



SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
MARCH 26, 2018
CITY HALL, 222 MEIGS STREET

INVOCATION	G. Lockhart
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	N. Twine, W. Poole, N. Lloyd, D. Murray, G. Lockhart, D. Brady & D. Waddington
APPROVAL OF MINUTES	March 12, 2018
AUDIENCE PARTICIPATION	
PRESENTATION	Abbey Bemis, Director Erie County Economic Development Corporation, 2017 Year in Review
PUBLIC HEARING	Casey Sparks, Chief Planner Proposed Zone Map Amendment for 301 Superior Street
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

SECOND READING

A. Submitted by Hank Solowiej, Finance Director

FY 2018 GENERAL APPROPRIATIONS/CITY BUDGET

ORDINANCE NO. _____: It is requested an ordinance be passed making general appropriations for the fiscal year 2018 and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

SECOND READING

B. Submitted by Greg Voltz, Assistant Planner

AGREEMENT WITH DESIGNING LOCAL FOR PUBLIC ART MASTER PLAN

Budgetary Information: The proposed agreement with Designing Local for professional services is to be \$39,925 and will be paid from the Public and Cultural Art & Acquisition fund referenced in Chapter 187.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with Designing Local, Ltd., of Columbus, Ohio, for the Public Art Master Plan.

C. Submitted by Maria Muratori, Development Specialist

AGREEMENT & ANNUAL PAYMENT TO ERIE COUNTY ECONOMIC DEVELOPMENT CORPORATION (ECEDC)

Budgetary Information: The city will provide ECEDC \$30,000 in 2018 for services rendered and programs offered. The \$30,000 is to be paid to ECEDC quarterly in 2018 with payments to occur on or around March 31, June 30, September 30 and December 15 of 2018.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with the Erie County Economic Development Corporation for certain economic development marketing services for calendar year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Hank Solowiej, Finance Director

ANNUAL SOFTWARE MAINTENANCE FEE PAYMENT TO SOFTWARE SOLUTIONS INCORPORATED

Budgetary Information: The total cost for the annual support fee is \$28,450. Of this amount, \$14,225 will be paid by the general fund, \$7,112.50 by the water fund and \$7,112.50 by the sewer fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to Software Solutions Incorporated of Lebanon, Ohio, for the annual software support fee for the period April 1, 2018 through March 31, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Amanda McClain, Housing Manager

ACCEPTING ELEVEN PARCELS INTO THE LAND BANK PROGRAM

Budgetary Information: The cost of these acquisitions will be approximately \$1,666.50 to pay for the title exams and transfer fees. The city will not collect the \$10,552.14 owed to the city in special assessments, nor will the taxing districts collect the \$25,983.65 owed in delinquent taxes. However, all of part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately \$13,109.80 per year.

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

F. Submitted by Kelly Kresser, Commission Clerk

NEW LIQUOR PERMIT

Budgetary Information: There is no budgetary impact for this item.

The city has received a Notice to Legislative Authority from the Ohio Division of Liquor Control for a **new C2 Liquor Permit (sales of wine and mixed beverages in sealed containers for carryout) from NOVA8561 LP dba Hy Miler, 3223 Venice Road**. It is requested the commission clerk be authorized to notify the Ohio Division of Liquor Control the city has no objection to this issuance.

G. Submitted by Angela Byington, Planning Director

AMENDMENT TO FUNDING SOURCE FOR JACKSON STREET PIER PROJECT

Budgetary Information: The proposed expenditure transfer will decrease the CDBG fund balance by \$146,043 and will increase the capital funds budget by \$146,043.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance #17-010, passed on January 23, 2017, authorizing and directing the City Manager to enter into an agreement with Osborn Engineering of Cleveland, Ohio, for professional design services for the Jackson Street Pier project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

H. Submitted by Matt Lasko, Chief Development Officer

AMENDMENT TO GRANT AGREEMENT WITH MICHAEL R. MEINZER ETAL

Budgetary Information: The city has not yet disbursed the \$10,400 in grant funds to the grantee from the Community Development capital projects fund. These funds will now be disbursed from the neighborhood initiative account. No additional funds are being disbursed above the originally approved \$10,400.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving an amendment to the grant agreement with Michael R. Meinzer ETAL, in relation to the property located at 745 Sycamore Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

I. Submitted by Aaron Klein, Director of Public Works

ENCROACHMENT FOR FENCE LOCATED AT 620 LASALLE STREET

Budgetary Information: There are no budgetary impacts to the city resulting for this legislation.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Norris J. and Demerle A. Gessinger, to provide for the use of a certain portion of the city's property, as described in the grant of a license for encroachment, for purposes of retaining an existing fence; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

J. Submitted by Hank Solowiej, Finance Director

SUBMERGED LANDS LEASE PAYMENT ON BEHALF OF CHESAPEAKE LOFTS

Budgetary Information: This submerged lands lease is payable by the City of Sandusky as the leaseholder. The Chesapeake Lofts Condo Association will reimburse the city for the cost of the lease. ODNR does not allow a sub-leaseholder to make a submerged lands lease payment on the city's behalf. Ordinance #17-174 was passed by the City Commission on September 11, 2017, approving payment for the periods of April 1, 2016 to March 31, 2017 and April 1, 2017 to March 31, 2018.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to make payment to the Ohio Department of Natural Resources, Office of Coastal Management for rental payment on submerged lands lease File #SUB-21198B-ER for the period of April 1, 2018, through March 31, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

SECOND READING

ITEM #1 - Submitted by Greg Voltz, Assistant Planner

PETITION TO CREATE DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

Budgetary Information: There is no budgetary impact in authorizing the City Manager to sign the Petition on behalf of the City of Sandusky.

RESOLUTION NO. _____: It is requested a resolution be passed approving the Petition and authorizing and directing the City Manager to execute the Petition for creation of the Downtown Sandusky Special Improvement District under Ohio Revised Code, Chapter 1710.

SECTION 13

ITEM #2 - Submitted by Casey Sparks, Chief Planner

PROPOSED AMENDMENT TO ZONE MAP FOR 301 SUPERIOR STREET

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

ORDINANCE NO. _____: It is requested an ordinance be passed amending the official zone map of the City of Sandusky to rezone Parcel #59-00889.000, located at 301 Superior Street from limited manufacturing to public facility and declaring that this ordinance shall take effect under suspension of the rules and in accordance with Section 13 of the city charter.

ITEM #3 - Submitted by Maria Muratori, Development Specialist

GRANT FUNDS TO MAROUS DEVELOPMENT GROUP, LLC FOR THE FEICK BUILDING (FROM CHESAPEAKE TIF FUNDS)

Budgetary Information: The city will be responsible for providing grant funds in an amount not to exceed \$1.3 million from the Chesapeake TIF, subject to the above conditions.

RESOLUTION NO. _____: It is requested a resolution be passed approving the city's intent to invest in the redevelopment of the Feick Building located at 158 – 160 East Market Street by granting funds up to \$1.3 million to Marous Development Group, LLC, using proceeds from the Chesapeake TIF fund; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 - Submitted by Maria Muratori, Development Specialist

GRANT FUNDS TO MAROUS DEVELOPMENT GROUP, LLC FOR THE FEICK BUILDING (SUBSTANTIAL DEVELOPMENT GRANT PROGRAM)

Budgetary Information: The city will be responsible for providing up to \$300,000 in grants from the economic development capital projects fund over a period of three years.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the maximum amount of \$300,000 through the substantial development grant program to Marous Development Group, LLC, in relation to the property located at 158 – 160 East Market Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 - Submitted by Maria Muratori, Development Specialist

GRANT TO RENAISSANCE TOO FOR PROPERTY LOCATED AT 125 EAST WATER STREET (SUBSTANTIAL DEVELOPMENT)

Budgetary Information: The city will be responsible for providing a total of \$90,000 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 \$90,000 through the substantial development grant program to Renaissance Too, LLC, in relation to the property located at 125 East Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 - Submitted by Maria Muratori, Development Specialist

GRANT TO RENAISSANCE TOO FOR PROPERTY LOCATED AT 125 EAST WATER STREET (HOUSING DEVELOPMENT & BEAUTIFICATION)

Budgetary Information: The city will be responsible for providing \$15,000 in grant proceeds from the Community Development capital projects account 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 Housing Development & Beautification grant program to Renaissance Too, LLC, in relation to the property located at 125 East Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 - Submitted by Maria Muratori, Development Specialist

AGREEMENT TO APPROVE GRANT AGREEMENT WITH ERIE COUNTY COMMUNITY FOUNDATION

Budgetary Information: The city will be responsible for providing a total of \$20,000 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 façade and signage grant in the amount of \$20,000 to the Erie County Community Foundation, in relation to the property located at 135 East Washington Row; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #8 - Submitted by John Orzech, Police Chief

SUBSCRIPTION MATERIAL AGREEMENT WITH LEXIPOL, LLC

Budgetary Information: The total cost for the policy management software is \$50,874. This includes a one-time fee of \$38,000 to provide full implementation of the policies along with a project manager, and an annual subscription cost of \$12,874. The costs will be paid from the Police Department's operating budget and continuing education reimbursement fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for use of subscription material with Lexipol, LLC, of Irvine, California, for the implementation and annual subscription for policy management software to be used by the Police Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #9 - Submitted by Hank Solowiej, Finance Director

AMENDMENT TO INCOME TAX ORDINANCE

Budgetary Information: There is no budgetary cost associated with adopting this ordinance.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part One (Administrative Code), Title Nine (Taxation), Chapter 192 (Income Tax), Section 192.03 (Imposition of Tax), 192.05 (Annual Return; Filing), and the addition of new Section 192.28 (Election to be subject to R.C. 718.80 to 718.95) of the Codified Ordinances in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #10 - Submitted by Aaron Klein, Director of Public Works

DISPOSAL OF MILAN ROAD PEDESTRIAN BRIDGE

Budgetary Information: There is no cost to the city for this declaration and it is understood at this time that all demolition costs would be borne by Norfolk Southern.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of the Milan Road pedestrian bridge at the Norfolk Southern Railway tracks as having become unnecessary and unfit for city use pursuant to Section 25 of the city charter; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #11 - Submitted by Maria Muratori, Development Specialist

ACCEPTING RECOMMENDATIONS OF TAX INCENTIVE REVIEW COUNCIL

Budgetary Information: Some of the agreements require both or either annual monitoring fee payments and city compensation payments. For 2017 agreements, the city is to receive a combined \$4,195.58 in monitoring fee payments and \$1,161.26 in city compensation payments. All funds are to be deposited into the general fund.

RESOLUTION NO. _____: It is requested a resolution be passed accepting and approving the City of Sandusky Tax Incentive Review Council's recommendations regarding current taxation agreements; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

AUDIENCE PARTICIPATION

Open discussion on any item (5 minute limit)

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

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

Tuesday, March 27 at 5 p.m.

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

YouTube: https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWWTQ



CITY COMMISSION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

CITY OF SANDUSKY CITY COMMISSION NOTICE OF PUBLIC HEARING

The City of Sandusky Ohio City Commission will conduct a "Public Hearing" during the course of their meeting on Monday, March 26, 2018 at 5:00 p.m. in the 1st floor conference room, City Building, 222 Meigs Street, Sandusky, Ohio to consider the following:

1. An amendment to the Zoning Map for the rezoning of 301 Superior Street, Parcel #59-00889.000. The applicant has applied to rezone the property from "LM"/ Light Manufacturing to "PF"/ Public Facility.

Further details and information with respect to the above may be obtained during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) from the Planning Department, City Building, 222 Meigs Street, Sandusky, Ohio, 419-627-5715. All persons interested in or affected by this request will have the right and opportunity to be heard at this meeting.

Casey Sparks
Chief Planner
Sandusky Register
2/27/18

ORDINANCE NO. _____

AN ORDINANCE MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in accordance with Section 14 of the City Charter, an Ordinance appropriating money may be passed as an emergency; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to comply with State Law, which requires that the 2018 Calendar Year Operating Budget be passed by the City Commission no later than March 31, 2018; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the 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. There shall be and hereby are appropriated out of any funds now in the treasury and any accruing revenues of the City available for said purposes, the values set forth below for the payment of all expenses and obligations of the City during fiscal year 2018, for the various purposes hereinafter specified.

Section 2. The amounts appropriated for the various purposes hereinafter set forth shall, in no event, be exceeded unless the City Commission shall by Ordinance authorize a transfer from one appropriation account to another, or shall appropriate additional unappropriated funds:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
POLICE PATROL	4,679,043	342,245	5,021,288
POLICE RECORDS	163,026	205,216	368,242
POLICE RESERVES	164,385	3,500	167,885
FIRE	4,763,745	396,300	5,160,045
STREET LIGHTING	-	265,000	265,000
OAKLAND CEMETERY	352,806	61,565	414,371
COMMUNITY DEVELOPMENT	910,800	123,225	1,034,025

PAGE 2 - ORDINANCE NO. _____

CITY WIDE ECON DEVELOPMENT	-	30,000	30,000
BUILDING DIVISION	243,427	63,000	306,427
HORTICULTURAL SERVICES	1,105,552	331,875	1,437,427
JACKSON ST PIER	-	1,000	1,000
CITY MANAGER	137,994	18,000	155,994
ADMINISTRATIVE SERVICES	80,018	25,725	105,743
FINANCE	124,742	22,155	146,897
INCOME TAX	71,581	391,650	463,231
DATA PROCESSING CENTER	151,208	244,650	395,858
LAW	303,869	41,219	345,088
CITY COMMISSION	26,609	4,455	31,064
CITY COMMISSION CLERK	45,989	1,440	47,429
MUNICIPAL COURT	992,865	52,000	1,044,865
BUILDING MAINTENANCE	315,611	289,435	605,046
ENGINEERING	336,833	46,800	383,633
FLEET MAINTENANCE	244,162	109,620	353,782
ADMINISTRATIVE SUPPORT	-	877,700	877,700
TRANSFERS:			
STREET FUND	-	208,346	208,346
TRANSIT FUND	-	200,000	200,000
PARKS & RECREATION FUND	-	426,950	426,950
POLICE PENSION FUND	-	499,204	499,204
PAYROLL STAB FUND	-	75,000	75,000
CAPITAL ECONOMIC DEV FUND	-	500,000	500,000
CAPITAL COMMUNITY DEV FUND	-	300,000	300,000
CAPITAL STREETS/RIGHT OF WAY FUND	-	985,000	985,000
CAPITAL PARKS & REC FUND	-	325,000	325,000
CAPITAL FLEET/VEHICLES/EQUIPMENT FUND	-	145,000	145,000
CAPITAL PLANNING/SPECIAL PROJECTS/PUB ART FUND	-	45,000	45,000
CAPITAL PUBLIC ART COMMISSION FUND	-	42,500	42,500
FIRE PENSION FUND	-	677,781	677,781
BOND RETIREMENT FUND	-	421,924	421,924
SPECIAL ASMNT BOND RETIREMENT FUND	-	10,333	10,333
GENERAL FUND	<u>15,214,265</u>	<u>8,809,813</u>	<u>24,024,078</u>
STREETS	975,120	313,800	1,288,920
SNOW & ICE REMOVAL	-	75,000	75,000
TRAFFIC & ELECTRICAL MNTC	134,516	198,630	333,146
STREET FUND	<u>1,109,636</u>	<u>587,430</u>	<u>1,697,066</u>
ST HIGHWAY FUND	54,000	26,000	80,000
2017 PUBLIC TRANSIT	9,456	167,067	176,523
2018 PUBLIC TRANSIT FUND	116,686	2,179,062	2,295,748
TRANSIT FUND	<u>126,142</u>	<u>2,346,129</u>	<u>2,472,271</u>
PAPER DISTRICT MARINA PAVILION	-	23,700	23,700
	-	2,300	2,300

PAGE 3 - ORDINANCE NO. _____

MILLS CREEK GOLF COURSE	102,000	117,900	219,900
RECREATION DEPARTMENT	337,000	135,050	472,050
BOAT LAUNCH RAMP	-	25,000	25,000
PARKS & RECREATION FUND	439,000	303,950	742,950
FIRE PENSION FUND	763,442	52,428	815,870
POLICE PENSION FUND	597,560	39,733	637,293
POLICE	-	2,000	2,000
UNDERGROUND STORAGE GRANT	-	27,000	27,000
LANDBANK	-	40,000	40,000
CHIP GRANT	-	50,000	50,000
HOME PROGRAM	-	10,000	10,000
REVOLVING LOAN-ECO DEV	25,000	50,000	75,000
DRC-PROBATION SERVICES	40,000	10,000	50,000
STATE GRANTS FUND	65,000	189,000	254,000
POLICE JAG	-	6,000	6,000
POLICE BULLETPROOF VESTS	-	7,000	7,000
EMS	-	220,000	220,000
BROWNFIELD GRANT - ASSESSMENT	-	156,000	156,000
BROWNFIELD GRANT - REMEDIATION	-	150,000	150,000
HUD CDBG	220,000	400,000	620,000
FEDERAL GRANTS FUND	220,000	939,000	1,159,000
INDIGENT DRIVER ALCOHOL TRT FUND	-	107,000	107,000
ENFORCEMENT & EDUCATION FUND	-	5,000	5,000
COURT COMPUTER FUND	10,000	25,000	35,000
INDIGENT TELEPHONE FUND	-	1,000	1,000
COURT PROBATION FUND	95,000	10,000	105,000
PAYROLL STAB FUND	145,000	-	145,000
CAPITAL - SECURITY OF PERSONS & PROP	-	45,000	45,000
CAPITAL – HEALTH	-	5,000	5,000
CAPITAL – LEISURE	-	5,000	5,000
CAPITAL – COMMUNITY	-	5,000	5,000
CAPITAL – TRANSPORTATION	-	340,000	340,000
CAPITAL - GENERAL GOVERNMENT	-	200,000	200,000
TOTAL CAPITAL IMPROVEMENT FUND	0	600,000	600,000
POLICE PATROL	-	50,000	50,000
EMS	50,000	2,200,000	2,250,000
PUBLIC ART COMMISSION FUND	-	42,500	42,500
SCHADE/MYLANDER PLAZA	-	5,000	5,000
SANDUSKY BAY PATHWAY	-	500,000	500,000

PAGE 4 - ORDINANCE NO. _____

LIONS PARK BEACH	-	125,000	125,000
WATERFRONT CORRIDOR	-	25,000	25,000
SAND BAY STRATEGIC RESTORATION INITIATIVE	-	200,000	200,000
SANDUSKY BAY INITIATIVE	-	700,000	700,000
COMMUNITY DEVELOPMENT	-	393,000	393,000
ECONOMIC DEVELOPMENT	-	756,000	756,000
NEIGHBORHOOD INITIATIVE	-	900,000	900,000
CAMP ST UNDERPASS	-	100,000	100,000
WESTEND OVERPASS	-	350,000	350,000
STREET PROJECTS	-	1,000,000	1,000,000
CAPITAL STREETS/RIGHT OF WAY FUND	-	1,245,000	1,245,000
CAPITAL PARKS & REC FUND	-	325,000	325,000
CAPITAL FLEET/VEHICLES/EQUIPMENT FUND	-	145,000	145,000
CAPITAL PLANNING/SPECIAL PROJECTS/PUB ART FUND	-	45,000	45,000
SHORELINE DRIVE PROJECT	-	500,000	500,000
JACKSON ST PIER PROJECT	-	350,000	350,000
TRANSIT CAPITAL	-	38,000	38,000
DATA PROCESSING	-	100,000	100,000
MUNI COURT	25,000	50,000	75,000
CITY HALL RELOCATION	-	500,000	500,000
PAPER DISTRICT	-	1,400,000	1,400,000
WAYFINDING/LANDING PROJECTS	-	600,000	600,000
AMTRACK STATION UPGRADES	-	10,000	10,000
JUSTICE CENTER	-	50,000	50,000
FLEET MAINTENANCE	-	25,000	25,000
CAPITAL PROJECTS FUND	75,000	12,729,500	12,804,500
TAX INCREMENT FUND	-	20,000	20,000
PP REMOVAL UNSAFE BLDGS	-	10,000	10,000
NUISANCE REMOVAL	2,000	20,000	22,000
RENTAL REGISTRATION FEE	240,000	30,000	270,000
INSPECTION FEE	-	35,000	35,000
ADMIN FEE	-	5,500	5,500
SPECIAL ASSESSMENT FUND	242,000	100,500	342,500
FIRE STA. #1 RELOCATION	-	249,188	249,188
SCHADE/MYLANDER PLAZA	-	16,223	16,223
LIBRARY LEVY	-	437,609	437,609
ERI-SANDUSKY STREETScape	-	73,866	73,866
COL AVE UNDERPASS IMP	-	4,463	4,463
LANE ST IMPR	-	14,848	14,848
ST-REMINGTON	-	5,357	5,357
BUTLER ST RAMP	-	9,645	9,645
ERI - AMTRAK STATION	-	10,815	10,815
POL/COURT/LAW RENOVATION	-	18,008	18,008
DEBT SERVICE-BONDS	-	798,200	798,200
BOND RETIREMENT FUND	0	1,638,222	1,638,222

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URBAN RENEWAL TEMP REV BOND FUND	-	431,655	431,655
SPECIAL ASMNT BOND RETIREMENT FUND	-	295,333	295,333
CAO	173,033	42,445	215,478
BIWW FILTRATION PLANT	1,456,792	1,259,759	2,716,551
WATER DISTRIBUTION DEPT	980,378	494,215	1,474,593
ADMINISTRATIVE SUPPORT	700,000	247,500	947,500
EQUIPMENT REPLACEMENT	-	425,000	425,000
BIWW BUILDING IMPROVEMENTS	-	1,000,000	1,000,000
PAC & BAY INTAKE REPLACEMENT	-	200,000	200,000
LINCOLN ST WATERLINE	-	125,000	125,000
CEDAR POINT WATERLINE	-	200,000	200,000
GENERAL PLAN & WEST SIDE UTILITY	-	450,000	450,000
SHELDON'S MARSH INTAKE	-	100,000	100,000
CAPITAL OUTLAY	-	500,000	500,000
DEBT SERVICE-BASIC UTIL	0	1,788,412	1,788,412
WATER FUND	3,310,203	6,832,331	10,142,534
CAO	173,033	42,845	215,878
WATER POLLUTION CONTROL PLANT	1,721,084	1,477,065	3,198,149
SEWER MAINTENANCE DEPT	1,029,324	698,000	1,727,324
ADMINISTRATIVE SUPPORT	700,000	251,500	951,500
STORM WATER	-	195,000	195,000
WPC BUILDING IMPROVEMENTS	-	400,000	400,000
EQUIPMENT REPLACEMENT	-	425,000	425,000
LIFT & PUMP STATIONS	-	525,000	525,000
SEWER COLLECTIONS UPGRADE	-	500,000	500,000
GREEN INFRASTRUCTURE EVAL	-	50,000	50,000
GENERAL PLAN & WEST SIDE UTILITY	-	350,000	350,000
CP EJECTOR LIFT STATION	-	350,000	350,000
VENICE RD PUMP STATION	-	1,000,000	1,000,000
CAPITAL OUTLAY	-	400,000	400,000
DEBT SERVICE-BASIC UTIL	-	3,067,733	3,067,733
SEWER FUND	3,623,441	9,732,143	13,355,584
INTERNAL SERVICE FUND	-	4,300,000	4,300,000
POLICE	-	10,000	10,000
CONTRABAND TRUST FD	-	65,000	65,000
DRUG LAW ENFORCEMENT TRUST	-	45,000	45,000
FED FORFEITURE	-	33,000	33,000
FIRE	-	15,000	15,000
GREEN TRUST	-	2,000	2,000
FRIENDS OF THE GREENHOUSE	-	3,000	3,000
SAILING CLUB SCHOLARSHIP	-	10,000	10,000
PARK TRUST	-	6,500	6,500
UNCLAIMED FUNDS	-	500	500
GENERAL TRUST FUND	0	190,000	190,000

SHORELINE PARK IMPR	-	500	500
WASHINGTON PARK & GREENHOUSE	-	500	500
RED WAGON TRUST	-	500	500
FRED EPPLE TRUST	-	500	500
PARK ENDOWMENT FUND	0	2,000	2,000
OAKLAND CEMETERY DEPT	50,000	5,000	55,000
CHAPEL RESTORATION	0	3,000	3,000
GARDEN MAUSOLEUM	0	8,000	8,000
PERPETUAL CARE	0	2,000	2,000
SPECIAL CARE	0	2,000	2,000
MEMORIAL PLANTINGS	0	2,000	2,000
RIDGEVIEW COLUMBARIUM	0	8,000	8,000
CEMETERY ENDOW FUND	50,000	30,000	80,000
STATE PATROL TRANSFER FD	-	60,000	60,000
TOTAL ALL FUNDS	26,139,689	50,403,167	76,542,856

Section 3. 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 4. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

Section 6. That for the reasons set forth in the preamble hereto, this Ordinance 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: March 26, 2018



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Greg Voltz, Assistant Planner
Date: February 27, 2018
Subject: March 12, 2018 Commission Agenda Item – Agreement for Professional Services with Designing Local for implementation of the Sandusky Public Art Master Plan – Planning Project.

Item for Consideration: Legislation for approval to enter into an Agreement for Professional Services with Designing Local for implementation of the Sandusky Public Art Master Plan – Planning Project.

Background Information: The City issued a Request for Qualifications (RFQ) for a Public and Cultural Art Planning Firm to assist in the creation of a Public Art Master Plan for the City of Sandusky on December 22, 2017. The City issued a RFQ directly to three (3) firms, posted the RFQ on the City website, and advertised in the local newspaper.

