,500.00 per month / per bus for the months 1-12 and \$1,400.00 per month / per bus for months 13-24 for a maximum total cost of \$69,600.00 and cost will be paid with Rural Transit Program Grant funds received by the U.S. Department of Transportation Federal Transit Administration (FTA) through the Ohio Department of Transportation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Vehicle Lease Agreement and allow the Sandusky Transit Systems to begin utilizing the buses to return to regular services and to reduce overtime costs; 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 Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a Vehicle Lease Agreement with First Transit, Inc., of Cincinnati, Ohio, for the purpose of leasing two (2) 2007 Eldorado National buses for the Sandusky Transit System, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law

Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

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

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 8, 2017

First Transit, Inc.

<u>First Transit Use Only</u>	
Location No.	
Control No.	
Appr.	

VEHICLE LEASE

Effective Date of Lease ("Effective Date")	___ May, 1, 2017
Lessee Full Corporate Name ("Lessee"):	City of Sandusky
Lessee Business Address:	Street: 222 Meigs Street City: Sandusky State: Ohio Zip Code: 44870
Lessee Contact Person ("Lessee Contact"):	Name: Angela Byington Address: 222 Meigs Street, Sandusky, OH 44870 Telephone: (419) 627-5873
Lessor	First Transit, Inc. or its assigns, as provided in this Lease
First Transit Branch Address ("First Location"):	First Transit, 1230 N Depot Street, Sandusky, OH 44870 Location # 55449
First Transit Contact Person ("First Contact"):	Name: Patrick Smith Telephone: Mobile Phone: 412-689-8581
First Transit Payment Address ("Payment Address")	1230 N Depot Street, Sandusky, OH 44870
Lease Termination Date ("Termination Date")	Termination Date: April 30, 2019 Term in Months: 24 and Days: 0
Intended Use of Vehicles during Lease:	Intended Location of Operation: "State of Operation" shall be the State of Ohio
Lessee's Liability Insurance Information:	Carrier Name: Policy Number: Expiration Date: Limit Review by First Transit: <input type="text"/> Mgr. Initial
Maintenance Option Selected by Lessee:	See Section 5 of Agreement for detail. Lessee has elected that all Vehicle maintenance be performed by First Transit.

1. LEASE:

(a) First Transit hereby leases to Lessee and Lessee hereby hires for rent from First Transit, in accordance with and subject to the provisions of this agreement ("Agreement"), the motor vehicle(s) set forth on

ATTACHMENT A, to be used by Lessee as multi- passenger vehicles for the purpose of transportation of persons in accordance with the laws of the State of Operation (the "Vehicles") in accordance with the terms and conditions of that certain Transit Services Agreement by and between Lessee and First Transit dated as of _____, 2017 (the "Transit Services Agreement"):

(b) The term "Vehicles" whenever used in this Agreement shall be construed to mean the Vehicles identified above together with all equipment and accessories attached to such Vehicles at the time of delivery.

(c) Operation of the Vehicles shall be in accordance with all applicable federal, state and municipal laws, ordinances, rules and regulations for the State of Operation.

2. RENT and TAXES:

(a) Lessee shall pay First Transit rent in amounts shown on **ATTACHMENT A** for the lease of the Vehicles.

(b) Rent shall be invoiced monthly with monthly pass through maintenance invoiced in accordance with the Transit Services Agreement, at the First Transit's office at the Payment Address set forth at the beginning in this Agreement.

(c) Lessee shall pay First Transit within 30 days of receipt of First Transit's invoices. First Transit may cease to make the Vehicles available for the provision of services under the Transit Services Agreement should Lessee fail to compensate First Transit for services rendered within the time period specified herein.

3. TERM:

This Agreement shall commence on the Effective Date as set forth above and shall continue for a period twenty-four (24) months as set forth above, ending on the Termination Date, unless terminated earlier as provided for herein. This Agreement shall automatically terminate upon the termination of the Transit Services Agreement.

4. USE of the VEHICLES:

First Transit, on behalf of Lessee, shall use and operate the Vehicles for the purpose and in the locations set forth in the Transit Services Agreement, and in accordance with all applicable federal, state and municipal laws, ordinances, rules and regulations.

5. MAINTENANCE:

First Transit shall perform all routine and preventative maintenance on the Vehicles, as set forth in the Transportation Services Agreement, on behalf of the Lessee and shall invoice Lessee monthly for such maintenance.

6. TITLE AND REGISTRATION:

a) Title and ownership in and to the Vehicles shall at all times remain vested in First Transit, and Lessee shall not do or perform any act prejudicial thereto. Lessee shall not pledge, sell, assign, rehire, sublease, abandon, give up possession, damage or destroy the Vehicles.

(b) The Vehicles shall be registered in the name of First Transit under the applicable laws pertaining to motor vehicles in the jurisdictions in which the Vehicles are regularly operated. Lessee shall be invoiced for any Ohio registration fees or taxes.

