



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JUNE 14, 2021 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION Blake Harris
PLEDGE OF ALLEGIANCE
CALL TO ORDER
ROLL CALL W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
APPROVAL OF MINUTES May 24, 2021
AUDIENCE PARTICIPATION
LANDMARK COMMISSION APPEAL MAC Building and Development, LLC / 333 W. Market Street
COMMUNICATIONS Motion to accept all communications submitted below
CURRENT BUSINESS

CONSENT AGENDA ITEMS

ITEM A – Submitted by McKenzie Spriggs, Commission Clerk

LIQUOR PERMIT TRANSFER FOR HY MILER – CLEVELAND ROAD

Budgetary Information: There is no budgetary impact.

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for a C1, C2, D6 liquor permit (*beer only in original sealed container for carry out only, wine and mixed beverages in sealed containers for carry out, sale of intoxicating liquor on Sunday between the hours 10AM and midnight*) for Capl Retail LLC dba Hy Miler 2200, located at 1631 Cleveland Road. It is requested the Commission Clerk be authorized to notify the Division of Liquor Control the City does not request a hearing on this matter.

ITEM B – Submitted by McKenzie Spriggs, Commission Clerk

LIQUOR PERMIT TRANSFER FOR HY MILER – VENICE ROAD

Budgetary Information: There is no budgetary impact.

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for a C1, C2, D6 liquor permit (*beer only in original sealed container for carry out only, wine and mixed beverages in sealed containers for carry out, sale of intoxicating liquor on Sunday between the hours 10AM and midnight*) for Capl Retail LLC dba Hy Miler 2221, located at 3223 Venice Road. It is requested the Commission Clerk be authorized to notify the Division of Liquor Control the City does not request a hearing on this matter.

ITEM C – Submitted by McKenzie Spriggs, Commission Clerk

LIQUOR PERMIT TRANSFER FOR BETTER WAYS LLC

Budgetary Information: There is no budgetary impact.

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for a D5 liquor permit (*spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30AM*) for Better Ways LLC, located at 1109 Warren Street. It is requested the Commission Clerk be authorized to notify the Division of Liquor Control the City does not request a hearing on this matter.

ITEM D – Submitted by McKenzie Spriggs, Commission Clerk

LIQUOR PERMIT TRANSFER FOR THE CLUB

Budgetary Information: There is no budgetary impact.

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for a D1, D2, D3, D3A liquor permit (*beer only for on premises consumption or in original sealed containers for carry out only until 1AM, wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1AM, spirituous liquor for on premises consumption only until 1AM, extend issued permit privileges until 2:30AM*) for Orphanage LLC dba the Club, located at 1220 Sycamore Line. It is requested the Commission Clerk be authorized to notify the Division of Liquor Control the City does not request a hearing on this matter.

ITEM E – Submitted by Joshua Snyder, Assistant City Engineer

ENCROACHMENTS ALONG WARREN STREET

Budgetary Information: The cost of recording the documents is estimated to be \$418.00 and will be paid with Capital Funds.

(1) ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Mack Iron Works Company, to provide for the use of a certain portion of the City's right-of-way located at 124 Warren Street, as described in the Grant of a License for Encroachment, for purposes of retaining an existing parking field; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

- (2) **ORDINANCE NO. _____**: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Ernest Robinson, to provide for the use of a certain portion of the City’s right-of-way located at 410 Warren Street, as described in the Grant of a License for Encroachment, for purposes of retaining existing wood steps; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- (3) **ORDINANCE NO. _____**: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Kevin Dickens, to provide for the use of a certain portion of the City’s right-of-way located at 426 Warren Street, as described in the Grant of a License for Encroachment, for purposes of retaining an existing brick planter and building; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- (4) **ORDINANCE NO. _____**: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Joshua Losey, to provide for the use of a certain portion of the City’s right-of-way located at 432 E. Washington Street, as described in the Grant of a License for Encroachment, for purposes of retaining existing concrete stairs; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- (5) **ORDINANCE NO. _____**: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Gregory and Barbara Sheets, to provide for the use of a certain portion of the City’s right-of-way located at 433 E. Adams Street, as described in the Grant of a License for Encroachment, for purposes of retaining existing concrete stairs; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- (6) **ORDINANCE NO. _____**: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Gregory and Marlene Gosser, to provide for the use of a certain portion of the City’s right-of-way located at 504 Madison Street, as described in the Grant of a License for Encroachment, for purposes of retaining an existing wood fence; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- (7) **ORDINANCE NO. _____**: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Tommie McDonald, to provide for the use of a certain portion of the City’s right-of-way located at 506 E. Adams Street, as described in the Grant of a License for Encroachment, for purposes of retaining an existing chain link fence; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- (8) **ORDINANCE NO. _____**: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Gregory and Marlene Gosser, to provide for the use of a certain portion of the City’s right-of-way located at 610 Warren Street, as described in the Grant of a License for Encroachment, for purposes of retaining an existing wood fence; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Joshua Snyder, Assistant City Engineer

ADOPT THE 2020 ERIE COUNTY NATURAL HAZARDS MITIGATION PLAN

Budgetary Information: This item has no budgetary consequence with the exception that in the future, the City will be eligible for federal and state mitigation funding.

RESOLUTION NO. _____: It is requested a resolution be passed approving and adopting the 2020 Erie County Natural Hazards Mitigation Plan; authorizing participation by City representatives in the mitigation core group; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by Jeffrey Meinert, WWTP Superintendent

RATIFY EMERGENCY PURCHASE OF ALLEN-BRADLEY VARIABLE FREQUENCY DRIVE AT WWTP

Budgetary Information: The cost of \$16,498.39 for equipment purchase will be paid with Sewer Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed ratifying the emergency purchase of a new Allen-Bradley variable frequency drive (VFD) for primary pump #4 at the Wastewater Treatment Plant (WWTP); authorizing and directing the City Manager and/or the Finance Director to expend funds to Rexel USA of Sandusky, Ohio, in the amount of \$16,498.39; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Jared Oliver, Police Chief and Stuart Hamilton, IT Manager

PURCHASE AXON AUDIO & VIDEO IN-CAR SYSTEMS

Budgetary Information: The total cost of the fifteen (15) Axon cruiser in-car systems, software, hardware and accessories IS \$152,100 and will be paid in annual payments of \$30,420 for five (5) years. Year One - \$10, 920 will be paid with Capital funds and the remaining \$19,500 will be paid with Enforcement & Education Funds. The remaining four (4) years will be paid from the police operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase fifteen (15) Axon Fleet 3 in-car audio and video systems including software, hardware and accessories from Axon Enterprise, Inc. of Scottsdale, Arizona, for the Sandusky Police Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #2 – Submitted by McKenzie Spriggs, Commission Clerk

AGREEMENT WITH THE LIBRARY ASSOCIATION OF SANDUSKY TO SPONSOR PROGRAMMING EVENTS AT THE JACKSON STREET PIER THROUGH THE LANGE TRUST

Budgetary Information: The Lange Trust will provide \$50,000 to the City of Sandusky to assist with the curation of these cultural events at the Jackson Street Pier. These dollars will be reimbursed into the programming fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a sponsorship agreement with the Library Association of Sandusky, Ohio, for programming events at the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #3 – Submitted by Aaron Klein, Public Works Director

SUBMERGED LANDS LEASE WITH OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE CEDAR POINT CAUSEWAY WETLAND PROJECT RELATED TO THE SANDUSKY BAY INITIATIVE

Budgetary Information: Since the project is a public environmental and habitat improvement, it is considered a “governmental non-income producing” facility. The 50-year lease will cost \$1.00 per annum, which will be paid from the General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a submerged lands lease with the State of Ohio, Ohio Department of Natural Resources, for the Cedar Point Causeway Wetland Project related to the Sandusky Bay Initiative for property adjacent to Cedar Point Road; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #4 – Submitted by Aaron Klein, Public Works Director

ACCEPT FUNDS FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE CEDAR POINT CAUSEWAY WETLAND PROJECT – PHASE 1 RELATED TO THE SANDUSKY BAY INITIATIVE

Budgetary Information: There is no impact to the City budget as all project activities will be paid for with the available funds from ODNR on a reimbursable basis.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to accept grant funds in the amount of \$100,000 from the Ohio Department of Natural Resources in cooperation with the Ohio Environmental Protection agency for the Cedar Point Causeway Wetland Project – Phase 1 related to the Sandusky Bay Initiative; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #5 – Submitted by Aaron Klein, Public Works Director

PROFESSIONAL SERVICES AGREEMENT WITH KS ASSOCIATES, INC. FOR THE CEDAR POINT CAUSEWAY WETLAND PROJECT – PHASE 1 RELATED TO THE SANDUSKY BAY INITIATIVE

Budgetary Information: There is no impact to the City budget as all project activities totaling \$49,800 will be paid for through the acceptance of \$100,000 of funds from ODNR on a reimbursable basis.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the directing the City Manager to enter into an agreement for professional services with KS Associates, Inc. of Elyria, Ohio, for the Cedar Point Causeway Wetland Project – Phase 1 related to the Sandusky Bay Initiative; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #6 – Submitted by Tom Horsman, Transit Administrator

CREATE A DESIGNATED OUTDOOR REFRESHMENT AREA (DORA)

Budgetary Information: There are no direct costs associated with passage of this legislation.

ORDINANCE NO. _____: It is requested an ordinance be passed creating a Designated Outdoor Refreshment Area; establishing requirements to ensure public health and safety within such area; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.ci.sandusky.oh.us – Click “Play” 



COMMUNITY DEVELOPMENT

Division of Planning

240 Columbus Ave.

Sandusky, Ohio 44870

419.627.8462

www.cityofsandusky.com

To: Eric L. Wobser, City Manager

From: Tom Horsman, Transit Administrator

Date: June 2, 2021

Subject: Commission Agenda Item – Landmark Commission Appeal

Items for Consideration: Appeal of the Sandusky Landmark Commission's decision to deny a Certificate of Appropriateness for a rooftop structure and deck on top of the Hemminger Saloon building at 333 W. Market St.

Background Information: An application for a Certificate of Appropriateness was submitted to the Landmark Commission by MAC Building and Development, LLC for comprehensive exterior renovations and the addition of a rooftop deck on top of 333 W. Market St. The Landmark Commission heard the application on May 19, 2021. The Landmark Commission approved a Certificate of Appropriateness for all proposed changes, with the exception of the proposed rooftop structures. A second motion was made to approve a Certificate of Appropriateness for the rooftop structures, and the result was three yes votes, three no votes, with one member being absent. The motion to approve the rooftop additions failed.

According to Section 1161.10 of the Sandusky Codified Ordinances, decisions by the Landmark Commission may be appealed in writing to the City Commission within ten days of the Landmark Commission hearing. The applicants submitted the appeal on May 24, 2021.

Budgetary Information: There are no costs associated with this legislation.

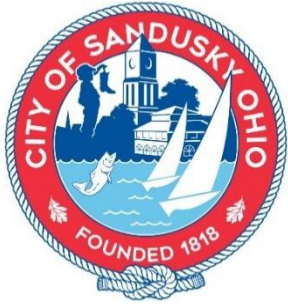
Action Requested: It is requested that legislation be adopted approving MAC Building and Development's Appeal of the Landmark Commission's decision.

I concur with this recommendation:

Eric L. Wobser
City Manager

Tom Horsman
Transit Administrator

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
McKenzie Spriggs, Clerk of the City Commission



Landmark Commission

240 Columbus Ave
Sandusky, Ohio 44870

419.627.5715

www.cityofsandusky.com

AGENDA

April 21, 2021

5:00 P.M.

**Virtual Meeting via Microsoft Teams and
Live Streamed on www.youtube.com/CityofSanduskyOH**

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1. Call to Order -Roll Call
 2. Review of April 21, 2021 Meeting Minutes
 3. Applications:
 - a. 131 E. Water Street
 - b. 333 W. Market Street
 4. Changes to COA application and process
 - Draft of COA application
 - Changes to process
 5. Opportunities and challenges for Landmark Commission
 - List of items from past minutes and commission discussions
 6. Identification of proposed city landmarks
 - Copy of Application for Landmark Designation
 - Sandusky Ohio Historic Inventory 1979, Addendum 1986
 7. Study of problems and determination of needs of the City in restoring/preserving historic buildings, structures, areas and neighborhoods.
 - Development of needs assessment
 8. Historic markers denoting landmark/historic buildings in the City.
 - Image of City of Cleveland marker
 9. Liaison on behalf of city to individuals and organizations concerned with historic preservation; educate citizens regarding historic preservation and concerns.
 - Old House Guild of Sandusky

- Erie County Historical Society
- Sandusky Library
- Follett House Museum
- Merry-Go-Round Museum
- Maritime Museum of Sandusky
- Sandusky Children's Museum

10. Other Business

11. Administrative Approvals Report

12. Adjournment

NEXT MEETING: June 16, 2021

Please notify staff at least 2 days in advance of the meeting if you cannot attend.

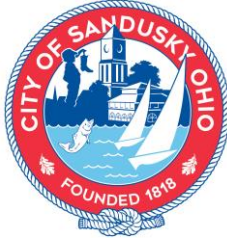
LANDMARK COMMISSION REPORT

APPLICATION FOR RENOVATION OF THE HEMMINGER SALOON AT 333 W. MARKET ST.

Reference Number: PLC21-0014

Date of Report: May 19, 2021

Report Author: Tom Horsman



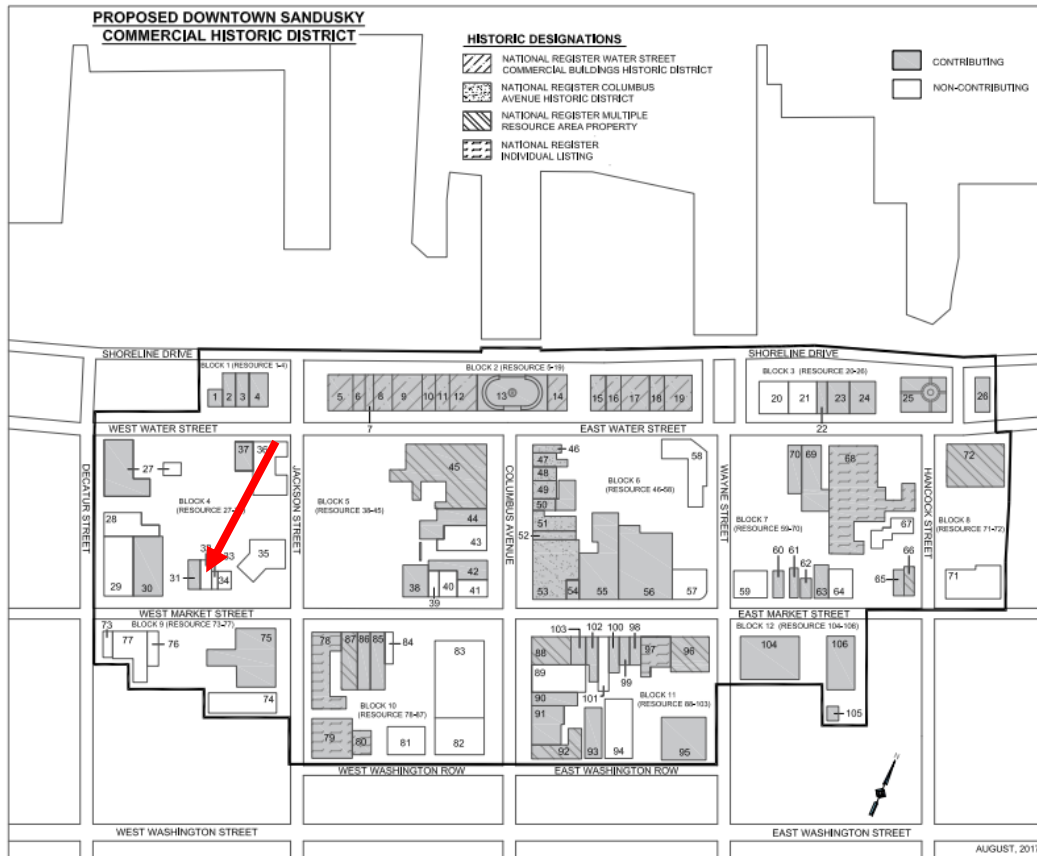
City of Sandusky, Ohio

Landmark Commission Report

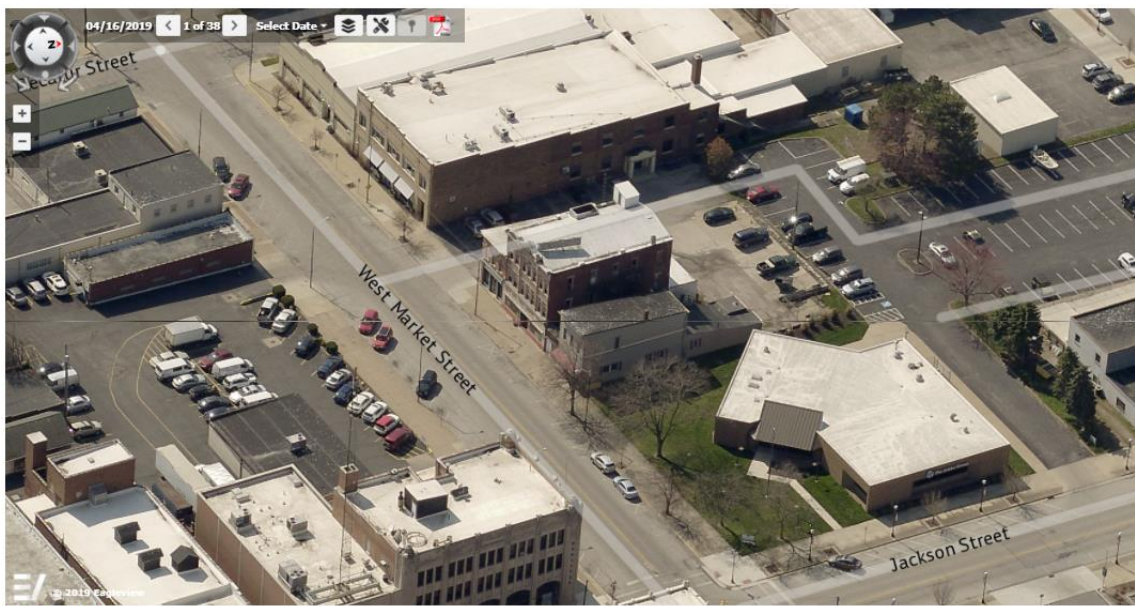
BACKGROUND INFORMATION

Applicant/ Owner:	Conor Whelan MAC Building and Development 333 W. Market St. Sandusky, OH
Site Location:	333 W. Market St.
Historic Status:	Hemminger Saloon – Individually listed on the National Register of Historic Places and a contributing building to the Downtown Sandusky Commercial Historic District
Zoning:	"DBD"/Downtown Business District
Existing Uses:	Vacant
Proposed Project:	Renovation into apartments and a brewpub on the first floor. Construction of a rooftop deck.

SITE DESCRIPTION



Aerial View of the property from spring 2019



DEPARTMENT OF PLANNING COMMENTS

The Landmark Commission denied an application for a Certificate of Appropriateness for this building in March 2021. The applicant has resubmitted a new application with additional detail and some changes from the previous application. The applicant has provided a description of the exterior work to be done, along with elevation drawings, photos, and renderings.

Comments from previous application:

The Hemminger Saloon was originally constructed between 1884-1886. It is listed individually on the National Register and also a contributing building in the downtown historic district. The downtown district National Register nomination form describes the building as follows,

“Listed on the National Register (Criterion C) in October 1982. This building was built in 1884-1886 for Jacob Hemminger for the purpose of a saloon. The Hemminger Saloon is a three-and-a-half story brick building with a stone foundation is designed in the High Victorian style and features a peaked tin cornice with brackets and a three-sided window with stone trim. The pilasters have carved stone trim. Windows have carved stone lintels in front; side windows have plain stone lintels. The first floor has a recessed door. A stone addition has been added in the rear. Although modified from its original design, it retains its historic integrity.”

The upper part of the façade retains most of its historic integrity, however, the first floor storefront has been heavily altered over the years. The applicant is proposing to reconfigure the first floor storefront, add balconies to the rear of the building above the first floor stone addition, and to construct a rooftop deck on top of the building. Work had commenced on a

roof structure in late 2020, but has since been halted for review by the Landmark Commission. This structure encloses the staircase that leads to the roof.

The Sandusky Preservation Design Guidelines do not specifically address additions built on top of historic buildings. The National Park Service's ITS 47 brief, Rooftop Additions on Mid-Size Historic Buildings, of the Secretary of the Interior Guidelines states:

"A successful rooftop addition does not significantly impact the character of the historic building. It is subordinate to the historic building in size and design, and compatible with its massing, scale, materials and features. It must be set far enough back from the primary elevation(s) of the building — usually at least one bay, so that it is not highly visible from the public right-of-way. In most cases, rooftop additions should not be more than one story and, generally, they are not appropriate for buildings consisting of three stories or less."

The Landmark Commission has recently approved a number of rooftop structures on buildings along Water Street and Shoreline Drive. The location of the buildings near the waterfront allows for a unique experience and having publicly accessible rooftop structures enhances the vibrancy of the downtown. The Preservation Guidelines do speak more generally about additions to historic buildings and state that additions should be constructed in a way that it's clear that they are new additions and not meant to blend in with the historic building.

The location of this building on W. Market St. does slightly distinguish itself from the buildings on Water St. in that it is at least one story taller than adjacent buildings, which makes the rooftop addition more visible than some of the other ones that have been constructed downtown.



LANDMARK COMMISSION

Application for a Certificate of Appropriateness

Department of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891

Instructions to Applicants

www.cityofsandusky.com

MEETINGS: 3rd Wednesday of each month at 4:30 P.M.* – City Commission Chamber, First Floor of City Hall.

Meeting dates are subject to change. Please check www.cityofsandusky.com/Landmark for an updated schedule.* **DUE DATE FOR SUBMITTALS:

Applications are due by 5:00 P.M. on the date of the preceding month's Landmark Commission meeting.

WHO MUST ATTEND: The property owner, or the authorized agent of the owner, must be present at the Landmark Commission meeting.

APPLICATION FEE: No Fee.

SUBMISSION REQUIREMENTS: Please provide either a hard copy or electronic copy of the following:

- 1) Completed application
- 2) Supporting documentation:
 - A. New Construction
 - a. Scaled drawings
 - b. Site plan
 - c. Photographs
 - d. Material list
 - B. Additions/Alterations
 - a. Scaled drawings
 - b. Photographs
 - c. Material list
 - C. Signage
 - a. Scaled drawings
 - b. Location of sign
 - c. Photographs
 - d. Width of building
 - e. Lot frontage
 - D. Demolition
 - a. A report as to the structural soundness of the building prepared by professionals experienced in preservation and rehabilitation
 - b. Estimates of the costs and income for rehabilitation of the building
 - c. Estimates of the costs and income for new development
 - d. Valuation of the property
 - e. Preliminary development plans

*Historic photographs of the structure/property may be requested by Planning Staff or the Landmark Commission

Please note that the granting of a Certificate of Appropriateness is not a Building Permit. A separate Building Permit must be issued prior to all construction.

Submit application and materials to:

City of Sandusky
Department of Planning
240 Columbus Ave.
Sandusky, OH 44870

Contact Thomas Horsman, Assistant Planner, at 419-627-5715 or thorsman@ci.sandusky.oh.us with any questions.

Application for a Certificate of Appropriateness

STAFF USE ONLY:

Filing Date: _____ Hearing Date: _____ Reference Number: _____

Address of Property for Certificate of Appropriateness: __333 W Market St_____

Name of Property Owner: _MAC Building and Development LLC, Conor Whelan and Tony Limberios__

Mailing Address of Property Owner: _333 W. Market St_____

City: __Sandusky_____ State: __OH_____ Zip: 44870 Telephone

#: _419-239-4877_____ Email: _____macbuilders96@gmail.com_____

If same as above check here (SAME AS ABOVE)

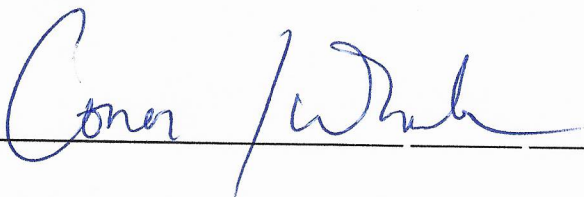
Name of Applicant:

_____ Mailing Address of
Applicant: _____

City: _____ State: _____ Zip: _____

Telephone #: _____ Email: _____

Description of Work to be Done: Please see the attached document (extra pages) with detailed description



4/21/21

Signature of

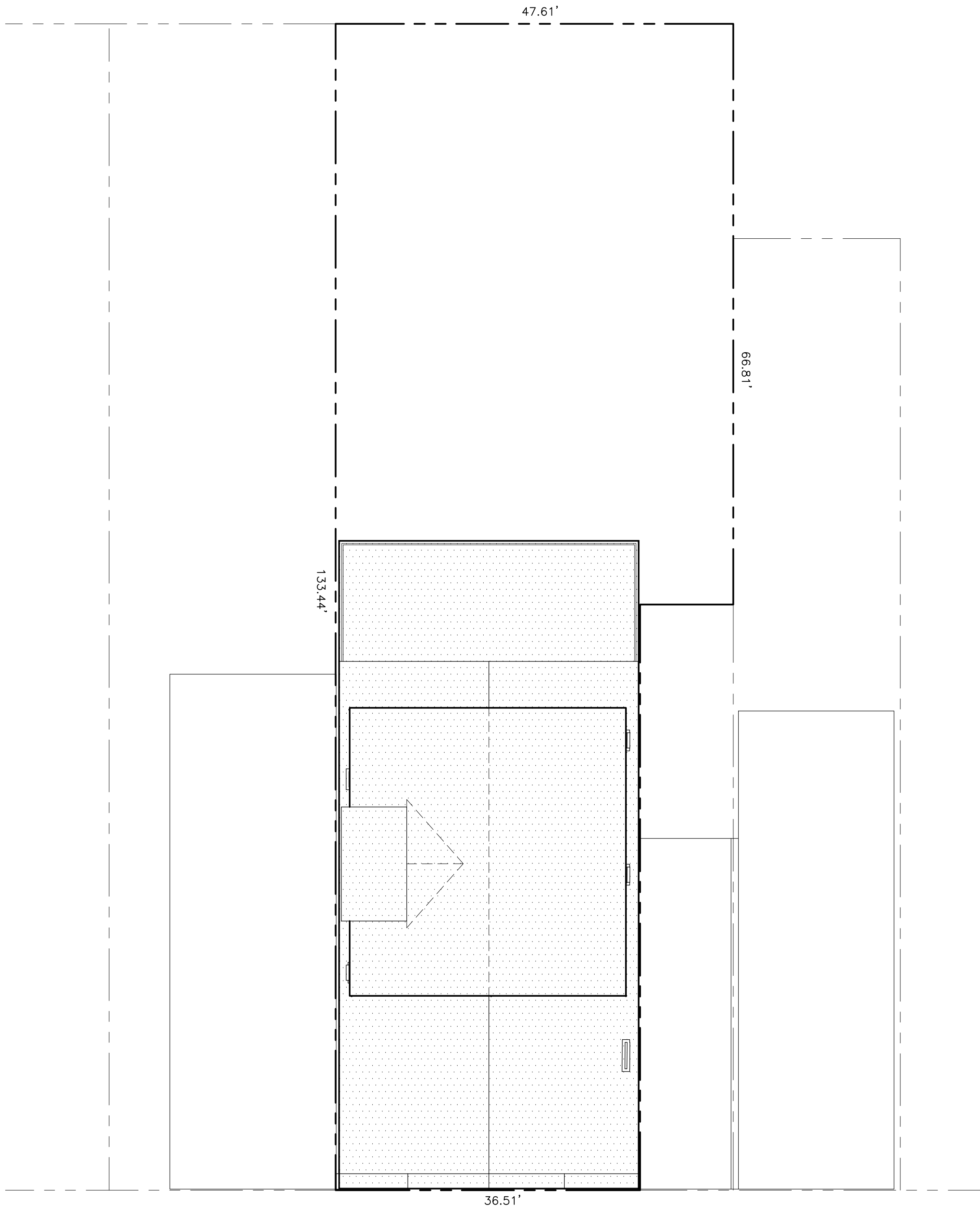
Property Owner Date Signature of Authorized Agent Date

The guidelines can be found on the city's website at

http://www.cityofsandusky.com/residents/planning_and_zoning/historic_preservation.php

The Secretary of the Interior's Standards for the Treatment of Historic Properties

- (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.



MARKET STREET

SITE PLAN

SCALE: 1" = 10'-0"



Brewpub & Apartments Renovations

Phase I - 2nd & 3rd Floor Apartments

Phase II - 1st Floor & Basement

Phase III - Roof Deck

333 West Market Street Sandusky, Ohio

PHASE 1 OF THE PROJECT CONSISTS OF REMODELING THE EXISTING 2ND FLOOR & 3RD FLOOR APARTMENTS.
TO BE REVIEWED AS SECTION 3404 EXISTING BUILDINGS AND STRUCTURES - ALTERATIONS

CODE REVIEW

BASED ON 2017 OHIO BUILDING CODE WITH UPDATES
2017 OHIO PLUMBING CODE
2017 OHIO MECHANICAL CODE
2017 NATIONAL ELECTRICAL CODE
2009 ACCESSIBLE AND USABLE BUILDINGS (ICC A117.1)
2012 INTERNATIONAL ENERGY CONSERVATION CODE

CHAPTER 302 USE AND OCCUPANCY CLASSIFICATION

EXISTING: FLOOR 1 - M MERCANTILE, FLOORS 2 & 3 - R2 APARTMENTS
306.3 PHASE I - FLOOR 2 & 3; R-2 APARTMENTS, PHASE II - CHANGE OF USE FLOOR 1: A-2 BREWPUB
TABLE 503 ALLOWABLE BUILDING HEIGHTS AND AREAS

ACTUAL HEIGHT - 41'-4"
ACTUAL STORIES - 3 STORY
EXISTING AREA - FLOOR 1: 2540 SF,
FLOOR 2: 2078 SF, NEW 2ND FLR. DECK: 487 SF
FLOOR 3: 2078 SF, NEW 3RD FLR. DECK: 487 SF

TABLE 508.4 REQUIRED SEPARATION OF OCCUPANCIES (HOURS)
2 HOUR SEPARATION BETWEEN THE FIRST FLOOR AND 2ND FLOOR REQUIRED AND 2 HOUR PROVIDED

TABLE 602 & 601 CONSTRUCTION TYPE 3B,

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS
NONE REQUIRED OR PROVIDED

SECTION 906 PORTABLE FIRE EXTINGUISHERS - ORDINARY(MODERATE)HAZARD OCCUPANCY
ONE 10B 2-A PROVIDED AT EACH EXIT
MINIMUM RATED SINGLE EXTINGUISHER - 2-A
MAXIMUM TRAVEL DISTANCE TO EXTINGUISHER - 75 FEET ACTUAL 40 FEET

SECTION 907 FIRE ALARM & DETECTION SYSTEMS FLR 2 & 3 APTS: SMOKE DETECTORS PROVIDED

CHAPTER 10 MEANS OF EGRESS

TABLE 1004.1.1 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT
A2: 15/SF NET 1154/15 = 77 OCCUPANTS
R2: 200/SF GROSS FLR 2 - 1658/200 = 8 OCCUPANTS, FLR 3 - 1714 /200 = 8 OCCUPANTS

SECTION 1005 EGRESS WIDTH
REQUIRED WIDTH 43 X 0.2 INCH = 8.6 INCHES TOTAL PROVIDED = 36 INCHES

TABLE 1006.2.1 SPACES WITH ONE EXIT OR EXIT ACCESS DOORWAY

SECTION 1008 MEANS OF EGRESS ILLUMINATION
ILLUMINATION AND EMERGENCY POWER IS PROVIDED

TABLE 1017.2 EXIT ACCESS TRAVEL DISTANCE
r-2 = 200 FEET 85 FEET PROVIDED

GENERAL NOTES

- All work shall be constructed under City of Sandusky inspection. Materials and construction for storm & sanitary sewage, water and highway improvements shall meet all state and local codes. Building materials and construction shall meet Local Building and Zoning Codes and Ohio Building Code.
- All Proper permits must be obtained for all construction work (which has been approved by proper departments) prior to any construction. It shall be the responsibility of each individual contractor to secure and pay for all the required State and Local permits. Plumbing and Electrical Contractors to be responsible for their own permits, fees and ect.
- All contractors, including the General and his Subcontractors, Electrical, Plumbing, must be licensed to do work within the governing municipality.
- All materials to be new or unused quality and installed & finished per manufacturer specifications & industry standards.
- All Contractors shall visit the site and familiarize themselves with existing physical conditions. Before & during construction, contractors will verify all dimensions & elevations & conditions. Any discrepancies or unknowns found will be brought to the owner's representative before proceeding with work.
- Materials and arrangements neither shown nor noted, but obviously necessary to complete the work for proper performance and use, usually included in work of similar character, shall be furnished and installed without additional cost to the Owner.
- Any materials and/or equipment to be removed by contractors will be offered to the Owner after removal. Materials and/or equipment not wanted by the Owner shall be disposed, by the Contractor off the site.
- It is the Contractor's sole responsibility to follow all applicable safety codes and regulations during construction. Contractors will provide all necessary construction barriers to maintain Owner's safety.
- All construction materials, equipment & job trailers shall be stored only in areas designated by the Owner.
- General Contractor shall provide & maintain a refuse container for all construction debris. Contractors working on the site shall clean up work areas on a daily basis to the satisfaction of the Owner.
- Any damage by Contractors to existing surfaces, materials, equipment during construction will be repaired or replaced to Owner's satisfaction.

ABBREVIATIONS

AFF ABOVE FINISH FLOOR
ARCH ARCHITECT(URAL)
BLDG BUILDING
CJ CONTROL
CLG CEILING
CONC CONCRETE
CONT CONTINUOUS
C.T. CERAMIC TILE
DIA. DIAMETER
D.S. DOWNSPOUT
DWG DRAWING
(E) EXISTING
EA EACH
EJ EXPANSION JOINT
ELEC ELECTRICAL
EL ELEVATION
EQUIP EQUIPMENT
EWC. ELECTRIC WATER COOLER
F.D. FLOOR DRAIN

F.O.C. FACE OF CONCRETE
F.O.F. FACE OF FINISH
F.O.S. FACE OF STUD
F.R. FIRE-RETARDANT
GA. GAUGE OR GAGE
GC. GENERAL CONTRACTOR
G.I. GALVANIZED
GYP.BD GYPSUM BOARD
H.C. HOLLOW CORE
H.M. HOLLOW METAL
HORIZ HORIZONTAL
HT HEIGHT
I.D. INSIDE DIAMETER
JT JOINT
LAV LAVATORY
MAX MAXIMUM
MECH MECHANICAL
MFR MANUFACTURER
MIN. MINIMUM

M.O. MASONRY OPENING
(N) NEW
NIC NOT IN CONTRACT
NOM NOMINAL
NTS NOT TO SCALE
O.C. ON CENTER
O.D. OUTSIDE DIAMETER
OPG OPENING
OPP OPPOSITE
(P) PAINT
PR PAIR
R RISER
(R) REMOVE
RE: REFER (TO)
REQD REQUIRED
R.D. ROOF DRAIN
R.O. ROUGH OPENING
S.C. SOLID CORE
SF SQUARE FEET

SIM. SIMILAR
SPEC SPECIFICATIONS
S.S. STAINLESS STEEL
STD STANDARD
STR. STRUCTURAL
S.A.C SUSPENDED ACOUSTIC CEILG.
T TREAD
T.O.B. TOP OF BEAM-STEEL
T.O.C. TOP OF CONCRETE
T.O.W. TOP OF WALL
TYP TYPICAL
UNQ. UNLESS NOTED OTHERWISE
VCT. VINYL COMPOSITION TILE
W/ WITH
WC WATER CLOSET
WR WATER RESISTANT
WWF. WELDED WIRE FABRIC
MFR. MANUFACTURER
GWB GYPSUM WALL BOARD

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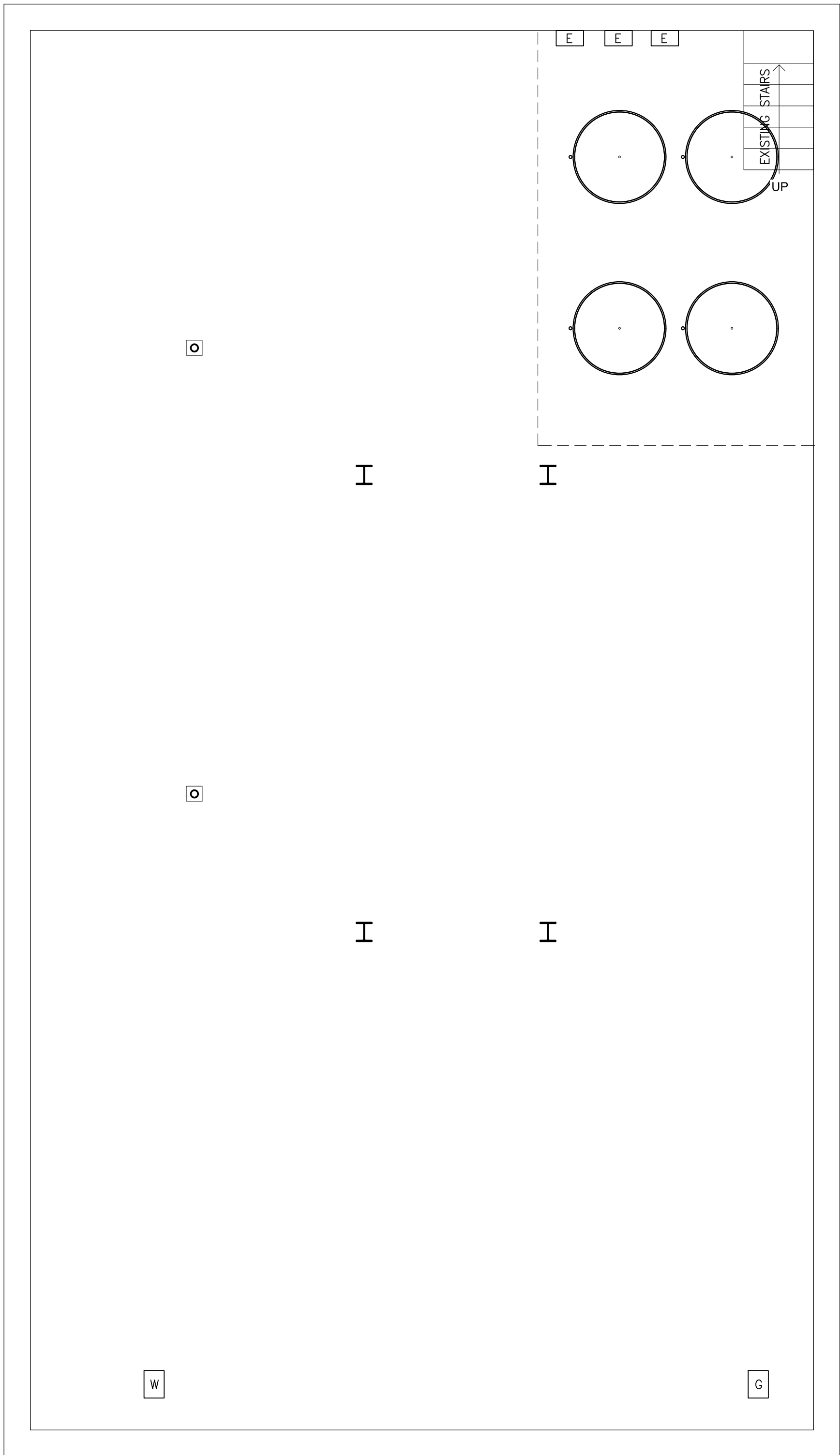
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DRAWING LEGEND

T-1 TITLE PAGE SITE PLAN
A-1 FLOOR PLAN 1 & BSMT
A-2 FLOOR PLAN 2 & 3
A-3 ELEVATIONS
A-4 ROOF PLAN
A-5 STAIR SECTIONS
A-6 SECTIONS, STAIR PLANS
A-7 SCHEDULES
S-1 STRUCTURAL PLANS
S-2 STRUCTURAL ROOF PLANS
P-1 PLUMBING PLANS
P-2 PLUMBING PLANS
M-1 MECHANICAL PLANS
M-2 MECHANICAL PLANS
E-1 LIGHTING/POWER PLAN
E-2 POWER SCHEDULES

Phase II
Basement Plan

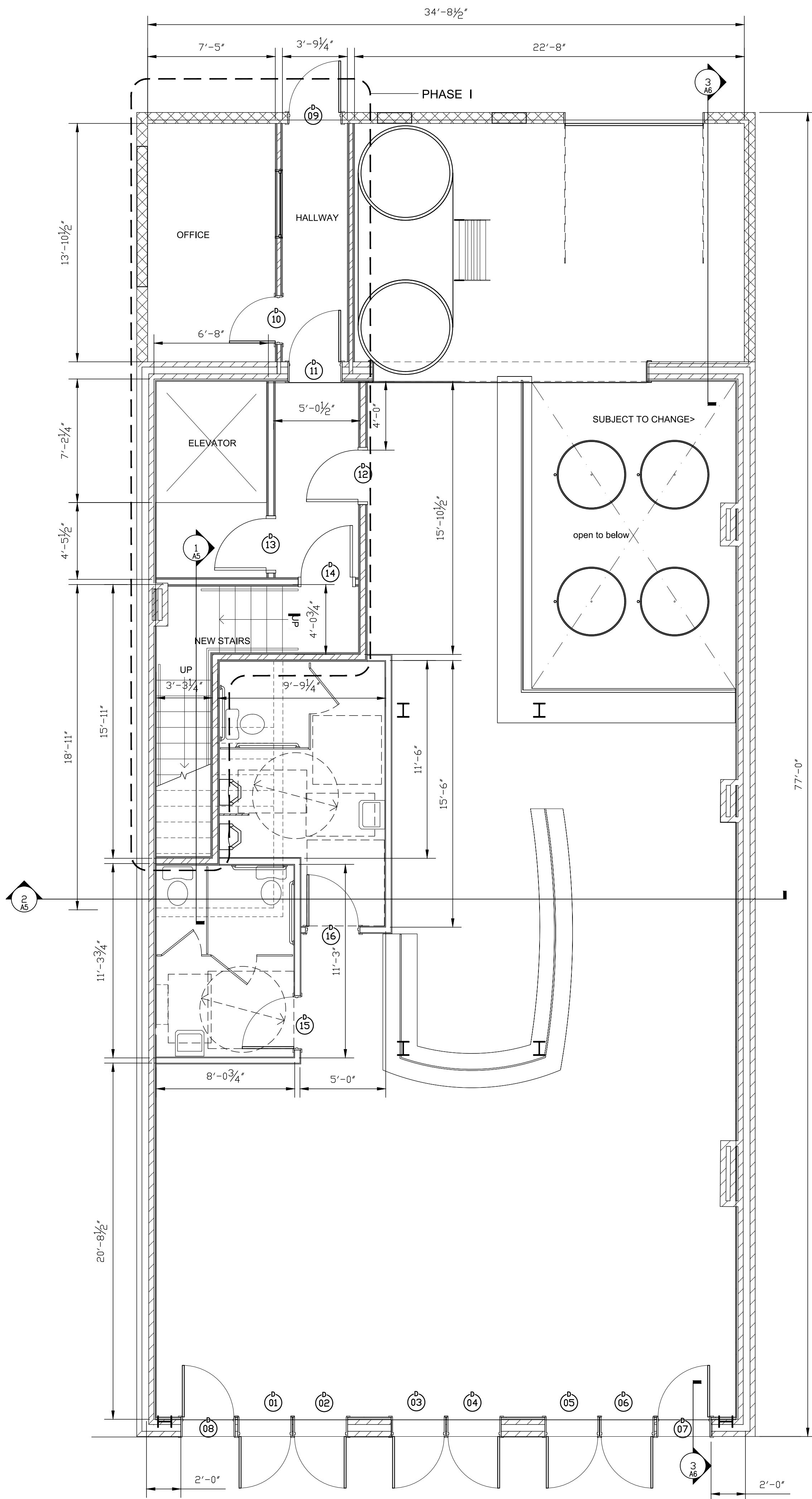
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- EXISTING MASONRY WALL
- GA FILE No. WP 4136
NEW WOOD FRAMED 2 HR RATED WALL 2x4
STUDS @ 16" C/C, (2) LAYERS 5/8" GWB
COMPLETE DESCRIPTION ON DWG. A2
- GA FILE No. WP 3241
NEW WOOD FRAMED 1 HR RATED PARTITION WALL
EACH SIDE 2x4 STUDS @ 16" C/C, (1) LAYERS 5/8" WITH
RESILIENT CHANNELS ON ONE SIDE. COMPLETE DESCRIPTION
ON SECTION 2 ON A5

Phase II
1st Floor Plan

SCALE: 1/4"=1'-0"



FLOOR PLAN

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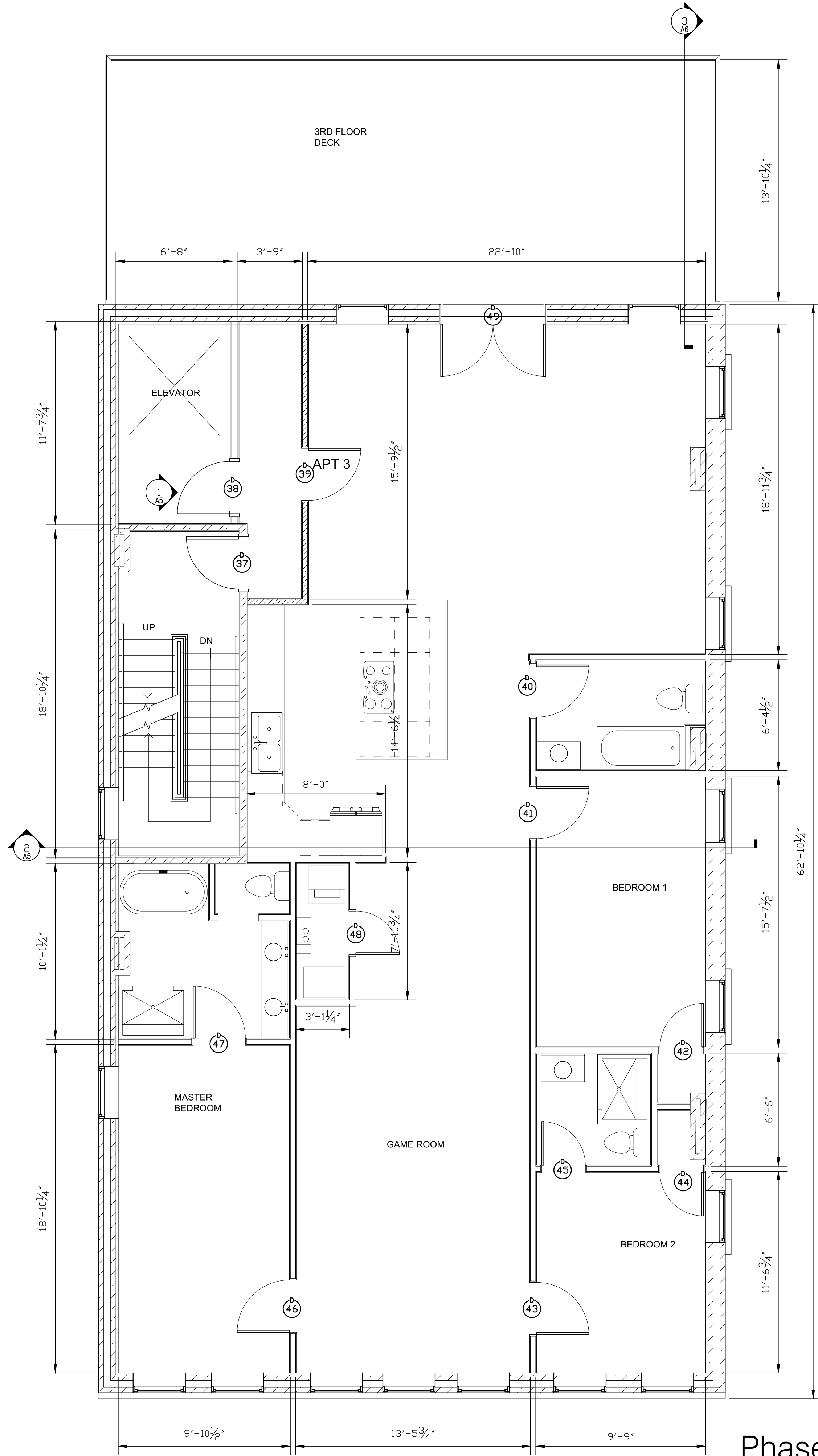
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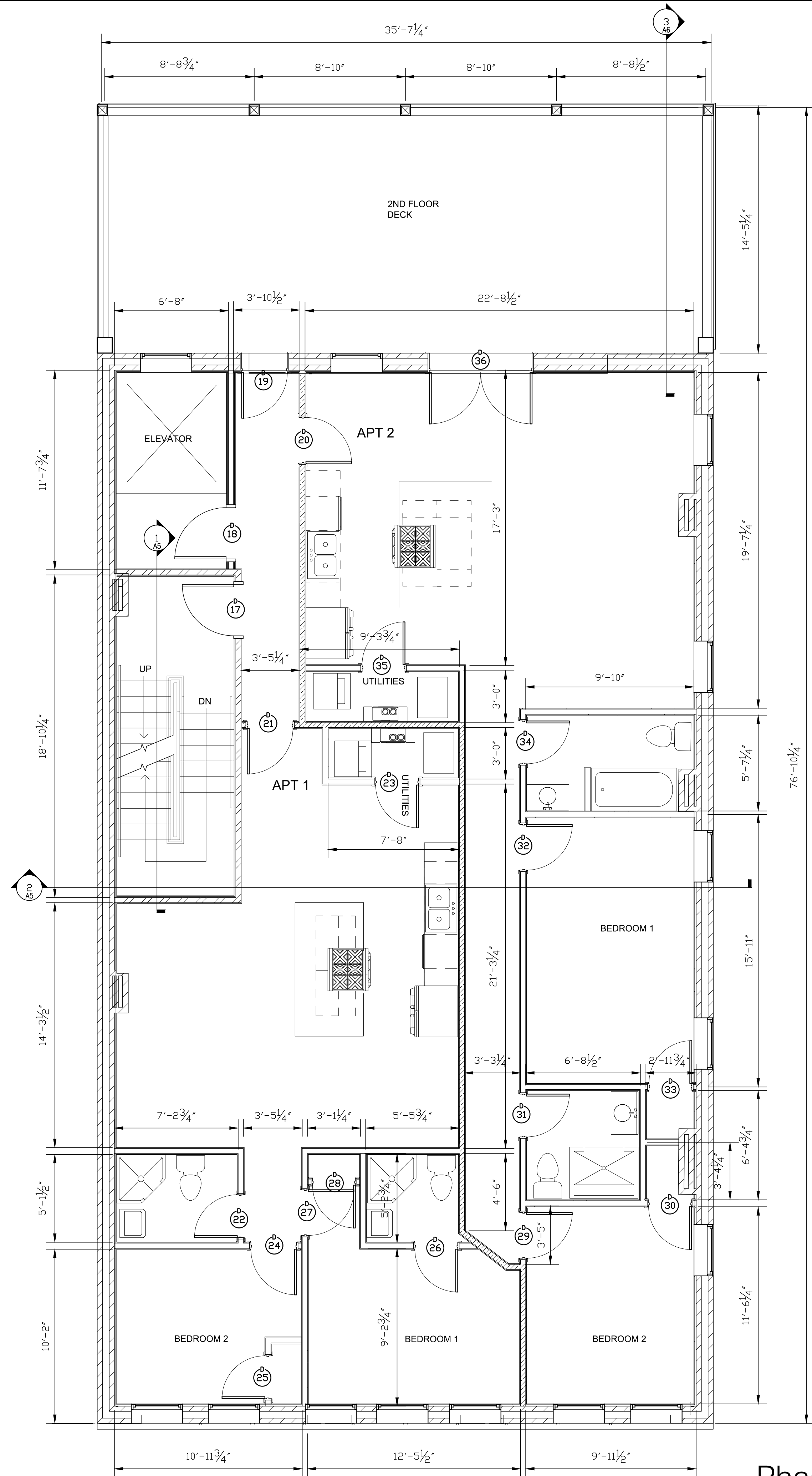
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Phase I
3rd Floor Plan

