



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
AUGUST 28, 2017  
CITY HALL, 222 MEIGS STREET**

**INVOCATION**

**W. Poole**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CALL TO ORDER**

**W. Poole, D. Waddington, N. Lloyd, D. Murray, G. Lockhart, D. Brady & N. Twine  
August 14, 2017**

**APPROVAL OF MINUTES**

**PROCLAMATIONS**

**Rep Frederick H. Deering Memorial Highway**

**PRESENTATIONS**

**Tami Murray, Michael T. Murray Legacy Fund**

**Dr. Richard Koonce, Blue Streak University - Sandusky City Schools**

**AUDIENCE PARTICIPATION**

**COMMUNICATIONS**

**CURRENT BUSINESS**

**CONSENT AGENDA ITEMS**

**A. Submitted by Hank Solowiej**

**AMENDMENT #4 TO 2017 BUDGET**

**Budgetary Information:** Appropriation amendments are required to update the budget for previous actions of the city. Examples include, but are not limited to: 1) paratransit agreement with First Transit; 2) home repair projects using program income related to CHIP grant; 3) Sandusky Bay Strategic Restoration initiative through ODNR; 4) city's share of Justice Center project; 5) rental registration and inspection program; and 6) Police Department drug enforcement.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed adopting Amendment #4 to Ordinance No. 17-064 passed by this City Commission on March 27, 2017, making general appropriations for the Fiscal Year 2017; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**B. Submitted by Hank Solowiej**

**ISSUANCE & SALE OF VARIOUS PURPOSE IMPROVEMENTS NOTES**

**MOTION TO ACCEPT FISCAL OFFICER'S CERTIFICATE**

**Budgetary Information:** This various purpose improvement note sale includes renewal issues only. \$3,450,000 in notes will mature on October 5, 2017. The new various purpose improvement notes are in an amount of:

\$1,350,000.00 (retire \$1,500,000) for Bayfront Urban Revitalization

300,000.00 (retire \$375,000) for Venice Road grade separation

1,000,000.00 (retire \$1,200,000) for the Fire Department ladder truck

250,000.00 (retire \$300,000) for the Street Department salt trucks

The prior issue contained \$75,000.00 for fire trucks and will be completely paid off.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed providing for the issuance and sale of \$2,900,000 notes, in anticipation of the issuance of bonds, for the purpose of: 1) revitalizing a portion of the Bayfront Urban Revitalization Area by acquiring, clearing and improving certain properties in that area, undertaking the environmental clean-up and remediation of certain properties in that area, constructing road improvements and related utility and infrastructure improvements in that area, and otherwise improving that area; 2) paying a portion of the cost of eliminating grade crossings by constructing the Venice Road grade separation project in cooperation with the Ohio Department of Transportation; 3) acquiring a ladder truck for the Fire Department; and 4) acquiring salt trucks for the Street Department; and declaring an emergency.

**C. Submitted by Aaron Klein, Director of Public Works**

**ENROACHMENT AGREEMENT FOR 305 EAST WATER STREET (EXISTING HANDICAP ACCESSIBLE RAMP)**

**Budgetary Information:** There are no budgetary impacts to the city resulting from this legislation and the license 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 East Water Project, 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, for purposes of retaining an existing handicap accessible ramp; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**D. Submitted by Jeff Keefe, Project Engineer**

**ENCROACHMENT AGREEMENT FOR 305 EAST WATER STREET (NEW STAIRS & CONCRETE PAD)**

**Budgetary Information:** There are no budgetary impacts to the city resulting from this legislation 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 the East Water Project, 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, for purposes of installing basement stairs and a concrete dumpster pad; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**REGULAR AGENDA ITEMS**

**ITEM #1 - Submitted by Angela Byington, Planning Director**

**AGREEMENT WITH ENVIRONMENTAL DESIGN GROUP FOR SANDUSKY BAY PATHWAY PROJECT**

**Budgetary Information:** The cost of the professional services will not exceed \$69,862.96. The expenditure will be paid from the capital projects fund, which includes a donation of \$38,376.52 from the Michael T. Murray Legacy Fund that was given to the city, in honor of Michael Murray, to be utilized for the Sandusky Bay Pathway.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with Environmental Design Group, LLC, of Cleveland, Ohio, for the Sandusky Bay Pathway update project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #2 - Submitted by Casey Sparks, Chief Planner**

**APPROVAL OF HISTORIC DISTRICT EXPANSION WITHIN THE CENTRAL DOWNTOWN AREA**

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

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed recommending the downtown Sandusky commercial historic district for nomination to the National Register of Historic Places; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #3 - Submitted by Maria Muratori, Development Specialist**

**SMALL BUSINESS ASSISTANCE GRANT AGREEMENT WITH HALO 1848, LLP**

**Budgetary Information:** The city will be responsible for providing a total of \$15,000 in grant proceeds from the economic development capital projects fund on a reimbursable basis at the completion of the project.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000 through the small business assistance grant program to Halo 1848, LLP, in relation to the property located at 805 Wayne Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 - Submitted by Jeff Keefe, Project Engineer**

**PROFESSIONAL DESIGN SERVICES AGREEMENT WITH CT CONSULTANTS, INC. FOR MCCARTNEY ROAD RECONSTRUCTION PROJECT**

**Budgetary Information:** The not to exceed cost for professional design services is \$49,850 and will be paid with Issue 8 funds from the capital projects fund in the amount of \$22,675, and with storm sewer funds in the amount of \$27,175.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with CT Consultants, Inc. of Mentor, Ohio, for the McCartney Road reconstruction, storm sewer and storm pump station design project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #5 - Submitted by Jeff Keefe, Project Engineer**

**GRANT APPLICATION TO OHIO PUBLIC WORKS COMMISSION FOR THE MCCARTNEY ROAD RECONSTRUCTION PROJECT**

**Budgetary Information:** There is no cost to submit the application. Notification of award would be in December, 2017, giving sufficient time to plan resurfacing dollars by the city’s CY 2018 budget process. If awarded, any matching funds required would be incorporated into the 2018 budget. The cost of this project is estimated to be around \$350,000 and we are requesting a 50/50 split; the cost to the city would be \$175,000. The application will be written to maximize the amount of points received increasing the possibility of award based on grant money requested versus available capital funds.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed authorizing the submission of an application by the City Manager for financial assistance and to enter into a project agreement with the Ohio Public Works Commission in order to participate in the Ohio Public Works Commission’s State Capital Improvement and/or Local Transportation Improvement programs authorized by Chapter 164 (aid to local government improvements) of the Ohio Revised Code for the McCartney Road, Church Street (South) and Ward Street, and portions of Niagara Street (North) and Church Street (North) reconstruction project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #6 - Submitted by Aaron Klein, Director of Public Works**  
**PURCHASE OF CHANNEL GRINDER FOR VENICE ROAD PUMP STATION**  
**Budgetary Information:** The total cost for the purchase of a CMD2410-XDS2 upgrade Muffin Monster channel grinder from JWC Environmental is \$21,783 and will be paid with sewer funds.  
**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager and/or Finance Director to expend funds for the purchase of a Muffin Monster channel grinder for the Venice Road pump station from JWC Environmental of Santa Ana, California, in the amount of \$21,783; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**FIRST READING**  
**ITEM #7 - Submitted by Aaron Klein, Director of Public Works**  
**REPEAL OF SECTION OF CODIFIED ORDINANCES & CREATION OF NEW CHAPTER PERTAINING TO BACKFLOW**  
**Budgetary Information:** There is no budgetary impact. Any fees collected will be deposited to the city water account. Invoices will be sent to each affected customer by the Customer Accounting/Finance Department.  
**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Part Nine (Streets, Utilities and Public Services Code), Title Three (Utilities), by the repeal of Section 939.50 (Backflow Prevention Devices) and the addition of Chapter 943 (Backflow Prevention and Cross-connection Control) of the Codified Ordinances, in the manner and way specifically set forth hereinbelow.

**CITY MANAGER’S REPORT**  
**OLD BUSINESS**  
**NEW BUSINESS**  
**AUDIENCE PARTICIPATION**  
    Open discussion on any item (5-minute limit)  
**EXECUTIVE SESSION(S)**  
**ADJOURNMENT**

**Buckeye Broadband broadcasts on Channel 76:**  
**Monday, August 28 at 8:30 p.m.**  
**Tuesday, August 29 at 5 p.m.**  
**Monday, September 4 at 8:30 p.m.**  
  
YouTube: [https://www.youtube.com/channel/UCBxZ482ZeTTixa\\_Rm16YWTQ](https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWTQ)

# PROCLAMATION

WHEREAS, Frederick H. Deering (Fred) is being honored posthumously through the renaming of a portion of State Route 4 from Erie to Crawford Counties to “Representative Frederick H. Deering Memorial Highway” as designated in Senate Bill 182 passed by the 131<sup>st</sup> General Assembly and made effective August 5, 2016; and

WHEREAS, this Highway designation is a fitting tribute to a powerful State Legislator who fought the rightness of the “tax-and-spend” philosophy and believed in increasing taxes and utilizing them to build and maintain roads earning him the nickname “Freeway Fred”; and

WHEREAS, Fred was born in Oxford Township, Ohio, graduated from Monroeville High School and attended The Ohio State University, then returned to Erie County and established Deering Farms, Inc. in Monroeville, Ohio, and Seven Limers, Inc. in Bellevue, Ohio, focusing on the Ohio agricultural industry; and

WHEREAS, Fred began a 51-year career as an elected official in 1952 until his death in 2010 serving as Commissioner for Erie County, member of Perkins School Board and as an Ohio State Representative for Erie, Ottawa and portions of Lucas and Wood Counties; and

WHEREAS, during his tenure as an Ohio State Representative, Fred was responsible for more than 80 Bills and Amendments which became law including the establishment of the Ohio Sea Grant program, conservation laws pertaining to Ohio drainage and pesticide laws, solid waste and recycling legislation, the Current Agricultural Use Value law, research funding for the Ohio Wine Industry and programs for the Ohio Department of Agriculture, Ohio Department of Natural Resources and Ohio Extension Services; and

WHEREAS, Fred has been recognized for his volunteerism and dedication to the community through his work with Friends of Erie MetroParks, Erie Regional Planning Commission, the Erie County Landfill, the Erie-Ottawa Regional Airport, BGSU-Firelands McBride Arboretum, the Ohio Farmers Union, Men’s Garden Club of Erie County, Erie County Democratic Party, Habitat for Humanity, St. John’s United Church of Christ and the Erie County Democratic Party;

**NOW THEREFORE BE IT RESOLVED**, I, Dennis Murray, President of the Sandusky City Commission, do hereby ask all citizens to join with me in celebrating and recognizing the lifetime achievements of

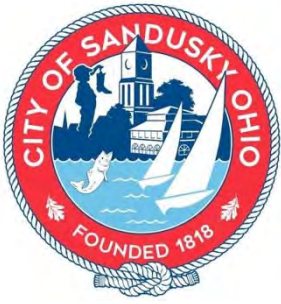
***FREDERICK H. DEERING***

and to remember him while traversing the very roadways he had such a passion for maintaining, even if this means our pocketbooks feel a little lighter; and further resolve, as an altogether fitting tribute to “Freeway Fred”, that we collectively commend to our state legislators at least a 25% increase in the gas tax which has remain unchanged since 2005, even as inflation has eaten away more than 25% of its purchasing power.

Dated this 28th day of August, 2017.

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Dennis E. Murray, Jr.,  
Sandusky City Commission



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

222 Meigs Street  
Sandusky, Ohio 44870  
Phone (419) 627-5888  
Fax (419) 627-5892

TO: Eric L. Wobser, City Manager  
FROM: Hank S. Solowiej, CPA, Finance Director  
DATE: August 18, 2017  
RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:**

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

I am submitting amendment #4 to the 2017 General Appropriations.

**BUDGETARY INFORMATION:**

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

- Paratransit agreement with First Transit
- Home repair projects using program income related to CHIP grant
- Sandusky Bay Strategic Restoration Initiative through ODNR
- City's share of justice center project
- Rental registration & inspection program
- Police department drug enforcement

Please contact the Finance Director if there are any questions.

**ACTION REQUESTED:**

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

CC: Justin Harris, Law Director

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

**AN ORDINANCE ADOPTING AMENDMENT NO. 4 TO ORDINANCE NO. 17-064 PASSED BY THIS CITY COMMISSION ON MARCH 27, 2017, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2017; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission made general appropriations for the Fiscal Year 2017 Operating Budget by Ordinance No. 17-064, passed on March 27, 2017; and

**WHEREAS**, this City Commission adopted Amendment No. 1 to Ordinance No. 17-064 to cover deficiencies or needs which existed in the General, Transit, State & Federal Grants, Enforcement & Education, Capital Projects, Special Assessment, Water, Sewer, General Trust, and Park Endowment Funds by Ordinance No. 17-083, passed on April 24, 2017; and

**WHEREAS**, this City Commission adopted Amendment No. 2 to Ordinance No. 17-064 to cover deficiencies or needs which existed in the General, State, Capital Projects, Water, and Sewer Funds by Ordinance No. 17-097, passed on May 22, 2017; and

**WHEREAS**, this City Commission adopted Amendment No. 3 to Ordinance No. 17-064 to cover deficiencies or needs which existed in the General, Transit, Parks & Recreation, Capital Projects, and General Trust Funds by Ordinance No. 17-125, passed on June 26, 2017; and

**WHEREAS**, this Ordinance has been prepared to cover other deficiencies or needs which exist in the Transit, State Grants, Capital Projects, Special Assessment, Sewer, and General Trust Funds; and

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

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

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

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

Section 1. Ordinance No. 17-064 passed by this City Commission on the 27<sup>TH</sup> day of March, 2017, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
TRANSIT	-	10,000	10,000
TRANSIT FUND	-	10,000	10,000
HOME PROGRAM	-	10,457	10,457
STATE GRANTS FUND	-	10,457	10,457
SAND BAY STRATEGIC RESTORATION INITIATIVE	10,000	500	10,500
JUSTICE CENTER	-	50,000	50,000
CAPITAL PROJECTS FUND	10,000	50,500	60,500
RENTAL REGISTRATION FEE	50,000	10,000	60,000
INSPECTION FEE	-	10,000	10,000
SPECIAL ASSESSMENT FUND	50,000	20,000	70,000
EQUIPMENT REPLACEMENT	-	100,000	100,000
SEWER FUND	-	100,000	100,000
DRUG LAW ENFORCEMENT TRUST	-	20,000	20,000
GENERAL TRUST FUND	-	20,000	20,000
TOTAL ALL FUNDS	60,000	210,957	270,957

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

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

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

Section 5. That for the reasons set forth in the preamble hereto, this

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

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

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

Passed: August 28, 2017





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

222 Meigs Street  
Sandusky, Ohio 44870  
Phone (419) 627-5888  
Fax (419) 627-5892

TO: Eric L. Wobser, City Manager  
FROM: Hank S. Solowiej, CPA, Finance Director  
DATE: August 15, 2017  
RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:**

City Commission approval of an Ordinance and Fiscal Officer's Certificate for the issuance and sale of \$2,900,000 in Various Purpose Improvement Notes.

**BUDGETARY INFORMATION:**

This various purpose improvement note sale includes renewal issues only. \$3,450,000 in notes will mature on October 5, 2017. The new various purpose improvement notes are in an amount of:

- **\$1,350,000** (retire \$1,500,000) for Bay Front Urban Revitalization,
- **\$300,000** (retire \$375,000) for Venice Road Grade Separation,
- **\$1,000,000** (retire \$1,200,000) for the Fire Department Ladder Truck,
- **\$250,000** (retire \$300,000) for the Street Department Salt Trucks.

The prior issue contained \$75,000 for Fire Trucks and will be completely paid off.

**ACTION REQUESTED:**

It is requested that the City Commission accept the Fiscal Officer's Certificate and approve the ordinance in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is to allow the City adequate time to find a buyer of the new notes prior to the maturity of the current notes on October 5, 2017.

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

CC: Justin Harris, Law Director

**FISCAL OFFICER'S CERTIFICATE**  
(Refunding)

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

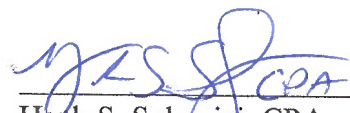
As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of \$2,900,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of: revitalizing the Bayfront Urban Revitalization Area by acquiring, clearing and improving certain properties in that Area, undertaking the environmental clean-up and remediation of certain properties in that Area, constructing road improvements and related utility and infrastructure improvements in that Area, and otherwise improving that Area (Project No. 1); paying a portion of the cost of eliminating grade crossings by constructing the Venice Road Grade Separation Project in cooperation with the Ohio Department of Transportation (Project No. 2); acquiring a ladder truck for the Fire Department (Project 3); and acquiring salt trucks for the Street Department (Project 4) (collectively, the improvement), that:

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

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

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

Dated: August 28, 2017

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

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

**AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$2,900,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF: (1) REVITALIZING THE BAYFRONT URBAN REVITALIZATION AREA BY ACQUIRING, CLEARING AND IMPROVING CERTAIN PROPERTIES IN THAT AREA, UNDERTAKING THE ENVIRONMENTAL CLEAN-UP AND REMEDIATION OF CERTAIN PROPERTIES IN THAT AREA, CONSTRUCTING ROAD IMPROVEMENTS AND RELATED UTILITY AND INFRASTRUCTURE IMPROVEMENTS IN THAT AREA, AND OTHERWISE IMPROVING THAT AREA; (2) PAYING A PORTION OF THE COST OF ELIMINATING GRADE CROSSINGS BY CONSTRUCTING THE VENICE ROAD GRADE SEPARATION PROJECT IN COOPERATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION; (3) ACQUIRING A LADDER TRUCK FOR THE FIRE DEPARTMENT; AND (4) ACQUIRING SALT TRUCKS FOR THE STREET DEPARTMENT; AND DECLARING AN EMERGENCY.**

**WHEREAS**, pursuant to Ordinance No. 16-151, passed September 12, 2016, notes in anticipation of the issuance of bonds, dated October 5, 2016 and maturing October 5, 2017, in the aggregate principal amount of \$1,950,000 were issued to pay costs of the following improvements, as part of a consolidated issue in the aggregate principal amount of \$3,450,000 pursuant to Section 133.30(B) of the Revised Code (that consolidated issue hereinafter referred to as the "Outstanding Notes"):

(i) \$1,500,000 principal amount of notes were issued for the purpose of revitalizing the Bayfront Urban Revitalization Area by acquiring, clearing and improving certain properties in that Area, undertaking the environmental clean-up and remediation of certain properties in that Area, constructing road improvements and related utility and infrastructure improvements in that Area, and otherwise improving that Area (Project No. 1), in accordance with the Urban Renewal Plan, the Act, the Grant (as such terms are defined in Ordinance No. 09-073 passed on September 14, 2009) and Section 20 of Article VIII of the Ohio Constitution; and

(ii) \$375,000 principal amount of notes were issued for the purpose of paying a portion of the cost of eliminating grade crossings by constructing the Venice Road Grade Separation Project in cooperation with the Ohio Department of Transportation (Project No. 2); and

(iii) \$75,000 principal amount of notes were issued for the purpose of acquiring a triple combination fire pumper truck and appurtenant equipment for the Fire Department (Project No. 5); and

**WHEREAS**, pursuant to Ordinance No. 16-150, passed September 12, 2016, notes in anticipation of the issuance of bonds, dated October 5, 2016 and maturing October 5, 2017, in the aggregate principal amount of \$1,200,000 were issued for the purpose of acquiring a ladder truck for the Fire Department as part of the Outstanding Notes (Project No. 3); and

**WHEREAS**, pursuant to Ordinance No. 16-149, passed September 12, 2016, notes in anticipation of the issuance of bonds, dated October 5, 2016 and maturing October 5, 2017, in the aggregate principal amount of \$300,000 were issued for the purpose of acquiring salt trucks for the Street Department as part of the Outstanding Notes (Project No. 4); and

**WHEREAS**, this City Commission finds and determines that the City should retire \$550,000 aggregate principal amount of the Outstanding Notes with funds available to the City, for internal accounting purposes attributed to each project as follows: Project No. 1, \$150,000; Project No. 2, \$75,000; Project No. 3, \$200,000; Project No. 4, \$50,000; and Project No. 5, \$75,000 (the entire remaining principal balance); and

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

<u>Project No.</u>	<u>Principal Amount</u>
1 (Bayfront Urban Revitalization)	\$1,350,000
2 (Venice Road Grade Separation)	300,000
3 (Ladder Truck)	1,000,000
4 (Salt Trucks)	250,000

**WHEREAS**, the Director of Finance, as fiscal officer of this City, has certified to this City Commission that the estimated life or period of usefulness of each of Projects 1 through 4 is at least five years, and that the estimated maximum maturity of the bonds for each Project and the maximum maturity of the notes for each Project, to be issued in anticipation of the bonds, are as follows; and

<u>Project No.</u>	<u>Maximum Maturity of Bonds - years</u>	<u>Maximum Maturity of Notes</u>
1 (Bayfront Urban Revitalization)	16	June 28, 2024
2 (Venice Road Grade Separation)	18	June 23, 2031
3 (Ladder Truck)	10	October 5, 2031
4 (Salt Trucks)	10	October 5, 2031

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

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$2,900,000 (the Bonds) for the purpose of Project No. 1, Project No. 2, Project No. 3 and Project No. 4.

Section 2. The Bonds shall be dated approximately October 1, 2018, shall bear interest at the now estimated rate of 6.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2018, until the principal amount is paid, and are estimated to mature in twenty annual principal installments each of which installment represents the aggregate of all principal payments for that year as if a separate issue of bonds were issued for each Project with the following number of principal installments for each Project, with principal installments on each separate issue being in such amounts that the total principal and interest payments on that issue in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year:

<u>Project No.</u>	<u>Number of Principal Installments</u>
1 (Bayfront Urban Revitalization)	16
2 (Venice Road Grade Separation)	18
3 (Ladder Truck)	10
4 (Salt Trucks)	10

The first principal installment is estimated to be made on December 1, 2019.

Section 3. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount of \$2,900,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the City, the Outstanding Notes (as defined in the preambles hereto). The Notes shall bear interest at a rate not exceeding 6.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than five months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United

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

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

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

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

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

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

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

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

Section 6. The Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with that officer's determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rate or rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Ex-Officio Mayor, the City Manager, the Finance Director, the Law Director, the Clerk of the City Commission (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office) and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

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



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

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

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

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

property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

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

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

City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations.”

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

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

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

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

Section 12. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director. In rendering those financial advisory services, as an independent contractor and in a financial advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the

formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

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

Section 14. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 15. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

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

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

Passed: August 28, 2017



## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: August 18, 2017

Subject: **Commission Agenda Item – Granting of an Encroachment License for the handicap accessible ramp at 305 East Water Street**

**ITEM FOR CONSIDERATION:** Legislation to enter into an Encroachment License agreement for the handicap accessible ramp located on the front portion of the property located at 305 East Water Street with the new owners of the property, East Water Project, LLC.

**BACKGROUND INFORMATION:** An encroachment license was granted to the previous owner's in 2015 for the installation of a handicap accessible ramp on the front portion of the building into the City right-of-way. The property has since sold to new owners requiring a new encroachment license agreement be signed.

The handicap accessible ramp is ninety square feet total and is situated on the front of the property along East Water Street. This license for encroachment will allow the new property owner to retain the existing encroachment located within the City's right-of-way for so long as the licensee complies with the requirements of the agreement and licensee acknowledges that this grant of a license for encroachment is terminable at the will of the City.

**BUDGETARY INFORMATION:** There are no budgetary impacts to the City resulting from this legislation 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 proper legislation be prepared approving the Grant of a License of Encroachment to East Water Project, LLC, for the handicap accessible ramp located at 305 East Water Street and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 as the purchase of the property is complete.

I concur with this recommendation:

---

Eric Wobser  
City Manager

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 EAST WATER PROJECT, 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, FOR PURPOSES OF RETAINING AN EXISTING HANDICAP ACCESSIBLE RAMP; 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, East Water Project, LLC, who recently purchased the property located at 305 E. Water Street, to utilize and maintain an existing handicap accessible ramp on City right-of-way located on the north side of East Water Street; 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 expedite the execution of the Grant of a License for Encroachment to allow the property owner to retain the existing handicap accessible ramp located at 305 E. Water Street; 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 East Water Project, LLC, 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: August 28, 2017



**GRANT OF A LICENSE  
FOR ENCROACHMENT ON THE NORTH SIDE  
OF EAST WATER 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 East Water Project, LLC ("Licensee") whose tax mailing address is 5235 Castle Hills Drive, San Diego, San Diego County, California, 92109, 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 Water Street, 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 north side of the Water Street right-of-way located at 305 E. Water Street.

C. Licensee desires to retain and maintain the existing handicap accessible ramp within the Owner's right-of-way for use by the general public in relation to the Licensee's facility located at 305 E. Water Street, Sandusky, Ohio, and as more fully described in Exhibits "A", "B", and "C" 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 north side of the Water Street 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 retain and maintain the encroachment as more fully described in Exhibits "A", "B" and "C" 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 305 E. Water Street, 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 maintain the encroachment, solely at Licensee's expense, for use in conjunction with Licensee's facilities located at 305 E. Water Street, 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: EAST WATER PROJECT, 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 #0078252  
Law Director  
City of Sandusky

**LEGAL DESCRIPTION  
ENCROACHMENT LICENSE AGREEMENT**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, and being part of the northerly right-of-way of Water Street (74.25 feet in width), all references herein to the records of the Erie County Recorder's Office, more particularly described as follows:

Commencing, for reference, at an iron pin found in a monument box marking the intersection of centerlines of Hancock Street and Water Street; thence, North 66°13'01" East with the centerline of Water Street, a distance of 33.00 feet to an angle point; thence, North 61°09'11" East with said centerline of Water Street, a distance of 72.96 feet to a point; thence, North 28°50'49" West through the northerly right-of-way of Water Street, a distance of 32.125 feet to a point and the **True Point of Beginning** for this description;

Thence continuing, North 28°50'49" West through said right-of-way, a distance of 5.00 feet to a point in the northerly right-of-way line of Water Street, the same being the southerly line of lands of Milan Perpetual Holdings, Ltd., RN 200216344;

Thence, North 61°09'11" East with said right-of-way line and with the southerly edge of an existing building, a distance of 18.00 feet to a point;

Thence, South 28°50'49" East through said right-of-way, a distance of 5.00 feet to a point;

Thence, South 61°09'11" West through said right-of-way, a distance of 18.00 feet to the point of beginning, containing 90 square feet of land, more or less, subject to an easement for operation and maintenance of existing utilities.

This description was prepared by Alexander B. Etchill, PS No. 8512 from a survey conducted in December, 2014. Bearings hereon are based upon Grid North for NAD '83, Ohio State Plane North Coordinate System.

John Hancock & Associates, Inc.

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

Date: DECEMBER 23, 2014  
File server/projects/228614/2286-encroachment license.doc

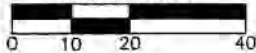




**LEGEND:**

- (C) CALCULATED DISTANCE
- (M) MEASURED DISTANCE
- (R) RECORD DISTANCE

SCALE: 1" = 20'  
SCALE IN FEET



BEARINGS HEREON ARE BASED UPON  
GRID NORTH FOR NAD '83, OHIO STATE  
PLANE NORTH COORDINATE SYSTEM.

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.

*Alexander B. Etchill*  
ALEXANDER B. ETCHILL, P.S.  
OHIO R.L.S. 8512

DATE: DECEMBER 23, 2014



E. SHORELINE DRIVE (80')

305 E. WATER STREET  
MILAN PERPETUAL HOLDINGS, LTD.  
RN 200216344  
56-01322.000

E. WATER STREET (74.25')

305 E. WATER STREET  
MILAN PERPETUAL HOLDINGS, LTD.  
RN 200216344  
56-01322.000

ENCROACHMENT  
LICENSE AGREEMENT  
90 S.F.

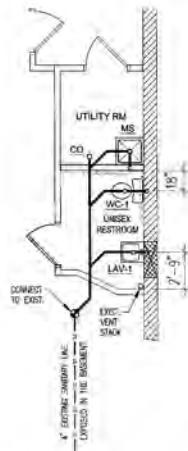
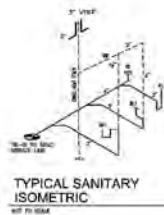
**ENLARGED VIEW**

REVISED:

*John Hancock & Associates*  
INCORPORATED  
ENGINEERS - SURVEYORS  
326 E. MARKET ST. SANDUSKY, OHIO 44870  
(419) 625-7338

**ENCROACHMENT LICENSE AGREEMENT**  
**305 E. WATER STREET**  
**LOTS 40, 39 & THE WESTERLY 10' OF LOT 38**  
**WARD 1, CITY OF SANDUSKY, ERIE COUNTY, OHIO**

JOB NO.:	228614
DRN BY:	DMH
FILE NO.:	2286-SURV
DATE:	12/23/14
SCALE:	1" = 20'
SHEET NO.:	1

[illegible]

**PLUMBING PLAN**  
SCALE: 1/4" = 1'-0"



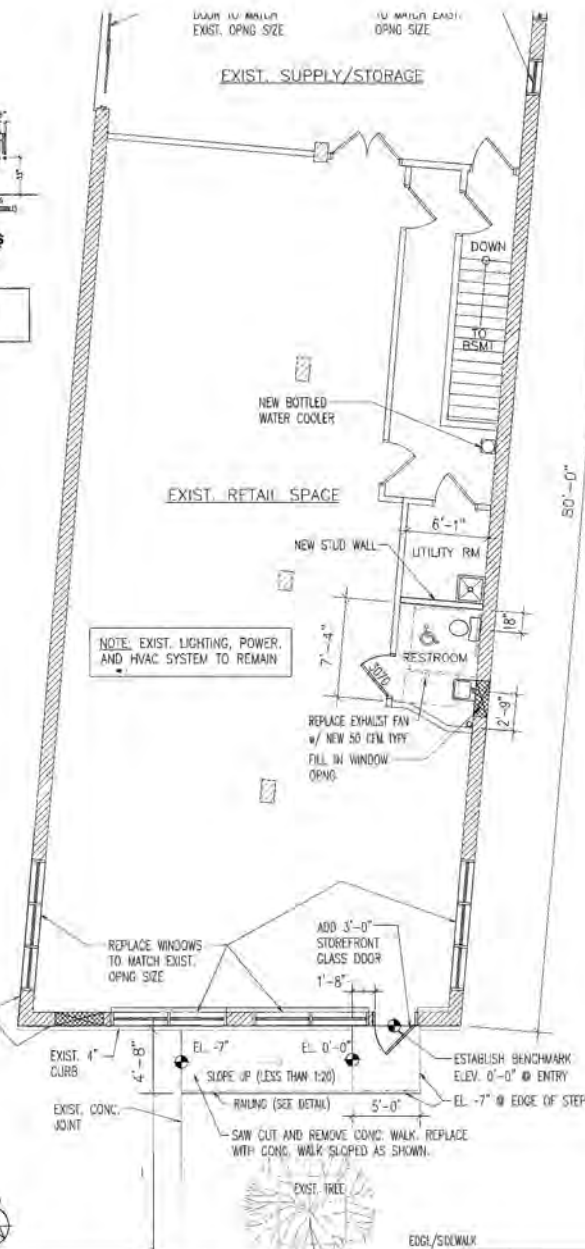
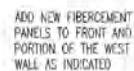
**RAILING DETAIL**  
SCALE: 1/2" = 1'-0"



1 TYP. RESTROOM ELEVATIONS

NOTES: 1. ALL ACCESSORIES SHALL BE INSTALLED PER THE MANUFACTURER'S

**FLUORESCENCE**  
 FLOOR: WT, MINOR SPIN. TEXTURE. (COLOR IN DARK) IS EQUAL APPROX IN REFLECT.  
 WALL: 6" VAR. COA. MINOR (COLOR IN DARK) IS EQUAL APPROX IN REFLECT.  
 WALLS: PAINT (COLOR IN DARK)

[illegible]

POULOS + SCHMID  
DESIGN GROUP  
WWW.POULOSARCHITECTS.CO

PS  
ARCHITECTURE  
ENGINEERING  
CONSTRUCTION  
MANAGEMENT

**TITLE: FLOOR PLAN AND PLUMBING DETAILS**

**PROPOSED RENOVATION FOR:**  
**COLES BUILDING**  
**RETAIL TENANT SPACE**  
**305 E. WATER STREET, SANDUSKY, OHIO**



DATE:	SEPT. 9, 2004
PROJ. NO.	0312
SHEET	

## A1.0



## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: August 18, 2017

Subject: **Commission Agenda Item – Granting of an Encroachment License for the installation of stairs and concrete pad at 305 East Water Street**

**ITEM FOR CONSIDERATION:** Legislation to enter into an Encroachment License agreement for the installation of rear basement stairs and concrete pad on the rear portion of the property located at 305 East Water Street with the property owners, East Water Project, LLC.

**BACKGROUND INFORMATION:** The property owner proposes to install new basement stairs and a concrete pad to house a dumpster on the rear portion of the property located at 305 East Water Street along Shoreline Drive. These improvements will encroach into the City right-of-way 201 square feet along Shoreline Drive.

The license will grant the property owner permission to install the new basement stairs and concrete pad in the right-of-way for so long as the license complies with all requirements of this agreement and licensee acknowledges that this Grant of a Licensee is terminable at the will of the City.

**BUDGETARY INFORMATION:** There are no budgetary impacts to the City resulting from this legislation 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 proper legislation be prepared approving the Grant of a License of Encroachment to East Water Project, LLC, for the installation of stairs and concrete pad and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City to allow the Contractor to perform work prior to the end of construction season.

I concur with this recommendation:

---

Eric Wobser  
City Manager

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 EAST WATER PROJECT, 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, FOR PURPOSES OF INSTALLING BASEMENT STAIRS AND A CONCRETE DUMPSTER PAD; 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, East Water Project, LLC, who recently purchased the property located at 305 E. Water Street, to install new basement stairs and a concrete dumpster pad on City right-of-way located on the south side of Shoreline Drive; 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 expedite the execution of the Grant of a License for Encroachment to allow the property owner to construct the improvements located on the south side of the Shoreline Drive right-of-way prior to the end of the construction season; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with East Water Project, LLC, 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: August 28, 2017

**GRANT OF A LICENSE  
FOR ENCROACHMENT ON THE SOUTH SIDE  
OF SHORELINE DRIVE 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 East Water Project, LLC ("Licensee") whose tax mailing address is 5235 Castle Hills Drive, San Diego, San Diego County, California, 92109, 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 Shoreline Drive, 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 south side of the Shoreline Drive right-of-way located at 305 E. Water Street.

C. Licensee desires to construct improvements within the Owner's right-of-way for purposes of installing new basement stairs and a concrete dumpster pad in relation to the Licensee's facility located at 305 E. Water Street, 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 construct new basement stairs and a concrete dumpster pad and maintain the encroachment for so long as Licensee remains the owner of the property to the south side of the Shoreline Drive 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 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 305 E. Water Street, 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 maintain the encroachment, solely at Licensee's expense, for use in conjunction with Licensee's facilities located at 305 E. Water Street, 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: EAST WATER PROJECT, 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 #0078252  
Law Director  
City of Sandusky

**LEGAL DESCRIPTION  
ENCROACHMENT LICENSE AGREEMENT**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, and being part of the southerly right-of-way of Shoreline Drive (80 feet in width), adjoining lands of Richard and Meghan Hogrefe, RN 201610247, all references herein to the records of the Erie County Recorder's Office, more particularly described as follows:

Commencing, for reference, at an iron pin found in a monument box marking the intersection of centerlines of Hancock Street and Water Street; thence, North 66°13'01" East with the centerline of E. Water Street, a distance of 33.00 feet to an angle point; thence, North 61°09'11" East with said centerline of E. Water Street, a distance of 33.13 feet to a point; thence, North 23°46'59" West through the northerly right-of-way of Water Street and with the easterly right-of-way of Hancock Street, a distance of 117.27 feet to a point on the southerly right-of-way of E. Shoreline Drive, referenced by a mag nail found 0.33 feet north and 0.01 feet west; thence North 61°09'11" East with the southerly right-of-way of E. Shoreline Drive a distance of 33.95 feet to a building corner and the **TRUE POINT OF BEGINNING** for this description;

Thence, North 28°50'49" West, a distance of 6.00 feet to a point;


Thence, North 61°09'11" East, a distance of 33.50 feet to a point;

Thence, South 28°50'49" East to said right-of-way, a distance of 6.00 feet to a point;

Thence, South 61°09'11" West along said right-of-way, a distance of 33.50 feet to the point of beginning, containing 201 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, PS No. 6918 from a survey conducted in December, 2014. Bearings hereon are based upon Grid North for NAD '83, Ohio State Plane North Coordinate System.