The Sandusky Public Art Master Plan will include: assisting in the formation of the Public Arts and Culture Commission, identify opportunities throughout the city for art in the public realm as a way to improve the community, provide maps identifying locations of potential public art opportunities, set public art policies, identify potential funding sources beyond the “Public and Cultural Art and Acquisition Fund”, develop actions steps for public art and performing art that are achievable within 1-5 years as well as long-term initiatives, and more.

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

1. **Discovery:** The firm will research and document existing art and cultural assets as well as review the Comprehensive Plan, geographic distribution of cultural attributes and assets, Sandusky history, locations for future development projects in the city and assess trends in Arts and Culture Planning and Placemaking paying special attention to cities of similar size and character. Designing Local will also meet with city staff for a day of orientation and tour of the city, design a detailed schedule of the timeline for the Public Art Master Plan and design a project website.
2. **Community Input Gathering:** The firm will determine existing attitudes and perceptions, opportunities and challenges to creating the Public Art Master Plan for the City of Sandusky through stakeholder and small group meetings. Designing Local will then determine the optimal method and process for community engagement that will be highly interactive and inclusive, and will lead to a minimum of three public meetings. Designing Local will assist in creation, marketing, and facilitating of the meetings, as well as assist in collaborating with staff during these meetings.

3. Synthesize Ideas and Define Strategy: The firm will articulate a common vision for Sandusky based upon the public workshops and stakeholder meetings. The plan will contain goals and actions steps for Public Art that are achievable within 3-5 years, as well as long term initiatives.
4. Initial Recommendations: The firms will present outlines and graphic elements of the plan, present the draft master plan to the advisory committee, community stakeholders and City Staff. The firm will finalize the recommendations and create the final Public Art Master Plan and develop outreach materials to communicate the process and outcomes of the Public Art Master Plan.
5. Final Review and Recommendation: The firm will present the final draft of the Public Art Master Plan to City Commission and the Sandusky Public in a minimum of one public meeting.

Firm Selection: Request for Qualifications were requested directly from three (3) firms that were qualified to perform the work, as well as posted the RFQ on the City website, and advertised in the local newspaper. A selection committee was formed to score the only two (2) submittals received. Both firms were scored, and interviewed. Based upon the firm’s experience, professional expertise, past performances, and overall understanding of the project, the committee selected Designing Local as the most qualified to perform the work.

Budgetary Impact: The proposed agreement with Designing Local for professional services is to be \$39,925.00 and will be paid from The Public and Cultural Art and Acquisition Fund (“PAAAF”) referenced in Chapter 187.

Action Requested: It is requested that the City of Sandusky enter into an agreement with Designing Local for the Sandusky Public Art Master Plan – Planning Project.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington, AICP
Department of Community Development

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH DESIGNING LOCAL, LTD., OF COLUMBUS, OHIO, FOR THE PUBLIC ART MASTER PLAN.

WHEREAS, this City Commission adopted new Chapter 187 (Public Arts and Culture Commission) of the Codified Ordinances by Ordinance No. 18-004, passed on January 8, 2018, for the purpose to administer, promote, facilitate, and oversee the creation of public art projects that will promote the cultural heritage and artistic development of the City, enhance the City's character and identity, contribute to economic development and tourism, add warmth, dignity, beauty and accessibility to public spaces, and expand the experience and participation of citizens with visual arts, and in addition, created a Public and Cultural Art and Acquisition Fund (PCAAF) for authorized expenditures which will be funded on an annual basis with general funds based on a formula for establishing the budget of the PCAAF; and

WHEREAS, one of the duties of the Public Arts and Cultural Commission is to prepare, maintain, and update a Public Art Master Plan which identifies locations for public art in the City and identifies specific performing arts venues or locations for development; and

WHEREAS, the City issued a Request for Qualifications for a public and cultural art planning firm to assist in the creation of a Public Art Master Plan in which two (2) submittals were received, evaluated and ranked by a selection committee and then the committee interviewed each firm and based upon the firm's experience, professional expertise, past performances, and overall understanding of the project, it was determined Designing Local, Ltd., was the most qualified; and

WHEREAS, the cost of the professional services is \$39,925.00 and will be paid with Public and Cultural Art and Acquisition Funds (PCAAF); 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. The City Manager is authorized and directed to enter into an agreement with Designing Local, Ltd., of Columbus, Ohio, for Professional Services for the creation of the Public Art Mater Plan, 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** Thirty nine Thousand Nine Hundred Twenty Five and 00/100 Dollars (\$39,925.00).

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 shall take effect at the earliest time allowed by Law.

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

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

Passed: March 26, 2018 (effective after 30 days)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
SANDUSKY, OHIO AND DESIGNING LOCAL, LTD. FOR CONSULTING
SERVICES FOR DEVELOPMENT OF A PUBLIC ART MASTER PLAN**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2016, by and between the CITY OF SANDUSKY, a municipal corporation, hereinafter referred to as “**CITY**,” and Designing Local, LTD., a professional planning firm, hereinafter referred to as “**CONSULTANT**.”

RECITALS

WHEREAS, CITY desires to retain a qualified consulting firm to assist the City with the development of the Sandusky Public Art Master Plan; and

WHEREAS, CITY has determined that CONSULTANT possesses the skills, experience and certifications required to provide the services required by the CITY; and

WHEREAS, CONSULTANT is an independent consultant providing similar professional services to numerous other cities; and

WHEREAS, CITY desires to retain CONSULTANT to provide professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises identified herein, the parties mutually agree as follow:

1. SCOPE OF SERVICES.

A. CONSULTANT. CONSULTANT shall assist the CITY by executing the following scope of services in a satisfactory and proper manner in accordance with requirements provided by the City Manager, or her designee. Services will include, but not be limited to, the items noted in CONSULTANT’S proposal Exhibit A

2. SCHEDULE. Services of CONSULTANT are to commence upon the execution of this Agreement and shall continue in full force and effect until it is terminated. CONSULTANT shall meet the completion date as indicated on Exhibit A.

3. TERM. The term of this Agreement shall continue in full force and effect for a period of 12 months. The term of this Agreement may be extended as agreed upon, in writing, by CONSULTANT and CITY.

4. COMPENSATION. CONSULTANT will perform the work outlined above and will invoice CITY upon completion of the project. CONSULTANT’s total compensation, including reimbursed expenses, for the services set forth for the Contract shall not exceed \$50,000 as outlined in Exhibit A.

A. Compensation. The compensation shall be paid to CONSULTANT based on the following hourly rates guide:

Amanda Golden	\$125/hour
Joshup Lapp	\$100/hour
Support Staff	\$75/hour

The total contract value is anticipated not to exceed \$40,000.

B. Method of Payment. As a condition precedent to any payment to CONSULTANT under this Agreement, CONSULTANT shall submit monthly to the CITY a statement of account which clearly sets forth the designated items of work for which the billing is submitted.

CITY shall review CONSULTANT's monthly statement and pay CONSULTANT for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements. Payment will be made according to the CITY's standard Payment Schedule and Terms.

5. OWNERSHIP OF WORK. All documents furnished to CONSULTANT by CITY and all reports and supportive data prepared by CONSULTANT by this Agreement are CITY's property, for the exclusive use of the CITY, shall be given to CITY at the completion of CONSULTANT services.

6. COMPLIANCE WITH LAW. CONSULTANT shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. CONSULTANT represents to CITY that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT shall maintain a City of Sandusky Business License.

7. INSURANCE. CONSULTANT shall procure and maintain for the duration of the contract insurance as described in Exhibit B against claims for injuries to persons or damages to property with may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agent, representatives, employees or subcontractors.

8. RELATIONSHIP BETWEEN THE PARTIES. CONSULTANT is, and at all times shall remain, an independent contractor, not an agent or employee of the CITY. CONSULTANT shall be solely responsible for all acts of its employees, agents or sub-consultants, including any negligent acts or omissions. CONSULTANT shall have no authority to act on behalf of the CITY or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. As an independent contractor, CONSULTANT shall not be entitled to any benefit, right or compensation from the CITY other than those provided for in this Agreement.

9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall defend at its own defense through counsel approved by CITY, indemnify and hold harmless CITY, its officers, representatives, agents and employees, volunteers against any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses and expenses, including without limitation, reasonable attorneys' fees, to the extent arising or resulting directly or indirectly from all acts or omissions to act of CONSULTANT or CONSULTANT'S officers, assistants, subcontractors, employees or agents rendering services under this agreement, including all claims relating to the injury or death of any person or damage to any property, excluding, however, such liability, claims, losses, damages, or expenses arising from CITY'S gross negligence or willful misconduct.

10. TERMINATION OF AGREEMENT. Notwithstanding any other provision of this Agreement, the CITY may terminate this Agreement without cause at any time upon giving ten days written notice to CONSULTANT. In the event of such a termination, CONSULTANT shall be entitled to any compensation owed for services rendered up to the effective date of termination.

11. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing it mailed as provided in this section.

CITY: City of Sandusky

CONSULTANT: Designing Local
Amanda Golden
87 N 20th Street
Columbus, OH 43203

12. PARTIAL INVALIDITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.

14. NO IMPLIED WAIVERS. The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

15. ASSIGNMENT. The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. CONSULTANT, therefore, shall not assign, delegate, nor transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of CITY. Any assignment of any right or obligation or subcontracting of any work without CITY consent shall be void and of no effect.

16. TAXES. CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold CITY harmless from any liability which it may incur to the United States of America or the State of Ohio as a consequence of CONSULTANT'S failure to pay, when due, all such taxes and obligations. In the event CITY is audited for compliance regarding withholding or other applicable taxes, CONSULTANT agrees to furnish CITY with proof of payment of taxes on these earnings.

17. NONDISCRIMINATION. CONSULTANT shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) or the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital

status, or sexual orientation.

18. DEFAULT. In the event CONSULTANT fails to provide the services set forth in this Agreement due to the fault of CONSULTANT, CITY shall have the right to either do the work itself or hire an outside contractor to perform those services.

19. VENUE. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Erie, Ohio.

20. CONSTRUCTION. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation or law.

21. AMENDMENT. This Agreement constitutes the complete and exclusive statement of the Agreement to CITY and CONSULTANT. It may be amended or extended from time-to-time by written agreement of the parties hereto.

22. INTEGRATION. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged.

23. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.

24. IN WITNESS WHEREOF, the CITY and CONSULTANT have executed this Agreement as of the date first above written.

APPROVED AS TO CONTENT:

City Manager

APPROVED AS TO FORM:

City Attorney

AGREED:

Name 1

Name 2

CONSULTANT:

Amanda Golden
Managing Principal

EXHIBIT B INSURANCE

CONSULTANT shall provide his insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **NAME**

Minimum Scope of Insurance Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 0001 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000 (or \$2,000,000)** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering , Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy, with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, part or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days’ prior written notice (10 days for non-payment) has been given to the City.

Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies. If any of the required policies provide claims-made coverage: The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the contract work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PROPOSED WORK PLAN

This section outlines the team's proposed approach. It is fully expected that refined additions will be discussed with staff and, ultimately, become the final scope of services.

Task 1: DISCOVERY (ASSESSMENT OF EXISTING PROGRAMS AND FACILITIES)

1.1 Research and document an inventory of existing art and cultural assets. The team will work with staff to determine what current cultural destinations and attributes are revered and valued. The team will be familiar with the following:

- Sandusky Comprehensive Plan
- Geographic distribution of cultural attributes and assets
- Sandusky history
- Locations for future development projects in the City
- National assessment of conditions and trends in Arts and Culture Planning and Placemaking, paying special attention to cities of similar size and character both locally and nationally.

1.2 Discover the City of Sandusky The Team will meet with the staff for an intense orientation. This is anticipated to be a full day session and include a tour of the city, highlighting existing art, cultural, and historic destinations throughout the city. A staff person will be expected to lead this tour.

1.3 Design a work plan and detailed schedule of the overall timeline for the creation of the Public Art Master Plan. This will address the work of the staff and consultants and timing of any meetings. This will be refined and monitored by both the staff and the team project manager.

1.4 Design a project website. The team will create a project website or a webpage on an existing site that will allow the public to be engaged throughout the Public Art Master Planning process. The website or webpage will include information on events, images from public engagement events, images for inspiration, an online survey, and any other relevant information to the planning process.

TASK 1 DELIVERABLES

- Work plan and overall timeline of the project
- Project website/webpage
- Stakeholder List

Task 2: COMMUNITY INPUT GATHERING (PUBLIC OUTREACH AND PARTICIPATION)

2.1 Determine existing attitudes and perceptions, opportunities and challenges to creating the Public Art Master Plan for the City of Sandusky. Upon completion of Task 1, the team will meet with stakeholders to listen and learn about the City. Stakeholder meetings may take place in one on one or group sessions. During this series of meetings, the team will determine an internal vision and will discuss the plan for fulfilling the vision.

Please note that references to "staff" mean the city-designated project manager and personnel and the "team" means Designing Local team members.

ASSUMPTIONS OF STAFF

- This approach will be converted to a detailed scope of work finalized in collaboration with the staff that will address coordination among the City of Sandusky staff and advisory committee.
- Staff will assist in obtaining any documents and data.
- Staff will act as a liaison with the appropriate legislative bodies.
- Staff will coordinate document review and supply edits or approvals in a timely manner.
- Staff will assist with securing locations for meetings, events, and workshops.
- Staff will assist in marketing public workshops to the public through city channels and other local opportunities.

ASSUMPTIONS OF THE TEAM

- The team will be prepared to have work sessions and project updates at minimum, every two weeks with staff via telephone or in person.
- The team will attend all meetings as needed and required and will prepare meeting summaries for staff, including a monthly progress report for the City Manager as requested.
- The team will prepare presentation materials in suitable formats for all public meetings.
- The team will take the lead on facilitating all public meetings.
- The team will respond in a timely manner to any and all questions from the public and staff.
- The team will serve as a liaison between the City, Departments within the city, and community stakeholders.
- The team will brief city leadership on plan recommendations, as requested.
- The team will provide all tools for data collection including but not limited to questionnaires, surveys, etc.

Sandusky Public Art Master Plan Proposal

2.2 Determine optimal method and process for community engagement opportunities.

The team will work with the staff and advisory committee to design and facilitate a series of workshops. These events will be highly interactive and inclusive and yield essential insight to craft a narrative about Sandusky and the values of the community. A minimum of three public meetings will be facilitated.

a: Create. The team will work with staff to design the specific details for each workshop, including specific engagement activities, necessary background research, and essential products.

b: Market. The team will assist with promoting the workshops, including developing the design of all marketing materials. The team will utilize the Arts Community, neighborhood organizations, and the city to promote the workshops within their networks.

c: Facilitate. The team will lead and facilitate an informative and engaging program.

d: Collaborate. Staff will play an active role in the workshops and the team anticipates consulting them at key parts of the program.

TASK 2 DELIVERABLES

- Public workshop series and materials
- Public engagement summary report

TASK 3: SYNTHESIZE IDEAS AND DEFINE STRATEGY

3.1 Articulation of a common vision for Sandusky. Based on the public workshops and stakeholder meetings, the team will extract the story Sandusky wants to tell to the outside world. This narrative, the “essence framework”, in addition to any existing plans, will become the foundation on which the Public Art Master Plan is built. The plan will contain goals and action steps for Public Art that are achievable within 3-5 years, as well as long-term, 10 and 20 year initiatives. It is understood that the objectives of the plan may be subject to change during the planning process.

The Public Art Master Plan will cover the following topics (in no particular order):

- A vision for Public Art that captures Sandusky’s desired sense of place and incorporates implementable objectives;
- Unified goals, themes, and arts elements;
- Assist in the formation of the Public Arts and Culture Commission;
- Opportunities throughout the whole city for art in the public realm as a way to improve the community;
- Opportunities throughout the whole city for performing arts, including live music in the community;
- Specific locations of potential public art opportunities;
- Recommended public art policies;
- Funding Opportunities for all recommendations;
- Summary of research, findings, and community outreach results;

3.2 Develop a strategy to gain community consensus for the Plan. The team will work to determine the tools and information needed to create the basis for community-wide consensus building.

TASK 3 DELIVERABLES

- Draft Public Art Master Plan elements
- Community outreach strategy and execution

TASK 4: INITIAL RECOMMENDATIONS

4.1 Present outline and graphic elements of the plan. The team will present the structure and components of the Public Art Master Plan, including design concepts and format to staff. Staff will play an integral role in selecting graphic elements of the final plan. A list of proposed education and PR materials for public consumption will be included.

4.2 Present draft master plan to the advisory committee, community stakeholders and City Staff. The team will provide the advisory committee, community stakeholders and City Staff with recommendations and will solicit final comments to gauge the level of support and feedback for any plan changes. The team will also educate the newly formed Public Arts and Culture commission, staff, and project stakeholders about the process of implementing recommendations in the respected departments.

4.3 Creation of the final Public Art Master Plan. The team will finalize the plan based on feedback from the advisory committee, community stakeholders, staff, and elected officials.

4.4 Outreach Materials. The team will develop education and PR materials that will communicate the process and outcomes of the Public Art Master Plan for consumption.

TASK 4 DELIVERABLES

- Presentation of initial recommendations to community stakeholders and City Staff
- Outreach materials
- Draft and Final Public Art Master Plan

**All deliverables from all phases will be compatible with the City of Sandusky's software and all materials will become property of the City.*

TASK 5: FINAL REVIEW AND RECOMMENDATION

5.1 Presentation to City Council and Sandusky public. The team will present the final draft of the Public Art Master Plan in a minimum of one public meeting as requested by city administration and Council Representatives.

TASK 5 DELIVERABLES

- Final Public Art Master Presentation to City Council and public

SAMPLING OF CREATIVE PUBLIC ENGAGEMENT TOOL OPTIONS

- Pop-up Public Engagement meetings throughout the city
- Data collection through the use of hashtags on instagram and twitter
- Cocktails for Creativity, Brews for Blues, and Wine and Chat evenings are low key evenings with a loose agenda for public art discussion.
- Creativity over Coffee is a more intimate way to discuss community topics, this captures those who prefer the local coffee shop to the local bar.
- 2-3 day Charrettes that include a SWOT Analysis of possible art programming space
- Artist-led workshops that create a community piece
- Surveys distributed through mail, online and through social media.

PROPOSED SCHEDULE AND STAFFING

The following outlines a proposed schedule for the approach to the Public Art Master Plan described in the proposed work plan.

The proposed schedule, like the work plan, should be refined with input from staff.

TASK 1 DELIVERABLES

- Work plan and overall timeline of the project
- Project website/webpage
- Stakeholder List
- Staffing: Amanda Golden, Support Staff
- Timeline: February 2018-March 2018

TASK 2 DELIVERABLES

- Public Workshop Series
- Public Engagement Summary Report
- Staffing: Amanda Golden, Josh Lapp, Support Staff
- Timeline: March 2018 - June 2018

TASK 3 DELIVERABLES

- Draft Public Art Master Plan elements
- Community outreach strategy and execution
- Staffing: Amanda Golden, Support Staff
- Timeline: May 2018- July 2018

TASK 4 DELIVERABLES

- Presentation of initial recommendations to community stakeholders and City Staff
- Outreach materials
- Draft and Final Public Art Master Plan
- Staffing: Amanda Golden, Support Staff
- Timeline: July 2018 - August 2018

TASK 5 DELIVERABLES

- Final Public Art Plan Presentation to City Council and public
- Staffing: Amanda Golden, Josh Lapp, Support Staff
- Timeline: August 2018

**Note: All dates corresponding to tasks are general in nature and should be reviewed and finalized with Staff in contract negotiations.*

Sandusky Public Art Master Plan Proposed Budget

	Amanda Golden	Joshua Lapp	Support Staf	Associated Cost	Total Cost by Task
HOURLY RATE:	\$125	\$100	\$75		
TASK	HOURS			COST	
TASK 1: Discovery					\$ 6,850.00
1.1 Research and document existing inventory	5	5	10	\$ 1,875.00	
1.2 Discover the City of Sandusky	30			\$ 3,750.00	
1.3 Work plan and schedule	5			\$ 625.00	
1.4 Design project website			8	\$ 600.00	
TASK 2: Community Input Gathering					\$13,375.00
2.1 Determine existing attitudes	25	10		\$ 4,125.00	
2.2 Determine optimal method for engagement					
a. Create	5	5	10	\$ 1,875.00	
b. Market			10	\$ 750.00	
c. Facilitate	20	20		\$ 4,500.00	
d. Collaborate	10	5	5	\$ 2,125.00	
TASK 3: Synthesize Ideas and Define Strategy					\$ 4,075.00
3.1 Articulation of common vision	10	10	6	\$ 2,700.00	
3.3 Develop strategy to gain consensus		10	5	\$ 1,375.00	
TASK 4: Initial Recommendations					\$13,125.00
4.1 Present outline and graphic elements of the plan	15	5	10	\$ 3,125.00	
4.2 Present draft plan	15	5		\$ 2,375.00	
4.3 Creation of final plan	25	25	15	\$ 6,750.00	
4.3 Outreach materials	4		5	\$ 875.00	
TASK 5: Final Review and Approval					\$ 2,500.00
5.1 Presentation to City Council, stakeholders, and public	20			\$ 2,500.00	
TOTAL PERSONNEL CATEGORY HOURS	189	100	84	\$ 39,925.00	
TOTAL COST					\$39,925.00



Department of Community Development

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: March 14, 2018

Subject: Commission Agenda Item –Agreement between the City of Sandusky and the Erie County Economic Development Corporation (ECEDC) for calendar year 2018.

Items for Consideration: Legislation approving an Agreement to be entered into by the City with ECEDC for the provision of certain economic development and marketing services for calendar year 2018.

Background Information: ECEDC is a regional economic development non-profit organization whose mission is to facilitate both the creation and retention of jobs within Erie County and is committed to increasing economic opportunities for individuals and businesses through comprehensive economic development programs.

ECEDC has partnered with the City for many years on economic development initiatives within the City including helping potential new businesses locate sites and secure redevelopment resources for building acquisition, equipment and working capital and linking new and existing businesses to the local workforce. ECEDC has also been integral in spurring local entrepreneurship through their Regional Incubator for Sustainability and Entrepreneurship.

ECEDC has in the past and will be engaged to continue the promotion of existing programs within the City while enhancing efforts around: (1) the promotion of the City as a regional destination for business expansion and creation based on local attractions, development incentives, availability of sites and proximity to a skilled workforce, and (2) small business development and entrepreneurship training.

Budgetary Information: The City will provide ECEDC \$30,000 in 2018 for services rendered and programs offered. The \$30,000 is to be paid to ECEDC quarterly in 2018 with payments to occur on or around March 31, June 30, September 30 and December 15 of 2018.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an Agreement with ECEDC for 2018. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite

passage in order for ECEDC to be compensated for services provided thus far in 2018 and to permit the continuation of these services through the balance of the calendar year.

I concur with this recommendation:

Eric L. Wobser
City Manager

Maria Muratori
Development Specialist

Matt Lasko
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ERIE COUNTY ECONOMIC DEVELOPMENT CORPORATION (ECEDC) FOR CERTAIN ECONOMIC DEVELOPMENT AND MARKETING SERVICES FOR CALENDAR YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, ECEDC is a regional economic development non-profit organization whose mission is to facilitate both the creation and retention of jobs within Erie County and is committed to increasing economic opportunities for individuals and businesses through comprehensive economic development programs; and

WHEREAS, ECEDC has partnered with the City of Sandusky for many years on economic development initiatives within the City including helping potential new businesses locate sites and secure redevelopment resources for building acquisition, equipment and working capital and linking new and existing businesses to the local workforce and has also been integral in spurring local entrepreneurship through their Regional Incubator for Sustainability and Entrepreneurship; and

WHEREAS, ECEDC will again be engaged to continue the promotion of existing programs within the City of Sandusky while enhancing efforts around: (1) the promotion of the City as a regional destination for business expansion and creation based on local attractions, development incentives, availability of sites and proximity to a skilled workforce, and (2) small business development and entrepreneurship training; 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 compensate ECEDC for services provided thus far in CY 2018 and to permit the continuation of services through the end of the CY 2018; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into an Agreement with the Erie County Economic Development Corporation (ECEDC) for certain economic development and marketing services in calendar year 2018, substantially in the same form as Exhibit "1", a copy of which is attached to

this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the funding contribution to the Erie County Economic Development Corporation (ECEDC) for services rendered and to be rendered in CY 2018 and the City Manager and/or Finance Director are authorized and directed to make payments in an amount **not to exceed** Thirty Thousand and 00/100 Dollars (\$30,000.00) pursuant to the agreement.

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

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

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

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

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

Passed: March 26, 2018

AGREEMENT FOR SERVICES OF CONSULTANT

This Agreement made on and entered into on this _____ day of _____, 2018, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and Erie County Economic Development Corporation, 247 Columbus Avenue, Suite 126, Sandusky, Ohio 44870, herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the City and the Consultant agree as follows:

I. RECITALS

The City desires to contract with the Consultant to provide assistance with economic development initiatives consistent with the document that is attached and marked Exhibit "A" and is specifically incorporated as if fully rewritten herein.

II. SCOPE OF SERVICES / NON-ASSIGNMENT

The Consultant agrees to perform the services as described in Exhibit "A".

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

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

III. INDEPENDENT CONTRACTOR

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

IV. COMPENSATION

The City shall pay Consultant for the services specified in Exhibit "A" in the following manner: Thirty Thousand Dollars (\$30,000) for services rendered and to be rendered in CY 2018 to be paid quarterly with equal payments of Seven Thousand Five Hundred Dollars (\$7,500) to occur on or before March 31, 2018, June 30, 2018, September 30, 2018, and December 15, 2018.