SCALE: 1/4"=1'-0"

- EXISTING MASONRY WALL
- GA FILE No. WP 4136
NEW WOOD FRAMED 2 HR RATED WALL 2x4
STUDS @ 16" C/C, (2) LAYERS 5/8" GWB
COMPLETE DESCRIPTION ON DWG. A2
- GA FILE No. WP 3241
NEW WOOD FRAMED 1 HR RATED PARTITION WALL
EACH SIDE 2x4 STUDS @ 16" C/C, (1) LAYERS 5/8" WITH
RESILIENT CHANNELS ON ONE SIDE. COMPLETE DESCRIPTION
ON SECTION 2 ON A5



Phase I
2nd Floor Plan

SCALE: 1/4"=1'-0"

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FLOOR PLANS 2 & 3

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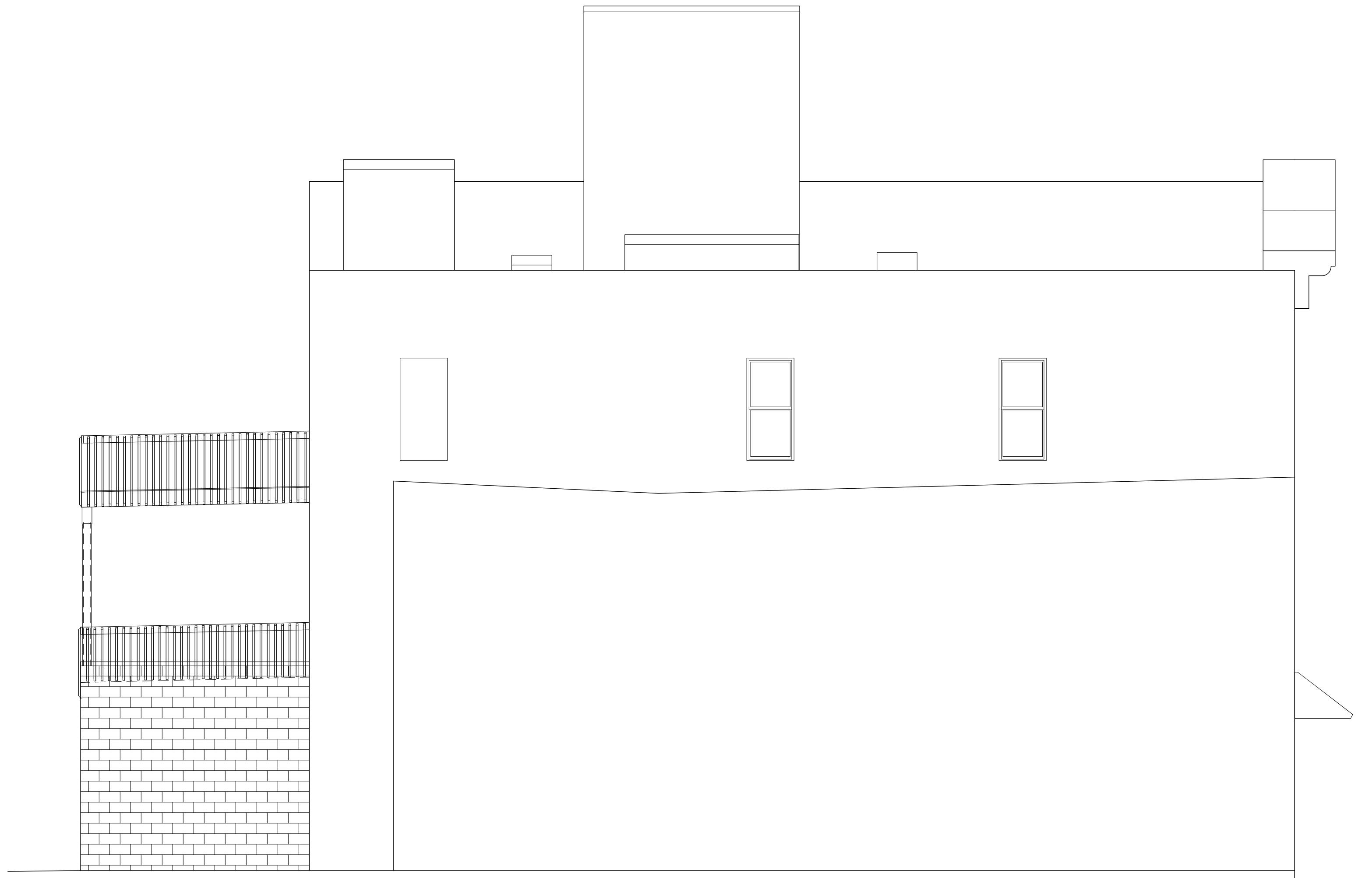
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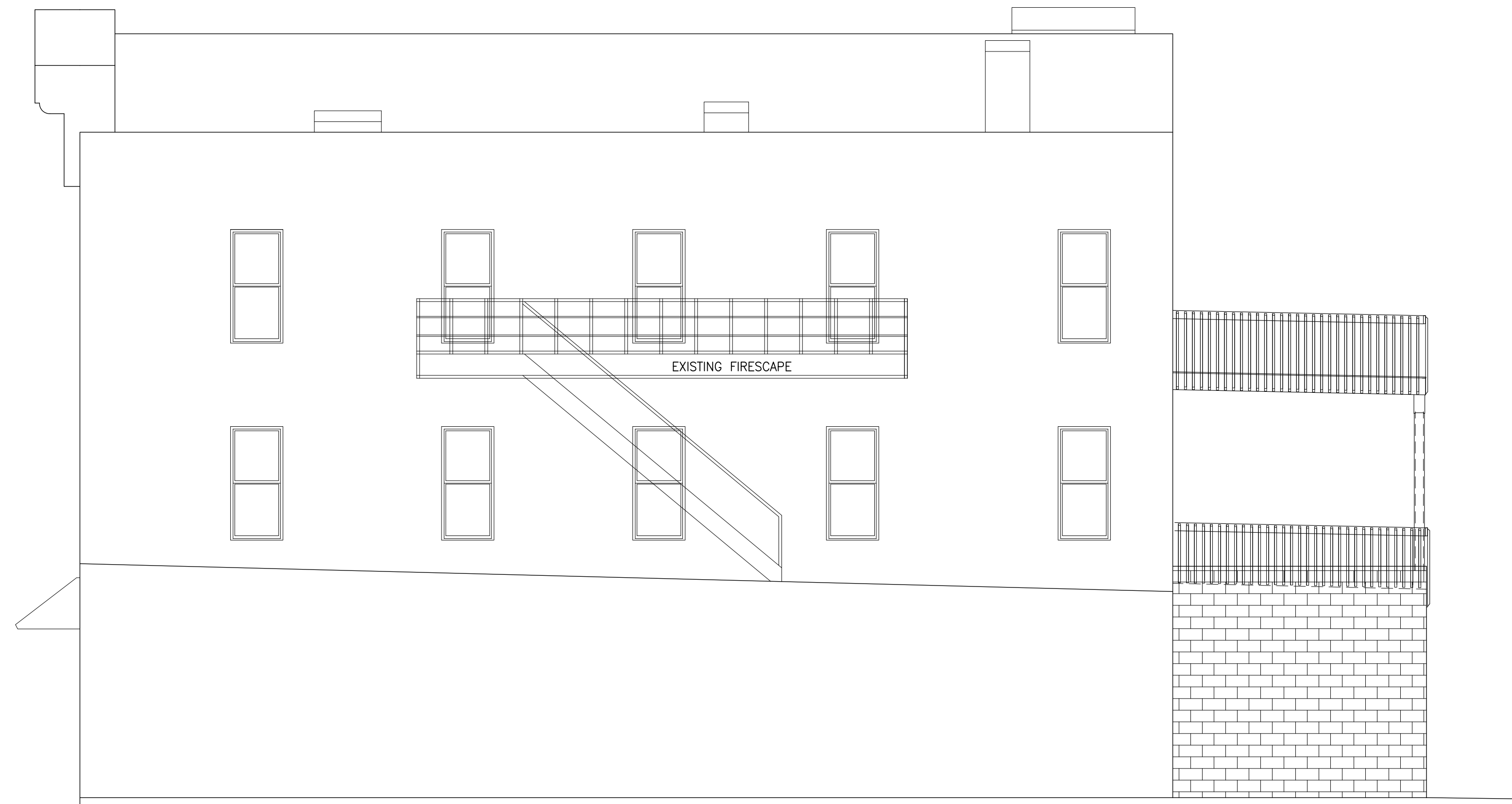
N Elevation

SCALE: 1/4"=1'-0"



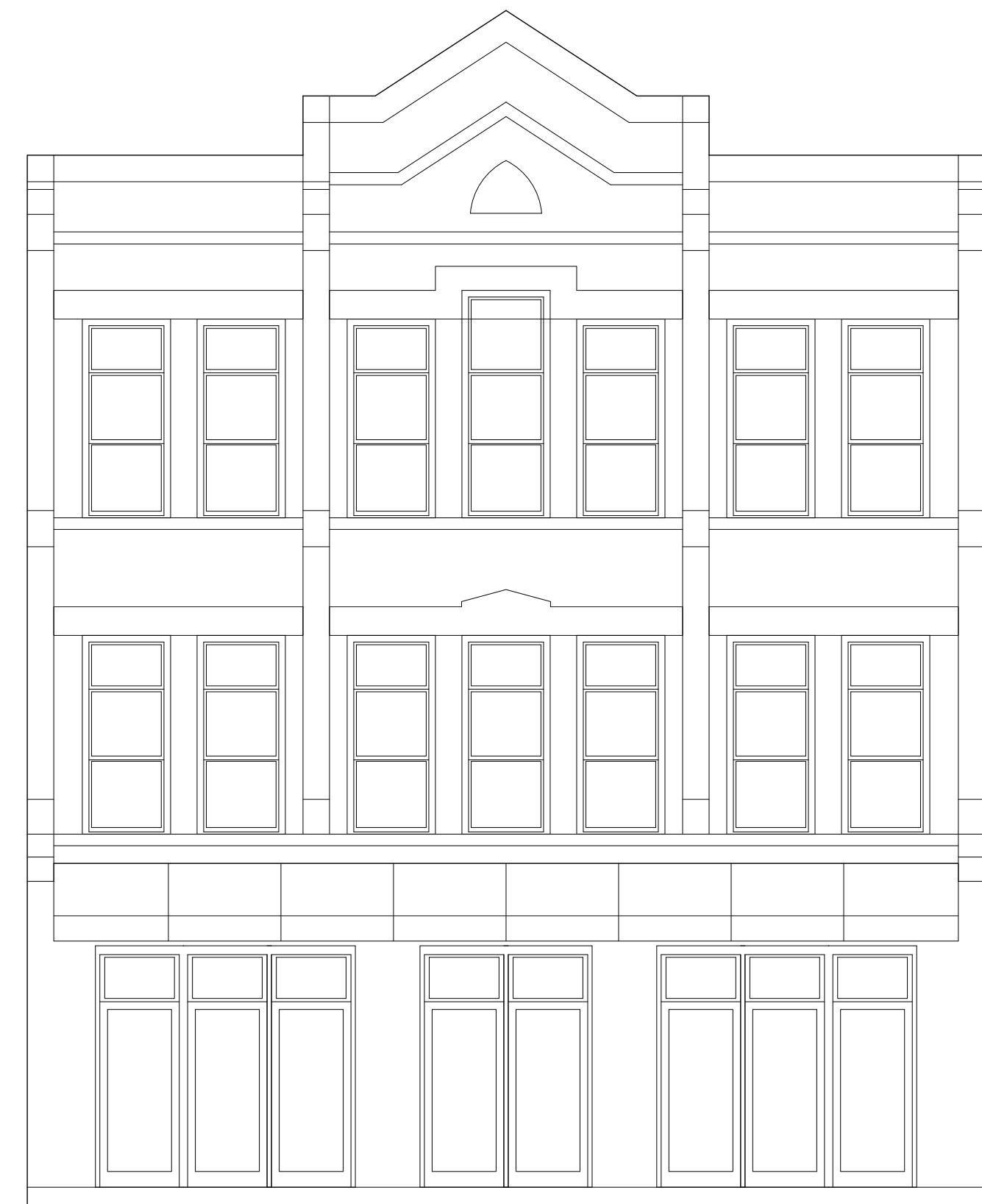
West Elevation

SCALE: 1/4"=1'-0"



East Elevation

SCALE: 1/4"=1'-0"



S Elevation

SCALE: 1/4"=1'-0"

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ELEVATIONS

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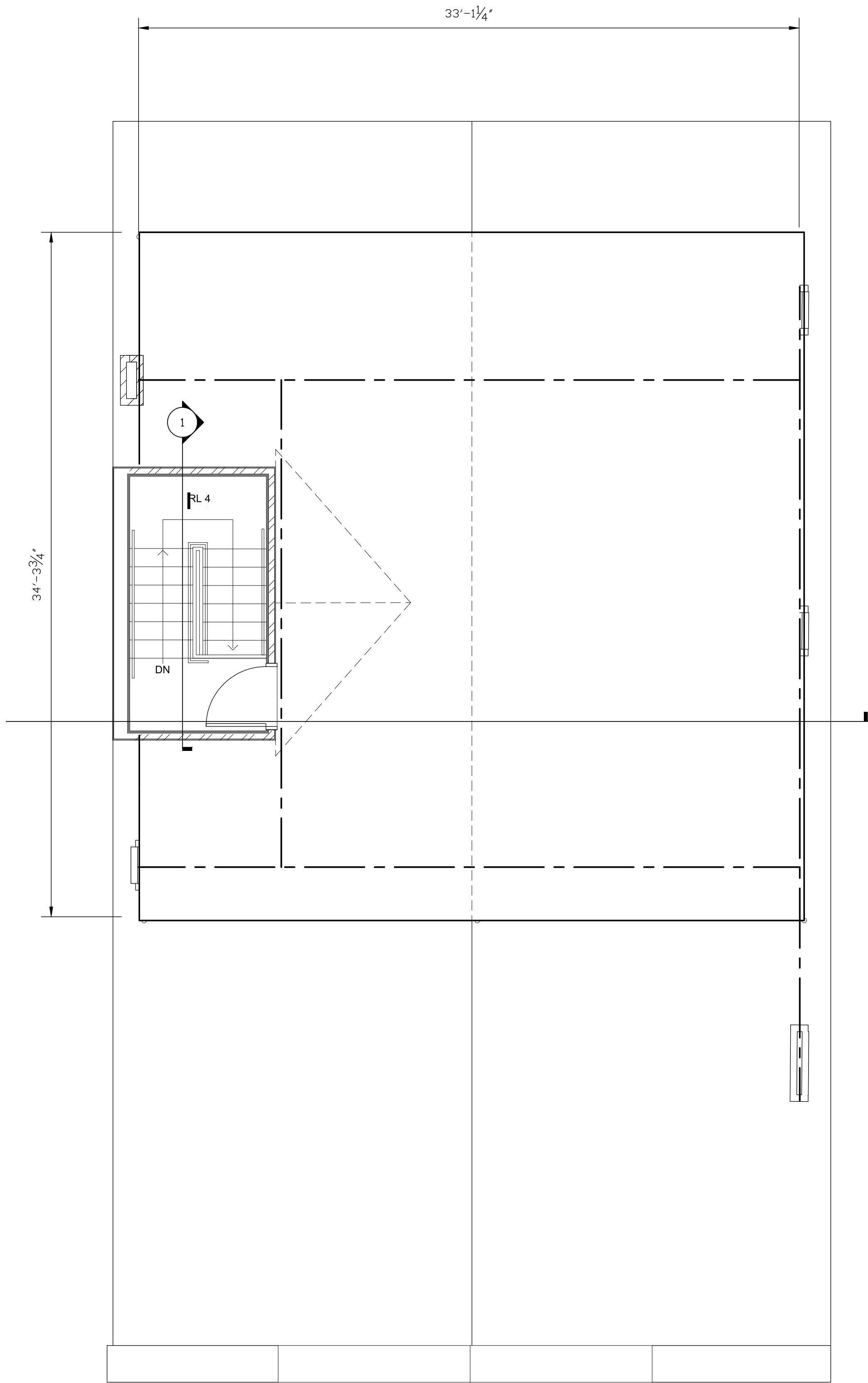
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A3

SHEET 4 OF

PROJECT NO. A020-016



Phase III
Roof Deck Plan

SCALE: 1/4"=1'-0"

PRELIMINARY ROOF DECK PLAN

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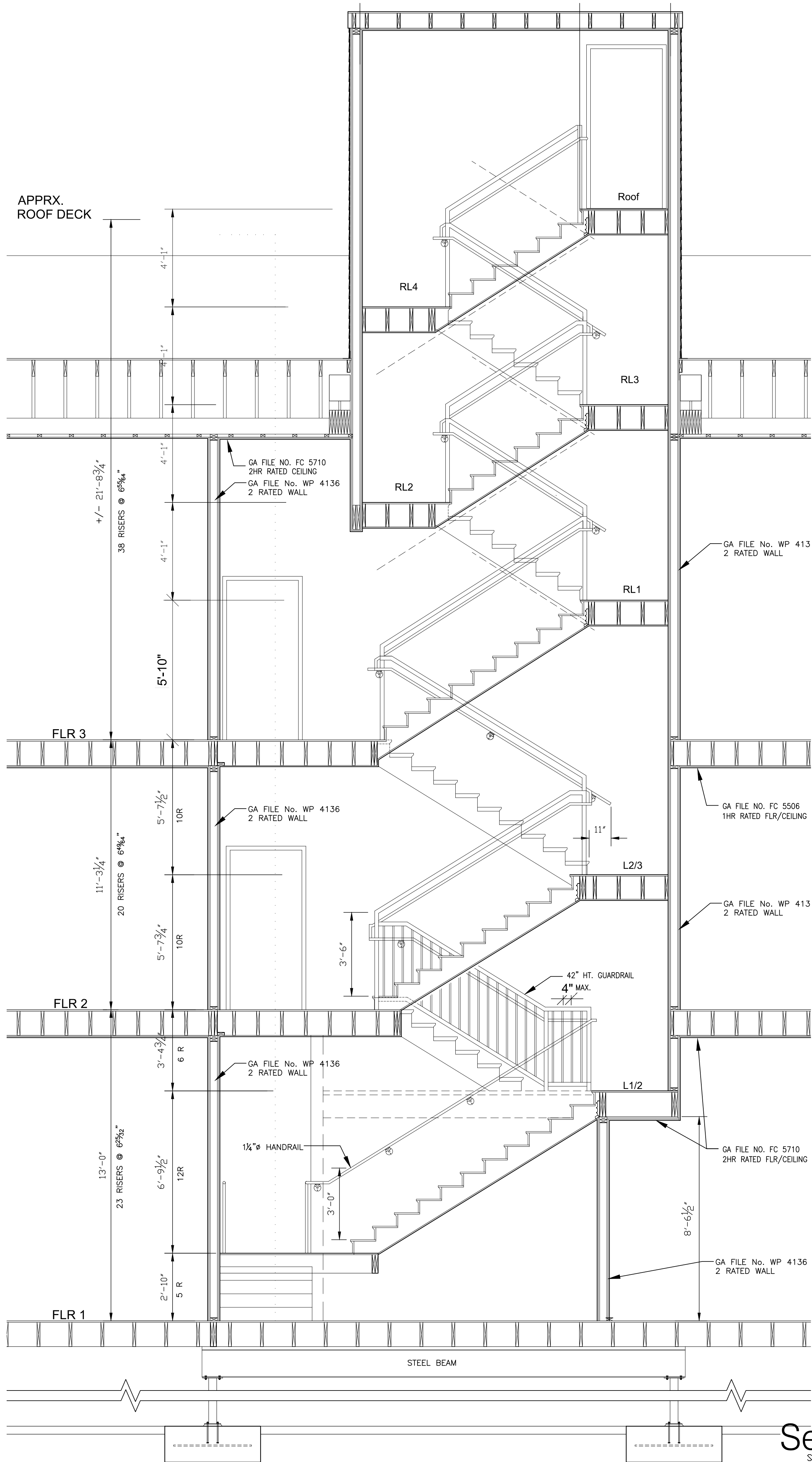
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SHEET	5 OF
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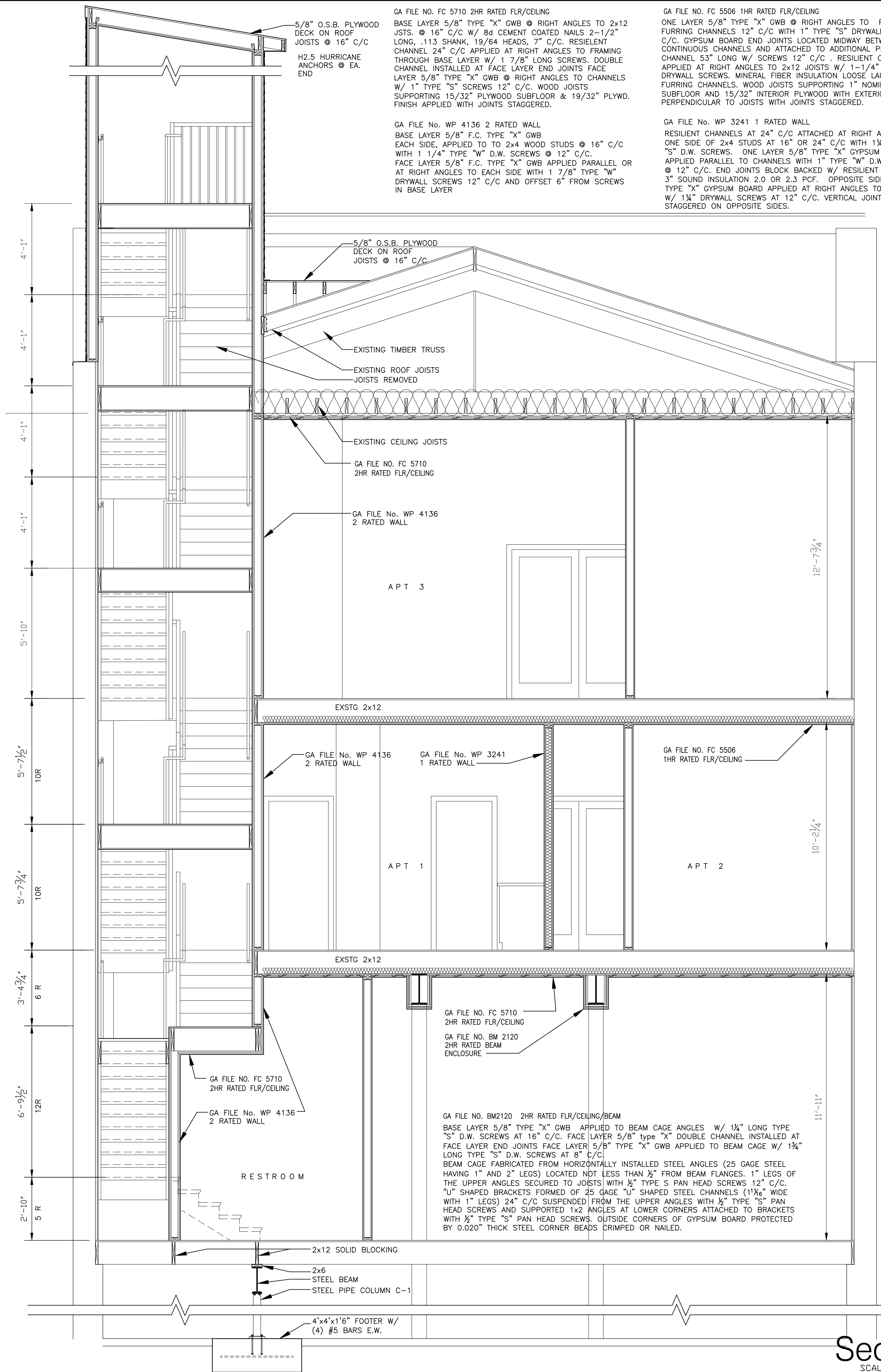
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Section 1
SCALE: 3/8"=1'-0"



Section 2
SCALE: 3/8"=1'-0"

24x36

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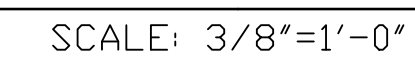
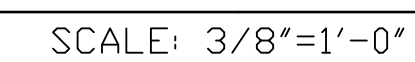
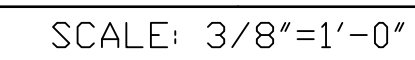
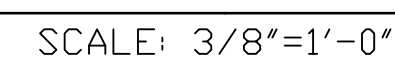
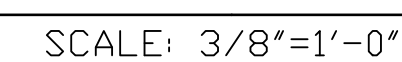
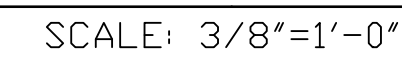
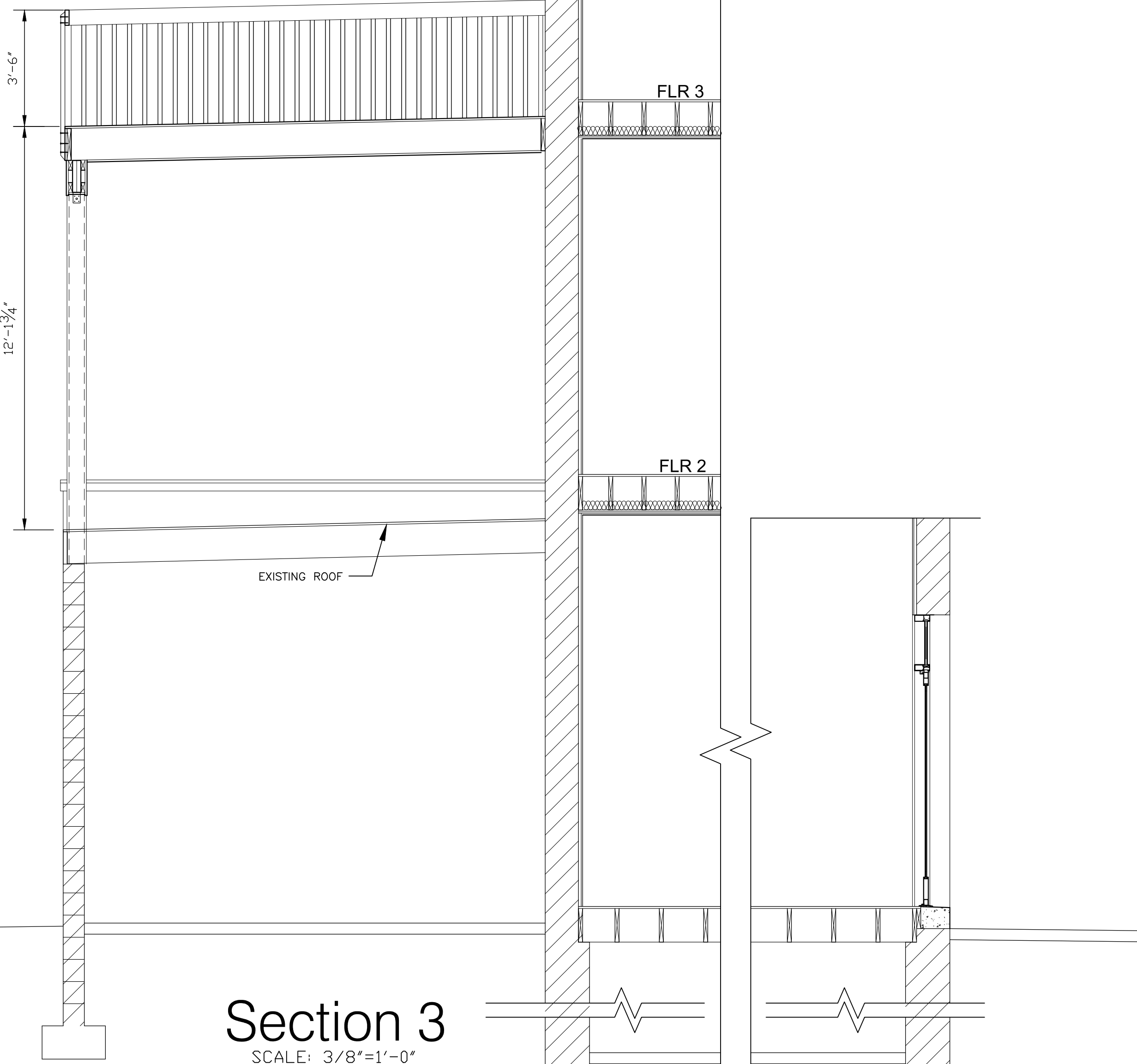
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SECTIONS

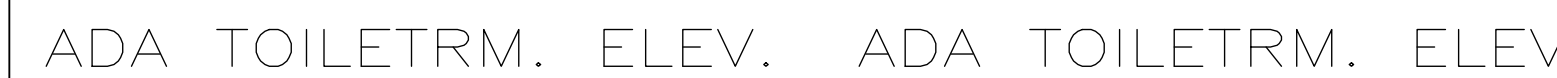
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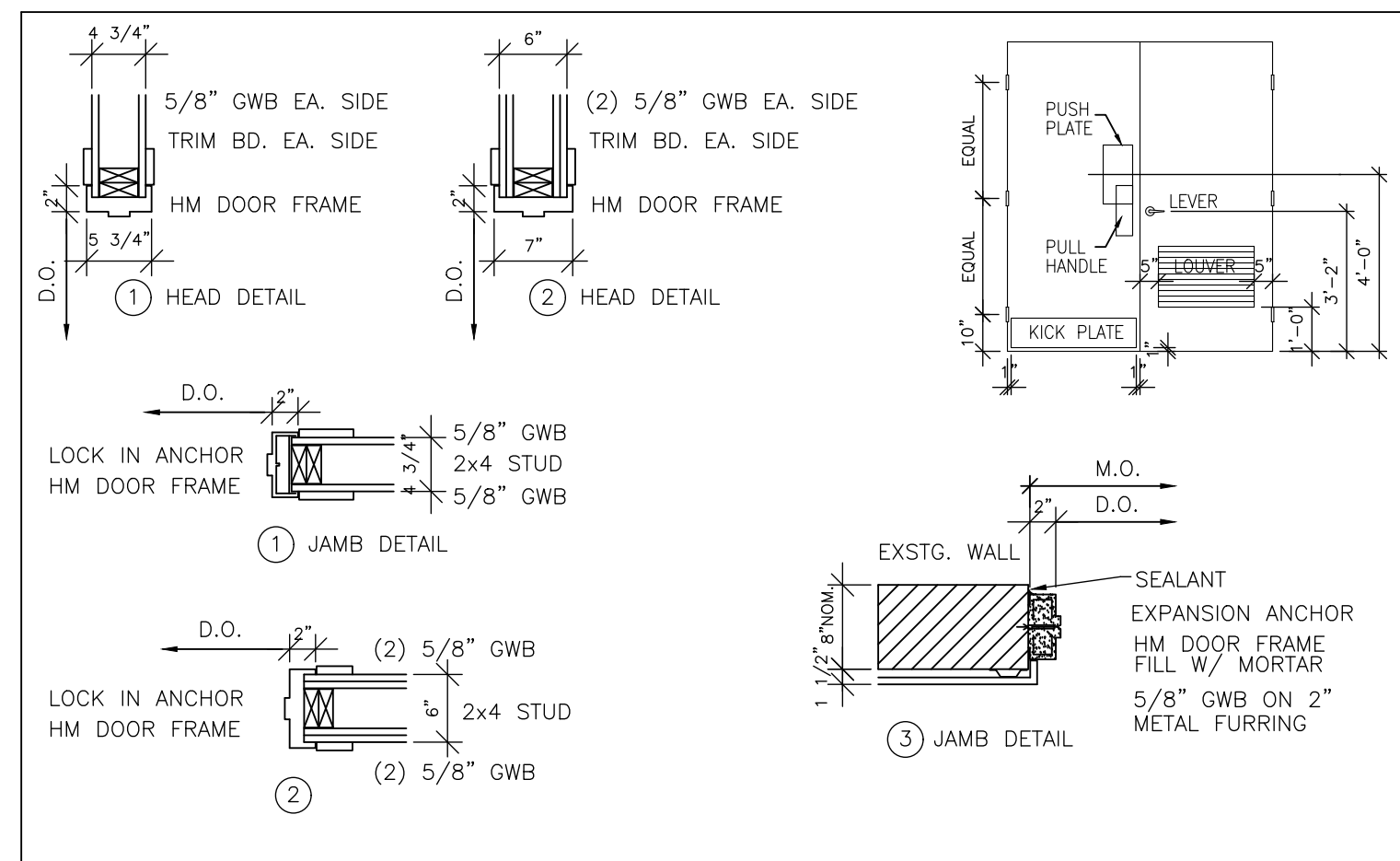


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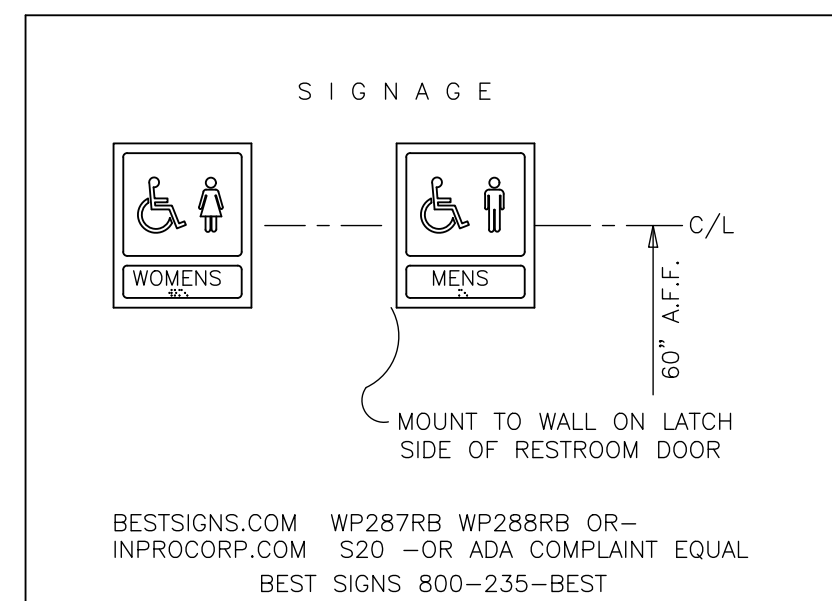


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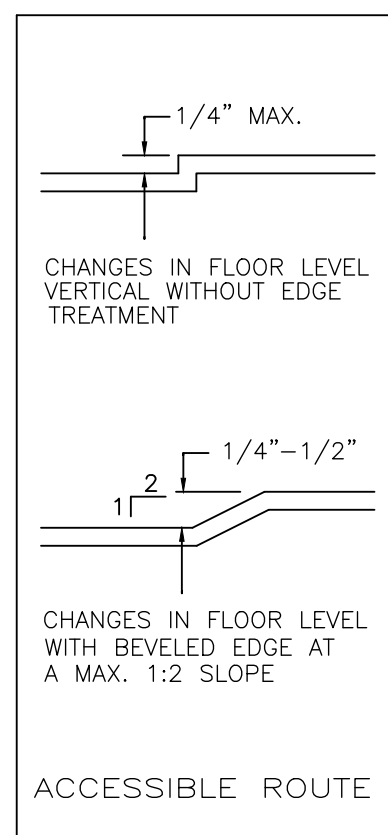
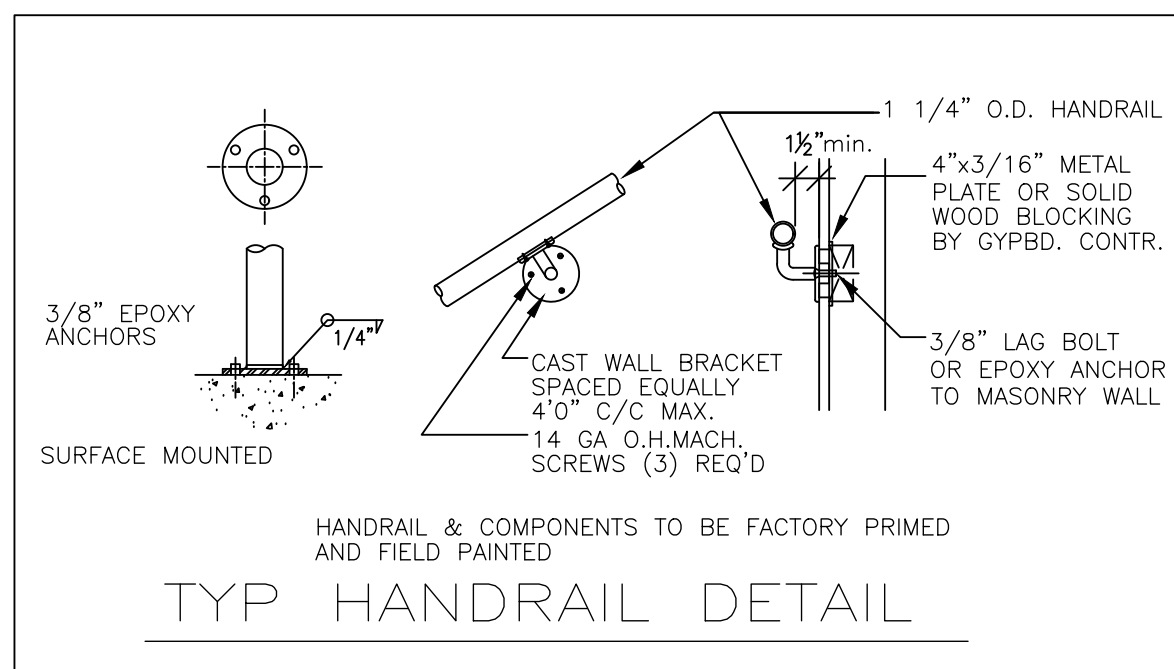
- a. WOOD, BIRCH VENEER, SOLID CORE
- b. 1 COAT SEALER , TWO COATS FINISH, MATCH EXSTS.
- c. 1 COAT PRIMER , TWO COATS FINISH
- d. BACKSETS SHALL BE 2-3/4"
- e. THRESHOLD, BOTTOM SWEEP AND WEATHER STRIPPING
- f. KAWNEER TRIPLEX 451T STOREFRONT FRAMING 2"x4" PROFILE; 350 MEDIUM STILE WITH 10" BOTTOM RAIL AND 1" GLASS STOPS; FINISH: BY OWNER, PAINTED. GLASS TO BE 1" CLEAR INSULATED, LOW-E, TEMPERED.



		D O O R						F R A M E									
		DOOR NO.	TYPE	MAT.	FIN.	WIDTH	HT.	THICK	TYPE	MAT.	FIN.	JAMB	HEAD	SILL	FIRE RTG.	HDW GRP.	NOTES
FIRST FLOOR		1	FG	ALM	PRE	PR3'-0"	7'-0"	1-3/4"		ALM	PRE	-	-	-		3	e,f
		2	FG	ALM	PRE	PR3'-0"	7'-0"	1-3/4"		ALM	PRE	-	-	-		3	e,f
		3	FG	ALM	PRE	PR3'-0"	7'-0"	1-3/4"		ALM	PRE	-	-	-		3	e,f
		4	FG	ALM	PRE	3'-0"	7'-0"	1-3/4"		ALM	PRE	-	-	-		3	e,f
		5	FG	ALM	PRE	3'-0"	7'-0"	1-3/4"		ALM	PRE	-	-	-		3	e,f
		6	FG	ALM	PRE	PR3'-0"	7'-0"	1-3/4"		ALM	PRE	-	-	-		3	e,f
		7	FG	ALM	PRE	3'-0"	7'-0"	1-3/4"		ALM	PRE	-	-	-			e,f
		8	FG	ALM	PRE	3'-0"	7'-0"	1-3/4"		ALM	PRE	-	-	-			e,f
		9	F	HM	PT	3'-0"	7'-0"	1-3/4"	A	HM	PT	3	3	-		3	c,d,e
		10	F	WD	STN	3'-0"	7'-0"	1-3/4"		WD	-	-	-	-		1	c,d
		11	F	WD	STN	3'-0"	7'-0"	1-3/4"		WD	-	-	-	-		3	c,d
		12	F	HM	PT	3'-0"	7'-0"	1-3/4"	A	HM	PT	2	2	-	B 1½ HR	3	c,d
		13	F	HM	PT	3'-0"	7'-0"	1-1/4"	A	HM	PT	1	1	-	B 1½ HR		c,d
		14	F	HM	PT	3'-0"	7'-0"	1-3/4"	A	HM	PT	2	2	-	B 1½ HR		c,d
		15	F	WD	STN	3'-0"	7'-0"	1-3/4"		WD	PT	-	-	-		2	e
		16	F	WD	STN	3'-0"	7'-0"	1-3/4"		WD	PT	-	-	-		2	c,d
SECOND FLOOR		17	F	HM	PT	3'-0"	7'-0"	1-3/4"	A	HM	PT	1	1	-	B 1½ HR	4	a,b,d
		18	F	HM	PT	3'-0"	7'-0"	1-3/4"	A	HM	PT	1	1	-	B 1½ HR	1	a,b,d
		19	F	HM	PT	3'-0"	7'-0"	1-3/4"	A	HM	PT	1	1	-		1	a,b,d
		20	F	WD	STN	3'-0"	7'-0"	1-3/4"	A	HM	PT	1	1	-	1 HR	1	a,b,d
		21	F	WD	STN	3'-0"	7'-0"	1-3/4"	A	HM	PT	1	1	-	1 HR	1	a,b,d
		22	F	WD	STN	2'-6"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b
		23	F	WD	STN	2'-6"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b
		24	F	WD	STN	2'-8"	6'-8"	1-1/4"		WD	PT	-	-	-		5	a,b
		25	F	WD	STN	2'-6"	6'-8"	1-3/4"		WD	PT	-	-	-		5	c,d
		26	F	WD	STN	2'-6"	6'-8"	1-3/4"		WD	PT	-	-	-		5	e,d
		27	F	WD	STN	2'-8"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b,d
		28	F	WD	STN	2'-6"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b,d
		29	F	WD	STN	2'-8"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b,d
		30	F	WD	STN	2'-6"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b,d
		31	F	WD	STN	2'-6"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b,d
		32	F	WD	STN	2'-8"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b
	33	F	WD	STN	2'-6"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b	
	34	F	WD	STN	2'-6"	6'-8"	1-1/4"		WD	PT	-	-	-		5	a,b	
	35	F	WD	STN	2'-6"	6'-8"	1-3/4"		WD	PT	-	-	-		5	c,d	
	36	FR			PR3'-0"	6'-8"	1-3/4"						-			e	
THIRD FLOOR		37	F	HM	PT	3'-0"	7'-0"	1-3/4"	A	HM	PT	1	1	-	B 1½ HR	4	c,d
		38	F	HM	PT	3'-0"	7'-0"	1-3/4"	A	HM	PT	1	1	-	B 1½ HR	1	a,b,d
		39	F	HM	PT	3'-0"	7'-0"	1-3/4"	A	HM	PT	1	1	-	1 HR	1	a,b,d
		40	F	WD	STN	3'-0"	7'-0"	1-3/4"		WD	PT	-	-	-		5	a,b,d
		41	F	WD	STN	3'-0"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b,d
		42	F	WD	STN	2'-6"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b,d
		43	F	WD	STN	3'-0"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b
		44	F	WD	STN	2'-6"	6'-8"	1-3/4"		WD	PT	-	-	-		5	a,b
		45	F	WD	STN	2'-6"	6'-8"	1-1/4"		WD	PT	-	-	-		5	a,b
		46	F	WD	STN	3'-0"	6'-8"	1-3/4"		WD	PT	-	-	-		5	c,d
		47	F	WD	STN	3'-0"	6'-8"	1-3/4"		WD	PT	-	-	-		5	e
		48	F	WD	STN	2'-6"	6'-8"	1-3/4"		WD	PT	-	-	-		5	
		49	FR			PR3'-0"	6'-8"	1-3/4"									



	RESTROOM	ACCESSORIES	SCHEDULE
(2)	36" GRAB BARS	MOUNT ABOVE TOILET TANK @ 36" A.F.F.	
(2)	42" GRAB BARS	MOUNT NEXT TO TOILET @ 36" A.F.F.	
(2)	18" GRAB BARS	MOUNT VERT. NEXT TO TOILET @ 39"-41" A.F.F.	
(2)	18x36 MIRROR	MOUNT ABOVE LAVATORY WITH REFLECTING SURFACE @ 40" A.F.F. BOBRICK B-165-1836	
(3)	TOILET PAPER HOLDERS	MOUNT 36" FROM BACK WALL @ 19" A.F.F. BOBRICK B-66997	
(2)	SOAP DISPENSER	MOUNT @ HT. TO MFR'S INSTRUCTIONS BOBRICK B-2111	
(2)	PAPER TOWEL CABINET	BOBRICK B2621 MOUNT @ 40" SEE DIAGRAM	
(2)	ELEC HAND DRYER	MOUNT @ HT. TO MFR'S ADA INSTRUCTIONS EXCEL DRYERS XL-BW , WHITE FIN.	
(2)	PAPER TRASH CONTAINER	MOUNT @ HT. TO MFR'S ADA INSTRUCTIONS BOBRICK B-43644	



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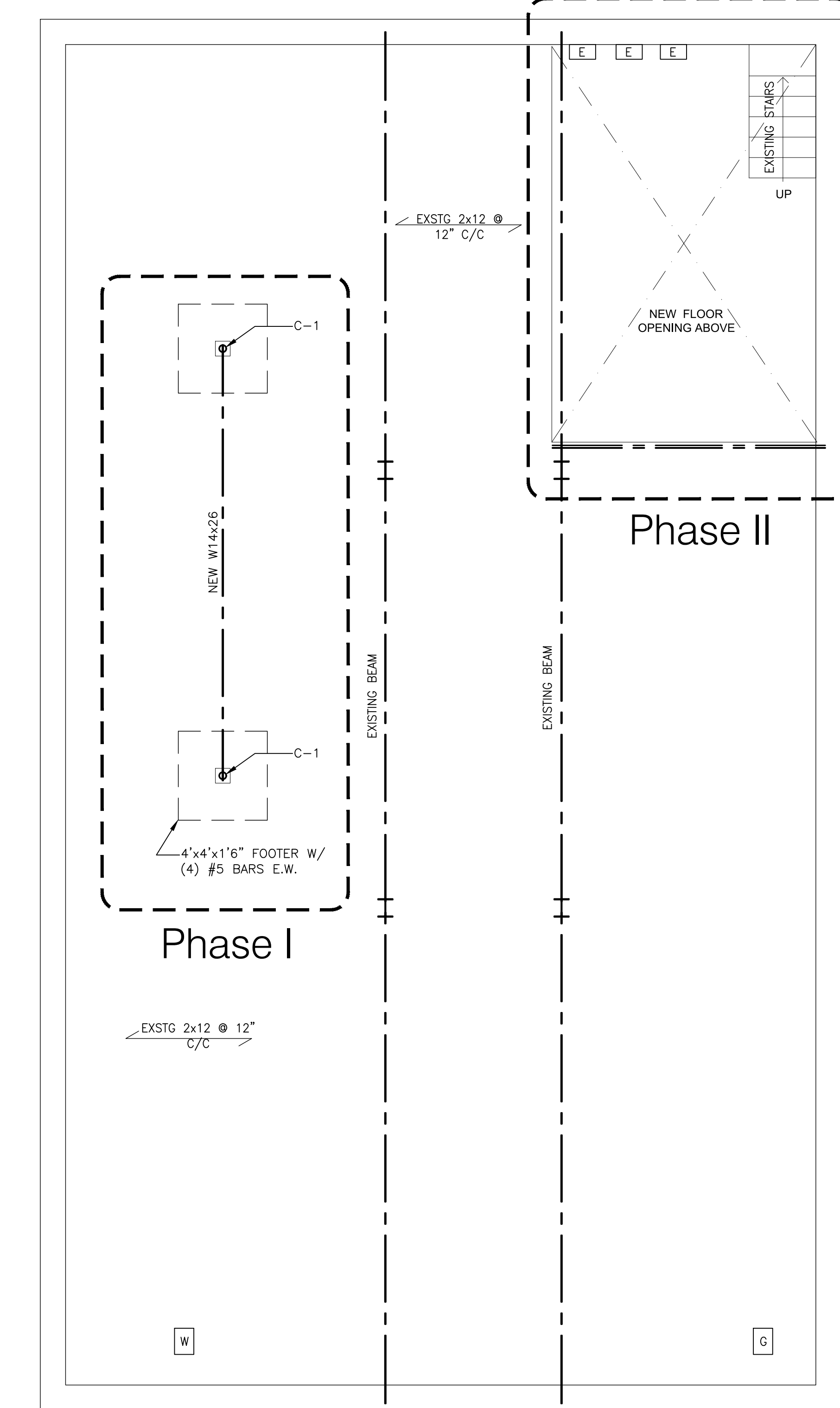
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STRUCTURAL PLANS