John Hancock & Associates, Inc.

  
John Hancock, P.S.

Date:

JAN 21, 2017

File server/projects/256317/2563-encroachment license.pdf

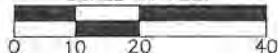




**LEGEND:**

- (C) CALCULATED DISTANCE
- (M) MEASURED DISTANCE
- (R) RECORD DISTANCE

SCALE: 1" = 20'  
SCALE IN FEET



WAYNE STREET

HANCOCK STREET (132')

E. SHORELINE DRIVE (80')

FRANKLIN STREET (132')

305 E. WATER STREET  
RICHARD & MEGHAN HOGREFE  
RN 201610247  
56-01322.000

E. WATER STREET (74.25')

**ENCROACHMENT LICENSE AGREEMENT  
201 SF**

BEARINGS HEREON ARE BASED UPON  
GRID NORTH FOR NAD '83, OHIO STATE  
PLANE NORTH COORDINATE SYSTEM.

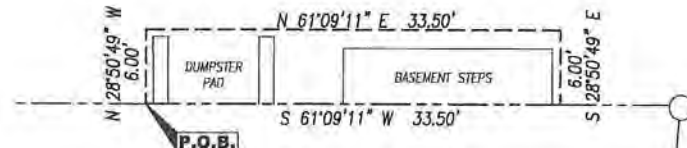
I HEREBY CERTIFY THAT THIS PLAT  
WAS PREPARED FROM AN ACTUAL FIELD  
SURVEY OF THE PREMISES CONDUCTED  
BY ME PURSUANT TO CHAPTER 4733-37  
OF THE OHIO ADMINISTRATIVE CODE.



*John Hancock*

JOHN HANCOCK  
OHIO R.L.S. 6918

DATE: June 21, 2017



REVISED:	
<b>John Hancock &amp; Associates</b> INCORPORATED ENGINEERS - SURVEYORS 126 E. MARKET ST., SANDUSKY, OHIO 44870 (419) 625-7838	
<b>ENCROACHMENT LICENSE AGREEMENT</b> <b>305 E. WATER STREET</b> <b>LOTS 40, 39 &amp; THE WESTERLY 10' OF LOT 38</b> <b>WARD 1, CITY OF SANDUSKY, ERIE COUNTY, OHIO</b>	
JOB NO.:	256317
DRN BY:	DMM,BLH
FILE NO.:	2563-SURV
DATE:	6/21/17
SCALE:	1" = 20'
SHEET NO.:	1





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

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To: Eric Wobser, City Manager

From: Angela Byington, AICP, Planning Director

Date: August 16<sup>th</sup>, 2017

Subject: Commission Agenda Item – Agreement for Services with Environmental Design Group for update of the Bayfront Corridor Plan, also known as the Sandusky Bay Pathway.

**Item for Consideration:** Legislation for approval to enter into an Agreement for Professional Services with Environmental Design Group for the update of the Bayfront Corridor Plan, also known as the Sandusky Bay Pathway document.

**Background Information:** The City adopted the Bayfront Corridor Plan in August of 1997, by way of Resolution No. 041-97R. The City's Port Development Plan, adopted in 1991 and updated in 1996, recommended the creation of a continuous pedestrian route to connect the City's entire waterfront. As such, the City created the Bayfront Corridor, which provided for a conceptual design plan for a continuous pedestrian route between Battery Park and the Municipal Boat Launch Ramp. The City amended the plan in 2005 to span the entire length of the City waterfront.

The Bicentennial Vision, adopted in 2016, set the implementation of the Sandusky Bay Pathway as a priority. Therefore, the City issued a Request for Qualifications (RFQ) on March 27, 2017 through the newspaper, City website and direct e-mailing. The purpose of the RFQ, was to identify a qualified firm to review the existing plan and to update it appropriately based on today's existing conditions and needs and to provide a route segment amendments, cost opinions for each segment and branding guidelines.

This agreement provides for an update to the existing Sandusky Bay Pathway Plan that concentrates on the coastline area from the western municipal limits of the City to eastern municipal limits of the City, not including the Landing Park study area, which extends from Castaway Bay to Pipe Creek.

A general summary of the scope of work is as follows:

- **Task One:** This involves a project kick off, existing data review, data collection, and existing conditions base mapping and analysis.
- **Task Two:** This includes the development of (2) trail alternatives which will provide preliminary trail and alignments maps, identification of locations for bridges and boardwalks, trail connectors, and evaluate constructability cost issues. Within task two there will be one client/ stakeholder meeting and one public meeting.
- **Task Three:** This phase will include the final overall recommendations for the trail alignment as well as a color rendering highlighting the primary and secondary trail routes through the study area. The renderings will also provide details regarding the routes including route types, ownership, and route conditions. Within this phase the consultant will also provide a detailed cost opinion, presentation graphics, a funding matrix, and a Sandusky Bay Pathway summary document. The final client/ stakeholder meeting and the final public meeting will be held within the task three timeframe.

- **Task Four:** This phase will concentrate on the branding themes and color palettes of the trail as well as the wayfinding and signage of this project. Two meetings with the client and stakeholder to discuss wayfinding, branding, and signage will occur at this stage.

**Firm Selection:** Request for qualifications was advertised within the paper, on the City of Sandusky's website, and by direct e-mail. Four (4) proposals were received. A City selection committee was formed and the top two firms were chosen based on a scoring system. Then the two firms were interviewed and based on the firm's experience, professional expertise and technical ability necessary to complete the project, the Committee selected Environmental Design Group as the most qualified.

The four (4) firms that submitted qualifications are as follows:

- Environmental Design Group
- Feller Finch
- CGJ Consulting Engineer
- WSP Parsons Brickerhoff

**Budgetary Information:** The cost of the professional services will not exceed \$69,862.96. The expenditure will be paid from the Capital Projects Fund, which includes a donation of \$38,376.52 donation from the Michael T. Murray Legacy Fund that was given to the City, in honor of Michael Murray, to be utilized for the Sandusky Bay Pathway.

**Action Requested:** It is recommended that City Commission approve the Agreement for Professional Services with Environmental Design Group for the update of the Sandusky Bay Pathway Plan. It is requested that this ordinance take effect immediately, in accordance with Section 14 of the City Charter, in order to allow for the planning process to occur simultaneously with the Shoreline Drive Planning Project to allow for a coordinated planning effort.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington, AICP  
Planning Director

cc: Kelly Kresser, Clerk of City Commission  
Hank Solowiej, Finance Director  
Matt Lasko, AICP, MUPDD, Chief Development Officer

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH ENVIRONMENTAL DESIGN GROUP, LLC, OF CLEVELAND, OHIO, FOR THE SANDUSKY BAY PATHWAY – UPDATE PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking City roads and the City-wide park system; and

**WHEREAS**, the Sandusky Bay Pathway was part of the Bayfront Corridor Plan adopted in 1997 to make public areas available to pedestrians and bicyclists and as such, the City created the Bayfront Corridor, which provided for a conceptual design plan for a continuous pedestrian route between Battery Park and the Municipal Boat Launch Ramp and that plan was updated in 2005 to span the entire length of the City waterfront; and

**WHEREAS**, in 2016 the City’s Bicentennial Vision was adopted and set the implementation of the Sandusky Bay Pathway as a priority; and

**WHEREAS**, the Sandusky Bay Pathway – Update Project consists of an updated plan to the Sandusky Bay Pathway that concentrates on the coastline area from the western municipal limits of the City to eastern municipal limits of the City, not including The Landing Park study area, which extends from Castaway Bay to Pipe Creek; and

**WHEREAS**, a Request for Qualifications (RFQ) was issued for the Sandusky Bay Pathway – Update Project in which four (4) submittals were received, evaluated and ranked by a selection committee and the top two (2) firms were interviewed by the committee and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, it was determined Environmental Design Group was the most qualified; and

**WHEREAS**, Environmental Design Group, LLC, will be providing professional services for the Sandusky Bay Pathway – Update Project which includes four (4) tasks and are listed as follows:

- Task 1 - Project Kick-Off, Existing Data Review, Data Collection, Existing Conditions Base Mapping & Analysis
- Task 2 – Trail Alternative(s) Development
- Task 3 – Final Sandusky Bay Pathway Update Preferred Alternative Development
- Task 4 – Branding, Signage & Wayfinding

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

**WHEREAS**, the cost of the professional design services is \$69,862.96, and will be paid with funds from the Bike Path account in the Capital Projects Funds, which includes a donation of \$38,376.52 from the Michael T. Murray Legacy Fund that

was donated to the City in honor of Michael Murray to be utilized for the Sandusky Bay Pathway; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for the planning process to occur simultaneously with the Shoreline Drive Planning Project to allow for a coordinated planning effort; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Environmental Design Group, LLC, of Cleveland, Ohio, for Professional Design Services for the Sandusky Bay Pathway – Update Project substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Sixty Nine Thousand Eight Hundred Sixty Two and 96/100 Dollars (\$69,862.96).

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: August 28, 2017

## **AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, (the "effective date") by and between the City of Sandusky, Ohio, an Ohio Municipal Corporation located in the County of Erie, (hereinafter "City"), and Environmental design Group, 806 Literary Road, 2<sup>nd</sup> Floor, Suite 206, Cleveland, Ohio, 44113, (hereinafter "Consultant").

### **Recitals:**

WHEREAS, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking City roads and the City-wide park system; and

WHEREAS, the Sandusky Bay Pathway – Update Project consists of an updated plan to the Sandusky Bay Pathway that concentrates on the coastline area from the western municipal limits of the City to eastern municipal limits of the City, not including The Landing Park study area, which extends from Castaway Bay to Plum Creek; and

WHEREAS, a Request for Qualifications (RFQ) was issued for professional services for the planning and design for the Sandusky Bay Pathway – Update Project; and

WHEREAS, submittals for professional services to be provided for the Sandusky Bay Pathway – Update Project were submitted by four (4) consultants, one of which was Environmental Design Group who is in the business of providing these services and submitted a proposal on August 9, 2017, which is marked Exhibit "A" and is attached to this Agreement and is specifically incorporated as if fully rewritten herein; and

WHEREAS, after having reviewed the proposals it was determined that Environmental Design Group was the lowest and best proposal, and the City Commission authorized the City Manager to enter into an agreement with the same, by Ordinance No. \_\_\_\_\_, passed on August 28, 2017, and the City and the Consultant thereafter negotiated this Agreement to set forth their mutual understandings and agreements concerning Consultant's provision of the services.

### **Agreement:**

**1. Recitals.** The recitals are incorporated by reference and form a part of this Agreement as if set forth herein.

**2. Scope of Services / Non-Assignment.** The Consultant agrees to perform the services as described in the Scope of Services, a copy of which is attached to this Agreement, marked Exhibit "A", and is specifically incorporated as if fully rewritten herein.

Consultant shall perform such services in accordance with applicable sections of the Ohio Revised Code and any other applicable Federal, State, or local statutes, ordinances, rules, and regulations.

Consultant shall perform the services under this Agreement personally and shall not assign or delegate the performance of those services to any other person without the prior written approval of the City.

**3. Independent Contractor.** Consultant acknowledges that it is an independent contractor while performing the services required in this Agreement and any personnel required to perform the services in this Agreement will not be employees of the City.

**4. Compensation.** Consultant shall be paid for the services performed in accordance with this Agreement in an amount not to exceed Sixty Nine Thousand Eight Hundred Sixty Two and 96/100 Dollars (\$69,862.96). Consultant agrees to timely submit monthly invoices to the Department of Planning and Development for services rendered for the previous thirty (30) day period. The City agrees to make timely payment to Consultant within thirty (30) days of receipt of the monthly invoice from Consultant.

**5. Insurance and Indemnification.**

**5.1. Insurance**

**5.1.1. Casualty Insurance.** Except when a modification is requested in writing by the Consultant and approved in writing by the City, the Consultant shall carry and maintain at the Consultant's cost, with companies authorized to do business in Ohio, all necessary liability

insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

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

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

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

**5.1.4. Waiver of Subrogation.** Notwithstanding anything to the contrary in this Agreement, the City and Consultant each hereby waive any and all claims for recovery against the other party, its members, officers, officials,



employees, representatives and/or agents on its own behalf and on behalf of any person or entity claiming through or under it by way of subrogation or otherwise, for any and all damages, losses and expenses covered or coverable by insurance, even if such damages, losses or expenses are the result of any negligent acts, errors or omissions of the other party, its members, officers, officials, employees, representatives and/or agents.

## **5.2. Indemnification.**

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

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

**6. Confidentiality.** City and Consultant each recognize and acknowledge that the City is subject to the Public Records Act, Ohio Revised Code Section 149.43, and that trade secrets are exempt from

disclosure as public records and Consultant agrees that any information communicated to the Consultant during the performance of the services required by this Agreement that concerns confidential personal, financial or other affairs of the City shall be treated by Consultant as confidential and shall not be revealed or discussed unless required by law or specifically authorized to do so in writing by the City.

**7. Public Records.** The Consultant shall have access to pertinent public records as are available to the City and applicable to the project. The City does not guarantee the accuracy of said records and it shall be the Consultant's duty to verify the same. The City shall at all reasonable times have access to the work and plans of the Consultant for purposes of inspection. The Consultant agrees that all reports prepared for the City under the terms of this Agreement shall be furnished to the City upon request and delivered to and become the property of the City. The Consultant shall not destroy any documents it creates that belong to the City and shall not destroy any documents in any media that are considered public records as defined in the Ohio Public Records Act, O.R.C. §143.49 et seq.

**8. Term.** The term of the Agreement shall commence on the date set forth above, the effective date, and shall continue until the services are completed unless earlier terminated in accordance with this Agreement.

**9. Termination for Cause.** Notwithstanding any other provision of this Agreement the City may terminate this Agreement for cause by giving written notification to the Consultant. The notice of termination shall be by certified mail, return receipt requested.

The notice of termination is deemed effective upon receipt. Upon termination of this Agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for satisfactory services rendered before the notice of termination is received. Consultant shall surrender to the City copies of all completed work, work in progress and any reports, records, and any other documents relating to the scope of services that may be in the possession of Consultant at the time of termination. Consultant shall be paid an amount that bears the same ratio to the total services of the Consultant covered in this Agreement, less payments of compensation previously made.

**10. Notice.**

Whenever in this Agreement there shall be required or permitted that notice or demand to be given or served by either party to this Agreement, to or on the other, such notice or demand shall be given or served in writing by certified mail, return receipt requested addressed as follows:

City of Sandusky  
C/O Angie Byington  
222 Meigs Street  
Sandusky, OH 44870

Environmental Design Group  
c/o Michelle Johnson  
806 Literary Road, 2<sup>nd</sup> Floor, Suite 206  
Cleveland, OH 44113

**11. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**12. Equal Employment Opportunity.** In carrying out this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or age. The Consultant will incorporate the provisions of this paragraph in all subcontracts for any work covered by this Agreement.

**13. Entire Agreement.** This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of the Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement

**14. Severability.** If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable

**15. Amendments.** This Agreement may be amended by the parties only by a written agreement signed by both parties

DRAFT

**SIGNATURE PAGE TO FOLLOW**

**WITNESSES:**

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

**CITY OF SANDUSKY:**

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

**WITNESSES:**

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

**ENVIRONMENTAL DESIGN GROUP**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name and Title)  
\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Justin D. Harris #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



August 9, 2017

Mr. Eric Wobser  
City Manager  
City of Sandusky

CC: Angela Byington, AICP

RE: **Sandusky Bay Pathway Update**  
**Environmental Design Group No. 17-00196-01P**

Dear Mr. Wobser,

Environmental Design Group is pleased to submit our proposal for the Sandusky Bay Pathway Update. The study area for this update plan extends along the Sandusky Bay coastline from the western municipal limits of the City to the eastern municipal limits of the City, minus the Landing Park study area, which extends from Castaway Bay to Plum Creek.

We have included a list of assumptions and exclusions that will help clarify the intended scope of work, both for the City of Sandusky (Client) and for Environmental Design Group.

## SCOPE OF SERVICES

### **Task 1 – Project Kick-Off, Existing Data Review, Data Collection, Existing Conditions Base Mapping & Analysis**

Prior to beginning inventory activities, the Environmental Design Group team will further review the 2006 Sandusky Bay Pathway Report.

\*Environmental Design Group, through its Landing Park contract with the Client, has already reviewed the Sandusky 2018 Plan & Bicentennial Vision.

- A. Project Kick-Off  
We will conduct the project "kick-off" via telephone conference call to discuss the project schedule, process of communication desires, as well as any over-arching issues or desires by the Client related to the future alignment planning process.
- B. Data Collection  
We will collect the following third-party data related to the project. This exiting data includes:
  - 1. Land Use
  - 2. Property Ownership
  - 3. Topography
  - 4. Land Values
  - 5. Flood Plains
  - 6. On-Road and Off-Road Bicycle, Trail and Sidewalk Facilities
  - 7. Parks, Trailheads & Recreational Parking Facilities
  - 8. Utilities
- C. Existing Conditions Base Mapping & Analysis  
Using the third-party data collected in Task 1, we will prepare the following base maps:
  - 1. Existing Land Use

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#### CORPORATE

450 Grant Street / Akron, OH 44311  
P 330.375.1390 / F 330.375.1590  
TF 800.835.1390

#### CLEVELAND OFFICE

806 Literary Road, 2nd Floor  
Suite 206 / Cleveland, OH 44113

#### COLUMBUS OFFICE

29 West Third Avenue  
Columbus, Ohio 43201

[envdesigngroup.com](http://envdesigngroup.com)



2. Public/Private Ownership
3. Topography
4. Land Values
5. Flood Plains
6. Existing Multi-Modal Facilities (On-Road, Trail, Sidewalk)

\*Coastline Water Elevation Change and Coastal Seiche Activity information will be used from the research conducted through the Landing Park contract with the Client.

Once the field evaluations, site visits, and review of existing material, Environmental Design Group will prepare an analysis of these findings. We will begin formulating designs, recommendations and other possible solutions for the Sandusky Bay Pathway along the coastline. Our findings may include maps, diagrams, charts, photographs, and text to communicate the information. Some of these analysis outcomes include:

1. Destination analysis
2. Potential trailhead/node/plaza locations

#### **Task 2: Trail Alternative(s) Development**

This step will help define and refine the off-road trail routes through the study area for review. On-road routes will not be explored as part of this study.

##### **A. Preliminary Trail Alignment Plan & Map**

Potential trail routes will consider connecting existing on-road and off-road multi-modal facilities, parks, vehicular parking facilities and future off-road trail facilities. Sometimes referred to as a spaghetti map, as part of this task we will:

1. Identify various routes with opportunities and constraints to each segment. Some of these routes include (but are not limited to) connections to:
  - i. Existing trails outside the City of Sandusky municipal limits
  - ii. Downtown Sandusky
  - iii. Battery Park
  - iv. Big Island
  - v. Landing Park
  - vi. Jackson Street Pier
  - vii. Pipe Creek
  - viii. Pier Track
  - ix. Causeway
    1. Potential bridge from the Causeway, over the waterway, and behind the Radisson hotel
2. Identify locations where bridges, boardwalks or other non-traditional trail sections would be required.
3. Develop up to three (3) trail alignment alternatives.
4. These alignments will explore the balance the use of boardwalks and allowing users to be close to the water's edge vs. staying on land with the use of traditional asphalt trails.
5. Explore and develop multiple trail connectors/spurs and neighborhood connectors.
6. Evaluate constructability cost issues such as pavements, property ownership, utilities, grading, wetlands, soils, etc.
7. Assess user experience including views, viewsheds, safety, sight distance, and slopes.

The Client will review the draft preliminary trail alignment plan and provide all combined Client/stakeholder comments to Environmental Design Group within two (2) weeks of receipt of the scope delivery items. The final preliminary trail alignment plan will be

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produced as a map and will be delivered as a high-resolution pdf and/or jpg digital file to the Client.

**B. Client/Stakeholder Meeting #1**

We will conduct one (1) Client/Stakeholder Meeting as part of this task. Environmental Design Group will provide the following services for all Client/Stakeholder meetings listed in this Scope of Services:

1. Attendance of meetings with appropriate staff.
2. Meeting facilitation, presentation and/or materials.
3. Meeting agendas.
4. Meeting notes.

The Client will be responsible for the following items for all Client/Stakeholder meetings listed in this Scope of Services:

1. Selecting and securing meeting location(s).
2. Advertising the meetings to appropriate attendees.
3. Inviting meeting attendees.

**C. Public Meeting #1**

We will conduct one (1) Public Meeting as part of this task. Environmental Design Group will provide the following services for all public meetings listed in this Scope of Services:

1. Attendance of meetings with appropriate staff.
2. Meeting facilitation, presentation and/or materials.
3. Meeting agendas.
4. Meeting notes.
5. Create digital advertisement fliers for the public meetings (to be distributed by the Client).
6. Up to 75 color copies of applicable meeting materials.

The Client will be responsible for the following items for all public meetings listed in this Scope of Services:

1. Selecting and securing meeting location(s).
2. Advertising the meetings to appropriate attendees and/or the public.
3. Inviting meeting attendees.

The Public meeting formats, desired information collected, etc. will be coordinated between the Client and Environmental Design Group.

**Task 3: Final Sandusky Bay Pathway Update Preferred Alternative Development**

**A. Final Updated Trail Alignment Plan**

Once the conceptual trail alignment alternatives have been evaluated, we will prepare a final trail alignment master plan that will outline the preferred routes. An overall color rendered plan will highlight primary and secondary trail routes through the study area. Additional enlargements of routes will be provided to show additional information for the routes including route types, property ownership, and more detailed information about route conditions.

The final overall Sandusky Bay Pathway Update Plan map will include the final recommended trail alignment(s) from the Landing Park project.

We will deliver the Final Updated Trail Alignment Plan for the Sandusky Bay Pathway Update as a series of maps as a pdf digital file to the Client.

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B. Detailed Cost Opinion

We will prepare a detailed cost opinion for each trail segment that is recommended as a final preferred alternative in the Sandusky Bay Pathway Update.

We will deliver the detailed cost opinion as a pdf digital file to the Client.

C. Presentation Graphics

We will prepare up to three (3) draft color rendered presentation graphics of the preferred trail alignment route. These graphics may include plan views, sketches, perspectives and/or before/after simulated photos.

The Client will review the draft presentation graphics and provide all combined Client/stakeholder comments to Environmental Design Group within two (2) weeks of receipt of the scope delivery items. We will deliver the draft presentation graphics as a high-resolution pdf and/or jpg digital file to the Client.

D. Funding Matrix

Environment Design Group specializes in funding trail, greenway and general transportation improvements and has extensive knowledge in state and federal funding sources, including the timelines, rules and regulations associated with them, as well as grant and philanthropic funding sources. A funding toolbox, specific to the Final Updated Sandusky Bay Pathway Trail Alignment Plan recommendations, will be provided as a matrix as a deliverable for this project.

The Funding Matrix will be delivered to the Client as a pdf digital file.

E. 24" X 36" Presentation Project Summary Board

We will develop a 24" X 36" colored presentation project summary board for the Final Sandusky Bay Path Update plan.

The Client will review the draft presentation project summary and provide all combined Client/stakeholder comments to Environmental Design Group within two (2) weeks of receipt of the scope delivery items.

We will deliver one (1) color printed board on foam-core and a high-resolution pdf digital version of the final board to the Client.

F. Sandusky Bay Pathway Update Summary Document

Given that this project is an update from a previously developed master plan, we will compile the above detailed scope of services into a "summary document" for this project. The summary document will be 11" X 17" print size and the document will include:

1. Cover Page
2. Two (2) Page Executive Summary (Written Narrative)
3. Final Updated Sandusky Bay Pathway Trail Alignment Plan Maps
4. Presentation Graphics
5. Funding Matrix
6. Detailed Cost Opinion

We will provide the Client two (2) color printed and bound copies of the summary document and a high-resolution pdf and/or jpg digital file to the Client.

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- G. Client/Stakeholder Meetings #2 & #3  
We will conduct two (2) Client/Stakeholder Meetings as part of this task.
- H. Public Meeting #2  
We will conduct one (1) Public Meeting as part of this task. As per our conversations during the project scoping phase, this Public Meeting will be conducted at a Planning Commission or City Commission Meeting via a formal presentation by Environmental Design Group of the final project recommendations.

#### **Task 4: Branding, Signage and Wayfinding**

Creating a recognizable brand will be important for the future success of the project. This Task will be developed concurrently with Tasks 1 and 2. The Client will need to identify a "Branding Stakeholder Group" that contains no more than eight (8) individuals as part of this Task. The Client will also be responsible for providing email addresses for all members of the Branding Stakeholder Group.

Per our phone conversations, we will be proceeding with the name "Sandusky Bay Pathway" for this project, brand and scope of services.

- A. Branding Theme and Color Palette  
Per our contract and planning process with the City on the "Landing Park" project, the branding theme for the Sandusky Bay Pathway and Landing Park will be a "Great Lakes Coastal" theme. The branding theme identifies the overall look and feel of a project or study area. This theme can have elements of modern, rustic, natural, traditional, etc. as we move through the different neighborhoods of the City. It can have flexibility to accommodate multiple stakeholders needs and display variety based on the environment around you, but needs to have a recognizable and consistent look and feel no matter where a user is within the project study area.  
Using the "Great Lakes Coastal" theme as a base, we will develop up to two (2) branding design graphic themes and two (2) color palettes as part of this Task. The themes and color palettes will be developed concurrently and serve as the graphic basis of the signage and wayfinding schematic designs.  
There will be two (2) rounds of revisions as part of this Task. The Client and designated Branding Stakeholder Group will review the first-draft of the draft branding themes and color pallets and provide its comments to Environmental Design Group. Once the first round of comments/revisions have been received, Environmental Design Group will develop a second draft of the branding themes and color palettes. The Client and Branding Stakeholder Group will review the second draft of the branding themes and color palettes and at this point in time, a final branding theme and final color palette will be selected. Based on the final Client and Branding Stakeholder Group comments for the preferred branding them and color palette, a third and final version of the branding theme and color palette will be developed by Environmental Design Group. Any additional revisions to the draft branding themes and/or color palettes will be billed on a time and materials basis. The final branding theme and color palette will be produced as a colored graphic and will be delivered as a high-resolution pdf and/or jpg digital file to the Client. PMS colors and font types will be provided to the Client.
- B. Signage & Wayfinding Schematic Design  
Using the final selected branding theme and color palette and the project name of "Sandusky Bay Pathway", we will develop up to two (2) signage and wayfinding

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schematic designs. These designs may include applications to two to three elements such as:

1. Kiosks Panel Information
2. Banners
3. Trail Alignment Pavement Marking
4. Directional Signage
5. Points of Interest Signage
6. Mile Marker Element
7. Signage Material and Mounting Recommendation

There will be two (2) rounds of revisions as part of this Task. Once the first round of comments/revisions have been received, Environmental Design Group will develop a second draft of the draft preferred signage and wayfinding schematic design. The Client and Branding Stakeholder Group will review the second draft of the draft preferred signage and wayfinding schematic design. Based on the final Client and Branding Stakeholder Group comments for the draft preferred signage and wayfinding schematic design, a third and final version of the preferred signage and wayfinding schematic design will be developed by Environmental Design Group.

Any additional revisions to the signage and wayfinding schematic design will be billed on a time and materials basis. The final signage and wayfinding schematic design will be produced as a colored graphic and will be delivered as a high-resolution pdf and/or jpg digital file to the Client. PMS colors and font types will be provided to the Client.

C. Final Branding, Signage & Wayfinding Package

A final 11" X 17" graphic document will be prepared to memorialize the final branding, signage and wayfinding package. The final branding, signage and wayfinding designs will include applications to six to eight elements such as:

1. Kiosks Panel Information
2. Banners
3. Trail Alignment Pavement Marking
4. Directional Signage
5. Points of Interest Signage
6. Mile Marker Element
7. Signage Material and Mounting Recommendation

The Client and Branding Stakeholder Group will review the draft branding, signage and wayfinding package document and provide its comments to Environmental Design Group. Once the comments/revisions have been submitted to Environmental Design Group, any additional revisions to the draft branding, signage and wayfinding package document will be billed on a time and materials basis. The final branding, signage and wayfinding package will be produced as graphic document. We will provide the Client three (3) printed and bound colored copies of the document and as a high-resolution pdf and/or jpg digital file.

D. Branding, Signage & Wayfinding Meetings

We will conduct two (2) branding, signage & wayfinding meetings with the Client and Branding Stakeholder Group. We will provide up to eight (8) printed colored copies of the branding, signage and wayfinding materials that are being presented at each meeting.

We anticipate sending out an online survey to the Client and Branding Stakeholder Group prior to our first meeting. This survey will take a voting poll on different graphic

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styles, color combinations and materials to help the design team develop the draft branding themes and color palettes.

At the first branding meeting, Environmental Design Group will present the first draft of the branding themes and color palettes. We will conduct a review and brainstorming session of these materials in order to get feedback for revisions of the concepts. We will also solicit ideas for the types of signage that should be explored and developed for this project.

The second branding meeting will be a review of the refined branding themes and color palettes as well as review of the two draft signage and wayfinding schematic design options. The details of all of the deliverables will be reviewed and discussed by the Client and Branding Stakeholder Group.

We will review all final revisions for all final branding, signage and wayfinding deliverables via email with the Client and Branding Stakeholder Group. Environmental Design Group will make its final refinements and submit all of the final products via email to the Client and Branding Stakeholder Group.

Any additional branding meetings will be billed on a time and materials basis.

Task 4, items A-D develops graphic design elements only. Wayfinding locations, brand strategy, marketing, outside communication or construction documents are not included with this scope of services.

## COMPENSATION

For and in consideration of the above-referenced services, Environmental Design Group will invoice the following **lump sum fee** schedule:

<b>Task 1 – Project Kick-Off, Existing Data Review, Data Collection, Existing Conditions Base Mapping &amp; Analysis</b>	<b>\$ 6,280.72</b>
<b>Task 2 – Trail Alternative(s) Development</b>	<b>\$15,787.00</b>
<b>Task 3 – Final Sandusky Bay Pathway Update Preferred Alternative Development</b>	<b>\$27,932.28</b>
<b>Task 4 – Branding, Signage &amp; Wayfinding</b>	<b><u>\$19,862.96</u></b>
<b>Total:</b>	<b>\$69,862.96</b>

Mileage, tolls, other misc. travel expenses, printing and reimbursable expenses are included in the above fees.

The above fees will apply for nine months from acceptance of this agreement. If the work is not completed during that period, the agreement may be subject to renegotiation.

## ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of Environmental Design Group and the client, in the event there is a need for work outside the defined scope of services.

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1. Unless the Client designates an alternate in writing by filling in the designated representative on Page 9, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. We will be utilizing third-party data for base information such as parcels, utilities and soils. We therefore cannot guarantee the data's accuracy.
3. The scope of this work is to prepare a master plan level document. Other than the indicated Jurisdictional Determination in the Scope of Services, we have not included any detailed engineering scope of work in this proposal that could be used for construction, permitting, or agency approvals.
4. This proposal outlines the agreed upon scope of services. It supersedes any other previous requests, discussions, or versions including request for proposals or other owner initiated scope documents.
5. Client, to the best of their ability, will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services. If access is not available, Environmental Design Group will notify the Client on how that may affect the scope and fee, if any.
6. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
7. The Client is responsible to coordinate and submit plans and documentation for Planning Commission, City Commission or Zoning Commission review and approvals. Environmental Design Group is available to attend meetings on a Time-n-Materials basis if requested by the Client.
8. Opinions of construction cost or estimates of construction cost prepared by Environmental Design Group under this agreement are just that. Environmental Design Group does not warrant or guarantee that the project can be constructed for those amounts and the Client agrees that Environmental Design Group cannot be held liable for any discrepancies between bid costs and our opinions or estimates.
9. In the event the proposal indicates that survey data, including information provided by others, is to be provided by the Client, Environmental Design Group reserves the right to determine the suitability of such survey data for use in the design process. If the provided information is determined by Environmental Design Group to be outdated, missing information or otherwise inadequate to serve as the basis for design, the Client will be responsible for providing any additional data required.
10. Environmental Design Group will provide the professional services as outlined in this agreement. If additional services are requested by the Client, Environmental Design Group can provide an amendment to the fees and scope of services of this agreement. No additional services will be performed without the authorization of the Client.
11. This proposal is based upon the current regulations of the applicable local, county and state regulatory agencies. While Environmental Design Group does not anticipate major changes in these regulations, changes in rules adopted by the agencies during the project process may affect the fees quoted herein and Environmental Design Group reserves the right to renegotiate such fees accordingly.
12. Fees for Permits or Plan Reviews or any other fees to governmental agencies are not included in this proposal. It is the responsibility of the Client to pay these fees at the time of submittal if any such fee is encountered.

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13. Environmental Design Group offers professional services and will work to accomplish the Client's goals, but the fees associated with the scope of services and the completion thereof shall be paid regardless of approval by regulatory agencies. Environmental Design Group will advise the Client on the likely approvability of the project, but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory processes.
14. Unless services related to rezoning have been specifically included in the proposal, it is assumed that this site is properly zoned for the development that Client proposes. The client and/or his attorney are responsible for resolving any issues related to the zoning status that may surface. This includes submittals, exhibits or meetings required by neighborhood or overall development commissions. Environmental Design Group will provide these services, if requested, under a separate authorized contract.

## INVOICING PROCEDURES AND TERMS

Invoices will be submitted monthly.

## PROJECT INITIATION PROCEDURES

If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by signing and returning one copy to us. If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at 330.375.1390.

We look forward to working with you.

Sincerely,

*Michelle L. Johnson*  
Michelle L. Johnson  
Director

ACCEPTED: **City of Sandusky**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Name of Client's Designated Representative:

\_\_\_\_\_

**All invoices should be sent to:**

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

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

\_\_\_\_\_

Email: \_\_\_\_\_

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

Special Instructions:

\_\_\_\_\_

\_\_\_\_\_

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## Department of Planning and Development

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

**To:** Eric Wobser, City Manager

**From:** Casey Sparks, Chief Planner

**Date:** August 24, 2017

**Subject:** August 28<sup>th</sup>, 2017 Commission Agenda Item –Application for the creation of the Downtown Sandusky Commercial Historic District.

**Item for Consideration:** Application for the creation of a historic district within the central downtown area.

**Purpose:** Chapter 1161.01 et seq. of the City of Sandusky Planning & Zoning Code provides that the Landmark Commission has the power to recommend to the City Commission legislation for designation of individual properties and districts that would serve to beautify, protect, preserve, restore, and develop the City. With a majority of the City Commission's support, said recommendation shall be submitted in a report to the State Historic Preservation Office regarding application for national register nomination. Planning Staff is suggesting that both Landmarks Commission and City Commission provide recommendations for the creation of the downtown commercial historic district, as this district is a vital part of the success of the central downtown area.