7. INSURANCE:

First Transit shall maintain the levels of insurance coverage as required by Section 8 of the Transit Services Agreement.

8. TERMINATION FOR CONVENIENCE:

Either party may terminate this Agreement for convenience upon not less than thirty (30) days prior written notice to the other party. If Lessee terminates the Lease prior to the expiration of the first six-months of the Lease on _____, 2017, Lessee agrees to pay a \$1500 termination fee to First Transit.

9. DEFAULT:

In the event that: (a) Lessee fails to pay any rent or make any other payment under this Agreement when due; or (b) Lessee is in default of the performance of any obligations, condition, representation or warranty set out in this Agreement and shall fail to remedy such default within ten (10) days of receipt of written notice by the First Transit of such default; or (c) Lessee becomes insolvent or makes an assignment for the benefit of its creditors or applies for or consents to the appointment of a receiver, trustee or liquidator, or a receiver, trustee or liquidator is appointed without the application or consent of Lessee, or a petition is filed by or against Lessee under bankruptcy or insolvency laws providing for relief for debtors, or Lessee breaches any of the terms of any lien or credit agreements, or Lessee makes a bulk transfer of its assets, equipment or inventory; or (d) any other execution or writ or process is issued in any action or proceedings against Lessee, whereby the Vehicles may be taken or detained; then Lessee shall be and shall be deemed to be in final default of this Agreement and shall for all purposes be deemed to have repudiated this Agreement, and First Transit may, by notice addressed to Lessee, terminate this Agreement and shall thereafter be entitled to the entire amount of the unpaid rent for the full balance of the term of this Agreement, discounted to net present value at the date of termination, in accordance with generally accepted accounting principles. The foregoing rights and remedies shall be cumulative, and in addition to and not in limitation of any other rights First Transit may have at law or in equity. In the event that the First Transit shall incur any legal costs, attorney's fees or court costs by reason of an event of default by Lessee under this Agreement, Lessee shall be liable to First Transit for such attorney's fees, court costs and any expenses related to the enforcement of First Transit's rights under this Agreement.

10. ASSIGNMENT AND AMENDMENTS:

No assignment of this Agreement or any interest hereunder on the part of Lessee shall be of any force or effect unless consented to in writing by First Transit. First Transit may assign this Agreement without the consent of Lessee and on prior written notice, to any subsidiary or affiliate of First Transit or its parent company. Lessee shall cooperate in the execution of assignment documents, as may reasonably be required by First Transit or its assignee. Except for such assignment, Agreement may only be modified or amended by writing, stating that it is an amendment and signed by the parties.

11. NOTICES:

Any notices desired or required to be given under this Agreement shall be made in writing by courier to the address to the contact persons for each party set forth at the beginning of this Agreement, or to such other address as the parties may hereafter substitute by written notice.

12. TIME: Time is of the essence of this Agreement and each and all of its provisions.

13. INTERPRETATION: Whenever the context of this Agreement so requires, the singular number includes the plural and vice versa. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws in force in the jurisdiction where the Vehicles are located.

FIRST TRANSIT, INC.

LESSEE: CITY OF SANDUSKY

By:

By:

(Signature)

(Signature)

(Name and Title)

(Name and Title)

ATTACHMENT A
Vehicles under Lease

<u>First Transit</u> <u>Vehicle No.</u>	<u>Year/Make</u>	<u>Capacity</u>	<u>VIN</u>	<u>Monthly Rent per</u> <u>Vehicle*</u>
184611	2007 Eldorado National		1N9HJAC867C084213	\$1500 per month/ per vehicle for months 1-12 \$1400 per month/ per vehicle for months 13-24
184619	2007 Eldorado National		1N9HJAC857C084218	\$1500 per month/ per vehicle for months 1-12 \$1400 per month/ per vehicle for months 13-24

Initial for Acceptance of ATTACHMENT A terms:	First Transit	Lessee

TO: Eric Wobser, City Manager

FROM: Angela Byington, AICP, Planning Director

DATE: April 25, 2017

SUBJECT: Amendment to the Cooperative Agreement between the City of Sandusky and the Trust for Public "TPL" Land for additional community engagement by the design consultant for completion of the Downtown Sandusky East Bay Plan "Plan".

ITEM FOR CONSIDERATION: Amendment to the Cooperative Agreement between the City of Sandusky and the Trust for Public Land for additional community engagement by the design consultant. The proposed additional community engagement has an associated fee of \$9,500.

BACKGROUND INFORMATION: The City entered into a Cooperative Agreement with the Trust for Public Land, through ordinance 16-078, on May 9, 2016. The original Cooperative Agreement provided for the City of Sandusky and TPL to work together to create the Downtown Sandusky East Bay Plan. The total project cost for the Plan is \$90,244. The project cost was to be paid fifty percent by a Coastal Management Assistance grant, awarded by the Ohio Department of Natural Resources to the Trust for Public Land and the remaining fifty percent by grants to the City from the Randolph J. and Estelle M. Dorn Foundation, the Wightman-Wieber Charitable Foundation and the Erie County Community Foundation. To date, there have been no City funds provided for this project. Additional funds have been provided, through a private donor directly to TPL, for market analysis of the downtown, which is not part of this project cost.

