



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
FEBRUARY 25, 2019 at 5 p.m.
CITY HALL, 222 MEIGS STREET**

INVOCATION	N. Twine
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Waddington, N. Twine, G. Lockhart, D. Murray, N. Lloyd, W. Poole & D. Brady
APPROVAL OF MINUTES	February 11, 2019
AUDIENCE PARTICIPATION	
PUBLIC HEARING	Thomas Horsman, Assistant Planner Proposed Amendments to Chapter 1161, Landmark Preservation
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by John Orzech, Police Chief

DISPOSAL OF VEHICLES

Budgetary Information: There is no budgetary impact stemming from this disposal. The proceeds from the sales will be placed in the Police Department's forfeiture fund.

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

B. Submitted by Ariella Blanca, Community Development Manager

PARTNERSHIP AGREEMENT WITH ERIE COUNTY, CITY OF HURON AND CITY OF VERMILION FOR 2019 CHIP FUNDING FROM THE OHIO DEVELOPMENT SERVICES AGENCY

Budgetary Information: There is no impact on the city's general fund. All projects in the program will be paid for through CHIP grant funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a partnership agreement between the City of Sandusky, the Board of Erie County Commissioners, the City of Huron and the City of Vermilion relating to the Community Housing Impact and Preservation program; approving the submission of a grant application by the Board of Erie County Commissioners on behalf of the City of Sandusky, Erie County, the City of Huron and the City of Vermilion for financial assistance from the PY2019 Community Housing Impact and Preservation program through the Ohio Development Service Agency's Office of Community Development; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH SANDUSKY TRAVELERS BASEBALL ACADEMY FOR RATHER FIELD

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the league.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Sandusky Travelers Baseball Academy for priority use of Rather Field located at Jaycee Park South for their baseball program beginning April 1, 2019, through October 31, 2019, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH SANDUSKY MEN'S SOFTBALL LEAGUE FOR KIWANIS PARK

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the league.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with the Sandusky Men's Softball League for priority use of the Kiwanis Park ballfield located at 2227 First Street, Sandusky, for their softball program beginning April 4, 2019 through October 31, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH SANDUSKY AMVETS BASEBALL LEAGUE FOR ERIE BLACKTOP FIELD AND CONCESSION STAND

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the league.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Sandusky Amvets Baseball League for priority use of Erie Blacktop Field and the concession stand located at Amvets Park and Fields #1, #2 and #3 and the concession stand and storage shed located at Sprau Park for the Sandusky Amvets Baseball League program beginning April 1, 2019, through August 15, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH SANDUSKY CENTRAL CATHOLIC SCHOOLS FOR DORN COMMUNITY PARK

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the league.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Sandusky Central Catholic School for priority use of Field #5 and Field #9 located at Dorn Community Park for the Sandusky Central Catholic High School baseball and softball programs beginning March 1, 2019, through May 31, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH SANDUSKY CITY SCHOOLS FOR DORN COMMUNITY PARK

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the league.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Sandusky City Schools for priority use of Field #6 located at Dorn Community Park for the Sandusky High School Girls Varsity and Junior Varsity Softball programs beginning March 1, 2019 through May 31, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

FIRST READING

Item #1 - Submitted by Tom Horsman, Assistant Planner

AMENDMENT TO CHAPTER 1161 – LANDMARK PRESERVATION

Budgetary Information: The Comprehensive Plan calls for preserving Sandusky’s historic buildings and neighborhoods as they are an important asset in revitalizing the city.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part Eleven (Planning and Zoning Code), Title Five (Additional Zoning Requirements), Chapter 1161 (Landmark Preservation) of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow.

ITEM #2 – Submitted by Matt Lasko, Chief Development Officer

ENTERPRISE ZONE TAX ABATEMENT AGREEMENT WITH COOKE BUILDING, LLC FOR COOKE PROPERTIES

Budgetary Information: The project will have an ongoing positive impact on the general fund as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain construction jobs in the local economy and will create a minimum of eight permanent full- and part-time employment positions that will be subject to city income tax. Additionally, the new real estate tax revenues in years 1 – 30 will be paid into the Central Public Improvement Tax Increment Equivalent fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an enterprise zone agreement with Cooke Building, LLC; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 - Submitted by Matt Lasko, Chief Development Officer

ENTERPRISE ZONE TAX ABATEMENT AGREEMENT WITH HUNTLEY BUILDING, LLC

Budgetary Information: The project will have an ongoing positive impact on the general fund as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain construction jobs in the local economy and will create a minimum of ten permanent full- and part-time employment positions that will be subject to city income tax. Additionally, the new real estate tax revenues in years 1 – 30 will be paid into the Central Public Improvement Tax Increment Equivalent fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an enterprise zone agreement with Huntley Building, LLC; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Matt Lasko, Chief Development Officer

GRANT AGREEMENT WITH COOKE BUILDING, LLC AND HUNTLEY BUILDING, LLC

Budgetary Information: The city will be responsible for providing \$500,000 in grant funds paid initially from the capital project fund. The city intends to finance this amount through issuance of urban renewal revenue notes or bonds. These notes or bonds will use proceeds from the Chesapeake tax increment fund to pay for the debt service.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$500,000 through the substantial development grant program to Cooke Building, LLC and Huntley Building, LLC, in relation to the properties located at 154 – 162 Columbus Avenue, 119 East Market Street and 133 East Market Street and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

PERMISSION TO BID DEMOLITION OF SEVEN (7) PROPERTIES

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost for six of the demolitions will be paid with FY 2018 Community Development Block Grant funds, 707 Warren Street will be demolished using the real estate fund. A tax lien will be placed upon the properties for the cost of asbestos abatement and demolition.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed CDBG FY 2018 demolition project #1; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 – Submitted by Aaron Klein, Director of Public Works

EMERGENCY WORK ON HYPOCHLORITE TANK AT BIG ISLAND WATER WORKS

Budgetary Information: The cost for door installation, including wall reconstruction and utility relocation was \$49,639. The cost of two NSF fiberglass replacement tanks was \$65,740 and the cost for the services associated with removal of the old tanks and placement of the new tanks is \$11,940. The total cost of the emergency work is \$127,319 and will be paid from the water fund. The original estimate provided to the City Commission on September 10, 2018 was \$100,000 and prior to including the second replacement tank.

- A. ORDINANCE NO. _____:** It is requested an ordinance be passed approving the emergency work at the chemical building at the Big Island Water Works plant; ratifying the emergency services performed and authorizing further services to be performed by Adena Corporation of Mansfield, Ohio, relating to the sodium hypochlorite tanks in the amount of \$61,579; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
- B. ORDINANCE NO. _____:** It is requested an ordinance be passed ratifying the emergency purchase of two fiberglass bulk tanks for the chemical building at the Big Island Water Works plant and authorizing and directing the City Manager and/or Finance Director to expend funds to Harrington Industrial Plastics, LLC, of Chino, California, in the amount of \$65,740; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 – Submitted by Todd Gibson, Facilities & Properties Supervisor

AGREEMENT WITH REPUBLIC SERVICES FOR REFUSE/RECYCLING AT CITY PROPERTIES

Budgetary Information: The cost of refuse and recycling pickup and disposal is paid through the general fund, recreation fund and water fund based on the usage (number of pickups per week and the container size). It is recommended the city enter into a two year contract for a total amount not to exceed \$121,291.01.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Republic Services of Sandusky, Ohio, for refuse/recycling collection on city property for the period of March 1, 2019, through February 28, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

ITEM TABLED: Authorization to bid 2018 Cedar Point Chaussee Water Tower

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

Monday, February 25 at 8:30 p.m.

Tuesday, February 26 at 5 p.m.

Monday, March 4 at 8:30 p.m.

Online:

www.YouTube.com and search for “City of Sandusky Commission”



City Commission

City of Sandusky, Ohio 44870

City Building

CITY OF SANDUSKY CITY COMMISSION NOTICE OF PUBLIC HEARING

The City of Sandusky Ohio City Commission will conduct a "Public Hearing" during the course of their meeting on February 25th, 2019 at 5:00 p.m. in the 1st floor conference room, City Building, 222 Meigs Street, Sandusky, Ohio to consider the following:

1. An application for zoning amendments to the City of Sandusky Planning & Zoning Code Chapter 1161- Landmark Preservation.

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

Thomas Horsman
Sandusky City Commission

December 27th, 2018



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: John Orzech, Chief of Police
Date: February 12, 2019
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize legislation to dispose of unneeded vehicles through internet auction, pursuant to Section 25 of the City Charter.

BACKGROUND INFORMATION: The items below have been determined by the Police Department and Fleet Maintenance Chief Foreman Troy Vaccaro to be of no use to the City and recommends the vehicles be declared obsolete, unnecessary and unfit for City use:

2010 Chevrolet Camaro (VIN: 2G1FC1EV9A9204498 / 99663 Miles) This car is a seized vehicle with a salvage title that was forfeited at the conclusion of the criminal case and it is no longer necessary to hold the vehicle.

1996 GMC Sonoma (VIN: 1GTCS144XTK512870 / 100,515 miles) This truck is a seized vehicle that was forfeited at the conclusion of the criminal case. The truck was utilized by the city but is now in poor condition and it is no longer necessary to hold the vehicle.

BUDGETARY INFORMATION: There is NO budgetary impact stemming from this disposal. The proceeds from the sales will be placed in the Police Department's Forfeiture Fund.

ACTION REQUESTED: It is requested the attached legislation be approved authorizing the disposal of the vehicles listed above. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow the vehicles to be placed on the internet for auction at the earliest opportunity and to continue with good housekeeping practices.

Approved:

John Orzech,
Chief of Police

Eric Wobser,
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF VEHICLES AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the following vehicles have been determined by the Police Chief and Fleet Maintenance Chief Foreman to be beyond their useful life and of no use to the City and are recommending the vehicles be declared obsolete, unnecessary and unfit for City use and it is requested these vehicles be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities:

<u>Year / Make / Model</u>	<u>Vehicle ID Number</u>	<u>Mileage</u>
2010 Chevrolet Camaro	2G1FC1EV9A9204498	99,663
1996 GMC Sonoma	1GTCS144XTK512870	100,515

WHEREAS, these vehicles have been confiscated by the Sandusky Police Department and the related Court cases have been adjudicated and closed thereby eliminating the need to retain the vehicles as evidence; and

WHEREAS, the proceeds from the sale of these vehicles will be placed into the Police Department’s Law Enforcement Trust 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 allow the vehicles to be placed on the internet for auction at the earliest opportunity and to continue with good housekeeping practices; and

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

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

Section 1. This City Commission finds and determines that the vehicles described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager

is authorized and directed to dispose of the vehicles no longer needed for City purposes through public auction, sale process or by internet auction with the proceeds to be placed in the Police Department's Law Enforcement Trust Fund.

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: February 25, 2019



COMMUNITY DEVELOPMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5847
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: February 12, 2019

Subject: Commission Agenda Item – Community Housing Impact and Preservation (CHIP) Partnership Agreement

Item for Consideration: Legislation authorizing the City Manager to enter into a Joint Cooperation Agreement with Erie County, the City of Vermilion and the City of Huron and approving the filing of an application for financial assistance for Program Year 2019 Community Housing Impact and Preservation Program (CHIP) funding from the Ohio Development Services Agency.

Erie County will apply for and implement the program and administer any funds awarded through this application on behalf of the City of Sandusky and additional partners and that funds shall be used in all eligible areas throughout Erie County.

The Partners acknowledge that the total request for CHIP funds is based on maximum budget contributions (including partnership incentives) as follows:

- Erie County: \$ \$400,000
- The City of Sandusky: \$250,000*
- The City of Huron and: \$300,000
- The City of Vermilion: \$300,000

*The City of Sandusky is only eligible to apply for \$250,000 because the City is an entitlement community and receives Community Development Block Grant (CDBG) Funds separately. The other communities must apply for CDBG Funds separately and therefore are eligible to apply for \$300,000 of CHIP Funds. The County is eligible to apply for \$400,000.

Background Information: The Community Housing Impact and Preservation Program provides grants to eligible communities interested in undertaking housing-related activities, including necessary infrastructure improvements. The grants are awarded competitively and encourage a flexible, community-wide approach to the improvement and provision of affordable housing for low- and moderate-income persons, and help to develop local administrative capacity.

Budgetary Information: There is no impact on the City's General Fund. All projects in the program will be paid for through CHIP grant funds.

Action Requested: Legislation authorizing the City Manager to enter into a Joint Cooperation Agreement with Erie County, the City of Vermilion and the City of Huron and approving the filing of an application for financial assistance for Program Year 2019 Community Housing Impact and Preservation Program (CHIP) funding from the Ohio Development Services Agency and declaring that this legislation shall take immediate effect in accordance with Section 14 of the City Charter in order to immediately execute the Joint Cooperating Agreement and allow Erie County to make application for the 2019 CHIP Program funds on behalf of the partners by the submission deadline of May 5, 2019.

I concur with this recommendation:

Eric Wobser
City Manager

Arielle Blanca
Community Development Manager

Matt Lasko
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PARTNERSHIP AGREEMENT BETWEEN THE CITY OF SANDUSKY, THE BOARD OF ERIE COUNTY COMMISSIONERS, THE CITY OF HURON, AND THE CITY OF VERMILION RELATING TO THE COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM; APPROVING THE SUBMISSION OF A GRANT APPLICATION BY THE BOARD OF ERIE COUNTY COMMISSIONERS ON BEHALF OF THE CITY OF SANDUSKY, ERIE COUNTY, THE CITY OF HURON, AND THE CITY OF VERMILION FOR FINANCIAL ASSISTANCE FROM THE PROGRAM YEAR 2019 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM THROUGH THE OHIO DEVELOPMENT SERVICES AGENCY'S OFFICE OF COMMUNITY DEVELOPMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Community Housing Impact and Preservation (CHIP) Program provides funding to local governments to improve and provide affordable housing for low- and moderate-income citizens and provides grants to eligible communities interested in undertaking housing-related activities, including necessary infrastructure improvements and the grants are awarded competitively and encourage a flexible, community-wide approach to improving and providing affordable housing for low- and moderate-income persons, and strengthening neighborhoods through community collaboration; and

WHEREAS, the City of Sandusky is eligible to apply for funding under the Program Year 2019 Community Housing Impact and Preservation Program administered by the Ohio Development Services Agency, Office of Community Development; and

WHEREAS, Erie County, the City of Vermilion, and the City of Huron are eligible to apply for funding under the Program Year 2019 CHIP administered by the Ohio Development Services Agency, Office of Community Development; and

WHEREAS, the Ohio Development Services Agency, Office of Community Development, encourages applicants for CHIP funding to partner with other eligible parties to request funding for their CHIP programs; and

WHEREAS, this City Commission approved a Joint Cooperating Agreement with Erie County, the City of Vermilion and the City of Huron relating to the Community Housing Impact and Preservation (CHIP) Program for the 2017 Program Year by Ordinance No. 17-068, passed on March 27, 2017; and

WHEREAS, the City of Sandusky, Erie County, the City of Vermilion, and the City of Huron have agreed to partner again for purposes of obtaining 2019 CHIP funding in order to serve eligible households within the City and throughout jurisdiction of the County; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Partnership Agreement and allow Erie County to make application for the 2019 CHIP Program funds on behalf of the partners by the submission deadline of May 5, 2019; 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 Community Housing Impact and Preservation (CHIP) Partnership Agreement between the City of Sandusky, the Board of Erie County Commissioners, the City of Huron, and the City of Vermilion, relating to the Program Year 2019 Community Housing Impact and Preservation (CHIP) Program, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and 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 being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes, a copy of which shall be filed in the Office of the Planning Director.

Section 2. The City Commission understands that the Joint Cooperating Agreement shall apply only to the 2019 CHIP Program and for the duration of the Program Year 2019 CHIP Grant agreement, which is in effect for the period of September 30, 2019, through October 31, 2021.

Section 3. This City Commission hereby approves and authorizes the submission of the grant application by the Board of Erie County Commissions on behalf of Erie County, the City of Sandusky, the City of Huron, and the City of Vermilion for the Program Year 2019 Community Housing Impact and Preservation (CHIP) Program through the Ohio Development Services Agency's Office of Community Development, a copy of which shall be filed in the Office of the Chief Development Officer, and authorizes Erie County to implement the program and administer any funds awarded through the application on behalf of the City and additional partners and that funds shall be used in all eligible areas throughout Erie County.

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

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

Section 6. That for the reasons set forth in the preamble hereto, this 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: February 25, 2019

Community Housing Impact and Preservation Partnership Agreement

between

Erie County, City of Sandusky, City of Huron and City of Vermillion

WHEREAS, Erie County, City of Sandusky, City of Huron and City of Vermillion (Partners) wish to address various housing needs of low and moderate income residents of the county and cities; and

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments under its Program Year 2019 Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs; and

WHEREAS, the Partners are eligible to apply for CHIP funds from the State of Ohio;

WHEREAS, OCD encourages local CHIP eligible communities to request funds as partners in one application; and the Partners desire to file a combined application under the CHIP Program to receive financial assistance to address needs, prioritized by the local Housing Advisory Committee;

NOW, THEREFORE, the Partners hereby agree to the following terms of this Partnership Agreement (Agreement):

1. Erie County has agreed to serve as the single applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded.
2. Erie County is responsible for submitting the CHIP grant application in cooperation with the City of Sandusky, City of Huron and City of Vermillion, including procuring an administrator who shall conduct the detailed tasks of the planning process.
3. Erie County agrees to implement the PY2019 CHIP, if funded, in compliance with Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Ohio Housing Trust Fund (OHTF) requirements, the State of Ohio Consolidated Plan, the CHIP program guidelines, and this Agreement.
4. This Agreement applies to any funds awarded from the State of Ohio PY2019 CHIP program. This Agreement remains in effect until the CHIP funds are expended and the funded activities completed and closed out. The Partners cannot terminate or withdraw from this Agreement while it remains in effect.
5. The Partners acknowledge the maximum CHIP fund request is \$1,250,000, as follows:
 - Erie County: \$400,000
 - City of Sandusky: \$250,000*
 - City of Huron: \$300,000
 - City of Vermillion: \$300,000

* City of Sandusky is HOME funds only, not eligible for CDBG or OHTF funds

6. The Partners understand funding amounts can be revised based on recommendations of the Erie County Housing Advisory Committee (HAC) and partner's consensus.
7. The Partners mutually agree to comply with Office of Community Development Programs Program Policy Notices: OCD 15-01, Responsibility for Grant Administration; 15-02, Procurement of Grant Administration Services; 15-03, Finance Mechanisms; 15-04, Program Income Policy; 17-02, National Objective Guidance; 18-01, Grant Operations & Financial Management Policy; and 15-07, Resolving a Potential Conflict of Interest.
8. Partners understand the amount of funds awarded to any or all jurisdictions may be less than the request.
9. The Partners will arrive at a funding decision, prior to submission of the PY2019 CHIP application based on program income commitments or other resources leveraged.
10. The Partners approve the grantee to direct the administrator to commit activity funds, proportional to the jurisdictional totals in #6, and to adjust proportionally relative to the percentage allocated of the grant award.
11. This Agreement does not contain a veto provision or other restriction that would allow any party to obstruct the implementation of the CHIP, during the PY2019 CHIP grant period.
12. The Partners agree to provide information to the Grantee for reporting purposes.
13. All program and financial records will be retained by the Grantee after the financial closeout is complete.
14. The partners agree to adopt the Erie County CHIP Policy and Procedures Manual, as amended in 2017, and shall apply these policies to any activities conducted under the PY2019 CHIP.
15. The Partners agree any mortgages expected to generate program income will be prepared by each jurisdiction as follows: The lien-holder shall be determined by the location of the property assisted: the City of Sandusky shall be the lien-holder for properties situated within Sandusky City limits; the County shall be the lien-holder for all other properties, including those located in Huron and Vermillion City limits. Program income will be received by the lien-holder. Reporting and expenditure of any such program income shall become the responsibility of the jurisdiction holding the lien.
16. Erie County will commit program income funds to future eligible outcomes, proportional to totals received between Huron, Vermillion and County addresses.
17. Partners agree to the following selection criteria, for funded activities:
 - Home Repair applications will be first-come, first-serve within each Partner's jurisdiction first, and then, if funding remains on June 30, 2021, within the grant service area.
 - Rehabilitation applications will be ranked according to the Erie County Policy and Procedure Manual, which state each Partner's jurisdiction first and then, if funds remain uncommitted on October 31, 2020, within the grant service area.
 - Habitat for Humanity (Habitat) participants will be selected through the Habitat application process and additionally satisfy all applicable CHIP program requirements, including HOME rules and regulations.

- Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.

18. The Partners agree to the following finance mechanism, for funded activities:

- Owner-occupied home repair will be provided as a grant.
- TBRA will be provided as a grant.
- Owner-occupied rehabilitation will be provided as a five-year declining, partially forgivable loan with twenty percent (20%) remaining due and owing, whenever the home is sold, rented or transferred.
- Habitat will be provided as a ten-year fully forgivable loan.
- Rental rehabilitation will be provided as a loan, 100% forgivable after ten years, with owners providing up to 50% match on hard costs.
- Rental repair will be provided as a loan, 100% forgivable after two years, with owners providing up to 50% match on hard costs.

19. The Partners agree the following table represents the responsibilities of partner tasks to be undertaken by one or more partners directly, through cooperation, or by contract:

Task X=primary role Y=support/cooperate	Erie County	City of Sandusky	City of Huron	City of Vermillion	Administrator
Procure Administrator	X	Y	Y	Y	
Convene HAC	X	Y	Y	Y	X
Designate OCEAN Program roles	X				
Sign/authorize application submission	X				
Manage grant fund administration	X				X
Provide on-going oversight of administrator as detailed in administrative contract	X				
Receive and manage program income	X	X			Y
Pay contractors/vendors	X				Y
Prepare/file reports	X				X
Retain all grant records for auditing/ monitoring	X				Y

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party, and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

For Erie County: _____ Date: _____

For City of Sandusky: _____ Date: _____

For City of Huron: _____ Date: _____

For City of Vermillion: _____ Date: _____

Approval by Governing Bodies:

This agreement has been approved by the governing bodies as follows. Documentation is attached to demonstrate appropriate actions by:

Approved by Erie County Commissioners: Resolution # _____, Date: _____

Approved by Sandusky City Council: Resolution # _____, Date: _____

Approved by Huron City Council: Resolution # _____, Date: _____

Approved by Vermillion City Council: Resolution # _____, Date: _____

THE UNDERSIGNED REPRESENTATIVES OF THIS AGREEMENT HEREBY AGREE
TO THE ABOVE STATED TERMS AND CONDITIONS ON THIS

_____ DAY OF _____, 2019.

For Erie County:

President, Erie County Commissioners

For City of Sandusky:

Eric Wobser, City Manager

For City of Huron:

Andrew D. White, City Manager

For City of Vermillion:

Jim Forthofer, Mayor



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: February 12, 2019

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Sandusky Travelers Baseball Academy for priority use of Rather Field at Jaycee Park South beginning April 1, 2019 through October 31, 2019.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has worked with the Sandusky Travelers Baseball Academy, previously Xavier's Baseball Academy, for many years for use of Rather Field at Jaycee Park. Sandusky City Schools previously had priority use of the field for their High School Baseball games but since then they have built their own field behind Sandusky High School. Because of the success of the continued use and upkeep of the park area, it would be beneficial to enter into this agreement.

The Sandusky Travelers Baseball Academy has taken on more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each league has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Sandusky Travelers Baseball Academy for seasonal priority use of Rather Field at Jaycee Park. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute to allow Sandusky Travelers Baseball Academy to move forward with scheduling activities prior to the commencing date of April 1, 2019.

Approved:

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY TRAVELERS BASEBALL ACADEMY FOR PRIORITY USE OF RATHER FIELD LOCATED AT JAYCEE PARK SOUTH FOR THEIR BASEBALL PROGRAM BEGINNING APRIL 1, 2019, THROUGH OCTOBER 31, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Sandusky Travelers Baseball Academy, previously Xavier's Baseball Academy, desires to have priority use of Rather Field located at Jaycee Park South for their baseball program from April 1, 2019, through October 31, 2019, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

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

WHEREAS, Sandusky Travelers Baseball Academy is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent in exchange for the priority use of the ball fields; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by Sandusky Travelers Baseball Academy; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow Sandusky Travelers Baseball Academy to move forward with scheduling activities prior to the commencing date of April 1, 2019; 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with Sandusky Travelers Baseball Academy for priority use of Rather Field located at Jaycee Park South for Sandusky Travelers Baseball Academy Program beginning April 1, 2019, through October 31, 2019,

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: February 25, 2019

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2019, between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as "City" and Sandusky Travelers Baseball Academy, 215 Windswood Way, Sandusky, Ohio, 448700, hereinafter referred to as "Licensee" for the purpose of utilizing Rather Field located at Jaycee Park South from April 1, 2019 through October 31, 2019.

WHEREAS, Sandusky Travelers Baseball Academy desires to have priority use of Rather Field located at Jaycee Park South beginning April 1, 2019, through October 31, 2019, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

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

WHEREAS, Licensee is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent of the City in exchange for the priority use of the specific ball fields delineated in this license agreement; and

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE **GRANT OF LICENSE**

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into

and on certain tracts of real property owned by the City, known as Rather Field located at Jaycee Park South.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's schedules, for a period commencing April 1, 2019, through October 31, 2019.

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

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts, the priority use privilege granted by this Agreement is in exchange for the Licensee's Agreement to perform routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City, which includes, but is not necessarily limited to, preparing, dragging and lining playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to fencing and turf.

Licensee acknowledges and understands that the specific plans for repairs to the fencing and turf and any other improvements shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements

contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Dorn Community Park owned by the City.

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

SECTION FOUR **INDEMNIFICATION**

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

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

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any

accident resulting in injury or death to more than one person of not less than Two Million Dollars.

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

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

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Rather Field located at Jaycee Park South all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee shall clean up and dispose of any refuse resulting from the use of the ball fields and shall remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property. Please remind spectators,

parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
Sandusky Travelers Baseball Academy
c/o Wilbert Farris, Academy President
215 Windwood Way
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

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

SECTION NINE **MODIFICATIONS**

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

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

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

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

SECTION TWELVE **VALIDITY OF AGREEMENT**

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Wilbert Farris, Academy President
Sandusky Travelers Baseball Academy

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Wilbert Farris, Academy President, Sandusky Travelers Baseball Academy and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky High School and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky High School.

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

NOTARY PUBLIC

Approved as to Form:

Trevor M. Hayberger (#0075112)
Law Director, City of Sandusky

EXHIBIT "A"

Sandusky Travelers Baseball Academy Schedule

April 1, 2019, through October 31, 2019

(To Be Provided Upon Completion)



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: February 12, 2019

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Sandusky Men's Softball League for priority use of Kiwanis Park ballfield on Wednesday's beginning April 4, 2019 through October 31, 2019.

BACKGROUND INFORMATION:

The Panther Baseball Club has priority use of the field from March 1, through July 31, 2019, but has agreed to allow Sandusky Men's Softball League use of the field on Wednesday nights during the overlapping period of April 4, 2019, through July 31, 2019. Jahn Farris has worked with the Panther Baseball Club and had success sharing the field in 2018. Mr. Farris is very passionate about the league and it would be beneficial for the City and the residents of Sandusky for us to enter into this agreement.

Sandusky Men's Softball agrees to take on the responsibility working hand in hand with Panthers Baseball Club to maintain the ball field at Kiwanis Park by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each league has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Sandusky Men's Softball League for seasonal priority use on Wednesday's of Kiwanis Park Ballfield. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow the Sandusky Men's Softball League to move forward with scheduled activities prior to the commencing date of April 4, 2019.

Approved:

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE SANDUSKY MEN’S SOFTBALL LEAGUE FOR PRIORITY USE OF THE KIWANIS PARK BALL FIELD LOCATED AT 2227 FIRST STREET, SANDUSKY, FOR THEIR SOFTBALL PROGRAM BEGINNING APRIL 4, 2019, THROUGH OCTOBER 31, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Men’s Softball league desires to have priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio for their softball program beginning April 4, 2019, through October 31, 2019, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

WHEREAS, it is necessary for the City to grant the Sandusky Men’s Softball League permission to utilize the City's park property on a priority use basis; and

WHEREAS, the Sandusky Men’s Softball League will perform routine maintenance to the ball field areas, under the direction of the Recreation Superintendent, in exchange for the priority use of the baseball field; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon maintenance performed by the Sandusky Men’s Softball League; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow the Sandusky Men’s Softball League to move forward with scheduling activities and prior to the commencing date of April 4, 2019; 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 Recreation Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with the Sandusky Men’s Softball League for priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio, for their softball program beginning April 4, 2019, through October 31, 2019, 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 reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: February 25, 2019

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2019 between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as "City" and the Sandusky Men's Softball League, 1011 Fifth Street, Sandusky, Ohio, 44870, hereinafter referred to as "Licensee" for the purpose of utilizing the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio from April 4, 2019, through October 31, 2019.

WHEREAS, the Sandusky Men's Softball League desires to have priority use of Kiwanis Park Ball Field beginning April 4, 2019, through October 31, 2019, which includes games and practices, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

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

WHEREAS, Licensee is willing to perform routine maintenance to the ball field areas and concession stand under the direction of the Recreation Superintendent of the City in exchange for the priority use of the ball field delineated in this license agreement; and

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's participants, coaches, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball field during the Licensee's schedule, for a period commencing April 4, 2019, through October 31, 2019.

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

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts the priority use privilege granted by this Agreement is in exchange for performance of routine maintenance to the ball field area and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City, which includes, but is not necessarily limited to, preparing, dragging and lining of playing surfaces prior to each scheduled game, mowing, and trimming.

Licensee acknowledges and understands that any improvements shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Kiwanis Park owned by the City.

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

SECTION FOUR **INDEMNIFICATION**

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

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

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this

Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars.

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

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

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of the Kiwanis Park Ball Field located at Kiwanis Park all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

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

Kiwanis Park Ball Field located at Kiwanis Park is a part of the City's Public Park System and as such the City is responsible for all routine maintenance identical to the maintenance provided to all City parks and ball fields, which includes, but is not necessarily limited to, mowing, repairs to fencing, turf, playing surfaces and permanent structures.

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
c/o Jahn Farris
Sandusky Men's Softball League
1011 Fifth Street
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

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

SECTION NINE

MODIFICATIONS

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN

CAUSE BEYOND REASONABLE CONTROL

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

SECTION ELEVEN

JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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

SECTION TWELVE

VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

DRAFT

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Jahn Farris
Sandusky Men's Softball League

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Jahn Farris, Sandusky Men's Softball League, and acknowledged their execution of the foregoing instrument as said Licensee on behalf of themselves and that the same is their voluntary act and deed as said Licensee on behalf of themselves.

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

NOTARY PUBLIC

Approved as to Form:

Trevor M. Hayberger (#0075112)
Law Director, City of Sandusky

EXHIBIT "A"

Sandusky Men's Softball League Schedule

April 4, 2019, through October 31, 2019

(To Be Provided Upon Completion)

DRAFT



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: February 12, 2019

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Sandusky AMVETS Baseball League for priority use of Amvets Park Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. #1-#3 and the concession stand located at Sprau Park for the Sandusky AMVETS Baseball League Programs (April 1 through August 15) beginning April 1, 2019 through August 15, 2019.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has had License Agreements for the priority use of ball fields with the Sandusky AMVETS baseball league for the past numerous years which has worked well for all parties. Because of the success of the agreements with the leagues, it would be beneficial to enter into this agreement.

During the term of the last agreement, the leagues took more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each league has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with the Sandusky AMVETS Baseball League for seasonal priority use of the listed ballfields above. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow the Sandusky AMVETS Baseball League to move forward with scheduling activities prior to the commencing date of April 1, 2019.

Approved:

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY AMVETS BASEBALL LEAGUE FOR PRIORITY USE OF ERIE BLACKTOP FIELD AND THE CONCESSION STAND LOCATED AT AMVETS PARK AND FIELDS #1, #2, AND #3 AND THE CONCESSION STAND AND STORAGE SHED LOCATED AT SPRAU PARK FOR THE SANDUSKY AMVETS BASEBALL LEAGUE PROGRAM BEGINNING APRIL 1, 2019, THROUGH AUGUST 15, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky AMVETS Baseball League desires to have priority use of Field #1 and the concession stand located at AMVETS Junior Park and Field #1, #2, and #3 and the concession stand located at Sprau Park for the Sandusky AMVETS Baseball League Program beginning April 1, 2019, through August 15, 2019, as documented in the schedules marked Exhibit "A" attached and incorporated in the License Agreement; and

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

WHEREAS, the Sandusky AMVETS Baseball League is willing to perform routine maintenance to the ball field areas and concession stands under the direction of the Recreation Superintendent in exchange for the priority use of the ball fields and concession stands; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by the Sandusky AMVETS Baseball League; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow the Sandusky AMVETS Baseball League to move forward with scheduling activities prior to the commencing date of April 1, 2019; 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with the Sandusky AMVETS Baseball League for priority use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields #1, #2, and #3 and the concession stand and storage shed located at Sprau Park for the Sandusky AMVETS Baseball League Program beginning April 1, 2019, through August 15, 2019, 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: February 25, 2019

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2019 between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as "City" and the Sandusky AMVETS Baseball League, P.O. Box 1462, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing Erie Blacktop Field and the concession stand located at Amvets Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park from April 1, 2019, through August 15, 2019.

WHEREAS, the Sandusky AMVETS Baseball League desires to have priority use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park for the Sandusky AMVETS Baseball League beginning April 1, 2019, through August 15, 2019, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

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

WHEREAS, Licensee is willing to perform routine maintenance to the ball field areas and concession stands under the direction of the Recreation Superintendent of the City in exchange for the priority use of the specific ball fields delineated in this license agreement; and

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's participants, coaches, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields, concession stands and storage shed during the Licensee's Sandusky AMVETS Baseball League and Sandusky Eagles Baseball League schedules, for a period commencing April 1, 2019, through August 15, 2019.

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

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts the priority use privilege granted by this Agreement is in exchange for the performance of routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City,

which includes, but is not necessarily limited to, preparing, dragging and lining of playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to the fencing, concessions stands and storage shed.

Licensee acknowledges and understands that the specific plans for repairs to the fencing, turf and the concession stands and any other improvements shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the AMVETS Park and/or Sprau Park owned by the City.

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

SECTION FOUR **INDEMNIFICATION**

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

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

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

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

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park all applicable Park rules

and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee shall clean up and dispose of any refuse resulting from the use of the ball fields and shall remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
c/o Board President
Sandusky AMVETS Baseball League
P.O. Box 1462
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

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

SECTION NINE **MODIFICATIONS**

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

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

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

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

SECTION TWELVE
VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Bert Farris, Board President
Sandusky AMVETS Baseball League

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Bert Farris, Board President, Sandusky AMVETS Baseball League and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky AMVETS Baseball League and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky AMVETS Baseball League.

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

NOTARY PUBLIC

Approved as to Form:

Trevor M. Hayberger (#0075112)
Law Director, City of Sandusky

EXHIBIT "A"

Sandusky AMVETS Baseball League and Sandusky Eagles Baseball League Programs Schedules

April 1, 2019, through August 15, 2019

(To Be Provided Upon Completion)



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: February 12, 2019

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one -year, License Agreement with Sandusky Central Catholic Schools for priority use of Field #5 and Field #9 at Dorn Community Park for their high school varsity and junior varsity baseball and softball programs beginning March 1, 2019 through May 31, 2019.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has had a License Agreement for the priority use of ballfields at Dorn Park with Sandusky Central Catholic Schools for the past numerous years which has worked well for both parties. Because of the success of the agreement with the schools, it would be beneficial to enter into another agreement.

During the term of the last agreement, the schools continue to take more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each entity has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Sandusky Central Catholic Schools for seasonal priority use of the listed ballfields above. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow Sandusky Central Catholic Schools to move forward with scheduling activities prior to the commencing date of March 1, 2019.

Approved:

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY CENTRAL CATHOLIC SCHOOL FOR PRIORITY USE OF FIELD #5 AND FIELD #9 LOCATED AT DORN COMMUNITY PARK FOR THE SANDUSKY CENTRAL CATHOLIC HIGH SCHOOL BASEBALL AND SOFTBALL PROGRAMS BEGINNING MARCH 1, 2019, THROUGH MAY 31, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Central Catholic School desires to have priority use of Field #5 and Field #9 located at Dorn Community Park for the Sandusky Central Catholic High School Baseball and Softball Programs beginning March 1, 2019, through May 31, 2019, as documented in the schedules marked Exhibit "A" attached and incorporated in the License Agreement; and

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

WHEREAS, the Sandusky Central Catholic School is willing to perform routine maintenance to the ball field areas under the direction of the Recreation Superintendent in exchange for the priority use of the ball fields; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by the Sandusky Central Catholic School; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow the Sandusky Central Catholic School to move forward with scheduling activities prior to the commencing date of March 1, 2019; 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with Sandusky Central Catholic School for priority use of Field #5 and Field #9 located at Dorn Community Park for the Sandusky Central Catholic

High School Baseball and Softball Programs beginning March 1, 2019, through May 31, 2019, 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: February 25, 2019

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2019, between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as "City" and the Sandusky Central Catholic School, 410 West Jefferson Street, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing Field No. 5 and Field No. 9 located at Dorn Community Park from March 1, 2019, through May 31, 2019.

WHEREAS, the Sandusky Central Catholic School desires to have priority use of Field No. 5 and Field No. 9 located at Dorn Community Park for the Sandusky Central Catholic High School Baseball and Softball Programs beginning March 1, 2019, through May 31, 2019, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

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

WHEREAS, Licensee is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent of the City in exchange for the priority use of the specific ball fields delineated in the license agreement; and

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Field No. 5 and Field No. 9 located at Dorn Community Park.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's yearly Junior Varsity and Varsity baseball and softball schedules, for a period commencing March 1, 2019, through May 31, 2019.