**Background Information:** The applicant has proposed to create the Downtown Sandusky Commercial Historic District to include a total of 76 new contributing buildings and 30 noncontributing buildings. Within the district there are 36 buildings that were already previously listed on the National Register. The new district is approximately twelve blocks within the downtown Sandusky area, the boundary is bounded by the north side of Water Street to the north, east side of Decatur Street to the west, Market Street at its furthest points to the south, and Washington Row at the center, the east side of Hancock to the east. The district includes the Water Street Commercial buildings, the Columbus Avenue Historic District, and multiple resources areas within the downtown area.

As City Commission will recall a public meeting was held on this subject several months ago, the applicant has taken this time to work with the State of Ohio Historic Preservation Office to formulate this area and the create the documentation needed for the application. The state will be reviewing the application at their September 20<sup>th</sup> meeting. The state will be notifying notified all property owners within the district of the meeting in September. Per Section 1161.08 the Landmarks Commission or City Commission need to provide a recommendation to the State Historic Preservation Office regarding the application. Expanding the district is vital piece of the success of the downtown area. As the Commission knows, the National Register nomination can be an important catalyst for economic development opportunities such as tax credits and other funding opportunities.

The Landmark Commission considered this request at its August 23, 2017, meeting and recommended the Downtown Sandusky Commercial Historic District for nomination to the National Register of Historic Places.



**Correlation to the Comprehensive Plan:**

The current City Comprehensive Plan references preserving our unique inventory of historic buildings as well as using historic preservation as an economic tool. Staff believes that the creation of the district will assist in assuring that the goals of the comprehensive plan are met.

**Budgetary Impact:**

There is no impact to the general fund.

**Action Requested:** It is requested that City Commission give a recommendation supporting the nomination of the Downtown Sandusky Commercial Historic District to the National Register of Historic Places. It is requested that this ordinance take effect in accordance with Section 14 of the City Charter, as the State Historic Preservation Office will review the application at their September 20th meeting and the Commission's recommendation should be sent before this time.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington, AICP  
Department of Planning

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

Two (2) Attachments

United States Department of the Interior  
National Park Service

## National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

### 1. Name of Property

Historic name: Downtown Sandusky Commercial Historic District

Other names/site number: N/A

Name of related multiple property listing:

Water Street Commercial Buildings, Sandusky Multiple Resource Area, and  
Columbus Avenue Historic District,

(Enter "N/A" if property is not part of a multiple property listing)

### 2. Location

Street & number: Approximately twelve centralized blocks in downtown Sandusky natural  
bounded by Washington Park to the South. Street boundaries include the following:  
bounded by north side of Water Street to the north, east side of Decatur Street to the West,  
Market Street at its furthest points to the South and Washington Row at the center, and the  
east side of Hancock Street to the East

City or town: Sandusky State: Ohio County: Erie

Not For Publication: ☐ N/A Vicinity: ☐ N/A

### 3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this \_\_\_ nomination \_\_\_ request for determination of eligibility meets  
the documentation standards for registering properties in the National Register of Historic  
Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property \_\_\_ meets \_\_\_ does not meet the National Register Criteria.  
I recommend that this property be considered significant at the following  
level(s) of significance:

\_\_\_ national \_\_\_ statewide \_\_\_ local

Applicable National Register Criteria:

\_\_\_ A \_\_\_ B \_\_\_ C \_\_\_ D

\_\_\_\_\_  
Signature of certifying official/Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
State or Federal agency/bureau or Tribal Government

In my opinion, the property \_\_\_ meets \_\_\_ does not meet the National Register criteria.

\_\_\_\_\_  
**Signature of commenting official:**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**State or Federal agency/bureau  
or Tribal Government**

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#### **4. National Park Service Certification**

I hereby certify that this property is:

- \_\_\_ entered in the National Register  
\_\_\_ determined eligible for the National Register  
\_\_\_ determined not eligible for the National Register  
\_\_\_ removed from the National Register  
\_\_\_ other (explain:) \_\_\_\_\_

\_\_\_\_\_  
**Signature of the Keeper**

\_\_\_\_\_  
**Date of Action**

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#### **5. Classification**

**Ownership of Property** (Check as many boxes as apply.)

Private: ☒

Public – Local ☒

Public – State ☐

Public – Federal ☐

**Category of Property** (Check only **one** box.)

Building(s) ☐

District ☒

Site ☐

Structure ☐

Object ☐

**Number of Resources within Property**

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
<u>86</u>	<u>21</u>	buildings
<u>2</u>	<u>          </u>	sites
<u>          </u>	<u>          </u>	structures
<u>          </u>	<u>          </u>	objects
<u>88</u>	<u>21</u>	Total

Number of contributing resources previously listed in the National Register 36

In March 1975, the Downtown Commercial Water Street District (101-165 E. Water St. and 101-231 W. Water St.) was added to the National Register and 14 contributing resources (building type) were included as part of that nomination. Since its listing, one of the structures within the boundary of the District (the Phoenix Building at 109-119 East Water Street) has been demolished.

In October 1982, a Multiple Resource Area containing a total of 95 contributing resources (buildings and objects) were added to the National Register. Of the total amount, 11 contributing resources identified as part of that nomination are located within the downtown commercial district boundary.

In January 1983, the Columbus Avenue Historic District (102-162 Columbus Ave.) was added to the National Register and 9 buildings were included as part of that nomination.

In July 1976, the Engels And Krudwig Wine Company Buildings (at 220 E. Water St.) were added to the National Register under an individual listing.

In May 1979, the Lucas Beecher House (at 215 W. Washington Row) was added to the National Register under an individual listing.

In June 2005, the Hotel Reiger (at 232 Jackson St.) was added to the National Register under an individual listing.

In October 2009, the Feick Building (at 158-160 E. Market St.) was added to the National Register under an individual listing.

In May 2003, the Independent Order of the Odd Fellows Building (at 231 West Washington Row) was added to the National Register under an individual listing.

## **6. Function or Use**

### **Historic Functions**

(Enter categories from instructions.)

#### COMMERCE/TRADE

business, professional, financial institution, specialty store, department store, restaurant

#### SOCIAL

meeting hall, civic

#### DOMESTIC

hotel, single dwelling, multiple dwelling, secondary structure

#### EDUCATION

college

#### RECREATION AND CULTURE

theater, music facility

#### AGRICULTURE/SUBSISTENCE

processing, storage

#### INDUSTRY/PROCESSING/EXTRACTION

manufacturing facility, communications facility

#### HEALTHCARE

medical business / office

#### TRANSPORTATION

rail-related, water-related

#### LANDSCAPE

natural feature

### **Current Functions**

(Enter categories from instructions.)

#### COMMERCE/TRADE

business, professional, financial institution, specialty store, restaurant

#### SOCIAL

meeting hall, civic

#### DOMESTIC

hotel, single dwelling, multiple dwelling, secondary structure

#### GOVERNMENT

government office

#### RECREATION AND CULTURE

theater

#### AGRICULTURE/SUBSISTENCE

processing, storage

#### INDUSTRY/PROCESSING/EXTRACTION

manufacturing facility

#### TRANSPORTATION

water-related, road-related (vehicular)

#### LANDSCAPE

natural feature, parking lot, park, street furniture/object

#### VACANT/NOT IN USE

#### WORK IN PROGRESS

## 7. Description

### Architectural Classification

(Enter categories from instructions.)

MID-19TH CENTURY

Greek Revival

LATE VICTORIAN

Italianate, Second Empire, Romanesque

LATE 19th AND 20th CENTURY REVIVALS

Beaux Arts, Neo-Classical Revival, Spanish Colonial Revival

LATE 19th AND 20th CENTURY AMERICAN MOVEMENTS

Chicago, Commercial

MODERN MOVEMENT

Art Deco, Moderne

**Materials:** (enter categories from instructions.)

Principal exterior materials of the property:

FOUNDATION      STONE – limestone

CONCRETE

WALLS              BRICK

STONE – limestone, sandstone

METAL – cast iron, tin, copper, steel, bronze, aluminum

WOOD – weatherboard, plywood/particle board

STUCCO

GLASS

SYNTHETICS - vinyl

ROOF              ASPHALT

SYNTHETICS – rubber

WOOD – shingle, shake

OTHER – clay tile

### Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

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### Summary Paragraph

Sandusky is a city that, along its northern borders, follows the Sandusky Bay of Lake Erie's shoreline. Sandusky is the county seat of Erie County and is located midway between Toledo to the West (about 63 miles) and Cleveland to the East (about 65 miles). Sandusky was founded in 1818 and its population grew throughout the 19th and 20th centuries. Sandusky's commercial district is north of Washington Park between it and the Sandusky Bay. For over a century, the Downtown Sandusky Commercial District was the central core of the community's business and waterfront districts with Columbus Avenue serving as its main artery. Transportation service and access were major factors in its success. Within its boundary exists an important collection of 19th and 20th century commercial, residential, transportation and

manufacturing structures that, together, depict the history and development of the City of Sandusky from the 1830s to present day. The district topography is relatively flat but does slope downward toward the lake and its setting is defined by the scenic character of the Sandusky Bay. There are four east-west streets within the district which are parallel to the Lake Erie shoreline: Shoreline Drive, Water, Market and Washington Row. The north-south streets within the district are Decatur, Jackson, Columbus Avenue, Wayne and Hancock.

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### **Narrative Description**

The original plat of Sandusky, known as the Kilbourne Plat, was done by a Freemason who intentionally laid out a portion of the city in the shape of the square and compasses of the Masonic emblem. If referring to that plat, the Downtown Commercial District begins at the uppermost point of the tallest compass and ends at the Lake Erie shoreline.

Using the most readily available building material, most of the earliest surviving buildings in Sandusky were carved from limestone which can be found only twelve to eighteen inches below the surface of the ground. The above-ground basement was sometimes used on buildings in Sandusky because of the proximity of the limestone to the surface. It was easier and less expensive to clear away the soil and use the bedrock as the basement floor than to blast out a basement. German and Irish stonecutters came to settle in Sandusky due to availability of jobs. Early Sandusky also had brick and frame buildings. Large brick and lumber yards existed here and were used locally as well as exported.<sup>1</sup>

When Cedar Point's white sand beaches made the area a popular vacation spot beginning in the late 1800's, steamboats and, later, ferry boats running service from the Cedar Point dock within the downtown commercial district brought travelers from all over the Midwest to Sandusky by rail, interurban, and bus via Shoreline Drive or Columbus Avenue (depending on the mode of transportation) and then transported them across the Sandusky Bay to the amusement park/resort by boat. With easy access to Lake Erie, industry was attracted to the location on the Sandusky Bay. Sandusky's population continued to grow and the commercial district was further developed to keep pace with the increased traffic and commerce.

The commercial life of this town made the leap from blacksmith shops to gas stations in the last half of the nineteenth century and the first quarter of the twentieth. Neighborhood stores served the needs of those living nearby. Impressive structures were added to the downtown. And motion pictures became a craze which called for buildings built especially for them. The architecture of these various buildings often followed the styles current in the residential neighborhoods. The Italianate, with its ornamental brackets, was popular. Vernacular buildings often showed their utilitarian purposes. Metal was sometimes used for façade decorations. Iron and later steel were also used increasingly in the construction of the structural framework. Specialized buildings, such as banks and theaters, had specialized architecture. Certain styles such as Second Romanesque Revival (sometimes called Richardsonian Romanesque) seemed only suited for monumental buildings. All in all, the combined effort of all these styles was one of variety. No particular style seemed to outweigh another.<sup>2</sup>

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1 Damm, Ellie. *Treasure By The Bay: The Historic Architecture of Sandusky, Ohio*. Associated University Presses, Inc., 1989, Page 12.

2 Damm, Ellie. *Treasure by the Bay: The Historic Architecture of Sandusky, Ohio*. Associated University Presses, Inc, 1989, 71.

The Downtown Sandusky Commercial Historic District has a rich collection of both vernacular and stylized historic architecture. With its buildings, history, setting, and location within the community, the downtown is deservedly unique. Many of the contributing properties exhibit design characteristics that are drawn from available building materials, they are representative examples or are interpretations of popular architectural styles at their time of construction and they are a response to the needs arising through Sandusky's settlement and growth. The size and extent of this community's commercial buildings serve as an index to its achievements and the businesses which existed here.

Landscaping in the district includes established /mature deciduous street trees in an assorted variety, decorative tree grates, brick paver patterning which uniformly outlines and accents the street tree line between the sidewalk and curb in geometric uniformity along both sides of Washington Row, Market Street, and Water Street up to Jackson (to the West) and Wayne (to the East). The brick paver patterning extend beyond Water Street on Wayne and Jackson just before Shoreline Drive where they stop abruptly. The decorative brick paver patterning exists within the Mylander-Schade Plaza and is extended beyond the terminus of Columbus Avenue with steps down onto Shoreline drive and pavers laid the full width of the Mylander-Schade Plaza with a brick paver pedestrian crosswalk on Shoreline Drive centered on the fountain within the Mylander-Schade Plaza and then further extends east to west along the northern side of Shoreline Drive the width of the Cedar Point slip. There is a brick paver crosswalk at Facer Park along the north side of East Water Street. Occurring along the blocks within the district beyond Wayne to the East and Jackson to the West, mature street tree plantings have a simple brick paver, planted flower base or strips of grass in otherwise uniform field of untinted concrete. Large evergreen trees exist along the district's border on the north side of East Water where contemporary residential construction exists beyond. Full grass tree lawns with intermittent mature tree plantings exist on either side of Hancock between Market and Water. Full grass tree lawns with intermittent mature tree plantings exist on the east side of Decatur. The south side of Shoreline Drive is void of vegetation as a result of angled parking spaces existing along the backs of buildings; however, the north side of Shoreline Drive has intermittent plantings (some mature trees and other low profile planter beds) in front of businesses while the rest of the available land surface is paved in either concrete or asphalt. Lighting within the central downtown streets is accomplished through decorative pedestrian scaled lampposts whereas much taller utilitarian street light poles are common in areas beyond where decorative brick pavers and tree grates have been installed. The City maintains its own greenhouse and takes pride in the plantings on display within Facer's Park, the Mylander-Shade Plaza and throughout the downtown streets which provide a colorful display of foliage, flowers and ornamental grasses Spring through Fall. Ornamental fencing of a contemporary simplified style, bench seating and decorative metal waste receptacles all add to the charm of the district. Many of the commercial businesses have extended their storefronts through use of additional ornamental fencing to allow for patio seating along portions of the sidewalk. Supplemental planter boxes or urns at street front level or at upper-story window boxes exist throughout the district for added visual interest. Parking lots generally have shrubbery and trees planted at their perimeter to soften their appearance and some also have ornamental metal fencing.

Much of a downtown's visual character rests in its architectural detailing and decoration. In Downtown Sandusky, essentially six types of historic building materials have been used; stone, brick, cast-iron and ornamental sheet metal, wood, and terra cotta.

- Stone (sandstone, limestone, marble, granite or other building stones) is often found on the facades of historic buildings as an ornamental accent at corner detailing or quoins, sills or carved entryways; however, in Sandusky, due to the prevalence of limestone,



most buildings have stone foundations and many feature stone as their primary building material. Sandusky is built on a fine limestone ledge and from its quarries was taken an excellent quality of building stone. From the refuse, commercial lime was made, while the better grades were used in road building and railway ballast. <sup>3</sup> Due to its availability, native limestone is the most commonly used stone within the district. Examples: Bing's Hotel, Krudwig Wine Company, Fisher Hall, Graham Drug Store, and Moss Building.

- Brick can be found on buildings of almost any date and can range in detail from elaborate cornices and bold window arches to decorate storefront piers. Lake sand and gravel supply was practically inexhaustible. Adding to the level of visual interest is brick patterning and the arrangement of how bricks are laid. Examples: Moss Brother's Bank, 14-130 East Market Street, the Kugel Building, J.H. Herman Co., 216 East Water Street
- Wood has been used for building decoration in a variety of ways. Wood details are often subtle and include elements such as moldings around windows and near the roofline. These less ornate details are nevertheless important to the total façade. Examples: Fisher Hall, William Robertson Wholesale Grocery, Cassedy West Building
- Cast-Iron facades are typically seen at the first floor level store fronts as either part of an integral system or a cap to be installed onto structural steel framing members. Examples: Facer's Store, Biemiller Building, Weeden-Reber Building
- Terra Cotta was used commonly from 1890 to 1930 as a decorative façade material. A ceramic material applied as a veneer or as part of a masonry unit, terra cotta offered flexibility in form, color and detail. Examples: Star Theatre, Reiger Hotel, Hinde & Dauch Co.
- Ornamental Sheet Metal manipulated or pressed to emulate more expensive materials such as carved stone or wood. A relatively quick and economical way to apply an architectural visage to a commercial façade giving added dimension or substance to the structure. Examples: William Robertson Wholesale Grocery, Kingsbury Building, Heminger Saloon, Laurence Building

## **BLOCK BY BLOCK DESCRIPTION**

### **BLOCK #1 – North Side of Water Street to North side of Shoreline Drive between Decatur Street and Jackson Street (Resource numbers 1-4)**

Water Street was the original mercantile center of the city, which later spread south along Columbus Avenue and east and west along Market Street. The rear elevations of the Water Street buildings faced directly on the lake, but landfill has now put them 150 to 500 feet from the present Lake Erie shoreline.

In 1848, lot owners petitioned the court to be allowed to establish Railroad Street from Lawrence Street to Franklin Street. This was built on filled-in ground and wasn't raised to the prescribed grade until 1852. In 1853, Railroad Street was extended to the east line of the city and the Mad River and Junction Railroads were then authorized to extend their tracks through Railroad Street.

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<sup>3</sup> Ways, Ed. And Geo. J. Lehrer, ed. "Our City Sandusky 1824-1924" Centennial Executive Committee, page 70.

This portion of the Downtown Commercial Historic District has always included docks, piers, and boat slips along the waterfront to support the shipping industry as well as commercial and recreational commerce through water travel. Travelers would enter and exit commercial vessels at the slip nearest Columbus Avenue. North of the district boundary along the shoreline, the 1886 Sanborn showed docks and slips along the waterfront as well as lumber yard proprietors such as Schoepfle & Sloane's, J.C. Butler & Co's, R. B. Hubbard & Sons, Lea, Herbert & Co., Gilcher & Schuck's grouped in the area along the shoreline just west of Decatur to just east of Jackson. The cold storage and processing fish houses began just east of Jackson and extended up to Hancock and included A.S. Stoll, John H. Hudson, Post and Co., H.C. Post and Co., H.Y. Lay and Co., Arend Brothers, Bear and Ruth, Lay Brothers, and Simon Schacht. Other businesses included Adolph & Zollinger's Ice House, Fruechtnicht and Co. Smoked Fish, and B.F. Dwelle's Flour, Feed, Salt and Grain.

The 1893 Sanborn showed docks and slips along the waterfront as well as several cold storage fish houses, ice houses, lumber yards, seed/grain businesses and storage barns including; (from west to east) Schoepfle & Sloane's Lumber Dock, The Sandusky Lumber & Box Co., Sandusky Metal Worker's Boiler & Machine Shop, Gilcher & Schuck's Lumber Yard, A.J. Stoll Fresh, Salt & Frozen Fish, Post and Co. Fresh & Salt Fish, H. Lay & Co. Fresh & Salt Fish House, B.F. Dwelle, Flour, Seed, Salt, Grain, Bear and Ruth Fresh & Salt Fish and Lay Brothers Fresh & Salt Fish, Adolph & Zollinger Fresh and Salt Fish, C.G. Nielsen & Bros. Smoked Fish.

The 1905 Sanborn showed significant changes along the waterfront. While several of the businesses noted in earlier Sanborn maps remained (Schoepfle Manufacturing and Lumber Co., Sandusky Lumber & Box Co., Gilcher & Schuck Lumber Co., The Post Fish Co., Lay Bros. Fish House, Bear & Ruth Bros.) the addition of several new manufacturing, commerce and recreational enterprises also came into existence including; the Hinde & Dauch Paper Co., the U.S. Gypsum Co., Hunt & Weis Coal & Ice, the Wagner Lake Ice & Coal Co., Cedar Point Boat Landing, Johnson's Island Boat Landing, The Sandusky & Islands Steamboat Co. Freight House, the Sandusky Yacht Club House and a sand dock.

The 1945 Sanborn shows only an auto repair building, Gallagher Brothers Fish Co. and Lay Brothers remaining but, the latter was in two locations: the first, one the eastern end of the District's shoreline for Lay Brothers Fish & Twine House and a new building on the western end of the District's shoreline where the lumber yards had all existed prior for their fishery and cold storage building. The Hinde & Dauch Co., Boeckling Building, Cedar Point Dock and Fish Cleaning Building (today's New Sandusky Fish Co.) are all represented as well.

Within the district boundary, the 1886 Sanborn showed a dense grouping of buildings one built right next to the other. The two largest businesses within this block were Lea & Herberts Planing Mill and the Gehri Brother Pickling Works. Additional businesses for C. Woolworths. meat packaging and lumber also existed along this block.

The 1893 Sanborn showed lumber companies located on either end of the block. Additional building uses along this block at this time included an iron & fence rail works, social hall, laundry, tobacco warehouse, rubber shoe warehouse, storage and railroad offices.

The 1905 Sanborn was the first to include the Hinde & Dauch Paper Co. manufacturing facility and warehouse which took up the western half of the block through its construction. On the eastern half, an office building, liquor warehouse, lumber business and livery existed along this block. In the revised edition of the 1905 Sanborn, The American Crayon Co. assumed occupancy of the Hinde & Dauch Paper Co. building.

This block along Water Street maintains a consistent 12'-0" setback from the street.

1 309 West Water Street

**James Woolworth Handle Factory**

Erected: 1918

OHI No. ERI-1444-3 (photos #0034)

Two-story red brick masonry building with three part façade had its foundation laid the same year the 1860s structure under same name on same site was demolished. Stone elements include; foundation, sills with lugs, water table and cornice cap at the parapet. Brick detailing; running bond brick pattern, low relief window surrounds in header course and running bond, molded brick window hoods, molded brick band course, stepped brick corbels exist below a 3-course high relief field of running bond brick and ledge to form cornice. Sash have been replaced, a wood framed canopy finished in bead board and cedar shake shingle and masonry openings at the ground floor level have been infilled with paneling to receive small windows and a door.

2 307 West Water Street

**Sanitary Paper Bottle Co.**

Erected: 1858

OHI No. ERI-1442-3 (photos #0034)

Three-story rectangular shaped limestone building with ornamental cornice, rock faced ashlar, stone lintels, water table and a flat roof. This structure was originally home to the Sanitary Paper Bottle Company, a subsidiary of The Hinde & Dauch Paper Company. The company had believed that had perfected a new parafined paper bottle which, they felt, had many advantages over anything of the kind in the market. The Sanitary Paper Bottle Company experimented for considerable time to find the right material and the right process to turn the work out economically. According to a December 21, 1912, article in the Sandusky Register, it was announced that both had been perfected and that bottles were being made for local trade. The bottles were made in half pint, pint and quart size and were made almost entirely by machinery. The bottles consisted of a paper body covered both inside and out with paraffin, making them both waterproof and sanitary. It was claimed that the paper bottles would be a boom to dairymen in that they could be more economically handled than glass bottles and will do away with the necessity of cleaning and sterilizing. They could also be used for other food articles which are more or less liquid in form and require sanitary handling. The plant went out of business in the 1920s.<sup>4</sup> Although some alteration has occurred, this is an excellent example of a commercial warehouse constructed of Sandusky limestone.

3 303 West Water Street

**Commercial Building**

Erected: 1858

OHI No. ERI-1441-3 (photos #0034)

Three-story timber framed building, built by Smith & Parsons, features an arched cast iron storefront at street level, stone foundation and wall construction with stucco wall finish and decorative metal bracketed cornice. Exterior metal panels currently conceal a large portion of the façade while the storefront and cornice are still visible. A wine, liquor, and vinegar business was located here. Current occupant: vacant.

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<sup>4</sup> Frohman, Charles E. Sandusky Potpourri. Ohio: The Ohio Historical Society, 1974. 23. Paper Bottles Before Their Time.

301 West Water Street  
**Sandusky Butter & Egg Co.**

OHI No. ERI-1440-3

Original site of Mad River RR Passenger Depot. The present two-story building was built by the Sandusky Butter and Egg Company and features a three-part façade with brick pilasters capped by stone at the outermost portions of the facade. The building has a concrete water table, exquisite masonry detailing throughout the façade in a variety of symmetrical and deliberate patterning including basketweave and checkerboard bonding patterns. Storefront modification has occurred with the installation of a more contemporary system within masonry openings, louvered metal panels have been installed along a side elevation within masonry openings previously displaying windows, associated hardware for signage and awnings and metal roof flashing have all been installed yet the historic facade is still able to be appreciated in its current form.

**BLOCK #2 – North Side of West Water Street to south side of Shoreline Drive between Jackson Street and Columbus Avenue (Resource numbers 5-19)**

Toward the middle of the 19th century, Sandusky was a flourishing port and Water Street, east and west of Columbus Avenue, was the center of town.<sup>5</sup> Water Street originally was the first street along the bay. Railroad Street did not exist and the waters of the bay came to the rear of the Water Street lots, which on the north side of the street, were known as "water lots." The boat landing was opposite the Steamboat hotel and low water was only sixty feet away. The railroad tracks were on Water Street. Piers were later built out from these water lots.<sup>6</sup>

The collection of buildings within Block #3 are all listed on the National Register under Criterion A & C within the Water Street Commercial Buildings nomination. The Water Street Commercial Buildings are situated in a two-block area on the north side of Water Street. At the time of its listing, this district included fourteen commercial buildings erected between 1855 and 1890 in the Romanesque Revival, Renaissance Revival, High Victorian Italianate, and Second Empire styles. Various buildings are constructed of brick, limestone, granite, and stone-faced with stucco. Today, thirteen of the buildings remain. These two blocks constitute the heart of the early mercantile district in Sandusky. The backs of the Water Street buildings faced directly on the lake. Among the businesses housed in the buildings were produce and commission merchants, dry goods, tailors and clothiers, milliners and dressmakers, hardware and others.

This block along Water Street maintains a consistent 12'-0" setback from the street.

225 West Water Street (at Jackson Street intersection – east side)  
**Freeland T. Barney Building (NR, 1975)**

OHI No. ERI-1826-3

The three and ½ story brick building at the northeast corner of Jackson and West Water Streets in downtown Sandusky was built about 1870 and underwent a major renovation in 1892 which included the addition of a Romanesque Revival facade. A continuous smooth faced sill and rusticated stone lintel exists at the 2<sup>nd</sup> floor sash, a smooth stone

<sup>5</sup> Hansen, Helen and Virginia Steinemann. *From the Widow's Walk: A View of Sandusky – Volume II.* (Sandusky, OH, 1996) 32.

<sup>6</sup> Frohman, Charles E. A History of Sandusky and Erie County, The Ohio Historical Society, Columbus, Ohio 1965. Pg 28.

6 223 West Water Street

City founders Isaac Mills and Zalmon Wildman built early commercial buildings at this site. This 3-story building and the two buildings immediately east, are likely the oldest commercial buildings still standing in Sandusky. "Hotel Kilbourne" lettering is below Italianate brackets that decorate the roofline, cast iron posts are at ground level, and windows have painted stone sills and lintels. Window replacements are compatible and a new rooftop penthouse is setback from the primary façade and painted a compatible color to the adjacent masonry.

7 217 West Water Street

City founders Isaac Mills and Zalmon Wildman built early commercial buildings at this site. This three-story building and the buildings immediately west and east, are likely the oldest commercial buildings still standing within the downtown commercial district. This building has cast iron posts at the ground level, wall surface masonry has been painted, an expansive oriel window at the second floor which spreads across nearly the entire wall surface, three individual sash at the third story, and a projecting cornice with brackets and a pointed parapet with decorative finial.

8 207-211 West Water Street

City founders Isaac Mills and Zalmon Wildman built early commercial buildings at this site. This three-story building and the two buildings immediately west, are likely the oldest commercial buildings still standing in Sandusky. Uneven bays suggest some alteration during the last part of the 19<sup>th</sup> century, when Italianate styling was fashionable. Center cornice boards have brackets; each end of the roof line has a decorative cornice board extending above the roof line. At the ground level, there are cast iron posts which divide and support the façade as well as contemporary storefront and awnings.

9 201-205 West Water Street

Three-story rock-cut ashlar façade trimmed with smooth cut limestone stone, carved stone elements and brackets near the cornice add to the architectural appeal of this structure. The tonal qualities of the natural stone provide for an elegant and subtle color palette. The central windows rise slightly above the others typical of Renaissance

Revival.<sup>7</sup> Built by Robert Cassedy in 1867, the Cassedy-West Building was an early grocery and hardware store. In the 1880's the facade was changed somewhat by W.T. West.

10 121 West Water Street

**Laurence Cable Building (NR, 1975)**

Erected: 1868

Architect:

OHI No. ERI-1828-3 (photo #0083-0087)

Three-story vernacular painted brick building featuring three-part façade. At street front level, decorative metal pilasters and posts provide the frame for storefront display and transom glass. Contemporary awnings have been installed in same style as 201-205 West Water. On upper floors, 2/2 double hung wood sash and decorative stepped sills and pointed window hoods. Direct applied painted signage on masonry between floors 2 and 3. At the roofline, a pronounced cornice with dentils exists and is painted to match color palette of windows below. The building's namesake was a German immigrant, was the first carpenter for the Mad River & Lake Erie Railroad, operated a shoe store and grocery from this location and, at the time of his death, was president of the Third National Bank.

11 115 West Water Street

**Stiles E. Hubbard Building (NR, 1975)**

Erected: 1856

Architect: Sheldon Smith

OHI No. ERI-1827-3 (photo #0030,0084-0085)

Three-story Romanesque Revival style building. The arcaded first floor repeats the arches of the adjacent storefront at the corner of Columbus Avenue & Water Street. Projecting rounded exist over the two ground level entrances. Upper floor window openings feature a stilted arch masonry treatment and pronounced stone sill. Rounded intersecting arcade muntin patterning exists within each tall narrow window opening location. Substantial brackets exist at roof line and are painted with more prominence than the projecting relatively flat cornice and molded brick string course existing below the brackets. Built by the brother of Lester Hubbard; the first tenants of this building were Hubbard and Wilcox who sold groceries and dry good, followed by Auston Ferry, a hatter.

12 101-109 West Water Street

**Hubbard's Block (NR, 1975)**

Erected: 1854

OHI No. ERI-1439-3 (photo #0085-0086)

Architect: Sheldon Smith

The four-story Hubbard's Block was designed by architect Sheldon Smith in 1854 and anchors the prominent northwest corner in the heart of downtown Sandusky at Columbus Avenue and Water Street. Owned by Lester Hubbard, this Romanesque building was home to the Cosmopolitan Art and Literary Association, a national organization devoted to the dissemination of magazines and original art works. Its galleries were also located here. The building is made of limestone and sandstone with contrast being provided through the intentional regular coursed wall surface and smooth

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<sup>7</sup> Damm, Ellie. Treasure by the Bay: The Historic Architecture of Sandusky, Ohio. (1989L Associated Presses, Inc.)  
53

carved stone around the building's fenestration. At the street front level, three recessed entrances exist within arched openings and large display windows with transom exist in all others. Existing on the wall surface between the first and second floors are large blocks of tooled stone sunk panels with decorative stone corbels at each instance just above the termination point where two arcade arches meet. Large curved stone sills exist at 2<sup>nd</sup> floor windows whereas 3<sup>rd</sup> and 4<sup>th</sup> floor sills are more traditional in massing and placement within the masonry opening. The sash are true arched double hung windows with transom and the bracketed cornice appears to be made of stone and ornamental metal.<sup>8</sup>

- 13 Intersection of West Water Street, East Water Street, and Columbus Avenue

**Schade Mylander Plaza**

Established ca. 1900 (photos #0024, 0030)

As seen on Sanborn maps, photographs and postcards, a public fountain was at the foot of Columbus Avenue in downtown Sandusky in the late nineteenth and early twentieth centuries, not far from the waterfront. The square where the fountain was located was often filled with activity as people gathered to meet the trains and boats as they arrived in Sandusky.<sup>9</sup> This Schade-Mylander Plaza was established as dedicated greenspace along the waterfront and is located at the foot of Columbus Avenue between Water Street and Shoreline Drive. Steps lead to a fountain in the center of the park which is landscaped and largely covered in brick pavers.

- 14 101 East Water Street

**Post, Lewis & Radcliffe Building (NR)**

Erected: 1866 (photos #0031-0032)

Located on the northeast corner of E. Water St. and Columbus Avenue, this building anchors a prominent corner in the heart of downtown Sandusky. The three-story Romanesque Revival façade has since been modernized. Windows historically had rounded caps and there was a rounded dormer in the center of the roofline but today display rectangular six-over-six double hungs within masonry openings. The belt course, carved window sills and hand-tooled limestone pilasters with quoins on either side of the primary façade remain. This building was once a grocery store as well as a photography studio and now functions as a restaurant on the lower floors with offices above. Significant loss occurred to its east party wall when the Phoenix Building was demolished several years ago; however, historic integrity at 101 East Water Street has been preserved.

- 15 121-125 East Water Street

**Biemiller Building (NR)**

Erected: 1868

OHI No. ERI-1425-3 (photos #0031-0034)

Three-story brick building with prominent Victorian bracketed cornice, hoodmolds and repeating arched storefront on the first floor with double transom and deep painted iron columns features three pair of wood double entry doors centered on the façade between columns. Upper floor windows feature a four-over-four rounded arch sash and carved stone sill. A stone beltcourse and stringcourse also exist. The projecting cornice is constructed from ornamental sheet metal. The westernmost partywall has experience loss from the demolition of the Phoenix Building several years ago; however, historic

<sup>8</sup> Damm, Ellie. *Treasure by the Bay: The Historic Architecture of Sandusky, Ohio*. Associated Presses, Inc 1989, 170

<sup>9</sup> Ibid

integrity at 121-125 East Water Street has been preserved. The building served as a shop and was the Kuzman Hotel for many years starting in 1890, run by August C. Kunzman. The building is currently vacant.

- 16     127-131 East Water Street  
      **Weeden-Reber Building (NR)**  
      Erected: 1853  
      OHI No. ERI-1426-3     (photos #0033-0035)  
      This Italianate style three-story building functioned as a sheet metal shop for nearly eighty years at the ground level. A variety of other businesses have occupied the other portion. The storefront consists of cast iron columns and simplified glazing with metal infill panels and a single entrance through a pair of wood double doors. A limestone building with brick facade, second and third floors feature carved stone sills, tall one-over-one double hungs with a half circle transom and hood top molding with stops. Decorative stone molding occurs beneath the metal cornice. The façade is not painted; however, the light red masonry exhibits a variety of color in its pattern. The building occupants currently include public accountants and a data processing company.
- 17     133-143 East Water Street  
      **Reber Block (NR)**  
      Erected c. 1852  
      Architect: George Reber  
      OHI No. ERI-1427-3     (photos #0033-0035)  
      Three-story building exists on the site where George Reber razed the "Old White Store", the first frame building in Sandusky, built in 1817 by Z. Wildman. Reber, born in Lancaster, OH, was a prominent attorney employed to adjust errors in original property surveys of the city. The building possesses a very monochromatic façade with the use of smooth-faced limestone throughout including the band course and carved cornice. The fields of limestone are elegantly defined through repetition of low relief triangular shaped pediments over upper floor six-over-six windows and plain lug sills below. The street front level features four different entrances all unique in design. Cast iron pilasters painted the same color as the upper floor sash repeat the entire length of the storefront. The storefront to the west is the largest and its entrance plane is straight with an awning over its entire length, at the center the storefront is curved and recessed, then a single entry door exist within that center portion and last a storefront similar in design to the first but with smaller display windows and a single entrance. Currently building occupants include First American Title Insurance Company, a dance supply store and a men's clothing store.
- 18     149 East Water Street  
      **William Robertson Wholesale Grocery (NR)**  
      Erected: 1868  
      OHI No. ERI-1428-3     (photos #0034-0035)  
      William Robertson, from Alnwick, England, opened this building as a wholesale grocery store. For the longest period of its history this 3-story High Victorian structure served as a granary, operated as an outlet for Gallagher's Mill in nearby Venice, Ohio. The sash at the second floor features a plain lug sill atop a sill course, rounded arch windows with intertwining arcade with eye muntin pattern and ornate hood top molding with keystone and stops formed from cement. The third floor sash are a slightly different shape with a segmental arched frame and uneven meeting rail resulting in a two-over-four sash. The cornice is substantial in size and includes a band course, frieze, ornamental molding,



and tightly spaced corbels. Some modification has occurred at the storefront level with glass, framing and entry materials; however, its historic integrity and cast iron pilasters and brackets remain intact.