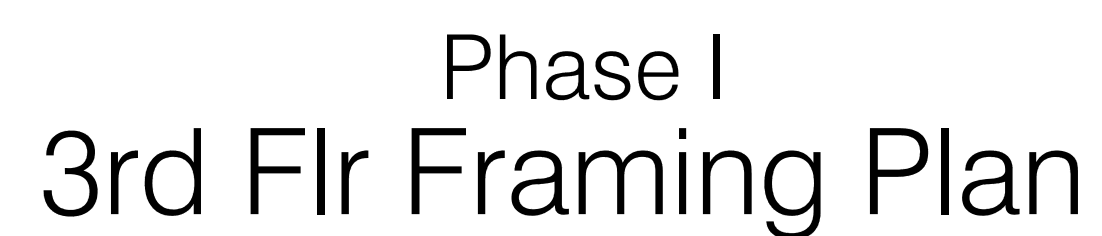
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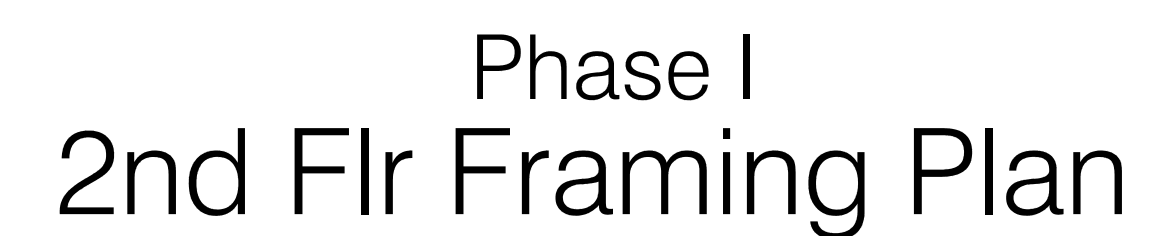
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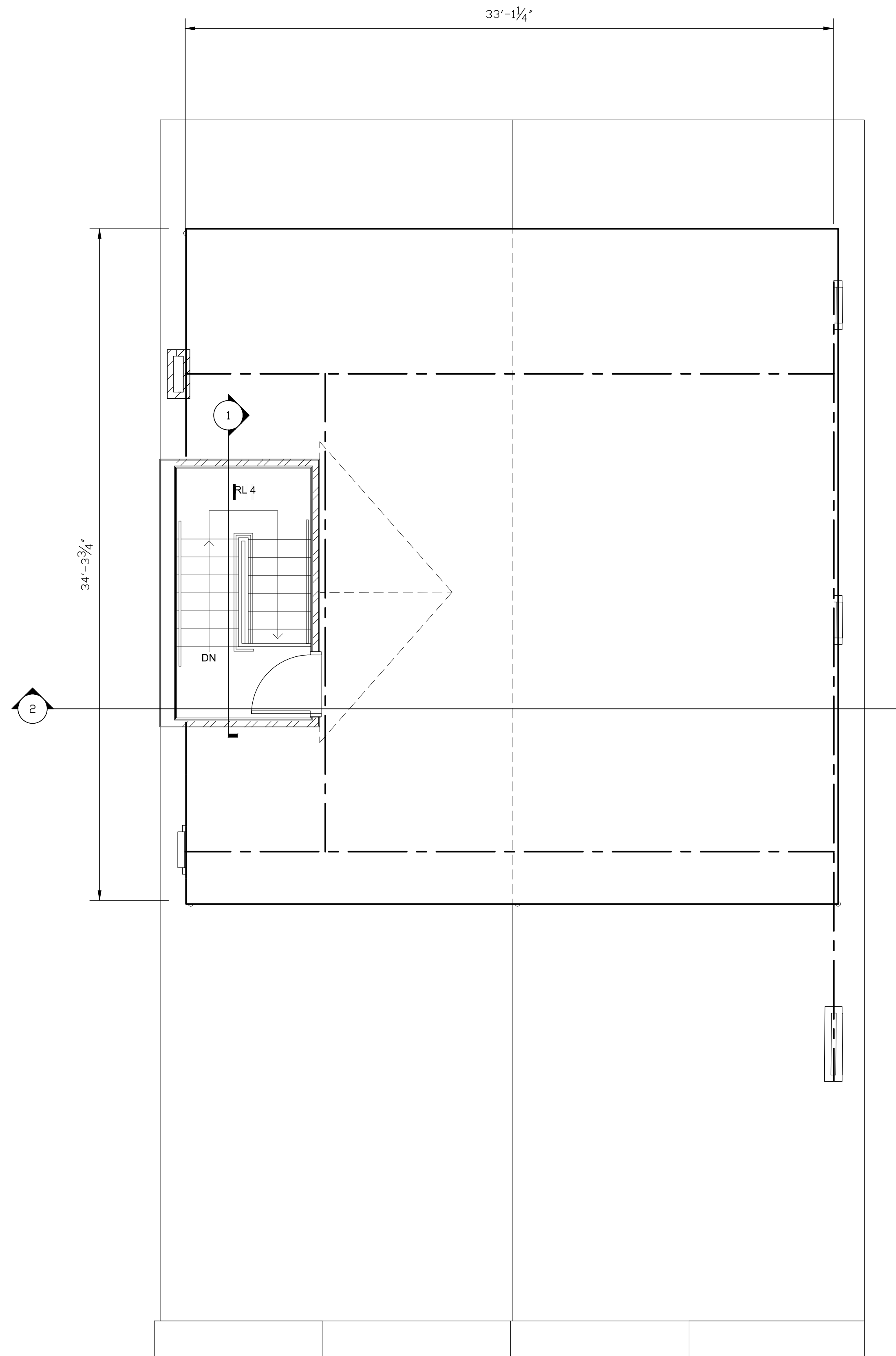
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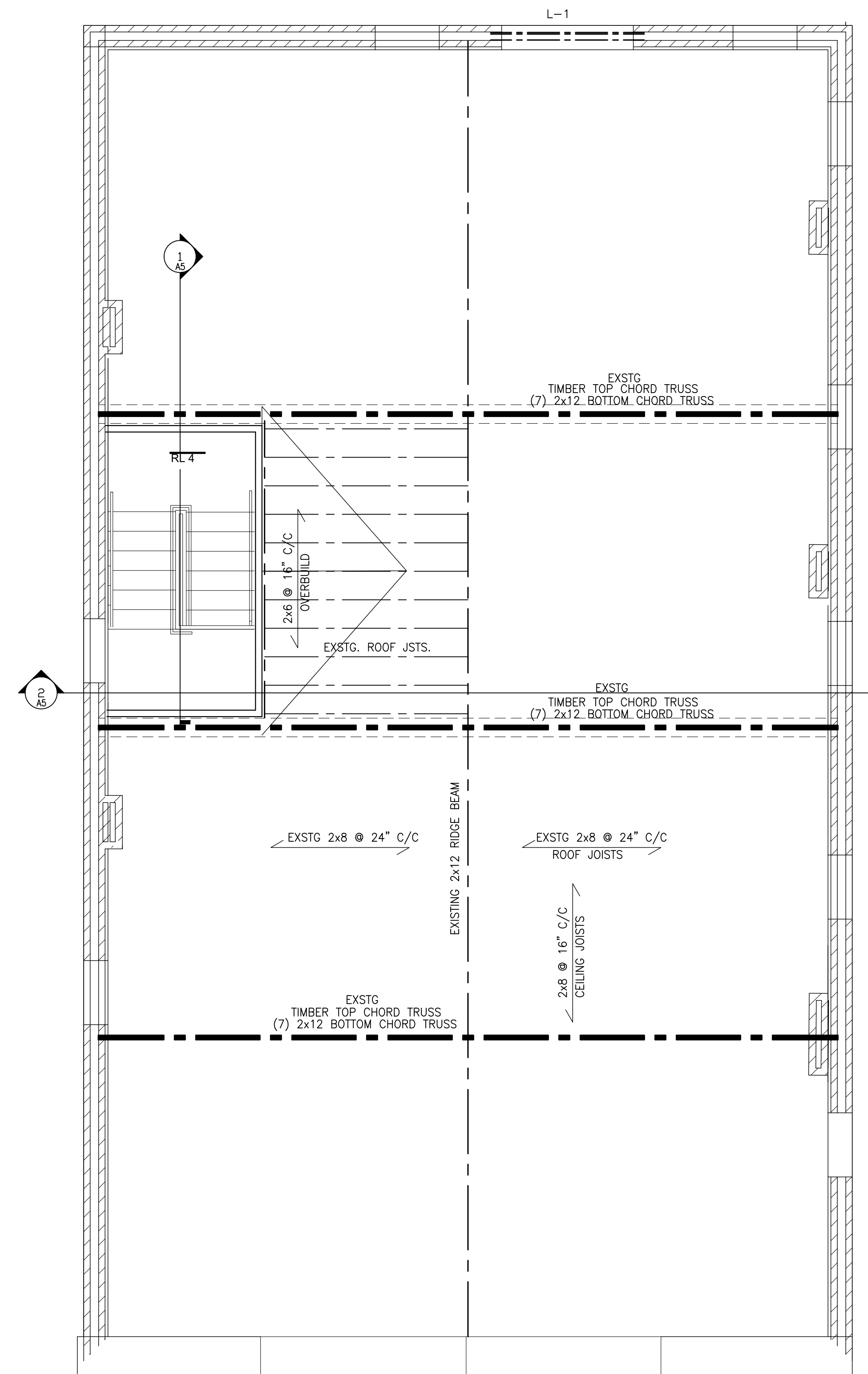
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SCALE: 1/4"=1'-0"



Phase III
Roof Deck Framing Plan



Roof Framing Plan

SCALE: 1/4"=1'-0"

24x36

FEICK DESIGN GROUP, INC.
JOHN A. FEICK ARCHITECT
224 EAST WATER STREET
SANDUSKY, OHIO
(419)-625-2554

DATE REVISIONS

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STRUCTURAL PLANS

Renovations
Brewpub & Apartments
333 WEST MARKET STREET SANDUSKY, OHIO

DATE SEPTEMBER 10, 2020

DRAWN BY

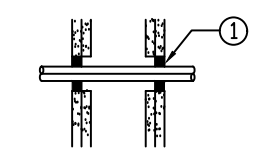
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SHEET NUMBER

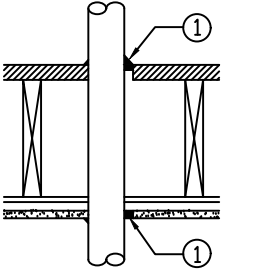
S2

SHEET 10 OF

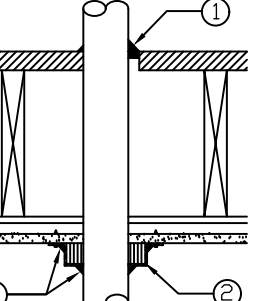
PROJECT NO. A020-016



◦ CABLE PENETRATIONS THROUGH RATED GWB WALLS SHALL BE SEALED W/ TREMCO'S "TREMSTOP 1A" UL SYSTEM # WL 3131 FOR ONE - TWO HOUR WALLS. ANNULAR SPACE MIN. 1/4" TO MAX. 1" MIN. 1/2" THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS, FLUSH W/ BOTH SURFACES OF WALL.



◦ ALL METAL PIPE PENETRATIONS THROUGH RATED FRAME FLOORS SHALL BE SEALED W/ TREMCO'S "TREMSTOP 1A/D" UL SYSTEM # FC-1050 MIN. 1/2" THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS, FLUSH W/ TOP SURFACE OF FLOOR AND BOTTOM OF FLOOR OR CEILING ASSEMBLIES. INSTALL ADDITIONAL FILL MATERIAL SO THAT A MIN. 1/2" CROWN IS FORMED AROUND PENETRATING ITEM & LAPPING 1/2" BEYOND PERIPHERY OF THE OPENING AT TOP OF FLOOR AND UNDERSIDE OF CEILING OR TOP PLATE INTERFACE

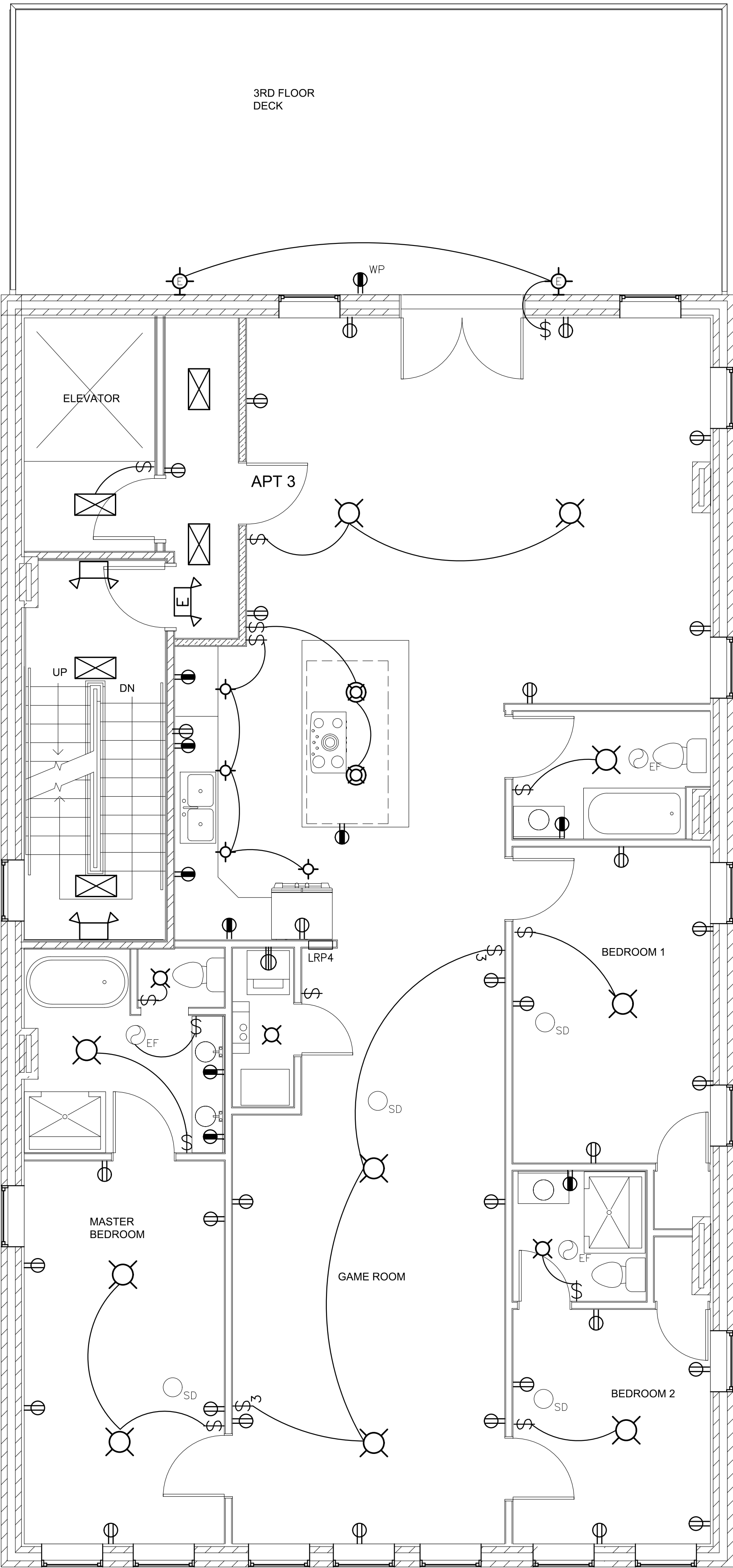


◦ ALL PVC PIPE PENETRATIONS THROUGH RATED FRAME FLOORS SHALL BE SEALED W/ TREMCO'S "TREMSTOP 1A/D" UL SYSTEM # FC-2135 AT CEILING MIN. 1/2" THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS. INSTALL ADDITIONAL FILL MATERIAL SO THAT A MIN. 1/2" CROWN IS FORMED AROUND PENETRATING ITEM AND DEVICE/WALLBOARD INTERFACE

◦ "TREMSTOP D" PROPERLY SIZED DEVICE WRAPPED AROUND PIPE AND SECURED USING A HOSE CLAMP AFTER SECURING, MECHANICALLY FASTEN TO CEILING ASSEMBLY

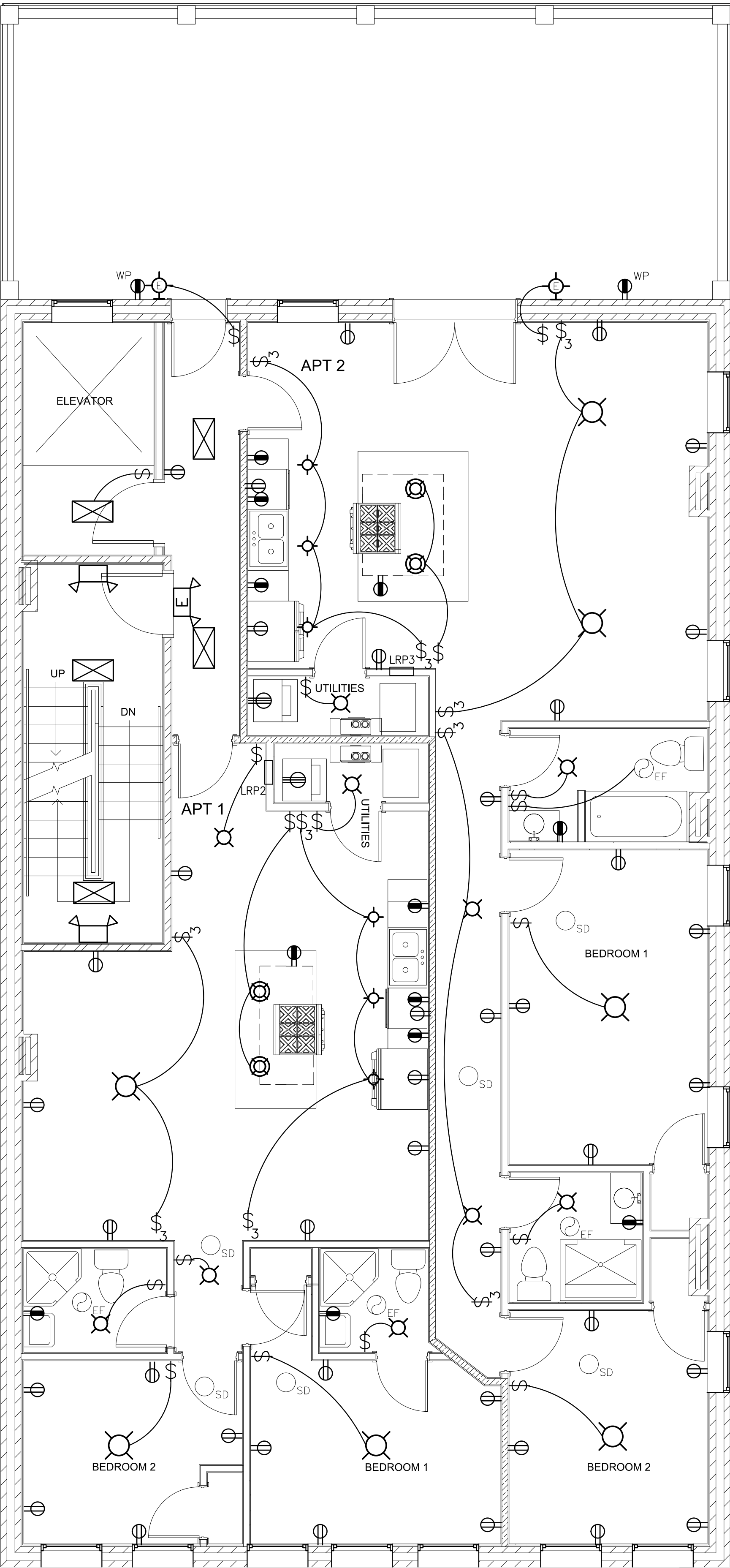
FIRE WALL OR CEILING MEMBRANE PENETRATION BY STEEL ELECTRICAL BOXES MUST BE U.L. LISTED FOR FIRE RESISTANCE, RATED ASSEMBLIES. ANNULAR SPACE BETWEEN BOX AND MEMBRANE NOT TO EXCEED 1/8". SUCH BOXES ON OPPOSITE SIDES OF THE WALL SHALL BE SEPARATED BY ONE OF THE FOLLOWING:

1. BY THE HORIZONTAL DISTANCE SPECIFIED IN ELECTRICAL BOX LISTING;
2. BY SOLID FIRE BLOCKING PER OBC SECTION 718.2.1;
3. BY PROTECTING BOTH BOXES WITH LISTED PUTTY PADS;
4. BY OTHER LISTED MATERIALS AND METHODS.



Phase I
3rd Flr Ltg/Power Plan

SCALE: 1/4"=1'-0"



Phase I
2nd Flr Ltg/Power Plan

SCALE: 1/4"=1'-0"

24x36

FEICK DESIGN GROUP, INC.
JOHN A. FEICK ARCHITECT
224 EAST WATER STREET
SANDUSKY, OHIO
(419)-625-2554

DATE	REVISIONS
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PRELIMINARY LIGHTING POWER PLAN

Renovations
Brewpub & Apartments

333 WEST MARKET STREET SANDUSKY, OHIO

DATE APRIL 27, 2020

DRAWN BY

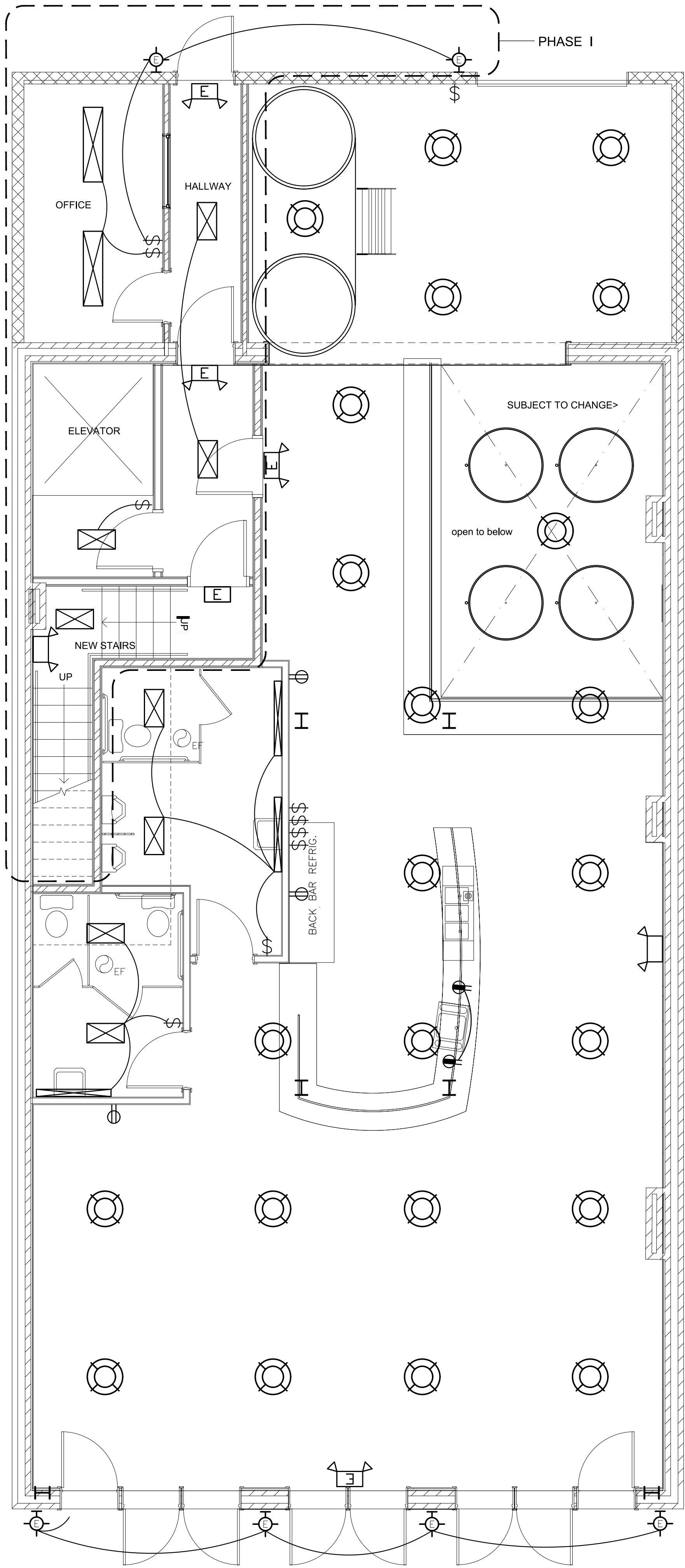
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SHEET NUMBER

E1

SHEET 1 OF 1

PROJECT NO. A020-016

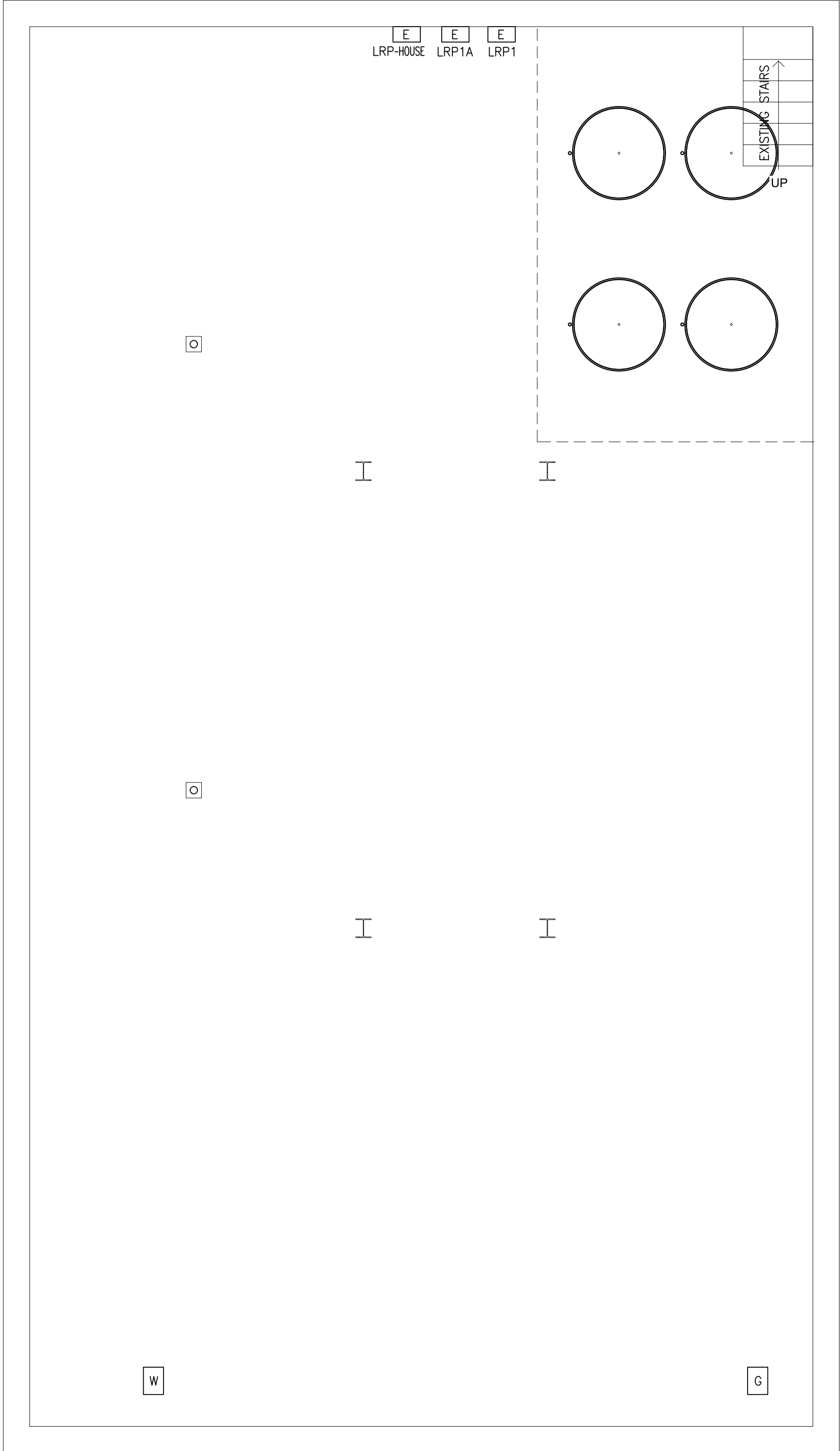


1st Flr Ltg/Power Plan

SCALE: 1/4"=1'-0"

ELECTRIC FIXTURE SCHEDULE		
	Lithonia SBL4 30L MVDLT EZ1 LP835 - LED 1x4 Surface	32W
	Lithonia SBL2 20L MVDLT EZ1 LP835 - LED 1x2 Surface	17W
	20A 120V duplex convenience outlet;	
	20A 120V tamper proof duplex outlet; Provide GFI, ground fault circuit interrupter protection.	
	DECORA WALL SWITCH PIR OCCUPANCY SENSOR MDS-101D	
	Ceiling mounted occupancy sensor, Dual Technology, 20A-120/277, time delay set at 10 Minutes	
	Dual Lite LED Exit/Emergency Light #HCXURW RC12 03L -2 lamp; with battery backup power, 1.5 hour minimum; connect ahead of local switch. With exterior Remote Head	
	Dual Lite LED Emergency Light #LZ2 03L -2 lamp; with battery backup power, 1.5 hour minimum; connect ahead of local switch.	
	MAXLITE MODEL No. SECL 15 U 50 LED PHOTO CONTROL SECURITY LIGHT 6X15W 90W	

ELECTRIC FIXTURE SCHEDULE	
	20A 120V tamper proof duplex convenience outlet; Residential use
	20A 120V tamper proof duplex outlet; Provide GFI, ground fault circuit interrupter protection.
	240V Appliance outlet; DRYER- 10/4 Copper
	All circuits to have Arc-fault protection accept any circuits on GFI.
	Ceiling mounted light fixture chosen by owner.
	PRESCOLITE LT60LIC LB6LEDA10L Fire Rated Recessed LED
	PENDANT light fixture chosen by owner.
	Surface mounted Exterior lite Selected by owner
	SMOKE DETECTOR interconnected to activate all alarms in dwelling, permanently hardwired with battery backup
	PROVIDE CO DETECTORS AS REQUIRED BY SECTION 915 OF OBC
	COMBINATION SMOKE & CO DETECTORS LISTED WITH UL2034 AND UL217 ARE ACCEPTABLE ALTERNATIVES



Bsmt Ltg/Power Plan

SCALE: 1/4"=1'-0"

24x36

FEICK DESIGN GROUP, INC.

JOHN A. FEICK ARCHITECT

224 EAST WATER STREET SANDUSKY, OHIO (419)-625-2554

DATE	REVISIONS

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LIGHTING AND POWER PLAN

Renovations

Brewpub & Apartments

333 WEST MARKET STREET SANDUSKY, OHIO

DATE	APRIL 27, 2020
DRAWN BY	
CHECKED BY	JAF
SHEET NUMBER	E2
SHEET	1 OF 1
PROJECT NO.	A020-016

Description of exterior work by elevation:

Front Facade (South Elevation)

- From the existing stone lintel above the sign up, the only changes are: repainting with city color swatch approved beige, black, and copper colors on the decorative corbels and cornice, and eventual replacement of vinyl windows with wooden double hungs to match the rest of the building's original windows. All original lentels will remain unchanged.
- The street level facade will be removed and rebuilt in a High Victorian Style. The outside posts and steel posts between will be bricked up to the sign, and the sign, windows bays, and double entry will be constructed from wood and painted. Ramp will be ADA approved.

East Elevation

- Windows will be repaired and/or rebuilt with wood material and painted black.
 - Brick will be soft scrubbed and tuck pointed.
 - Fire escape restored and will be extended to the rooftop deck
 - All original lentils will remain unchanged.
- (Black metal skirting under the rooftop deck)

North Elevation

Ground level

- block will be painted in the same beige used throughout or stucco to match the west elevation
- existing garage door will be blocked in, a new black wood/or metal man door will be added, and new garage door with windows and black trim will be installed (as shown on plans).

Upper Levels:

- Brick will be soft scrubbed and tuck pointed.
- New doors will be black wood/ or metal and the lentils will be made of sandstone to match existing openings.
- Second and third floors will have decks constructed with black metal/ or wood cased posts and beams, and black metal hand rails with stainless cable rails below. Decking will be wood or composite material.
- All original lentels will remain unchanged.
- A new black metal awning will be constructed to conceal the roof pitch and soften the visual appearance of the rooftop structure.

West Elevation

- existing windows will be repaired and/or rebuilt from wood and painted black
- All original lentels remain unchanged.

Rooftop deck

- The preexisting elevator doghouse and atrium rooftop access will be reconstructed in order to protect the building from further deterioration between the two preexisting structures where there was major water collection issues and damage. It will be constructed to a height that will allow for eventual ADA accessibility through the elevator to a "temporary accessory" rooftop deck which is inline with the cities updated master plan to "activate and celebrate rooftops", and which allows for the preservation of the original architectural design pitched roof. In doing so we've been able to keep the rooftop structure to a lesser prominence (compared to the side of building) than other rooftop structures approved by this board this year, and we've kept it low enough so as to not change the appearance of the historic facade from across the street.

-The structure will be sided with fiber cement 6" lap siding painted in a neutral beige (from the city approved swatch) to help soften the appearance. Doghouse windows will be black aluminium.

-All roofing materials (doghouse and existing) will be black metal.

-Deck beams and handrails will be constructed with black metal and stainless cable rail below

Work will occur in three phases-

Phase 1-getting 2nd and 3rd floors ready for rent, including restoring windows on all sides but the south, north elevation: decks, new doors and entry.

Phase 2-1st floor brewpub, including renovation of front facade

Phase 3-Rooftop deck

Description of work in regards to Historic Standards

The Secretary of the Interior's Standards for the Treatment of Historic Properties

(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;

-We are returning the building to nearly its exact original purpose and use.

(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;

-There are no (zero) historical features being removed or altered through this renovation; in fact the opposite is occurring. Historic windows are being restored (and eventually the front windows returned),brick facades are being preserved, and the front facade is being returned to a more historically appropriate condition.

(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;

-Store front will be returned to more time appropriate treatment (it looks like a 1940's storefront not 1880's currently)

(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;

-ALL original architectural features remaining will 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;

-Windows will be repaired

-masonry and decorative features will be preserved

(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;

-soft scrub tuck pointing will occur where needed (east/north elevations)

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

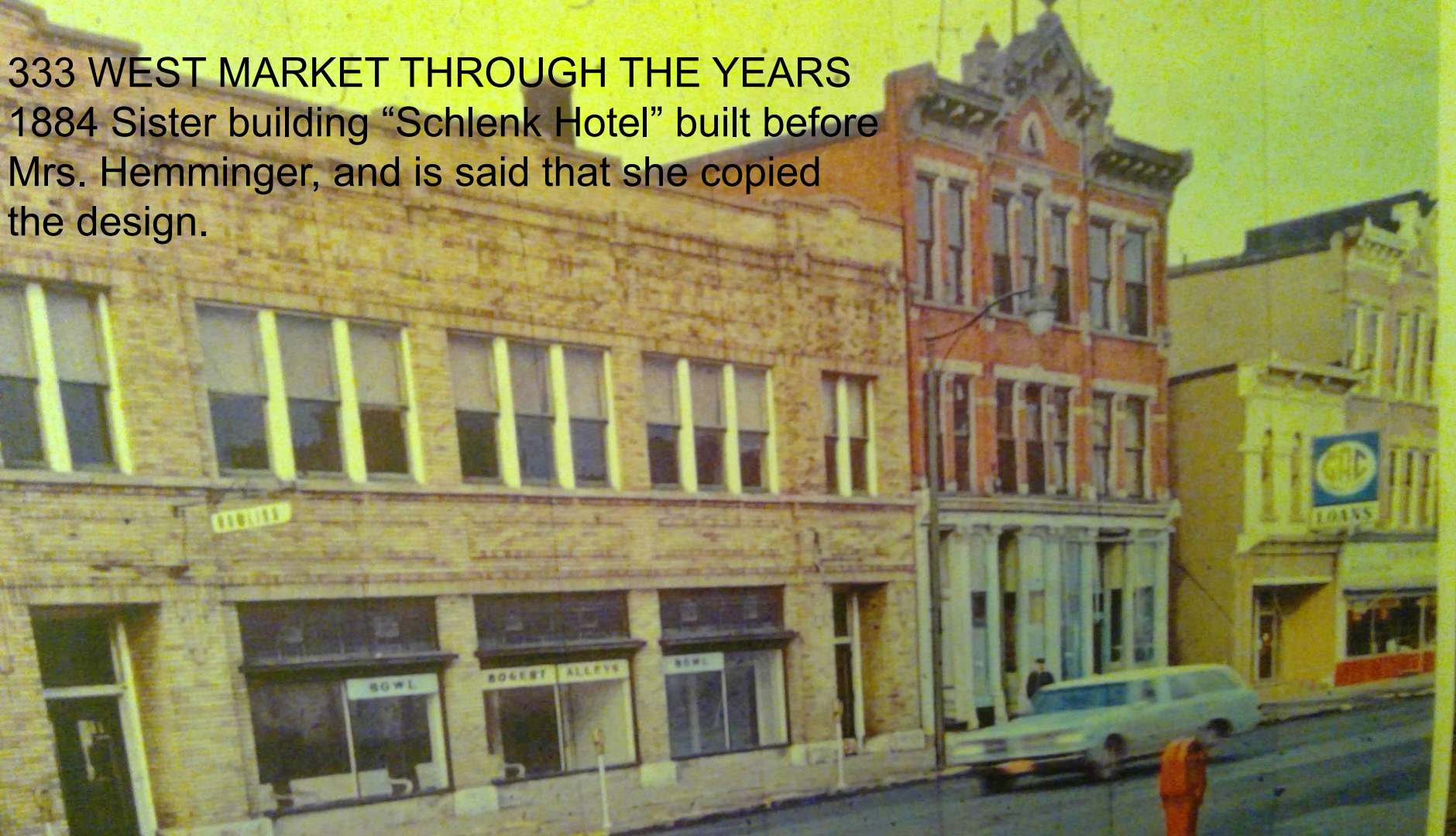
(9) New additions, exterior, alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity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

(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.

-removable rooftop accessory constructed so that a change in roof architecture is not required

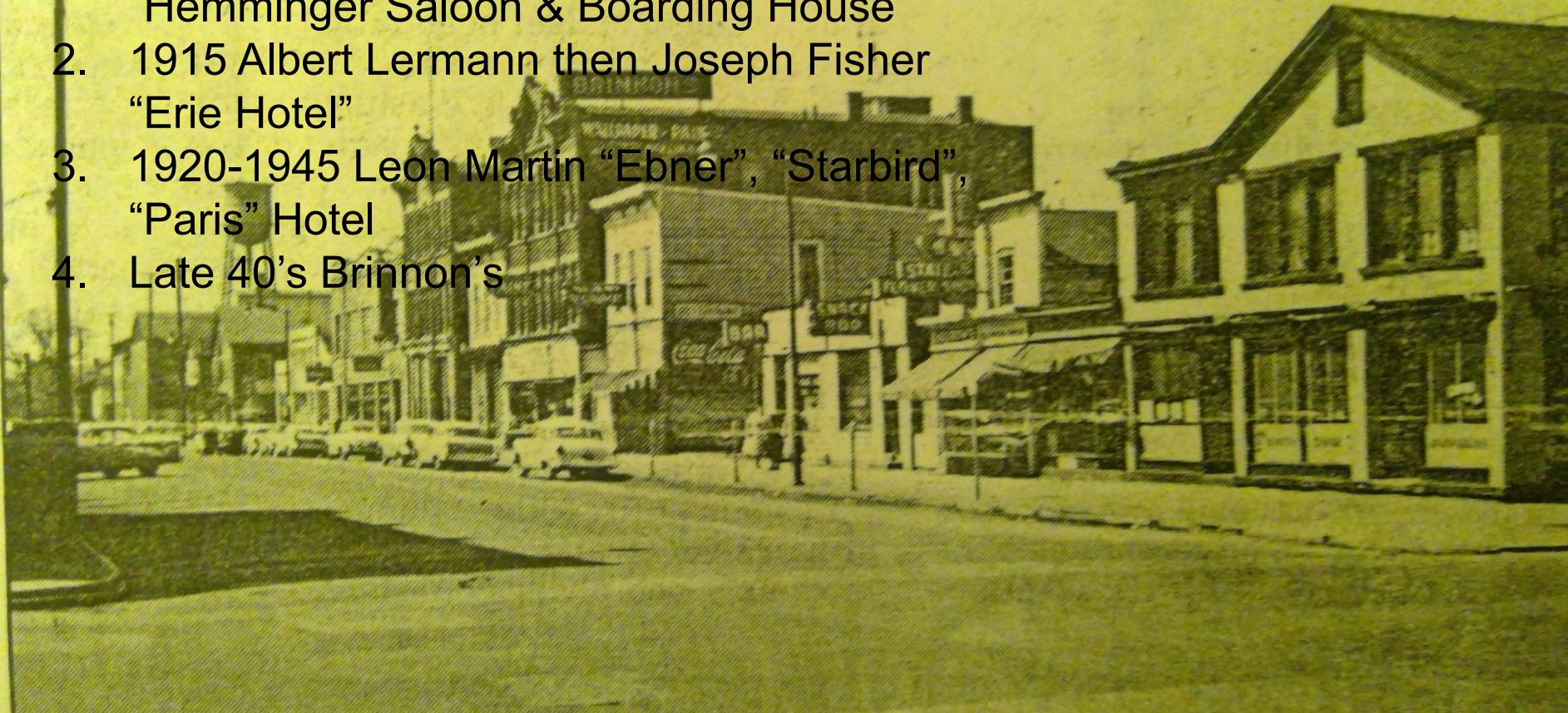
333 WEST MARKET THROUGH THE YEARS

1884 Sister building "Schlenk Hotel" built before Mrs. Hemminger, and is said that she copied the design.



333 WEST MARKET THROUGH THE YEARS

1. 1885-1915 Adelheid Hemminger
“Hemminger Saloon & Boarding House”
2. 1915 Albert Lermann then Joseph Fisher
“Erie Hotel”
3. 1920-1945 Leon Martin “Ebner”, “Starbird”,
“Paris” Hotel
4. Late 40’s Brinnon’s



Jerry Lizzi & Eugene Riedy Rented to
Burl Bernie's Wallpaper & Paint Store



1980's Randall Hassinger Worth-More Furniture
Improved the exterior of Building



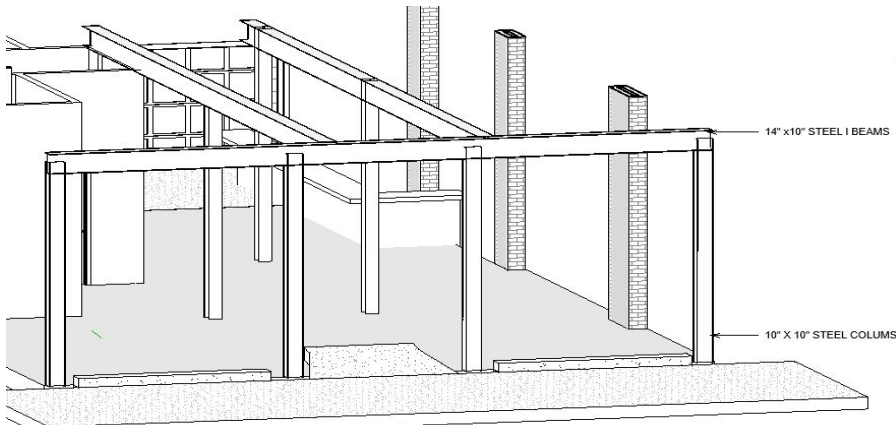
Present: 333 West Market

1990's Rich Willson
"Now And Then Shoppe"

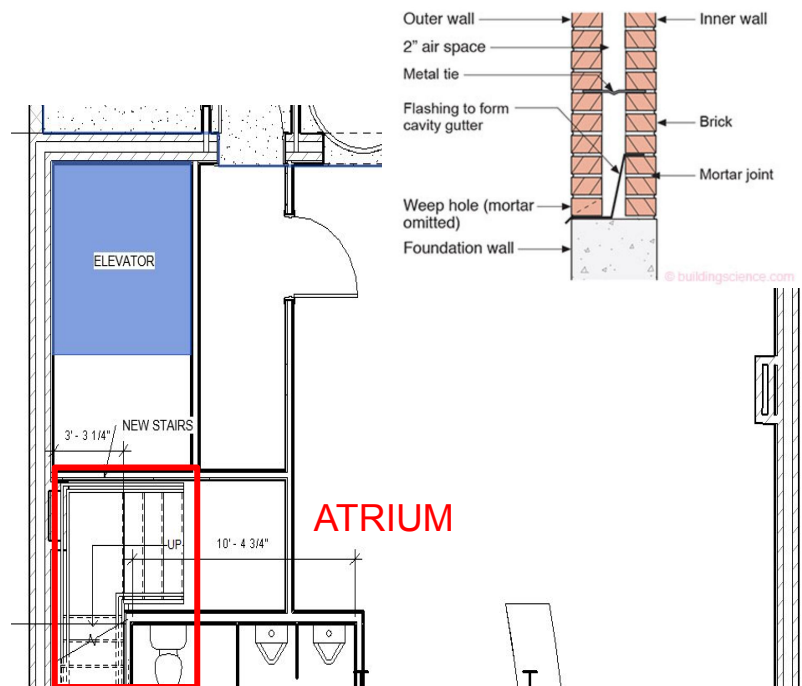
2019 Tony Limberios, Conor
Whelan
MAC Building &
Development-LLC.
"MAC Apartments &
Sandusky Bay Brewing"

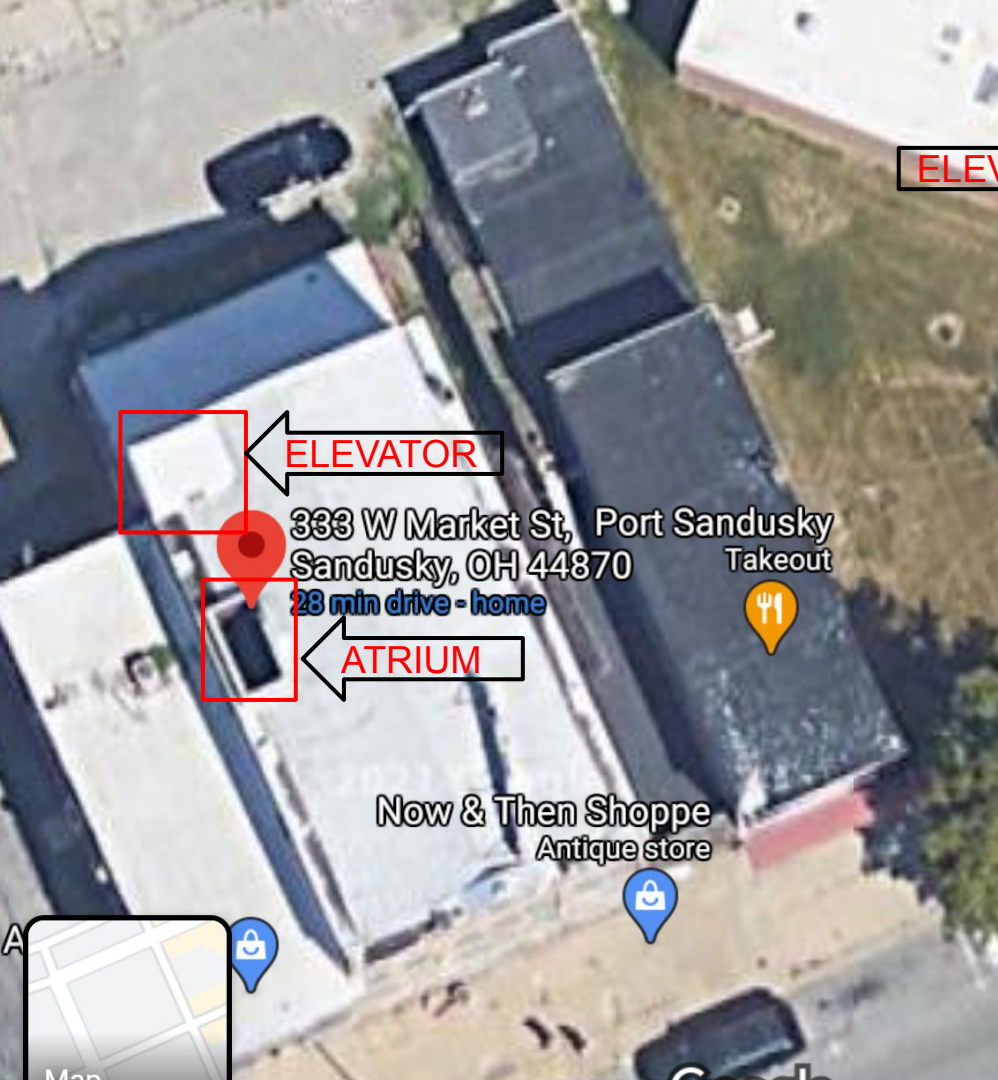


Major Renovation Approx: Late 40's



- STEEL I BEAMS TO FOOTERS & FOUNDATION
- FREIGHT ELEVATOR: NORTH-WEST SIDE
- ATRIUM FROM 2ND FLOOR THROUGH ROOF
 - STOREFRONT, STOOP & SIGNAGE
- CINDER BLOCK ADDITION ON THE BACK
 - 80'S FRONT WAS TUCKPOINTED







FIRST PROPOSAL WITH FIECK BUILDING TRANSOM DOORS AND OUTDOOR FENCING



All architectural features on the building front (from stone lintel up) will remain unchanged(including this view from across the street of the historic facade) other than painting corbels and cornice in beige,black, copper color palate

When financially able we plan to rebuild the front windows to match the original wood windows we are restoring on the sides.



High Victorian Style Features



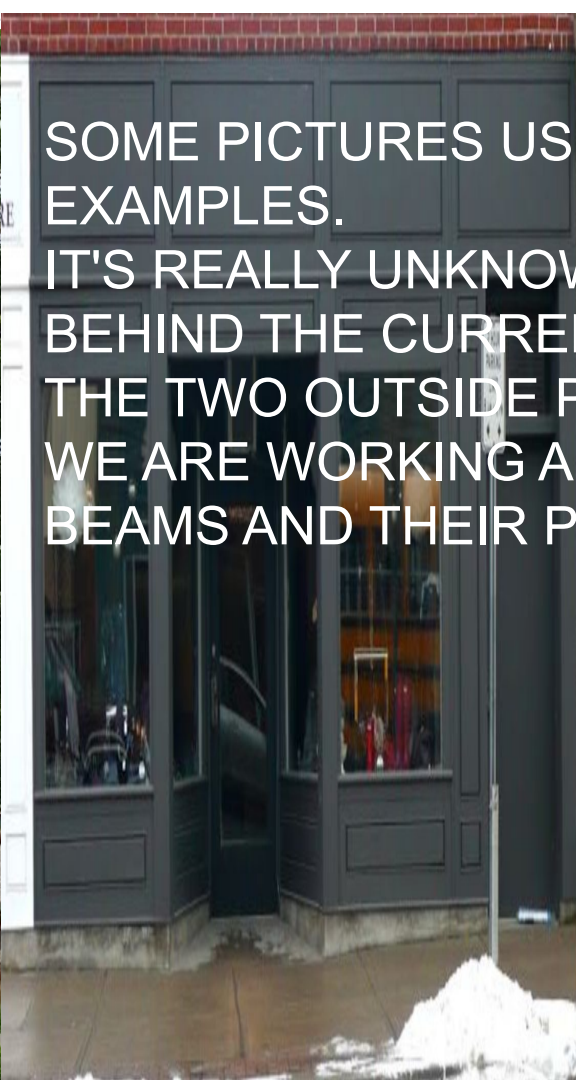
THERE ARE NO PLANS TO CHANGE THE FRONT FACADE, OTHER THAN THE COMMERCIAL FLOOR FRONTAGE. ALL WOOD WILL BE PAINTED IN THE SAME COLOR PALATE



A 3D architectural rendering of the exterior of a building, likely a brewery. The building features a dark grey facade with a prominent gold-colored sign that reads "SANDUSKY BAY BREWING". The sign is mounted on a horizontal band above a central entrance and two sets of windows. The entrance and windows are framed in dark grey, with the window panes having gold-colored borders. The building is constructed with dark red brickwork visible around the windows and entrance. A light grey concrete sidewalk runs along the front of the building. In the background, there are bare tree branches and a clear sky.

SANDUSKY BAY BREWING

SOME PICTURES USED AS
EXAMPLES.
IT'S REALLY UNKNOWN WHAT'S
BEHIND THE CURRENT PANELS ON
THE TWO OUTSIDE POSTS. AGAIN
WE ARE WORKING AROUND STEEL I
BEAMS AND THEIR PLACEMENT.