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

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts, the priority use privilege granted by this Agreement is in exchange for the Licensee's Agreement to perform routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City, which includes, but is not necessarily limited to,

preparing, dragging and lining playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to fencing and turf.

Licensee acknowledges and understands that the specific plans for repairs to the fencing and turf and any other improvements, shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Dorn Community Park owned by the City.

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

SECTION FOUR **INDEMNIFICATION**

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

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

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

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

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Field No. 5 and Field No. 9 located at Dorn Community Park the Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues and all applicable Park rules promulgated by the City shall be enforced and adhered to including, but not limited to, the following:

The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee shall clean up and dispose of any refuse resulting

from the use of the ball fields and shall remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
c/o Athletic Director
Sandusky Central Catholic School
410 West Jefferson Street
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

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

SECTION NINE **MODIFICATIONS**

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN
CAUSE BEYOND REASONABLE CONTROL

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

SECTION ELEVEN
JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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

SECTION TWELVE
VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement, including Exhibit "A", contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of

no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

DRAFT

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Toby Notestine, Athletic Director
Sandusky Central Catholic School

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Toby Notestine, Athletic Director, Sandusky Central Catholic School, and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky Central Catholic School and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky Central Catholic School.

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

NOTARY PUBLIC

Approved as to Form:

Trevor M. Hayberger (#0075112)
Law Director, City of Sandusky

EXHIBIT "A"

Sandusky Central Catholic High School Baseball and Softball Programs Schedules

March 1, 2019, through May 31, 2019

(To Be Provided Upon Completion)

DRAFT



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: February 12, 2019

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one -year, License Agreement with Sandusky City Schools for priority use of Field #6 at Dorn Community Park for their high school varsity and junior varsity softball programs beginning March 1, 2019 through May 31, 2019.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has had a License Agreements for the priority use of ball fields with Sandusky City Schools for the past numerous years which has worked well for both parties. Because of the success of the agreement with all of the schools, it would be beneficial to enter into another agreement.

During the term of the last agreement, the schools took more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each entity has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Sandusky City Schools for seasonal priority use of the listed ballfield above. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow the Sandusky City Schools to move forward with scheduling activities prior to the commencing date of March 1, 2019.

Approved:

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY CITY SCHOOLS FOR PRIORITY USE OF FIELD #6 LOCATED AT DORN COMMUNITY PARK FOR THE SANDUSKY HIGH SCHOOL GIRL'S VARSITY AND JUNIOR VARSITY SOFTBALL PROGRAMS BEGINNING MARCH 1, 2019, THROUGH MAY 31, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky City Schools desires to have priority use of Field #6 located at Dorn Community Park for the Sandusky High School Girl's Varsity and Junior Varsity Softball Programs beginning March 1, 2019, through May 31, 2019, as documented in the schedules marked Exhibit "A" attached and incorporated in the License Agreement; and

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

WHEREAS, the Sandusky City Schools is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent in exchange for the priority use of the ball fields; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by Sandusky City Schools; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow the Sandusky City Schools to move forward with scheduling activities prior to the commencing date of March 1, 2019; 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with Sandusky City Schools for priority use of field #6 located at Dorn Community Park for the Sandusky High School Girl's Varsity and Junior Varsity Softball Programs beginning March 1, 2019, through May 31, 2019,

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: February 25, 2019

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2019, between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as "City" and the Sandusky City Schools, 407 Decatur Street, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing Field No. 6 located at Dorn Community Park from March 1, 2019, through May 31, 2019.

WHEREAS, Sandusky City Schools desire to have priority use of Field No. 6 located at Dorn Community Park for the Sandusky High School Girl's Varsity and Junior Varsity Softball Programs beginning March 1, 2019, through May 31, 2019, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

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

WHEREAS, Licensee is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent of the City in exchange for the priority use of the specific ball fields delineated in this license agreement; and

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Field No. 6 located at Dorn Community Park.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's yearly Girl's Varsity and Junior Varsity Softball schedules, for a period commencing March 1, 2019, through May 31, 2019.

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

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts, the priority use privilege granted by this Agreement is in exchange for the Licensee's Agreement to perform routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Director of Recreation of the City, which includes, but is not necessarily limited to, preparing, dragging

and lining playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to fencing and turf.

Licensee acknowledges and understands that the specific plans for repairs to the fencing and turf and any other improvements shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Dorn Community Park owned by the City.

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

SECTION FOUR **INDEMNIFICATION**

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

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

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

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

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Field No. 6 located at Dorn Community Park all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee shall clean up and dispose of

any refuse resulting from the use of the ball fields and shall remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

SECTION SIX

GOVERNING LAW

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

SECTION SEVEN

TERMINATION

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
c/o Athletic Director
Sandusky High School
2130 Hayes Avenue
Sandusky, OH 44870

SECTION EIGHT

ASSIGNMENT

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

SECTION NINE **MODIFICATIONS**

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

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

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

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

SECTION TWELVE **VALIDITY OF AGREEMENT**

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

DRAFT

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Shawn Coakley, Athletic Director
Sandusky High School

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this ____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Shawn Coakley, Athletic Director, Sandusky High School and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky High School and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky High School.

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

NOTARY PUBLIC

Approved as to Form:

Trevor M. Hayberger (#0075112)
Law Director, City of Sandusky

EXHIBIT "A"

Sandusky High School Girl's Varsity and Junior Varsity Softball Programs Schedules

March 1, 2019 through May 31, 2019

(To be attached upon completion)



PLANNING DEPARTMENT

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

To: Eric Wobser, City Manager

From: Tom Horsman, Assistant Planner

Date: February 12, 2019

Subject: February 25, 2019 Commission Agenda Item – Proposed amendments to the City of Sandusky Planning and Zoning Code Chapter 1161–Landmark Preservation.

Item for Consideration: To amend Chapter 1161 of the City of Sandusky Planning and Zoning Code.

Purpose: To clarify specific criteria for granting a certificate of appropriateness, allowing the Landmark Commission to delegate to staff the ability to review minor changes, adding additional language to the minimum maintenance requirements section, and general streamlining and clarifying of language in the ordinance.

Background Information: The City Commission had passed the Landmark Preservation ordinance in 2015, which created the Landmark Commission and allowed for the designation of local landmarks. It also created a process by which any exterior changes to designated historic and landmark buildings and sites would need to be reviewed and approved by the Landmark Commission. Staff has submitted proposed amendments to various sections of the chapter. The proposed amendments in section 1161.07 (d) (e) & (f) add specific criteria for granting certificates of appropriateness, notably mandating required materials that need to be submitted with an application for demolition as well as outlining criteria by which the Landmark Commission shall consider such applications. The amendments to section 1161.07 (b) allows for the Landmark Commission to delegate to staff the authority to review minor items that may not warrant a hearing of the full commission. The amendment to section 1161.11 (b) adds language to reinforce that the city's Building Department and Division of Code Compliance shall be responsible for enforcing the Building Code as it relates to the minimum maintenance requirements of the designated historic and landmark properties. The other various amendments throughout the chapter streamline and clarify the language in the ordinance. At the December 19th, 2018 Planning Commission meeting, the Planning Commission recommended approval of the Amendments to Chapter 1161 of the City of Sandusky Planning and Zoning Code.

Correlation to the Comprehensive Plan:

The Comprehensive Plan calls for preserving Sandusky's historic buildings and neighborhoods as they are an important asset in revitalizing the city.

Budgetary Impact:

There is no impact to the general fund.

Action Requested: Per the Planning Commission's recommendation, it is requested that City Commission approve the proposed amendments to Chapter 1161 of the City of Sandusky Planning and Zoning Code.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington, AICP
Planning Department

Attachments: Exhibit A: Planning Commission Recommendation, Exhibit B: Planning Commission Staff Report, Exhibit C: Planning Commission Minutes

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

CITY OF SANDUSKY, OHIO
PLANNING DEPARTMENT

PLANNING COMMISSION REPORT

ORDINANCE AMENDMENTS TO CHAPTER
1161 OF THE PLANNING AND ZONING CODE

Reference Number: PC-25-18

Date of Report: December 10, 2018

Report Author: Tom Horsman, Assistant Planner



City of Sandusky, Ohio Planning Commission Report

BACKGROUND INFORMATION

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

Applicant:	City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Applicable Plans & Regulations:	City of Sandusky Comprehensive Plan Sandusky Zoning Code Chapter 1161

DESCRIPTION

The City Commission had passed the Landmark Preservation ordinance in 2015, which created the Sandusky Landmark Commission and allowed for the designation of local landmarks. It also created a process by which any exterior changes to designated historic and landmark buildings and sites would need to be reviewed and approved by the Landmark Commission. Staff has submitted proposed amendments to the Landmark Preservation chapter.

Purpose: The amendments to the Landmark Preservation chapter involve four areas: 1) Clarifying specific criteria for granting a certificate of appropriateness, including adding criteria for demolition, 2) Allowing the Landmark Commission to delegate to staff the ability to review minor changes, 3) Adding additional language to the minimum maintenance requirements section, and 4) General streamlining and clarifying of language in the ordinance.

Item for Consideration: Amendments to **Chapter 1161 Landmark Preservation.**

Chapter 1161 shall state the following. Additional items are in red and removed words are struck through:

1161.01 INTENT.

The intent of this Chapter is to: (1) to designate, preserve, protect, and enhance current and future Landmark ~~and Historic~~ properties ~~and structures, and properties within historic districts,~~ within the City of Sandusky; (2) to foster civic pride in and consistent with established long term goals and policies of the City; (3) to stabilize or improve the aesthetic and economic vitality and values of Landmark ~~and Historic~~ sites, ~~structures, and districts;~~ (4) to protect and enhance the City's attraction to tourist and visitors; and (5) to promote the use of these sites for the improvements and objects for the education, invigoration, and welfare of the people of the City.

1161.02 DEFINITIONS.

(a) "Alteration" means any act or process that changes one or more of the exterior architecture features of a building or structure; including, but not limited to, the erection, construction, reconstruction, or removal of the building or structure.

(b) "Addition" means any act or process that changes one or more of the exterior architectural features of a building or structure by adding to, joining with or increasing the size or capacity of the building or structure.

(c) "Archaeological/Historic/~~Landmark~~ Site" means a single site, including the associated buildings, structures, and plant life, which is considered to have historic and/or prehistoric significance due to its association with past events of historical, cultural, architectural, and/or archeological value.

(d) "Building" means a structure which is permanently affixed to the land, having one or more floors and a roof, being bounded by either open spaces or lot lines, and used as a shelter or enclosure for persons, animals, or property. "Building" shall be used synonymously with "structure" unless otherwise noted and shall be construed as if followed by the words "part or parts thereof".

(e) ~~"Landmark~~-"Certificate of Appropriateness" means a certificate issued by the ~~Sandusky~~ Landmark Commission indicating that a proposed change, alteration, or demolition of a ~~Landmark or~~ Historic building or structure within a historic site, district, or on the National Registry of Historic ~~buildings~~ ~~Places,~~ is in accordance with the provisions of this Chapter and local design guidelines.

(f) "Change" means any exterior alteration, demolition, removal or construction involving any ~~structures and sites~~ ~~property~~ subject to the provisions of this Chapter.

(g) "Construction" means the act of constructing an addition to an existing structure or the erection of a new principal or accessory structure on a lot or property.

(h) "Demolition" means any act or process that destroys in part or in whole any building or structure

(i) "Historic District" ~~and/or "Historic Building"~~ ~~means any area or building listed on the National Register of Historic Places.~~

(j) "Historic Structure" means any building or structure which has historic, architectural or archaeological significance and has been so designated according to the

provisions of this Chapter. The significance of a property to the history, architecture, archaeology, engineering, or culture of a community, state, or the nation may be achieved in several ways:

- (1) Association with broad pattern of our history, events, activities, or patterns;
- (2) Association with important persons;
- (3) Distinctive physical characteristics of design, construction, or form;
- (4) Potential to yield information important in history or prehistory (archaeology);
- (k) "Landmark Commission" means the Commission established under the provisions of the enabling legislation.
- (l) "Landmark" means any building, structure or archaeological site that has been designated as a "Landmark" by ordinance of the City or Commission, pursuant to procedures prescribed herein, that is worthy of preservation, restoration or rehabilitation because of its historic, architectural or archaeological significance.
- (m) "Owner" means the owner or owners of record.
- (n) "Preservation" means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property.
- (o) "Reconstruction" means the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.
- (p) "Rehabilitation" means the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features, which convey its historical, cultural, or architectural values.
- (q) "Restoration" means the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

1161.03 ESTABLISHMENT OF LANDMARK COMMISSION.

- (a) The hereby established City of Sandusky Landmark Commission shall consist of seven (7) members; the President of the City Commission or another member of the City Commission designated by the President and confirmed by the City Commission to serve in his place, and six (6) citizens of the City each of whom shall serve without compensation and shall be appointed by the City Commission for a term of three (3) years. The terms of the citizen members shall be so arranged that the term of two members will expire each year.
- (b) The ~~Sandusky~~ Landmark Commission shall meet ~~as needed~~ **monthly, unless determined otherwise, and at the call of the Chairman and at such other times as the Landmark Commission may determine.**
- (c) The ~~Sandusky~~ Landmark Commission meetings shall comply with Federal and State laws dealing with public meetings and meeting notices.
- (d) The ~~Sandusky~~ Landmark Commission members shall be subject to the provisions of the City Charter and these Codified Ordinances regarding conflict of interest and ethics. In addition, The ~~Sandusky~~ Landmark Commission members shall be subject to related provisions of the Ohio Revised Code.

(e) The Sandusky Landmark Commission, designated City Staff, or others shall prepare a written report at least once a year, for submission to the City Manager and City Commission that summarizes the Sandusky Landmark Commission activities, cases, and recommendations. Such reports shall be available for public inspections.

(f) At a minimum two members shall be professionals or have expertise in the following disciplines need to be represented: architecture, history, planning, archaeology, or related disciplines, to the extent available within the community.

(g) To the extent possible, the Sandusky Landmark Commission should regularly complete annual training regarding historic preservation provided by Staff.

(h) The Sandusky Landmark Commission shall meet at least 4 times per year, meetings shall be held in a public place, advertised, and open to the public.

1161.04 POWERS AND DUTIES OF LANDMARK COMMISSION.

(a) To recommend to City Commission legislation for designation of individual landmark properties, sites, and historic districts that would serve to beautify, protect, preserve, restore, and develop the City.

(b) To study problems and determine the needs of the City in restoring and preserving historic landmarks buildings, structures, areas, and neighborhoods.

(c) To review and act on all applications for Certificates of Appropriateness as required and utilize Roberts Rules of Order for this action.

(d) Review applications for renovations changes to existing landmark and historic buildings and sites within the City.

(e) Work to erect historic markers to denote landmark and historic buildings within the City.

(f) Act as a liaison on behalf of the City of Sandusky to individuals and organizations concerned with historic preservation; educate citizens regarding historic preservation issues and concerns.

(g) The Sandusky Landmark Commission and City Planning Staff shall maintain a surveyed inventory for historic and cultural resources within the City. The inventory will detail designated districts, sites, and/or structures. This inventory will be submitted to the State Historic Preservation Office and open to the public. The inventory shall be updated periodically to reflect changes, alterations, and demolitions.

1161.05 APPROVAL PROCESS FOR DESIGNATION OF LANDMARKS.

The Sandusky Landmark Commission shall review all landmark designation applications and make a recommendation of approval or denial based on the Criteria for Designation of Landmarks found in section 1161.06. Sandusky The City Commission shall have final approval on the application. All applications shall be reviewed by Sandusky Landmark Commission within forty-five (45) days after a completed application is submitted. Applications must include owners or majority of owners consent in order to be considered complete. All meetings shall be available to the public, and agendas shall be publically advertised. A written notification of the Sandusky Landmark Commission's recommendation will also be sent to each applicant by regular mail. Detailed minutes of the meeting and decision rendered by the Sandusky Landmark Commission shall be kept on file and available for public inspection.

1161.06 CRITERIA FOR DESIGNATION OF LANDMARKS.

An object, site or building, which is at least fifty (50) years old, may be designated for preservation as a landmark site or landmark district if it has significant character, interest or value as part of the development, heritage, or cultural characteristics of the City, state, or nation, if it has integrity, or the ability to convey its significance, and if it falls into one of the following categories:

- (a) It is in the location of, or is associated in a significant way with, a historic event with a significant effect upon the community, city, state, or nation; or
- (b) It is associated in a significant way with the life of a person important in the history of the city, state, or nation; or
- (c) It is associated in a significant way with a significant aspect of the cultural, political, or economic heritage of the community, city, state or nation; or
- (d) It embodies the distinctive visible characteristics of an architectural style, or period, or of a method of construction; or
- (e) It is an outstanding work of a designer or builder; or
- (f) Because of its prominence of spatial location, contrasts of siting, age, or scale it is an easily identifiable visual feature of its neighborhood or the City and contributes to the distinctive quality or identity of such neighborhood or the City.
- (g) The Secretary of Interior Standards for Rehabilitation shall be utilized when applications for Certificates of Appropriateness.
- (h) The property owner shall indicate consent for the Landmark **building, structure, or site** designation.
- (i) Sixty percent of the affected property owners must consent to **the** proposed Landmark **district** designation.

1161.07 CERTIFICATE OF APPROPRIATENESS.

(a) Certificate of Appropriateness shall be required for all ~~renovations, alterations, and demolition~~ **changes** to existing Landmark **and Historic** buildings, **sites, structures and districts**.

(b) **The Landmark Commission may delegate to the Planning Department staff the authority to administratively review and grant a Certificate of Appropriateness without formal action by the Landmark Commission.**

(1) The Landmark Commission may grant the authority to approve minor changes such as, but not limited to, landscaping, fencing, and changes approved by the State Historic Preservation Office. The Landmark Commission shall have the ability to rescind the granting of such authority.

(2) If the Planning Department does not grant administrative approval of an application, the applicant may request that the application be referred to the Landmark Commission and will be considered in accordance with the application review schedule contained in this section.

(3) Any changes that were approved by the Planning Department staff shall be communicated to the Landmark Commission at their subsequent meeting.

(c) ~~The Sandusky~~ Landmark Commission shall prepare an application form and a list of the procedures necessary for obtaining Certificates of Appropriateness, which shall be made available to the general public. All applicants must submit applications to the Sandusky Planning Department.

(d) In evaluating applications for changes to Landmark and Historic buildings, sites or districts, the Landmark Commission shall consider the following standards created by the U.S. Department of the Interior, including:

- (1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment;
 - (2) The historic character of a property shall be retained and preserved. The removal of historic materials or alternation of features and spaces that characterize a property shall be avoided;
 - (3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken;
 - (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved;
 - (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved;
 - (6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence;
 - (7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible;
 - (8) Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken;
 - (9) New additions, exterior, alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment; and
 - (10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- (e) All applications for demolition of existing Landmark and Historic buildings, sites, or districts shall include, but are not limited to:
- (1) A report as to the structural soundness of the building prepared by professionals experienced in preservation and rehabilitation;
 - (2) Estimates of the costs and income for rehabilitation of the building;
 - (3) Estimates of the costs and income for new development;
 - (3) Valuation of the property;
 - (4) Preliminary development plans.

(f) The Landmark Commission shall consider the following factors in evaluating applications for demolition of existing Landmark and Historic buildings, sites, or districts:

- (1) The architectural and historic significance of the building;
- (2) The significance of the building in contributing to the architectural or historic character of its surroundings;
- (3) The economic feasibility of rehabilitation and reuse of the building;
- (4) The extent to which the owner sought out alternative uses for the property;
- (5) The extent to which the proposed redevelopment implements the goals of the city's comprehensive plan;
- (6) If demolition is necessary due to imminent safety hazards, as determined in writing by the city's Building Department or Fire Department.

(g) All applications shall be reviewed by Landmark Commission within forty-five (45) days after a completed application is submitted. The applicant shall be given written notice of the meeting at which his or her application will be considered. All Certificate of Appropriateness applications shall be reviewed utilizing the preservation design guidelines, on file at the ~~Department of Community Development~~ **Planning Department**, as well as the Secretary of Interior Standards for Rehabilitation. A written notification of the ~~Sandusky~~ Landmark Commission's decision will also be sent to each applicant by regular mail.

1161.08 NATIONAL REGISTER PROCESS.

In accordance with the National Historic Preservation Amendments Act of 1980, the Landmark Commission shall submit a report to the State Historic Preservation Office (SHPO) regarding the eligibility of each property or District proposed for nomination to the National Register within the City. This report shall include the recommendation of the ~~Historic Preservation Commission~~ **Sandusky Landmark Commission** and the majority of City Commission. A copy of the report prepared by the Commission for SHPO shall be made available for public inspection.

The Landmark Commission will be involved in the National Register process in the following manner:

(a) The SHPO will forward a copy of completed National Register nominations with a staff review sheet to the ~~Sandusky~~ Landmark Commission for all properties within the City prior to the preliminary review of the nomination unless the Commission itself has initiated or reviewed the nomination prior to submission to the SHPO.

(b) Following the initial review by Ohio Historic Site Preservation Advisory Board (OHSPAB), the State Review Board, and prior to the final review of the nomination, the ~~Sandusky~~ Landmark Commission shall inform the SHPO and the property owner(s) as to their opinion regarding the eligibility of the property.

(c) If the City Commission recommends that a property not be nominated, the SHPO will so inform the property owner(s), the State Review Board, and the property will not be nominated unless an appeal is filed with the State Historical Preservation Officer under the regulations established for the appeals process which is outlined in 36 CFR (Code of Federal Regulations), Part 60.

(d) If either or both the ~~Sandusky~~ Landmark Commission and the majority of City Commission agree that the property should be nominated, the nomination will be scheduled for final review by the Ohio Historic Site Preservation Advisory Board. If no

report is submitted, the nomination will be reviewed within sixty days. The opinion or opinions of the Sandusky Landmark Commission and the majority of City Commission will be presented to OHSPAB for its consideration.

(e) The Ohio Historic Site Preservation Advisory Board after considering all opinions shall make its recommendation to the State Historic Preservation Officer. Either the Sandusky Landmark Commission or the majority of City Commission may appeal the final decision of the SHPO under the aforementioned appeals procedure.

(f) If necessary, the Sandusky Landmark Commission shall seek assistance of academics or others from professional disciplines when considering a National Register nomination.

1161.09 ENFORCEMENT AND PENALTIES.

(a) If it is found that any of the provisions of these standards are being violated, a person or a corporation shall be guilty of a misdemeanor of the fourth degree where: any violation of any of the provisions of this zoning code exists in a building or tract of land, and a stop work order or notice of zoning violation has been served on the owner agent, lessee, or tenant of the building of tract of land, or part thereof, or upon the architect, builder, contractor, or any person who commits or assists in any violation, and the person fails to comply with such order within 72 hours of receipt of a stop work order or written notice.

(b) Any persons who fails to comply within the specified time shall be guilty of a misdemeanor of the fourth degree with each day the violation continues being a separate offense.

(c) Filing an appropriate appeal to any order issued pursuant to the provision of [1109.07](#) shall toll the time for compliance with such order until the appeal is ruled upon.

1161.10 APPEALS PROCEDURES.

(a) Decisions by the Sandusky Landmark Commission may be appealed in writing to the City Commission within ten (10) days of the Sandusky Landmark Commission hearing. No building permit or other permit required for the activity applied for shall be issued during the ten-day period or while an appeal is pending.

(b) The City Commission shall consider an appeal within thirty (30) days of receipt and shall utilize the written findings of the Sandusky Landmark Commission in rendering their decision. A simple majority vote of the City Commission membership shall be required to overturn or modify a decision of the Sandusky Landmark Commission.

1161.11 MINIMUM MAINTENANCE REQUIREMENTS.

(a) No owner of a building or structure in the historic district shall by willful action or willful neglect, fail to provide sufficient and reasonable care in the maintenance and upkeep to assure such building's perpetuation and to prevent its destruction by deterioration. The owner of a protected property shall provide sufficient maintenance to ensure its protection from hazards and to prevent deterioration or destruction.

(b) It shall be the duty of the Building Department and Division of Code Compliance to enforce this section according to the City's Building Code. The Landmark Commission, on its own initiative, may notify the Division of Code Compliance and request that action is taken against any owner who is in violation of his or her section.

CONCLUSION/RECOMMENDATION

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



Department of Planning

December 20th, 2018

At the December 19th, 2018 Planning Commission meeting the Commission recommended approval of the ordinance amendments to Chapter 1161 of the City of the Planning and Zoning Code.



Michael Zuilhof
Planning Commission Chair

Planning Commission
December 19th, 2018
Meeting Minutes

The Chairman called the meeting to order at 4:31pm. The following members were present: Mr. Miller, Mr. Waddington, Chairman Zuilhof, Mr. McGory, Mr. Galea, and Mr. Whelan. Mr. Greg Voltz and Mr. Horsman represented the Planning Department; Mr. Trevor Hayberger represented the Law Department and Ms. Casey Sparks, Clerk from Community Development.

Mr. Miller made a motion to approve the February 20th, 2018, March, 20th, 2018, and April, 25th, 2018 Landmark Commission meeting minutes; Mr. Galea seconded the motion.

Mr. Waddington motioned to approve the minutes from November 28th, 2018; Mr. Galea seconded the motion.

Mr. Hayberger swore in those giving testimony.

Public Hearing: Zoning Amendments to 1161 the Landmark Ordinance

Mr. Horsman stated that the Planning Commission and Landmark Commission gave feedback regarding the initial proposed changes, Landmark Commission approved the proposed amendment this afternoon. The proposed amendments include additional criteria for granting a Certificate of Appropriateness, including demolition; allowing for the Commission to delegate to staff the ability to issue a Certificate of Appropriateness for minor changes; and minor changes of definitions and clarification of language within the ordinance.

Mr. Horsman discussed the proposed criteria for section 1161.07(e) regarding demolition, this section discusses the criteria used for issuing a Certificate of Appropriateness. In section 1161.07(f) there was language added stating that the property owner would need to try to find alternative uses for the property before demolishing. The proposed amendment is included to assure the buildings are preserved. Section 1161.07(b) discusses giving landmark commission the ability to grant authority of staff to review. Staff added language that states that the Landmark Commission has the authority to resend this authority from staff.

In Section 1161.11 subsection B was added. Staff requests that an addition be made to this, the current proposal states that the Landmark Commission may notify the department of code compliance regarding a property owner that is not currently in compliance with the maintenance requirements of Chapter 1161. Staff would like to add the Building Department to this section. Staff wanted to reiterate the ability to enforce the building code and assure that a penalty is consistent with the penalty referenced within the zoning code. Mr. Horsman stated that these changes have been approved by the Ohio Historic preservation office. The Landmark Commission also suggested adding the word structures to Section 1161.07(a).

Mr. McGory motioned to make a favorable recommendation to City Commission regarding the proposed legislation with minor changes as recommended by the Landmark Commission; Mr. Galea seconded the motion.

With no further discussion the motion was approve unanimously. The motion was approved with a 6/0 vote.

Public Hearing: Zoning Amendment to Parcels Located west of Wildman Street between First Street and Second Street: 57-03841.000, 57-03857.000, 57-03858.000 and properties located west of an unnamed alley within the 1900 block between First and Second Street: 57-03851.000, 57-00555.000, 57-03852.000, 57-03852.001

Mr. Horsman stated that the applicant D. Jeffery Rengel has applied for a rezoning of the property to CR Commercial Recreation. Currently the property is zoned as R1-40 Single Family Residential. Some of the parcels went through the BZA last month for a use variance to build boat storage. The applicant also applied for the zoning amendment in 2016 but it was not brought before Planning Commission. The properties are

currently owned by RLR Properties and Central Erie, Ltd. Both groups of properties are immediately surrounded by R1-40 Single Family Residential on the south, east, and west, CR Commercial Recreation zoning is across First Street to the north. The Sandusky Bicentennial Vision Comprehensive Plan has targeted this area along First Street for residential stabilization and infill and mixed use infill. There are currently development plans in progress for this neighborhood, as well as major investments in public infrastructure, such as the Sandusky Bay Pathway. Staff does not recommend the approval of the rezoning. If approved, any commercial development would require site plan approval and possible alley vacation.

Mr. Miller stated that the applicant has proposed boat storage for one of the areas in question, was there something else that the applicant was proposing for the other parcels.

Mr. Horsman stated that the area proposed for the boat storage was the only development plan brought before the Board of Zoning Appeals, the secondary parcels were not brought to the Board of Zoning Appeals. The BZA tabled the application as the scope of the decision is out of their purview, they thought it should be brought to the Planning Commission.

Jeff Rengel, RFL Properties, stated the application was made in June 2016 after developer expressed interest in property with the contingent that the property was rezoned. The property is currently zoned as R1-40. The Planning Department and the applicant agreed to temporarily table the application, six months after the application was made the developer pulled away from the deal. Mr. Rengel stated that this zoning classification is improper, zoning law states that if the zoning cannot hold the property owner from an economically viable use of the property. Mr. Rengel stated that based on case law if an owner is denied an economically viable use for substantial time a taking has occurred. The courts said you must consider three things: the economic impact of the zoning on the property owner, the extent to which the regulations have interfered with distinct investment backed expectations, and the character of the governmental action. In this case zoning was not in place when these properties were purchased.

Mr. Rengel stated that the facts of the case are as follows: the Planning Department depends on the Bicentennial Vision plan which was not in effect at the original time the application was made. That plan calls for infill of vacant land and mixed use development within this area. To his knowledge no residence have been building within the last 40 years. Several adjacent residence within have been torn down. No new residence have been built along First Street from Sycamore Line to the Causeway except properties within the CR Commercial Recreation District. In the last 40 years only commercial properties constructed along First Street. The only construction within the R-1 district has been from Cedar Point, in which this board approved a rezoning from R-1 Single Family Residential to CR Commercial Recreation without development plans in place. This property is surrounded by R1- 40 Single Family Residential Zoning on three sides and adjacent to CR Commercial Recreation district on the north side. Mr. Rengel stated the property in question this evening has the same situation. First Street is not conducive to residential. The traffic count is very high within certain areas. The city has received several complaints regarding the traffic from residential properties within the area. The present zoning is not conducive to the health and safety of the area. Mr. Rengel stated that his family has owned this property for over a 100 years, they currently still own approximately 40 lots, and they owned these before the city had a zoning code. To date he has received no offers or considerations for residential housing within the past 40 years, all inquiries received have been related to commercial development of some sort. The current offer is subject to CR Commercial Recreation zoning.

Mr. Rengel stated that it is his opinion that it is highly unlikely that the property will sell unless the zoning is changed due to the history, present traffic, and development conditions of the area. The Planning Department states that the law states that the property owner has to be deprived of all economic viability of the property, however staff should go one step further and analyze the application on how the magnitude of the regulations impact with the true property interest. The property is greatly being effected by the currently zoning classification, which historically has such an economic impact that it has made development within the area unlikely.

Mr. McGory stated ask if approved what may be developed within the area.

Mr. Rengel stated that the current buyer has expressed in developing the property and they have stated that it would need to be rezoned to CR. They have interest for commercial drive thru and boat storage in the past, or boat storage with a loft on the second floor.

Mr. Rengel stated that a perspective buyer two years ago had communicated interest for boat storage similar to the boat storage constructed on Cleveland Road in Huron. The current perspective buyer does not have interest in residential. The only lots in question this evening are along First Street, the other lots along Second and Third Street are not in question this evening as they are more conducive to residential.

Mr. Galea discussed the dimensions of the lots that are seeking rezoning, and ask if the lots would have frontage on Second Street.

Mr. Rengel stated that the way the county assigned parcel numbers some of these lots were combined to create three permanent parcel numbers, the eight lots are all identical in size. The parcels are generally **40' x 130-140' depending if an alley is present**. The first group of parcels includes a 160 feet of frontage on First Street and 160 feet of frontage on Second Street. The second group of parcels has 120 feet of frontage on First Street and 120 feet frontage of Second Street.

Mr. Horsman stated that there are eight lots, generally they are 40' x 140' and a one that is 40' x 120' along First Street and Second Street.

Mr. Zuilhof ask when the family developed the residential development that is currently within the area.

Mr. Rengel described the history of the properties that his family owned and developed, there are about seven or eight houses that they built, however they have not seen residential within this area for nearly 40 years.

Mr. Zuilhof ask the application if there was any objection to the zoning when it was established within that area.

Mr. Rengel stated that he is unable to recall, his father was in charge of the property at that time.

Mr. Miller ask about the potential property tax consequence within the area if there were boat storage or drive thru instead of residential.

Mr. Rengel stated that there would be a substantial tax increase within the area if this were rezoned to commercial, which may help for future development within the area.

Mr. Miller discussed the option of a drive thru concept, he would assume that a potential buyer would have research on why this location would be appropriate for a drive thru.

Mr. Rengel stated that he was not aware of any of their research, most of the interested firms were from out of town.

Mr. Miller stated that visually boat storage could work within the area due to the frontage, however he could not see a drive thru working within this area. Mr. Miller ask if there has been any discussion regarding rezoning the northern half of the lots and keeping the southern half of the parcels as residential.

Mr. Rengel stated that the offer is contingent on all parcels, if all of the parcels were not rezoned the current offer would fall apart.

Mr. Miller stated that is it accurate to characterize the lots on Second Street under your family control are more ample for residential development.

Mr. Rengel stated that the properties along Second, Third, and Fourth Street are more conducive to residential as the two areas in question allow a pass thru onto First Street. Many of the lots in questions this evening would not be appropriate for residential because of traffic considerations.

Bob Waldock, 2015 Cedar Point Road, stated that he owns a total of 17 lots around the proposed area he is not opposed to, or for the plan. The Bicentennial Vision plan calls for residential development to continue along First Street, if the Commission does consider approving the First Street portion would they consider approving it for the Second, Third, and Fourth Street portion. Mr. Waldock stated that he owns the parcels to the west of parcels in question, if the Commission is going to allow the rezoning to these lots he would ask that they consider rezoning the remaining eight lots west of First Street as well.

Mr. Zuilhof stated that he would characterize this as spot zoning, if more of the surrounding lots could be rezoned along First Street it may make more sense. Mr. Zuilhof stated that they should consider the rights of the surrounding property owners and make sure that they are looking at the big picture.

Mr. Miller stated in respect of the Bicentennial Vision plan, what argues in favor for residential and what does mix use entail for this area.

Ms. Byington stated that the plan calls for stabilization of residential, there is currently residential within the area. The plan also calls for infill which be based on the existing use which is residential. It also speaks to mixed use, it does not speak to what is included in the mixed use. Staff as discussed if this corridor should be rezoned to commercial, the CR Commercial Recreation district would permit several uses that could impact the surrounding area. Staff believes that if a rezoning is to occur that it should be a larger area, however to date they have not been convinced that a rezoning would not impact the surrounding properties.

Mr. Zuilhof stated that suggested a planned unit development for this area, as it could mitigate some of the restrictions on the use of the land and create an economically viable option.

Mr. McGory asked if Commercial Recreation would include vacation condos and transient uses.

Ms. Byington stated that vacation rental would be a permitted uses within the Commercial Recreation District.

Mr. McGory ask how many houses are owner occupied vs. tenant occupied.

Ms. Byington stated that they are not aware of the number of owner occupied properties vs. tenant occupied properties.

Mr. Zuilhof stated that there may be a possibility for upscale residential uses within the area, just because residential has not worked to date this does not mean that no residential uses could work within the area.

Mr. McGory stated that he would like staff to evaluate the whole area rather than look at this specific area mentioned in the report.

Mr. Rengel stated that current contract is valid through December 31st however he could see if an extension is possible. He is not sure the **buyer's** timeline for commencing on building. Mr. Rengel stated that they should have started this with Planning Commission, as they will now still have to go to City Commission. He does not believe this is spot zoning as it is on the edge of the CR Commercial Recreation District.

Mr. Zuilhof ask Staff to look into possibly adding more area to be rezoned.

Mr. McGory made a motion to table the application to look into extending the area being considered for rezoning. Mr. McGory stated that he is not pleased with the Bicentennial Vision plan when it comes to this area. He would like staff to work on this quickly as there is a current buyer in place. Mr. Galea seconded the motion.

Mr. Miller stated that an analysis regarding owner occupied vs. rental within the area and the properties being affected, If we were to recommend commercial zoning how does this effect the current residential zoning and how does this transition over time.

With no further discussion the motion was tabled.

Mr. Voltz stated that Nunzia and Camelo Ruta have submitted a petition **for the vacation of a portion of a 20'** alley located between 1625 and 1631 Cleveland Road. The existing use of the land is a vacant property.

The current zoning of the property is General Business GB. The alley proposed to be vacated would be divided between Camelo and Nunzia and District Petroleum Products, Inc. The applicant proposed to utilize the area to create a more marketable parcel for future development. In conclusion planning staff has no objection to recommending approval of the requested vacations to City Commission.

Mr. Galea motioned to approve the proposed petition for the vacation between 1625 and 1631 Cleveland Road; Mr. Waddington seconded the motion.

Mr. Miller ask if there are any public utilities located within this easement; Mr. Voltz stated that there may be an electrical easement on the property owner, but there is no sewer or water lines within the area.

With no further discussion the motion was approved. The motion was approved with a 5/0 vote; Mr. McGory abstained from the vote.

Chip Marous, 1702 Joseph Lloyd Pkwy, Willoughby stated that the Cedar Fair Resort and Attraction Management Facility to be located at 250 Market Street has been a joint venture with Cedar Fair, work in collaboration with BGSU, City of Sandusky and the Port Authority. This is the second project for Marous in downtown Sandusky.

Andrew Kurtz, Dean of BGSU Firelands, stated that he is excited to work on the project. This program will be the home for a Bachelors Degree for Resort and Attraction Management the program would concentrate on amusement parks, museums, zoos, and family entrainment centers. The students will come in as juniors and they will have already completed a co-op with Cedar Fair, they will complete an additional co-op with Cedar Fair in one of their parks before graduating. The first floor will house the education classrooms, gathering spaces, and office for BGSU staff.

Mr. Zuillhof stated that because he lives in close proximity to the proposed development to avoid the appearance of conflict, although he does not believe there is one he will not be voting, however he will bring up points he believes are important for the Commission to consider.

Mr. McGory ask if the upper floors will be student housing.

Mr. Kurtz stated that this is not being called a residential hall, student may reside in this building but it is not a requirement for students.

Mr. Zuillhof ask if each unit conforms to the zoning code in regards minimum square footage.

Mr. McGory ask how they came to decide on this location.

Denver Brooker, Vocon, stated that the site is on the eastern edge of the Central Business District. The school will be located along Hancock Street and East Market Street. Immediately east of the property is public parking as well as diagonal parking. The education portion of the building will occupy approximately 12,000 sq. the first floor will also have a modestly retail area, lobby, fitness, and residential maintenance area. There

will be 10ft easement created as an access way for the parking and service area. The site plan is proposing 32 spaces, eight on-street parking spaces, and three handicapped spaces. There is modest landscaping proposed including maples and boxwoods.

The facility will include both studio apartments and two bedroom apartments. The building will be brand new however they will try to take design cues from the surrounding buildings to create something with a historic design that has a more of modern look. Mr. Brooker described the building materials and colors for the site. He stated that the elevations have been modified since the planning report as there was concerns with the the upper floors being all white. They have extended the gray accent into the fourth floor. The west side of the building is a little more simple design but still matches the other proposed elevation of the building. Mr. Brooker discussed the proposed blade sign. There are also canopies associated with each entrance. The lighting is discrete and simple; they are proposing full cut off fixtures.

Chris Coplin, Mannik & Smith, stated that the site is .08 acres. Mr. Coplin discussed the proposed parking for the site. The site is proposing seven red maples as well white gem boxwoods within the parking islands. The parking stalls are **9' x 19'** and the drive aisle is **24'**, the access drive off Hancock is **20'** and the entrance drive off Market is matching the easement that is in place.

Mr. Voltz stated that site is zoned as Downtown Business District and the applicant is requesting site plan **approval. The building is proposed to be 58' in height which is well within** the height requirement and the building does meet the required parking. The Central Business District does not have parking requirements, however the applicant is proposing to provide parking. There is adjacent parking that sits unused. This development will allow students to live car free, they have indoor bike parking and the site is near the downtown transient hub. Mr. Voltz discussed the survey parking results which will show that this area has very low utilization for parking. Staff does believe the applicant has provided sufficient parking for the **development. Currently the aisle width will require a 1' variance.**

Mr. Horsman stated that this site is within the design review area. Staff reviewed site in accordance with the design guidelines and applicant has addressed any concerns they had. Staff thought the proposed building was appropriate and to scale and height and in accordance with the architecture to the surrounding area.

Mr. Voltz reviewed engineering comments with staff. Staff is recommending approval with the following conditions:

1. Parking blocks shall be utilized so vehicles are not able to be parked within any easement areas.
2. A one foot (1) variance is approved by the Board of Zoning Appeals for the center aisle width in the off street parking area.
3. The lighting shall be in conformance with section 1149.10 and a cut sheet shall be submitted for staff approval that shows lighting for the parking area be dark sky friendly.
4. Dumpster area is screened with material submitted for staff approval.
5. Type of street trees are approved through the City of Sandusky Public Works Department

Mr. Zuilhof stated that he believes that there is a minimum square footage for the apartments within the Downtown Business District, they may get a variance for smaller units.

Mrs. Byington stated that zoning code states that square footage are required to be 400 square feet within the multi- family zoning district.

Mr. McGory ask if the ownership is with Cedar Fair.

Chip Marous stated that the ownership is a joint ownership with Marous and with Cedar Fair.

Mr. McGory ask if the property is still currently owned by the City of Sandusky.

Mrs. Byington stated the purchase of the property will still have to go to City Commission for approval.

Mr. McGory stated that this appears to be a great development, it seems to be a lot of building on a relatively small lot. He stated that it is also unrealistic to state that the occupants of this development will not have cars.

Mr. Galea stated that he believes that they should approve the site plan, more multi- family and dense developments should continue to be proposed for downtown. This type of development is what we want to see within the city.

Mr. Miller motioned to approve the site plan with the conditions indicated by staff; Mr. Galea seconded the motion.

Mr. Zuilhof stated that he was blown away with what they have done and this is a break thru development for the city.

With no further discussion the motion was unanimously approved. The motion was approved with a 5/0 vote. Mr. Zuilhof abstained.

Mr. Galea motioned to untable the application regarding the zoning amendment for properties along First and Second Street and continue the public hearing at the January meeting; Mr. Waddington seconded the motion.

With no further discussion the motion was unanimously approved.

Mr. Hayberger stated that staff will notify the surrounding property owners of the hearing.

Mr. McGory motioned to adjourn the meeting; Mr. Waddington seconded the motion.

With no further business, the meeting at 6:19 PM.

APPROVED:

Casey Sparks, Clerk

Michael Zuilhof, Chairman

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART ELEVEN (PLANNING AND ZONING CODE), TITLE FIVE (ADDITIONAL ZONING REQUIREMENTS), CHAPTER 1161 (LANDMARK PRESERVATION) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, the purpose of the proposed amendments is to clarify specific criteria for granting a certificate of appropriateness and include criteria for demolitions, allow the Landmark Commission to delegate authority to the Planning Department to approve minor changes, add additional language to the minimum maintenance requirements, and for general streamlining and clarifying language in the Ordinance; and

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

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

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

Section 1. Part Eleven (Planning and Zoning Code), Title Five (Additional Zoning Requirements), Chapter 1161 (Landmark Preservation) of the Codified Ordinances of the City is hereby be amended as follows:

CHAPTER 1161
Landmark Preservation

- 1161.01 Intent.
- 1161.02 Definitions.
- 1161.03 Establishment of Landmark Commission.
- 1161.04 Powers and duties of Landmark Commission.
- 1161.05 Approval process for designation of landmarks.
- 1161.06 Criteria for designation of landmarks.
- 1161.07 Certificate of appropriateness.
- 1161.08 National register process.
- 1161.09 Enforcement and penalties.
- 1161.10 Appeals procedures.
- 1161.11 Minimum maintenance requirements.

1161.01 INTENT.

The intent of this Chapter is to: (1) to designate, preserve, protect, and enhance current and future Landmark **and Historic** properties **and structures, and properties within historic districts**, within the City of Sandusky; (2) to foster civic pride in and consistent with established long term goals and policies of the City; (3) to stabilize or improve the aesthetic and economic vitality and values of Landmark **and Historic** sites, **structures, and districts**; (4) to protect and enhance the City's attraction to tourist and visitors; and (5) to promote the use of these sites for the improvements and objects for the education, invigoration, and welfare of the people of the City.

~~(Ord. 15-161. Passed 11-23-15.)~~

1161.02 DEFINITIONS.

(a) "Alteration" means any act or process that changes one or more of the exterior architecture features of a building or structure; including, but not limited to, the erection, construction, reconstruction, or removal of the building or structure.

(b) "Addition" means any act or process that changes one or more of the exterior architectural features of a building or structure by adding to, joining with or increasing the size or capacity of the building or structure.

(c) "Archaeological/Historic/Landmark Site" means a single site, including the associated buildings, structures, and plant life, which is considered to have historic and/ or prehistoric significance due to its association with past events of historical, cultural, architectural, and/or archeological value.

(d) "Building" means a structure which is permanently affixed to the land, having one or more floors and a roof, being bounded by either open spaces or lot lines, and used as a shelter or enclosure for persons, animals, or property. "Building" shall be used synonymously with "structure" unless otherwise noted and shall be construed as if followed by the words "part or parts thereof".

(e) ~~"Landmark~~ "Landmark Certificate of Appropriateness" means a certificate issued by the ~~Sandusky~~ Landmark Commission indicating that a proposed change, alteration, or demolition of a **Landmark or Historic** building or structure within a historic site, district, or on the National Registry of ~~H~~**Historic-buildings Places**, is in accordance with the provisions of this Chapter and local design guidelines.

(f) "Change" means any exterior alteration, demolition, removal or construction involving any **structures and sites property** subject to the provisions of this Chapter.

(g) "Construction" means the act of constructing an addition to an existing structure or the erection of a new principal or accessory structure on a lot or property.

(h) "Demolition" means any act or process that destroys in part or in whole any building or structure.

(i) "Historic District" **and/or "Historic Building"** means any area **or building listed on the National Register of Historic Places**~~designated by ordinance of the City Commission which may contain within definable geographic boundaries, buildings, structures or sites of historic, architectural or archaeological significance.~~

~~(j) "Landmark Commission" means the Commission established under the provisions of the enabling legislation.~~

(~~k~~j) "Historic Structure" means any building or structure which has historic, architectural or archaeological significance and has been so designated according to the provisions of this Chapter. The significance of a property to the history, architecture, archaeology, engineering, or culture of a community, state, or the nation may be achieved in several ways:

- (1) Association with broad pattern of our history, events, activities, or patterns;
- (2) Association with important persons;
- (3) Distinctive physical characteristics of design, construction, or form;
- (4) Potential to yield information important in history or prehistory (archaeology);

(~~k~~) "Landmark" means any building, structure or archaeological site that has been designated as a "landmark" by ordinance of the City Commission, pursuant to procedures ~~pr~~escribed herein, that is worthy of preservation, restoration or rehabilitation because of its historic, architectural or archaeological significance.

(l) "Landmark Commission" means the Commission established under the provisions of the enabling legislation.

(m) "Owner" means the owner or owners of record.

(n) "Preservation" means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property.

(o) "Reconstruction" means the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

(p) "Rehabilitation" means the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features, which convey its historical, cultural, or architectural values.

(q) "Restoration" means the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

~~(Ord. 15-161. Passed 11-23-15.)~~

1161.03 ESTABLISHMENT OF LANDMARK COMMISSION.

(a) The hereby established City of Sandusky Landmark Commission shall consist of seven (7) members; the President of the City Commission or another member of the City Commission designated by the President and confirmed by the City Commission to serve in his place, and six (6) citizens of the City each of whom shall serve without compensation and shall be appointed by the City Commission for a term of three (3) years. The terms of the citizen members shall be so arranged that the term of two members will expire each year.

(b) The ~~Sandusky~~ Landmark Commission shall meet ~~as needed monthly,~~ **unless determined otherwise, and at the call of the Chairman and at such other times as the Landmark Commission may determine.**

(c) The ~~Sandusky~~ Landmark Commission meetings shall comply with Federal and State laws dealing with public meetings and meeting notices.

(d) The ~~Sandusky~~ Landmark Commission members shall be subject to the provisions of the City Charter and these Codified Ordinances regarding conflict of interest and ethics. In addition, ~~the Sandusky~~ Landmark Commission members shall be subject to related provisions of the Ohio Revised Code.

(e) The ~~Sandusky~~ Landmark Commission, designated City Staff, or others shall prepare a written report at least once a year, for submission to the City Manager and City Commission that summarizes the ~~Sandusky~~ Landmark Commission activities, cases, and recommendations. Such reports shall be available for public inspections.

(f) At a minimum two members shall be professionals or **have** expertise in the following disciplines need to be represented: architecture, history, planning, archaeology, or related disciplines, to the extent available within the community.

(g) To the extent possible, the ~~Sandusky~~ Landmark Commission should regularly complete annual training regarding historic preservation provided by Staff.

(h) The ~~Sandusky~~ Landmark Commission shall meet at least 4 times per year, meetings shall be held in a public place, advertised, and open to the public.

~~(Ord. 17-053. Passed 3-13-17.)~~

1161.04 POWERS AND DUTIES OF LANDMARK COMMISSION.

(a) To recommend to City Commission legislation for designation of individual **landmark** properties, **sites**, and ~~historic~~ districts that would serve to beautify, protect, preserve, restore, and develop the City.

(b) To study problems and determine the needs of the City in restoring and preserving historic ~~landmarks~~ **buildings, structures**, areas, and neighborhoods.

(c) To review and act on all applications for Certificates of Appropriateness as required and utilize Roberts Rules of Order for this action.

(d) Review applications for ~~renovations for~~ **changes to** existing landmark **and historic** buildings **and sites** within the City.

(e) Work to erect historic markers to denote landmark **and historic** buildings within the City.

(f) Act as a liaison on behalf of the City of Sandusky to individuals and organizations concerned with historic preservation; educate citizens regarding historic preservation issues and concerns.

(g) The ~~Sandusky~~ Landmark Commission and City Planning Staff shall maintain a surveyed inventory for historic and cultural resources within the City. The inventory will detail designated districts, sites, and/or structures. This inventory will be submitted to the State Historic Preservation Office and open to the public. The inventory shall be updated periodically to reflect changes, alterations, and demolitions.

~~(Ord. 15-161. Passed 11-23-15.)~~

1161.05 APPROVAL PROCESS FOR DESIGNATION OF LANDMARKS.

The ~~Sandusky~~ Landmark Commission shall review all landmark designation applications and make a recommendation of approval or denial based on the Criteria for Designation of Landmarks found in Section 1161.06. ~~Sandusky~~ **The** City Commission shall have final approval on the application. All applications shall be reviewed by ~~Sandusky~~ Landmark Commission within forty-five (45) days after a completed application is submitted. Applications must include owners or majority of owners consent in order to be considered complete. All meetings shall be

available to the public, and agendas shall be publically advertised. A written notification of the ~~Sandusky~~ Landmark Commission's recommendation will also be sent to each applicant by regular mail. Detailed minutes of the meeting and decision rendered by the ~~Sandusky~~ Landmark Commission shall be kept on file and available for public inspection.
(~~Ord. 15-161. Passed 11-23-15.~~)

1161.06 CRITERIA FOR DESIGNATION OF LANDMARKS.

An object, site or building, which is at least fifty (50) years old, may be designated for preservation as a landmark site or landmark district if it has significant character, interest or value as part of the development, heritage, or cultural characteristics of the City, state, or nation, if it has integrity, or the ability to convey its significance, and if it falls into one of the following categories:

(a) It is in the location of, or is associated in a significant way with, a historic event with a significant effect upon the community, city, state, or nation; or

(b) It is associated in a significant way with the life of a person important in the history of the city, state, or nation; or

(c) It is associated in a significant way with a significant aspect of the cultural, political, or economic heritage of the community, city, state or nation; or

(d) It embodies the distinctive visible characteristics of an architectural style, or period, or of a method of construction; or

(e) It is an outstanding work of a designer or builder; or

(f) Because of its prominence of spatial location, contrasts of siting, age, or scale it is an easily identifiable visual feature of its neighborhood or the City and contributes to the distinctive quality or identity of such neighborhood or the City.

(g) The Secretary of Interior Standards for Rehabilitation shall be utilized when applications for Certificates of Appropriateness.

(h) The property owner shall indicate consent for the Landmark **building, structure, or site** designation.

(i) Sixty percent (**60%**) of the affected property owners must consent to **the** proposed Landmark **district** designation.

(~~Ord. 15-161. Passed 11-23-15.~~)

1161.07 CERTIFICATE OF APPROPRIATENESS.

(a) Certificate of Appropriateness shall be required for all ~~renovations, alterations, and demolition~~ changes to existing ~~L~~landmark and Historic buildings, sites, structures and districts.

(b) The Landmark Commission delegates to the Planning Department staff the authority to administratively review and grant a Certificate of Appropriateness without formal action by the Landmark Commission in the following circumstance:

(1) The Landmark Commission grants the authority to approve minor changes such as, but not limited to, landscaping, fencing, and changes approved by the State Historic Preservation Office. The Landmark Commission shall have the ability to rescind the granting of said authority.

(2) If the Planning Department does not grant administrative approval of an application, the applicant may request that the application be referred to the Landmark Commission and will be considered in accordance with the application review schedule contained in this Section.

(3) Any changes that were approved by the Planning Department staff shall be communicated to the Landmark Commission at their subsequent meeting.

~~(bc)~~ The ~~Sandusky~~ Landmark Commission shall prepare an application form and a list of the procedures necessary for obtaining Certificates of Appropriateness, which shall be made available to the general public. All applicants must submit applications to the Sandusky Planning Department.

(d) In evaluating applications for changes to Landmark and Historic buildings, sites or districts, the Landmark Commission shall consider the following standards created by the U.S. Department of the Interior, including:

(1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment;

(2) The historic character of a property shall be retained and preserved. The removal of historic materials or alternation of features and spaces that characterize a property shall be avoided;

(3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken;

(4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved;

(5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved;

(6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence;

(7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible;

(8) Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken;

(9) New additions, exterior, alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment; and

(10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(e) All applications for demolition of existing Landmark and Historic buildings, sites, or districts shall include, but are not limited to:

(1) A report as to the structural soundness of the building prepared by professionals experienced in preservation and rehabilitation;

(2) Estimates of the costs and income for rehabilitation of the building;

(3) Estimates of the costs and income for new development;

(4) Valuation of the property;

(5) Preliminary development plans.

(f) The Landmark Commission shall consider the following factors in evaluating applications for demolition of existing Landmark and Historic buildings, sites, or districts:

- (1) The architectural and historic significance of the building;
- (2) The significance of the building in contributing to the architectural or historic character of its surroundings;
- (3) The economic feasibility of rehabilitation and reuse of the building;
- (4) The extent to which the owner sought out alternative uses for the property;
- (5) The extent to which the proposed redevelopment implements the goals of the city's comprehensive plan;
- (6) If demolition is necessary due to imminent safety hazards, as determined in writing by the City's Building Department or Fire Department.

(eg) All applications shall be reviewed by the Landmark Commission within forty-five (45) days after a completed application is submitted, **unless the application is approved pursuant to Section 1161.07(b)**. The applicant shall be given written notice of the meeting at which his or her application will be considered. All Certificate of Appropriateness applications shall be reviewed utilizing the preservation design guidelines, on file at the ~~Department of Community Development~~ **Planning Department**, as well as which are the Secretary of Interior Standards for Rehabilitation. A written notification of the ~~Sandusky~~ Landmark Commission's decision will also be sent to each applicant by regular mail.

~~(Ord. 15-161. Passed 11-23-15.)~~

1161.08 NATIONAL REGISTER PROCESS.

In accordance with the National Historic Preservation Amendments Act of 1980, the Landmark Commission shall submit a report to the State Historic Preservation Office (SHPO) regarding the eligibility of each property or District proposed for nomination to the National Register within the City. This report shall include the recommendation of the ~~Historic Preservation Commission~~ **Landmark Commission** and the majority of City Commission. A copy of the report prepared by the **Landmark** Commission for SHPO shall be made available for public inspection.

The Landmark Commission will be involved in the National Register process in the following manner:

(a) The SHPO will forward a copy of completed National Register nominations with a staff review sheet to the ~~Sandusky~~ Landmark Commission for all properties within the City prior to the preliminary review of the nomination

unless the **Landmark** Commission itself has initiated or reviewed the nomination prior to submission to the SHPO.

b) Following the initial review by Ohio Historic Site Preservation Advisory Board (OHSPAB), the State Review Board, and prior to the final review of the nomination, the ~~Sandusky~~ Landmark Commission shall inform the SHPO and the property owner(s) as to their opinion regarding the eligibility of the property.

(c) If the City Commission recommends that a property not be nominated, the SHPO will so inform the property owner(s), the State Review Board, and the property will not be nominated unless an appeal is filed with the State Historical Preservation Officer under the regulations established for the appeals process which is outlined in 36 CFR (Code of Federal Regulations), Part 60.

(d) If either or both the ~~Sandusky~~ Landmark Commission and the majority of City Commission agree that the property should be nominated, the nomination will be scheduled for final review by the Ohio Historic Site Preservation Advisory Board. If no report is submitted, the nomination will be reviewed within sixty days. The opinion or opinions of the ~~Sandusky~~ Landmark Commission and the majority of City Commission will be presented to OHSPAB for its consideration.

(e) The Ohio Historic Site Preservation Advisory Board after considering all opinions shall make its recommendation to the State Historic Preservation Officer. Either the ~~Sandusky~~ Landmark Commission or the majority of City Commission may appeal the final decision of the SHPO under the aforementioned appeals procedure.

(f) If necessary, the ~~Sandusky~~ Landmark Commission shall seek assistance of academics or others from professional disciplines when considering a National Register nomination.

~~(Ord. 15-161. Passed 11-23-15.)~~

1161.09 ENFORCEMENT AND PENALTIES.

(a) If it is found that any of the provisions of these standards are being violated, a person or a corporation shall be guilty of a misdemeanor of the fourth degree where: any violation of any of the provisions of this zoning code exists in a building or tract of land, and a stop work order or notice of zoning violation has been served on the owner agent, lessee, or tenant of the building of tract of land, or part thereof, or upon the architect, builder, contractor, or any person who commits or assists in any violation, and the person fails to comply with such order within 72 hours of receipt of a stop work order or written notice.

(b) Any persons who fails to comply within the specified time shall be guilty of a misdemeanor of the fourth degree with each day the violation continues being a separate offense.

(c) Filing an appropriate appeal to any order issued pursuant to the provision of 1109.07 shall toll the time for compliance with such order until the appeal is ruled upon.

(Ord. 15-161. Passed 11-23-15.)

1161.10 APPEALS PROCEDURES.

(a) Decisions by the ~~Sandusky~~ Landmark Commission may be appealed in writing to the City Commission within ten (10) days of the ~~Sandusky~~ Landmark Commission hearing. No building permit or other permit required for the activity applied for shall be issued during the ten-day period or while an appeal is pending.

(b) The City Commission shall consider an appeal within thirty (30) days of receipt and shall utilize the written findings of the ~~Sandusky~~ Landmark Commission in rendering their decision. A simple majority vote of the City Commission membership shall be required to overturn or modify a decision of the ~~Sandusky~~ Landmark Commission.

~~(Ord. 15-161. Passed 11-23-15.)~~

1161.11 MINIMUM MAINTENANCE REQUIREMENTS.

(a) No owner of a building or structure in the historic district shall by willful action or willful neglect, fail to provide sufficient and reasonable care in the maintenance and upkeep to assure such building's perpetuation and to prevent its destruction by deterioration. The owner of a protected property shall provide sufficient maintenance to ensure its protection from hazards and to prevent deterioration or destruction.

(b) It shall be the duty of the Building Department and Division of Code Compliance to enforce this Section according to the City's Building Code. The Landmark Commission, on its own initiative, may notify the Division of Code Compliance and request that action is taken against any owner who is in violation of this Section.

~~(Ord. 15-161. Passed 11-23-15.)~~

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:



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: Matthew D. Lasko, Chief Development Officer

Date: February 13, 2019

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

Items for Consideration: Legislation approving an Enterprise Zone Tax Abatement Agreement (the “Agreement”) between the City of Sandusky and Cooke Building, LLC, an Ohio limited liability company, for the purposes of furthering economic development efforts in the City.

Background Information: Cooke Building, LLC is owned by Richard & Meghan Hogrefe (the “Hogrefe’s”). The Hogrefe’s have purchased eleven (11) buildings in downtown Sandusky and two (2) buildings in Bayview. The Hogrefe’s have and are investing significantly to renovate and restore many properties in Sandusky. Most recently, the Hogrefe’s, with attention to historic detail, beautifully restored and invested \$3M into the Schmidt building at 246 E. Market Street into eight (8) residential apartment units and three (3) retail/commercial storefronts.

The Hogrefe’s have recently acquired the partially vacant commercial buildings located at 119 E. Market Street 154-162 Columbus Avenue and further identified as Permanent Parcel Nos. 56-00527.000, 56-00528.000 and 56-00528.001. The Hogrefe’s are now desirous of substantially rehabilitating the approximate thirty-five thousand (35,000) square foot buildings into leasable retail and commercial space along with entertainment and event space on the third floor. The project calls for an investment of between \$6,000,000 - \$7,000,000 in new construction/renovation and approximately \$500,000 in furniture, fixtures and equipment. However, based on the cost of rehabilitation versus what the leasable spaces can be rented out for, the Hogrefe’s have requested real estate tax abatement through the Enterprise Zone program to realize operational tax liability savings for the first ten (10) years of the project until the project has stabilized, and market rents have increased.

Additional terms of the proposed Agreement call for the project to be completed by September 1, 2020 but in no instance later than December 31, 2020. Further, the project is to result in the hiring of no less than eight (8) new employment positions no later than June 30, 2021 and an increase in annual payroll of minimally \$300,000.

Based on this investment and the importance of the project for both preserving our historic downtown building stock and bringing leasable commercial and retail space to market, staff is

recommending approving a 10-year, 75% real estate tax abatement on the increase to the assessed valuation on the property.

Pursuant to ORC Section 5709.83, the Sandusky City Schools have been afforded the appropriate notice based on a certain school notification letter that was delivered on February 11, 2019.

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain construction jobs in the local economy and will create a minimum of eight (8) permanent full- and part-time employment positions that will be subject to City income tax. Additionally, the new real estate tax revenues in years 1-30 will be paid into the Central Public Improvement Tax Increment Equivalent Fund.

Action Requested: It is requested that the proper legislation be prepared to allow the City of Sandusky to enter into an EZ Tax Abatement Agreement with Cooke Building, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to immediately approve the EZ Tax Abatement Agreement and allow the Hogrefe's to move forward with final budgetary planning and ensure the full benefit of the abatement is realized

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
Trevor Hayberger, Law Director
Hank Solowiej, Finance Director



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

February 11, 2019

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

Re: Cooke Building, LLC - Request for Enterprise Zone Abatement Agreement

Dear Ms. Deppert:

The City of Sandusky has received a request for tax abatement from Cooke Building, LLC under the Enterprise Zone (EZ) abatement program for the rehabilitation of a commercial/retail facility located at 154-162 Columbus Avenue and 119 E. Market Street, Sandusky, Ohio 44870. This will be a historic rehabilitation project including three (3) legal permanent parcels and two (2) distinct buildings.

The City's Community Development Department has reviewed this request and is recommending that an Enterprise Zone Agreement be approved consistent with the terms and conditions enumerated below. These terms and conditions have now been accepted by the company.

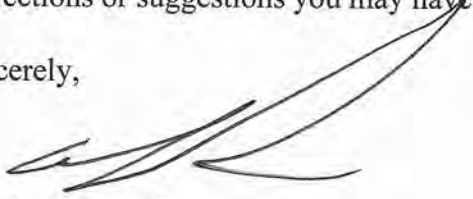
1. Abatement of taxes of new real estate taxes for improvements made at the Project Site for a period of ten (10) years at 75% is recommended. The company will be granted abatement on the appraised value of the new real improvements.
2. The company's investment includes the rehabilitation of the three-story structure that, once completed, will use the third floor for entertainment purposes, the second floor as office space and ground floor retail. The estimated value of the improvements including acquisition costs is between \$6,500,000 - \$7,500,000 – not including furniture, fixtures and equipment.
3. The company will pay an annual monitoring fee of \$200 payable to the City of Sandusky no later than April 15th of the year following each year the agreement is effective.
4. The company and its tenants will create a minimum of ten (10) new full-time and part-time jobs between March 1, 2020 – July 1, 2020. The minimum stabilized payroll for the company and tenants is estimated to between \$260,000 - \$350,000 annually.
5. All other standard terms and conditions apply.

This project will create new employees and payroll immediately upon completion of construction. Furthermore, this project repurposes and rejuvenates one of downtown's most iconic buildings and one that is listed individually on the National Register of Historic Places. We believe that this project is instrumental in fully realizing the potential of downtown while maintaining our historic building stock and its proposal is in the best interests of all parties and we hope that the Sandusky Schools agree.

Pursuant to Ohio Revised Code Section 5709.83 the Sandusky City Schools are hereby notified that the City of Sandusky will consider the request at its Commission meeting on February 25, 2019.

We have attached the company's Enterprise Zone Application. Please review these documents and contact the undersigned at 419-627-5707 or via e-mail at mlasko@ci.sandusky.oh.us with any questions, corrections or suggestions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew D. Lasko', with a long, sweeping horizontal stroke extending to the right.

Matthew D. Lasko
Chief Development Officer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH COOKE BUILDING, LLC; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

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

WHEREAS, Richard and Meghan Hogrefe are the owners of Cooke Building, LLC, and have purchased eleven (11) buildings in downtown Sandusky and have and are investing significantly to renovate and restore many properties in Sandusky, and most recently, restored the Schmidt building at 246 E. Market Street into eight (8) residential apartment units and three (3) retail/commercial storefronts; and

WHEREAS, the Hogrefe's have recently acquired the partially vacant commercial buildings located at 119 E. Market Street 154-162 Columbus Avenue, further identified as Permanent Parcel Nos. 56-00527.000, 56-00528.000 and 56-00528.001, and intend to substantially rehabilitate the approximate thirty-five thousand (35,000) square foot buildings into leasable retail and commercial space along with entertainment and event space on the third floor and the project proposes an investment of between \$6,000,000 - \$7,000,000 in new construction/renovation and approximately \$500,000 in furniture, fixtures and equipment; and

WHEREAS, the City received a request for Enterprise Zone tax abatement from Cooke Building, LLC, for their rehabilitation project; and

WHEREAS, it is recommended to approve a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property, based on the investment and the importance of the project for both preserving the City's historic downtown building stock and bringing leasable commercial and retail space to market; and

PAGE 2 - ORDINANCE NO. _____

WHEREAS, pursuant to Ohio Revised Code §5709.83, the Board of Education of the Sandusky City Schools was notified in writing of the request for tax exemption by letter dated and delivered on February 11, 2019; and

WHEREAS, this proposed project will have an ongoing positive impact the City's General Fund as 25% of the increase in value will be subject to real estate taxes during the abatement period and the project will help sustain construction jobs in the local economy and will additionally create a minimum of eight (8) full- and part-time employment positions that will be subject to City income tax; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to expedite approval of the agreement and allow the Hogrefe's to move forward with final budgetary planning and ensure the full benefit of the abatement is realized; and

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

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

Section 1. This Commission hereby approves the Enterprise Zone Agreement pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

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

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

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

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

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

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

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

Passed: February 25, 2019

ENTERPRISE ZONE AGREEMENT

This agreement made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 222 Meigs Street Sandusky, Ohio 44870 (the "City"), and Cooke Building, LLC, an Ohio limited liability company, with offices located at 5235 Castle Hills Drive, San Diego, California 92109 (the "Company"),

WITNESSETH:

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

WHEREAS, the owners of the Company have purchased and renovated in part eleven (11) properties within the City of Sandusky. The Company has recently acquired two (2) partially vacant commercial buildings located at 154-162 Columbus Avenue, Sandusky, Ohio 44870 and 119 E. Market Street, Sandusky, Ohio 44870 and further identified as Permanent Parcel Nos. 56-00527.000, 56-00528.000 and 56-00528.001. The Company is now desirous of substantially rehabilitating the approximate thirty-five thousand (35,000) combined square foot buildings into leasable retail and commercial space along with upper floor entertainment space. The Company will invest between \$6,000,000 - \$7,000,000 in new construction and approximately \$500,000 in furniture, fixtures and equipment (the "Project"), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

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

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

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

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

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

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

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

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

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

1. The Company shall renovate approximately thirty-five thousand (35,000) square foot in two (2) historic buildings to be utilized for lease to retail and commercial tenants while also creating entertainment space on the third floor. The Company estimates an anticipated real estate investment for the Project between \$6,000,000 - \$7,000,000 not including acquisition costs. Furthermore, the Company will install approximately \$500,000 in furniture, fixtures, equipment and machinery for the Project. The Project represents a significant new investment at the site. The construction is expected to be complete by September 1, 2020 but no later than December 31, 2020.

2. The Company shall create or cause to be created the equivalent of eight (8) new full-time equivalent job opportunities within the time period outlined below.

The Company schedule for hiring is to hire or cause to be hired eight (8) new jobs by June 30, 2021. The job creation period begins March 1, 2020 and all jobs are expected to be in place by June 30, 2021.

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

This total increase in the number of employees over the entire job creation period will result in approximately \$300,000.00 (dollars) of additional annual payroll for the Company or made possible by the Company. The following is an itemization by the type of new jobs created: permanent full-time \$250,000.00, permanent part-time \$50,000.00 and temporary full-time \$0.

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

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

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

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

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2020 nor extend beyond 2029.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows.]

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this ____ day of _____, 2019 and Cooke Building, LLC by Richard Hogrefe, its _____, and by Meghan Hogrefe its _____ has caused this instrument to be executed on this ____ day of _____, 2019.

CITY OF SANDUSKY, OHIO

By: _____
Eric Wobser, City Manager

COOKE BUILDING, LLC

By: _____
Richard Hogrefe, its: _____

By: _____
Meghan Hogrefe, its: _____

Approved as to form:

By: _____
Director of Law

Date: _____, 2019

EXHIBIT A

[Attach Application]

DRAFT

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

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the _____ (local legislative authorities) _____ located in the County of _____ and Cooke, LLC

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

Cooke, LLC

enterprise name

858-688-2874 Richard
617-817-3261 Meghan

telephone number

Richard and Meghan Hogrefe

contact person

5235 Castle Hills Drive San Diego, CA 92109

address

- 1b. Project site: Cooke Complex

Richard and Meghan Hogrefe

contact person

858-688-2874 Richard
617-817-3261 Meghan

telephone number

156-162 Columbus Ave and 119 E. Market Street Sandusky, OH 44870

address

- 2a. Nature of business (manufacturing, distribution, wholesale or other).
Real Estate Development

- 2b. List primary 6 digit NAICS # 531390 .
Business may list other relevant SIC numbers.

- 2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)
- N/A
-
- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
- Limited Liability Corporation
-
3. Name of principal owner(s) or officers of the business (attach list if necessary).
- Richard and Meghan Hogrefe
-
4. Is business seasonal in nature? Yes___ No^x___
- 5a. State the enterprise's current employment level at the proposed project site:
- 0
-
- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.
- Yes___ No^x___
- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:
- N/A
-
- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
- 0
-
- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:
- N/A
- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?
- N/A
- 6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No X

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

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes___ No XX

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Yes___ No X

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

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

Renovate Cooke Buildig with an attempt to returen to the late 1800's look. Add safety feature and elevator.

Rehabilitate full upper floor for entertainment, 2nd floore as office space. All first floor is retail space.

9. Project will begin March 1, 2019 and be completed September 1, 2020 provided a tax exemption is provided.

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

Developing Space

5 FT, 5 PT

10b. State the time frame of this projected hiring: N/A 1.25 years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary

MARCH 1, 2019 - JULY 1, 2020

employees): N/A

- 11a. Estimate the amount of annual payroll such new employees will add \$ N/A (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

260,000 Ft , 91,000 PT

- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ N/A

12. Market value of the existing facility as determined for local property taxation.
\$ \$486,650.00

- 13a. Business's total current investment in the facility as of the proposal's submission.
\$ \$7.0M

- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
\$ 0

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	<u>Minimum</u>	<u>Maximum</u>
A.Acquisition of Buildings:	\$ 500K	\$ 500K
B.Additions/New Construction:	\$	\$
C.Improvements to existing buildings:	\$ 6.0M	\$ \$7.0M
D.Machinery & Equipment:	\$ 500K	\$ 500K
E.Furniture & Fixtures:	\$	\$
F.Inventory:	\$	\$
Total New Project Investment:	\$ \$7.0M	\$ 8.0M

15. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real _____ and/or personal property including inventory _____ as described above. Be specific as to type of assets, rate, and term.
-
-

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

The main purpose is to keep the rental rates as low as possible while Sandusky grows over the next

5-10 years to allow the higher rates high property taxes will require.

At this time we pay \$15k in taxes. Our rental model includes a future rate of \$40K.

A rate much higher than that will require us to raise rents even higher.

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

Applicant agrees to supply additional information upon request.

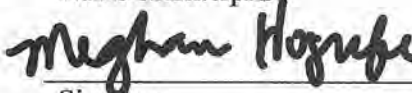
The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development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

Cooke, LLC

1/30/19

Name of Enterprise

Date

 RH

Meghan and Richard Hogrefe

Signature

Typed Name and Title

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

** Attach to Final Enterprise Zone Agreement as Exhibit A

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



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: Matthew D. Lasko, Chief Development Officer

Date: February 13, 2019

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

Items for Consideration: Legislation approving an Enterprise Zone Tax Abatement Agreement (the “Agreement”) between the City of Sandusky and Huntley Building, LLC, an Ohio limited liability company, for the purposes of furthering economic development efforts in the City.

Background Information: Huntley Building, LLC is owned by Richard & Meghan Hogrefe (the “Hogrefe’s”). The Hogrefe’s have purchased eleven (11) buildings in downtown Sandusky and two (2) buildings in Bayview. The Hogrefe’s have and are investing significantly to renovate and restore many properties in Sandusky. Most recently, the Hogrefe’s, with attention to historic detail, beautifully restored and invested \$3M into the Schmidt building at 246 E. Market Street into eight (8) residential apartment units and three (3) retail/commercial storefronts.

The Hogrefe’s have recently acquired the formerly and entirely vacant commercial building located at 133 E. Market Street and further identified as Permanent Parcel No. 56-00816.000. The Hogrefe’s are now desirous of substantially rehabilitating the approximate thirty thousand (30,000) square foot building into leasable retail and commercial space. The project calls for an investment of between \$1,500,000 - \$2,500,000 in new construction/renovation and between \$100,000 - \$200,000 in furniture, fixtures and equipment. However, based on the cost of rehabilitation versus what the leasable spaces can be rented out for, the Hogrefe’s have requested real estate tax abatement through the Enterprise Zone program to realize operational tax liability savings for the first ten (10) years of the project until the project has stabilized, and market rents have increased.

Additional terms of the proposed Agreement call for the project to be completed by June 30, 2019 but in no instance later than December 31, 2019. Further, the project is to result in the hiring of no less than ten (10) new employment positions no later than June 30, 2020 and an increase in annual payroll of minimally \$150,000.