19 163-165 East Water Street

**Fisher Hall (NR)**

Erected: 1866

OHI No. ERI-1429-3 (photos #0034-0036)

When the railroad tracks ran along the waterfront, this served as an express office, and a theatre was on the second floor. This two-story Second Empire style limestone building has a cast iron storefront at its base, rounded arch window openings with semielliptical stonework surrounding very narrow and tall sash with an intertwined arcade muntin pattern and central balconette with sidelites and spider web fanlight and molded surround. The attic story with a pair of segmental pediment dormers has an asymmetrical gable roof. Exterior wall surface is roughly coursed Sandusky limestone.

**BLOCK #3 – North Side of West Water Street to south side of Shoreline Drive between Wayne Street and Hancock Street (Resource numbers 20-26)**

The 1886 Sanborn showed a dense grouping of buildings along this block. They were simple wood framed structures with the exception of one masonry building toward the center of the block. Three of the structures were coal sheds, one structure was a coal office and the others were C.C. Keech's Tannery, a wholesale liquor and wine house, and one building currently vacant.

The 1893 Sanborn continues to show the coal sheds but other businesses now exist along the block which included Bear & Ruths Pork Packers, Armour Beef Co., a broom manufacturer and two wholesale liquor and wine houses.

The 1905 Sanborn continues to show the coal sheds, Armour & Co., one wholesale liquor and wine house and a salt & smoked meat house. The 1945 Sanborn and 1950 revision to the 1905 Sanborn shows the block being used by the Engels & Krudwig Wine Co. for bottling/labeling/storing, a cold storage facility, a wholesale grocer, and two vacant storefronts.

This block along Water Street maintains a common setback of 9'-0" from the street.

20 207 East Water Street

**West Marine**

Erected: 1956, remodeled: 1982

**Non-contributing**

(photos #0016)

A single story brick, commercial building with a running bond pattern. Contemporary construction is not compatible with historic.

21 215-217 East Water Street

**Zinc Brasserie, Boom Town Coffee**

Erected: 1854, remodeled: 2013

Architect: Sheldon Smith

OHI No. ERI-1433-3

(photos #0016)

Prior to the construction of Railroad Street, this was a Sandusky waterfront building which has been remodeled. The brick façade is painted and has ornamental cast iron

column wraps. The 2<sup>nd</sup> story has been removed; however, despite its significant alteration, the building maintains the appropriate setback and placement within the block and retains historic detailing at the storefront level both on Water as well as exposed masonry construction along Shoreline Drive so that it communicates at street level from both sides.

22 219 East Water Street

**Commercial Building**

Erected c. 1900, remodeled: 2013, 2017 (photos #0016)

A single story, stone foundation, red brick masonry building with running bond pattern, brick pilasters at either end of the front façade, rusticated stone sill and lintel at window opening and rusticated lintel over recessed entrance of door. The roofline features a decorative metal cornice. The window is void of character defining detail and the front entrance also appears to be new although features a compatible wood door with transom.

23 221 East Water Street

**Windau INC**

Erected c. 1920

OHI No. ERI-1435-3 (photo #0015,0016)

A two story brick, commercial building somewhat typical of the period. It is divided in 4 bays with an aluminum glass storefront entry and running bond brick pattern. The first and second floor is divided by two horizontal bands of brick. Twelve-over-twelve windows with low relief brick surrounds in a soldier course (top) and header course (sides) pattern frame the masonry openings. The cornice is formed from high relief brick placement with stepped effect as it tapers. Stone sill at parapet.

24 231-233 East Water Street

**C.C. Keech Warehouse** (later) **Armour & Co.**

Erected c. 1865

OHI No. ERI-1436-3 (photos #0015,0016)

The original owner, C.C. Keech, constructed the building as a warehouse and preparation area for wool and skins to be made into clothing garments and sold across the nation. The building was sold to J.O. Armour in 1889 and was then used as a sales and storage building for over 40 years. The Engels and Krudwig Wine Co. purchased it in the 1930s and located their wine bottling and storage here. The building was originally four stories; J.O. Armour removed the top two floors in 1889. There are fan shaped transoms over wooden doors with strap hinges, metal cornice dating to the 1800s, and stone lintels and sills.

25 255 East Water Street

**Facer Park**

Established ca. 1892

(photos #0009, 0010, 0013)

In the open space on Water Street at the foot of Hancock Street was park, created in 1892 by Samuel Facer, a livery-man and a councilman of the city. Facer personally did most of the work of getting the ground in shape and beautifying the park and he made a very attractive and lovely spot, containing a fresh growth of plants and flowers, all enclosed by an iron fence. At the entrance to the park, Facer placed a drinking fountain. Today, the fence is gone and so is the drinking fountain. The Path to Freedom sculpture is located in the center of the park and a small gazebo to the west of the sculpture.

- 26     305 East Water Street  
**Commercial Building**  
Erected: 1920, remodeled: 1984, 2017     (photo #0011)  
A one-and-one-half story brick, commercial building. At the primary façade, the storefront had received a contemporary stone veneer with storefront but that was recently removed and it remains to be seen what will be installed on the exterior wall surface in that area. The top half of the façade including cornice features intricate historic masonry detailing and two different color glazed brick with wrapped metal cornice. Secondary elevation masonry is a red common brick. A renovation is currently in progress.

**Block #4 – East side of Decatur Street to north side West Market Street, to west side of Jackson Street, and south side of West Water Street (Resource numbers 27-37)**

- 27     110 Decatur Street (at Water Street intersection – south side)  
**Hohler Furnace & Sheet Metal**  
Erected: 1915     (photos #0069-0071)  
A brick, commercial building with stone sills, brick columns, and modern storefronts. The portion of the building at the intersection of Decatur and Water Street is two stories, but a single story along Decatur Street.
- 28     112 Decatur Street  
**Zeck Building**  
Erected: 1840  
OHI No. ERI-350-3     (photos #0124)  
A brick commercial building with an asymmetric front window layout and stone water table. The letters "ZECK" are carved in stone above the front door.
- 29     433 West Market Street  
**Ogontz Garage**  
Erected: 1911     ***Non-contributing***  
OHI No. ERI-809-3     (photos #0039)  
The Ogontz garage was in operation on the corner of Decatur and Market Street from 1919 until 1951. The garage construction consisted of wood trusses, concrete floor and brick masonry exterior. The primary façade was divided into three bays and each bay had a three-part storefront at ground level although the center bay had a vehicular entrance and display windows on either side as well as a row of eight windows at a second floor level two paired on either end and four grouped to the middle. The outer bays only had divided lites of display glass with three large display windows with narrow clear glass transoms of equal width and the portion of storefront at the center continued the display windows and transom in the similar proportions around that vehicular entrance. The façade was further defined and emphasis of verticality was achieved through the use of low relief masonry fields around the fenestration. A pedestrian entrance featuring a pair of full lite doors and transom was located in the first bay of the secondary façade along Decatur. Windows centered within six bays continued down the secondary façade with an additional vehicular entrance located in each of the last three bays. The design was practical yet elegant and served its intended purpose well. The historic façade has been altered by the construction of a new EIFS storefront which was constructed over the historic. The design introduces a new shape to the roofline, eliminates 2<sup>nd</sup> floor sash, eliminates ground level storefront framing, changes the vehicular entry to a pedestrian and introduces smaller incompatible windows and an

aluminum storefront door with painted masonry infill within historic masonry openings. Along the secondary elevation, masonry infill takes the place of windows and the pedestrian entry. While the overall massing, the original unpainted piers of American bond masonry, the sandstone sills and limestone foundation can be seen along Decatur the building looks noticeably different. The current building owner is Goodwill and a thrift store is run from this location.

- 30     419 West Market Street  
      **Sandusky Recreation Center (Bogert)**  
      Erected c. 1900  
      OHI No. ERI-808-3            (photo #0122-0124)  
      This 2-story building features a glazed style of brick building unusual for Sandusky. The original building function was a bowling alley. Window replacements have occurred on the building façade. Patterned brick building unique for this area. Current building occupant: Goodwill Industries.
- 31     403 West Market Street  
      **Schlenk Building**  
      Erected 1882  
      OHI No. ERI-807-3            (photo #0120)  
      This was an early hotel. Three part façade with bracketed cornice and ornamental dripstone hood molds join to form a band above 2<sup>nd</sup> story sash along primary elevation.
- 32     333 West Market Street  
      **Hemminger Saloon**  
      Erected: 1884-1886  
      OHI No. ERI-806-3            (photos #0119-0022)  
      Criterion C. Listed October 1982. The Hemminger Saloon is a three-and-a-half story brick building with a stone foundation. This handsome High Victorian style building has a peaked tin cornice with brackets and a three-sided window with stone trim. The pilasters have carved stone trim. Windows have carved stone lintels in front; side windows have plain stone lintels. The first floor has a recessed door. A stone addition has been added in the rear. This building was built in 1884-1886 for Jacob Hemminger for the purpose of a saloon.<sup>10</sup>
- 33     327 West Market Street  
      **William Stubig Building**  
      Erected c. 1945  
      OHI No. ERI-805-3            (photos #0119, 0020)            ***Non-contributing***  
      A small commercial building with a brick façade and wood shingle roof. Storefront modification has occurred but original building materials are evident on rear elevation.
- 34     325 West Market Street  
      **Betty's Restaurant**  
      Erected: 1893  
      OHI No. ERI-804-3            (photo #0119)  
      A two story commercial building, typical of time period with bracketed cornice at the roof line and three part facade.

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<sup>10</sup> Owen, Lorrie. Dictionary of OHIO Historic Places, Somerset Publ, 1999, 358.

- 35 165 Jackson Street  
**Ashley Group**  
Erected: 1981

**Non-contributing**  
(photo #0104)

A single story, brick, commercial building with a contemporary storefront and sited more deeply on the parcel than the historic building setback of adjacent buildings along the street.

- 36 121 Jackson Street  
**Commercial Building**  
Erected: 1957

**Non-Contributing**  
(photos #00073,0076-0077)

A 2-story commercial building of concrete block construction. The façade has been stripped of all character defining architectural elements and features a contemporary storefront, painted masonry and several new masonry openings with windows.

- 37 306 West Water Street  
**Shore House Tavern**  
Erected c. 1860

OHI No. ERI-1443-3 (photo #0073)

A brick, commercial building built after the opera house burned. The front façade is painted brick while the sides are covered in vinyl siding. The storefront has a ramp to the door and wood pilasters which extend to a cornice that divides the first and upper floor. Windows have painted stone sills.

**Block #5 – East side of Jackson Street to north side West Market Street, to west side of Columbus Avenue, and south side of West Water Street (Resource numbers 38-45)**

- 38 129-139 West Market Street  
**Laurence Building**

Erected c. 1880

OHI No. ERI-795-3 (photos #0106-0109)

This brick commercial building, built by Laurence Cable, a prominent Sandusky citizen and carpenter, has always had shops on the ground level and office space above. It was restored in 1978. It is a brick building with oriel windows and leaded glass, swags below windows, decorated capitals on pilasters, and brick corbelling. It was restored in 1978.

- 39 127 West Market Street  
**Commercial Building**

Erected c. 1890

**Non-Contributing**

OHI No. ERI-794-3 (photos #0107, 0108)

Three-story commercial building with rectangular shape, limestone foundation and walls; however, the entire front facade has undergone two generations of significant alteration; first, skinned in metal for streamline appearance and then, more recently, has received a more compatible but markedly contemporary EIFS treatment to simulate the look of smooth faced limestone with quoins, window surrounds and recessed mortar joints, storefront columns and a stepped cornice. Windows are arranged west of center to align with the storefront. Windows are simple double-hungs and are replacements to historic. An upper floor entry is located on the east side of the front façade at storefront level. Storefront system is also contemporary but exists within the historic plane of the original. Current Occupant – Bill Lewis Realty.

- 40      113-123 West Market Street  
**Schade Building**  
 Erected c. 1880 **Non-Contributing**  
 OHI No. ERI-793-3      (photos #0107, 0108)  
 Three-story commercial building with rectangular shape, brick foundation and walls; however, the entire front facade has undergone two generations of significant alteration; first, skinned in metal for streamline appearance and then, more recently, has received a more compatible but markedly contemporary EIFS (synthetic) treatment to simulate the look of smooth faced limestone with low relief horizontal banding and vertical blocks to define bays, low relief window surrounds with keystones, geometric patterning on storefront level columns, and a denticulated cornice. The synthetic material is tinted in select locations to add contrast to the façade. Windows are simple double-hungs and are replacements to historic. Only a single centered recessed entrance exists at the streetfront level. Current Occupant –
- 41      101-103 West Market Street  
**Commercial Building**  
 Erected c. 1900, remodeled: 1975 **Non-Contributing**  
 (photos #0105, 0106)  
 Two-story commercial building on the northwest corner of West Market & Columbus Avenue. The façade has been largely modified and is now clad in synthetic material (EIFS) giving the appearance of stucco. Horizontal banding exists at the signage level above the recessed entrance at the corner and continues on both primary facades and terminating just before the second recessed entrance on West Market toward the rear of the building. Windows have all been replaced with contemporary aluminum sash void of muntins and contemporary awnings exist on select windows at street front level. On the wall surface between upper floor sash, vertical ribbing constructed from the same synthetic material along with a continuous sill and lintel. Current Occupant – James A. Bertsh Jeweler / Ohio Home Healthcare
- 42      151-157 Columbus Ave.  
**Burns & Gove Jewelry / Holzaepfel Sporting Goods / Wilcox's Dry Goods**  
 Erected c. 1880  
 OHI No. ERI-281-3      (photos #0091-0092)  
 A stone commercial building with arched second floor windows. The top floor has been torn off. The second and third floor is divided by a cornice with brackets.
- 43      139-145 Columbus Avenue  
**The Uthe & Hiltz Co.**  
 Erected c. 1900, remodeled: 2013  
 OHI No. ERI-278-3      (photos #0091-0092)  
 This early commercial building is located on the site of Henry Ritter's Cigar store (open in the latter half of the 19<sup>th</sup> century). The top floors have been torn off and a sloped roof overhangs an unoriginal storefront.
- 44      129 Columbus Avenue  
**Wilke Building, Wilcox Company**  
 Erected c. 1880  
 OHI No. ERI-277-3      (photos #0091-0092, 0097-0098)  
 According to an article from the Sandusky Register of January 30, 1986, the Wilke building at 129 Columbus Avenue was originally part of the West House hotel. The

article said that retail stores were on the street level, while hotel rooms occupied the upper floors. In the early 1900s Carl H. Wilke purchased the building, and added a brick façade and three-part storefront with prismatic glass transoms. (You can still see the surname Wilke at the top of the building.) The building has had a number of tenants through the years. In the mid-1910s, Carl F. and John M. Holzaepfel sold sporting goods and photography supplies at their store at 129 Columbus Avenue. An article in the April 2, 1920 issue of the Star Journal reported that the Lake Shore Electric would soon occupy the Wilke building. The headline stated that the new home for the Lake Shore Electric would be the "finest on system," as the stations in Cleveland and Toledo were not nearly as grand as Sandusky's new station. After the Lake Shore Electric interurban ceased operations in the late 1930s, 129 Columbus Avenue became the bus station for the Lake Shore Coach Lines and, for a time (1938-1948), the Greyhound Bus Lines. During World War II, a U.S.O. Service Center opened in the rear portion of the Lake Shore Coach station. Many different businesses have been in operation in the Wilke building. In October of 1954, the Byer Brothers opened a new store at 129 Columbus Avenue. Eventually Marv Byer became the sole proprietor of the business, which became known as Marv Byer Clothiers; he and his wife purchased the property in 1967. By 2000, the By Design store was located at the site and, today, the Fabulous Female Boutique currently occupies 129 Columbus Avenue.<sup>11</sup> The storefront has been altered. A stone band divides the first and second floors and third floor windows have stone sills.

45      101-109 Columbus Avenue  
**Schine United State Theatre (NR)**

Erected: 1928-1929

OHI No. ERI-270-3      (photos #0088-0090)

A late 1920's movie palace with embellishments typical of the period. It was a complete entertainment center with a bowling alley and billiard tables in the basement. It was built by William F. Seitz and his sons and leased to J. Meyer Schine of Gloversville, New York who later transferred it to Warner Bros., who defaulted on the lease. The theatre has curved gables topped with an anthemion motif. Two rows of carved roping adorn each arch and stone urns exist between the arches and at the upper roof line. The roof line between the arches has a cornice frieze topped with pineapple decorations. The store fronts have been altered and the box office moved from the lobby to the front of the building in the 1930s.

**Block #6 – East side of Columbus Avenue to North side East Market Street, to West side of Wayne Street, and South side of East Water Street (Resource numbers 46-58)**

The Columbus Avenue Historic District comprises the most complete intact contiguous block of the late-19<sup>th</sup>-century and early 20<sup>th</sup>-century commercial buildings for the retail and professional trades in the city. Ranging in age from 1850 to 1914, the years which bracket the Victorian era culturally speaking, the buildings constitute a "Main Street" which is far more unaltered than the most and which represents the period of the city's commercial prosperity. After the Civil War, the commercial center of the city spread south along Columbus Avenue from Water Street. Between 1850 and 1890, the population of Sandusky tripled. With the exception of only two early-20<sup>th</sup> century facades, all of the buildings in the district were completed before 1875. The buildings' occupants are representative of local retail uses in any burgeoning 19<sup>th</sup>-century

<sup>11</sup> Sandusky History blog. Sandusky Public Library

community. No other single retail block in the city preserves the integrity of the immediately post-Civil War commercial period so well as this one.<sup>12</sup>

- 46      102 Columbus Avenue  
**Graham Drug Store (NR, 1983)**  
Erected: 1868  
OHI No. ERI-271-3      (photo #0029)  
This Second Empire building was a drug store, run by John Graham and family successors until 1926. This limestone building is faced with sandstone and has a mansard roof with decorative Second Empire dormers and a wide cornice with brackets at the roof line. A belt course separates the first from second and second from third floors. The second and third floor windows are arched and are similar in design but not scale to the windows on the building to the south. The first floor has been covered in formstone.
- 47      104-106 Columbus Avenue  
**Frank Schnaitter Tailoring Co. (NR, 1983)**  
Erected: 1873-1874  
OHI No. ERI-272-3      (photo #0029)  
This Victorian functional building is also limestone face with sandstone. It was built by German immigrants Anton Buderus and Cornelius Schnaitter who became prominent in Sandusky's large German population. There is a wide cornice board with brackets at the roof; a belt course separates the first from second and second from third floors. The sandstone face matches the building to the south and is similar to that of the building to the north. The second and third floor windows are arched and are similar in design but not scale to the windows on the building to the north; the windows are similar in design and scale to the windows on the building to the south.
- 48      110 Columbus Avenue  
**Women's Building (NR, 1983)**  
Erected: 1873-1874  
OHI No. ERI-273-3      (photo #0029)  
First offices and shops, this was the building which, between 1913 and 1921, served women and children as a resting place while male members of their families conducted business. There is a wide cornice board with brackets at the roof; a belt course separates the first from second and second from third floors. The sandstone face matches the building to the north. The second and third floor windows are arched and are similar in design and scale to the windows on the building to the north.
- 49      114-124 Columbus Avenue  
**Moss Building (NR, 1983)**  
Erected: 1861  
OHI No. ERI-274-3      (photos #0029)  
The vernacular building has always served as shops. A barber shop has been located here for over seventy-five years. At the roof there is a large stone cornice with stone brackets. Windows on the second and third floor have stone sills and lintels; the storefront has formstone (not original) on the north side and brick on the south.

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<sup>12</sup> Owen, Lorrie. Dictionary of OHIO Historic Places, Somerset Publ, 1999, 342.



- 50      126 Columbus Avenue  
**Moss Brothers Bank (NR, 1983)**  
 Erected: 1853, 1914  
 OHI No. ERI-276-3      (photos #0029)  
 This limestone building, acquired a brick façade in 1914 when it became a hardware (Donahue Hardware) store before World War I. It was originally built for Moss Brother's Bank and bought by Donahue in 1914. It served as a hardware store for 10 years before becoming a restaurant and bar. The three story, brick building has stone trim and cornice with brackets at the roof line. Brick pilasters at the first floor have stone cap, second and third story windows are slightly recessed by a stepped brick decoration. Stone detailing "DONAHUE" is below the roof line and cornice.
- 51      136 Columbus Avenue  
**Star Theatre (NR, 1983)**  
 Erected: 1914  
 OHI No. ERI-279-3      (photos #0027-0028)  
 The site of Sandusky's first stone house, this was built to be a silent movie theatre. It sits on the site of Eleutheros Cooke's house and the south side of the building still retains this relic. The façade is Flemish brick with white terra cotta trim bands. The cornice with brackets at the roof line is interrupted in the center by atone detailing "THEATRE". On the north side, the second (top) floor extends over an alley.
- 52      142 Columbus Avenue  
**Union Bank (NR, 1983)**  
 Erected: 1853  
 OHI No. ERI-280-3      (photos #0026-0027)  
 The mansard roof, which gives the building a Second Empire appearance, was a modernization of about 1870 and has gabled arched dormer windows on the third floor. The façade is stone with a small brick portion at the bottom of the modern storefront.
- 53      150-162 Columbus Avenue  
**Cooke Building (NR, 1983)**  
 Erected: 1850, 1853  
 OHI No. ERI-282-3      (photos #0024-0027)  
 Sandusky's Cooke Block, at the northeast corner of Columbus Avenue and Market Street, has been in existence since the 1850s. Ellie Damm wrote in *Treasure by the Bay* that the north section, known as the Union Building, was built first, along Columbus Avenue. Wildman Mills erected a large building at the corner of Columbus Avenue & Market Street, and he sold the building to Charles E. and George A. Cooke in 1866. In about 1876 the Cooke Block and the former Union Building were consolidated. Sandusky city officials met in the Union Building and the Cooke Block in the early days of the city's history. From 1882 until 1899, the Melville Brothers ran a wholesale and retail drug business in the main corner building of the Cooke Block. By 1908 the Commercial National Bank was the main business in the corner building of the Cooke Block. A variety of other businesses were located in the Cooke Block, including insurance and real estate agents, lawyers, doctors, restaurants, and retail stores. The large Italianate brackets on the eave are an eye-catching feature. Second and third story windows on the Columbus Avenue and Market Street corner are arched unlike other second and third floor windows. An overhang with brackets separates the first and second floor on the corner portion with arched windows. The corner portion with arched

windows is a newer addition to the building and had a tower until the 1924 tornado destroyed it.

- 54 119 East Market Street  
**Commercial Building**  
Erected: 1879  
OHI No. ERI-760-3 (photos #0128-0129)  
A commercial building with rounded arch windows on the second floor built by Charles Cooke. A cornice band separates the first from second floor on the front façade. There is large bracketing at the roof line.
- 55 127-133 East Market Street  
**Commercial Building**  
Erected c. 1941 (photos #0130-0131)  
A limestone, commercial building erected after the fire of 1939. In 1941, it was home to Nieser Bros., Inc. (a 5 and 10 cent store).
- 56 161 East Market Street  
**Graefe Building**  
Erected c. 1940 (photos #0128,0132)  
In the 1950's, Sears Roebuck and Co. department store was located here. Erected after the fire of 1939. A limestone building with Art Deco styling.
- 57 189-191 East Market Street  
**Commercial Building**  
Erected: 1940 (photos #0133-0035)  
A commercial building with vertical paneling on the lower half of the front façade. A small roof overhang divides the bottom from top half of the building from which wood pilasters with minimal design extend upward to the roofline. Windows are only present on the bottom half.
- 58 100 East Water Street  
**The Citizens Banking Company**  
Erected: 1986 *Non-contributing*  
(photos #0037, 0043)  
A large, three story commercial building with a metal mansard roof. The façade is brick, a horizontal band of stone runs across the first and third story, first floor windows have large rounded caps, and third story windows have large pointed caps.

**Block #7 – East side of Wayne Street to North side of East Market Street, to West side of Hancock Street, and South side of East Water Street (Resource numbers 59-70)**

- 59 160 Wayne Street  
**Subway**  
Erected: 1930, remodeled: 2009 *Non-contributing*  
(photos #0154-0155)  
A single story commercial building. The façade has been significantly altered.
- 60 215 East Market Street  
**Rathke's Tailoring**

Erected c. 1860

OHI No. ERI-770-3 (photo #0152)

The Rathke Tailoring business has occupied this building since the latter part of the 19<sup>th</sup> century. Currently home of the Sandusky Power Squadron. A rather simple 2-story building with two storefront entrances and stone sill and lintels at every opening.

- 61 223 East Market Street  
**Commercial Building**

Erected c. 1910

OHI No. ERI-771-3 (photos #0152-0153)

A two-story commercial building with a centered oriel window on the second floor and corbeled brick cornice. Windows on the east and west sides of the building have stone lintels and sills.

- 62 231 East Market Street  
**Commercial Building**

Erected c. 1910

OHI No. ERI-772-3 (photos #0150-0152)

An old dwelling with a bay window on the west side of the second floor. There are deep Italianate style roof brackets on the front gable and both street front entrances are two steps above street level.

- 63 243 East Market Street  
**Griswold-Wagg Motor Company Building**

Erected c. 1910

OHI No. ERI-773-3 (photos #0148-0151)

The Griswold-Wagg Motor Company of Sandusky began in 1918 and with the growth of the automobile industry, had amassed profits of nearly half a million dollars by the 20s. The company, which opened in the 200 block of East Market Street, sold Ford cars, accessories, supplies, tires, and offered repair services. Its rapid business growth led it to move location to 231-235 E Market St. The new 20,000 square foot Grecian style building was two stories built with reinforced concrete and brick. A 5 ton elevator connected the first floor to the service department. The company went out of business in 1922.

- 64 247 East Market Street  
**Commercial Building**

Erected c. 1910

**Non-Contributing**

OHI No. ERI-776-3 (photos #0148-0149, 0151)

A 2-story brick building with a running bond pattern. Alteration has occurred within historic window and storefront openings.

- 65 273 East Market Street  
**Commercial Building**

Erected: 1953 (photos #0147-0148)

A single story brick, commercial building with running bond pattern and a stepped gable roofline at the front facade.

- 66 279 East Market Street  
**Facer's Store (NR)**

OHI No. ERI-777-3 (photos #0146-0148)

Erected: 1884

Criterion B&C. Listed October 1982. Located one block from Sandusky Bay, Facer's Store is a two-story rectangular Italianate style building constructed of brick with a limestone foundation. Samuel Facer, a mail agent, was a developer of this part of Market Street and a small waterfront park nearby was named for him. He and his family lived above this early grocery store which was built in 1884. His daughter, Fannie, grew up in this home, and was Sandusky's pioneer woman social worker. This building has iron grillwork on side and rear doors and an iron grillwork balcony on the east side. Ornamental scrollwork on the façade is zinc painted. The building has an intricate system of cast iron columns and sandstone beams, held together by the brick outer walls. A fireplace with a slate mantel is located in the store room. Stone window sills are throughout and stone lintels on the side and rear window features. <sup>13</sup>

67 119-121 Hancock Street

**Herman Engels House (NR)**

Erected: 1885

***Non-Contributing***

Criterion B. Listed October 1982. The Herman Engels House is a three-story brick dwelling designed in the Second Empire style. It house the vintner of the Engels and Krudwig Winery next door. Herman Engels was heir of his uncle, Jacob Engels, who started the winery in 1863, three years after planting his first vineyard east of town. He had imported grapes from 1850. Herman took over the winery when Jacob died in 1875. These Germans brought their wine making skill with them, and made it an important industry until 1961. Built in 1885, the house possesses a mansard roof with a decorative curb. Rounded arched dormer windows have fluted pilasters and finials. The double front doors have iron grillwork and a transom. The double porch replaced the original canopy and entrance around 1920. The original stone steps remain. <sup>14</sup>

68 220-236 East Water Street

**Engel's & Krudwig Wine Co. Buildings (NR)**

Erected: 1863

OHI No. ERI-1434-3 (photos #0048-0049)

Criterion A&C. Listed January 1976. The Engels and Krudwig Wine Company represents the largest and most well-known of the more than twenty wineries established by German immigrants in the Sandusky area. It is the only bonded winery left in the city. The building is architecturally significant because it embodies three characteristic types of structures, wood, cast iron and concrete. Jacob Engels came to Sandusky in 1848 and began the importation of wines about 1850. He began growing grapes here in 1860. In 1863 he founded Engels Wine Company. He was also the first director and vice-president of the Third National Bank in 1872. Jacob Engels had no children and following his death in 1875, his nephew Herman took over the winery, together with the assistance of his five children. The first became Engels and Krudwig Wine Company in 1878 when R.P. Krudwig joined them. The business operated until it was discontinued in 1961. Brought back by the Feick's in the early 1970s, the winery is again in operation. <sup>15</sup> The building has a large rounded double doorway with a keystone and a single wounded arch wooden door with a small stained glass window in the east façade.

<sup>13</sup> Owen, Lorrie. Dictionary of OHIO Historic Places, Somerset Publ, 1999, 353.

<sup>14</sup> Owen, Lorrie. Dictionary of OHIO Historic Places, Somerset Publ, 1999, 348.

<sup>15</sup> Owen, Lorrie. Dictionary of OHIO Historic Places, Somerset Publ, 1999, 348.

- 69     216 East Water Street  
**Commercial Building**  
 Erected: 1918, remodeled: 1983  
 (photo #0047)  
 A single story, brick commercial building with a running bond pattern. Bricks are laid vertically to form a line across the front façade above the windows and front entrance. The building's front façade is symmetric with a contemporary storefront.
- 70     212 East Water Street  
**Kerber Bros.**  
 Erected c. 1840  
 OHI No. ERI-1432-3     (photo #0047)  
 Originally a flour and seed store. A brick building with stone lintels and sills and tin cornice with brackets. The store front has been altered and there is a contemporary rooftop addition.

**Block #8 – Corner Hancock Street & East Water Street and corner of Hancock Street & East Market Street (Resource numbers 71-72)**

- 71     300-302 East Water Street  
**Bing's Hotel (NR)**  
 Erected: 1878  
 OHI No. ERI-1437-3     (photos #0055, 0056)  
 Criterion A & C. Listed in 1982. Bing's Hotel is important, not only for its limestone architecture but because it served as a hotel for lake travelers. It is a rectangular building, built in the Romanesque Revival style around 1878. It features a cornice with stone dentils and a stone string course. The windows are arched cut stone lintels and narrow stone sills. The large addition to the rear was built in 1884 and that is probably when it attained its present size. Windows have four panes over four, and many have inside shutters. It was built before 1880, and William Bing was the first proprietor. By the middle of the 1880s, it was called the Lake View House and had thirty rooms, with inviting parlors and dining arrangements. By 1908, it was used as a wholesale grocery; in 1940 it became a cake decorations company, later a hotel and, today, an apartment building.<sup>16</sup>
- 72     301 East Market Street  
**Commercial Building**  
 OHI No. ERI-778-3 (photo #0149)  
 Erected c. 1890  
 Brick building with oriel windows and brackets at roof. Corbeled brick on roof cornice-round attic window with stone keys.

**Block #9 – East side of Decatur Street to north side of West Washington Row, to west side of Jackson Street, and south side of West Market Street (Resource numbers 73-77)**

- 73     434 West Market Street  
**Commercial Building**  
 Erected: c. 1900, remodeled: 2003  
 (photos #0126-0127)     **Non-contributing**

<sup>16</sup> Owen, Lorrie. Dictionary of OHIO Historic Places, Somerset Publ, 1999, 335.

As it sits today, the building is a 2-story wood framed vinyl-sided structure with a gable standing seam metal roof. At the storefront level, an EIFS-like product has been applied with raised sills and lintels over storefront window openings in the same material. The primary entrance fronts West Market but a secondary commercial entrance also exists along and Decatur Street at ground level. A residential entrance for the upper floor exists at the rear elevation accessed by an external stair. The 1905 Sanborn notes the exterior building material as being stone which may or may not exist beneath the contemporary siding.

74 233 Jackson Street  
**Commercial Building**

Erected c. 1914

(photos #0116)

***Non-contributing***

A brick, commercial building with a 1970's era façade and corrugated metal roof materials visible at underside of canopy. Original building shape and architectural features exist beyond the façade; however, they are obscured.

75 314 West Market  
**Star-Journal Building**

Erected: 1921

OHI No. ERI-803-3 (photo #0115)

Although the Sandusky Register building was built in the 1920s, the Register traces its history back to the early 1820s. This early 20<sup>th</sup> century building was constructed with stained glass windows depicting the history of printing. These windows, designed by R. Tolland Wright, can be seen in the lobby. The presses can be viewed through windows in the rear building.

Now home to the *Sandusky Register*, this building was built in the modernistic style with Gothic design influence. According to a March 18, 1922 Sandusky Star-Journal news article, this 4-story fireproof structure was built in 1921 and constructed of stone, concrete and steel and the building includes a sprinkler system and elevator. The exterior is tool-finished Bedford limestone giving it a collegiate Gothic architectural style. The main entrance of the building leads to a lobby 20-feet high, supported by Gothic pilasters and cornice. The wainscoting and counters of Tavernille Claire marble, as well as the marble floor, add to the luxuriousness of the furnishings. A broad marble stairway in the center of the building leads to the mezzanine floor. Stained glass windows were created by noted Cleveland artist R. Tolland Wright. According to the *Ohio Historic Inventory*, prepared for Erie County by the Old House Guild, Mr. Wright's windows depicted the history of communication. An article in the November 20, 1934 issue of the *Sandusky Star-Journal*, reported that the art windows told the story of the printing industry from the time of the "town crier" to the modern newspaper.

76 416 West Market Street  
**Commercial Building**

Erected: 1961

***Non-contributing***

(photo #0115)

Single story brick building with a running bond pattern, cornice. Pediment at front entrance.

77 422 West Market Street  
**Commercial Building**

Erected: 1952

***Non-Contributing***

(photo #0126)

A commercial building with segmented pediments above ground floors windows. The westernmost portion of the building is 2-story while the easternmost portion is a single story. Significant alteration has occurred with EIFS and vinyl siding products.

**Block #10 – East side of Jackson Street to north side of West Washington Row, to west side of Columbus Avenue, and south side of West Market Street (Resource numbers 78-87)**

78 232 Jackson Street

**Hotel Reiger (NR)**

Erected: 1911

OHI No. ERI-615-3 (photos #0103,0111,0112,0114)

This terra cotta and brick building was Sandusky's first fireproof hotel. When built, owners boasted that the entire building was constructed and supplied by local industry.

79 225-237 West Washington Row

**Independent Order of Odd Fellows Building (NR)**

Erected 1889

OHI No. ERI-1343-3 (photos #0001-0003)

In 1889, the cornerstone was laid for the Odd Fellows' building on the former garden site of the Beechers (which extended to the corner of Jackson Street.) It formerly housed shops and a fraternal organization which traced its roots to 18<sup>th</sup> century England. Also known as the Ogontz Lodge 66, the building is a three-story blend of two architectural styles - Romanesque and Queen Anne Victorian.