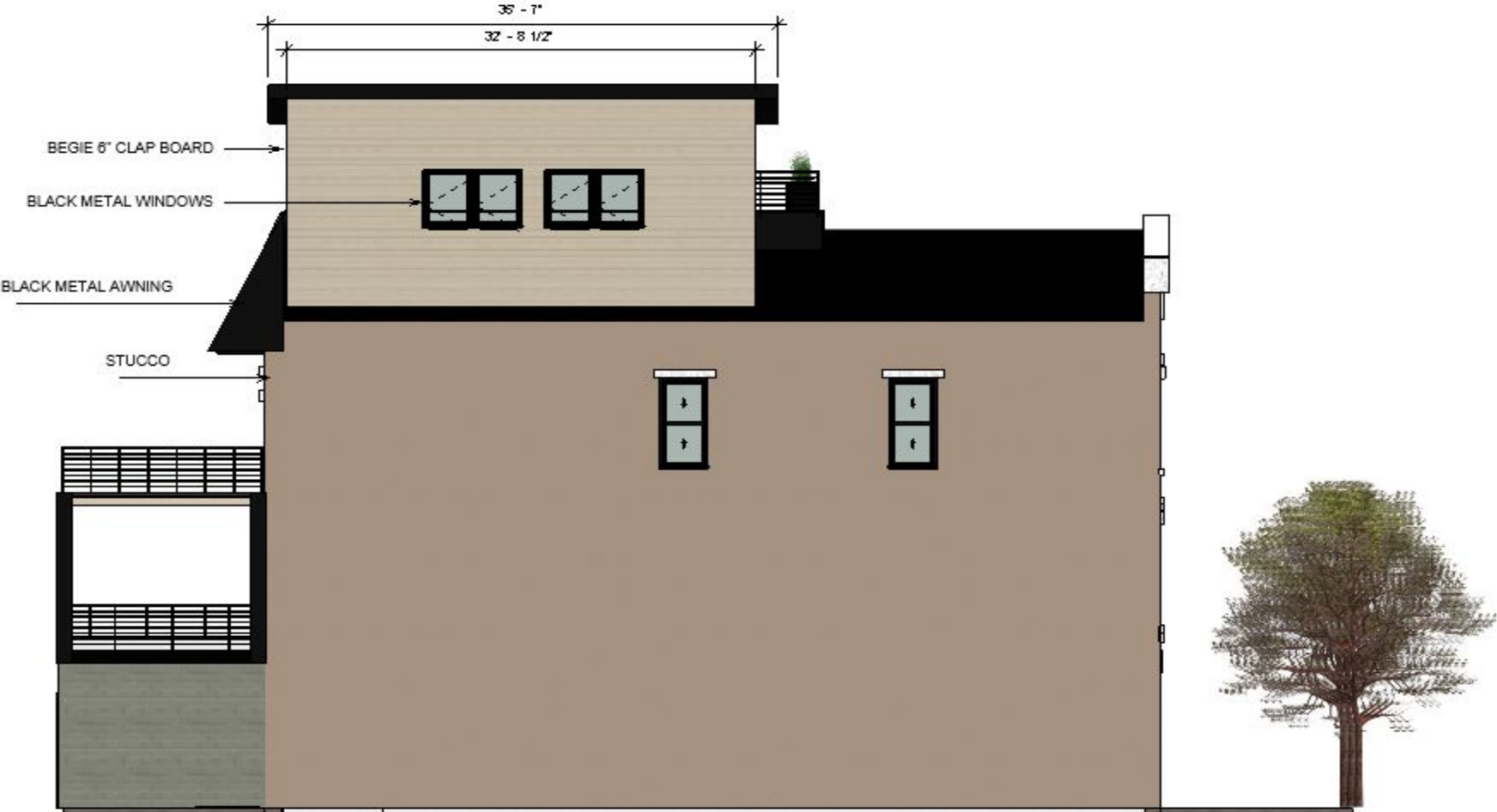
NORTH ELEVATION NEW VIEW EXAMPLE OF RAILING



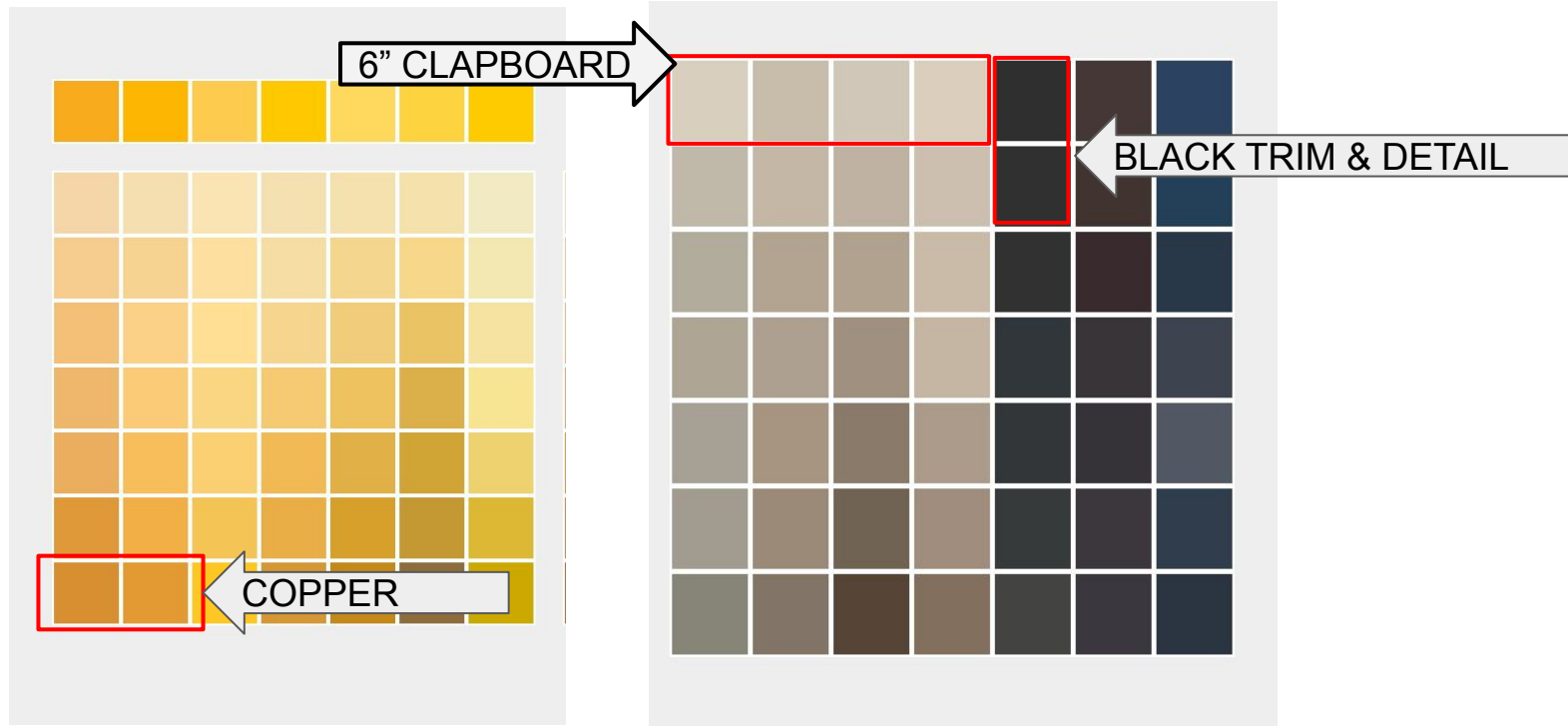
EAST ELEVATION NEW VIEW



WEST ELEVATION NEW VIEW



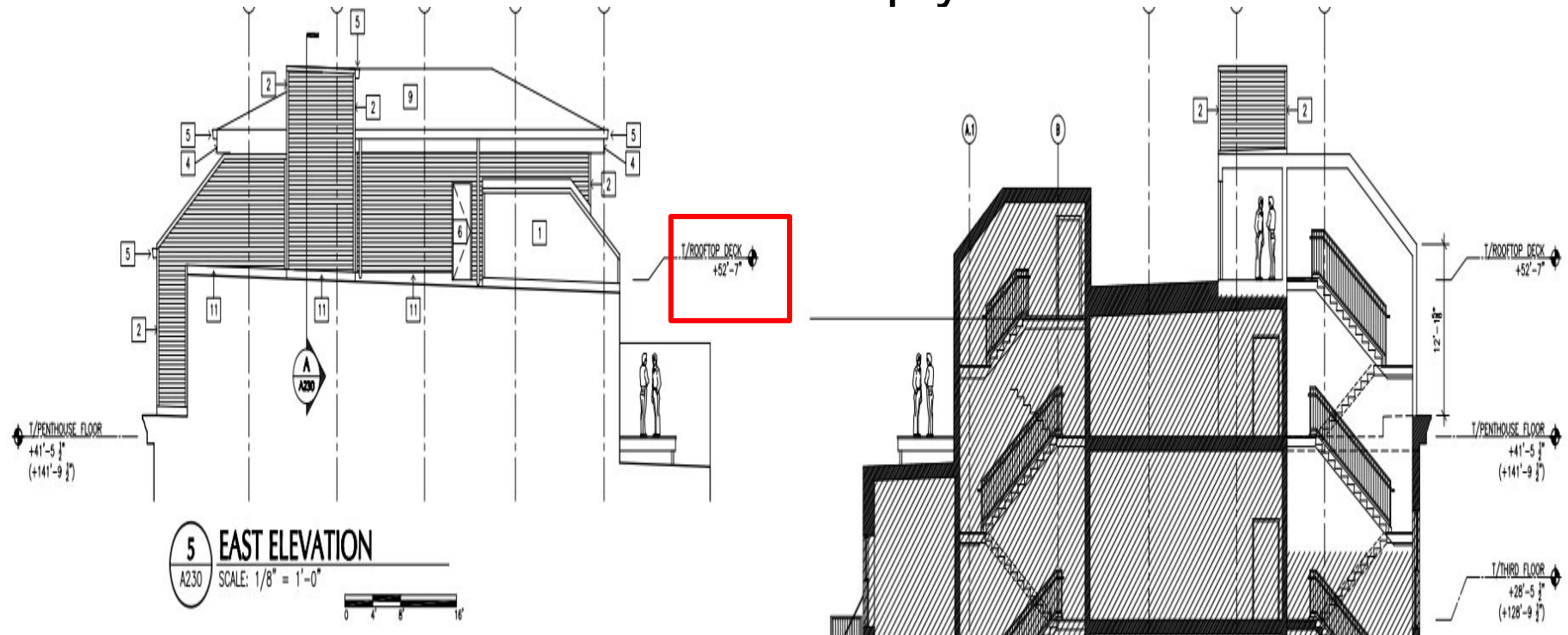
COLORS: BLACK TRIM, COPPER SIGNINGS & TRIM DETAIL, BEIGE 6" CLAPBOARD, BEIGE FRONT WINDOWS

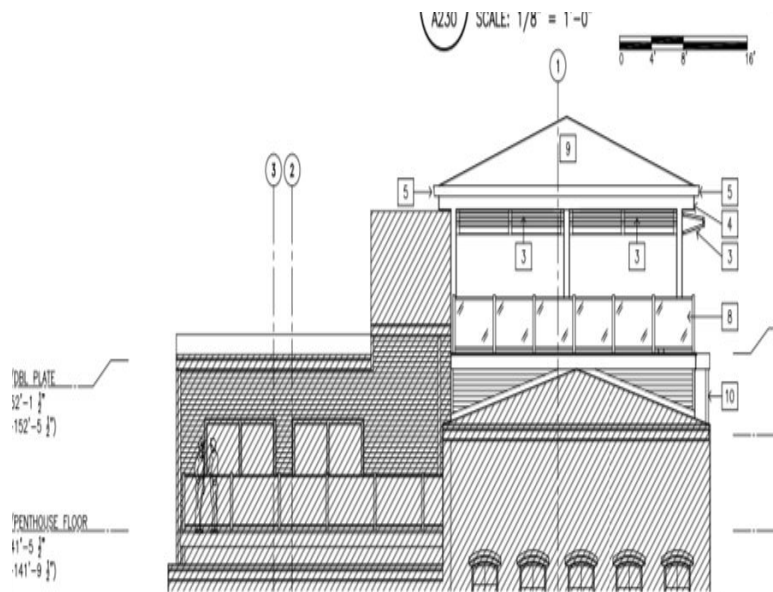


WHY? BEST PRACTICE:

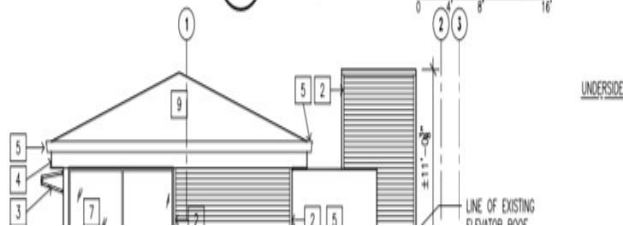
- WOOD WINDOWS HAVE BEEN NEGLECTED FOR YEARS REPLACEMENTS OF ROTTED WOOD COMPONENTS & MECHANICAL MAY NOT BE COST EFFECTIVE.
- DETERIORATION OF ATRIUM COMPONENTS AND OPENING SIZE MADE THE STAIR PLACEMENT IDEAL
- NEGLECTED ROOF SYSTEM WITH BOX GUTTERS AND THE FACT THEY WERE COVERED, LEAD TO WATER PENETRATION FOR YEARS ESPECIALLY IN THE AREA OF BETWEEN THE ELEVATOR AND ATRIUM
- BUILDING FOR THE FUTURE: A 4 STOP PASSENGER ELEVATOR BRING IT TO CODE FOR ADA ACCESSIBLE ROOFTOP

This rooftop structure was approved by this board 3/17/21
it sits higher above the building's side than our proposed
structure and it sits next to an empty lot





2 PARTIAL NORTH ELEVATION
A230 SCALE: $1/8" = 1'-0"$



5 STREET VIEW
A231 NO SCALE



Looking North Jackson Street Pier--(the reason we want to be able to enjoy our rooftop)

Also note all the rooftop structures in this view and on the next few slides

We recognize not all were approved by this board, however it is this board that can ensure that we are allowed equal property rights that our neighbors enjoy



Looking South West



Looking North East



Looking North West



Looking West-It seems illogical to me to think that our stairwell structure would be considered visually offensive with this factory in the background



Looking South East

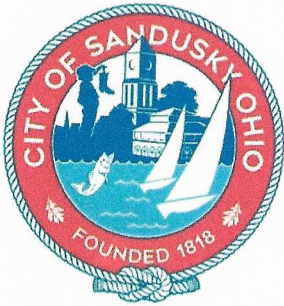


Looking West



Looking South





DEPARTMENT of COMMUNITY DEVELOPMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

May 20, 2021

MAC Building and Development LLC
333 W Market St
Sandusky, OH 44870

RE: Landmark Commission - W 333 Market St

This will confirm that the above application was considered by the Sandusky Landmark Commission at its meeting on May 19, 2021. After reviewing the application, the Landmark Commission has resolved to approve the request for a Certificate of Appropriateness for exterior renovations from the gutters down, at 333 W. Market St. The rooftop portion of the application was denied.

As stated in Section 1161.10 of the Sandusky Code of Ordinances, decisions of the Landmark Commission may be appealed in writing to the City Commission within ten days of the Landmark Commission hearing. An appeal must be submitted by May 29th to be considered. Appeals must be submitted in writing to the Planning Division or electronically to thorsman@ci.sandusky.oh.us

Please be sure to apply for all necessary permits. Should you require any further information on this file, please contact the Division of Planning at (419) 627-5973.

Sincerely,

Tom Horsman
Planner

Thomas Horsman

To: McKenzie Spriggs
Subject: RE: Appeal of Landmark Decision from 5/19

From: Conor Whelan [<mailto:macbuilders96@gmail.com>]
Sent: Monday, May 24, 2021 7:57 AM
To: Kristen Barone <kbarone@ci.sandusky.oh.us>; Thomas Horsman <thorsman@ci.sandusky.oh.us>;
jholody@ci.sandusky.ci.us; McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Subject: Appeal of Landmark Decision from 5/19

THIS EMAIL IS FROM AN EXTERNAL SOURCE. PLEASE DO NOT CLICK ON ANY LINKS OR ATTACHMENTS IF YOU ARE NOT EXPECTING THEM OR UNLESS YOU KNOW THEM TO BE SAFE

To whom it may concern,

We'd like to appeal the Landmark Commission's unjust decision from May 19th to not allow us to enjoy our rooftop at 333 W Market St to the City Commission.

Let me know if anything else is needed to make the appeal official.

Thanks,

Conor Whelan

RESOLUTION NO. _____

A RESOLUTION GRANTING MAC BUILDING AND DEVELOPMENT LLC'S APPEAL OF THE SANDUSKY LANDMARK COMMISSION DECISION TO DENY THE CERTIFICATE OF APPROPRIATENESS FOR RENOVATIONS TO THE ROOFTOP OF THE BUILDING LOCATED AT 333 WEST MARKET STREET; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, MAC Building and Development LLC applied for a Certificate of Appropriateness for exterior renovations at 333 W. Market Street, Sandusky, Ohio; and

WHEREAS, on May 19, 2021, the Sandusky Landmark Commission heard testimony and reviewed materials that were presented and denied the application for the Certificate of Appropriateness for the rooftop renovations of the building; and

WHEREAS, on May 24, 2021, MAC Building and Development LLC appealed the decision of the Sandusky Landmark Commission; and

WHEREAS, pursuant to Section 1161.10 of the Codified Ordinances of the City of Sandusky, the Landmark Commission has presented the City Commission with its written findings and the City Commission shall consider these findings and testimony presented during the appeal either Grant or Deny MAC Building and Development LLC's Appeal; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to comply with the time requirements of Section 1161.10; 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 has received the written findings from the Sandusky Landmark Commission and considered testimony presented during the appeal from the Landmark Commission's decision and does hereby GRANT the appeal of MAC Building and Development LLC regarding the City of Sandusky's Landmark Commission's decision to deny the Certificate of Appropriateness for the

renovations to the rooftop of the building located at 333 W. Market Street, Sandusky, Ohio.

Section 2. Therefore, in granting the Appeal of the MAC Building and Development LLC the City Commission does hereby grant a Certificate of Appropriateness for the renovations to the rooftop of the building located at 333 W. Market Street, Sandusky, Ohio pursuant to the rules and procedures set forth in Chapter 1161 of the Codified Ordinances of the City of Sandusky.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

RESOLUTION NO. _____

A RESOLUTION DENYING MAC BUILDING AND DEVELOPMENT LLC'S APPEAL OF THE SANDUSKY LANDMARK COMMISSION DECISION TO DENY THE CERTIFICATE OF APPROPRIATENESS FOR RENOVATIONS TO THE ROOFTOP OF BUILDING LOCATED AT 333 WEST MARKET STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, MAC Building and Development LLC applied for a Certificate of Appropriateness for exterior renovations at 333 W. Market Street, Sandusky, Ohio; and

WHEREAS, on May 19, 2021, the Sandusky Landmark Commission heard testimony and reviewed materials that were presented and denied the application for the Certificate of Appropriateness for the rooftop renovations of the building; and

WHEREAS, on May 24, 2021, MAC Building and Development LLC appealed the decision of the Sandusky Landmark Commission; and

WHEREAS, pursuant to Section 1161.10 of the Codified Ordinances of the City of Sandusky, the Landmark Commission has presented the City Commission with its written findings and the City Commission shall consider these findings and testimony presented during the appeal either Grant or Deny MAC Building and Development LLC's Appeal; and

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

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

Section 1. This City Commission has received the written findings from the Sandusky Landmark Commission and considered testimony presented during the appeal from the Landmark Commission's decision and does hereby DENY the appeal of MAC Building and Development LLC regarding the City of Sandusky's Landmark Commission's decision to deny the Certificate of Appropriateness for the renovations to the rooftop of the building located at 333 W. Market Street, Sandusky, Ohio.

Section 2. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021 (effective after 30 days)

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
8606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

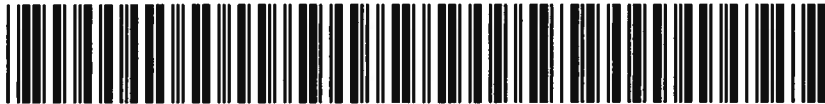
TO

12335060090		TRFO	CAPL RETAIL LLC DBA HY MILER 2200 1631 CLEVELAND RD SANDUSKY OHIO 44870
PERMIT NUMBER		TYPE	
02	01	2020	
ISSUE DATE			
05	20	2021	
FILING DATE			
C1	C2	D6	
PERMIT CLASSES			
22	077	B	F25352
TAX DISTRICT			RECEIPT NO.

FROM 05/24/2021

64597220095			NOVA8516 LP DBA HY MILER 2200 1631 CLEVELAND RD SANDUSKY OHIO 44870
PERMIT NUMBER		TYPE	
02	01	2020	
ISSUE DATE			
05	20	2021	
FILING DATE			
C1	C2	D6	
PERMIT CLASSES			
22	077		
TAX DISTRICT			RECEIPT NO.

SANDUSKY CITY
COMMISSION



MAILED 05/24/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/24/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B TRFO 1233506-0090

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

McKenzie Spriggs

From: Jonathan Holody
Sent: Thursday, June 3, 2021 5:21 PM
To: McKenzie Spriggs
Subject: RE: liquor permit 1

McKenzie,

There is no objection from Community Development.

Jonathan

From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Tuesday, June 1, 2021 3:09 PM
To: Jonathan Holody <jholody@ci.sandusky.oh.us>; Jason Werling <JWerling@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: liquor permit 1

Please see attached liquor permit for 1631 Cleveland Road, Sandusky; the HyMiler.

Email me if you have any concerns or questions on this request.



McKenzie Spriggs | Commission Clerk
CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



McKenzie Spriggs

From: Jared Oliver
Sent: Wednesday, June 2, 2021 6:04 AM
To: McKenzie Spriggs; Stephen Rucker; Jonathan Holody; Jason Werling
Subject: RE: liquor permit 1

No issues from SPD.



Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us



From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Tuesday, June 1, 2021 3:42 PM
To: Stephen Rucker <srucker@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Jason Werling <JWerling@ci.sandusky.oh.us>
Cc: Jared Oliver <joliver@ci.sandusky.oh.us>
Subject: RE: liquor permit 1

Jason, please disregard – this was meant for Jared 😊

Thanks,
McKenzie

From: Stephen Rucker
Sent: Tuesday, June 1, 2021 3:40 PM
To: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Jason Werling <JWerling@ci.sandusky.oh.us>
Subject: RE: liquor permit 1

No issues with this permit, thanks

From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Tuesday, June 1, 2021 3:09 PM
To: Jonathan Holody <jholody@ci.sandusky.oh.us>; Jason Werling <JWerling@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: liquor permit 1

Please see attached liquor permit for 1631 Cleveland Road, Sandusky; the HyMiler.

Email me if you have any concerns or questions on this request.

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)844-2360 FAX(614)844-3166

TO

12335060035		TRFO	CAPL RETAIL LLC DBA HY MILER 2221 3223 VENICE RD SANDUSKY OHIO 44870
PERMIT NUMBER		TYPE	
02	01	2020	
ISSUE DATE			
05	20	2021	
FILING DATE			
C1	C2	D6	
PERMIT CLASSES			
22	077	B	F25349
TAX DISTRICT			RECEIPT NO.

FROM 05/24/2021

64597220080			NOVA8561 LP DBA HY MILER 2221 3223 VENICE RD SANDUSKY OHIO 44870
PERMIT NUMBER		TYPE	
02	01	2020	
ISSUE DATE			
05	20	2021	
FILING DATE			
C1	C2	D6	
PERMIT CLASSES			
22	077		
TAX DISTRICT			RECEIPT NO.

RECEIVED
MAY 30 RECD
SANDUSKY CITY COMMISSION



MAILED 05/24/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/24/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B TRFO 1233506-0035

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

McKenzie Spriggs

From: Jonathan Holody
Sent: Thursday, June 3, 2021 5:26 PM
To: McKenzie Spriggs
Subject: RE: liquor permit #2

No objection from Community Development.



Jonathan Holody | Director
Department of Community Development
240 Columbus Avenue, Sandusky, OH 44870
T: 419.627.5707
E: jholody@ci.sandusky.oh.us
www.ci.sandusky.oh.us



From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Tuesday, June 1, 2021 3:11 PM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: liquor permit #2

Please see attached liquor permit for 3223 Venice Road, Sandusky; the HyMiler.

Email me if you have any concerns or questions on this request.



McKenzie Spriggs | Commission Clerk
CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



McKenzie Spriggs

From: Jared Oliver
Sent: Wednesday, June 2, 2021 6:02 AM
To: McKenzie Spriggs; Stephen Rucker; Jonathan Holody
Subject: RE: liquor permit #2

No issues from SPD.



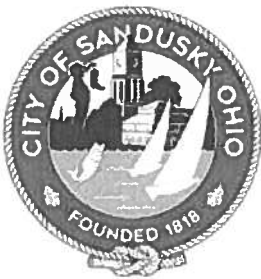
Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us



From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Tuesday, June 1, 2021 3:11 PM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: liquor permit #2

Please see attached liquor permit for 3223 Venice Road, Sandusky; the HyMiler.

Email me if you have any concerns or questions on this request.



McKenzie Spriggs | Commission Clerk
CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



McKenzie Spriggs

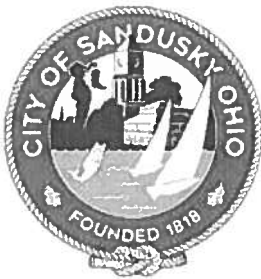
From: Stephen Rucker
Sent: Tuesday, June 1, 2021 3:41 PM
To: McKenzie Spriggs; Jared Oliver; Jonathan Holody
Subject: RE: liquor permit #2

No issues from my office, thanks

From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Tuesday, June 1, 2021 3:11 PM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: liquor permit #2

Please see attached liquor permit for 3223 Venice Road, Sandusky; the HyMiler.

Email me if you have any concerns or questions on this request.



McKenzie Spriggs | Commission Clerk
CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

0672544		TRFO	BETTER WAYS LLC 1109 WARREN ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE	
02	01	2018	
ISSUE DATE			
05	14	2021	
FILING DATE			
D5			
PERMIT CLASSES			
22	077	B	F25284
TAX DISTRICT			RECEIPT NO.

FROM 05/18/2021

9032750			MICHAEL TOWNSEND DBA TALLTOWN TAVERN 1109 WARREN ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE	
02	01	2018	
ISSUE DATE			
05	14	2021	
FILING DATE			
D5			
PERMIT CLASSES			
22	077		
TAX DISTRICT			RECEIPT NO.



MAILED 05/18/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/18/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 0672544**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

McKenzie Spriggs

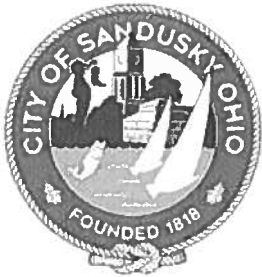
From: Stephen Rucker
Sent: Tuesday, June 1, 2021 3:42 PM
To: McKenzie Spriggs; Jared Oliver; Jonathan Holody
Subject: RE: liquor permit #3

No issues from my office, thanks

From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Tuesday, June 1, 2021 3:12 PM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: liquor permit #3

Please see attached liquor permit for 1109 Warren Street, Sandusky; Better Ways LLC.

Email me if you have any concerns or questions on this request.



McKenzie Spriggs | Commission Clerk
CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



McKenzie Spriggs

From: Jared Oliver
Sent: Wednesday, June 2, 2021 6:03 AM
To: McKenzie Spriggs; Jonathan Holody; Stephen Rucker
Subject: RE: liquor permit #3

No issues from SPD.



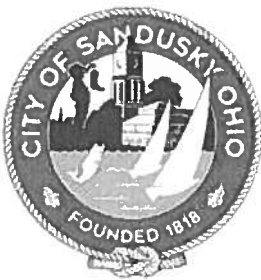
Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us



From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Tuesday, June 1, 2021 3:12 PM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: liquor permit #3

Please see attached liquor permit for 1109 Warren Street, Sandusky; Better Ways LLC.

Email me if you have any concerns or questions on this request.



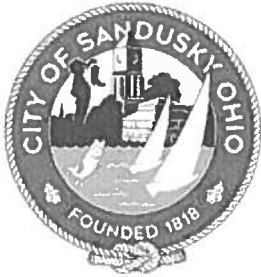
McKenzie Spriggs | Commission Clerk
CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



McKenzie Spriggs

From: Jonathan Holody
Sent: Thursday, June 3, 2021 5:28 PM
To: McKenzie Spriggs
Subject: RE: liquor permit #3

No objection from Community Development.



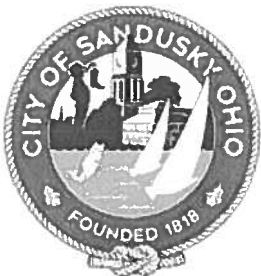
Jonathan Holody | Director
Department of Community Development
240 Columbus Avenue, Sandusky, OH 44870
T: 419.627.5707
E: jholody@ci.sandusky.oh.us
www.ci.sandusky.oh.us



From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Tuesday, June 1, 2021 3:12 PM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: liquor permit #3

Please see attached liquor permit for 1109 Warren Street, Sandusky; Better Ways LLC.

Email me if you have any concerns or questions on this request.



McKenzie Spriggs | Commission Clerk
CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



NOTICE TO LEGISLATIVE
AUTHORITY

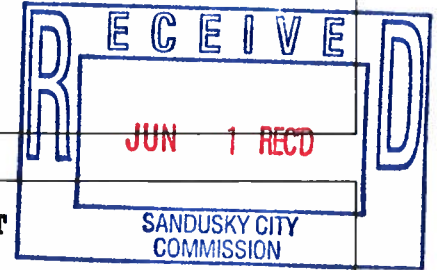
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

6580146		TRFO	ORPHANAGE LLC DBA THE CLUB & PATIO & GARDEN 1220 SYCAMORE LINE SANDUSKY OH 44870	
PERMIT NUMBER		TYPE		
02	01	2020		
ISSUE DATE				
05	26	2021		
FILING DATE				
D1	D2	D3	D3A	
PERMIT CLASSES				
22	077	B	F25402	
TAX DISTRICT		RECEIPT NO.		

FROM 05/28/2021

4861998			KRAV FOODTRUCK LLC DBA SORTINOS RESTAURANT & PATIO & GARDEN 1220 SYCAMORE LINE SANDUSKY OH 44870	
PERMIT NUMBER		TYPE		
02	01	2020		
ISSUE DATE				
05	26	2021		
FILING DATE				
D1	D2	D3	D3A	
PERMIT CLASSES				
22	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 05/28/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/28/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 6580146**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

McKenzie Spriggs

From: Jared Oliver
Sent: Wednesday, June 2, 2021 6:04 AM
To: McKenzie Spriggs; Jonathan Holody; Stephen Rucker
Subject: RE: liquor permit #4

No issues from SPD.



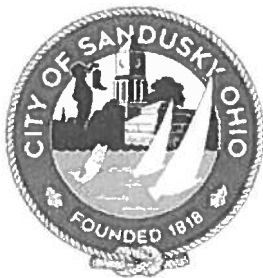
Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us



From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Tuesday, June 1, 2021 3:13 PM
To: Jonathan Holody <jholody@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>
Subject: liquor permit #4

Please see attached liquor permit for 1220 Sycamore Line, Sandusky; The Club.

Email me if you have any concerns or questions on this request.



McKenzie Spriggs | Commission Clerk
CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



McKenzie Spriggs

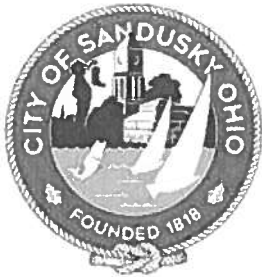
From: Stephen Rucker
Sent: Tuesday, June 1, 2021 3:43 PM
To: McKenzie Spriggs; Jonathan Holody; Jared Oliver
Subject: RE: liquor permit #4

No issues from my office, thanks

From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Tuesday, June 1, 2021 3:13 PM
To: Jonathan Holody <jholody@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>
Subject: liquor permit #4

Please see attached liquor permit for 1220 Sycamore Line, Sandusky; The Club.

Email me if you have any concerns or questions on this request.



McKenzie Spriggs | Commission Clerk
CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



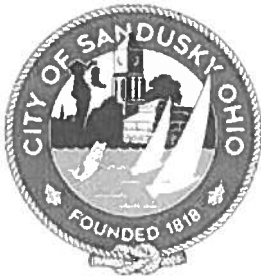
McKenzie Spriggs

From: Jonathan Holody
Sent: Thursday, June 3, 2021 5:33 PM
To: McKenzie Spriggs
Cc: Alec Ochs
Subject: RE: liquor permit #4

McKenzie,

There is no objection to this liquor permit request from the Department of Community Development.

Thank you,



Jonathan Holody | Director

Department of Community Development
240 Columbus Avenue, Sandusky, OH 44870
T: 419.627.5707
E: jholody@ci.sandusky.oh.us
www.ci.sandusky.oh.us



From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Tuesday, June 1, 2021 3:13 PM
To: Jonathan Holody <jholody@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>
Subject: liquor permit #4

Please see attached liquor permit for 1220 Sycamore Line, Sandusky; The Club.

Email me if you have any concerns or questions on this request.



McKenzie Spriggs | Commission Clerk

CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us





DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: June 2, 2021

Subject: Commission Agenda Item – Granting of an Encroachment License for the Property Encroaching Onto the City Right-of-Way along Warren Street

ITEM FOR CONSIDERATION: Legislation approving a License of Encroachment to eight property owners, who have a portion of their property encroaching onto City right-of-way along Warren Street, as detailed below.

BACKGROUND INFORMATION: During the design phase on the Warren Street Reconstruction project, the consulting firm LJB, Inc. discovered eight properties along the project limits were encroaching onto City rights-of-way and did not have a current License Agreement in place. The City has no plans in removing those existing items, however, to keep consistent with current procedures we have made contact with the property owners to sign into an encroachment agreement, which will then be recorded with the Erie County recorder's office.

124 Warren Street, 56-00705.000 & 56-00698.000

Mack Iron Works Co.

Existing parking spaces abutting the property encroaches onto City right-of-way 579 square feet.

410 Warren Street, 56-01231.000

Ernest Robinson

Existing wooden stairs encroaches onto City right-of-way 21 square feet.

432 East Washington Street, 56-00075.000

Joshua Losey

Existing concrete steps encroach onto City right-of-way 5 square feet.

433 East Adams Street, 56-00067.000

Gregory & Barbara Jeanne Sheets Trustees

Existing portion of the building and basement stairwell are encroaching onto City right-of-way 34 square feet.

504 East Madison Street, 56-00498.000

Gregory & Marlene Gosser

Existing portion of the wooden fence encroaches onto City right-of-way 26 square feet.

610 Warren Street, 56-01020.000

Gregory & Marlene Gosser

Existing wooden fence encroaches onto City right-of-way 10 square feet.

506 East Adams Street, 56-00509.000

Tommie McDonald

Existing portion of chain link fence encroaches onto City right-of-way 5 square feet.

426 Warren Street, 56-00864.000

Kevin Dickens

Existing portion of a brick planter and the build encroaches onto City right-of-way 16 square feet.

**We continue our efforts to obtain a signature, the property owner is aware of the encroachment.*

BUDGETARY INFORMATION: The cost of the recording is estimated to be \$418.00 and will be paid for using Capital Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared granting a license of encroachment for 424 Warren St., 410 Warren St., 432 E Washington St., 433 E Adams St., 504 E Adams St., 610 Warren St., 506 E Adams St., and 426 Warren St. be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for execution and recording of the agreements prior to construction planning for the Warren Street Reconstruction project planned for later this year.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein
Director

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Recording of Encroachments

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

Account # 431-6200-53000

By: _____



Michelle Reeder

Finance Director

Dated: 6/10/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH MACK IRON WORKS COMPANY, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHT-OF-WAY, AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT, FOR PURPOSES OF RETAINING AN EXISTING PARKING FIELD; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, during the design phase of the Warren Street Reconstruction Project, the consulting firm, LJB, Inc., discovered eight (8) properties along the project limits were encroaching onto City right-of-way without a License Agreement in place; and

WHEREAS, this proposed License for Encroachment will allow the current property owner, Mack Iron Works Company, of property located at 124 Warren Street, to retain and maintain an existing parking field within the City's right-of-way located on the east side of Warren Street and south side of Water Street; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Grant of a License for Encroachment to be fully executed and recorded prior to construction planning for the Warren Street Reconstruction Project scheduled later this year; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Mack Iron Works Company, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being

adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

**GRANT OF A LICENSE FOR ENCROACHMENT ON THE EAST SIDE OF WARREN
STREET, SOUTH SIDE OF WATER STREET
(124 Warren Street)**

This License Agreement is made this day_____ of _____, 2021, between the City of Sandusky, Ohio ("City") whose tax mailing address is 240 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, and Mack Iron Works Company, ("Licensee") whose tax mailing address is 124 Warren Street, Sandusky, Ohio 44870 under the following conditions and circumstances:

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

Whereas, the Licensee is the owner in fee simple of the real estate adjoining the east side of the Warren Street right-of-way located at 124 Warren Street, Sandusky, OH 44870.

Whereas, the Licensee desires to retain and maintain the parking field (the "Encroachment"), within the City's rights-of-way, located at 124 Warren Street, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.

Whereas, the City is willing to grant to Licensee a temporary license to maintain the Encroachment so long as the Encroachment is not substantially altered.

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

1. The City grants to Licensee the license and permission to retain and maintain the Encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for the real property located at 124 Warren Street, Sandusky, OH 44870, provided that the Encroachment is not substantially altered, that the Licensee complies with all legal requirements, and Licensee acknowledges that this grant of a license is terminable at the will of the City;

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

3. Licensee agrees to maintain the Encroachment and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;

4. This Agreement shall run with the land but is only a temporary license, terminable at the will of the City.

SIGNATURE PAGES TO FOLLOW

SIGNED AND ACKNOWLEDGED LICENSEE:

affixed my seal.

SIGNED AND ACKNOWLEDGED CITY SANDUSKY:

ERIC L. WOBSER, CITY MANAGER

State of Ohio)
County of Erie) ss:

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal
this ____ day of _____, 2020.

Notary Public: _____

My Commission Expires: _____

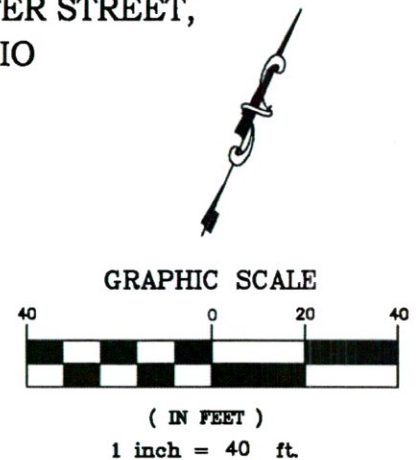
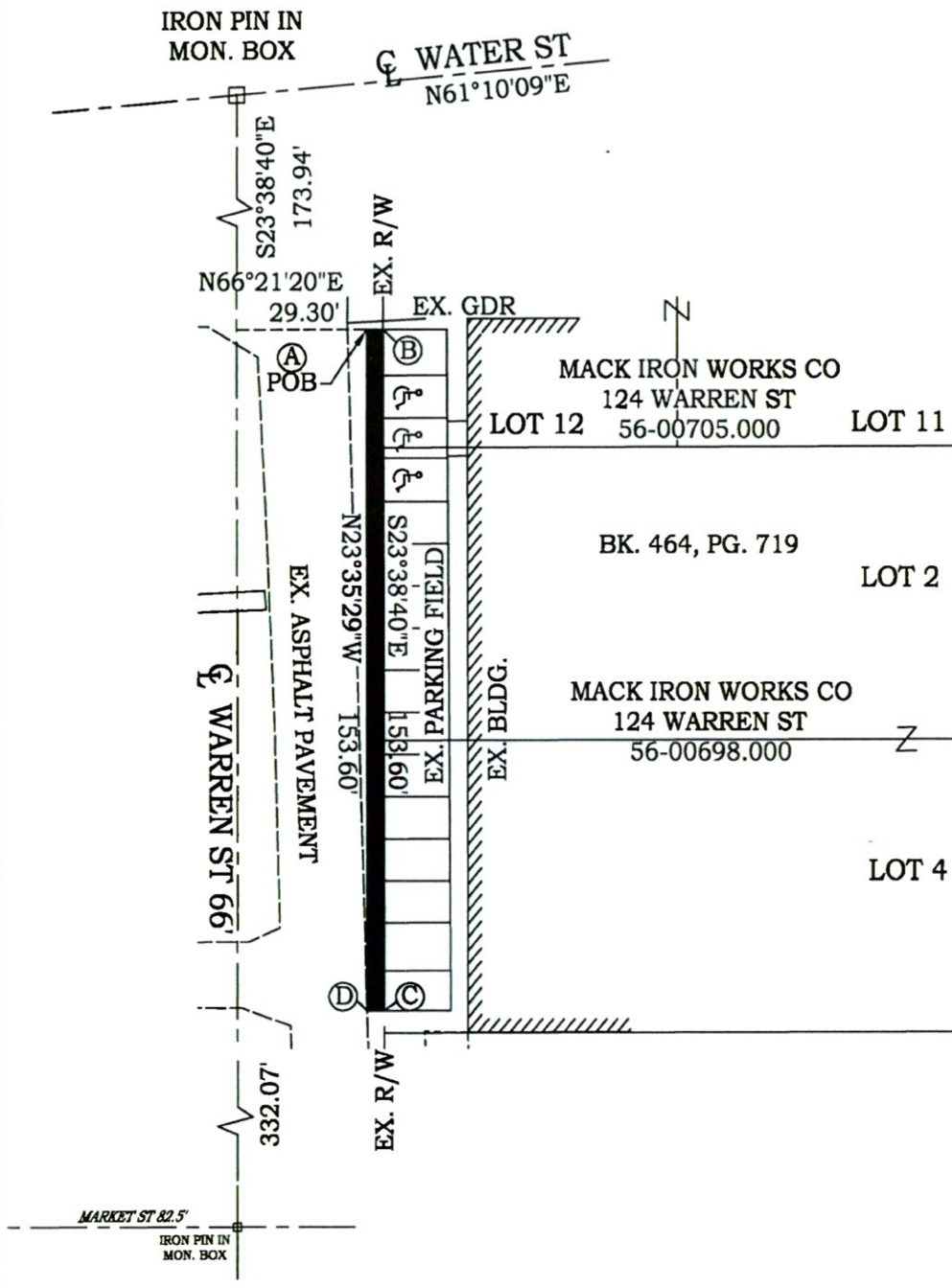
Instrument prepared by:

Ohio Supreme Court # _____
Law Director
City of Sandusky

ENCROACHMENT LICENSE AGREEMENT

124 WARREN STREET

EAST SIDE OF WARREN STREET, SOUTH OF WATER STREET,
CITY OF SANDUSKY, ERIE COUNTY, OHIO



A-B	N66°21'20"E	3.70'
C-D	S66°21'20"W	3.84'

ENCROACHMENT
LICENSE AREA
579 SQ. FT.



LJB Inc.
22710 Fairview Center Drive
Suite 200
Fairview Park, OH 44126
Tel: (440) 683-4504
LJBinc.com

CERTIFICATION

I HEREBY CERTIFY THAT THIS AGREEMENT IS BASED ON A SURVEY
CONDUCTED BY LJB, INC. IN APRIL 2020. BEARINGS USED HEREIN
ARE BASED ON AN ASSUMED MERIDIAN AND INDICATE ANGLES
ONLY. DISTANCES ARE MEASURED IN FEET AND DECIMAL PARTS
THEREOF.

David Hulsmeyer 6/24/2020
DAVID HULSMEYER, P.S. DATE
OHIO LICENSED PROFESSIONAL SURVEY NO. 8548

**LEGAL DESCRIPTION
ENCROACHMENT LICENSE AGREEMENT (ELA)
FOR WOOD STEPS
124 WARREN STREET
579 SQ. FT.**

Situated in the City of Sandusky, County of Erie, State of Ohio and being part of parcels 56-00705.000 and 56-00698.000 currently owned by The Mack Iron Works Company by Book 464, Page 719 of Erie County Records (ECR) and further described bounded as follows:

Commencing at an iron pin found at the intersection of the centerlines of Water Street and Warren Street (66 feet wide); THENCE; S 23° 38'40" E, along said Warren Street centerline, a distance of 173.94 feet to a point on same; THENCE; N 66° 21'20" E, leaving said centerline, a distance of 29.30 feet to a point and being the principal place of beginning of the ELA herein described;

Thence N 66° 21'20" E, a distance of 3.70 feet to a point on the easterly right of way of Warren Street;

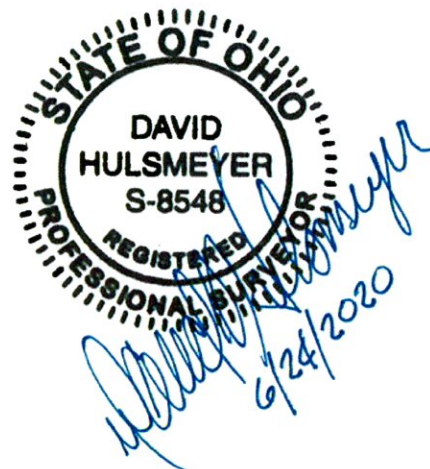
Thence S 23° 38'40" E, along said right of way, a distance of 153.60 feet to a point on same;

Thence S 66° 21'20" W, leaving said right of way, a distance of 3.84 feet to a point;

Thence N 23° 35'29" W, a distance of 153.60 feet to the principal place of beginning.

Containing 579 square feet, more or less, and being subject to all legal highways and easements of record.

Bearings cited within the above description are to an assumed meridian and indicate angles only. The intent is to describe an encroachment license agreement area encompassing an existing parking field. This description was prepared by David Hulsmeyer P.S. No. 8548 from a survey by LJB, Inc. conducted in April 2020.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH ERNEST ROBINSON, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHT-OF-WAY, AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT, FOR PURPOSES OF RETAINING EXISTING WOOD STEPS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, during the design phase of the Warren Street Reconstruction Project, the consulting firm, LJB, Inc., discovered eight (8) properties along the project limits were encroaching onto City right-of-way without a License Agreement in place; and

WHEREAS, this proposed License for Encroachment will allow the current property owner, Ernest Robinson, of property located at 410 Warren Street, to retain and maintain existing wood steps within the City's right-of-way located on the east side of Warren Street and south side of Adams Street; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Grant of a License for Encroachment to be fully executed and recorded prior to construction planning for the Warren Street Reconstruction Project scheduled later this year; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Ernest Robinson, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being

adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

**GRANT OF A LICENSE FOR ENCROACHMENT ON THE EAST SIDE OF WARREN
STREET, SOUTH SIDE OF ADAMS STREET
(410 Warren Street)**

This License Agreement is made this day _____ of _____, 2021, between the City of Sandusky, Ohio ("City") whose tax mailing address is 240 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, and Ernest Robinson, ("Licensee") whose tax mailing address is 2733 Winsted Drive, Toledo, Ohio, 43606 under the following conditions and circumstances:

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

Whereas, the Licensee is the owner in fee simple of the real estate adjoining the east side of the Warren Street right-of-way located at 410 Warren Street., Sandusky, OH 44870.

Whereas, the Licensee desires to retain and maintain the exterior wood steps to the house (the "Encroachment"), within the City's rights-of-way, located at 410 Warren Street, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.

Whereas, the City is willing to grant to Licensee a temporary license to maintain the Encroachment so long as the Encroachment is not substantially altered.

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

1. The City grants to Licensee the license and permission to retain and maintain the Encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for the real property located at 410 Warren Street, Sandusky, OH 44870, provided that the Encroachment is not substantially altered, that the Licensee complies with all legal requirements, and Licensee acknowledges that this grant of a license is terminable at the will of the City;

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

3. Licensee agrees to maintain the Encroachment and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;

4. This Agreement shall run with the land but is only a temporary license, terminable at the will of the City.

SIGNATURE PAGES TO FOLLOW

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

SIGNED AND ACKNOWLEDGED LICENSEE:

Ernest J. Robinson
ERNEST ROBINSON

State of Ohio) SSA
County of LUCAS) ss:
SSA

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this 21st day of August, 2020.



JOSEPH E. ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2023

Notary Public: Joseph E. Almady

My Commission Expires: 8/22/2023

SIGNED AND ACKNOWLEDGED CITY SANDUSKY:

ERIC L. WOBSEY, CITY MANAGER

State of Ohio)

) ss:

County of Erie)

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this ____ day of _____, 2021.

Notary Public: _____

My Commission Expires: _____

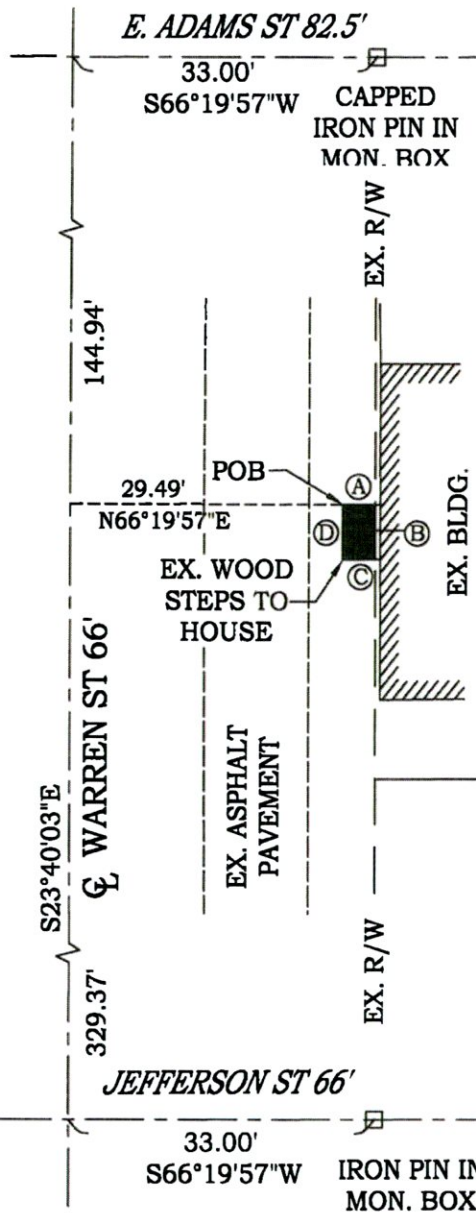
Instrument prepared by:

Ohio Supreme Court # _____
Law Director
City of Sandusky

ENCROACHMENT LICENSE AGREEMENT

410 WARREN STREET

EAST SIDE OF WARREN STREET, SOUTH SIDE OF ADAMS
STREET, CITY OF SANDUSKY, ERIE COUNTY, OHIO



ERNEST ROBINSON
410 WARREN ST
RN 201503576
56-01231.000
LOT 24



A	N66°19'57\"E	3.51'
B	S23°40'03\"E	5.95'
C	S66°19'57\"W	3.51'
D	N23°40'03\"W	5.95'

ENCROACHMENT
LICENSE AREA
21 SQ. FT.



CERTIFICATION

I HEREBY CERTIFY THAT THIS AGREEMENT IS BASED ON A SURVEY
CONDUCTED BY LJB, INC. IN APRIL 2020. BEARINGS USED HEREIN
ARE BASED ON AN ASSUMED MERIDIAN AND INDICATE ANGLES
ONLY. DISTANCES ARE MEASURED IN FEET AND DECIMAL PARTS
THEREOF.

David Hulsmeier 6/10/2020
DAVID HULSMAYER, P.S. DATE
OHIO LICENSED PROFESSIONAL SURVEY NO. 8548



LJB Inc.
22710 Fairview Center Drive
Suite 200
Fairview Park, OH 44126
Tel: (440) 683-4504
LJBinc.com

**LEGAL DESCRIPTION
ENCROACHMENT LICENSE AGREEMENT (ELA)
FOR WOOD STEPS
410 WARREN STREET
21 SQ. FT.**

Situated in the City of Sandusky, County of Erie, State of Ohio and being part of parcel 56-01231.000 currently owned by Ernest Robinson by record number 201503576 of Erie County Records (ECR) and further described bounded as follows:

Commencing at the intersection of the centerlines of East Adams Street and Warren Street (66 feet wide); THENCE; S 23° 40'03" E, along said Warren Street centerline, a distance of 144.94 feet to a point on same; THENCE; N 66° 19'57" E, leaving said centerline, a distance of 29.49 feet to a point and being the principal place of beginning of the ELA herein described;

Thence N 66° 19'57" E, a distance of 3.51 feet to a point on the easterly right of way of Warren Street;

Thence S 23° 40'03" E, along said right of way, a distance of 5.95 feet to a point on same;

Thence S 66° 19'57" W, leaving said right of way, a distance of 3.51 feet to a point;

Thence N 23° 40'03" W, a distance of 5.95 feet to the principal place of beginning.

Containing 21 square feet, more or less, and being subject to all legal highways and easements of record.

Bearings cited within the above description are to an assumed meridian and indicate angles only. The intent is to describe an encroachment license agreement area encompassing existing wood steps. This description was prepared by David Hulsmeyer P.S. No. 8548 from a survey by LJB, Inc. conducted in April 2020.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH KEVIN DICKENS, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHT-OF-WAY, AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT, FOR PURPOSES OF RETAINING AN EXISTING BRICK PLANTER AND BUILDING; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, during the design phase of the Warren Street Reconstruction Project, the consulting firm, LJB, Inc., discovered eight (8) properties along the project limits were encroaching onto City right-of-way without a License Agreement in place; and

WHEREAS, this proposed License for Encroachment will allow the current property owner, Kevin Dickens, of property located at 426 Warren Street, to retain and maintain an existing brick planter and building within the City's right-of-way located on the east side of Warren Street and south side of Adams Street; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Grant of a License for Encroachment to be fully executed and recorded prior to construction planning for the Warren Street Reconstruction Project scheduled later this year; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Kevin Dickens, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such

revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

**GRANT OF A LICENSE FOR ENCROACHMENT ON THE EAST SIDE OF WARREN
STREET, SOUTH SIDE OF ADAMS STREET
(426 Warren Street)**

This License Agreement is made this day _____ of _____, 2020, between the City of Sandusky, Ohio ("City") whose tax mailing address is 240 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, and Kevin Dickens, ("Licensee") whose tax mailing address is 1319 High Street, Bremerton, Washington, 98337 under the following conditions and circumstances:

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

Whereas, the Licensee is the owner in fee simple of the real estate adjoining the east side of the Warren Street right-of-way located at 426 Warren Street, Sandusky, OH 44870.

Whereas, the Licensee desires to retain and maintain the exterior brick planter and building (the "Encroachment"), within the City's rights-of-way, located at 426 Warren Street, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.

Whereas, the City is willing to grant to Licensee a temporary license to maintain the Encroachment so long as the Encroachment is not substantially altered.

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

1. The City grants to Licensee the license and permission to retain and maintain the Encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for the real property located at 426 Warren Street, Sandusky, OH 44870, provided that the Encroachment is not substantially altered, that the Licensee complies with all legal requirements, and Licensee acknowledges that this grant of a license is terminable at the will of the City;

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

3. Licensee agrees to maintain the Encroachment and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;

4. This Agreement shall run with the land but is only a temporary license, terminable at the will of the City.

SIGNATURE PAGES TO FOLLOW

SIGNED AND ACKNOWLEDGED LICENSEE:

My Commission Expires: _____

SIGNED AND ACKNOWLEDGED CITY SANDUSKY:

ERIC L. WOBSER, CITY MANAGER

State of Ohio)
County of Erie) ss:

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal
this ____ day of _____, 2020.

Notary Public: _____

My Commission Expires: _____

Instrument prepared by:

Ohio Supreme Court # _____
Law Director
City of Sandusky

**EAST SIDE OF WARREN STREET, SOUTH SIDE OF ADAMS
STREET, CITY OF SANDUSKY, ERIE COUNTY, OHIO**



1 inch = 20 ft.

ENCROACHMENT
LICENSE AREA
16 SQ. FT.



22710 Fairview Center Drive
Suite 200
Fairview Park, OH 44126
Tel: (440) 683-4504
LJBinc.com

DAVID HULSMeyer, P.S. DATE
OHIO LICENSED PROFESSIONAL SURVEY NO. 8548

**LEGAL DESCRIPTION
ENCROACHMENT LICENSE AGREEMENT (ELA)
FOR A PORTION OF A BRICK PLANTER AND BUILDING
426 WARREN STREET
16 SQ. FT.**

Situated in the City of Sandusky, County of Erie, State of Ohio and being part of parcel 56-00864.000 currently owned by Kevin Dickens by record number 201909321 of Erie County Records (ECR) and further described bounded as follows:

Commencing at the intersection of the centerlines of East Adams Street and Warren Street (66 feet wide); THENCE; S 23° 40'03" E, along said Warren Street centerline, a distance of 308.44 feet to a point on same; THENCE; N 66° 19'57" E, leaving said centerline, a distance of 33.00 feet to a point on the easterly right of way of Warren Street and being the principal place of beginning of the ELA herein described;

Thence S 23° 40'03" E, along said right of way, a distance of 27.94 feet to a point on the on same;

Thence S 64° 04'24" W, leaving said right of way, a distance of 1.24 feet to a point;

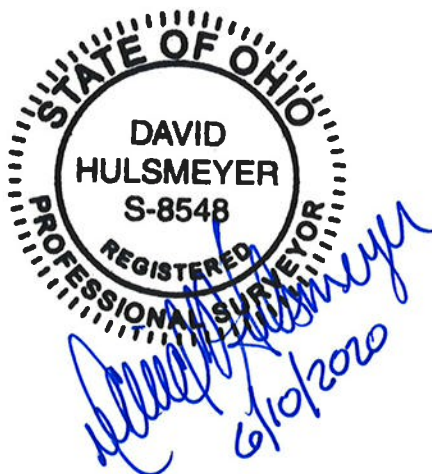
Thence N 23° 32'07" W, a distance of 11.77 feet to a point;

Thence N 68° 03'41" E, a distance of 1.04 feet to a point;

Thence N 23° 03'26" W, a distance of 16.24 feet to the principal place of beginning.

Containing 16 square feet, more or less, and being subject to all legal highways and easements of record.

Bearings cited within the above description are to an assumed meridian and indicate angles only. The intent is to describe an encroachment license agreement area encompassing a portion of an existing brick planter and building. This description was prepared by David Hulsmeyer P.S. No. 8548 from a survey by LJB, Inc. conducted in April 2020.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH JOSHUA R. LOSEY, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHT-OF-WAY, AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT, FOR PURPOSES OF RETAINING EXISTING CONCRETE STAIRS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, during the design phase of the Warren Street Reconstruction Project, the consulting firm, LJB, Inc., discovered eight (8) properties along the project limits were encroaching onto City right-of-way without a License Agreement in place; and

WHEREAS, this proposed License for Encroachment will allow the current property owner, Joshua R. Losey, of property located at 432 E. Washington Street, to retain and maintain existing concrete stairs within the City's right-of-way located on the west side of Warren Street and south side of Washington Street; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Grant of a License for Encroachment to be fully executed and recorded prior to construction planning for the Warren Street Reconstruction Project scheduled later this year; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Joshua R. Losey, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being

adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

**GRANT OF A LICENSE FOR ENCROACHMENT ON THE WEST SIDE OF WARREN
STREET, SOUTH SIDE OF WASHINGTON STREET
(432 East Washington Street)**

This License Agreement is made this day _____ of _____, 2021, between the City of Sandusky, Ohio ("City") whose tax mailing address is 240 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, and Joshua R. Losey, ("Licensee") whose tax mailing address is 3905 Harris Road, Sandusky, Ohio 44870 under the following conditions and circumstances:

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

Whereas, the Licensee is the owner in fee simple of the real estate adjoining the west side of the Warren Street right-of-way located at 432 East Washington Street., Sandusky, OH 44870.

Whereas, the Licensee desires to retain and maintain the concrete stairs to the apartment (the "Encroachment"), within the City's rights-of-way, located at 432 East Washington Street, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.

Whereas, the City is willing to grant to Licensee a temporary license to maintain the Encroachment so long as the Encroachment is not substantially altered.

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

1. The City grants to Licensee the license and permission to retain and maintain the Encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for the real property located at 432 East Washington Street, Sandusky, OH 44870, provided that the Encroachment is not substantially altered, that the Licensee complies with all legal requirements, and Licensee acknowledges that this grant of a license is terminable at the will of the City;

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

3. Licensee agrees to maintain the Encroachment and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;

4. This Agreement shall run with the land but is only a temporary license, terminable at the will of the City.

SIGNATURE PAGES TO FOLLOW

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

SIGNED AND ACKNOWLEDGED LICENSEE:


JOSHUA R. LOSEY

State of Ohio)

) ss:

County of Erie)

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this 21st day of August, 2020.



JOSEPH E ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2023

Notary Public: 

My Commission Expires: 8/22/2023

SIGNED AND ACKNOWLEDGED LICENSEE:

State of Ohio)) ss:
County of Erie)

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal
this ____ day of _____, 2021.

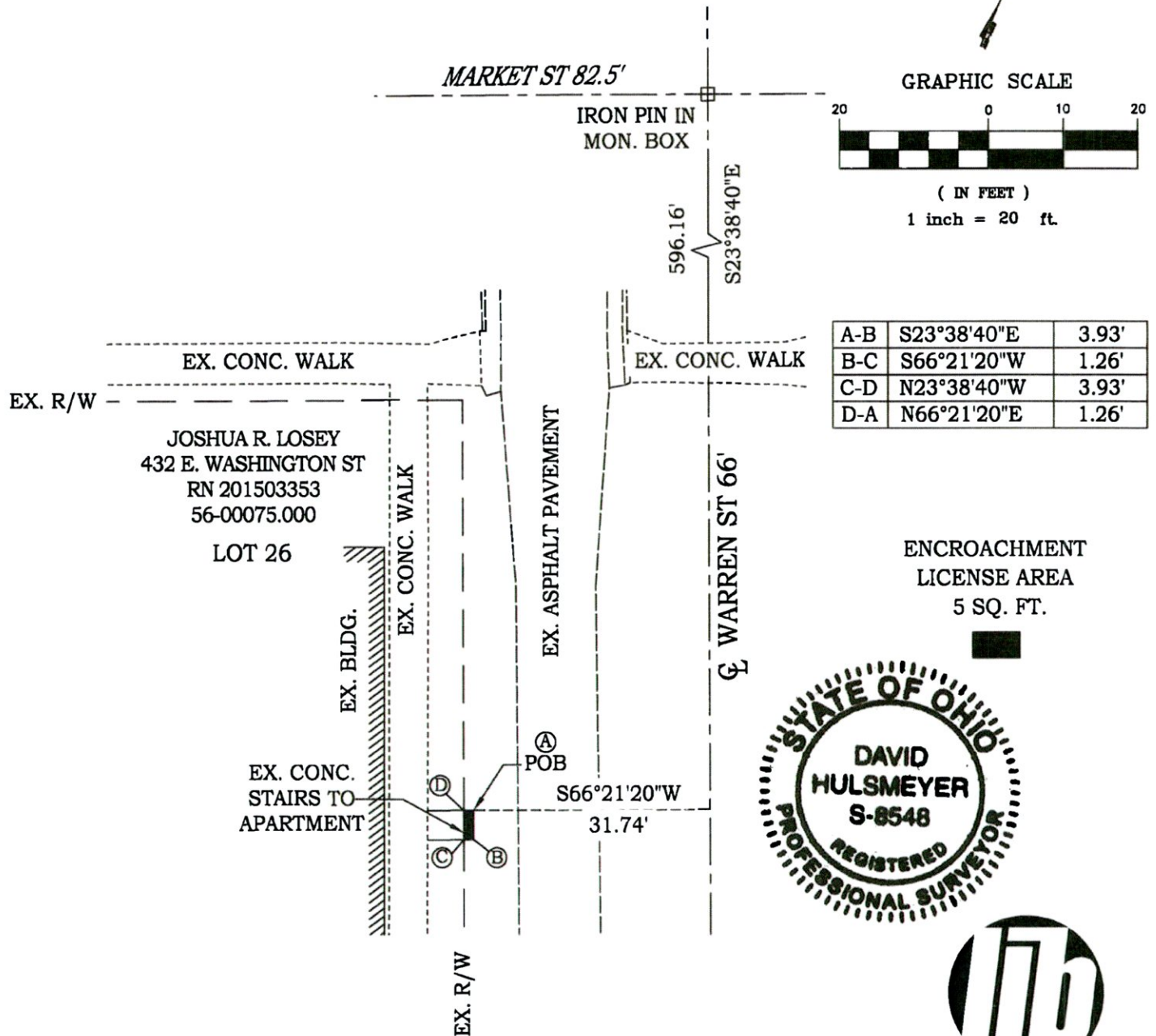
Notary Public: _____

My Commission Expires: _____

ENCROACHMENT LICENSE AGREEMENT

432 EAST WASHINGTON STREET

WEST SIDE OF WARREN STREET, SOUTH OF WASHINGTON
STREET, CITY OF SANDUSKY, ERIE COUNTY, OHIO



CERTIFICATION

I HEREBY CERTIFY THAT THIS AGREEMENT IS BASED ON A SURVEY CONDUCTED BY LJB, INC. IN APRIL 2020. BEARINGS USED HEREIN ARE BASED ON AN ASSUMED MERIDIAN AND INDICATE ANGLES ONLY. DISTANCES ARE MEASURED IN FEET AND DECIMAL PARTS THEREOF.

DAVID HULSMAYER, P.S.

DATE

OHIO LICENSED PROFESSIONAL SURVEY NO. 8548

EXHIBIT
"A"

LJB Inc.
22710 Fairview Center Drive
Suite 200
Fairview Park, OH 44126
Tel: (440) 683-4504
LJBinc.com

**LEGAL DESCRIPTION
ENCROACHMENT LICENSE AGREEMENT (ELA)
FOR A PORTION OF CONCRETE STEPS
432 EAST WASHINGTON STREET
5 SQ. FT.**

Situated in the City of Sandusky, County of Erie, State of Ohio and being part of parcel 56-00075.000 currently owned by Joshua R. Losey as recorded as RN201503353 of Erie County Records (ECR) and further described bounded as follows:

Commencing at an iron pin found at the intersection of the centerlines of Market Street and Warren Street (66 feet wide); THENCE; S 23° 38'40" E, along said Warren Street centerline, a distance of 596.16 feet to a point on same; THENCE; S 66° 21'20" W, leaving said centerline, a distance of 31.74 feet to a point and being the principal place of beginning of the ELA herein described;

Thence S 23° 38'40" E, a distance of 3.93 feet;

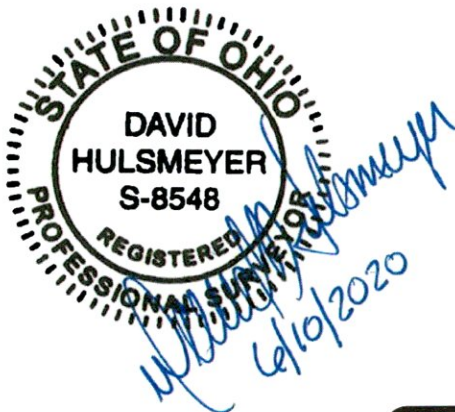
Thence S 66° 21'20" W, a distance of 1.26 feet to a point on the westerly right of way of Warren Street;

Thence N 23° 38'40" W, along said right of way, a distance of 3.93 feet to a point on same;

Thence N 66° 21'20" E, leaving said right of way, a distance of 1.26 feet to the principal place of beginning.

Containing 5 square feet, more or less, and being subject to all legal highways and easements of record.

Bearings cited within the above description are to an assumed meridian and indicate angles only. The intent is to describe an encroachment license agreement area encompassing part of existing concrete stairs. This description was prepared by David Hulsmeyer P.S. No. 8548 from a survey by LJB, Inc. conducted in April 2020.



EXHIBIT

"B"

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH GREGORY C. AND BARBARA J. SHEETS, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHT-OF-WAY, AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT, FOR PURPOSES OF RETAINING EXISTING CONCRETE STAIRS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, during the design phase of the Warren Street Reconstruction Project, the consulting firm, LJB, Inc., discovered eight (8) properties along the project limits were encroaching onto City right-of-way without a License Agreement in place; and

WHEREAS, this proposed License for Encroachment will allow the current property owners, Gregory C. and Barbara J. Sheets, of property located at 433 East Adams Street, to retain and maintain the existing basement concrete stairs within the City's right-of-way located on the west side of Warren Street and north side of Adams Street; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Grant of a License for Encroachment to be fully executed and recorded prior to construction planning for the Warren Street Reconstruction Project scheduled later this year; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Gregory C. and Barbara J. Sheets, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten

herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

**GRANT OF A LICENSE FOR ENCROACHMENT ON THE WEST SIDE OF WARREN
STREET, NORTH SIDE OF ADAMS STREET
(433 East Adams Street)**

This License Agreement is made this day _____ of _____, 2021, between the City of Sandusky, Ohio ("City") whose tax mailing address is 240 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, and Gregory C. Sheets and Barbara J. Sheets, as Trustees, ("Licensee") whose tax mailing address is 207 Sandusky Avenue. Huron, Ohio 44839 under the following conditions and circumstances:

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

Whereas, the Licensee is the owner in fee simple of the real estate adjoining the west side of the Warren Street right-of-way located at 433 East Adams Street., Sandusky, OH 44870.

Whereas, the Licensee desires to retain and maintain the concrete stairs to the basement as well as parts of the house (the "Encroachments"), within the City's rights-of-way, located at 433 East Adams Street, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.

Whereas, the City is willing to install a rigid traversable covering over the stairwell to ensure safe travel for users of the adjacent bike path and is willing to grant to Licensee

a temporary license to maintain the Encroachment so long as the Encroachment is not substantially altered.

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

1. The City grants to Licensee the license and permission to retain and maintain the Encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for the real property located at 433 East Adams Street, Sandusky, OH 44870, provided that the Encroachment is not substantially altered, that the Licensee complies with all legal requirements, and Licensee acknowledges that this grant of a license is terminable at the will of the City;

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

3. Licensee agrees to maintain the Encroachment and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;

4. This Agreement shall run with the land but is only a temporary license, terminable at the will of the City.

SIGNATURE PAGES TO FOLLOW

SIGNED AND ACKNOWLEDGED LICENSEE:

Barbara J. Sheets
BARBARA J. SHEETS

Before me a Notary Public for the State of Ohio, appeared the above named, Gregory C. Sheets and Barbara Jeanne Sheets, as Trustees, who acknowledged that they signed the foregoing instrument and that the signing was a free act.

Notary Public: Jamie Hunt
My Commission Expires: 9-8-2024



JAMIE NINKE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
09-08-2024

SIGNED AND ACKNOWLEDGED CITY SANDUSKY:

ERIC L. WOBSE, CITY MANAGER

State of Ohio)
) ss:
County of Erie)

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal
this ____ day of _____, 2021.

Notary Public: _____

My Commission Expires: _____

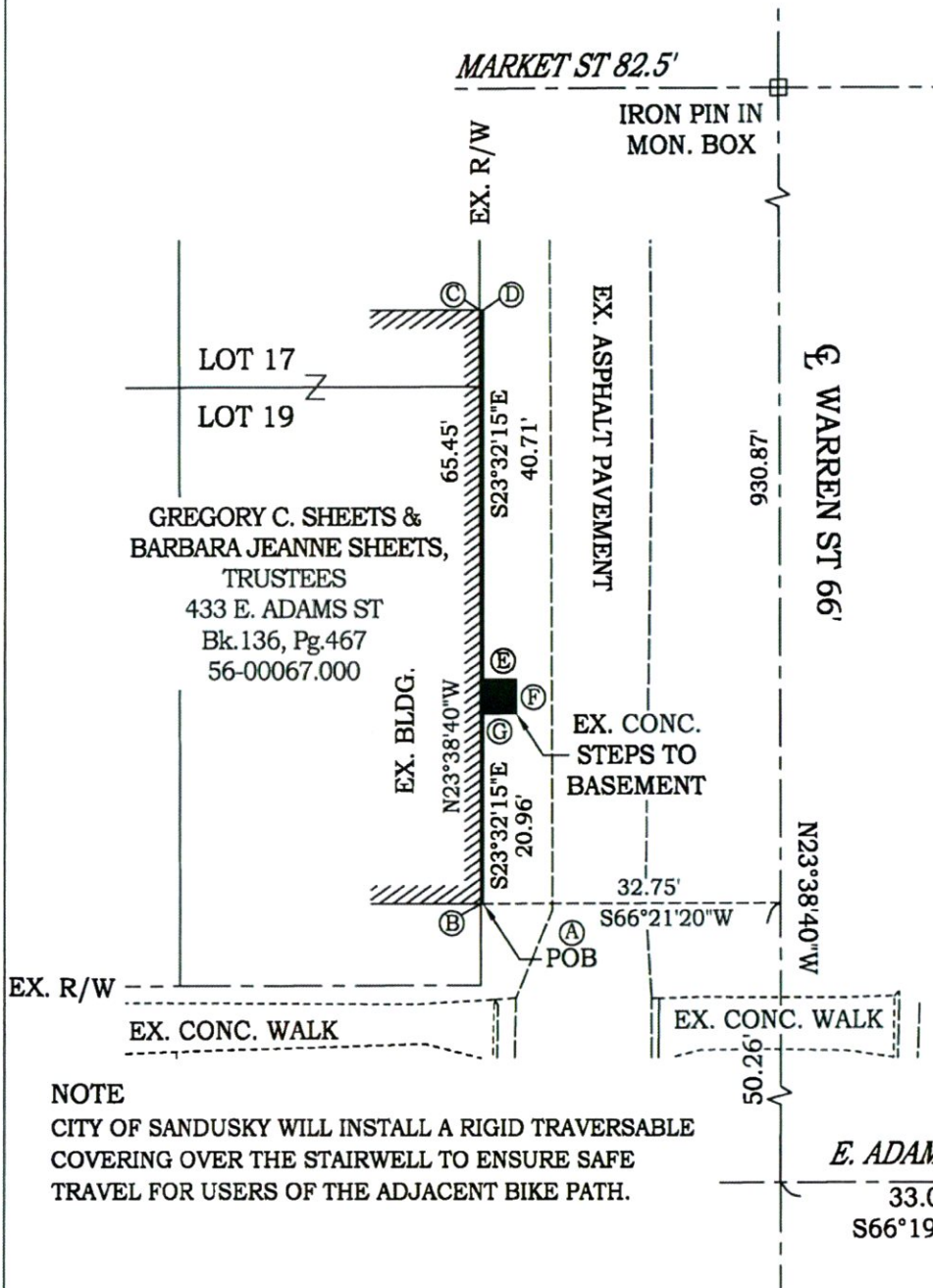
Instrument prepared by:

Ohio Supreme Court # _____
Law Director
City of Sandusky

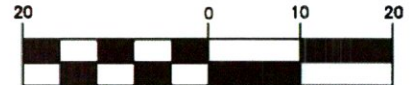
ENCROACHMENT LICENSE AGREEMENT

433 EAST ADAMS STREET

WEST SIDE OF WARREN STREET, NORTH SIDE OF ADAMS STREET, CITY OF SANDUSKY, ERIE COUNTY, OHIO



GRAPHIC SCALE



(IN FEET)

1 inch = 20 ft.

A-B	S66°21'20\"W	0.25'
C-D	N66°21'20\"E	0.37'
E	N66°21'20\"E	3.63'
F	S23°38'40\"E	3.77'
G	S66°21'20\"W	3.64'

ENCROACHMENT
LICENSE AREA
34 SQ. FT.



CERTIFICATION

I HEREBY CERTIFY THAT THIS AGREEMENT IS BASED ON A SURVEY CONDUCTED BY LJB, INC. IN APRIL 2020. BEARINGS USED HEREIN ARE BASED ON AN ASSUMED MERIDIAN AND INDICATE ANGLES ONLY. DISTANCES ARE MEASURED IN FEET AND DECIMAL PARTS THEREOF.

David Hulsmeyer 4/24/2020
DAVID HULSMEYER, P.S. DATE
OHIO LICENSED PROFESSIONAL SURVEY NO. 8548

EXHIBIT
"A"

LJB Inc.
22710 Fairview Center Drive
Suite 200
Fairview Park, OH 44126
Tel: (440) 683-4504
LJBinc.com

**LEGAL DESCRIPTION
ENCROACHMENT LICENSE AGREEMENT (ELA)
FOR A PORTION OF A BUILDING AND STAIRWELL
433 EAST ADAMS STREET
34 SQ. FT.**

Situated in the City of Sandusky, County of Erie, State of Ohio and being part of parcel 56-00067.000 currently owned by Gregory C. and Barbara Jeanne Sheets Trustees, as recorded in Book 136 Page 467 of Erie County Records (ECR) and further described bounded as follows:

Commencing at the intersection of the centerlines of Adams Street and Warren Street (66 feet wide); THENCE; N 23° 38'40" W, along said Warren Street centerline, a distance of 50.26 feet to a point on same; THENCE; S 66° 21'20" W, leaving said centerline, a distance of 32.75 feet to a point and being the principal place of beginning of the ELA herein described;

Thence S 66° 21'20" W, a distance of 0.25 feet to a point on the westerly right of way of Warren Street;

Thence N 23° 38'40" W, along said right of way, a distance of 65.45 feet to a point on same;

Thence N 66° 21'20" E, leaving said right of way, a distance of 0.37 feet to a point;

Thence S 23° 32'15" E, along said right of way, a distance of 40.71 feet to a point;

Thence N 66° 21'20" E, a distance of 3.63 feet to a point;

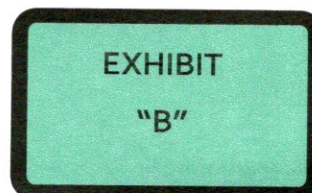
Thence S 23° 38'40" E, a distance of 3.77 feet to a point;

Thence S 66° 21'20" W, a distance of 3.64 feet to a point;

Thence S 23° 32'15" E, a distance of 20.96 feet to the principal place of beginning.

Containing 34 square feet, more or less, and being subject to all legal highways and easements of record.

Bearings cited within the above description are to an assumed meridian and indicate angles only. The intent is to describe an encroachment license agreement area encompassing part an existing building and concrete stairwell. This description was prepared by David Hulsmeyer P.S. No. 8548 from a survey by LJB, Inc. conducted in April 2020.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH GREGORY S. AND MARLENE M. GOSSER, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHT-OF-WAY, AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT, FOR PURPOSES OF RETAINING AN EXISTING WOOD FENCE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, during the design phase of the Warren Street Reconstruction Project, the consulting firm, LJB, Inc., discovered eight (8) properties along the project limits were encroaching onto City right-of-way without a License Agreement in place; and

WHEREAS, this proposed License for Encroachment will allow the current property owners, Gregory S. and Marlene M. Gosser, of property located at 504 Madison Street, to retain and maintain an existing wood fence within the City's right-of-way located on the east side of Warren Street and south side of Madison Street; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Grant of a License for Encroachment to be fully executed and recorded prior to construction planning for the Warren Street Reconstruction Project scheduled later this year; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Gregory S. and Marlene M. Gosser, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten

herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

**GRANT OF A LICENSE FOR ENCROACHMENT ON THE EAST SIDE OF WARREN
STREET, SOUTH SIDE OF MADISON STREET
(504 East Madison Street)**

This License Agreement is made this day _____ of _____, 2021, between the City of Sandusky, Ohio ("City") whose tax mailing address is 240 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, and Gregory S. and Marlene M. Gosser, ("Licensee") whose tax mailing address is 301 Pomona Avenue, Long Beach, California, 90803 under the following conditions and circumstances:

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

Whereas, the Licensee is the owner in fee simple of the real estate adjoining the east side of the Warren Street right-of-way located at 504 East Madison Street., Sandusky, OH 44870.

Whereas, the Licensee desires to retain and maintain the wood fence (the "Encroachment"), within the City's rights-of-way, located at 504 East Madison Street, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.

Whereas, the City is willing to grant to Licensee a temporary license to maintain the Encroachment so long as the Encroachment is not substantially altered.

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

1. The City grants to Licensee the license and permission to retain and maintain the Encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for the real property located at 504 East Madison Street, Sandusky, OH 44870, provided that the Encroachment is not substantially altered, that the Licensee complies with all legal requirements, and Licensee acknowledges that this grant of a license is terminable at the will of the City;

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

3. Licensee agrees to maintain the Encroachment and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;

4. This Agreement shall run with the land but is only a temporary license, terminable at the will of the City.

SIGNATURE PAGES TO FOLLOW

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

SIGNED AND ACKNOWLEDGED LICENSEE:

Gregory S. Gosser Marlene M. Gosser
GREGORY S. GOSSER MARLENE M. GOSSER

State of California)

) ss:

County of Los Angeles)

Before me a Notary Public for the State of California, appeared the above named, Gregory S. Gosser and Marlene M. Gosser, who acknowledged that they signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this 26 day of Aug, 2020.

Notary Public: See Notary Seal

My Commission Expires: Aug 23, 2022

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

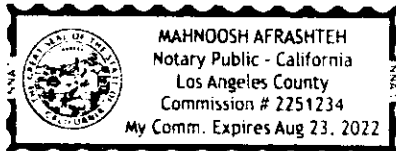
County of LOS ANGELES

On AUG 26, 2020 before me, Mahnoosh Afraشته, Notary Public

Date GREGORY S BOSSER Here Insert Name and Title of the Officer
personally appeared

Name(s) of Signer(s)
MARLENE M BOSSER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

SIGNED AND ACKNOWLEDGED CITY SANDUSKY:

ERIC L. WOBSER, CITY MANAGER

State of Ohio)
County of Erie) ss:

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal
this ____ day of _____, 2021.

Notary Public: _____

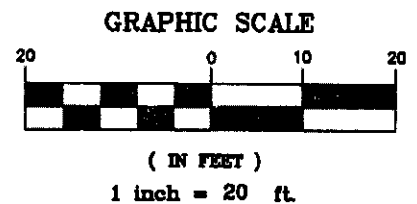
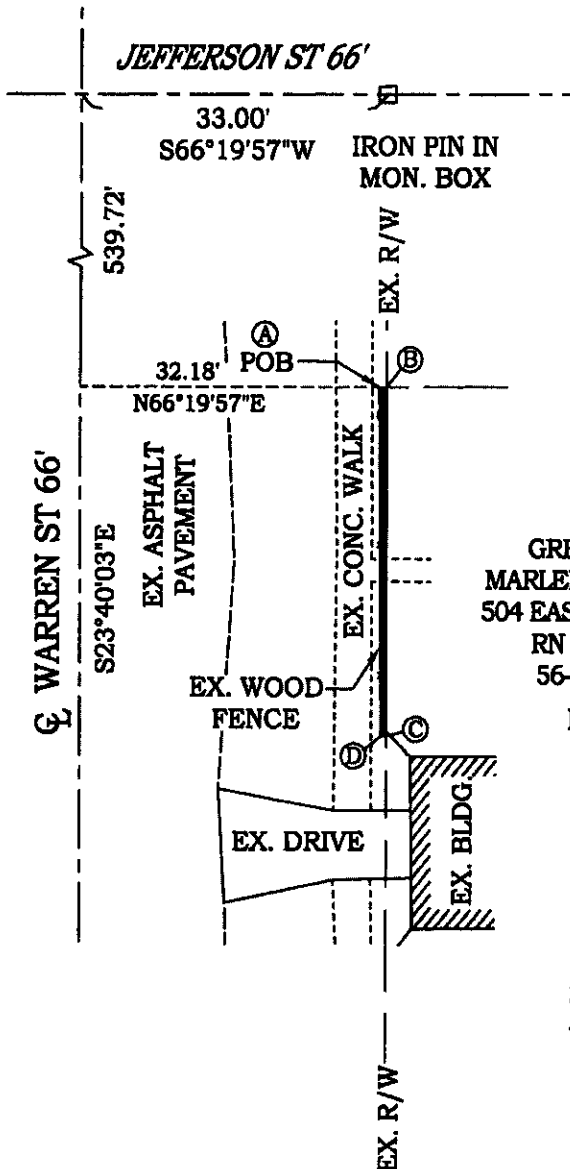
My Commission Expires: _____

Instrument prepared by:

Ohio Supreme Court # _____
Law Director
City of Sandusky

ENCROACHMENT LICENSE AGREEMENT

504 EAST MADISON STREET
EAST SIDE OF WARREN STREET, SOUTH SIDE OF
MADISON STREET,
CITY OF SANDUSKY, ERIE COUNTY, OHIO



A-B	N66°19'57"E	0.82'
B-C	S23°40'03"E	37.57'
C-D	S66°19'57"W	0.58'
D-A	N24°02'35"W	37.57'

GREGORY S. &
MARLENE M. GOSSER
504 EAST MADISON ST
RN 201500423
56-00498.000
LOT 39

ENCROACHMENT
LICENSE AREA
26 SQ. FT.



CERTIFICATION

I HEREBY CERTIFY THAT THIS AGREEMENT IS BASED ON A SURVEY CONDUCTED BY LJB, INC. IN APRIL 2020. BEARINGS USED HEREIN ARE BASED ON AN ASSUMED MERIDIAN AND INDICATE ANGLES ONLY. DISTANCES ARE MEASURED IN FEET AND DECIMAL PARTS THEREOF.


DAVID HULSMEYER, P.S. DATE 7/15/2020
OHIO LICENSED PROFESSIONAL SURVEY NO. 8548

LJB Inc.
22710 Fairview Center Drive
Suite 200
Fairview Park, OH 44126
Tel: (440) 683-4504
LJBinc.com

**LEGAL DESCRIPTION
ENCROACHMENT LICENSE AGREEMENT (ELA)
FOR A PORTION OF AN EXISTING WOOD FENCE
504 E. MADISON STREET
26 SQ. FT.**

Situated in the City of Sandusky, County of Erie, State of Ohio and being part of parcel 56-00498.000 currently owned by Gregory S. and Marlene M. Gosser by record number 201500423 of Erie County Records (ECR) and further described bounded as follows:

Commencing at the intersection of the centerlines of Jefferson Street and Warren Street (66 feet wide); THENCE; S 23° 40'03" E, along said Warren Street centerline, a distance of 539.72 feet to a point on same; THENCE; N 66° 19'57" E, leaving said centerline, a distance of 32.18 feet to a point and being the principal place of beginning of the ELA herein described;

Thence N 66° 19'57" E, a distance of 0.82 feet to a point on the easterly right of way of Warren Street;

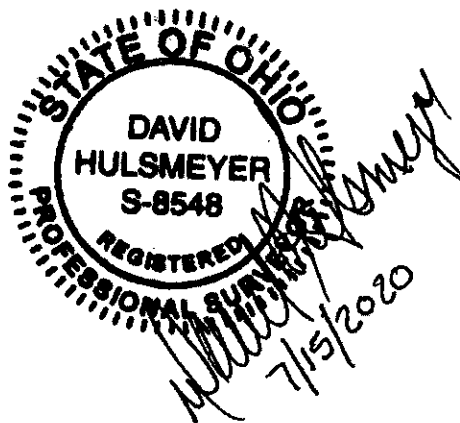
Thence S 23° 40'03" E, along said right of way, a distance of 37.57 feet to a point;

Thence S 66° 19'57" W, leaving said right of way, a distance of 0.58 feet to a point;

Thence N 24° 02'35" W, a distance of 37.57 feet to the principal place of beginning.

Containing 26 square feet, more or less, and being subject to all legal highways and easements of record.

Bearings cited within the above description are to an assumed meridian and indicate angles only. The intent is to describe an encroachment license agreement area encompassing a portion of an existing wood fence. This description was prepared by David Hulsmeyer P.S. No. 8548 from a survey by LJB, Inc. conducted in April 2020.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH TOMMIE E. MCDONALD, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHT-OF-WAY, AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT, FOR PURPOSES OF RETAINING AN EXISTING CHAIN LINK FENCE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, during the design phase of the Warren Street Reconstruction Project, the consulting firm, LJB, Inc., discovered eight (8) properties along the project limits were encroaching onto City right-of-way without a License Agreement in place; and

WHEREAS, this proposed License for Encroachment will allow the current property owner, Tommie E. McDonald, of property located at 506 East Adams Street, to retain and maintain an existing chain link fence within the City's right-of-way located on the east side of Warren Street and south side of Adams Street; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Grant of a License for Encroachment to be fully executed and recorded prior to construction planning for the Warren Street Reconstruction Project scheduled later this year; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Tommie E. McDonald, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together

with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

**GRANT OF A LICENSE FOR ENCROACHMENT ON THE EAST SIDE OF WARREN
STREET, SOUTH SIDE OF ADAMS STREET
(506 East Adams Street)**

This License Agreement is made this day _____ of _____, 2021, between the City of Sandusky, Ohio ("City") whose tax mailing address is 240 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, and Tommie E. McDonald, ("Licensee") whose tax mailing address is 506 East Adams, Sandusky, Ohio 44870 under the following conditions and circumstances:

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

Whereas, the Licensee is the owner in fee simple of the real estate adjoining the east side of the Warren Street right-of-way located at 506 East Adams Street., Sandusky, OH 44870.

Whereas, the Licensee desires to retain and maintain the chain link fence (the "Encroachment"), within the City's rights-of-way, located at 506 East Adams Street, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.

Whereas, the City is willing to grant to Licensee a temporary license to maintain the Encroachment so long as the Encroachment is not substantially altered.

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

1. The City grants to Licensee the license and permission to retain and maintain the Encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for the real property located at 506 East Adams Street, Sandusky, OH 44870, provided that the Encroachment is not substantially altered, that the Licensee complies with all legal requirements, and Licensee acknowledges that this grant of a license is terminable at the will of the City;

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

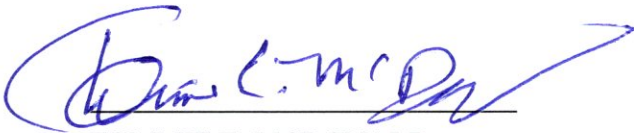
3. Licensee agrees to maintain the Encroachment and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;

4. This Agreement shall run with the land but is only a temporary license, terminable at the will of the City.

SIGNATURE PAGES TO FOLLOW

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

SIGNED AND ACKNOWLEDGED LICENSEE:


TOMMIE E. MCDONALD

State of Ohio)

) ss:

County of Erie)

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this 21ST day of August, 2020.



JOSEPH E ALMADY

Notary Public

In and for the State of Ohio

My Commission Expires

August 22, 2023

Notary Public: 

My Commission Expires: 8/22/2023

SIGNED AND ACKNOWLEDGED CITY SANDUSKY:

ERIC L. WOBSEY, CITY MANAGER

State of Ohio)

) ss:

County of Erie)

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this ____ day of _____, 2021.

Notary Public: _____

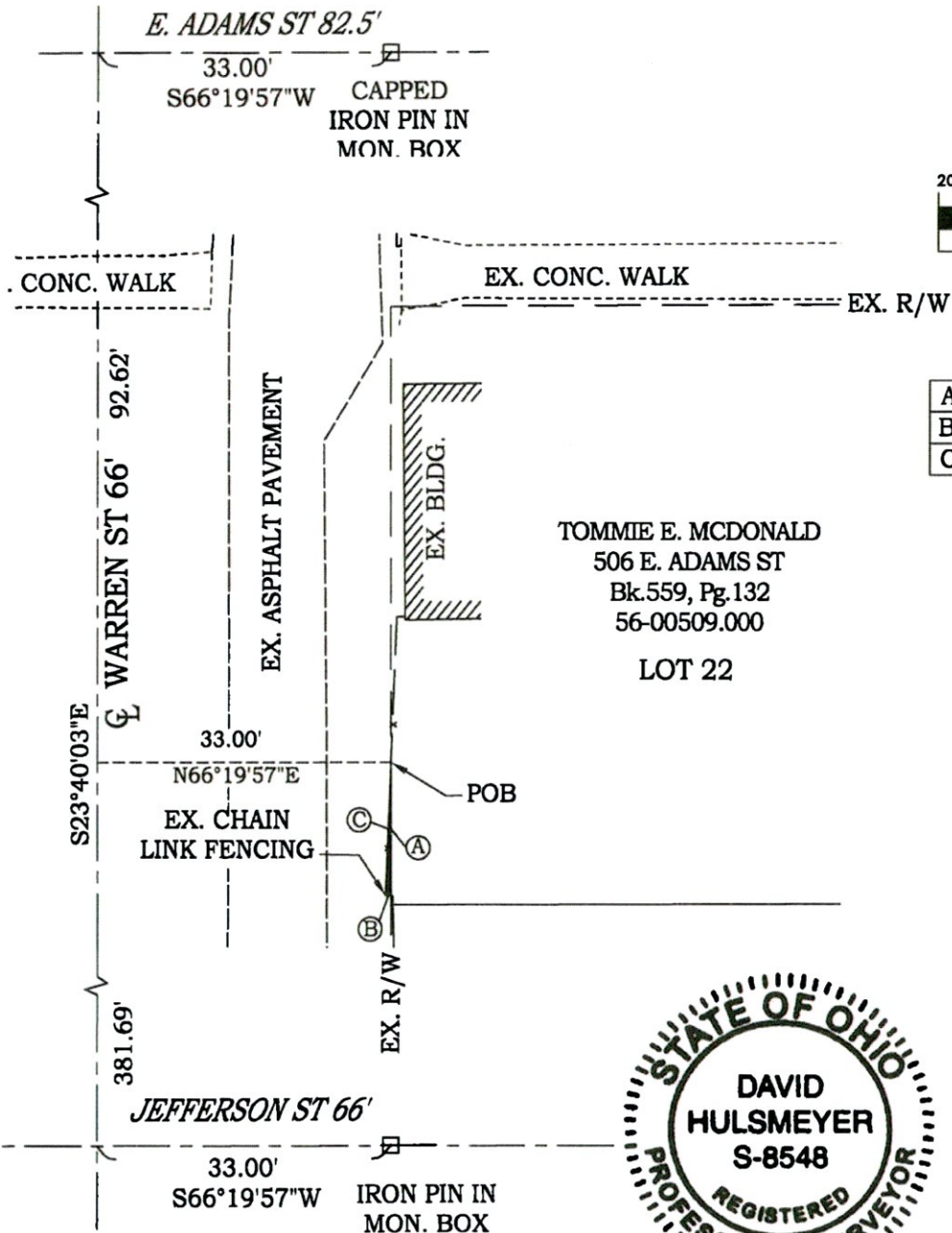
My Commission Expires: _____

Instrument prepared by:

Ohio Supreme Court # _____
Law Director
City of Sandusky

ENCROACHMENT LICENSE AGREEMENT

506 EAST ADAMS STREET
EAST SIDE OF WARREN STREET, SOUTH SIDE OF ADAMS
STREET, CITY OF SANDUSKY, ERIE COUNTY, OHIO



GRAPHIC SCALE



(IN FEET)

1 inch = 20 ft.

A	S23°40'03"E	15.10'
B	S68°08'06"W	0.63'
C	N21°15'43"W	15.09'

ENCROACHMENT
LICENSE AREA
5 SQ. FT.



CERTIFICATION

I HEREBY CERTIFY THAT THIS AGREEMENT IS BASED ON A SURVEY CONDUCTED BY LJB, INC. IN APRIL 2020. BEARINGS USED HEREIN ARE BASED ON AN ASSUMED MERIDIAN AND INDICATE ANGLES ONLY. DISTANCES ARE MEASURED IN FEET AND DECIMAL PARTS THEREOF.

DAVID HULSMAYER, P.S. DATE 6/10/2020
OHIO LICENSED PROFESSIONAL SURVEY NO. 8548

EXHIBIT
"A"

LJB Inc.
22710 Fairview Center Drive
Suite 200
Fairview Park, OH 44126
Tel: (440) 683-4504
LJBinc.com

**LEGAL DESCRIPTION
ENCROACHMENT LICENSE AGREEMENT (ELA)
FOR A PORTION OF CHAIN LINK FENCING
506 EAST ADAMS STREET
5 SQ. FT.**

Situated in the City of Sandusky, County of Erie, State of Ohio and being part of parcel 56-00509.000 currently owned by Tommie E. McDonald, as recorded in Book 559, Page 132 of Erie County Records (ECR) and further described bounded as follows:

Commencing at the intersection of the centerlines of Adams Street and Warren Street (66 feet wide); THENCE; S 23° 40'03" E, along said Warren Street centerline, a distance of 92.62 feet to a point on same; THENCE; N 66° 19'57" E, leaving said centerline, a distance of 33.00 feet to a point on the easterly right of way of Warren Street and being the principal place of beginning of the ELA herein described;

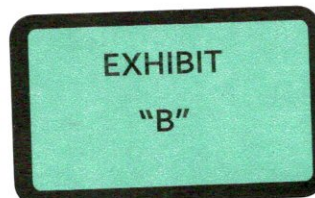
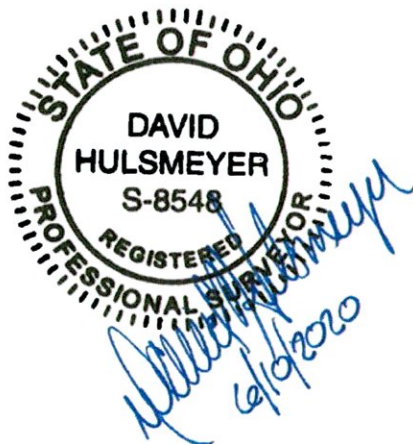
Thence S 23° 40'03" E, along said right of way, a distance of 15.10 feet to a point on same;

Thence S 68° 08'06" W, leaving said right of way, a distance of 0.63 feet to a point;

Thence N 21° 15'43" W, a distance of 15.09 feet to the principal place of beginning.

Containing 5 square feet, more or less, and being subject to all legal highways and easements of record.

Bearings cited within the above description are to an assumed meridian and indicate angles only. The intent is to describe an encroachment license agreement area encompassing a portion of an existing chain link fence. This description was prepared by David Hulsmeyer P.S. No. 8548 from a survey by LJB, Inc. conducted in April 2020.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH GREGORY S. AND MARLENE M. GOSSER, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHT-OF-WAY, AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT, FOR PURPOSES OF RETAINING AN EXISTING WOOD FENCE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, during the design phase of the Warren Street Reconstruction Project, the consulting firm, LJB, Inc., discovered eight (8) properties along the project limits were encroaching onto City right-of-way without a License Agreement in place; and

WHEREAS, this proposed License for Encroachment will allow the current property owners, Gregory S. and Marlene M. Gosser, of property located at 610 Warren Street, to retain and maintain an existing wood fence within the City's right-of-way located on the east side of Warren Street and south side of Madison Street; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Grant of a License for Encroachment to be fully executed and recorded prior to construction planning for the Warren Street Reconstruction Project scheduled later this year; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Gregory S. and Marlene M. Gosser, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten

herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

**GRANT OF A LICENSE FOR ENCROACHMENT ON THE EAST SIDE OF WARREN
STREET, SOUTH SIDE OF MADISON STREET
(610 Warren Street)**

This License Agreement is made this day _____ of _____, 2021, between the City of Sandusky, Ohio ("City") whose tax mailing address is 240 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, and Gregory S. and Marlene M. Gosser, ("Licensee") whose tax mailing address is 301 Pomona Avenue, Long Beach, California 90803, under the following conditions and circumstances:

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

Whereas, the Licensee is the owner in fee simple of the real estate adjoining the east side of the Warren Street right-of-way located at 610 Warren Street, Sandusky, OH 44870.

Whereas, the Licensee desires to retain and maintain the wood fence (the "Encroachment"), within the City's rights-of-way, located at 610 Warren Street, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.

Whereas, the City is willing to grant to Licensee a temporary license to maintain the Encroachment so long as the Encroachment is not substantially altered.

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

1. The City grants to Licensee the license and permission to retain and maintain the Encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for the real property located at 610 Warren Street, Sandusky, OH 44870, provided that the Encroachment is not substantially altered, that the Licensee complies with all legal requirements, and Licensee acknowledges that this grant of a license is terminable at the will of the City;

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

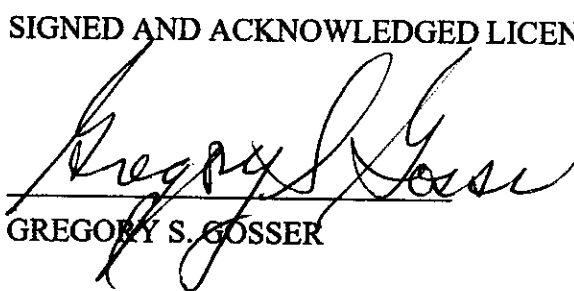
3. Licensee agrees to maintain the Encroachment and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;

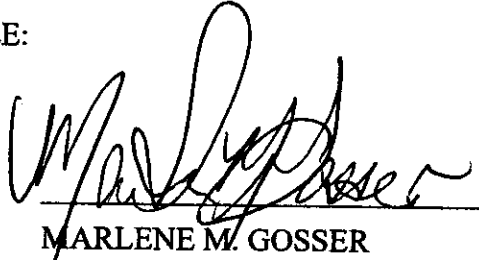
4. This Agreement shall run with the land but is only a temporary license, terminable at the will of the City.

SIGNATURE PAGES TO FOLLOW

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

SIGNED AND ACKNOWLEDGED LICENSEE:


GREGORY S. GOSSER


MARLENE M. GOSSER

State of California)

) ss:

County of Los Angeles)

Before me a Notary Public for the State of California, appeared the above named, Gregory S. Gosser and Marlene M. Gosser, who acknowledged that they signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this 26 day of Aug, 2020.

Notary Public: See e/k Notary Atoral

My Commission Expires: Aug 23, 2022

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

On AUG 24, 2020 before me, MAHNOOSH AFRASHTEH, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared GREGORY S GOSSER

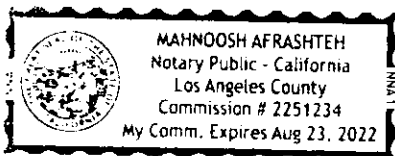
MARLENE M GOSSER

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

SIGNED AND ACKNOWLEDGED CITY SANDUSKY:

ERIC L. WOBSEY, CITY MANAGER

State of Ohio)

) ss:

County of Erie)

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this ____ day of _____, 2021.

Notary Public: _____

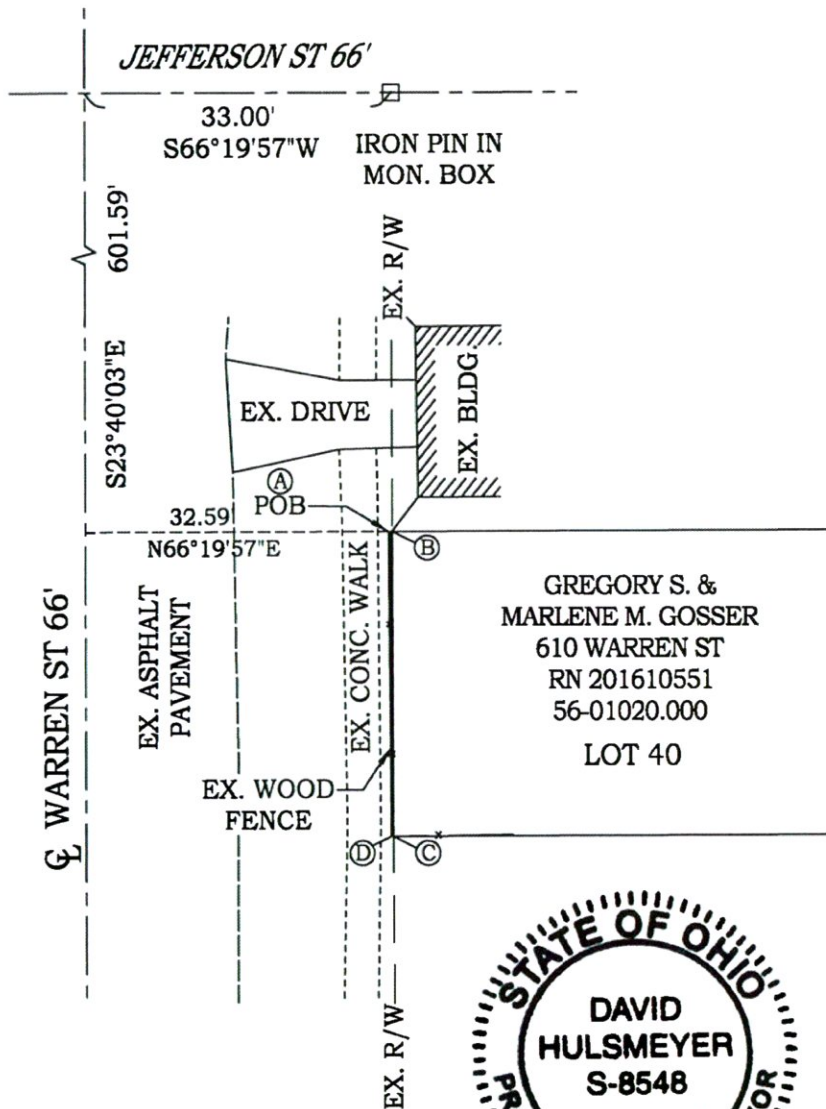
My Commission Expires: _____

Instrument prepared by:

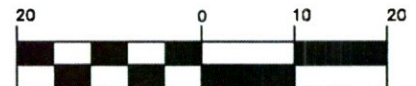
Ohio Supreme Court # _____
Law Director
City of Sandusky

ENCROACHMENT LICENSE AGREEMENT

610 WARREN STREET
EAST SIDE OF WARREN STREET, SOUTH SIDE OF
MADISON STREET,
CITY OF SANDUSKY, ERIE COUNTY, OHIO



GRAPHIC SCALE



(IN FEET)

1 inch = 20 ft.

A-B	N66°19'57\"E	0.41'
B-C	S23°40'03\"E	33.00'
C-D	S66°19'57\"W	0.20'
D-A	N24°02'35\"W	33.00'

ENCROACHMENT
LICENSE AREA
10 SQ. FT.



