



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
APRIL 22, 2024 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Krabill
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	R. Brady, D. Murray, S. Poggiali, R. Koonce, J. Krabill, K. Vargo, D. Waddington
APPROVAL OF MINUTES	April 9, 2024 Regular Meeting
PRESENTATION	Battery Park Project Update, Jon Sines, Marous Development Group
PUBLIC HEARING	CDBG 2024-2028 Consolidated Plan & 2024 Annual Action Plan, Nicole Grohe
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

CONSENT AGENDA

ITEM A – Submitted by Cathy Myers, Commission Clerk

LIQUOR LICENSE TRANSFER OF OWNERSHIP FOR J & L LAKESIDE GROUP LLC

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

Notice to Legislative Authority for D2, D2X, D3 Liquor License: Wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1:00 a.m., (Grandfathered permit) Beer only for on premises consumption or in original sealed containers for carryout until 1:00 a.m., Spirituous liquor for on premises consumption only until 1:00 a.m.

For: J & L Lakeside Group LLC, 1st Fl & Bsmt & Patio, 1040 Camp Street

From: Richs Bar and Tavern LLC, dba Ole Camp Street Tavern

ITEM B – Submitted by Jared Oliver, Police Chief

CONSENT FOR SHEP GRANT APPLICATION TO OHIO DEPARTMENT OF PUBLIC SAFETY

Budgetary Information: There is no budgetary impact as grant funds would reimburse any costs.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the submission of a grant application to the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) for financial assistance through the FFY 2025 Summer Holiday Enforcement Program (SHEP) for the Police Department; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM C – Submitted by Aaron Klein, Public Works Director

CONSENT FOR GRANT APPLICATION TO ODNR FOR THE PATHWAY/LANDING PROJECT

Budgetary Information: Acceptance of these funds will reduce the amount required for the project through dedicated Tax Increment Financing on the site.

RESOLUTION NO. _____: It is requested a resolution be passed approving and ratifying the submission of an application for financial assistance through the Ohio Department of Natural Resources for capital improvement funds for the Sandusky Bay Pathway / Landing Park Project; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

REGULAR AGENDA

ITEM 1 – Submitted by Arin Blair, Chief Planner (PASS ONE RESOLUTION ONLY)

APPEAL OF LANDMARK COMMISSION DECISION FOR CERTIFICATE OF APPROPRIATENESS

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

- 1. RESOLUTION NO. _____:** It is requested a resolution be passed **denying** MRE Development Co. LLC's, d.b.a. Subway®, appeal of the Sandusky Landmark Commission's decision to deny the Certificate of Appropriateness for exterior paint color alternations of the building located at 160 Wayne Street; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.
- 2. RESOLUTION NO. _____:** It is requested a resolution be passed **granting** MRE Development Co. LLC's, d.b.a. Subway®, appeal of the Sandusky Landmark Commission's decision to deny the Certificate of Appropriateness for exterior paint color alternations of the building located at 160 Wayne Street; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

ITEM 2 – Submitted by Cody Browning, IT Manager

APPROVAL OF UPGRADED NETWORK MANAGED SERVICES AGREEMENT WITH DATASERV INTEGRATIONS

Budgetary Information: The total cost is \$72,391.83 per year for 5 years at a potential cost of \$361,959.15 and will be paid annually with IT operating budget funds of \$50,671.29, water funds of \$6,002.10 and sewer funds of \$15,718.44.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Managed Services Agreement with Dataserv Integrations, LLC of Westlake, Ohio, for professional

services for the redesign and implementation of upgraded network infrastructure; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 3 – Submitted by Mario D’Amico, Fire Chief

APPROVAL OF AGREEMENT FOR DELINQUENT DEBT COLLECTION WITH OHIO ATTORNEY GENERAL

Budgetary Information: The agreement will not negatively impact on the City’s budget as this is an attempt to collect debt owed to the City of Sandusky for ambulance services rendered. This agreement will generate revenue.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Delinquent Debt Collection Agreement with the Ohio Attorney General for professional services for the collection of debt for the Sandusky Fire Department; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 4 – Submitted by James Stacey, Transit Administrator

PERMISSION TO PURCHASE TRANSIT WAITING ENVIRONMENT ENHANCEMENT PRODUCTS

Budgetary Information: The total cost of the bus shelters, benches, bike racks, and trash cans, including shipping and handling, is \$24,990.07 and will initially be paid with Transit Funds and then reimbursed by the Erie County Health Department.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase of bus shelters, benches, bike racks, and trash cans from Global Industrial of Port Washington, New York, through the Equalis Group cooperative purchasing program for the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 5 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF TIRC RECOMMENDATIONS

Budgetary Information: Continuation of the Tax Increment Financing Districts will result in the City’s continued receipt of Tax Increment Financing revenue for use on public improvement projects.

RESOLUTION NO. _____: It is requested a resolution be passed accepting and approving the City of Sandusky Tax Incentive Review Council’s (T.I.R.C.) recommendations regarding current taxation agreements; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

ITEM 6 – Submitted by Aaron Klein, Public Works Director

APPROVAL OF 1ST AMENDMENT OF LAND LEASE AGREEMENT WITH OHIO 2 SKYTREE MPL TOWER HOLDINGS

Budgetary Information: The City will be due \$10,000 upon execution of the Amendment and \$1,840 monthly, with a rent escalation of 15% at the start of each renewal period. Any collocation with a sublessee would result in an extra \$150 per month.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a First Amendment to Communications Site Option and Land Lease Agreement with Ohio 2 Skytree MPL Tower Holdings, LLC relating to the Milan Road cell tower; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 7 – Submitted by Aaron Klein, Public Works Director

APPROVAL OF EASEMENTS FOR SANDUSKY BAY PATHWAY WITH CMSC, LTD

Budgetary Information: The cost of the temporary easement is \$1,312.73, and the total cost of the permanent easement is \$15,996.43 for a total acquisition price of \$17,309.16 that will be paid from Capital Projects Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed approving a permanent easement and temporary easement granted to the City by CMSC, Ltd. for the Sandusky Bay Pathway; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 8 – Submitted by Josh Snyder, Public Works Engineer

APPROVAL OF PROPERTY ACQUISITION AND EASEMENTS WITH CP FOR CLEVELAND ROAD PROJECT

Budgetary Information: Costs associated with the acquisition and temporary easements have been spelled out below, with the total agreed upon amount of \$23,081.00, being paid for by the City and then reimbursed by Ohio Department of Transportation (ODOT). The funding split is \$1,154.05 (5%) City of Sandusky, Major Infrastructure Funds (Streets) and \$21,926.95 (95%) ODOT through the Highway Safety Improvements Program funds.

Cedar Point Park LLC, a Delaware limited liability company		FMVE	Pay	Gift of Land
57-00771.000	56-WD & T1	\$ 53,125.00	\$ 21,080.00	\$ 32,045.00
57-05722.000	56 T2	above		
57-05026.000	57-T	\$ 910.00	\$ 1.00	\$ 910.00
57-03094.000	60-T	\$ 3,125.00	\$ 2,000.00	\$ 1,125.00
57-03095.000	60-T	above		

1. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract for sale and purchase of real property with Cedar Point Park LLC for a portion of Parcel No. 57-00771.000 located on Cedar Point Drive; approving temporary easements granted to the City by Cedar Point Park LLC for the Cleveland Road Safety Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

2. **ORDINANCE NO. _____**: It is requested an ordinance be passed approving a temporary easement granted to the City by Cedar Point Park LLC for the Cleveland Road Safety Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.
3. **ORDINANCE NO. _____**: It is requested an ordinance be passed approving a temporary easement granted to the City by Cedar Point Park LLC for the Cleveland Road Safety Improvement Project; authorizing and directing the City Manager to execute a bill of sale for the compensation of structures / improvements within the temporary easement; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 9 – Submitted by Megan Stookey, Project Manager

AUTHORIZING EXPENDITURE FOR RESTORATION TO CLARIFIER BUILDING AT BIWW WITH GARLAND

Budgetary Information: Total cost for this repair work is \$153,151.00, which includes materials, delivery, installation, warranties and a contingency, and will be paid from Capital Projects funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Garland/DBS, Inc. of Cleveland, Ohio, through the U.S. Communities Government Purchasing Alliance for the roof replacement and masonry façade restoration to the Clarifier Building at the Big Island Water Works Plant; 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.CityofSandusky.com/Live – Click “Play” 

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

4186524		TRFO		J & L LAKESIDE GROUP LLC 1ST FL & BSMT & PATIO 1040 CAMP ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
02	01	2021		
ISSUE DATE				
01	08	2024		
FILING DATE				
D2 D2X D3		PERMIT CLASSES		
22	077	B	F31101	
TAX DISTRICT		RECEIPT NO.		

FROM 04/10/2024

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				
01	08	2024		
FILING DATE				
D2 D2X D3		PERMIT CLASSES		
22	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 04/10/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/13/2024

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 4186524**

(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



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: Liquordocs@com.ohio.gov

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 12/29/2023)

Cathy Myers

From: Jared Oliver
Sent: Monday, April 15, 2024 1:36 PM
To: Mario D'Amico; Cathy Myers; Colleen Gilson
Subject: RE: Liquor License # 4186524 J & L Lakeside Group LLC

SPD has no comments or concerns with this permit.



Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.cityofsandusky.com



From: Mario D'Amico <mdamico@cityofsandusky.com>
Sent: Monday, April 15, 2024 1:30 PM
To: Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: Re: Liquor License # 4186524 J & L Lakeside Group LLC

Fire has no issues or concerns with this liquor license.



Mario D'Amico | *Fire Chief*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5822 | F: 419.627.5820
mdamico@cityofsandusky.com

From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Monday, April 15, 2024 11:56 AM
To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: Liquor License # 4186524 J & L Lakeside Group LLC

Please provide comments for Commission meeting on this liquor license.

Cathy Myers

From: Mario D'Amico
Sent: Monday, April 15, 2024 1:30 PM
To: Cathy Myers; Jared Oliver; Colleen Gilson
Subject: Re: Liquor License # 4186524 J & L Lakeside Group LLC

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Subject: Liquor License # 4186524 J & L Lakeside Group LLC

Please provide comments for Commission meeting on this liquor license.

Transfer of Ownership License from: Richs Bar & Tavern LLC (DBA) Old Camp Street Tavern to: J & L Lakeside Group LLC, 1st Fl & Bsmt & Patio, 1040 Camp Street

D2, D2X, D3: Wine & mixed beverages for on premises consumption or in original sealed containers for carryout only until 1:00 a.m., (Grandfathered permit) Beer only for on premises consumption or in original sealed containers for carryout only until 1:00 a.m., Spirituous liquor for on premises consumption only until 1:00 a.m.



Cathy Myers, Commission Clerk
City Hall
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850 | F: 419.627.5555
www.cityofsandusky.com



Cathy Myers

From: Colleen Gilson
Sent: Monday, April 15, 2024 1:44 PM
To: Jared Oliver; Mario D'Amico; Cathy Myers
Subject: RE: Liquor License # 4186524 J & L Lakeside Group LLC

Community Development has no comments or concerns with this permit.

From: Jared Oliver <joliver@cityofsandusky.com>
Sent: Monday, April 15, 2024 1:36 PM
To: Mario D'Amico <mdamico@cityofsandusky.com>; Cathy Myers <CommissionClerk@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: RE: Liquor License # 4186524 J & L Lakeside Group LLC

SPD has no comments or concerns with this permit.



Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.cityofsandusky.com



From: Mario D'Amico <mdamico@cityofsandusky.com>
Sent: Monday, April 15, 2024 1:30 PM
To: Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: Re: Liquor License # 4186524 J & L Lakeside Group LLC

Fire has no issues or concerns with this liquor license.



Mario D'Amico | Fire Chief
SANDUSKY FIRE DEPARTMENT
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T: 419.627.5822 | F: 419.627.5820
mdamico@cityofsandusky.com



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.cityofsandusky.com

TO: John Orzech, City Manager
FROM: Jared Oliver, Police Chief
DATE: April 10, 2024
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation approving the submission of a grant application to the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) to participate in the FFY 2025 Summer Holiday Enforcement Program (SHEP) grant.

BACKGROUND INFORMATION: The Ohio Department of Public Safety, Ohio Traffic Safety Office offers grant funding to law enforcement agencies through the FFY 2025 Summer Holiday Enforcement Program (SHEP) to conduct high visibility enforcement (HVE) activities impact/deter fatal crashes. The HVE includes occupant protection (seatbelt violations), speed, alcohol or drugged driving, aggressive driving, motorcycle crash reduction, failure to yield, etc.

BUDGETARY INFORMATION: There is no budgetary impact as grant funds would reimburse any costs.

ACTION REQUESTED: It is requested that the proper legislation be prepared approving the submission of a grant application to the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office to participate in the FFY 2025 Summer Holiday Enforcement Program (SHEP) grant and, if awarded, authorizing the City Manager to accept funds and execute any grant agreement related to the acceptance of funds. It is further requested that the legislation be passed under suspension of the rules in accordance with section 14 of the City Charter in order to submit the grant application as soon as possible and prior to the deadline of May 23, 2024.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

John Orzech, City Manager

Cc: Michelle Reeder, Finance Director
Stewart Hastings, Law Director
Cathy Myers, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF PUBLIC SAFETY (ODPS), OHIO TRAFFIC SAFETY OFFICE (OTSO) FOR FINANCIAL ASSISTANCE THROUGH THE FFY 2025 SUMMER HOLIDAY ENFORCEMENT PROGRAM (SHEP) FOR THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Traffic Safety Office (OTSO) provides federal funds from the National Highway Traffic Safety Administration (NHTSA) to eligible entities to be used in part for, but not limited to, traffic safety education, enforcement and awareness; and

WHEREAS, OTSO's competitive grant process solicits grant proposals for highway safety activities from state agencies, non-profit organizations, colleges and universities, hospitals, political subdivisions and other interested groups within Ohio and if awarded, the funds will be used to conduct High Visibility Enforcement (HVE) activities to deter fatal crashes and will include occupant protection (seatbelt violations), speed, alcohol or drugged driving, aggressive driving, motorcycle crash reduction, failure to yield, and so forth; 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 submit the grant application to the Ohio Department of Public Safety's Ohio Traffic Safety Office as soon as possible and prior to the deadline of May 23, 2024; and

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

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

Section 1. This City Commission hereby approves the submission of a grant application to the Ohio Department of Public Safety, Ohio Traffic Office for financial assistance through the FFY 2025 Summer Holiday Enforcement Program for the Police Department.

Section 2. This City Commission authorizes and directs the City Manager to execute any grant agreement between the City of Sandusky and the Ohio Department of Public Safety in relation to the acceptance of the grant funds and to lawfully expend the funds consistent with the grant agreement.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024



DEPARTMENT OF PUBLIC WORKS

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Aaron M. Klein, P.E.

Date: April 10, 2024

Subject: Commission Agenda Item – Capital Improvement Community Park, Recreation/Conservation Project, Grant through Ohio Department of Natural Resources (ODNR)

ITEM FOR CONSIDERATION: Legislation approving and ratifying the submission of a funding request for Capital Improvement Community Park, Recreation/Conservation project funds through Ohio Department of Natural Resources (ODNR) to be used toward the Sandusky Bay Pathway/Landing Park Project.

BACKGROUND INFORMATION: The City of Sandusky submitted a project information package to the State of Ohio in 2021 for construction costs related to the Sandusky Bay Pathway/Landing Park Project through the State Capital Budget. The City received notification that the State of Ohio allocated \$750,000 for the project but required environmental permitting to be substantially started prior to entering into an agreement for these funds with the City. With all environmental permitting applications submitted in 2023, the program manager from the Ohio Department of Natural Resources (ODNR), which is the state agency that will be administering the funds as part of the Community Recreation/Conservation Project Pass-Through grant, requested the City submit a Project Information Package so a formal contract could be generated. The package was submitted, review completed, and the draft agreement was sent to the City for review and signatures.

The contract states that ODNR agrees to provide the City of Sandusky Seven Hundred Thirty-Five Thousand Dollars (\$735,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Fifteen Thousand Dollars (\$15,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. All the funds must be used for the portions of the project outside wetlands and other environmentally sensitive areas and on properties owned by the City of Sandusky for The Landing east of Hemminger Ditch.

BUDGETARY INFORMATION: Acceptance of these funds will reduce the amount required for the project through dedicated Tax Increment Financing on the site.