80 215 West Washington Row

**Lucas Beecher House (NR)**

Erected: 1847-1848

OHI No. ERI-1342-3 (photos #0002-0003)

One of Sandusky's pioneer residences is the L.S. Beecher house which has been the home of the Commodore Denig Post of the American Legion since 1932. The original lot was large and its garden grounds extended all the way to Jackson street on land where the Odd Fellow's building and part of the Hotel Reiger sit today. Listed on the National Register under Criterion B & C. A rectangular two-story dwelling with a Greek Revival entrance, the Lucas Beecher House was the home of an important lawyer in the city's history who overcame a tragic series of handicap. Built in 1847-1848, this house is architecturally significant for its fine stonework and detailing. It is a last remaining early-19<sup>th</sup>-century building facing Washington Park and the courthouse square. Lucas Selkirk Beecher was born in Connecticut in 1798. When he was about thirteen years old, he went on a hunting trip. A storm ensued and lightning struck a large tree, which fell on Beecher. His leg was crushed and his hunting companion was compelled to amputate his leg in order to release him. About 1816, he moved to New York where he taught school and studied law. He was admitted to the bar in 1824 and married Janet W. Turk in 1826. He came to Sandusky in 1828 and formed a law partnership with Eleutheros Cooke. Three years later, he became totally blind. However, his sight was restored enough for him to resume his practice and read and write. This Greek Revival style house was a station on the Underground Railroad, preceding the Civil War.<sup>17</sup>

<sup>17</sup> Owen, Lorrie. Dictionary of OHIO Historic Places, Somerset Publ, 1999, 334-335

- 81 207 West Washington Row  
**First Federal Savings and Loan of Lorain**  
 Erected: 1969, remodeled: 1978 – *Non-contributing*  
 Pillars support the large roof canopy which shelters the large glass storefronts on the front façade. There are gable dormers and a large cupola on the roof.
- 82 247 Columbus Avenue  
**Erie County Office Building**  
 Erected: 1995 – *Non-contributing*  
 (photos #0020)  
 A large office building connected to a parking garage.
- 83 100 West Market Street  
**Erie County Building Parking Garage**  
 Erected: 1995 – *Non-contributing*  
 (photo #0020)  
 A large concrete parking garage built adjacent to the Erie County Treasurer's Office.
- 84 202 West Market Street  
**Guardian Mortgage & Investment Co. / Peoples Loan & Savings**  
 Erected c. 1890  
 OHI No. ERI-797-3 (photos #0110, 0111)  
 A two story commercial building with three part façade. The second floor is dominated by a centered oriel window and bracketed cornice above; however, window replacements and storefront modifications have occurred which alter the facade.
- 85 206-210 West Market Street  
**Erie Auto Supply**  
 Erected c. 1910  
 OHI No. ERI-799-3 (photos #0110, 0111)  
 A three story commercial building with brick basketwork cornice with pronounced stone merlon, quoined surrounds at upper floor front façade sash and segmentally arched openings at the third floor. Contemporary paint scheme makes detailing difficult to appreciate and storefront modification is devoid of historic detail.
- 86 214-218 West Market Street  
**H.L. Herman, Jeweler**  
 Erected c. 1880  
 OHI No. ERI-800-3 (photos #0111, 0112)  
 A three story commercial building with carved stone lintels, window hoods, and bracketed cornice. The ground level storefront has been altered significantly.
- 87 220 West Market Street  
**Third National Bank (NR)**  
 Erected: 1914  
 Architect: Henry Millott  
 OHI No. ERI-801-3 (photos #0111, 0112)  
 Criterion C. Listed October 1982. Located in the center of Sandusky's commercial district, the Third National Bank is a fine example of Neo-Classical architecture. It was built for the Third National Exchange Bank which was formerly located on the northwest



corner of Market Street and Columbus Avenue. G.A. Boeckling, the promotional genius who first developed Cedar Point, was president of this bank when he died in 1930. Built around 1914, this bank is a three-story, rectangular shaped brick and stone structure. It features a colossal portico in Ionic Order with elaborate decorations and dentils. The double entrance is framed in garland-like decorations and topped with double cornucopias. Garland-like lintels decorate second floor windows. There is an unadorned roof line with an attic story. Many important Sandusky citizens were connected with this bank over the years.<sup>18</sup>

**Block #11 – East side of Columbus Avenue to north side of East Washington Row, to west side of Wayne Street, and south side of West Market Street (Resource numbers 88-103)**

88 202 Columbus Avenue

**Stone's Block (NR)**

Erected: c. 1870

OHI No. ERI-284-3 (photos #0014-0019)

Served as the interurban station for the Lakeshore Electric Railway from the early 1900s to the second quarter of the century after being a men's clothing store and the Sandusky College of Business in 1888. A large, ornate cornice with brackets at the roof line is interrupted in the center of the Columbus Avenue façade by an ornate gable. The second and third floors have tripled windows with arched tops in some instances and pointed in others. There is a fire escape on the West Market façade. The storefront has been altered; however, the building still retains historic integrity.

89 216-220 Columbus Avenue

**Commercial Building**

Erected: 1961

***Non-contributing***

(photos #0017,0019)

A 2-story commercial building with common bond brick on the upper facade, running bond on the lower, stone lintels on upper windows, and a modern storefront.

90 234-236 Columbus Avenue

**Whitworth Building (Local Landmark – City of Sandusky, 2017)**

Erected: 1898-99

OHI No. ERI-286-3 (photos #0005,0019,0021)

The Whitworth Building is a Chicago Style structure with detailing on the primary façade that is reminiscent of Italianate and Romanesque influences evident elsewhere in the downtown district. The front half of the building is a 4 story masonry bearing wall structure with dimensional lumber floor and roof framing. The primary façade is of masonry design with structural piers and recessed bays at the 2nd and 3rd floors. Masonry detailing at the top of the recessed bays above the 3rd floor and in the sandstone lintels above the 3rd floor window openings give the appearance of dentils. The window openings at the 2nd, 3rd and 4th floors have sandstone lintels and sills as well as round stone pilasters between windows at the punched openings. Evidence of a bracketed cornice near the roof line and entablature above the 4th floor windows remain although the elements themselves have not survived. There are sandstone accents in the structural piers at the top and bottom of the recessed bays and a sandstone cornice at the base of the bays above the first floor storefront. The tall 1st floor storefronts were

<sup>18</sup> Owen, Lorrie. Dictionary of OHIO Historic Places, Somerset Publ, 1999, 385.

predominantly fixed glass picture windows and transoms with wood pilasters and frames, typical of the period, but have been subsequently modified to reduce the height of the windows and enlarge the signage bands. The wood frames have been replaced with aluminum and the masonry stools have been covered with wood paneling.

91 238-240 Columbus Avenue

**Kingsbury Building (Local Landmark – City of Sandusky, 2016)**

Erected: 1894

OHI No. ERI-287-3 (photos #0005-006, 0019-0023)

The Kingsbury Block is a four-story building with full basement on a stone foundation which was, historically, (along Columbus Avenue) composed of four vertical bays defined slight setback of masonry on the 1st and 3rd asymmetrical bays flanking the large central portion of the façade with a tower (additional 5th story) at the 4th bay where Columbus Avenue and East Washington Row meet and three asymmetrical vertical bays along East Washington Row. Today, only three of the vertical bays along Columbus Avenue remain. Windows at the 2nd and 3rd floors are simple one over one double-hung wood sash whereas, at the 4th floor, the top double-hung sash are rounded. The primary elevation (facing Columbus Ave.) was, at one time, dominated at floors 2-4 by grouped wood windows. Chicago-style oriel windows existed on floors 2-3 in bay configurations with continuous dentil molding occurring at the cornice, a continuous sill course, tin aprons with Doric triglyph and wreath ornament also exist. At the fourth bay, where there exists only an angled two window configuration (both double-hung), it should be noted that prior to demolition of the substantial turreted portion of the building's footprint fronting Washington Row, this two-window configuration celebrated the center of the Kingsbury Block over the building's main entrance which also featured a portico. The façade demonstrates intricate masonry detailing and is comprised of a buff (roman) brick veneer with a very narrow joint profile laid in an elongated one-third running bond pattern. A substantial decorative bracketed cornice caps the façade. and decorative metal elements can be seen on the façade. Like many buildings in cities and towns across the country, the Kingsbury Block does not belong to any one specific architectural style; instead, the building's commercial design borrows elements from several styles or fuses stylistic elements resulting in a hybrid composition. Storefront alteration has occurred but original framing evident in substructure and upper floor window openings are currently void of all sash.

92 256 Columbus Avenue / 115 East Washington Row

**Commercial Banking & Trust Co. (NR, 1982)**

Erected: 1922 (photos #0004-0007)

Architect: Millott & Parker Architect

Criterion C. Listed October 1982. The only Beaux-Arts style structure in the city. Built in 1922 on the site of a recently demolished portion of the Kingsbury Block, this four-story building has a red tile roof with an attic story. At the cornice, there are stone dentils and brackets. The front façade has monumental fluted columns with foliated tops and the pilasters in similar proportion along the secondary elevation are also fluted with foliated tops. Above the front door are carved stone cornucopias and the Commercial Banking & Trust Co. shield. At street front level along Columbus Avenue is a centralized entrance flanked by large 2-story window openings which continue along the secondary elevation on East Washington Row. Iron grillwork, flat metal spandrel and ornamental metal panels all add further architectural character to the facade.<sup>19</sup>

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<sup>19</sup> Owen, Lorrie. 342-343.

93

**Dilgart & Bittner Building**

117 East Washington Row

Erected: 1916 (photos #0007)

This three-story poured concrete building was the first building to be constructed along East Washington Row on the land formerly occupied by the Mahala Block (which had been undeveloped for 7 years following that catastrophic fire in 1909). Designed in the Chicago style, the building originally featured a three-part façade with the first floor functioning as the base, the middle stories the shaft and the upper floor and cornice the capital. The original storefront was in the same plane at the façade and the upper floor windows were three-bay Chicago style sash with fixed central light of plate glass flanked by narrower double-hung sash. There was an emphasis on verticality through low relief masonry detailing at the piers and the field of masonry between the storefront to 1<sup>st</sup> floor sash and 1<sup>st</sup> floor to 2<sup>nd</sup> floor sash. The cornice with raised parapet wall had a centered stone panel with inscription carved into it and, on either side of the panel, the walls were sloped down and notched at the outside corners of the façade, all with stone coping. Occupied by Dilgart & Bittner in the early 1900s who had a fine furniture store; the name changed to Dilgart & Sprau in 1925 and in 1946 Walter Crusey sold home furnishings here.<sup>20</sup> In 1972, Waldock Investment Co. purchased the building and the façade was altered at that time. The original detailing in the brick pilasters through low relief stop abruptly at the top of the third story windows with a smooth façade surface from that line of delineation up to the cornice. Masonry openings are consistent with historic but the storefront is now set back in a new plane and modernized, the windows have been replaced and the cornice altered with the removal of the raised parapet.

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**Griswold-Wagg Motor Co.**

135 East Washington Row

Erected: 1919-1920, remodeled ca. 1970

(photos #0008-0009)

***Non-Contributing***

This commercial building was built by Griswold and Wagg as a Ford auto agency, the building facade featured a three-part façade as well as a three-part storefront divided by decorative piers. Double door entrances were at either side and, in the center at street front level, was a large glass and cast iron storefront with prismatic glass transoms with centralized operators. The second story window patterning featured a pair of sash over either entrance and then six windows each surrounded by decorative brick piers. Continuous sandstone bands broke up the façade above the storefront, below the 2<sup>nd</sup> story windows, in two locations near the cornice and at the parapet. Brick corbels and low-relief brick detailing added depth to the façade. Over the years, the building has been used by a wide variety of tenants including Breckenridge Motors; Baumgardner Motors; Atlantic and Pacific Grocery; Kroger Store and the YMCA while still retaining much of its historic façade.<sup>21</sup> However, in 1974, when Western Security Bank assumed occupancy, the building was completely remodeled and the exterior façade was significantly altered for a more modern appearance. The façade in no way resembles what it did historically. Only the overall building proportions are consistent with historic.

95

**The Eagles Club & (later) The Washington Building**

165-171 East Washington Row

<sup>20</sup> Hansen, Helen and Virginia Steinemann. From the Widow's Walk: A View of Sandusky – Volume II. (Sandusky, Ohio: Follett House Museum, Branch of Sandusky Library) 1996.

<sup>21</sup> Hansen, Helen & Virginia Steinemann, From the Widow's Walk – Volume II, pages 56-57 (Sandusky, Ohio: Follett House Museum, Branch of Sandusky Library) 1996.

Erected: 1932, remodeled: 1970  
(photos #0008-0009)

Architect/Builder: Alfred Schnurr

Commissioned by the Fraternal Order of Eagles, this three-story commercial brick building with running bond pattern was constructed just before the Depression with Georgian design influences and styling. The ornate stone entrance at the west side has an inscribed entablature that says "Washington" above the entry way. Only windows in the center of the second floor have palladian style openings all others are rectangular in shape and feature an 8 over 12 muntin pattern on the 2nd floor and 8 over 8 muntin pattern on the 3rd floor. Brick pilasters divide storefronts at the first floor and there is a cornice near the roofline.

96 172-186 East Market Street

**Lea Block (NR, 1982)**

Erected: 1895

OHI No. ERI-768-3

(photos #0048-0050)

Criterion C. Listed October 1982. Located at the southwest corner of Market and Wayne Streets in Sandusky, Ohio, the Lea Block was built in 1895, at what is now 172 to 186 East Market Street. It was named for its first owner, James D. Lea, a prominent Sandusky business man. The three story brick structure on a stone foundation was built in the ornate late-19th-century Second Romanesque Revival style of architecture, and features rounded windows and corbeled brick and stone trim. The cornice of this rectangular commercial building has metalwork in a basket design divided by square brickwork with metal caps. The side elevation has round windows and rounded window caps, pilasters, metal decorations and metal lintels with medallions.

97 158-160 East Market Street

**The Feick Building (NR, 2009)**

Erected: 1907, altered 1923

Architect: Purcell & Feick (original 3-story portion), George Feick, Jr. (5-story addition)

OHI No. ERI-767-3

(photos #0009-0011-0012, 0018)

The Feick Building was designed in the Commercial style and displays a three-part façade with the first floor functioning as the base, the middle stories the shaft and the upper floor and projecting cornice the capital, a classical tripartite arrangement. Built by George Feick & Sons, this steel-framed masonry clad building housed the Citizens National Bank, founded in 1884 by Dr. Phillip Graefe and his son Henry. The Feick Building is an 8-story retail and office building. Constructed in two major phases – the foundation and first 3 floors of the building were built in 1907 with the 5-story addition in 1923, making it the tallest building in Sandusky. The façade brick is a variegated yellow color and the subtle use of low-relief limestone trim lends some depth and texture to the facade. The original storefront was replaced in 1974 with the precast panel concrete and aluminum storefront seen today. On the upper floors, the three-bay façade features large Chicago-style windows that are typical of the style arranged in a distinctive grid pattern between narrow vertical piers and slightly recessed brick spandrels. The façade is capped on the eighth floor with a row of twelve arcaded windows that rest on the continuous stone sill.<sup>22</sup>

98 152-154 East Market Street

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<sup>22</sup> Erie County Historical – National Register of Historic Places Feick Building nomination, Sandusky Public Library Clipping Files

**Bittner Building**

Erected c. 1905

OHI No. ERI-766-3 (photos #0013-0014)

An early 20<sup>th</sup> century commercial building with ornamental brickwork and extraordinary fenestration including a centralized oriel window on the façade. A fire escape on the west side of the front facade is shared with the adjacent building which has complimentary architectural styling.

- 99 146-148 East Market Street

**Commercial Building**

Erected c. 1905

OHI No. ERI-765-3 (photos #0013-0014)

An early 20<sup>th</sup> century commercial building with ornamental brickwork and extraordinary fenestration including a centralized oriel window on the façade. A fire escape on the east side of the front facade is shared with the adjacent building which has complimentary architectural styling.

- 100 142 East Market Street

**Commercial Building**

Erected c. 1920

OHI No. ERI-764-3 (photos #0013-0014, 0018)

Art Deco Detailing – three-story building, smooth façade with prismatic glass transom and decorative marquee at street level, intentional vertical emphasis through fluted detail, and low relief stylized geometric horizontal band near slight pointed shape roofline.

- 101 138 East Market Street

**Commercial Building**

Erected c. 1910

OHI No. ERI-763-3 (photos #0014-0015, 0018)

Façade cladding (contemporary material - EIFS) in Art Moderne / Streamline Moderne style – three-story building, storefront and marquee modification has occurred, smooth clean lines stress horizontal focus through minimal detailing aside from pronounced upper floor window surrounds with keystone design.

- 102 136 East Market Street

**Kugel Building**

Erected c. 1910

OHI No. ERI-762-3 (photos #0014-0015)

This building had a shop on the first floor and offices above. It has cement work on the lintels and cresting across the top. Its appearance is typical of a Sandusky commercial building.

- 103 124-130 East Market Street

**Commercial Building**

Erected c. 1910

OHI No. ERI-761-3 (photos #0014-0015)

This building was originally a store. It is a building with intricate masonry patterning throughout the façade. Some storefront alteration has occurred.

**Block #12 – West side of Wayne Street, south side of East Market Street (Resource numbers 104-108)**

- 104 202 East Market Street  
**J.H. Herman Company / The J.L. Hudson Clothing & Dry Goods Co.**  
Erected c. 1890 (photos #0050, 0051, 0053)  
OHI No. ERI-769-3  
The J.L. Hudson Company, a furniture store located here at the turn of the century, was connected with the Detroit store of the same name. The J.H. Herman Company was Sandusky's largest furniture store for many years. By 1948, Bing's Furniture was at the site of the former J.H. Herman furniture store and, since the late 1980s, Value City Furniture has been in business at this location. The J.H. Herman Company was Sandusky's "largest furniture store" for many years. It was at the southeast corner of Market and Wayne Streets in Sandusky from about 1906 until the late 1940s, when Mr. Herman moved his furniture store out to Cleveland Road. The building has a limestone foundation, stone detailing emphasizing window fenestration through horizontal banding and red brick detailing throughout the façade. Alteration at the storefront level has occurred and contemporary signage has been installed.
- 105 226 Wayne Street  
**Realty Executives Strayer Group** ***Non-Contributing***  
Erected: 1901 (photos #0050, 0051)  
Two-story residential style structure with commercial use. Limestone foundation, projecting gable roofed porch at entry, narrow side lites at entry and 4-panel door with glass lite at entry. Exterior walls have been clad in vinyl but fenestration pattern consistent with historic. Gable roof with cornice returns and asphalt shingles. Gable roofed addition to the rear of property with dissimilar exterior materials, same width as historic but smaller in height than historic portion of property. While it was constructed within the period of significance and this structure has a commercial function today, Sanborn maps only indicate "D" (dwelling) so its historic use was residential only and the change in use likely occurred outside of the period of significance justifying its declared status as non-contributing.
- 106 236 Wayne Street  
**Rejuvenation Station Massage Center**  
Erected: 1930, remodeled: 1980 (photos #0050, 0051)  
Neoclassical style 2-story wood framed dwelling with commercial function. Character defining elements include symmetrical proportioning, centered entrance, substantial smooth masonry front porch and limestone foundation, large pediment below gable roof, extended flat roof over front porch with classical detailing, side entry porch with decorative wood balcony. Vinyl siding does exist on all facades and windows have been replaced but it does not detract from the overall character of the structure. Historic fenestration patterning remains. Addition to the rear is compatible in size and materials. Sanborn maps indicate "Off & D" (office and dwelling) under building use so it has always included a commercial function.
- 107 (Located to the rear of) 246-250 East Market Street  
**Commercial Building**  
Erected c. 1870 (photos #0065)  
OHI No. ERI-775-3

A small steel frame and limestone constructed building with firewall 12" above flat roof. Two entrances into the building – one double and one single. The single door entrance includes its original door with iron hinges. Window openings have large stone sills and lintels Set back from street at rear of property line. Currently functions as boiler room for Schmidt Apartments.

108 246-250 East Market Street

**Schmidt Apartments**

Erected c. 1890

OHI No. ERI-774-3

(photos #0065)

This building has rock faced ashlar at foundation level. Minor storefront modification has occurred but it only conceals storefront which exists behind panels. The red brick 2<sup>nd</sup> and 3<sup>rd</sup> floors were added later and display exquisite attention to detail through the use of intentional coursework and low relief masonry projects with sandstone accents at the sill, column capitals, cornice and tops of pilasters at the roofline. Recessed porches exist along the front; west and east elevations which add depth and visual interest to the overall structure.

**PUBLIC ART / HISTORIC MARKERS within District (Resources A, B, C, D)**

**A – A Light In the Harbor Art Exhibit**

A Light in the Harbor is a public art exhibit featuring 28 lighthouses painted by regional artists. The fiberglass lighthouses are 6 feet tall. Representative of those found along the Lake Erie Shore, a number of miniature lighthouses, each with a specific theme, dot the landscape along Sandusky's downtown streets and parks. Two exist within the boundary of this district. In early 2011, the lighthouses were painted by 28 artists from across northern Ohio and were displayed outside during the summer. In the fall of that year, several were auctioned off and 10 were purchased by sponsors. The first lighthouse exists on Shoreline Drive in front of Shoreline Park. The 6-foot tall lighthouse displays a scene of the Sandusky Bay, a seagull and the New Sandusky Fish Company. The second lighthouse exists within Facer Park and depicts an Underground Railroad night scene with travelers following the North Star.

(photos #0013)

**B – “The Path To Freedom” Sculpture by Artist Susan Schultz and the eight narrative panels installed around it were dedicated on November 11, 2007 within Facer Park. The narrative panels contain the following content;** (photos #0010)

- Panel 1 – “This sculpture represents a black family crossing an invisible plane to freedom By depicting a man who is not starving, is clean shaven, and has a hair cut of today, my hope is for people to ask themselves: *Has the black family truly crossed that plane today? And if not... Am I helping or hindering the transition?*”
- Panel 2 - African American Conductors – “Before 1840, most of Sandusky's Underground Railroad conductors were black men, including the Reverend Thomas Boston (above) and Grant Ritchie, a barber”
- Panel 3 – The African American Community – “In 1849 four women and three men, all of whom were former slaves or freeborn blacks, founded what is now Second Baptist Church, an active station for sheltering freedom bound slaves.”
- Panel 4 – Employers And Fugitive Workers – “Christopher Columbus Keech (above), who owned a hat factory, and Henry Merry, a builder, employed fugitives while they were waiting for the opportunity to escape to Canada”

- Panel 5 – Ship Captains And Their Crews – “Sympathetic captains helped slaves escape from Sandusky docks to Canada on sailing ships and steamboats, including the wooden sidewheel steamboat ARROW (above), built in 1848.
- Panel 6 – Narrating The History – “In his autobiography, fugitive and conductor Josiah Henson (above) write: “We were welcomed on board, with three hearty cheers; for the crew were as much pleased as the captain, with the help they were giving us to escape.”
- Panel 7 – Fugitives And Freedom Houses In Sandusky – “The Underground Railroad was a secret network of safe houses, including the Sloane House (above). For many slaves, escaping meant traveling alone on foot at night, following the North Star.”

C – The historic two dial street clock with descriptive panels on a brick masonry and concrete base resides at the corner of East Water and Wayne Streets to acknowledge the importance of two Sandusky businesses. The plaque facing Wayne Street simply reads “The Citizens Banking Company Established 1884” while the plaque facing Water Street reads “The “Exchange Hotel” was built on this corner in 1837 by Festus Clark and Martin Eldis. In 1842, the English author Charles Dickens stayed at this hotel and wrote of the visit in his “American Notes.” In 1849, it was used as a hospital for cholera victims. The name was changed to the “St. Lawrence Hotel” around 1852. In 1863-64 during the Civil War, it was the residence of the 103<sup>rd</sup> Regiment of New York Volunteers. It was known as the “Wayne Hotel” from 1908 to 1958, and as the “Porterhouse Hotel” when it was gutted by fire in 1977. The building was razed in 1985.” (photos #0017)

#### D – Irregular Junction: New Lines

The bricks and mortar sculpture was a public arts project that was done in 1980 through a partnership with Sandusky City Schools. The artist, John Spofford from Athens, Ohio, was commissioned for two sculptures; this one within the 100 block on Columbus within Peddler’s Alley and another in front of the Sandusky High School. The artist involved selected art class students from Sandusky to assist in the construction of this sculpture. The result is an abstract geometric wall with swirls and undulating shapes through slanted placement of stacked masonry. At the time of construction, the Peddler’s Alley sculpture was building on the rear wall of the Brehm Building on Market Street. The building was demolished in 1999, and work was done through 2000 to preserve the sculpture and its backing wall. <sup>23</sup> (photos #0025)

## 8. Statement of Significance

### Applicable National Register Criteria

(Mark “x” in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B. Property is associated with the lives of persons significant in our past.
- ☒ C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack

<sup>23</sup> Sandusky Library Clipping File



individual distinction.

- D. Property has yielded, or is likely to yield, information important in prehistory or history.

### Criteria Considerations

(Mark "x" in all the boxes that apply.)

- ☐ A. Owned by a religious institution or used for religious purposes
- ☐ B. Removed from its original location
- ☐ C. A birthplace or grave
- ☐ D. A cemetery
- ☐ E. A reconstructed building, object, or structure
- ☐ F. A commemorative property
- ☐ G. Less than 50 years old or achieving significance within the past 50 years

### Areas of Significance

(Enter categories from instructions.)

EXPLORATION / SETTLEMENT  
COMMUNITY PLANNING AND DEVELOPMENT  
SOCIAL HISTORY  
COMMERCE  
MARITIME HISTORY  
INDUSTRY  
TRANSPORTATION  
ARCHITECTURE

### Period of Significance

1835 to 1967

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### Significant Dates

1818 – Kilbourne Plat recorded  
1826 – Charter granted to build Mad River and Lake Erie Railroad from Sandusky to Dayton  
1838 – Sandusky named County Seat for Erie County  
1848 - The Erie Railway first operated boats in Sandusky  
1849 – Cholera Epidemic  
1889 – The first electric streetcar ran in downtown Sandusky  
1938 – Lakeshore Electric Railway ceases operation of interurbans  
1939 – Fire Destroys 8 stores in downtown Sandusky along Market Street  
1967 - The U.S. 250 – Ohio 2 interchange

**Significant Person**

(Complete only if Criterion B is marked above.)

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**Cultural Affiliation**

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**Architect/Builder**

Various

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**Statement of Significance Summary Paragraph** (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

The Downtown Sandusky Commercial Historic District is eligible for the National Register of Historic Places under Criteria A for its association with the exploration/settlement, community planning and development, social history, commerce, maritime history, industry, and transportation history of the city of Sandusky, Ohio; and Criterion C for its collection of buildings that represent the various architectural styles popular during Sandusky's period of greatest growth and prosperity from the mid-19th to the mid-20th centuries.

The period of significance extends from 1830, the construction date of Sandusky's oldest surviving buildings within the downtown commercial district, to 1967, to capture mid-century architectural expansion still occurring in the district.

The historic district includes 92 buildings and 2 sites. Thirty-nine of the buildings were previously listed in the National Register. This nomination seeks to establish the downtown commercial historic district in a comprehensive context the sum being much greater than its parts.

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**Narrative Statement of Significance** (Provide at least **one** paragraph for each area of significance.)

EXPLORATION / SETTLEMENT

The Downtown Sandusky Commercial Historic District is significant in the area of exploration / settlement. When the United States was formed, the colonies gave their western lands to the federal government with the exception of Connecticut. She retained a strip in northern Ohio called the Western Reserve. In 1792, 500,000 acres of this land was set aside to reimburse Connecticut residents who had suffered losses during the Revolutionary War. Since most damage was by fire, the section was referred to as "The Firelands." Many of these claims were sold and vast acreage was accumulated by speculators. <sup>24</sup> In 1805, James Kilbourne made a journey through the country by Indian trails to explore the southern shore of Lake Erie, its bays and rivers, between the most southerly bend of the Lake and rapids of the Maumee River, in order to locate a suitable point to establish a commercial depot between the central parts of Ohio

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<sup>24</sup> Page 4

and the eastern states of the Union. The settlement of the area came about primarily because its location made it a good site for trade and travel over water and land.

In 1810 the area, the site of the future town of Sandusky, was mostly prairie with scattered "islands" of trees. It was occupied by an Indian village named "Ogontz Place" after the great chief of the Ottawa tribe. Indian camps clustered around the bay shore. That same year, John Garrison, a farmer and storekeeper of New York State, visited "Ogontz Place" and decided here was a spot destined to be an important center of business because of the excellent harbor. Garrison built a log cabin on the south side of what is today Water Street, west of Wayne. There he lived with his family and opened a store to trade with Indians, trappers, hunters, and an occasional settler.

In 1811, Kilbourn met Zalmon Wildman who, with his brother Seymour, had acquired title to 1,280 acres adjoining the South Shore of Sandusky Bay. Kilbourn learned of a conflicting claim by Isaac Mills, and orchestrated a compromise between the two over much of the land in the area that would eventually be Sandusky. Kilbourn was to have a one-eighth interest in the land, and was to act as a promoter for the future city. A town was to be laid out, a public sale of lots held, a boarding house and other buildings erected, a wharf built, roads established, as well as a post office, port of entry and light house. In the year 1811, Indian disturbances were increasing in the area and people were apprehensive of the danger that finally culminated in the War of 1812. Alarmed by the rumors, Garrison took his family to Mansfield by sled that winter, not to return. The beginning of the city was to be delayed until after the war.<sup>25</sup>

## COMMUNITY PLANNING / DEVELOPMENT

The Downtown Sandusky Commercial Historic District is significant in the area of community planning and development. In 1816, Zalmon Wildman laid out a village of sixty lots which he called "Portland." The Indians had been ordered to move, in accordance with the treaty of 1805. For a number of years the Indians still visited the area and often pitched tents in vacant lots. In the summer of 1817, Wildman completed a store and a small dock on the north side of Water Street. It was the first frame building in Sandusky.

Within the area of the current downtown district, there were two or three log cabins. One had belonged to Chief Ogontz, the cabin that Garrison had built which was used for many years as the home for the Ebenezer Ransom family. The Ransom family boarded the workmen who were building the Wildman store as well as Moors Farwell, who was the manager of the store. Zalmon Wildman and his son were watching the progress of the new village and saw that a boarding house was needed. He traveled to Huron and offered a lot to William Smith if he would come to Portland and build a boarding house. Smith, who was an innkeeper in Huron, accepted the offer and built the first frame house, next to Garrison's cabin. Cyrus Marsh built the second frame dwelling on the southwest corner of Wayne and Water. Later he added a new front and opened the first hotel which he called "Steamboat Hotel" after the steamship "Walk-in-the-Water," which had begun making stops in the area in the fall of 1818.

In the spring of 1818, Hector Kilbourn, the first Master of Science Lodge No. 50, Sandusky, was hired to survey and plat a larger town called "Sandusky City." The name "Sandusky", an Indian name meaning "Cool, Clear Water" originally referred to the area surrounding the Bay. The plat was recorded June 5, 1818. This included the village of "Portland," which was discontinued. (The names "Portland" and "Sandusky" were used interchangeably for many years.) Kilbourn drafted the original plan of the city. He proceeded with well-defined ideas and painstaking care in making the original survey as well as giving names to the streets in honor of the statesmen, warriors and others prominent in the early history of the country. In laying out the city using a modified grid plan, Kilbourn ran the lines or streets in order to form a true representation of the Square and Compasses resembling the symbols of Freemasonry. The original plan of the city may be said to represent an open Bible, Square and Compasses.

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<sup>25</sup> Frohman. Pages 4-5.

Taking Columbus Avenue as the center of the Book, the blocks and squares on either side of the avenue are equal in number and dimensions, excepting the twelve blocks along Water Street, which on account of the water or shore line indentation, slightly reduces the areas of each block when compared with the other blocks south of the present Market Street. <sup>26</sup>

The Kilbourne Plat of the City of Sandusky has been the basis of Sandusky as we know it. After giving the width of the several streets, the recitation continues:

*Two open spaces on Market Street marked B.B. are appropriated as and for public Market ground and forever remain for that purpose and for no other – Washington Square is hereby appropriated as and for a public ground parade or walk and is never to be obstructed except that part of it included in lines marked A.A. which is hereby appropriated for public buildings for religious, literary, State, County and City purposes but no Jail or State Prison is ever to be erected thereon.*

*The Columbus, Miami [Central] and Huron Parks are also hereby appropriated as and for public areas or walks, as are also the three small areas or triangles on the Miami and Huron Avenues which are never to be obstructed in any way whatever.*

*The open and public slips to the water from Water Street are as follows viz: on the Columbus Avenue ten rods in width, on Wayne and Jackson nine rods and on all the other Streets eight in width and so to remain forever.*

The first lawyer (Eleutheros Cooke) came to the county in 1817 and moved to Sandusky in 1821. Jennings & Darling built the first brick store on the northwest corner of Water and Columbus Avenue. They also built the first large dock in 1820. Dr. George Anderson moved to Sandusky from Venice (Ohio) and the villagers welcomed the arrival of a schoolteacher, Sally Stimpson. She taught in a log cabin behind the Steamboat Hotel. The first post office was in a shanty on Water Street in 1820 with Hector Kilbourne as the first postmaster. The first pier in town was built by Wildman's agent, Moors Farwell, and was located midway between Wayne Street and Columbus Avenue. <sup>27</sup> Artisans and merchants also came, and with the advent of a newspaper in 1822 Sandusky was well positioned to grow. The State Legislature passed an act in 1824 incorporating Sandusky as a city.

In the 1840s, the railroad connected Sandusky to Ohio's interior. Sandusky in the early 1850's was the most important port on the southern shore of Lake Erie, possessing the only railroad connection with the Ohio River, while the largest steamboats daily discharged their vast loads of passengers and immigrants at Sandusky docks and depots. Sandusky was a boomtown and suffered boomtown problems. Conditions were cramped with foreign laborers flooding the city by ship and rail. Many travelers were immediately transferred to their connecting transport, but quite a few of the poorer ones remained, searching for cheap transportation and for places of settlement. It was a common to see people living in the streets, sleeping on their luggage. Boarding houses abounded. <sup>28</sup> Cholera first struck Sandusky in 1832 with 30 to 35 deaths and, shortly thereafter, in 1834 there was another siege claiming 27 lives. By late June of 1849, cholera was so widespread in Sandusky that it forced ALL BUSINESS to be suspended, stores and workshops to close and streets to become deserted. Not all died, many just fled. The disease, which affects the intestines and causes high fever, profuse diarrhea, vomiting and pain, is usually fatal. Death was expected within six to forty-eight hours. Striking in mid-summer the disease was so wide-spread that from a city of 5,600 people only about 1,000 were left. Many of the sick – severely dehydrated and in shock – were abandoned by friends and relatives. Doctors and volunteers tended to the ill as best they could. So many were afflicted, coffins could not be procured to bury the dead. Many were buried two and three deep in boxes made of unplanned wood. <sup>29</sup> In just a two month period (July to September), it was reported in the newspaper tabulation that cholera claimed the lives of 357

<sup>26</sup> Kurtz, Karl W. *California Freemason*, Summer 1972, Volume 19 No. 3. ed. Dewey H. Wollstein. Page 105.

<sup>27</sup> Wendt

<sup>28</sup> The Journal, Lorain, Ohio. Sunday, August 17, 1969 "When Sandusky Was Called The City of the Dead"

<sup>29</sup> Albright, Mark. "The City of the Dead" The Journal, Lorain Ohio, Aug 17, 1969.