TPL has subcontracted with Smith Group JJR for the public participation related to the design of the site as well as completion of the final design. TPL selected Smith Group JJR based on the determination that they provided the best proposal. It was determined that additional public participation for the design is necessary in order to provide quality design for the Plan as proposed by Smith Group JJR. The proposed additional public participation includes expansion of the following items:

- A more in depth Site Analysis Framework and Community Forum.
- Another expanded Community Workshop which will consist of a series of day-long events.
- A final Community Forum.

**Attached is a proposal from TPL for the additional services.*

BUDGETARY INFORMATION: The total cost of project will be amended to \$99,744 and the total City share is \$54,622, however the only direct City funds provided for the project is the proposed \$9,500. It is proposed that the \$9,500 be paid with Battery Park TIF Funds.

ACTION REQUESTED: It is recommended that the Cooperative Agreement be amended to increase the total project cost by \$9,500, which will be paid for by the City with Battery Park TIFF funds so that additional community participation can occur to complete the Downtown Sandusky East Bay Plan. It is requested that this ordinance be passed as emergency in accordance with Section 14 of the City Charter to allow for completion of the Downtown Sandusky East Bay Plan by the ODNR required completion date of June 30, 2017.

I concur with this recommendation:

Eric Wobser City Manager		Angela Byington, AICP Director of Planning	



B.F. Keith Building
1621 Euclid Ave.
Suite 1600
Cleveland, OH 44115
T: 216.928.7518
F: 216.928.7519
www.tpl.org

April 20, 2017

Angela Byington, Planning Director
City of Sandusky
222 Meigs Street
Sandusky, OH 44870

Memo: **Downtown Sandusky East Bay Plan**
Additional Services: Design Consultant Community Engagement

Angie,

As the Sandusky East Bay Plan has continued to evolve and take shape through the stakeholder outreach and creation of design guidelines for incorporating new, expanded, and enhanced parks along the bayfront, the desire for additional community engagement and participatory design activities has arisen.

Funded through the Coastal Management Assistance Grant, The Trust for Public Land has contracted with Smith Group JJR, a landscape architecture and planning consultant to create conceptual design plans, renderings, and preliminary budget estimates for park spaces. Developed in coordination with The Trust for Public Land and City of Sandusky, the scope of work that Smith Group JJR will be performing is attached to this memo.

As the Smith Group JJR scope has evolved, it was determined that additional community engagement activities would be beneficial. These will not only strengthen this process, but ensure that the designs created best prepare the City of Sandusky and its residents and stakeholders for moving forward towards funding and implementation of the bayfront parks.

To reach this goal, the City of Sandusky has agreed to contribute an additional \$9,500 towards the community engagement portion of the Smith Group JJR scope of work. As Smith Group JJR is under contract with The Trust for Public Land, The City will be invoiced for the additional funds by The Trust for Public Land. Related to the attached scope of work, these funds will allow for:

- A more in depth Site Analysis Framework and Community Forum (tasks 2.1 and 2.2) to direct the community efforts
- A Community Workshop (task 3.1) that is significantly expanded in scope and scale to involve opportunities for both the Stakeholder Committee and greater community to actively create park plans and concepts representing their unique priorities. The design team will lead intensive design workshops with the community, creating plans that will serve as the basis for the concept alternatives in the later tasks. This Community Workshop will consist of a series of day-long events in which the various stakeholders previously engaged in this project will have the opportunity to work with the team to transform their priorities expressed in the interviews / meetings into park plan concepts. In addition, the broad Sandusky community will be invited to attend an evening workshop, through which their priorities for park and public space design will also be translated visually into park concepts. As the Smith Group JJR team then creates conceptual alternatives, and a priority conceptual plan is established, the evolution of the East Bay design will be able to be demonstrated from the design guidelines created, through the

public / stakeholder designs from the Community Workshops, to the conceptual plan presented in the final Community Forum in task 4.5.

These additional community engagement activities will certainly elevate the Downtown Sandusky East Bay Plan to a higher level, creating a blueprint for investing in public lands that fully leverage the important contributions that residents and stakeholders will bring to envisioning a prosperous and exciting future. We look forward to undertaking this process as it unfolds with the City and Smith Group JJR team.