Based on this investment and the importance of the project for both preserving our historic downtown building stock and bringing leasable commercial and retail space to market, staff is recommending approving a 10-year, 75% real estate tax abatement on the increase to the assessed valuation on the property.

Pursuant to ORC Section 5709.83, the Sandusky City Schools have been afforded the appropriate notice based on a certain school notification letter that was delivered on February 11, 2019.

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain construction jobs in the local economy and will create a minimum of ten (10) permanent full- and part-time employment positions that will be subject to City income tax. Additionally, the new real estate tax revenues in years 1-30 will be paid into the Central Public Improvement Tax Increment Equivalent Fund.

Action Requested: It is requested that the proper legislation be prepared to allow the City of Sandusky to enter into an EZ Tax Abatement Agreement with Huntley Building, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to immediately approve the EZ Tax Abatement Agreement and allow the Hogrefe's to move forward with final budgetary planning and ensure the full benefit of the abatement is realized.

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
Trevor Hayberger, Law Director
Hank Solowiej, Finance Director



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

February 11, 2019

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

Re: Huntley Building, LLC - Request for Enterprise Zone Abatement Agreement

Dear Ms. Deppert:

The City of Sandusky has received a request for tax abatement from Huntley Building, LLC under the Enterprise Zone (EZ) abatement program for the rehabilitation of a commercial/retail facility located at 133 E. Market Street, Sandusky, Ohio 44870. This will be a historic rehabilitation project including one (1) legal permanent parcel and one (1) building formerly known as the "Huntley."

The City's Community Development Department has reviewed this request and is recommending that an Enterprise Zone Agreement be approved consistent with the terms and conditions enumerated below. These terms and conditions have now been accepted by the company.

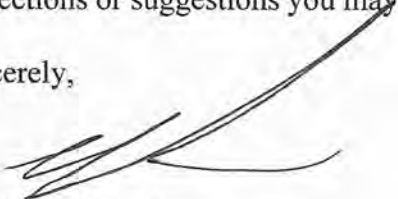
1. Abatement of taxes of new real estate taxes for improvements made at the Project Site for a period of ten (10) years at 75% is recommended. The company will be granted abatement on the appraised value of the new real improvements.
2. The company's investment includes the rehabilitation of the two-story structure that, once completed, will also utilize the basement for leasable space. The facility will be called the "Marketplace at Cooke" and house smaller retail and food vendors inside. The estimated value of the improvements including acquisition costs is between \$1,950,000 - \$2,950,000 – not including furniture, fixtures and equipment.
3. The company will pay an annual monitoring fee of \$200 payable to the City of Sandusky no later than April 15th of the year following each year the agreement is effective.
4. The company and its tenants will create a minimum of twelve (12) new full-time and part-time jobs between now and April 30, 2019. The minimum stabilized payroll for the company and tenants is estimated to be between \$150,000 - \$175,000 annually.
5. All other standard terms and conditions apply.

This project will create new employees and payroll immediately upon completion of construction. Furthermore, this project repurposes and rejuvenates one of downtown's most iconic buildings while creating a diverse marketplace for entrepreneurial small businesses. We believe that this project is instrumental in fully realizing the potential of downtown while maintaining our historic building stock and its proposal is in the best interests of all parties and we hope that the Sandusky Schools agree.

Pursuant to Ohio Revised Code Section 5709.83 the Sandusky City Schools are hereby notified that the City of Sandusky will consider the request at its Commission meeting on February 25, 2019.

We have attached the company's Enterprise Zone Application. Please review these documents and contact the undersigned at 419-627-5707 or via e-mail at mlasko@ci.sandusky.oh.us with any questions, corrections or suggestions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew D. Lasko', written over a horizontal line.

Matthew D. Lasko
Chief Development Officer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH HUNTLEY BUILDING, LLC; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

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

WHEREAS, Richard and Meghan Hogrefe are the owners of Huntley Building, LLC, and have purchased eleven (11) buildings in downtown Sandusky and have and are investing significantly to renovate and restore many properties in Sandusky, and most recently, restored the Schmidt building at 246 E. Market Street into eight (8) residential apartment units and three (3) retail/commercial storefronts; and

WHEREAS, the Hogrefe’s have recently acquired the vacant commercial building located at 133 E. Market Street, further identified as Permanent Parcel No. 56-00816.000, and intend to substantially rehabilitate the approximate thirty thousand (30,000) square foot building into leasable retail and commercial space and the project proposes for an investment of between \$1,500,000 - \$2,500,000 in new construction/renovation and between \$100,000 - \$200,000 in furniture, fixtures and equipment; and

WHEREAS, the City received a request for Enterprise Zone tax abatement from Huntley Building, LLC, for their rehabilitation project; and

WHEREAS, it is recommended to approve a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property, based on the investment and the importance of the project for both preserving the City’s historic downtown building stock and bringing leasable commercial and retail space to market; and

PAGE 2 - ORDINANCE NO. _____

WHEREAS, pursuant to Ohio Revised Code §5709.83, the Board of Education of the Sandusky City Schools was notified in writing of the request for tax exemption by letter dated and delivered on February 11, 2019; and

WHEREAS, this proposed project will have an ongoing positive impact the City's General Fund as 25% of the increase in value will be subject to real estate taxes during the abatement period and the project will help sustain construction jobs in the local economy and will additionally create a minimum of ten (10) full- and part-time employment positions that will be subject to City income tax; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to expedite approval of the agreement and allow the Hogrefe's to move forward with final budgetary planning and ensure the full benefit of the abatement is realized; and

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

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

Section 1. This Commission hereby approves the Enterprise Zone Agreement pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

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

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

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

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

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

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

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

Passed: February 25, 2019

ENTERPRISE ZONE AGREEMENT

This agreement made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 222 Meigs Street Sandusky, Ohio 44870 (the "City"), and Huntley Building, LLC, an Ohio limited liability company, with offices located at 5235 Castle Hills Drive, San Diego, California 92109 (the "Company"),

WITNESSETH:

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

WHEREAS, the owners of the Company have purchased and renovated in part eleven (11) properties within the City of Sandusky. The Company has recently acquired the formerly and entirely vacant commercial building located at 133 E. Market Street, Sandusky, Ohio 44870 and further identified as Permanent Parcel No. 56-00816.000. The Company is now desirous of substantially rehabilitating the approximate thirty thousand (30,000) square foot building into leasable retail and commercial space. The Company will invest between \$1,500,000 - \$2,500,000 in new construction and between \$100,000 - \$200,000 in furniture, fixtures and equipment (the "Project"), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

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

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

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

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

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

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

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

WHEREAS, pursuant to Section 5709.62(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth

their agreement with respect to matters hereinafter contained;

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

1. The Company shall renovate an approximate thirty thousand (30,000) square foot historic building to be utilized for lease to retail and commercial tenants. The Company estimates an anticipated real estate investment for the Project between \$1,500,000 - \$2,500,000 not including acquisition costs. Furthermore, the Company will install between \$100,000 - \$200,000 in furniture, fixtures, equipment and machinery for the Project. The Project represents a significant new investment and expansion on the site. The construction is expected to be complete by June 30, 2019 but no later than December 31, 2019.

2. The Company shall create or cause to be created the equivalent of ten (10) new full-time equivalent job opportunities within the time period outlined below.

The Company schedule for hiring is to hire or cause to be hired ten (10) new jobs by June 30, 2020. The job creation period begins April 30, 2019 and all jobs are expected to be in place by June 30, 2020.

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

This total increase in the number of employees over the entire job creation period will result in approximately \$150,000.00 (dollars) of additional annual payroll for the Company or made possible by the Company. The following is an itemization by the type of new jobs created: permanent full-time \$130,000.00, permanent part-time \$20,000.00 and temporary full-time \$0.

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

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

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

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

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2019 nor extend beyond 2028.

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

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

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

7. The Company shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

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

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

obligations under this agreement and the City terminates or modifies the exemptions from taxation granted under this agreement.

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

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

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

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

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

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

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

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

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

[Signature page follows.]

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this ____ day of _____, 2019 and Huntley Building, LLC by Richard Hogrefe, its _____, and by Meghan Hogrefe its _____ has caused this instrument to be executed on this ____ day of _____, 2019.

CITY OF SANDUSKY, OHIO

By: _____
Eric Wobser, City Manager

HUNTLEY BUILDING, LLC

By: _____
Richard Hogrefe, its: _____

By: _____
Meghan Hogrefe, its: _____

Approved as to form:

By: _____
Director of Law

Date: _____, 2019

EXHIBIT A

[Attach Application]

DRAFT

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

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the _____ (local legislative authorities) _____ located in the County of _____ and (Huntley, LLC)

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

Huntley, LLC

enterprise name

858-688-2874 Richard
617-817-3261 Meghan

telephone number

Richard and Meghan Hogrefe

contact person

5235 Castle Hills Drive San Diego, CA 92109
address

- 1b. Project site: The Marketplace at Cooke

Richard and Meghan Hogrefe

contact person

858-688-2874 Richard
617-817-3261 Meghan

telephone number

131 Market Street Sandusky, OH 44870
address

- 2a. Nature of business (manufacturing, distribution, wholesale or other).
Real Estate Development

- 2b. List primary 6 digit NAICS # 531390 .
Business may list other relevant SIC numbers.

- 2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)
N/A
-
- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
Limited Liability Corporation
-
3. Name of principal owner(s) or officers of the business (attach list if necessary).
Richard and Meghan Hogrefe
-
4. Is business seasonal in nature? Yes___ No^x___
- 5a. State the enterprise's current employment level at the proposed project site:
0
-
- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes___ No^x___
- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:
N/A
-
- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
0
-
- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: N/A
- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? N/A
- 6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No X

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

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes___ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Yes___ No X

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

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

Renovate Cooke Building with an attempt to return to the late 1800's look. Add safety feature and elevator.

Connecting this structure with an adjoining lobby to The Marketplace at Cooke formerly the Huntley Building.

There will be a mix of businesses of retail shops and restaurants on the main floor and a Children's Museum

9. Project will begin January 1, 2018 and be completed April, 2019 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): depends on tenants 9 FT , 3 PT

10b. State the time frame of this projected hiring: N/A 25 years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary

APRIL 2019

employees): N/A

- 11a. Estimate the amount of annual payroll such new employees will add \$ _____ (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

N/A

152,016 FT, 28,800 PT

- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ _____

N/A

12. Market value of the existing facility as determined for local property taxation.
\$ _____

\$390,920

- 13a. Business's total current investment in the facility as of the proposal's submission.
\$ _____

\$2M

- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
\$ _____

0

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	<u>Minimum</u>	<u>Maximum</u>
A.Acquisition of Buildings:	\$ 450K	\$ 450K
B.Additions/New Construction:	\$	\$
C.Improvements to existing buildings:	\$ 1.5M	\$ 2.5M
D.Machinery & Equipment:	\$ 50K	\$ 100K
E.Furniture & Fixtures:	\$ 50K	\$ 100K
F.Inventory:	\$	\$
Total New Project Investment:	\$ 2.05M	\$ 3.15M

15. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real _____ and/or personal property including inventory _____ as described above. Be specific as to type of assets, rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)
The main purpose is to keep the rental rates as low as possible while Sandusky grows over the next

5-10 years to allow the higher rates high property taxes will require.

At this time we pay \$10.5k in taxes. Our rental model includes a future rate of approximately \$3

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

Applicant agrees to supply additional information upon request.

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

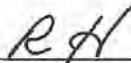
Huntley, LLC

1/30/19

Name of Enterprise

Date





Meghan and Richard Hogrefe

Signature

Typed Name and Title

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

** Attach to Final Enterprise Zone Agreement as Exhibit A

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



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: Matthew D. Lasko, Chief Development Officer
Date: February 12, 2019
Subject: Commission Agenda Item – Grant Agreement

Items for Consideration: Resolution approving a Grant Agreement (the “Agreement”) between the City of Sandusky and both Cooke Building, LLC – an Ohio limited liability company, and Huntley Building, LLC, an Ohio limited liability company, or their assigns, for the purposes of furthering economic development efforts in the City.

Background Information: Both of the above-mentioned limited liability companies are owned by Richard & Meghan Hogrefe (the “Hogrefe’s”). The Hogrefe’s have purchased eleven (11) buildings in downtown Sandusky and two (2) buildings in Bayview. The Hogrefe’s have and are investing significantly to renovate and restore many properties in Sandusky. Most recently, the Hogrefe’s with attention to historic detail, beautifully restored \$3M Schmidt building at 246 E. Market Street into eight (8) residential apartment units and three (3) retail/commercial storefronts.

The location of the proposed project includes the Cooke building located at 154-162 Columbus Avenue, 119 E Market Street, and the Huntley building located at 133 E. Market Street. The building at 119 E. Market Street will be converted into the new main entrance for the collection of buildings. These buildings are hereinafter referred to as the Cooke Complex. The Hogrefe’s have already secured site control on all three (3) properties and plan to preserve and substantially rehabilitate them as part of an approximate \$8.45M - \$10.45M mixed-use development that will activate nearly 65,000 square feet of space. The total investment amount includes acquisition but does not include furniture, fixtures, equipment and machinery. Regarding Cooke specifically, the plan calls for bringing 15+ leasable spaces of varying sizes to market on the first and second floors (could be less if tenants need larger spaces) and will transform the third floor into event space. The Huntley building will be converted into a more open air, less formal retail complex with future tenants able to occupy a portion of the ground floor in more stall or display areas while sharing common areas and facilities with adjacent tenants. Basement areas will be opened up for retail uses with the addition of new stairs and infrastructure. The buildings will undergo complete façade restoration, improved retail spaces and all new mechanical systems, fire suppression and ADA accessibility upgrades.

The total proposed grant is not to exceed \$500,000. Terms of the Grant Agreement call for \$150,000 to be disbursed upon 100% construction completion of the Huntley Building and receipt of a certificate of occupancy and the remaining \$350,000 to be disbursed upon 100% construction completion on the remainder of the project and receipt of a certificate of occupancy for both 119 E. Market Street and the Cooke Building. The entire project is anticipated to be completed by September 1, 2020 but must be completed no later than December 31, 2020.

This project is transformative and catalytic for the business district and ultimately the City and ensures the long-term preservation of nationally registered historic buildings. As such, it is recommended that a grant from the Chesapeake TIF in an amount not to exceed \$500,000 be contributed to the project (approximately between 4.75% - 6.0% of the total project costs which is less than what the City has recently committed to similar catalytic projects).

The above grant is conditioned upon the applicant complying with all Planning/Zoning codes and other applicable codes of the City and displaying signage noting the City of Sandusky's support.

Please note, the Hogrefe's are simultaneously applying for Enterprise Zone tax abatement for this project under two (2) separate applications. These parcels are also included in the Central Public Improvement fund and will be paying into a separate fund dedicated to infrastructure improvements based on the increased tax valuation for a period of thirty (30) years after construction completion. And although not voted on by the Economic Development Incentive Committee, since the source is not Economic Development Capital Funds, the project was unanimously supported from the standpoint of its importance and level of City investment.

Budgetary Information: The City will be responsible for providing \$500,000 in grant funds paid initially from the Capital Projects Fund. The City intends to finance this amount through the issuance of urban renewal revenue notes or bonds. These notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service.

Action Requested: It is requested that the proper legislation be prepared to approve the Grant Agreement between the City of Sandusky and both Cooke Building, LLC and Huntley Building, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to immediately approve the Grant Agreement to allow the parties to move forward with final budgetary planning and commencement on the Cooke Building.

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
Trevor Hayberger, Law Director
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$500,000.00 THROUGH THE SUBSTANTIAL DEVELOPMENT GRANT PROGRAM TO COOKE BUILDING, LLC, AND HUNTLEY BUILDING, LLC, IN RELATION TO THE PROPERTIES LOCATED AT 154-162 COLUMBUS AVENUE, 119 E. MARKET STREET AND 133 E. MARKET STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Richard and Meghan Hogrefe are the owners of Cooke Building, LLC, and Huntley Building, LLC, and have purchased eleven (11) buildings in downtown Sandusky and have and are investing significantly to renovate and restore many properties in Sandusky, and most recently, restored the Schmidt building at 246 E. Market Street into eight (8) residential apartment units and three (3) retail/commercial storefronts; and

WHEREAS, the Hogrefe's intend to substantially rehabilitate the Cooke building located at 154-162 Columbus Avenue and 119 E Market Street, and the Huntley building located at 133 E. Market Street, hereinafter referred to as the Cooke Complex, and plan to preserve and rehabilitate the properties as part of an approximate \$8.45M - \$10.45M mixed-use development that will activate nearly 65,000 square feet of space, including 15+ leasable spaces, event space, and a retail complex; and

WHEREAS, this City Commission approved the City's intent to invest in the of the Cooke Complex Project by Resolution No. 030-18R, passed on July 23, 2018; and

WHEREAS, it has been determined that the development of this property with the project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of the citizens of the City; and

WHEREAS, the \$500,000.00 in grant funding will initially be paid with Capital Projects Funds and the City intends to finance the funding through the issuance of urban renewal revenue bonds with the notes or bonds using proceeds from the Chesapeake TIF to pay for the debt service; and

WHEREAS, the Hogrefe's have applied for tax abatements for this project and approval is being requested in companion legislation to enter into Enterprise Zone Agreements; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Grant Agreement and allow the parties to move forward with final budgetary planning and commence rehabilitation on the Cooke Building; and

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

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Cooke Building, LLC, and Huntley Building, LLC, for financial assistance related to the properties located at 154-162 Columbus Avenue, 119 E. Market Street, and 133 E. Market Street, through the Substantial Development Grant Program for the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to the Cooke Building, LLC, and Huntley Building, LLC, and the Finance Director is directed to expend funds to Cooke Building, LLC, and Huntley Building, LLC, in an amount **not to exceed** Five Hundred Thousand and 00/100 Dollars (\$500,000.00) pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: February 25, 2019

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2019 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Cooke Building, LLC (the "Cooke"), an Ohio limited liability company and Huntley Building, LLC (the "Huntley"), an Ohio limited liability company (collectively the "Parties").

WITNESSETH:

WHEREAS, Cooke and Huntley are Ohio limited liability companies both owned entirely by Richard & Meghan Hogrefe (the "Hogrefe's"). The Hogrefe's have purchased eleven (11) buildings in downtown Sandusky and two (2) buildings in Bayview. The Hogrefe's have and are investing significantly to renovate and restore many properties in Sandusky and desire to substantially rehabilitate the Cooke building located at 154-162 Columbus Avenue, 119 E Market Street, and the Huntley building located at 133 E. Market Street. The building at 119 E. Market Street will be converted into the new main entrance for the collection of buildings. The Hogrefe's have already secured site control on all three (3) properties and plan to preserve and substantially rehabilitate them as part of an approximate \$8.45M - \$10.45M mixed-use development that will activate nearly 65,000 square feet of space. The total investment amount includes acquisition but does not include furniture, fixtures, equipment and machinery. Regarding Cooke specifically, the plan calls for bringing 15+ leasable spaces of varying sizes to market on the first and second floors (could be less if tenants need larger spaces) and will transform the third floor into event space. The Huntley building will be converted into a more open air, less formal retail complex with future tenants able to occupy a portion of the ground floor in more stall or display areas while sharing common areas and facilities with adjacent tenants. Basement areas will be opened for retail uses with the addition of new stairs and infrastructure. The buildings will undergo complete façade restoration, improved retail spaces and all new mechanical systems, fire suppression and ADA accessibility upgrades and are herein after referred to as the "Project". To aid in the development of the Project, Cooke and Huntley have requested grant assistance through the City; and

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

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

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

Section 1. City Grant.

The City agrees to grant Three Hundred and Fifty Thousand dollars (\$350,000.00) to Cooke and One Hundred and Fifty Thousand dollars (\$150,000.00) to Huntley (collectively the "City Grants") toward the costs of the Project, payable in two (2) disbursements: (1) \$150,000 payable to Huntley at the time construction has been completed and a certificate of occupancy has been secured for Permanent Parcel Number 56-00816.000 and (2) \$350,000 payable to Cooke at the time construction has been completed and a certificate of occupancy has been secured for Permanent Parcel Numbers 56-00528.001, 56-00528.000 and 56-00527.000. All funds will be disbursed from the Capital Project Fund. The City intends to finance this amount through the issuance of urban renewal revenue notes or bonds. These notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service. This grant amount will not increase if either Cooke or Huntley chooses to make additional improvements beyond what has been summarized in this Grant Agreement. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning and Zoning codes, including Landmarks Commission and Planning Commission approval, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, Cooke and Huntley agree to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

Both Cooke and Huntley individually shall notify the City promptly following the completion of each of the two (2) phases of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let both Cooke and Huntley know if they individually have satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. To receive the City Grants, both phases of the Project will need to be completed by December 31, 2020. This date may be extended at the discretion of the City Manager.

The City shall pay the City Grant by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 below.

Section 2. Authority to Sign.

Cooke, Huntley and the City all represent that this Agreement has been approved by formal action of the duly authorized representatives of all parties.

Section 3. Assignment or Transfer.

Cooke and Huntley agree that this Agreement is not transferable or assignable without the express, written approval of the City.

Section 4. Choice of Law.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the

interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

Section 5. Binding Agreement.

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

Section 6. Miscellaneous.

- (a) Notice. Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:
- (i) TO THE CITY: City Manager
c/o Chief Development Officer
City of Sandusky, Ohio
City Building
222 Meigs Street
Sandusky, OH 44870
- (ii) TO THE COOKE: Cooke Building, LLC
5235 Castle Hills Drive
San Diego, CA 92109
Attention: Richard & Meghan Hogrefe
- (iii) TO THE HUNTLEY: Huntley Building, LLC
5235 Castle Hills Drive
San Diego, CA 92109
Attention: Richard & Meghan Hogrefe

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

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

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

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

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

COOKE BUILDING, LLC

An Ohio limited liability company

By: _____
Richard Hogrefe, Owner

By: _____
Meghan Hogrefe, Owner

HUNTLEY BUILDING, LLC

An Ohio limited liability company

By: _____
Richard Hogrefe, Owner

By: _____
Meghan Hogrefe, Owner

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument
is hereby approved.

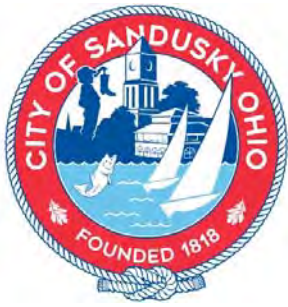
Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance

Date



COMMUNITY DEVELOPMENT DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
(419) 627-5847
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Matt Lasko, Chief Development Officer

Date: February 12, 2019

Subject: Commission Agenda Item – Permission to Bid CDBG FY18 – Demolition Project #1.

Item for Consideration: Resolution of necessity for the CDBG FY18 –Demolition Project #1, involving asbestos abatement and demolition of seven (7) properties.

Background Information: The seven (7) properties are vacant and blighted. Six (6) of the properties are privately owned and have been issued demolition orders directly by the City or Housing Appeals Board, while one of the properties, 707 Warren Street, is owned by the City. Additionally, six (6) of the properties are residential and one (1) property, 707 Warren Street, is a commercial property. Asbestos surveys will be completed on all seven (7) properties. The following are the seven (7) properties:

1. 2014 Wilson Street, Sandusky, OH 44870
2. 722 Wayne Street, Sandusky, OH 44870
3. 1222 Milan Road, Sandusky, OH 44870
4. 1830 Second Street, Sandusky, OH 44870
5. 405-407 Tiffin Avenue, Sandusky, OH 44870
6. 816 W. Market Street, Sandusky, OH 44870
7. 707 Warren Street, Sandusky, OH 44870

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

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost for six (6) of the demolitions will be paid with FY18 Community Development Block Grant Funds, 707 Warren Street will be demolished using the Real Estate Fund. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

Action Requested: It is requested that the proposed CDBG FY18 - Demolition Project #1 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

Eric Wobser
City Manager

Matt Lasko
Chief Development Officer

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY18 DEMOLITION PROJECT #1; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed CDBG FY18 Demolition Project #1 involves asbestos abatement and demolition of six (6) residential structures and one (1) commercial structure which are vacant and blighted; and

WHEREAS, the six (6) residential structures were condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 2014 Wilson Street, 722 Wayne Street, 1222 Milan Road, 1830 Second Street, 405-407 Tiffin Avenue, and 816 W. Market Street, and the commercial structure located at 707 Warren Street and is owned by the City; and

WHEREAS, the total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000.00 and the costs for the residential demolitions will be paid with FY18 Community Development Block Grant (CDBG) funds and the cost for the commercial demolition will be paid with Real Estate Funds; and

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

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

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

Section 1. This City Commission approves of the proposed CDBG FY18 Demolition Project #1.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY18 Demolition Project #1 at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed CDBG FY18 Demolition Project #1 as required by law.

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

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

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

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

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

Passed: February 25, 2019



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: February 13, 2019

Subject: Commission Agenda Item – BIWW Emergency Work for Hypochlorite Tank

ITEM FOR CONSIDERATION: Legislation approving the emergency repair/replacement work on two (2) 10,000-gallon Sodium Hypochlorite Bulk Tanks located in the Chemical Building at Big Island Water Works (BIWW) and ratifying the services performed by Adena Corporation of Mansfield, OH, and the purchase of two (2) bulk tanks to Harrington Industrial Plastics, LLC, of Chino, CA.

BACKGROUND INFORMATION: On September 7, 2018, one (1) of the two (2) high-density polyethylene (HDPE) hypochlorite tanks at BIWW experienced an elastic deformation and crack near the bottom. The interior bladder remained in-place and straps were placed around the tank to reduce potential catastrophic failure of the tank wall. Material remaining in the failed tank was pumped to the other bulk tank that is the same age, manufacture and material, and is therefore liable for the same failure at any time. Sodium hypochlorite is used to maintain chlorine residual for disinfection and BIWW cannot produce potable water without it. Commission approved a motion for emergency repairs on September 10, 2018.

The Chemical Building, where both bulk tanks are stored, was constructed without a door which would accommodate future removal and replacement of large diameter bulk tanks. Since this opening is necessary for the emergency replacement, five quotes were acquired for door installation, including wall reconstruction and utility relocation and the lowest and best was selected. A 14' by 18' coiling door was installed by Adena Corporation in December 2018.

Since staff had noticed potential elastic weakening in Tank 2, prior to failure of Tank 1, it was determined that it would be necessary to replace both tanks to ensure integrity of the system. Fiberglass bulk tanks were chosen for replacement because the expected life of approximately 20 years is double that of high-density polypropylene (HDPE) which is approximately 10 years. Since only National Sanitation Foundation (NSF) approved material can be used for bulk tanks containing chemicals used for potable water the DION® 9102 SERIES tank was selected being the only fiberglass tank NSF approved. The bulk tanks were ordered from Harrington Industrial Plastics, LLC who is the sole provider of the DION® 9102 SERIES tank. Prior to construction, the design drawings had to be submitted to Ohio Environmental Protection Agency (OEPA) Division of Drinking and Ground Water (DDAGW) for approval. Following design approval, approximately twelve (12) weeks were required for construction, so the bulk tanks are expected to ship on February 25, 2019 and to be set into place on February 27, 2019.

Quotes were requested for the removal and disposal of the old tanks and placement of the new tanks. Four (4) quotes were received and the quote from Adena Corporation was determined to be the lowest and best. Final plumbing connections will be made by BIWW maintenance staff. During this time, the

4,500-gallon, HDPE (NSF) softened water tank will be used as a temporary storage tank to maintain operations.

BUDGETARY INFORMATION: The cost for door installation, including wall reconstruction and utility relocation, was of \$49,639.00. The cost of two (2) NSF Fiberglass Replacement Tanks was \$65,740.00 and the cost for the services associated with removal of the old tanks and placement of the new tanks is \$11,940.00. The total cost of the emergency work is \$127,319.00 and will be paid from the Water Fund. The original estimate provided to the City Commission on September 10, 2018, was \$100,000 and prior to including the second replacement tank.

ACTION REQUESTED: It is recommended that legislation be approved for the emergency repair work to two (2) 10,000-gallon Sodium Hypochlorite Bulk Tanks located in the Chemical Building at Big Island Water Works (BIWW), ratifying the services performed, totaling \$61,579.00 by Adena Corporation and the purchase of two (2) bulk tanks, totaling \$65,740.00, from Harrington Industrial Plastics, LLC. It is further recommended that this legislation be approved under suspension of the rules and in accordance with Section 14 of the City Charter to ensure the emergency repairs are completed and the contractors are paid once work is completed and invoices are received.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE EMERGENCY WORK AT THE CHEMICAL BUILDING AT THE BIG ISLAND WATER WORKS (BIWW) PLANT; RATIFYING THE EMERGENCY SERVICES PERFORMED AND AUTHORIZING FURTHER SERVICES TO BE PERFORMED BY ADENA CORPORATION OF MANSFIELD, OHIO, RELATING TO THE SODIUM HYPOCHLORITE TANKS IN THE AMOUNT OF \$61,579.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on September 7, 2018, one (1) of the two (2) high-density polyethylene (HDPE) sodium hypochlorite tanks, used to maintain chlorine residual at BIWW for disinfection and necessary for producing potable water, experienced an elastic deformation and crack near the bottom of the tank and the material remaining in the failed tank was pumped to the other bulk tank that is the same age, manufacture and material, and is therefore liable for the same failure at any time; and

WHEREAS, the City Manager notified this City Commission at their September 10, 2018, regularly scheduled meeting of the emergency nature of the situation and a motion was passed approving the emergency repairs and replacement of the tank; and

WHEREAS, pursuant to Section 24 of the City Charter the emergency nature of the work obviates the necessity to comply with formal competitive bidding and advertising; and

WHEREAS, the Chemical Building, where both bulk tanks are stored, does not have a door and therefore a door is needed to accommodate removal and replacement of the large bulk tanks thus quotes were requested for the installation of a door, including wall reconstruction and utility relocation, and five (5) quotes were received and the quote from Adena Corporation of Mansfield, Ohio was determined to be the lowest and best quote and subsequently the door was installed in December of 2018; and

WHEREAS, authorization and ratification is being requested in companion legislation for the purchase of two (2) new fiberglass bulk tanks from Harrington Industrial Plastics, LLC, of Chino, California, to replace the current tanks; and

WHEREAS, quotes were then requested for the removal and disposal of the old tanks and placement of the new tanks and four (4) quotes were received and the quote from Adena Corporation of Mansfield, Ohio, was determined to be the lowest and best quote; and

WHEREAS, the cost for the door installation, including wall reconstruction and utility relocation, is \$49,639.00, and the cost of the removal of the old tanks and placement of the new tanks is \$11,940.00 for a total cost of \$61,579.00 and these costs will be paid with Water 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 ensure the emergency repairs are completed and for timely payment of services once all of the work is completed and invoices are received; and

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

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

Section 1. This City Commission confirms the finding of a real and present emergency regarding the emergency services obviating the necessity to comply with formal competitive bidding as authorized by the Ohio Revised Code, ratifies the emergency services performed and approves the services to be performed related to the sodium hypochlorite tanks at the Chemical Building at the Big Island Water Works (BIWW) Plant.

Section 2. This City Commission authorizes and directs the City Manager and/or Finance Director to expend funds for the emergency services to Adena Corporation of Mansfield, Ohio, in an amount **not to exceed** Sixty One Thousand Five Hundred Seventy Nine and 10/100 Dollars (\$61,579.00), consistent with the quotes submitted by Adena Corporation of Mansfield, Ohio.

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

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

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

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

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 25, 2019

ORDINANCE NO. _____

AN ORDINANCE RATIFYING THE EMERGENCY PURCHASE OF TWO (2) FIBERGLASS BULK TANKS FOR THE CHEMICAL BUILDING AT THE BIG ISLAND WATER WORKS (BIWW) PLANT AND AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS TO HARRINGTON INDUSTRIAL PLASTICS, LLC, OF CHINO, CALIFORNIA, IN THE AMOUNT OF \$65,740.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on September 7, 2018, one (1) of the two (2) high-density polyethylene (HDPE) sodium hypochlorite tanks, used to maintain chlorine residual at BIWW for disinfection and necessary for producing potable water, experienced an elastic deformation and crack near the bottom of the tank and the material remaining in the failed tank was pumped to the other bulk tank that is the same age, manufacture and material, and is therefore liable for the same failure at any time; and

WHEREAS, the City Manager notified this City Commission at their September 10, 2018, regularly scheduled meeting of the emergency nature of the situation and a motion was passed approving the emergency repairs and replacement of the tank; and

WHEREAS, pursuant to Section 24 of the City Charter the emergency nature of the work obviates the necessity to comply with formal competitive bidding and advertising; and

WHEREAS, the Chemical Building, where both bulk tanks are stored, does not have a door and therefore a door is needed to accommodate removal and replacement of the large bulk tanks thus quotes were requested for the installation of a door, including wall reconstruction and utility relocation, and five (5) quotes were received and the quote from Adena Corporation of Mansfield, Ohio was determined to be the lowest and best quote and subsequently the door was installed in December of 2018; and

WHEREAS, to ensure integrity of the system, it was determined it was necessary to replace both bulk tanks and fiberglass material was chosen because of the 20 year useful life expectancy and since only National Sanitation Foundation (NSF) approved material can be used for bulk tanks containing chemicals used for potable water, the DION® 9102 SERIES tank was selected being the only fiberglass tank NSF approved and Harrington Industrial Plastics, Inc. is the sole provider of the DION 9102 Series tanks; and

WHEREAS, prior to construction, the design drawings had to be submitted to the Ohio Environmental Protection Agency (OEPA) Division of Drinking and Ground Water (DDAGW) for approval and then approximately twelve (12) weeks were necessary for construction, and the tanks are expected to ship February 25, 2019, and scheduled to be installed on February 27, 2019; and

WHEREAS, authorization and ratification is being requested in companion

legislation to approve the emergency work at the Chemical Building at the BIWW plant and the services performed by Adena Corporation of Mansfield, Ohio, for door installation and for services to be performed for the removal of the old tanks and placement of the new tanks; and

WHEREAS, the total cost for the purchase of the two (2) new bulk tanks is \$65,740.00 and will be paid with Water 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 ensure the emergency repairs are completed and for timely payment once the invoice is received; and

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

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

Section 1. This City Commission approves and ratifies the emergency purchase of two (2) fiberglass bulk tanks for the Chemical Building at the Big Island Water Works (BIWW) Plant and authorizes and directs the City Manager and/or Finance Director to expend funds to Harrington Industrial Plastics, LLC, of Chino, California, at an amount **not to exceed** Sixty Five Thousand Seven Hundred Forty and 00/100 Dollars (\$65,740.00).

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: February 25, 2019



DEPARTMENT OF PUBLIC WORKS

Division of Facilities & Properties

1024 Cement Avenue
Sandusky, Ohio 44870
419.627.5884
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Todd Gibson, Facilities & Properties Supervisor
Date: February 13, 2019
Subject: **Commission Agenda Item – Refuse/Recycling Collection on City Property**

ITEM FOR CONSIDERATION: Legislation authorizing the approval to enter into a contract with Republic Services of Sandusky, Ohio for Refuse/Recycling Collection on City Property for a two (2) year period beginning March 1, 2019 and ending February 28, 2021.

BACKGROUND INFORMATION: On January 28th and February 4th, 2019, notices were placed in the Sandusky Register requesting bids for the proposed contract involving the pick-up of dumpsters and toters/cans spread over five (5) zones on City owned property.

The following bid was received and opened on February 11th, 2019 at 1:30 pm:

Republic Services, Sandusky, Ohio

03/01/19 – 02/29/20 Year One

April 1st through October 31st - \$7,206.46 per month (7 months)
November 1st through March 31st - \$1,802.23 per month (5 months)
Year One total - \$59,456.37

03/01/20 – 02/28/21 Year Two

April 1st through October 31st - \$7,494.72 per month (7 months)
November 1st through March 31st - \$1,874.32 per month (5 months)
Year Two total - \$61,834.64

The total cost in 2018 for this service was \$48,524.12. The bid from Republic Services was determined to be the lowest and best.

BUDGET IMPACT: The cost of refuse and recycling pick-up and disposal is paid through the General Fund, Recreation Fund, and Water Fund based on the usage (number of pick-ups per week and the container size). It is recommended that the City enter into a two (2) year contract for a total amount not to exceed \$121,291.01.

ACTION REQUESTED: It is requested that the proper legislation be approved authorizing a two (2) year contract with Republic Services for the Refuse/Recycling Collection on City Property CY 2019 – 2021 for a total amount not to exceed \$121,291.01. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to execute the contract with Republic Service which begins March 1, 2019 to prevent any interruption of the services currently being provided.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, PE, Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH REPUBLIC SERVICES OF SANDUSKY, OHIO, FOR REFUSE / RECYCLING COLLECTION ON CITY PROPERTY FOR THE PERIOD OF MARCH 1, 2019, THROUGH FEBRUARY 28, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized and directed the City Manager to enter into a contract with Republic Services of Sandusky, Ohio, for refuse / recycling collection on City property for the period of March 1, 2017, through February 28, 2019, by Ordinance No. 17-037, passed on February 27, 2017; and

WHEREAS, upon public competitive bidding as required by law one (1) appropriate bid was received, and the bid of Republic Services of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, this proposed contract involves the pickup of dumpsters and toters spread over five (5) zones in the City for the period of March 1, 2019, through February 28, 2020, at a cost of \$59,456.37 and for the period of March 1, 2020, through February 28, 2021, at a cost of \$61,834.64; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the contract with Republic Services which begins on March 1, 2019, and prevent any break in service; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Services, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 Republic Services of Sandusky, Ohio, for refuse and recycling pickup and disposal services in the amount of \$59,456.37 for the period of March 1, 2019, through February 28, 2020, and in the amount of \$61,834.64 for the period of March 1, 2020, through February 28, 2021, for a total amount **not to exceed** One Hundred Twenty One Thousand Two Hundred Ninety One and 01/100 Dollars (\$121,291.01) consistent with the quote submitted by Republic Services of Sandusky, Ohio, currently on file in the office of the Director of Public Services.

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: February 25, 2019