



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JUNE 11, 2018 at 5 p.m.
CITY HALL, 222 MEIGS STREET**

INVOCATION	G. Lockhart
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	N. Twine, D. Waddington, G. Lockhart, D. Murray, D. Brady, N. Lloyd & W. Poole
APPROVAL OF MINUTES	May 29, 2018
AUDIENCE PARTICIPATION	
PRESENTATIONS	Julie Lenner-McDonald, Jude Andres & Sandusky City Schools 5 th Grade Students Stone Lab Field Trip Michelle Johnson, Environmental Design Group Sandusky Bay Pathway project update Alan Griffiths - Downtown Sandusky, Inc. & Shannon Fergus - Fergus Consulting Special Improvement District
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

REGULAR AGENDA

ITEM #1 – Submitted by Angela Byington, Planning Director

FIRST READING

UPDATE TO SANDUSKY BAY PATHWAY PLAN

[CLICK HERE TO VIEW UPDATED PLAN](#)

Submitted by Angela Byington, Director of Planning

Budgetary Information: There is no budgetary impact to the adoption of this plan.

ORDINANCE NO. _____: It is requested an ordinance be passed approving and adopting the Sandusky Bay Pathway update plan for the City of Sandusky.

ITEM #2 - Submitted by Greg Voltz, Assistant Planner

SPECIAL IMPROVEMENT DISTRICT

Budgetary Information: There is no budgetary impact.

RESOLUTION NO. _____: It is requested a resolution be passed approving the master petition, initial plan for public services and Articles of Incorporation for the creation and governance of the downtown Sandusky Special Improvement District, Inc. under Ohio Revised Code Chapter 1710.

ITEM #3 - Submitted by Amanda McClain, Housing Manager

SALE OF PROPERTY ON THE NORTH SIDE OF NORTH DEPOT STREET THROUGH LAND BANK PROGRAM

Budgetary Information: The cost associated with this purchase and sale agreement is the total amount of the title search, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The city will recoup the cost of the expenses from the non-refundable earnest money deposit of \$181 required to be paid by the purchaser. The taxing districts will begin collecting approximately \$165.52 per year in real estate taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel #57-05225.000, located on the North side of North Depot Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Angela Byington, Planning Director

LEASE AGREEMENT WITH ERIE METRO HOUSING AUTHORITY FOR PROPERTY LOCATED AT MEIGS & SYCAMORE STREETS

Budgetary Information: The proposed lease agreement calls for the city to pay a sum of \$10 annually for rent. Total funds expended for rent during the course of the proposed lease will total \$100 over the course of the ten-year term, which will be paid with Sandusky Neighborhood Initiative funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a lease agreement with Erie Metro Housing Authority for a parcel of land located at the corner of Meigs Street and Sycamore Street to be used in relation to the Sandusky Neighborhood Initiative; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by Matt Lasko, Chief Development Officer
PROFESSIONAL DESIGN SERVICES AGREEMENT WITH RLR ASSOCIATES, FOR CITY ADMINISTRATIVE FACILITY
Budgetary Information: The base cost of the proposed design of the project is \$24,015. The project may require support from RLR after the design documents are submitted and during the bidding and negotiation phase. The city may engage RLR on an hourly basis for these tasks not to exceed \$3,000 and only with prior approval provided by the city. The project will be expensed from the capital projects fund.
ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with RLR Associates, Inc. of Indianapolis, Indiana, for professional design services for the City Hall signage and wayfinding project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 – Submitted by Aaron Klein, Director of Public Works
AWARD OF 2018 SIDEWALK PROGRAM PROJECT
Budgetary Information: The estimated cost of the project based on bids, including legal advertisement and recording fee is \$151,175.30 and will be paid with \$49,036 capital and recreation park funds, \$15,000 Sandusky Neighborhood Initiative funds, \$87,139.30 capital project funds made available through Issue 8.
ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Precision Paving, Inc., of Milan, Ohio, for the 2018 sidewalk repair and replacement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 – Submitted by Aaron Klein, Director of Public Works
WAYFINDING & SIGNAGE PROJECT - CHANGE ORDER #1
Budgetary Information: The original contract with Ellet Neon Sales & Service, Inc., is for \$360,399. Change Order #1 decreases the contract by \$10,847.86 to a total of \$349,551.14. It should be noted the cost of the change order is a decrease of three percent from the original bid. The project will be paid accordingly. Complete project cost breakdown:

Federal Highway/ODOT (via MPO)	\$165,000.00
Private/Lake Erie Shores & Islands	150,000.00
City of Sandusky	73,634.54
Firelands Regional Medical Center (private)	50,000.00
Cedar Fair (private)	<u>37,500.00</u>
TOTAL	\$476,134.54

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first change order for work performed by Ellet Neon Sales & Service, Inc., of Akron, Ohio, for the wayfinding and signage project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

Buckeye Broadband broadcasts on Channel 76:
Monday, June 11 at 8:30 p.m.
Tuesday, June 12 at 5 p.m.
Monday, June 18 at 8:30 p.m.

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



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: June 1, 2018

Subject: Commission Agenda Item – Adoption of the Sandusky Bay Pathway Update

ITEM FOR CONSIDERATION: Adoption of the Sandusky Bay Pathway Update

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

The Bicentennial Vision, adopted in 2016, set the implementation of the Sandusky Bay Pathway as a priority. The City entered into contract with Environmental Design Group of Cleveland, Ohio to prepare an update to the Sandusky Bay Pathway Plan. The agreement provided for an update to the existing Sandusky Bay Pathway Plan that concentrates on the coastline area from the western municipal limits of the City to eastern municipal limits of the City, not including the Landing Park study area, which extends from Castaway Bay to Pipe Creek.

Extensive public and stakeholder involvement was solicited over the course of two public meetings and three stakeholder meetings. In addition to the Sandusky Bay Pathway Update recommended alignment, a detailed cost opinion, phasing plan and branding, signage and wayfinding conceptual design was created to guide the development and branding and to assist in securing future funding for implementation of the Pathway.

Some of the goals of the update included review of the existing plans alignment and investigation of new opportunities or challenges, exploration of potential connections into a regional trail, detail on proposed amenities and exploration and development of trail branding.

The final alignment recommendations include facility types ranging from paved asphalt shared-use paths, side paths, widened sidewalks, to improved natural experience trails and themed downtown loops. In all, fourteen segments comprising over twenty-one miles in length were proposed as part of the plan. Further, it is envisioned that the Sandusky Bay Pathway would ultimately be part of a regionwide lakefront trail spanning 80 plus miles.

BUDGETARY INFORMATION: There is no budgetary impact to the adoption of this Plan.

ACTION REQUESTED: It is recommended that City Commission accept the Planning Commission's recommendation of approval and proceed with legislation to adopt the Sandusky Bay Pathway Update.

I concur with this recommendation:

Eric Wobser, City Manager

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



Department of Planning and Development

June 1, 2018

Planning Commission has made a favorable recommendation to City Commission regarding Sandusky Bay Pathway on May 23rd, 2018.

Michael Zuilhof
Planning Commission Chair

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THE SANDUSKY BAY PATHWAY UPDATE PLAN FOR THE CITY OF SANDUSKY.

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

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

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

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

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Environmental Design Group, LLC, of Cleveland, Ohio for the Sandusky Bay Pathway – Update Project by Ordinance No. 17-165, passed on August 28, 2017; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Public Works, 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 and adopts the Sandusky Bay Pathway Update Plan, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

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

Section 3. This City Commission finds and determines that all formal

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance 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:



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: May 30, 2018

Subject: June 11, 2018 Commission Agenda Item – Approval of the Master Petition, Initial Plan, and Articles of Incorporation for the creation of the Downtown Sandusky Special Improvement District, Inc.

Item for Consideration: Approval of the master petition, including the initial plan for improvements and services to be provided by the Downtown Sandusky Special Improvement District, Inc. and approval of the articles of incorporation.

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.

Beginning in June 2017, Downtown Sandusky Incorporated held a public meeting and met with local stakeholders. It was determined at that time that a SID would be beneficial to the overall aesthetic and appeal of downtown. The property owners initiated a petition process, in which at least 60% of the property owners within the District signed, supporting the formation of a SID and that they approve of the plan for improvements and services to be provided by the SID (plan for improvements and services attached).

This legislation is for the approval of the Master Petition which includes the initial Plan for Improvements and Services to be provided by the Downtown Sandusky Special Improvement District, Inc. pursuant to Ohio Revised Code Chapter 1710. This legislation is also for the approval of the articles of incorporation for the Downtown Sandusky Special Improvement District, Inc. These approvals thereby allow 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.

Budgetary Impact: There is no budgetary impact.

Action Requested: It is requested that proper legislation be prepared to approve the master petition, initial plan for public services, and articles of incorporation for the creation and governance of the downtown Sandusky Special Improvement District, Inc. under Ohio Revised Code Chapter 1710.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Planning Director

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MASTER PETITION, INITIAL PLAN FOR PUBLIC SERVICES, AND ARTICLES OF INCORPORATION FOR THE CREATION AND GOVERNANCE OF THE DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT, INC. 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, pursuant to O.R.C. Chapter 1710, a Master Petition of private property owners representing 60% or more of the front feet along public streets, along with an initial plan, proposed Articles of Incorporation are being presented to the City’s legislative body for approval or disapproval; and

WHEREAS, City Commission approval of the proposed Master Petition, initial Plan, and Articles of Incorporation will allow for the creation of the Special Improvement District and thereby allow the City to levy special assessments within the boundaries to pay for the costs of the initial plan for a five-year period beginning on May 1, 2019, and terminating on April 30, 2024; 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 Master Petition, including the initial plan for public services, and further approves the Articles of Incorporation for the creation and governance of the Downtown Sandusky Special Improvement District, Inc., copies of which are attached to this Resolution and marked Exhibits “1” and “2” and are specifically incorporated as if fully rewritten

herein and on file with the Clerk of the City Commission and

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:

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.

and

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

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 Boundary, result in total annual assessments of \$114,643.99-\$118,148.08 or greater as property valuations change on a year to year basis;
- (4) total annual assessments will be proportionately greater or smaller than \$114,643.99-\$118,148.08 if the District includes parcels other than those shown within the 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 \$114,643.99, 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 \$114,643.99 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:

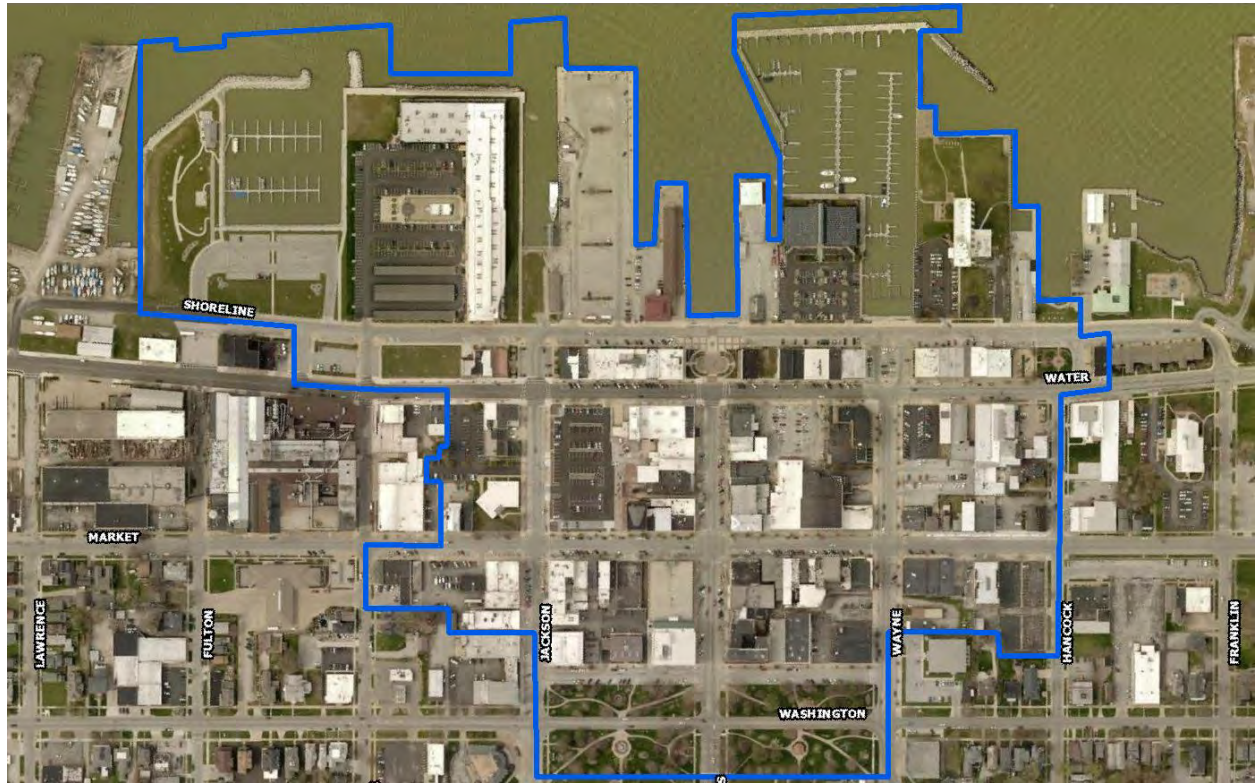


EXHIBIT C | PARCELS
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

The parcels within the Boundary include:

56-00051.000	56-00367.000	56-00965.000	56-01174.022	56-01174.070
56-00077.000	56-00369.000	56-00970.000	56-01174.023	56-01174.071
56-00078.000	56-00370.000	56-00971.000	56-01174.024	56-01174.072
56-00079.000	56-00387.000	56-00980.000	56-01174.025	56-01174.073
56-00080.000	56-00399.000	56-00981.000	56-01174.026	56-01174.074
56-00082.000	56-00400.000	56-00987.000	56-01174.027	56-01174.075
56-00103.000	56-00434.000	56-00988.000	56-01174.028	56-01174.076
56-00105.000	56-00435.000	56-00989.000	56-01174.029	56-01174.077
56-00108.000	56-00437.000	56-00990.000	56-01174.030	56-01174.078
56-00119.000	56-00438.000	56-00991.000	56-01174.031	56-01174.079
56-00126.000	56-00439.000	56-00992.000	56-01174.032	56-01174.080
56-00126.001	56-00477.000	56-00993.000	56-01174.033	56-01174.081
56-00128.000	56-00490.000	56-00994.000	56-01174.034	56-01174.082
56-00131.000	56-00499.000	56-00998.000	56-01174.035	56-01174.159
56-00146.000	56-00505.000	56-00999.000	56-01174.036	56-01174.160
56-00147.000	56-00519.000	56-01000.000	56-01174.037	56-01174.161
56-00148.000	56-00520.000	56-01024.000	56-01174.038	56-01174.162
56-00152.000	56-00521.000	56-01026.000	56-01174.039	56-01174.163
56-00152.001	56-00526.000	56-01067.000	56-01174.040	56-01174.164
56-00153.000	56-00527.000	56-01068.000	56-01174.041	56-01174.165
56-00170.000	56-00528.000	56-01071.000	56-01174.042	56-01174.166
56-00170.001	56-00528.001	56-01098.000	56-01174.043	56-01174.167
56-00174.000	56-00577.000	56-01112.000	56-01174.044	56-01174.168
56-00175.000	56-00603.000	56-01115.000	56-01174.045	56-01174.169
56-00183.000	56-00615.000	56-01126.000	56-01174.046	56-01174.170
56-00184.000	56-00679.000	56-01142.000	56-01174.047	56-01174.171
56-00260.000	56-00710.000	56-01147.000	56-01174.048	56-01174.172
56-00274.000	56-00711.000	56-01167.000	56-01174.049	56-01174.173
56-00275.000	56-00713.000	56-01169.000	56-01174.050	56-01174.174
56-00276.000	56-00772.000	56-01174.000	56-01174.051	56-01174.175
56-00283.000	56-00801.000	56-01174.003	56-01174.052	56-01174.176
56-00330.000	56-00802.000	56-01174.004	56-01174.053	56-01174.177
56-00341.000	56-00813.000	56-01174.005	56-01174.054	56-01174.178
56-00343.000	56-00816.000	56-01174.006	56-01174.055	56-01174.179
56-00351.000	56-00817.000	56-01174.007	56-01174.056	56-01174.180
56-00353.001	56-00845.000	56-01174.008	56-01174.057	56-01174.181
56-00353.002	56-00846.000	56-01174.010	56-01174.058	56-01174.182
56-00353.003	56-00856.000	56-01174.011	56-01174.059	56-01174.183
56-00353.004	56-00891.000	56-01174.012	56-01174.060	56-01174.184
56-00353.005	56-00895.000	56-01174.013	56-01174.061	56-01174.185
56-00353.006	56-00896.000	56-01174.014	56-01174.062	56-01174.186
56-00353.007	56-00913.000	56-01174.015	56-01174.063	56-01174.187
56-00353.008	56-00915.000	56-01174.016	56-01174.064	56-01174.188
56-00353.009	56-00920.000	56-01174.017	56-01174.065	56-01174.189
56-00353.010	56-00921.000	56-01174.018	56-01174.066	56-01174.190
56-00353.011	56-00932.000	56-01174.019	56-01174.067	56-01174.191
56-00353.012	56-00933.000	56-01174.020	56-01174.068	56-01174.192
56-00354.000	56-00947.000	56-01174.021	56-01174.069	56-01174.193

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

**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: 5/23/18

Property Owner: CCB SANDUSKY LLC

Authorized Signatory: Daniel R. Rine
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner: PO Box 1862

Sandusky OH 44871

Email for notices to Property Owner: dabier@aol.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00505.000	104 COLUMBUS ST	COLUMBUS	22
56-00801.000	127 W MARKET ST	MARKET	22
56-01248.000	110 COLUMBUS ST	COLUMBUS	41
56-01249.000	110 COLUMBUS ST	COLUMBUS	20
TOTAL:			105.00

**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:

5/23/18

Property Owner:

HAVINFUN LLC

Authorized Signatory:

David A. Bieber

(printed name of signatory)

Support for **Services Plan**

X

David A. Bieber
(signature)

Address for notices to Property

Owner: P.O. Box 1862

Sandusky, OH

44871

Email for notices to Property Owner:

dabier@aol.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00131.000	306 W WATER ST	WATER	33
56-00772.000	101 E WATER ST	WATER	39
56-00813.000	109 E WATER ST	WATER	60
56-61007.000	JACKSON ST	JACKSON	1.5
TOTAL:			133.50

**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:

May 22, 2018

Property Owner:

BLACK EAGLE PROPERTIES INC

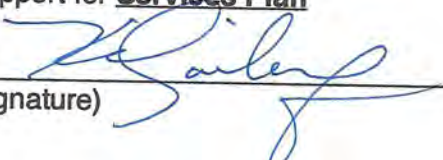
Authorized Signatory:

 KENNETH R. BAILEY
(printed name of signatory)

Support for Services Plan

X

(signature)



Address for notices to Property
Owner:

220 WEST MARKET STREET
SANDUSKY OHIO 44870

Email for notices to Property Owner:

KEN@BAILEY.PRO

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01142.000	220 W MARKET ST	MARKET	38
TOTAL:			38.00

**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: 5/23/18

Property Owner: CATTIEN LLC

Authorized Signatory: Phuoc Ngo
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner: 202 Columbus Ave

Sandusky OH 44870

Email for notices to Property Owner: Small City Tap House@yahoo.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00615.000	202 COLUMBUS ST	COLUMBUS	66
56-01067.000	216 COLUMBUS ST	COLUMBUS	65
TOTAL:			131.00

**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: 5/17/2018

Property Owner: FSB PROPERTIES LTD

Authorized Signatory: STEVEN H. HAFNER
(printed name of signatory)

Support for **Services Plan**

X 
(signature)

Address for notices to Property Owner: 4218 WINDHAM PLACE S.

SANDUSKY, OH 44870

Email for notices to Property Owner: hafner215@bex.net

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00148.000	145 COLUMBUS ST	COLUMBUS	58
TOTAL:			58.00

**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:

2/21/18

Property Owner:

GUNDERSON PROPERTIES LLC

Authorized Signatory:

CYNTHIA GUNDERSON

(printed name of signatory)

Support for **Services Plan**

X

(signature)

Address for notices to Property
Owner:

3548 E. LAQUE BEACH CIRCLE
PORT CLINTON, OH 43452

Email for notices to Property Owner:

Cindy@amusementales.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00435.000	WAYNE ST	WAYNE	28
56-00437.000	161 E MARKET ST	MARKET	50
56-00438.000	WAYNE ST	WAYNE	95
56-00439.000	151 E MARKET ST	MARKET	67
TOTAL:			240.00

**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:

3-23-18

Property Owner:

HARE ROBERT W & CYNTHIA A

Authorized Signatory:

ROBERT W. HARE

CYNTHIA A. HARE

(printed name of signatory)

Support for **Services Plan**

X

(signature)

Address for notices to Property
Owner:

212 E. WATER ST.

SANDUSKY, OH 44870

Email for notices to Property Owner:

bharenet@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01112.000	212 E WATER ST	WATER	30
		TOTAL:	30.00

**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:

3-23-18

Property Owner:

SANDUSKY RENAISSANCE PROPERTIES LLC

Authorized Signatory:

ROBERT W. HARE as MANAGER
(printed name of signatory)

Support for Services Plan

X

(signature)

Address for notices to Property
Owner:

PO Box 1070

SANDUSKY, OH 44871-1070

Email for notices to Property Owner:

bharenet@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00126.000	217 E WATER ST	WATER	20
56-00128.000	215 E WATER ST	WATER	48
TOTAL:			68.00

**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:

3-23-18

Property Owner:

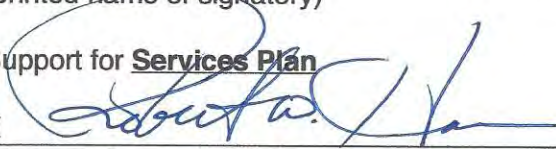
WHAREHOUSE PROPERTIES LLC

Authorized Signatory:

ROBERT W. HARE as Manager
(printed name of signatory)

Support for **Services Plan**

X


(signature)

Address for notices to Property
Owner:

P.O. Box 1070

SANDUSKY, OH 44871-1070

Email for notices to Property Owner:

bharenet@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00603.000	216 E WATER ST	WATER	66
TOTAL:			66.00

**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:

3-23-18

Property Owner:

RENAISSANCE TOO LLC

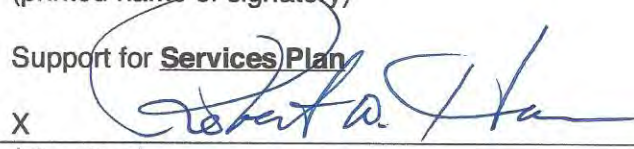
Authorized Signatory:

 **ROBERT W. HARE**
as MANAGER

(printed name of signatory)

Support for **Services Plan**

X


(signature)

Address for notices to Property
Owner:

P.O. Box 1070

SANDUSKY, OH 44871-1070

Email for notices to Property Owner:

bharenet@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01387.000	125 E WATER ST	WATER	33
TOTAL:			33.00

**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: 5-11-18

Property Owner: HART JAMES WILLIAMS

Authorized Signatory: James Williams Hart
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner: 105 East Washington Row
Sandusky, Ohio 44870

Email for notices to Property Owner: Jhart@FLYNNPKRUSE.COM

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00913.000	237 W WASHINGTON ROW	WASHINGTON	93
		TOTAL:	93.00

**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: April 16, 2018

Property Owner: WASHINGTON BUILDING INC

Authorized Signatory: James W. Hart
(printed name of signatory)

Support for **Services Plan**

X. James W. Hart, President of Washington,
(signature) Build, Inc

Address for notices to Property Owner: 105 East Washington Row
Sandusky, OH 44870

Email for notices to Property Owner: JHART@FLYNNPKRUSE.COM

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00947.000	165 E WASHINGTON ROW	WASHINGTON	100
TOTAL:			100.00

**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:

WAGNER BUILDING LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

x *Meghan Hogrefe*
(signature)

Address for notices to Property
Owner:

*5235 Castle Hills Dr.
San Diego, CA 92109*

Email for notices to Property Owner:

mhogrefe@h2productions.co

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01024.000	246 E MARKET ST	MARKET	66.62
TOTAL:			66.62

**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:

HUNTLEY BUILDING LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

X *Meghan Magrini*
(signature)

Address for notices to Property
Owner:

5235 CASTLE HILLS DR.

SAN DIEGO, CA 92104

Email for notices to Property Owner:

mhmgrini@h2productions.co

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00816.000	133 E MARKET ST	MARKET	92
TOTAL:			92.00

**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:

COOKE BUILDING LLC

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
56-00527.000	154 COLUMBUS ST	COLUMBUS	66
56-00528.000	162 COLUMBUS ST	COLUMBUS	66
TOTAL:			132.00

**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:

EAST WATER PROJECT LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

x *Meghan Hoge*
(signature)

Address for notices to Property Owner:

5235 Castle Hills Dr.

San Diego, CA 92109

Email for notices to Property Owner:

mhogre@hoproducts.co

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01322.000	305 E WATER ST	WATER	76
		TOTAL:	76.00

**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:

WATERS EDGE BUILDING LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

x Meghan Ideguchi
(signature)

Address for notices to Property
Owner:

5235 Castle Hills Dr.

San Diego, CA 92109

Email for notices to Property Owner:

mideguchi@h2productions.co

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00932.000	W WATER ST	WATER	33
56-00933.000	201 W WATER ST	WATER	50
TOTAL:			83.00

**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:

SHORELINE BUILDING LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

X *Mughan Kogrupe*
(signature)

Address for notices to Property
Owner:

3235 Castle Hills Dr.

San Diego, CA 92109

Email for notices to Property Owner:

mhogrupe@h2productions.ca

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00080.000	225 E WATER ST	WATER	49.5
		TOTAL:	49.50

**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:

5-18-2018

Property Owner:

JBRIV PROPERTIES LLC

Authorized Signatory:

Mary Jane S. Hill

(printed name of signatory)

Support for **Services Plan**

x

(signature)

Mary Jane S. Hill President

Address for notices to Property Owner:

165 E. WASHINGTON ROW

Sandusky, Ohio 44870

Email for notices to Property Owner:

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00077.000	207 E WATER ST	WATER	16
56-00078.000	209 E WATER ST	WATER	16
56-00490.000	211 W WATER ST	WATER	23
56-00845.000	279 E MARKET ST	MARKET	24
56-01167.000	231 E MARKET ST	MARKET	33
TOTAL:			112.00

**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: 5.24-18

Property Owner: MAPLE CITY BUILDERS LLC

Authorized Signatory: JEFFREY G. HIPA
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner: 371 CLEVELAND RD
NORWALK OHIO 44857

Email for notices to Property Owner: JEFFHIPA@MAPLECITYKE.NET

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01253.000	135 E WASHINGTON ROW	WASHINGTON	67
56-01254.000	E WASHINGTON ROW	WASHINGTON	39
56-01255.000	E WASHINGTON ROW	WASHINGTON	32
TOTAL:			138.00

**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:

3/20/18

Property Owner:

MURRAY & CO MARINA INC

Authorized Signatory:

Leslie Murray

(printed name of signatory)

Support for **Services Plan**

X

(signature)

Address for notices to Property Owner:

111 E Shoreline Dr

Sandusky OH 44870

Email for notices to Property Owner:

Leslie@murrayandmurray.com

mm@murrayandmurray.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01389.000	111 E SHORELINE DR	SHORELINE	385
TOTAL:			385.00

**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:

3/20/18

Property Owner:

M & M INVESTMENTS III LLC

Authorized Signatory:

Leslie Murray
(printed name of signatory)

Support for Services Plan

X

(signature)

Address for notices to Property Owner:

111 E. Shoreline Dr.
Sandusky, OH 44870

Email for notices to Property Owner:

Leslie @ MurrayandMurray.com
mmm @ MurrayandMurray.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-90076.000	E SHORELINE DR	SHORELINE	99
56-90077.000	105 E SHORELINE	SHORELINE	15
		TOTAL:	114.00

**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.

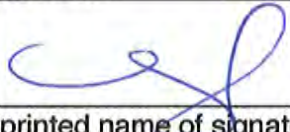
Date:

2/23/18

Property Owner:

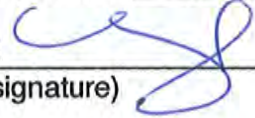
TIER 3 LLC

Authorized Signatory:

 Nicole Lloyd
(printed name of signatory)

Support for **Services Plan**

X


(signature)

Address for notices to Property
Owner:

316 E Water St

Sandusky OH 44870

Email for notices to Property Owner:

nikki@hotelkilbourne.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00079.000	223 E WATER ST	WATER	42
TOTAL:			42.00

**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:

PARADISO MANAGEMENT LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

X

(signature)

Address for notices to Property Owner:

165 JACKSON ST

SANDUSKY OH

Email for notices to Property Owner:

Tim@TheAshleyGroup.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01169.000	165 JACKSON ST	JACKSON	192
TOTAL:			192.00

**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: MAY 10, 2018

Property Owner: SANDUSKY NEWSPAPERS INC

Authorized Signatory: RONALD WAITE
(printed name of signatory)

Support for **Services Plan**

X Ronald Waite
(signature)

Address for notices to Property Owner: 314 W MARKET ST
SANDUSKY OH 44870

Email for notices to Property Owner: ronwaite@sanduskyregister.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00987.000	JACKSON ST	MARKET	40
56-00988.000	JACKSON ST	MARKET	25
56-00989.000	W MARKET ST	MARKET	33
56-00990.000	314 W MARKET ST	MARKET	25
56-00991.000	314 W MARKET ST	MARKET	33
56-00992.000	314 W MARKET ST	MARKET	33
56-00993.000	314 W MARKET ST	MARKET	44
56-00994.000	JACKSON ST	JACKSON	66
TOTAL:			299.00

**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: 4-10-18

Property Owner: SANDUSKY STATE THEATRE

Authorized Signatory: Chris Parthemore
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner: 107 Columbus Ave

Sandusky OH 44870

Email for notices to Property Owner: chrisp@sanduskystate.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-60083.000	123 COLUMBUS ST	COLUMBUS	61.8
56-61045.000	107 COLUMBUS ST	COLUMBUS	89
56-64005.000	W WATER ST	WATER	52
TOTAL:			202.80

**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: 4-23-18

Property Owner: CABLE BLOCK LLC

Authorized Signatory: ABUE A. STEINEMANN
(printed name of signatory)

Support for ~~Services Plan~~

X [Signature]
(signature)

Address for notices to Property
Owner:

165 E. WATER ST
SANDUSKY 44870

Email for notices to Property Owner: CABLE @ STEIN-HAR.COM

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01115.000	165 E WATER ST	WATER	66
TOTAL:			66.00

**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: 5-4-18

Property Owner: WINDAU HOLDINGS LTD

Steve Windau

Authorized Signatory: Ed Windau

(printed name of signatory)

Support for Services Plan

X Ed Windau
(signature)

Address for notices to Property
Owner:

Email for notices to Property Owner:

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00126.001	E WATER ST	WATER	19
56-01285.000	221 E WATER ST	WATER	44
TOTAL:			63.00

**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: 4-10-18

Property Owner: SANDUSKY STATE THEATRE

Authorized Signatory: Chris Parthemore
(printed name of signatory)

Support for Services Plan

X [Signature]
(signature)

Address for notices to Property Owner: 107 Columbus Ave

Sandusky OH 44870

Email for notices to Property Owner: chrisp@sanduskystate.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-60083.000	123 COLUMBUS ST	COLUMBUS	61.8
56-61045.000	107 COLUMBUS ST	COLUMBUS	89
56-64005.000	W WATER ST	WATER	52
TOTAL:			202.80

**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:

5/15/2018

Property Owner:

LILLY LOU LIMITED

Authorized Signatory:

Michael J Zujewski
(printed name of signatory)

Support for ~~Services Plan~~

X
(signature)

Address for notices to Property Owner:

243 E MARKET ST
SANDUSKY OHIO

Email for notices to Property Owner:

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00351.000	243 E MARKET ST	MARKET	33
TOTAL:			33.00

**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: 5/25/18

Property Owner: GUTSCHALK JACOB M & BRITTANY M

Authorized Signatory: Jacob M. Gutschalk
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner:

Email for notices to Property Owner: gutschalkrentals@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00710.000	119 HANCOCK ST	HANCOCK	66
56-00711.000	HANCOCK ST	HANCOCK	33
TOTAL:			99.00

**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: 5/25/18

Property Owner: GUTSCHALK PROPERTIES LLC

Authorized Signatory: Jacob M. Gutschalk
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner: _____

Email for notices to Property Owner: gutschalkrentals@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00921.000	E MARKET ST	MARKET	58
TOTAL:			58.00

**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:

5-23-18

Property Owner:

CROWBAR RENTALS LLC

Authorized Signatory:

Michael Shulick
(printed name of signatory)

Support for **Services Plan**

x Michael Shulick
(signature)

Address for notices to Property
Owner:

208 W Market St Apt

Sandusky, OH 44870

Email for notices to Property Owner:

Crowbar-pride16@yahoo.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01204.000	206 W MARKET ST	MARKET	33
		TOTAL:	131.00

**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:

ERIC WOBSEY

(printed name of signatory)

Support for **Services Plan**

X

(signature)

Address for notices to Property Owner:

222 MEIGS STREET

SANDUSKY, OH 44870

Email for notices to Property Owner:

EWOBSEY@CI.SANDUSKY.OH.US

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

**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: May 21, 2018

Property Owner: CASE DEVELOPMENT LLC

Authorized Signatory: Michael DeCesare
(printed name of signatory)

Support for **Services Plan**

X  Managing Member
(signature)

Address for notices to Property Owner: 6606 Father Caruso Dr.

Cleveland, Ohio 44102

Email for notices to Property Owner: casedevelopmentllc@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00146.000	409 W WATER ST	WATER	200
TOTAL:			200.00

ARTICLES OF INCORPORATION
FOR
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT, INC.

- FIRST: The name of this corporation is the Downtown Sandusky Special Improvement District, Inc. (hereafter referred to as the “*Corporation*”).
- SECOND: The place in the State of Ohio where the Corporation’s principal office will be located is the City of Sandusky, Erie County, Ohio.
- THIRD: The Corporation is formed for the following purposes:
- A. To govern a special improvement district (the “*District*”) created pursuant to ORC Chapter 1710.
 - B. To encourage and participate in programs that will maintain, improve and build the District as a viable mixed-use business, cultural, residential and recreational community.
 - C. To assist the City of Sandusky, Erie County, and other agencies and groups in providing programming which will preserve the economic well-being and opportunities in the Downtown Sandusky area of the City of Sandusky, as defined below;
 - D. To engage in any lawful act or activity for which corporations may be formed under ORC Chapter 1702 and amendments thereto, as may be deemed appropriate by the trustees of the Corporation, and to exercise any powers or rights now or hereafter conferred on nonprofit corporations under the laws of the State of Ohio which are in furtherance of any of the purposes for which the Corporation is formed.
 - E. To engage in any lawful act or activity for which corporations may be formed under ORC Chapter 1710 and amendments thereto, as may be deemed appropriate by the trustees of the Corporation.
 - F. The above enumerated purposes shall be interpreted in connection with the limitation that the Corporation is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “*Code*”).
- FOURTH: The name of the special improvement district formed by the Corporation under ORC Chapter 1710 shall be the “Downtown Sandusky Special Improvement District, Inc.”

FIFTH: The territory within the District shall be generally described as that portion of the City of Sandusky, Ohio, which is located within the following area:

- a) Beginning at the corner of Decatur Street and Market Street, and proceeding east along Market Street; then proceeding
- b) North along the westerly boundaries of Erie County Tax Parcels 56.00276.000 and 56-01169.000; then proceeding
- c) West along Water Street; then proceeding
- d) North along the westerly boundary of Erie County Tax Parcel 56-61390.000; then proceeding
- e) West along Shoreline Drive; then proceeding
- f) North along the westerly boundary of Erie County Tax Parcel 56-01066.033; then proceeding
- g) East along the northerly boundaries of Erie County Tax Parcels 56-01066.002, 50-01315.001, 56-01314.000, 56-61357.000, 56-00174.000, 56-9077.000, 56-90076.000, 56-01389.000, 56-00971.000, 56-00970.000, 56-01235.000, and 56-01234.000; then proceeding
- h) South along the easterly boundary of Erie County Tax Parcel 56-01234.000; then proceeding
- i) South along the easterly boundary of Erie County Tax Parcel 56-01322.000; then proceeding
- j) West on Water Street; then proceeding
- k) South along Hancock Street; then proceeding
- l) West along the southerly boundary of Erie County Tax Parcels 56-64051.000, 56-01024.000, 56-01190.000; then proceeding
- m) South along the westerly boundary of Erie County Tax Parcel 56-00062.000; then proceeding
- n) South along Wayne Street; then proceeding
- o) East along the southerly boundaries of Erie County Tax Parcels 56-64020.00 and 56-64014.000; then proceeding
- p) North along Jackson Street; then proceeding

- q) West along the southerly boundaries of Erie County Tax Parcels 56-00994.000, 56-00989.000, 56-00987.000, 56-01126.000, 56-00520.000, and 56-00521.000; then proceeding
- r) North along Decatur Street.

Certain property within this area may be excluded in accordance with ORC Chapter 1710. A detailed listing of all property included in the District, as identified by its current tax parcel number assigned by the Erie County Auditor's Office, is attached hereto as Exhibit A.

SIXTH: Each owner of real property within the District, other than the State of Ohio, any county, township or municipal corporation, the United States of America or the owners of any Church Property (as such term is defined in ORC Section 1710.02) will be a member of the District ("*Members*"); provided, however, that any such county, township, or municipal corporation, or the owners of any Church Property, as the case may be, shall be Members to the extent (but only to the extent) that they voluntarily submit to the District and to the provisions of Chapter 1710 all or a portion of their real property in the District, as provided by Chapter 1710. Members shall have such voting rights as described in the Code of Regulations of the Corporation.

SEVENTH: The incorporator, whose name and address is set forth at the end of these Articles, plus three (3) temporary Trustees appointed by the incorporator, shall serve as the Board of Trustees until the election of Trustees, which will occur at the first meeting of the entire membership or thereafter at the annual meeting of the District after its creation. From and after the first meeting of the entire membership, the Board of Trustees of the Corporation shall consist of at least seven (7) individuals, one of whom shall be the City Manager of the City of Sandusky, or alternatively an employee of the City of Sandusky who shall serve at the pleasure of the City Manager, one of whom shall be appointed by the Commission of the City of Sandusky, two (2) of whom shall be Members or executive representatives of Members elected by the Members owning residential property, and three (3) of whom shall be Members or executive representatives of Members elected by the Members owning commercial property.

The Trustees of the Corporation from time to time shall constitute the Board of Directors of the Special Improvement District under Chapter 1710 of the Ohio Revised Code.

EIGHTH: These Articles may be amended only (a) by the vote of Members entitling them to exercise a majority of the voting power on such proposal, who are present at a meeting of Members at which a quorum is present and (b) after receipt of approval of such amendment or amended articles by resolution of

the legislative authority of the City of Sandusky, and (c) upon filing of such amendment or amended articles and a certified copy of such resolution with the Ohio Secretary of State.

NINTH: The District is being created by concerned landowners in the district in an effort to strengthen the economic vitality, livability and commerce in the District community. The District is intended to increase the utilization of the district area by businesses and individuals in the Sandusky metropolitan area, thereby better establishing the District area as a livable center of commerce and entertainment which will in return be conducive to the public health, safety, peace, convenience and welfare of the District.

TENTH: No part of the net earnings of the Corporation shall incur to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

ELEVENTH: Upon the dissolution of the Corporation, all assets remaining after paying or making provision for the payment of all of the liabilities of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the County in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

TWELFTH: A copy of the City of Sandusky Ordinance No. _____ is attached as Exhibit B as required by Ohio Revised Code 1710.02(D).

Exhibit A

Detailed Listing of All Parcels Included in the District, Identified by Current Tax Parcel Number

56-00051.000	56-00437.000	56-01024.000	56-01174.046	56-01174.178	56-01174.234	56-01255.000
56-00077.000	56-00438.000	56-01026.000	56-01174.047	56-01174.179	56-01174.235	56-01285.000
56-00078.000	56-00439.000	56-01067.000	56-01174.048	56-01174.180	56-01174.236	56-01314.000
56-00079.000	56-00477.000	56-01068.000	56-01174.049	56-01174.181	56-01174.237	56-01315.001
56-00080.000	56-00490.000	56-01071.000	56-01174.050	56-01174.182	56-01174.238	56-01319.000
56-00082.000	56-00499.000	56-01098.000	56-01174.051	56-01174.183	56-01174.239	56-01322.000
56-00103.000	56-00505.000	56-01112.000	56-01174.052	56-01174.184	56-01174.240	56-01387.000
56-00105.000	56-00519.000	56-01115.000	56-01174.053	56-01174.185	56-01174.241	56-01389.000
56-00108.000	56-00520.000	56-01126.000	56-01174.054	56-01174.186	56-01174.242	56-60083.000
56-00119.000	56-00521.000	56-01142.000	56-01174.055	56-01174.187	56-01174.243	56-60104.000
56-00126.000	56-00526.000	56-01147.000	56-01174.056	56-01174.188	56-01174.244	56-60823.000
56-00126.001	56-00527.000	56-01167.000	56-01174.057	56-01174.189	56-01174.245	56-61007.000
56-00128.000	56-00528.000	56-01169.000	56-01174.058	56-01174.190	56-01174.246	56-61045.000
56-00131.000	56-00528.001	56-01174.000	56-01174.059	56-01174.191	56-01174.247	56-61357.000
56-00146.000	56-00577.000	56-01174.003	56-01174.060	56-01174.192	56-01174.248	56-64001.000
56-00147.000	56-00603.000	56-01174.004	56-01174.061	56-01174.193	56-01174.249	56-64002.000
56-00148.000	56-00615.000	56-01174.005	56-01174.062	56-01174.194	56-01174.250	56-64003.000
56-00152.000	56-00679.000	56-01174.006	56-01174.063	56-01174.195	56-01174.251	56-64004.000
56-00152.001	56-00710.000	56-01174.007	56-01174.064	56-01174.196	56-01174.252	56-64005.000
56-00153.000	56-00711.000	56-01174.008	56-01174.065	56-01174.197	56-01174.253	56-64014.000
56-00170.000	56-00713.000	56-01174.010	56-01174.066	56-01174.198	56-01174.254	56-64017.000
56-00170.001	56-00772.000	56-01174.011	56-01174.067	56-01174.199	56-01174.255	56-64020.000
56-00174.000	56-00801.000	56-01174.012	56-01174.068	56-01174.200	56-01174.256	56-64022.000
56-00175.000	56-00802.000	56-01174.013	56-01174.069	56-01174.201	56-01174.257	56-64023.000
56-00183.000	56-00813.000	56-01174.014	56-01174.070	56-01174.202	56-01174.258	56-64024.000
56-00184.000	56-00816.000	56-01174.015	56-01174.071	56-01174.203	56-01174.259	56-64032.000
56-00260.000	56-00817.000	56-01174.016	56-01174.072	56-01174.204	56-01174.260	56-64036.000
56-00274.000	56-00845.000	56-01174.017	56-01174.073	56-01174.205	56-01174.261	56-64037.000
56-00275.000	56-00846.000	56-01174.018	56-01174.074	56-01174.206	56-01174.262	56-64038.000
56-00276.000	56-00856.000	56-01174.019	56-01174.075	56-01174.207	56-01174.263	56-64039.000
56-00283.000	56-00891.000	56-01174.020	56-01174.076	56-01174.208	56-01174.264	56-64040.000
56-00330.000	56-00895.000	56-01174.021	56-01174.077	56-01174.209	56-01174.265	56-64043.000
56-00341.000	56-00896.000	56-01174.022	56-01174.078	56-01174.210	56-01174.266	56-64045.000
56-00343.000	56-00913.000	56-01174.023	56-01174.079	56-01174.211	56-01174.267	56-64051.000
56-00351.000	56-00915.000	56-01174.024	56-01174.080	56-01174.212	56-01174.268	56-64052.000
56-00353.001	56-00920.000	56-01174.025	56-01174.081	56-01174.213	56-01174.269	56-68023.000
56-00353.002	56-00921.000	56-01174.026	56-01174.082	56-01174.214	56-01174.270	56-68066.000
56-00353.003	56-00932.000	56-01174.027	56-01174.159	56-01174.215	56-01174.271	56-70353.004
56-00353.004	56-00933.000	56-01174.028	56-01174.160	56-01174.216	56-01174.272	56-70353.005
56-00353.005	56-00947.000	56-01174.029	56-01174.161	56-01174.217	56-01174.273	56-70353.010
56-00353.006	56-00965.000	56-01174.030	56-01174.162	56-01174.218	56-01174.274	56-70353.011
56-00353.007	56-00970.000	56-01174.031	56-01174.163	56-01174.219	56-01190.000	56-90076.000
56-00353.008	56-00971.000	56-01174.032	56-01174.164	56-01174.220	56-01202.000	56-90077.000
56-00353.009	56-00980.000	56-01174.033	56-01174.165	56-01174.221	56-01204.000	59-01023.001
56-00353.010	56-00981.000	56-01174.034	56-01174.166	56-01174.222	56-01217.000	59-01066.001
56-00353.011	56-00987.000	56-01174.035	56-01174.167	56-01174.223	56-01218.000	59-01066.002
56-00353.012	56-00988.000	56-01174.036	56-01174.168	56-01174.224	56-01219.000	59-01066.003
56-00354.000	56-00989.000	56-01174.037	56-01174.169	56-01174.225	56-01226.000	59-61065.001
56-00367.000	56-00990.000	56-01174.038	56-01174.170	56-01174.226	56-01234.000	59-61390.000
56-00369.000	56-00991.000	56-01174.039	56-01174.171	56-01174.227	56-01235.000	
56-00370.000	56-00992.000	56-01174.040	56-01174.172	56-01174.228	56-01246.000	
56-00387.000	56-00993.000	56-01174.041	56-01174.173	56-01174.229	56-01247.000	
56-00399.000	56-00994.000	56-01174.042	56-01174.174	56-01174.230	56-01248.000	
56-00400.000	56-00998.000	56-01174.043	56-01174.175	56-01174.231	56-01249.000	
56-00434.000	56-00999.000	56-01174.044	56-01174.176	56-01174.232	56-01253.000	
56-00435.000	56-01000.000	56-01174.045	56-01174.177	56-01174.233	56-01254.000	



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: May 30, 2018

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for an unbuildable parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located on the north side of N. Depot Street and further identified by the Auditor as Erie County Parcel No. 57-05225.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. A request was made on behalf of the west adjoining property owner, Patrick Brennan, 611 N. Depot Street, to acquire this unbuildable parcel for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program. The Mow to Own Program was approved by the City Commission on July 11, 2011 and became effective on August 11, 2011.

The City Commission approved acquisition of this unbuildable parcel on July 11, 2016 pursuant to Resolution 031-16R and received title on November 29, 2016 by Sheriff's Deed through Gift of Deed in lieu of foreclosure. The Land Bank Committee approved the sale of the entire parcel to Patrick Brennan through the "Mow to Own" Side Lot Disposition Program on May 21, 2018 because the adjoining vacant lot of the same size (33' X 145') is owned by the adjoining property owner at 619 N. Depot. The sale of this parcel will provide lot conformity and uniform green space for both property owners. The Land Bank Administrator has verified that Patrick Brennan qualifies as purchasers pursuant to the requirements of the Land Reutilization Policies and Procedures.

Selling this unbuildable parcel to the adjoining property owner at the Auditor's appraised value will help protect the neighborhood property values and insurance ratings. By participating in the Mow to Own Program, the property owner is given an incentive to earn ownership, thereby relieving the City's mowing burden. The adjoining property owner can enhance the unbuildable parcel's value by building a garage or adding an addition onto their existing structure. However, the taxing districts will receive the ultimate reward because it puts this non-productive parcel back into tax producing status.

BUDGET IMPACT: The cost associated with this purchase & sale agreement is the total amount of the title search, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of the expenses from the nonrefundable earnest money deposit of one hundred and eighty one dollars (\$181.00) required to be paid by the Purchaser. The taxing districts will begin collecting approximately one hundred sixty five dollars and fifty two cents (\$165.52) per year in real estate taxes.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Patrick Brennan to sell the unbuildable parcel no longer needed for any municipal purpose identified as Parcel No. 79-05225.000 located on the north side of N. Depot Street. It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-05225.000, LOCATED ON THE NORTH SIDE OF NORTH DEPOT STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located on the north side of North Depot Street, Parcel No. 57-05225.000 by Resolution No. 031-16R, passed on July 11, 2016, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, a request was made on behalf of the adjoining property owner to acquire this property for yard expansion and pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by the City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owner, Patrick Brennan, desires to purchase Parcel No. 57-05225.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the cost associated with this purchase and sale agreement is the total cost of the title search, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the purchase and sale transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposit required to be paid by the Purchaser; and

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

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

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

THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 57-05225.000, located on the north side of North Depot Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase and Sale Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase and Sale Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to the Purchase and Sale Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

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

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

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

Passed: June 11, 2018

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2018, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Patrick Brennan, 611 N. Depot Street, Sandusky, Ohio 44870, hereinafter referred to as the "s".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agree to purchase from the Seller, an unimproved parcel of real property located on the north side of N. Depot Street, known as Erie County Parcel Number 57-05225.000, Sandusky, Ohio, more fully described in the legal description of the deed marked Exhibit "A", attached hereto and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 611 N. Depot Street, Erie County Parcel Number 57-05285.000.

2. The total purchase price for the Property is eight thousand four hundred and ten dollars (\$8,410.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of one hundred and eighty one dollars (\$181.00) in cash, certified check or cashier's check made payable to Seller. The remaining balance of six thousand three hundred twelve dollars and fifty cents (\$8,229.00) shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of four (4) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein. The Purchaser has maintained the Property for one (1) year and will be given credit for one (1) year of previous maintenance.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchaser's adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. The City of Sandusky makes no representations that it will either be in support of or opposed to any proposed site improvements. Site Improvements shall adhere to the following requirements:

a) No excavation or site improvements shall be started, and no buildings or structures erected, altered, or moved until zoning clearance and a building permit have been applied for and approved by the Division of Planning and the Division of Building in accordance with Section 1109.03(a) of the Codified Ordinances of the City of Sandusky.

b) All parking areas and access driveways shall be a paved surface unless otherwise approved by the Planning Commission in accordance with Section 1149.09(a) of the Codified Ordinances of the City of Sandusky.

c) If a variance or waiver is required in order to construct any proposed site improvements, it shall be the responsibility of the Purchaser to apply to the appropriate board for such variance and/or waiver.

5. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

6. Seller shall not furnish a title insurance policy.

7. The closing date of this transaction shall be no later than June 30, 2021, or at such other time as may be mutually agreed upon, in writing, by the parties.

8. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

9. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

10. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.

11. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.

12. In the event that the Purchaser breach this Agreement by not closing this transaction on or before June 30, 2021, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

13. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

14. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

15. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

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

PURCHASER:

Patrick Brennan

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Patrick Brennan and acknowledged his execution of the foregoing instrument and that the same is his voluntary act and deed.

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

NOTARY PUBLIC

SELLER:
CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

Approved as to Form:

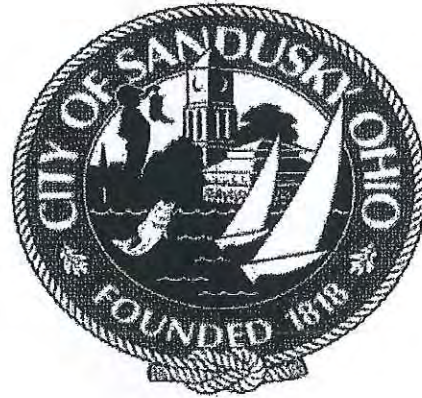
Justin Harris
Ohio Supreme Court #0078252
Law Director
City of Sandusky

EXHIBIT "A"

Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot Number Fourteen (14) on North Depot Street in John Ziegler's Subdivision as per plat recorded in Volume 3 of Plats, Page 30, Erie County Ohio Records.

Property Address: N. Depot Street, Sandusky, OH 44870
Tax ID No.: 57-05225.000

CITY OF SANDUSKY OHIO



LAND REUTILIZATION PROGRAM

"MOW TO OWN" SIDE LOT DISPOSITION PROGRAM



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

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

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

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

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

A. Qualified Properties.

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

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

B. Applicants.

1. All applicants must own the contiguous property, and priority shall be given to applicants who personally occupy the contiguous property.
2. The applicant shall not be delinquent on any real estate or personal properties taxes in Erie County.
3. The applicant shall not have a history of property maintenance, nuisance and/or building code violations.
4. The applicant shall not own any property that has an unremediated property maintenance, nuisance and/or building code violation.
5. Applicants must meet all other requirements pursuant to the City of Sandusky's Land Reutilization Policy and Procedures.

C. Purchase.

1. Lots purchased for addition to existing developed properties shall be sold with deed restrictions prohibiting construction of additional dwelling units and limiting usage to ancillary facilities or building additions.

- The applicant shall obtain all necessary permits from the City before erecting structures on the property (i.e. garage, fence, etc.)
2. Situations not herein defined or deemed to be unusual shall be resolved at the discretion of the Land Bank Committee.

D. Price.

1. The purchase price shall be fair market value as determined by the Erie County Auditor's current valuation and appraisal.
2. The purchaser shall be responsible for the recording and transfer fees in addition to the cost of the lot.
3. The City shall not provide purchaser with title insurance. Title insurance may be purchased independently through the title company by the purchaser.

E. Payment.

1. The purchaser shall provide a non-refundable earnest money deposit in an amount not less than the costs incurred by the City for acquisition of the property.
2. The remaining balance due shall be determined by subtracting the amount of the non-refundable earnest money deposit from the fair market value.
3. The remaining balance due shall be paid by in-kind service of the purchaser by mowing and maintaining the property in a nuisance free condition for a minimum number of years that shall be determined by dividing the remaining balance due by the estimated average yearly cost to the City for mowing and maintaining the property, which shall be rounded up to the next whole number.
4. The purchaser shall agree to mow, maintain and keep the property free from nuisance for the minimum number of years as determined above.
5. If the property owner fails to maintain the property at anytime within the required minimum number of years and is issued a nuisance violation pursuant to the City of Sandusky's Codified Ordinances or if the City must

maintain the property in any way within the required minimum number of years, the purchaser shall be in breach of the Purchase Agreement.

F. Breach of the Purchase Agreement.

1. Upon breach of the Purchase Agreement, the Purchase Agreement shall become null and void and the non-refundable earnest money deposit shall be retained by the City. The property shall be offered to the other adjacent property owner. If the other adjacent property owner declines, or in the event there is no other adjacent property owner, the entire lot shall be offered to the rear abutting property owner.
2. If all of the adjacent/abutting property owners decline, the lot shall be considered for community development efforts such as community gardens, neighborhood play areas and community green areas.

Date: 9-16-11

Approved by: 

Donald C. Icsman
Acting City Manager



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: May 30, 2018
Subject: Commission Agenda Item – Lease Agreement with Erie Metro Housing Authority for lot at the corner of Meigs Street & Sycamore Street

ITEM FOR CONSIDERATION: Lease Agreement with Erie Metro Housing Authority for lot at the corner of Meigs Street & Sycamore Street.

BACKGROUND INFORMATION: The City of Sandusky adopted the Bicentennial Vision in February of 2016. As part of the Bicentennial Vision, recommendations were made for investments into the neighborhoods to make them more vibrant, livable, and connected. The initiative, aimed at improving residential neighborhoods within the City, began with the selection of six (6) neighborhoods based on demographics, housing types, and geographic diversity to together serve as a representation of the city as a whole. Within each neighborhood, the plan calls for an existing or proposed anchor project, model block program, neighborhood identity and beautification projects and the facilitation of community programming to be accomplished over the five (5) year timeframe.

The Sandusky Neighborhood Initiative (SNI) specifically calls for a greenspace & neighborhood ID signage at the corner of Sycamore Street and Meigs Street. City staff and Erie Metro staff were able to reach terms agreeable to both parties for an initial ten (10) year term. The proposed use for the land will include minimal seating, signage and public art.

BUDGETARY INFORMATION: The proposed lease agreement calls for the City to pay a sum of ten dollars (\$10) annually for rent. Total funds expended for rent during the course of the proposed lease will total to one hundred dollars (\$100) over the course of the ten (10) year term, which will be paid with Sandusky Neighborhood Initiative Funds.

ACTION REQUESTED: It is recommended that the City of Sandusky enter into the proposed lease agreement with Erie Metro Housing Authority for the lot at the Corner of Meigs St. and Sycamore Street in accordance with Section 14 of the City Charter in order to proceed with implementation of the project with an estimated completion occurring by late fall.

I concur with this recommendation:

Eric Wobser, City Manager

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

Erie County, Ohio - Property Record Card

Parcel: 56-60017.000

GENERAL PARCEL INFORMATION

Owner	ERIE METROPOLITAN HOUSING AUTHORITY
Property Address	510 MEIGS SANDUSKY OH 44870
Mailing Address	322 WARREN ST
Land Use	645 - EXEMPT OWNED BY METRO. HOUSING
Legal Description	AUTHORITY
	LOT 11 MEIGS ST WH
Neighborhood	5655608 -
School District	SANDUSKY SD

MAP NUMBER: 12

VALUATION

	Appraised	Assessed
Land Value	\$11,160.00	\$3,910.00
Improvements Value	\$0.00	\$0.00
CAUV Value	\$0.00	\$0.00
Total Value	\$11,160.00	\$3,910.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.1205	99	53	81	\$11,160.00

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
-----------	------------	-----------	-------	-------



SALES

Date	Buyer	Seller	Price
1/1/1987	ERIE METROPOLITAN	Unknown	\$0

COMMERCIAL
Description
Year Built
Year Remodeled
Unit Count
Section Number
Section Area
Wall Height
Section Story Count

A sketch is unavailable for this parcel.

ADDITIONS			
Description	Area	Year Built	Value

IMPROVEMENTS			
Description	Year Built	Dimension Area	Value

TAX	1st Half	2nd Half	Total
Charge:	\$0.00	\$0.00	
Credit:	\$0.00	\$0.00	
Rollback:	\$0.00	\$0.00	
Reduction:	\$0.00	\$0.00	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$0.00	\$0.00	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$0.00	\$0.00	
Penalties/Adjustments:	\$0.00	\$0.00	
Delinquencies:	\$0.00		
Net Owed:	\$0.00	\$0.00	\$0.00
Net Paid:	\$0.00	\$0.00	\$0.00
Net Due:	\$0.00	\$0.00	\$0.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ERIE METRO HOUSING AUTHORITY FOR A PARCEL OF LAND LOCATED AT THE CORNER OF MEIGS STREET AND SYCAMORE STREET TO BE USED IN RELATION TO THE SANDUSKY NEIGHBORHOOD INITIATIVE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Bicentennial Vision, the Sandusky Neighborhood Initiative was created that aimed at improving residential neighborhoods within the City and focused on six (6) neighborhoods (The Cove, 1st-5th Street Neighborhood, South of Kilbourne Neighborhood, Garden District, the South Side and the West End); and

WHEREAS, this City Commission approved and adopted the Sandusky Neighborhood Initiative Plan by Ordinance No. 17-135, passed on July 10, 2017; and

WHEREAS, the Sandusky Neighborhood Initiative Plan provides for existing or proposed anchor projects, model block programs, neighborhood identity and beautification projects within each neighborhood to be accomplished over a five (5) year period and the Plan specifically identified a greenspace and neighborhood signage at the corner of Meigs Street and Sycamore Street and will include public art; and

WHEREAS, the Lease Agreement requires the City to pay an annual sum of ten dollars (\$10.00) for an initial ten (10) years and will automatically renew for subsequent terms of one (1) year each unless either party provides written notice to terminate; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with implementation and complete the project by late Fall; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Lease Agreement with Erie Metro Housing Authority for the purpose of leasing a

parcel of land located at the corner of Meigs Street and Sycamore Street, identified as Parcel No. 56-60017.000, to be used in relation to the Sandusky Neighborhood Initiative, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

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

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

Passed: June 11, 2018

L E A S E

This Lease dated this _____ day of May, 2018, between Erie Metropolitan Housing Authority, the Lessor, (hereinafter referred to as "Lessor") and the City of Sandusky, the Lessee, (hereinafter referred to as the "Lessee"):

W I T N E S S E T H:

Article 1. Description of Premises. The Lessor does hereby lease and demise to the Lessee, the following premises situated in the City of Sandusky, County of Erie and State of Ohio, described as follows: Situated in the City of Sandusky, County of Erie and State of Ohio, and known as Lot No. 11 on Meigs Street of Hendry and McKnight Addition as per plat recorded in Volume 6 of Deeds, Page 81, Erie County, Ohio Records, be the same more or less but subject to all legal highways, also identified as Erie County Parcel Number 56-60017.000. The demised premises is an empty lot on the corner of Meigs Street and Sycamore Street.

Article 2. Use of Premises. Lessee agrees that the premises are leased for use consistent with a residential neighborhood. The Lessee shall not erect any structures or fixtures on the lot without permission from Lessor. Notwithstanding this restriction, Lessee may erect or place artwork, including sculptures, or signs on the lot to beautify the promote the neighborhood. The Lessee shall maintain the lot in good condition, mow the grass, and not create a nuisance.

Article 3. Term. To have and to hold the same for an initial term of ten (10) years commencing as of June 1, 2018, and to expire on May 31, 2028. The Lessor reserves the right to terminate this Lease when the premises are sold by the Lessor, with no liability to Lessee, subject to the conditions below.

Upon expiration of the initial term, this Lease shall be automatically renewed for subsequent terms of one year each unless either party gives to the other party written notice of at least 90 days prior to the end of the term that the party intends to terminate the lease at the end of that term, subject to the conditions below. Each term after the initial term shall be subject to all of the covenants, provisions, terms, and conditions of this Lease, including the amount of rent.

For any termination under this, Lessor shall give lessee at least 90 days' notice of termination.

Article 4. Rent. Lessee hereby covenants and agrees to pay Lessor the annual sum of Ten Dollars (\$10.00) as the base amount of rent, payable in advance.

Article 5. Vacation of Premises. The Lessee will pay the rent at the times and in the manner aforesaid, and at the expiration of the term, the Lessee will peacefully yield up to the Lessor said premises in as good order and repair as when delivered to it, damage by fire, casualty, war or insurrection, riot or public disorder, or act upon the part of any governmental authority, ordinary wear and tear and damage by the elements excepted.

Article 6. Use and Occupation. The Lessee covenants that no waste or damage shall be committed upon or to the demised premises; that the premises shall be used for the purpose hereinabove stated, and shall not be used or permitted to be used for any other purpose; that said premises shall not be used for any unlawful purpose and no violations of law or ordinance shall be committed thereon; that nothing shall be done or suffered or any substance kept on said premises which will operate to increase the fire hazard or to cause the insurance rates thereon to be increased; that it will not make or permit any alterations therein

or addition thereto or affix or cause to be affixed to any part of the property any sign, advertisement or notice, without the consent of the Lessor first had and obtained, except as permitted in Article II hereof; and that any additions or improvements placed upon the premises by Lessee during the term, except the unattached and movable property of the Lessee, remaining there at the time of termination shall become the unrestricted property of Lessor.

Article 7. Assignments and Subletting. This Lease shall not be assigned, or the demised premises underlet, without the written consent of the Lessor hereon endorsed.

Article 8. Abandonment. If Lessee shall abandon or vacate said premises before the end of the term or any other event happening entitling Lessor to take possession thereof, Lessor may take possession of the premises and re-let same without such action being deemed an acceptance of a surrender of this Lease, or in any way terminating the Lessee's liability hereunder, and Lessee shall remain liable to pay the rent herein reserved, less the net amount realized from such re-letting, after deduction of any expenses incident to such repossession and re-letting.

Article 9. Casualty and Unsafe Property. If any structures on the demised premises shall be so damaged by fire or other casualty as to be substantially destroyed, or if any authority having jurisdiction shall order the demolition or removal of any building herein demised, and the Lessee does not properly restore or remove same within the period directed by the local authorities, then this Lease shall cease and come to an end and any unearned rent paid in advance by the Lessee shall be refunded to it.

Article 10. Transfer by Operation of Law. In the event said premises or any part thereof comes into possession of any receiver, assignee, trustee in bankruptcy, sheriff, or other officer, by and through any court process, or by operation of law, Lessor may at its option terminate this lease at any time thereafter by notice to said Lessee, and may accept rent from such receiver, trustee, assignee or officer, without affecting or impairing her right to so terminate this Lease at any time thereafter or impairing any other right of Lessor under this Lease.

Article 11. Alterations. No major alterations, changes in, or improvements to the demised premises shall be made by the Lessee except as permitted under Article II hereof. All of such permitted changes, additions, or alterations shall be made solely at the expense of the Lessee, and the Lessee agrees to protect, indemnify and save harmless the Lessor on account of any injury to third persons or property, by reason of any such changes, additions, or alterations, and to protect, indemnify and save harmless the Lessor from the payment of any claim of any kind or character on account of bills for labor or material in connection therewith.

Article 12. Inspection. The Lessor may, during the term at reasonable times and during usual business hours, enter to view the premises and may at any time affix to any suitable part of the said premises a notice advertising for the sale of the premises, and keep the same affixed without hindrance or molestation.

Article 13. Rights on Default. If the Lessee shall neglect or fail to perform or observe any of the covenants contained herein, on its part to be observed and performed, for ten (10) days after notice by the Lessor of such breach, then the Lessor may lawfully enter into and upon the said premises or any part thereof in the name of the whole, and repossess the same, and expel the Lessee and those claiming under and through them and remove their effects, without being deemed guilty of any manner of trespass, and upon entry as aforesaid, this Lease shall terminate and wholly expire, and the Lessee covenants that in case of such termination it will indemnify the Lessor against all loss of rent which the Lessor may incur by reason of such

termination during the residue of the term above specified. Lessor shall have a lien to secure the payment and performance of all obligations by Lessee to be performed under this Lease, on all personal property which is or may be placed by Lessee on the demised premises. In case of any default by Lessee hereunder, Lessee shall not remove any of said property from the premises until such default has been fully satisfied, and this lien may be enforced by the taking and sale of said property by Lessor as in the case of sale under a chattel mortgage, or in any other manner selected by Lessor. The proceeds, after the expense of the sale, shall be applied in satisfaction of the obligations so in default.

Article 14. Holdover. It is agreed that a holding over beyond the expiration of the term herein specified shall operate as an extension of this Lease from month to month only.

Article 15. Lessor's Non-Liability. It is agreed that the Lessor shall not be liable to the Lessee or any other person on the demised premises or in the building by the Lessee's consent, invitation or license, expressed or implied, for any damage either to person or property, sustained by reason of the condition of said premises or building, or any part thereof, or arising from the bursting or leaking of any water, gas, sewer, or steam pipes, or due to the act or neglect of any employee of the Lessee, or the act of any co-tenant or any occupant of said premises or other person therein, or due to any casualty or accident in or about said premises.

Article 16. Lessee's Liability. The Lessee agrees to be responsible for any damage to the property of the Lessor which may result from any use of the demised premises, or any act done thereon by the Lessees or by any person coming or being thereon by the license of the Lessees, expressed or implied, and will also save the Lessor harmless from any liability to any other person, for damage to person or property resulting from any such causes.

Article 17. Condition and Maintenance. The Lessee agrees to keep the premises clean and orderly.

Article 18. Utilities and Taxes. The Lessee agrees to pay for all public utility services rendered or furnished to the premises during the term hereof.

Article 19. Insurance. Lessee agrees to place and maintain, at Lessee's expense, public liability insurance with respect to Lessee's use and occupancy of said premises issued in the name of Lessee and Lessor, in amounts of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate.

Article 20. Notices. All notices to be given hereunder by either party shall be in writing and given by personal delivery to the Lessor or the Lessee, or shall be sent by registered mail addressed to the party intended to be notified at the post office address of such party last known to the party giving such notice, and notice given as aforesaid shall be a sufficient service thereof and shall be deemed given as of the date when deposited in any post office, or in any post office box regularly maintained by the Federal Government.

Article 21. Construction. It is understood that the term Lessor and Lessee, used herein, shall be construed to mean Lessors and Lessees where there is more than one, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though fully expressed.

Article 22. Conclusion. The Lessor covenants that the Lessee, on paying the rent and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy

the demised premises for the term aforesaid. The covenants and agreements contained in the foregoing lease are binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns. This instrument contains the entire agreement of the parties and may not be modified except by an agreement in writing signed by the parties or their respective successors in interest.

LESSOR:

LESSEE:

**ERIE METROPOLITAN HOUSING
AUTHORITY**

CITY OF SANDUSKY

By: _____

By: _____

STATE OF OHIO: COUNTY OF ERIE) ss:

BEFORE ME, the undersigned, a notary public, personally appeared Erie Metropolitan Housing Authority the Lessor, by Ralph Chamberlain, Executive Director, who acknowledged the signing of the foregoing Lease to be his voluntary act and deed on behalf of Erie Metropolitan Housing Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2018.

Notary Public
Commission Expires: _____

STATE OF OHIO: COUNTY OF ERIE) ss:

BEFORE ME, the undersigned, a notary public, personally appeared City of Sandusky, by _____, _____, who acknowledged the signing of the foregoing Lease to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2018.

Notary Public
Commission Expires: _____

This instrument prepared by: Carl J. Kamm III, Flynn, Py & Kruse, L.P.A., 165 East Washington Row, Sandusky, Ohio 44870.



COMMUNITY DEVELOPMENT

Matthew D. Lasko
Chief Development Officer
mlasko@ci.sandusky.oh.us

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: June 5, 2018
Subject: Commission Agenda Item – City Hall Signage & Wayfinding Design

Items for Consideration: Legislation approving a Professional Design Services Agreement to be entered into between the City of Sandusky (the “City”) and RLR Associates, Inc. (“RLR”), an Indiana for-profit corporation for the purposes of designing exterior and wayfinding signage for the new City Administrative facility (the “Project”).

Background Information: As part of the Lease Agreement between the City and SandCity, LLC related to the relocation of City Administrative offices to the corner of Columbus Avenue and E. Washington Row – certain expenses related to the project remained the financial and logistical responsibility of the City. These items include namely, data, information technology and security systems, exterior and interior wayfinding signage, any new furniture purchases and moving services. These listed items are all in the process of being investigated and negotiated and each will return to the City Commission for review and consideration.

In January of 2018, the City issued a request for qualifications to firms specializing in exterior and internal wayfinding signage design, fabrication and installation. Proposals were due to the City on or before February 16, 2018. Two (2) submittals were received, evaluated and ranked by a selection committee. The City is proposing to move forward with the design component of the Project; and later competitively bidding the fabrication and installation component of the Project. Based on the firm’s strength of personnel, past experience, and their understanding of historical requirements and appropriateness, the City selected RLR (out of Indianapolis, IN) as the most qualified signage design company. A proposal for scope of services was requested and reviewed by the selection committee and ultimately approved.

Per the attached proposal, RLR will, in summary conceptually design and then design a family of signage devices for the City Administrative facility including building entrance signage, interior building directories, directional panels, departmental and service identification, space and room identification and regulatory and etiquette signage in a manner that supports the historic and architectural features of the building along with the interior aesthetic. The project will be broken down into several phases including (1) discovery, programming and schematic design, (2) design development and documentation and (3) an optional bidding and negotiation support.

Budgetary Information: The base cost of the proposed design of the Project is \$24,015. The Project may require support from RLR after the design documents are submitted and during the bidding and negotiation phase. The City may engage RLR on an hourly basis for these tasks not to exceed \$3,000 and only with prior approval provided by the City. The project will be expensed from the Capital Projects Fund.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Professional Design Services Agreement with RLR Associates, Inc. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage to immediately begin the design process to ensure installation of the wayfinding and exterior signage no later than December 7, 2018.

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
Stuart Hamilton, IT Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RLR ASSOCIATES, INC. OF INDIANAPOLIS, INDIANA, FOR PROFESSIONAL DESIGN SERVICES FOR THE CITY HALL SIGNAGE & WAYFINDING 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 a Lease Agreement with SandCity, LLC, for the relocation of City Hall by Ordinance No. 17-065, passed on March 27, 2017, and as part of the Lease Agreement the City is responsible for certain expenses related to the relocation including data, information technology and security systems, exterior and interior wayfinding signage, new furniture purchases, and moving services; and

WHEREAS, the City Hall Signage & Wayfinding Project consists of the planning, design, fabrication and installation of a family of signing devices for the new City Administrative facility including building entrance signage, interior building directories, directional panels, departmental and service identification, space and room identification, and regulatory and etiquette signage in a manner that supports the historic and architectural features of the building along with the interior aesthetic; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the City Hall Signage & Wayfinding Project in which two (2) submittals were received, evaluated and ranked by a selection committee and based upon the firm's strength of personnel, past experience, and their understanding of historical requirements and appropriateness, it was determined RLR Associates, Inc. of Indianapolis, Indiana, was the most qualified and therefore a proposal for scope of services was requested and reviewed by the selection committee and ultimately approved; and

WHEREAS, RLR Associates, Inc., will be providing professional design services for the City Hall Signage & Wayfinding Project which includes two (2) phases with an option for additional services and are summarized as follows:

Phase 1 – Discovery, Programming & Schematic Design
Phase 2 – Design Development & Documentation
Optional – Bidding & Negotiation Support

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

WHEREAS, the total cost of the professional design services, including the optional additional services, is not to exceed \$27,015.00 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately begin the design process to ensure installation of the wayfinding and exterior signage no later than December 7, 2018; and

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

Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into aa agreement with RLR Associates, Inc. of Indianapolis, Indiana, for Professional Design Services for the City Hall Signage & Wayfinding Project, substantially in the same form as attached to this Ordinance, marked Exhibit “1”, and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Twenty Seven Thousand Fifteen and 00/100 Dollars (\$27,015.00).

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: June 11, 2018

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this "Agreement"), made as of _____, 2018, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Services designated below or successor (the "City Engineer"), and RLR Associates, Inc. (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name:

City Hall Signage & Wayfinding

Director of Public Works:
Address:

Matt Lasko, Chief Development Officer
Department of Community Development
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Architect/Engineer:
Contact:
Address:

Rodney Reid
RLR Associates, Inc.
1302 North Illinois Street
Indianapolis, IN 46202

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

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

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

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

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

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

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

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of Twenty-Four Thousand Fifteen and 00/100 Dollars (\$24,015.00), and upon written authorization and approval, up to an additional Three Thousand and 00/100 Dollars (\$3,000.00) for a total not to exceed Twenty Seven Thousand Fifteen and 00/100 Dollars (\$27,015.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

5.4. Method and Terms of Payment

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

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

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

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the

Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

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

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

6.2. Indemnification

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

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

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

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

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

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

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement

for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

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

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

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

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

8.2. Remedies

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

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

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

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any

advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

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

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

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at 419-627-5713 and to the Architect/Engineer at 317-632-1302. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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

SIGNATURE PAGES TO FOLLOW

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

RLR ASSOCIATES, INC.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: City Hall Signage & Wayfinding Project
 RLR Associates, Inc., of Indianapolis, Indiana

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

Dated: _____, 2018

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Not to Exceed Amount



June 6, 2018

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Mr. Matt Lasko
Chief Development Officer
Community Development
City of Sandusky Ohio
222 Meigs Street
Sandusky, OH 44870

RE: Sandusky, OH – City Hall Signage
RLR Project No. SDKY-001

SIGNAGE CONSULTANT PROPOSAL

This proposal is for Experiential & Environmental Graphic Design services connected with the Sandusky City Hall (SCH) Wayfinding & Signage project. RLR Associates, Inc. (RLR) will serve as the designer/consultant to the City of Sandusky, Ohio (City) for project.

SCOPE OF WORK

The work consists of the planning and design of a system of identity and wayfinding signs to inform and direct, visitors and staff through the Sandusky City Hall (SCH). RLR will work to design a comprehensive and effective signage program for the City. In essence, our work includes creating standards for signage devices that may include: building entrance identification, interior building directories, directional panels, department/service identification, space/room identity, regulatory & etiquette signs, and incidental messaging. The signage aesthetic will support and complement interior architectural features of the building.

Geographic Scope Area

It is our understanding that the geographic limits of the project are described as the 21,000 square feet of renovated space on three floors in the historic building known as the Commercial Banking & Trust Building, and the ground floor of the building immediately north known as the Kingsbury Building. These buildings are located at the corner of Columbus Avenue and East Washington Row in downtown Sandusky, Ohio.

The Scope of Work will be performed in the following phases. Each phase will proceed based on SCH input and approval.

Phase 1 – Discovery, Programming & Schematic Design

- 1.1 Conference call with SCH leadership to review objectives and define the project scope, schedule, budget, and approval process.
- 1.2 On site tour and photographic recording of current facility condition.
- 1.3 Study, understand, and incorporate applicable ADA (Americans with Disabilities Act) requirements, as well as local sign ordinances applicable to the project.
- 1.3 Review architectural design documents to determine proposed site features, routes of circulation, and user decision nodes to determine a wayfinding strategy.
- 1.4 Prepare document showing sign type locations and estimated quantities.
- 1.5 Create a list of terminology, nomenclature, and abbreviations for use on signage, per SCH.
- 1.6 Develop schematic design sketches showing: general size hierarchies, colors, type font, materials, and graphic images. Present color drawings of selected signage items in the program for approval.



Deliverables: *Discovery/Programming Report* – Conduct a team work session to discuss findings and submit a report with brief narrative text.
Schematic Design Document – A collection of idea sketches showing sign alternatives, message framework, and location plan. Provide color PowerPoint presentation.

Meetings: *Discovery & Programming Meeting* with SCH Leadership (1).
Schematic Design Presentation (1). *Total: 2 Meetings*

Phase 2 - Design Development & Documentation

- 2.1 Based upon approval of the *Schematic Design*, create a definitive graphic vocabulary for all signage—includes typography, pictograms, and color palette.
- 2.2 Prepare a set of drawings and illustrations that articulate one selected sign design concept with size, shape, size, and method of attachment.
- 2.3 Write sign copy/text and prepare message schedule for review and approval by SCH.
- 2.4 Discuss design concepts and develop a cost opinion for the construction and installation of signs.
- 2.5 Develop location plans and sign type index for all sign elements using AutoCAD base plans provided by SCH.
- 2.6 Review and coordinate structural and electrical engineering data.
- 2.7 Prepare final *Design Intent Documents* showing elevations and details for each sign types. Specify typographic formats, finishes, and materials.

Deliverables: *Sign Quantification & Cost Opinion* – A spreadsheet with cost broken down by sign type. (8 1/2" x 11" Excel format)
Design Intent Documents – Prepare design documents including sign elevations and details (11" x 17" format), location plans (11" x 17" format) utilizing Architects CAD backgrounds), message schedule and sign specifications (8 1/2" x 11" format).

PROJECT SCHEDULE

RLR understands that the goal is to be complete with fabrication and installation of signage by October 2018. RLR anticipates 8-10 weeks for design. A detailed project schedule for will be developed in conjunction with the City at the project discovery and programming meeting.

COMPENSATION

RLR proposes the following design fee plus reimbursable expenses for the above Scope of Work:

Phase 1 - Discovery, Programming & Schematic Design	\$10,675.00
Phase 2 - Design Development & Documentation	\$12,000.00
Wayfinding & Signage Design Fee	\$22,675.00

Expenses attributable to the execution of services are invoiced at 1.10 times our direct cost. Below are estimates based on our current understanding of the project.

A. Reproductions and copying (lasers, inkjet and blacklines)	\$500.00
B. Express mailing, postage, and courier services	\$100.00
C. Font libraries and propriety software license	\$400.00
D. Travel to Sandusky OH - 3 round trips (3 x 280 x \$0.40/mile)	\$340.00
Reimbursable Expense Estimate	\$1,340.00

Total Design Fees & Expenses **\$24,015.00**

ADDITIONAL SERVICES**Bidding & Negotiation Support**

The signage design project for SCH may require support from RLR after the design documents are submitted and during the bid/negotiation phase. We proposed that the following tasks be considered as additional services.

- 3.1 Assist in evaluating sign bids and conducting value engineering sessions.
- 3.2 Conduct a pre-bid meeting (in person or via phone) with prospective sign contractors.
- 3.3 Respond to bidder's questions and provide any necessary addenda items.

The City may engage RLR on an hourly basis (per the rate schedule below) for these tasks. It is estimated that these services may incur cost up to \$3,000. Any additional service will only commence upon prior authorization and approval.

Hourly Rates*

Listed below are our current hourly rates by personnel.

Principal	\$150.00	Designer	\$75.00
Project Manager	\$120.00	Content Editor	\$60.00
Lead Designer	\$90.00	Administrator	\$45.00

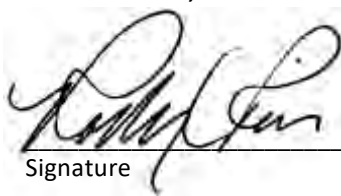
*Rates are as of January 2018

TERMS

Invoices will be sent based on services completed and are due upon receipt. Unpaid invoice balances at 30 days will bear interest of 2% per month accrued.

ACCEPTANCE

Authorized for
RLR Associates, Inc.:



6/6/2018

Signature

Date

Rodney Reid

President

Name (Printed)

Title

Authorized for
City of Sandusky, Ohio:

Signature

Date

Name (Printed)

Title



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: June 1, 2018

Subject: **Commission Agenda Item – Award 2018 Sidewalk Repair & Replacement Project to Precision Paving Inc.**

ITEM FOR CONSIDERATION: Legislation awarding a contractor to Precision Paving Inc. of Milan, Ohio for the 2018 Sidewalk Repair & Replacement project.

BACKGROUND INFORMATION: The 2018 Sidewalk Repair & Replacement Project will consist of over 11,618 square feet of sidewalk and 76 linear feet of curb. This includes several residential locations, as well as improvements to Central Park as part of the overall park improvements, a curb ramp at the Amtrak and Sandusky Transit station, Meigs St. Pier and the sidewalk in the block of Harborview Senior Living on Franklin St.

The following bids were received on June 1, 2018:

Precision Paving Inc.	\$145,986.70	Base Bid
Milan, Ohio	\$5,000.00	Contingency
100% Bond	\$150,986.70	Total Bid
D.L Smith	\$150,703.00	Base Bid
Norwalk, Ohio	\$5,000.00	Contingency
100% Bond	\$155,703.00	Total Bid

The engineer's estimate for the base bid, including the \$5,000 contingency is \$158,684.50.

The schedule requires completion within 90 days of the Notice to Proceed, which would be in September of 2018.

BUDGETARY INFORMATION: The estimated cost of the project based on bids, including legal advertisement and recording fee, is \$151,175.30 and will be paid with \$49,036.00 Capital Parks & Recreation Funds, \$15,000.00 Sandusky Neighborhood Initiative Funds, \$87,139.30 Capital Projects Funds made available through Issue 8.

ACTION REQUESTED: It is recommended that proper legislation be prepared to award a contract to Precision Paving Inc. of Milan, Ohio for the 2018 Sidewalk Repair & Replacement Project in an amount

not to exceed \$150,986.70 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to begin removing and preparing for sidewalk replacement as soon as possible as concrete work cannot be completed during inclement weather.

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 ENTER INTO A CONTRACT WITH PRECISION PAVING INC., OF MILAN, OHIO, FOR THE 2018 SIDEWALK REPAIR & REPLACEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed 2018 Sidewalk Repair & Replacement Project by Resolution No. 021-18R, passed on May 14, 2018; and

WHEREAS, the 2018 Sidewalk Repair & Replacement Project consists of over 11,618 square feet of sidewalk repairs and 76 linear feet of curb repairs and includes sidewalk repairs at residential locations as well as improvements to Central Park, as part of the overall park improvements, curb ramps at the Amtrak Station, Meigs Street Pier, and the sidewalk in the block of Harborview Senior Living on Franklin Street; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Precision Paving Inc., of Milan, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total estimated cost of this project based on bids, including advertising, recording fee, and a \$5,000.00 contingency, is \$151,175.30 and will be paid with Issue 8 funds from the Capital Projects Fund in the amount of \$87,139.30, Neighborhood Initiative Funds in the amount of \$15,000.00, and Capital Parks & Recreation Funds in the amount of \$49,036.00; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the contractor to begin removing and preparing for sidewalk replacement as soon as possible as concrete work cannot be completed during inclement weather; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Precision Paving Inc., of Milan,, Ohio, for the revised 2018 Sidewalk Repair & Replacement Project in an amount **not to exceed** One Hundred Fifty Thousand Nine Hundred Eighty Six and 70/100 Dollars (\$150,986.70) consistent

with the bid submitted by Precision Paving Inc., of Milan, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: June 11, 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 M. Klein, P.E.
Date: June 1, 2018
Subject: **Commission Agenda Item – Wayfinding & Signage project, Change Order #1**

ITEM FOR CONSIDERATION: Legislation approving Change Order #1 for the Wayfinding & Signage project for Ellet Neon Sales and Service, Inc.

BACKGROUND INFORMATION: In July of 2016, the City entered into an agreement with Ellet Neon Signs and Service for fabrication and installation of signs for the Wayfinding and Signage project. Over 100 signs were installed city-wide that allow tourists and residents to more easily navigate to and from various destinations throughout the city.

Attached is the final change order documentation for this project as recommended for approval by the Project Manager, KE McCartney, and agreed to by Ellet. City staff concurs with this recommendation for approval. All information contained herein has been reviewed by the Ohio Department of Transportation (ODOT). These changes do not address the contract with KE McCartney, who performed construction administration activities for the project.

Change Order #2 and Final is forthcoming, but will only include a time extension that is awaiting ODOT approval.

BUDGETARY INFORMATION: The original contract with Ellet Neon Sales and Service, Inc., is for \$360,399.00. Change Order #1 decreases the contract by \$10,847.86 to a total of \$349,551.14. It should be noted that the cost of the change order is a decrease of 3.0% from the original bid. The project will be paid accordingly.

Complete Project Cost Breakdown

	<u>Total</u>
Federal Highway/ODOT (via MPO)	\$165,000.00
Private: Lake Erie Shores & Islands	\$150,000.00
City of Sandusky	\$ 73,634.54
Private: Firelands Regional Medical Center	\$ 50,000.00
Private: Cedar Fair	\$ 37,500.00
Total	\$476,134.54

ACTION REQUESTED: It is recommended that an Ordinance be passed approving Change Order #1 for a savings of \$10,847.86 for Ellet Neon Signs and Service, Inc., out of Akron, Ohio and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to close out the completed project through ODOT's system.

I concur with this recommendation:

Eric Wobser, City Manager

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

CHANGE ORDER

PROJECT

City of Sandusky - Wayginding & Signage Project
 PID No. 100018
 City of Sandusky

C.O. #

1

DATE

March 21, 2018

CONTRACTOR

Ellet Neon Sales & Service
 3041 E. Waterloo Road
 Akron, Ohio 44312

OWNER

City of Sandusky
 222 Meigs Street
 Sandusky, Ohio 44870

CHANGE ORDER DETAIL

Ref. #	Description	Part Code	Quantity	Unit	Unit Price	Amount
	See Attached Sheet for C.O. Quantities					
	Total Participation Code 02 - Local Funds					\$ (10,847.86)
					Total	\$ (10,847.86)

Funding \ Participation Codes:

01

100% Project Funds

02

100% Local Funds

EXPLANATION OF NECESSITY

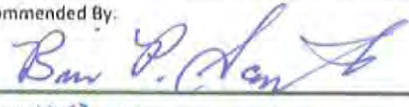

See Attached Sheet for Explanation by Reference Number

CHANGE TO CONTRACT PRICE

Original Contract Price	\$	360,399.00
Current Contract Price - Adjusted by Previous Change Order(s)	\$	360,399.00
Increase \ Decrease Due to this Change Order	\$	(10,847.86)
New Contract Price - Including This Change Order	\$	349,551.14

CHANGE TO CONTRACT TIME

Original Contract Completion Date	November 17, 2017
Contract Time (Days) Due to this Change Order	0 Days
Current Contract Completion Date	November 17, 2017

Recommended \ Approved By:	Signature	Date
ENGINEER \ CONST. MGR. K.E. McCartney & Associates Brian Sarratore, Proj. Mgr.	Recommended By: 	5-18-2018
CONTRACTOR Ellet Neon Sales & Service Albert Haddad	Approved By: 	5-18-2018
OWNER City of Sandusky Aaron M. Klein, P.E.	Approved By:	

CHANGE ORDER DETAIL

PROJECT

City of Sandusky - Wayginding & Signage Project
PID No. 100018
City of Sandusky

C.O.

1

DATE

March 21, 2018

CONTRACTOR

Ellet Neon Sales & Service
3041 E. Waterloo Road
Akron, Ohio 44312

OWNER

City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Ref. #	Description	Part. Code	Quantity	Unit	Unit Price	Amount
4	B - City Gateway	02	(1.00)	EA	\$ 12,500.00	\$ (12,500.00)
6	D - Vehicular Directional - Small	02	(2.00)	EA	\$ 2,434.00	\$ (4,868.00)
9	G - Downtown Directional	02	(2.00)	EA	\$ 3,514.00	\$ (7,028.00)
AA3	D - Add Decorative Back Panel	02	(2.00)	EA	\$ 655.00	\$ (1,310.00)
6-A	Adjustment - Shop Cost Tied up in Sign	02	2.00	EA	\$ 121.70	\$ 243.40
6-B	Adjustment - Anchor Bolt Cost	02	2.00	EA	\$ 222.30	\$ 444.60
9-A	Adjustment - Shop Cost Tied up in Sign	02	2.00	EA	\$ 175.70	\$ 351.40
AA3-A	Adjustment - Shop Cost Tied up in Sign	02	2.00	EA	\$ 32.75	\$ 65.50
12	EW-1 Rock Excavation September	02	1.00	LS	\$ 3,291.73	\$ 3,291.73
13	EW-2 Concrete Core Drilling	02	1.00	LS	\$ 1,583.81	\$ 1,583.81
14	EW-3 Rock Excavation/Install Conduits	02	1.00	LS	\$ 1,633.03	\$ 1,633.03
15	EW-4 Foundation Excavation - Obstacles	02	1.00	LS	\$ 6,994.67	\$ 6,994.67
16	EW-5 Add Message to Sign G-DT-005	02	1.00	LS	\$ 250.00	\$ 250.00
						\$ -
						\$ -
						\$ -
						\$ -
Totals						\$ (10,847.86)

Funding \ Participation Codes: 01 50% Federal Funds/50% Local Funds
02 100% Local Funds

PROJECT

City of Sandusky - Wayfinding & Signage Project
PID No. 100018
City of Sandusky

C.O. #

1

DATE

March 21, 2018

CONTRACTOR

Ellet Neon Sales & Service
3041 E. Waterloo Road
Akron, Ohio 44312

OWNER

City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

EXPLANATION OF NECESSITY**Ref. # : 4, 6, 9, AA3, 6-A, 6-B, 9A**

The owner non-performed a portion of the signs for references 4, 6, 9 & AA3. The prime contractor for this project also performed the manufacturing of each sign. The adjustments made on this change order is for each of the reference numbers is to compensate the contractor for the portion of the work performed in the shop.

Ref. # 12 - Extra Work 1

The contractor ran into rock while excavating for the foundations of signs G-DT-015, G-DT-013, G-DT-021 and G-DT-017. While excavating for sign G-DT-023 the contractor uncovered an unmarked utility duct bank. We had the contractor explore the area further to the west of this location. The contractor again uncovered concrete. We moved to the north, and the contractor uncovered an unmarked PVC conduit. This change order is to compensate the contractor for the actual cost of force account work for rock excavation and for exploration of unmarked underground utilities. The project force account records match the cost analysis that was submitted by the contractor for this additional work. The cost analysis was reviewed for conformance with the specifications and the costs associated with the labor, equipment and material were acceptable.

Ref. # 13 - Extra Work 2

The City located the following signs G-DT-20, G-DT-19, G-DT-22, I-DT-19.1 and I-DT-20.1, to be installed within concrete walk, brick and/or concrete curb. All of these areas needed to be cored utilizing a 24" concrete diamond core bit. This change order is to compensate the contractor for the actual cost of force account work to core a 24" diameter hole through concrete and/or brick to install foundations for the above mentioned signs. The project force account records match the cost analysis that was submitted by the contractor for this additional work. The cost analysis was reviewed for conformance with the specifications and the costs associated with the labor, equipment and material were acceptable.

PROJECT

City of Sandusky - Wayfinding & Signage Project
PID No. 100018
City of Sandusky

C.O. #

1

DATE

March 21, 2018

CONTRACTOR

Ellet Neon Sales & Service
3041 E. Waterloo Road
Akron, Ohio 44312

OWNER

City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

EXPLANATION OF NECESSITY**Ref. # 14 - Extra Work 3**

While excavating sign foundations the contractor encountered rock at the locations for signs H-110 and G-DT-16. At the location for sign foundation G-DT-19 the contractor encountered the backfill under the walk to be made up of #1 & #2 limestone. The depth of the stone below the walk was unknown. The contractor began to auger through the stone but began to have problems with the sides collapsing due to the depth of the stone. The contractor tried to install sonotube while augering to keep the sides from caving in. This worked for a while, but the sonotube was not rigid enough to shove through the rock for the depth required. The contractor had to stop the operation and wait to hear from the City on what to do with this location. Backfill and move it, or keep excavation open and come back with different equipment to finish the excavation. At sign I-DT-19.1 while previously coring through the concrete, the contractor had cut through two unmarked 4" conduits that needed to be replaced and re-routed around the hole for the foundation. This change order is to compensate the contractor for the actual cost of force account work to jack hammer through rock for sign foundations H-110 & G-DT-16, to excavate through the #1 & #2 limestone while trying to keep the sides of the excavation shored up for the foundation at sign G-DT-19 and to install two 4" conduits at sign I-DT-19.1. The project force account records match the cost analysis that was submitted by the contractor for this additional work. The cost analysis was reviewed for conformance with the specifications and the costs associated with the labor, equipment and material were acceptable.

Ref. # 15 - Extra Work 4

The City of Sandusky non-performed sign B-CW-13 after the foundation was already excavated and poured. The sign foundations for I-DT-19.1, G-DT-19, G-DT-20 and G-DT-22 all had obstructions/obstacles to work around. The excavation for these foundations was changed from the plan dimensions and made larger due to these obstructions and/or the make-up existing backfill materials. I-DT-19.1 and G-DT-19 had existing aggregate/rock backfill material below the walk. The excavations required shoring to keep material from caving in the hole and undermining the surrounding sidewalk. In order to install the foundation for sign G-DT-20, the contractor had to remove a portion of an old existing basement wall no longer in use that was below the brick walk. There was an existing railroad tie approximately 3' down in the excavation for sign foundation G-DT-22 that needed to be removed. This change order is to compensate the contractor for the actual cost of force account to perform the above work that was outside the original scope of the plan. The project force account records match the cost analysis that was submitted by the contractor for this additional work. The cost analysis was reviewed for conformance with the specifications and the costs associated with the labor, equipment and material were acceptable.

PROJECT

City of Sandusky - Wayginding & Signage Project
PID No. 100018
City of Sandusky

C.O. #

1

DATE

March 21, 2018

CONTRACTOR

Ellet Neon Sales & Service
3041 E. Waterloo Road
Akron, Ohio 44312

OWNER

City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

EXPLANATION OF NECESSITY**Ref. # 16 - Extra Work 5**

The City of Sandusky requested the contractor to add an additional message to sign G-DT-005 - "Cedar Point" with a "Right Arrow". The contractor submitted a quote of \$250.00 to perform the work. The contractor was asked to submit a cost analysis for this work. The cost analysis was submitted and reviewed for conformance with the specifications and the costs associated with the labor, equipment and material were found to be acceptable.

CHANGE ORDER

PROJECT

City of Sandusky - Wayfinding & Signage Project

PID No. 100018

City of Sandusky

C.O. # 1

DATE March 21, 2018

CONTRACTOR

Ellet Neon Sales & Service

3041 E. Waterloo Road

Akron, Ohio 44312

OWNER

City of Sandusky

222 Meigs Street

Sandusky, Ohio 44870

CHANGE ORDER DETAIL						
Ref. #	Description	Part Code	Quantity	Unit	Unit Price	Amount
	See Attached Sheet for C.O. Quantities					
	Total Participation Code 02 - Local Funds					\$ (10,847.86)
					Total	\$ (10,847.86)

Funding \ Participation Codes:	01	100% Project Funds
	02	100% Local Funds

EXPLANATION OF NECESSITY

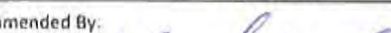

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Current Contract Completion Date	November 17, 2017

Recommended \ Approved By:	Signature	Date
ENGINEER \ CONST. MGR. K.E. McCartney & Associates Brian Sarratore, Proj. Mgr.	Recommended By: 	5-18-2018
CONTRACTOR Ellet Neon Sales & Service Albert Haddad	Approved By: 	5-18-2018
OWNER City of Sandusky Aaron M. Klein, P.E.	Approved By:	

CHANGE ORDER DETAIL

PROJECT

City of Sandusky - Wayginding & Signage Project
PID No. 100018
City of Sandusky

C.O.

1

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March 21, 2018

CONTRACTOR

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3041 E. Waterloo Road
Akron, Ohio 44312

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						\$ -
						\$ -
						\$ -
						\$ -
Totals						\$ (10,847.86)

Funding \ Participation Codes: 01 50% Federal Funds/50% Local Funds
02 100% Local Funds

PROJECT

City of Sandusky - Wayfinding & Signage Project
PID No. 100018
City of Sandusky

C.O. #

1

DATE

March 21, 2018

CONTRACTOR

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The City located the following signs G-DT-20, G-DT-19, G-DT-22, I-DT-19.1 and I-DT-20.1, to be installed within concrete walk, brick and/or concrete curb. All of these areas needed to be cored utilizing a 24" concrete diamond core bit. This change order is to compensate the contractor for the actual cost of force account work to core a 24" diameter hole through concrete and/or brick to install foundations for the above mentioned signs. The project force account records match the cost analysis that was submitted by the contractor for this additional work. The cost analysis was reviewed for conformance with the specifications and the costs associated with the labor, equipment and material were acceptable.

PROJECT

City of Sandusky - Wayfinding & Signage Project
PID No. 100018
City of Sandusky

C.O. #

1

DATE

March 21, 2018

CONTRACTOR

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3041 E. Waterloo Road
Akron, Ohio 44312

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EXPLANATION OF NECESSITY**Ref. # 14 - Extra Work 3**

While excavating sign foundations the contractor encountered rock at the locations for signs H-110 and G-DT-16. At the location for sign foundation G-DT-19 the contractor encountered the backfill under the walk to be made up of #1 & #2 limestone. The depth of the stone below the walk was unknown. The contractor began to auger through the stone but began to have problems with the sides collapsing due to the depth of the stone. The contractor tried to install sonotube while augering to keep the sides from caving in. This worked for a while, but the sonotube was not rigid enough to shove through the rock for the depth required. The contractor had to stop the operation and wait to hear from the City on what to do with this location. Backfill and move it, or keep excavation open and come back with different equipment to finish the excavation. At sign I-DT-19.1 while previously coring through the concrete, the contractor had cut through two unmarked 4" conduits that needed to be replaced and re-routed around the hole for the foundation. This change order is to compensate the contractor for the actual cost of force account work to jack hammer through rock for sign foundations H-110 & G-DT-16, to excavate through the #1 & #2 limestone while trying to keep the sides of the excavation shored up for the foundation at sign G-DT-19 and to install two 4" conduits at sign I-DT-19.1. The project force account records match the cost analysis that was submitted by the contractor for this additional work. The cost analysis was reviewed for conformance with the specifications and the costs associated with the labor, equipment and material were acceptable.

Ref. # 15 - Extra Work 4

The City of Sandusky non-performed sign B-CW-13 after the foundation was already excavated and poured. The sign foundations for I-DT-19.1, G-DT-19, G-DT-20 and G-DT-22 all had obstructions/obstacles to work around. The excavation for these foundations was changed from the plan dimensions and made larger due to these obstructions and/or the make-up existing backfill materials. I-DT-19.1 and G-DT-19 had existing aggregate/rock backfill material below the walk. The excavations required shoring to keep material from caving in the hole and undermining the surrounding sidewalk. In order to install the foundation for sign G-DT-20, the contractor had to remove a portion of an old existing basement wall no longer in use that was below the brick walk. There was an existing railroad tie approximately 3' down in the excavation for sign foundation G-DT-22 that needed to be removed. This change order is to compensate the contractor for the actual cost of force account to perform the above work that was outside the original scope of the plan. The project force account records match the cost analysis that was submitted by the contractor for this additional work. The cost analysis was reviewed for conformance with the specifications and the costs associated with the labor, equipment and material were acceptable.

PROJECT

City of Sandusky - Wayginding & Signage Project
PID No. 100018
City of Sandusky

C.O. #

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DATE

March 21, 2018

CONTRACTOR

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Sandusky, Ohio 44870

EXPLANATION OF NECESSITY**Ref. # 16 - Extra Work 5**

The City of Sandusky requested the contractor to add an additional message to sign G-DT-005 - "Cedar Point" with a "Right Arrow". The contractor submitted a quote of \$250.00 to perform the work. The contractor was asked to submit a cost analysis for this work. The cost analysis was submitted and reviewed for conformance with the specifications and the costs associated with the labor, equipment and material were found to be acceptable.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK PERFORMED BY ELLET NEON SALES AND SERVICE, INC., OF AKRON, OHIO, FOR THE WAYFINDING & SIGNAGE PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wayfinding & Signage Project, which was communicated as a priority by businesses and residents during the Bicentennial Vision process, involves appropriate signage to allow tourists to more easily navigate to and from locations such as parks, museums, marinas, the boat launch, ferries, downtown, Cedar Point, Sports Force, Toft’s Dairy, and Firelands Regional Medical Center; and

WHEREAS, the City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Studio Graphique of Cleveland, Ohio, for the Wayfinding & Signage Project by Ordinance No. 15-136, passed on September 28, 2015, for services to analyze, strategize, plan and develop a city-wide Wayfinding & Signage Program; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Wayfinding & Signage Project by Resolution No. 011-17R, passed on February 13 2017; and

WHEREAS, this City Commission approved the awarding of the contract to Ellet Neon Sales and Service, Inc., of Akron, Ohio, for work performed for the Wayfinding & Signage Project by Ordinance No. 17-138, passed on July 10, 2017; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Services K.E. McCartney & Associates, Inc., of Elyria, Ohio, for project coordination, construction administration and inspection services for the Wayfinding & Signage Project by Ordinance No. 17-139, passed on July 10, 2017; and

WHEREAS, this First Change Order provides for thirteen (13) item changes as recommended for approval by the Project Manager, KE McCartney & Associates, Inc., with Staff concurring with the recommendation, and the items are listed as follows:

1.	City Gateway	DEDUCT	(\$12,500.00)
2.	Vehicular Directional – Small	DEDUCT	(\$4,868.00)
3.	Downtown Directional	DEDUCT	(\$7,028.00)
4.	Decorative Black Panel	DEDUCT	(\$1,310.00)
5.	Shop Cost Tied up in Sign	ADD	\$243.40
6.	Anchor Bolt Cost	ADD	\$444.60
7.	Shop Cost Tied up in Sign	ADD	\$351.40

8. Shop Cost Tied up in Sign	ADD	\$65.50
9. Rock Excavation September	ADD	\$3,291.73
10. Concrete Core Drilling	ADD	\$1,583.81
11. Rock Excavation / Install Conduits	ADD	\$1,633.03
12. Foundation Excavation – Obstacles	ADD	\$6,994.67
13. Add Message to Sign	ADD	\$250.00
	TOTAL	<hr/> (\$10,847.86)

WHEREAS, a Second and Final Change Order for a time extension will be forthcoming once approved by the Ohio Department of Transportation; and

WHEREAS, the original contract with Ellet Neon Sales and Service, Inc. was \$360,399.00 and with the **deduction** of this First Change Order in the amount of \$10,847.86, the final contract cost is \$349,551.14; and

WHEREAS, the final total cost is \$476,134.54 of which \$165,000.00 will be paid with Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT) and the Erie County Metropolitan Planning Organization (MPO), \$150,000.00 will be paid with Capital Improvement Grant funds from the Lake Erie Shores & Islands, \$50,000.00 will be paid with private funds from Firelands Regional Medical Center, \$37,500.00 will be paid with private funds from Cedar Fair, and the remaining balance of \$73,634.54 will be paid with Issue 8 funds from the Capital Projects 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 close out the completed project through the Ohio Department of Transportation’s system; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order for work performed for the Wayfinding & Signage Project and to **deduct** from the contract amount the sum of Ten Thousand Eight Hundred

Forty Seven and 86/100 Dollars (\$10,847.86) resulting in the final contract cost of Three Hundred Forty Nine Thousand Five Hundred Fifty One and 14/100 Dollars (\$349,551.14) with Ellet Neon Sales and Service, Inc. of Akron, Ohio.

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

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

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

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

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

Passed: June 11, 2018