Sincerely,

Matthew Schmidt, AICP, LEED AP
Program Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF SANDUSKY AND THE TRUST FOR PUBLIC LAND (TPL) FOR PROFESSIONAL SERVICES FOR THE SANDUSKY DOWNTOWN EAST BAY PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, office of Coastal Management, administers financial assistance for coastal management purposes, through the Ohio Coastal Management Program; and

WHEREAS, the Trust for Public Lands (TPL) was nominated by this City Commission at their regularly scheduled meeting on November 10, 2014, to prepare and file a grant application on behalf of the City by the deadline of November 21, 2014; and

WHEREAS, the City Commission authorized the submission of a grant application to the Ohio Department of Natural Resources (ODNR), Office of Coastal Management for financial assistance through the Coastal Management Assistance Grant (CMAG) Program for the development of a master plan for the Sandusky Downtown East Bay Area by Resolution No. 049-14R, passed on November 24, 2014, and subsequently obtained grant funds in the amount of \$45,122.00 to assist with implementing the Plan; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Cooperative Agreement with the Trust for Public Land (TPL) for Professional Services for the Sandusky Downtown East Bay Plan by Ordinance No. 16-078, passed on May 9, 2016; and

WHEREAS, the Sandusky Downtown East Bay Plan, which is part of the Bayfront Corridor Plan, will provide the City with resources to develop a long-term vision for city-owned property on the eastern edge of downtown, including the Sandusky Bay Pavilion, Battery Park and City Hall properties and the goal of the planning process will be to improve public access to the waterfront as well as to determine how to better activate the space and the Trust for Public Lands (TPL) is providing services to create a vision for increased public access to and improvement of the Bayfront parks and public spaces located at the east end of downtown; and

WHEREAS, this Amendment provides for additional services to conduct a more in depth Site Analysis Framework and Community Forum, another expanded Community Workshop, and a final Community Forum and the total cost associated with this Amendment is \$9,500.00; and

WHEREAS, the revised total cost for the Sandusky Downtown East Bay Plan project is \$99,744.00 of which \$45,122.00 will be paid through reimbursement by the Coastal Management Assistance Grant (CMAG), \$45,122.00 will be paid by donations from the Erie County Community Foundation, Randolph J. & Estelle M. Dorn Foundation, and the Wightman-Wieber Foundation, and the remaining balance of \$9,500.00 is proposed to be paid with Battery Park TIF Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Amendment and allow the Trust for Public Land to complete the Downtown Sandusky East Bay plan by ODNR's required completion date of June 30, 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; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to enter into an Amendment to the Cooperative Agreement on behalf of the City with the Trust for Public Land (TPL) for professional services for the Sandusky Downtown East Bay Plan, substantially in the same form as attached to this Ordinance and 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 being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes at an amount **not to exceed** Nine Thousand Five Hundred and 00/100 Dollars (\$9,500.00).

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: _____

PAGE 3 - ORDINANCE NO. _____

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 8, 2017

AMENDMENT OF COOPERATIVE AGREEMENT

This Amendment of Cooperative Agreement, dated as of the ____ day of May, 2017 (hereinafter referred to as the "Amendment"), by and between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation** (hereinafter referred to as the "TPL") and **THE CITY OF SANDUSKY, OHIO** (hereinafter referred to as the "City").

WITNESSETH

WHEREAS, TPL and City entered into a Cooperative Agreement dated May 25, 2016 ("Agreement"), which is attached hereto as Exhibit "A" and by this referenced incorporated herein, providing for the parties to work cooperatively in improving the Bayfront parks and public spaces located at the east end of downtown Sandusky (the "Downtown Sandusky East Bay Plan"), more particularly described therein; and

WHEREAS, as the planning process has progressed, it has been recognized that the resulting plan will be of significantly greater impact to the future of the bayfront and growth of Downtown Sandusky and should take into consideration a more detailed design component for the park and public space design, as well as that of the surrounding development. This will ensure a seamless and unified plan resulting from this process that will serve as a guide for the City to move forward with the ongoing revitalization of the bayfront; and

WHEREAS, as a means of accomplishing this result, the scope of work that The Trust for Public Land and their planning / design consultant will undertake will need to expand beyond the initial community engagement and park vision/design components of the project that are eligible and were originally funded for CMAG funding; and

WHEREAS, Paragraph 11 of the Agreement provides that no supplement, modification or an amendment to this Agreement shall be binding unless executed in writing by both parties; and

WHEREAS, TPL and City mutually desire to Amend the referenced Agreement in writing; and

WHEREAS, it is proposed to amend Section 3. of the Agreement between the City and Trust for Public Land to increase the total reimbursement to TPL to not exceed Ninety-Nine Thousand Seven Hundred Forty-Four and 00/100 Dollars (\$99,744.00), increasing the total project cost from \$90,244 to \$99,744.00

NOW, THEREFORE, for and in consideration of the Property and the mutual covenants contained herein, TPL and City have entered into this Amendment on the terms and conditions as set forth below:

1. The Agreement is hereby modified to amend Recitals section to provide for the amount of City Funds to be amended to Fifty-Four Thousand Six Hundred Twenty Two Dollars and No/100 (\$54,622.00).