ACTION REQUESTED: It is recommended that the proper legislation be approved allowing the city manager to enter into a grant agreement with the Director of Ohio Department of Natural Resources and accept funds, and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for the agreement to be fully executed and have this funding source in place prior to bidding the project.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE THROUGH THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR CAPITAL IMPROVEMENT FUNDS FOR THE SANDUSKY BAY PATHWAY / LANDING PARK PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the 134th General Assembly of the State of Ohio, through House Bill 687, has appropriated Capital Improvement funds for Community Parks, Recreation, and Conservation projects and these funds will be administered by the Ohio Department of Natural Resources (ODNR) Office of Real Estate & Land Management (REALM); and

WHEREAS, the City originally submitted a Project Information Package to the Ohio Department of Natural Resources for construction costs related to the Sandusky Bay Pathway / Landing Park in 2021, and was awarded funds in the amount of \$750,000.00 for the project but was required to have environmental permitting substantially started prior to entering into the grant agreement; and

WHEREAS, all of the environmental permitting applications were submitted in 2023 and ODNR requested the City submit another Project Information Package to generate a formal contract; and

WHEREAS, the grant agreement provides for \$735,000.00 of reimbursable funds for the project and \$15,000.00 to be retained by ODNR for administrative costs and all of the funds must be used for the portions of the project outside wetlands and other environmentally sensitive areas and on properties owned by the City for The Landing east of Hemminger Ditch; 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 ratify the submission of the application and execute the grant agreement so this funding source can be in place prior to bidding the 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves and ratifies the submission of an application for financial assistance through the Ohio Department of Natural

Resources for Capital Improvement funds for the Sandusky Bay Pathway / Landing Park Project.

Section 2. The City Manager is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with the City’s applications and to execute any contracts or agreements on behalf of the City and to provide all necessary information for cost reimbursement.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024



DEPARTMENT of COMMUNITY DEVELOPMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5973
www.cityofsandusky.com

To: John Orzech, City Manager

From: Arin Blair, Chief Planner

Date: April 10, 2024

Subject: Commission Agenda Item – Landmark Commission Appeal

Item for Consideration: Appeal of the March 20, 2024 Sandusky Landmark Commission's decision to deny a Certificate of Appropriateness for exterior paint color alterations at 160 Wayne St.

Background Information: An application for a Certificate of Appropriateness was submitted by Robert Resley, on behalf of MRE Development Co. LLC, d.b.a. Subway®, to the Landmark Commission for exterior paint color alterations. The Landmark Commission heard the application on November 15, 2023. The Landmark Commission denied the paint color *Benjamin Moore #2033-10 Yellow Green*. The motion to deny the paint color *Benjamin Moore #2033-10 Yellow Green* was passed unanimously with a 4-0 vote. Unfortunately, the applicant was not given proper notice of their placement on the Landmark Commission agenda for that date and time and was not in attendance to present his case at the meeting. An appeal was brought forward to the City Commission on December 11, 2024 and City Commission remanded the case back to Landmarks Commission to hold a *de novo* hearing.

The case was heard by the Landmarks Commission on March 20, 2024, at which the applicant was present to represent his case. The Landmark Commission denied the paint color *Benjamin Moore #2033-10 Yellow Green*. The motion to deny the paint color *Benjamin Moore #2033-10 Yellow Green* was passed with a 3-1 vote.

Photo of the subject paint colors. The painting was done without Landmarks Commission review and a notice of violation was sent on October 13, 2023.



Staff's recommendation to deny, and the subsequent Landmarks Commission vote to deny the *Yellow Green* paint color is based on the Sandusky Preservation Design Guidelines (2019 version), which states the following on Paint & Color Selection (p. 23):

Many of the major paint manufacturers have developed "historic" paint color charts which can be consulted when a color program is being selected for a building. Many colors that may be appropriate are available on charts labeled "heritage colors."

A building's color selection should be based primarily on the following [applicable] points:

- The color(s) of the building's unpainted natural materials (e.g. brick, copper, stone).
- The color of the surrounding buildings should be considered so that harmonious streetscape is created.
- Harsh or bold colors which may detract from or overpower the entire façade should not be used.

The building is a non-contributing structure lacking significant architectural details to preserve. The evaluation of the case is pointed to whether the exterior changes are within the guidelines regarding the character of the overall district and creating a harmonious streetscape, and whether the colors used are too harsh or bold to overpower the entire façade. Through this lens, the Landmarks Commission denied the case.

According to Section 1161.10 of the Sandusky Codified Ordinance, decisions by the Landmark Commission may be appealed in writing to the City Commission within ten days of the Landmark Commission hearing. The applicants submitted an appeal to the City Commission on March 27, 2024.

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

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

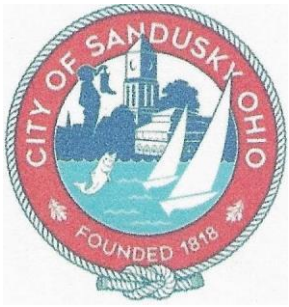
Action Requested: It is requested that City Commission affirm the Landmarks Commission in denial of this appeal and direct the applicant to propose an alternate painting plan for the building, working with staff and the Landmark Commission to receive a Certificate of Appropriateness before any further exterior changes are made. It is further requested that this legislation be passed as an emergency measure in accordance with Section 14 of the City Charter in order to comply with time requirements of Section 1161.10 and to promptly act on this Appeal.

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Community Development Director

cc: Cathy Myers, Clerk of City Commission
Michelle Reeder, Finance Director
Stewart Hastings, Law Director



Department of Community Development

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

October 13, 2023

Re: Zoning Violation Letter-160 Wayne St

To Whom It May Concern,

The above referenced address is in violation of Chapter 1161 Landmark Preservation of the Sandusky Planning and Zoning code. The property is within the Downtown Historic District. External changes to the property must receive a Certificate of Appropriateness from the Landmarks Commission.

The Sandusky Preservation Design Guidelines outline appropriate changes to the exterior of structures in historic districts. These can be found at www.cityofsandusky.com/historic. On Page 23, Paint & Color Selection, the following guidelines apply:

Many of the major paint manufacturers have developed "historic" paint color charts which can be consulted when a color program is being selected for a building. Many colors that may be appropriate are available on charts labeled "heritage colors."

A building's color selection should be based primarily on the following points:

- The color of the surrounding buildings should be considered so that a harmonious streetscape is created.
- Harsh or bold colors which may detract from or overpower the entire facade should not be used.

Staff investigation has found the exterior paint color has been updated to a color not appropriate according to the guidelines and no application for approval of exterior paint color was received for review by the Landmarks Commission.

Section 1161.09 Enforcement & Penalties requires compliance with seventy-two hours of receipt of this notice.

Please contact me at the Community Development Department at 419-627-5873 or email ablair@cityofsandusky.com to discuss the process for bringing the property into compliance.

Sincerely,

Arin Blair, AICP
Chief Planner

Robert Resley
533 Cleveland Rd. W.
Huron, Ohio 44839
419-433-8058
huronmarket@aol.com

10-30-23

City of Sandusky
Division of Planning

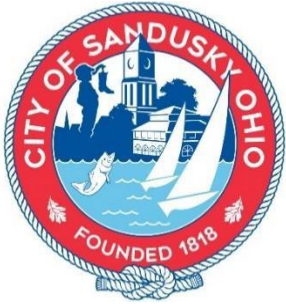
In response to your letter dated 10-13-23 for the zoning violation for 160 Wayne St.:

From the day I purchased the closed down building on Wayne St. and E. Market St., which was dilapidated and an eyesore to the city, I began putting money into it to bring it back. I found two good long term tenants. Subway in 2013 and Amarone in 2014. Both of these businesses have been marginal, but continue on through years of hard work. I continue to reinvest in the business up to the current day. It is in the best interest for the current tenant to continue with the updated, current paint vs. the dark, drab paint colors suggested. The current paint brightens up the corner which is positive for both tenants vs. the negative affect it would have on both businesses to dim the color. There are currently multiple buildings downtown with bright colorful murals. I have owned businesses in Sandusky back to 1984 (Convenient Food Mart), always pay my taxes, employed hundreds of hard working employees, and never asked for any help. I am now after 25 plus years, asking to be allowed to keep the building at E. Market and Wayne St., the new fresh Subway color, which is helpful to the success of the current tenants, Amarone and Subway. Our application is attached.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Robert Resley", with a stylized, flowing script.

Robert Resley



Landmark Commission

240 Columbus Ave
Sandusky, Ohio 44870

419.627.5891

www.cityofsandusky.com

AGENDA

March 20, 2024

5:00 P.M.

City Commission Chamber

Live Streamed on www.youtube.com/CityofSanduskyOH

-
1. Call to Order- Roll Call
 2. Review of February 21, 2024 Meeting Minutes
 3. Applications
 - 160 Wayne St.
 4. Administrative Approvals
 - 209 Fulton St.
 5. Adjournment

NEXT MEETING: April 17, 2024

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

LANDMARK COMMISSION REPORT

APPLICATION FOR EXTERIOR ALTERATIONS TO
160 WAYNE STREET

EXTERIOR PAINT COLOR

Reference Number: PCL23-0026

Date of Report: November 2, 2023

Report Author: Alec Ochs, Assistant Planner



City of Sandusky, Ohio Landmark Commission Report

BACKGROUND INFORMATION

Applicant:	Robert Resley 533 Cleveland Rd. W. Huron, OH 44839
Owner:	Same as Above
Site Location:	160 Wayne St. Sandusky, Ohio 44870
Zoning:	DBD – Downtown Business
Historic Status:	Non-contributing building in the Downtown Sandusky Commercial Historic District
Existing Uses:	Restaurant
Proposed Uses:	Restaurant
Project:	
1.	Exterior Paint Color

SITE DESCRIPTION



Colors sought for approval (already painted)



Colors previously painted



PROPERTY DESCRIPTION

The site of 160 Wayne St. is currently the location of Subway. There is little documented history on this structure.

PROJECT SCOPE

1. Exterior Alterations: Paint Color

The applicant has requested a Certificate of appropriateness for exterior color changes made to 160 Wayne Street in September-October 2023. The submitted materials state the colors are Sherwin Williams #7567 natural tan and Benjamin Moore #2033-10 yellow green.

RELEVANT GUIDELINES

Sandusky Preservation Design Guidelines

[A Certificate of Appropriateness] “is necessary when a change is being made to the exterior of a property... which involves any of the following actions: construction; reconstruction; or alteration of any property, structure, tree, sign, area, or object within the District, including the changing of any exterior color or building material.

Sandusky Preservation Design Guidelines

- **Paint & Color Selection – page 23**
(Summarized)
 - a) Consider earth tone colors
 - b) Architectural features were painted to contrast wall color
 - c) Consider “heritage colors”
 - d) Consider surrounding building colors
 - e) Consider style and historic period of the building
 - f) **Harsh or bold colors should not be used**

SUPPLEMENTAL NOTES / DIVISION OF PLANNING COMMENTS

The applicant was not aware of the requirement for approval from the Landmarks Commission before changing the exterior colors of the building. In a letter later submitted, Mr. Resley stated the desire to “brighten up the corner” to increase visibility of the building and the tenant businesses within it. Staff received multiple complaints about the bright green paint color applied, with observations questioning whether it fit within the guidelines for the historic district and whether they went through the proper approvals process prior to completing the project.

Apon receiving these complaints, the Planning Division issued a zoning violation notice to the property owner. Email correspondence from a representative of Subway was received on October 18, 2023. They indicated the color selection was dictated by Subway's corporate brand guidelines. Staff outlined the required Landmarks Commission process for approval and encouraged the selection of an alternate appropriate color, hoping for a solution that would be documented within Subway's brand guidelines and appropriate within Sandusky's guidelines. Staff's assumption is Subway is located within other historic districts nationwide, and has either documented appropriate historic colors to use within their brand guidelines or a process for making an exception. Also, staff sent several example colors and links in the email for examples of colors appropriate within the historic district.

On October 31, 2023 staff received the application for approval of the existing color along with photos and the referenced letter from Mr. Resley.

While the existing bright green color is not appropriate according to the Sandusky Preservation Design Guidelines ("harsh or bold colors should not be used"), staff is confident an alternate green color could be selected which would fit within the guidelines and accomplish the owner's goal to brighten up the corner. It is staff's recommendation that the Landmarks Commission deny the request to keep the existing green color (Benjamin Moore #2033-10 yellow green) and direct the applicant to select other color options to be reviewed either by staff for approval or to bring forward to the Landmarks Commission for approval.

The "Sherwin Williams #7567 Natural Tan" secondary color is appropriate and can be included in a future Certificate of Appropriateness assuming a resolution is reached with the green.

Finally, in the letter Mr. Resley mentions nearby murals in the historic district. If the applicant wishes to pursue a mural on the building, staff welcomes the conversation to discuss the approvals process for such a project.

CONCLUSION/RECOMMENDATION

The Planning Division recommends the Landmarks Commission deny of the request for a Certificate of Appropriateness for the exterior color change to "Benjamin Moore #2033-10 yellow green" at 160 Wayne Street.

City of Sandusky/Downtown Design Review District Application for Certificate of Appropriateness



Address of Property: 160 Wayne St.

Property Owner Name: Robert Resley

Property Owner Address: 533 Cleveland Rd. W., Huron, Ohio 44839 (office)

Property Owner Phone Number: (Phone): 419-433-8058 (FAX): 419-433-8186

Have you reviewed the Downtown Sandusky Design Review Guidelines?



Yes



No

Is the building on the National Register of Historic Places?



Yes



No

Scope of project to include: (Please check appropriate items.)

☐ Awnings/Shutters

☐ Energy Conservation

☐ Fences

☐ Signage

☐ Doors, Windows, Entrances

☐ Siding

☐ Roofing

☐ Complete Façade Restoration

☐ Landscaping

☐ Partial Façade Restoration

☐ Rear Access

☒ Exterior Painting (Commercial)

☐ Parking Lot Layout

☐ Other: _____

Briefly explain the proposed work: (Attach extra sheets if necessary.)

Repaint building exterior.

Colors SW # 7567 Natural Tan

Benjamin Moore # 2033-10 Yellow green

City of Sandusky/Downtown Design Review District Application for Certificate of Appropriateness, Page Two



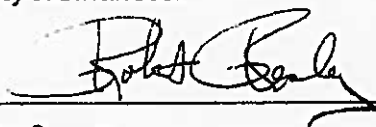
Please submit the following information:

- One historical (if available) and one modern photograph of building
- Eight (8) copies of plans of proposed work, including color and/or material samples if appropriate.

Estimated total cost/budget for proposed project: \$10,000.00

Do you have any questions or concerns?

I understand the criteria for this application, approval and reviews by the Design Review Board and agree to be subject to the Secretary of the Interior's Standards for the above described work in accordance with City ordinances.