Sanduskians, and it was thought that additional deaths brought the total closer to 400 by years' end.<sup>30</sup> In 1852, cholera struck again but, this time, daily efforts made by the sanitary committee to explore parts of the city and immediately commit to the hospital any victims found had positive results. In the 1852 epidemic only one dozen died. That same year, a crowd took it upon themselves to tear down one of the oldest buildings in the city at the corner of Water Street and Columbus Avenue because the filth of the site was considered to be conducive to disease. When a fire started in another dirt-breading trap, the fire department allowed the building to burn down. The people of Sandusky were beginning to recognize some of the causes of the disease. In 1854, a cholera hospital was established and a health inspector was appointed for each ward.

By the 1860s, the people of Sandusky were ready to make their town a city by establishing institutions and infrastructure that help, to this day, define Sandusky. Columbus Avenue, the primary artery into downtown, was the heart of a growing community.<sup>31</sup>

As early as 1853, the city council discussed the establishment of a public water works. The cholera epidemics had increased the concern about pure water. Until this time, citizens largely relied on wells and cisterns for their water supply but it was determined through a later study that wells in this area were not safe to drink from as was evidenced by the cases of typhoid fever. Being on limestone, Sandusky did not have good drainage and seepage from privies, contaminated wells and underground cisterns were a growing problem that would require tremendous expense to resolve. It was put to a public vote on Feb 15, 1875 and those in favor of a public water works were 1,960 with 164 opposed. In August 1875, the laying of pipe commenced toward the construction of a public pumping station and pipe system. A standpipe system with the works erected on city-owned land was what was built. The water was obtained through a crib located in the cove formed by Cedar Point within Sandusky Bay and first pumped in September 1876. In 1909, a filtration plant was constructed and rebuilt again in 1914. The State Board of Health continued to advise that water should be taken from Lake Erie. In 1940 this was accomplished with the moving of the water works to Big Island and relocating the intake crib in the lake. An addition was dedicated in 1959.

## SOCIAL HISTORY

The Downtown Sandusky Commercial Historic District is significant in the area of social history. Prior to the abolition of slavery in the United States, Sandusky was a major stop on the Underground Railroad. As depicted in Harriet Beecher Stowe's novel *Uncle Tom's Cabin*, many slaves seeking to reach freedom in Canada made their way to Sandusky, where they boarded boats crossing Lake Erie to the port of Amherstburg in Ontario. Rush R. Sloane wrote in "The Underground Railroad of the Firelands," from the July 1888 *Firelands Pioneer*, that before the year 1837 "the fugitives who escaped through Sandusky were conducted and aided almost wholly by black men."<sup>32</sup> Leading officials of Sandusky, lawyers, ship captains, business owners, ministers, and many unnamed individuals all played a part in the clandestine activities necessary to aiding the fugitives make their way safely to Canada.<sup>33</sup>

Sandusky manufacturing companies and residents took part in World War II efforts. The Barr Rubber Products Company manufactured life rafts and rubber gas tanks for B-29 bombers<sup>34</sup>; and the Apex Manufacturing Company, which made washing machines and provided hundreds of jobs to Sanduskians, manufactured millions of dollars' worth of war material<sup>35</sup>. By city ordinance, The Civilian Defense Council was established on December 15, 1941. The entire community participated in its activities; voluntary enlistment for the National Red Cross Volunteer Nurse's Aid Course and training as auxiliary fireman and policeman was also offered to residents<sup>36</sup>. In September of 1942, a U.S.O. Service Center opened in the

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<sup>30</sup> Frohman. Pages 39-40.

<sup>31</sup> Davidson, Ron. *Images of America: Sandusky Ohio*. Arcadia Publ. 2002, 29.

<sup>32</sup> Sandusky Library Archives Research Center

<sup>33</sup> Steuk, William. "The Underground Railroad in Sandusky"

<sup>34</sup> Women Worked for the War

<sup>35</sup> Christmas 1947 Edition of Hourglass Newsletter

<sup>36</sup> World War II Civilian Defense

rear of the Lake Shore Coach Station (Wilcox building) at 129 Columbus Avenue to provide relaxation for military men temporarily in the Sandusky area. The center closed in December of 1945<sup>37</sup>.

## COMMERCE

In 1822 Sandusky had about 300 residents and 25 houses and stores. A weekly stage route was established to Cincinnati through Columbus, and a turnpike to Columbus was planned. In addition to numerous schooners, the steamboat "Superior" was stopping on her three trips a month from Buffalo to Detroit and back, bringing passengers and merchandise. Money was scarce and most business was carried on by barter. But Sandusky was growing. More businesses were opening up: commission merchants, dry goods dealers, a boot and shoe dealer, a hatter, a druggist, three attorneys, a baker, a saddle and harness maker, a cabinet maker, a tailor, a butcher, a lumber merchant, a tanner, and even a silversmith and watchmaker. <sup>38</sup>The Downtown Sandusky Commercial Historic District is significant in the area of commerce as the historical commercial center of Sandusky, Erie County, and the surrounding Lake Erie islands. Typically, the county seat was also the principal commercial center in the county. Such commercial centers generally featured a range of retail stores, offices and professional services, warehouses, artisans, mechanics, entertainment and related services and communications-related businesses. Extant buildings in the Downtown Sandusky Commercial Historic District represent many of these commercial activities including merchandise, hardware, drug store, banks, law offices, medical offices, theater, post office, and newspaper.

Sandusky became the county seat of the northern part of the Firelands, established as Erie County in 1838. The business district was the business district – both then and now. In addition to its primary function, the business district also served as the meeting place for industry and government, as well as a backdrop to clubs, civic groups, and secret societies. The downtown area is directly north of Washington Park, a large open green space that, opposite the Commercial business district to its north, is surrounding to its east, west and south by historic and stately structures of a more civic / public nature including the County courthouse, the high school, the library, the post office, the masonic lodge and houses of worship. The park provides a natural border and clear delineation for the commercial downtown.

In 1820 Sandusky had 300 population.  
In 1830 Sandusky had 594 population.  
In 1840 Sandusky had 1,500 population.  
In 1850 Sandusky had 5,000 population.  
In 1860 Sandusky had 8,478 population.  
In 1870 Sandusky had 13,000 population.  
In 1880 Sandusky had 15,838 population.  
In 1890 Sandusky had 18,471 population.  
In 1900 Sandusky had 19,664 population.  
In 1910 Sandusky had 19,989 population.  
In 1920 Sandusky had 22,897 population  
In 1930 Sandusky had 24,022 population  
In 1940 Sandusky had 24,874 population  
In 1950 Sandusky had 29,375 population <sup>39</sup>

## MARITIME HISTORY

The Downtown Sandusky Commercial Historic District is significant in the area of maritime activities. Soon after it was settled, Sandusky became an important transportation terminus on Lake Erie. With its splendid and natural harbor, Sandusky was capable of taking care of a large number of ships, and thus became a shipping station for various products. As early as 1851, the newspaper had noted the arrival, by sailing vessel, of lumber shipments. The shipping industry provided the local commerce in the early

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<sup>37</sup>The USO in Sandusky

<sup>38</sup>Page 6

<sup>39</sup>Sandusky Library Archives Research Center. City Directory – various years.

days after Sandusky's founding with an established and prominent rating among other cities of Ohio. 40 Steamships soon became the major means of navigation on the lakes. Around the same time that steamships came to dominate lake transportation, railroads arrived to facilitate overland travel to the west and the south. Sandusky's principal attraction to water-borne trade has been her sheltered, almost completely landlocked harbor. 41 From 1818 until 1825, Sandusky was on the main line of steam navigation between Buffalo and Detroit. Lake commerce during this time was, to a large degree, concerned with the transportation of pioneer settlers westward into the frontier villages that rose along the lake shores and inland areas. With the pioneers, of course, came the necessities of life to support them in the wilderness. The first published list of exports in the "Clarion" (Sandusky's first newspaper and forerunner of the "Register") from the port of Portland (Sandusky) consisted of flour, whiskey, pork, cheese, hides, potash, flax, bacon, tobacco, mandrake and ginseng root (medicinal herbs) and fish. 42 Sandusky's commercial hopes received a severe blow in 1822 when the decision was made to use Cleveland and Toledo as the terminals of twin canals extending from Lake Erie to the Ohio River. To Sanduskians, the natural route seemed to lie through the center of the state with the northern terminal at Sandusky.

From the frustration of the canal trade route defeat came the impetus to build the first railroad in Ohio. In 1826, the Ohio legislature granted a charter establishing the Mad River and Lake Erie Railroad to operate between Dayton and Sandusky. 43 Beginning operation in 1832, it was one of the earliest railroads west of the Appalachians. In 1835, the first spike was driven by General William H. Harrison for the Mad River and Lake Erie Railway. The ceremony occurred near the intersection of Meigs and Water Streets, and the tracks ran westward on Water Street to the western end of the city, and thence, to the south, ultimately to Dayton and, by connection, to Cincinnati. Hard on the heels of the Mad River came a second railway, first known as the Monroeville and Sandusky City and, later, as the Sandusky, Mansfield and Newark. Upon the completion of these two railroads, Sandusky became the first railhead connecting the original Ohio valley immigration route with the newly-established all-water route to the West. For many years these two railroads fed the steamer lines that touched the city, and in several instances, they financed the steamboat connections. 44 From that day, to this, the Sandusky waterfront – roughly one mile in extent – has been dominated by long clusters of railway piers extending into the Bay. Throughout the period from 1846 to 1852 Sandusky advertised several non-stop sidewheeler lines and at least one propeller line direct to Buffalo. In 1853 and 1854, two 330-foot sidewheel steamers, described as floating palaces, were constructed by interests closely allied with the Mad River Railroad. During that same time, through rail service was becoming available from Chicago to Buffalo which, in effect, meant all the way to New York. The Michigan Southern and Northern Indiana Railways had linked Toledo and Chicago while the Lake Shore Line was stretching to completion from Dunkirk, New York to Chicago. The Junction Railway from Cleveland to Sandusky, and the Lake Shore from Toledo to Sandusky were in the process of completion at this time also. It became increasingly apparent that the railroads soon would compete with their own boats, and certainly, with boats that they had sponsored during the completion of the westward trackage. As if all of this were not enough, the nation experienced a financial panic in 1857 which finished the big sidewheelers so far as Lake Erie was concerned. The screw propeller boats became dominant factors and picked up some of the waning passenger traffic and most of the freight trade from the sidewheel steamers. With the growth of the propeller trade, Sandusky gained several new services. The Erie Railway first operated boats in Sandusky in 1848. In 1853, the "Old Oswego Line" of boats made Sandusky their western terminal, docking at the Columbus Avenue pier. During this period, Railroad Street, whose name was changed in 1969 to Shoreline Drive, was cribbed, and by 1853 the railroad was using it instead of Water Street. Maps of the city printed in 1854 show that for a number of years the tracks actually spanned the water at the southern extremities of the slips before they were filled. Eventually, the railway line boats gave way to steam barges.

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40 Centennial Executive Committee. "Historical Sketch and Official Souvenir Program of the 100th Anniversary of the Incorporation of the City of Sandusky, Ohio." page 70.

41 Ibid.

42 Wendt. Page 2

43 Davidson. Page 11

44 Ibid.

For many years, Sandusky ranked as one of the largest fresh water fish markets in the world. The commercial fishing business, or, fishing for revenue, began taking shape about 1837. It was at about the same time that the process of preserving by packing in salt was discovered. After the fisherman began salting and the efficiency of the salting process had been proved, something of a market was created for catfish and pickerel out of Sandusky Bay and fish houses, fisheries and salt houses were a common sight along the shoreline of the downtown waterfront even before Railroad Street was filled in during the early 1850s. In 1867, the freezing of fish was begun as an experiment and grew steadily on a commercial basis. In 1888, the annual volume frozen had reached 3,715,000 pounds.<sup>45</sup>

Among the early commercial fishing enterprises in downtown Sandusky were: J. Spencer in 1851, Jackson and Post in 1856, Adolph and Zollinger in 1856, Hosmer and Company in 1857, Casper Boight in 1864, Schact and Nielson in 1866, Bear and Ruth in 1873, A.J. Stoll in 1877, Henry Lay and Company in 1880, and Zistel Fish Company in 1907. In a 1918 publication it was stated that Sandusky is the largest fresh fish producing point in the world. Here the greatest variety of fresh water fish are caught and marketed; live fish being shipped to the eastern states.<sup>46</sup>

Each winter as commercial fishing stopped, the freezing of Lake Erie provided the basis for still another industry. Before the days of mechanical refrigeration, the ice industry was a large employer during the cutting season and Sandusky was one of the largest producers of natural ice. On Sandusky Bay, when the ice formed to the proper thickness, hundreds of men were employed cutting ice into blocks and storing it in ice houses. In 1868 the first large ice house was established. Each fish company had its own ice house, and the railroads also stored their own supplies of natural ice to cool perishable freight in transit. In the cutting season, whole trains of cars were loads at Sandusky for inland destinations. Companies like Wagner Lake Ice Company, C.A. Nielson Ice Company, and Consumers Ice Company shipped ice by the freight carload to all parts of the United States.

By 1882, Sandusky had four railroads: I.B. & W., B.& O., L.E. & W. and Lake Shore and Michigan Southern. In 1887 the Sandusky Steamboat & Fish Company was formed to operate the fish tugs and, in 1889, the Sandusky Transportation Company came into being to operate the barges.<sup>47</sup> By the 1890s this trade had reached a peak. Practically every pier west of Columbus Avenue was devoted to receiving lumber shipments which came in from Michigan. Among the larger lumber receivers were R. B. Hubbard and Moss on the east pier at Decatur Street, Gilcher and Schuck on the west pier at Jackson Street, Ayers and Company at McDonough Street, and Ryan and Johnson at Warren Street east of the B&O. From this, it is evident that the lumber industry as well as its receivers and their ships played a significant part in Sandusky's commercial history. Other imports have included fish, limestone, anthracite coal, sand, grain, ice and tinned fruit. Most of these miscellaneous imports were received at piers east of Columbus Avenue. Toward the end of the 19<sup>th</sup> century, Sandusky's largest waterborne export from this portion of the city is limestone. Additional miscellaneous exports included fish, cattle, hogs, flour, whisky and beer.<sup>48</sup>

Throughout the years, many waterborne transportation routes were developed for freight and passengers to local area destinations which, by 1945, had largely disappeared. In the years following World War II, after the vessel "Put-In-Bay" stopped running, there were no large passenger boats serving Sandusky. The islands and Cedar Point are served by diesel motor boats.<sup>49</sup>

## INDUSTRY

The Downtown Sandusky Commercial Historic District is significant in the area of industry. The early industrial history of Sandusky is closely related to the natural resources of the area. In addition to

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45 Sandusky Area Sesquicentennial 1818-1968, Page 45

46 Centennial Executive Committee. "Historical Sketch and Official Souvenir Program of the 100th Anniversary of the Incorporation of the City of Sandusky, Ohio." page 72.

47 Wendt, Gordon. "In the wake of the Walk-in-the-Water: The Marine History of Sandusky, Ohio "Commercial Printing Co., 1984, page 10.

48 Ibid 7

49 Ibid. 10



industries noted under maritime activities, abundant forests located close to easy transportation made lumbering and wood products a thriving industry. Lumber, in the rough or as finished products, was the leading raw material for many years. The manufacture of handles, spokes, wheels, carriages, wagons, furniture, tools, barrels and other wooden wares were made in factories that gave large employment in Sandusky. Primitive saw mills, ship yards, and grist or flour mills made up the downtown's earliest manufacturing. Lumber receipts were listed by the newspaper in 1884 as 150,000,000 feet! The water flowing into Lake Erie provided power for the early grist mills.

Grapes were planted intensively on the Lake Erie islands beginning in the 1850's which led to the establishment of a large wine industry and importing of native grapes for processing, bottling and distribution with decades of great success until Prohibition after World War I. The fish, fruit and wine businesses created a demand for cooperage, and there were a number of shops in the city manufacturing barrels, boxes, buckets and baskets.

Another Sandusky manufacturing business benefitting from the entrepreneurial spirit was The American Crayon Company formed in 1890 through the merger of several companies including the Sandusky Crayon Company.

Ohio Bell was the only telephone Company operating in Sandusky during the 1920s; by 1930, there were 75 switchboard operators that handles 45,000 calls from 9,700 Sandusky customers<sup>50</sup>.

Cigar smoking reached peak popularity in the Victorian era; the 1873 City Directory lists 38 cigar makers in Sandusky. By 1930, however, cigarettes had replaced cigars and by 1938, there was only one cigar manufacturer left in Sandusky<sup>51</sup>.

In 1881 the Sandusky Paper Company was formed to use straw in making a coarse wrapping paper. When it was about to close down, J.J. Dauch and J.J. Hinde, farm boys who had supplied straw to the mill, leased it, and in 1889 began what developed into the corrugated box business of The Hinde & Dauch Paper Company. In 1895, Railway Express companies accepted Hinde & Dauch shipping boxes on a limited scale. It took 14 years to get full acceptance for corrugated boxes. Demand grew and the company expanded to become one of the world's largest manufacturers of corrugated boxes.

Before the assembly-line process for automobile manufacturing was devised, in 1900, the Sandusky Automobile Company was established. Many garages, auto repair shops and car sales showrooms existed within the downtown commercial district.

Economic development after the industrial era led to the increase of goods and service production in Sandusky. From the 1930s-1960s, Sandusky was home to several five and ten cent stores. The S.S. Kresge Five and Ten Cent Store leased the southwest corner of Market and Columbus for 25 years; by 1941, two Kresge stores existed on Columbus Avenue; in 1941, Neisner Bros., Inc. was located at 133 E Market Street, across from the Feick building; and Sandusky was home to two Woolworth Stores<sup>52</sup>.

## TRANSPORTATION

There are two main state routes that provide access to downtown Sandusky – U.S. 6 (also referred to as the Grand Army of the Republic Highway) and U.S. 250. Firelands proprietors established the Sandusky-Norwalk Road, now U.S. 250, immediately after they surveyed the land around 1810.<sup>53</sup> In the 1820s mail was delivered to Sandusky by the mail stage. Passengers, as well as the U.S. mail, were transported from Sandusky to Norwalk, Mansfield, Mount Vernon and on to Columbus and then back again. Of course, since Ohio was known as the Gateway State, many families traveled by horse and covered

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<sup>50</sup> Early Telephone Service in Sandusky

<sup>51</sup> Hansen. Page 33

<sup>52</sup> Five-and-Ten Stores in Sandusky

<sup>53</sup> Senne, Janet. A Slight History of Perkins Township. \_\_\_\_ (page)

wagons through Ohio as they made their way to the west. People who traveled to Sandusky could board a steamer to several different port cities along the Great Lakes.

Pioneer Sandusky residents recognized the importance of railroad transportation, and showed interest in railway lines being developed in Sandusky as early as 1826. Ground was broken for the Mad River and Lake Erie Railroad in 1835. In 1837 the first locomotive arrived in Sandusky by boat and was used to complete the road to Bellevue by May, 1838. The Monroeville & Sandusky Railroad began with trains pulled by the Sandusky Locomotive, the first locomotive with a steam whistle. Rail transportation made it easier for people to travel longer distances, and enabled the shipping of products, which in turn boosted local economies.

A stagecoach ran between Milan and Sandusky beginning in 1847.

In 1882 the first intra-city transportation route was begun by Charles and William H. Gilcher. It was known as the "herdic lines." Horse drawn passenger vehicles took people along three different local routes. The first route operated from the West House downtown to the Lake Shore and Michigan Southern Railway depot on the south side of town. The second route traveled from the West House to Oakland Cemetery. The third route was an east-west route, outside of the commercial district boundary, from the city's waterworks to Tiffin and Mills Streets.

Intercity electric lines were direct outgrowths of city street railway systems, and development of electric traction in the 1880s resulted in rapid replacement of cable and horsecar lines and rapid construction of many new routes. The first steps in the development of a street railway in Sandusky were taken by the Sandusky Street Car Co., organized in 1881. The first cars were put in service in 1883 and the organization continued until the street car company was purchased in 1890 to give place to lines run by electricity. In the enterprise of street railways, Sandusky was in the vanguard of the cities in the country. How considerable the achievement was at that time is evident from the fact that it was not until 1884 that the first practical overhead trolley was built in Kansas City and in 1888 there were only 13 electric railways in operation in the United States and Canada. Sandusky's street railway system was composed of four different groups designed to cover the entire city. The "depot belt" connected the business section with the residence district and the New York Central, Pennsylvania and Big Four stations. A belt line over Columbus Avenue and Hancock Street, communicated with the Soldiers' Home. A cross-town line ran from the eastern end of the city over Monroe Street, Columbus Avenue, to Water Street, Washington Street, and Tiffin Avenue and westward to the city limits. A fourth line passed down West Monroe street from Columbus Avenue and then to the outer edge of the city.<sup>54</sup>

Street railways in Sandusky were mentioned as early as 1868, but the Sandusky Street Railway Company was not formed until 1881, and ground was broken in 1883 for the first horse-drawn street car line in Sandusky. The People's Electric Railway Company (the White Line) was organized in 1891, and began operation in 1892 to the Soldiers' Home. An interurban line was proposed in 1892, and, when the service began from Sandusky to Norwalk in 1893, it was said to be the longest electric line in the world.<sup>55</sup> Designed by L.D. Alcott, the electric line featured fourteen-passenger side-seat cars that were pulled by two-horse teams. The route was double tracked, and went from the West House to the depot on North Depot Street, and back to the West House. J.O. Moss purchased the Sandusky Railway in 1885, and organized more lines across the city. The Peoples Electric Railway Line was built in 1890, with financial support mainly from Sandusky residents. The charter of the Sandusky, Milan and Huron Electric Railway, later the Sandusky, Milan and Norwalk Electric Railway, was applied for in 1892. In 1893, the Sandusky-Milan-Norwalk interurban electric railway line was carrying travelers along the route<sup>56</sup> and the Sandusky Street Railway Co. also substituted electric cars for horse-drawn cars along its lines.<sup>57</sup> By May of that year, the Sandusky, Milan and Norwalk Electric Railway line began operating and connected with the local Sandusky lines through the use of separate rights-of-way, paralleling roads and the construction of

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<sup>54</sup> Our City Sandusky 1824-1924.

<sup>55</sup> Frohman, Page 53.

<sup>56</sup> Frohman, Charles. Milan and the Milan Canal. \_\_\_\_ (page)

<sup>57</sup> Everett, Glenn D. The Streetcars and Interurbans of Old Sandusky. \_\_\_\_ (page)

stations (the Stone's Block at the corner of Market & Columbus Avenue) . However, this was an era of merger, consolidation, and nonorganic corporate growth. The Everett-Moore Syndicate (a Cleveland-based collective of approximately 85 investors led by managers Henry Everett and Edward Moore), created the Lake Shore Electric Railway and eventually absorbed all the local streetcar lines operating within Sandusky. By 1910, the interurban had become a major element in the transportation picture of the Midwest. Passenger service accounted for approximately 80 percent or more of total revenues. The most important contribution that interurbans' had made was efficient and speedy service between rural areas and small towns and adjacent cities, breaking down the isolation of farms and small villages. Frequent service with numerous and convenient stops facilitated travel to market, to school, and to entertainment. The trend toward shopping in larger centers in preference to rural and village stores, which became so marked after the development of the automobile, was commenced by the interurbans. A shopping trip to a city 30 miles away became a simple and routine matter instead of a major and time-consuming excursion. Likewise, the benefit of easy access for weekend trips to a lakefront community like Sandusky which joined their interurban service with ferry service to Cedar Point also helped increase the popularity of amusement park and resort attractions. The Lake Shore Electric Railway Co. transported people to Sandusky from all points on the system, which included Cleveland, Lorain, Elyria, Norwalk, Bellevue, Fremont, Toledo, and many stops in between, while the steamer Arrow made two trips daily to Put in Bay, Lakeside, Kelleys Island, and Middle Bass Island.

U.S. 250 wasn't always the main artery into Sandusky and Cedar Point. In the 1930s and 40s, the traffic headed down U.S. 6 to the amusement park's old entrance, now the entrance to Sheldon Marsh State Nature Preserve.<sup>58</sup> As automobiles became more popular, more area residents began to drive their own vehicles instead of relying on public transportation. Local service of the Lake Shore Electric line ended in 1938 and was replaced by bus service (out of Wilke Building on Columbus Avenue) because the railway shared public roads and couldn't compete with the increasingly popular and affordable internal combustion automobile and comprehensive system of all-weather roads.<sup>59</sup>

The automobile was invented in roughly the same period as the interurban, but the latter progressed much more rapidly. Electric motors were simpler than automobile engines and were perfected more quickly, while mechanical difficulties and the lack of good roads held the growth of the automobile to a snail's pace for 25 years. World War I aided in the advancement of motor vehicles, due to technological developments required by the military, both for automobiles and airplanes. The decade of the 1920s saw the primary transition to the motor vehicle. By the end of the decade, the effects on interurban business had become so serious that many small lines had already been abandoned and doubts about the future of the industry were arising. In general, however, the system (including Lake Shore Electric Railway) was largely intact in 1930. The final blows against the industry were dealt in the 1930s, when the combination of the Depression and the continued growth of the automobile caused such a drastic drop in interurban revenues that in many cases they fell below operating cost.

Few industries in the history of the United States have ever collapsed with the speed at which the interurban systems came to an end. In the 15-year period from 1927 through 1941, the great network built up in the previous 20 years had all but vanished, and most of the lines were abandoned between 1929 and 1937.

Just into Erie County, US 6 overlaps Ohio State Route 269 and then intersects Ohio State Route 2 (formerly known as Inter-county Highway 2 until 1921 and State Highway 2 in 1922) is an east-west highway crossing most of northern Ohio. In 1967, the U.S. 250 – Ohio 2 interchange, by design, rerouted traffic around Sandusky on former US 6 alignment and spurred development along U.S. 250. Cedar Point is largely credited for creating the demand for the highway's modern development along this highly traveled route. The bypass helped Cedar Point travelers make a more direct route to their amusement park destination but it eliminated a significant volume of traffic going by the downtown commercial district with a significant and direct negative effect on local commerce as a result.

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<sup>58</sup> Ibid.

<sup>59</sup> Knutson, Katie. "U.S. 250 grows through eras of stage coaches, trains, cars", Sandusky Register, April 22, 2001, p. A-2.

## ARCHITECTURE

The Downtown Sandusky Commercial Historic District is significant in the area of architecture for its representative collection of mid-19<sup>th</sup> and mid-20<sup>th</sup> century commercial buildings which represent prevailing design and construction traditions of mid-sized cities and towns in Ohio. They predominantly include freestanding and -attached two- three- and four-story buildings. There are also a small number of single buildings and buildings taller than four stories as well. Character defining features of these types of buildings include: freestanding or attached with party walls; typically rectangular or square forms; oriented to the street, usually in lines or rows with a common setback usually fronting directly on the sidewalk; storefronts with cast iron and glass, typically including a transom, and the use of limestone. Sandusky has more limestone buildings than any town in Ohio, and possibly in the nation.<sup>60</sup>

Nothing remains from Sandusky's earliest days. Platted in 1818, the first buildings were built in what is now the downtown area, and they were later torn down and replaced as the city grew.<sup>61</sup> A unique feature of Sandusky's architectural inventory is its large number of limestone buildings erected during the 19th century in just about every style popular during that period. Sandusky is built on limestone, which is only about twelve to eighteen inches below the surface in the oldest section of the community. It was the city's most readily available building material. As a result, many stonecutters settled in Sandusky, and their works are evident all throughout the community. The architecture of the district is varied, though much of it is of limestone and/or brick construction. Many of the buildings in the district were built and owned by the city's prominent business and civic leaders and typify vernacular commercial architecture of the time period. Elements of architectural styles represented in Sandusky from the 19th and mid-20<sup>th</sup> century include; Gothic revival, Renaissance Revival, High Victorian, Gothic, Italianate, Stick, Eastlake, Richardson Revival, Second Empire, and Queen Anne. Later styles such as Sullivanesque, Beaux Arts, Neo Classic, Colonial Revival, Georgian Revival, Art Deco, Bungalow, and Art Moderne were also identified. Though storefront alterations exist, most buildings retain considerable design integrity and the collection, as a whole greater than its parts, typifies a mid-19th / early 20th century small legacy city's commercial business district. The district is important for its central role in the development of the community-at-large, with significant commercial, manufacturing and domestic buildings that date from 1835 to 1950.

The architectural development of the central business district also reflects some of the major periods of community growth and development and the major economic factors that contributed to the community's growth and development including the establishment of water and land travel.

Natural disasters including the June 28, 1924 tornado and the Mahala Block fire which occurred on November 18, 1909, both made significant contributions with regard to changing the existing architectural landscape in the commercial downtown. Largely considered the most prominent parcel as one enters the downtown business district, in 1922, a partial demolition of the Kingsbury Block was performed to accommodate a new architectural edifice on one third of its parcel.

On March 31, 1939, the entire block of East Market Street burned, sparing the buildings facing Columbus Ave. and Till's Country Store on Wayne Street. The fire started on Market Street in the M.R. Herb Co. and spread through to the south side of the 100 block of Water Street. This fire remains the largest in Sandusky's history and engulfed the following businesses; Cohns, Sears, Frankels, McLellans and M.R. Herb Co., all on Market Street, before spreading to businesses on Water Street including Ackley's Band and Orchestra headquarters. After the 1939 fire, the affected Water Street block sat undeveloped with the exception of an automobile car lot and building which was constructed at the west end of the block; however, the building was torn down in 1978 to make room for a city parking lot.<sup>62</sup> Alternatively, the affected Market Street block was rebuilt to include the buildings that exist along its frontage today.

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<sup>60</sup> Damm, Ellie. Multiple Resource Nomination, page 7.

<sup>61</sup> Old House Guild of Sandusky. Sandusky, Ohio Historic Inventory 1979.

<sup>62</sup> Hansen. Page 31

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**Previous documentation on file (NPS):**

☐ preliminary determination of individual listing (36 CFR 67) has been requested  
☐ previously listed in the National Register  
☐ previously determined eligible by the National Register  
☐ designated a National Historic Landmark  
☐ recorded by Historic American Buildings Survey # \_\_\_\_\_  
☐ recorded by Historic American Engineering Record # \_\_\_\_\_  
☐ recorded by Historic American Landscape Survey # \_\_\_\_\_

**Primary location of additional data:**

☐ State Historic Preservation Office  
☐ Other State agency  
☐ Federal agency  
☐ Local government  
☐ University  
☒ Other

Name of repository: Sandusky Library – Archives Research Center

**Historic Resources Survey Number (if assigned):** \_\_\_\_\_

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**10. Geographical Data**

**Acreage of Property** 56.18 acres

Use either the UTM system or latitude/longitude coordinates

**Latitude/Longitude Coordinates (decimal degrees)**

Datum if other than WGS84: \_\_\_\_\_

(enter coordinates to 6 decimal places)

- |  |                                      |
|--|--------------------------------------|
| 1. Latitude: <u>N 41° 27' 24.7697"</u> | Longitude: <u>W 82° 42' 53.5158"</u> |
| 2. Latitude: <u>N 41° 27' 17.2529"</u> | Longitude: <u>W 82° 42' 46.0566"</u> |
| 3. Latitude: <u>N 41° 27' 20.9256"</u> | Longitude: <u>W 82° 42' 34.3729"</u> |
| 4. Latitude: <u>N 41° 27' 31.9832"</u> | Longitude: <u>W 82° 42' 31.9686"</u> |

**Or**

**UTM References**

Datum (indicated on USGS map):

☒ NAD 1927    or    ☐ NAD 1983

- |          |           |           |
|----------|-----------|-----------|
| 1. Zone: | Easting:  | Northing: |
| 2. Zone: | Easting:  | Northing: |
| 3. Zone: | Easting:  | Northing: |
| 4. Zone: | Easting : | Northing: |

**Verbal Boundary Description** (Describe the boundaries of the property.)

The district is bounded by the north side of Shoreline Drive at the curb with the exception of the space directly in front of resource #13 (the Mylander-Schade Plaza) which extends beyond the curb to the waterfront slip; to the west, it is bounded by the east side of Decatur Street; and to the east, it is bounded by the east side of Hancock Street. The south boundary begins, from west to east, behind three properties fronting West Market Street then extends south to the north side of West Washington Street. It continues east to Jackson Street, then extends to the north side of West Washington Row where the boundary then continues east until Wayne Street. At Wayne Street, the boundary extends north to the southern property boundary of 236 Wayne Street and then extends east to the eastern property boundary of 246-250 East Market Street, at which point it extends to the northern side of East Market Street. The boundary then continues east to include buildings fronting Hancock Street on the east side.

**Boundary Justification** (Explain why the boundaries were selected.)

The district's boundaries are indicated on the accompanying sketch map.

The natural border to the south is Washington Park. The buildings surrounding and within Washington Park serve primarily municipal, religious or educational functions. To the north, the boundary ends at the north side of Shoreline Drive because the majority of historic architecture serving a commercial use along the shoreline on docks and piers has been lost and new construction with new use replaces it. To the west, the boundary extends to the east side of Decatur Street because the west side of Decatur is fully developed by a large industrial

complex. To the east, the boundary extends to include structures existing on the east side of Hancock Street.

The boundaries include all contiguous buildings and freestanding commercial structures that form the historic commercial core of downtown Sandusky. Private residences, which have always been closely woven into the fabric of the community are included where they adjoin historic commercial.

In their plat of the city in 1818, Wildman, Mills and Hoadley mentioned two separate parcels which they dedicated to the prospective city in the words following: "The two open spaces on Market Street, marked 'B', are appropriated as and for Public Market grounds, and forever to remain for that purpose and for no other."<sup>63</sup> The parcel to the West labeled 'B' has been developed as the current Fire Station Headquarters for the City of Sandusky and area further west is largely industrial. The parcel to the East labeled 'B' has been developed as a public right of way and parking lot running east west between the streets Hancock and Franklin with the area further east serving mostly a residential population. Having studied Sanborn maps of this area, one could ascertain that the areas located between and to the front of the two designated public market grounds on that 1818 plat were reserved for the commercial core.