CERTIFICATION

I HEREBY CERTIFY THAT THIS AGREEMENT IS BASED ON A SURVEY CONDUCTED BY LJB, INC. IN APRIL 2020. BEARINGS USED HEREIN ARE BASED ON AN ASSUMED MERIDIAN AND INDICATE ANGLES ONLY. DISTANCES ARE MEASURED IN FEET AND DECIMAL PARTS THEREOF.

David Hulsmeyer 6/10/2020
DAVID HULSMEYER, P.S. DATE
OHIO LICENSED PROFESSIONAL SURVEY NO. 8548

EXHIBIT

"A"



LJB Inc.
22710 Fairview Center Drive
Suite 200
Fairview Park, OH 44126
Tel: (440) 683-4504
LJBinc.com

**LEGAL DESCRIPTION
ENCROACHMENT LICENSE AGREEMENT (ELA)
FOR A PORTION OF AN EXISTING WOOD FENCE
610 WARREN STREET
10 SQ. FT.**

Situated in the City of Sandusky, County of Erie, State of Ohio and being part of parcel 56-01020.000 currently owned by Gregory S. and Marlene M. Gosser by record number 201610551 of Erie County Records (ECR) and further described bounded as follows:

Commencing at the intersection of the centerlines of Jefferson Street and Warren Street (66 feet wide); THENCE; S 23° 40'03" E, along said Warren Street centerline, a distance of 601.59 feet to a point on same; THENCE; N 66° 19'57" E, leaving said centerline, a distance of 32.59 feet to a point and being the principal place of beginning of the ELA herein described;

Thence N 66° 19'57" E, a distance of 0.41 feet to a point on the easterly right of way of Warren Street;

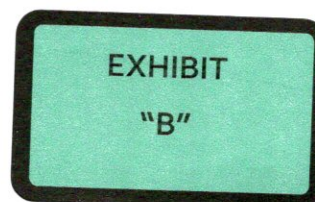
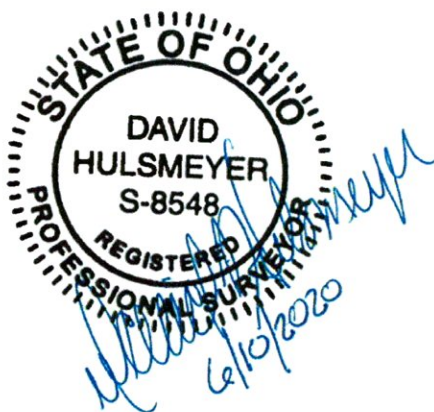
Thence S 23° 40'03" E, along said right of way, a distance of 33.00 feet to a point;

Thence S 66° 19'57" W, leaving said right of way, a distance of 0.20 feet to a point;

Thence N 24° 02'35" W, a distance of 33.00 feet to the principal place of beginning.

Containing 10 square feet, more or less, and being subject to all legal highways and easements of record.

Bearings cited within the above description are to an assumed meridian and indicate angles only. The intent is to describe an encroachment license agreement area encompassing a portion of an existing wood fence. This description was prepared by David Hulsmeyer P.S. No. 8548 from a survey by LJB, Inc. conducted in April 2020.





DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: May 25, 2021

Subject: Commission Agenda Item – Approval of the 2020 Natural Hazards Mitigation Plan

ITEM FOR CONSIDERATION: Resolution adopting the 2020 Edition of the Erie County, Ohio Natural Hazard Mitigation Plan. The Erie County Emergency Management Agency and Office of Homeland Security is requesting all Erie County sub-divisions to enact legislation adopting this plan.

BACKGROUND INFORMATION: This latest plan is the successor to hazard mitigation planning efforts begun in Erie County in 2004 when the County received a grant to develop and adopt a Natural Hazards Mitigation Plan for the County and the participating jurisdictions'. This plan presents an evaluation of the potential negative consequences of the natural hazards that may affect Erie County and proposes strategies that will reduce or mitigate losses.

Adoption and implementation of this plan ensures that Erie County and participating jurisdictions continue to be eligible to apply for and receive certain Federal grant funds that are administered by the Ohio Emergency Management Agency (Ohio EMA) for the Federal Emergency Management Agency (FEMA). This plan complies with the requirements of the Disaster Mitigation Act of 2000 and its implementing regulations published in Title 44 of the Code of Federal Regulations (CFR) Section 201.6.

A copy of the updated plan can be viewed by clicking this link ([Erie County Natural Hazards Mitigation Plan 2020](http://www.eriecounty.oh.gov/EMA.aspx)) or by visiting the County's website at www.eriecounty.oh.gov/EMA.aspx under EMA tab. The pages of the Plan relating to the City of Sandusky are attached.

BUDGETARY INFORMATION: This item has no budgetary consequence with the exception that in the future, the City will be eligible for federal and state mitigation funding.

ACTION REQUESTED: It is requested that a Resolution adopting the 2020 Edition of the Erie County, Ohio Natural Hazard Mitigation Plan be approved in full accordance with Section 14 of the City Charter in order to be compliant with the Federal Disaster Mitigation Act of 2000, satisfy the requirements of FEMA and Ohio EMA and meet the needs of Erie County in a timely manner.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

dedicated on July 4, 1876. The village hosts several events throughout the summer months in the Village Square including a car show each Tuesday night May through October, an Antique's Festival in July and the annual Milan Melon Festival each year on Labor Day.¹⁰

The Village of Milan is in southern Milan Township. It has a land area of 1.2 square miles. Milan is 13 miles south of Sandusky. As of 2019 population estimates, there were 984 people residing in the Village. As of the 2018 American Community Survey 5 year estimate for 2013-2017, there were 493 households in Milan with an average of 2.5 people per household. The population density was 820 people per square mile. There were 533 housing units at an average density of 444 units per square mile.

5.2.8 Sandusky

The City of Sandusky, a "Welcoming City", was incorporated in 1824, and sits at the mouth of Sandusky Bay, claiming over 26 miles of Lake Erie's shoreline, not including the Chausee & Cedar Point Peninsula which extends over five miles into the lake and creates a protected bay. Sandusky's unique street grid is one of only two Masonic grids in the country (the other being Washington D.C.). It is known as the Kilbourne Plat after its designer, Hector Kilbourne, who surveyed and laid out the symbol of the Freemason over a typical block grid.

Sandusky, being rich in cultural and historic identity as well as centrally located, is the county seat and most densely populated city in Erie County. The city is home to robust tourism, manufacturing, and healthcare economies anchored primarily by lake recreation and Cedar Point. While best known as the home of the amusement park, Sandusky developed as an industrial Lake Erie port town.

Much of that history remains evident in the bones of the region and echoes through the present in every corner of the city. Days past of bustling ports and manufacturing combine with unique stories of the underground railroad and the ongoing successes of Sandusky natives to give this small city its vibrant soul.

Historic downtown Sandusky is a central business district that continues to experience a resurgence of investment and business attraction. Sandusky draws on its diverse historical identity to guide the way forward to grow as an inclusive and open-minded city.¹¹

The city is comprised of 10.0 square miles of land area. As of 2019 population estimates, there were 24,564 people residing in the City. As of the 2018 American Community Survey 5 year estimate for 2013-2017, there were 10,913 households in Sandusky with an average of 2.3 people per household. The population density was 2,456 people per square mile. There were 13,416 housing units at an average density of 1,342 units per square mile.

¹⁰ (Rospert, 2020)

¹¹ (Orzech, 2020)

5.3.8 Sandusky

In terms of current development areas, based on noticeable activity and extent of monetary investment and additional square footage – the two main areas include “downtown” Sandusky and also the far east end. With regards to downtown, this is defined as the area between Washington Street to the south, Shoreline Drive to the north, Decatur Street to the west and Franklin Street to the east. Between 2018 and 2020, there has been or is ongoing over \$100 million in both public and private investment. This includes public infrastructure projects but is mainly private investment into rehabilitation of once vacant buildings and new construction. Examples of recent investments include the \$15 million Columbus Avenue revitalization project which now houses the new Sandusky City Hall and a mix of retail and residential uses, the \$15 million BGSU School of Resort and Attraction Management which will house post-secondary education space and residential units, and the \$4 million Water Street lofts which will bring new for-sale housing units to downtown. All told, the new projects will add an approximate 150 new housing units (225 new residents), but also well over 100,000 square feet of new or rehabilitated commercial space. The downtown renaissance currently underway is truly mixed-use in nature combining both residential (rental and for sale), commercial and retail/restaurant.

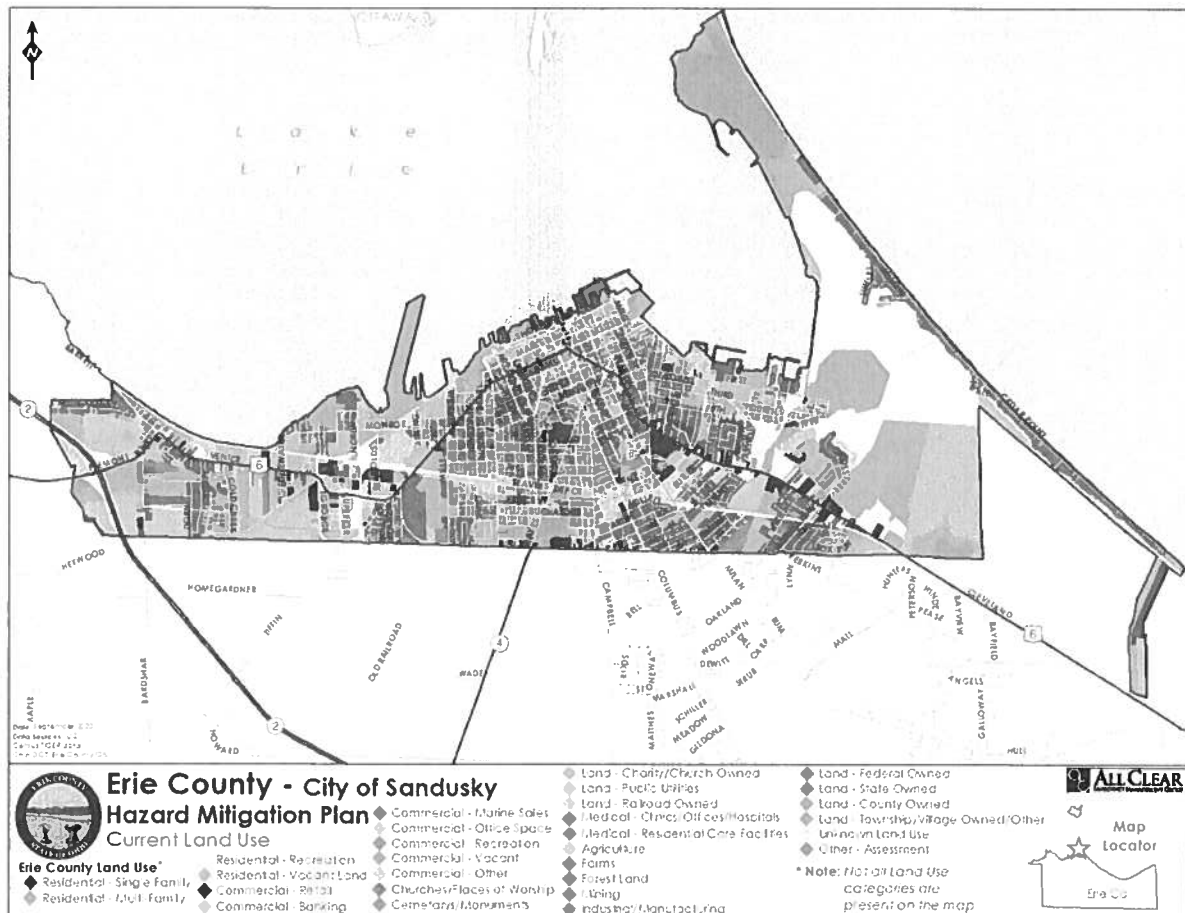


Figure 11: Land Use Map for the City of Sandusky

The second notable area of current development includes the eastern terminus of the city limits along Cleveland Road. This is where the current Cedar Point Sport Center indoor and outdoor facilities have been built. The two facilities combined total an over \$75 million investment. The outdoor facility includes a mix of baseball, softball, soccer and lacrosse fields as well as recreation and food amenities. The 180,000 square foot indoor facility include a mix of basketball and volleyball courts. The indoor facility also includes a new sports medicine tenant – which is operated by Fireland Regional Medical Center.

As with any urban development in a downtown core or the construction of large entertainment venues, there is a major increase in vehicular traffic and related concerns such as vehicular crashes or conflicts between vehicles and pedestrians. Secondly, the large level of construction has results in a major increase in heavy equipment and vehicles entering the downtown core and several street closures which also have the ability to elevate the number of conflicts.

In terms of areas of future development, there are three main areas, in addition to the above two that will continue to develop:

- First Street Corridor between Cedar Point Drive and Meigs Street. This long dormant area is mainly known as one of the main traffic avenues into Cedar Point and also houses the overwhelming majority of dormitories for employees of Cedar Point. This street also houses several commercial and industrial operations that relay on a substantial amount of shipping and receiving to bring and ship products. From a development standpoint, it has traditionally been a mix of marinas and boat/vacation houses and industrial. However, in the upcoming years, some of which is already beginning to occur, there is major mixed-use development planned. The city anticipates upwards of 30-50 new residential units to be constructed in the townhome or condo variety that will house both primary residents and those seeking second homes, namely on the north side of the street. Additionally, there is between 50,000-100,000 square feet of new boat storage and maintenance space to be developed. Finally, many of the existing commercial and industrial entities are exploring expansions to their footprint to add both square footage to their facilities and also employees.
- East end of downtown towards Battery Park. Currently, this area is mainly a combination of vacant land (totaling 10 acres) and the site of the former Sandusky City Hall/current City Justice Center and Battery Park Marina (30 acres). This area is drawing significant development interest through a combination of most of the land being undeveloped and the amazing waterfront access and views provided by its location. The area, per the city's masterplan calls for mixed-use development mainly focused on residential and retail/restaurant. From a residential standpoint, it is envisioned as a mix of single-family houses/townhomes and high-rise apartments/condo with ground floor retail and restaurant uses. It is also possible that there may be a hospitality use that would include upward of 150 new hotel rooms and modest conference space. In total, these two areas could see (in the next decade), 300+ newly constructed housing units, 150 hotel rooms and over 50,000 square feet of commercial and retail space along with beautifully redeveloped public spaces and waterfront access point.

- MacArthur Park. This park is a post-WWII workforce housing development located at the northwest intersection of Camp Street and Perkins Avenue. The development, comprised of a mix of 1/2/3/4 unit properties centered around a public park – was developed with inadequate construction that was not meant to stand the test of time. Today, many of these units still remain, however many of them are in haphazard condition. As such, the city has identified MacArthur Park as a major target of redevelopment and has been aggressively acquiring and demolishing housing. The ultimate goal is to acquire and clear as much land as possible and completely masterplan the entire area to include new sustainable and affordable housing, a completely revamped and safer street grid and major park redevelopment and amenity creation. The developments location on two major thoroughfares and adjacency to Sandusky School property, makes it both a major eyesore – but more importantly and amazing opportunity for redevelopment and re-visioning.^{25,26}

5.3.9 Vermilion

Figure 12 shows the Land Use for the Erie County portion of the City of Vermilion.

²⁵ (Orzech, 2020)

²⁶ (Snyder, 2020)

10.4.10 Mitigation Actions for the City of Sandusky

Priority	Hazard Type	Mitigation Action	Lead Agency	Supporting Agencies	Funding Source	Benefiting Community	Benefit/ Cost	Goal Addressed	Time Frame	Current Status	Other Information
High	Flooding	Evaluate the need to consider ice jams as concern for those communities that are affected directly from these winter flooding hazard	EMA/ County/ Commissioners		State and Federal Sources	City of Sandusky	5	2	Long Term	Deleted	Action item is deleted because ice jams are not a hazard in the City of Sandusky.
High	All Hazards	Identify high risk areas and evaluate land-use planning techniques to mitigate future events	EMA/ County Commissioners		State and Federal Sources	City of Sandusky	5	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14	Long Term	Ongoing	
High	Flooding	Assess and inventory problems with existing culverts within Erie County	EMA/ Engineering Office	Sandusky Engineering Department	Existing Budget	City of Sandusky	4	1	Medium Term	Ongoing	
High	Severe Summer Weather	Develop and provide outreach program for County residents and those in the sensitive/special needs population covering the dangers associated with severe storms.	EMA/ County Commissioners		Existing Budget	City of Sandusky	3	3, 6, 9, 11	Long Term	Ongoing	Annual Weather Spotter Training
High	Severe Summer Weather, Tornadoes	Create a public education campaign encouraging	EMA/ City of Sandusky	Erie County Regional Planning Commission	State or Federal Sources	City of Sandusky	2	4, 6, 9, 11	Long Term	Ongoing	Areas of large crowds such as Cedar Point

Erie County, Ohio
2020 Natural Hazards Mitigation Plan

Priority	Hazard Type	Mitigation Action	Lead Agency	Supporting Agencies	Funding Source	Benefiting Community	Benefit/ Cost	Goal Addressed	Time Frame	Current Status	Other Information
	and Waterspouts/ Damaging Winds	home owners and private businesses to install safe rooms, and provide information about Ohio's Safe Room Rebate Program									and Sports Force.
High	Flooding	Develop and conduct a social media educational campaign informing residents and businesses of the impacts of stormwater	EMA/ Planning Commission/ Engineers Office		State or Federal Sources	City of Sandusky	3	5	Long Term	Ongoing	See Stormwater Management Plan
Medium	Severe Winter Weather	Provide education for vulnerable populations regarding city operated warming centers during events of extreme cold	City of Sandusky Commissioners, New Jerusalem, Sandusky Planning Department		Existing Budget/ Volunteer	City of Sandusky	4	9, 10	Immediate	New	
High	Lake and Stream Bank Erosion	Develop erosion control plans	City of Sandusky Engineering Department		Existing Budget	City of Sandusky	4	5	Short Term	New	
Medium	Natural Biohazards	Create a public education campaign targeted at landowners to encourage ECO-Farming techniques aimed at reducing	EMA/ City of Sandusky	Erie Soil and Water Conservation District, OSU Extension	Existing Budget	City of Sandusky	4	7	Long Term	New	

Erie County, Ohio
2020 Natural Hazards Mitigation Plan

Priority	Hazard Type	Mitigation Action	Lead Agency	Supporting Agencies	Funding Source	Benefiting Community	Benefit/ Cost	Goal Addressed	Time Frame	Current Status	Other Information
		nutrient loads in Lake Erie									

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE 2020 ERIE COUNTY NATURAL HAZARDS MITIGATION PLAN; AUTHORIZING PARTICIPATION BY CITY REPRESENTATIVES IN THE MITIGATION CORE GROUP AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the citizens and property within the City of Sandusky have historically been subjected to the effects of natural hazards and manmade hazard events that pose threats to lives and cause damages to property; and

WHEREAS, the City of Sandusky desires to seek ways to mitigate the risks from known natural hazards, reducing the impact on people and property; and

WHEREAS, in 2004, Erie County received a grant to develop a Natural Hazards Mitigation Plan for the County and participating jurisdictions culminating in the adoption of that by the Erie County Commissioners on October 13, 2005, and by the City Commission by Resolution 024-06R, passed on May 22, 2006; and

WHEREAS, the Plan was later updated and the City Commission adopted the updated Erie County Natural Hazards Mitigation Plan by Resolution 004-156R, passed on January 12, 2015; and

WHEREAS, the Erie County Natural Hazards Mitigation Plan has been updated after over a year of work by government organizations and participating jurisdictions; and

WHEREAS, Erie County and all jurisdictions within have been charged by the Federal Emergency Management Agency with the responsibility of developing a hazard mitigation plan aimed at reducing the community's vulnerability to natural hazards; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop a Natural Hazards Mitigation Plan in order to receive future Hazard Mitigation Grant Program Funds; and

WHEREAS, it is the intent of the City of Sandusky to fulfill this obligation and show support for the importance of mitigation in Erie County; and

WHEREAS, this Plan is the latest successor to the hazard mitigation planning efforts and presents an evaluation of the potential negative consequences of natural hazards that may affect Erie County and proposes strategies that will reduce or mitigate losses; and

WHEREAS, adoption and implementation of this plan ensures that Erie County and participating jurisdictions continue to be eligible to apply for and receive certain Federal grant funds that are administered by the State of Ohio (OEMA) and the Federal Emergency Management Agency (FEMA) and this plan complies with the requirements of the Disaster Mitigation Act of 2000 and its

implementing regulations published in Title 44 of the Code of Federal Regulations (CFR) Section 201.6; and

WHEREAS, on January 20, 2021, the Board of Erie County Commissioners approved the updated 2020 Natural Hazard Mitigation Plan; 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 be compliant with the Federal Disaster Mitigation Act of 2000, satisfy the requirements of FEMA and Ohio EMA and thereby not jeopardize any potential future mitigation funding for the City; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments of the City of Sandusky, Ohio, 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 and adopts the 2020 Erie County Natural Hazards Mitigation Plan as the City of Sandusky's Hazard Mitigation Plan and authorizes and directs the City Manager to take any action as may be reasonably necessary to carry out the strategies outline with the Plan which is on file in the offices of the Director of Public Works and the Clerk of the City Commission.

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

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

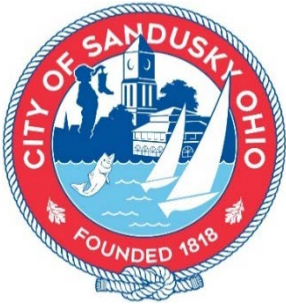
those formal actions were in meetings open to the public in compliance with the law.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021



DEPARTMENT OF PUBLIC WORKS

Wastewater Treatment Plant

240 Columbus Ave.
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jeffrey Meinert, WWTP Superintendent

Date: June 2, 2021

Subject: **Commission Agenda Item – WWTP Emergency Equipment Purchase**

ITEM FOR CONSIDERATION: Legislation ratifying the emergency purchase of replacement equipment for the variable frequency drive for Primary Pump #4 at the Wastewater Treatment Plant (WWTP) from Rexel USA of Sandusky, OH.

BACKGROUND INFORMATION: On May 12, 2021, the existing 2008 variable frequency drive (VFD) for Primary Pump #4 failed at the Wastewater Treatment Plant. The pumping system has only been operational in “hand” mode as a “bypass” at a set flowrate of 15 MGD, when needed.

This new Allen-Bradley unit will need to be installed back into an Allen Bradley cabinet, as other VFD brands would not be compatible with the existing set-up. The cost to repair the existing unit would be between \$10,000 and \$13,200 with a maximum warranty of only two years. Options for a new VFD range from \$16,500 to \$25,500, but the more expensive option will be discontinued soon.

On May 24, 2021, Commission granted emergency permission to purchase the equipment for \$16,498.39. Rexel is the only local vendor through which to purchase this equipment, and the lead time on the equipment is at least two weeks.

Being a safety concern, pursuant to Section 24 of the City Charter, the emergency nature of the work obviates the necessity to comply with formal competitive bidding. Please refer to the attached quotation.

BUDGETARY INFORMATION: The cost of \$16,498.39 for equipment purchase will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that legislation be approved ratifying the emergency purchase of equipment for the Wastewater Treatment Plant (WWTP) from Rexel USA of Sandusky, OH, under suspension of the rules and in full accordance with Section 14 of the City Charter to allow for timely payment of the equipment that has already been ordered once invoice is received.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, PE
Director

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Variable Frequency Drive – Wastewater Treatment Plant

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

Account # 613-5430-54090

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 6/10/2021


REXELREXEL 2653 ELY AVON
1220 MOORE RD
AVON, OH 44011-4044
440-366-6844
Fax 440-366-6846**Quotation**

QUOTE DATE	QUOTE NUMBER	PAGE NO.
05/14/2021	S130746549	1 of 1
CUST PO#:		
JOB/REL#:		

QUOTE TO:

CITY OF SANDUSKY
240 COLUMBUS AVE
SANDUSKY, OH 44870-2604

SHIP TO:

CITY OF SANDUSKY W.W.T.P.
304 HARRISON STREET
SANDUSKY, OH 44870-2149

CUSTOMER NUMBER	CUSTOMER PHONE#	ORDERED BY	OUTSIDE SALESPERSON	
785281	419-627-5827		ARTHUR K JENSEN	
WRITER		WRITER PHONE#	WRITER EMAIL	
George Steingass		440-695-6304	George.Steingass@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Diane Kalpakidis	OT OUR TRUCK	2% 10th, Net 30th EOM	05/14/2021	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	<div>Many Rexel USA manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, the price, the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the COVID-19 pandemic.Be advised that Rexel USA considers any COVID-19 related changes imposed by manufacturers as outside its reasonable control and subject to Force Majeure provisions.</div>			
	New Powerflex 755 drive			
	AB 20G1AND186JN0NNNNN POWERFLEX AIR COOLED 755 AC DRIVE		15989.468/EA	15989.47
	Pn: 1152272			
1EA	UPC: 88950855475			
	AB 20-750-2262D-2R POWERFLEX 750		297.478/EA	297.48
	115V AC IO OPTION MODULE			
1EA	Pn: 58589			
	UPC: 88495106254			
	AB 20-HIM-A6 POWERFLEX ARCHITECTURE		211.443/EA	211.44
	CLASS HIM			
	Pn: 67662			
	UPC: 82091995996			

All sales transactions are subject to credit approval. Any quotation and all transactions with Rexel are conditioned upon Rexel's Terms and Conditions of Sale located at <http://www.rexelusa.com/terms>. Quotation is valid for 30 days after the date of issue unless otherwise specified. Items subject to governmental tariffs effective on or after quotation will be price in effect at time of shipment unless otherwise specified. Quotation for commodity items is valid for the day of the quote only unless otherwise specified. All applicable taxes will be itemized and charged at the time of sale. Returns may be subject to a restocking fee particularly if returned beyond 90 days from original purchase date. Returns for special orders are subject to vendor authorization before return can be processed.

Subtotal	16498.39
S&H Charges	0.00
Sales Tax	0.00
Total	16498.39

ORDINANCE NO. _____

AN ORDINANCE RATIFYING THE EMERGENCY PURCHASE OF A NEW ALLEN-BRADLEY VARIABLE FREQUENCY DRIVE (VFD) FOR PRIMARY PUMP #4 AT THE WASTEWATER TREATMENT PLANT (WWTP); AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS TO REXEL USA OF SANDUSKY, OHIO, IN THE AMOUNT OF \$16,498.39; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on May 12, 2021, the existing 2008 Variable Frequency Drive (VFD) for Primary Pump #4 at the Wastewater Treatment Plant failed and consequently the pumping system has only been operational in “hand” mode as a “bypass” at a set flowrate of 15 MGD, when necessary; and

WHEREAS, the failed VFD is an Allen-Bradley product and housed in an Allen-Bradley cabinet and therefore it is essential to replace with an Allen-Bradley product in order for the entire set-up to be compatible; and

WHEREAS, the City Manager notified this City Commission at their May 24, 2021, regularly scheduled meeting of the emergency nature of the situation and a motion was passed approving the emergency purchase of a replacement VFD at the Wastewater Treatment Plant; 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, Rexel USA of Sandusky, Ohio, is the local distributor for Rockwell Automation Allen-Bradley products; and

WHEREAS, the total cost for the new Allen-Bradley VFD is \$16,498.39 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for timely payment of the equipment that has already been ordered once 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 a new Allen-Bradley Variable Frequency Drive (VFD) for Primary Pump #4 at the Wastewater Treatment Plant (WWTP) and authorizes and directs the City Manager and/or Finance Director to expend funds to Rexel USA of Sandusky, Ohio, at an amount **not to exceed** Sixteen Thousand Four Hundred Ninety Eight and 39/100 Dollars (\$16,498.39).

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021



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: Jared Oliver, Police Chief
Stuart Hamilton, IT Manager

DATE: May 24, 2021

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase fifteen (15) Axon in-car systems, related management software, hardware and accessories (See attached quote) from Axon Enterprise, Inc., 17800 N 85th St., Scottsdale Arizona, 85255, in the amount not to exceed \$152,100, over five years as described in the quote.

BACKGROUND INFORMATION: The need to purchase and replace fifteen (15) cruiser in-car audio and video systems and related management systems has been determined by the Police Chief and the IT Manager as the equipment is nearing the end of its useful life.

In March 2006, the department purchased their first cruiser in-car systems (Ordinance 06-034), based on a recommendation from the Human Relations Commission.

This replacement will follow our regular refresh cycle of approximately five-year intervals. By the end of each five-year cycle our equipment is old technology and is starting to become more unreliable, and we suffer more down time as a result.

The use of cruiser in-car systems has become a critical tool in safeguarding the actions and rights of citizens and police officers throughout the country. They are designed to capture cruiser audio and video both internally and externally to document events as interaction between police officers and the citizens are taking place. To enhance the law enforcement operator's ability to document and review statements and actions for both internal reporting requirements and for courtroom preparation/presentation. Officers shall have access to view and utilize the recordings from the in-car systems for training purposes and to further investigate their cases. To preserve visual and audio information for use in current and future investigations. To provide an impartial measurement for self-critique and field evaluation during officer training. To enhance the public trust by preserving factual representations of officer-citizen interactions in the form of video and audio recordings.

Proposed Solution

Axon is our current vendor for our Body Worn Cameras and Tasers. We currently run three disparate systems to manage our digital evidence which is extremely time consuming and makes it difficult to manage simple tasks like providing public records requests or delivering evidence to public defenders etc. By selecting Axon as our preferred in-car vendor we can realize a single digital evidence management system and a single pane of glass to view incidents and cases, while sharing this information seamlessly online. Additional benefits of having a single vendor approach is all of our devices can now be synced and centrally activated, from body worn cameras, to cruiser and additional accessories. All interactions will be time stamped and synced across the digital evidence platform. Axon is the sole provider of this unified platform.

The option that we have selected to install in the Axon Fleet 3 series. The proposed cost includes a free in-car upgrade on year 5 at no cost to us. This is their newest offering and as such is not yet listed on the Ohio State Term Contract, however their Fleet 1 and Fleet 2 offerings are, and the pricing we received is below what they will list their Fleet 3 line at when it does appear on the contract. Axon was unanimously the clear and best solution from their camera, software, hardware, and management solution platform based upon the quality, capabilities, and compatibility with existing equipment. We managed to negotiate a deep discount (\$14,616) for this solution.

BUDGETARY INFORMATION: The total cost of the fifteen (15) Axon cruiser in-car systems, software, hardware and accessories (See attached quote) will be paid through the police department's budget. Year One - \$10,920 to be paid through Capital funds, the remaining \$19,500 to be paid through the Enforcement and Education Fund. The remaining years to be paid for using the police operating budget in accordance with the pay schedule (in the table below) in an amount not to exceed \$152,100.

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$30,420	\$30,420	\$30,420	\$30,420	\$30,420	\$152,100

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase fifteen (15) Axon cruiser in-car systems, software, hardware and accessories (See attached quote) from Axon Enterprise, Inc., 17800 N 85th St., Scottsdale Arizona, 85255. It is further requested that this be passed in accordance with Section 14 of the City Charter to expedite the purchase and installation and allow the officers to begin using the upgraded and enhanced equipment as quickly as possible.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

Eric Wobser, City Manager

Stuart Hamilton, IT Manager

cc: Michelle Reeder, Finance Director
Brendan Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Police Axon Audio & Visual In-Car Systems

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

Account # 431-1010-55160, 243-9880-55120, 110-1010-53000

By: _____



Michelle Reeder

Finance Director

Dated: 6/10/2021

5-YEAR QUOTE SUMMARY

Sandusky Police Department

Axon Enterprise, Inc.
17800 North 85th Street
Scottsdale, AZ 85255
Phone: 1-800-978-2737
4/27/2021

Main Contact:

Matthew Dearing
mdearing@axon.com
480-681-0757



Sandusky Police Department Quote Summary

Keeping your community safer and saving critical budget by bundling our products and services. This program provides your agency with next-generation devices and software, delivering seamless integration, and budget predictability.

Hardware:

- (15) Fleet 3 Camera systems delivered in year 1
- (15) Cradlepoint routers delivered in year 1
- (15) Vehicle antennas delivered in year 1
- All cables, mounts, and other parts for installation included

Software:

- Axon Evidence licenses for each vehicle
- Fleet dashboard licenses included for each vehicle
- Unlimited storage for all in-car units
- Continuous firmware updates

Warranties & Services:

Automatic refresh on camera units in the final year of the contract. This minimizes the chances of a vehicle going down and includes warranties throughout the life of the contract at no additional cost. This ensures your agency is protected now and in the future.

- Warranty coverage on the in-car cameras throughout the life of the contract
- Ability to replace lost, damaged, or stolen cameras.
- Installation for all (15) vehicles including router configuration, test offloading, and training for every officer interacting with the system
- (15) of the latest in-car systems delivered in year 5

/ FLEET 3



DRIVE THE FUTURE WITH INNOVATIVE, INTEGRATED IN-CAR VIDEO

ALPR in every vehicle | Situational awareness with live streaming | Dual-View Camera

Instead of two independent vehicle camera systems for siloed ALPR and evidence capture, why not centralize powerful capabilities into one in-car video system? Meet Fleet 3. Yes, it records the best-quality evidence from its Dual-View Camera. It also gives every vehicle ALPR capabilities, which means 8X more coverage for the same spend as traditional systems. Plus, real-time situational awareness features including alerts, live maps and video/audio streaming help leaders and dispatchers maintain visibility into what officers are facing in the field. It's a 3-in-1 that will change how you think about in-car solutions, all part of the Axon network.

FEATURES & BENEFITS

/ DUAL-VIEW CAMERA

Panoramic video camera captures clear video evidence, and 4k ALPR camera with edge AI processing covers 3 lanes of traffic

/ INTERIOR CAMERA

Capture from below occupant's knee to above their head, with color in well-lit conditions and infrared illumination for night view

/ ALPR HOTLIST ALERTS

Configurable MDC alerts help officers get notified about important plates without losing focus

/ LIVE STREAMING AND LOCATION UPDATES

Axon Aware technology enables leaders to receive alerts, and view vehicle location and live streams in real-time

/ FLEET HUB

Includes secure solid-state storage, wireless communications, and garage- and tunnel-friendly location system. Footage is uploaded even without the MDC over LTE or Wi-Fi

/ FLEET DASHBOARD APP

One simple interface for ALPR alerts, camera control, preview and tagging of evidence, and zoom

FEATURES & BENEFITS CONTINUED

/ WIRELESS ACTIVATION

Compatible with Axon Signal, which activates cameras based on certain events including light bar activation, speed threshold, and other configurable triggers

/ WIRELESS MIC

Capture clear audio up to 1,000 feet away from the vehicle with one or two Wireless Mics per vehicle

/ BWC PAIRING & UPLOAD

Pairs wirelessly with any Axon body camera, and router connection can upload footage wirelessly

/ VIDEO RECALL

Retains last 24 hours of video for each camera so critical footage can be retrieved remotely and no evidence is missed

/ MULTI-CAM PLAYBACK

Watch up to four in-car or BWC videos recorded at a scene using Axon Evidence, with videos automatically associated based on device proximity

SPECIFICATIONS

DUAL-VIEW CAMERA: Up to 1080p resolution, 160° field-of-view (FOV) for evidence, 16:9 or 5:2 panoramic aspect ratio, 12x digital zoom, 360° swivel mount

INTERIOR CAMERA: Up to 1080p resolution, 160° FOV, 4:3 aspect ratio (occupant knee to head), color in light conditions, IR illumination in low-light

HUB: 240GB video storage, 5 PoE ports for devices, 10 inputs for 12V triggers, Wi-Fi, BLE, GNSS

ALPR COVERAGE: Up to three traffic lanes with one camera using 4k resolution

VIDEO RECALL: 24 hours per camera

THE NEW IN-CAR EXPERIENCE

Officer J is on patrol, with ALPR active from the Dual-View Camera. He gets a stolen vehicle alert, and quickly confirms it via the Fleet Dashboard app. He flips on the lightbar, which starts the recording from the Dual-View Camera and his BWC.

The suspect begins speeding away, and Officer J does too. His supervisor receives an alert in Axon Aware and pulls up the live stream, with views from the front camera and BWC. The suspect parks and flees, but Officer J tracks him down and makes the arrest, with the supervisor having awareness the entire time. The Interior Camera begins recording once the rear door is opened. Later, Officer J reviews the video, and the footage is automatically uploaded to Axon Evidence from the Fleet 3 Hub. In Axon Evidence, authorized users view a synced playback of all video, including a tagged moment when the suspect tossed a baggie of drugs on the side of the road. Charges filed, case closed.

SECURITY: Firmware updates and all evidence encrypted on Hub

FLEET DASHBOARD APP: Windows 10 or Windows 7 required; Android and iOS forthcoming

CAMERA AND HUB OPERATING TEMPERATURE: -40°C to +85°C

WIRELESS MIC OPERATING TEMPERATURE: -40°C to +70°C

HUB INGRESS RATING: IP52 when mounted in console

CAMERA INGRESS RATING: IP54

WIRELESS MIC INGRESS RATING: IP67





AXON

Sandusky Police Department - OH

AXON SALES REPRESENTATIVE

Matt Dearing

480-681-0757

mdearing@axon.com

ISSUED

4/27/2021



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-295003-44313.735MD

Issued: 04/27/2021

Quote Expiration: 06/30/2021

Account Number: 113243

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Matt Dearing
Phone: 480-681-0757
Email: mdearing@axon.com
Fax:

PRIMARY CONTACT

Stuart Hamilton
Phone: (419) 602-7984
Email: shamilton@ci.sandusky.oh.us

SHIP TO

Stuart Hamilton
Sandusky Police Department - OH
222 MEIGS ST.
Sandusky, OH 44870
US

BILL TO

Sandusky Police Department - OH
222 MEIGS ST.
Sandusky, OH 44870
US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	60	30	0.00	0.00	0.00
80400	FLEET, VEHICLE LICENSE, ACCESS	60	15	0.00	0.00	0.00
80402	RESPOND DEVICE LICENSE - FLEET 3 - ACCESS	60	15	0.00	0.00	0.00
Hardware						
72036	FLEET 3 STANDARD 2 CAMERA KIT		15	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		15	0.00	0.00	0.00
70112	AXON SIGNAL UNIT		15	0.00	0.00	0.00
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY		15	0.00	0.00	0.00
74110	FLEET ETHERNET CABLE, CAT6, 25 FT		15	0.00	0.00	0.00
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		15	0.00	0.00	0.00
71210	FLEET DOOR TRIGGER HARDWARE, US		60	18.60	0.00	0.00
Other						
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS		15	0.00	0.00	0.00
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		15	0.00	0.00	0.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	15	2,028.00	2,028.00	30,420.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
80442	RESPOND DEVICE LICENSE - FLEET 3 - PAYMENT	12	15	180.00	0.00	0.00
					Subtotal	30,420.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	30,420.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	15	2,028.00	2,028.00	30,420.00
80442	RESPOND DEVICE LICENSE - FLEET 3 - PAYMENT	12	15	180.00	0.00	0.00
					Subtotal	30,420.00
					Estimated Tax	0.00
					Total	30,420.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	15	2,028.00	2,028.00	30,420.00
80442	RESPOND DEVICE LICENSE - FLEET 3 - PAYMENT	12	15	180.00	0.00	0.00
					Subtotal	30,420.00
					Estimated Tax	0.00
					Total	30,420.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	15	2,028.00	2,028.00	30,420.00
80442	RESPOND DEVICE LICENSE - FLEET 3 - PAYMENT	12	15	180.00	0.00	0.00
					Subtotal	30,420.00
					Estimated Tax	0.00
					Total	30,420.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
72040	FLEET REFRESH, 2 CAMERA KIT		15	0.00	0.00	0.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	15	2,028.00	2,028.00	30,420.00
80442	RESPOND DEVICE LICENSE - FLEET 3 - PAYMENT	12	15	180.00	0.00	0.00
					Subtotal	30,420.00
					Estimated Tax	0.00
					Total	30,420.00
Grand Total						152,100.00

Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	166,716.00
Discounts	14,616.00
Total	152,100.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	30,420.00
Year 2	30,420.00
Year 3	30,420.00
Year 4	30,420.00
Year 5	30,420.00
Grand Total	152,100.00

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design




Agency Created For: Sandusky Police Department

Sold By: Matt Dearing

Designed By: Ashlyn Frahm

Installed By: Axon Professional Services

VEHICLE OVERVIEW

SITE NAME		CUSTOMER NAME	
Headquarters		Sandusky Police Department	
Total Configured Vehicles <ul style="list-style-type: none">15 Total Vehicles with this Configuration Video Capture Sources <ul style="list-style-type: none">30 Total Cameras Deployed1 Fleet Hub(s) Per Vehicle Mobile Data Terminal Per Vehicle <ul style="list-style-type: none">1 Located In Each Vehicle Mobile Router Per Vehicle <ul style="list-style-type: none">1 IBR900-1200M-B Offload Mechanism <ul style="list-style-type: none">4G LTE Cellular Evidence Management System <ul style="list-style-type: none">Evidence.com			 Axon Camera  Fleet Hub  In-Car Router

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	1	Axon Fleet Hub will be installed in each vehicle
	1	5-in-1 Antenna will be installed in each vehicle
	1	3-in-1 Antenna will be installed in each vehicle
	1	IBR900-1200M-B will be provided by the agency
Signal Activation Methods	7	Triggers will be configured per vehicle The following devices will be configured for Signal activation: Light-bar, Motion Activation, Speed, (4) Door Triggers. When triggered, the Axon Signal technology in the Fleet 3 Hub will activate the recording mechanism for all configured Axon cameras within Bluetooth range of the vehicle.
Mobile Data Computer	Each vehicle will be equipped with a Mobile Data Computer provided by the customer, which meets or exceeds the specifications provided by Axon.	
Mobile Data Computer Requirements	Operating System: Windows 7 SP1 or Windows 10 (version 1909 or higher) - x32 or x64 with the most current service packs and updates Hard Drive: Must have 25GB+ of free disk space RAM/Memory: for x32: 4GB for x64: 8GB or greater Ethernet Port: It is recommended that the MDC have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. Wi-Fi Card: If the MDC is not connected to the router via Ethernet LAN, a WiFi card is required in the MDC. In this case, the WiFi card should meet or exceed the router's minimum WiFi radio compatibility requirements.	

Additional Considerations	The Cradlepoint router includes the antenna(s) and Cradlecare. For agencies that use a VPN, Axon traffic must be passed through; such that it does not use the VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on -site work completed by an Axon Personnel.	
Hardware Provisioning	Axon will provide the following router for each vehicle:	IBR900-1200M-B
	The customer will provide an MDC for each vehicle.	
	If the customer chooses to provide their own SIM, they must be activated and available at time of installation	
SIM Location	SIM will be located in router and can be inserted in router by Cradlepoint if carrier is specified by agency.	

4G / Cellular Offload Considerations

Network Considerations	The mobile router will be the connection which allows 4G upload of recorded video	
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.	

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.	
	Axon employees performing services under this SOW are CJIS certified.	
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.	

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	<p>Customer agrees to have the above mentioned number of intended vehicles available at the time of deployment.</p> <p>Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services included with Axon Fleet system include a "clip" and removal of existing in-car system hardware, if applicable. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <ul style="list-style-type: none"> It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service. <p>Chosen installation site must have internet access for the Hub, through the router, and MDC for configuration and testing of Fleet 3. Customer must have a resource onsite during installation with Axon Evidence Device Administration permissions to assist with logging into customer MDCs and configuring vehicle software.</p>
Custom Trigger Installation	<p>The Fleet 3 Hub has multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees.</p> <p>An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those no-cost triggers include Light-bar, Siren, Speed, Motion Activation and Gun-lock activation. The light-bar must have a controller to allow Axon to interface for the desired position, gun -locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
Training	End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON Fleet Dashboard. This is included at no additional cost.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Matt Dearing at mdearing@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE FIFTEEN (15) AXON FLEET 3 IN-CAR AUDIO AND VIDEO SYSTEMS INCLUDING SOFTWARE, HARDWARE AND ACCESSORIES FROM AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA, FOR THE SANDUSKY POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Police Department purchased their first cruiser in-car systems in March of 2006 based on a recommendation from the Human Relations Commission; and

WHEREAS, a determination was made by the Police Chief and Information Technology Manager that there is a need to replace the fifteen (15) Cruiser Mobile Video Systems and related management systems that are currently being used by the Police Department as the equipment is nearing the end of its useful life; and

WHEREAS, the use of cruiser in-car systems has become a critical tool in safeguarding the actions and rights of citizens and police officers throughout the country and provides enhanced ability to document and review statements and actions for both internal reporting requirements and for courtroom preparation/presentation as well as used for training purposes, investigations, self-critique and field evaluation during training and enhances the public trust by preserving factual representations of officer-citizen interactions in the form of video and audio recordings; and

WHEREAS, the Police Department is currently using Axon Body Worn Cameras and Tasers and unanimously selected Axon's Fleet 3 in-car audio and video systems as the clear and best solution based upon the quality, capabilities, and compatibility with the existing equipment in order to achieve a single digital evidence management system and a single pane of glass to view incidents and cases while simultaneously sharing the information seamlessly on-line; and

WHEREAS, additional benefits of having a single vendor approach is the ability to sync and centrally activate all of the devices, from body worn cameras, to cruiser and additional accessories in which all interactions are time-stamped and synced across the digital evidence platform; and

WHEREAS, Axon Enterprise, Inc. is the sole source provider for the Axon Fleet 3 in-car audio and video systems; and

WHEREAS, the total cost of the fifteen (15) Axon in-car audio and video systems, software, hardware and accessories, and a five (5) year replacement, is \$152,100 which will be paid in five (5) annual installments of \$30,420.00 with \$10,920.00 to be paid with Capital Funds and \$19,500.00 to be paid with Enforcement and Education Funds in Year 1 and the annual payments for Year 2 through Year 5 will be paid with funds from the Police Department's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to

expedite the purchase and installation of the equipment and allow the officers to begin using the upgraded and enhanced in-car systems at the earliest opportunity; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, 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. The City Manager is authorized and directed to purchase fifteen (15) Axon Fleet 3 In-Car Audio and Video Systems, software, hardware and accessories, for the Sandusky Police Department from Axon Enterprise, Inc. of Scottsdale, Arizona, at an amount not to exceed Thirty Thousand Four Hundred Twenty and 00/100 Dollars (\$30,420.00) annually for five (5) years for a total **not to exceed** One Hundred Fifty Two Thousand One Hundred and 00/100 Dollars (\$152,100.00).

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 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021



CITY COMMISSION OFFICE

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5850
www.ci.sandusky.oh.us

TO: City Commission

FROM: McKenzie Spriggs
Commission Clerk

DATE: May 24, 2021

Subject: Commission Agenda Item – Agreement with Lange Trust of the Sandusky Library

ITEMS FOR CONSIDERATION: Legislation approving an agreement with the Lange Trust of the Sandusky Library to provide cultural and educational programming events at the Jackson Street Pier during 2021.

BACKGROUND INFORMATION: The Lange Trust of the Sandusky Library has been curating cultural programming within Erie County and Sandusky for many years. They have brought public art to the city with their outdoor sculptures, and have traditionally worked with the Sandusky State Theatre to bring free and cultural performances to the residents of our area. With the Sandusky State Theatre being under construction, staff began talks with Lange Trust leadership to produce these events outdoors on the new Jackson Street Pier.

The city is excited to bring vibrancy to this newly renovated outdoor space, and to use the expertise of the Lange Trust to provide highly production value, cultural events to the residents of Sandusky and Erie County. The city will provide use of the new Jackson Street Pier amenities and assist with the logistical side of production, in exchange for the Lange Trust sponsoring the events, up to \$50,000. All events will be free and open to the public.

BUDGETARY IMPACT: The Lange Trust will provide \$50,000 to the City of Sandusky to assist with the curation of these cultural events at the Jackson Street Pier. These dollars will be reimbursed into the programming fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared approving the events partnership agreement with the Lange Trust of the Sandusky Library, for the 2021 year. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to immediately execute the agreement and allow the City to continue with budgetary and event plans at the Jackson Street Pier this year.

I concur with this recommendation:

Eric Wobser
City Manager

McKenzie Spriggs
Commission Clerk

cc: M. Reeder, Finance Director; B. Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SPONSORSHIP AGREEMENT WITH THE LIBRARY ASSOCIATION OF SANDUSKY, OHIO, FOR PROGRAMMING EVENTS AT THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City and the Sandusky Library desire to provide cultural and educational programming events to benefit the citizens of the City of Sandusky and Erie County; and

WHEREAS, Sandusky Library is a beneficiary of The Norbert A. Lange and Marion Cleaveland Lange Trust and under the terms of the trust instrument, income received by Sandusky Library must be used by it in the promotion of cultural and educational enterprises in the City of Sandusky and the adjacent area within Erie County, Ohio; and

WHEREAS, the City and the Sandusky Library desire to enter into a collaborative relationship to facilitate the presentment of Programming Events during the 2021 calendar year, in which the City will host the events and the Sandusky Library will, in part, sponsor the event by providing funding, through eligible Lange Trust income, for certain customary and reasonable expenses incurred in providing such cultural and educational programming; and

WHEREAS, the City seeks to increase the economic vitality of downtown, activate the new Jackson Street Pier, and provide free educational and cultural programming for the Citizens of Sandusky; and

WHEREAS, pursuant to the agreement, the Lange Trust will provide up to \$50,000.00 in reimbursable funds to the City to assist with the curation of cultural events at the Jackson Street Pier in calendar year 2021; 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 agreement and allow the City to continue with budgetary and event plans at the Jackson Street Pier this year; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 be and hereby is authorized to execute a Sponsorship Agreement with the Library Association of Sandusky, Ohio, for the sponsoring of programming events at the Jackson Street Pier, substantially in the same form as reflected in Exhibit "1" 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 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into on this ____ day of _____, 2021, by and between the **City of Sandusky** (the "City"), and **THE LIBRARY ASSOCIATION OF SANDUSKY, OHIO** (the "Sandusky Library") (collectively the "Parties").

WHEREAS, the City and Sandusky Library desire to provide cultural and educational programming events to benefit the citizens of the City of Sandusky and Erie County ("Programming Events");

WHEREAS, Sandusky Library is a beneficiary of The Norbert A. Lange and Marion Cleaveland Lange Trust (the "Lange Trust"). Under the terms of the trust instrument, income received by Sandusky Library must be used by it in the promotion of cultural and educational enterprises in the City of Sandusky, Ohio and the adjacent area within Erie County, Ohio. In addition, all cultural or educational enterprises sponsored in whole or in part by Lange Trust funds must be open and free to and for the public of Erie County. In addition, the Trust mandates that no part of trust funds available to the Sandusky Library be used in the promotion, assistance, or support of public or private schools, athletic groups or athletic events, or for the support of students or for student scholarships.

WHEREAS, the Parties wish to enter into a collaborative relationship to facilitate the presentment of Programming Events during the 2021 calendar year, in which the City will host the events and the Sandusky Library will, in part, sponsor the event by providing funding, through eligible Lange Trust income, for certain customary and reasonable expenses incurred in providing such cultural and educational programming.

WHEREAS, the City seeks to increase the economic vitality of downtown, activate the new Jackson Street Pier, and provide free educational and cultural programming for the Citizens of Sandusky (Programming Events") ; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. For Programing Events approved by The Library as eligible for Lange Trust sponsorship under the terms of the trust, Sandusky Library agrees to expend (or reimburse the City for its expenditure) a total of Fifty Thousand Dollars (\$50,000), or such lesser amount as is the total of the Lange Trust fund eligible invoices tendered by the City ("Sponsorship Funds") for customary and reasonable costs specified in this Agreement that are incurred by the City in its presentment of Programming Events that take place during calendar year 2021.

2. Upon presentment of an invoice and supporting documentation by the City, Sandusky Library shall pay such portion of the following costs eligible for Lange Trust funding

under the terms of the trust, for Programming Events that take place during Calendar year 2021, until such time as the Sponsorship Funds are exhausted:

- a) Compensation of performers, artists, musicians, or their other entertainment staff.
- b) Advertisement of event(s),
- c) Rental of stage equipment,
- d) Local lodging and transportation expenses of performers; artists, musicians, or their other entertainment staff
- e) Catering services for performers.
- f) Such other expenses pre-approved in writing by Sandusky Library, through its Director, before the expense is incurred by the City;

In order to qualify for Sponsorship, the invoices for expenses incurred by the City for an event must be tendered to the Sandusky Library for payment on or before ninety (90) days after the date of performance of each such Programming Event.

3. For purposes of this Agreement, the educational or cultural entertainment performers listed in attached Exhibit A, if selected by the City, have been reviewed by the Norbert A. Lange and Marion Cleaveland Lange Trust Committee of the Sandusky Library, and are deemed to be approved by the Sandusky Library as eligible for Sandusky Library sponsorship through use of Lange Trust funds. All other cultural or entertainment performers selected by the City must be pre-approved in writing by the Director of the Sandusky Library before the City's selection(s) are deemed eligible for Sandusky Library sponsorship.

4. In exchange for the funds provided herein to the City, the City shall:

- a. Plan and host Programming Events that will take place in the calendar year 2021 that have approval of Sandusky Library for Lange Trust fund sponsorship, in whole or in part;
- b. The Programming Events sponsored by the Sandusky Library with use of Lange Trust funds shall have publicity for the event that includes the following language: "This event/concert/project is made possible by the Lange Trust through the Sandusky Library";
- c. The City shall be responsible for hosting the events described herein, including hiring any performers, musicians, artists, or other entertainment, procuring any necessary supplies, and providing the necessary facilities and staffing for said events;
- d. The City shall be responsible for the marketing and promotion of said events; and

e. The City shall secure, at its sole cost and expense, liability insurance that includes event liability coverage for the Program Events in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate and name "THE LIBRARY ASSOCIATION OF SANDUSKY, OHIO" as an additional insured for these events. The City will provide the Sandusky Library with proof of the insurance required by this Agreement in the form of a valid certificate of insurance and confirm the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance.

f. The City shall be responsible for complying with all federal, state, and local law in its role as planner and host of the Programming Events, including, but not limited to, compliance with all existing public health executive orders issued in response to the Covid-19 Pandemic. The City's logistical plan shall include COVID-19 safety protocols to make it both possible and required for attendees at its Programming Events to comply with the requirements and restrictions of public health orders that are in place at the time of the event, such as mandatory mask requirements, social distancing, and placement of signage for Programming Events sponsored in whole or in part by the Sandusky Library in order to protect the well-being of attendees from the dangerous effect of COVID-19.

g. To assist Sandusky Library in its documentation of Lange Trust fund expenditures for accounting purposes, The City agrees to include with each such invoice submitted to Sandusky Library identification by performance date the specific event for which the financial obligation was incurred by the City, and shall attach any contract(s) between the City and any third party that support the debt evidence in the invoice, and include copies of receipts evidencing pre-payment by the City, if any,

4. The City shall plan the events and/or programming described herein in conjunction with the Sandusky Library. The Sandusky Library shall have the right to approve and/or reject any and all events that will be sponsored by the Sandusky Library with Lange Trust funds, including approving any performers, artists, musicians, or other entertainment.

5. All events and programming sponsored by the Lange Trust shall comply with the terms of the Trust document including, but not limited to the following conditions:

- a. The events must take place in Erie County;
- b. The events shall be free of charge and open to the entire public of Erie County;
- c. Tickets, if any, shall be distributed as agreed with the Lange Trust Committee; and

d. No alcohol may be sold at the Lange-Trust sponsored events.

6. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

7. All material changes or modifications to this Agreement, not including the selection of entertainment, shall be approved in writing by both Parties prior to such change or modification becoming effective. Any request by the City for any expenditure of Lange Trust funds by Sandusky Library over and above the \$50,000.00 Sponsorship Funds identified above, is deemed to be a material change or modification of this Agreement. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as this Agreement.

8. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

9. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Erie County, Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Sponsorship Agreement to be executed by their respective officers thereunto duly authorized on the day and year set forth above.

THE CITY:

SANDUSKY LIBRARY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

The Sandusky Library and its subcommittee, the Norbert A. Lange and Marion Cleaveland Lange Trust Committee has approved the following list of talent groups from BiCoastal Productions for events in the year 2021:

Naturally 7

The Great DuBois: Masters of Variety

The Drifters

Mojo and the Bayou Gypsies

Williamsburg Salsa Orchestra

One Night in Memphis

The Hit Men



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 28, 2021

Subject: Commission Agenda Item – Submerged Lands Lease for the Causeway Wetland

ITEM FOR CONSIDERATION: Legislation to enter into a Submerged Lands Lease with the State of Ohio, Ohio Department of Natural Resources (ODNR) for property along Cedar Point Drive.

BACKGROUND INFORMATION: The Cedar Point Causeway Wetland Project involves the area along the western edge of the Cedar Point Causeway immediately to the south of the overflow/employee parking lot and the object is to create nearshore wetland areas with variations in water depth, water flow, and native wetland vegetation. To proceed with the Cedar Point Causeway Wetland Project, the City has proceeded with a detailed regulatory permitting process through the Army Corps of Engineers, Ohio Department of Natural Resources, and Ohio Environmental Protection Agency. In addition, the City obtained an easement (a copy is attached to the legislation) in June of 2020 and recorded in January of 2021 from the upland property owner, Magnum Management Corporation. The intent of the easement is to grant permission to construct and maintain the project as well as provide rights to obtain a submerged lands lease with the State of Ohio through ODNR's Office of Coastal Management. This is the final regulatory document needed to proceed with advertising for bids.

BUDGETARY INFORMATION: Since the project is a public environmental and habitat improvement, it is considered a "governmental non-income producing" facility. The 50-year lease will cost \$1.00 per annum, which will be paid from the General Fund.

ACTION REQUESTED: It is requested that legislation authorizing and directing the City Manager to enter into a submerged lands lease with the State of Ohio Department of Natural Resources for the construction of the Cedar Point Causeway Wetland project be approved under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately execute the lease and forward to ODNR for execution by the State and to proceed with the project expeditiously.

I concur with this recommendation:

Eric Wobser
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Submerged Land Lease- Causeway Wetland

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

Account # 110-7600-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 6/10/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBMERGED LANDS LEASE WITH THE STATE OF OHIO, OHIO DEPARTMENT OF NATURAL RESOURCES, FOR THE CEDAR POINT CAUSEWAY WETLAND PROJECT RELATED TO THE SANDUSKY BAY INITIATIVE FOR PROPERTY ADJACENT TO CEDAR POINT ROAD; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Magnum Management Corporation is the owner of land fronting Sandusky Bay adjacent to Cedar Point Road, Parcel Number 55-00065.000, in the City of Sandusky, Ohio; and

WHEREAS, Magnum Management Corporation granted the City a legal property interest in the upland property by way of an Official Deed of Easement filed for record in Erie County, Ohio Official Records Number 202100266; and

WHEREAS, the City Commission authorized and approved the submission of an application to the U.S. Army Corps of Engineers to obtain a Department of Army Permit, submittal of an application to the State of Ohio to obtain a Submerged Lands Lease, if required to implement the project, a Shore Structure Permit, and a Water Quality Certification, and submittal to the U.S. Coast Guard for Private Aids to Navigation in connection with the Sandusky Bay Initiative Project and related to the Cedar Point Causeway Wetland Project by Resolution No. 020-19R, passed on May 28, 2019; and

WHEREAS, the Cedar Point Causeway Wetland Project involves the area along the western edge of the Cedar Point Causeway immediately to the south of the overflow/employee parking lot and the object is to create nearshore wetland areas with variations in water depth, water flow, and native wetland vegetation; and

WHEREAS, the City is required by the Ohio Department of Natural Resources (ODNR) to obtain a submerged lands lease prior to advertising for bids for the Cedar Point Causeway Wetland Project, which is within a submerged land area; and

WHEREAS, this Submerged Lands Lease authorizes the use of the property for a governmental non-income producing facility (fill/ecosystem restoration project); 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 Submerged Lands Lease and forward to the Ohio Department of Natural Resources for execution by the State of Ohio and to proceed with the project expeditiously; 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 the form of the Lake Erie Submerged Lands Lease, File No. SUB-2412-ER, a copy of which is marked Exhibit "1", attached to this Ordinance and specifically incorporated as if fully rewritten herein, and authorizes and directs the City Manager to execute the Submerged Lands Lease and forward to the appropriate State Officials for approval and execution.

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

STATE OF OHIO
LAKE ERIE SUBMERGED LANDS LEASE
FILE NUMBER SUB-2512-ER

This Lease of Lake Erie Submerged Lands is entered into by and between the State of Ohio, the "State", acting through the Director, Ohio Department of Natural Resources, the "Director", and The City of Sandusky, an Ohio Chartered municipal corporation, its successors or assigns, whose address is 240 Columbus Avenue, Sandusky, Ohio 44870, the "Lessee", pursuant to the provisions of Sections 1501.01, 1506.10 and 1506.11, Ohio Revised Code and the rules promulgated under Chapter 119, Ohio Revised Code, and authorized by Section 1506.02, Ohio Revised Code.

WHEREAS, Magnum Management Corporation is the owner of land fronting on Sandusky Bay adjacent to Cedar Point Road as described in the Affidavit On Facts Relating to Title filed for record in Erie County, Ohio Official Records Number 200608764, the "Upland Property"; and

WHEREAS, Magnum Management Corporation granted the Lessee a legal property interest in the Upland Property by way of Official Deed of Easement filed for record in Erie County, Ohio Official Records Number 202100266 and further described in Exhibit "D" attached hereto and made a part hereof, the "Upland Interest; and

WHEREAS, Lessee has submitted to the Director an application for a Lake Erie Submerged Lands Lease for a Governmental Non-income Producing Facility (Fill/Ecosystem Restoration Project); and

WHEREAS, the Director has determined that a Lake Erie Submerged Lands Lease may be entered into with Lessee for the following described Submerged Lands the "Lease Property".

DESCRIPTION

SEE EXHIBITS "A" (Plat), "B" (Ecosystem Restoration Parcel 1 description) and "C" (Ecosystem Restoration Parcel 2 description) ATTACHED HERETO AND MADE A PART HEREOF.

NOW THEREFORE, the State, in consideration of the mutual covenants and agreements hereinafter set forth, does hereby grant this Lease to Lessee, under the following terms and conditions:

1. TERM

This Lease shall be for a period of fifty (50) years, commencing February 1, 2021 and ending January 31, 2071.

Upon the expiration of the term of this Lease, Lessee may apply to the State for a new lease in accordance with any and all laws and regulations pertaining to the leasing of Lake Erie submerged lands in effect at that time.

2. CONSIDERATION

The annual rental for the term of this Lease shall be based on the following calculations: Rent for a governmental non-income producing facility (Fill/Ecosystem Restoration Project) occupying a total of 1,356,655 square feet of submerged lands equals \$1.00 per year for the term of the Lease or renewals. The rent shall not be modified except as provided in Section 3 and Section 7 herein.

The first rental payment shall be computed from February 1, 2021, and shall be due by February 1, in each and every year hereafter. If any payment is not received by the due date, whether or not a demand for payment is made, the State, at its option, may terminate this Lease pursuant to Section 11 herein.

All rental payments are to be made payable to Ohio Treasurer of State and delivered to the Ohio Department of Natural Resources, Office of Coastal Management, 1031 Pierce Street, Suite A, Sandusky, Ohio 44870 or as otherwise may be directed in writing by the Ohio Department of Natural Resources. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code.

3. USE

Lessee shall use and occupy the Lease Property for a governmental non-income producing facility (Fill/Ecosystem Restoration Project). Any future improvements to the existing facilities, the construction of new facilities, or any change in the existing use of the Lease Property shall require the prior written approval of the Director. Any change in use approved by the Director, may also result in a re-evaluation of the rent, and this Lease, shall, accordingly, be modified to reflect the proper rent as assigned by the Director based on such change in use. Routine maintenance shall not require the prior written approval of the Director. Routine maintenance does not include 1) additional improvements or developments of the Lease Property, 2) improvements to the existing facilities, 3) construction of new facilities, or 4) any change in the use of the Lease Property as stated above.

This Lease is made subject to all prior leases or grants on any portion of the Lease Property, and to the renewal thereof. The State also reserves the right to grant utility easements or leases across, under, on or in the Lease Property.

Lessee shall not place any structures or fill material outside the limits of the Lease Property, and shall be liable for any and all damages resulting from such violation and shall be subject to subsequent termination of this Lease under the default provision provided in Section 11 herein.

This Lease shall be subject to any and all local, state or federal laws or regulations. The issuance of this Lease does not release the Lessee from obtaining any and all other permits or documents from any local, state or federal agency as required for the use of the Lease Property. Failure to obtain any required permits or documents shall be a violation of this Lease and cause this Lease to be subject to termination under the default provisions provided in Section 11 herein.

This Lease does not express or imply any control of fisheries or aquatic wildlife now vested in the Department of Natural Resources, Division of Wildlife.

This Lease does not authorize the Lessee to prejudice the littoral rights of any owner of land fronting on Lake Erie. Lessee shall at all times respect the littoral rights of neighboring upland owners, as well as the public's right to the free and unrestricted use of the waters outside the limits of the Lease Property.

The Lease Property shall be subject to the public's right of navigation in and around any structures and/or fill material on the Lease Property. However, the public's right of navigation shall be limited to the extent that it does not interfere with Lessee's safe use of Lessee's structures and/or fill material. Lessee shall not refuse, during storms or other adverse conditions, safe harbor refuge to any vessel seeking such refuge, provided that the harbor can accommodate such vessel.

4. MAINTENANCE/REPAIR

Lessee shall maintain and manage the Lease Property in a responsible manner, keeping it clean, sanitary and free from any debris. Lessee agrees to make every attempt to ensure that there is no excessive buildup of unsightly debris on the Lease Property as a direct result of Lessee's improvements.

5. LIABILITY

The State of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollars per occurrence in accordance with section 9.87 of the Ohio Revised Code. The parties agree that Lessee shall be solely responsible for any and all claims, demands, or causes of

action arising from Lessee's actions, performance and obligations under this Lease. Each party to this Lease must seek its own legal representation and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Lease. Both parties being governmental entities in the state of Ohio, it is specifically understood and agreed that neither party indemnifies the other. Nothing in this Lease shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall Lessor be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits that may be attributable to the actions of the Lessee.

During the term of this Lease, Lessee, at its sole cost and expense, shall carry and maintain a policy of Comprehensive General Liability insurance with the broad form endorsement against claims for bodily injury, personal injury, wrongful death and property damage covered together with all costs of defense.

Said policy shall designate as an additional named insured the State of Ohio as its interest may appear. The policy limits shall be no less than the following:

Bodily Injury		\$250,000 per person
		\$500,000 per occurrence
Property Damage	\$100,000 per occurrence	\$500,000 aggregate
	OR	
Combined single limit		\$1,000,000 per occurrence

Said policy shall contain a clause providing that thirty (30) days written notice of cancellation, nonrenewal, or decrease in coverage will be given to the Director. A copy of the Certificate of Coverage shall be filed with and is subject to the approval of the Director.

The State reserves the right, but has no obligation, to periodically review the liability limits for the insurance policies required. If at any time the State reasonably determines that the then required policy limits are insufficient to adequately protect the State's interests and/or do not meet current industry guidelines, the State may require an increase in the policy limits. The Lessee shall have sixty (60) days following notification by the State of the new policy requirements to obtain insurance meeting the new requirements and to file with the State proof of insurance conforming to the new requirements. Failure to comply with this clause shall constitute a material breach of this Lease and cause this Lease to be subject to termination under the default provision provided in Section 11 herein.

6. MINERAL RIGHTS

This Lease reserves to the State all mineral rights as required by Section 1506.11 of the Ohio Revised Code, and should the State cause any such minerals to be removed from the Lease Property, their removal will be conducted in a manner that will not damage any improvements of the Lessee on the Lease Property.

7. ASSIGNMENT/MORTGAGE/SUBLETTING

Lessee shall not assign or mortgage this Lease or sublet any part of the Lease Property in a manner inconsistent with Rule 1501-6-05(D) of the Ohio Administrative Code. There shall be no assignment, sublease or mortgage of the Lease without the written consent of the Director whose consent shall not be unreasonably withheld or unreasonably conditioned.

Lessee shall deliver a written request to assign, sublet or mortgage this Lease to the Director not less than ninety (90) days prior to the proposed effective date thereof. The Director shall respond to Lessee within thirty (30) days of the Director's receipt of Lessee's request. If the Director fails to act in any manner within ninety (90) days of the receipt of Lessee's request, the request shall be deemed approved by the Director.

If Lessee transfers the Upland Interest, Lessee must assign this Lease to the transferee of the Upland Interest prior to or on the date of the transfer of the Upland Interest. If assigned prior to the date of transfer, Lessee shall instruct the closing officer of the title company or bank or Lessee's attorney to hold the assignment in escrow until the transfer of the Upland Interest is completed. In the event that the transfer of the Upland Interest is not consummated, the assignment of this Lease shall automatically be null and void. Failure to comply with this clause shall constitute a material breach of this Lease and cause this Lease to be subject to termination under Section 11, including Lessee's duty to remove all personal property, structures and fixtures constructed or placed on the Lease Property and to restore the Lease Property to a condition satisfactory to the State.

Rental rates and other lease terms shall be subject to revision at the time of assignment of this Lease.

Applicants for the Director's consent to assign, mortgage or sublet this Lease shall be entitled to an administrative review of and appeal from any decision of the Director pursuant to Section 119.06, Ohio Revised Code.

8. TAXES

Lessee shall be responsible for any and all federal, state, and/or local taxes and/or assessments levied against the Lease Property.

9. ACCESS

The State may, without prior notice, at all reasonable times and without interfering with the operations of the Lessee, enter into and upon the Lease Property to determine if the Lessee is complying with the terms of this Lease or for any other lawful purpose.

10. DISCRIMINATION PROHIBITED

Lessee shall not discriminate against any person or entity on the basis of race, color, religion, sex, ancestry, handicap, disability, age or national origin.

11. STATE'S RIGHT TO TERMINATE

If Lessee breaches or defaults on any of the terms or conditions of this Lease, and if such breach or default is not remedied within thirty (30) days after written notification by the State of the breach or default, the State may terminate this Lease.

The State shall give written notice of any termination made under this Section and Lessee shall then surrender possession of the Lease Property to the State. Lessee shall have ninety (90) days from the date on the written notice to remove all personal property, structures and fixtures constructed or placed on the Lease Property to the extent such removal does not damage, degrade, or interfere with any wetlands created by the Lessee on the Lease Property, and to restore the Lease Property to a functional condition satisfactory to the State which satisfaction shall not be unreasonably withheld. If the Lease Property is not restored to a condition satisfactory to the State, the State may have the Lease Property restored at expense of Lessee.

A termination made under this Section shall not be deemed to be a condemnation or appropriation of the interest of the Lessee in the Lease Property and the only right to compensation the Lessee shall be entitled to is a pro-rated refund of any rental monies previously paid to Lessor. Lessor shall not be liable for any damages or loss to the Lessee arising out of a termination made pursuant to this Section.

12. LESSEE'S TERMINATION OPTION

(a) In the event Lessee should wish to discontinue its use of or is unable to continue its use of the Lease Property, prior to the expiration of this Lease as stated in the Term provision herein, then Lessee shall have the option ("Termination Option") to terminate this Lease, subject to and in accordance with the following terms and conditions:

(i) Lessee shall deliver a written request to terminate this Lease to the

Director. There shall be no termination of this Lease without the written consent of the Director, which consent shall not be unreasonably withheld or unreasonably conditioned. In the event that the Director consents to Lessee's request to terminate this Lease prior to its date of expiration, Lessee will execute a Lease Termination Agreement prepared by the State ("Termination Agreement");

- (ii) Lessee shall have the time specified in the Termination Agreement to remove all personal property, structures and fill constructed or placed upon the Lease Property, and to restore the Lease Property to a condition satisfactory to the Director. If the Lease Property is not restored to a condition satisfactory to the Director, the Director may have the Lease Property restored at the expense of Lessee; and
- (iii) Lessee must not be in default under this Lease and all rent, additional rent, and other charges payable under this Lease shall be paid through and apportioned as of the effective date of termination of this Lease, unless waived in writing by the Director.

- (b) The Termination Option shall automatically become null and void upon the earlier to occur of: (i) the termination of Lessee's right to possession of the Lease Property or (ii) the failure of Lessee to timely or properly exercise the Termination Option.

13. EMINENT DOMAIN

This Lease is subject to the State's right of eminent domain as provided for in Section 1506.11(E), and elsewhere in the Ohio Revised Code.

14. EXPIRATION

Upon the expiration of this Lease and the subsequent failure of Lessee to apply to the State for a new lease pursuant to Section 1 herein, Lessee shall remove all personal property, structures and fixtures constructed or placed on the Lease Property, and restore the Lease Property to a condition satisfactory to the State. If the Lease Property is not restored to a condition satisfactory to the State, the State may have the Lease Property restored at the expense of the Lessee.

15. REPRESENTATIVES/AGENTS

Where this Lease refers to either the State or the Lessee, those terms shall include the agents, employees, or authorized representatives of each party.

16. QUIET ENJOYMENT

The State covenants that if, and so long as, Lessee pays the rent when due and performs the covenants hereof, Lessee may quietly occupy the Lease Property, during the term, without any hindrance by the State or any person or persons lawfully claiming under the State. The State is not obligated to warrant or defend the Lease Property or this Lease against any claim asserted by any other person or entity. A taking by eminent domain shall not be deemed to be a breach of this covenant.

The remainder of this page left intentionally blank
[Signature pages to follow]

Witnesses to Lessee The City of Sandusky, an Ohio chartered municipal corporation (2 witnesses)

**The City of Sandusky, an Ohio chartered
municipal corporation, LESSEE**

Witness Signature Date

By: _____

Signature

Date: _____

Print Witness Name

Print Name

Witness Signature Date

Print Title

Print Witness Name

The remainder of this page left intentionally blank
[Signature pages to follow]

The foregoing Lease of Lake Erie Submerged Lands is hereby approved.

THE STATE OF OHIO, LESSOR

Scudder D. Mackey, Ph.D., Chief
Office of Coastal Management
As Designee for Mary Mertz, Director
Ohio Department of Natural Resources

STATE OF OHIO,

ERIE COUNTY, ss:

Before me, a notary public in and for State of Ohio, County of _____,
personally appeared the above-named Scudder D. Mackey, Ph.D., Chief, Office of Coastal
Management, Ohio Department of Natural Resources, on behalf of LESSOR, State of Ohio, who
acknowledged that he did sign the foregoing instrument and that the same was his free act and
deed.

In testimony whereof, I hereunto set my hand and official seal at _____,
Ohio, this _____ day of _____, 2021.

Notary Public (Signature)

Notary Public (Print Name)

My Commission Expires: _____

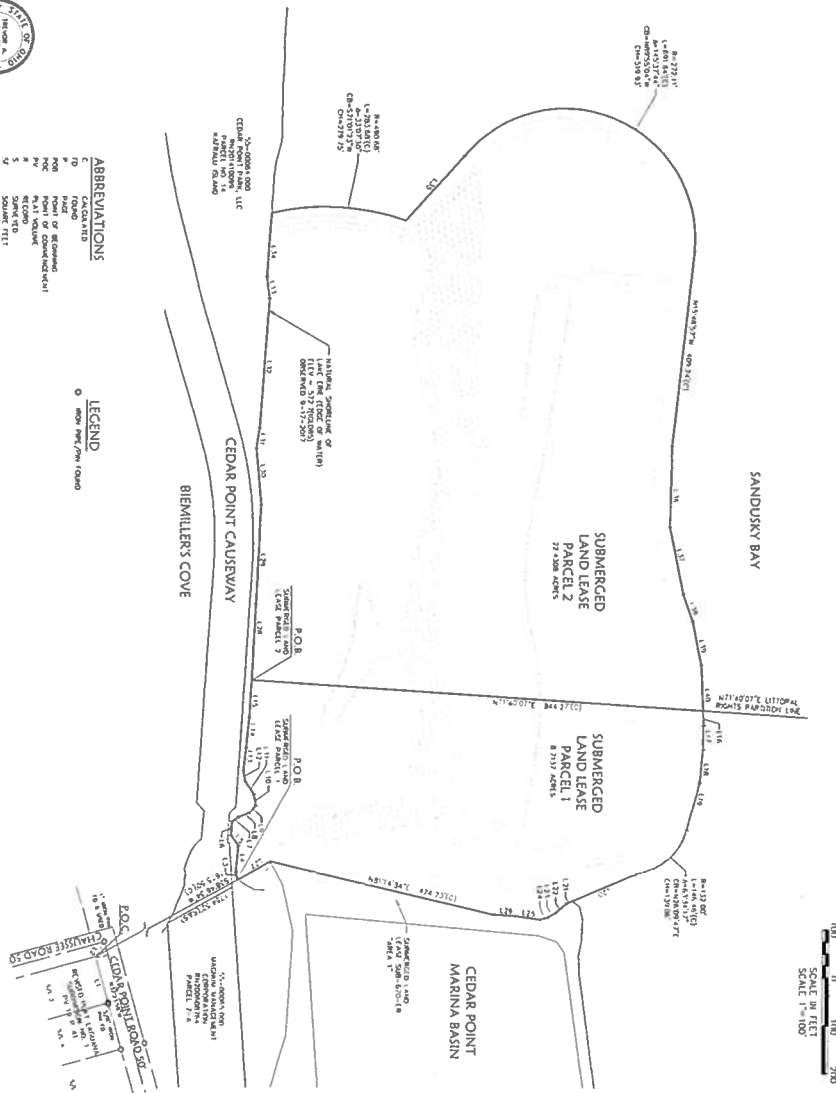
This instrument was prepared by Gerald E. Dailey, Assistant Attorney General.

Exhibit A

R:\17000\17085-1\Civil 3D 2014\CURRENT DRAWINGS\BASE DRAWINGS\DWG\17085-1 Sonoma Bay SLL.dwg 8/13/20

[illegible]SURVEYOR'S NOTES

- [illegible]



SANDUSKY BAY INITIATIVE EMERGED LAND LEASE

ADJACENT TO CITY OF SANDUSKY WARD 1

CITY OF SANDUSKY COUNTY OF ERIE STATE OF OHIO



KB Associates, Inc.
280 Burns Road, Suite 100
Elyria, OH 44035
P 440 365 4780
F 440 365 4790
www.kbassociates.com

DATE	DESCRIPTION	BY
12/12/72		
12/13/72		
12/14/72		
12/15/72		
12/16/72		
12/17/72		
12/18/72		
12/19/72		
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12/25/72		
12/26/72		
12/27/72		
12/28/72		
12/29/72		
12/30/72		
12/31/72		

Exhibit B

KS ASSOCIATES

**Sandusky Bay Initiative
Submerged Land Lease Parcel 1
8.7137 Acres (379,569 Square Feet)
Page 1 of 3**

Situated in the City of Sandusky, County of Erie and State of Ohio and known as being submerged land within Lake Erie adjacent to the First Ward of the City of Sandusky, being more definitely described as follows;

Commencing at the southwesterly corner of Sublot No. 3 in Revised Plat Laguana Subdivision No. 1 as recorded in Plat Volume 19, Page 41 of the Erie County Records, being also the intersection of the easterly right of way of Cedar Point Road (50 feet wide) and the northerly right of way of Chausee Road (50 feet wide), said point bearing North 07° 36' 01" East, 35.36 feet from a 1" iron pin found at the intersection of the centerline of Cedar Point Road and the centerline of Chausee Road and bearing South 37° 23' 59" East, 100.44 feet from a 5/8" iron pin found in the easterly right of way of Cedar Point Road;

Thence, South 38° 46' 34" West, 1675.50 feet to the natural shoreline of Lake Erie as observed on September 17, 2017 and being the **True Point of Beginning** for the parcel herein described;

Thence, along the natural shoreline of Lake Erie the following thirteen courses;

South 34° 25' 41" East, 16.38 feet;

Thence, South 16° 21' 28" East, 55.10 feet;

Thence, South 58° 07' 39" East, 26.64 feet;

Thence, South 18° 33' 27" East, 29.37 feet;

Thence, South 31° 39' 06" West, 16.55 feet;

Thence, South 47° 54' 37" West, 24.07 feet;

Thence, South 19° 50' 28" West, 21.11 feet;

Thence, South 33° 21' 20" East, 23.04 feet;

Thence, South 56° 37' 47" East, 32.40 feet;

Thence, South 31° 21' 38" East, 23.87 feet;

Thence, South 15° 44' 15" East, 47.56 feet;

Thence, South 16° 00' 09" East, 63.85 feet;

Thence, South 18° 35' 14" East, 77.60 feet to the littoral rights partition line between Erie County Parcel No. 55-00065.000 conveyed to Magnum Management Corporation as recorded in RN200608764 of the Erie County Records and Erie County Parcel No. 55-00064.000 conveyed to Cedar Point Park LLC as recorded in RN201410099 of the Erie County Records;

Thence, leaving said natural shoreline, along said littoral rights partition line, South 71° 40' 07" West, 944.27 feet;

Exhibit B

KS ASSOCIATES

**Sandusky Bay Initiative
Submerged Land Lease Parcel 1
8.7137 Acres (379,569 Square Feet)
Page 2 of 3**

Thence, leaving said littoral rights partition line, North 23° 14' 12" West, 30.52 feet;

Thence, North 21° 24' 07" West, 49.96 feet;

Thence, North 16° 40' 11" West, 70.48 feet;

Thence, North 06° 53' 20" West, 101.52 feet;

Thence, along the arc of a curve which deflects to the right, 146.46 feet, said curve having a radius of 132.00 feet, a central angle of 63° 34' 17", and a chord of 139.06 feet which bears North 26° 09' 47" East;

Thence, North 44° 43' 05" East, 143.30 feet to the southerly line of Lake Erie Submerged Land Lease SUB-670-ER;

Thence, along the southerly line of said Lake Erie Submerged Land Lease SUB-670-ER the following eight courses;

North 45° 31' 51" East, 15.71 feet;

Thence, North 27° 02' 06" East, 28.24 feet;

Thence, North 37° 33' 31" East, 19.87 feet;

Thence, North 52° 48' 00" East, 17.14 feet;

Thence, North 76° 08' 48" East, 53.08 feet;

Thence, North 71° 55' 05" East, 48.82 feet;

Thence, North 81° 14' 34" East, 474.73 feet;

Thence, leaving said southerly line, North 38° 46' 34" East, 79.02 feet to the point of beginning.

Containing within said bounds 8.7137 acres (379,569 square feet) of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in September 2017 and October 2018.

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

Exhibit B

KS ASSOCIATES

**Sandusky Bay Initiative
Submerged Land Lease Parcel 1
8.7137 Acres (379,569 Square Feet)
Page 3 of 3**

T. A. Bixler 8-13-20

Trevor A. Bixler, P.S.
Professional Surveyor, Ohio No. 7730

KS ASSOCIATES
Civil Engineers + Surveyors
260 Burns Road, Suite 100
Elyria, OH 44035
440 365 4730



R:\17000\17085-1\Legal Descriptions\17085-1 Sandusky Bay Initiative SLL Parcel 1.docx

Exhibit C

KS ASSOCIATES

**Sandusky Bay Initiative
Submerged Land Lease Parcel 2
22.4308 Acres (977,086 Square Feet)
Page 1 of 3**

Situated in the City of Sandusky, County of Erie and State of Ohio and known as being submerged land within Lake Erie adjacent to the First Ward of the City of Sandusky, being more definitely described as follows;

Commencing at the southwesterly corner of Sublot No. 3 in Revised Plat Laguana Subdivision No. 1 as recorded in Plat Volume 19, Page 41 of the Erie County Records, being also the intersection of the easterly right of way of Cedar Point Road (50 feet wide) and the northerly right of way of Chausee Road (50 feet wide), said point bearing North 07° 36' 01" East, 35.36 feet from a 1" iron pin found at the intersection of the centerline of Cedar Point Road and the centerline of Chausee Road and bearing South 37° 23' 59" East, 100.44 feet from a 5/8" iron pin found in the easterly right of way of Cedar Point Road;

Thence, South 38° 46' 34" West, 1675.50 feet to the natural shoreline of Lake Erie as observed on September 17, 2017;

Thence, along the natural shoreline of Lake Erie the following thirteen courses;

South 34° 25' 41" East, 16.38 feet;

Thence, South 16° 21' 28" East, 55.10 feet;

Thence, South 58° 07' 39" East, 26.64 feet;

Thence, South 18° 33' 27" East, 29.37 feet;

Thence, South 31° 39' 06" West, 16.55 feet;

Thence, South 47° 54' 37" West, 24.07 feet;

Thence, South 19° 50' 28" West, 21.11 feet;

Thence, South 33° 21' 20" East, 23.04 feet;

Thence, South 56° 37' 47" East, 32.40 feet;

Thence, South 31° 21' 38" East, 23.87 feet;

Thence, South 15° 44' 15" East, 47.56 feet;

Thence, South 16° 00' 09" East, 63.85 feet;

Thence, South 18° 35' 14" East, 77.60 feet to the littoral rights partition line between Erie County Parcel No. 55-00065.000 conveyed to Magnum Management Corporation as recorded in RN200608764 of the Erie County Records and Erie County Parcel No. 55-00064.000 conveyed to Cedar Point Park LLC as recorded in RN 201410099 of the Erie County Records and being the **True Point of Beginning** for the parcel herein described;

Thence, continuing along the natural shoreline of Lake Erie, the following seven courses;



Exhibit C

KS ASSOCIATES

**Sandusky Bay Initiative
Submerged Land Lease Parcel 2
22.4308 Acres (977,086 Square Feet)
Page 2 of 3**

South 19° 10' 00" East, 159.47 feet;

Thence, South 19° 09' 42" East, 207.03 feet;

Thence, South 27° 11' 37" East, 118.17 feet;

Thence, South 13° 21' 31" East, 44.06 feet;

Thence, South 17° 46' 16" East, 269.73 feet;

Thence, South 29° 08' 18" East, 45.23 feet;

Thence, South 18° 03' 25" East, 132.84 feet;

Thence, leaving said natural shoreline, along the arc of a curve which deflects to the right, 283.68 feet, said curve having a radius of 490.68 feet, a central angle of 33° 07' 30", and a chord of 279.75 feet which bears South 71° 01' 23" West;

Thence, South 19° 42' 17" West, 180.54 feet;

Thence, along the arc of a curve which deflects to the right, 691.64 feet, said curve having a radius of 272.11 feet, a central angle of 145° 37' 44", and a chord of 519.93 feet which bears North 89° 55' 04" West;

Thence, North 15° 48' 57" West, 409.24 feet;

Thence, North 20° 47' 03" West, 168.87 feet;

Thence, North 33° 23' 32" West, 142.78 feet;

Thence, North 41° 43' 20" West, 60.75 feet;

Thence, North 33° 04' 00" West, 92.13 feet;

Thence, North 24° 55' 57" West, 95.54 feet to said littoral rights partition line between Erie County Parcel No. 55-00065.000 and Erie County Parcel No. 55-00064.000;

Thence, along said littoral rights partition line, North 71° 40' 07" East, 944.27 feet to the point of beginning.

Containing within said bounds 22.4308 acres (977,086 square feet) of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in September 2017 and October 2018.

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

Exhibit C

KS ASSOCIATES

**Sandusky Bay Initiative
Submerged Land Lease Parcel 2
22.4308 Acres (977,086 Square Feet)
Page 3 of 3**

T. A. Bixler 8-13-20

Trevor A. Bixler, P.S.
Professional Surveyor, Ohio No. 7730

KS ASSOCIATES
Civil Engineers + Surveyors
260 Burns Road, Suite 100
Elyria, OH 44035
440 365 4730

R:\17000\17085-1\Legal Descriptions\17085-1 Sandusky Bay Initiative SLL Parcel 2.docx



Exhibit D

Transferred	
in Compliance with sections 319-202 and 322-02 of the Ohio Revised Code	
FEE \$	
Exempt	<input checked="" type="checkbox"/>
R.E. TRANSFER	
\$	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees \$	
Date	11/11/2021

Per O.R.C. 319.203
Erie County Auditor's Engineer
Date

Barbara A. Sessler
County Recorder, Erie County OH

202100266 Total Pages: 7
01/11/2021 12:01:16 PM Fees: \$74.00

OFFICIAL DEED OF EASEMENT FOR SHORELINE DEVELOPMENT AT PERMANENT PARCEL NUMBER 55-00065-000

WHEREAS, on this 22nd day of June, 2020 ("Effective Date") this OFFICIAL DEED OF EASEMENT is granted by Magnum Management Corporation (Grantor), to the City of Sandusky, a municipal corporation of the State of Ohio (Grantee), for the purpose of allowing ingress and egress and to establish an upland ownership interest; and

WHEREAS, Grantee plans to construct public improvements to support aquatic habitat restoration in Sandusky Bay through the beneficial use of dredged material ("the Sandusky Bay Initiative Project"); and

WHEREAS, Grantor owns littoral parcels, Permanent Parcel Number 55-00065.000, which is private property along the Lake Erie shore landward of the Sandusky Bay Initiative Project, and spanning the distance of the proposed improvements as well as property leading from the shoreline to the street level (the "Property"); and

WHEREAS, Grantee requires a submerged lands lease with the State of Ohio to implement public improvements on the State-owned lakebed and an Easement Agreement to develop the facilities and to allow limited public access on privately owned property; and

WHEREAS, Grantor intends to grant an easement and confirming the prior yield of Grantor's littoral rights to Grantee necessary for the public improvements and to satisfy requirements within Ohio Revised Code 1506.11 and the rules adopted thereunder for the installation of the public improvements; and

WHEREAS, Grantor acknowledges that the standard requirement for the duration of a submerged lands lease per the Ohio Department of Natural Resources (ODNR) is 50 years, and that Grantee's Easement for the Property will be an appurtenant easement, not a permanent easement, with a term of years consistent with the submerged lands lease.

NOW, THEREFORE, pursuant to these premises Magnum Management Corporation (Grantor), for good and valuable consideration, receipt of which is hereby acknowledged, does hereby give, grant and convey to the City of Sandusky, Ohio (Grantee), the non-exclusive easement as specifically described in Exhibit "A" attached hereto and incorporated herein, for the sole

Exhibit D

purpose of ingress and egress and to establish an upland interest for the purpose of entering into a submerged land lease with the Ohio Department of Natural Resources.

The duration of this easement shall not be less than the term of Grantee's Submerged Land Lease with ODNR for the Property.

The grant is made on the express condition that Grantee shall be solely responsible for maintaining any and all of its improvements located within the easement, in compliance with all local, state and federal laws.

Grantee shall timely pay all taxes and assessments (if any) imposed on the easement premises by reasons of Grantee's activities thereon and any other charges or expenses attributable to Grantee's activities on the premises. Nothing herein shall prohibit Grantee from contesting the taxability of the premises or the taxable value of the premises; provided, however, that Grantee posts adequate security, to cover any taxes that may become due and owing after final determination of taxability or value.

TO HAVE AND TO HOLD the above granted easement to the above described premises, for the purpose above mentioned to said Grantee.


And the Grantor, for itself, its successors and assigns, does covenant that at and until the sealing of these presents, it is well seized of the above described premises as a good and indefeasible estate in fee simple and has good right to bargain, and grant the same in manner and forms as above written, and that it will warrant and defend said premises with the appurtenances thereunto belonging to the Grantee, its successors and assigns, against all lawful claims and demands whatsoever for the purpose herein described.

SIGNATURES TO FOLLOW

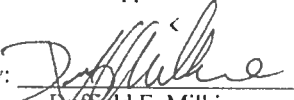
Exhibit D

IN WITNESS WHEREOF, Magnum Management Corporation by Brian C. Witherow,
Executive Vice President & Chief Financial Officer, has caused their name to be affixed hereto
this Easement this 27th day of June, 2020.

Magnum Management Corporation

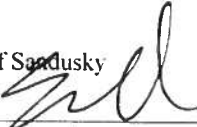
By: 
Brian C. Witherow
Date: 6-23-20

The legal form of this
instrument is approved.

By: 
Duffield E. Milkie
Executive Vice President & General Counsel
Date: 6-23-20

The undersigned hereby agrees and consents to the terms and conditions of this Official Deed of
Easement.

City of Sandusky

By: 
Eric Wobser
City Manager
Date: 6/29/20

The legal form of this
instrument is approved.

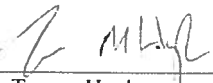
By: 
Trevor Hayberger
Law Director
Date: 6-30-2020

Exhibit D

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

On this 22nd day of June, 2020 before me a Notary Public in and for said County and State, came Brian C. Witherow, Executive Vice President & Chief Financial Officer, who acknowledged the execution of the foregoing deed to be his/her voluntary act on behalf of Magnum Management Corporation, and the free act and deed of Magnum Management Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Sandusky, Ohio, the day and year last aforesaid.



MELISSA L. JOHNSON
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
January 21, 2023

Melissa L. Johnson
Notary Public
My Commission Expires
1.21.2023

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

On this 29 day of June, 2020 before me a Notary Public in and for said County and State, came Eric Wobser (City Manager), who acknowledged the execution of the foregoing deed to be his/her voluntary act on behalf of City of Sandusky, and the free act and deed of City of Sandusky.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Sandusky, Ohio, the day and year last aforesaid.



MEGAN E. STOOKEY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
10-13-2021

Megan E. Stookey
Notary Public
My Commission Expires
10/13/2021

Exhibit D

EXHIBIT A

(Additional Easement Description information to be inserted)

Exhibit D

CITY OF SANDUSKY
ERIE COUNTY, OHIO

IN THE MATTER OF:

City of Sandusky – Sandusky Bay Initiative shoreline improvements.

STATE OF OHIO)
COUNTY OF ERIE)
CITY OF SANDUSKY)

AFFIDAVIT OF MAGNUM MANAGEMENT CORPORATION

Now comes Magnum Management Corporation, the property owner of record lands known as permanent parcel; number 55-00065-000 situated on the Sandusky Bay shoreline in Lake Erie, Sandusky, Erie County, Ohio, and hereby states:

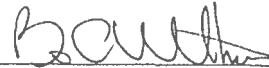
1. I am the duly authorized representative of the property including permanent parcel number 55-00065.000.
2. That the lands described above are situated on the Sandusky Bay shoreline in Lake Erie west of the Cedar Point Causeway road and south of permanent parcel number 55-00065.000.
3. That I am in full support of the Sandusky Bay Initiative improvements project proposed for this portion of the Sandusky Bay shoreline in Lake Erie.
4. That I am aware that the City of Sandusky will obtain and hold a Submerged Lands Lease or leases from the State of Ohio for the Sandusky Bay Initiative project.
5. That I recognize as the identified adjacent upland property owner that the aforementioned Submerged Lands Lease impacts the littoral rights of my property, nevertheless I do not object to the Submerged Lands Lease between the State of Ohio, as Lessor, and the City of Sandusky and its successors or assigns, as Lessee.
6. I am aware that the City seeks to obtain an interest in the littoral parcel to satisfy requirements within RC 1506.11 and the rules adopted thereunder for the installation of the Sandusky Bay Initiative public improvements.
7. That the relationship of the lakeward area of the proposed Sandusky Bay Initiative public improvements and the littoral parcel and related Littoral apportionment boundary lines is depicted in Exhibit "A".
8. That the undersigned hereby recognizes that it yields its littoral rights to the City of Sandusky to that area of the Lake Erie Territory necessary for the Sandusky Bay Initiative public improvements as more particularly described and provided in Exhibit "A".
9. That upon the execution of the Submerged Lands Lease for the Sandusky Bay Initiative public improvements between the City of Sandusky and the State of Ohio, the fee upland owner signing the affidavit is committing to convey an easement interest to the City that will run with the land and be binding on successors in title, heirs and assigns for a period of time that is coterminous with the City's Submerged Lands Lease.

Exhibit D

10. That should the property transfer after the signing of this affidavit and prior to the conveyance of an easement interest to the City for the Sandusky Bay Initiative project, the undersigned agrees to provide a copy of this affidavit to any subsequent owner to inform them of the continuing obligations under this affidavit of any subsequent owners to yield the littoral rights to the City and to convey an easement interest to the City for such improvements.
11. That thus affidavit, the yielded littoral rights and other obligations hereunder shall automatically become null and void upon the earlier to occur of: (i) if for any reason, the Submerged Lands Lease for the Sandusky Bay Initiative project is not executed between the City and the State of Ohio or (ii) the termination of the Lessee's rights to the possession of the Lease Property or (iii) the expiration of the Lease.

Further Affiant sayeth naught.

Magnum Management Corporation



Brian C. Witherow
Executive Vice President &
Chief Financial Officer

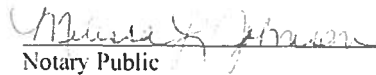
Sworn to and subscribed in my presence by Brian C. Witherow, this 23rd day of June, 2020.



MELISSA L. JOHNSON

NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
January 21, 2023

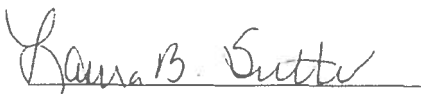


Notary Public

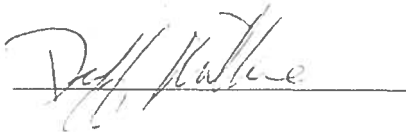
My Commission Expires

12.31.2023

Witnesses



Date: 6-23-20



Date: 6-23-20



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 28, 2021

Subject: **Commission Agenda Item – Agreement with ODNR to accept \$100K Funding**

ITEM FOR CONSIDERATION: Legislation authorizing the City Manager to enter into an agreement with the Ohio Department of Natural Resources (ODNR) that will allow the City to accept \$100,000 from the Healthy Lake Erie Grant for final implementation of the Cedar Point Causeway Project.

BACKGROUND INFORMATION: In 2016 via ordinance 16-231, Commission accepted \$1M from the State of Ohio and the Ohio Department of Natural Resources (ODNR) to develop a series of projects along the nearshore within the jurisdictional boundaries of the City of Sandusky. This study yielded three “pilot” projects, collectively called the Sandusky Bay Initiative (SBI) that would meet the objectives of 1) beneficially reusing dredged material from the Sandusky shipping channel, 2) re-establishing in-water coastal wetland habitat that would improve wildlife activity in the Sandusky Bay for birds and fish, 3) reducing phosphorus and nitrogen in the Bay and Lake Erie and 4) coordinating various funding sources. It was the desire of ODNR to proceed with a staged approach for Project 2, which was along the western shores of the Cedar Point Causeway. The preliminary design project was fully paid for through the State Capital Fund, outside of in-kind contributions of staff time and materials.

This SBI was subsequently followed by an overall study of Sandusky Bay, titled Sandusky Bay Strategic Restoration Initiative (SBSRI). This SBSRI study, also led by the City at the request of ODNR and the State of Ohio, built on the same four principles as the SBI but was broader in scope as it suggested a series of projects within the Bay, including areas outside the City’s jurisdictional boundary. The suggested projects were only taking to the recommendation stage, unlike the SBI which developed preliminary design documents. The City accepted \$240,000 via ordinance 17-079 for SBSRI from the State of Ohio, Department of Natural Resources with total funding being split evenly from the state and federal governments.

With the State of Ohio’s ban on open-lake placement of dredged material into the Ohio waters of Lake Erie becoming effective on July 1, 2020, the State of Ohio desired to proceed with design and construction of Phase I of Project Area 2, which was renamed Cedar Point Causeway Wetland. Each of the four phases consists of a number of cells which would accommodate up to two cycles of dredgings from the Moseley Channel. The project will be broken into 3 or 4 stages over 4 to 5 years. The first stage will utilize a mixture of armor stone, wooden structures, and other natural materials to construct basins for placement of dredged material. At the completion of construction, the final plan is to create nearshore wetland areas with variations in water depth, water flow, and native wetland vegetation. Multiple habitat types are built into the designs to increase potential for usage by fish, birds and other wildlife.

Design and permitting are nearing completion because of funding through another grant from the State of Ohio for \$140,500 from the Healthy Lake Erie Fund, which was accepted by the City of Sandusky via ordinance 18-183. Construction of this project must be completed by mid-2021 to provide the Army Corps of Engineers a location to dump clean dredged material. Hence, the State of Ohio Department of Natural Resources has granted \$4,029,500.00 to the City of Sandusky for construction activities, which was accepted via ordinance 20-115 on August 10, 2020.

This project has drawn attention from many other agencies like the United States Environmental Protection Agency offices of Fish and Wildlife and Great Lakes Restoration Initiative. In fact, GLRI has granted \$1M to the Army Corps of Engineers to cover the cost increases associated with hydraulic placement of the material in lieu of open lake dumping.

To complete the design phase, there is 1) final coordination required with Cedar Point to ensure the project does not negatively affect their operations, 2) a final bathymetric survey with the Sandusky Bay to ensure the Corps' vessels can gain access to the site, and 3) incorporation of permitting language into the construction plans and specifications. The State of Ohio Department of Natural Resources is offering an additional \$100,000 to complete these activities as well as 4) continued project support from the design consultant throughout construction activities. Companion legislation is presented on this same commission agenda to enter into an agreement with KS Associates to complete items 1-3 above.

BUDGETARY INFORMATION: There is no impact to the City budget as all project activities will be paid for with the available funds from ODNR on a reimbursable basis.

ACTION REQUESTED: It is recommended that proper legislation be passed authorizing the City Manager to enter into an Agreement with ODNR to accept \$100,000 from the Ohio Parks and Natural Resources Fund (Fund 7031) for construction of the Healthy Lake Erie Sandusky Cedar Point Causeway Wetland, Phase I Project and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter because we need to bid the project soon so construction activities can proceed this fall/winter and not interfere with Cedar Point's activities in 2021 or 2022.

I concur with this recommendation:

Eric Wobser
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$100,000.00 FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES IN COOPERATION WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR THE CEDAR POINT CAUSEWAY WETLAND PROJECT - PHASE 1 RELATED TO THE SANDUSKY BAY INITIATIVE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE HEALTHY LAKE ERIE GRANT AGREEMENT AND TO EXPEND THE FUNDS CONSISTENT WITH THE GRANT AGREEMENT; 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 accept grant funds in the amount of \$1,000,000.00 from the Ohio Environmental Protection Agency through the Ohio Department of Natural Resources (ODNR) for costs associated with the Healthy Lake Erie Initiative Sustainable Sediment Management Pilot Project Expansion by Ordinance No. 16-231, passed on December 27, 2016, to develop a series of projects along the nearshore within the jurisdictional boundaries of the City; and

WHEREAS, the City Commission authorized and directed the City Manager to accept grant funds in the amount of \$240,000.00 from the Ohio Department of Natural Resources (ODNR) for costs associated with the Sandusky Bay Strategic Restoration Initiative by Ordinance No. 17-079, passed on April 10, 2017; and

WHEREAS, the City Commission authorized and directed the City Manager to accept grant funds in the amount of \$140,500.00 from the Ohio Department of Natural Resources (ODNR) for the Sandusky Bay Causeway Wetland Restoration Project and the related Sandusky Bay Initiative by Ordinance No. 18-183, passed on September 10, 2018; and

WHEREAS, the Sandusky Bay Initiative (SBI) Project 2, renamed the Cedar Point Causeway Wetland Project - Phase 1, involves the area along the western edge of the Cedar Point Causeway immediately to the south of the overflow / employee parking lot and the object is to create nearshore wetland areas with variations in water depth, water flow, and native wetland vegetation; and

WHEREAS, the City Commission authorized and directed the City Manager to accept grant funds in the amount of \$4,029,500.00 from the Ohio Department of Natural Resources (ODNR) through the Ohio Environmental Protection Agency for construction activity costs associated with the Cedar Point Causeway Wetland Project - Phase 1 by Ordinance No. 20-115, passed on August 10, 2020; and

WHEREAS, the Ohio Department of Natural Resources has appropriated additional grant funds in the amount of \$100,000.00 for costs to complete the design phase for the Cedar Point Causeway Wetland Project 1; and

WHEREAS, approval is being requested in companion legislation to approve a Professional Services Agreement with KS Associates Inc. of Elyria, Ohio, to complete the design and bidding services for the Cedar Point Causeway Wetland Project; 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 a grant agreement and proceed with bidding the project so that construction activities can proceed this fall/winter and not interfere with Cedar Point's summer activities in 2021 and 2022; 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 authorizes and directs the City Manager and/or Finance Director to accept grant funds from the Ohio Department of Natural Resources (ODNR) through the Healthy Lake Erie Grant Program for the Cedar Point Causeway Wetland Project - Phase 1 and the related Sandusky Bay Initiative, in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00).

Section 2. This City Commission authorizes and directs the City Manager to execute the Healthy Lake Erie Grant Agreement between the City of Sandusky and the Ohio Department of Natural Resources in relation to the Cedar Point Causeway Wetland Project - Phase 1, substantially in the same form as attached to this Ordinance and marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes, and to lawfully expend the funds consistent with the Grant Agreement.

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

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

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

Section 5. That for 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

**Healthy Lake Erie Grant Agreement
Between the City of Sandusky
And the
Ohio Department of Natural Resources**

This Grant Agreement (the “Agreement”) is made and entered into by and between the State of Ohio, Department of Natural Resources, (the “ODNR”), acting by and through its Director, in cooperation with the Ohio Environmental Protection Agency (the “OEPA”), pursuant to Section 1501.01 of the Ohio Revised Code and Amended Senate Bill No. 310, passed by the 133rd General Assembly of the State of Ohio and made effective on 29 December 2020 and the City of Sandusky Ohio, (the “Grantee”). The effective date of this agreement shall be July 1, 2021.

All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing.

(a) with respect to Exhibit A
Project progress and
Completion reports:

Scudder D. Mackey, Chief
ODNR Office of Coastal Management
1031 Pierce Street, Suite A
Sandusky, OH 44870
Email: scudder.mackey@dnr.state.oh.us

(b) with respect to project fiscal management:

Scudder D. Mackey, Chief
ODNR Office of Coastal Management
1031 Pierce Street, Suite A
Sandusky, OH 44870
Email: scudder.mackey@dnr.state.oh.us

(c) with respect to the project grantee:

Eric Wobser, City Manager
City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870
Email: aklein@ci.sandusky.oh.us

Pursuant to Amended Senate Bill No. 310, the 133rd General Assembly of the State of Ohio has appropriated funds of which One Hundred Thousand Dollars (\$100,000) has been awarded to the Grantee for implementation costs associated with the Healthy Lake Erie Sandusky Cedar Point Causeway Project, (hereinafter referred to as “Project”).

The General Assembly has identified the Ohio Parks and Natural Resources Fund (Fund 7031), as the fund from which these monies will be disbursed.

The scope of service is set forth in Exhibit A, which is attached hereto and by reference fully incorporated into this Agreement, with the total amount funded subject to this agreement limited to the amount stated above.

NOW, THEREFORE, for the purposes of providing the funds to the Grantee pursuant to Amended Senate Bill No. 310, passed by the 133rd General Assembly, the parties hereto agree as follows:

1. ODNR agrees to provide the Grantee One Hundred Thousand Dollars (\$100,000) via: a) a qualifying advance not to exceed 10% of the total amount of this award, and b) subsequent reimbursements, to be used toward the total cost to implement the Project. In no event shall ODNR's payment to Grantee exceed One Hundred Thousand Dollars (\$100,000). Funds for this Project have been released by the Controlling Board as of < DATE > and encumbered by Contract Encumbrance Record Number < DNR # > and are so certified by the Director of Budget and Management on < DATE >. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. The ODNR reserves the right to confirm compliance with the disbursement schedule and limitations set forth in this Paragraph 1. Any funds provided under this Agreement that are not timely spent shall be returned with interest to the State of Ohio in accordance with paragraph 6 of this Agreement.
2. This Agreement will terminate on 31 December 2022, at which time the Grantee agrees that Phase I of the Project will be completed. Upon written request, and subject to appropriation and renewal of funds by the State of Ohio, the agreement may be renewed by the Parties.
3. The Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as an in-water coastal wetland created from dredged sediment as a sustainable alternative to open-lake dumping.
4. The Grantee shall be responsible for the administration of the Project. The Grantee shall have the full authority to contract with appropriate persons for the design and construction of the Project. The Grantee will secure all necessary permits and/or licenses for the Project. The Grantee warrants and certifies that it will cause the Project to be constructed with all reasonable speed and reasonably adhere to the submitted development timeline.

5. The Grantee, or its assigns approved by ODNR, shall be solely responsible for the operation, maintenance, and upkeep of the property or facilities acquired or developed pursuant to this Agreement.
6. If for any reason funds and/or interest on such funds acquired through this Agreement are required to be paid, repaid or remitted to the State of Ohio, such shall be remitted in full within forty-five (45) days of demand to:

Treasurer of the State of Ohio
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Any such remittance shall include a copy of this agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to the Auditor of State and ODNR.

7. On and after the date of this agreement, the Grantee agrees not to seek any determination of liability against ODNR in the case of claim or suit arising from the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project.
8. Prior to release of funds, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds or interest acquired by Grantee through this Agreement shall be spent to obtain bonding or insurance. All funds acquired by Grantee through this Agreement shall be deposited in one or more financial institutions that fully insure, secure or otherwise protect the funds from loss.
9. The Grantee will assure compliance with all applicable Federal, State, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds, competitive bidding for public projects, procurement of equipment and materials, and the like.
10. The Grantee will keep and make all Project-related records available to the state Auditor or the Auditor's designee for a period of not less than five (5) years after the date of Project closeout as described in Paragraph 5 above. The Grantee acknowledges that the Auditor of State, ODNR or OEPA may audit this Project at any time, including before, during and after completion.

11. The Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending such funds and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement and any interest thereon are expended in accordance with all applicable laws, rules and requirements.

12. The Grantee assures compliance with all applicable Federal, State and local laws and regulations, for the Project, including, but not limited to:

a. Prevailing wage pursuant to ORC Chapter 4115

b. Worker's Compensation

c. Equal Opportunity Laws

The Grantee agrees that it will fully comply with all state and federal non-discrimination laws and promptly comply with all requests and directions from the State of Ohio in this regard.

d. Domestic Steel pursuant to ORC 153.011

e. Environmental and Historical Preservation Laws and Regulations

The Grantee assures compliance with all applicable Federal, State, and local environmental and historic preservation laws and regulations pertaining to the Project.

f. Drug-free Workplace

The Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free workplace. The Grantee will make a good faith effort to ensure that all contract employees, while working on Grantee's property, will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way.

g. Laws of Professional Design

The Grantee will comply with all laws that may require approval of the Project by a registered professional engineer, surveyor, architect or landscape architect.

13. The Grantee affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section.

- 14.** The State of Ohio reserves the right to terminate this agreement with 30 days' notice if the Grantee is unable to proceed with the Project described in the Project Agreement, or if Grantee violates any of the terms herein.
- 15.** The Grantee will assure that monies expended under this Agreement are spent in conformity with their intended purpose as provided by Amended House Bill No. 497, 130th General Assembly and Chapters 151 and 154 of the Ohio Revised Code and all other laws that apply to expenditure of monies by the Grantee.
- 16.** This Agreement may be modified if agreed to in writing by both parties.
- 17.** The Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 18.** No personnel of either Party who exercises any functions or responsibilities in connection with the review or approval of this Agreement shall, prior to the completion of the Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest shall immediately disclose his or her interest to the other Party in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless the other Party determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 19.** The Grantee hereby certifies that neither it nor any of its officers or directors, nor the spouse of any such person, has made contributions to the ODNR or the Governor in excess of the limitations specified in R.C. 3517.13.

- 20.** Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.
- 21.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio.
- 22.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- 23.** Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by the Grantee, without the prior written consent of the ODNR.
- 24.** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- 25.** This Agreement is not binding upon the ODNR unless executed in full and is effective as of 21 July 2020.
- 26.** All notices, consents and communications required hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses first set forth above. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

27. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
28. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, the Grantee and the State have caused this Agreement to be executed by their respective officers duly authorized as of the date on which the Director of the Department of Natural Resources signs this Agreement.

FOR THE GRANTEE

FOR THE ODNR

Eric Wobser
City Manager

Mary Mertz
Director

Date

Date

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES**

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER [2019-12D]
Banning the Expenditure of Public Funds on Offshore Services**

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States.

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive and the Agreement will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach a supplemental sheet, if necessary.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where State data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where State data will be stored, accessed, tested, maintained, or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 28, 2021

Subject: Commission Agenda Item – Agreement with KS Associates for completion of services related to the Cedar Point Causeway Wetland project

ITEM FOR CONSIDERATION: Legislation to enter into a Professional Services agreement with KS Associates of Elyria, Ohio to complete design and bidding services for the Cedar Point Causeway Wetland project.

BACKGROUND INFORMATION: In 2016 via ordinance 16-231, Commission accepted \$1M from the State of Ohio and the Ohio Department of Natural Resources (ODNR) to develop a series of projects along the nearshore within the jurisdictional boundaries of the City of Sandusky. This study yielded three “pilot” projects, collectively called the Sandusky Bay Initiative (SBI) that would meet the objectives of 1) beneficially reusing dredged material from the Sandusky shipping channel, 2) re-establishing in-water coastal wetland habitat that would improve wildlife activity in the Sandusky Bay for birds and fish, 3) reducing phosphorus and nitrogen in the Bay and Lake Erie and 4) coordinating various funding sources. It was the desire of ODNR to proceed with a staged approach for Project 2, which was along the western shores of the Cedar Point Causeway. The preliminary design project was fully paid for through the State Capital Fund, outside of in-kind contributions of staff time and materials.

With the State of Ohio’s ban on open-lake placement of dredged material into the Ohio waters of Lake Erie becoming effective on July 1, 2020, the State of Ohio desired to proceed with design and construction of Phase I of Project Area 2, which was renamed Cedar Point Causeway Wetland. Each of the four phases consists of a number of cells which would accommodate up to two cycles of dredgings from the Moseley Channel. The project will be broken into 3 or 4 stages over 4 to 5 years. The first stage will utilize a mixture of armor stone, wooden structures, and other natural materials to construct basins for placement of dredged material. At the completion of construction, the final plan is to create nearshore wetland areas with variations in water depth, water flow, and native wetland vegetation. Multiple habitat types are built into the designs to increase potential for usage by fish, birds and other wildlife.

Design and permitting are nearing completion because of funding through another grant from the State of Ohio for \$140,500 from the Healthy Lake Erie Fund, which was accepted by the City of Sandusky via ordinance 18-184. Construction of this project must be completed by mid-2021 to provide the Army Corps of Engineers a location to dump clean dredged material. Hence, the State of Ohio Department of Natural Resources has granted \$4,029,500.00 to the City of Sandusky for construction activities, which was accepted via ordinance 20-115 on August 10, 2020.

This project has drawn attention from many other agencies like the United States Environmental Protection Agency offices of Fish and Wildlife and Great Lakes Restoration Initiative. In fact, GLRI has granted \$1M to the Army Corps of Engineers to cover the cost increases associated with hydraulic placement of the material in lieu of open lake dumping.

To complete the design phase, there is 1) final coordination required with Cedar Point to ensure the project does not negatively affect their operations, 2) a final bathymetric survey with the Sandusky Bay to ensure the Corps' vessels can gain access to the site, and 3) incorporation of permitting language into the construction plans and specifications. The State of Ohio Department of Natural Resources is offering an additional \$100,000 to complete these activities as well as 4) continued project support from the design consultant throughout construction activities.

KS Associates, Inc. was the top ranked firm for the Cedar Point Causeway Wetland project through the Statements of Qualifications for Services that are maintained on file and updated annually. KS has the professional expertise and technical ability to perform the required tasks. A scope of work presented by KS Associates to address items 1 through 3 above is attached to the legislation. Item 4 would be under separate legislation, if needed.

Companion legislation is presented on this same commission agenda to accept \$100,000 from ODNR to pay for this work.

BUDGETARY INFORMATION: There is no impact to the City budget as all project activities totaling \$49,800 will be paid for through the acceptance of \$100,000 of funds from ODNR on a reimbursable basis if approved at this same City Commission meeting.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into a Professional Services Agreement with KS Associates ODNR to complete services for the Cedar Point Causeway Wetland project and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to meet the City's and Corps' bidding schedules that are set to reduce impacts to seasonal activities.

I concur with this recommendation:

Eric Wobser
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH KS ASSOCIATES, INC. OF ELYRIA, OHIO, FOR THE CEDAR POINT CAUSEWAY WETLAND PROJECT, PHASE I RELATED TO THE SANDUSKY BAY INITIATIVE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission previously approved Agreements for Professional Services with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Initiative Area 1 & 2 Project, which includes the Cedar Point Causeway Wetland Project, by Ordinance No. 17-130, passed on June 26, 2017, Ordinance No. 18-045, passed on February 26, 2018, and Ordinance No. 18-184, passed on September 10, 2018; and

WHEREAS, the Sandusky Bay Initiative (SBI) Project 2, renamed the Cedar Point Causeway Wetland Project - Phase 1, involves the area along the western edge of the Cedar Point Causeway immediately to the south of the overflow / employee parking lot and the object is to create nearshore wetland areas with variations in water depth, water flow, and native wetland vegetation; and

WHEREAS, KS Associates Inc. of Elyria, Ohio, will be providing Professional Services for the completion of the design phase and bidding services for the Cedar Point Causeway Wetland Project as more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, KS Associates Inc. was selected as the top-ranked firm for the Cedar Point Causeway Wetland Project through the Statements of Qualifications (SOQ) for Services on file and updated annually in the Engineering Department based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks; and

WHEREAS, the total cost of the Professional Services is \$49,800.00 and will be paid with grant funds from the Ohio Department of Natural Resources through the Healthy Lake Erie Grant Program; and

WHEREAS, approval is being requested in companion legislation to accept funds from the Ohio Department of Natural Resources in the amount of \$100,000.00 for the Cedar Point Causeway Wetland Project; 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 Agreement to allow the consultant to complete the design phase and to meet the City's and Army Corps of Engineers' bidding schedules that are set to reduce impacts to seasonal activities; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this

Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an Agreement for Professional Services with KS Associates, Inc. of Elyria, Ohio, for the Cedar Point Causeway Wetland Project Phase I, related to the Sandusky Bay Initiative, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Forty Nine Thousand Eight Hundred and 00/100 Dollars (\$49,800.00).

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”), made as of _____, 2021, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and KS Associates Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:	Cedar Point Causeway Wetland Project Construction Documents and Bidding Phase
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Director of Public Works: Address:	Aaron Klein, P.E. Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
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Architect/Engineer: Contact: Address:	Mark P. Cencer, P.E. KS Associates, Inc. 260 Burns Road, Suite 100 Elyria, OH 44035
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WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

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

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

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

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

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

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

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services

made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of forty-nine thousand eight hundred dollars (\$49,800.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

5.4. Method and Terms of Payment

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

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

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

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall

endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

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

6.2. Indemnification

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

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

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

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

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

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

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

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

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

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

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

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

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

8.2. Remedies

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

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

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

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

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

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at 440-365-4790. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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

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

KS Associates, Inc.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Eric L. Wobser
City Manager

APPROVAL:

The legal form and correctness of the within instrument is hereby approved.

Brendan Heil
Law Director

CERTIFICATE OF FUNDS

In the matter of:

Cedar Point Causeway Wetland Project
Construction Documents and Bidding Phase

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

Dated: _____, 2021

CITY OF SANDUSKY, OHIO

By: _____
Michelle Reeder, CPA
Finance Director

Account Number

Not to Exceed Amount



Civil Engineers + Surveyors

May 19, 2021

Aaron Klein, P.E.
Director, City Engineer
City of Sandusky, Public Works Department
240 Columbus Avenue
Sandusky, Ohio 44870

260 Burns Road, Suite 100
Elyria, Ohio 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com

RE: Cedar Point Causeway Wetland Project, Construction Documents and Bidding Phase Services, KS Project #17085-2

Dear Aaron:

Please accept this proposal for professional surveying and engineering services that may be required to meet your objective.

Project Objective:

Foth Infrastructure and Environment Inc. and KS Associates Inc. (KS) completed a set of "Final for Contract" Plans and Technical Specifications for the construction of the Sandusky Bay Initiative perimeter breakwater on April 7, 2021. The plans include the conditions of the approved U.S. Army Corps of Engineers (USACE) permit, Ohio Department of Natural Resources (ODNR) Shore Structure Permit, and Ohio Environmental Protection Agency (OEPA) Water Quality Certification. The "Final for Contract" plans and specifications were prepared to document the design at the completion of the scope of services included in the Professional Services Agreement dated August 31, 2018.

Additional services are required to prepare complete construction documents and bid the project for construction. The additional services include items requested by the USACE for preparation of the bid documents for dredging the Sandusky Harbor Federal Channel and coordination with Cedar Fair.

The KS Team will be led by KS Associates, Inc. and Project Manager Mark Cencer, P.E. and may include sub consultants, if required to complete the project scope. We recommend the following scope of services to accomplish these objectives:

USACE Coordination and Documentation

The KS Team will coordinate with the USACE for the inclusion of dredge placement requirements in the bid documents for the Sandusky Harbor dredging. This will include a site plan and cross sections of the perimeter breakwater, placement locations, requirements for hydraulic discharge rates, maximum fill heights, and water discharge monitoring locations.

The KS Team will perform a hydrographic survey of the lakebed in Sandusky Bay between the Federal Navigation Channel and the project area. The survey will be performed with a GPS enabled single beam echosounder collecting survey points at a maximum spacing of 50 feet. The survey will include a maximum of 0.4 square miles of Sandusky Bay. The KS Team will coordinate with the USACE for selection of the area to be included in the survey.

It is assumed that the Sandusky Harbor dredging will occur in May-June 2022. The KS Team will coordinate with the USACE for inclusion of the Sandusky Harbor dredging schedule into the project schedule.

The KS Team will coordinate with the USACE to assist with bidding for the Sandusky Harbor dredging and placement of the dredged material into the project area. This will include attendance at pre-bid conferences and addressing questions and requests for additional information during the bidding process.

Cedar Fair Coordination and Documentation

The KS Team will assist the City of Sandusky in coordination with Cedar Fair regarding requirements for construction of the perimeter breakwater. This is anticipated to include requirements related to the project schedule, work hours, site access, maintenance of traffic, contractor staging areas, and site restoration. The KS Team will document the requirements provided by Cedar Fair and include the requirements in the Final 100% Drawings and Technical Specifications.

The KS Team will prepare updated project construction schedules and an updated engineer's opinion of probable construction costs to include Cedar Fair requirements.

Additional Coordination

At the request of the City of Sandusky and the Ohio Department of Natural Resources, the KS Team will attend meetings with State and Federal Agencies contributing funding to the Sandusky Bay Initiative project and will prepare updated engineer's opinions of probable construction costs to support funding applications or decisions.

Additional Bidding and Award Phase Services

The KS Team will attend the Pre-Bid Meeting with representatives from the City of Sandusky and potential contractors. The KS Team will be available to answer questions during the bidding period and will prepare and issue Addenda, as necessary, to render interpretations and clarifications of the Contract Documents.

The KS Team will review all Bids received for responsiveness, investigate responsibility of Bidders, and deliver a written recommendation to the City of Sandusky about award, or rejection, of any Bid or Bids for the Project.

The KS Team will attend the Pre-Award Meeting with the apparent successful Bidder and will assist the City of Sandusky with gathering documentation for contract execution from the successful Bidder.

Professional Service Fees

Our fee for the listed scope of services will be on a lump-sum basis as follows:

USACE Coordination and Documentation	\$21,400
Cedar Fair Coordination and Documentation	\$19,000
Additional Coordination	\$ 4,400
Additional Bidding Phase Services	\$ 5,000
Total Engineering & Design Fees	\$49,800

KS will bill monthly for services rendered. Reimbursable expenses are included in the lump sum fee for each item.

Schedule

If written authorization is received by June 1, 2021, KS will endeavor to perform the Cedar Fair coordination and prepare final construction documents within 60 days of receiving a signed contract. KS will endeavor to perform the USACE coordination and funding coordination to meet the schedule requirements of each agency. If we receive authorization after June 1, 2021, we will propose a new schedule for the services.

Clarifications

In providing opinions of probable construction cost, the project Owner and Client understand that the Engineer has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Engineer's estimates of probable construction costs are made on the basis of the Engineer's professional judgment and experience. The Engineer makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Engineer's estimate of probable construction cost.

Exclusions / Additional Services

The scope of services included above describes all services to be provided by the KS Team under this contract. Any items not specifically listed in this proposal are not included. If the City of Sandusky requests additional engineering or surveying services beyond those included in this proposal, or if the KS determines that additional services are required, KS will request a modification to this contract before such services are provided.

Terms of the Agreement

The services in this proposal will be performed under the terms of the City of Sandusky's Professional Services Agreement / Lake Erie Grant Agreement.

If you have any questions or comments, please call me at (440) 365-4730 ext. 395 or email to cencerm@ksassociates.com. This engineering proposal is valid until July 31, 2021.

Sincerely,

KS ASSOCIATES, INC.

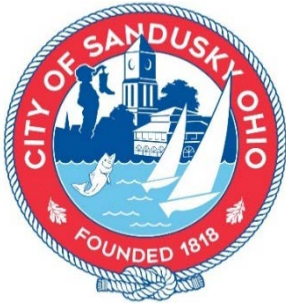


Mark P. Cencer, P.E.
Director of Coastal Engineering

Attachments:

Standard Conditions
Residential Services Addendum

cc: Lynn S. Miggins, P.E., President, KS Associates, Inc.
Project File / Billing File



COMMUNITY DEVELOPMENT

Division of Planning

240 Columbus Ave.

Sandusky, Ohio 44870

419.627.8462

www.cityofsandusky.com

To: Eric L. Wobser, City Manager

From: Tom Horsman

Date: June 2, 2021

Subject: Commission Agenda Item – Designated Outdoor Refreshment Area

Items for Consideration: Approval of legislation creating a Designated Outdoor Refreshment Area in downtown Sandusky.

Background Information: In 2015, the State of Ohio enacted a law that allows municipalities and townships to establish Designated Outdoor Refreshment Areas (DORA) in their localities, which allows for the suspension of open container laws within the boundaries of the DORA. Section 4301.82 of the Ohio Revised Code (ORC) requires the executive officer of a municipal corporation to submit an application to the legislative authority in order to establish a DORA. The City Manager submitted said application to the City Commission on May 12, 2021. Pursuant to public notice requirements outlined in ORC 4301.82, notice of the application was published in the Sandusky Register on May 14, 2021. If approved by City Commission, the application and ordinance must be subsequently submitted to the Ohio Division of Liquor Control for final approval before it can be operational. The ORC requires the City to review the status of the DORA every five years and the City Commission must vote to continue or discontinue the operation of the DORA at that time. The City Commission also has the authority to dissolve the DORA, in whole or in part, at any time.

Budgetary Information: There are no direct costs associated with this legislation.

Action Requested: It is requested that legislation be adopted approving the creation of the designated outdoor refreshment area and that it be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately submit the application and ordinance to the Ohio Division of Liquor Control so the DORA designations can be issued to the applicable permit holders and the DORA can be operational by the 4th of July weekend.

I concur with this recommendation:

Eric L. Wobser
City Manager

Tom Horsman
Transit Administrator

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
McKenzie Spriggs, Clerk of the City Commission

ORDINANCE NO. _____

AN ORDINANCE CREATING A DESIGNATED OUTDOOR REFRESHMENT AREA; ESTABLISHING REQUIREMENTS TO ENSURE PUBLIC HEALTH AND SAFETY WITHIN SUCH AREA; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Ohio Revised Code §4301.82 permits the City of Sandusky to create and approve an application for a Designated Outdoor Refreshment Area (DORA) with its corporate limits; and

WHEREAS, on May 12, 2021, the City Manager submitted an application to this City Commission for approval to establish a Designated Outdoor Refreshment Area within the City of Sandusky ; and

WHEREAS, pursuant to Ohio Revised Code §4301.82(C), notice of the filing of the Designated Outdoor Refreshment Area Application was published in a newspaper of general circulation in the City on May 14, 2021; and

WHEREAS, pursuant to Ohio Revised Code §4301.82(F)(2), notice of this action by City Commission was published in a newspaper of general circulation in the City on June 10, 2021; and

WHEREAS, approval of the Designated Outdoor Refreshment Area will serve to enhance the experiences of the patrons of the business establishments and special events within Downtown; 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 submit the application and Ordinance to the Ohio Division of Liquor Control so the DORA designations can be issued to the applicable permit holders and the DORA can be operational by the 4th of July weekend; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 hereby approves the Designated Outdoor Refreshment Area application submitted to this City Commission on May 12, 2021, a copy of which is attached and marked Exhibit “1” and specifically incorporated as if fully rewritten herein, as having met the requirements of Ohio Revised Code Section 4301.82, thereby creating the Designated Outdoor Refreshment Area.

Section 2. In order to ensure public health and safety within the Designated Outdoor Refreshment Area, this City Commission establishes the following requirements:

(a) The specific boundaries of the Designated Outdoor Refreshment Area, including street addresses, are described in Section I of Exhibit "1" and Exhibits "A" and "B", copies of which are attached to this Ordinance;

(b) There will be signs designating the boundary of the Designated Outdoor Refreshment Area, including the number, spacing, and type of signage as described in Exhibit "2", a copy of which is attached to this Ordinance;

(c) The hours of operation for the Designated Outdoor Refreshment Area shall be Monday through Sunday from 9:00 a.m. to 12:00 midnight. The City Manager may temporarily suspend DORA operations in order to accommodate the permitting of special events that may occur within the boundaries of the DORA;

(d) A Sanitation Plan has been developed to maintain the appearance and public health of the Designated Outdoor Refreshment Area as described in Exhibit "C", a copy of which is attached to this Ordinance ;

(e) A Safety Plan has been developed to ensure public safety in the Designated Outdoor Refreshment Area as described in Exhibit "D", a copy of which is attached to this Ordinance; and

(f) For purposes of the Designated Outdoor Refreshment Area, beer, wine, and intoxicating liquor shall only be served and consumed within the DORA in a specifically designated plastic cup approved by the City Manager's Office; and

Section 3. Five (5) years from the effective date of the adoption of this Ordinance, City Commission shall review the operation of the Designated Outdoor Refreshment Area hereby created and shall either approve its continued operation or dissolve it and such review shall be repeated five (5) years after any subsequent approval of the Designated Outdoor Refreshment Area.

Section 4. This City Commission may, at any time, dissolve all or part of the Designated Outdoor Refreshment Area.

Section 5. The Clerk of the City Commission be instructed to forward a copy of this Ordinance to the Ohio Division of Liquor Control and to the Investigative Unit of the Ohio Department of Public Safety.

Section 6. 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 7. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 8. 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 14, 2021



**Application to the Sandusky City Commission for
the establishment of a
Designated Outdoor Refreshment Area (DORA)**

Submitted May 2021

The Office of the City Manager for the City of Sandusky, Ohio respectfully submits the following application to the Sandusky City Commission to approve and enact a Designated Outdoor Refreshment Area in downtown Sandusky in accordance with ORC 4301.82.

By: Eric Wobser, City Manager

Exhibit "1"

INTRODUCTION AND SUBMITTAL OF APPLICATION

The Office of the City Manager for the City of Sandusky respectfully submits this application to City Commission of Sandusky, Ohio to approve and establish a Designated Outdoor Refreshment Area (DORA), pursuant to Ohio Revised Code (ORC) 4301.82. The proposed application meets all the state requirements.

On April 30, 2015 Substitute House Bill 47 became effective to create a Designated Outdoor Refreshment Area. Codified in Ohio Revised Code 4301.82 the act allows the executive officer of a Municipal Corporation or the fiscal officer of a Township to submit an application to the corresponding Legislative Authority of the Municipal Corporation or Township to establish a Designated Outdoor Refreshment Area (DORA). Upon approval by the Legislative Authority, the DORA is created. The Division of Liquor Control is then responsible for issuing permits with the “Outdoor Refreshment Area” designation on it to all A-1, A-1-A, A-1c, A-2, A-2f, or D liquor permit holders, (except a D8 class that holds a C class permit) that are located in the DORA. Any person who is in a DORA and who is carrying an opened container of beer or intoxicating liquor if the container was purchased from an establishment with an “Outdoor Refreshment Area” designation on their liquor permit is exempt from the Open Container Law.

In order to consider the creation of a DORA, the executive officer of the City of Sandusky must file an application with the City Commission that meets certain statutory requirements outlined in the Table of Contents. Within forty-five days after the date the application is filed with the Legislative Authority of a Municipal Corporation, the Legislative Authority shall publish a public notice of the application in one newspaper of general circulation in the Municipal Corporation as provided in section 7.16 of the Revised Code. The Legislative Authority shall ensure that the notice states that the application is on file in the office of the clerk of the Municipal Corporation and is available for inspection by the public during regular business hours.

Not earlier than 30, but not later than 60, days after the initial publication of the notice, the Legislative Authority must approve or disapprove the application. To approve the application, it must pass an ordinance or resolution by an affirmative majority vote. If the application is approved, the proposed DORA is created. Upon creation of the DORA, the Legislative Authority must send notice of the approval and a description of the DORA to the Division of Liquor Control and the Investigative Unit in the Department of Public Safety. If the application is disapproved, the executive officer of the Municipal Corporation may make changes to secure approval.

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	B. Exhibit B: Official Zoning Map	
	C. Exhibit C: DORA Public Sanitation Plan	
	D. Exhibit D: DORA Public Safety Plan	

I. BOUNDARY MAP OF PROPOSED DORA

In accordance with the ORC 4301.82(B)(1)(a) and F(1)(a), the boundaries of the DORA are depicted in the Appendix. The DORA is approximately 121 acres.

DORA Street Boundary Listing

Street Name	Range	Even/Odd
Columbus Ave.	100-256	Even & Odd
Deatur St.	100-112	Even
E. Market St.	100-189	Even & Odd
E. Market St.	215-321	Odd
E. Shoreline Dr.	100-305	Even & Odd
E. Washington Row	100-165	Even & Odd
E. Water St.	100-337	Even & Odd
E. Water St.	411-605	Odd
E. Water St.	814	Even
Franklin St.	101-115	Odd
Hancock St.	100-122	Even & Odd
Jackson St.	100-265	Even & Odd
Meigs St.	100-225	Even & Odd
W. Market St.	100-220	Even & Odd
W. Market St.	327-433	Odd
W. Shoreline Dr.	100-409	Even & Odd
W. Shoreline Dr.	611	Odd
W. Washington Row	100-237	Even & Odd
W. Water St.	100-409	Even & Odd
Wayne St.	100-160	Even & Odd

II. POPULATION REQUIREMENT FOR DORA

The City of Sandusky, Ohio has a population of 25,793 according to the 2010 decennial census. This is less than 35,000 and therefore, in accordance with the ORC 4301.82(B)(1)(b) is eligible for consideration of one DORA district. Regulations also specify that the DORA shall not exceed 150 contiguous acres for communities with less than 35,000 population.

III. NATURE AND TYPES OF ESTABLISHMENTS

In accordance with 4301.82 (B)(2), the nature and types of establishments located within the DORA are as follows: The central business district is the primary hub of locally-owned small businesses, including retailers and restaurants, in addition to a mixture of office spaces, banks, apartments, hotels, and government establishments. Residential housing within the DORA consists primarily of upper-floor apartments and apartment towers.

IV. QUALIFIED PERMIT HOLDERS

In accordance with ORC 4301.82 (B)(3), the DORA will encompass not fewer than four qualified permit holders as defined by ORC 4301.82 (A), 28 of which are initially identified as follows as either issued or pending:

Establishment Name	Address	Permit Class	Permit Number
Amaron Italian Restaurant	160 Wayne St.	D5J	4220454
Bait House Brewery	223 Meigs St.	A1A, A1C, D6	0379495
Barra	142 Columbus Ave.	D5J	99116300005
Barrel House	105 E. Shoreline Dr.	D5J	0072120 007212000003
Small City Taphouse / CLAG Brewing Company	202-218 Columbus Ave.	A1A, A1C	8247685
Crowbar	206 W. Market St.	D5	7175545
Crush Wine Bar	139-145 Columbus Ave.	D5J	1839325
Dalys Pub	104 Columbus Ave.	D1, D2, D3, D3A	19091360005
Dockside Café	611 W. Shoreline Dr.	D5J	2223482
Goodtime I	109 W. Shoreline Dr.	D1, D2, D3, D3A	4975662
J Bistro	129 W. Market St.	D5J	5484929
Jax Bar LLC	123 Market St.	D5J	1968730
Jim's Pizza Box	301 W. Water St.	D5I	4920851
Landmark Kitchen & Bar	101 E. Water St.	D5I	3675208
Moseley's Public House	223 W. Water St.	D5J	7722345
Noble Axes	127 E. Market St.	D1, D2, D3, D3A	0892199
OH Taco	223 W. Water St.	D5J	772234500003
Paddle Bar	305 E. Water St.	D1, D2, D3, D3A, D5	6620544
Sandusky Sailing Club	814 E. Water St.	D5J	7724203
Sandusky Yacht Club	529 E. Water St.	D4	7724285 772428500003
Shorehouse Tavern	306 W. Water St.	D5J	59477500005
State Theatre	107 Columbus Ave.	D5H	7724258
Tony's	115 W. Water St.	D5J	3466260
Vita	256 Columbus Ave.	D5J	5402040
Volsted	316 E. Water St.	D5J	7073095
Wine Merchant	211 W. Water St.	D2	4975580
Zinc Brasserie	215-17 E. Water St.	D5J	73012480001 730124801003
Wake Up and Waffle	122 E. Water St.	D1, D2, D3	9359414

SOURCE: Ohio Department of Commerce, Division of Liquor Control

V. LAND USE AND ZONING

In accordance with 4301.82 (B)(4), the land uses within the DORA are zoned Downtown Business District (DBD) and are in accordance with the goals of the 2016 City of Sandusky Bicentennial Comprehensive Plan and the recently-completed Downtown Sandusky Master Plan.

The creation of a DORA in downtown Sandusky aligns with the goals of the aforementioned planning documents to define this area as a desirable destination within the City as it provides yet another opportunity to not only support small businesses downtown - bars, restaurants, and retailers - but also another opportunity for promotion of the City. This promotion will support the desire to maintain a strong local economy and provide ambience that is attractive to patrons of the central business district.

The City of Sandusky's Zoning Map can be found in Exhibit B in the Sandusky DORA Application Appendix.

VI. PUBLIC SANITATION

In accordance with ORC 4301.82 (B)(5), (F)(1)(e), and (F)(1)(f), a Public Sanitation Plan has been developed to ensure public safety in the DORA and help maintain the appearance and public health of the area within the DORA. The Public Sanitation Plan can be found in the Appendix of this application. The Public Sanitation Plan can be executed with existing staff.

VII. PUBLIC SAFETY

In accordance with ORC 4301.82 (B)(5) and (F)(1)(d), a Public Safety Plan has been developed to ensure public safety in the DORA and help maintain the appearance and public health of the area within the DORA. The Public Safety Plan can be found in the Appendix of this application. The Public Safety Plan can be executed with existing staff.

VIII. SIGNAGE PLAN

In accordance with the ORC 4301.82 (F)(1)(b), the City of Sandusky will install signage at all entry/exit points of the DORA. The signs will be mounted and located at all street intersections along the boundary of the DORA.

The content and style of this signage is still under development. At a minimum, the signage will clearly mark the DORA boundary as well as any stipulations surrounding permitted activities inside and outside the boundary area.

IX. SANDUSKY DORA RULES OF OPERATION

A. Hours of Operation

In accordance with ORC 4301.82 (F)(1)(c), the hours of operation for the DORA will be Monday-Sunday from 9:00am - midnight.

The applicant requests that City Commission reserve the right to allow the City Commission or City Manager to temporarily suspend DORA operations in order to accommodate the permitting of special events that may occur within the boundaries of the DORA.

B. Official DORA Cup

In accordance with ORC 4301.82 (F)(1)(g), beer, wine, and intoxicating liquor shall only be consumed within the DORA as follows: Beer, wine, and intoxicating liquor shall only be served and consumed within the DORA in the specifically designated plastic cup approved by the City Manager's Office (the "Official Cup"). No other container will be permitted. Used cups must be disposed of before entering any establishment of a qualified permit holder. The sales and distribution of the DORA cups will be managed by the City Manager's Office. The City Manager may, upon mutual agreement, designate another organization, such as a downtown organization, chamber of commerce, or convention and visitors bureau, to manage the sale and distribution of cups.

C. Additional Requirements

In accordance with ORC 4301.82 (B)(5), and in conjunction with other rules, standards and requirements set forth in this application, additional rules and

requirements for the purpose of ensuring public safety and health within the DORA are as follows:

1. A person may have in the person's possession an open container of beer, wine, or intoxicating liquor at an outdoor location within the DORA if the open container of beer, wine, or intoxicating liquor was purchased from a qualified permit holder to which both of the following apply:

- a. The permit holder's premises is located within the DORA; and
- b. The permit held by the permit holder has an outdoor refreshment area designation; and
- c. The open container consists of an official DORA cup.

2. No person shall do any of the following:

- a. Enter the premises of an establishment of a qualified permit holder within the DORA while possessing an open container of beer, wine, or intoxicating liquor acquired elsewhere, or
- b. Possess an open container of beer, wine, or intoxicating liquor while being in or on a motor vehicle within the DORA, unless the possession is otherwise authorized under division (D) or (E) of ORC 4301.62.

Appendix

**of the Application to the Sandusky City Commission for
the establishment of a Designated Outdoor Refreshment Area (DORA),
with specific boundaries, in downtown of Sandusky, Ohio**

1. Exhibit A: DORA Boundary	10
2. Exhibit B: Official Zoning Map	11
3. Exhibit C: DORA Public Sanitation Plan	12
4. Exhibit D: DORA Public Safety Plan	13

Exhibit A: DORA Boundary

Size: 121 acres

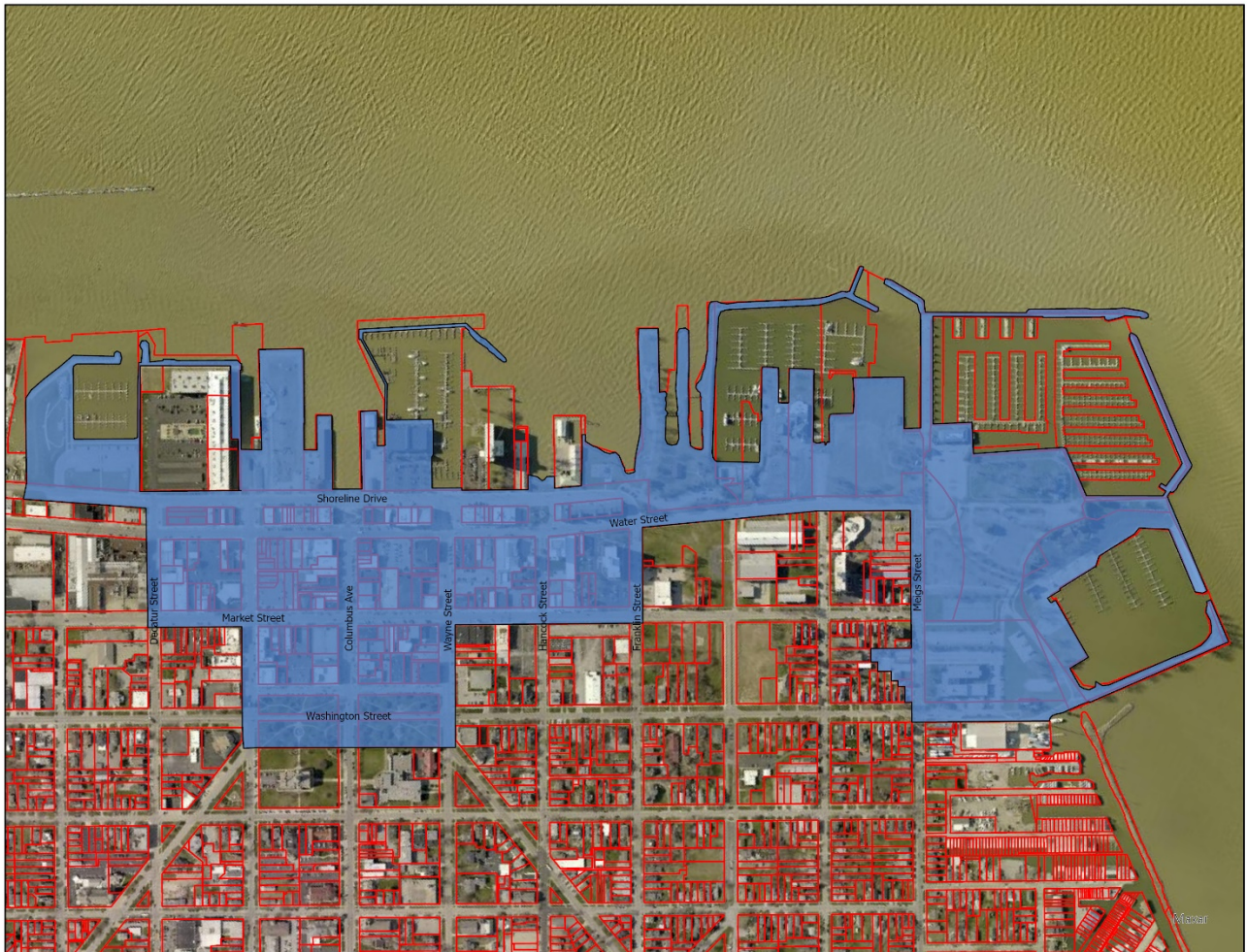


Exhibit B: Official Zoning Map

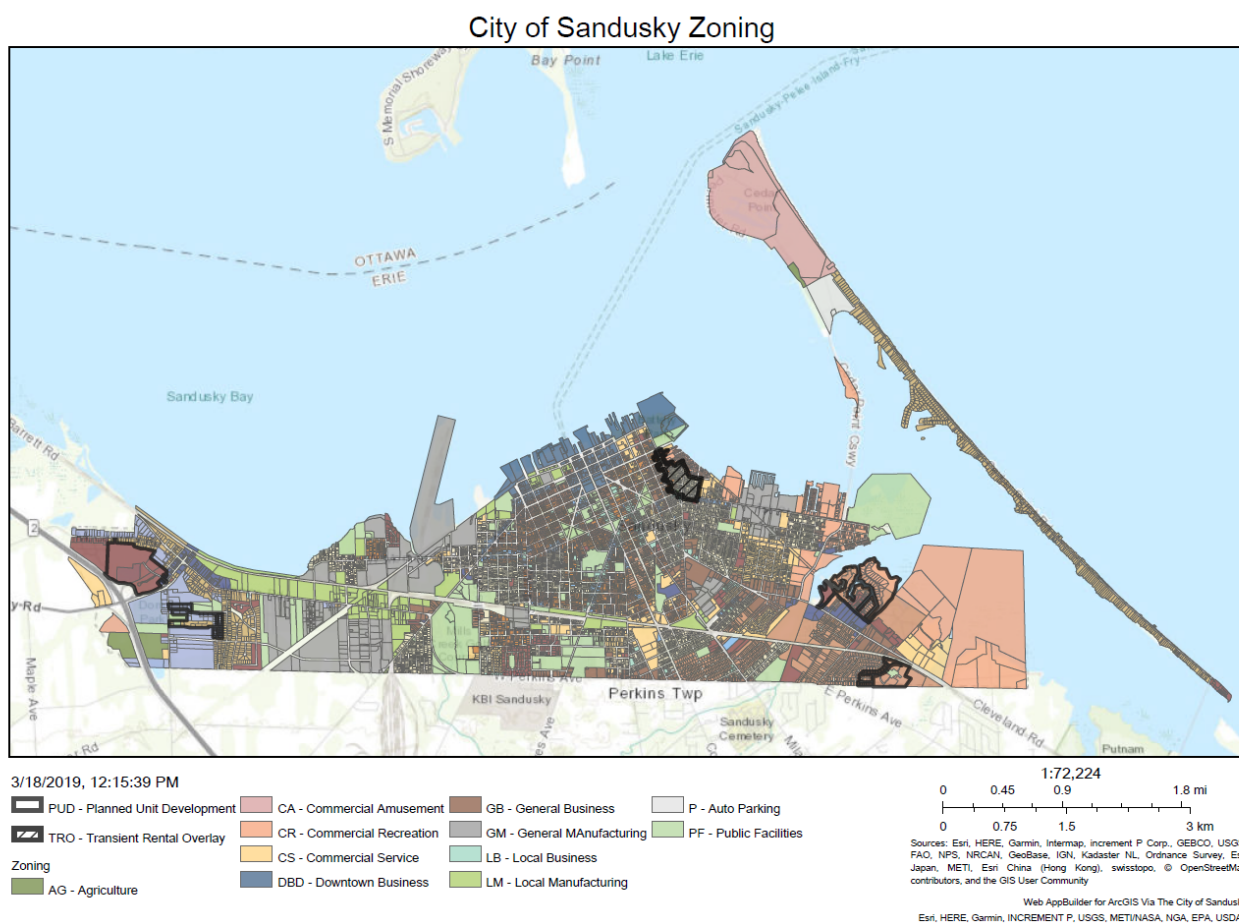


Exhibit C: DORA Public Sanitation Plan

The Public Sanitation Plan will provide a framework for maintaining the satisfactory appearance and public health of the proposed DORA, as well as the number of personnel needed to execute the Public Sanitation plan. The details are as follows:

- As of April 2021, there are currently 99 trash receptacles located in the proposed outdoor refreshment area. 87 trash cans are picked up daily, while the remaining 12 are picked up twice per week.
- Additional collections will be made on an as needed basis and will be serviced by the City's refuse collection contractor. The Department of Public Works will monitor the receptacles and coordinate additional collections, if needed.
- Trash receptacles may be relocated and additional trash receptacles may be added within the DORA at the discretion of the Department of Public Works. Upon approval of the City Commission, additional receptacles may be added by the City or any qualified permit holder, and the servicing of such additional non-City receptacles shall remain the responsibility of the installing entity.
- Each qualified permit holder located within the DORA shall be responsible for the collection of litter near or around the premises occupied by the permit holder.
- The Department of Public Works shall evaluate the need and frequency of street sweeping and servicing trash receptacles.

The City Manager and Director of Public Works have determined that the Public Sanitation Plan described herein is sufficient to maintain the appearance and public health expectations of areas within the DORA. This Public Sanitation Plan can be executed with the existing City of Sandusky personnel.

The City of Sandusky reserves the right to implement changes or modifications to the Public Sanitation Plan as needed from the commencement of the DORA until the dissolution of the DORA. Any significant changes will be communicated to all participating entities and stakeholders in DORA.

Exhibit D: DORA Public Safety Plan

The Public Safety Plan will help maintain public safety within the DORA. This will be accomplished in the following manner:

- The Sandusky Police Department shall provide law enforcement services for the Designated Outdoor Refreshment Area. The Sandusky Police Department is located adjacent to the boundary of the Area. Uniformed officers will patrol the Area as part of their regular patrol responsibilities and shall provide primary law enforcement services.
- The on-duty supervisor shall ensure that appropriate attention is provided to the Area during the hours of operation. In the event of the presence of an above-average number of people within the Area, the on-duty supervisor shall assign additional officers as deemed necessary.
- The Area may be patrolled by foot, bicycle or cruiser.
- For planned events within or adjacent to the DORA that may draw larger than normal attendance, the Chief of Police may assign additional officers to patrol the DORA area or may call in mutual aid.
- Large special events may require the organizers to provide additional security by hiring off-duty police officers or private security personnel.

The City Manager and Chief of Police have determined that the Public Safety Plan described herein is sufficient to maintain the appearance and public health expectations of areas within the DORA. This Public Safety Plan can be executed with the existing City of Sandusky personnel.

The City of Sandusky reserves the right to implement changes or modifications to the Public Safety Plan as needed from the commencement of the DORA until the dissolution of the DORA. Any significant changes will be communicated to all participating entities and stakeholders in the DORA.

Exhibit 2 – Signage

In accordance with ORC 4301.82 (F)(1)(b), the number, spacing, and type of signage designating the area will be as follows: City of Sandusky Public Works Department will install 26 boundary signs at the spacing and location depicted below. City of Sandusky anticipates the proposed signage locations will be adequate. Patron use will be monitored on an ongoing basis with additional signage installed where needed. Signage will clearly indicate with text that alcohol is not permitted beyond that point.

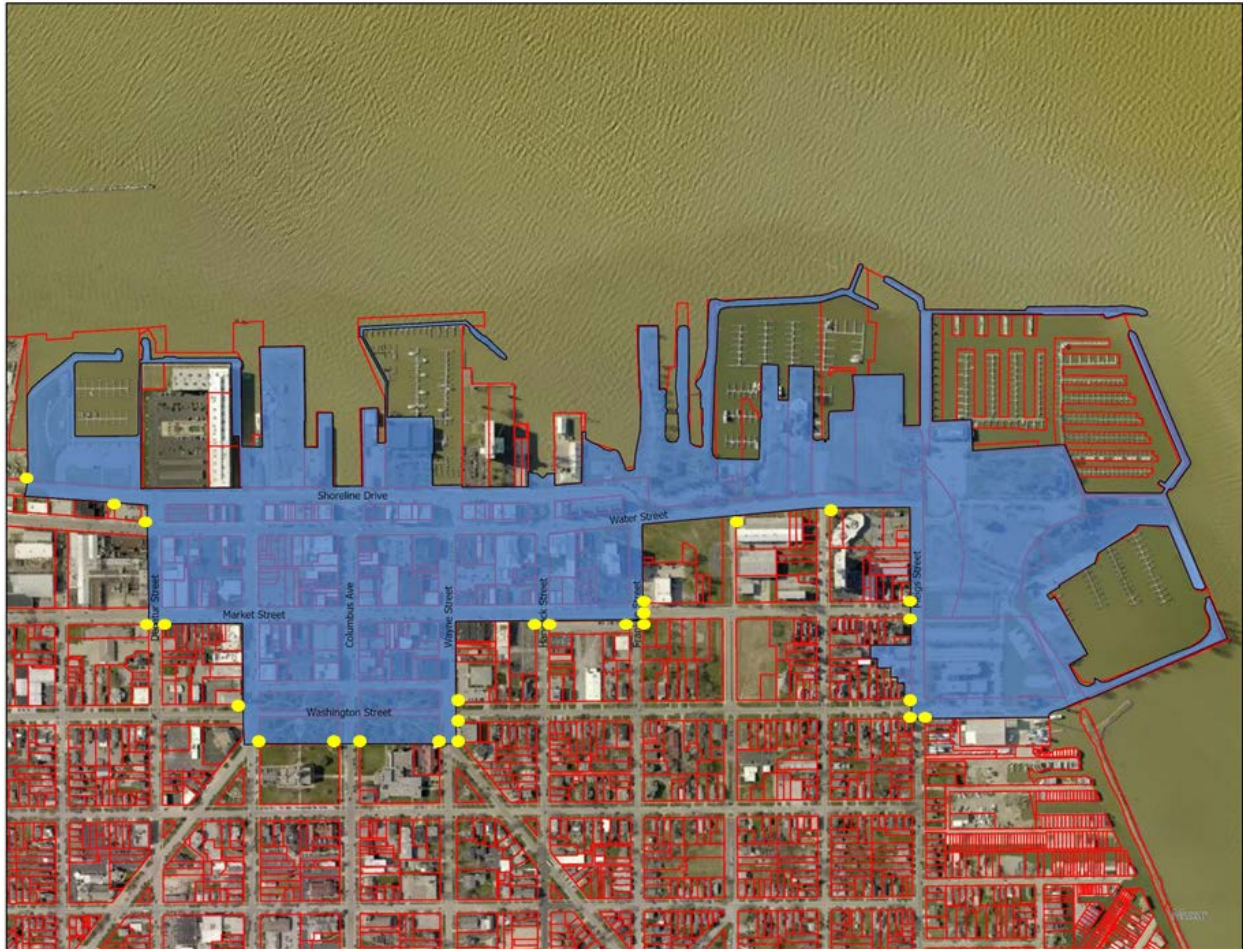


Exhibit "2"