Signed: 
Property Owner

Date: 10-30-23

FOR OFFICE USE ONLY

Application Number: _____

Received By: _____

Date Received: _____

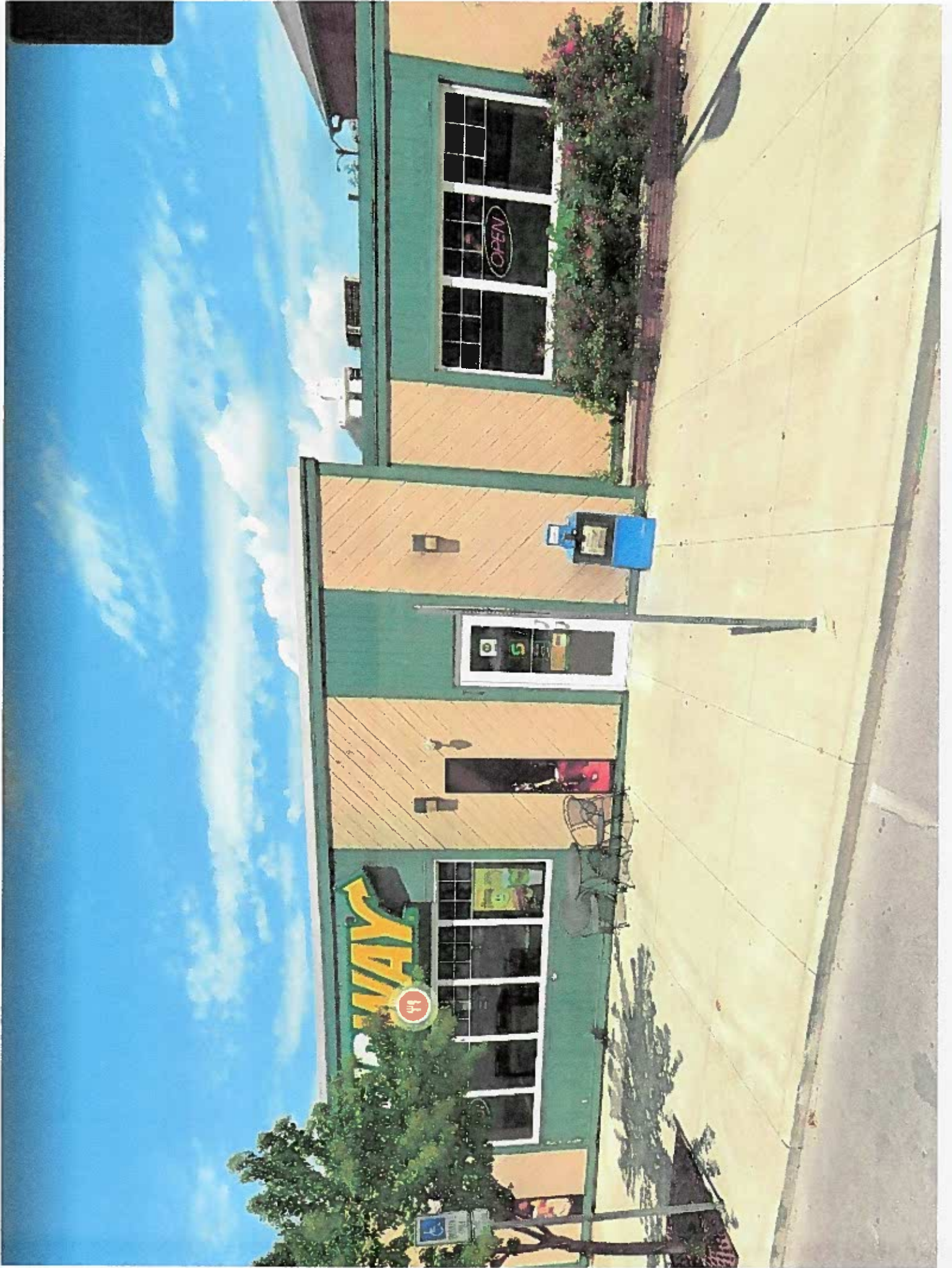
Date of Meeting: _____

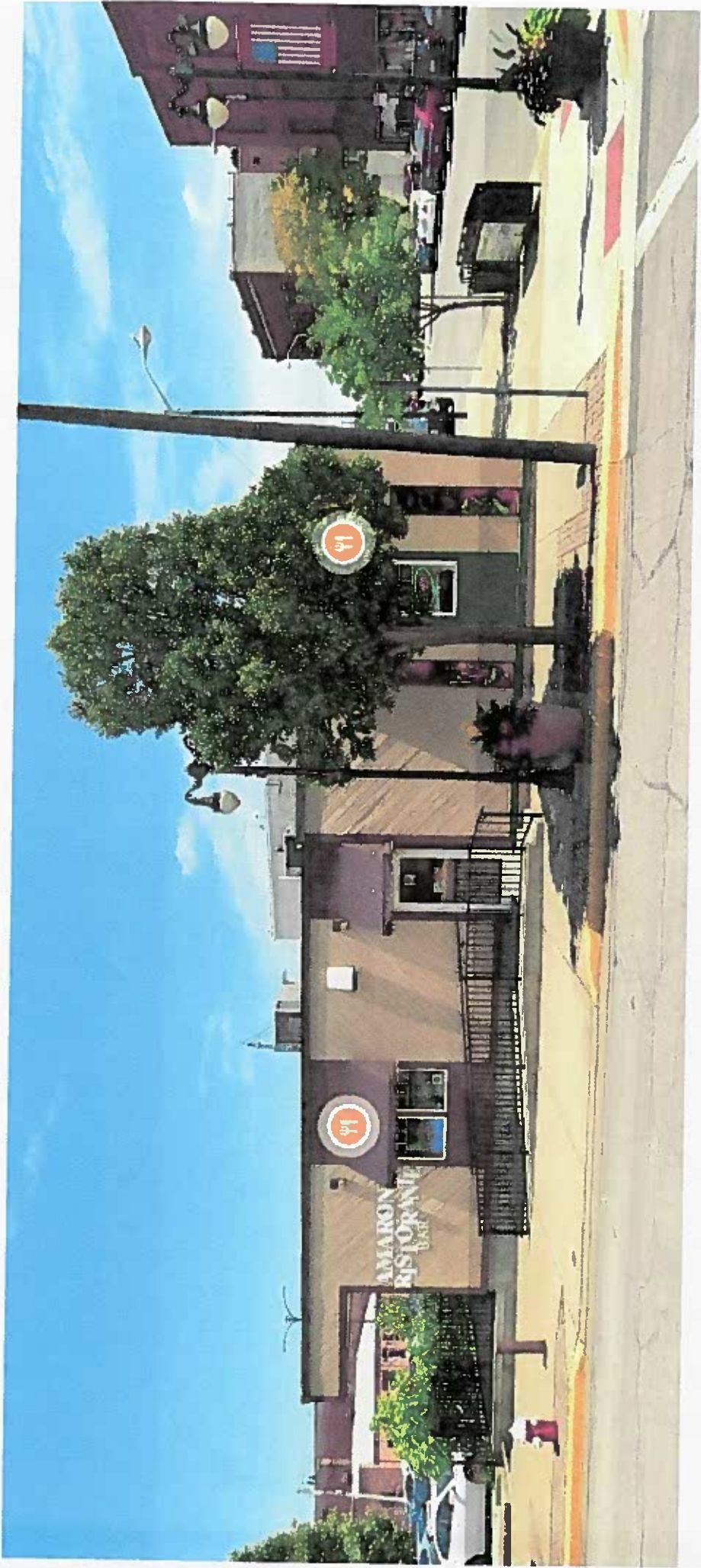
Approved or Denied?: _____

Conditions of Approval or Reasons for Denial:











Robert Resley
533 Cleveland Rd. W.
Huron, Ohio 44839
419-433-8058
huronmarket@aol.com

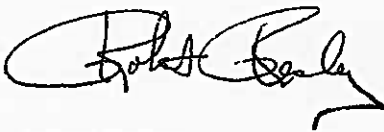
10-30-23

City of Sandusky
Division of Planning

In response to your letter dated 10-13-23 for the zoning violation for 160 Wayne St.:

From the day I purchased the closed down building on Wayne St. and E. Market St., which was dilapidated and an eyesore to the city, I began putting money into it to bring it back. I found two good long term tenants. Subway in 2013 and Amarone in 2014. Both of these businesses have been marginal, but continue on through years of hard work. I continue to reinvest in the business up to the current day. It is in the best interest for the current tenant to continue with the updated, current paint vs. the dark, drab paint colors suggested. The current paint brightens up the corner which is positive for both tenants vs. the negative affect it would have on both businesses to dim the color. There are currently multiple buildings downtown with bright colorful murals. I have owned businesses in Sandusky back to 1984 (Convenient Food Mart), always pay my taxes, employed hundreds of hard working employees, and never asked for any help. I am now after 25 plus years, asking to be allowed to keep the building at E. Market and Wayne St., the new fresh Subway color, which is helpful to the success of the current tenants, Amarone and Subway. Our application is attached.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'Robert Resley', with a stylized flourish at the end.

Robert Resley

**Landmark Commission
March 20, 2024
Meeting Minutes**

Meeting called to order:

Chair Griffiths called the meeting to order at 5:07 pm. The following members were present: Eliot Dyer, Alan Griffiths, Jeff Krabill, and Louis Schultz. Also, present were Arin Blair and Alec Ochs, who represented the Community Development Department, Law Director Stewart Hasting, City Commissioner Richard Koonce, and clerk, Cathy Myers. Kima Yandell notified Staff in advance that she was unable to attend the meeting.

Review of minutes from February 21, 2023

Chair Griffiths asked for a motion on the minutes. Commissioner Krabill made a motion to approve the minutes as presented and Chair Griffiths seconded the motion. A vote was called, and the minutes were approved unanimously, as presented.

Applications:

160 Wayne Street:

Chair Griffiths introduced the application for 160 Wayne Street, gave a brief history of the application, and asked for the Staff Report. Mr. Ochs stated that the applicant has requested a Certificate of appropriateness for exterior color changes made to 160 Wayne Street in September-October 2023. The submitted materials state the colors were Sherwin Williams #7567 natural tan and Benjamin Moore #2033-10 yellow green. In the application for a Certificate of Appropriateness, the applicant stated he was not aware there was a requirement for approval from the Landmark Commission before changing the exterior colors of the building. In a letter, later submitted, Mr. Resley stated the desire to “brighten up the corner” to increase visibility of the building and the tenant businesses within it. Staff received multiple complaints about the new bright green paint color, with observers questioning whether it fit within the guidelines for the historic district and whether they went through the proper approvals process prior to completing the project. The Planning Division issued a zoning violation notice to the property owner once the complaints were investigated. Email correspondence from a Subway representative was received on October 18, 2023. They indicated the color selection were Subway’s brand colors. Staff outlined the required Landmarks Commission process for approval and encouraged the selection of an alternate and appropriate color within Subway’s brand guidelines that would also be appropriate within Sandusky’s preservation design guidelines. Staff’s assumption was that there were other Subway locations within historic districts nationwide, that there were documented historic colors to use within their brand guidelines, or a process to make an exception. Staff sent several examples of appropriate colors within the historic district with links for the applicant to consider. On October 31, 2023, Staff received the application for approval of the existing color along with photos and the referenced letter from Mr. Resley. Mr. Ochs continued that the existing bright green color was not appropriate according to the Sandusky Preservation Design Guidelines (“harsh or bold colors should not be used”). Staff was confident an alternate green

color could be selected which would fit within the guidelines and accomplish the owner's goal to brighten up the corner. Staff recommended that the Landmarks Commission deny the request to keep the existing green color (Benjamin Moore #2033-10 yellow green) and direct the applicant to select other color options to be reviewed either by staff for approval or to bring forward to the Landmarks Commission for approval at 160 Wayne Street. The "Sherwin Williams #7567 Natural Tan," which was the secondary color on the building, was appropriate and could be included in a future Certificate of Appropriateness assuming a resolution was reached with the green. Finally, in Mr. Resley's letter, it was mentioned about nearby murals in the historic district. Staff encouraged the applicant to meet and discuss the approval process for the installation of a mural. Ms. Blair came forward and presented a slideshow that showed Subways in other locations including Ohio that met historic preservation guidelines and other businesses that adapted their branding to historic preservation guidelines.

Chair Griffiths asked the applicant or their representative to come forward to speak on behalf of the application. Mr. Bob Resley, the owner of the building and applicant, came forward to speak on behalf of the application. He stated that he has owned the building since 2001 and had never asked the City for any money for any of his properties. Mr. Resley added that he appreciated what the historical society was doing for the City, but his building needed a refresh to help the businesses located within the structure. He stated it wasn't Subway's colors, it was a color green they used on other Subways he owned to brighten them up. Mr. Resley stated that his manager, Toby Miller, started a petition on if people liked the color of the Subway. They were able to collect 150 signatures for the petition and provided it to the City. Mr. Resley stated he was trying to improve the building, be a good neighbor, was not aware he needed Commission approval, and hoped that the Commission would make an exception to his case. Mr. Resley consulted with attorney, Justin Harris, and was told that this case had a 5% favorable outcome for Mr. Resley. Mr. Resley agreed that the Commission had the authority to deny the application but hoped they would consider his time as a Sandusky resident and good neighbor business owner. Chair Griffiths thanked Mr. Resley for the well-presented case and opened the floor for comment from the Commissioners. Commissioner Schultz stated he was Subway customer but if the Commission started to make exceptions, they should just do away with the guidelines all together and he considered the historic district an economic asset to the City. Commissioner Krabill added that he never considered this particular property a historic building and was quite sympathetic to the applicant because he understood how it was for a small business owner and he had not received any negative feedback regarding the color. Commissioner Krabill stated that he believed the City was pushing too hard on a small business that was just trying to survive. Commissioner Dyer said it was tough because one exception could cause a spiral and thought a mural could possibly allow the business to keep some of the existing green and brighten the corner. Commissioner Dyer appreciated Mr. Resley's renovations to the building because the City needed more people to invest in the community like he was doing. Chair Griffiths commended Mr. Resley for the time and money he has invested in Sandusky and the surrounding region, but he agreed with Commissioner Schultz that having a historic district was an economic benefit to the City and that preserving the historic heritage was a decision made many years ago by multiple City Commissions. He continued that it was the Landmark Commission's job to be stewards of the guidelines and acknowledged that sometimes, on an individual basis, it was not in the best interest of the

individual within the historic district but as a community/ city, it was decided to preserve certain parts of our heritage. Chair Griffiths agreed with Commissioner Krabill it was not the role of the Commission to dictate how business owners promoted their business with structural detail, murals, or lighting but it was the role of the Commission to maintain the standards/ guidelines that have been approved by the City. Chair Griffiths encouraged Mr. Resley to work with Staff, should the application not be approved, on if there were potentially other resources that could help make the changes based on the guidelines.

Chair Griffiths called for a motion. Commissioner Schultz made a motion to deny the application. Commissioner Dyer seconded the motion. A vote was called and there were three votes in favor of denial and one vote, from Commissioner Krabill, against the denial. Chair Griffiths consulted Mr. Hastings if the motion to deny passed with a 3-1 vote in favor. Mr. Hasting confirmed that was correct based on Robert's Rules of Order. Chair Griffiths thanked Mr. Resley for coming and stated he had the right to appeal the decision with City Commission.

Administrative approval:

209 Fulton Street:

Chair Griffiths asked Mr. Ochs to explain the administrative approval at 209 Fulton Street. Mr. Ochs stated the applicants, Chris and Susan Oppelt, proposed to add a detached shed at the rear of the property. The shed was 10' x 12' and would be located on the Northwest corner of the property. There was one window on the south side of the structure, and it would be placed on a slab foundation. The applicants planned to make the colors of the shed cohesive to the original structure. Sandusky Preservation Design Guidelines summarized that the new structure was clearly not original, change in materials / details to visually distinguish from original structure, and be placed in rear of building. Staff determined the height, design, placement, color, and materials were appropriate and met the guidelines. Staff granted administrative approval for the shed on December 7, 2023.

Other Business:

Chair Griffiths asked if there was an update of whether SHPO reacted to the guidelines updated draft. Ms. Blair stated that SHPO approved the draft for adoption and will be on the City Commission agenda for their meeting on March 25, 2024.

Meeting adjourned:

Chair Griffiths called for a motion to adjourn the meeting. Commissioner Schultz made a motion to adjourn, and the motion was seconded by Commissioner Dyer. The meeting was adjourned at 5:36 pm.

Approved by:

Clerk

Chair/ Vice Chair

ROBERT T. RESLEY
533 CLEVELAND ROAD
HURON, OHIO 44839

March 27, 2024

Sandusky City Commission
240 Columbus Avenue
Sandusky, Ohio 44870

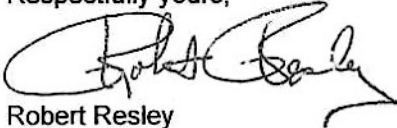
re: Landmark Commission – 160 Wayne Street

To City Commissioners: Richard Brady, Dennis Murray Jr., Richard Koonce, Jeff Krabill, Stephen Poggiali, Kate Vargo, and David Waddington:

It is requested that this letter be treated as my written appeal from the decision of the Landmark Commission dated March 20, 2024. Pursuant to section 1161.10 of the codified ordinances of the City of Sandusky, the undersigned respectfully asks the City Commission to set aside the Landmark Commission's said decision on the following grounds:

1. The current Subway color has had a positive impact for both struggling businesses located in the building. We have received a lot of compliments on the updated look and an increase in sales. To go back to muted, dull colors would only take us backwards.
2. I have spent thousands of dollars to improve and update the look of the building, which was already financially difficult with two marginal businesses. To spend thousands more to change the color again would cause more financial hardship and hurt both Subway and Amarone restaurants.
3. There are variances for the murals downtown and we ask for a variance for our Subway color scheme.
4. We updated the exterior of the building to the new Subway colors to match the new Subway interior décor we are implementing.
5. It is the landlord's job to do what is best for the tenants.
6. As a business owner in Sandusky since 1984, I have never asked the city for help, but now I ask and would appreciate your consideration with my request to keep the current color as is.