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#### 11. Form Prepared By

name/title: Sharon Trsek  
organization: Marous Brothers Construction, Inc.  
street & number: 1702 Joseph Lloyd Parkway  
city or town: Willoughby state: Ohio zip code: 44094  
e-mail strsek@marousbrothers.com  
telephone: (440) 391-5420  
date: April 2017

#### Additional Documentation

Submit the following items with the completed form:

- **Maps:** A USGS map or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

#### Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer,

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<sup>63</sup> Peeke, Hewson L. The Centennial History of Erie County, Ohio. Vol. I, page 115



photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

### **Photo Log**

**Name of Property:** Downtown Sandusky Commercial Historic District  
**City or Vicinity:** Sandusky  
**County:** Erie **State:** Ohio  
**Photographer:** Sharon Trsek, Marous Brothers Construction  
**Date Photographed:** June 2017  
**Photograph Number, Description and Camera Direction:** Listed Below

**Photograph #** 0001 of 0068

**Description:** Washington Row - Independent Order of Odd Fellows Bldg.

**Camera Direction:** Northeast

**Photograph #** 0002 of 0068

**Description:** East Washington Row looking toward Columbus Avenue

**Camera Direction:** East / slightly Northeast

**Photograph #** 0003 of 0068

**Description:** East Washington Row looking toward Jackson St.

**Camera Direction:** West / slightly Northwest

**Photograph #** 0004 of 0068

**Description:** East Washington Row looking toward West Washington Row

**Camera Direction:** West

**Photograph #** 0005 of 0068

**Description:** Columbus Avenue (Kingsbury & Stone's Block)

**Camera Direction:** North

**Photograph #** 0006 of 0068

**Description:** East Washington Row & Columbus Ave from Washington Park

**Camera Direction:** North

**Photograph #** 0007 of 0068

**Description:** East Washington Row

**Camera Direction:** West / slightly Northwest

**Photograph #** 0008 of 0068

**Description:** East Washington Row at Wayne Street

**Camera Direction:** West / slightly Northwest

**Photograph #** 0009 of 0068

**Description:** Wayne Street

**Camera Direction:** Northwest

**Photograph # 0010 of 0068**

**Description:** Lea Block (side elevation) at corner of Wayne & Market Streets

**Camera Direction:** West / slightly Southwest

**Photograph # 0011 of 0068**

**Description:** Lea Block (front elevation) on Market Street

**Camera Direction:** South

**Photograph # 0012 of 0068**

**Description:** Feick Building (front elevation) on Market Street

**Camera Direction:** South

**Photograph # 0013 of 0068**

**Description:** East Market Street

**Camera Direction:** South

**Photograph # 0014 of 0068**

**Description:** East Market Street looking toward Columbus Ave.

**Camera Direction:** Southwest

**Photograph # 0015 of 0068**

**Description:** East Market Street

**Camera Direction:** South

**Photograph # 0016 of 0068**

**Description:** Stone's Block (side elevation) looking toward Columbus Ave.

**Camera Direction:** Southwest

**Photograph # 0017 of 0068**

**Description:** Stone's Block (front elevation) looking toward Market Street

**Camera Direction:** East

**Photograph # 0018 of 0068**

**Description:** East Market Street

**Camera Direction:** East

**Photograph # 0019 of 0068**

**Description:** Columbus Ave. toward East Washington Row / Washington Park

**Camera Direction:** Southeast

**Photograph # 0020 of 0068**

**Description:** Columbus Ave. toward Washington Park

**Camera Direction:** South

**Photograph # 0021 of 0068**

**Description:** Columbus Ave.

**Camera Direction:** East

**Photograph # 0022 of 0068**

**Description:** Kingsbury Building on Columbus Ave.

**Camera Direction:** East

**Photograph # 0023 of 0068**

**Description:** Commercial Banking & Trust toward Washington Park

**Camera Direction:** East / slightly Southeast

**Photograph # 0024 of 0068**

**Description:** Columbus Avenue toward Lake Erie

**Camera Direction:** North / slightly Northwest

**Photograph # 0025 of 0068**

**Description:** Cooke Building at corner of Columbus Avenue & East Market St.

**Camera Direction:** North

**Photograph # 0026 of 0068**

**Description:** Columbus Avenue

**Camera Direction:** Southeast

**Photograph # 0027 of 0068**

**Description:** Star Theatre on Columbus Avenue

**Camera Direction:** East

**Photograph # 0028 of 0068**

**Description:** Columbus Avenue

**Camera Direction:** East / slightly Southeast

**Photograph # 0029 of 0068**

**Description:** Columbus Avenue looking toward Water Street

**Camera Direction:** North / slightly Northeast

**Photograph # 0030 of 0068**

**Description:** West Water Street and Mylander-Schade Plaza

**Camera Direction:** Northwest

**Photograph # 0031 of 0068**

**Description:** Phoenix Block at Water Street (void left from Euterpean Hall demolished)

**Camera Direction:** Northwest

**Photograph # 0032 of 0068**

**Description:** Phoenix Block at Water Street looking toward Wayne St.

**Camera Direction:** Northeast

**Photograph # 0033 of 0068**

**Description:** Water Street

**Camera Direction:** North

**Photograph # 0034 of 0068**

**Description:** Phoenix Block at Water Street looking toward Wayne St.

**Camera Direction:** Northeast

**Photograph # 0035 of 0068**

**Description:** Water Street  
**Camera Direction:** North

**Photograph #** 0036 of 0068  
**Description:** Water Street looking toward Phoenix Block  
**Camera Direction:** West

**Photograph #** 0037 of 0068  
**Description:** Water Street surface parking lot behind Columbus Avenue  
**Camera Direction:** Northeast

**Photograph #** 0038 of 0068  
**Description:** Building tucked behind Columbus Avenue on East Water Street  
**Camera Direction:** Southwest

**Photograph #** 0039 of 0068  
**Description:** Huntley Building fronting Water Street  
**Camera Direction:** South

**Photograph #** 0040 of 0068  
**Description:** Alley behind Columbus Avenue off Water Street  
**Camera Direction:** South

**Photograph #** 0041 of 0068  
**Description:** Surface Parking Lot off Water Street  
**Camera Direction:** South

**Photograph #** 0042 of 0068  
**Description:** Rear Elevations of East Market Street Buildings  
**Camera Direction:** South / Southeast

**Photograph #** 0043 of 0068  
**Description:** Civista Bank Building corner of Wayne & Water Street  
**Camera Direction:** Southwest

**Photograph #** 0044 of 0068  
**Description:** Surface Parking Lot at Wayne & Water Streets  
**Camera Direction:** Southwest

**Photograph #** 0045 of 0068  
**Description:** Surface Parking Lot at Wayne & Water Streets looking toward East Market  
**Camera Direction:** South

**Photograph #** 0046 of 0068  
**Description:** East Water Street  
**Camera Direction:** Southeast

**Photograph #** 0047 of 0068  
**Description:** East Water Street  
**Camera Direction:** Southwest

**Photograph # 0048 of 0068**

**Description:** Engel's & Krudwig Wine Co.

**Camera Direction:** Southwest

**Photograph # 0049 of 0068**

**Description:** Engel's & Krudwig Wine Co. Buildings

**Camera Direction:** Southwest

**Photograph # 0050 of 0068**

**Description:** West Marine building on East Water Street

**Camera Direction:** North

**Photograph # 0051 of 0068**

**Description:** East Water Street

**Camera Direction:** Northeast / slightly East

**Photograph # 0052 of 0068**

**Description:** Close-up view at storefront of ZINC Brasserie

**Camera Direction:** North

**Photograph # 0053 of 0068**

**Description:** East Water Street looking back toward Wayne Street

**Camera Direction:** Northwest

**Photograph # 0054 of 0068**

**Description:** Rear Elevations from Shoreline Drive

**Camera Direction:** Southwest

**Photograph # 0055 of 0068**

**Description:** Bing's Hotel building on East Water Street

**Camera Direction:** East

**Photograph # 0056 of 0068**

**Description:** East Water Street

**Camera Direction:** Southwest

**Photograph # 0057 of 0068**

**Description:** East Water Street

**Camera Direction:** North / slightly Northeast

**Photograph # 0058 of 0068**

**Description:** Murray & Murray Co. at Shoreline Drive

**Camera Direction:** North

**Photograph # 0059 of 0068**

**Description:** Shoreline Drive and Lake Erie

**Camera Direction:** Northeast

**Photograph # 0060 of 0068**

**Description:** G. A. Boeckling Building at Shoreline Drive

**Camera Direction:** North / slightly Northwest

**Photograph #** 0061 of 0068

**Description:** Shoreline Drive relation to Jackson Street Pier and Lake Erie

**Camera Direction:** Northeast

**Photograph #** 0062 of 0068

**Description:** Shoreline Drive & Jackson Street intersection with Lake Erie in distance

**Camera Direction:** North / slightly Northwest

**Photograph #** 0063 of 0068

**Description:** Shoreline Drive view of 100 & 200 block West Water Street rear elevations

**Camera Direction:** East / slightly Northeast

**Photograph #** 0064 of 0068

**Description:** Shoreline Drive view of 300 block West Water Street rear elevations

**Camera Direction:** West / slightly Southwest

**Photograph #** 0065 of 0068

**Description:** Hinde & Dauch Paper Co. (aka Chesapeake Lofts) at Shoreline Drive

**Camera Direction:** Northwest

**Photograph #** 0066 of 0068

**Description:** Shoreline Drive view of 300 block West Water Street rear elevations

**Camera Direction:** South

**Photograph #** 0067 of 0068

**Description:** Shoreline Drive

**Camera Direction:** East

**Photograph #** 0068 of 0068

**Description:** Shoreline Drive looking toward Decatur – greenspace in foreground former Keller Building location (now demolished)

**Camera Direction:** West

**Paperwork Reduction Act Statement:** This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).

**Estimated Burden Statement:** Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF DEVELOPMENT  
DIVISION OF PLANNING

# LANDMARK COMMISSION REPORT

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## APPLICATION FOR THE EXPANSION OF THE DOWNTOWN SANDUSKY COMMERCIAL HISTORIC DISTRICT EXPANSION

Reference Number: LC-09-17

Date of Report: August 15, 2017

Report Author: Casey Sparks, Chief Planner



# City of Sandusky, Ohio

## Landmark Commission Report

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### BACKGROUND INFORMATION

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Sharon Trsek with Marous Brothers Construction has submitted an application for a historic district expansion within the central downtown area. The following information is relevant to this application:

Applicant: Marous Brothers Construction  
1702 Joseph Lloyd Parkway  
Willoughby, Ohio 44904

Site Location: Twelve blocks within the centralized are of downtown

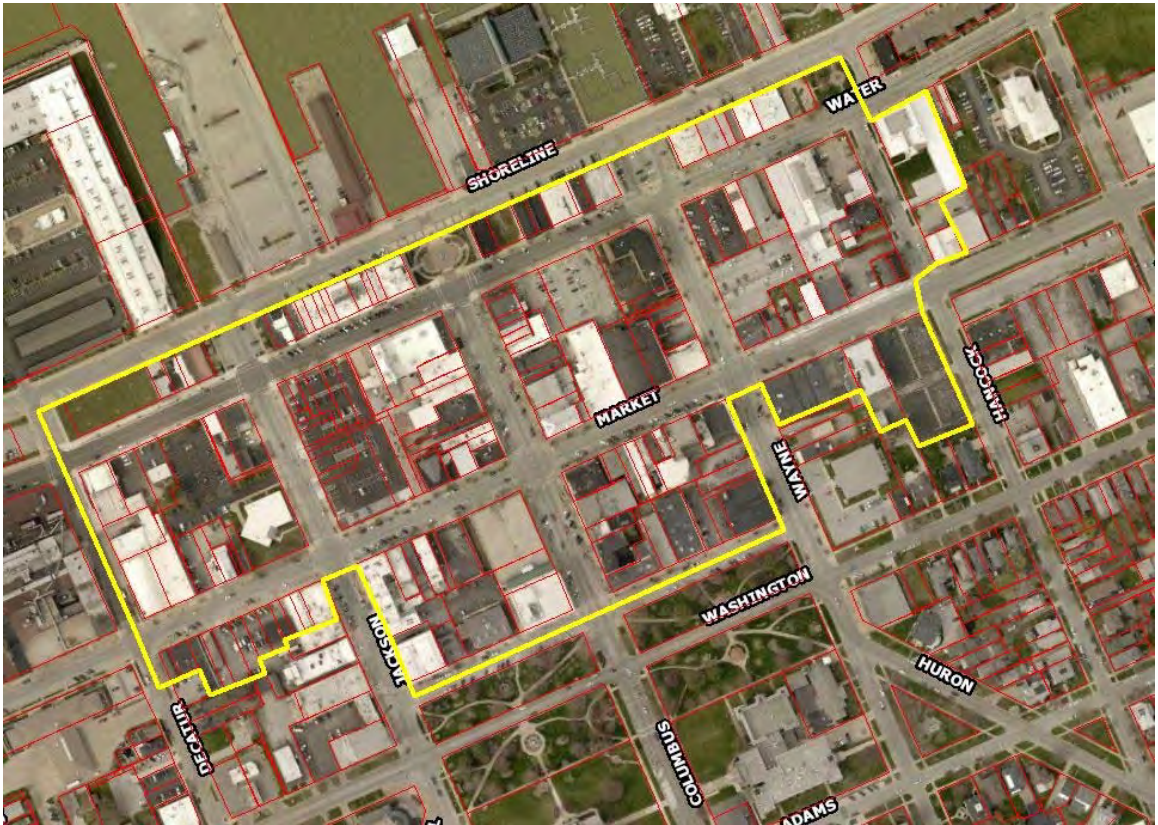
Zoning: “DBD”/Downtown Business District, GB General Business, LM Limited Manufacturing, and GM General Manufacturing



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## SITE DESCRIPTION

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## **DIVISION OF PLANNING COMMENTS**

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The applicant has proposed to expand the Downtown Sandusky Commercial Historic District to include a total of 88 new contributing buildings and 21 noncontributing buildings. Within the expanded district there are 36 buildings that were already previously listed on the National Register. The district expansion is approximately twelve blocks within the downtown Sandusky area, the boundary is bounded by the north side of Water Street to the north, east side of Decatur Street to the west, Market Street at its furthest points to the south, and Washington Row at the center, the east side of Hancock to the east. The district includes the Water Street Commercial buildings, the Columbus Avenue Historic District, and multiple resources areas within the downtown area.

As Landmarks Commission will recall a public meeting was held on this subject several months ago, the applicant has taken this time to work with the State of Ohio Historic Preservation Office to formulate this area and create the documentation needed for the application. The state will be reviewing the application at their September 23<sup>rd</sup> meeting. The state has notified all property owners within the district of the meeting in September. Per Section 1161.08 the Landmarks Commission or City Commission need to provide a recommendation to the State Historic Preservation Office regarding the application. Expanding the district is vital piece of the success of the downtown area. As the Commission knows, the National Register nomination can be an important catalyst for economic development opportunities such as tax credits and other funding opportunities.

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## **CONCLUSION/RECOMMENDATION**

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Staff would recommend a favorable recommendation regarding the district expansion for the Downtown Sandusky Commercial Historic District. Planning staff believes that this expansion will assist in the continued economic development success of the downtown area.

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

**AN RESOLUTION RECOMMENDING THE DOWNTOWN SANDUSKY COMMERCIAL HISTORIC DISTRICT FOR NOMINATION TO THE NATIONAL REGISTER OF HISTORIC PLACES; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Chapter 1161 of the City of Sandusky's Codified Ordinance was established for the purpose to create the Sandusky Landmark Commission and a process for designation of individual properties, buildings, and districts and to create a review process for major alternations and demolitions to local landmark buildings, buildings and properties within local landmark districts, and buildings or properties either individually listed on the National Registry or within a National Registered district; and

**WHEREAS**, pursuant to Chapter 1161 of the City of Sandusky's Codified Ordinances, the Landmark Commission shall submit a report to the State Historic Preservation Office regarding the application for national register nomination and this report shall include the recommendation of the Landmark Commission and a majority of the City Commission; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an agreement with Marous Brothers Construction of Willoughby, Ohio, for professional services for the creation of a Downtown Sandusky Commercial Historic District by Ordinance No. 16-118, passed on July 25, 2016; and

**WHEREAS**, the City currently has two (2) smaller historic districts in downtown Sandusky including the Water Street Commercial Buildings Historic District (between Jackson Street and Wayne Street) and the Columbus Avenue Historic District (east side between Water Street and Market Street); and

**WHEREAS**, an application was submitted by Marous Brothers Construction for recommendation of the newly created district, which will be called the Downtown Sandusky Commercial Historic District, for nomination to the National Register of Historic Places and the proposed district includes the Water Street Commercial Buildings Historic District and the Columbus Avenue Historic District and multiple resources areas within the downtown area and is further described as approximately twelve centralized blocks in downtown Sandusky natural bounded by Washington Park to the South, street boundaries include the following: bounded by the north side of Water Street to the north, east side of Decatur Street to the West, Market Street at its furthest points to the South and Washington Row at the center, and the east side of Handcock Street to the East; and

**WHEREAS**, the Sandusky Landmark Commission considered this request at its August 23, 2017, meeting and recommended approval of the Downton Sandusky Commercial Historic District for nomination to the National Register of Historic Places; and

**WHEREAS**, this City Commission having reviewed this matter does hereby recommended of the Downton Sandusky Commercial Historic District for nomination to the National Register of Historic Places; and

**WHEREAS**, this Resolution should be passed as an emergency measure

under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the report for recommendation to the Ohio Historic Preservation Office prior to their meeting scheduled on September 20, 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 **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 having reviewed this matter does hereby recommend the Downtown Sandusky Commercial Historic District, more fully described in Exhibit "A" which is attached to this Resolution and specifically incorporated herein, for nomination to the National Register of Historic Places.

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

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

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

Commission of the City of Sandusky, Ohio.

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

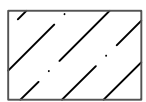
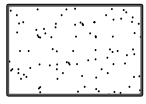

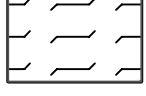
ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: August 28, 2017





**PROPOSED DOWNTOWN SANDUSKY  
COMMERCIAL HISTORIC DISTRICT PHOTO KEY**

**HISTORIC DESIGNATIONS**

-  NATIONAL REGISTER WATER STREET  
COMMERCIAL BUILDINGS HISTORIC DISTRICT
-  NATIONAL REGISTER COLUMBUS  
AVENUE HISTORIC DISTRICT
-  NATIONAL REGISTER MULTIPLE  
RESOURCE AREA PROPERTY
-  NATIONAL REGISTER  
INDIVIDUAL LISTING

**PHOTO KEY**

-  CONTRIBUTING
-  NON-CONTRIBUTING





## Department of Community Development

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Maria Muratori  
mmuratori@ci.sandusky.oh.us

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

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

**From:** Maria Muratori, Development Specialist

**Date:** August 16, 2017

**Subject:** Commission Agenda Item – Grant Agreement between City of Sandusky and HALO 1848, LLP.

**Items for Consideration:** Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and HALO 1848, LLP (“HALO”), an Ohio Limited Liability Partnership, for the purposes of furthering economic development efforts in the City.

**Background Information:** Dr. John Davenport and Mr. Shawn Daley are partners in HALO. Dr. John Davenport is a retired USAF Lieutenant Colonel and Command Pilot with twenty (20) years of active-duty service. During his tenure, he served in decision making and command oriented capacities. Further, Dr. Davenport extensively renovated a property that was built in 1879 into a bed and breakfast which he operated until its sale in 2014. Mr. Daley is also a military veteran and has over fifteen (15) years of experience in the music industry. Mr. Daley currently operates The Mohawk Studio out of his home in Huron, Ohio.

Dr. Davenport and Mr. Daley intend to operate The Mohawk Studio and a listening room concept out of the facility located at 805 Wayne Street. This building has been vacant for approximately one year and prior to that housed a church. In order to transform the property into a space that can be utilized as a listening room and recording studio, Dr. Davenport and Mr. Daley will facilitate buildout of the property including installation of ADA building access and bathrooms, ceiling repairs, electrical upgrades, the addition of air conditioning, and aesthetic improvements. The completion of this project helps to create a new business and a unique attraction within the City.

Total project costs are estimated at over \$100,000.00. I recommend that the City Commission approve a grant for a total of up to \$15,000.00 to assist with the interior buildout, focusing specifically on the ADA building access and bathrooms. The grant will be a Small Business Assistance grant.

The above grant is conditioned upon the applicant complying with all Planning and Zoning codes and other applicable codes and regulations of the City and displaying signage noting the City of Sandusky’s support. The projects are expected to be complete by September 30, 2018. The applications and grant amounts were approved at the

August 8, 2017 Economic Development Incentive Committee meeting, in accordance with the Sandusky City Economic Development Programs.

**Budgetary Information:** The City will be responsible for providing a total of \$15,000.00 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into Grant Agreements with HALO. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the grant agreement to allow HALO to move forward with budgetary planning and facilitate rehabilitation.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Maria Muratori  
Development Specialist

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

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



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

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE SMALL BUSINESS ASSISTANCE GRANT PROGRAM TO HALO 1848, LLP, IN RELATION TO THE PROPERTY LOCATED AT 805 WAYNE STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Dr. John Davenport and Mr. Shawn Daley, who are both military veterans, are the partners of HALO 1848, LLP, and intend to relocate The Mohawk Studio currently operating out of Mr. Daley's home in Huron, Ohio, to 805 Wayne Street in Sandusky; and

**WHEREAS**, Mr. Daley is the owner of The Mohawk Studio which supports a wide range of clients from individual musicians to bands and corporate customers and Dr. Davenport is the owner of the property located at 805 Wayne Street, a previously vacant structure, which will house The Mohawk Studio and a listening room concept; and

**WHEREAS**, in order to transform the property into space usable for this purpose, Dr. Davenport and Mr. Daley will facilitate buildout of the property including installation of ADA building access and bathrooms, ceiling repairs, electrical upgrades, the addition of air conditioning, and aesthetic improvements; and

**WHEREAS**, it has been determined that the development of this property 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**, the Economic Development Incentive Committee met on August 8, 2017, and is recommending to approve a grant to HALO 1848, LLP, in the amount of \$15,000.00, in accordance with the Sandusky City Economic Development Programs, to assist with project costs for the purpose of furthering economic development efforts in the City; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Grant Agreement and allow the HALO 1848, LLP, to move forward with budgetary planning and facilitate rehabilitation; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with HALO 1848, LLP, for financial assistance through the Small Business Assistance Grant Program for the purpose of furthering economic development efforts in the City, 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 HALO 1848, LLP, and the Finance Director is directed to deliver to HALO 1848, LLP, a draft in the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) 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's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements;

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

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

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

Passed: August 28, 2017

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ 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 HALO 1848, LLP ("the Company"), an Ohio Limited Liability Partnership.

### WITNESSETH:

WHEREAS, the owners of the Company are Dr. John Davenport, General Partner and Shawn Daley, Limited Partner. Both Dr. Davenport and Mr. Daley are military veterans. Dr. Davenport served in decision making and command oriented capacities in the United States Air Force. In addition, he extensively renovated an 1879 inn on Catawba Island into a bed and breakfast which he operated until its sale in 2014. Mr. Daley is the owner of The Mohawk Studio which supports a wide range of clients from individual musicians to bands and corporate customers. Dr. Davenport has purchased the property at 805 Wayne Street ("the Property"), a previously vacant structure, which will house a listening room concept and recording studio. In order to transform the Property into space usable for this purpose, the Company owners will facilitate buildout of the Property including installation of ADA building access and bathrooms, ceiling repairs, electrical upgrades, the addition of air conditioning, and aesthetic improvements, herein after referred to as the "Project"; and

WHEREAS, to induce the Project, the City has agreed to provide economic incentive grants to the Company 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 development of the Property 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 up to \$15,000.00 to the Company (the "City Grant") toward the costs of the Project via a Small Business Assistance grant, payable upon completion of the Project. The City Grant will be expensed from the Economic Development Capital Projects account (#431-4070-53000). Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning and Zoning codes and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests

related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by September 30, 2018.

The City shall pay the City Grant by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 below.

**Section 2. Authority to Sign.**

The Company 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 Company 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 COMPANY: HALO 1848, LLP  
805 Wayne Street  
Sandusky, Ohio 44870

Attention: John Davenport

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.

**HALO 1848, LLP**  
an Ohio limited liability partnership

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

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.

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Director of Finance



## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Jeffrey R. Keefe, P.E.

Date: August 16, 2017

Subject: **Commission Agenda Item – Professional Design Services Agreement with CT Consultants, Inc. (CT) for McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Design**

**ITEM FOR CONSIDERATION:** Legislation for approval to enter into a Professional Services Agreement for the design of the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Design Project with CT Consultant, Inc. (CT).

**BACKGROUND INFORMATION:**

McCartney Road is currently in a poor condition. The last major improvements occurred approximately 30 years. With the area being close to the Bay, the drainage becomes dependent on the Sandusky Bay water surface, reducing the ditch and pipe flow capacities. This design includes a new storm drainage system and a new pump station that will pump down the storage volume for this tributary area. The new sewer will need to be designed prior to any roadway reconstruction.

CT Consultants, Inc. (CT) was the top ranked design firm to perform the design of the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Design based on the 2016 – 2017 Biennial Requests for Statements of Qualifications process. CT has the professional expertise and technical ability to perform the required tasks and additionally has extensive experience with the design aspects of this project. A final Scope of Services (SOS), dated August 2, 2017, is attached to the legislation as Exhibit "A".

**BUDGETARY INFORMATION:** The not to exceed cost for professional design services is \$49,850.00, and will be paid with Issue 8 funds from the Capital Projects Fund in the amount of \$22,675.00 and with Storm Water Funds in the amount of \$27,175.00.

**ACTION REQUESTED:** It is recommended that an ordinance for a professional design services contract for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Design Project in the amount of \$49,850.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to complete the design and proceed with the construction of this project during the 2017 construction season.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

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

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH CT CONSULTANTS, INC., OF MENTOR, OHIO, FOR THE MCCARTNEY ROAD RECONSTRUCTION, STORM SEWER AND STORM PUMP STATION DESIGN PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, McCartney Road is currently in poor condition with the last major improvement occurring approximately 30 years ago and the proposed McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Design Project involves the reconstruction of McCartney Road and includes a new storm drainage system and a new pump station; and

**WHEREAS**, CT Consultants, Inc. will be providing professional services for the design and preparation of construction drawings, specifications, and cost estimates for the McCartney Road improvements and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, CT Consultants, Inc. was selected as the top-ranked design firm for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Design Project through the 2016-2017 Biennial Request for Statements of Qualifications (SOQ) for Services process based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks as they have extensive experience with the design aspects of the project; and

**WHEREAS**, the cost of the professional design services is \$49,850.00 and will be paid with Issue 8 Funds from the Capital Projects fund in the amount of \$22,675.00 and with Storm Water Funds in the amount of \$27,175.00; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to complete the design and proceed with the construction of the project during the 2017 construction season; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with CT Consultants, Inc., of Mentor, Ohio, for Professional Design Services for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Design Project, substantially in the same form as attached to this Ordinance,



marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Forty Nine Thousand Eight Hundred Fifty and 00/100 Dollars (\$49,850.00).

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

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

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

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

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

Passed: August 28, 2017

AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES

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

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

Project Name:	McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Design
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	CT Consultants
Contact:	Douglas L. Tober, P.E.
Address:	8150 Sterling Ct. Mentor, OH 44060

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2.1. General**

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

## **ARTICLE 3. ADDITIONAL SERVICES**

### **3.1. General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **5.2. Reimbursable Expenses**

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

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

## **5.3. Basis of Compensation**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of forty-nine thousand eight hundred and fifty dollars (\$49,850.00) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

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

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

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

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

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

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

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

### **6.1. Insurance**

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

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

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

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

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

## **6.2. Indemnification**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## **8.2. Remedies**

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

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

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

## **9.5. Extent of Agreement**

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

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

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

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

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

## **9.6. Governing Law**

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

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

## **9.7. Notices**

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (440) 951-9000. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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

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

CT Consultants

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

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

CITY OF SANDUSKY, OHIO

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

Eric L. Wobser  
City Manager

CERTIFICATE OF FUNDS

In the matter of:                      McCartney Road Storm Sewer & Roadway Improvements

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

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

CITY OF SANDUSKY, OHIO

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

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

\_\_\_\_\_  
Amount



August 2, 2017

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

**Re: *McCartney Road, Margaretta Township to Barrett Road  
Storm Sewer and Roadway Improvements  
City of Sandusky, Erie County***

Dear Mr. Klein:

In response to your request, CT is pleased to submit this letter proposal and attached terms and conditions to provide Professional Services for the referenced storm sewer and roadway improvement project.

The following is our understanding of the anticipated tasks for the referenced project. Should additional tasks or efforts be required to fulfill your needs, we reserve the right to mutually amend this agreement and costs as needed.

#### **BASIC SCOPE OF SERVICES**

1. Review available City of Sandusky and Margaretta Township data, Hancock field surveys dated 01/04/17, pavement information, public records and information pertaining to existing storm water, roadway, and other applicable standards, codes and public records.
2. Contact and coordination with regulatory agencies, public utilities and private utility companies serving the area, available plans, maps and any future improvements.
3. Supplemental field topographic pick up surveys, verification, final base mapping and observations of the existing roadway and adjacent areas. We propose to subcontract this to John Hancock & Associates.
4. Pavement work will consist of proposed in-place pulverizing and recycling and asphalt surface course. Any existing pavement information will be provided by the City.

Mr. Aaron M. Klein, P.E.  
City Engineer  
City of Sandusky  
August 2, 2017  
Page Two



5. Project management, coordination and attendance at meetings with City, Erie County Engineer and Township to discuss and coordinate the proposed improvements. We estimate three (3) meetings should be sufficient.
6. Design and details for one pump station package plan bidding and improved outlet to an existing ditch. Electrical services is adjacent to the proposed location and backup generator hookup will be included.
7. Preliminary and final design, construction drawings, specifications, and cost estimates for the proposed storm sewer improvements, pump station package plant, existing ditch widening and sanitary sewer manhole relining.
8. Preliminary and final design, construction drawings, specifications and cost estimates for the proposed pavement improvements. All work and improvements will be within existing roadway right of way. No new right of way or easements are anticipated
9. No public meetings, attendance or presentations are anticipated.
10. No work or improvements are anticipated at the existing railroad tracks.
11. No subsurface utility investigations, soils or geotechnical services are anticipated.
12. City standard and supplemental specifications and bid documents will be provided and supplemented with the project description, scope of work, City and project details and bid tab including pay items, description and quantities.
13. One (1) hard copy and electronic copy of the construction drawings and bid documents will be provided to the City.
14. It is our understanding the City will advertise, bid, and award the project. We will respond to Contractor questions and clarification during the bidding process and assist the City in evaluating the bids.
15. Construction engineering and administration are beyond the scope of services.



Mr. Aaron M. Klein, P.E.  
City Engineer  
City of Sandusky  
August 2, 2017  
Page Three



#### **FEE AND BILLING**

Our understanding for the basic services will be provided for a lump sum amount of \$49,850.

#### **CLOSURE**

If you concur with these terms and conditions and wish us to proceed with the aforementioned work, please sign and return one (1) copy of this Agreement and initial a copy of the Standard Terms and Conditions. Upon receipt of this Agreement, CT can proceed with the work.

Should you have any questions or require additional information, please feel free to contact me.

Respectfully,

**CT CONSULTANTS, INC.**

Douglas L. Tober, P.E.  
*Regional Manager*

DLT/saa

cc: Tim Lannon, P.E., Manager Municipal Services

Attachments: Terms and Conditions - Six (6) Pages

M:\PROPOSAL\2017\Sandusky\Mccartney Road Storm Sewer And Roadway Improvements\_P170594\1707xxxmccartney Road (City Of Sandusky Proposal)\DLT.Docx

#### **ACCEPTED BY:**

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Date

---

Witness

Date

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## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

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

To: Eric Wobser, City Manager

From: Jeffrey Keefe, P.E.

Date: August 2, 2017

Subject: **Commission Agenda Item –OPWC Application, Round 32**

**ITEM FOR CONSIDERATION:** A Resolution approving the submission of one application to participate in the Ohio Public Works Commission (OPWC) Round 32 State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP) and to execute contracts as required. The application is for:

McCartney Road, Church St (S) and Ward St, and portions of Niagara St (N) and Church St (N) Reconstruction Project

**BACKGROUND INFORMATION:** McCartney Road from the west corporation line east to Barrett Road is a rural section of road with single family homes on both the north and south side of the roadway. Muirwood Village Apartments is located on the far west end and consists of 200 units. The residents consist of seniors, and smaller families. There are approximately 17 students that use buses to and from school. There are approximately 16 trips up/and down McCartney each day. It also provides life and safety services access to residents in this area to Firelands Regional Medical Center. Sandusky Fire Department made 38 EMS calls and 9 Fire calls from this area in 2016.

We attempted to figure out a way to complete these reconstructions. Depending on the section of McCartney or the other listed sections, the streets are considered to be in serious to poor condition. Analyzing the scoring and ranking structure for the OPWC application, we feel that the most points will be granted due to its roadway designation, the amount of daily traffic (and access to Muirwood Village Apartments), and the overall poor condition of the roadway.

We feel this is our best opportunity to leverage funds and stretch Capital dollars to their maximum. The plan is to pulverize the existing asphalt surface and subbase. This process is called Cement Stabilization of soil, and is done by mixing in place pulverized soil and portland cement with water and compacting the mix to attain a strong base material. The material obtained by mixing soil and cement is known as soil-cement. The soil cement becomes a hard and durable structural material as the cement hydrates and develops strength.

After the soil stabilization and grading is completed, we will install 3" of asphalt intermediate and surface course for a smooth driving surface.

If awarded, the project would be constructed during the second half of 2018 since funds would not become available until July. If funds are not awarded from OPWC, the entire project would be from Capital Funds in the FY18 budget. This is the same funding source we used on Campbell Street, Caldwell PH 2 and Fifth Street.

**BUDGETARY INFORMATION:** There is no cost to submit the application. Notification of award would be in December 2017 giving sufficient time to plan resurfacing dollars by the City's CY2018 budget process. If awarded, any matching funds required would be incorporated into the 2018 budget. The cost of this project is

estimated to be around \$350,000.00 and we are requesting a 50/50 split; the cost to the city would be \$175,000. The application will be written to maximize the amount of points received increasing the possibility of award based on grant money requested versus available capital funds.

**ACTION REQUESTED:** It is recommended that the authorization for preparation and submittal for OPWC Round 32 applications be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to submit this Application Package to OPWC representative by the Sept 8, 2017 deadline.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron M. Klein, P.E.  
Director

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

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

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION BY THE CITY MANAGER FOR FINANCIAL ASSISTANCE AND TO ENTER INTO A PROJECT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION IN ORDER TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AUTHORIZED BY CHAPTER 164 (AID TO LOCAL GOVERNMENT IMPROVEMENTS) OF THE OHIO REVISED CODE FOR THE MCCARTNEY ROAD, CHURCH ST (S) AND WARD ST, AND PORTIONS OF NIAGARA ST (N) AND CHURCH ST (N) RECONSTRUCTION PROJECT; AND DECLARING THAT THIS RESOLUTION TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the proposed McCartney Road, Church St (S) and Ward St, and portions of Niagara St (N) and Church St (N) Reconstruction Project provides for pulverizing the existing asphalt surface and subbase by a process called Cement Stabilization of soil, which is done by mixing in place pulverized soil and portland cement with water and compacting the mix to attain a strong base material which is known as soil-cement, and includes the installation of three (3) inches of asphalt intermediate and surface course; and

**WHEREAS**, the estimated cost for the McCartney Road, Church St (S) and Ward St, and portions of Niagara St (N) and Church St (N) Reconstruction Project is \$350,000.00 with the City applying for \$175,000.00 in funding from the Ohio Public Works Commission; and

**WHEREAS**, a certified copy of the legislation approving the project is required by the governing body of the applicant; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the grant application and Resolution to be submitted to the Ohio Public Works Committee by the deadline of September 8, 2017; and

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

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

Section 1. This City Commission hereby approves the submission of an application for financial assistance with the Ohio Public Work's Commission's State Capital Improvement and/or Local Transportation Improvement Programs as provided in Chapter 164 of the Ohio Revised Code for the McCartney Road, Church St (S) and Ward St, and portions of Niagara St (N) and Church St (N) Reconstruction Project, authorizes and directs the City Manager to file the

application for assistance and authorizes and directs the City Manager and/or Finance Director to provide any necessary information and assurances and to execute appropriate project agreements if assistance is awarded by the Ohio Public Works Commission.

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

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

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

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

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

Passed: August 28, 2017



## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron Klein, Director

Date: August 15, 2017

**Subject: Commission Agenda Item – Venice Road Pump Station Channel Grinder Replacement**

**ITEM FOR CONSIDERATION:** Legislation authorizing the purchase of a CMD2410-XDS2 Upgrade Muffin Monster Channel Grinder at the Venice Road Pump Station located at the corner of Venice Road and Fremont Avenue.

**BACKGROUND INFORMATION:** The channel grinder serves an important role in preventing large debris from entering the wastewater pump station that would further damage the large, expensive pumps. The existing channel grinder at the Venice Road wastewater pump station was installed in 2008. The manufacturer recommends replacing channel grinders every five years due to the depreciation on moving parts that run constantly. Recently, the gearbox has started making a loud noise that may indicate that the internal parts are failing, causing great concern for major failures that could interrupt the sanitary collection system.