2. Section 3, Compensation, in return for the Services performed under the Scope, TPL will seek reimbursement quarterly in equal amounts from the CMAG Grant and the City Funds. TPL has submitted a report on April 5, 2016 to the Ohio Department of Natural Resources in connection with the CMAG Grant and will commence reimbursement request at the end of the current quarter. The total reimbursement to TPL hereunder shall not exceed Ninety-Nine Thousand Seven Hundred Forty-Four Dollars (\$99,744). The total reimbursement includes a \$45,122 contribution by the City to match the CMAG grant in the amount of \$45,122. In addition, TPL shall seek reimbursement for design consulting fees from City Funds in the amount of Nine Thousand Five Hundred Dollars and No/100 (\$9,500.00) upon completion of the design consulting services. Any additional services provided by TPL and not contemplated in this Agreement, must be approved in advance in writing and signed by both parties

3. The parties agree the Agreement is in full force and effect without default by either party.

4. In the event of a conflict between this Amendment and the Cooperative Agreement, the terms of this Amendment shall prevail.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute the same instrument. Legible fax copies and photocopies of documents signed by either party are deemed to be equivalent to originals.

IN WITNESS WHEREOF, TPL and City have executed, sealed and delivered this Amendment by duly authorized representatives, as of the day and year first above mentioned.

THE TRUST FOR PUBLIC LAND
a nonprofit California corporation

CITY OF SANDUSKY

By:
Its:

By: Eric L. Wobser
Its: City Manager

Approved as to form and correctness:

COOPERATIVE AGREEMENT
(Downtown Sandusky East Bay Plan)

This Cooperative Agreement (the "Agreement") is entered into by and between THE CITY OF SANDUSKY, OHIO, whose address is 222 Meigs Street, Sandusky, Ohio 44870 (the "City") and THE TRUST FOR PUBLIC LAND, a California nonprofit corporation whose address is B.F. Keith Building, 1621 Euclid Avenue, Suite 1600, Cleveland, Ohio 44115 ("TPL").

Recitals

WHEREAS, the City and TPL are working cooperatively to create a vision for increased public access to and improvement of the bayfront parks and public spaces located at the east end of downtown Sandusky (the "Downtown Sandusky East Bay Plan" or the "Plan"); and

WHEREAS, the Plan is intended to balance the City's land re-use strategies with improved greenspace amenities both of which will promote economic development as a means of increasing the City's economic resiliency; and

WHEREAS, the Plan will examine the existing Sandusky Pavilion property, the Battery Park property, the City skate park, an existing pathway and land occupied by parking lots, tennis courts and City Hall and make recommendations for enhancing and adding greenspace and for improving connectivity within the area and to the waterfront areas to the east and west; and

WHEREAS, TPL has proposed to City a scope of work and timeline for completing the Plan; and

WHEREAS, TPL has applied for and obtained a Coastal Management Assistance Grant ("CMAG Grant") in the amount of Forty Five Thousand One Hundred and Twenty Two Dollars (\$45,122) to help implement the Plan; and

WHEREAS, the City has agreed to match of the funds obtained by TPL through the CMAG Grant in order to facilitate implementation of the Plan in the amount of Forty Five Thousand One Hundred Twenty Two Dollars (\$45,122) (the "City Funds").

NOW, THEREFORE, in consideration of the payment and mutual covenants set forth herein, and other good and sufficient consideration, the receipt of which the parties hereby acknowledge, the parties hereto agree:

1. Scope of Work: TPL will carry out the services (the "Services") identified in the scope of work and timeline (the "Scope") attached hereto as Exhibit "A" and incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the terms and conditions set forth in Exhibit "A", the terms of this Agreement shall control.

(a) TPL will coordinate with City to implement the Services set forth in the Scope.

(b) TPL shall regularly consult with the City on the status and results of the Services, and shall deliver the Services, to the greatest extent practicable in accordance with the timeline set for in the Scope.

(c) TPL and City acknowledge and agree that the "Deliverables" set forth in the Scope will serve as the basis for tracking the progression of the Plan as it develops relative to the Scope.

2. Term: The term of this Agreement shall commence as of the date the last of the parties hereto has signed this agreement and shall continue until June 30, 2017, unless otherwise extended by mutual agreement of the parties or earlier terminated in accordance with section 4 below.

3. Compensation: In return for the Services performed under the Scope, TPL will seek reimbursement quarterly in equal amounts from the CMAG Grant and the City Funds. TPL has submitted a report on April 5, 2016 to the Ohio Department of Natural Resources in connection with the CMAG Grant and will commence reimbursement request at the end of the current quarter. The total reimbursement to TPL hereunder shall not exceed Ninety Thousand Two Hundred Forty Four Dollars (\$90,244). Any additional services provided by TPL and not contemplated in this Agreement, must be approved in advance in writing and signed by both parties.

4. Termination: Notwithstanding the provisions of Section 2, the parties shall have the right to terminate this Agreement if either party defaults on their obligations pursuant to this Agreement and TPL may seek reimbursement for services completed prior to such termination.

5. Research and Documents: All documents, reports, materials or other information collected or prepared by TPL, including all Deliverables to be provided in connection with this Agreement, including but not limited to any confidential information, shall be shared with the City for purposes of implementing the Plan, but shall remain the property of TPL. City may make copies of such information for its own records. Both parties acknowledge that this section is subject to Ohio and Federal laws related to public records.

6. Project Direction: All Services performed by TPL shall be managed by Matthew Schmidt.

7. Insurance. TPL shall, while performing the Services hereunder, maintain any coverage legally and/or customarily required of an independent contractor while performing the same or similar services for a person or entity in the position of City and warrants that it has obtained for itself and its employees, all insurance required by law or by industry custom for contractors involved in the same or similar work.

8. Standard of Care. TPL agrees to use that level of care and skill ordinarily exercised by professional contractors acting under similar circumstances in performing its obligations hereunder.

9. Status of TPL. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of agent and principal between TPL and City or any employee of City. TPL shall operate as an independent contractor, and the City shall not be responsible for any of TPL's acts or omissions.

10. Entire Agreement. This Agreement (inclusive of Exhibit "A") constitutes the entire agreement of the parties and supersedes any and all prior or contemporaneous written or oral agreements between the parties respecting the subject matter hereof.

11. Modification. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by both parties.

12. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. TPL shall not be entitled to assign any of its rights or obligations hereunder without the prior written consent of City.

14. Notices. Any written notice, report or other communication required or permitted to be given under this Agreement shall be deemed sufficiently given when delivered personally or upon deposit in the United States mail, first class postage prepaid, or when sent by established courier, or when sent by telefacsimile (with receipt confirmed) addressed as follows:

If to Client:

The Trust for Public Land
B.F. Keith Building
1621 Euclid Avenue, Suite 1600
Cleveland, Ohio 44115
Attn: Matt Schmidt
E-mail: matt.schmidt@tpl.org
Phone: 216-928-7518

If to Contractor:

City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870
Attn: Eric Wobser, City Manager
E-mail: ewobser@ci.sandusky.oh.us
Phone: 419-627-5844

With copy to:
Angela Byington, AICP
Planning Director
City of Sandusky
222 Megis Street, Sandusky, Ohio 44870
Phone: 419-627-5832

15. Precedence of Conditions. Should any conflict exist between the terms and conditions set forth in this Agreement and the Scope attached as Exhibit "A", the terms and conditions set forth in

this Agreement shall prevail, unless the Parties expressly agree otherwise in writing.

16. Headings. The subject headings of the Sections of this Agreement are provided for convenience only and shall not affect the construction or interpretations of any of the provisions hereof.

17. Counterparts. This Agreement may be executed in multiple counterparts and each such executed counterpart shall be deemed an original, but all of which together shall constitute a single instrument.

18. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio applicable to contracts made and to be performed in Ohio.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date and year first written below.

THE TRUST FOR PUBLIC LAND

By: 

Name: Pamela A. Carson

Title: Ohio State Director

Date: 5.16.16

THE CITY OF SANDUSKY

By: 

Name: Eric L. Wobser

Title: City Manager

Date: 5/25/16

Approved as to form and correctness:


Justin D. Harris # 0078252


Law Director

City of Sandusky

* * * * *

Certificate of Fiscal Officer

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations or certificates no outstanding.

 CPA 5-20-16

Hank Solowiej, Finance Director



B.F. Keith Building
1621 Euclid Ave.
Suite 1600
Cleveland, OH 44115
T: 216.928.7518
F: 216.928.7519
www.tpl.org

March 11, 2016

Eric Wobser, City Manager
City of Sandusky
222 Meigs Street
Sandusky, OH 44870

Memo: **Downtown Sandusky East Bay Plan**
Trust for Public Land Scope of Work

Eric,

The Trust for Public Land is excited to be moving forward with the Downtown Sandusky East Bay Plan in partnership with the City of Sandusky following the finalization of the Coastal Management Assistance Grant (CMAG) administered by the Ohio Department of Natural Resources (ODNR).

The project was summarized in the CMAG application submitted to ODNR in November 2014 with the following description:

The Downtown Sandusky East Bay Plan is conceived to create a vision for increased public access to and improvement of the bayfront parks and public spaces located at the east end of downtown Sandusky. The plan is intended to balance the City's land re-use strategies with improved greenspace amenities both of which will promote economic development as a means of increasing the City's economic resiliency. The plan will examine the existing Sandusky Pavilion property, the Battery Park property, the City skate park, an existing pathway and land occupied by parking lots, tennis courts and City Hall and make recommendations for enhancing and adding greenspace and for improving connectivity within the area and to the waterfront areas to the east and west. Resident and stakeholder engagement will be a key component of the planning process. Furthermore, the process will explore the potential to incorporate green stormwater management facilities into existing or new greenspaces. The resulting plan will provide the means to pro-actively address waterfront park enhancement and expansion and ensure public needs are at the forefront of greenspace decisions.

Since the submittal of the CMAG application, the City has continued to develop the 2018 Bicentennial Vision, moving the community conversation around downtown and city-wide development and infrastructure prioritization forward. An immense variety of community input has been gathered through the Bicentennial Vision's Comprehensive Plan, and an early concept was developed by the City's consultant to visualize the input gathered.