Respectfully yours,



Robert Resley

RESOLUTION NO. _____

A RESOLUTION GRANTING MRE DEVELOPMENT CO. LLC'S, D.B.A. SUBWAY®, APPEAL OF THE SANDUSKY LANDMARK COMMISSION'S DECISION TO DENY THE CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR PAINT COLOR ALTERNATIONS OF THE BUILDING LOCATED AT 160 WAYNE STREET; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Robert Resley, on behalf of MRE Development Co. LLC, d.b.a. Subway®, applied for a Certificate of Appropriateness for exterior paint color alterations at 160 Wayne Street, Sandusky, Ohio; and

WHEREAS, on November 15, 2023, the Sandusky Landmark Commission heard testimony and reviewed materials that were presented and denied the application for the Certificate of Appropriateness for the paint color alterations of the building; and

WHEREAS, the applicant was not given the proper notice of the Sandusky Landmark Commission meeting date and time and therefore were not in attendance to present their case; and

WHEREAS, on November 22, 2023, Robert Resley, on behalf of MRE Development Co. LLC, d.b.a. Subway®, appealed the decision of the Sandusky Landmark Commission to the City Commission; and

WHEREAS, on December 11, 2023, by Resolution No. 060-23R, the City Commission remanded MRE Development Co. LLC's (d.b.a. Subway®) appeal of the Sandusky Landmark Commission's decision to deny the Certificate of Appropriateness for exterior paint color alterations of the building located at 160 Wayne Street to the Landmark Commission in order to hold a *de novo* hearing; and

WHEREAS, on March 20, 2024, the Sandusky Landmark Commission heard testimony and reviewed materials that were presented and denied the application for the Certificate of Appropriateness for the paint color alterations of the building; and

WHEREAS, on March 27, 2024, Robert Resley, on behalf of MRE Development Co. LLC, d.b.a. Subway®, appealed the decision of the Sandusky Landmark Commission to the City Commission; and

WHEREAS, pursuant to Section 1161.10 of the Codified Ordinances of the City of Sandusky, the Landmark Commission has presented the City Commission with its written findings and the City Commission shall consider these findings and testimony presented during the appeal and either Grant, or Deny MRE Development Co. LLC's, d.b.a. Subway®, Appeal; 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 comply with time requirements of Section 1161.10 and to promptly act on this Appeal; and

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

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

Section 1. This City Commission has received the written findings from the Sandusky Landmark Commission and considered testimony presented during the appeal from the Landmark Commission's decision and does hereby GRANT the appeal of MRE Development Co. LLC regarding the City of Sandusky's Landmark Commission's decision to deny the Certificate of Appropriateness for the exterior paint color alternations of the building located at 160 Wayne Street, Sandusky, Ohio. The City Commission further grants the Certificate of Appropriateness as requested in the application.

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024

DRAFT

RESOLUTION NO. _____

A RESOLUTION DENYING MRE DEVELOPMENT CO. LLC'S, D.B.A. SUBWAY®, APPEAL OF THE SANDUSKY LANDMARK COMMISSION'S DECISION TO DENY THE CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR PAINT COLOR ALTERNATIONS OF THE BUILDING LOCATED AT 160 WAYNE STREET; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Robert Resley, on behalf of MRE Development Co. LLC, d.b.a. Subway®, applied for a Certificate of Appropriateness for exterior paint color alterations at 160 Wayne Street, Sandusky, Ohio; and

WHEREAS, on November 15, 2023, the Sandusky Landmark Commission heard testimony and reviewed materials that were presented and denied the application for the Certificate of Appropriateness for the paint color alterations of the building; and

WHEREAS, the applicant was not given the proper notice of the Sandusky Landmark Commission meeting date and time and therefore were not in attendance to present their case; and

WHEREAS, on November 22, 2023, Robert Resley, on behalf of MRE Development Co. LLC, d.b.a. Subway®, appealed the decision of the Sandusky Landmark Commission to the City Commission; and

WHEREAS, on December 11, 2023, by Resolution No. 060-23R, the City Commission remanded MRE Development Co. LLC's (d.b.a. Subway®) appeal of the Sandusky Landmark Commission's decision to deny the Certificate of Appropriateness for exterior paint color alterations of the building located at 160 Wayne Street to the Landmark Commission in order to hold a *de novo* hearing; and

WHEREAS, on March 20, 2024, the Sandusky Landmark Commission heard testimony and reviewed materials that were presented and denied the application for the Certificate of Appropriateness for the paint color alterations of the building; and

WHEREAS, on March 27, 2024, Robert Resley, on behalf of MRE Development Co. LLC, d.b.a. Subway®, appealed the decision of the Sandusky Landmark Commission to the City Commission; and

WHEREAS, pursuant to Section 1161.10 of the Codified Ordinances of the City of Sandusky, the Landmark Commission has presented the City Commission with its written findings and the City Commission shall consider these findings and testimony presented during the appeal and either Grant, or Deny MRE Development Co. LLC's, d.b.a. Subway®, Appeal; 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 comply with time requirements of Section 1161.10 and to promptly act on this Appeal; and

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

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

Section 1. This City Commission has received the written findings from the Sandusky Landmark Commission and considered testimony presented during the appeal from the Landmark Commission's decision and does hereby DENY the appeal of MRE Development Co. LLC regarding the City of Sandusky's Landmark Commission's decision to deny the Certificate of Appropriateness for the exterior paint color alternations of the building located at 160 Wayne Street, Sandusky, Ohio.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this 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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024

DRAFT



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: John Orzech, City Manager

From: Cody Browning, IT Manager

Date: April 10, 2024

Subject: Commission Agenda Item –Managed Services Agreement for Professional Services with DataServ Integrations, LLC

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into a Managed Services Agreement for Professional Services with DataServ Integrations, LLC. of Westlake, Ohio.

BACKGROUND INFORMATION: The Cities network infrastructure is comprised of Cisco 3750G switches. These switches were announced as the end of life in 2012 and end of support date in 2018 and it is recommended to redesign and upgrade the network infrastructure. These professional services require particular skills and aptitudes that DataServ Integrations, LLC exhibit. DataServ Integrations, LLC will redesign and upgrade the Cities network infrastructure, install new switches, and provide 24/7 proactive monitoring of the network switching infrastructure.

BUDGETARY INFORMATION: The total cost is \$72,391.83 per year for 5 years at a potential cost of \$361,959.15 and will be paid annually with IT operating budget funds of \$50,671.29, water funds of \$6,002.10 and sewer funds of \$15,718.44.

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing the City Manager to enter into a Managed Services Agreement for Professional Services with DataServ Integrations, LLC. of Westlake, Ohio, for network infrastructure design and upgrade. It is requested that this legislation takes effect in full accordance with Section 14 of the City Charter in order to immediately execute the agreement so the upgrades can be completed at the earliest opportunity.

I concur with this recommendation:

John Orzech, City Manager

Cody Browning, IT Manager

cc: Cathy Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MANAGED SERVICES AGREEMENT WITH DATASERV INTEGRATIONS, LLC OF WESTLAKE, OHIO, FOR PROFESSIONAL SERVICES FOR THE REDESIGN AND IMPLEMENTATION OF UPGRADED NETWORK INFRASTRUCTURE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City's network infrastructure is comprised of Cisco 3750G switches and these switches were announced end of life in 2012 and end of support date in 2018 and it is recommended to redesign and upgrade the City's network infrastructure; and

WHEREAS, the Redesign and Implementation of Upgraded Network Infrastructure Project involves the redesign of the City's network infrastructure, installation of physical Cisco Switches and implementation of various switch configurations and includes 24/7 proactive monitoring of the network switching infrastructure; and

WHEREAS, DataServ Integrations, LLC, will be providing professional services exempt from the requirement of competitive bidding as they have developed the necessary knowledge, professional expertise and technical ability necessary to complete the required tasks for the Redesign and Implementation of Net Network Infrastructure Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the initial term of the agreement is for sixty (60) months for an annual cost of \$72,391.83 and total cost of \$361,959.15 for five (5) years of which \$50,671.29 will be paid with funds from the Information Technology Department's operating budget, \$6,002.10 will be paid with Water Funds, and the remaining balance of \$15,718.44 will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement so the upgrades can be completed at the earliest opportunity; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Managed Services Agreement with DataServ Integrations, LLC of Westlake, Ohio, for

Professional Services for the Redesign and Implementation of Upgraded Network Infrastructure Project, substantially in the same form as attached to this Ordinance, marked Exhibit “1”, and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount not to exceed \$72,391.83 annually and a total amount **not to exceed** Three Hundred Sixty-One Thousand Nine Hundred Fifty-Nine and 15/100 Dollars (\$361,959.15).

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance 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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024



MANAGED SERVICES AGREEMENT TERMS AND CONDITIONS AGREEMENT NUMBER.NAME.CoS.032024

The following terms and conditions are incorporated into the Managed Services Agreement ("Agreement") made between DataServ Integrations, LLC ("DataServ") and City of Sandusky ("Customer"). DataServ and Customer are hereinafter referred to in this Agreement collectively as "Parties" and individually as a "Party". By reference, all additional terms and conditions contained in any appendices to this Agreement are incorporated and made part of this Agreement.

1. Scope of Services

DataServ agrees to provide the service and/or solutions ("Service") stated in the appendices of this Agreement for the Customer. Service under this Agreement includes remote, online and telephone support services and on-site support, if deemed necessary by DataServ. DataServ does not warrant that the operation of any Service shall be uninterrupted.

2. Assumptions

a. Customer to:

- i. Provide and maintain a dedicated Internet connection capable of allowing DataServ local and/or remote access to the Customer's network;
- ii. Allow DataServ employees and/or subcontractors access to its facilities and equipment as required to perform the Services under this Agreement;
- iii. Allow DataServ to load any necessary management software on their systems as required to perform the Services under this Agreement;
- iv. Provide main points of contact at each Customer location; and
- v. Provide Customer signed Letter of Authorizations (LOA) to any carrier that provides WAN/MAN, Internet or other services where DataServ will act as third party liaison.

3. Excusable Delays

DataServ shall not be liable for delays in performance due to fire, flood, acts of terrorism, acts of civil or military authority, inability to obtain or delays in obtaining suitable material or facilities required for performance, or temporary unavailability of qualified personnel, or other causes beyond its reasonable control or failure by Customer to provide full and appropriate access to the covered equipment

4. Exclusions

a. This Agreement is subject to the following exclusions below and the exclusions identified in each Service Appendix:

- i. This Agreement does not include the replacement of any Customer owned hardware or software product.
- ii. This Agreement does not include the replacement of any DataServ owned hardware or software product, end user training, electrical work, or repair of damage resulting from operator error, accident, vandalism, electrical or environmental problems, excessive heat or humidity, or maintenance provided by other than authorized DataServ representatives. Charge for the above will be at the Time and Material rates identified in this Agreement.
- iii. Service under this Agreement does not cover support due to configuration changes made by Customer or anyone other than authorized DataServ representatives. Any service calls placed for a problem caused by such configuration changes will be charged at the Time and Material rates identified in this Agreement.
- iv. Service under this Agreement does not cover the configuration or installation of new equipment, including but not limited to computers, printers, firewalls, switches, other networking equipment,



other computer equipment, or any other new equipment, unless specifically stated in a Service Appendix.

5. Software License

Customer retains use of software deployed at Customer site that Customer has directly purchased. DataServ retains ownership of all licenses of software deployed at Customer site that is inherent in providing services under this Agreement, including server operating systems. For testing and development purposes, DataServ may utilize Customer's software licenses for the purposes of providing services to the Customer. At termination of this Agreement and/or Service Appendix(ces), all software owned by Customer and utilized by DataServ will be surrendered to Customer, and any and all use of that software by DataServ discontinued. No license for use of the software by DataServ is granted under this Agreement.

6. Equipment Ownership

- a. The Customer agrees that DataServ may be providing equipment as part of the execution of this Agreement and/or Service Appendix(ces). If so, said equipment shall remain the property of DataServ and must be returned upon the termination of the Agreement and/or Service Appendix(ces), whether by term or Customer default. Customer will not be provided with administrative access to provided equipment unless agreed upon by both Parties
- b. Customer retains ownership of all equipment deployed at Customer site that Customer has directly purchased.
- c. The location of equipment provided as part of this Agreement and/or Service Appendix(ces) will be agreed upon by both Parties prior to installation. If during the term of this Agreement, it becomes necessary to move the equipment, both Parties will approve of the new location prior to installation.
- d. Customer further agrees to cease the use of any the technology that remains the property of DataServ upon the termination of this Agreement and/or Service Appendix(ces). If any of the equipment provided by DataServ is stolen, damaged or destroyed, the Customer must pay current market prices at the time of the loss for replacement equipment and the associated professional services on a Time and Material basis to make the replacement equipment operational.
- e. DataServ shall not be obligated to restore the premises to their original condition, if Customer does not return the equipment or make it available for removal by DataServ, then in addition to all other remedies at law or equity available to DataServ all obligations of Customer under this Agreement and/or Service Appendix(ces) shall remain in force and effect until all equipment is returned to DataServ.
- f. DataServ maintains the right and ability to modify the equipment provided as part of this Agreement and/or Service Appendix(ces) at its discretion. Any potential downtime will be agreed upon in advance by both Parties

7. Data Ownership

All Customer data maintained on the equipment is the sole property of the Customer.

8. Facility Condition

Customer shall provide a clean operating environment that does not exceed the manufacturer's rated temperature and humidity specifications for the equipment. Customer shall notify DataServ promptly when the listed equipment requires support service. If Customer changes the configuration of any listed equipment, DataServ may adjust the charge under this Agreement and/or Service Appendix(ces), or at DataServ's option, exclude that equipment from the scope of this Agreement and/or Service Appendix(ces) and prorate the charges accordingly

9. Payment Terms

Payment is to be made according to the terms stated in this Agreement and/or Service Appendix(ces). Customer agrees that this Agreement and/or Service Appendix(ces) shall remain in effect for the full period stated in the



Agreement and/or Service Appendix(ces) and may not be terminated by Customer prior to that time, except in accordance with the Early Termination clause. If any amount owed under this Agreement and/or Service Appendix(ces) is not paid when due, DataServ may add a service charge of 1-1/2% per month on unpaid amounts. Work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination. Customer will be obligated to compensate DataServ for all services provided, to reimburse DataServ for all out-of-pocket expenditures through the date of termination and Customer will return to DataServ any equipment or products provided under this Agreement and/or Service Appendix(ces). If Customer disputes any charges they shall first be addressed by the DataServ Account Executive. If no agreement is made, the dispute shall be to the DataServ President and CEO as necessary for resolution.

10. Time and Material Billing

Please visit www.dataservtech.com/tandmrates for then current Time and Material Rates for all Service(s) not covered as part of this Agreement.

11. Software and Operating System Errors

In no way is DataServ liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data.

12. Limitation of Liability

If DataServ does not fulfill any obligations under this Agreement and/or Service Appendix(ces) after reasonable attempt(s); Customer's sole and exclusive remedy is to recover an equitable amount not to exceed charges paid to DataServ for the services in question. DataServ shall in no event have any liability for any special, incidental, or consequential damages including but not limited to, loss of profits or revenue, loss of use of equipment, lost data, cost of substitute equipment, services, down-time, or claims of Customer for such damages, whether the claims be in contract, tort, strict liability, negligence, indemnification or otherwise, even if DataServ had been advised of such potential damages.

In all events not provided for in this Agreement and where permitted by law, DataServ's liability (regardless of the form of action) will be limited to Customer's direct damages in an amount up to the annual amount of charges paid to DataServ for a specific Service Appendix(ces) hereunder. DataServ's entire liability and Customer's exclusive remedies for DataServ's liability of any kind (including liability for negligence) for performance, nonperformance or delays in performance by DataServ under this Agreement and/or Service Appendix(ces) are limited to those contained in this Agreement where permitted by law.

WARRANTY DISCLAIMER: THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, RESPECTING SERVICES PERFORMED OR EQUIPMENT AND MATERIALS FURNISHED UNDER THIS AGREEMENT.

Notwithstanding anything to the contrary herein, upon the occurrence of: (1) a data breach or breach in security proven to have been caused by intentional act or by negligence of DataServ, including instances where Confidential Information as defined in Section 19(a) below is disclosed or compromised or (2) damages suffered by Customer due to the gross negligence, recklessness, or intentional act or acts of DataServ, in each case as determined by an arbitrator in accordance with this Agreement, DataServ shall be liable for aggregate out-of-pocket losses of Customer resulting from (1) or (2) above up to a maximum amount of \$1,000,000.

13. INTENTIONALLY LEFT BLANK



14. Applicable Law

- a. This Agreement shall be governed by and construed according to the laws of the State of Ohio

15. Modification or Amendment

No modification or addition to any provision of this Agreement shall be binding on either Party unless in writing and signed by a duly authorized representative of each Party.

16. Assignability

This Agreement is not assignable by Customer except upon the written consent of DataServ, which shall be at DataServ's sole option. This Agreement or any portion thereof is assignable by DataServ at its sole option.

17. Entire Agreement; Severability

If any one or more of the provisions of this Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative. This Agreement constitutes the entire agreement of DataServ and Customer. No representations, inducements, promises, negotiations, or agreements, oral or otherwise, which are not contained herein, shall be of any force or effect

18. INTENTIONALLY LEFT BLANK

19. Confidentiality, Publication and Non-Solicitation

- a. DataServ and the Customer agree that, to the extent permitted by law, any and all information identified and clearly marked by the other as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; (iv) which the receiving party rightfully receives from third parties without restriction as to use; or (v) which is required to be made public pursuant to the Ohio Public Records law.
- b. Upon the expiration of the term of this Agreement, DataServ shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.
- c. Neither DataServ nor Customer, shall, directly or indirectly, solicit, recruit or hire any Customer or DataServ personnel, whether or not such personnel performed work for the Customer, during the term of this Agreement and for a period of two (2) years after the termination or end date of the last Service Appendix included as part of this Agreement.
- d. In addition, the Customer agrees to not allow any former DataServ employees to provide services, of any kind, to the Customer outside of this Agreement and for a period of two (2) years after the termination or end date of the last Service Appendix included as part of this Agreement.
- e. The provision of this Section shall survive the termination or expiration of this Agreement.



Accepted and Approved for:

City of Sandusky
Street Address
City, State Zip Code

Signature

John Orzech
City Manager

Date

Accepted and Approved for:

DataServ Integrations, LLC
31280 Viking Parkway
Westlake, Ohio 44145

Signature

Tim Heikkila
President

Date

EXHIBIT "1"



APPENDIX A

INTENTIONALLY LEFT BLANK

EXHIBIT "1"



APPENDIX B SERVICE: GENERAL SERVICE DETAILS

Services covered under DataServ's Service offerings include:

1. Maintenance
 - a. This Agreement anticipates that all hardware and system software directly managed by DataServ be supported by an active Customer Care Maintenance Agreement. If said agreement is not in place then all work will be subject to the Time and Material rates identified in this Agreement.
2. Network and Firewall Management (if covered by a DataServ Customer Care Agreement)
 - a. Layer 2 and Layer 3 switch Firewall (including Virtual Private Networks, if so licensed)
 - b. Wide Area Network router
3. Third Party Hardware, Software, Services and Applications Not Supplied or Supported by DataServ
 - a. Not supplied and supported is defined as DataServ not being certified by the manufacturer to design, sell or support.
 - b. All third party components are covered by manufacturer warranty and/or support agreements.
 - c. Any DataServ provided support is best effort.
 - d. Customer is responsible for initiating TAC requests
 - e. DataServ will act as a liaison between third party vendor and Customer for problem resolution.
 - f. Customer will provide a single point of contact/subject matter expert for any third party engagement.
 - g. Customer will provide advance notice to TAC for any third party updates, upgrades or scheduled support events.
4. Administrative Access
 - a. Customer agrees to grant DataServ full control of administrative access to Customer's network.
 - b. DataServ will grant access to third parties and/or a Customer designee as needed upon receipt of Customer approval. Customer assumes all liability and responsibility while access is granted.
5. Service Exclusions
 - a. All items listed in the "Exclusions" section of the Terms and Conditions.
 - b. All items not listed in a specific Appendix under Service Details.
 - c. Service expansion, such as:
 - i. Operating system/system software version level upgrades
 - ii. Introduction of new or upgrading of line of business (LoB) applications
 - iii. Expansion of facilities
 - iv. Professional services relating to the normal lifecycle replacement of system level components such as servers, network components, etc.
 - v. Expansion of services, such as wireless or phone systems
 - d. Requests outside the scope of any Service Appendix will be handled as a new project(s) and will be engineered and quoted by DataServ for prior approval by the Customer before commencement.
6. Network Documentation
 - a. Updated documentation will be made available to the Customer upon their written request.
7. Approval of Hardware and Software
 - a. To ensure compatibility and integration requirements, DataServ recommends, at a minimum, to be included and/or advised prior to any information systems and technology related purchases.



8. Annual Strategic Planning Meeting
 - a. Work closely with management to budget for yearly technology expenses
 - b. Allocate timelines for retiring and acquiring of hardware
 - c. Anticipate future needs for planning purposes
9. Support Requests
 - a. Support requests can be submitted to DataServ Technical Assistance Center (TAC) in one of the following ways:
 - i. Website:
 1. Requests can be submitted via the DataServ website at <http://www.dataservtech.com/support>.
 - ii. myDashboard:
 1. Requests can be submitted via the DataServ myDashboard application once users have established an account
 - iii. Phone Call:
 1. Contact (440) 835-7089 or (800) 977-3282 during standard business hours and a DataServ team member will take the request. If the request is outside normal business hours, a voicemail system will be available to leave detailed information about the request. DataServ will open the request the next business day.
 - b. In the event of a failure or problem, remedial activities (up to the contracted specified level) may commence prior to notifying Customer of the problem. This will allow the DataServ TAC the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch engineers when deemed necessary. In doing so, DataServ is acting in Customer's best interest to resolve the issue as quickly as possible.
 - c. Customer's end users will make every effort to resolve problems with the DataServ TAC via remote access, telephone, or email, prior to DataServ dispatching on-site support



APPENDIX C SERVICE: NETWORK AS A SERVICE (NAAS)

Services covered under this specific Appendix are (unless otherwise stipulated):

1. Service Details

- a. DataServ to provide hardware as identified in proposal PRO-16290-M7H7R4
- b. DataServ will be providing managed services for network devices and/or UPS devices
 - i. Monitoring of network environment
 1. Network devices
 - a. Coverage includes up to 8 sensors per device
 - b. Monitoring
 - i. WAN Bandwidth/Traffic for an interface
 - ii. LAN Bandwidth/Traffic for an interface (if applicable)
 - iii. Availability/Uptime > Ping
 - iv. CPU (if applicable)
 - v. Memory (if applicable)
 - vi. Fans (if applicable)
 - vii. Power supplies (if applicable)
 - viii. Temperatures (if applicable)
 2. UPS devices (management card required)
 - a. Coverage includes up to 1 sensor per device
 - b. Monitoring
 - i. Ping
 - ii. Running on battery
 - iii. Replace battery
 - iv. Faults
 - v. Input power outage (goes into battery backup mode)
 - vi. Exit from backup battery mode
 - vii. Self-test fails
 - ii. Change management associated to network environment
 1. Configuration
 2. Switch port assignment changes
 - a. Speed
 - b. Duplex
 - c. Quality of Service (QoS)
 - d. Access/trunk
 - iii. Alerting and notification on network and UPS devices per DataServ and Customer mutually agreed upon notification schedule
 1. 8x5 management
 2. 24x7 monitoring
 - iv. Maintain hardware support agreements
 1. Patch and update firmware/software
 2. Deploy vendor issued patches
 3. Update vendor issued firmware/software
- c. Customer will:
 - i. Provide remote, secure VPN access and multi-level administrative access
 - ii. Centrally diagnose all local issues
 - iii. Report all Service-related incidents to DataServ (TAC)
 - iv. Report any scheduled and/or routine maintenance to DataServ TAC that may affect the Service



2. Term

- a. The Initial term of this Service shall be a period of sixty (60) months. DataServ will provide a renewal quote sixty (60) days prior to expiration.

3. Service Pricing

- a. If a change to the Customer environment occurs that increases the quoted usage amounts, DataServ will provide a new quote for the additional services.

Service	Annual Payment
PRO-16290-M7H7R4: Network as a Service (NaaS) – R3	\$72,391.83
Note: If applicable, the prices do not include sales tax or travel expenses.	
Payment Method:	Check
Payment Terms:	Prepaid
Billing Cycle:	Annual

4. Early Termination

- a. If the Customer chooses to terminate this Service Appendix prior to the end of the Term, the Customer agrees to pay DataServ an early termination charge equal to the amounts below, unless specifically stated in a Service Appendix:
 - i. the sum of 100% of the charges for the balance of the term of this Service Appendix for termination occurring during months 1 to 60; and
 - ii. any outstanding invoices still owed.
- b. Such payment shall be due within thirty (30) days of termination

5. Service Level Agreement Definitions and Response Time and Level Definition

Severity Level	Response Times	
	Standard Hours (Monday through Friday, 8:00am to 5:00pm EST):	After Hours:
Critical	One hour response	Four hour response
High	Two hour response	N/A*
Normal	Six hour response	N/A*
Low	One business day response	N/A*

* 24 x 7 x 365 support is available and will be billed at the Time and Material rates identified in this Agreement.

Legend:

- Critical: Multiple systems or sites affected; production halted
 High: Single system or site affected; work stoppage at a single site
 Normal: Single system affected; performance issue or other non-critical request
 Low: Minor performance-affecting issue, limited scope or affect



FIRE DEPARTMENT

600 West Market Street

Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

www.ci.sandusky.oh.us

TO: John Orzech, City Manager

FROM: Mario D'Amico III, Fire Chief

DATE: April 9, 2024

RE: Commission Agenda Item – Delinquent Debt Collection Agreement

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into an agreement for Delinquent Debt Collection between the Ohio Attorney General and City of Sandusky.

BACKGROUND INFORMATION: The City of Sandusky Fire Department generates approximately 5000 emergency medical service (EMS) billing invoices annually with an approximate dollar value of \$2,000,000.00 yearly. Of this total billing, approximately 10% is assigned to a third-party debt collector.

Emergency medical service billing is performed by Medicount Management, Inc. of Cincinnati, OH. Medicount Management, Inc. does not pursue delinquent accounts for EMS collections. As of January 1st, 2024, Sandusky Fire Department's previous contract with State Collection and Recovery Services, LLC expired.

The Ohio Attorney General's Office assigns fees for their debt collection service to the debtor, allowing higher revenues for the City of Sandusky's EMS Fund. This agreement will commence ten (10) days after fully executed and will be in effect until terminated in accordance with Article 13.1 of this agreement.

BUDGETARY INFORMATION: The agreement will not negatively impact the City's budget as this is an attempt to collect debt owed to the City of Sandusky for ambulance services rendered. This agreement will generate revenue.

ACTION REQUESTED: It is requested that the proper legislation be prepared to enter into an agreement with the Ohio Attorney General to recover funds owed to the City of Sandusky for EMS services. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter, in order to immediately execute the agreement and return to the Ohio Attorney General's office as soon as possible to start collecting funds at the earliest opportunity.

Approved:

I concur with this recommendation:

Mario D'Amico III, Fire Chief

John Orzech, City Manager

CC: S. Hastings, Law Director; M. Reeder, Finance Director; C. Myers, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A DELINQUENT DEBT COLLECTION AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR PROFESSIONAL SERVICES FOR THE COLLECTION OF DEBT FOR THE SANDUSKY FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Emergency Medical Service (EMS) billing is currently performed by Medicount Management, Inc. of Cincinnati, Ohio, but they do not provide services to pursue delinquent accounts for collection; and

WHEREAS, State Collection and Recovery Services, LLC, of Monroeville, Ohio, has provided services for the collection of delinquent EMS billing and this agreement expired at the end the 2023; and

WHEREAS, the Ohio Attorney General's Office provides these services and assigns their fees for the service to the debtor which will generate higher revenues for the City and the EMS Fund; and

WHEREAS, the agreement will commence ten (10) day after fully executed and will be in effective until terminated in accordance with the agreement; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and return to the Ohio Attorney General's office as soon as possible to start collecting funds at the earliest opportunity; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Delinquent Debt Collection Agreement with the Ohio Attorney General for professional services for the collection of debt for the Sandusky Fire Department, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being

adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024



**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
City of Sandusky**

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this "Agreement") is between the Ohio Attorney General (hereinafter "Attorney General") and **City of Sandusky** (Political Subdivision"), collectively referenced herein as the "Parties."

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code ("O.R.C.") § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed ("Effective Date").

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit "A" (hereinafter the "Debt"). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit "A" pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and of the Political Subdivision. Such changes to the categories of debt identified on Exhibit "A" shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.5.1 In regards to income tax Debt, Political Subdivision hereby warrants that procedures outlined in R.C. 718.18 were complied with, and that notice to such income tax debtors was provided by certified mail. Within this notice, there must be an indication that this debt will be referred for collection by federal and state tax refund offset.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General may cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General may close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the

Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 The Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. The Attorney General will assign debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 The Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. The Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1. Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2. The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be ten (10) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1. Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1. Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

City of Sandusky, City Manager

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____,

Lucas Ward
Section Chief

Date

City of Sandusky, Law Director

Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
City of Sandusky**

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General.
All debt must be final.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.
- (f) Debt must be less than 10 years old.
- (g) Debt must be over \$100 per debtor.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that has a small balance.
- (b) Debt that is against a juvenile.
- (c) Debt against a presently incarcerated individual.
- (d) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (e) Debt from any type of utility.
- (f) Debt resulting from code enforcement violations.
- (g) Debt that results from a red light camera violation/citation.

PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE. ADDITIONALLY, THE AGO RESERVES THE RIGHT TO CHANGE WHAT DEBTS MAY BE ACCEPTED AT ANY TIME.

**PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE
ATTORNEY GENERAL'S OFFICE:**

Delinquent Emergency Medical Transport Debt

EXHIBIT "1"

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
City of Sandusky**

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and

City of Sandusky, executed by John Orzech, City Manager,

, on _____, is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

_____,
City of Sandusky, City Manager Date _____,

_____,
Date _____,

_____,
Date _____,

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

_____,
City of Sandusky, Law Director Date _____,

EXHIBIT “C”
SERVICE LEVEL AGREEMENT

Attorney General Interest _____ AGO is granted the authority to add AGI to the amount owed by the debtor to be paid to the client (see section IV (4.1) of the Debt Collection Agreement.

(AGI)

AGI _____ * AGO is NOT granted the authority to add AGI to the amount owed by the debtor to be paid to the client.

Write Off Period: _____ * 10 years*
_____ Years (insert number of years less than 10)

1

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

City of Sandusky, City Manager Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____
Lucas Ward Date
Section Chief

EXHIBIT "1"



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

TO: John Orzech, City Manager

FROM: James A. Stacey III, Transit Administrator

DATE: April 10, 2024

SUBJECT: Permission to Purchase Transit Waiting Environment Enhancement Products

ITEM FOR CONSIDERATION: Requesting legislation authorizing the expenditure of funds to purchase materials to enhance transit waiting environments. Items will be purchased through a cooperative purchasing program with Equalis Group, member # EQ-052920-01E and will be reimbursable through a contract with the Erie County Health Department. The products include two (2) 5X12 poly hip four-sided bus shelters, two (2) circle bike racks, two (2) outdoor trash receptacles, two (2) double sided benches and they are to be distributed at the discretion of the Sandusky Transit System.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) and the Erie County Health Department are collaborating to reconstruct select transit waiting areas to enhance ridership experience. In 2023, STS Fixed Routes serviced over 330,000 passengers, across 135 bus stops, equipped with only a total of five bus shelters. Feedback received from public engagement states that customers would like amenities at bus stops that protect them from the weather and bus stop waiting areas that make vehicles more accessible to passengers. Bus shelters offer several benefits to both commuters and the community, including weather protection, safety and security, comfort, and accessibility. The City and the Erie County Health Department entered into a contract for the reimbursement of public transit improvements such as bus shelters or bus benches up to \$25,000 by Ordinance No. 24-002, passed on January 8, 2024. The cost for these public transit waiting environment improvements will be reimbursed by the Erie County Health Department/ Erie County Health Center pursuant to the "Creating Healthy Communities" grant from the Ohio Department of Health. All purchases must be completed and invoiced prior to May 31, 2024.

The following items will be purchased and are listed on the attached proposal:

Item #1: Bus / Smoking Shelter Vented Poly Hip Roof 4 Side w/ Left and Right Openings 12'X5" – Qty 2

Item #2: Double Sided Bench, Diamond Seat, Surface Mount – Qty 2

Item #3: Circle Bike Rack, 2 Bike Capacity, Flange Mount – Qty 2

Item #4: Outdoor Diamond Steel Trash Can w/ Flat Lid & Base, 36 Gallon – Qty 2

Item #5: Shipping and Handling

BUDGET IMPACT: The total cost of the bus shelters, benches, bike racks, and trash cans, including shipping and handling, is \$24,990.07 and will initially be paid with Transit Funds and then reimbursed by the Erie County Health Department.

ACTION REQUESTED: It is requested legislation be approved for the expenditure of funds for the purchase of transit improvements from Global Industrial, 11 Harbor Park Dr, Port Washington, N.Y. using Equalis Group Intergovernmental Cooperative Purchasing Contract # EQ-052920-01E in an amount not to exceed \$24,990.07. It is further requested that this legislation takes immediate effect in full accordance with Section 14 of the City Charter to immediately begin the purchasing process so invoicing can be completed by the deadline of May 31, 2024.

James A. Stacey III, Public Transit Administrator

I concur with this recommendation:

John Orzech, City Manager

Colleen Gilson,
Director of Community Development

cc: Cathy Myers, Clerk of the City Commission
Michelle Reeder, Finance Director
Stewart Hastings, Law Director



11 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

Sales Quote

Account #:	Quote #: 7363175	Quote Issued: 04/04/2024
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CITY OF SANDUSKY		*Pricing valid for 14 days from quote issue date. subject to change based on product availability and/or extraordinary market conditions
	Phone	
	Fax:	

Part#	Description	Shipping	Quantity	Price	Extended
239988B	Smoking Shelter Vented Poly-Hip Roof 4 Side W/ Left & Right Front Opening 12'X5'	TRUCK	2	\$9,674.10	\$19,348.20
B3136368	UltraSite® Double Sided Bench, Diamond Seat, Surface Mount, 6'L, Black Country Of Origin: UNITED STATES	TRUCK	2	\$1,529.10	\$3,058.20
708388BK	Global Industrial™ Circle Bike Rack, 2 Bike Capacity, Flange Mount, Black Country Of Origin: CHINA	TRUCK	2	\$194.36	\$388.72
261924BLD	Global Industrial™ Outdoor Diamond Steel Trash Can With Flat Lid & Base, 36 Gallon, Blue		2	\$402.48	\$804.96

Item Total:	\$23,600.08
Tax:	\$0.00
Shipping and Handling:	\$1,389.99
* Total:	\$24,990.07

Notes	Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me. Name: RICHARD PEPE Email: RPepe@globalindustrial.com Phone: (516) 744-6558 x 206558 Fax:
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*Applicable taxes and shipping charges will be added to invoice.

11 Harbor Park Drive, Port Washington, N.Y. 11050
Copyright © 2020 by Global Industrial. All Rights Reserved.

CERTIFICATE OF FUNDS

In the Matter of: Transit shelters, benches, trash cans & bike racks

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 #218-6810-54000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 4/10/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE OF BUS SHELTERS, BENCHES, BIKE RACKS, AND TRASH CANS FROM GLOBAL INDUSTRIAL OF PORT WASHINGTON, NEW YORK, THROUGH THE EQUALIS GROUP COOPERATIVE PURCHASING PROGRAM FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved a contract with the Erie County Board of Health for the reimbursement of public transit improvements such as bus shelters or bus benches for the Sandusky Transit System up to \$25,000.00 using funds from the Ohio Department of Health through the “Creating Healthy Communities” grant program by Ordinance No. 24-002, passed on January 8, 2024; and

WHEREAS, Equalis Group is a cooperative purchasing organization that provides contracts competitively solicited by public agencies for a wide array of products and services and establishes master agreements through rigorous and transparent competitive solicitations conducted in accordance with public procurement guidelines to ensure compliance; and

WHEREAS, the City, as a member of the Equalis Group Cooperative Purchasing Program (Member ID EG-0007642) desires to purchase two (2) bus shelters, two (2) benches, two (2) bike racks, and two (2) outdoor trash cans that have been competitively bid and made available through the membership from Global Industrial of Port Washington, New York; and

WHEREAS, the total cost for the bus shelters, benches, bike racks, and trash cans, including shipping and handling, is \$24,990.07 and will initial be paid with Transit Funds and then reimbursed by the Erie County Health Department; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to immediately begin the purchasing process so invoicing can be completed by May 31, 2024, in accordance with the contract with the Erie County Health Department; 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 Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to expend funds for the purchase of (2) bus shelters, two (2) benches, two (2) bike racks, and two (2) outdoor trash cans through the Equalis Group Cooperative Purchasing Program from Global Industrial of Port Washington, New York, Contract #EQ-052920-01E, for the Sandusky Transit System, at an amount **not to exceed** Twenty-Four Thousand Nine Hundred Ninety and 07/100 Dollars (\$24,990.07).

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:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024



Department of Community Development

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

To: John Orzech, City Manager

From: Colleen Gilson, Director of Community Development

Date: April 10, 2024

Subject: Commission Agenda Item- Tax Incentive Review Council and Community Reinvestment Area Housing Council Recommendations

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

Background Information: The City of Sandusky operates Enterprise Zone, Community Reinvestment Area and Tax Increment Financing programs to support the economic development activities in the community. These programs must be reviewed each year by a local Tax Incentive Review Council (TIRC) and Community Reinvestment Area Housing Council (CRAHC) in accordance with State Law.

The Sandusky TIRC and CRAHC met on March 6, 2024. On April 10, 2024 the City of Sandusky received a letter from the TIRC Chairman Richard Jeffrey recommending the continuation of all active Enterprise Zone, Community Reinvestment Area and Tax Increment Financing agreements. State Law requires the local legislative body to accept, reject, or modify the recommendations of the TIRC within 60 days.

Budgetary Information: Continuation of the Tax Increment Financing Districts will result in the City's continued receipt of Tax Increment Financing revenue for use on public improvement projects.

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

I concur with this recommendation.

John Orzech
City Manager

Colleen Gilson
Director of Community Development

cc: Stewart Hastings, Law Director
Michell Reeder, Finance Director
Cathy Myers, Clerk of the City Commission

RESOLUTION NO. _____

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

WHEREAS, the City of Sandusky's Tax Incentive Review Council met on March 6, 2024, to review the City's tax increment financing agreements, enterprise zone agreements and community reinvestment area abatements and the Chairman of the T.I.R.C., the County Auditor, has submitted the T.I.R.C.'s recommendations to this City Commission on April 10, 2024, a copy of which is marked Exhibit "A" attached to this Resolution and specifically incorporated as if fully rewritten herein; and

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

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

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

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

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

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

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024

RICHARD H. JEFFREY

ERIE COUNTY AUDITOR

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

April 10, 2024

Sandusky City Commission
240 Columbus Ave
Sandusky, OH 44870

The Tax Incentive Review Council (TIRC) and Community Reinvestment Area Housing Council (CRAHC) for the City of Sandusky, Ohio met on Wednesday, March 6, 2024, at 1:03 pm in the Erie County Commission Chambers, 2900 Columbus Avenue, Sandusky Ohio. The following Council members were in attendance:

- TIRC
 - Richard Jeffrey, Erie County Auditor (Chair)
 - Yvonne Anderson, Sandusky City Schools
 - Michelle Reeder, Finance Director, City of Sandusky
 - John Orzech, Interim City Manager, City of Sandusky
 - Dennis Murray, City of Sandusky
 - Margie Irby
- CRAHC
 - Richard Jeffrey, Erie County Auditor (Chair)
 - Yvonne Anderson, Sandusky City Schools
 - Michelle Reeder, Finance Director, City of Sandusky
 - Mike Zuilhof, Planning Commission, City of Sandusky
 - Dennis Murray, City of Sandusky

Also, in attendance were:

- Colleen Gilson, City of Sandusky Community Development Director
- Quinn Rambo, City of Sandusky administrative assistant/ clerk
- Heather Walters, Erie County
- John Rogers, Erie County Auditor's Office
- Sharon Johnson, citizen

Drew Meredith was unable to attend the meeting and marked absent.

ELECTION OF VICE CHAIR:

Richard Jeffrey called for a nomination of Vice Chair and stated Michelle Reeder offered to continue as Vice Chair. John Orzech made a motion to nominate Michelle Reeder for Vice Chair and Dennis Murray seconded the motion. All voting members were in favor of the motion.

CONSIDERATION OF MARCH 1, 2023, MEETING MINUTES:

Richard Jeffrey asked for a motion on the minutes of the March 16, 2023, meeting. Dennis Murray made a motion to approve the minutes as presented. The motion was seconded by John Orzech. A vote was called, and the minutes were approved as presented, unanimously.

First items to be voted on fell under the TIRC; therefore, the members eligible to vote included Richard Jeffrey, Yvonne Anderson, Michelle Reeder, John Orzech, Dennis Murray, and Margie Irby. The Community Reinvestment Area Agreements members eligible to vote included Richard Jeffrey, Yvonne Anderson, Michelle Reeder, Mike Zuillhof, and Dennis Murray.

Enterprise Zone Program

300 Water Street Properties, LLC:

Richard Jeffrey asked Mrs. Gilson to share the information on the enterprise zone agreement recipients. Colleen Gilson presented the report information for the 300 Water Street Properties, LLC. The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2028. The project included the renovation and adaptive reuse of a 2,400 square foot, former residential condominium unit and commercial space into a larger commercial condominium unit. The total project investment exceeded the required levels, and the property is occupied by Water Street Financial. As of December 31, 2023, the company has exceeded the job creation and annual payroll commitments with (7) jobs and related payroll of over \$2M at the site.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement and Yvonne Anderson seconded the motion. Margie Irby asked if City of Sandusky residents were given preference when the hiring process was taking place because that was one of the stipulations in their agreements. There was discussion about how that could be added to the form for future reporting. Dennis Murray amended the motion to add whether the company was showing resident preference to their hiring procedures. The amended motion was seconded by Michelle Reeder. A vote was called for the original and amended motions, and all members unanimously approved both motions.

Bay Boat Storage:

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2030. The project included the construction of a heated indoor marina storage

building measuring 60,000 square feet at 1531 First Street. The project was estimated to cost \$1.5M and create 3 new full-time jobs with new payroll of \$120,000. Construction on the project was completed in August 2020 and exceeded anticipated investment. As of December 31, 2023, the company has met the requirement of the of job creation with 3 jobs and new payroll of \$139,782.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement and John Orzech seconded the motion. All voting members unanimously approved the motion.

Chris Andrews, LLC (dba Ohio Truck Sales):

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2028. The project included the construction of new storage and industrial space measuring nearly 14,000 square feet at 1801 George Street. The project was estimated to cost \$1.4M and create ten new full-time jobs. Construction on the project was completed in early 2019. As of December 31, 2023, the company has exceeded the job creation and annual payroll commitments with 96 new jobs and an annual related payroll of \$7.3M at the site.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Dennis Murray made a motion to continue the agreement and John Orzech seconded the motion. All voting members unanimously approved the motion.

Everwild Spirits, LLC:

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2031. The project included the renovation of an existing building into a craft bourbon distillery and tasting room. The project was estimated to cost \$1.3M and create 3 new full-time jobs. The project is complete. As of December 31, 2023, the company had invested \$1.9M in the project, created 3 FTE positions with an annual payroll of \$238,145 at the site.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement and Dennis Murray seconded the motion. All voting members unanimously approved the motion.

Feick Building LLC:

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2033. The project included the renovation of the eight story, 60,000 square foot building at 158 Market Street. In January 2022, the EZ Agreement was amended to reflect the new project scope. The new scope involves the development of 42 market rate apartments on the 7 upper floors of the building and a retail space/restaurant/office/resident lobby on the ground floor. In December 2023, the agreement was amended for a second time to reflect exemption

period. Construction of the apartment units is complete and are nearly 80% occupied. Ground floor retail/restaurant is not yet leased. The agreement states the company will employ between 12-14 new FTE positions by December 31, 2026. As of December 31, 2023, the company reported the creation of 2 new FTEs with an attributed new payroll of \$2,320.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement and John Orzech seconded the motion. asked if the retail space was included in the count towards job creation. Colleen Gilson stated that was correct. Richard Jeffrey called for a vote and all members unanimously approved the motion.

Firelands Federal Credit Union:

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31, 2033. The project included the demolition of an existing structure and the construction of a new facility at 329 W Perkins. The agreement called for the investment of \$2.49M and the creation of 1 new FTE and the retention of 4 positions at the new location. The project was completed in the Fall of 2023. As of December 31, 2023, the company reported the hire of 1 FTE with related payroll of \$1,031 (note: new hire date was December 4, 2023).

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement and John Orzech seconded the motion. Dennis Murray asked if Firelands Federal Credit Union was able to retain all existing jobs. Colleen Gilson answered that all the positions from the Columbus Avenue location were relocated to the new location on Perkins Avenue. Richard Jeffrey called for a vote and all members unanimously approved the motion.

Gundlach Sheet Metal Works, Inc.:

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2028. The project included the construction of 6,250 square feet of new warehouse space at 910 Columbus Avenue. The project was estimated to cost \$1M and create 4.5 new full-time jobs. The project was completed in Fall 2018 and exceeded anticipated investment. As of December 31, 2023, the company has exceeded the job creation and annual payroll commitments reporting 10 new full-time employees with an annual related payroll of \$588,819 at the site.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. John Orzech made a motion to continue the agreement and Michelle Reeder seconded the motion. All voting members unanimously approved the motion.

Huntley Building, LLC:

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2028. The project included the renovation of a commercial building measuring 30,000 square feet. The project was estimated to cost \$2.5M and create ten new full-time jobs. The project was completed at a cost of more than \$2.8M and the building houses multiple food, beverage, and entertainment tenants. As of December 31, 2023, the company has exceeded the job creation and annual payroll commitments reporting 18 new full-time employees with an annual related payroll of \$180,000 at the site.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement and Dennis Murray seconded the motion. All voting members unanimously approved the motion.

Market Street Collective, LLC:

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2030. The project included the renovation of the 11,000 square foot Cardinal Grocery Store at 317 E. Washington Street into a modern food hall at a total cost of \$2M. The project was required to create eight new full-time jobs. At present, the project has not moved forward. The property owner met with City staff in Fall of 2023, at which time they reported their desire to move forward with a modified development plan. To date, no formal request has been made to amend the EZ agreement to reflect project details or timeline.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement and Dennis Murray seconded the motion. Dennis Murray asked that there was no financial impact to continue the agreement. Colleen Gilson stated that was correct. All voting members unanimously approved the motion.

Name One, Yellowstone, LLC:

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2031. The agreement called for the investment of at least \$450,000 and the creation of three full-time employment positions because of the project. The project was completed in the summer of 2022 at a total cost of just over \$2M. The company reported zero full-time employees and payroll at the site as of December 31, 2023. A follow up conversation with the owner led to the understanding that while full time positions or annual payroll have not been reported, there are 11 jobs that are associated with operation of The Washington Bldg. There are 5 positions that provide services on site at The Washington Building including: (6) positions that are members of an outside agency – (5) from Best Stay Concepts that provide services in booking stays at the location and 1 independent contractor that provides marketing and social media services.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Dennis Murray made a motion to continue the agreement and John Orzech seconded the motion. Margie Irby asked about how they were meeting their agreement requirements when all the employees were outside contractors. Colleen Gilson stated that last year it was requested to follow up with the owner because of what was reported. Colleen Gilson spoke with the owner and contracted positions were then added to their report. Dennis Murray stated that even if the employees were outside contractors, they were still paying payroll taxes. Richard Jeffrey added that because they were outside contractors, the owner was probably unable to provide the contractors' salaries. Margie Irby wanted the owner to be made aware of the requirements of the agreement. Richard Jeffrey called for a vote and all voting members unanimously approved the motion.

RDMJD, LLC (dba Ahner Commercial):

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2032. The project included the renovation of the former YMCA building on Perkins Avenue at a total cost of \$150,000. The project remains under construction and per the County Auditor, abatement activity has not yet taken place. The company committed to creating 7 new full time employment positions at the site. As of December 31, 2023, the company reported \$175,000 invested and reported 4 jobs created with \$52,000 in new annual payroll.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. John Orzech made a motion to continue the agreement and Michelle Reeder seconded the motion. All voting members unanimously approved the motion.

Renalssance Too, LLC (125 - 131 E. Water Street):

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2030. The project included the renovation of two vacant buildings at a cost between \$1.54-\$1.67M and retaining 14 employees (10 permanent and 4 seasonal employees. The project is complete at a cost of over \$3M. As of December 31, 2023, the company reported 12 employees with \$130,532 in annual payroll.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement and John Orzech seconded the motion. Richard Jeffrey called for a vote; Dennis Murray abstained from the vote, but all other voting members approved the motion.

Resort School, LLC:

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2030. The project included the construction of a five-story building at 250 E. Market Street. The mixed-use project was estimated to cost \$13.6M and create ten new full-time jobs. Construction was completed in late 2020 at a total cost of \$14M. On-site employment by

BGSU as of December 31, 2023, was 9 full-time equivalent positions with an annual payroll of \$612,539.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement and John Orzech seconded the motion. Richard Jeffrey called for a vote and all voting members unanimously approved the motion.

S & S Realty, LTD (Holiday Inn Express – Phase I):

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2025. The project included the construction of a new five story Holiday Inn featuring 73 rooms. The project was estimated to cost \$6M. The agreement for Phase I required the creation of 15 new full-time employees, 20 part-time employees and 3 full-time temporary employees which would result in new annual payroll of approximately \$331,000. The project was completed in 2016. As of December 31, 2021, the company had invested over \$6M. Colleen Gilson asked to continue with the information for phase II because the projects were related.

S & S Realty, LTD (Holiday Inn Express – Phase II):

The Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2029. The project included the construction of a five-story building adding 66 rooms to the site. The project was estimated to cost \$5.7M and create 15 new jobs. As of December 31, 2023, the company had invested over \$5.2M.

Since the projects are related and construction happened in phases, job creation and associated annual payroll was reported together. As of December 31, 2023, job creation for both projects and annual payroll is as follows: FTE	36	\$1,269,742.78
PTE	45	\$ 381,036.24
Temp FT	5	\$32,456.31
Total	86	\$1,683,235.33

Staff recommended continuing the agreements for both phases. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue both agreements and John Orzech seconded the motion. Richard Jeffrey called for a vote; Dennis Murray abstained from the vote, but all other voting members approved the motion.

Tax Increment Financing District Reviews

Richard Jeffrey continued that for the TIF Districts, it was not required to have a motion or vote, and just an update was given. Colleen Gilson provided an update on the following Tax Increment Financing Districts.

Chesapeake TIF:

This 30-year Tax Increment Financing District was created in 2004 to fund private redevelopment projects and/or municipal improvements including, but not limited to, land acquisition, relocation, demolition, parks, streets, utilities, public buildings. In 2023, revenues totaled \$583,455 and expenses totaled \$801,397. Expenses included property tax collection and project costs associated with the Jackson Street Pier and downtown redevelopment. The fund balance at the end of 2023 was \$154,679.