There are only two manufacturers of channel grinders in the industry and both were contacted for pricing. After extensive research, it was determined that one of the two available channel grinders was incompatible with the existing system constraints. The Muffin Monster is the same manufacturer as the existing channel grinder, whereas the other equipment will not fit without major modifications to the lift station. The Muffin Monster channel grinder will be purchased through JWC Environmental, as per the attached Fixed Price Quote dated July 17, 2017, who is the sole source provider of Muffin Monster grinders. This will ensure existing components are compatible and a warranty can be issued. To save costs, the existing motor will be reused and installation of all equipment will be performed by the sewer maintenance division. Quick purchase and install could reduce the potential for untimely damage that may require overtime to get the station back up and running.

This lift station is scheduled to be upgraded in 2018 to allow for additional capacity. The design engineer has affirmed that new equipment will be compatible with that future expansion.

**BUDGETARY INFORMATION:** The total cost for the purchase of a CMD2410-XDS2 Upgrade Muffin Monster channel grinder from JWC Environmental is \$21,783.00 and paid with Sewer funds.

**ACTION REQUESTED:** It is recommended that the purchase of a CMD4010-XDS2 Upgrade Muffin Monster channel grinder in an amount not to exceed \$21,783.00 from JWC Environmental of Santa Ana, CA be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to receive and install the grinder as soon as possible to ensure future demands are met.

I concur with this recommendation:

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Eric Wobser  
City Manager

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



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

**Customer:**

Venice Road Pump Station  
Sandusky, OH 44870  
419-656-9683  
Todd Gibson Jr tgibsonjr@ci.sandusky.oh.us

**Quote Number:** 39698

**Quote Date:** 07/17/2017

**Terms:** Net 30 Days

**Pricing:** Valid 60 Days

**FOB:** Origin

**Lead Time:** 4-6 wks ARO/price includes  
shipping and handling - round  
trip

**Grinder Serial #:** 104679-1-1

**Project:** Venice Road Pump Station

**All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.**

Part Number	Description	Qty	Unit Price	Extended Price
EVAL_CA	CMD2410-XDS2.0 Upgrade Return Expected Return Grinder SN: 104679-1-1	1	\$0.00	\$0.00
CMD2410-XDS2.0	CMD2410-XDS2.0-WR Upgrade 17T Serrated Cam Cutters with Knurled Spacers 1:1 Stack Hardened Alloy STL BUNA-N Elastomers Cork & Rubber Gaskets Vertical Shaft Support with Grease Line Motor Type: Imm Less 40' (12awg) Cable Less Motor Less Reducer New Spool Delta P Side Rails With 1/2in Perforated Drum Paint Hunter Green Epoxy  Grinder SN: TBD  Wipe Ready Monster Upgrade includes: Patented 17T Wipes Ready Cutters and Spacers for 2D Cutting Patented Optimized Cut Control Gearing Patented Delta P Side Rails	1	\$21,783.00	\$21,783.00



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2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

UC-SA	Upgrade Return Santa Ana	1	\$0.00	\$0.00
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\*\*\*\*\*

UPGRADE RETURN

Please return your old unit within 30 days  
to activate the Warranty on your  
Cutter Cartridge.

Return equipment to:

\*\*\*\*\*

JWC Environmental  
2600 South Garnsey Street  
Santa Ana, CA 92707

Shipping	Shipping & Handling	1	\$0.00	\$0.00
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*Please verify serial number is correct.*

<b>Sub Total</b>	<b>\$21,783.00</b>
<b>Tax</b>	
<b>Total</b>	<b>\$21,783.00</b>

**Notes:**

1. Please fax or mail a purchase order for the total amount and we can process your order.  
Please include the following:  
Billing Address, Ship to Address, and sales tax exemption certificate.
  2. Please reference our quote number on your purchase order.
  3. Availability of parts are subject to change at any time.
  4. 20% restocking fee on all returns.
  5. Sales tax is not included in price.
  6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
  7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
- VERONICA

**Thank-You for your Business!**

**JWC Environmental LLC**  
**Veronica Hernandez**  
**Customer Service**





Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order.

Quote #: 39698

Bill To Name & Address:

Ship To Name & Address:

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

PO# \_\_\_\_\_

Payment terms: Net 30    FOB: Origin

Please select a shipping method:

☐ Prepay & Add to Invoice

☐ Collect    Account #: \_\_\_\_\_

Carrier: \_\_\_\_\_

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 549-4007

Email [servicesales@jwce.com](mailto:servicesales@jwce.com)

Credit cards:

☐ I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Call Customer Service at (800) 331-2277 for credit card processing.

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

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



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

## **JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

### **PAYMENT TERMS**

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

### **DELIVERY**

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

### **PRICES**

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

### **RETURNS**

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

### **LIMITED WARRANTY**

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

### **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES**

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

### **CONFIDENTIAL INFORMATION**

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

### **CANCELLATION AND DEFAULT**

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

### **CHANGES IN PRODUCTS**

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

### **APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY**

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

### **ASSIGNMENT**

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty"



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

#### **EXCLUSIVE TERMS AND CONDITIONS**

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS FOR THE PURCHASE OF A MUFFIN MONSTER CHANNEL GRINDER FOR THE VENICE ROAD PUMP STATION FROM JWC ENVIRONMENTAL OF SANTA ANA, CALIFORNIA, IN THE AMOUNT OF \$21,783.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the existing channel grinder at the Venice Road Pump Station was installed in 2008 and the manufacturer recommends replacing channel grinders every five years due to the depreciation on moving parts that run constantly; and

**WHEREAS**, the channel grinder serves an important role in removing large debris from entering the wastewater pump station, further damaging the large expensive pumps and recently the gearbox started making a loud noise that may indicate that the internal parts are failing, causing concern for major failures that could interrupt the sanitary collection system; and

**WHEREAS**, there are only two (2) manufacturers of channel grinders in the industry and after extensive research, it was determined that only the Muffin Monster is compatible with the existing system constraints and it is the same manufacturer of the existing channel grinder and therefore it is necessary to purchase the Muffin Monster channel grinder CMD2410-XDS2 through JWC Environmental of Santa Ana, California, who is the sole source provider of Muffin Monster grinders; and

**WHEREAS**, the cost for the purchase of the Muffin Monster Channel Grinder is \$21,783.00 and will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to purchase and replace the grinder as soon as possible to ensure future demands are met; 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 and/or Finance Director is authorized and directed to expend funds for the purchase of a Muffin Monster Channel Grinder, CMD2410-XDS2, for the Venice Road Pump Station from JWC Environmental of Santa Ana, California, at an amount **not to exceed** Twenty One Thousand Seven Hundred Eighty Three 00/100 Dollars (\$21,783.00).

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

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

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

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

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

Passed: August 28, 2017



## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5829  
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[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: August 18, 2017

Subject: **Commission Agenda Item – Chapter 943 Backflow Prevention and Cross-Connection Control**

**ITEM FOR CONSIDERATION:** Legislation repealing section 939.50 Backflow Prevention Devices of Chapter 939 Water Regulations & Rates of the Codified Ordinance and creating Chapter 943 Backflow Prevention and Cross-Connection Control of the Codified Ordinances.

**BACKGROUND INFORMATION:** To protect the health and well-being of all water users and the integrity of the water distribution system, the supplier of water, which is the City of Sandusky, is required by Ohio Revised Code to conduct periodic surveys of water users' premises. These surveys determine whether there are cross-connections and examine the degree of hazard to the public water system to ensure adequate backflow devices are in-place.

The proposed Backflow Prevention and Cross-Connection Control Ordinance will allow the City to conduct surveys of residential, commercial and industrial buildings to assure customers are meeting the code and not creating a hazard of cross-connections in the water lines. In addition to the survey, property owners must have their backflow devices tested every twelve months by a certified backflow tester/installer, a copy of the report will be given to the City and examined for compliance. This new Chapter will be effective on January 1, 2018.

Notifications with contact information will be sent to each customer that is affected.

**BUDGETARY INFORMATION:** There is no budgetary impact. Any fees collected will be deposited to the City Water account. Invoices will be sent to each affected customer by Customer Accounting in the Finance Department.

**ACTION REQUESTED:** It is recommended that legislation be approved repealing section 939.50 and adopting Chapter 943 of the City's Codified Ordinances.

I concur with this recommendation:

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Eric Wobser  
City Manager

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

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

AN ORDINANCE AMENDING PART NINE (STREETS, UTILITIES, AND PUBLIC SERVICES CODE), TITLE THREE (UTILITIES), BY THE REPEAL OF SECTION 939.50 (BACKFLOW PREVENTION DEVICES) AND THE ADDITION OF CHAPTER 943 (BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL) OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

**WHEREAS**, the City of Sandusky as an operator of a public water system is required to develop and implement a backflow prevention and cross-connection control 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. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 939 (Water Regulations and Rates), of the Codified Ordinances of the City be amended by the repeal of Section 939.50 (Backflow Prevention Devices) as follows:

**~~939.50 BACKFLOW PREVENTION DEVICES~~**

~~(a) If, in the judgment of the Inspector of Plumbing, an approved backflow prevention device is necessary for the safety of the public water system, the Inspector of Plumbing will give notice to the water consumer to install such an approved device immediately. The water consumer shall, at his or her own expense, install such an approved device at a location and in a manner approved by the Inspector of Plumbing and shall have inspections and tests made of such approved devices as required by the Inspector of Plumbing.~~

~~(b) No person, firm or corporation shall establish or permit to be established or maintain or permit to be maintained any connection whereby a private, auxiliary or emergency water supply other than the regular public water supply of the Municipality of Sandusky may enter the supply or distributing system of said Municipality, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the Inspector of Plumbing and by the Ohio Environmental Protection Agency.~~

~~(c) It shall be the duty of the Inspector of Plumbing to cause surveys and investigations to be made of industrial and other properties served by the public water supply where actual or potential hazards to the public water supply may exist. Such surveys and investigations shall be made a matter of public record and shall be repeated as often as the Inspector of Plumbing shall deem necessary.~~

~~(d) It shall be the responsibility of the owner/consumer to conduct periodic surveys of water use practices on the consumer's premises to determine whether there are actual or potential cross-connections to the water system. The owner/consumer shall be responsible for immediately notifying the Inspector of Plumbing when actual or potential cross-connections are discovered. The owner~~

~~of the premises is solely responsible for insuring that the plumbing inside the buildings is in compliance with the Ohio Plumbing Code.~~

~~(e) The Inspector of Plumbing shall have the right to enter at any reasonable time any property served by a connection to the public water supply or distribution system of the Municipality for the purpose of inspecting the piping system or systems thereof. On demand the owner, lessees or occupants of any property so served shall furnish to the Inspector of Plumbing any information which he may request regarding the piping system or systems or water use on such property. The refusal of such information, when demanded, shall, within the discretion of the Inspector of Plumbing, be deemed evidence of the presence of improper connections as provided in this section.~~

~~(f) The Inspector of Plumbing is hereby authorized and directed to discontinue, after reasonable notice to the owner thereof, the water service to any property wherein any connection in violation of the provisions of this section is known to exist, and to take such other precautionary measures as he may deem necessary to eliminate any danger of contamination of the public water supply distribution mains. Water service to such property shall not be restored until such conditions shall have been eliminated or corrected in compliance with the provisions of this section.~~

~~(g) The use of any approved backflow prevention device at the water service connection does not in any way affect or eliminate the need for individual fixture devices, or air gaps as required by the Ohio Plumbing Code.~~

~~(h) Guidelines for the Cross Connection Control Program of the City of Sandusky will be on file and be made available in the Building Department, Division of Plumbing.~~

~~(i) A fee shall be charged for surveys made by the Inspector of Plumbing in accordance with subsection (c) hereof; said fee to be charged for all non-residential surveys and on an hourly basis at a rate of twenty five dollars (\$25.00) per hour with a minimum of one hour charge per visit.~~

~~(1980 Code 51.80)~~

Section 2. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), of the Codified Ordinances of the City be amended by the addition of new Chapter 943 (Backflow Prevention and Cross-Connection Control) as follows:

**NEW CHAPTER 943  
BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL**

- 943.01 Purpose.**
- 943.02 Responsibility.**
- 943.03 Definitions.**
- 943.04 Water System.**
- 943.05 Policy.**



- 943.06 Where Protection is Required.
- 943.07 Type of Protection Required.
- 943.08 Backflow Prevention Devices.
- 943.09 Installation, Repair and Maintenance.
- 943.10 Booster Pumps.
- 943.99 Penalty.

**943.01 PURPOSE.**

The purpose of this Chapter is to:

(a) Protect the public potable water supply of the City of Sandusky from the possibility of contamination or pollution by isolating within the customer's internal distribution system(s) or the customer's private water system(s) such contaminants or pollutants that could backflow or back siphon through the service connection into the public water system.

(b) Promote the elimination or control of existing cross-connections, actual or potential, between the customer's potable water system(s) and non-potable water systems, plumbing fixtures, and sources or systems containing process fluids.

(c) Provide for the maintenance of a continuing program of cross-connection control that will systematically and effectively prevent the contamination or pollution of all potable water systems.

**943.02 RESPONSIBILITY.**

(a) The responsibility for cross-connection control rest jointly with the water supplier, the water consumer, and the regulatory agencies. The regulatory agencies include the Ohio Environmental Protection Agency, the Ohio Department of Commerce, the local health department, and the Building Department. Each has specific responsibilities and each must carry out its phase of a coordinated program in order to obtain cross-connection control.

(b) Cross-connection control may be divided into two areas of protection. One is the protection of public potable water system, which is the responsibility of the Water Services Superintendent. The other is the protection of the consumer's potable water system, which is the responsibility of the customer-owner of the premises. The regulatory agencies have the basic responsibility of promulgating and enforcing laws and regulations for the protection of both the public potable water system and the consumer's water system.

(c) The Water Services Superintendent shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If, in the judgment of said Water Services Superintendent, an approved containment backflow-prevention assembly is required at the customer's water service connection for the safety of the water system, the Water Services Superintendent, or his/her designated agent, shall

give notice in writing to said customer to install such an approved containment backflow-prevention assembly(s) at specific location(s) on his/her premises. The customer shall immediately install such approved assembly(s) at his/her own expense; and, failure, refusal, or inability on the part of the customer to install, have tested, and maintain said assembly(s) shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.

(d) The Plumbing Inspector and Building Department shall be responsible for promulgating and enforcing laws and regulations for the protection of both the public potable water system and the consumer's water system. The protection shall be from contamination or pollution due to the backflow of contaminants or pollutants originating from the consumers building, facility or property. If, in the judgment of the Plumbing Inspector, an approved isolation backflow-prevention assembly is required in the customer's water system for the safety of the customers and/or public water system, the Plumbing Inspector and/or his designated agent shall give notice in writing to said customer to install such an approved backflow-prevention assembly(s) at specific location(s) on his/her premises. The customer shall install such approved assembly(s) at his/her own expense within thirty (30) days from notification of the violation by certified mail and/or personal delivery.

#### **943.03 DEFINITIONS.**

(a) **AIR GAP SEPARATION** means the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood level rim of the receptacle.

(b) **APPROVED** means that a backflow prevention device or method has been accepted by the supplier of water and the director as suitable for the purposed use.

(c) **AUXILIARY WATER SYSTEM** means any water system on or available to the premises other than the public water system. These auxiliary water systems shall include used water, process fluids, or water from a source other than the public water system, such as wells, lakes, or streams, or water from another public water system.

(d) **BACKFLOW** means the flow of water or other liquids, mixtures, or substances into the distributing pipes of a potable water supply from any source other than the intended source of the potable water supply.

(e) **BACKFLOW PREVENTER** means any assembly, device, method, or type of construction intended to prevent backflow into a potable water system. Where backflow prevention device is used in other rules of this Chapter (OAC 3745-95), this definition applies.

(f) **CERTIFIED TESTER/INSTALLER** means any individual licensed by the State as a Certified Backflow Tester and Installer.

(g) **CONSUMER** means the owner or person in control of any premises supplied by or in any manner connected to a public water system.

(h) **CONSUMER'S WATER SYSTEM** means any water system, located on the consumer's premises, supplied by or in any manner connected to a public water system. A household plumbing system is considered to be a consumer's water system.

(i) **CONTAINMENT PRINCIPLE BACKFLOW PREVENTER** - A backflow preventer that is installed in a consumer's water system that is intended to contain the water within the premises to prevent any polluted or contaminated water from backflowing or backsiphoning into the public water system. Typically, the containment principle backflow preventer is placed at the service connection, unless placement is otherwise specified by rule herein.

(j) **CONTAMINATION** means an impairment of the quality of water by sewage or process fluid or waste to a degree which could create an actual hazard to the public health through poisoning or through spread of disease by exposure.

(k) **CROSS-CONNECTION** means any arrangement whereby backflow can occur.

(l) **DEGREE OF HAZARD** is a term derived from an evaluation of the potential risk to health and the adverse effect on the potable water system.

(m) **DIRECTOR** means the director of the Ohio Environmental Protection Agency or his duly authorized representative.

(n) **DOUBLE CHECK VALVE ASSEMBLY** means an assembly composed of two single, independently acting, check valves including tightly closing shutoff valves located at each end of the assembly and suitable connections for testing the water- tightness of each check valve.

(o) **HEALTH HAZARD** means any condition, device, or practice in a water system or its operation that creates, or may create, a danger to the health of users.

(p) **INTERCHANGEABLE CONNECTION** means an arrangement or device that will allow alternate but not simultaneous use of two sources of water.

(q) **NON-POTABLE WATER** means water not safe for drinking, culinary, or personal use.

(r) **PERSON** means the state, any political subdivision, public or private corporation, individual, partnership, or other legal entity.

(s) **POLLUTION HAZARD** means the presence of any foreign substance in the water that degrades the water quality so as to constitute a hazard or impairs the usefulness of the water, however does not create an actual public health hazard, but does adversely affect waters for domestic use.

(t) **POTABLE WATER** means water which is satisfactory for drinking, culinary, and domestic use and meets the requirements of the Ohio Environmental Protection Agency.

(u) **PREMISES** means any building, structure, dwelling, or area containing plumbing or piping supplied from a public water system.

(v) **PROCESS FLUIDS** means any fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration such as would constitute a pollutional, system, health or severe health hazard if introduced into the public water system or portion of a consumer's water system. This includes, but is not limited to:

- (1) Polluted or contaminated waters;
- (2) Process waters;
- (3) Used waters originating from a public water system which may have deteriorated in sanitary quality;
- (4) Cooling waters;
- (5) Contaminated natural waters taken from wells, lakes, streams, or irrigation systems;
- (6) Chemicals in solution or suspension;
- (7) Oils, gases, acids, alkalis, and other liquid and gaseous fluids used in industrial or other processes, or for firefighting purposes.

(w) **PUBLIC WATER SYSTEM** has the same meaning as in Section 6109.01 and 6109.02 of the Ohio Revised Code.

(x) **REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY** means an assembly containing a minimum of two independently acting check valves together with an automatically operated pressure differential relief valve located between two check valves. During normal flow and at the cessation of normal flow, the pressure between these two checks shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the check valves at less than the supply pressure. The unit must include tightly closing shutoff valves located at each end of the device, and each device shall be fitted with properly located test cocks.

(y) **SERVICE CONNECTION** means the terminal end of a service line from the public water system. If a meter is installed at the end of the service, then the service connection means the downstream end of the meter.

(z) **SUPPLIER OF WATER** means the owner or operator of a public water system.

(aa) **SYSTEM HAZARD** means a condition posing an actual or potential threat of damage to the physical properties of the public water system or a potable consumer's water system.

(bb) **POLLUTIONAL HAZARD** means a condition through which an aesthetically objectionable or degrading material, not dangerous to health, may enter the public water system or a potable consumer's water system.

(cc) **USED WATER** means any water supplied by a supplier of water from a public water system to a consumer's water system after it has passed through the service connection and is no longer under the control of the supplier.

(dd) **YARD HYDRANT** means a device that is located outside of a building, equipped with a valved mechanism that controls delivery of potable water, and is not designed to supply a fire department pumper.

**943.04 WATER SYSTEM.**

(a) The water system shall be considered as made up of two parts: the public water system and the customer's system.

(b) The public water system shall consist of the source facilities and the distribution system, and shall include all those facilities of the water system under the complete control of the Water Services Superintendent, up to the point where the customer's system begins, which is the outlet side of the meter. The water supplier does, however, have the responsibility to protect the public potable water system and therefore has the authority to require a containment assembly(s) to be installed inside the building on the consumer's side of the meter. This device shall not, however, extend the responsibility of the water supplier to the outlet side of the backflow prevention device. The consumer will be solely responsible for the line past the outlet side of the meter and for the installation and maintenance of the backflow prevention assembly(s) as required by the Water Services Superintendent.

(c) The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the public distribution system.

(d) The public distribution system shall include the network of conduits used for the delivery of water from the source to the customer's system.

(e) The customer's system shall include those parts of the facilities beyond the service connection which are used in conveying water from the public distribution system to points of use.

(f) The use of any approved backflow prevention device at the water service connection does not in any way affect or eliminate the need for individual fixture devices, or air gaps as required by the Ohio Plumbing Code (isolation backflow prevention devices), nor shall the presence of an isolation device necessarily negate the need for a containment device.

**943.05 POLICY**

(a) No water service connection to any premises shall be installed or maintained where actual or potential cross-connections to the public potable or consumer's water system may exist unless these cross-connections are

controlled to the satisfaction of the Water Services Superintendent. Service of water to any premises shall be discontinued by the water supplier if a backflow-prevention assembly required by this Backflow Prevention Ordinance is not installed, tested, and maintained, or if it is found that a backflow prevention assembly has been removed or bypassed, or if an unprotected cross-connection exists on the premises, or if the minimum pressure sustaining method required pursuant to 943.06 of this Ordinance is not installed and maintained in working order. Service will not be restored until such conditions or defects are corrected. Water turn on fee shall be charged pursuant to section 939.10.

(b) No person shall install or maintain a connection between a public water system or consumer's water system and an auxiliary water system unless the auxiliary water system, the method of connection and the use of such system have been approved by the Water Services Superintendent and by the Director of the EPA as required by section 6109.13 of the Revised Code.

(c) It shall be the duty of the Water Services Superintendent, or his/her designee, and Plumbing Inspector to cause surveys and investigations to be made of industrial and other properties served by the public water supply where actual or potential hazards to the public water supply may exist. Such surveys and investigations shall be made a matter of public record and shall be repeated as often as the Water Services Superintendent or Plumbing Inspector shall deem necessary.

(d) The consumer's system should be open for inspection at all reasonable times to authorized representatives of the Water Department and Plumbing Inspector to determine whether actual or potential cross-connections exist. When such a condition becomes known, the Water Services Superintendent shall deny or discontinue service, after reasonable notice to the occupants, to the premises by providing for a physical break in the service line until the customer has corrected the condition(s) in conformance with state/provincial and city statutes relating to plumbing and water supplies and the regulations adopted pursuant thereto.

(e) A fee shall be charged for surveys made by the Water Purveyor or Plumbing Inspector in accordance with subsection 943.05(b) hereof; said fee to be charged for all non-residential surveys shall be a rate of twenty-five dollars (\$25.00) per hour with a minimum of one hour charge per visit. If additional work is required of City staff going above & beyond, including work performed after hours those charges shall be billed to the consumer.

(f) It shall be the responsibility of the Water Services Superintendent or his/her designee to conduct periodic surveys of water use practices on the consumer's premises to determine whether there are actual or potential cross-connections through which contaminants could backflow into either his or the public water system. The consumer shall be responsible for immediately notifying the Water Purveyor or Plumbing Inspector when actual or potential cross-connections are discovered. The consumer of the premises is solely responsible for ensuring that the plumbing inside the buildings is in compliance with the Ohio Plumbing Code.

(a) An approved backflow prevention assembly shall be installed on each service line to a customer's water system where, in the judgement of the Water Services Superintendent or the Director of the Ohio Environmental Protection Agency, actual or potential hazards to the public potable water system exist.

(b) An approved backflow prevention device shall be installed on each service line to a consumer's water system serving premises where the following conditions exist:

- (1) Premises having an auxiliary water system, unless such auxiliary system has been accepted as an additional source by both the Water Services Superintendent and the Director of the Ohio EPA.
- (2) Premises on which any substance is handled in such a fashion as to create an actual or potential hazard to the public potable water system. This shall include premises having sources or systems containing process fluids or waters originating from the potable water system which are no longer under the sanitary control of the Water Services Superintendent.
- (3) Premises having internal cross-connections that, in the judgment of the Water Services Superintendent, are not correctable, or intricate plumbing arrangements which make it impractical to determine whether or not cross-connections exist.
- (4) Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connection survey.
- (5) Premises having a repeated history of cross-connections being established or re-established.
- (6) Others specified by the Water Services Superintendent.

(c) An approved backflow prevention device shall be installed on each service line to a consumer's water system serving, but not necessarily limited to, the following types of facilities unless the Water Services Superintendent or the Director of the Ohio EPA determines that no actual or potential hazard to the public potable water system exists:

- (1) Hospitals, mortuaries, clinics, nursing homes, funeral homes;
- (2) Laboratories;
- (3) Piers, docks, waterfront facilities;
- (4) Sewage treatment plants, sewage pumping stations or storm water pumping stations;
- (5) Food or beverage processing plants;
- (6) Chemical plants;
- (7) Metal plating industries;
- (8) Petroleum processing or storage plants;
- (9) Radioactive material processing plants or nuclear reactors;
- (10) Car washes;

- (11) Other as specified by the Water Services Superintendent or Director of the Ohio EPA.

(d) An approved backflow prevention assembly shall be installed at any point of connection between the public potable or consumer's water system and an auxiliary water system, unless such auxiliary system is accepted as an additional source by the Water Services Superintendent and the source is approved by the Director of the Ohio EPA.

**943.07 TYPE OF PROTECTION REQUIRED.**

(a) The type of protection required under 943.06 (a), (b) and (c) of these rules and regulations shall depend on the degree of hazard which exists as follows:

- (1) An approved air gap separation shall be installed where the public water system may be contaminated with substances that could cause a severe health hazard;
- (2) An approved air gap separation or an approved reduced pressure principle backflow prevention assembly or an approved reduced pressure detector check assembly shall be installed where a public water system may be contaminated with any substance that could cause a system or health hazard;
- (3) An approved air gap separation, an approved reduced pressure principle backflow prevention assembly, an approved double check valve assembly or an approved double check-detector check valve assembly shall be installed where a public water system may be contaminated with any substances that could cause a pollutional hazard.

(b) The type of protection required under 943.06(d) of these rules and regulations shall be an approved air gap separation or an approved interchangeable connection.

(c) Where an auxiliary water system is used as a secondary source of water for a fire protection system, the provisions of 943.07 (b) for an approved air gap separation or an approved interchangeable connection may not be required, provided:

- (1) At premises where the auxiliary water system may be contaminated with substances that could cause a system or health hazard, or that contains additives (including food grade additives), the public water system or consumer's water system shall be protected against backflow by installation of an approved reduced pressure principle backflow prevention assembly (ASSE 1013 or 1047);
- (2) At all other premises, where the hazard would not be greater than a pollution hazard, and contains no additives, the public



water system or a consumer's water system shall be protected against backflow by installation of an approved reduced pressure principle backflow prevention assembly (ASSE 1013 or 1047), or an approved double check valve assembly (ASSE 1015 or 1048);

- (3) The public water system shall be the primary source of water for the fire protection system;
  - (4) The fire protection system shall be normally filled with water from the public water system;
  - (5) The water in the fire protection system shall be used for fire protection only, with no other use of water from the fire protection system downstream from the approved backflow prevention assembly.
  - (6) Ethylene glycol shall not be permitted in a fire protection system.
- (d) For a fire system that is not using an auxiliary water supply:
- (1) An approved double check valve assembly (ASSE 1015 or 1048) will be required. This assembly shall be installed immediately downstream of the main line valve inside the building.
  - (2) An approved reduced pressure principle assembly (ASSE 1013 or 1047) is required on the water supply line serving a fire system containing any additive, including propylene glycol, or which can be connected to an auxiliary water system.
  - (3) Where one service line provides both fire protection and domestic service to the building, two separate backflow devices will be required. The domestic service shall branch off upstream of the approved fire protection backflow assembly and shall be protected by a backflow prevention assembly approved by Water Services Superintendent.
  - (4) Where a backflow prevention assembly is installed within a fire protection system, all tests and overhauls shall be made by a Department of Commerce certified tester who is also certified by the State Fire Marshal to test fire protection backflow assemblies.

**943.08 BACKFLOW PREVENTION DEVICES.**

(a) Any backflow preventer required by these rules and regulations shall be of a model or construction approved by the Water Services Superintendent and the Director of the Ohio EPA and shall comply with the following:

- (1) An air gap separation, to be approved, shall be at least twice the diameter of the supply pipe, measured vertically above the rim of the vessel, but in no case less than one inch. It shall meet the requirements of OAC Rule 3745-95-06 of the Ohio Environmental Protection Agency.**
- (2) A double check valve assembly shall be approved by the Water Services Superintendent, and shall meet the requirements of OAC Rule 3745-95-04 of the Ohio Environmental Protection Agency. The design and construction of approved double check valve assemblies must conform to the requirements of the American National Standards Institute/American Water Works Association standard C510, or American Society of Sanitary Engineering standard 1015, or Canadian Standards Association standard B64.5, or Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California Specifications of Backflow Assemblies for Double Check Valve Assemblies.**
- (3) A double check detector check valve assembly shall be approved by the Water Services Superintendent, and shall meet the requirements of OAC Rule 3745-95-04 of the Ohio Environmental Protection Agency. The design and construction of approved double check detector check valve assemblies must conform to the requirements of the American National Standards Institute/American Society of Sanitary Engineering standard 1048, or Canadian Standards Association standard B64.5.1, or Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California Specifications of Backflow Assemblies for Double Check-Detector Assemblies.**
- (4) A reduced pressure principle backflow prevention assembly shall be approved by the Water Services Superintendent, and shall meet the requirements of OAC Rule 3745-95-04 of the Ohio Environmental Protection Agency. The design and construction of a reduced pressure principle assembly must conform to American National Standards Institute (ANSI) /American Water Works Association (AWWA) standard C511, or American Society of Sanitary Engineering standard 1013, or Canadian Standards Association standard B64.4 or Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California Specifications of Backflow Assemblies for Reduced Pressure Principle Assemblies.**
- (5) A reduced pressure principle-detector check backflow prevention assembly shall be approved by the Water Services Superintendent, and shall meet the requirements of OAC Rule 3745-95-04 of the Ohio Environmental Protection Agency. The design and construction of reduced pressure**

principle-detector check assemblies must conform to the requirements of the American National Standards Institute / American Society of Sanitary Engineering standard 1047, or Canadian Standards Association standard B64.4.1, or Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California Specifications of Backflow Assemblies for Reduced Pressure Principle-Detector Assemblies.

- (6) An interchangeable connection, to be approved, shall be a swing type connection or a four-way valve which unseats the plug, turns it ninety degrees and reseats the plug. Four-way valves shall not be used as stop valves but must have separate stop valves on each pipe connected to the valve. The drain port on the four-way valve shall have no piping connected and the threads or flange on this port shall be destroyed so that a connection cannot be made.

(b) Any existing device, previously approved by the Water Services Superintendent or the Director of the Ohio EPA, shall be exempt from the requirements of section 6.1, as long as this device will, to the satisfaction of the Water Services Superintendent, still protect the public water system. This device will be inspected, tested, and maintained as required by these regulations. Whenever the existing assembly is moved from the present location, requires more than minimum maintenance, or when the Water Services Superintendent finds that the maintenance constitutes a hazard to health, the unit shall be replaced by an approved backflow-prevention assembly meeting the requirements of this section.

#### **943.09      INSTALLATION, REPAIR AND MAINTENANCE.**

(a) Backflow prevention assemblies required by these regulations shall be installed at a location and in a manner approved by the Water Services Superintendent, or his/her designee, and at the expense of the water consumer. Any backflow prevention assembly required by 943.07 (b) and (c), shall be installed at a location and in a manner approved by the Director of the Ohio EPA as required by the Ohio Revised Code Section 6109.13.

(b) Wherever an actual or potential cross-connection exists, an approved backflow prevention assembly shall be installed on the service line to the consumer's water system on the consumer's side of the meter, as close to the meter as is practical (often immediately inside the building ), and prior to any other branch line leading off the main service line. The assembly shall be installed at the consumer's expense within ninety days from the date of notification that the assembly is required, unless an agreement is reached between the consumer and the Water Services Superintendent for an extension. Should the hazard be deemed high enough, these time periods may be shortened in order to protect the integrity of the public water system. Failure, refusal, or inability on the part of the consumer to install said assembly shall constitute grounds for discontinuing water service to the premises until said assembly has been properly installed.

(c) Pits or vaults shall be of water-tight construction, be located so as to prevent flooding, and shall be kept free of standing water using a sump and pump or a suitable drain. The sump or drain shall not be connected to a sanitary sewer so as to prevent flooding of the pit from reverse flow. An access ladder and adequate lighting shall be provided to permit maintenance, inspection, and testing of the backflow device. Pits or vaults may not contain a reduced pressure principle backflow device. A reduced pressure principle backflow device must be installed above ground level or floor level, whichever is higher.

(d) On any premises where it has been deemed necessary to install a backflow prevention assembly, it shall be the consumer's responsibility to have inspections, tests, and overhauls made on such assembly. All assemblies, including air gap separations, reduced pressure principle assemblies, double check valve assemblies, pressure vacuum breakers, and interchangeable connections shall be inspected upon installation, and at least every twelve months thereafter. In cases where, in the judgment of the Water Services Superintendent or the Plumbing Inspector, the hazard is deemed great enough, inspections and tests may be required more frequently.

(e) Inspections of backflow prevention assemblies shall be made at the expense of the consumer, and shall be performed by the Water Services Superintendent, or his authorized representative. All tests and overhauls shall be made at the expense of the water consumer and shall be performed by a Department of Commerce certified tester/installer, approved by the Water Services Superintendent on an annual basis.

(f) Any backflow prevention assembly found to be defective shall be repaired, overhauled, or replaced by a Department of Commerce certified tester/installer at the expense of the water consumer without delay.

(g) The water consumer shall be responsible to maintain a complete record of each backflow preventer on the premises from purchase to date of retirement. These records shall be submitted to the Sandusky Customer Accounting office on an annual basis, along with a ten dollar (\$10) fee for all residential and commercial reports.

(h) Backflow prevention assemblies shall not be bypassed, made inoperative, removed, or in any way made ineffective without specific authorization by the Water Services Superintendent.

#### **943.10 BOOSTER PUMPS.**

(a) Booster pumps that are not intended to be used for fire suppression shall be equipped with a low-suction pressure cut-off designed to shut off the booster pump when the pressure in the service line on the suction side of the pump drops to ten pounds per square inch gauge or less.

(b) Booster pumps or fire pumps that are used for fire suppression and installed after August 8, 2008 shall be equipped with a minimum pressure-sustaining valve on the pump discharge, which throttles the discharge of the

pump when necessary to keep the suction pressure from dropping below ten pounds per square inch gauge.

(c) It shall be the duty of the water consumer to maintain the low pressure cut-off device and/or minimum pressure sustaining valve, in proper working order, and to certify to the Water Services Superintendent, at least once every twelve months that the minimum pressure sustaining method in place is operating properly.

**943.99 PENALTY.**

(a) Whoever violates any provision of this Chapter, in addition to any fees assessed under this Chapter, shall be guilty of a minor misdemeanor and shall pay a mandatory fine of \$100.00. Each day's violation shall constitute a separate offense.

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. This Ordinance shall be in full force and effect from and after January 1, 2018.

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

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

Passed: