



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
AUGUST 23, 2021 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Naomi Twine
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	N. Twine, M. Meinzer, D. Murray, D. Brady, D. Waddington, W. Poole & B. Harris
APPROVAL OF MINUTES	August 9, 2021
AUDIENCE PARTICIPATION	
SWEARING-IN OF NEW FIRE FIGHTERS	Ashley Howells and Jeremy Adams
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Michelle Reeder, Finance Director

SUBMERGED LANDS LEASE PAYMENT TO OHIO DEPARTMENT OF NATURAL RESOURCES FOR SANDUSKY SAILING CLUB PROPERTY

Budgetary Information: This submerged lands lease is payable by the City of Sandusky as the lease holder. The annual cost for the period of September 1, 2021, to August 31, 2022 is \$18,104.36 and will initially be paid by the city and then reimbursed by the Sandusky Sailing Club pursuant to their lease agreement with the City.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to make payment to the Ohio Department of Natural Resources, Office of Coastal Management, for rental payment on submerged lands lease file no. SUB-0530-ER for the period of September 1, 2021, through August 31, 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Josh Snyder, Public Works Engineer

FIRST & FINAL CHANGE ORDER WITH BURCH HYDRO, INC. FOR THE 2021 WASTE WATER TREATMENT PLANT DIGESTER #1 CLEANOUT PROJECT (DEDUCT)

Budgetary Information: Change Order No. 1 and final is a deduction of \$22,026.20, which will revise the original contract amount from \$43,456.62 to a final of \$21,430.42, and will be a savings to the sewer fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first & final change order for work performed by Burch Hydro, Inc. of Fredericktown, Ohio, for the 2021 Waste Water Treatment Plant Digester #1 cleanout project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Josh Snyder, Public Works Engineer

OHIO PUBLIC WORKS COMMISSION (OPWC) APPLICATION FOR THE PERKINS AVENUE AND 52ND STREET RESURFACING PROJECT

Budgetary Information: The cost of this project, not including the waterline, is estimated to be \$1,155,428 and we are requesting a combination of loan and grant in the total amount of \$487,500, of which \$325,000 would be OPWC grant funds and \$162,500 would be a zero percent OPWC loan. The city's remaining portion of the project (\$667,928) would likely be funded with an Ohio Water Development Authority loan, at ~1.48% interest, to be paid over 30 years, general capital funds and additionally, staff is exploring recently announced "Stimulus" funds instead of using general fund monies. The application will be written to maximize the amount of points received, increasing the possibility of being awarded funding based on the combination of grant/loan money requested.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the submission of an application by the City Manager for financial assistance and to enter into a project agreement with the Ohio Public Works Commission in order to participate in the Ohio Public Works Commission's state capital improvement and/or local transportation improvement programs authorized by Chapter 164 (aid to local government improvements) of the Ohio Revised Code for the Perkins Avenue and 52nd Street resurfacing project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Josh Snyder, Public Works Engineer

OHIO PUBLIC WORKS COMMISSION APPLICATION FOR THE WARREN STREET RECONSTRUCTION PROJECT

Budgetary Information: The cost of this project is estimated to be \$2,381,304.00 and we are requesting a combination of loan and grant in the total amount of \$487,500, of which \$325,000 would be OPWC grant funds and \$162,500 would be a zero percent OPWC loan. The city's total portion of the project, \$1,893,804 would be funded with sewer funds, water funds, stormwater funds, capital projects funds (Issue 8) and we are also seeking various newly announced "Stimulus" funds. The application will be written to maximize the amount of points received, increasing the possibility of being awarded funding based on the combination of grant/loan money requested.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the submission of an application by the City Manager for financial assistance and to enter into a project agreement with the Ohio Public Works Commission in order to participate in the Ohio Public Works Commission's state capital improvement and/or local transportation improvement programs authorized by Chapter 164 (aid to local government improvements) of the Ohio Revised Code for the Perkins Avenue and 52nd street resurfacing project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Kelly Kresser, Interim Commission Clerk

TRANSFER OF LIQUOR PERMIT FOR HURT'S BAR & GRILL, LLC

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

It is requested the Interim Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city does not request a public hearing regarding the transfer of **D2** (*wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*), **D2X** (*grandfathered permit – beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.*) and **D3** (*spirituous liquor for on premises consumption only until 1 a.m.*) liquor permits for from Rich's Bar & Tavern, LLC dba Ole Camp Street Tavern, 1040 Camp Street to Hurt's Bar & Grill, LLC dba Hurt's Bar & Grill.

ITEM F – Submitted by Kelly Kresser, Interim Commission Clerk

TREX LIQUOR PERMIT TRANSFER FROM DOYLESTOWN, OHIO, FOR TAMBO ENTERTAINMENT LLC

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

It is requested the Interim Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city does not request a hearing regarding the Economic Development Transfer (Trex) of **D1** (*Beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.*), **D2** (*Wine and mixed beverages for on premises consumption or in original containers for carryout only until 1 a.m.*) and **D3** (*spirituous liquor for on premises consumption only until 1 a.m.*) from Jon Dic Corp. dba Valley Inn, 15004 North Portage Road, Chippewa Township, Doylestown, Ohio, to Tambo Entertainment, LLC dba Clubhouse No. 3 Sport Social, 220 East Water Street, Sandusky, Ohio.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Michelle Reeder, Finance Director

VARIOUS PURPOSE NOTES

APPROVAL OF FISCAL OFFICER'S CERTIFICATE

Budgetary Information: The various purpose note sale includes renewal of the 2020 series various purpose notes of \$8,070,000 that will mature on October 1, 2021. The city will retire \$780,000 of the 2020 note issuance:

- **\$900,000** (retire \$300,000) for Bayfront Urban Revitalization
- **\$575,000** (retire \$250,000) for the Fire Department Ladder Truck
- **\$100,000** (retire \$100,000) for the Street Department Salt Trucks
- **\$375,000** (retire \$50,000) for the City Hall Relocation Project
- **\$1,850,000** for the design of The Landing Project

- **\$780,000** Jackson Street Pier - Owen Sound Agreement
- **\$1,350,000** (retire \$50,000) for Jackson Street Pier- Mylander Trust
- **\$240,000** (retire \$30,000) for Sandusky Bay Pathway – Wightman Wieber Foundation
- **\$1,900,000** Pathway Design

ORDINANCE NO. _____: It is requested an ordinance be passed providing for the issuance and sale of \$7,290,000 notes, in anticipation of the issuance of bonds, for the purpose of: (1) revitalizing the bayfront urban revitalization area by acquiring, clearing and improving certain properties in that area, undertaking the environmental clean-up and remediation of certain properties in that area, constructing road improvements and related utility and infrastructure improvements in that area, and otherwise improving that area; (2) acquiring a ladder truck for the Fire Department; (3) paying the costs of various improvements for “The Landing” as more further described and approved in Ordinance No. 18-127; (4) paying costs associated with the relocation of City Hall, including, but not limited to, those projects approved by Ordinance No’s. 18-119, 18-128 and 18-129 and Resolution No’s. 025-18R; (5) paying costs of various improvements to Jackson Street Pier; and (6) paying costs of the construction of and various improvements to the Sandusky Bay Pathway; and declaring an emergency.

ITEM #2 – Submitted by Michelle Reeder, Finance Director

PAY REINSTATEMENT TO CURRENT ADMINISTRATIVE EMPLOYEES FOR LOST WAGES IN 2020

Budgetary Information: The amount requested for this pay to administrative employees is \$120,286. This will be paid from the Corona virus relief funds.

ORDINANCE NO. _____: It is requested an ordinance be passed approving pay reinstatement to current administrative employees for lost wages in 2020 due to a forced salary reduction caused by the effects of the coronavirus pandemic; authorizing the Finance Director to expend the necessary funds; 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

CEDAR POINT PARK, LLC DONATION AGREEMENT FOR REAL PROPERTY FOR THE LANDING PROJECT AND SANDUSKY BAY PATHWAY

Budgetary Information: There will be no impact on the city’s general fund. In fact, this will help project costs since the city will not have to pay for acquisition of this property.

ORDINANCE NO. _____: It is requested an ordinance be passed approving a donation agreement with Cedar Point Park LLC relating to certain real property located in the city; 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” 



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: August 10, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an ordinance authorizing payment in the amount of \$18,104.36 to the Ohio Department of Natural Resources (ODNR) for submerged land lease SUB-0530-ER, the Sandusky Sailing Club, for the period of September 1, 2021 to August 31, 2022.

BACKGROUND INFORMATION:

As part of the Lease agreement approved by City Commission in October, 2007, the Sandusky Sailing Club agreed to become a sub-lessee to the City's Submerged Land Lease with respect to their Club grounds and marina basin. ODNR has approved the new metes and bounds description of the property and prepared new Submerged Land Lease and Consent to Sub-Lease documents in 2008.

BUDGETARY INFORMATION:

This submerged land lease is payable by the City of Sandusky as the lease holder. The Sandusky Sailing Club will reimburse the City for the cost of the lease pursuant to their Lease agreement with the City. ODNR does not allow a sub-lease holder to make a Submerged Land Lease payment on the City's behalf.

ACTION REQUIRED:

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

I concur with this recommendation:

Eric Wobser, City Manager

Michelle Reeder, Finance Director

CERTIFICATE OF FUNDS

In the Matter of: Submerged Land Lease- Sandusky Sailing Club

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 # 110-7900-53006

By: _____



Michelle Reeder

Finance Director

Dated: 8/16/2021



Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

August 2, 2021

City of Sandusky
Attn: Megan Stookey, Dept of Public Works
240 Columbus Avenue
Sandusky, Ohio 44870

RE: Lake Erie Submerged Lands Lease File Number SUB-0530-ER

Dear Ms. Stookey:

As requested, enclosed is invoice DNRSL22011 for the annual rent due for the above-referenced Submerged Lands Lease. The invoice is for Lease year 09/01/2021 – 08/31/2022.

Please return page 2 of the enclosed invoices along with payment payable to Ohio Treasurer of State to:

Ohio Department of Natural Resources
Office of Coastal Management
1031 Pierce Street, Suite A
Sandusky, Ohio 44870

Please contact me if you have any questions or need further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Deborah L. Beck".

Deborah L. Beck, P.E.
Assistant Chief
Deborah.Beck@dnr.ohio.gov
(419) 609-4112

Attachments

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

ENGINEERING

AUG 09 2021

CITY OF SANDUSKY

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

Please Remit To:
1031 Pierce St., Ste. A
Sandusky OH 44870

Page: 1
Invoice No: DNRSL22011
Consolidated Invoice No:
Invoice Date: 08/02/2021
Customer Number: SUB-0530-ER001
Payment Terms: NET 30
Due Date: 09/01/2021

Bill To:
City of Sandusky
Megan Stookey, Director of Public Works
240 Columbus Ave
Sandusky OH 44870

AMOUNT DUE: 18,104.36 USD

Make Checks Payable To: Ohio Treasurer of State

Billing Service Period: From 01-SEP-2021 To 31-AUG-2022

For billing questions, please call or email (419) 626-7980

To ensure proper payment processing, please be sure the invoice number is on all payments.

Line	Adj	Identifier	Description	Contract Number	Quantity	UOM	From Date	To Date	Unit Amt	Net Amount
1		SLL LEASE			1.00	EA	09/01/21	08/31/22	18,104.3600	18,104.36
SUBTOTAL:										18,104.36
TOTAL AMOUNT DUE :										18,104.36

Lease Periods: 09/01/2021 - 08/31/2022

Rent for one (1) billing period at \$18,104.36.

Please remit 2nd copy of invoice with your payment.

STANDARD

Original

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE PAYMENT TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), OFFICE OF COASTAL MANAGEMENT FOR RENTAL PAYMENT ON SUBMERGED LANDS LEASE FILE NO. SUB-0530-ER FOR THE PERIOD OF SEPTEMBER 1, 2021, THROUGH AUGUST 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized a replacement Submerged Lands Lease with the Ohio Department of Natural Resources, a Sublease Agreement with the Sandusky Sailing Club, Inc., a Consent to Sublease with the Ohio Department of Natural Resources and the Sandusky Sailing Club, Inc, and an Agreement to provide scholarships for sailing programs and related activities for low income children and families by Ordinance Nos. 08-079, 08-080 and 08-081, passed on August 25, 2008; and

WHEREAS, the City of Sandusky is the Lessee of Submerged Lands Lease, File No. SUB-0530-ER, for the submerged land which is part of the Sandusky Sailing Club and as the Lessee, is responsible for all terms and conditions contained in the Submerged Lands Lease, including any annual rent; and

WHEREAS, as part of the Sublease Agreement with the Sandusky Sailing Club, the cost for the annual Submerged Lands Lease rental payment is to be reimbursed by the Sandusky Sailing Club to the City; and

WHEREAS, the total cost for Submerged Lands Lease File No. SUB-0530-ER, as reflected on the current unpaid invoice is \$18,104.36 and will initially be paid by the City and then reimbursed by the Sandusky Sailing Club in accordance with their Agreement with the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner and prior to the due date of September 1, 2021; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to make payment to the Treasurer of the State of Ohio as requested by the Ohio Department of Natural Resources (ODNR), Office of Coastal Management, Sandusky, Ohio, for rental payment for Submerged Lands Lease File No. SUB-0530-ER, for the period September 1, 2021, through August 31, 2022, in an amount **not to exceed** Eighteen Thousand One Hundred Four and 36/100 Dollars (\$18,104.36), consistent with the invoice submitted to the City.

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

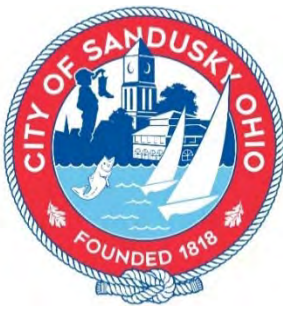
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 23, 2021



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: August 11, 2021

Subject: Commission Agenda Item Change order #1 and Final on the 2021 Waste Water Treatment Plant (WWTP) Digester #1 Cleanout Project

ITEM FOR CONSIDERATION: Requesting legislation approving Change Order No. 1 & Final for the WWTP Digester #1 Cleanout Project.

BACKGROUND INFORMATION: This project was awarded to Burch Hydro Inc. of Fredricktown, OH, at the July 12, 2021 city commission meeting per ordinance 21-109 in the amount of \$43,456.62.

This project provided for the removal and cleanout of built up sludge from Primary Digester #1, a critical component in the waste water (aka sewer) treatment process.

Change Order No. 1 and Final, is a deduction in the amount of \$22,026.20, represents the contractual amount for unperformed "Contingency items" and "Alternate Bid items" awarded, as the sludge material was able to be transferred and processed within the plant and did not need hauled away or disposed of otherwise. See attached pay app #1 & Final as a summary sheet of all quantities and differences between bid and actual quantities.