V. TERM AND TERMINATION FOR CAUSE

This Agreement shall be in effect from the date of execution and shall end on December 31, 2018, unless sooner terminated by either party as provided herein.

Notwithstanding any other provision of this Agreement, either party may terminate this agreement for cause by giving written notice to the other party.

Notice of termination shall be by certified mail, return receipt requested, to Consultant at 247 Columbus Avenue, Suite 126, Sandusky, Ohio 44870 and to the City at 222 Meigs Street, Sandusky, Ohio, 44870, Attention: City Manager, with a copy to the Chief Development Officer.

The notice of termination is deemed to be effective upon receipt by the other party. 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 in CY 2018 before the notice of termination is received together with the balance due for the services rendered by Consultant to the City in CY 2018. Consultant shall surrender to the City copies of all completed work, work in progress and any reports, records, contracts, financial records, and any other documents relating to the scope of services that may be in possession of Consultant at the time of termination.

VI. 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
City Manager
222 Meigs Street
Sandusky, OH 44870

Erie County Economic Development
Corporation
247 Columbus Avenue, Suite 126
Sandusky, OH 44870

VII. GOVERNING LAW

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

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this project, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin.

IX. INDEMNIFICATION OF CITY

Consultant shall indemnify City against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments and expenses incident to the same, for injuries to persons or property arising out of or in connection with Consultant's performance under and pursuant to this contract unless caused by the gross negligence or willful misconduct of the City.

X. ENTIRE AGREEMENT / MODIFICATION

This Agreement supersedes any and all agreements, both oral and written, between the City and Consultant with respect to the rendering of services by the Consultant for the City and contains all of the covenants and agreements between the City and Consultant. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement.

Any modification to this Agreement shall be effective only if it is in writing and signed by both the City and Consultant.

XI. BINDING EFFECT

All the terms and conditions of this contract shall be binding on City and Consultant, and their respective heirs, legal and personal representatives, successors and assigns.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

**CONSULTANT: ERIE COUNTY
ECONOMIC DEVELOPMENT CORPORATION**

(signature)

(printed name & title)

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 funds required to meet the obligations of the City during the year 2018 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

SANDUSKY SERVICE LEVEL AGREEMENT

2018

COMMITMENT
1. Support entrepreneurs through the continued operation of the Regional Incubator for Sustainability and Entrepreneurship (RISE) program. RISE is a partnership with the Great Lakes Innovation and Development Enterprise (GLIDE) and Bowling Green State University (BGSU) Firelands campus and provides business development assistance to both startups and existing businesses. RISE services are offered free of charge and include viability analysis, business plan development, sales and marketing support, employee training and development, and access to capital. This program can also be utilized by the City of Sandusky to vet proposals received through its economic development programs. Progress should also be made toward the creation of a physical location for RISE in the downtown Sandusky business district.
2. Assist the City of Sandusky economic development staff in attracting unique retail offerings to the downtown business district, possibly as part of a cohesive strategy involving landlords and other local partners.
3. In partnership with the City, attract upper floor commercial office tenants in the downtown business district.
4. Continue to support regional workforce development needs both proactively and in project specific applications, such as demographic or labor market analysis. ECEDC will work with area education and workforce partners, specifically the Firelands Partnership, to assess regional labor force availability and ever-changing needs for workplace skills and to develop a strategy for regional workforce development.
5. Inventory available development sites and buildings in order to market them to potential new businesses. An individual from the Sandusky economic development staff will also be set up as a contributor to ECEDC's system in order to jointly review and update property listings regularly.
6. Link eligible new or existing businesses to regional, state and federal resources to facilitate business development and the construction or expansion of facilities and/or technologies. ECEDC will provide City of Sandusky staff with notices of funding availability when aware and relevant information with regard to changes to federal, state, regional policies that may impact the economic development arena within the City of Sandusky.
7. Share information about regional and State of Ohio development programs and activities to local constituents, local governments, chambers of commerce, and other organizations that support local economic development initiatives. This information will be shared through in-person meetings, ECEDC's website, email, social media, and other appropriate channels. ECEDC will proactively assess program availability and updates on a monthly basis with our JobsOhio partners and on a quarterly basis with the Ohio Economic Development Association. New programs or significant changes will be shared with Sandusky economic development staff as information becomes available.
8. Conduct regular business retention visits through the Business Expansion and Retention (BEAR) program to ensure existing businesses receive the assistance necessary to stay and grow in Sandusky. This program works to create an environment conducive to growth by identifying issues and early warning signs of threats or opportunities. Once needs are ascertained, ECEDC coordinates efforts with resource providers to ensure that businesses are receiving the best assistance available. Sandusky's economic development programs, incentives, and support systems will be marketed through ECEDC's BEAR program.
9. Serve as Erie County's JobsOhio network partner to receive leads and vet and develop prospect proposal and responses. ECEDC will make every effort to connect to the City of Sandusky early in the prospect development phase when eligible to maximize Sandusky's chances of successfully securing new business commitments. Upon receipt, eligible leads will be distributed via email to Sandusky's economic development staff and their input will be incorporated into Requests for Information (RFI) submitted to JobsOhio. In addition to regular communications, ECEDC will meet with Sandusky economic development staff bi-annually to share the results of these leads and to discuss regional trends in business attraction and needs for Erie County's physical and technical infrastructure.

**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 Wobser, City Manager

FROM: Hank S. Solowiej, CPA, Finance Director

DATE: March 13, 2018

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

It is requested that an ordinance be approved authorizing payment to Software Solutions Incorporated of Lebanon, Ohio, for the annual support fee for the period April 1, 2018 through March 31, 2019. The City uses this software for payroll, utility billing, asset management, and financial management. The City has used Software Solutions Incorporated since 1995.

BUDGETARY INFORMATION:

The total cost for the annual support fee is \$28,450.00. Of this amount, \$14,225.00 will be paid by the General Fund, \$7,112.50 by the Water Fund, and \$7,112.50 by the Sewer Fund.

ACTION REQUESTED:

It is requested that legislation be approved authorizing payment in the amount of \$28,450.00 to Software Solutions Incorporated, for the annual support fee for the period April 1, 2018 through March 31, 2019, in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is because the payment due date is April 1, 2018.

CC: Eric L. Wobser, City Manager
Justin Harris, Law Director



Software Solutions

Personal Attention. Public Solutions.

420 E Main St
Lebanon, OH 45036

Bill To:
City of Sandusky
222 Meigs St
Sandusky, OH 44870

Ship To:
City of Sandusky
222 Meigs St
Sandusky, OH 44870

INVOICE

Invoice #:	INV-0002858
Invoice Date:	02/28/2018
Term:	Net 30
Due Date:	03/30/2018
PO #:	

Description

Annual Software Support Contract for Visual Intelligence for period 04/01/2018 thru 03/31/2019



SUBTOTAL	\$28,450.00
Sales Tax	\$0.00
TOTAL	\$28,450.00

RECEIVED
SANDUSKY FINANCE DEPT
2018 MAR -7 AM 11:42

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO SOFTWARE SOLUTIONS INCORPORATED OF LEBANON, OHIO FOR THE ANNUAL SOFTWARE SUPPORT FEE FOR THE PERIOD APRIL 1, 2018, THROUGH MARCH 31, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City has used Software Solutions Incorporated since 1995 and currently uses this software for payroll, utility billing, asset management, and financial management; and

WHEREAS, the cost for the annual software support fee for the period April 1, 2018, through March 31, 2019, is \$28,450.00 of which \$14,225.00 will be paid with General Funds, \$7,112.50 will be paid with Water Funds and \$7,112.50 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 to allow payment to be made to Software Solutions Incorporated by the payment due date of April 1, 2018; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the 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. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Software Solutions Incorporated of Lebanon, Ohio in an amount **not to exceed** Twenty Eight Thousand Four Hundred Fifty and 00/100 Dollars (\$28,450.00) for the annual software support fee for the period April 1, 2018, through March 31, 2019.

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

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

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

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

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

Passed: March 26, 2018



COMMUNITY DEVELOPMENT

Division of Code Enforcement

222 Meigs Street
Sandusky, Ohio 44870
419.627.5913
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Amanda McClain, Housing Manager

DATE: March 14, 2018

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation requesting approval to accept eleven (11) parcels of nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization.

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

The eleven (11) parcels requested for acquisition have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and was approved by a quorum of the Land Bank Committee on December 18, 2017.

Eight (8) parcels have vacant structures on them. The structure located at 405 Tiffin Avenue is a condemned two family residential fire damaged structure that may require demolition. It has 2,329 sq. ft. of living space with four (4) bedrooms and three (3) baths. The structure located at 2134 Fourth Street is a 1,088 sq. ft. single family, residential structure that has been gutted and utilized for storage. The structure at 2121 River Avenue is a 716 sq. ft. single, family, residential

structure with three (3) bedrooms and one (1) bath. The structure located at 2125 River Avenue is a 690 sq. ft. single family residential structure with three (3) bedrooms and one (1) bath. The structure located at 703 Lane Street is a 1,000 sq. ft. single family, residential structure with three (3) bedrooms and one (1) bath. The structure located at 1406 Clinton Street is a 1,620 sq. ft. two-family, residential structure with four (4) bedrooms and two (2) baths. The structure located at 327 Reese Street is a 1,144 sq. ft. single family, residential structure with two (2) bedrooms and one (1) bath. The structure located at 2235 Putnam Street is a 1,408 sq. ft. single family, residential structure with three (3) bedrooms and one and a half (1 ½) bath. Upon acquisition, the eight (8) structures will be evaluated for rehabilitation.

The structure located at 2027 E. Forest Avenue is a condemned four (4) unit residential structure that abuts two (2) vacant Land Bank lots and is located in the Southside Acquisition Zone. Upon acquisition the structure shall be demolished.

The City demolished a fire damaged structure at 1502 Wayne Street leaving a vacant lot 34' X 133'. Upon acquisition, it will be eligible for the Mow to Own Program.

The structure located at 927 W. Washington Street is a three (3) story commercial structure. Upon acquisition, it will be evaluated for rehabilitation.

The Land Bank Committee has determined that the acquisition of the eleven (11) parcels is necessary to protect, improve, and preserve the stability of the neighborhood they are located in.

BUDGET IMPACT: The cost of these acquisitions will be approximately one thousand six hundred and sixty six dollars (\$1,666.50) to pay for the title exams and transfer fees. The City will not collect the ten thousand five hundred fifty two dollars and fourteen cents (\$10,552.14) owed to the City in special assessments, nor will the taxing districts collect the twenty five thousand nine hundred eighty three dollars and sixty five cents (\$25,983.65) owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately thirteen thousand one hundred nine dollars and eighty cents (\$13,109.80) per year.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire eleven (11) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, it is requested that the City accept eleven (11) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

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

WHEREAS, upon City Commission approval, eight (8) parcels with vacant structures located at 405 Tiffin Avenue, 2134 Fourth Street, 2121 River Avenue, 2125 River Avenue, 703 Lane Street, 1406 Clinton Street, 327 Reese Street, and 2235 Putnam Street, will be evaluated for rehabilitation; and

WHEREAS, upon City Commission approval, a condemned four (4) unit residential structure located at 2027 E. Forest Avenue will be demolished, a vacant lot located at 1502 Wayne eligible for the Mow to Own Program will be offered to adjoining property owners, and a three (3) story commercial structure located at 927 W. Washington Street will be evaluated for rehabilitation; and

WHEREAS, these eleven (11) parcels of land requested for acquisition have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts by the Land Bank Committee on December 18, 2017; and

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

WHEREAS, the cost for these acquisitions will be approximately \$1,666.50, for the cost of title exams and transfer fees, and will be recouped by the City upon sale of the properties; and

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

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

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program eleven (11) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

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

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

PAGE 3 - RESOLUTION NO. _____

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: March 26, 2018

Exhibit A

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
57-01828.000 Proposed Use:	2134 Fourth	Kenneth Griffith	4,169.17	0.00	874.11	5,043.28	1,061.58
	This is a 1,088 sq. ft. single family residential structure that is in delinquent tax foreclosure. It has been gutted and utilized for storage. Upon acquisition, it shall be evaluated for rehabilitation.						
57-01829.000 Proposed Use:	2121 River	Kenneth Griffith	36.74	0.00	7.75	44.49	13.12
2017CV0568	This single family residential structure has 716 sq. ft. of living space with 3 bedrooms and 1 bath. It is in delinquent tax foreclosure. Upon acquisition, it will be evaluated for rehabilitation.						
57-01827.000 Proposed Use:	2125 River	Kenneth Griffith	1,762.32	971.57	441.79	3,175.68	499.20
2017CV0568	This single family residential structure has 690 sq. ft. of living space with 3 bedrooms and 1 bath. It is in delinquent tax foreclosure. Upon acquisition, it will be evaluated for rehabilitation.						
57-02169.000 Proposed Use:	1502 Wayne	Colleen Brionez	2,526.81	408.75	424.38	3,359.94	1,726.76
2018CV0048	A fire damaged single family structure was demolished by the City leaving a vacant lot 34' X 133'. Upon acquisition, it will be marketed for new development.						
57-01388.000 Proposed Use:	703 Lane	Michael Sheets	1908.99	0	249.51	2158.5	773.22
2018CV0049	This single family residential structure has 1,000 sq. ft. of living space with 3 bedrooms and 1 bath. It is in delinquent tax foreclosure. Upon acquisition, it will be evaluated for rehabilitation.						
58-00533.000 Proposed Use:	1406 Clinton	Lois Decker et al	1598.34	0	441.94	2040.28	1,207.18
2018CV0072	This two family residential structure has 1,620 sq. ft. of living space with 4 bedrooms and 2 baths. It is in delinquent tax foreclosure. Upon acquisition, it will be evaluated for rehabilitation.						
57-04499.000 Proposed Use:	327 Reese	Jonathon & Monica Hall	1,737.48	7,488.83	633.97	9,860.28	911.66
	This single family residential structure has 1,144 sq. ft. of living space with 2 bedrooms and 1 bath. It is in delinquent tax foreclosure. Upon acquisition, it will be evaluated for rehabilitation.						
59-00675.000 Proposed Use:	405 Tiffin	Dakota White	2,523.54	1,682.99	549.76	4,756.29	1,324.12
2018CV0029	This is a fire damaged three family residential structure that has 2,329 sq. ft. of living space with 4 bedrooms and 3 baths. It is in delinquent tax foreclosure. Upon acquisition, it will be demolished						
58-00529.000 Proposed Use:	2235 Putnam	Matt Pool Ltd.	3,571.55	0.00	729.37	4,300.92	2,046.76
2018CV0015	This single family residential structure has 1,408 sq. ft. of living space with 3 bedrooms and 1 1/2 baths. It is in delinquent tax foreclosure. Upon acquisition, it will be evaluated for rehabilitation.						
59-01170.000 Proposed Use:	927 W. Washington	James Cothron	3,958.24	0.00	756.93	4,715.17	2,050.96
2018CV0020	This is a three (3) story commercial structure. Upon acquisition, it will be evaluated for rehabilitation.						
58-01273.000 Proposed Use:	2027 E. Forest	Richard Klepper	2,190.47	0.00	363.12	2,553.59	1,495.24
2018CV0052	This is a four unit residential structure located in the Southside Acquisition Zone. It abuts 2 vacant Land Bank lots. Upon acquisition, it will be demolished.						
TOTALS:			25,983.65	10,552.14	5,472.63	42,008.42	13,109.80

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

64597220080 PERMIT NUMBER		N TYPE	NOVA8561 LP DBA HY MILER 2221 3223 VENICE RD SANDUSKY OHIO 44870	
ISSUE DATE				
11 21 2017				
FILING DATE				
C2 PERMIT CLASSES				
22 TAX DISTRICT	077	B	B77773 RECEIPT NO.	



FROM **03/09/2018**

PERMIT NUMBER		TYPE			
ISSUE DATE					
FILING DATE					
PERMIT CLASSES					
TAX DISTRICT			RECEIPT NO.		



MAILED **03/09/2018**

RESPONSES MUST BE POSTMARKED NO LATER THAN. **04/09/2018**

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B N 6459722-0080**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. For best results, search only ONE criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

	SEARCH CRITERIA
Permit Number	<input type="text" value="6459722"/>
Permit Name / DBA	<input type="text"/>
Member / Officer Name	<input type="text"/>

[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 64597220005; Name: NOVA8516 LP; DBA: DBA HY MILER 2236; Address: 2026 CLEVELAND RD W HURON 44839		
DUNNE MANNING GP LLC		
JOSEPH V TOPPER JR		

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

Kelly Kresser

From: Casey Sparks
Sent: Thursday, March 15, 2018 9:42 AM
To: Kelly Kresser; John Orzech; Stephen Rucker
Cc: Richard Wilcox
Subject: RE: New C-2 Liquor Permit

The current zoning is Limited Manufacturing which would permit the sale of wine and mixed beverages. Please let me know if you have any additional questions or concerns.

Best Regards,

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

From: Kelly Kresser
Sent: Thursday, March 15, 2018 8:55 AM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>
Cc: Richard Wilcox <rwilcox@ci.sandusky.oh.us>
Subject: New C-2 Liquor Permit

Attached is a Notice to Legislative Authority regarding a new C-2 Liquor Permit for NOVA8561 LP, dba Hy Miler 2221, 3223 Venice Road. The C-2 will allow sales of wine and mixed beverages in sealed containers for carryout.

Please provide comments regarding this permit for the next commission meeting.

Kelly Kresser

From: Stephen Rucker
Sent: Thursday, March 15, 2018 9:00 AM
To: Kelly Kresser; John Orzech; Casey Sparks
Cc: Richard Wilcox
Subject: RE: New C-2 Liquor Permit

No issues from my office, Thanks



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

From: Kelly Kresser
Sent: Thursday, March 15, 2018 8:55 AM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>
Cc: Richard Wilcox <rwilcox@ci.sandusky.oh.us>
Subject: New C-2 Liquor Permit

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Please provide comments regarding this permit for the next commission meeting.

Kelly Kresser

From: John Orzech
Sent: Thursday, March 15, 2018 8:56 AM
To: Kelly Kresser; Stephen Rucker; Casey Sparks
Cc: Richard Wilcox
Subject: RE: New C-2 Liquor Permit

No objections or issues from police.

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



From: Kelly Kresser
Sent: Thursday, March 15, 2018 8:55 AM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>
Cc: Richard Wilcox <rwilcox@ci.sandusky.oh.us>
Subject: New C-2 Liquor Permit

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Please provide comments regarding this permit for the next commission meeting.



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Angela Byington, Planning Director

Date: March 15, 2018

Subject: Commission Agenda Item – Amendment Ordinance 17-010 to amend the stated funding account.

Item for Consideration: Legislation to amend the funding account for payment of the contract with Osborn Engineering for the professional design services for the Jackson Street Pier Project.

Background Information: Ordinance 17-10 authorized and directed the City Manager to enter into an agreement with Osborn Engineering, of Cleveland, Ohio, for professional design services for the Jackson Street Pier Project. This project included preliminary engineering. The ordinance stated that initially the funds will be paid with Capital Funds. The intent was to utilize the excess CDBG Revolving Loan Funds, but the funds were not available at the time the contract was to be executed. Since contract execution, City Commission approved a Substantial Amendment, by way of Ordinance 17-223, to authorize movement of \$510,000 from the underutilized CDBG Revolving Loan Fund activity to the CDBG Public Facilities activity. The ordinance also stated the Public Facilities activity will fund the engineering and construction plans for Jackson Street Pier. As of recent, HUD has confirmed that the Substantial Amendment is approved through their system. As such, it is being requested that ordinance 17-10 be amended and the expense of \$146,043, for payment of the contract with Osborn Engineering, be transferred from Capital Funds to CDBG Funds.

Budgetary Impact: The proposed expenditure transfer will decrease the CDBG Fund balance by \$146,043 and will increase the Capital Funds budget by \$146,043.

Action Requested: It is requested that City Commission approve the amendment of ordinance 17-10 to reflect the CDBG Fund as the account for payment for the contract to Osborn Engineering. It is requested that this item be passed under Section 14 of the City Charter to expedite the transfer, thereby allowing the City to reduce the CDBG Fund balance by HUD's initial reporting deadline of early April.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Planning Director

cc: Kelly Kresser, Clerk of City Commission
Justin Harris, Law Director
Hank Solowiej, Finance Director
Matt Lasko, Chief Development Officer
Arielle Blanca, Community Development Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 17-010, PASSED ON JANUARY 23, 2017, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OSBORN ENGINEERING OF CLEVELAND, OHIO, FOR PROFESSIONAL DESIGN SERVICES FOR THE JACKSON STREET PIER PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement with Osborn Engineering of Cleveland, Ohio, for Professional Design Services for the Jackson Street Pier Project by Ordinance No. 17-010, passed on January 23, 2017; and

WHEREAS, Ordinance No. 17-010 stated the total cost of the professional design services is not to exceed \$146,043.00 and will initially be paid with Capital Funds and financed with notes or bonds from the newly expanded urban renewal area and the notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service; and

WHEREAS, subsequently, this City Commission approved a Substantial Amendment to the City's FY 2017 One-Year Action Plan for the Community Development Block Grant (CDBG) Program year of July 1, 2017, through June 30, 2018, by Ordinance No. 17-223, passed on December 11, 2017, which included expending \$510,000.00 from the current Economic Development Revolving Loan Fund for New Public Facilities Activity to fund the engineering and construction plans for the Jackson Street Pier; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has confirmed the Substantial Amendment has been approved and therefore it is necessary to amend Ordinance No. 17-010 to change the funding source for the Professional Design Services provided by Osborn Engineering in the amount \$146,043.00 for the Jackson Street Pier from Capital Funds to Community Development Block Grant (CDBG) 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 amend Ordinance No. 17-010, passed on January 23, 2017, and allow the City to transfer the funds from the CDBG Fund to the Capital Fund, consistent with the City's CDBG amended FY 2017 One-Year Action Plan, and by HUD's initial reporting deadline of early April; and

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

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

Section 1. This City Commission hereby amends Ordinance No. 17-010,

passed on January 23, 2017, to change the funding source for the Professional Design Services provided by Osborn Engineering for the Jackson Street Pier from Capital Funds to Community Development Block Grant (CDBG) funds, consistent with the City's CDBG amended FY 2017 One-Year Action Plan and approves the transfer of funds from the CDBG Fund to the Capital Fund in the amount of One Hundred Forty Six Thousand Forty Three and 00/100 Dollars (\$146,043.00).

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

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

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

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

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

Passed: March 26, 2018



COMMUNITY DEVELOPMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Matt Lasko, Chief Development Officer
Date: March 12, 2018
Subject: Commission Agenda Item – Amendment to Grant Agreement

Items for Consideration: Legislation approving an Amendment to a Grant Agreement entered into between the City of Sandusky (“the Grantor”) and Michael R Meinzer ETAL (“the Grantee”), an individual, for the purposes of furthering housing development efforts in the City.

Background Information: On April 24, 2017, the City passed Ordinance No. 17-085 approving a Grant Agreement for \$10,400 between Grantor and Grantee for the substantial redevelopment of a property located at 745 Sycamore Street. The project, totaling over \$100,000 in construction costs has since been completed and Grantee has requested disbursement from the Community Development Capital Projects fund (431-4010-53000).

Since the above property is located in a “model block” within the Cove District, this project was actually eligible to be paid out of the \$600,000 Neighborhood Initiative account set aside by the City Commission for housing improvement projects within “model block” areas. Given how quickly the City-wide housing development and beautification funds are exhausted, the City wants to ensure all eligible “model block” projects are expensed from the Neighborhood Initiative account – in order to conserve City-wide funds. Therefore, the City requests that Section 1 of the Grant Agreement be amended to state the funds should be paid from the Neighborhood Initiative Account (431-4351-53000).

Budgetary Information: The City has not yet disbursed the \$10,400 in grant funds to the Grantee from the Community Development Capital Projects fund. These funds will now be disbursed from the Neighborhood Initiative Account (431-4351-53000). No additional funds are being disbursed above the originally approved \$10,400.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an Amendment to the Grant Agreement with Michael R Meinzer ETAL. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the Amendment to the Grant Agreement to allow for the disbursement of funds to the Grantee.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING AN AMENDMENT TO THE GRANT AGREEMENT WITH MICHAEL R MEINZER ETAL, IN RELATION TO THE PROPERTY LOCATED AT 745 SYCAMORE STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and approved a grant in the amount of \$10,400.00 to Michael R. Meinzer ETAL (“Grantee”), in relation to the property located at 745 Sycamore Street by Ordinance No. 17-085, passed on April 24, 2017; and

WHEREAS, Michael R. Meinzer ETAL was granted funds to assist in the transformation of the said property into a duplex and the project has been completed and Grantee has requested disbursement of grant funds; and

WHEREAS, the property at 745 Sycamore Street is located in a “model block” within the Cove District therefore making the project eligible to be paid with Neighborhood Initiative Funds set aside by the City Commission for housing improvement projects within “model block” areas; and

WHEREAS, it is requested to modify the Grant Agreement to change the funding source of the grant from Community Development Capital Projects Funds (431-4351-53000) to Neighborhood Initiative Funds (431-4351-53000); and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Amendment to the Grant Agreement and allow the grant funds to be disbursed to the Grantee for the completed project; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 an Amendment to the Grant Agreement with Michael R Meinzer ETAL for financial assistance through the Housing Development and Beautification Program substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and directs the Finance Director to deliver to Michael R Meinzer ETAL a draft in the sum of Ten Thousand Four Hundred and 00/100 Dollars (\$10,400.00) from the Neighborhood Initiative Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement and Amendment.

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: March 26, 2018

AMENDMENT TO GRANT AGREEMENT

This Amendment to Grant Agreement is made and entered into as of the _____ day of _____, 2018 between the CITY OF SNADUSKY, 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 Michael R Meinzer ETAL, (the “Applicant”), individual.

WITNESSETH

WHEREAS, City and Applicant have entered into a certain Grant Agreement dated May 11th, 2017 (the “Grant Agreement”) for the substantial redevelopment of the property located at 745 Sycamore Street, Sandusky, Ohio 44870 (the “Property”),

NOW THEREFORE, in consideration of the premises and covenants contained herein, the Parties agree to amend Section 1 of the Grant Agreement as follows:

Section 1. City Grant.

The City Grant will no longer be expensed from the Community Development Capital Projects account (#431-4010-53000). The City Grant will now be expensed from the Neighborhood Initiative account (#431-4351-53000).

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

Michael R Meinzer
An Individual

By: _____
TITLE:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument
Is hereby approved.

Justin D. Harris, Law Director
City of Sandusky



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: March 13, 2018

Subject: Commission Agenda Item – Granting of an Encroachment License to Norris J and Demerle A Gessinger for property located at 620 LaSalle Street

ITEM FOR CONSIDERATION: Legislation approving a License of Encroachment to Norris J and Demerle A Gessinger for property located at 620 LaSalle Street.

BACKGROUND INFORMATION: The City of Sandusky granted a license for encroachment to the previous property owners of 620 LaSalle Street on July 5, 2002. The license for encroachment permitted the encroachment of approximately seven and on-half (7 ½ ft) or .0142 acre (619.8750 sq. ft.) into City Park Property (commonly referred to as Lions Park) for the purpose of erecting a fence.

The property transferred ownership on November 15, 2007, to Norris J and Demerle A Gessinger, whose tax mailing address is listed as 620 LaSalle Street, Sandusky, OH 44870. The current license for encroachment does not run with the land and is considered temporary. It was not brought to the City's attention that the property transferred ownership until work began on the Lions Park Retrofit Project began in the summer of 2017.

This license for encroachment will allow the current property owner to retain the existing encroachment located within the City's property 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 for this legislation.

ACTION REQUESTED: It is requested that the proper legislation be prepared approving the Grant of a License of Encroachment to Norris J and Demerle A Gessinger, for the property located at 620 LaSalle Street. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage and allow the current property owner to retain the existing fence.

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 NORRIS J. AND DEMERLE A. GESSINGER, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S PROPERTY, AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT, FOR PURPOSES OF RETAINING AN EXISTING FENCE; 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 park property (commonly referred to as Lions park), including a portion more fully described in a survey attached and marked Exhibit "A"; and

WHEREAS, this proposed License for Encroachment will allow the current property owner, Norris J. and Demerle A. Gessinger, who purchased property located at 620 LaSalle Street in November of 2007, to retain the existing fence within the City's park property and to occupy and utilize approximately seven and one-half (7 ½ ft.) of the City property located at Lions Park; 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 current property owner to retain the existing fence located at 620 LaSalle 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 Norris J. and Demerle A. Gessinger, 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: March 26, 2018

**GRANT OF A LICENSE FOR
ENCROACHMENT ON THE SOUTH SIDE
OF CITY PARK PROPERTY**

This License Agreement is made this ____ day of _____, 2018, between the City of Sandusky, Ohio ("City") whose tax mailing address is 222 Meigs Street, Sandusky, Erie County, Ohio, 44870, and Norris J. and Demerle A. Gessinger ("Licensee") whose tax mailing address is 620 LaSalle Street, Sandusky, Ohio, 44870, under the following conditions and circumstances:

A. The City of Sandusky, Erie County, Ohio, is the Owner and Trustee for the general public of City park property (commonly referred to as Lions park), evidenced by deed recorded at DV. 179 Pg. 412, Erie County Records, and as more fully described in a survey marked 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 City park property located at 620 LaSalle Street.

C. Licensee desires to retain and maintain the existing fence within the City's property and to occupy and utilize approximately seven and one-half (7 ½ ft.) or .0142 acre (619.8750 sq. ft.) of the City's property 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 license to maintain the encroachment for so long as Licensee remains the owner of the property to the south side of the City's park property 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" 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 620 LaSalle Street, Sandusky, Ohio, and provided that the encroachment is not substantially altered and Licensee complies with all applicable 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 property;

3. Licensee agrees to maintain the encroachment, solely at Licensee's expense, for use in conjunction with Licensee's property located at 620 LaSalle 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 City.

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 _____, 2018.

Notary Public
My Commission Expires:

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

LICENSEE:

Norris J. Gessinger

Demerle A. Gessinger

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named Norris J. and Demerle A. Gessinger, 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 _____, 2018.

Notary Public
My Commission Expires:

Instrument prepared by:

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

GRAPHIC SCALE

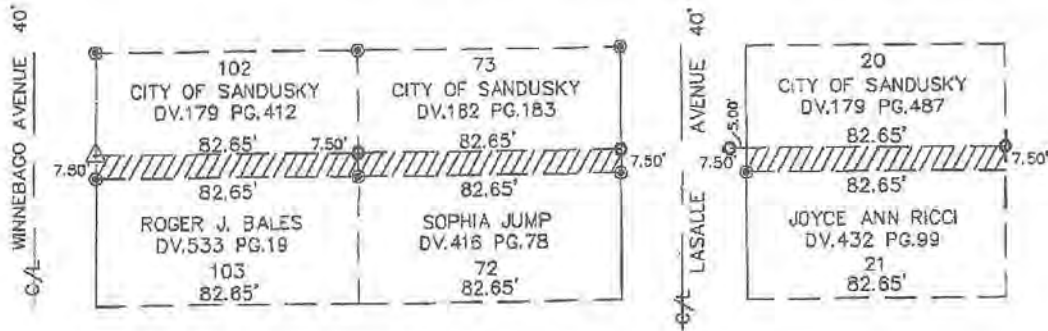


(IN FEET)
1 inch = 40 ft.

SURVEY OF (3) .0142 ACRE OR 619.8750 SF, PARCELS
BEING LOCATED IN LOTS 102 WINNEBAGO AVENUE, LOTS
73 & 20 LASALLE AVENUE, ALL BEING IN THE NOW
VACATED PORTION OF THE OGONTZ POINT SUBDIVISION,
RECORDED IN PLAT VOL.6 PG.70-71, ERIE COUNTY PLAT
RECORDS, CITY OF SANDUSKY, 4TH WARD, ERIE COUNTY,
OHIO
JULY 2001

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-87-37 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

Erie County Engineer
Date: 7/9/02



- ⊙ IP. FD.
- ⊙ 5/8" IP. SET
- △ DRILL HOLE IN CONC.

▨ EASEMENT AREA

THE ABOVE SKETCH CONFORMS TO A SURVEY
DONE BY ME AND IS CORRECT.

Ben W. Busler Jr.
PROFESSIONAL SURVEYOR 5801

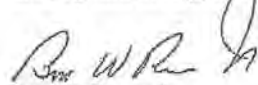


.0142 ACRE (619.8750 SQ. FT.) PARCEL
CITY OF SANDUSKY TO JOYCE ANN RICCI

Situated in the City of Sandusky, County of Erie and State of Ohio and being in the Fourth Ward of said city, Erie County, Ohio and more fully described as follows:

Being the Southerly 7.50 feet of Lot Number 20 on LaSalle Avenue as per the now vacated portion of The Ogontz Point Subdivision recorded in Volume 6, Pages 70 and 71, Erie County Plat Records, containing .0142 acre (619.8750 sf), more or less, but subject to all legal highways, easements and right of ways.

This description was prepared by Ben W. Buser, Jr., P.S., as a result of a survey done by him in July, 2001.



Ben W. Buser, Jr.
P.S. #5801.

Prior Deed Reference: Volume 179, Page 487





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: March 20, 2018
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an ordinance authorizing payment in the amount of \$13,764.34 to the Ohio Department of Natural Resources (ODNR) for submerged land lease SUB-2119B-ER, the Chesapeake Lofts, for the period of April 1, 2018 to March 31, 2019.

BACKGROUND INFORMATION:

This Submerged Lands Lease is payable by the City of Sandusky as the leaseholder. The Chesapeake Lofts Condominium Association, Mid-States Development Corporation's assigned sub-lessee, will reimburse the City for the cost of the lease payment pursuant to Submerged Lands Lease Agreement SUB-2119B-ER, between the City, Mid-States Bayfront Development, LLC and the Ohio Department of Natural Resources.

BUDGETARY INFORMATION:

This submerged land lease is payable by the City of Sandusky as the lease holder. The Chesapeake Lofts Condo Association will reimburse the City for the cost of the lease. ODNR does not allow a sub-lease holder to make a Submerged Land Lease payment on the City's behalf.

Ordinance No. 17-174 was passed by the City Commission on September 11, 2017, approving payment for the periods of April 1, 2016 to March 31, 2017 and April 1, 2017 to March 31, 2018.

ACTION REQUIRED:

It is requested that the City Commission enact the ordinance and have it take immediate effect under Section 14 of the City Charter in order to make timely payment to the Ohio Department of Natural Resources.

CC: Justin Harris, Law Director



Ohio Department of Natural Resources

JOHN R. KASICH, GOVERNOR

JAMES ZEHRINGER, DIRECTOR

March 12, 2018

City of Sandusky
Director of Public Works
Attn: Megan E. Stookey
222 Meigs Street
Sandusky, Ohio 44870

ENGINEERING DEPT.

MAR 15 2018

CITY ENGINEERING DEPT.

MAR 15 2018

RE: Lake Erie Submerged Lands Lease File Number SUB-2119B-ER

CITY OF SANDUSKY

Dear Ms. Stookey:

Per your request enclosed is an invoice (DNRSLL180078) dated March 2, 2018 with a total amount due of \$13,764.34. The enclosed invoice covers the annual rental period of 4/1/2018 to 3/31/2019 for Lake Erie Submerged Lands Lease File Number SUB-2119B-ER.

Please return page 2 of the enclosed invoice along with payment payable to Ohio Treasurer of State to the Ohio Department of Natural Resources, Office of Coastal Management, 105 West Shoreline Drive, Sandusky, Ohio 44870-2501.

If you have any questions or need further assistance, please contact me at (419) 609-4121.

Sincerely,

Virginia R. Bahs
Property Management Specialist

Attachments

ec: Scudder D. Mackey, Ph.D., Chief, Office of Coastal Management
cc: File

RECEIVED
SANDUSKY FINANCE DEPT
2018 MAR 19 PM 12:54

**State of Ohio - Ohio Dept of Natural Resources
Submerged Lands Lease Invoice**

Please Remit To:
105 West Shoreline Dr.
Sandusky OH 44870

Page: 1
 Invoice No: DNRSL180078
 Consolidated Invoice No:
 Invoice Date: 03/02/2018
 Customer Number: SUB-2119B-ER001
 Payment Terms: NET 30
 Due Date: 04/01/2018

Bill To:
City of Sandusky
Attn: Megan E. Stookey
222 Meigs St.
Sandusky OH 44870

AMOUNT DUE: 13,764.34 USD

Make Checks Payable To: Ohio Treasurer of State
 Billing Service Period: From 01-APR-2018 To 31-MAR-2019
 For billing questions, please call (419) 626-7980
 To ensure proper payment processing, please be sure the invoice number is on all payments.

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
Purchase Order		Contract Number		From Date	To Date		
1		SLL LEASE		1.00	EA	13,764.3400	13,764.34
				04/01/18	03/31/19		
SUBTOTAL:							13,764.34
TOTAL AMOUNT DUE :							13,764.34

Lease Periods: 04/01/2018 to 03/31/2019.

Please remit 2nd copy of invoice with your payment.

State of Ohio - Ohio Dept of Natural Resources
Submerged Lands Lease Invoice

Please Remit To:
105 West Shoreline Dr.
Sandusky OH 44870

Page: 2
Invoice No: DNRSL180078
Consolidated Invoice No:
Invoice Date: 03/02/2018
Customer Number: SUB-2119B-ER001
Payment Terms: NET 30
Due Date: 04/01/2018

Bill To:
City of Sandusky
Attn: Megan E. Stookey
222 Meigs St.
Sandusky OH 44870

AMOUNT DUE: 13,764.34 USD

Amount Remitted

Make Checks Payable To: Ohio Treasurer of State
Billing Service Period: From 01-APR-2018 To 31-MAR-2019
For billing questions, please call (419) 626-7980
To ensure proper payment processing, please be sure the invoice number is on all payments.

Invoice Summary

SUBTOTAL of Invoice Details: 13,764.34

TOTAL AMOUNT DUE : 13,764.34

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE PAYMENT TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), OFFICE OF COASTAL MANAGEMENT FOR RENTAL PAYMENT ON SUBMERGED LANDS LEASE FILE NO. SUB-2119B-ER FOR THE PERIOD OF APRIL 1, 2018, THROUGH MARCH 31, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the Lessee of a Submerged Lands Lease, File No. SUB-2119B-ER, for the submerged land which is part of the Chesapeake Lofts and as the Lessee, is responsible for all terms and conditions contained in the Submerged Lands Lease, including any annual rent; and

WHEREAS, as part of the agreement with Mid-States Development Corporation, the cost for the annual Submerged Lands Lease rental payment is to be reimbursed by Mid-States to the City; and

WHEREAS, the total cost for Submerged Lands Lease File No. SUB-2119B-ER, as reflected on the current unpaid invoice, is \$13,764.34 and will initially be paid by the City and then reimbursed by the Chesapeake Lofts Condominium Association, Mid-States Development Corporation's assigned sub-lessee, in accordance with the Agreement; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner and before the due date of April 1, 2018; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the 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. The City Manager and/or Finance Director is authorized and directed to make payment to the Ohio Treasurer of State as requested by the Ohio Department of Natural Resources (ODNR), Office of Coastal Management, Sandusky, Ohio, for rental payment for Submerged Lands Lease File No. SUB-2119B-ER, for the period April 1, 2018, through March 31, 2019, in an amount **not to exceed** Thirteen Thousand Seven Hundred Sixty Four and 34/100 Dollars (\$13,764.34), consistent with the invoice submitted to the City.

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: March 26, 2018



Department of Planning and Development

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

To: Eric Wobser, City Manager

From: Greg Voltz, Assistant Planner

Date: February 27, 2018

Subject: March 12, 2018 Commission Agenda Item – Request authorization for City Manager to execute, on behalf of the City, a Petition to Create the Downtown Sandusky Special Improvement District, Inc. (the “District”).

Item for Consideration: Approval to execute a Petition to Create the Downtown Sandusky Special Improvement District, Inc. (the “District”).

Purpose: A special improvement district (SID) is an economic development tool that allows private property owners in a self-defined area to establish a program for services or improvements and pay for the program with assessments on all properties in a defined area.

During the planning process for the Sandusky 2018 Strategic Plan there was a call to increase Sandusky’s status as a Destination City. The Strategic Plan states, “Support Sandusky Main Street in passing a special improvement district to create a revenue stream to support ongoing maintenance and programming of Downtown Sandusky.”

In order to create a SID, private property owners must petition their City Commission to create a SID. The petition must be signed by owners representing 60% or more of the front feet along public streets, alleys, and other rights of way, OR owners representing 75% of the land area. The City of Sandusky, a municipal corporation, owning property within downtown may participate as a “private property owner” in the creation of a SID.

The purpose of this legislation is to request authorization allowing the City Manager to sign the Petition to Create the Downtown Sandusky Special Improvement District, Inc. to include City owned property identified in the attached Petition as Exhibit “A”, as part of the total threshold of “private property” needed to establish a SID.

If the signature threshold is met, a Master Petition will be submitted to the City Commission for approval, thereby allowing the City of Sandusky to levy assessments on parcels in the District beginning with the tax bill each property receives in January 2019 and continuing for a five-year period of time to terminate with the final tax bill received in 2023. If the City Commission approves the Master Petition, services will be provided beginning May 1, 2019, for a five-year period of time and terminate on April 30, 2024.

At this time, the boundaries of the District are unknown. When circulation of this petition has been concluded, each property owner who has executed the Petition will be advised of the actual boundaries of the District and the petition will be presented to the Ex Officio Mayor and City Commission. A property owner may withdraw their signature from the petition at any time prior to its presentation to the City.

Budgetary Impact: There is no budgetary impact in authorizing the City Manager to sign the Petition on behalf of the City of Sandusky.

Action Requested: It is requested that proper legislation be prepared to execute the petition presented.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington, AICP
Department of Community Development

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Matt Lasko, Chief Development Officer
Justin Harris, City Law Director

Ohio Special Improvement Districts

What is a special improvement district (SID)?

A SID is an economic development tool that allows private property owners in a self-defined area to establish a program for services or improvements and pay for the program with assessments on all properties in the defined area. This area can be any size, as long as properties are contiguous. SIDs are governed by a private, non-profit corporation created by private property owners and run by a board of private property owners. Government-owned properties and churches are exempt from SID assessments. They may, however, voluntarily contribute. A SID can exist for up to ten years, after which it automatically terminates.

How is a SID created?

Private property owners must petition their city council to create a SID. The petition must be signed by owners representing 60% or more of the front feet along public streets, alleys, and other rights of way, OR owners representing 75% of the land area. If the signature thresholds are met, then all private property owners will be assessed and provided services, provided that city council passes legislation to approve the SID.

Is a SID part of city government?

A SID is not a part of city government. It is a private enterprise run by a private-sector board comprised of at least four private property owners. State law requires the city where a SID is proposed to approve its creation to appoint two representatives to serve on a SID board. SIDs may invoice property owners directly or ask the county auditor's office to collect assessments by placing them on property tax invoices.

How does a SID operate?

SID decisions are made by its board of trustees, whom hire staff and contractors, set and approve budgets, and ensure that funds are used wisely. Funds collected through assessments are placed in a private bank account of the SID's choosing.

What can a SID do?

Under Ohio law, private property owners may fund any services or improvements they want to fund. The one caveat is that SID services may not replace city services. Property owners must agree to these services and associated assessments before a SID is created. Services or improvements approved by property owners by petition may not change during the life of the plan for services.

How is a SID accountable to property owners?

A SID is required to hold annual meetings and provide written reports to member property owners each year. SIDs must automatically terminate after a maximum of ten years. At that point the SID can only continue if the property owners circulate and sign another petition.

IMPORTANT INFORMATION ABOUT THIS PETITION

You are being asked to execute a Petition to Create the Downtown Sandusky Special Improvement District, Inc. (the "District") and approve a levy and Plan for Services (the "Plan"), pursuant to Chapter 1710 of the Ohio Revised Code. The services to be provided are described and shown in the attached Plan, labeled Exhibit "A."

The attached Plan asks the City of Sandusky to levy assessments on parcels in the District beginning with the tax bill each property receives in January 2019 and continuing for a five-year period of time to terminate with the final tax bill received in 2023. Services will be provided beginning May 1, 2019, for a five-year period of time and terminate on April 30, 2024.

One petition will be used to create the District and approve the Plan. If a sufficient number of property owners approve it, this petition will result in a levy of assessments against properties in the District using an assessment formula described in the Plan (the "Formula").

District boundaries will include all parcels of property in an area where the following number of property owners execute the Petition meeting at least one of the following two thresholds:

- Those representing at least 60% of the front feet along public rights of way, OR
- Those representing 75% of the square footage of real property.

At this time, the boundaries of the District are unknown. Ideally, they will include properties in the "Preliminary Boundary". A map and list of parcels within the Preliminary Boundary are attached as Exhibit "B" and Exhibit "C", respectively.

When circulation of this petition has been concluded, each property owner who has executed the Petition will be advised of the actual boundaries of the District and the petition will be presented to the Mayor and City Commission. You may withdraw your signature from the petition at any time prior to its presentation to the City.

If and after the Mayor and City Commission approve this petition, you should expect the following:

1. A new, nonprofit corporation will be formed.
2. All of the property owners in the District will be members of the nonprofit corporation and will elect a Board of Trustees comprised of property owners and at least two representatives of the City.
3. An assessment will be levied against all of the properties in the District. The assessments will be collected, beginning in 2019, in the same manner as real estate taxes and forwarded to the nonprofit corporation to pay the costs of providing the improvements and/or services set forth in the Plan. Property owners in the District remain in control of the use of the assessment monies.

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

To:	Mayor of the City of Sandusky Dennis E. Murray, Jr.	Sandusky City Commission Dennis E. Murray, Jr., President Richard R. Brady, Vice President Nikki Lloyd Greg Lockhart C. Wesley Poole Naomi R. Twine Dave Waddington
	and	

The undersigned do hereby respectfully petition to create the Downtown Sandusky Special Improvement District (the "District") and to approve a levy and Plan for Services (the "Plan") pursuant to Chapter 1710 of the Ohio Revised Code. The boundaries of the District, services under the Plan, and area within which the Plan will be executed are described and shown in the attached Exhibits "A" and "B." Each of the undersigned is the owner, or the authorized signatory of the owner, of the property or properties set forth below, which comprise 60% or more of the front footage of property abutting upon the streets, alleys, public roads, places, boulevards, parkways, park entrances, easements and other public improvements situated in the District or 75% or more of the square footage of real property situated in the District.

The undersigned acknowledge that the District shall be managed and administered by Downtown Sandusky Special Improvement District, Inc., an Ohio nonprofit corporation to be formed for such purpose. The undersigned further acknowledge that the approval of the Petition will permit the following:

- (1) the undersigned to incorporate the District;
- (2) the property owners in the District to elect a Board of Trustees;
- (3) the levy of an annual assessment on parcels within the District calculated by using the Formula described in the Plan that will, on parcels shown within the Preliminary Boundaries, resulting in total annual assessments of \$124,723.21-\$128,227.31;
- (4) total annual assessments will be proportionately greater or smaller than \$124,723.21-\$128,227.31 if the District includes parcels other than those shown within the Preliminary Boundary; and
- (5) the exercise of discretion by trustees of the District on how to allocate funds among the services set forth in the Plan.

EXHIBIT A | SERVICES PLAN DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

Background

Due to a desire to improve the appearance of the District and increase promotion and marketing, several property owners in Downtown Sandusky asked Downtown Sandusky, Inc. (DSI) to circulate a petition to create a SID that will provide services to help with these issues. Beginning in the Spring of 2017, DSI began interviewing property owners and holding/attending public meetings to gauge the interest of other property owners within the district. Based on that work, this petition was created.

A SID is a self-help tool, governed by Chapter 1710 of the Ohio Revised Code, allowing property owners within a self-defined district to organize and assess themselves the cost of providing area-wide services. If owners representing 60% of the front feet along public streets and alleys within a district agree to create a SID and provide services, then all owners within the district are required to contribute their fair share of the cost.

Summary of Base Services Plan

The Downtown Sandusky Special Improvement District, Inc. ("District") proposes a Plan for Services ("Services Plan"), to commence May 1, 2019, and expire after April 30, 2024. The Base Services Plan will provide for environmental maintenance, supplemental security, and member services.

The Services Plan will be funded by an annual assessment on property within the District of \$124,723.21, plus unrestricted contributions from exempt property owners and businesses. The annual assessment of the annual assessment will be distributed according to the market value of each tax parcel as determined by the Erie County Auditor, subject to additional provisions described in this Services Plan.

Plan for Base Services

The District intends to deliver the following services, as determined from time to time by the District's board of trustees:

Environmental Maintenance

Services that make the District cleaner and control litter on publicly-owned sidewalks and publicly-owned connecting pedestrian spaces, for example:

- Washing and power washing of sidewalks and other pedestrian rights of way;
- Washing and power washing of public telephones, benches, trash containers, and other fixtures in pedestrian rights of way;
- Removal of weeds and litter;
- Sidewalk sweeping;
- Sweeping and washing of pedestrian rights of way, as needed, to remove vomit, urine, beverage spills, and other organic materials;

- Graffiti removal from fixtures in pedestrian rights of way;
- Graffiti removal from the pedestrian level of building facades that front public streets and alleys;
- Limited snow and ice removal in areas that are not the responsibility of property owners or the City of Sandusky, for example, crosswalks at street curbs and storm sewer openings and grates; and
- Systems to report and correct the failure of public and private entities to deliver services or maintain property, including the City of Sandusky, private property owners, private trash collectors, and other service providers.

Supplemental Security

Services that make the District safer and improve perceptions of safety, for example:

- Radio-equipped and uniformed foot and bicycle patrols;
- Community “ambassador” services for the general public, including directions, assistance, general information, and hospitality;
- Surveillance to assist in the intervention and prevention of crime;
- Efforts to reduce panhandling, public consumption of alcohol, inebriates, and intimidating behavior;
- Deployment of a uniformed presence to improve perception of safety;
- Crime advisories;
- Crime prevention advice, literature, and programs; and
- Communication services among street-level commercial tenants.

Member Services

Services and information management designed to increase appreciation for downtown, strengthen the cohesiveness of the District, and improve communication among members of the District and governmental or quasi-governmental agencies; for example:

- Access to data and information collected by the District;
- Aggregate purchasing of common-area services not furnished by the District;
- Advocacy of property owner interests to governmental and quasi-public entities;
- Membership lists; and
- Assistance as needed in response to requests by members.

Budget

A final budget will be established by a Board of Trustees elected by property owners within the SID. The budget will be determined when the District's boundaries are finalized. The petition identifies a preliminary budget of \$124,723.21 per year on parcels within the Preliminary Boundaries. Trustees will be given discretion on how to allocate funds among the services to be provided. Trustees will produce an annual report for members of the District, describing how funds are allocated. Trustees will survey members annually to secure broad input about how to allocate funds.

Area to Be Served

Unless otherwise directed by the District's board of trustees, services for properties that are exempt from District assessments under Chapter 1710 of the Ohio Revised Code will be provided only if such properties have requested inclusion in the District or have committed to voluntary payments, in lieu of being included in the District, for each service to be provided. Properties outside the District may contract with the District to provide services, provided that the contract price covers the full cost of providing such services.

The Services Plan will be executed within the Preliminary Boundary shown in the map in the attached Exhibit B and include the parcels in the attached Exhibit C.

Method of Assessment

Pursuant to Ohio Revised Code Section 1710.06, each member's special assessment will be in proportion to the benefits which may result from the Services Plan.

The determination of each member's special assessment for each calendar year of the Services Plan shall be made as of May 1 of the preceding calendar year, as described in the following paragraph. The value of real property and improvements of each tax parcel shall be the total market value as shown on the records of the Erie County Auditor. The front feet of each tax parcel shown on the records of the Erie County Auditor shall be presumed to be accurate, unless and until rebutted by more accurate information.

The following formula will be used to levy an assessment on individual parcels that is in proportion to the benefits which may result from the Services Plan:

Commercial Properties, as identified by each parcel's Land Use Classification

Years 1-5: .1925% of the parcel's Total Market Value

Residential Properties, as defined by each parcel's Land Use Classification:

Year 1: .1575% of the parcel's Total Market Value

Year 2: .159862% of the parcel's Total Market Value

Year 3: .162225% of the parcel's Total Market Value

Year 4: .164588% of the parcel's Total Market Value

Year 5: .16695% of the parcel's Total Market Value

Term of Assessment and Base Services Plan

Assessments on parcels in the District will begin with the tax bill each property receives in January 2019 and will continue for a five-year period of time and terminate with the final tax bill received in 2023. Services will be provided beginning May 1, 2019, for a five-year period of time and terminate on April 30, 2024.

EXHIBIT B | MAP DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

The Services Plan will be executed within the area shown in the map below:



**EXHIBIT C | PARCELS
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

The parcels within the Preliminary Boundary include:

56-00051.000	56-00353.004	56-00711.000	56-01026.000	56-01174.029	56-01174.067
56-00077.000	56-00353.005	56-00713.000	56-01067.000	56-01174.030	56-01174.068
56-00078.000	56-00353.006	56-00772.000	56-01068.000	56-01174.031	56-01174.069
56-00079.000	56-00353.007	56-00801.000	56-01071.000	56-01174.032	56-01174.070
56-00080.000	56-00353.008	56-00802.000	56-01098.000	56-01174.033	56-01174.071
56-00082.000	56-00353.009	56-00813.000	56-01112.000	56-01174.034	56-01174.072
56-00103.000	56-00353.010	56-00816.000	56-01115.000	56-01174.035	56-01174.073
56-00105.000	56-00353.011	56-00817.000	56-01126.000	56-01174.036	56-01174.074
56-00108.000	56-00353.012	56-00845.000	56-01142.000	56-01174.037	56-01174.075
56-00119.000	56-00354.000	56-00846.000	56-01147.000	56-01174.038	56-01174.076
56-00126.000	56-00367.000	56-00856.000	56-01167.000	56-01174.039	56-01174.077
56-00126.001	56-00369.000	56-00891.000	56-01169.000	56-01174.040	56-01174.078
56-00128.000	56-00370.000	56-00895.000	56-01174.000	56-01174.041	56-01174.079
56-00131.000	56-00387.000	56-00896.000	56-01174.003	56-01174.042	56-01174.080
56-00146.000	56-00399.000	56-00913.000	56-01174.004	56-01174.043	56-01174.081
56-00147.000	56-00400.000	56-00915.000	56-01174.005	56-01174.044	56-01174.082
56-00148.000	56-00434.000	56-00920.000	56-01174.006	56-01174.045	56-01174.159
56-00152.000	56-00435.000	56-00921.000	56-01174.007	56-01174.046	56-01174.160
56-00152.001	56-00437.000	56-00932.000	56-01174.008	56-01174.047	56-01174.161
56-00153.000	56-00438.000	56-00933.000	56-01174.010	56-01174.048	56-01174.162
56-00170.000	56-00439.000	56-00947.000	56-01174.011	56-01174.049	56-01174.163
56-00170.001	56-00477.000	56-00965.000	56-01174.012	56-01174.050	56-01174.164
56-00174.000	56-00490.000	56-00970.000	56-01174.013	56-01174.051	56-01174.165
56-00175.000	56-00499.000	56-00971.000	56-01174.014	56-01174.052	56-01174.166
56-00183.000	56-00505.000	56-00980.000	56-01174.015	56-01174.053	56-01174.167
56-00184.000	56-00519.000	56-00981.000	56-01174.016	56-01174.054	56-01174.168
56-00260.000	56-00520.000	56-00987.000	56-01174.017	56-01174.055	56-01174.169
56-00274.000	56-00521.000	56-00988.000	56-01174.018	56-01174.056	56-01174.170
56-00275.000	56-00523.000	56-00989.000	56-01174.019	56-01174.057	56-01174.171
56-00276.000	56-00526.000	56-00990.000	56-01174.020	56-01174.058	56-01174.172
56-00283.000	56-00527.000	56-00991.000	56-01174.021	56-01174.059	56-01174.173
56-00330.000	56-00528.000	56-00992.000	56-01174.022	56-01174.060	56-01174.174
56-00341.000	56-00528.001	56-00993.000	56-01174.023	56-01174.061	56-01174.175
56-00343.000	56-00577.000	56-00994.000	56-01174.024	56-01174.062	56-01174.176
56-00351.000	56-00603.000	56-00998.000	56-01174.025	56-01174.063	56-01174.177
56-00353.001	56-00615.000	56-00999.000	56-01174.026	56-01174.064	56-01174.178
56-00353.002	56-00679.000	56-01000.000	56-01174.027	56-01174.065	56-01174.179
56-00353.003	56-00710.000	56-01024.000	56-01174.028	56-01174.066	56-01174.180

56-01174.181	56-01174.209	56-01174.237	56-01174.265	56-01315.001	56-64038.000
56-01174.182	56-01174.210	56-01174.238	56-01174.266	56-01319.000	56-64039.000
56-01174.183	56-01174.211	56-01174.239	56-01174.267	56-01322.000	56-64040.000
56-01174.184	56-01174.212	56-01174.240	56-01174.268	56-01387.000	56-64043.000
56-01174.185	56-01174.213	56-01174.241	56-01174.269	56-01389.000	56-64045.000
56-01174.186	56-01174.214	56-01174.242	56-01174.270	56-60083.000	56-64051.000
56-01174.187	56-01174.215	56-01174.243	56-01174.271	56-60104.000	56-64052.000
56-01174.188	56-01174.216	56-01174.244	56-01174.272	56-60807.000	56-68023.000
56-01174.189	56-01174.217	56-01174.245	56-01174.273	56-60818.000	56-68041.000
56-01174.190	56-01174.218	56-01174.246	56-01174.274	56-60819.000	56-68042.000
56-01174.191	56-01174.219	56-01174.247	56-01190.000	56-60823.000	56-68043.000
56-01174.192	56-01174.220	56-01174.248	56-01202.000	56-61007.000	56-68058.000
56-01174.193	56-01174.221	56-01174.249	56-01204.000	56-61045.000	56-68066.000
56-01174.194	56-01174.222	56-01174.250	56-01217.000	56-61357.000	56-70353.004
56-01174.195	56-01174.223	56-01174.251	56-01218.000	56-64001.000	56-70353.005
56-01174.196	56-01174.224	56-01174.252	56-01219.000	56-64002.000	56-70353.010
56-01174.197	56-01174.225	56-01174.253	56-01226.000	56-64003.000	56-70353.011
56-01174.198	56-01174.226	56-01174.254	56-01234.000	56-64004.000	56-90076.000
56-01174.199	56-01174.227	56-01174.255	56-01235.000	56-64005.000	56-90077.000
56-01174.200	56-01174.228	56-01174.256	56-01246.000	56-64014.000	59-01023.001
56-01174.201	56-01174.229	56-01174.257	56-01247.000	56-64017.000	59-01066.001
56-01174.202	56-01174.230	56-01174.258	56-01248.000	56-64020.000	59-01066.002
56-01174.203	56-01174.231	56-01174.259	56-01249.000	56-64022.000	59-01066.003
56-01174.204	56-01174.232	56-01174.260	56-01253.000	56-64023.000	59-61065.001
56-01174.205	56-01174.233	56-01174.261	56-01254.000	56-64024.000	59-61390.000
56-01174.206	56-01174.234	56-01174.262	56-01255.000	56-64032.000	
56-01174.207	56-01174.235	56-01174.263	56-01285.000	56-64036.000	
56-01174.208	56-01174.236	56-01174.264	56-01314.000	56-64037.000	

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PETITION AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE PETITION FOR CREATION OF THE DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT UNDER OHIO REVISED CODE CHAPTER 1710.

WHEREAS, pursuant to Ohio Revised Code Chapter 1710, a Special Improvement District (SID) may be created within the boundaries of a municipal corporation for the purpose of developing and implementing plans for public improvements and public services; and

WHEREAS, a Special Improvement District is created upon the petition of private property owners to the municipal corporation with the petition being signed by owners representing 60% or more of the front feet along public streets, alleys, and other rights-of-way, or owners representing 75% of the land area, and the City, being a municipal corporation owning property within the downtown, may participate as a “private property owner” in the creation of the Special Improvement District; and

WHEREAS, during the process for the Sandusky 2018 Strategic Plan there was a desire to increase Sandusky’s status as a Destination City and the Plan states to support Sandusky Main Street in passing a Special Improvement District to create a revenue stream to support ongoing maintenance and programming of Downtown Sandusky; and

WHEREAS, the purpose of this legislation is to authorize the City Manager to sign the Petition to Create the Downtown Sandusky Special Improvement District to include City owned property identified in the Petition, a copy of which is attached to this Resolution, as part of the total threshold of “private property” necessary to establish a Special Improvement District; and

WHEREAS, if the threshold of signatures is met, a Master Petition will be submitted to this City Commission for approval thereby allowing the City to levy assessments on parcels in the District; and

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

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

Section 1. This City Commission approves the Petition for Creation of the Downtown Sandusky Special Improvement District and authorizes and directs the City Manager to execute the Petition for Creation of the Downtown Sandusky Special Improvement District on behalf of the City, a copy of which is attached to this Resolution and marked Exhibit “1” and is specifically incorporated as if fully rewritten herein.

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 shall take effect at the earliest time allowed by Law.

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

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

Passed: March 26, 2018 (effective after 30 days)

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: _____

Property Owner: CITY OF SANDUSKY

Authorized Signatory: _____
(printed name of signatory)

Support for **Services Plan**

X

(signature)

Address for notices to Property Owner: _____

Email for notices to Property Owner: _____

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00103.000	JACKSON ST	JACKSON	22
56-00146.000	409 W WATER ST	WATER	200
56-01314.000	JACKSON ST	JACKSON	0
56-01315.001	W SHORELINE DR	SHORELINE	10
56-60104.000	JACKSON ST	JACKSON	35
56-60823.000	134 JACKSON ST	JACKSON	20
56-64001.000	W WATER ST	WATER	33
56-64002.000	W WATER ST	WATER	35
56-64003.000	W WATER ST	WATER	3
56-64004.000	W WATER ST	WATER	33
56-64014.000	E WASHINGTON ROW	WASHINGTON	398
56-64017.000	W WASHINGTON ROW	WASHINGTON	398
56-64020.000	E WASHINGTON ROW	WASHINGTON	398
56-64022.000	E WATER ST	WATER	200
56-64023.000	E WASHINGTON ROW	WASHINGTON	398
56-64024.000	COLUMBUS ST	COLUMBUS	20
56-64032.000	W WATER ST	WATER	37

56-64036.000	JACKSON ST	JACKSON	110
56-64037.000	W WATER ST	WATER	20
56-64038.000	W WATER ST	WATER	20
56-64039.000	W WATER ST	JACKSON	23
56-64040.000	W WATER ST	JACKSON	17.5
56-64043.000	W WATER ST	WATER	20
56-64045.000	WAYNE ST	WAYNE	132
56-64051.000	HANCOCK ST	HANCOCK	264
56-64052.000	W MARKET ST	MARKET	44
56-68066.000	E MARKET ST	MARKET	400
59-01023.001	W WATER	WATER	0
59-01066.001	W SHORELINE DR	SHORELINE	0
59-01066.002	W SHORELINE DR	SHORELINE	0
59-01066.003	W SHORELINE DR	SHORELINE	551
59-61065.001	W SHORELINE DR	SHORELINE	132
59-61390.000	W WATER ST	WATER	133
		TOTAL:	4106.50



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Casey Sparks, Chief Planner
Date: March 13, 2018
Subject: March 26th, 2018 Commission Agenda Item –Application for an amendment to the zoning map for parcel 59-00889.000.

Item for Consideration: Application to rezone parcel 59-00889.000/ 301 Superior Street from “LM” Limited Manufacturing to “PF” Public Facility.

Purpose: The Bicentennial Vision/ Comprehensive Plan outlines the city- wide development for the next ten years. In general, zoning amendments should align with the proposed land uses stated in a Comprehensive Plan. Therefore, the Comprehensive Plan is utilized by staff as one factor when evaluating proposed amendments.

Background Information: Pete Daniel, on behalf of Erie County, is requesting a zoning amendment for the above referenced property. The property is currently zoned “LM” Limited Manufacturing, the applicant is proposing to rezone the property to “PF” Public Facility. The subject property is located on the north end of Superior Street directly adjacent to the existing Health Department. The building is currently being utilized for Ability Works. The County has recently purchased the property with the intention to convert the building to a recovery housing program for women who have successfully completed a drug or alcohol detoxification program. This use will provide a safe and sober living arrangement for 80 individuals that will assist in promoting abstinence from alcohol or drugs through a traditional clinical treatment plan. The applicant proposes to utilize the existing building with only interior alterations to the facility. There are currently over sixty plus parking spaces on the site, per Section 1149.05 the code requires one parking space per two beds, understanding that the applicant is proposing 80 beds staff believes there would be adequate parking for the site. Planning Commission recommended approval of the zoning amendment at the special meeting held on February 8th, 2018.

Correlation to the Comprehensive Plan:

The Bicentennial Vision plan references a Livable City and speaks to developing, executing, and monitoring effectiveness of strategies targeting priority areas including gun violence, drug abuse, quality of life a, and youth violence. This facility will continue to assist in the efforts to combat the drug epidemic within the area. The Comprehensive plan does call for residential stabilization within the area however it is important to keep in mind that the existing and proposed use are both Public Facility in nature and the properties to the east and west of 301 Superior Street are zoned as “PF” Public Facility.

Budgetary Impact:

There is no impact to the general fund.

Action Requested: It is requested that City Commission approve the proposed amendments to the zoning map for the following parcel: 59-00889.000. It is requested that this ordinance take effect under Section 13 of the City Charter.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington, AICP
Department of Community Development

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



Department of Planning and Development

March 16, 2018

Planning Commission recommends the approval for the rezoning amendment for the following parcel: 59-00889.000 (301 Superior Street) from "LM" / Limited Manufacturing to "PF"/Public Facility.

A handwritten signature in black ink, appearing to read "Michael Zuillhof", is written over a horizontal line.

Michael Zuillhof
Planning Commission Chair

CITY OF SANDUSKY, OHIO
DEPARTMENT OF DEVELOPMENT
DIVISION OF PLANNING

PLANNING COMMISSION REPORT

APPLICATION FOR AN AMENDMENT TO
THE ZONE MAP FOR
301 SUPERIOR STREET

Reference Number: PC-01-2018

Date of Report: January 31st, 2018

Report Author: Casey Sparks, Chief Planner



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

Pete Dainel on behalf of Ability Works, Inc. has submitted an application for an amendment to the Zone Map from “LM” Limited Manufacturing to “PF” Public Facility for 301 Superior Street. The following information is relevant to this application:

Applicant: Ability Works, Inc.
301 Superior Street
Sandusky, Ohio 44870

Authorized Agent: Pete Daniel
2900 Columbus Ave
Sandusky, Ohio 44870

Site Location: 301 Superior Street

Zoning: “LM” General Manufacturing

Existing Uses: Ability Works, Inc.

Proposed Uses: Erie County Health Department- Institutional Use- Recovery housing facility for woman who have completed the detoxification program

Applicable Plans & Regulations: City of Sandusky Comprehensive Plan
Sandusky Zoning Code Chapter
Chapter 1113 Amendments
Chapter 1123 Public Facilities
Chapter 1139 Manufacturing Districts

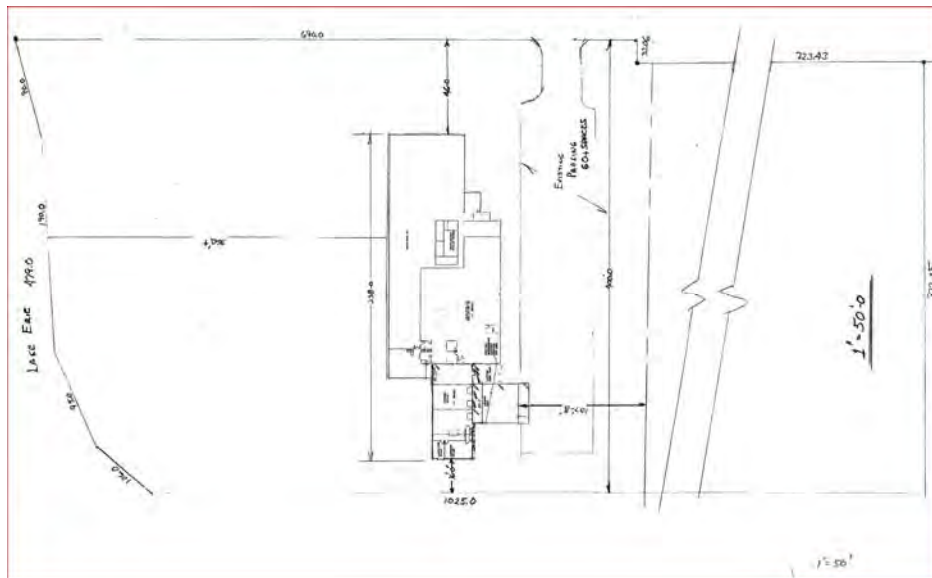
SITE DESCRIPTION

The subject properties are located on north end of Superior Street within the “LM” General Manufacturing Zoning District. The subject property is surrounded “PF” Public Facility to the west, “LM” Limited Manufacturing to the south, and “PF Public Facility “to the east.

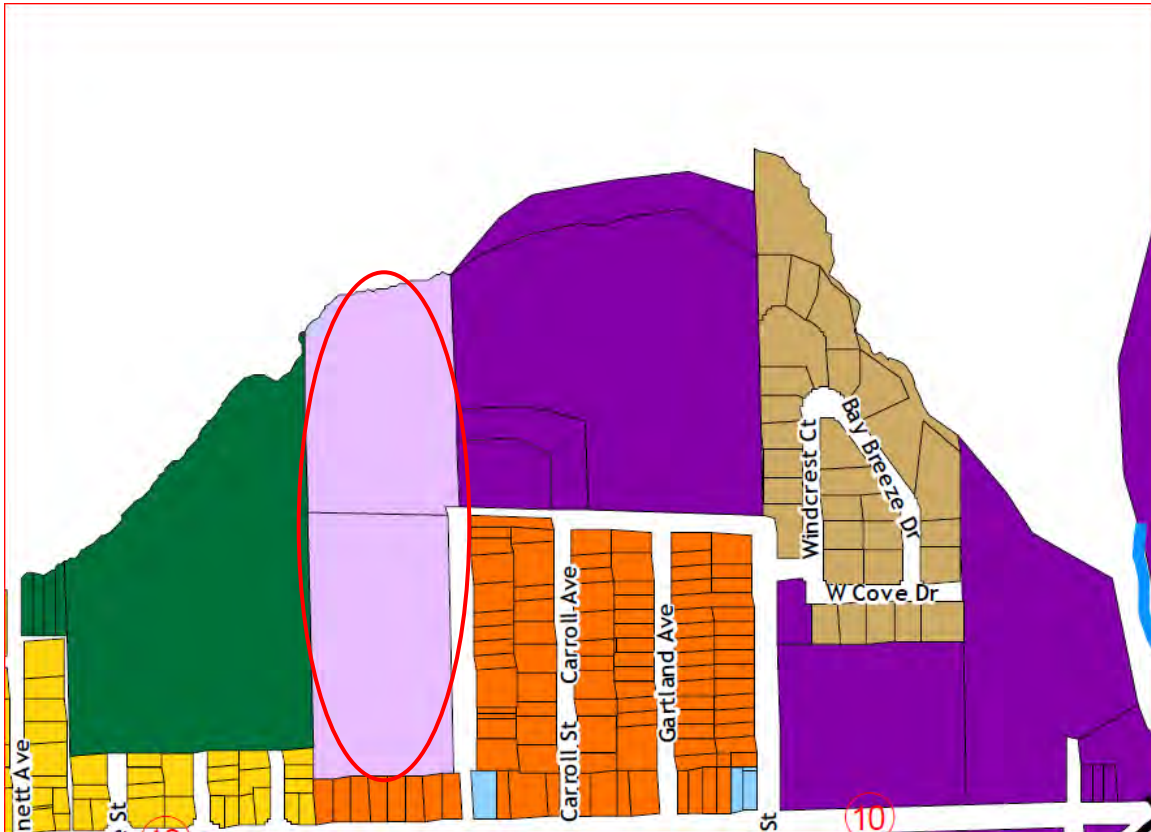
The subject property is zoned “LM”/Limited Manufacturing District by the Sandusky Zoning Code.

A picture of the property along with a location map are found below. The parcel of the subject property is pointed out:

301 Superior Street



Zone Map – Parcels outlined in red



PF PUBLIC FACILITY	R1-40 SINGLE-FAMILY RESIDENTIAL	LB LOCAL BUSINESS	DBD DOWNTOWN BUSINESS
RS RESIDENTIAL SUBURBAN	R2F TWO-FAMILY RESIDENTIAL	RB ROADSIDE BUSINESS	CS COMMERCIAL SERVICE
R1-75 SINGLE-FAMILY RESIDENTIAL	RMF MULTI-FAMILY RESIDENTIAL	GB GENERAL BUSINESS	LM LIMITED MANUFACTURING
R1-60 SINGLE-FAMILY RESIDENTIAL	RRB RESIDENTIAL / BUSINESS	CA COMMERCIAL AMUSEMENT	GM GENERAL MANUFACTURING
R1-50 SINGLE-FAMILY RESIDENTIAL	P AUTO PARKING	CR COMMERCIAL RECREATION	PLD PLANNED UNIT DEVELOPMENT
AC AGRICULTURAL			10 REQUIRED SETBACK IN FEET

DIVISION OF PLANNING COMMENTS

The applicant is requesting a rezoning for the property located at 301 Superior Street to “PF”/ Public Facilities from “LM” / Local Manufacturing. The existing site is utilized for Ability Works. The “LM” Local Manufacturing zoning classification was likely in place for quite some time before the existing use was established. Per the application, the County will be purchasing the property with the intention to convert the building to a recovery housing program for women who have

successfully completed a drug or alcohol detoxification program. This use will provide a safe and sober living arrangement for 80 individuals, this will promote abstinence from alcohol or drugs and retention in a traditional clinical treatment plan. This site does allow for expansion if needed. If the applicant is planning on constructing a new building or if the parking area will be increased the applicant will be required to go through site plan approval. The current application is only addressing the zoning. The applicant has provided a preliminary layout of the site, there appears to be no changes to the outside of the structure, staff would assume that all changes will occur in the interior of the building. Section 1149.059(b) requires one parking space per two beds, understanding the applicant is proposing 80 beds and there is sixty plus parking spaces staff believes there is ample parking on the site.

ENGINEERING STAFF COMMENTS

The City Engineer has reviewed the proposed zoning amendment and has no objections or concerns regarding the proposed zone map amendment.

BUILDING STAFF COMMENTS

The City Building Official has reviewed the application and has no concerns regarding the proposed zone map amendment.

POLICE DEPARTMENT COMMENTS

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

FIRE DEPARTMENT COMMENTS

The City Fire Chief has reviewed the proposed application and has no objections or concerns regarding the proposed zone map amendment.

CONCLUSION/RECOMMENDATION

In conclusion, Planning Staff recommends approval of the proposed amendment to the Zone Map for 301 Superior Street. Staff recognizes that the properties to the east and west of the property are zoned as “PF” Public Facility and understanding the property’s close proximity to the Health Department and the existing services offered at that site Staff would recommend approval of the proposed zoning amendment. Staff also recognizes that aside from the proposed use, the existing use of the facility fits more appropriate in a “PF” Public Facility zoning district.

It is also important to note that this property is located directly adjacent to the park and the Lake, as we update the Sandusky Bay Pathway plan we hope that we could begin an open discussion regarding public access for this property.

Planning Commission
February 8, 2018
Special Meeting Minutes
"Draft"

The Chairman called the meeting to order at 4:32PM. The following members were present: Mr. David Miller, Mr. Pete McGory, Chairman Michael Zuilhof, Mr. Joe Galea and Mr. David Waddington. Ms. Casey Sparks and Ms. Angela Byington represented the Planning Department; Mr. Trevor Hayberger represented the Law Department; and Debi Eversole, Clerk from the Community Development Department. Mr. Jackson and Mr. Whelan were excused.

Mr. Galea requested that the 10/25/17 meeting minutes reflect that he will recuse himself due to representation of clients in pending litigation with Firelands Regional Medical Center. The clerk advised the changes would be made.

Mr. Miller moved to approve the minutes from the October 25, 2017 (as corrected) and the November 15, 2017 meetings. Mr. Waddington seconded the motion, which carried with a unanimous vote.

Mr. Hayberger swore in audience members and staff that wished to speak on any of the agenda items.

Ms. Sparks presented that Pete Daniel, on behalf of Ability Works, Inc had submitted an application for an amendment to the Zone Map from Limited Manufacturing to Public Facility. The existing use is Ability Works and the proposed use is for a safe and sober living facility for 80 individuals. There will not be any changes to the structure of parking at this time. Section 1149.05(b) requires one space per two beds which would be 40 spaces. The site plan indicates that there are approximately 60 spaces.

Staff recommended approval of the zoning amendment and requested to continue the open discussion regarding public access for the property.

Tim King, Erie Regional Planning Commission spoke on behalf of the plan. The facility is east of Lions Park and west of the Erie County Health Department. He stated that this proposal would be a down zoning since it will be a less intense use. The facility would be an 80 bed recovery housing facility for women who have been through detox from alcohol and chemical dependency. This facility will give the women extra time to physically and mentally recovery from dependency. Partners in this project include: Erie County Commissioners, Erie County Health Department, Lorain County Alcohol and Drug Abuse Service Center and Primary Purpose Center, a 501c3 out of Sheffield Township. The facility will offer a safe and sober living facility, recreational and leisure activities, chores and job training and placement as well as onsite alcohol and narcotics anonymous meetings. The facility will be staffed 24 hours. Priority will be given to Erie, Ottawa and Lorain County women. The key to the rezoning is the proximity to the Erie County Health Department which will provide other services to the patients. The projected occupancy is 85% daily for a total census of 67 per day. They anticipate 350 admissions per year. There are 4 ADA parking spaces and it is assumed that the facility is compliant with ADA.

Norris Gessinger, 620 LaSalle St stated that his property abuts the property in question. He asked why this property was chosen for this project.

Pete Schade, Erie County Health Department stated that logistically, the site became available and the patients at 420 Superior Street will be able to just walk across a parking lot to get to the next phase of their treatment. All of the female patients will be in active recovery so there will be no seeking drugs. There will be security via the Health Department during the night hours.

Mr. Gessinger stated that he had heard that the facility wanted to use a location in Perkins Township but he heard that the citizens of Perkins Township complained so now it is proposed in his neighborhood. He stated that there are ex-cons on that side of Sandusky and he felt that a facility such as this might bring more crime into the area.

Pat Shenigo, Erie County Commissioner stated that the people that will be within these facilities on Superior Street have a medical condition. Although they may have turned to crime in the past to feed their addictions, they are not criminals. They need these facilities to try to get their lives back together. When the building at 301 Superior Street became available, it made sense. There will be no need for vehicles to transport from one facility to another. It will be a great service for the community.

Mr. Gessinger wanted to state for the record that he is against the proposal. He had lived in this area for 17 years. In those 17 years, the area had been plagued by drugs and other crime. He had found drug paraphernalia right at the fence line so what would stop someone from passing something through the fence to a patient. He added that there is a bar at the end of the street that could be a temptation to the patients. He stated that there were several properties between LaSalle Street and Monroe Street that he knew were raided for drugs. He said that he was afraid that there would be more drug dealers in the area where Lion's Park was just improved.

Mr. Shenigo stated that he remembered the same thing happening in Vermilion. There were similar concerns that more crime would be brought to the area, more drugs would be in the area. He added that the Vermilion residents soon learned that the patients were not all bad people. They had made some bad decisions and were trying to get their lives back together. He stated that drugs are everywhere. One of the highest heroin use per capita cities in the United States is Columbus. The problem is not exclusive to Erie County or Sandusky Ohio. The patients at the facility have made a commitment to get better and will have gone through the detox period and this will be the next step to recovery. Offer the tools to return to jobs and families.

Mr. Galea asked what the typical setting is in facilities like these in other communities as far as commercial or residential areas. Mr. Schade answered that in Lorain County, there is an apartment building next to a school in a residential neighborhood. There are also sober living homes all over the country. The difference in our facility is that we offer the detoxification unit. Once the detox phase is complete, we can offer the recovery services in a very nearby location. The success rate is very high due to the fact that they complete all of the phases of recovery including job training, academic training and financial training to be able to re-enter the community. To address Mr. Galea's question specifically, most if not all recovery homes are within residential neighborhoods.

Chairman Zuilhof stated that the commission is to vote based upon the facts given. He advised that anyone that had issues within their neighborhood should contact the authorities. The commission had heard comments for and opposed.

Mr. Miller advised that he would be abstaining from the vote as he is employed with Erie County.

Mr. McGory stated that all laws that apply to every citizen must be abided by all residents of the facility. If there ever becomes a problem, the laws still apply.

Chairman Zuilhof stated that if there are still things going on at the park, Staff could make note of those concerns and pass them to the appropriate department.

Mr. Waddington moved to approve the application as recommended. Mr. McGory seconded the motion. Mr. Galea asked if there would be another application for site plan approval. Ms. Sparks stated that if no exterior modifications are requested and the applicant is meeting the parking requirements that they would not have to return for site plan approval. She added that during her presentation, she stated that they do have the required one space per two beds so unless they modify the exterior of the building or the commission conditions the approval, they would not have to return. With no further discussion, the motion carried with a 4/0 vote, Mr. Miller abstained.

Ms. Sparks noted that there would be a regularly scheduled Planning Commission meeting on 2/28/18 immediately followed by a Landmarks Commission meeting.

Chairman Zuilhof adjourned the meeting at 5:10PM.

APPROVED:

Debi Eversole, Clerk

Michael Zuilhof, Chairman

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE PARCEL NO. 59-00889.000, LOCATED AT 301 SUPERIOR STREET, FROM "LM" (LIMITED MANUFACTURING) TO "PF" (PUBLIC FACILITY); AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, a request is being made on behalf of the Board of Commissioners of Erie County for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for Parcel No. 59-00889.000, located at 301 Superior Street, from "LM" (Limited Manufacturing) to "PF" (Public Facility) and as more fully described herein and in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

WHEREAS, the request for rezoning from "LM" (Limited Manufacturing) to "PF" (Public Facility) will allow Erie County to convert the recently purchased building to a recovery housing facility for women who have successfully completed a drug or alcohol detoxification program; and

WHEREAS, this request was heard by the Planning Commission at their February 8, 2018, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment; and

WHEREAS, a public hearing on the applicant's request was held by this City Commission at their March 26, 2018, regularly scheduled meeting; and

WHEREAS, this Ordinance should be passed under suspension of the rules in accordance with Section 13 of the City Charter approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances for Parcel No. 59-00889.000, located at 301 Superior Street from "LM" (Limited Manufacturing) to "PF" (Public Facility); and

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

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

Section 1. This City Commission approves the requested rezoning and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the rezoning of Parcel No. 59-00889.000, located at 301 Superior Street, from "LM" (Limited Manufacturing) to "PF" (Public Facility) as more fully described in Exhibits "A" and "B" which are attached to this

Ordinance and specifically incorporated herein, from "LM" (Limited Manufacturing) to "PF" (Public Facility).

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

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as provided in Section 13 of the City Charter after its adoption 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: March 26, 2018 (effective after 30 days)

Parcel "A"
11.8341 Acres

Being situated in the State of Ohio, County of Erie, City of Sandusky, Survey of Mills Estate (PV 1 PG 14), Lots 71 & 72, Part Lot 70 and being more definitely described as follows:

Commencing at a PK Nail, set, marking the intersection of the centerline of Monroe Street (66 FT) with the centerline of Superior Street (66 FT); Thence North $01^{\circ}56'00''$ West along the centerline of Superior Street a distance of 158.00 feet to a point; Thence South $88^{\circ}09'26''$ West a distance of 33.00 feet to a $\frac{1}{2}$ " iron pin & cap, set, on the North line of a parcel owned by Gale Dauch Trustee (RN 200509569) and the point of beginning;

(1) Thence South $88^{\circ}09'26''$ West along the North line of said Dauch parcel and parcels owned by RRR Realty Development (RN 201110099, RN 201110020, RN 20110329, RN 201110974, RN 201201569) and a parcel owned by WMP Property Management (RN 201006277), a distance of 377.35 feet to a $\frac{1}{2}$ " iron pin & cap, set, on the East line of Ogontz Point Subdivision (PV 6 PG 70);

(2) Thence North $01^{\circ}50'10''$ West along the East line of said Ogontz Subdivision, passing through steel fence post, found, at a distance of 704.60 feet and a $\frac{1}{2}$ " iron pin & cap, set, at a distance of 1096.30, a distance of 1205.00 feet to a point on the approximate shoreline of Sandusky Bay;

(3) Thence North $39^{\circ}34'57''$ East along the approximate shoreline of Sandusky Bay, a distance of 106.00 feet to a point;

(4) Thence North $67^{\circ}29'42''$ East continuing along said shoreline, a distance of 93.00 feet to a point;

(5) Thence North $79^{\circ}02'23''$ East continuing along said shoreline, a distance of 190.00 feet to a point;

(6) Thence North $42^{\circ}47'32''$ East continuing along said shoreline, a distance of 90.00 feet to its intersection the northerly extension of the centerline of Superior Street;

(7) Thence South $01^{\circ}56'00''$ East along the northerly extension of Superior Street, passing through a steel fence post, found at a distance of 68.00 feet and a steel fence post, found at a distance of 347.00 feet, a distance of 690.00 feet to a drill hole, cut in concrete pavement;

(8) Thence North $88^{\circ}24'38''$ West a distance of 33.06 feet to a 1" hole in grate, found, marking the intersection of the North line of Jefferson Street (50 FT) with the West line of Superior Street (66 FT);

2.

(9) Thence South 01°56'00" East along the westerly line of Superior Street, a distance of 723.43 feet to a 1/2" iron pin & cap, set and the point of beginning, containing 11.8341 acres, more or less, of which 1.1398 acres are in Lot 70 and 4.8785 acres are in Lot 71 and 5.8158 acres are in Lot 72, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in December 2013. The bearings were determined by using ODOT VRS system.

Daniel E. Hartung Jr. 12/7/2013
Daniel E. Hartung Jr., PE, PS

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

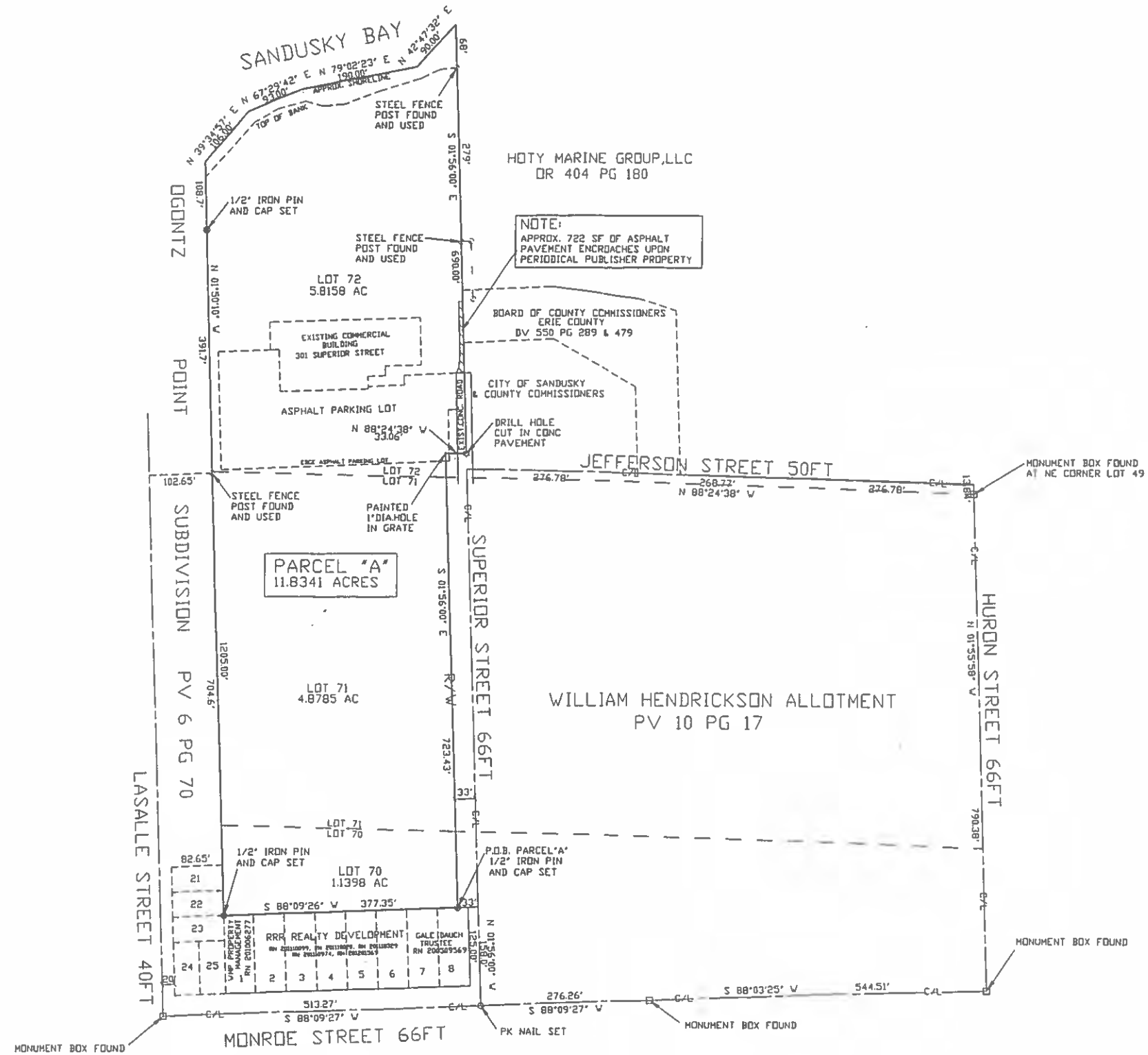
Donald Williams
Erie County Engineer 12/09/13
Date: _____



LAWYERS TITLE INS. CORP.
CASE # 13-613

APPROVED BY THE PLANNING
AND ZONING COMMISSION
CITY OF SANDUSKY, OHIO

DATE 12-19-13 *Patricia Corrigan* Secy.
Corrigan
Chief Planner



MAP OF SURVEY
FOR
PERIODICAL PUBLISHERS
SERVICE BUREAU, INC
LOT 72, 71 AND PART LOT 70 IN THE SURVEY
OF MILLS ESTATE PLAT VOLUME 1 PAGE 14
CITY OF SANDUSKY ERIE COUNTY, OHIO
DECEMBER 2013 SCALE 1"=100'

I HEREBY CERTIFY THE WITHIN
TO BE A TRUE REPRESENTATION
OF A SURVEY MADE BY ME. THE
BEARINGS WERE DETERMINED BY
USING ODOT VRS SYSTEM.

Daniel E. Hartung, Jr. 12/4/2013
DANIEL E. HARTUNG, JR., PE, PS



HARTUNG & ASSOCIATES
ENGINEERS & SURVEYORS
P.O. BOX 426, 346 NORTH MAIN ST., HURON, OH 44839-0426
(419) 433-4321 FAX (419) 433-7879

APPROVED BY THE PLANNING
AND ZONING COMMISSION
CITY OF SANDUSKY, OHIO
DATE 12-18-13
Paula...
City Planner
Secy.

12/14/13
Erie County Engineer



Department of Community Development

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: March 16, 2018
Subject: Commission Agenda Item – Approving the City’s intent to invest in the redevelopment of the Feick Building

Items for Consideration: Legislation approving the City’s intent to invest in the redevelopment of the Feick Building by granting funds up to \$1.3 million to Marous Development Group, LLC, an Ohio Limited Liability Company, using proceeds from the Chesapeake TIF fund for the purposes of furthering economic development efforts in the City.

Background Information: Marous is owned by Adelbert (Chip) Marous, Jr. who, through his affiliated companies has for over 38 years executed development and construction services on adaptive reuse projects in Northern Ohio, including the Columbus Avenue Revitalization Project in downtown Sandusky that is currently under construction. Other significant development and construction services on adaptive reuse projects located in downtown Cleveland include historic rehabilitation projects such as the Central YMCA, the Bingham Building, Bridgeview Apartments and the Hyatt Regency at the Arcade.

The location of the proposed project is 158-160 East Market Street, commonly known as the Feick Building. Marous plans to purchase, restore and redevelop the architecturally distinct historic Feick Building into a vibrant new 77,000+ square foot, \$13 million mixed-use development consisting of 66 market rate apartments including a new addition over the three-story rear portion of the building. Additionally, the project will contain newly renovated retail and/or office spaces located in the former bank lobby and elsewhere on the ground floor.

The Feick Building is federally registered as a historic building and is eligible for historic tax credits. In March of 2018, Marous will seek a \$2 million Round 20 Ohio Historic Preservation Tax Credit award. If awarded, the tax credit will allow the project to move forward. The total project costs are over \$13 million – including acquisition. The rehabilitation project proposes to fully stabilize, repair and rehabilitate the building envelope. The entrances to the building will be restored, the upper seven floors of the existing eight-story building will be adaptively used for new residential apartments and the addition over the existing three-story portion of the building will contain new finishes complimentary to the renovated spaces. A new stair and elevator structure will be

constructed at the rear of the building. New plumbing, a new fire suppression system, upgraded electrical and HVAC systems will all be installed.

This project is transformative and catalytic for the business district and ultimately the City. As such, I recommend a grant for this project in an amount not to exceed \$1.3 Million, with the grant to be paid first with available Chesapeake TIF funds and the remaining balance to be paid with funds through the Substantial Development Grant Program up to \$300,000.

The above grant is conditioned upon the City's ability to monetize Chesapeake TIF revenue via the sale of bonds. The above grant is further 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 grant is also contingent upon Marous securing all other project financing. The target completion date for the project is June 30, 2020.

Due to deadlines for tax credit applications, the grant requests need to be reviewed by the end of March. Please note that Marous will also apply for tax abatement for this project, which the Sandusky City School Board intends to review at a later date. As such, the tax abatement request for this project will be forthcoming.

Budgetary Information: The City will be responsible for providing grant funds in an amount not to exceed \$1.3 million from the Chesapeake TIF, subject to the above conditions.

Action Requested: It is requested that the proper legislation be prepared approving the City's intent to commit the grant funds to Marous. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the grant agreement to allow Marous to move forward with budgetary planning and facilitate rehabilitation.

I concur with this recommendation:

Eric L. Wobser
City Manager

Maria Muratori
Development Specialist

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE CITY'S INTENT TO INVEST IN THE REDEVELOPMENT OF THE FEICK BUILDING LOCATED AT 158-160 EAST MARKET STREET BY GRANTING FUNDS UP TO \$1.3 MILLION TO MAROUS DEVELOPMENT GROUP, LLC, USING PROCEEDS FROM THE CHESAPEAKE TIF FUND; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Marous Development Group, LLC, is owned by Adelbert (Chip) Marous, Jr. who, through his affiliated companies has for over 38 years executed development and construction services on adaptive reuse projects in Northern Ohio, including the Columbus Avenue Revitalization Project in downtown Sandusky that is currently under construction and other significant development and construction services on adaptive reuse projects located in downtown Cleveland include historic rehabilitation projects such as the Central YMCA, the Bingham Building, Bridgeview Apartments and the Hyatt Regency at the Arcade; and

WHEREAS, the location of the proposed project is 158-160 East Market Street, commonly known as the Feick Building and Marous Development Group, LLC, plans to purchase, restore and redevelop the architecturally distinct historic Feick Building into a vibrant new 77,000+ square foot, \$13 million mixed-use development consisting of 66 market rate apartments including a new addition over the three-story rear portion of the building and additionally, the project will contain newly renovated retail and/or office spaces located in the former bank lobby and elsewhere on the ground floor; and

WHEREAS, the Feick Building is federally registered as a historic building and is eligible for historic tax credits and in March of 2018, Marous Development Group, LLC, will seek a \$2 million Round 20 Ohio Historic Preservation Tax Credit award and if awarded will allow the project to move forward; and

WHEREAS, it has been determined that the development of this property is 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 the citizens of the City; and

WHEREAS, this project is transformative and catalytic for the business district and ultimately the City and the City intends to invest in this redevelopment project by granting funds up to \$1.3 million using proceeds from the Chesapeake TIF fund to the extent they are available; and

WHEREAS, it is being requested in companion legislation to approve a grant in the maximum amount of \$300,000.00 through the Substantial Development Grant Program to Marous Development Group, LLC, in relation to the property located at 158-160 East Market Street; and

WHEREAS, the total investment by the City for this project will not exceed \$1.3 Million and will be paid first with available Chesapeake TIF funds and the remaining balance will be paid with funds through the Substantial Development Grant Program up to \$300,000.00; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to provide documentation of the City's intent to financially assist Marous Development Group, LLC, with their project and allow them to move forward with budgetary planning and facilitate redevelopment; 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 Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission approves the City's intent to invest in the redevelopment of the Feick Building located at 158-160 East Market Street by granting funds to Marous Development Group, LLC, using proceeds from the Chesapeake TIF fund in an amount **not to exceed** One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) contingent upon the availability of funds.

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: March 26, 2018



Department of Community Development

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: March 14, 2018

Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and Marous Development Group, LLC, or its assigns

Items for Consideration: Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and Marous Development Group, LLC, or its assigns (“Marous”), an Ohio Limited Liability Company, for the purposes of furthering economic development efforts in the City.

Background Information: Marous is owned by Adelbert (Chip) Marous, Jr. who, through his affiliated companies has for over 38 years executed development and construction services on adaptive reuse projects in Northern Ohio, including the Columbus Avenue Revitalization Project in downtown Sandusky that is currently under construction. Other significant development and construction services on adaptive reuse projects located in downtown Cleveland include historic rehabilitation projects such as the Central YMCA, the Bingham Building, Bridgeview Apartments and the Hyatt Regency at the Arcade.

The location of the proposed project is 158-160 East Market Street, commonly known as the Feick Building. Marous plans to purchase, restore and redevelop the architecturally distinct historic Feick Building into a vibrant new 77,000+ square foot, \$13 million mixed-use development consisting of 66 market rate apartments including a new addition over the three-story rear portion of the building. Additionally, the project will contain newly renovated retail and/or office spaces located in the former bank lobby and elsewhere on the ground floor.

The Feick Building is federally registered as a historic building and is eligible for historic tax credits. In March of 2018, Marous will seek a \$2 million Round 20 Ohio Historic Preservation Tax Credit award. If awarded, the tax credit will allow the project to move forward. The total project costs are over \$13 million – including acquisition. The rehabilitation project proposes to fully stabilize, repair and rehabilitate the building envelope. The entrances to the building will be restored, the upper seven floors of the existing eight-story building will be adaptively used for new residential apartments and the addition over the existing three-story portion of the building will contain new finishes complimentary to the renovated spaces. A new stair and elevator structure will be

constructed at the rear of the building. New plumbing, a new fire suppression system, upgraded electrical and HVAC systems will all be installed.

This project is transformative and catalytic for the business district and ultimately the City. As such, I recommend a grant of up to \$300,000 (total grants from all sources not to exceed \$1.3 million) to assist with the building renovations from the Economic Development Capital Projects Fund (structured as a three-year commitment through 2020), as follows:

- Feick Renovation Grants:
 - Substantial Development = up to \$300,000.00

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 grant is also contingent upon Marous securing all other project financing. The target completion date for the project is June 30, 2020. The application and the economic development grant of up to \$300,000 were approved at the March 13, 2018 Economic Development Incentive Committee meeting, in accordance with the Sandusky City Economic Development Programs.

Due to deadlines for tax credit applications, the grant requests need to be reviewed by the end of March. Please note that Marous will also apply for tax abatement for this project, which the Sandusky City School Board intends to review at a later date. As such, the tax abatement request for this project will be forthcoming.

Budgetary Information: The City will be responsible for providing up to \$300,000 in grants from the Economic Development Capital Projects Fund over a period of three years.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with Marous. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the grant agreement to allow Marous to move forward with budgetary planning and facilitate rehabilitation.

I concur with this recommendation:

Eric L. Wobser
City Manager

Maria Muratori
Development Specialist

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 MAXIMUM AMOUNT OF \$300,000.00 THROUGH THE SUBSTANTIAL DEVELOPMENT GRANT PROGRAM TO MAROUS DEVELOPMENT GROUP, LLC, IN RELATION TO THE PROPERTY LOCATED AT 158-160 EAST MARKET STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Marous Development Group, LLC, is owned by Adelbert (Chip) Marous, Jr. who, through his affiliated companies has for over 38 years executed development and construction services on adaptive reuse projects in Northern Ohio, including the Columbus Avenue Revitalization Project in downtown Sandusky that is currently under construction and other significant development and construction services on adaptive reuse projects located in downtown Cleveland include historic rehabilitation projects such as the Central YMCA, the Bingham Building, Bridgeview Apartments and the Hyatt Regency at the Arcade; and

WHEREAS, the location of the proposed project is 158-160 East Market Street, commonly known as the Feick Building and Marous Development Group, LLC, plans to purchase, restore and redevelop the architecturally distinct historic Feick Building into a vibrant new 77,000+ square foot, \$13 million mixed-use development consisting of 66 market rate apartments including a new addition over the three-story rear portion of the building and additionally, the project will contain newly renovated retail and/or office spaces located in the former bank lobby and elsewhere on the ground floor; and

WHEREAS, the Feick Building is federally registered as a historic building and is eligible for historic tax credits and in March of 2018, Marous Development Group, LLC, will seek a \$2 million Round 20 Ohio Historic Preservation Tax Credit award and if awarded will allow the project to move forward; 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 the citizens of the City; and

WHEREAS, the Economic Development Incentive Committee met on March 13, 2018, and is recommending to approve a grant to Marous Development Group, LLC, in an amount up to \$300,000.00, in accordance with the Sandusky City Economic Development Programs, to assist with redevelopment costs for the purpose of furthering economic development efforts in the City; and

WHEREAS, it is being requested in companion legislation to approve the City's intent to invest funds for the redevelopment of the Feick Building and to grant funds in the maximum amount of \$1.3 million to Marous Development Group, LLC, using proceeds from the Chesapeake TIF fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Grant Agreement and allow Marous Development Group, LLC, to move forward with budgetary planning and facilitate redevelopment; 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 Marous Development Group, LLC, for financial assistance through the Substantial Development 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 Marous Development Group, LLC, and the Finance Director is directed to expend funds to Marous Development Group, LLC, in an amount **not to exceed** Three Hundred Thousand and 00/100 Dollars (\$300,000.00) 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: March 26, 2018

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 Marous Development Group, LLC, or its assigns ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, Marous is owned by Adelbert (Chip) Marous, Jr. who, through his affiliated companies has for over 38 years executed development and construction services on adaptive reuse projects in Northern Ohio, including the Columbus Avenue Revitalization Project in downtown Sandusky that is currently under construction. The location of the proposed project is 158-160 East Market Street, commonly known as the Feick Building. Marous plans to purchase, restore and redevelop the architecturally distinct historic Feick Building into a vibrant new 77,000+ square foot, \$13 million mixed-use development consisting of 66 market rate apartments including a new addition over the three-story rear portion of the building, retail and/or office spaces, 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 \$300,000.00 in the form of a Substantial Development grant to the Company (the "City Grant") toward the costs of the Project, structured as a three-year commitment through the year 2020. The City Grant will be expensed from the Economic Development Capital Projects account (#431-4070-53000). This grant amount will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. 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, including Landmarks Commission approval, and other applicable codes and regulations of the City, including obtaining permits. The grant is also contingent upon the Company obtaining tax credits and securing all other project financing. 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 June 30, 2020. This date may be extended at the discretion of the City Manager.

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 Manager.

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: Marous Development Group, LLC
7250 Markell Road
Waite Hill, OH 44094
Attention: Adelbert Marous

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.

Marous Development Group, LLC
an Ohio limited liability company

By: _____
TITLE:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance



Department of Community Development

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: March 14, 2018

Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and Renaissance Too, LLC

Items for Consideration: Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and Renaissance Too, LLC (“the Applicant”), an Ohio Limited Liability Company, for the purposes of furthering housing development efforts in the City.

Background Information: The Applicant owns 125 East Water Street (“the Property”) and plans to have it substantially renovated. The Property will be transformed into a multi-use facility supporting offices and two (2) residential units. The total budget, including acquisition, is \$1,000,000. Of this, the amount associated with the residential redevelopment is \$260,000, covering two (2) units. According to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$7,500 per unit for substantial redevelopment projects that cost in excess of \$50,000 per unit. As such, in this case, the Applicant is eligible for a grant of up to \$15,000.

The above grants are conditioned upon compliance with all Planning and Zoning matters and other applicable codes and regulations of the City, including obtaining permits. The Applicant is still required to meet the requirements for disbursement prior to receiving any award funds – as outlined on Page 11 of the Housing Development and Beautification Program Guidelines and Application. Furthermore, the Applicant agrees to display a sign during construction noting the City’s support.

Budgetary Information: The City will be responsible for providing \$15,000 in grant proceeds from the Community Development Capital Projects account 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 a Grant Agreement with Renaissance Too, LLC. 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 the Applicant to move forward with budgetary planning and facilitate rehabilitation.

I concur with this recommendation:

Eric L. Wobser
City Manager

Maria Muratori
Development Specialist

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 HOUSING DEVELOPMENT AND BEAUTIFICATION GRANT PROGRAM TO RENAISSANCE TOO, LLC, IN RELATION TO THE PROPERTY LOCATED AT 125 EAST WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Robert Hare, a local developer and managing member of Renaissance Too, orchestrated the purchase of 125 E. Water Street, which has long been vacant and intends to renovate the building at an estimated costs of \$1,000,000.00 and lease the first and second floors to Lake Erie Shores and Islands and utilize the third floor for two residential rental units and the renovations include installation of an elevator lobby and elevator, public restrooms, offices, an open reception area for visitors, a conference room, a new entrance from Shoreline Drive and a secondary stairway as well as restoration of the exterior and ADA accommodations at the Water Street entrance; and

WHEREAS, this grant is specific to the residential redevelopment of two (2) residential rental units and it is being requested in companion legislation to approve a Substantial Development Grant in the amount of \$90,000.00 to assist with other building renovations on the property; 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 the citizens of the City; and

WHEREAS, it is recommended to approve a grant to Renaissance Too, LLC, in the amount of \$15,000.00, in accordance with the Sandusky City Development Programs, to assist with the redevelopment costs for the residential rental units for the purpose of furthering housing 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 Renaissance Too, LLC, 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 Renaissance Too, LLC, for financial assistance through the Housing Development and Beautification Grant Program for the purpose of furthering housing 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 Renaissance Too, LLC, and the Finance Director is directed to deliver to Renaissance Too, LLC, a draft in the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Community 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: March 26, 2018

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 Renaissance Too, LLC, (“the Applicant”), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Applicant owns 125 East Water Street (“the Property”), which was formerly vacant and blighted, and plans to have it substantially renovated. The Property will be transformed into a multi-use facility supporting offices and two (2) residential units. The total budget, including acquisition, is \$1,000,000. Of this, the amount associated with the residential redevelopment is \$260,000, covering two (2) units. According to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$7,500 per unit for substantial redevelopment projects that cost in excess of \$50,000 per unit. As such, in this case, the Applicant is eligible for a grant of up to \$15,000. The Applicant will oversee the complete renovation of the Property, specifically the two (2) residential units, herein after referred to as the “Project”; and

WHEREAS, to induce the Project, the City has agreed to provide housing incentive grants to the Applicant 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 to the Applicant (the “City Grant”) toward the costs of the Project, payable upon completion of the Project. The City Grant will be expensed from the Community Development Capital Projects account (#431-4010-53000). 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 matters and other applicable codes and regulations of the City, including obtaining permits. The Applicant is still required to meet the requirements for disbursement prior to receiving any award funds – as outlined on Page 11 of the Housing Development and Beautification Program Guidelines and Application. Furthermore, the Applicant agrees to display a sign during construction noting the City’s support; and

The Applicant 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 Applicant know if it has satisfied the condition set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed within one hundred and eighty (180) days from the date of Commission approval.

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 Applicant 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 Applicant 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 APPLICANT: Renaissance Too, LLC
P.O. Box 1070

Sandusky, Ohio 44870
Attention: Robert Hare

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.

Renaissance Too, LLC
an Ohio Limited Liability Company

By: _____
TITLE:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance



Department of Community Development

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: March 14, 2018
Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and Renaissance Too, LLC

Items for Consideration: Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and Renaissance Too, LLC (“Renaissance Too”), an Ohio Limited Liability Company, for the purposes of furthering economic development efforts in the City.

Background Information: Robert Hare, a local developer and managing member of Renaissance Too, orchestrated the purchase of 125 East Water Street, which has long been vacant. Mr. Hare has experience in redeveloping and revitalizing vacant properties along East Water Street including 212 East Water Street (his personal residence), 215 East Water Street (Hearth Tavern/Zinc Brasserie), 217 East Water Street (Boom Town Coffee) and 216 East Water Street (CrossFit Sandusky). Mr. Hare completed these restoration projects with the goal of eliminating blight and improving the area in terms of visual perspective and commercial relevance.

Mr. Hare has negotiated a Letter of Intent with Lake Erie Shores and Islands (“LESI”) to be the primary tenant of 125 East Water Street once renovations are complete. The lease term is anticipated to be ten years. LESI will occupy the first and second floors of the building as well as utilize part of the basement for storage. Renaissance Too will arrange for all work needed to improve the interior and exterior of the property. Renovations include installation of an elevator lobby and elevator, public restrooms, offices, an open reception area for visitors, a conference room, a new entrance from Shoreline Drive and a secondary stairway as well as restoration of the exterior and ADA accommodations at the Water Street entrance. The third floor will be utilized as two residential for-rent units, for which an additional grant request will be considered. This is a catalytic project that increases daytime employment within the business district and enhances the business district as a destination.

Total project costs are estimated at approximately \$1,000,000.00 (including building acquisition). I recommend that the City Commission approve a grant of up to \$90,000.00 to assist with the building renovations, as follows:

- Substantial Redevelopment Grant:

- Building renovations = \$90,000.00

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 grant is also contingent upon LESI occupying the building as a tenant and Renaissance Too securing all other project financing. The project is expected to be complete by March 31, 2019. The application and grant amount was approved at the February 13, 2018 Economic Development Incentive Committee meeting, in accordance with the Sandusky City Economic Development Programs.

Due to deadlines for tax credit applications, the grant request needs to be reviewed by the end of March. Please note that Renaissance Too will also apply for tax abatement for this project, which the Sandusky City School Board intends to review at its April meeting. As such, the tax abatement request for this project will be forthcoming.

Budgetary Information: The City will be responsible for providing a total of \$90,000.00 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 a Grant Agreement with Renaissance Too. 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 Renaissance Too to move forward with budgetary planning and facilitate rehabilitation.

I concur with this recommendation:

Eric L. Wobser
City Manager

Maria Muratori
Development Specialist

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 \$90,000.00 THROUGH THE SUBSTANTIAL DEVELOPMENT GRANT PROGRAM TO RENAISSANCE TOO, LLC, IN RELATION TO THE PROPERTY LOCATED AT 125 EAST WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Robert Hare, a local developer and managing member of Renaissance Too, orchestrated the purchase of 125 E. Water Street, which has long been vacant, and has experience in redeveloping and revitalizing vacant properties along East Water Street including 212 East Water Street (his personal residence), 215 East Water Street (Hearth Tavern/Zinc Brasserie), 217 East Water Street (Boom Town Coffee) and 216 East Water Street (CrossFit Sandusky); and

WHEREAS, Mr. Hare intends to renovate the building at an estimated costs of \$1,000,000.00 and lease the first and second floors to Lake Erie Shores and Islands and utilize the third floor for two (2) residential rental units and the renovations include installation of an elevator lobby and elevator, public restrooms, offices, an open reception area for visitors, a conference room, a new entrance from Shoreline Drive and a secondary stairway as well as restoration of the exterior and ADA accommodations at the Water Street entrance; 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 the citizens of the City; and

WHEREAS, the Economic Development Incentive Committee met on February 13, 2018, and is recommending to approve a grant to Renaissance Too, LLC, in the amount of \$90,000.00, in accordance with the Sandusky City Economic Development Programs, to assist with building renovation costs for the purpose of furthering economic development efforts in the City; and

WHEREAS, it is being requested in companion legislation to approve a grant in the amount of \$15,000.00 through the Housing Development and Beautification grant program for costs specific to the residential development of the two (2) residential rental units; 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 Renaissance Too, LLC, 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 Renaissance Too, LLC, for financial assistance through the Substantial Development 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 Renaissance Too, LLC, and the Finance Director is directed to deliver to Renaissance Too, LLC, a draft in the sum of Ninety Thousand and 00/100 Dollars (\$90,000.00) 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

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 Renaissance Too, LLC (“the Company”), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, Robert Hare, a local developer and managing member of the Company, orchestrated the purchase of 125 East Water Street, which has long been vacant. Mr. Hare has experience in redeveloping and revitalizing vacant properties along East Water Street with the goal of eliminating blight and improving the area in terms of visual perspective and commercial relevance. Mr. Hare has negotiated a Letter of Intent with Lake Erie Shores and Islands (“LESI”) to be the primary tenant of 125 East Water Street once renovations are complete. This is a catalytic project that increases daytime employment within the business district and enhances the business district as a destination. LESI will occupy the first and second floors of the building as well as utilize part of the basement for storage. Renaissance Too will arrange for all work needed to improve the interior and exterior of the property. Renovations include installation of an elevator lobby and elevator, public restrooms, offices, an open reception area for visitors, a conference room, a new entrance from Shoreline Drive and a secondary stairway as well as restoration of the exterior and ADA accommodations at the Water Street entrance, 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 \$90,000.00 in the form of a Substantial Redevelopment grant to the Company (the “City Grant”) toward the costs of the Project, payable upon completion of the Project. The City Grant will be expensed from the Economic Development Capital Projects account (#431-4070-53000). This grant amount will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. 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, including

Landmarks Commission approval, and other applicable codes and regulations of the City, including obtaining permits. The grant is also contingent upon LESI occupying the building as a tenant and Renaissance Too securing all other project financing. 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 March 31, 2019. This date may be extended at the discretion of the City Manager.

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: Renaissance Too, LLC
PO Box 1070
Sandusky, OH 44871-1070
Attention: Robert Hare

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.

Renaissance Too, LLC
an Ohio limited liability company

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

DRAFT

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance



Department of Community Development

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: March 14, 2018
Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and the Erie County Community Foundation

Items for Consideration: Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and the Erie County Community Foundation (“Community Foundation”), an Ohio 501(C)3, for the purposes of furthering economic development efforts in the City.

Background Information: The Community Foundation was created in 1995. Since that time, it has raised over \$24 million and has distributed over \$16 million in grants and scholarships. In 2016, the Community Foundation’s office location at 135 East Washington Row was sold to Jeff Hipp. The Community Foundation desired a more permanent location for its offices and as a result negotiated a long-term lease with Mr. Hipp in exchange for complete renovation of the nearly 9,000 square foot first floor. As part of the project, the Community Foundation will also create community meeting space and suites that will be available for other nonprofit organizations to lease.

The total project costs are over \$700,000 for renovations. The renovations include a façade expansion and replacement of the red awnings with blue metal awnings. The City grant relates specifically to the exterior improvements which equate to over \$55,000 of the total renovation costs. Additional sources of funds include the Dorn Foundation, the Community Foundation and Community Foundation directors, committee members and staff. I recommend that the City Commission approve a grant of up to \$20,000.00 to assist with the building renovations, as follows:

- Signage and Façade Grant:
 - Exterior Improvement = \$20,000.00

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 project is expected to be complete by November 30, 2018. The application and grant amount was approved at the March 13, 2018 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 \$20,000.00 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 a Grant Agreement with the Community Foundation. 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 the Community Foundation to move forward with budgetary planning and facilitate rehabilitation.

I concur with this recommendation:

Eric L. Wobser
City Manager

Maria Muratori
Development Specialist

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 FAÇADE & SIGNAGE GRANT IN THE AMOUNT OF \$20,000.00 TO THE ERIE COUNTY COMMUNITY FOUNDATION, IN RELATION TO THE PROPERTY LOCATED AT 135 EAST WASHINGTON ROW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Community Foundation was created in 1995 and since that time has raised over \$24 million and has distributed over \$16 million in grants and scholarships; and

WHEREAS, the Erie County Community Foundation is located at 135 East Washington Row, which was purchased by Jeff Hipp in 2016, and recently negotiated a long-term lease in exchange for complete renovation of the nearly 9,000 square foot first floor; and

WHEREAS, the total project cost for renovations are over \$700,000.00 and this grant relates specifically to the exterior improvements which include a façade expansion and replacement of the red awnings with blue metal awnings estimated to be over \$55,000.00; 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; and

WHEREAS, the Economic Development Incentive Committee met on March 13, 2018, and is recommending to approve a grant to the Erie County Community Foundation in the amount of \$20,000.00 to assist with exterior improvements; 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 project 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 the Erie County Community Foundation, for façade and signage renovations for the purposes of furthering economic

development, 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 the Erie County Community Foundation and the Finance Director is directed to deliver to the Erie County Community Foundation a draft in the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) 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: March 26, 2018

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 The Erie County Community Foundation (“the Company”), an Ohio 501(C)3.

WITNESSETH:

WHEREAS, the Company was created in 1995. Since that time, it has raised over \$24 million and has distributed over \$16 million in grants and scholarships. In 2016, the Community Foundation’s office location at 135 East Washington Row was sold to Jeff Hipp. The Community Foundation desired a more permanent location for its offices and as a result negotiated a long-term lease with Mr. Hipp in exchange for complete renovation of the nearly 9,000 square foot first floor. As part of the project, the Community Foundation will also create community meeting space and suites that will be available for other nonprofit organizations to lease. The total project costs are over \$700,000 for renovations. The City grant relates specifically to the exterior improvements which equate to over \$55,000 of the total renovation costs. The renovations include a façade expansion and replacement of the red awnings with blue metal awnings, 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 \$20,000.00 in the form of a Signage and Façade grant to the Company (the “City Grant”) toward the costs of the Project, payable upon completion of the Project. The City Grant will be expensed from the Economic Development Capital Projects account (#431-4070-53000). This grant amount will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. 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 November 30, 2018. This date may be extended at the discretion of the City Manager.

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: The Erie County Community Foundation
135 East Washington Row
Sandusky, OH 44870
Attention: Elizabeth Maiden

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.

The Erie County Community Foundation
an Ohio 501(C)3

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

DRAFT

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance



SANDUSKY POLICE DEPARTMENT

JOHN ORZECH, POLICE CHIEF

222 MEIGS STREET
SANDUSKY, OH 44870
Phone: 419.627.5869
FAX: 419.627.5862

www.ci.sandusky.oh.us

dTO: Eric Wobser, City Manager
FROM: John Orzech, Police Chief
DATE: March 13, 2018
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into an agreement to purchase Lexipol: Policy Management Software for Public Safety from Lexipol, LLC. 16755 Von Karman Ave. Ste. 250 Irvine, CA 92606 in the amount of \$50,874.00. This includes a onetime fee of \$38,000 to provide full implementation of the policies along with a project manager, and an annual subscription cost of \$12,874.

BACKGROUND INFORMATION: The Sandusky Police Department had worked in the past on updating policies to CALEA (The Commission on Accreditation for Law Enforcement Agencies) Standards. This process was taking place back in 1997 and 1998. Policies need continuous monitoring and updating due to Case Law and best practices. Over the years our agency has worked on keeping policies up to date and monitoring best practices within the law enforcement field.

Lexipol has provided proven defensible policies since being founded in 2003 and is the only company that offers this user-friendly software. The Sandusky Police Department has been researching means of keeping policies up to date and found Lexipol. The product has been researched and found to be one of a kind with providing policies specific to Ohio and having a staff dedicated to policies and daily training bulletins. Our agency will also be able to write our own specific training bulletins affecting issues our agency deals with. Within the software officers will be required to complete Daily Training Bulletins on policies to show they are comprehending them. Documentation will be available to prove that officers have acknowledged policies and each time the policy was updated and acknowledged. The Sandusky Police Department will also be able to provide documentation that the Daily Training Bulletins were completed.

Incorporating Lexipol into the police department should reduce the number of claims against the agency due to policies always reflecting current case law and best practices within law enforcement. Although Lexipol is used nationwide amongst law enforcement, the policies can be customized to our agency and we will work with an expert in case law from Ohio to fully implement our policies. After the full implementation of the policies Lexipol will continue to push updates that have been legally reviewed and recommend changes.

BUDGETARY INFORMATION: The total cost for the policy management software is \$50,874.00. This includes a onetime fee of \$38,000 to provide full implementation of the policies along with a project manager, and an annual subscription cost of \$12,874. The costs will be paid from the Police Department's operating budget and Continuing Education Reimbursement Fund.

SANDUSKY, OHIO – HOME OF 'AMERICA'S ROLLER COAST'®

ACTION REQUESTED: It is requested that the proper legislation be prepared authorizing the City Manager to enter into an agreement to purchase the Policy Management Software and Annual Subscription from Lexipol, LLC. 16755 Von Karman Ave. Ste. 250 Irvine, CA 92606 in the amount of \$50,874. It is anticipated that the full implementation of policies will take approximately eight (8) months to complete. It is therefore, further requested that this legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to begin the process and commencement of implementation and support immediately, in order to be completed by December 31, 2018.

Approved:

I concur with this recommendation:

John Orzech, Police Chief

Eric Wobser, City Manager

cc: Hank Solowiej, Finance Director
Justin Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL WITH LEXIPOL, LLC, OF IRVINE, CALIFORNIA, FOR THE IMPLEMENTATION AND ANNUAL SUBSCRIPTION FOR POLICY MANAGEMENT SOFTWARE TO BE USED BY THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Lexipol, LLC is a provider of defensible policies and training for public safety organizations, delivering services through a unique, web-based development system with state-specific policy manuals, regular policy updates and daily scenario based training against policy and Lexipol, LLC is the only company that offers this user-friendly software; and

WHEREAS, in the past, the Police Department worked on updating policies to CALEA (the Commission on Accreditation for Law Enforcement Agencies) Standards and due to continual new case law and best practices, needs constant monitoring and updating; and

WHEREAS, Lexipol's Police Management Software provides more than 150 policies based on federal and state statutes, case law, regulations, and best practices and the policy manual is written by legal and public safety professionals who constantly monitor major court decisions, legislation and emerging trends affecting the industry and provides regular updates in response to legislative mandates, case law and the evolution of best practices; and

WHEREAS, the cost for implementation of the subscription material is \$38,000.00 and the cost for the annual subscription is \$12,874.00 for a total cost of \$50,874.00 which will be paid with funds from the Police Department's operation budget and Continuing Education Reimbursement Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately begin the implementation process and complete the project by December 31, 2018, as it will take approximately eight (8) months to complete; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Police Department, 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 an Agreement for Use of Subscription Material with Lexipol, LLC, of

Irvine, California, for the implementation and annual subscription For Policy Management Software to be used by the Police Department, 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, in an amount **not to exceed** Fifty Thousand Eight Hundred Seventy Four and 00/100 Dollars (\$50,874.00).

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: March 26, 2018



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Sandusky Police Department
Agency's Address: 222 Meigs Street
Sandusky, Ohio 44870

Attention: Chief John Orzech

Lexipol's Address: 16755 Von Karman Avenue, Suite 250
Irvine CA 92606-4918

Attention: Jessica Levenberg

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

LEXIPOL, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: Van Holland

Title: _____

Title: Chief Financial Officer

Date Signed: _____

Date Signed: _____

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

PRODUCT	TERM	PRICE
Annual Subscription:		
OH LE Policy Manual, Daily Training Bulletins with SPS	Annual	\$13,552
OACP Member Discount 5%	Annual	(\$678)
Total Annual Subscription		\$12,874
Implementation Support:		
Full Implementation - Implementation Fee to be Invoiced in 3 Installments	One Time Fee	\$38,000
Installment 1 due at Execution of Agreement		\$13,000
Installment 2 due 4 months from Execution of Agreement		\$13,000
Installment 3 due December 1, 2018 or Upon Project Completion Whichever is Earlier		\$12,000
TOTAL DUE UPON EXECUTION OF AGREEMENT		\$25,874

Pricing is based on

Law Enforcement - No. of Authorized Sworn Officers 46

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years but agrees to cap increases at 5% annually.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting

the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. Disclaimer of Liability. Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials except for damages arising solely from the gross negligence or willful misconduct of Lexipol, its employees or agents.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply

whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Ohio, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.7 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.8 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.9 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

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: March 14, 2018
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Legislation approving amendments to the municipal income tax chapter (Chapter 192) of the City of Sandusky Codified Ordinances. The General Assembly enacted H.B 49 in June 2017 which contained provisions that impacted all municipal tax codes in Ohio. One controversial provision dealt with how “net profit” would be collected, taking the collection away from the municipalities and giving it to the State. RITA had recommended that we pass the previous version of the amendments but to not make any changes on the net profit issue until that matter was resolved. Several municipalities filed an injunction in the Franklin County Common Pleas Court challenging the “net profit” issue, however the court denied the municipalities injunction. Therefore, legal counsel for the Regional Income Tax Agency (RITA) now recommends that the “net profit” amendments be included in all RITA municipalities income tax codes.

BUDGETARY INFORMATION:

There is no cost associated with adopting this ordinance.

ACTION REQUESTED:

It is requested that legislation be approved adopting the amendments to the municipal income tax chapter in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is to make sure that the amendments are in place as soon as possible as recommended by RITA so that the City can collect the net profit taxes that are collected by the State of Ohio.