Within the CMAG funded Downtown Sandusky East Bay Plan, it is The Trust for Public Land's intention to utilize the community input gathered, and concept plan created, as the basis for continued discussion with residents and stakeholders around the future of the waterfront properties. The work completed through the Comprehensive Plan will be reflected upon, and assumptions will be tested to create a plan, budget, and implementation strategy that will move new and improved bayfront parks towards construction.



Scope of Work and Timeline

The following scope of work outlines the process that The Trust for Public Land envisions. As with any community-based project of this nature, the scope of work will be dynamic, and may be an evolving process in order to best react to the feedback received and needs identified within the community. The plan will be created utilizing a phased approach as follows:

I. Establishing a Waterfront Framework: March – May 2016

A. *Review of Bicentennial Plan Status:* The initiatives considered within the Bicentennial Vision will serve as the basis for this process. A compilation of the pertinent issues and influences identified will be compiled to determine what priorities are represented in the initial plan and to test assumptions.

B. *Property Ownership / Use Restrictions:* Within the study area along the Sandusky bayfront, various property ownership and use restrictions exist. These will have an influence on the layout of the public space park planning, and the relationship of the proposed parks with surrounding development. Restrictions such as the LWCF provisions on the Sandusky Pavilion Property, the City's lease with the Sadler Sailing Club, and the mix of public and privately owned land surrounding Battery Park Marina will be researched.

C. *Existing Public Space Analysis:* The study area includes existing park and public spaces that have little relationship or connectivity with one another or the surrounding Sandusky neighborhoods. An analysis of these spaces will be undertaken to determine their overall condition, level of use, effectiveness in meeting the community's needs, natural assets, barriers to use, and accessibility. Community feedback from the Bicentennial Visioning process will serve as a guide for this analysis.

D. *Community Engagement:* A great deal of public feedback was obtained throughout the ongoing process. Within this stage of the plan, specific input and opinions will be sought from stakeholders, property owners, and resident groups that surround the Battery Park / City Hall sites to best inform how this park will serve the dual role as a community amenity and tourist destination. The Comprehensive Plan concept design will be utilized as a basis for these conversations, as well as the connectivity recommendations for how the site can better connect with the greater Sandusky community.

Youth and student engagement is seen as a critical component of the Downtown Sandusky East Bay Plan. With the assistance of the CMAG funding, programs will be developed that will include youth in the design and development of the park plans. This will serve not only as an educational opportunity about the importance of preserving our natural resources, but also establish a civic leadership role in the younger generations as they become an integral part of shaping the community's future. This engagement may take place in conjunction with the local schools, or through youth organizations as deemed appropriate. The City will assist in defining the most appropriate venue.

E. *Bayfront Parks Framework:* The information gathered throughout this initial phase of the Downtown Sandusky East Bay Plan will provide a foundation of the issues, opportunities and community needs that the public space plan will need to address. A compilation of these attributes will be prepared that can be continually referenced throughout the plan's development.

F. *Steering Committee Engagement:* The planning process will be guided by a group of engaged and committed stakeholders assembled to take on an active role in the decision making processes as the plan moves from one phase to the next. Throughout the process, this group will be involved in regular steering committee

meetings to chart the progress of the plan's development. It is anticipated that members of this committee may join The Trust for Public Land at the one-on-one stakeholder meetings as determined appropriate, or assist in broader community engagement events. The Trust for Public Land and City of Sandusky will jointly determine the appropriate members for this decision making body, and the frequency of meetings.

II. Exploring Opportunity: June – September 2016

- A. *Bayfront Public Access Studies:* Through a series of park and public space design studies, the framework guidelines will be utilized to explore the physical possibilities that exist on the bayfront. New park uses, relationships with the water, strengthened relationships, the potential for stormwater treatment, and expanded public access will be some of the many considerations. The opportunities explored will look to the long-term sustainability of the City, yet remain grounded in the reality of what initial projects can be implemented through municipal and private initiatives to reflect the cultural, historic and economic characteristics important to the Sandusky community.

The Trust for Public Land will work with the City of Sandusky to select a design consultant to assist in the development of park plans and budget assessments.

- B. *Coordination with Potential Redevelopment:* A critical role that this plan will play in the future of the City's bayfront properties will be to establish a balance between the desire to maintain quality public space and access to the waterfront, with future development surrounding this unique location along the shoreline. By bringing these two components of economic development planning together through this process, a true walkable and integrated mixed-use neighborhood can be realized in which the public's goals for waterfront parks can be met. The designs will integrate spaces that will reflect new land uses and explore the potential to mitigate the effects of stormwater through green infrastructure, becoming a catalyst to development. The City of Sandusky will lead the determination of the appropriate developer / team for consultation.
- C. *East Bay Park Connections:* The plan for the development of the bayfront parks will look beyond the specific study area to consider broader connections. Through the Comprehensive Plan, numerous potential routes were identified for multi-modal connections that will provide enhanced access to the bayfront for residents and tourists of all ages and abilities. These routes will be further studied in conjunction with the City, and Erie Metroparks where appropriate, as it relates to prioritization and the City's Capital Improvements Plan.
- D. *Solicit Community Feedback:* The steering committee will be reconvened to discuss and evaluate the variety of proposals for improved and new greenspace, their relationship with redevelopment sites, connections to downtown, green infrastructure, and bayfront trails. Committee members will be asked to evaluate the proposals based on their ability to meet the individual needs each has identified from a civic standpoint, as well as the criteria established from the stakeholder and youth feedback. An evaluation tool will be developed that will allow different aspects of the proposals to be assessed as a part of the greater whole for the purposes of determining a preferred plan.