BUDGETARY INFORMATION: Change Order No. 1 and final is a deduction of \$22,026.20, which will revise the original contract amount from \$43,456.62 to a final of \$21,430.42, and will be a savings to the Sewer Fund.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 and Final for a reduction in work quantities for the WWTP Digester Cleanout Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for labor performed and equipment utilized and to close out the completed project.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Interim Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

BEFORE:



AFTER:



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY BURCH HYDRO INC. OF FREDERICKTOWN, OHIO, FOR THE 2021 WASTEWATER TREATMENT PLANT (WWTP) DIGESTER #1 CLEANOUT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Treatment Plant generates biosolids called sludge cake, along with other dewatered and compressed solid byproducts, during daily operations and these byproducts build up inside the Digesters which break down the waste; and

WHEREAS, the 2021 WWTP Digester #1 Cleanout Project provides for preventative maintenance and involves the removal of Class B Biosolids (sludge cake) and dewatered combined material from the #1 Digester at the Wastewater Treatment Plant and cleaning of the Digester and additionally includes an alternate bid for the disposal of sludge material to the Erie County landfill in accordance with environmental regulations, in the event that some of the material cannot be disposed of at the Wastewater Treatment Plant; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the 2021 WWTP Digester #1 Cleanout Project by Resolution No. 005-21R, passed on March 8, 2021; and

WHEREAS, this City Commission approved the awarding of the contract to Burch Hydro Inc. of Fredericktown, Ohio, for work to be performed for the 2021 WWTP Digester #1 Cleanout Project by Ordinance No. 21-109, passed on July 12, 2021; and

WHEREAS, this First & Final Change Order reflects the deduction of the alternate bid to dispose of the sludge material that was able to be transferred and processed within the plant instead of hauled away and disposed of by contractor and the unused contingency amount; and

WHEREAS, the original contract with Burch Hydro Inc. of Fredericktown, Ohio, was \$43,456.62, and with the **deduction** of this First & Final Change Order in the amount of \$22,026.20, the final contract cost is \$21,430.42 which will be a savings to the 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 make final payment to the contractor for work already performed and equipment utilized and to close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the 2021 WWTP Digester #1 Cleanout Project and to **deduct** from the contract amount the sum of Twenty Two Thousand Twenty Six and 20/100 Dollars (\$22,026.20) resulting in the final contract cost of Twenty One Thousand Four Hundred Thirty and 42/100 Dollars (\$21,430.42) with Burch Hydro Inc. of Fredericktown, Ohio.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 23, 2021



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: August 11, 2021

Subject: **Commission Agenda Item –OPWC Application, Round 36
Perkins Avenue and 52nd St. Resurfacing Project**

ITEM FOR CONSIDERATION: A Resolution approving the submission of one application to participate in the Ohio Public Works Commission (OPWC) Round 36 State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP) and to execute contracts as required. The application is for Perkins Avenue from 340' East of 52nd St. to 600' West of Mills St. Work is slated to also include 52nd from Perkins to Milan Rd. This project is in conjunction with waterline replacements on these 2 roadways also. This grant application will not be for the water utility portion of work.

BACKGROUND INFORMATION: The 2015 TransMap Pavement Condition Study rated sections of Perkins Avenue roadway from 52nd to Old Railroad having had low PCI ratings of 43 (poor), between Camp and Shelby; to a high PCI rating of 84 (Satisfactory) between Stahlwood Dr. and Karl Ann Dr. Extrapolating those numbers into 2021 numbers based on normal pavement deterioration yields PCI's of 18 (very poor), between Camp and Shelby; to a high PCI rating of 60 (fair) along the same segments. Signals and poles along this corridor were upgraded in 2017. Erie County resurfaced the Southern half of Perkins Avenue in 2019, with the City waiting until the water line was replaced. Perkins Avenue is commonly known as one of the highest traffic volume East-West Arterial roadways in the County, with a segment of it exceeding 23,000 vehicles per day. The last resurfacing of this roadway was in 2003, making this pavement 18 years old.

Work included in this project is resurfacing and some reconstruction of the pavement, the addition of a new water line, some new curbs, and sidewalks. Design began in April of 2021, with completion anticipated in early 2022.

BUDGETARY INFORMATION: There is no cost to submit the application. Notification of award would be in December 2021. If awarded, the project would be constructed during the second half of 2022, since funds would not become available until July. If awarded, any matching funds required would be incorporated into the 2022 budget. The cost of this project, not including the waterline, is estimated to be \$1,155,428 and we are requesting a combination of loan and grant in the total amount of \$487,500, of which \$325,000 would be OPWC grant funds and \$162,500 would be a 0% OPWC loan. The City's remaining portion of the project, \$667,928.00 would likely be funded with an Ohio Water Development Authority (OWDA) loan, at ~1.48% interest, to be paid over 30 years, General Capital funds and additionally, staff is exploring recently announced "Stimulus" funds instead of using general fund

monies. The application will be written to maximize the amount of points received, increasing the possibility of being awarded funding based on the combination of grant/loan money requested.

ACTION REQUESTED: It is recommended that the authorization for preparation and submittal for OPWC Round 36 applications be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to submit this application package to an OPWC representative as soon as possible as the application is due to the County on September 10, 2021.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

cc: K. Kresser, Interim Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION BY THE CITY MANAGER FOR FINANCIAL ASSISTANCE AND TO ENTER INTO A PROJECT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION IN ORDER TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AUTHORIZED BY CHAPTER 164 (AID TO LOCAL GOVERNMENT IMPROVEMENTS) OF THE OHIO REVISED CODE FOR THE PERKINS AVENUE AND 52ND STREET RESURFACING PROJECT; AND DECLARING THAT THIS RESOLUTION TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the 2015 TransMap Pavement Condition Study rated sections of Perkins Avenue roadway from 52nd Street to Old Railroad low PCI ratings of 43 (poor), between Camp and Shelby; to a high PCI rating of 84 (Satisfactory) between Stahlwood Drive and Karl Ann Drive and the updated 2021 numbers based on normal pavement deterioration yields PCI's of 18 (very poor), between Camp and Shelby; to a high PCI rating of 60 (fair) along the same segments; and

WHEREAS, the proposed Perkins Avenue and 52nd Street Resurfacing Project involves resurfacing and some reconstruction of pavement on Perkins Avenue from 340 feet east of 52nd Street to 600 feet west of Mills Street and 52nd Street from Perkins Avenue to Milan Road and includes new curbs and sidewalks where needed and is in conjunction with waterline replacements on both of these roadways; and

WHEREAS, the estimated cost for the Perkins Avenue and 52nd Street Resurfacing Project is \$1,155,428.00 and the City is requesting a combination of loan and grant funds in the amount of \$487,500.00 and if awarded, the City's portion of the project will be \$667,928.00 and will potential be paid with an Ohio Water Development Authority (OWDA) loan, General Capital Funds, and possibly newly announced "Stimulus" funds; and

WHEREAS, a certified copy of the legislation approving the project is required by the governing body of the applicant; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application package and Resolution to the Ohio Public Works Committee by the deadline of September 10, 2021; and

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

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

Section 1. This City Commission hereby approves the submission of an

application for financial assistance with the Ohio Public Works Commission's State Capital Improvement and/or Local Transportation Improvement Programs as provided in Chapter 164 of the Ohio Revised Code for the Perkins Avenue and 52nd Street Resurfacing Project, authorizes and directs the City Manager to file the application for assistance and authorizes and directs the City Manager and/or Finance Director to provide any necessary information and assurances and to execute appropriate project agreements if assistance is awarded by the Ohio Public Works Commission.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 23, 2021



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: August 11, 2021

**Subject: Commission Agenda Item –OPWC Application, Round 36
Warren Street Reconstruction Project**

ITEM FOR CONSIDERATION: A Resolution approving the submission of one application to participate in the Ohio Public Works Commission (OPWC) Round 36 State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP) and to execute contracts as required. The application is for Warren Street Reconstruction work from Water St. to Monroe Street.

BACKGROUND INFORMATION: The 2015 TransMap Pavement Condition Study rated sections of Warren Street roadway from Washington to Jefferson a low PCI rating of 0 (very poor) to a high PCI rating of 43 (Poor) between E. Monroe St. and E. Madison St. Extrapolating those numbers into 2021 numbers based on normal pavement deterioration yields PCI's of 4 (very poor, but improved due to segments of patch-paving) up to 19 (poor) along the same segments.

Work included in this project is full depth reconstruction of the pavement, the addition of a separate storm sewer, a new water line, curbs, signal upgrades at the Monroe/Huron/Warren intersection, a shared-use path and sidewalk repairs. On-street parking along each block will be included also. In efforts to fund this project for a north-south collector street, the Public works Department is continuing pursuit of additional funding opportunities, including CDBG. ODOT funding for this route is not available.

The City applied for these same grant monies in 2021, but was unsuccessful on obtaining them.

BUDGETARY INFORMATION: There is no cost to submit the application. Notification of award would be in December 2021. If awarded, the project would be constructed during the second half of 2022, since funds would not become available until July. If awarded, any matching funds required would be incorporated into the 2022 budget. The cost of this project is estimated to be \$2,381,304.00 and we are requesting a combination of loan and grant in the total amount of \$487,500, of which \$325,000 would be OPWC grant funds and \$162,500 would be a 0% OPWC loan. The City's total portion of the project, \$1,893,804 would be funded with Sewer Funds, Water Funds, Stormwater Funds, Capital Projects Funds (Issue 8) and we are also seeking various newly announced "Stimulus" funds. The application will be written to maximize the amount of points received, increasing the possibility of being awarded funding based on the combination of grant/loan money requested.

ACTION REQUESTED: It is recommended that the authorization for preparation and submittal for OPWC Round 36 applications be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to submit this application package to an OPWC representative as soon as possible as grant submittal is due to the County selection committee on September 10, 2021.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

cc: K. Kresser, Interm Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION BY THE CITY MANAGER FOR FINANCIAL ASSISTANCE AND TO ENTER INTO A PROJECT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION IN ORDER TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AUTHORIZED BY CHAPTER 164 (AID TO LOCAL GOVERNMENT IMPROVEMENTS) OF THE OHIO REVISED CODE FOR THE WARREN STREET RECONSTRUCTION PROJECT; AND DECLARING THAT THIS RESOLUTION TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the 2015 TransMap Pavement Condition Study rated sections of Warren Street roadway from Washington Street to Jefferson Street a low PCI rating of 0 (very poor) to a high PCI rating of 43 (Poor) between E. Monroe Street and E. Madison Street and the updated 2021 numbers based on normal pavement deterioration yields PCI's of 4 (very poor, but improved due to segments of patch-paving) up to 19 (poor) along the same segments; and

WHEREAS, the proposed Warren Street Reconstruction Project involves full depth reconstruction of the pavement, the addition of a separate storm sewer, a new water line, curbs, signal upgrades at the Monroe/Huron/Warren intersection, a shared-use path and sidewalk repairs as well as on-street parking along each block; and

WHEREAS, the estimated cost for the Warren Street Reconstruction Project is \$2,381,304.00 and the City is requesting a combination of loan and grant funds in the amount of \$487,500.00 and if awarded, the City's portion of the project will be \$1,893,804.00 and will paid with Sewer Funds, Water Funds, Stormwater Funds, Capital Funds (Issue 8) and possibly newly announced "Stimulus" funds; and

WHEREAS, a certified copy of the legislation approving the project is required by the governing body of the applicant; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application package and Resolution to the Ohio Public Works Committee by the deadline of September 10, 2021; and

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

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

Section 1. This City Commission hereby approves the submission of an application for financial assistance with the Ohio Public Works Commission's State

Capital Improvement and/or Local Transportation Improvement Programs as provided in Chapter 164 of the Ohio Revised Code for the Warren Street Reconstruction Project, authorizes and directs the City Manager to file the application for assistance and authorizes and directs the City Manager and/or Finance Director to provide any necessary information and assurances and to execute appropriate project agreements if assistance is awarded by the Ohio Public Works Commission.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 23, 2021

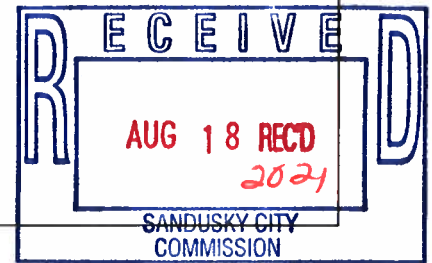
NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

4090541		TRFO		HURTS BAR & GRILL LLC DBA HURTS BAR & GRILL 1ST FL & BSMT & PATIO 1040 CAMP ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
02	01	2021		
ISSUE DATE				
08	10	2021		
FILING DATE				
D2 D2X D3		PERMIT CLASSES		
22	077	B	F25826	
TAX DISTRICT		RECEIPT NO.		

FROM 08/12/2021



7538854				RICHS BAR AND TAVERN LLC DBA OLE CAMP STREET TAVERN 1ST FL & BSMT & PATIO 1040 CAMP ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
02	01	2021		
ISSUE DATE				
08	10	2021		
FILING DATE				
D2 D2X D3		PERMIT CLASSES		
22	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 08/12/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 09/13/2021

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 4090541

(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

From: [Jim Green](#)
To: [Commission Clerk](#); [Jonathan Holody](#); [Jared Oliver](#)
Cc: [Eric Wobser](#); [Leslie Mesenburg](#); [Paige Doster](#)
Subject: RE: Liquor Permits
Date: Thursday, August 19, 2021 10:56:26 AM
Attachments: [image002.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

No issues with Fire.

From: Commission Clerk
Sent: Wednesday, August 18, 2021 6:19 PM
To: Jonathan Holody <jholody@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>; Jim Green <jgreen@ci.sandusky.oh.us>
Cc: Eric Wobser <EWobser@ci.sandusky.oh.us>; Leslie Mesenburg <lmesenburg@ci.sandusky.oh.us>; Paige Doster <pdoster@ci.sandusky.oh.us>
Subject: Liquor Permits
Importance: High

The attached notices from the Ohio Division of Liquor Control were received and opened today. Our responses are due back by September 13 which is the day of the next City Commission meeting.

In the interest of time - and to ensure they are returned to the Division in a timely fashion - I would like to get these on Monday's upcoming City Commission Agenda (8.23.21).

Please send your comments regarding these notices, as follows, at your earliest convenience:

FROM:

Jon Dic Corp. dba Valley Inn
15004 North Portage Road
Chippewa Township
Doylestown, OH 44230

TO:

Tambo Entertainment, LLC dba Clubhouse No. 3 Sport Social
220 East Water Street
Sandusky, OH 44870

TREX - ECONOMIC DEVELOPMENT TRANSFER

D1 (Beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.), **D2** (Wine and mixed beverages for on premises consumption or in original containers for carryout only until 1 a.m.) and **D3** (spirituous liquor for on premises consumption only until 1 a.m.)

FROM:

Rich's Bar & Tavern, LLC dba Ole Camp Street Tavern
1040 Camp Street
Sandusky, OH

TO:

Hurt's Bar & Grill, LLC dba Hurt's Bar & Grill
1040 Camp Street
Sandusky, OH 44870

Transfer of **D2** (*wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*), **D2X** (*grandfathered permit – beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.*) and **D3** (*spirituous liquor for on premises consumption only until 1 a.m.*)



Kelly L. Kresser, CMC | Interim City Commission Clerk

SANDUSKY CITY COMMISSION

240 Columbus Avenue | Sandusky, OH 44870

T: 419.627.5850

www.ci.sandusky.oh.us



From: [Jared Oliver](#)
To: [Commission Clerk](#); [Jonathan Holody](#); [Jim Green](#)
Cc: [Eric Wobser](#); [Leslie Mesenburg](#); [Paige Doster](#)
Subject: RE: Liquor Permits
Date: Thursday, August 19, 2021 8:44:20 AM
Attachments: [image002.png](#)
[image004.png](#)
[image005.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)

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: Commission Clerk <CommissionClerk@ci.sandusky.oh.us>
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TO:

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SANDUSKY CITY COMMISSION

240 Columbus Avenue | Sandusky, OH 44870

T: 419.627.5850

www.ci.sandusky.oh.us



From: [Jonathan Holody](#)
To: [Commission Clerk](#)
Cc: [Paige Doster](#)
Subject: RE: Liquor Permits
Date: Thursday, August 19, 2021 9:59:26 AM
Attachments: [image002.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

There are no concerns or objections from the Community Development Department.

Thanks,

Jonathan

From: Commission Clerk <CommissionClerk@ci.sandusky.oh.us>
Sent: Wednesday, August 18, 2021 6:19 PM
To: Jonathan Holody <jholody@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>; Jim Green <jgreen@ci.sandusky.oh.us>
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Sandusky, OH 44870

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SANDUSKY CITY COMMISSION

240 Columbus Avenue | Sandusky, OH 44870

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NOTICE TO LEGISLATIVE
AUTHORITY

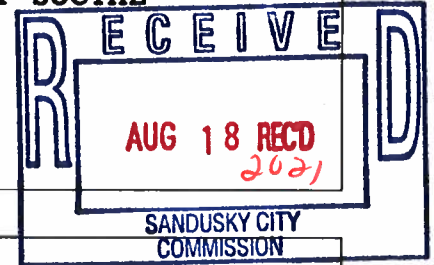
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

8782222	PERMIT NUMBER	TREX	TYPE	TAMBO ENTERTAINMENT LLC DBA CLUBHOUSE NO 3 SPORT SOCIAL 220 E WATER ST SANDUSKY OH 44870
02 01 2021	ISSUE DATE			
08 11 2021	FILING DATE			
D1 D2 D3	PERMIT CLASSES			
22 077 B	TAX DISTRICT	F25840	RECEIPT NO.	

FROM 08/13/2021

4345728	PERMIT NUMBER		TYPE	JON DIC CORP DBA VALLEY INN 15004 N PORTAGE RD CHIPPEWA TWP DOYLESTOWN OHIO 44230
02 01 2021	ISSUE DATE			
08 11 2021	FILING DATE			
D1 D2 D3	PERMIT CLASSES			
85 908	TAX DISTRICT		RECEIPT NO.	



MAILED 08/13/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 09/13/2021

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 TREX 8782222

(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

From: [Jim Green](#)
To: [Commission Clerk](#); [Jonathan Holody](#); [Jared Oliver](#)
Cc: [Eric Wobser](#); [Leslie Mesenburg](#); [Paige Doster](#)
Subject: RE: Liquor Permits
Date: Thursday, August 19, 2021 10:56:26 AM
Attachments: [image002.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

No issues with Fire.

From: Commission Clerk
Sent: Wednesday, August 18, 2021 6:19 PM
To: Jonathan Holody <jholody@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>; Jim Green <jgreen@ci.sandusky.oh.us>
Cc: Eric Wobser <EWobser@ci.sandusky.oh.us>; Leslie Mesenburg <lmesenburg@ci.sandusky.oh.us>; Paige Doster <pdoster@ci.sandusky.oh.us>
Subject: Liquor Permits
Importance: High

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Jon Dic Corp. dba Valley Inn
15004 North Portage Road
Chippewa Township
Doylestown, OH 44230

TO:

Tambo Entertainment, LLC dba Clubhouse No. 3 Sport Social
220 East Water Street
Sandusky, OH 44870

TREX - ECONOMIC DEVELOPMENT TRANSFER

D1 (Beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.), **D2** (Wine and mixed beverages for on premises consumption or in original containers for carryout only until 1 a.m.) and **D3** (spirituous liquor for on premises consumption only until 1 a.m.)

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1040 Camp Street
Sandusky, OH

TO:

Hurt's Bar & Grill, LLC dba Hurt's Bar & Grill
1040 Camp Street
Sandusky, OH 44870

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Kelly L. Kresser, CMC | Interim City Commission Clerk

SANDUSKY CITY COMMISSION

240 Columbus Avenue | Sandusky, OH 44870

T: 419.627.5850

www.ci.sandusky.oh.us



From: [Jared Oliver](#)
To: [Commission Clerk](#); [Jonathan Holody](#); [Jim Green](#)
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[image010.png](#)

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
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SANDUSKY CITY COMMISSION

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From: [Jonathan Holody](#)
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Attachments: [image002.png](#)
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There are no concerns or objections from the Community Development Department.

Thanks,

Jonathan

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Sent: Wednesday, August 18, 2021 6:19 PM
To: Jonathan Holody <jholody@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>; Jim Green <jgreen@ci.sandusky.oh.us>
Cc: Eric Wobser <EWobser@ci.sandusky.oh.us>; Leslie Mesenburg <lmesenburg@ci.sandusky.oh.us>; Paige Doster <pdoster@ci.sandusky.oh.us>
Subject: Liquor Permits
Importance: High

The attached notices from the Ohio Division of Liquor Control were received and opened today. Our responses are due back by September 13 which is the day of the next City Commission meeting.

In the interest of time - and to ensure they are returned to the Division in a timely fashion - I would like to get these on Monday's upcoming City Commission Agenda (8.23.21).

Please send your comments regarding these notices, as follows, at your earliest convenience:

FROM:

Jon Dic Corp. dba Valley Inn
15004 North Portage Road
Chippewa Township
Doylestown, OH 44230

TO:

Tambo Entertainment, LLC dba Clubhouse No. 3 Sport Social
220 East Water Street
Sandusky, OH 44870

TREX - ECONOMIC DEVELOPMENT TRANSFER

D1 (Beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.), **D2** (Wine and mixed beverages for on premises consumption or in original containers for carryout only until 1 a.m.) and **D3** (spirituous liquor for on premises consumption only until 1 a.m.)

FROM:

Rich's Bar & Tavern, LLC dba Ole Camp Street Tavern
1040 Camp Street
Sandusky, OH

TO:

Hurt's Bar & Grill, LLC dba Hurt's Bar & Grill
1040 Camp Street
Sandusky, OH 44870

Transfer of **D2** (*wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*), **D2X** (*grandfathered permit – beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.*) and **D3** (*spirituous liquor for on premises consumption only until 1 a.m.*)



Kelly L. Kresser, CMC | Interim City Commission Clerk

SANDUSKY CITY COMMISSION

240 Columbus Avenue | Sandusky, OH 44870

T: 419.627.5850

www.ci.sandusky.oh.us





FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5776
www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: August 11, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an Ordinance and Fiscal Officer's Certificate for the issuance and sale of up to \$7,290,000 in Various Purpose Improvement Notes.

BUDGETARY INFORMATION:

This various purpose note sale includes renewal of the 2020 Series Various Purpose Notes of \$8,070,000 that will mature on October 1, 2021. We will retire \$780,000 of the 2020 Note Issuance:

- **\$900,000** (retire \$300,000) for Bay Front Urban Revitalization
- **\$575,000** (retire \$250,000) for the Fire Department Ladder Truck
- **\$100,000** (retire \$100,000) for the Street Department Salt Trucks
- **\$375,000** (retire \$50,000) for the City Hall Relocation Project
- **\$1,850,000** for the design of The Landing Project
- **\$780,000** Jackson Street Pier- Owen Sound Agreement
- **\$1,350,000** (retire \$50,000) for Jackson Street Pier- Mylander Trust
- **\$240,000** (retire \$30,000) for Sandusky Bay Pathway- Wightman Wieber Foundation
- **\$1,900,000** Pathway Design

ACTION REQUESTED:

It is requested that the City Commission accept the Fiscal Officer's Certificate and approve the ordinances in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is to allow the City adequate time to find a buyer of the new notes prior to the maturity of the current notes on October 1, 2021.

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

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

CC: Eric Wobser City Manager, Brendan Heil Law Director

FISCAL OFFICER'S CERTIFICATE

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


As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of \$7,290,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of: for the purpose of: (1) revitalizing the Bayfront Urban Revitalization area by acquiring, clearing and improving certain properties in that area, undertaking the environmental clean-up and remediation of certain properties in that area, constructing road improvements and related utility and infrastructure improvements in that area, and otherwise improving that area; (2) acquiring a ladder truck for the Fire Department; (3) paying the costs of various improvements for "the Landing" as more further described and approved in Ordinance No. 18-127; (4) paying costs associated with the relocation of City Hall, including, but not limited to, those projects approved by Ordinance Numbers 18-119, 18-128 and 18-129 and Resolution Number 025-18R; (5) paying costs of various improvements to Jackson Street Pier; and (6) paying costs of the construction of and various improvements to the Sandusky Bay Pathway (collectively, the improvement), that:

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

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

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

Dated: August 16, 2021



Finance Director
City of Sandusky, Ohio

City of Sandusky, Ohio
Various Purpose Improvement Notes, Series 2021

Project No.	Date of Original Issue	Purpose	Amount of Original Issue	2021 Principal Amount	Maximum Bond Maturity	Original Maximum Bond Maturity	Maximum Note Maturity
1	06/28/2004	Bayfront Urban Revitalization	\$2,700,000	\$600,000	12 years	25 years	June 28, 2024
2	10/05/2016	Ladder Truck	\$1,200,000	\$ 325,000	9 years	10 years	October 5, 2031
3	10/03/2018	"The Landing" Improvements	\$2,000,000	\$1,850,000	20 years	20 years	October 3, 2038
4	10/03/2018	City Hall Relocation	\$ 546,000	\$ 325,000	10 years	15 years	October 3, 2033
5	10/01/2020	Jackson Street Pier	\$2,130,000	\$2,080,000	25 years	25 years	October 1, 2040
6	10/01/2020	Pathway	\$2,140,000	\$2,110,000	20 years	20 years	October 1, 2040

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$7,290,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF: (1) REVITALIZING THE BAYFRONT URBAN REVITALIZATION AREA BY ACQUIRING, CLEARING AND IMPROVING CERTAIN PROPERTIES IN THAT AREA, UNDERTAKING THE ENVIRONMENTAL CLEAN-UP AND REMEDIATION OF CERTAIN PROPERTIES IN THAT AREA, CONSTRUCTING ROAD IMPROVEMENTS AND RELATED UTILITY AND INFRASTRUCTURE IMPROVEMENTS IN THAT AREA, AND OTHERWISE IMPROVING THAT AREA; (2) ACQUIRING A LADDER TRUCK FOR THE FIRE DEPARTMENT; (3) PAYING THE COSTS OF VARIOUS IMPROVEMENTS FOR “THE LANDING” AS MORE FURTHER DESCRIBED AND APPROVED IN ORDINANCE NO. 18-127; (4) PAYING COSTS ASSOCIATED WITH THE RELOCATION OF CITY HALL, INCLUDING, BUT NOT LIMITED TO, THOSE PROJECTS APPROVED BY ORDINANCE NUMBERS 18-119, 18-128 AND 18-129 AND RESOLUTION NUMBER 025-18R; (5) PAYING COSTS OF VARIOUS IMPROVEMENTS TO JACKSON STREET PIER; AND (6) PAYING COSTS OF THE CONSTRUCTION OF AND VARIOUS IMPROVEMENTS TO THE SANDUSKY BAY PATHWAY; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance Nos. 20-121, 20-122, and 20-123 each passed August 24, 2020, notes in anticipation of the issuance of bonds were issued to pay costs of the following improvements:

(i) \$900,000 principal amount of notes were issued for the purpose of revitalizing the Bayfront Urban Revitalization Area by acquiring, clearing and improving certain properties in that Area, undertaking the environmental clean-up and remediation of certain properties in that Area, constructing road improvements and related utility and infrastructure improvements in that Area, and otherwise improving that Area (Project No. 1), in accordance with the Urban Renewal Plan, the Act, the Grant (as such terms are defined in Ordinance No. 09-073 passed on September 14, 2009) and Section 20 of Article VIII of the Ohio Constitution; and

(ii) \$575,000 principal amount of notes were issued for the purpose of acquiring a ladder truck for the Fire Department (Project No. 2); and

(iii) \$1,850,000 principal amount of notes were issued for the purpose of purpose of paying the costs of various improvements for “the Landing” as more further described and approved in Ordinance No. 18-127 (Project No. 3); and

(iv) \$375,000 principal amount of notes were issued for the purpose of paying costs associated with the relocation of City Hall, including, but not limited to, those projects approved by Ordinance numbers 18-119, 18-128 and 18-129 and Resolution Number 025-18R (Project No. 4); and

(v) \$2,130,000 principal amount of notes were issued for the purpose of paying costs of various improvements to Jackson Street Pier (Project No. 5); and

(vi) \$2,140,000 principal amount of notes were issued for the purpose of paying costs of the construction of and various improvements to the Sandusky Bay Pathway (Project No. 6); and

(vii) \$100,000 principal amount of notes were issued for the purpose of acquiring salt trucks for the Street Department (Project No. 7); and

WHEREAS, the notes issued in the anticipation of bonds for Project No. 1, Project No. 2, Project No. 3, Project No. 4, Project No. 5, Project No. 6 and Project No. 7 were issued as part of a consolidated issue, dated October 1, 2020 and maturing on October 1, 2021, in the aggregate principal amount of \$8,070,000, pursuant to Section 133.30(B) of the Revised Code (that consolidated issue hereinafter referred to as the “Outstanding Notes”); and

WHEREAS, this City Commission finds and determines that the City should retire \$780,000 aggregate principal amount of the Outstanding Notes with funds available to the City, for internal accounting purposes attributed to each project as follows: Project No. 1, \$300,000; Project No. 2, \$250,000; Project No. 4, \$50,000; Project No. 5, \$50,000; Project No. 6, \$30,000; and Project No. 7 in full, \$100,000; and

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

<u>Project No.</u>	<u>Principal Amount</u>
1 (Bayfront Urban Revitalization)	\$600,000
2 (Ladder Truck)	325,000
3 (“The Landing” Improvements)	1,850,000
4 (City Hall Relocation)	325,000
5 (Jackson Street Pier)	2,080,000
6 (Pathway)	2,110,000

WHEREAS, the Director of Finance, as fiscal officer of this City, has certified to this City Commission that the estimated life or period of usefulness of each of Projects 1 through 6 is at least five years, and that the estimated maximum maturity of the bonds for each Project and the maximum maturity of the notes for each Project, to be issued in anticipation of the bonds, are as follows; and

<u>Project No.</u>	<u>Maximum Maturity of Bonds - years</u>	<u>Maximum Maturity of Notes</u>
1 (Bayfront Urban Revitalization)	12	June 28, 2024
2 (Ladder Truck)	9	October 5, 2031
3 (“The Landing” Improvements)	20	October 3, 2038
4 (City Hall Relocation)	10	October 3, 2033
5 (Jackson Street Pier)	25	October 1, 2040
6 (Pathway)	20	October 1, 2040

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

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$7,290,000 (the Bonds) for the purpose of Project No. 1, Project No. 2, Project No. 3, Project No. 4, Project No. 5 and Project No. 6.

Section 2. The Bonds shall be dated approximately October 1, 2022, shall bear interest at the now estimated rate of 5.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2022, until the principal amount is paid, and are estimated to mature in twenty annual principal installments each of which installment represents the aggregate of all principal payments for that year as if a separate issue of bonds were issued for each Project with the following number of principal installments for each Project, with principal installments on each separate issue being in such amounts that the total principal and interest payments on that issue in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year:

<u>Project No.</u>	<u>Number of Principal Installments</u>
1 (Bayfront Urban Revitalization)	12
2 (Ladder Truck)	9
3 (“The Landing” Improvements)	20

4 (City Hall Relocation)	10
5 (Jackson Street Pier)	25
6 (Pathway)	20

The first principal installment is estimated to be made on December 1, 2022.

Section 3. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount of \$7,290,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the City, the Outstanding Notes (as defined in the preambles hereto). The Notes shall bear interest at a rate not exceeding 4.5% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than five months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City’s paying agent, at the St. Paul, Minnesota corporate trust office or other designated office of U.S. Bank National Association, or at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser.

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

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be

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

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

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

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

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

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

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

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

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

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

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

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

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

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

private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code to the extent that the amount of the refunding obligations does not exceed the outstanding principal amount of the refunded obligations) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations.”

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

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

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

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

Section 12. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director. In rendering those financial advisory services, as an independent contractor and in a financial advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 13. If, in the judgment of the Finance Director, the filing of an application for a rating on the Notes by one or more nationally recognized rating agencies is in the best interest of and financially advantageous to this City, the Finance Director is authorized to prepare and submit such application, to provide to each such agency such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating, from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. Any actions heretofore taken in conformance herewith are hereby ratified, confirmed and approved.

The expenditure of the amounts necessary to secure those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Finance Director is authorized to provide for the payment of any

such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 14. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance to the County Auditor.

Section 15. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

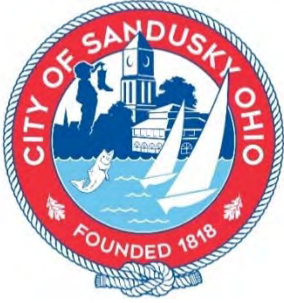
Section 16. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 17. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 23, 2021



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: August 12, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Requesting City Commission to approve legislation to authorize payment to current administrative employees who lost wages in 2020 due to a forced salary reduction. Due to the effects of the Coronavirus pandemic, the Administration was proactive in 2020 and reduced administrative salary expenses. Effective with the April 24, 2020 pay date, administrative employees with an annual salary below \$70,000 received a 5% wage reduction and employees with an annual salary above \$70,000 had a 10% wage reduction through the remaining pay dates in 2020. The wage reduction ceased in 2021.

BUDGETARY INFORMATION:

The amount requested for this pay to administrative employees is \$120,286. This will be paid from the Corona virus relief funds.

ACTION REQUESTED:

It is requested that the City Commission approve the legislation in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action will allow for the affected employees to receive this pay on their August 26, 2021 paycheck.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

CC: Eric Wobser City Manager, Brendan Heil Law Director

CERTIFICATE OF FUNDS

In the Matter of: Administrative Pay reinstatement

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 # 240-4010-51001 – 240-7900-51001

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/16/2021

ORDINANCE NO. _____

AN ORDINANCE APPROVING PAY REINSTATEMENT TO CURRENT ADMINISTRATIVE EMPLOYEES FOR LOST WAGES IN 2020 DUE TO A FORCED SALARY REDUCTION CAUSED BY THE EFFECTS OF THE CORONAVIRUS PANDEMIC; AUTHORIZING THE FINANCE DIRECTOR TO EXPEND THE NECESSARY FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on March 13, 2020, by Proclamation 9994, the President declared a national emergency concerning the coronavirus disease 2019 (COVID-19) pandemic which caused significant risk to the public health and safety of the Nation, State of Ohio, and the City of Sandusky; and

WHEREAS, the pandemic caused significant revenue loss resulting in cost-cutting measures which included wage reductions for all administrative employees; and

WHEREAS, administrative employees with an annual salary below \$70,000.00 received a 5% wage reduction and employees with an annual salary above \$70,000.00 received a 10% wage reduction effective with the April 24, 2020 pay date through the remaining pay dates in 2020; and

WHEREAS, the cost to reimburse all current administrative employees for their lost wages in 2020 is \$120,286.00 and will be paid with Coronavirus Relief 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 reimburse employees on the next pay date on August 26, 2021; 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 hereby approves pay reinstatement to current administrative employees for lost wages in 2020 due to a forced salary reduction caused by the effects of the coronavirus pandemic and authorizes and directs the City Manager and/or Finance Director to make the necessary payments to the City's current administrative employees in an amount **not to exceed** One Hundred Twenty Thousand Two Hundred Eighty Six and 00/100 Dollars (\$120,286.00).

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.

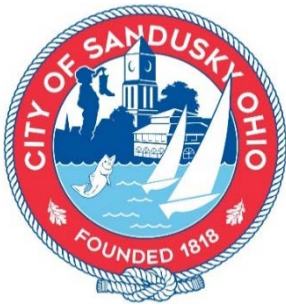
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: _____
KELLY L. KRESSER
INTERIM CLERK OF THE CITY COMMISSION

Passed: August 23, 2021



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 Klein, Director of Public Works

Date: August 11, 2021

Subject: Commission Agenda Item – The Landing
Donation Agreement between City of Sandusky and Cedar Point Park LLC

Items for Consideration: Legislation approving and authorizing the City Manager to enter into a Donation Agreement with Cedar Point Park, LLC in which Cedar Point Park, LLC has agreed to donate property through easements to the City.

Background Information: The City, in conjunction with other partners that included Cedar Fair, has determined to proceed with certain improvements in the City to be titled *The Landing*. The intent is to provide additional public park space and recreational opportunities for the residents of the City and visitors to Sandusky Bay. The Landing is intended to serve as the easternmost node of the Sandusky Bay Pathway (SBP) within the City's corporation limits, as well as an amenity for the users of the Sports Center site. The Sandusky Bay Pathway will continue from The Landing across Hemminger Ditch where it will follow the northern right of way of Cleveland Road until it reaches Bayshore Drive. From there the SBP is designed to follow the former Pier Track railroad bed as closely as possible until it reaches Cedar Point Drive, including a bridge over Pipe Creek just north of Castaway Bay through the small peninsula. There are various easements required to be obtained between Hemminger Ditch and Cedar Point Drive, including these from Cedar Point Park, LLC.

Per ordinance 18-127, the City contracted with Environmental Design Group (EDG) to complete final engineering, landscape architectural design, environmental permitting and acquisition services for this project. EDG and City staff have worked closely with Cedar Point and their project team throughout the design of The Landing which has allowed the City to develop a mutually agreeable route through their properties.

The maps and legal descriptions in the exhibits of the agreement depict the accepted temporary and permanent easement boundaries to be donated by Cedar Point Park, LLC to the City of Sandusky. The easements are being donated for use in construction of the Sandusky Bay Pathway between Hemminger Ditch and Cedar Point Drive.

Budgetary Information: There will be no impact on the City's general fund. In fact, this will help project costs since the City will not have to pay for acquisition of these easements.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Donation Agreement with Cedar Point Park, LLC. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the City to proceed with finalizing design plans the for the project.

I concur with this recommendation:

Eric L. Wobser, City Manager

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DONATION AGREEMENT WITH CEDAR POINT PARK LLC RELATING TO CERTAIN PROPERTY LOCATED IN THE CITY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Cedar Point Park LLC owns certain real property in the City located near Route 6; and

WHEREAS, the City, in conjunction with other partners, has determined to proceed with certain waterfront improvements including The Landing Project and Sandusky Bay Pathway, in the City in order to provide additional public park space and recreational opportunities for the residents of the City and visitors to the City; and

WHEREAS, the Donor has agreed to donate property through easements, subject to certain deed restrictions and subject to the right of reverter, to the City for its use in providing public park spaces and recreational opportunities, and the City has agreed to accept the Property under the terms of Donation Agreement between Cedar Point Park LLC and the City; and

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this Ordinance be immediately effective in order to allow the City to obtain the Property so that it may proceed with its plans for public park spaces and recreation opportunities, all in furtherance of the health and welfare of the residents of the City, and by reason thereof, this Ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. This City Commission hereby approves the Donation Agreement, a copy of which is on file in the office of the Clerk of the City Commission, and the City Manager is hereby authorized to execute the Donation Agreement on behalf of the City in substantially the form of the Donation Agreement on file with the Clerk, and together with such 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.

Section 2. This City Commission hereby authorizes the City Manager, the Director of Law, the Director of Finance, the City Engineer, and other City officials as appropriate to prepare, execute and deliver or accept delivery of such other easements, instruments, licenses or agreements, in form satisfactory to the

Director of Law, to provide such information, carry out such investigations and studies, and do such other things, as are necessary for and incidental to carrying out the requirements of this ordinance and the terms of the Donation 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 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: _____
KELLY L. KRESSER
INTERIM CLERK OF THE CITY COMMISSION

Passed: August 23, 2021

DONATION AGREEMENT

This DONATION AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2021 (the "Effective Date") by and between CEDAR POINT PARK LLC, a Delaware limited liability company with its offices located at One Cedar Point Drive, Sandusky, Ohio 44870 (the "Grantor") and the CITY OF SANDUSKY, OHIO, a municipal corporation located in Erie County, Ohio and duly organized and validly existing under the constitution and laws of the State and its Charter, with its offices located at 240 Columbus Avenue, Sandusky, OH 44870 (the "Grantee" or the "City").

WITNESSETH THAT:

WHEREAS, Grantor wishes to donate to Grantee certain real property located in Sandusky, Ohio consisting of approximately ____ acres by limited-warranty deed, subject to certain deed restrictions and subject to the right of reverter; and

WHEREAS, Grantee is a political subdivision of the State of Ohio.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promise and agreements set forth herein, Grantor and Grantee agrees as follows:

1. On the terms and conditions set forth herein, Grantor hereby agrees to donate "as is" certain real property located in Sandusky, Ohio consisting of approximately ____ acres described in Exhibit "A," attached hereto and incorporated by reference as if fully set forth herein (the "Property"), subject to all easements, deed restrictions, incidents and appurtenances belonging thereto as set forth and Grantee agrees to accept the Property by limited-warranty deed set forth in Exhibit "B" attached hereto and incorporated herein by reference (the "Deed") as if fully set forth herein subject to the right of reverter, cure provisions and the deed restrictions set forth in the Deed.

2. GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE PROPERTY IS CONVEYED, ASSIGNED, AND TRANSFERRED BY GRANTOR TO GRANTEE "AS IS", WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND GRANTEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS SET FORTH IN THIS AGREEMENT OR THE DEED, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH

GRANTEE OR ITS AFFILIATES OR NOMINEES MAY INTEND TO CONDUCT THEREON; (D) THE HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; OR (E) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY, THE VALUE THEREOF, AND THE STATE OF TITLE THERETO. GRANTEE, FOR ITSELF AND ITS AFFILIATES AND NOMINEES, HEREBY ACKNOWLEDGES THAT IT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND IS NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, ATTORNEYS, CONSULTANTS OR REPRESENTATIVES (COLLECTIVELY, THE "GRANTOR PARTIES") OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY GRANTOR AND/OR THE GRANTOR PARTIES WITH RESPECT TO THE PROPERTY, AND GRANTEE RELEASES THE GRANTOR AND GRANTOR PARTIES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING FROM OR RELATED TO THE CONDITION OF THE PROPERTY. FURTHER, GRANTEE ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY GRANTOR AND/OR THE GRANTOR PARTIES WITH RESPECT TO ANY OTHER INFORMATION SUPPLIED BY OR ON BEHALF OF GRANTOR AND/OR THE GRANTOR PARTIES CONCERNING THE PROPERTY, AND EXCEPT AS SET FORTH IN THIS AGREEMENT, GRANTOR AND GRANTOR PARTIES MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT GRANTEE SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION. GRANTEE, FOR ITSELF AND ITS AFFILIATES AND NOMINEES, HEREBY ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS, AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT GRANTOR WOULD NOT AGREE TO ENTER INTO THIS AGREEMENT ON THE TERMS AND PROVISIONS CONTAINED HEREIN WITHOUT THE DISCLAIMERS, AGREEMENTS, AND OTHER STATEMENTS SET FORTH IN THIS SECTION. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

3. Grantee agrees that it is solely responsible for the preparation of the site for its intended use and the removal of all improvements on the site at its own expense.

4. As a condition precedent to said donation of the Property, Grantee agrees to the following irrevocable restrictions on the use and resale of the Property, which are additionally set forth in the deed restrictions in Exhibit B ("Deed Restrictions"):

- a. Use as a Public Park. The Property may only be used for recreational and educational public-park land uses, including walking, biking, kayaking, canoeing, rowing, sculling, paddle boarding, running trails and related facilities and improvements, such as parking areas, walks, paths, boardwalks, educational and observation facilities, playground and picnic areas, traffic-control facilities and improvements, fencing, utilities, restrooms, stormwater management facilities and improvements, flood and erosion-control facilities and improvements, or other non-commercial park amenities. Grantor and Grantee agree that the intent of both parties

is to activate the Property with public recreational and educational activities to promote local recreation, education, and tourism. The Property may not be used in a manner that competes with Grantor's adjacent for-profit facilities by diverting activities away from Grantor's facilities to activities conducted at the Property.

- b. Naming Rights; Commercial Signage. Any bridge constructed between the Property and the Cedar Point Parkway shall be named the Cedar Point Bridge, it being understood that Grantor shall be responsible for the cost of the design and construction of any signage to name the bridge. In addition, the written approval of Cedar Point Park, LLC, or any of its successors and assigns, shall be required for (i) the naming of the Property or any portions thereof, including any trails or other development/improvements on the Property permitted hereunder, or (ii) the placement of any signage of a commercial nature on the Property. Grantee shall submit any request for such approval or denial in writing to Grantor or, if applicable, its successor's chief legal counsel. Failure to respond within sixty (60) calendar days after receipt of the written request, shall be deemed to constitute approval by Grantor or, if applicable, its successor.
- c. Subdivision. The legal division or subdivision of the Property is prohibited without Grantor's written approval. Grantee shall submit any request for such approval in writing to Grantor or, if applicable, its successor's chief legal counsel. Failure to respond within sixty (60) calendar days after receipt of the written request, shall be deemed to constitute approval by Grantor or, if applicable, its successor.
- d. Drilling. The exploration and drilling for, and extraction of oil and gas from any site on the Property are prohibited without Grantor's written approval. Grantee shall submit any request for such approval in writing to Grantor or, if applicable, its successor's chief legal counsel. Failure to respond within sixty (60) calendar days after receipt of the written request, shall be deemed to constitute approval by Grantor or, if applicable, its successor.
- e. Mining/Excavation. All quarrying, mining, excavation, depositing, or extracting of soil, sand, gravel, rock, or other minerals is prohibited, except as needed to restore/enhance the Property for use as a public recreational park as intended and subject to the restrictions set forth herein.
- f. Hazardous Substances. Dumping, depositing, discharging, releasing, or abandoning any solid or hazardous waste, hazardous substances or material, pollutant, or environmentally harmful debris on or under the Property, or into the surface or ground water on or under the land is prohibited; except such prohibition shall not apply to fertilizers, pesticides, herbicides, and other similar products not prohibited by governmental agencies. Any chemicals shall be used in accordance with the manufacturer's specifications, in compliance with all applicable laws and regulations; and, in conformance with the intent of this conveyance for the restoration of the Property and the management of it as a natural area and park.

- g. Trash. The dumping, burying, or storing of ashes, trash, garbage, or junk on the Property is prohibited. Trash management activities consistent with the use of the Property as a park such as the placement of trash cans and recycling bins for park users and the collection of trash and recycling from these bins are permitted.
- h. Power Lines; Communications Towers. The placement, erection, or construction of above-ground power lines on the property is prohibited. The construction of communications and/or broadcast towers or structures of any type is prohibited on the Property.
- i. Non-Smoking. To the greatest extent allowed by law, smoking shall not be permitted on the Property.
- j. No Sale of Property. Grantee shall not offer the Property for sale without first submitting a written offer to sell the property to Grantor for One Hundred and 00/100 Dollars (\$100.00). Grantor shall have thirty (30) days from the date of receipt of the offer to provide written acceptance. If Grantor does not accept the offer, then Grantee may sell the property subject to the restrictions contained herein and the Donation Agreement under which the Property was conveyed from Grantor to Grantee.
- k. Storm and Drainage Management. Nothing contained in these Deed Restrictions shall prohibit or limit Grantee's right to place, construct, install, maintain, operate, repair, remove or restore flood, erosion, and storm water or drainage management structures and improvements, nor shall these Deed Restrictions prohibit or limit Grantee from taking or causing to be taken any other actions, as may be necessary or appropriate, to comply with applicable laws, ordinances, rules or regulations of any governmental authority having jurisdiction over Grantee and the Property, or to remediate, correct, manage, repair, restore or otherwise address any latent or patent defects, violations, contamination, or damage to the Property, including, without limitation, damage to structures and vegetation caused by fire, flood, storm, earth movement or other casualty, or acts beyond the control of Grantee.
- l. Completion of Construction. Grantee shall exercise best efforts to finish its construction of the public-park improvements and have the public park open no later than June 30, 2027.

5. Grantee also agrees to accept the Property subject to a reversionary clause that will grant a right of reverter to the Grantor, its successor and/or assigns, in the event that (1) any of the Deed Restrictions is materially violated and such violation is not cured by Grantee within sixty (60) days after written notice from Grantor describing the violation; or (2) Grantee ceases operating the Property as a public recreational park, it being understood that temporary closures for purposes of repairs and improvements do not qualify as cessation of operation. The Deed Restrictions (i) are irrevocable, (ii) shall remain in effect and shall not terminate or merge upon reversion of the Property to Grantor, its successors and/or assigns, and (iii) Grantor, its successors and assigns shall be bound by the Deed Restrictions.

6. Grantor shall be responsible for all utilities, if any, real property taxes, and assessments up to and including the date of the recording of the Deed (the "Closing"). Grantee shall be responsible for all utilities, if any, real estate taxes, and assessments upon the Closing.

7. Any other utilities, taxes, assessments charges and costs of every kind and nature associated with the party shall be prorated or apportioned as of the date of conveyance.

8. Grantor shall pay any and all transfer taxes due the city, county and/or State of Ohio in connection with this donation.

9. Any other utilities, taxes, assessments charges and costs of every kind and nature associated with the Property shall be prorated or apportioned as of the date of conveyance.

10. Grantor and Grantee acknowledge and agree that the proceeds of any successful eminent domain or condemnation process by any public body shall be paid to the Grantor, its successors and/or assigns, less the following amounts, which shall be allocated to the Grantee: the actual expenses or costs of improvements or other capital repairs or maintenance paid for by the Grantee between the time of this donation and any subsequent successful condemnation, together with any award for damage to the remainder of the Property that is not taken by such eminent domain or condemnation process, including the reasonable costs for legal defense of any such eminent domain or condemnation proceeding.

11. Grantor represents and warrants that it has not received any notice from any city or other governmental authority of, and has no actual knowledge of, zoning, building, fire, or health code violations, or any violations of environmental laws, rules or regulations, with respect to the Property.

12. Grantor represents and warrants it is not a party to or subject to or bound by an agreement, option, contract, occupancy agreement, restriction, easement, covenant, license, permit, or lease of any kind relating to the Property, that there is no lien or mortgage encumbering the Property, and that no work has been performed for which a mechanic's, laborer's or materialman's lien may be asserted or filed against the Property.

13. Grantor represents and warrants that its signatory has authority to execute this Agreement and all related documents hereunder to bind Grantor.

14. Grantee represents and warrants that its signatory has authority to execute this Agreement and all related documents hereunder to bind Grantee pursuant to Resolution No. [insert], which was passed by the City Commissioners on [insert date].

15. Grantor may elect to seek a charitable contribution deduction under the Internal Revenue Code of 1986, as amended (the "Code") in an amount equal to the fair market value of the Property in respect of its donation of the Property to Grantee. Provided Grantee shall incur no additional expense, Grantee hereby acknowledges and agrees to cooperate with Grantor to the extent reasonably requested in connection with Grantor's securing such deduction by, including without limitation, executing the Internal Revenue Service Form 8283 after its execution by Grantor and the appraiser and receipt of a copy of the qualified appraisal prepared by such appraiser, together with such additional documents reasonably requested by Grantee in connection

with Grantor's donation of the Property to Grantee. However, Grantee makes no representation as to the tax consequences of the transaction contemplated by this Agreement. Grantor will obtain independent tax counsel and be solely responsible, at Grantor's sole cost and expense, for compliance with the gift value substantiation requirements of the Code.

16. No representation, warranty, or statement made herein by Grantor or Grantee contains any untrue statement of any material fact or omits to state any material fact necessary in order to make such representation, warranty, or statement not misleading.

17. Grantor and Grantee acknowledge and agree that any common law or statutory rule against perpetuities law does not apply to any right, interest, option, or estate in property created hereunder or pursuant hereto as Grantor's right of reverter is neither an executory interest nor a contingent remainder. In the event that a court of law were to determine that any common law or statutory rule against perpetuities is held to apply to any such right, interest, option, or estate, if such right, interest, option, or estate in property conveyed by this Agreement does not vest upon the Closing, the Grantor and Grantee hereby agree that such right, option, interest, or estate shall vest, if at all, within twenty-one (21) years less five (5) days after the death of the last surviving descendant of George H.W. Bush (the 41st President of the United States), who is living on the date of the Closing. Notwithstanding the limitation in the preceding sentence, Grantor and Grantee agree and intend that a court finding any common law or statutory rule against perpetuities applicable shall reform such right, interest, option, or estate so that such right, interest, option, or estate is exercisable for the longest period permissible under such rule, including such longer time as may be authorized by any statutory rule against perpetuities, if by such reformation such right, interest, option, or estate would be exercisable for a period longer than that provided in the preceding sentence.

18. This Agreement contains the entire agreement between the parties and supersedes any prior agreements respecting the Property between Grantor and Grantee. This Agreement may not be amended except in a writing executed by Grantor and Grantee.

19. This Agreement and its validity, construction, and performance shall be governed by the laws of the United States and the State of Ohio as applicable, including any regulations associated with the federal funding of any projects to be constructed hereunder.

20. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. All facsimile or electronic transmissions of this Agreement shall be deemed original signatures for all purposes.

21. It is understood and agreed that all representations, warranties, covenants, and agreements and all indemnifications contained herein shall survive any termination of this Agreement for the maximum period permitted by law and shall not be merged in the Deed, except for the Deed Restrictions and Grantor's right of reverter.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR:

CEDAR POINT PARK LLC

By:

Name:

Its:

GRANTEE:

CITY OF SANDUSKY

By:

Name:

Its:

Approved as to form:

Brendan Heil, Law Director

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of the City of Sandusky, Ohio, hereby certifies that the moneys required to meet the obligations of the City under the aforesaid Donation Agreement have been lawfully appropriated by the City for such purposes and are in the treasury of the Board or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 through 5705.44 of the Ohio Revised Code.

Michelle Reeder, Finance Director

Dated _____, 2021

Exhibit A

Legal Description

CITY OF SANDUSKY
CASTAWAY BAY 1 PERMANENT EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 201410099 of Erie County Records and being more fully described as follows:

Commencing at the southeasterly corner of parcel number 57-05722.000;

1. Thence **S 43° 04' 18" West, 54.47 feet** to a point the east line of Harbour Parkway and the True Place of Beginning for the area intended to be described herein;
2. Thence **116.04 feet** along a curve to the RIGHT, having a radius of 95.00 feet, and chord that bears **N 11° 58' 33" E, 108.96 feet** to a point;
3. Thence **18.69 feet** along a curve to the LEFT, having a radius of 15.00 feet, and a chord that bears **N 11° 16' 50" E, 17.50 feet** to a point;
4. Thence **173.16 feet** along a curve to the LEFT, having a radius of 235.00 feet, and a chord that bears **N 45° 30' 59" W, 169.27 feet** to a point;
5. Thence along a curve to the LEFT, having a radius of 135.00 feet, a delta angle of 25.543, and a chord that bears **N 79° 23' 48" W, 59.69 feet** to a point;
6. Thence **S 87° 49' 55" W, 41.37 feet** to a point;
7. Thence **111.71 feet** along a curve to the RIGHT, having a radius of 165.00 feet and a chord that bears **N 72° 46' 19" W, 109.59 feet** to a point;
8. Thence **39.40 feet** along a curve to the LEFT, having a radius of 185.00 feet and a chord that bears **N 59° 27' 37" W, 39.32 feet** to a point;
9. Thence **S 42° 23' 02" W, 24.99 feet** to a point;
10. Thence **N 45° 07' 38" W, 8.55 feet** to a point;
11. Thence **S 44° 52' 22" W, 30.33 feet** to a point;

CITY OF SANDUSKY
CASTAWAY BAY 1 PERMANENT EASEMENT

12. Thence **N 45° 07' 38" W, 10.00 feet** to a point;
13. Thence **N 44° 52' 22" E, 30.33 feet** to a point;
14. Thence **N 45° 07' 38" W, 21.50 feet** to a point;
15. Thence **N 42° 23' 02" W, 8.25 feet** to a point;
16. Thence **103.75 feet** along a curve to the RIGHT, having a radius of 315.00 feet, and a chord that bears **N 56° 22' 32" W, 103.29 feet** to a point;
17. Thence **N 46° 56' 22" W, 146.18 feet** to a point on a northerly line of PPN 57-05988.000;
18. Thence **N 43° 04' 18" E** along the said northerly line of PPN 57-05988.000, **30.00 feet** to a point;
19. Thence **S 46° 56' 22" E, 146.17 feet** to a point;
20. Thence **117.81 feet** along a curve to the LEFT, having a radius of 285.00 feet, and a chord that bears **S 58° 46' 53" E, 116.97 feet** to a point;
21. Thence **64.72 feet** along a curve to the RIGHT, having a radius of 215.00 feet, and a chord that bears **S 61° 59' 58" E, 64.48 feet** to a point;
22. Thence **91.40** along a curve to the LEFT, having a radius of 135.00 feet and a chord that bears **S 72° 46' 19" E, 89.67 feet** to a point;
23. Thence **N 87° 49' 55" E, 41.37 feet** to a point;
24. Thence **73.56 feet** along a curve to the RIGHT, having a radius of 165.00 feet and a chord that bears **S 79° 23' 48" E, 72.95 feet** to a point;
25. Thence **195.26 feet** along a curve to the RIGHT, having a radius of 265.00 feet and a chord that bears **S 45° 30' 59" E, 190.87 feet** to a point;
26. Thence **56.06 feet** along a curve to the RIGHT, having a radius of 45.00 feet and a chord that bears **S 11° 16' 50" W, 52.50 feet** to a point;


August 12, 2021

CITY OF SANDUSKY
CASTAWAY BAY 1 PERMANENT EASEMENT

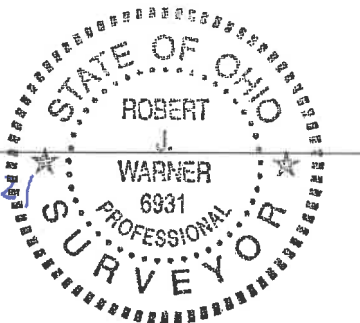
27. Thence **90.18 feet** along a curve to the LEFT, having a radius of 65.00 feet and a chord that bears **S 01° 13' 31" W, 83.12 feet** to a point;
28. Thence **S 32° 31' 05" E, 33.73 feet** to a point;
29. Thence **S 43° 04' 18" W, 16.79 feet** to a point on the easterly line of said Harbour Parkway;
30. Thence **55.66 feet** along the easterly line of said Harbour Parkway and a curve to the LEFT, having a radius of 226.89 feet and a chord that bears **N 39° 52' 01" W, 55.52 feet** to the south line of said PPN 57-06017.000;
31. Thence **S 43° 4' 18" W, along the south line of PPN 57-06017.000, 5.53 feet** to the True Place of Beginning and containing 0.6345 Acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Numbers 57-05728.224, 57-06017.000 & 57-05988.000.


Robert J. Warner, P.S. 6931

8-15-2021



CITY OF SANDUSKY
CASTAWAY BAY TEMPORARY EASEMENT 1

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 201410099 of Erie County records and being more fully described as follows:

Commencing on the east line of Harbour Parkway at the northeast corner of PPN 57-057288.284;

1. Thence along the north line of PPN 57-057288.284, N 43° 04' 18" E, 16.79 feet to the True Place of Beginning of the area intended to be described herein:

Thence along the east line of a permanent easment grant to the City of Sandusky the following courses:

2. Thence S 32° 31' 05" E, 33.73 feet to a point;
3. Thence 90.18 feet along a curve to the RIGHT, having a radius of 65.00 feet and a chord that bears N 01° 13' 31" E, 83.12 feet to a point;
4. Thence 56.06 feet along a curve to the left, having a radius of 45.00 feet and a chord that bears N 11° 16' 50" E, 52.50 feet to a point;
5. Thence 195.26 feet along a curve to the left, having a radius of 265.00 feet, and a chord that bears N 45° 30' 59" W, 190.87 feet to a point;
6. Thence 73.56 along a curve to the left, having a radius of 165.00 feet and a chord that bears N 79° 23' 48" W, 72.95 feet to a point;
7. Thence S 87° 49' 55" W, 41.37 feet to a point;
8. Thence 91.40 feet along a curve to the RIGHT, having a radius of 135.00 feet and a chord that bears N 72° 49' 19" W, 89.67 feet to a point;
9. Thence 64.72 along a curve to the LEFT, having a radius of 215.00 feet and a chord that bears N 61° 59' 58" W, 64.48 feet to a point;
10. Thence 117.81 along a curve to the RIGHT, having a radius of 285.00 feet and a chord that bears N 58° 46' 53" W, 116.97 feet to a point;




August 13, 2021

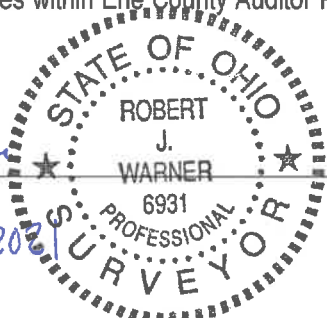
CITY OF SANDUSKY
CASTAWAY BAY TEMPORARY EASEMENT 1

10. Thence N 46° 56' 27" W, 146.17 feet to the northeast corner of said permanent easement;
11. Thence N 43° 04' 18" E, 94.38 feet to a point;
12. Thence S 47° 20' 07" E, 320.01 feet to a point;
13. Thence S 63° 01' 29" E, 85.98 feet to a point;
14. Thence S 46° 07' 26" E, 1212.21 feet to a point;
15. Thence S 41° 15' 26" W, 99.67 feet to a point;
16. Thence S 35° 00' 18" E, 66.90 feet to a point;
17. Thence S 43° 04' 18" W, 30.03 feet to The True Place of Beginning and containing 0.9571 Acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-06017.000, 57-05728.224 & 57-05988.000.


Robert J. Warner P.S. 6931
e-15-2021

A circular professional seal for Robert J. Warner, a Professional Surveyor in the State of Ohio. The seal contains the text "STATE OF OHIO", "ROBERT J. WARNER", "6931", and "PROFESSIONAL SURVEYOR".

The community impact people.

Page 2 of 2

CITY OF SANDUSKY
CASTAWAY BAY TEMPORARY EASEMENT 2

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 201410099 of Erie County records and being more fully described as follows:

Commencing at the southeast corner of parcel number 57-06017.000;

1. Thence along the south line of parcel 57-06017.000, 29.88 feet to the True Place of Beginning of the area intended to be described herein;
2. Thence N15° 0' 17" W, 50.34 feet to a point;
3. Thence N 6° 10' 55" E, 39.44 feet to a point;
4. Thence N17° 3' 46" E, 52.59 feet to a point;
5. Thence N 46° 49' 16" W, 166.88 feet to a point;
6. Thence N 88° 56' 24" W, 113.89 feet to a point;
7. Thence South 45° 45' 08" W, 92.16 feet to a point;
8. Thence N 39° 6' 10" W, 74.52 feet to a point;
9. Thence N 47° 20' 07" E, 320.01 feet;
10. Thence N43° 04' 08" E, 41.40 feet to a point on the west side of a permanent easement granted to the City of Sandusky;

Thence along the west line of the permanent easement grant the following courses:

11. Thence S 46° 56' 22" W, 146.18 feet;
12. Thence 103.75 feet along a curve to the LEFT, having a radius of 315.00 feet, and a chord that bears S 56° 22' 32" E, 103.29 feet to a point;

CITY OF SANDUSKY
CASTAWAY BAY TEMPORARY EASEMENT 2

13. Thence S 42° 23' 02" W, 8.25 feet to a point;
14. Thence S 45° 07' 38" E, 21.50 feet to a point;
15. Thence S 44° 52' 22" W, 30.33 feet to a point;
16. Thence S 45° 07' 38" E, 10.00 feet to a point;
17. Thence N 44° 52' 22" E, 30.33 feet to a point;
18. Thence S 45° 07' 38" E, 8.55 feet to a point;
19. Thence N 42° 23' 02" E, 24.99 feet to a point;
20. Thence 39.40 feet along a curve to the RIGHT, having a radius of 185.00 feet and a chord that bears S 59° 27' 37" E, 39.32 feet to a point;
21. Thence 111.71 feet along a curve to the LEFT, having a radius of 165.00 feet and a chord that bears S 72° 46' 19" E, 109.59 feet to a point;
22. Thence N 87° 49' 55" E, 41.37 feet to a point;
23. Thence 60.18 feet along a curve to the RIGHT, having a radius of 135.00 feet and a chord that bears S 79° 23' 48" E, 59.69 feet to a point;
24. Thence 173.16 feet along a curve to the RIGHT, having a radius of 235.00 feet, and a chord that bears S 15° 30' 59" E, 169.27 feet to a point;
25. Thence 18.69 along a curve to the RIGHT, having a radius of 15.00 feet and a chord that bears S 11° 16' 50" W, 17.50 feet to a point;
26. Thence 116.04 feet along a curve to the LEFT, having a radius of 95.00 feet and a chord that bears S 11° 58' 33" W, 108.96 feet to a point on the south line of PPN 57-06017.000;



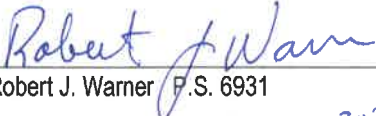
August 13, 2021

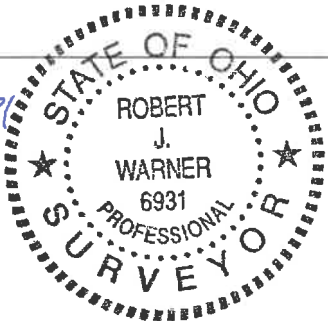
CITY OF SANDUSKY
CASTAWAY BAY TEMPORARY EASEMENT 2

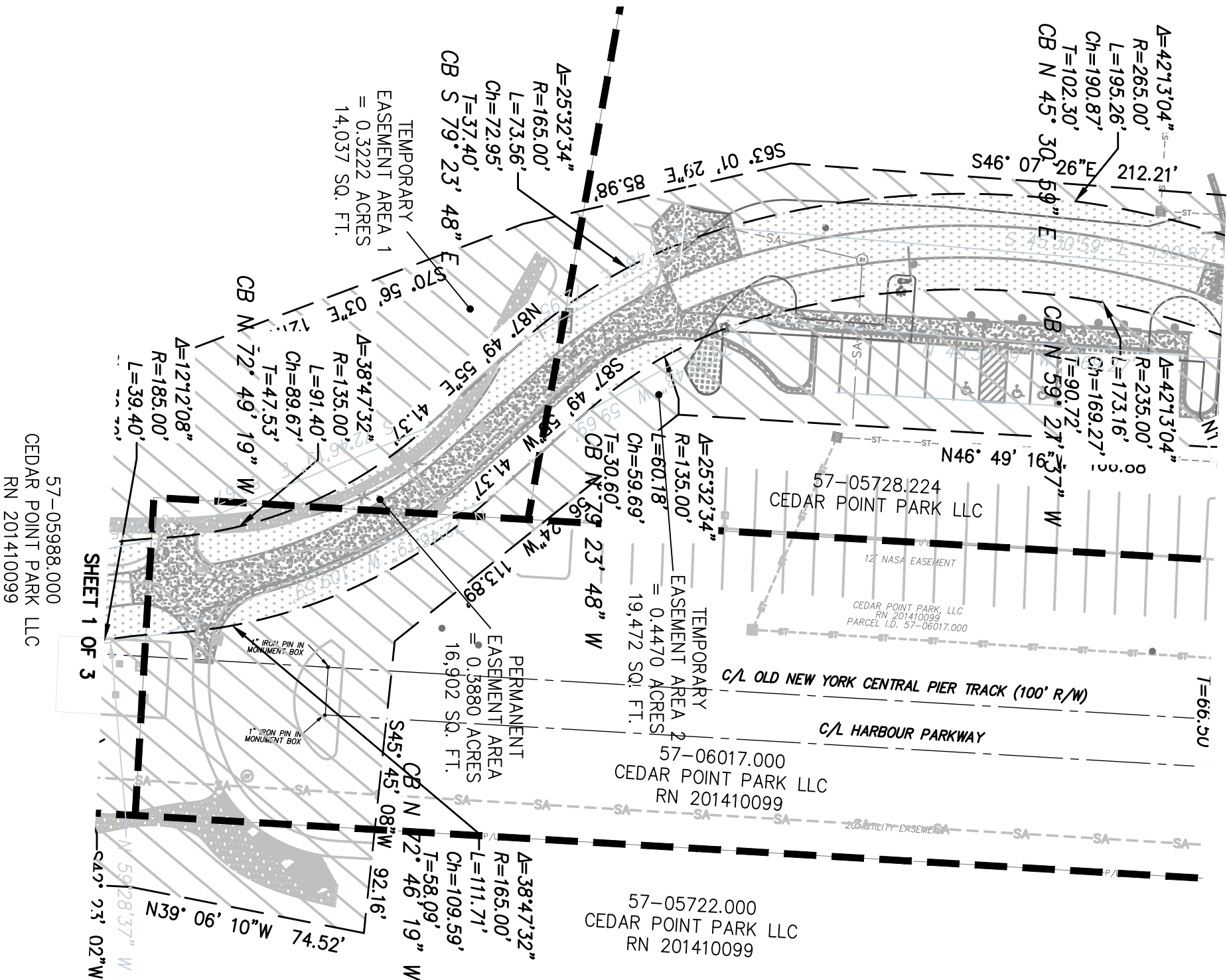
27. Thence S 43° 04' 18" W, 24.58 feet to the True Place of Beginning and containing 0.7831 Acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-06017.000, 57-05728.224 & 57-05722.00.


Robert J. Warner P.S. 6931
8-15-2021

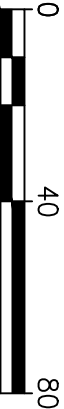
A circular professional seal for Robert J. Warner, a Professional Surveyor in the State of Ohio. The seal features the text "STATE OF OHIO" at the top, "ROBERT J. WARNER" in the center, "6931" below the name, and "PROFESSIONAL SURVEYOR" at the bottom, flanked by two stars.



30' PARK, TRAIL,
GREENWAY,
RECREATION
EASEMENT AREA

TEMPORARY
EASEMENT AREA

EXISTING PPN LINE, AS NOTED

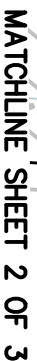


CITY OF SANDUSKY – LANDING PARK
CEDAR POINT PARK LLC. EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO

PROJ. NO.: 16-0259-050
DRAWN: AT
CHECK: RW
DATE: 07-12-2021
REV:



Environmental
Design Group
ENVDESIGNGROUP.COM



**Environmental
Design Group**
ENVDESIGNGROUP.COM

CITY OF SANDUSKY
CASTAWAY BAY 2 PERMANENT EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed recorded in RN 201410099 of Sandusky County records and being more fully described as follows:

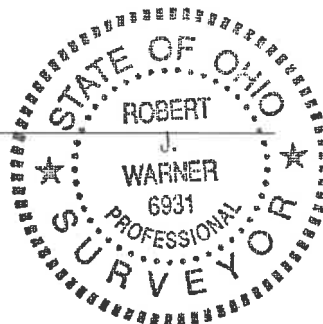
Commencing from a point at the northeasterly corner of parcel number 57-05722.002;

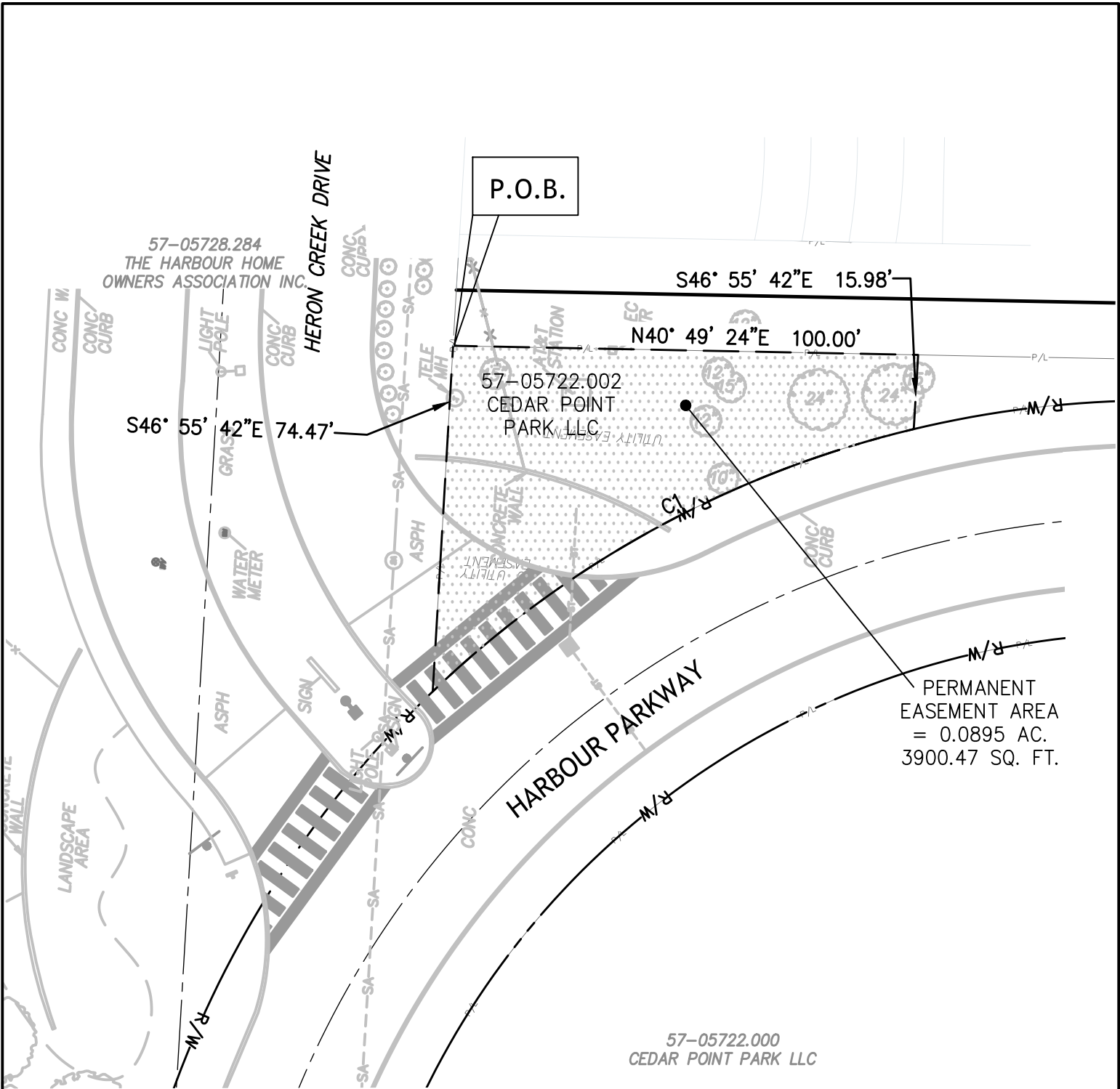
1. Thence **S40° 49' 24" W, 100.00** feet to a point;
2. Thence **S 46° 55' 42" E, 15.98** feet to a point on the southeasterly line of Harbour Parkway (50' R/W);
3. Thence **119.20** feet along the southeasterly line of said Harbour Parkway and the arc of a curve to the Left, having a radius of **225.00** feet and a chord of **117.81** feet that bears **North 11° 21' 17" East**, to a point;
4. Thence **S 46° 55' 42" E**, along the north line of said parcel 57-05722.002, **74.47 feet** to the PLACE OF BEGINNING and containing 0.0895 acres of land, more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05722.002.

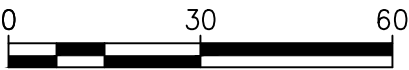

Robert J. Warner P.S. 6931. 8-11-2021





CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	119.20'	225.00'	030°21'17"	S11° 04' 57"W	117.81'

 PARK, TRAIL,
GREENWAY,
RECREATION
EASEMENT AREA





August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.002 TEMPORARY EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 202106806 of Erie County Records and being more fully described as follows:

Commencing at the northwesterly corner of parcel number 57-05874.002;

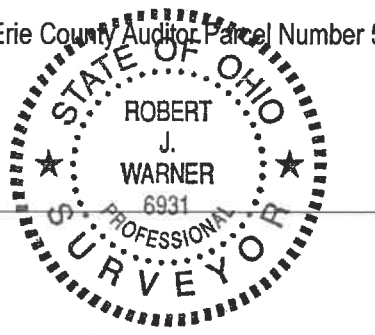
1. Thence N 31° 24' 53" E along the north line of said PPN 57-05874.002, 7.83 feet to a point;
2. Thence S 67° 19' 14" E, 22.32 feet to a point;
3. Thence S 63° 08' 13" E, 130.04 feet to a point;
4. Thence S 31° 53' 33" W, 6.64 feet to a point;
5. Thence S 59° 26' 34" E, 55.48 feet to a point on the south line of said PPN 57-05874.002;
6. Thence S 31° 09' 11" W, along the south line of PPN 57-05874.002, 12.73 feet to the west line of said parcel;
7. Thence 207.19 feet along the west line of said PPN 57-05874.002 and the arc of a curve having a radius of 11499.20 feet and a chord of 207.18 feet that bears N 59° 25' 00" W to the Place of Beginning and containing 0.0644 Acres of land more or less.

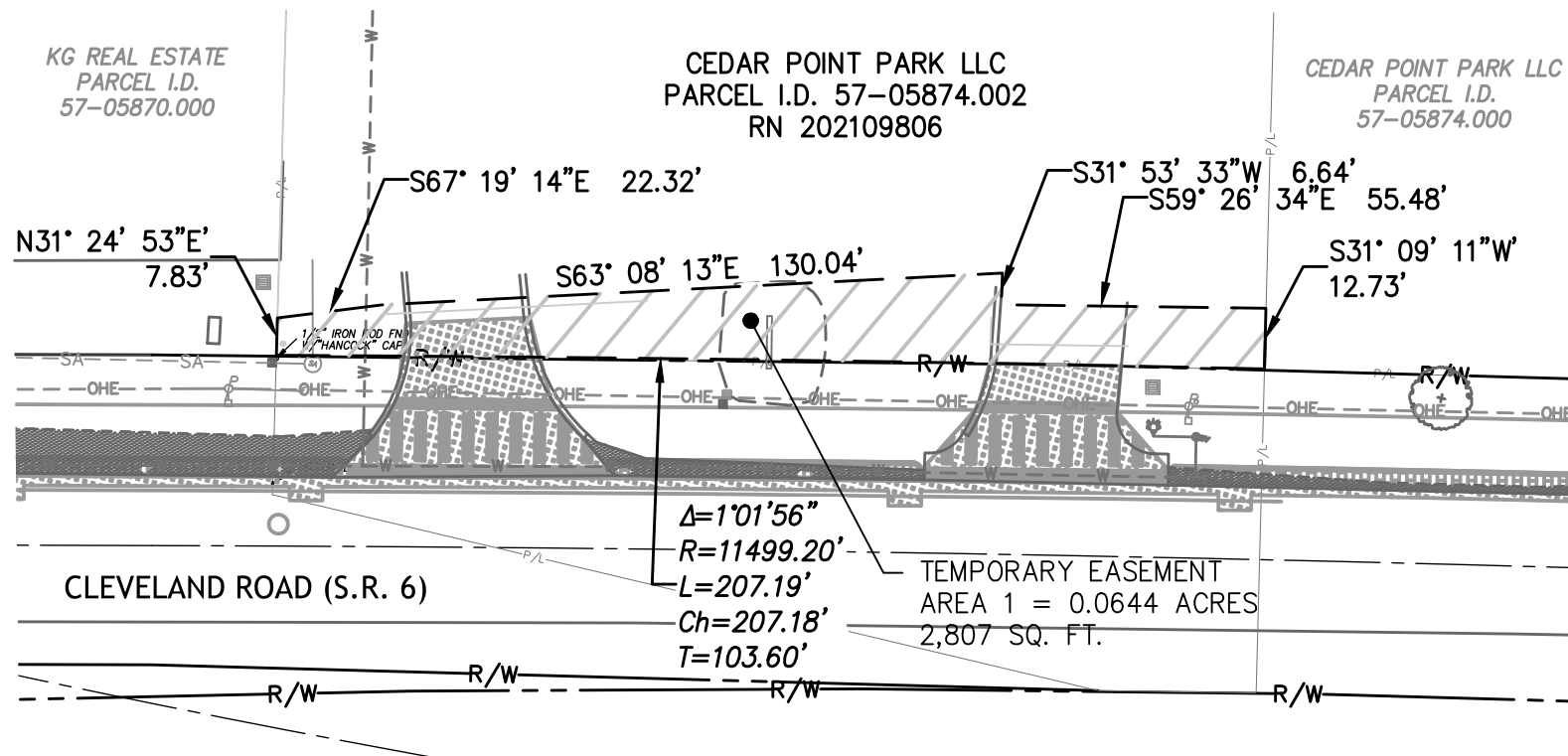
This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05874.002


Robert J. Warner, P.S. 6931

8-16-2021





LEGEND

- 30' PARK, TRAIL, GREENWAY,
RECREATION EASEMENT AREA
(UNLESS NOTED OTHERWISE)
- TEMPORARY EASEMENT AREA



CITY OF SANDUSKY
PPN 57-05874.000 PERMENENT EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 202106806 of Erie County Records and being more fully described as follows:

Commencing at the northwesterly corner of parcel number 57-05874.000;

1. Thence 143.31 feet along the west line of said PPN 57-05874.000 and the arc of a curve to the left having a radius of 11499.20 feet and a chord of 143.31 feet that bears S 58° 32' 37" E to a point;
2. Thence S 59° 09' 40" E along the said west line, 10.24 feet to the True Place of Beginning for the easement area intended to be described herein;
3. Thence 66.09 feet along the arc of a curve to the right having a radius of 31.00 feet and a chord of 54.26 feet that bears S 72° 50' 20" E to a point;
4. Thence 17.16 feet along the arc of a curve to the left having a radius of 190.00 feet and a chord of 17.15 feet that bears S 81° 38' 54" E to a point;
5. Thence S 84° 14' 09" W, 627.46 feet to the south line of said PPN 57-05874.000;
6. Thence S 14° 18' 53" W along the said south line, 30.34 feet to a point;
7. Thence N 84° 14' 09" W, 593.13 feet to a point on the west line of said PPN 57-05874.000;
8. Thence N 58° 08' 14" W along the said west line, 94.33 feet to the True Place of Beginning and containing 0.4498 acres more or less.




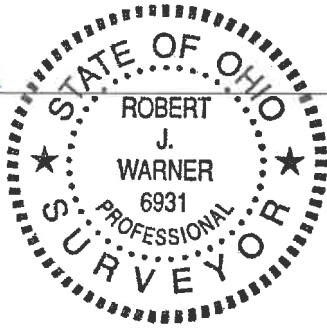
August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.000 PERMENENT EASEMENT

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05874.000


Robert J. Warner, P.S. 6931
8-16-2021

A circular professional seal for Robert J. Warner, a Professional Surveyor in the State of Ohio. The seal features the text "STATE OF OHIO" at the top, "ROBERT J. WARNER" in the center, "6931" below the name, "PROFESSIONAL" below the number, and "SURVEYOR" at the bottom. Two stars flank the central text.



August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.00 TEMPORARY EASEMENT No. 1

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 202106806 of Erie County Records and being more fully described as follows:

Commencing at the northwesterly corner of parcel number 57-05874.000;

1. Thence N 31° 09' 11" E along the north line of said PPN 57-05874.000, 6.41 feet;
2. Thence S 63° 44' 12" E, 84.63 feet to a point;
3. Thence S 60° 27' 52" E, 53.96 feet to a point;
4. Thence S 82° 48' 56" E, 90.87 feet to a point;
5. Thence S 26° 53' 10" E, 20.33 feet to a point;
6. Thence S 05° 45' 51" W, 13.16 feet to a point on the east line of a permanent easement granted to the City of Sandusky;
7. Thence N 84° 14' 09" W along said easement line, 15.44 feet;
8. Thence 17.16 feet along the arc of a curve to the right having a radius of 190.00 feet and a chord of 17.15 feet that bears N81° 38' 54" W to a point;
9. Thence 66.09 feet along the arc of a curve to the left having a radius of 31.00 feet and a chord of 54.26 feet that bears N 72° 50' 20" W to a point on the west line of said PPN 57-05784.000;
10. Thence S 59° 09' 40" E along the said west line, 10.24 feet to a point;
11. Thence 143.31 feet along the west line of said PPN 57-05874.000 and the arc of a curve to the right having a radius of 11499.20 feet and a chord of 143.31 feet that bears N 58° 32' 37" W to the True Place of Beginning for the easement area intended to be described herein containing 0.0863 acres more or less.




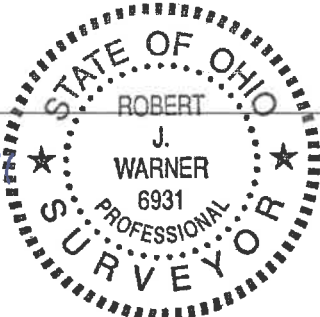
August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.00 TEMPORARY EASEMENT No. 1

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05874.000


Robert J. Warner, P.S. 6931
8-16-2021

A circular professional seal for Robert J. Warner, a Professional Surveyor in the State of Ohio. The seal contains the text "STATE OF OHIO" at the top, "ROBERT J. WARNER" in the center, "6931" below the name, and "PROFESSIONAL SURVEYOR" at the bottom, flanked by two stars.

August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.000 TEMPORARY EASEMENT No. 2


Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 202106806 of Erie County Records and being more fully described as follows:

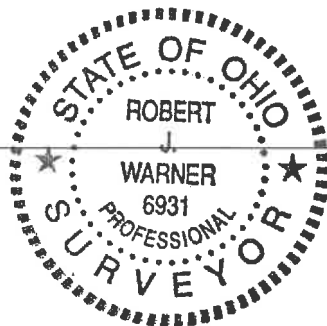
Commencing at the southwesterly corner of parcel number 57-05874.000;

1. Thence N 14° 18' 53" E along the south line of said PPN 57-05874.000, 304.00 feet to a point on the east line of permanent easement granted to the City of Sandusky and the True Place of Beginning for the area intended to be described herein;
2. Thence N 84° 14' 09" W along the said east line, 165.80 feet to a point;
3. Thence N 05° 45' 51" E, 14.10 feet to a point;
4. Thence S 84° 14' 09" E, 167.92 feet the south line of said PPN 57-05874.000;
5. Thence S 14° 18' 53" W along the said south line 14.26 feet to the True Place of Beginning and containing 0.0540 Acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05874.000


Robert J. Warner, P.S. 6931
8-16-2021





August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.000 TEMPORARY EASEMENT No. 3


Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 202106806 of Erie County Records and being more fully described as follows:

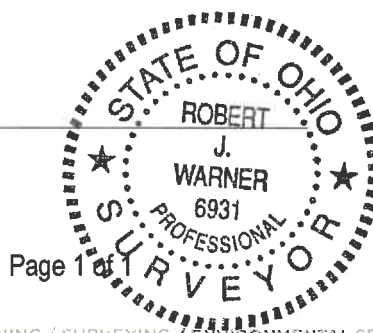
Commencing at the southwesterly corner of parcel number 57-05874.000;

1. Thence N 14° 18' 53" E along the south line of said PPN 57-05874.000, 220.27 feet to the True Place of Beginning for the area intended to be described herein;
2. Thence N 84° 13' 00" W, 62.44 feet to a point;
3. Thence N 04° 56' 06" E, 39.89 feet to a point;
4. Thence N 84° 14' 09" W, 495.90 feet the west line of said PPN 57-05874.000;
5. Thence N 58° 08' 14" W along the west line of said parcel, 29.30 feet the west line of a permanent easement granted to the City of Sandusky;
6. Thence S 84° 14' 09" E along the said west line, 593.13 feet the south line of said PPN 57-05874.000;
7. Thence S 14° 18' 53" W along the said south line 43.28 feet to the True Place of Beginning and containing 0.2315 Acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05874.000


Robert J. Warner, P.S. 6931
8-16-2021



The community impact people.

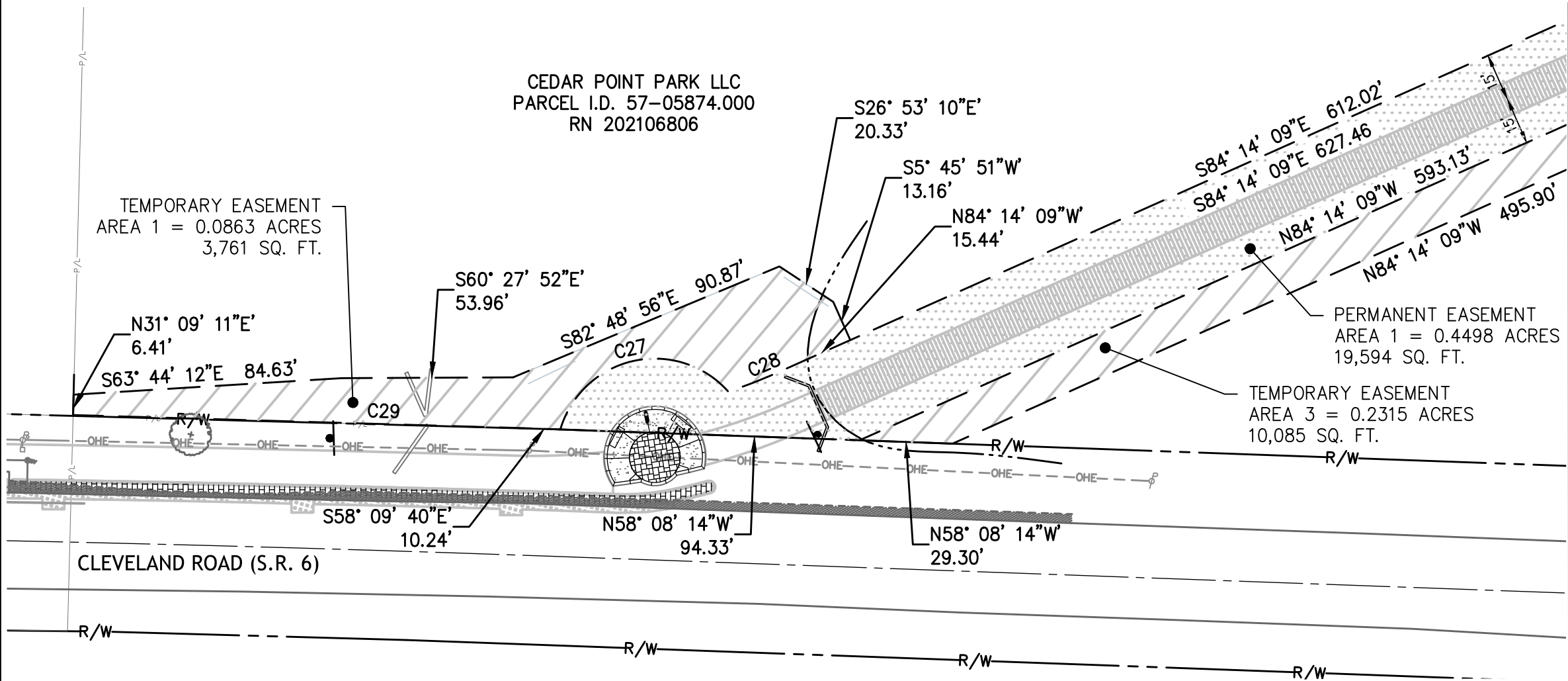
CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C27	66.09'	31.00'	122°08'45"	S72° 50' 20"E	54.26'
C28	17.16'	190.00'	005°10'29"	S81° 38' 54"E	17.15'
C29	143.31'	11499.20'	000°42'51"	S58° 32' 37"E	143.31'

LEGEND

30' PARK, TRAIL, GREENWAY,
RECREATION EASEMENT AREA
(UNLESS NOTED OTHERWISE)

TEMPORARY EASEMENT AREA

04080

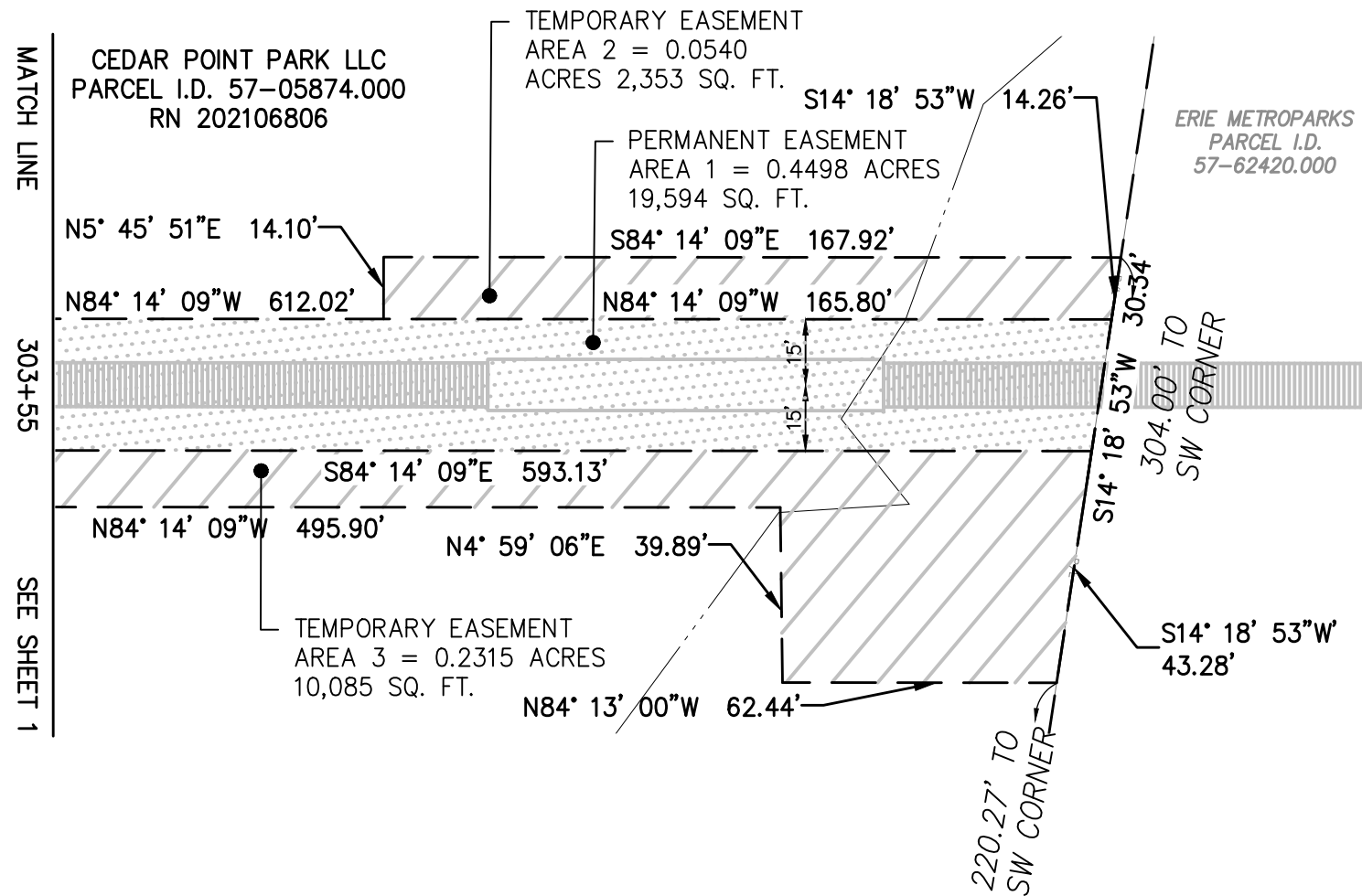


Environmental
Design Group
ENVDESIGNGROUP.COM

PROJ. NO.: 16-0259-050
DRAWN: TC
CHECK: AT
DATE: 08-10-2021
REV:

CITY OF SANDUSKY – LANDING PARK
CEDAR POINT PARK LLC EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO

SEE SHEET 2



LEGEND

- 30' PARK, TRAIL, GREENWAY, RECREATION EASEMENT AREA (UNLESS NOTED OTHERWISE)
- TEMPORARY EASEMENT AREA

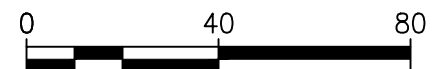


Exhibit B

LIMITED-WARRANTY DEED

KNOW ALL MEN BY THESE PRESENT, that CEDAR POINT PARK, LLC, a Delaware limited liability company (“Grantor”), hereby grants and conveys to the CITY OF SANDUSKY, OHIO, a political subdivision of the State of Ohio, with its offices located at 240 Columbus Avenue, Sandusky, OH 44870 (“Grantee”), with limited warranty covenants, the property described in Exhibit A hereto (“Property”).

SUBJECT, HOWEVER, to (1) real-estate taxes and assessments, which are not due and payable at the time this Deed is filed for record; (2) zoning ordinances and regulations; (3) restrictions, reservations, easements, and conditions of record; and (4) the Deed Restrictions set forth below; and further, that the Property shall automatically revert to Grantor, Cedar Point Park, LLC, or its successors or assigns free and clear of any claims of the Grantee in the event that (i) Grantee fails to comply with the Deed Restrictions, including the purposes set forth herein, and such failure is not cured by Grantee within sixty (60) days after written notice from Grantor describing the violation, and (ii) Grantee ceases operating the Property as a public recreational park, it being understood that temporary closures for purposes of repairs and improvements do not qualify as cessation of operation. The Deed Restrictions (i) are irrevocable, (ii) shall remain in effect and shall not terminate or merge upon reversion of the Property to Grantor, its successors and/or assigns, and (iii) Grantor, its successors and assigns shall be bound by the Deed Restrictions.

FURTHERMORE, for and in consideration of the facts recited above, the following irrevocable Deed Restrictions (the “Deed Restrictions”) are hereby placed on the Property for the overall purpose of restoring the Property to a predominantly natural state; creating a public park consistent with the restoration of the Property; and to protect the Property’s natural state:

- a. Use as a Public Park. The Property may only be used for recreational and educational public-park land uses, including walking, biking, kayaking, canoeing, rowing, sculling, paddle boarding, running trails and related facilities and improvements, such as parking areas, walks, paths, boardwalks, educational and observation facilities, playground and picnic areas, traffic-control facilities and improvements, fencing, utilities, restrooms, stormwater management facilities and improvements, flood and erosion-control facilities and improvements, or other non-commercial park amenities. Grantor and Grantee agree that the intent of both parties is to activate the Property with public recreational and educational activities to promote local recreation, education, and tourism. The Property may not be used in a manner that competes with Grantor’s adjacent for-profit facilities by diverting activities away from Grantor’s facilities to activities conducted at the Property.

- b. Naming Rights; Commercial Signage. The written approval of Cedar Point Park, LLC, or any of its successors and assigns, shall be required for (i) the naming of the Property or any portions thereof, including any trails or other development/improvements on the Property permitted hereunder, or (ii) the placement of any signage of a commercial nature on the Property. Grantee shall submit any request for such approval or denial in writing to Grantor or, if applicable, its successor's chief legal counsel. Failure to respond within sixty (60) calendar days after receipt of the written request, shall be deemed to constitute approval by Grantor or, if applicable, its successor.
- c. Subdivision. The legal division or subdivision of the Property is prohibited without Grantor's written approval. Grantee shall submit any request for such approval in writing to Grantor or, if applicable, its successor's chief legal counsel. Failure to respond within sixty (60) calendar days after receipt of the written request, shall be deemed to constitute approval by Grantor or, if applicable, its successor.
- d. Drilling. The exploration and drilling for, and extraction of oil and gas from any site on the Property are prohibited without Grantor's written approval. Grantee shall submit any request for such approval in writing to Grantor or, if applicable, its successor's chief legal counsel. Failure to respond within sixty (60) calendar days after receipt of the written request, shall be deemed to constitute approval by Grantor or, if applicable, its successor.
- e. Mining/Excavation. All quarrying, mining, excavation, depositing, or extracting of soil, sand, gravel, rock, or other minerals is prohibited, except as needed to restore/enhance the Property for use as a public recreational park as intended and subject to the restrictions set forth herein.
- f. Hazardous Substances. Dumping, depositing, discharging, releasing, or abandoning any solid or hazardous waste, hazardous substances or material, pollutant, or environmentally harmful debris on or under the Property, or into the surface or ground water on or under the land is prohibited; except such prohibition shall not apply to fertilizers, pesticides, herbicides, and other similar products not prohibited by governmental agencies. Any chemicals shall be used in accordance with the manufacturer's specifications, in compliance with all applicable laws and regulations; and, in conformance with the intent of this conveyance for the restoration of the Property and the management of it as a natural area and park.
- g. Trash. The dumping, burying, or storing of ashes, trash, garbage, or junk on the Property is prohibited. Trash management activities consistent with the use of the Property as a park such as the placement of trash cans and recycling bins for park users and the collection of trash and recycling from these bins are permitted.
- h. Power Lines; Communications Towers. The placement, erection, or construction of above-ground power lines on the property is prohibited. The construction of communications and/or broadcast towers or structures of any type is prohibited on the Property.

- i. Non-Smoking. To the greatest extent allowed by law, smoking shall not be permitted on the Property.
- j. No Sale of Property. Grantee shall not offer the Property for sale without first submitting a written offer to sell the property to Grantor for One Hundred and 00/100 Dollars (\$100.00). Grantor shall have thirty (30) days from the date of receipt of the offer to provide written acceptance. If Grantor does not accept the offer, then Grantee may sell the property subject to the restrictions contained herein and the Donation Agreement under which the Property was conveyed from Grantor to Grantee.
- k. Storm and Drainage Management. Nothing contained in these Deed Restrictions shall prohibit or limit Grantee's right to place, construct, install, maintain, operate, repair, remove or restore flood, erosion, and storm water or drainage management structures and improvements, nor shall these Deed Restrictions prohibit or limit Grantee from taking or causing to be taken any other actions, as may be necessary or appropriate, to comply with applicable laws, ordinances, rules or regulations of any governmental authority having jurisdiction over Grantee and the Property, or to remediate, correct, manage, repair, restore or otherwise address any latent or patent defects, violations, contamination, or damage to the Property, including, without limitation, damage to structures and vegetation caused by fire, flood, storm, earth movement or other casualty, or acts beyond the control of Grantee.
- l. Completion of Construction. Grantee shall exercise best efforts to finish its construction of the public-park improvements and have the public park open no later than June 30, 2027.

Grantor and Grantee acknowledge and agree that any common law or statutory rule against perpetuities law does not apply to any right, interest, option, or estate in property created hereunder or pursuant hereto as Grantor's right of reverter is neither an executory interest nor a contingent remainder. In the event that a court of law were to determine that any common law or statutory rule against perpetuities is held to apply to any such right, interest, option, or estate, if such right, interest, option, or estate in property conveyed by this Deed does not vest upon the recording of this Deed, the Grantor and Grantee hereby agree that such right, option, interest, or estate shall vest, if at all, within twenty-one (21) years less five (5) days after the death of the last surviving descendant of George H.W. Bush (the 41st President of the United States), who is living on the date of the recording of this Deed. Notwithstanding the limitation in the preceding sentence, Grantor and Grantee agree and intend that a court finding any common law or statutory rule against perpetuities applicable shall reform such right, interest, option, or estate so that such right, interest, option, or estate is exercisable for the longest period permissible under such rule, including such longer time as may be authorized by any statutory rule against perpetuities, if by such reformation such right, interest, option, or estate would be exercisable for a period longer than that provided in the preceding sentence.

IN WITNESS WHEREOF, the Grantor sets its hand this _____ day of _____, 2021.

CEDAR POINT PARK LLC,
a Delaware limited liability company

By: _____

Its: _____

STATE OF OHIO)
)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named CEDAR POINT PARK, LLC, a Delaware limited liability company, by and through _____, its _____, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the free act and deed of such limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____, Ohio this ____ day of _____, 2021.

Notary Public

This instrument prepared by:
Majeed G. Makhlouf
BERNS, OCKNER & GREENBERGER, LLC
3733 Park East Drive, Suite 200
Beachwood, Ohio 44122