CC: Justin Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE NINE (TAXATION), CHAPTER 192 (INCOME TAX), SECTION 192.03 (IMPOSITION OF TAX), 192.05 (ANNUAL RETURN; FILING), AND THE ADDITION OF NEW SECTION 192.28 (ELECTION TO BE SUBJECT TO R.C. 718.80 TO 718.95) OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the General Assembly enacted House Bill 5 in December of 2014 and mandated all municipal tax codes to be amended by January 1, 2016, and subsequently the City Commission adopted new Chapter 192 (Income tax) of the Codified Ordinance by Ordinance No. 15-165, passed on November 23, 2015; and

WHEREAS, the General Assembly enacted House Bill 49 in June 2017 which required amendments to Chapter 192 of the Codified Ordinances of the City of Sandusky and this City Commission amended Chapter 192 (Income Tax) of the Codified Ordinances by Ordinance No. 18-023, January 22, 2018; and

WHEREAS, at that time, it was not recommended to make any changes related to the administration of net profit tax or to the elimination of the sales throwback rule as those provisions were the subject of litigation; and

WHEREAS, in light of the recent ruling by the Franklin County Common Pleas Court denying municipalities' request for an injunction and dismissing the municipalities' challenges to these provisions, Chapter 192 is being modified to include the changes to these provisions; 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 ensure the amendments are in place as soon as possible as recommended by the Regional Income Tax Agency (RITA) and allow the City to collect the net profit taxes that are collected by the State of Ohio; 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:

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

Section 1. Part One (Administrative Code), Title Nine (Taxation) Chapter

192 (Income Tax), Section 192.03 (Imposition of Tax), Subsection (F)(4) of the Codified Ordinances of the City be amended as follows:

192.03 IMPOSITION OF TAX. (in relevant part)

Businesses.

(F)(4) For the purposes of division (F)(1)(c) of this section, receipts from sales and rentals made and services performed shall be sited to a municipal corporation as follows:

(a) Gross receipts from the sale of tangible personal property shall be sited to the municipal corporation ~~in which the sale originated. For the purposes of this division, a sale of property originates in the City~~ **only** if, regardless of where title passes, the property meets ~~any~~ **either** of the following criteria:

(i) The property is shipped to or delivered within the City from a stock of goods located within the City.

(ii) The property is delivered within the City from a location outside the City, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within the City and the sales result from such solicitation or promotion.

~~(iii) The property is shipped from a place within the City to purchasers outside the City, provided that the taxpayer is not, through its own employees, regularly engaged in the solicitation or promotion of sales at the place where delivery is made.~~

~~(Ord. 15-165. Passed 11-23-15)~~

REMAINDER OF SECTION IS UNCHANGED

Section 2. Part One (Administrative Code), Title Nine (Taxation) Chapter 192 (Income Tax), Section 192.05 (Annual Return; Filing), Subsection (S) of the Codified Ordinances of the City be amended as follows:

192.05 ANNUAL RETURN; FILING. (in relevant part)

(S)(1) For taxable years beginning on or after January 1, 2016, a taxpayer that is a member of an affiliated group of corporations may elect to file a consolidated municipal income tax return for a taxable year if at least one member of the affiliated group of corporations is subject to the City's income tax in that taxable year, and if the affiliated group of corporations filed a consolidated federal income tax return with respect to that taxable year. The election is binding for a five-year period beginning with the first taxable year of the initial election unless a change in the reporting method is required under federal law. The election continues to be binding for each subsequent five-year period unless the taxpayer elects to discontinue filing consolidated municipal income tax returns under division (S)(2) of this section or a taxpayer receives permission from the Tax Administrator. The Tax Administrator shall approve such a request for good cause shown.

(2) An election to discontinue filing consolidated municipal income tax returns under this section must be made in the first year following the last year of a five-year consolidated municipal income tax return election period in effect under division (S)(1) of this section. The election to discontinue filing a consolidated municipal income tax return is binding for a five-year period beginning with the first taxable year of the election.

(3) An election made under division (S)(1) or (2) of this section is binding on all members of the affiliated group of corporations subject to a municipal income tax.

(4) When a taxpayer makes the election allowed under section 718.80 of the Revised Code, a valid election made by a taxpayer under division (S)(1) or (2) of this section is binding upon the tax commissioner for the remainder of the five-year period.

(5) When an election is made under section 718.80 of the Revised Code is terminated, a valid election made under section 718.86 of the Revised Code is binding upon the tax administrator for the remainder of the five-year period.
(~~Ord. 15-165. Passed 11-23-15~~)

REMAINDER OF SECTION IS UNCHANGED

Section 3. Part One (Administrative Code), Title Nine (Taxation) Chapter 192 (Income Tax) of the Codified Ordinance of the City be amended by the adoption of new Section 192.28 (Election to be Subject to R.C. 718.80 to 718.95) as follows:

192.28 ELECTION TO BE SUBJECT TO R.C. 718.80 TO 718.95

(A) The City hereby adopts and incorporates herein by reference Sections 718.80 to 718.95 of the Ohio Revised Code for tax years beginning on or after January 1, 2018.

(B) A taxpayer, as defined in division (C) of this section, may elect to be subject to Sections 718.80 to 718.95 of the Revised Code in lieu of the provisions of this Chapter.

(C) "Taxpayer" has the same meaning as in section 718.01 of the Revised Code, except that "taxpayer" does not include natural persons or entities subject to the tax imposed under Chapter 5745 of the Revised Code. "Taxpayer" may include receivers, assignees, or trustees in bankruptcy when such persons are required to assume the role of a taxpayer.

Section 4. The passage of this Ordinance does not waive any rights of the City, including, but not limited to, the City reserving the right under its home rule powers to challenge Ohio House Bill 49, including the amendments to Chapter

718 of the Revised Code.

Section 5. 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 6. 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 7. 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: March 26, 2018



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Aaron Klein, P.E.
Date: March 14, 2018
Subject: **Commission Agenda Item**

ITEM FOR CONSIDERATION: Requesting legislation declaring that the abandoned pedestrian bridge along the Milan Road overpass is no longer needed for any city purpose.

BACKGROUND INFORMATION: The pedestrian bridge adjacent to the Milan Road Overpass was originally installed in 1969 as a safety feature to accommodate the grade separation project. Due to inconvenience, the bridge was rarely used. In 2009, the stairways were removed from the structure for safety purposes, siting children attempting to access the bridge. Since that time, the bridge has remained unused over the railroad right of way.

In 2017, the City unsuccessfully requested permission from the railroad company to demolish the remaining structure and asked ODOT to include it as part of their overpass improvement project. This demolition was included in the 5-year Capital Plan. At the beginning of February, however, staff was contacted by Norfolk Southern requesting permission from the City allowing them to demolish the "overhead passenger walkway" later in 2018, and possibly this spring.

It has been determined by staff that this bridge is no longer needed for any infrastructure or other purpose and should be considered a safety concern. Therefore, staff is requesting legislation declaring that this structure is no longer needed for any city purpose and is well past its useful life.

BUDGETARY INFORMATION: There is no cost to the City for this declaration and it is understood at this time that all demolition costs would be borne by Norfolk Southern.

ACTION REQUESTED: It is recommended that legislation be approved declaring that the pedestrian bridge over the Norfolk Southern railroad at the Milan Road overpass is no longer needed for any municipal purpose and that it be passed under suspension of the rules in full accordance with Section 14 of the City Charter since this structure is a safety concern and to ensure the City provides Norfolk Southern as much flexibility in their schedule for possible demolition this spring.

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 AND DIRECTING THE CITY MANAGER TO DISPOSE OF THE MILAN ROAD PEDESTRIAN BRIDGE AT THE NORFOLK SOUTHERN RAILWAY TRACKS AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the Milan Road Pedestrian Bridge at the Norfolk Southern Railway tracks was built in 1969 as a safety feature to accommodate the grade separation project but was inconvenient and rarely used and in 2009 the City removed the stairways from the structure for safety reasons and since that time, the bridge has remained unused over the railroad right-of-way; and

WHEREAS, the demolition of the Milan Road Pedestrian Bridge was included in the City's 5-year Capital Plan and recently Staff was contacted by Norfolk Southern requesting permission to demolish the "overhead passenger walkway" bridge; and

WHEREAS, it has been determined by City Staff that this pedestrian bridge is a safety concern and no longer any use to the City and it is recommended that the pedestrian bridge be declared obsolete, unnecessary and unfit for City use and be disposed of by allowing Norfolk Southern Railway to demolish the bridge in a safe and proper manner; 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 pedestrian bridge to be immediately declared unnecessary and unfit for City use and allow Norfolk Southern Railway flexibility in their schedule for possible demolition this Spring; and

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

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

Section 1. This City Commission finds and determines that Milan Road Pedestrian Bridge has become obsolete and are unnecessary and unfit for City use

pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the Milan Road Pedestrian Bridge by allowing Norfolk Southern Railway to demolish the bridge in a safe and proper manner.

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: March 26, 2018



Department of Community Development

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: March 15, 2018

Subject: Commission Agenda Item – Review of recommendations of the Tax Incentive Review Council (TIRC) and Community Reinvestment Area Housing Council (CRAHC).

Items for Consideration: Legislation approving the recommendations of the TIRC and CRAHC related to certain Enterprise Zone, Community Reinvestment Area and Tax Increment Financing agreements.

Background Information: The City of Sandusky, designated as a full authority zone by the State of Ohio, has the ability to directly enter into both Enterprise Zone and Community Reinvestment Area agreements with certain property owners for the purposes of offering real estate tax abatement benefits for properties that undergo substantial physical rehabilitation and that may also lead to job creation and increased local payroll. Further, the City of Sandusky has the ability to create Tax Increment Financing districts around major private investment projects that utilize the increased real estate tax revenues to fund public facility and infrastructure investments within a defined district.

The City of Sandusky, in 2017, was entered into four (4) Enterprise Zone agreements, seven (7) Community Reinvestment Area agreements and one (1) Tax Increment Financing agreement. The City of Sandusky TIRC and CRAHC met on March 6, 2018 to both review performance reports for all twelve (12) combined agreements for calendar year 2017 and to make a recommendation to the Sandusky City Commission whether to continue, modify, or terminate each agreement. Under Ohio Revised, the Sandusky City Commission is required to meet and vote to accept, reject or modify all or any portion of the TIRC and CRAHC recommendations.

At the March 6, 2018 meeting of the TIRC and CRAHC, it was recommended to continue three (3) Enterprise Zone agreements, seven (7) Community Reinvestment Area agreements and one (1) Tax Increment Financing agreement (a copy of the complete meeting minutes and recommendations are attached). One (1) agreement, an Enterprise Zone agreement for S & S Realty (Comfort Inn “Rain” Project) expired as of 12/31/17 and required no formal continuation, modification or termination.

Budgetary Information: Some of the agreements require both or either annual monitoring fee payments and City compensation payments. For 2017 agreements, the City is to receive a combined \$4,195.58 in monitoring fee payments and \$1,161.26 in City compensation payments. All funds are to be deposited into the General Fund.

Action Requested: It is requested that the proper legislation be prepared approving the recommendations of the TIRC and CRAHC related to certain Enterprise Zone, Community Reinvestment Area and Tax Increment Financing agreements. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage in order to remain in compliance with the Ohio Revised Code.

I concur with this recommendation:

Eric L. Wobser
City Manager

Maria Muratori
Development Specialist

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING AND APPROVING THE CITY OF SANDUSKY TAX INCENTIVE REVIEW COUNCIL'S (T.I.R.C.) RECOMMENDATIONS REGARDING CURRENT TAXATION AGREEMENTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky's Tax Incentive Review Council met on March 6, 2018, to review the City's tax increment financing agreements, enterprise zone agreements and community reinvestment area abatements and the Chairman of the T.I.R.C., the County Auditor, has submitted the T.I.R.C.'s recommendations to this City Commission on March 15, 2018, a copy of which is marked Exhibit "A" attached to this Resolution and specifically incorporated as if fully rewritten herein; and

WHEREAS, pursuant to O.R.C. Section 5709.85(E), this City Commission is required to hold a meeting within sixty (60) days of receipt of the T.I.R.C.'s recommendations and vote to accept, reject, or modify all or any portion of the T.I.R.C.'s recommendations and to forward a copy of this Resolution together with the Commission's recommendations to the Erie County Auditor's Office; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to ensure compliance with the statutory timeline in the O.R.C. Section 5709.85(E); and

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

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

Section 1. This City Commission accepts and approves the City of Sandusky Tax Incentive Review Council's recommendations as set forth in Exhibit "A" which is attached to this Resolution and is specifically incorporated as if fully rewritten herein.

Section 2. The Clerk of the City Commission be and is hereby directed to certify a copy of this Resolution together with any modifications, if any, to the Erie County Auditor.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

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

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

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

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

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

Passed: March 26, 2018

RICHARD H. JEFFREY

ERIE COUNTY AUDITOR

247 Columbus Avenue, Suite Sandusky, Ohio 44870-2635
(419) 627-7746 ecao.@eriecounty.oh.gov

March 15, 2018

Sandusky City Commission
City of Sandusky, Ohio
222 Meigs Street
Sandusky, Ohio 44870

The Tax Incentive Review Council for the City of Sandusky, Ohio met on Tuesday March 6, 2018 in the Erie County Commission Chambers, 2900 Columbus Avenue, Sandusky Ohio.

The following Council members were in attendance:

- Richard Jeffrey, Erie County Auditor (Chair)
- Eric Wobser, City Manager, City of Sandusky
- Hank Solowiej, Finance Director, City of Sandusky
- Richard Brady, City Commissioner, City of Sandusky
- Gina Deppert, CFO/Treasurer, Sandusky City Schools
- Dru Meredith, Vice President of Operations/Marketing & Strategic Planning, Firelands Regional Medical Center

Absent Council members were:

- JoAnn Bonner, Citizen Delegate, City of Sandusky

Also in attendance were:

- Maria Muratori, Development Specialist, City of Sandusky
- Debi Eversole, Administrative Assistant, City of Sandusky
- Sharon Johnson, member of the general public
- Zach Rospert, Erie Regional Planning Commission
- John Rogers, Erie County Auditor's Office
- Toni Fritz, Erie County Auditor's Office

Chairman R. Jeffrey called the meeting to order at 3:10 P.M. with the following items reported on or discussed:

1. MINUTES OF THE MARCH 1, 2017 MEETING:

The minutes of the March 1, 2017 meeting were reviewed. On a motion by H. Solowiej and second by G. Deppert, the minutes were unanimously approved as presented.

2. APPOINTMENT OF COUNCIL MEMBERS:

M. Muratori requested the appointment of D. Meredith to the CRA. She added that there is one more vacancy as G. Steinemann will no longer be on the CRA.

3. APPOINTMENT OF VICE-CHAIRMAN:

R. Jeffrey requested the appointment of a Vice-Chairman. H. Solowiej nominated G. Deppert as Vice-Chairman. E. Wobser seconded the motion, which was unanimously approved.

ENTERPRISE ZONE AGREEMENTS:

4. CEDAR FAIR, L.P. (NEW ADMINISTRATION BUILDING):

M. Muratori noted that this is a 10 year, 100% abatement. As of 12/31/17 the company had 75 full-time administrative employees with 17 new administrative employees and \$1,788,857 of new annual administrative payroll. An analysis by employee address indicates that 54 of 75 (72%) of all administrative employees are Erie County residents. The 2017 net abatement after \$10,000 in scholarships was \$93,108. All scholarship payments and monitoring fees have been paid on time. Ms. Muratori recommended the continuance of the abatement. This is the final year for this abatement.

On a motion by E. Wobser and second by G. Deppert, the Council voted unanimously on continuation of this agreement.

5. CHRIS ANDREWS, LLC – OPERATING AS OHIO TRUCK SALES

M. Muratori informed the Council that this is a new agreement that is a 10 year, 75% abatement on the cost of improvements. The project includes the construction of a new 13,200 square foot building and new 500 square feet of office and other site improvements including concrete work and fencing. Total project investment is estimated at over \$1,200,000. In addition, the Company expects to install \$200,000 - \$225,000 in furniture and fixtures for the project. The Company is to create ten (10) new full-time permanent positions. The first monitoring fee of \$200 is due 4/15/18. Ms. Muratori recommended the continuance of the agreement as currently constituted.

On a motion by H. Solowiej and second by D. Meredith, the Council voted unanimously on continuation of this agreement.

6. S+S REALTY, LTD COMFORT INN “RAIN” PROJECT

M. Muratori informed the Council that this is a 10 year, 100% abatement. As of 12/31/17 the company has 63 full-time employees (77 including part-time) with \$476,528.40 in payrolls. 59 of the 63 employees (94%) are Erie County residents. All compensation agreements and monitoring fees have been paid with the latest credited on 3/29/17. 2017 was the last year for this abatement and no action needed to be taken.

7. S+S REALTY, LTD HOLIDAY INN EXPRESS

M. Muratori informed the Council that this is a 10-year 75% abatement. As of 12/31/17 the company has a total of 72 employees with \$405,906.09 in payroll attributable to the new employees. 15 of the total employees are full-time permanent positions and 57 are part-time permanent positions. 69 of the 72 employees (96%) are Erie County residents. All of the fees have been paid. Ms. Muratori recommended the continuance of the agreement. It expires in 2025.

On a motion by D. Meredith and second by H. Solowiej, the Council voted unanimously to recommend continuation of the agreement.

8. ADJOURNMENT OF TIRC/OPENING OF THE HOUSING COUNCIL/REVIEW OF COMMUNITY REINVESTMENT AREA TAX ABATEMENT 3:20 P.M.

The following Council members were in attendance:

- Richard Jeffrey, Erie County Auditor (Chair)
- Hank Solowiej, Finance Director, City of Sandusky
- Peter McGory, Attorney, Tone, Grubbe, McGory and Vanmeeren, Ltd.
- Gina Deppert, CFO/Treasurer, Sandusky City Schools
- Michael Will, Citizen Delegate, City of Sandusky
- Dru Meredith, Vice President of Operations/Marketing & Strategic Planning, Firelands Regional Medical Center (Proposed)

9. APPOINTMENT OF COUNCIL MEMBERS:

P. McGory moved to appoint D. Meredith to one of the vacant seats of the CRA. M. Will seconded the motion. The Council unanimously voted to appoint D. Meredith as a member of the CRA.

10. REIGER PLACE/BUCKEYE COMMUNITY TWENTY-TWO, LP

M. Muratori informed the Council that this is a 10 year, 75% abatement for the costs associated with the renovation of the formerly vacant property commonly called the Rieger or the Sanduskian. As of 12/31/17, the project has created two (2) full-time permanent positions and two (2) part-time permanent positions, exceeding the requirements outlined in the agreement. The payroll associated with the new employment is \$54,752.90, versus the \$50,000 contained in the agreement. An insurance company is the only current tenant in the ground level commercial spaces. Prospective tenants exist, but nothing is final. The first three fees of \$500 were received on June 10, 2013, July 1, 2014 and March 25, 2015. The fourth fee of \$613.54 was received on 4/8/16 and the fifth fee of \$879.68 was received on March 28, 2017. Ms. Muratori recommended the continuance of the abatement; however, she stated that they will be closely monitored over the next year to determine whether or not it will continue. In addition to already receiving the tax abatement, they have lowered their taxes tremendously by reducing their appraised value to just over \$1,000,000 when it was initially \$3,419,030. Furthermore, according to a separate loan agreement with the City, they are supposed to pay 5% of their gross commercial rents. In order to avoid these payments, Buckeye has entered into a master lease agreement to a related entity that pays only \$10.00 per year and subsequently receives the rents. Ms. Muratori stated that this is the reason that they will officially be put on notice this year to determine whether to continue with the agreement for the future.

Chairman R. Jeffrey stated that the agreements need to set limits to establish what the baseline is in writing to protect the school and the city. The true value and taxable value are two separate things. He used the example that “for the duration of the agreement, the value of the property cannot be below this value”. If that phrase is in writing, in the agreement, there would be nothing to debate. He agreed that they should be monitored closely.

M. Muratori stated that she would recommend continuing with the agreement because Buckeye has made strides on employment and payroll numbers. She clarified that the terms to pay 5% of the gross commercial rents was a stipulation of a revolving loan with the City. When Buckeye was put on warning last year and asked to increase employees and payroll, it complied. For this reason, M. Muratori recommended continuing the agreement but monitoring closely in 2018. Chairman R. Jeffrey agreed that they are not in violation of the CRA Agreement, but recommended using the base value language in any future agreements.

On a motion by M. Will and second by P. McGory, the Council voted unanimously to recommend continuation of the agreement.

11. K+T PROPERTY MANAGEMENT AND DEVELOPMENT, LLC:

M. Muratori informed the Council that this is a 10-year 100% abatement for the costs associated with the renovation of property at 300–310 East Water Street, (Southeast corner of Water and Hancock Streets). The project consists of conversion of the building into one (1) unit of retail space and ten (10) condominiums. Residential abatements started on six (6) of the residential units (three have since expired) at 5YR/50% abatement and the commercial unit receives a 10YR/100% abatement. All payments have been on time and M. Muratori recommended continuation of the agreement.

On a motion by M. Will and second by P. McGory, the Council voted unanimously to recommend continuation of this agreement.

12. SANDCITY, LLC:

M. Muratori informed the Council that this is a 10-year 75% abatement for the costs associated with the renovation of properties at 234 – 240 Columbus Avenue, 256 Columbus Avenue and 115 E. Washington Row. The project includes the renovation of three (3) architecturally distinct historic buildings into one 68,000+ square foot (51,000 leasable square feet) approximately \$11.4 million mixed-use development. The project consists of new City Hall administrative offices for the City of Sandusky, three (3) renovated retail spaces and eighteen (18) market rate apartments in the remaining leasable space. The renovation shall consist of the demolition and construction necessary for the return to productive use of currently vacant, blighted commercial buildings into a mixed use development. Construction is expected to be complete by the end of 2018. Construction wages in 2017 were \$83,067. The project is expected to have twenty (20) to twenty-five (25) new full-time positions (excluding City Hall employees). The first fee will be due 4/15/18.

On a motion by D. Meredith and second by M. Will, the Council voted unanimously to recommend continuation of this agreement.

13. SANDUSKY RENAISSANCE PROPERTIES, LLC:

M. Muratori informed the Council that this is a 5-year, 75% abatement. Early in 2014 the project was completed and rented to Cesare Avallone who has opened his Hearth Brickoven Restaurant in part of the space and subsequently has moved his restaurant Zinc Brasserie into the building. Total project investment as of 12/31/17 was \$325,112 (not including acquisition and equipment). As of 12/31/17, there were 12.34 new full time equivalent jobs created. Reported payrolls were above expectations at \$213,389. Ms. Muratori recommended the continuance of the abatement, which expires in 2018.

On a motion by P. McGory and second by D. Meredith, the Council voted unanimously to recommend continuation of this agreement.

14. TIER III, LLC:

M. Muratori informed the Council that this is a 10-year 75% abatement to offset a portion of the property tax costs associated with the renovation and occupancy of the building located at 223 W Water Street (Erie County, Ohio permanent parcel number 56-00079.000). The first phase of the hotel is now open and operating. Total project investment as of 12/31/17 was \$1,400,000. As of 12/31/17, the project has created twenty-seven (27) new employees with a total payroll of \$185,000. The annual monitoring fees have been paid on time. Ms. Muratori recommended the continuance of the abatement.

On a motion by P. McGory and second by G. Deppert, the Council voted unanimously to recommend continuation of this agreement.

15. WINDAU HOLDING LTD - RESIDENTIAL:

M. Muratori explained that this abatement is covered by the residential portion of the city's CRA legislation which grants a 5 year-50% abatement for significant improvements to residential property. The abatement is based on the appraised value of the improvements. The project includes the redevelopment of a vacant building at 219 E. Water Street into an upscale rental residence – totaling 1,400+ square feet. The total project investment was \$185,000. The City completed an annual exterior inspection of the property on February 28, 2018. The property is in exceptional physical condition and compliant with all applicable City building and housing codes.

Since this property remains in sound physical condition, the abatement is continued automatically.

16. ZELLER GAMING ENTERPRISES, LLC:

M. Muratori informed the Council that this is a 5-year 75% abatement on the cost of improvements of the the building located at 142 Columbus Avenue. The total project investment was \$395,000 with an additional \$5,000 spent for new personal property through 12/31/17. The Company has a total of 22 employees (15 FTEs) as of 12/31/17 with \$75,046.13 in payroll figures, which is slightly lower than expectations but the restaurant has not been open a full year. The first fee will be due in April 2018 and M. Muratori recommended the continuance of the abatement.

On a motion by P. McGory and second by D. Meredith, the Council voted unanimously to recommend continuation of this agreement.

TAX INCREMENT FINANCING AREAS

17. CHESAPEAKE TAX INCREMENT FINANCING:

M. Muratori informed the Council that this TIF was created in 2004, requiring that all deposits into the TIF account be expensed on certain municipal improvements including, but not limited to, land acquisition, relocation, demolition, parks, streets, utilities, public buildings - all intended to promote further development within the TIF district. In 2017, there was \$632,640.64 in receipts. In the same time, there was \$430,469.73 in expenses. As such, at 12/31/17, the balance was \$822,879.65. M. Muratori recommended the continuance of the existing agreement as currently constituted. The length of the TIF is 30 years.

On a motion by P. McGory and second by D. Meredith, Chairman R. Jeffrey asked what the purpose of the TIF was. E. Wobser stated that the TIF is proposed to be used for the Shoreline Drive and Jackson Street Pier Projects. With no further discussion, the Council voted unanimously to recommend continuation of this agreement.

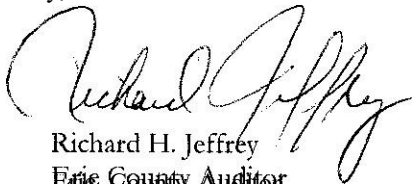
Chairman R. Jeffrey encouraged the City to look to assist the County with projects once some of the major projects within the City are complete.

18. AJOURNMENT:

Chairman R. Jeffrey adjourned the meeting at 3:47 P.M.

Please feel free to contact the undersigned with any questions regarding these recommendations.

Sincerely,



Richard H. Jeffrey
Eric County Auditor

Chairman of the Tax Incentive Review Council

cc: Steve Poggiali, Enterprise Zone Manager