The resident community will be asked to provide input surrounding the proposed options. It is the intention of The Trust for Public Land to host an interactive session in conjunction with an existing event that will be hosted within Downtown or Battery Park during the summer. This will provide a wide array of feedback from the greater Sandusky community, and allow for the full spectrum of bayfront park users to have a hand in crafting the plan for the East Sandusky Bay properties. The Trust for Public

Land will work with the City to identify the appropriate venue for this to occur. Based on the feedback provided through this public forum and from the steering committee, the preferred elements of the Downtown Sandusky East Bay Plan will be determined.

III The Bayfront Vision: October – December 2016

- A. *The Downtown Sandusky East Bay Plan*: The plan and community-lead process will be compiled and presented in both a graphic and written format. The plan will outline the preferred elements, parks spaces, and connector routes that have been identified as a result of the engagement process. The plan and supporting documentation will be created to serve as a marketing piece for promoting economic development, as well as a guide for implementation.
- B. *Implementation Strategies*: Critical to the successful realization of the Downtown Sandusky East Bay Plan will be the establishment of a clear course for next steps. As a means of doing so, the document that will result from this process will include a framework that outlines what entities will be responsible for the construction of different elements of the vision. It is anticipated that this may include municipal sources, as well as the possibility for private developers, parks groups, other government entities, or philanthropic organizations. This implementation strategy will include phasing priorities for the various recommended elements of the plan as they relate to the economic realities at the time of its creation.
- C. *Project Budget Estimates*: To accompany the implementation strategies and phasing plan, budget estimates will be developed for the various aspects of the Downtown Sandusky East Bay Plan's recommendations. When evaluating the near-term initiatives, the budget estimates may include a more detailed line-item assessment of probable construction costs to provide the entity identified for implementation with a more immediate idea of the requirements for construction.
- D. *Community Unveiling*: The final Downtown Sandusky East Bay Plan will be presented to stakeholders and the community at a public event. This event will be potentially planned and scheduled to be a part of continued development and planning initiatives that will be determined as the process moves forward, ensuring that implementation efforts are an integral part of the larger strategy for Downtown Sandusky.

Deliverables

The following deliverables were provided to the Ohio Department of Natural Resources at the time of the grant application, and will serve as the basis for tracking the progression of the plan as it develops related to the scope of work outlined above:

- A synopsis of on-going and planned initiatives that will affect the study area
- A compilation of stakeholder and community input regarding the study area
- Guiding principles for developing the plan
- Park and greenspace design alternatives
- Connector trails and route improvement concepts
- Community and stakeholder feedback on the design alternatives/concepts
- A site plan and supporting drawings
- A final report documenting the planning process, the preferred elements and recommendations, and an implementation strategy outlining potential phasing and project leads for the various aspects of the plan
- Implementation plan and budget estimates for the proposed initiatives

Project Funding

As per the grant application, total project funding for the Downtown Sandusky East Bay Plan is \$90,244. The Ohio Department of Natural Resources is administering \$45,122 in grant funds to The Trust for Public Land. A required 50% match to the grant is being provided to The Trust for Public Land from the City of Sandusky via the Erie County Community Foundation and The Randolph J. & Estelle M. Dorn Foundations as a part of the 2018 Bicentennial Visioning process.

The funds, as allocated in the CMAG application, will be dispersed to The Trust for Public Land on a quarterly basis with reporting requirements to be submitted to ODNR on October 5th, January 5th, April 5th, and July 5th throughout the course of the project. A final Performance Report is required to be submitted to ODNR upon completion of the tasks and deliverables described above. ODNR requires that both the grant and match funds be accounted for within the reporting.

The Trust for Public Land will submit reporting for reimbursement of grant funds to both ODNR and the City of Sandusky simultaneously throughout the project to reflect the work performed to date as it relates to the deliverables identified.

Eric, we remain impressed and excited by all the city has been able to accomplish in such a short time period through the 2018 Bicentennial Visioning process. Building from that base of work and community impact will certainly elevate the Downtown Sandusky East Bay Plan to a higher level, creating a blueprint for investing in public lands that fully leverage the region's greatest natural asset, Lake Erie. We look forward to working with you and the team at the City as this process unfolds.

Sincerely,

Matthew Schmidt, AICP, LEED AP
Program Director