Cleveland Road TIF:

This 30-year Tax Increment Financing District was created in 2018 to fund public infrastructure improvements such as trails, paths, parks, streets, sidewalks, water and sewer lines, and acquisition of real estate. The Sandusky Schools receive 10% of all annual revenues. In 2023, revenues totaled \$646,106 and expenses totaled \$340,405. Expenses included debt service payments on public improvements related to the Sports Force Parks and payments to the School District. The fund balance at the end of 2023 was \$935,456.

Downtown TIF:

This 30-year Tax Increment Financing District was created in 2018 to fund public infrastructure improvements such as trails, paths, parks, streets, sidewalks, water and sewer lines, and acquisition of real estate. The Sandusky Schools receive 10% of all annual revenues. In 2023, revenues totaled \$118,684 and expenses totaled \$12,668. Expenses included property tax expenses and a payment to the School District. The fund balance at the end of 2023 was \$300,525.

Cooke Building Improvement Section 41 TIF:

This 30-year Section 41 TIF was created in 2021 and 2023 was the first year collecting revenue. In 2023, revenues totaled \$288,311 and expenses totaled \$252,993. Expenses included service payments to the building owner and payments to the School District. The fund balance at the end of 2023 was \$35,318.

Community Reinvestment Areas

Rick Jeffrey reminded Staff to investigate putting the same people on both the CRA Housing Council and the TIRC, so that there was no concern over having a quorum for these meetings. John Orzech stated the City would investigate changing the members.

Buckeye Community Twenty-Two, LP (Rieger Place):

The Community Reinvestment Area Agreement provided a 75% abatement for ten years, expiring on December 31st, 2024. The project consisted of the renovation of the Rieger Place building into retail units and 37 income restricted senior housing units. The company committed to

investing \$5M and creating two full-time employment positions through the project. As of December 31, 2023, the company had invested \$6.1M and had two full time employees at the site.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Mike Zuilhof made a motion to continue the agreement and Dennis Murray seconded the motion. All voting members unanimously approved the motion.

SandCity, LLC:

The Community Reinvestment Area Agreement provided a 75% abatement for ten years, expiring on December 31st, 2029. The project consisted of the renovation of three historic buildings on Columbus Avenue into a mixed-use development with an estimated investment of \$11.4M and the creation of 25 full-time employment positions with new payroll of \$600,000 (approximate). As of December 31, 2023, the company reported 35 positions with \$474,082.67 in annual payroll.

Tax Abatement Compliance	Payroll \$	# of Employees	
Firelands	\$ 328,824.74	7	
City Hall		31	*Exempt
Vita	\$ 145,257.93	28	
	<u>\$ 474,082.67</u>	<u>35</u>	

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Dennis Murray made a motion to continue the agreement and Mike Zuilhof seconded the motion. All voting members unanimously approved the motion.

Tier 3, LLC:

The Community Reinvestment Area Agreement provided a 75% abatement for ten years, expiring on December 31st, 2026. The project consisted of the renovation of building at 223 W. Water Street. The project has exceeded the required investment and job creation levels with an investment of \$1.4M and job creation of 25 full time employees and an annual payroll of \$566,122 as of December 31, 2023.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Mike Zuilhof made a motion to continue the agreement and Michelle Reeder seconded the motion. Dennis Murray asked what property Tier 3, LLC was located at. Mike Zuilhof stated it was the Hotel Kilbourne and a big success. Richard Jeffrey called for a vote and all members approved the motion, unanimously.

Richard Jeffrey stated that for the CRA the City was no longer required to report it to Columbus. Colleen Gilson stated that only applied to the CRA.

PUBLIC INPUT:

Sharon Johnson asked why the City was continuing the Market Street Collective agreement when they were behind on their taxes. Dennis Murray stated there was no economic impact to continue the agreement. Mike Zuilhof stated he hoped Market Street Collective was being encouraged to put the property back on the market and added that a citizen can report those who are behind on taxes. Richard Jeffrey stated as auditor he did not receive information on taxes, that was handled by the treasurer and when a foreclosure happened, he was notified. Sharon Johnson asked why Market Street Collective had not been foreclosed on yet. Richard Jeffrey stated that the Treasurer had a process that was mandated by the Ohio Revised Code, and he was not privy to whether they were involved in that process.

ADJOURNMENT:

Richard Jeffrey asked for a motion to adjourn. A motion to adjourn was made by Dennis Murray and was seconded by John Orzech and the meeting ended at 1:50 pm.

Approved:


Quinn Rambo, Clerk


Richard Jeffrey, Chair



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Aaron Klein, Director of Public Works

Date: April 12, 2024

Subject: Commission Agenda Item – 2019 Milan Road Cell Tower Lease, First Amendment

Items for Consideration: Legislation authorizing and directing the City Manager to enter into First Amendment of a Land Lease Agreement with Ohio 2 Skytree MPL Tower Holdings, LLC (the “Lessee”) for purposes of constructing a collocated communications facility.

Background Information: The City of Sandusky originally entered into a Communications Site Option and Land Lease Agreement on May 10, 2004 with Ohio RSA 2 Limited Partnership (d.b.a. ALLTEL) for purposes of constructing and operating a wireless cell tower with a maximum lease length of twenty (20) years. The agreement at the time was critical to providing enhanced telecommunications service to City of Sandusky residents and businesses and it was constructed on an underutilized portion of existing city owned property. The lease is set to expire on May 9, 2024.

The City was subsequently approached by Lessee in 2015 about entering into a second Land Lease Agreement at the site for an additional 1,010 square feet of land (adjacent to the existing wireless cell tower) for purposes of constructing a collocated communications facility which resulted in Verizon Wireless being added to the tower. This Land Lease Agreement was approved by Ordinance No. 15-075 and set to terminate upon the cancellation, termination, or expiration of the original 2004 Communications Site Option and Land Lease Agreement on May 9, 2024.

The proposed first amendment provides the lessee an option to extend four (4) additional five (5) year renewal periods starting on May 10, 2024.

Budgetary Information: The City will be due \$10,000 upon execution of the Amendment and \$1,840 monthly, with a rent escalation of 15% at the start of each renewal period. Any collocation with a sublessee would result in an extra \$150 per month.

Action Requested: It is requested that the proper legislation be prepared to allow the City Manager to enter into the First Amendment to Communications Site Option and Land Lease Agreement with Ohio 2 Skytree MPL Tower Holdings, LLC and that the legislation be passed in accordance with Section 14 of the City Charter to execute the Amendment prior to expiration of the existing agreement.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; S. Hastings, Law Director; M. Reeder, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO COMMUNICATIONS SITE OPTION AND LAND LEASE AGREEMENT WITH OHIO 2 SKYTREE MPL TOWER HOLDINGS, LLC RELATING TO THE MILAN ROAD CELL TOWER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky originally entered into a Communications Site Option and Land Lease Agreement with Ohio RSA 2 Limited Partnership (d.b.a. ALLTEL) on May 10, 2004, for the purposes of constructing and operating a wireless cell tower with a maximum lease length of twenty (20) years which at the time was critical to providing enhanced telecommunications service to the City of Sandusky's residents and businesses and it was constructed on an underutilized portion of existing City owned property and this lease expires on May 9, 2024; and

WHEREAS, in 2015, the City was approached by Lessee about entering into a second Land Lease Agreement at the site for an additional 1,010 square feet of land (adjacent to the existing wireless cell tower) for purposes of constructing a collocated communications facility; and

WHEREAS, the City Commission authorized a Land Lease Agreement with New Par d.b.a. Verizon Wireless relating to the Milan Road Cell Tower by Ordinance No. 15-075, passed on May 26, 2015, which resulted in Verizon Wireless being added to the tower and this lease expires on May 9, 2024; and

WHEREAS, this proposed First Amendment to Communications Site Option and Land Lease Agreement with Ohio 2 Skytree MPL Tower Holdings, LLC provides the Lessee an option to extend for four (4) additional five (5) year renewal periods beginning on May 10, 2024; and

WHEREAS, the City will receive \$10,000.00 upon execution of the Amendment and \$1,840.00 monthly, with a rent escalation of 15% at the start of each renewal period, and any collocation with a sublessee will result in an extra \$150.00 per month for each collocation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Amendment prior to the expiration of the existing agreement on May 9, 2024; and

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

immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a First Amendment to Communications Site Option and Land Lease Agreement with Ohio 2 Skytree MPL Tower Holdings, LLC relating to the Milan Road Cell Tower, a copy of which is marked Exhibit “1” and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

FIRST AMENDMENT TO COMMUNICATIONS SITE OPTION AND LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE OPTION AND LAND LEASE AGREEMENT (this “**Amendment**”), dated as of this ____ day of _____, 20__ (the “**Effective Date**”), by and between **City of Sandusky, Ohio** (the “**Owner**”), and **Ohio 2 Skytree MPL Tower Holdings, LLC** (the “**Tenant**”), recites and provides:

RECITALS

WHEREAS, Owner is the owner of certain real property located in Erie County, Ohio, as more particularly described on **Exhibit A** (the “**Owner's Property**”).

WHEREAS, Tenant, by way of assignment, is the tenant under that certain Communications Site Option and Land Lease Agreement by and between Owner and Ohio RSA 2 Limited Partnership, d/b/a ALLTEL, a Delaware Partnership, dated as of May 10, 2004 (as previously assigned and as further amended herein, the “**Lease**”). (the “**First Amendment**” and together with the Original Lease, as assigned and as further amended herein, collectively, the “**Lease**”).

WHEREAS, Owner leases to Tenant a portion of the Owner's Property, as more particularly described on **Exhibit B** (the “**Premises**”).

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises (“**Improvements**”).

WHEREAS, Owner and Tenant now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. Amendment Fee. Simultaneous with execution of this Amendment and as a condition to its effectiveness, Tenant shall pay an amendment fee of Ten Thousand and No/100 Dollars (\$10,00.00) to Owner.

3. Renewal Terms. The Lease is set to expire on May 9, 2024 (the “**Expiration Date**”). Immediately following the Expiration Date, Tenant shall have the option to extend the

Lease for Four (4) additional Five (5) year renewal periods (each a “**Renewal Term**”). Each such Renewal Term shall be deemed automatically exercised by Tenant unless Tenant provides written notice to Owner of non-renewal at least sixty (60) days prior to expiration of the then current term.

4. Rent. Commencing on the first day of the first Renewal Term, the Rent shall be One Thousand Eight Hundred and Forty and No/100 Dollars (\$1,840.00), paid monthly, in advance, to Owner’s address set forth in Section 14.

5. Rent Adjustments. Rent shall adjust on the first day of each Renewal Term and each Renewal Term thereafter, as applicable, by Fifteen percent (15%) over the prior term’s Rent amount.

6. Right of First Refusal. In the event that Owner determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Owner if Owner is an entity, which interest underlies or affects any or all of the Premises (the “**ROFR Property**”) to any third-party, Owner shall offer Tenant a right of first refusal to purchase or acquire the Premises (or such larger portion of Owner’s property that encompasses the Premises, if applicable) or such interest proposed to be conveyed. Owner shall provide a copy of any offer to purchase, or any executed purchase agreement or letter of intent (“**Offer**”), to Tenant which copy shall include, at a minimum, the purchase or acquisition price, proposed closing date, and financing terms (collectively, “**Minimum Terms**”). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Owner of Tenant’s election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Tenant’s purchase election notice. In such event, Owner agrees to sell the ROFR Property to Tenant subject to Tenant’s payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Owner and Tenant. If Tenant provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant’s continuing right of first refusal hereunder), and Owner shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer (“**Permitted Sale**”). If Owner does not consummate the Permitted Sale within ninety (90) days of the date of Tenant’s waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

7. Termination. Tenant shall use commercially reasonable efforts to locate and maintain subtenants on the Improvements. In addition to any other termination right of Tenant in the Lease, Tenant may terminate the Lease in the event that Tenant is unable to locate or maintain any subtenants on the Improvements for a period of three (3) consecutive months, effective after the Tenant provides the Owner with six (6) months’ notice of the Tenant’s election to terminate.

8. Subleases and Licenses. Section 12 of the lease is amended to add the following: Tenant shall have the exclusive right to sublease or grant licenses to use the Improvements or any other towers, structures, equipment, or ground space on the Premises, without Owner’s consent. provided Tenant notifies Owner in writing within sixty (60) days of entering into such sublease or

license Upon request Tenant shall provide redacted copies of any applicable sublease to the Owner, for the purpose of confirming relevant financial terms (b) Tenant shall continue to pay One Hundred and Fifty Dollars (\$150.00) for each additional sublessee or licensee, who executes a sublease or license agreement with the Tenant for the Communications Facility, beginning with the second subtenant. ("additional rent"). . The additional rent will begin the month immediately following receipt of payment by Tenant from the sublease. (iii) The additional rent will cease if there is only one sublease on the site

9. Exclusive Use. In addition to any other use rights granted by the Lease, Tenant shall have the exclusive right to use and sublease the Premises for purposes of constructing, maintaining, and operating wireless communication infrastructure. Owner shall not grant any right to a third-party which would affect all or part of the Premises in any way that competes, interferes, or conflicts with this exclusive use by Tenant.

10. Owner Mortgage. In the event the Owner's Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Owner Mortgage**"), Owner, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this agreement is fully executed, will obtain from the holder of each such Owner Mortgage a fully-executed subordination, non-disturbance and attornment agreement (a "**SNDA**") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Owner Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Tenant's interest in the Premises, such Owner Mortgage holder shall recognize and confirm the validity and existence of the Lease, as amended, and Tenant shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of the Lease, as amended, provided Tenant is not in default of the Lease beyond applicable notice and cure periods.

11. Tenant Mortgage. Owner consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Lease and all of Tenant's personal property and fixtures attached to the Owner's Property, and furthermore consents to the exercise by Tenant's lender of its rights of foreclosure with respect to its lien and security interest. Owner agrees to recognize Tenant's Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

12. Memorandum of Lease. Tenant shall be permitted to record a Memorandum of Lease, or Memorandum of Amendment of Lease, as applicable ("**MOL**"), in the form attached as **Exhibit C**, reflecting the terms of the Lease as modified by this Amendment, and Owner shall promptly execute such MOL at Tenant's request.

13. Survey of Premises. If an accurate, surveyed legal description of the Premises has not been incorporated into the Lease, Tenant may conduct an updated survey of the Premises, at Tenant's sole cost and expense, to be used to replace any such erroneous legal descriptions, drawings, depictions, or site plans, previously attached as attachments, exhibits, schedules, or other supplements to the Lease, upon reasonable approve of the Owner, which approval shall not be unreasonably withheld, conditional, or delayed. Such surveyed legal descriptions shall serve as the "Premises" under the Lease, shall supersede any other descriptions of the Premises in the Lease,

shall be attached by Tenant through an additional "Premises Addendum" to the Lease at a later time, and may be done within five (5) years of the Effective Date.

14. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Tenant:

Ohio 2 Skytree MPL Tower Holdings, LLC
c/o New Cingular Wireless PCS, LLC
Attention: Network Real Estate Administration
Re: Cell Site #: US-OH-5005; Cell Site Name: Downtown Sandusky East
Fixed Asset No: _____
575 Morosgo Drive
13-F West Tower
Atlanta, GA 30324

with a copy to:

VB-S1 Assets, LLC
c/o Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attention: General Counsel
Ref: US-OH-5005

If to Owner:

City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, Ohio 44870
Email: jorzech@cityofsandusky.com
Phone: 419.627.5909

15. Estoppels. The Owner and Tenant shall, within ten (10) business days of the request of the other Party provide an estoppel certificate as to any matters reasonably requested by the other Party.

16. Hold Harmless. Tenant agrees to defend, indemnify and hold harmless Owner and its officials, employees, representatives and agents, from and against any and all claims, costs (including reasonable attorney fees) and liabilities arising from Tenant's use or occupancy of the premises, or from Tenant's performance or failure to perform under the Lease, or from the presence of any hazardous materials brought onto the Premises by Tenant or Tenant's agents, employees, licenses, invitees, or contractors. The Owner shall not be obligated to defend, indemnify, and hold harmless the Tenant whatsoever.

17. Representations of Owner. Owner warrants and represents that: (i) it is the owner in fee simple of the Premises; (ii) it alone has full right to lease the Premises on the terms of the Lease, as amended; and (iii) it has the full authorization and authority to execute this Amendment.

18. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this section, “original signature” means or refers to a signature that has not been mechanically or electronically reproduced.

Ratification. Except as amended and modified herein, the Lease is ratified and confirmed in all respects and shall continue in full force and effect. In the event of any conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease.

[The remainder of this page is intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

OWNER:

City of Sandusky, Ohio

By: _____

Name: _____

Title: _____

EXHIBIT "1"

[Owner's Signature Page to Amendment]

TENANT:

Ohio 2 Skytree MPL Tower Holdings, LLC

By: VB-S1 Assets, LLC

Its: Attorney-in-Fact

By: _____

Name: Alex Gellman

Title: Chief Executive Officer

EXHIBIT "1"

[Tenant's Signature Page to Amendment]

Exhibit A

Description of the Owner's Property (Parent Parcel)

[INSERT LEGAL DESCRIPTION OF THE OWNER'S PROPERTY FROM TITLE
COMMITMENT]

EXHIBIT "A"

Exhibit B

Legal Description of the Premises

[INSERT LEGAL DESCRIPTION OF THE PREMISES FROM FINAL SURVEY]

EXHIBIT "1"

Exhibit C

Form of Memorandum of Lease

[SEE ATTACHED]

EXHIBIT "1"

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: General Counsel

Site Name: Sandusky Downtown East
Site Number: US-OH-5005

**FIRST MEMORANDUM OF AMENDMENT TO COMMUNICATIONS SITE OPTION AND
LAND LEASE AGREEMENT**

This First Memorandum of Amendment to Communications Site Option and Land Lease Agreement ("**Memorandum**") evidences a Communications Site Option and Land Lease Agreement, dated May 10, 2004 (the "**Lease**") by and between **City of Sandusky, Ohio**, whose address is 222 Meigs St, Sandusky, Ohio 44879 ("**Landlord**"), and **Ohio 2 Skytree MPL Tower Holdings, LLC**, by its attorney-in-fact **VB-S1 Assets, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**").

WHEREAS, Landlord owns certain real property (the "**Property**") described on **Exhibit A-1** attached hereto.

WHEREAS, pursuant to the Lease, Landlord leases to Tenant a portion of the Property (the "**Premises**") described on **Exhibit A-2** (and together with **Exhibit A-1**, collectively, **Exhibit A**).

WHEREAS, the Lease commenced on September 1, 2004, for an initial term of Five (5) years, with Three (3) renewal terms of Five (5) years each, and the Lease was amended to add Four (4) additional Five (5) year renewal terms.

WHEREAS, the Lease, as amended, further provides as follows:

1. The Premises may be used exclusively by Tenant for certain purposes, including without limitation, erecting, installing, operating, reconstructing, and maintaining certain radio and communications towers, buildings, and equipment.

2. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon.

Site Name: Sandusky Downtown East
Site Number: US-OH-5005

3. Under certain circumstances, Tenant has a *right of first refusal* to acquire the Premises from Landlord.

4. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN
ON NEXT PAGE]

EXHIBIT "1"

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM as of the date last signed by a party hereto.

WITNESSES:

LANDLORD:

City of Sandusky, Ohio

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
_____, 20_____ by _____ (name of signatory), _____
_____ (title of signatory) of City of Sandusky, Ohio, a Chartered Municipality of the State
of Ohio, on behalf of the company.

Notary Public

Print Name: _____

My Commission Expires: _____

[Tenant's Signature Page to Memorandum]

WITNESSES:

Name: _____

Name: _____

TENANT:

Ohio 2 Skytree MPL Tower Holdings, LLC
By: VB-S1 Assets, LLC,
a Delaware limited liability company
Its: Attorney-in-Fact

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____
_____, 20_____ by _____ (name of signatory), _____
_____ (title of signatory) of VB-S1 Assets, LLC, a Delaware limited liability company,
on behalf of the company.

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A
(TO MEMORANDUM OF LEASE)

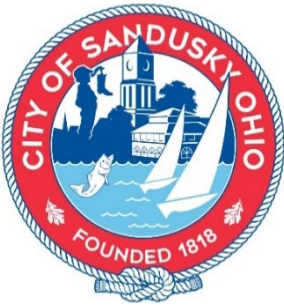
EXHIBIT A-1
The Property

[INSERT LEGAL DESCRIPTION OF THE PROPERTY FROM TITLE COMMITMENT]

EXHIBIT A-2
The Premises

[INSERT LEGAL DESCRIPTION OF THE PREMISES FROM FINAL SURVEY]

EXHIBIT A-1



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5829

www.cityofsandusky.com

To: John Orzech, City Manager

From: Aaron Klein, Director of Public Works

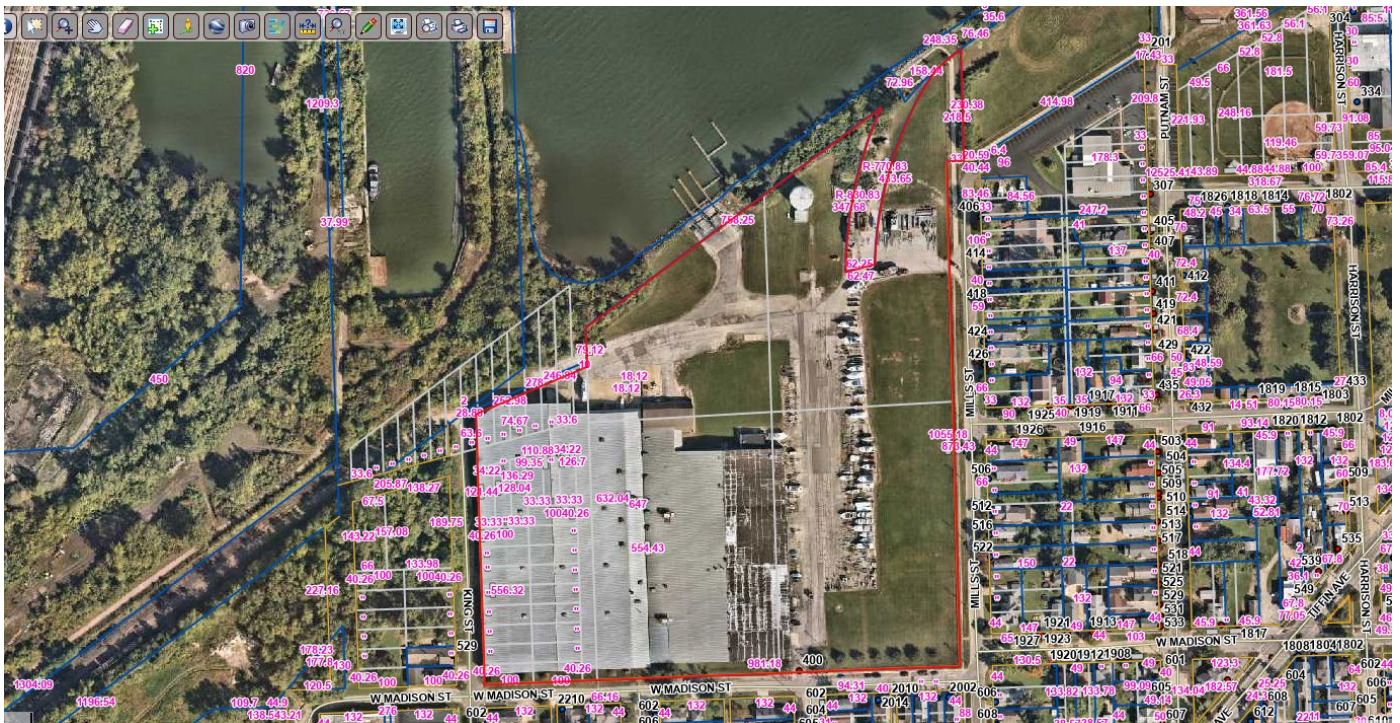
Date: April 12, 2024

Subject: Commission Agenda Item – Easements with CMSC Ltd for Sandusky Bay Pathway

Items for Consideration: Legislation authorizing the City Manager to enter into one (1) Temporary Easement and one (1) Permanent Easement from CMSC, Ltd. an Ohio limited liability company for construction of portions of the Sandusky Bay Pathway.

Background Information: Per ordinance 19-115, the City contracted with Environmental Design Group (EDG) to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of Sandusky Bay Pathway project. After preferred alignment alternatives were approved, EDG and their subconsultant OR Colan & Associates (ORC) have worked with landowners on acquisition services.

The property outlined in yellow below is owned by CMSC, Ltd. See the exhibit attached to the ordinance for an exact layout on this parcel (PPN 59-00344.000). The permanent easement totals 0.293 acres, and the temporary easement totals 0.172 acres. Total acquisition is approximately 0.465 acres.



Budgetary Information: The cost of the temporary easement is \$1,312.73, and the total cost of the permanent easement is \$15,996.43 for a total acquisition price of \$17,309.16 that will be paid from Capital Projects Funds.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a temporary and a permanent easement with CMSC Ltd, an Ohio limited liability company for a total amount of \$17,309.16 and that legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to allow the consultant to proceed with finalizing construction plans for the next phase of the Sandusky Bay Pathway.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; S. Hastings, Law Director; M. Reeder, Finance Director

CERTIFICATE OF FUNDS

In the Matter of: Pathway Easements

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

Account #431-6505-53000

By: _____



Michelle Reeder

Finance Director

Dated: 4/16/24

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PERMANENT EASEMENT AND TEMPORARY EASEMENT GRANTED TO THE CITY BY CMSC, LTD. FOR THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission authorized and directed the City Manager to enter into an agreement for professional design services with Environmental Design Group, LLC, of Akron, Ohio, to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of the Sandusky Bay Pathway, by Ordinance No. 19-115, passed on June 24, 2019; and

WHEREAS, CMSC Ltd. is the owner of property located at 400 Broadway Street, Parcel No. 59-00344.000, and is granting the City a permanent easement and a temporary easement on a portion of their property necessary for the continuation of the Sandusky Bay Pathway; and

WHEREAS, the cost of the temporary easement is \$1,312.73 and the cost of the permanent easement is \$15,996.43 for a total cost of \$17,309.16 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the consultant to proceed with finalizing construction plans for the next phase of the Sandusky Bay Pathway; and

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

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

Section 1. This City Commission approves a Permanent Easement and Temporary Easement granted to the City by CMSC, Ltd. for a portion of the property located at 400 Broadway Street, Parcel No. 59-00344.000, for the purpose of utilizing for the Sandusky Bay Pathway, copies of which are attached and marked Exhibits "1" and "2" and are specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the

Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024

EASEMENT

CMSC, Ltd., an Ohio limited liability company, the Grantor(s), in consideration of the sum of Fifteen Thousand Nine Hundred Ninety Six Dollars and Forty-Three Cents (\$15,996.43), to be paid by City of Sandusky, an Ohio municipal corporation, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 59-00344.000 - PE

City of Sandusky – Bay Pathway Project

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 59-00344.000

Prior Instrument Reference: Instrument No. 200609058, Erie County Recorder's Office.

Grantor(s), for itself and its successors and assigns, covenant(s) with the Grantee, its successors and assigns, that it is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction and maintenance of a public pathway. Grantee holds Grantor

harmless for any damage to the public pathway that runs along the Grantor's eastern property line in the northeast area of the Grantor's property and along the Grantor's southern property line due to Grantor's business operations, which includes, but is not limited to the crossing of the public pathway by large semis and fuel tankers.

In Witness Whereof CMSC, Ltd., an Ohio limited liability company has caused its name to be subscribed by Christine M. Craft, its Manager, and its duly authorized agent on the 7th day of February, 2024.

GRANTOR:

CMSC, Ltd., an Ohio limited liability company

By:

Christine M. Craft
Christine M. Craft, Manager

STATE OF OHIO)

)

SS

COUNTY OF ERIE)

)

The foregoing instrument was acknowledged before me this 7th day of February, 2024 by Christine M. Craft, President of CMSC, Ltd., an Ohio limited liability company, on behalf of the company. This is an acknowledgment only. No oath or affirmation was administered to the signer.

Amy Moyer
NOTARY PUBLIC
My commission expires: June 7, 2024

John Orzech, City Manager
City of Sandusky

Date

Prepared by:
Michael R. Donaldson, Esq.
4210 Menlo Park Lane
Vermilion, OH 44089



Exhibit A

LEGAL DESCRIPTION

CMSC PROPERTY

PERMANENT EASEMENT

Situated in the City of Sandusky, County of Erie and State of Ohio and known as being part of Outlots 68, 69, 70, 71, and 76 in Ward 4, Beeche's Survey West of Camp Street and part in William King Subdivision of Outlot 76 and more fully described as follows;

Beginning at the intersection of the northerly right of way line of Madison Street (49.50 feet in width) and the easterly right of way line of King Street (57.42 feet in width), witnessed by a 1/2 inch iron rod with cap "Hancock" found 0.41 feet south and 0.14 feet east;

Thence North 1 degree 54 minutes 27 seconds West, along the easterly right of way line of said King Street, a distance of 11.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 585.35 feet to a point;

Thence South 1 degree 54 minutes 27 seconds East, a distance of 3.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 81.49 feet to a point;

Thence South 56 degrees 49 minutes 22 seconds East, a distance of 12.18 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 29.75 feet to a point;

Thence North 79 degrees 45 minutes 00 seconds East, a distance of 55.13 feet to a point;

Thence North 88 degrees 02 minutes 38 seconds East, a distance of 148.09 feet to a point;

Thence North 77 degrees 56 minutes 35 seconds East, a distance of 25.83 feet to a point;

Thence North 55 degrees 46 minutes 23 seconds East, a distance of 26.07 feet to a point;

The community impact people.

CORPORATE

450 Grant Street / Akron, OH 44311

P 330.375.1390 / F 330.375.1590

TF 800.835.1390

COLUMBUS OFFICE

7965 North High Street, Suite 050

Columbus, Ohio 43235

CLEVELAND OFFICE

2814 Detroit Avenue

Cleveland, Ohio 44113

MARIETTA OFFICE

204 Front Street

Marietta, Ohio 45750

NEWARK OFFICE

33 West Main Street, Suite 206-A

Newark, Ohio 43055

envdesigngroup.com

Thence North 33 degrees 24 minutes 10 seconds East, a distance of 26.29 feet to a point;

Thence North 10 degrees 21 minutes 31 seconds East, a distance of 27.57 feet to a point;

Thence North 1 degree 31 minutes 48 seconds West, a distance of 437.53 feet to a point;

Thence North 0 degrees 10 minutes 13 seconds East, a distance of 17.14 feet to a point;

Thence North 12 degrees 01 minutes 27 seconds East, a distance of 18.03 feet to a point on the westerly right of way line of Mills Street (66 feet in width);

Thence South 1 degree 26 minutes 36 seconds East along the westerly right of way line of said Mills Street, a distance of 548.17 feet to a point on the northerly right of way line of said Madison Street;

Thence South 88 degrees 05 minutes 33 seconds West, along the northerly right of way line of said Madison Street, a distance of 981.11 feet to the point of beginning and containing 0.293 acres of land, more or less.

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

The above described easement lies within Erie County Auditor Parcel Number 59-00344.000.

Dennis W. Stoffer

Dennis W. Stoffer

Ohio Registered Professional



The community impact people.

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is made as of the 4th day of April, 2024 (the "***Effective Date***"), by and between CMSC, Ltd., an Ohio limited liability company (the "***Grantor***"), and City of Sandusky, an Ohio municipal corporation (the "***Grantee***").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain parcel of property located in the City of Sandusky, Erie County, Ohio, which is legally described on **Exhibit A** attached hereto and made a part hereof and known as being Permanent Parcel No. 59-00344.000 (the "***Grantor's Parcel***");

WHEREAS, in connection with the Bay Pathway Project (the "***Pathway***"), Grantee desires to construct a portion of the Pathway across Grantor's Parcel pursuant to a separate Permanent Easement granted or to be granted by Grantor to Grantee (the "***Permanent Easement***"); and

WHEREAS, the parties desire that Grantor grant to Grantee an access and construction easement in connection with construction of the Pathway.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated herein as if fully rewritten.

2. **Grant of Easement.** For and in consideration for the payment by Grantee to Grantor of the sum of One Thousand Three Hundred Twelve Dollars and Seventy-Three Cents (\$1,312.73), Grantor hereby grants to Grantee, its representatives, consultants, agents and contractors, a non-exclusive easement over, across, under and through the areas described on **Exhibit B** attached hereto and incorporated herein by this reference (the "***Temporary Easement Area***") for purposes of accessing and constructing the Pathway (including, without limitation, removing existing fencing, installing temporary fencing/barriers, clearing, grading, cutting, and filling, and re-installing fencing around Grantor's Parcel) for a period beginning upon substantial commencement of the Pathway Work (defined below) and ending not more than twelve (12) months thereafter (the "***Term***"); provided, however, the foregoing notwithstanding, in all events, the Term of this Agreement will end and this Agreement will be of no further force or effect on December 31, 2034. Grantee shall have the right

to use the Temporary Easement Parcel to: (a) move, store and remove equipment and supplies and to fence off or barricade, as necessary, the Temporary Easement Area; and (b) perform all demolition, grading, construction and other work necessary and incident to construction of the Pathway (the "*Pathway Work*").

3. Restoration. Prior to the expiration or earlier termination of the Term, Grantee, at its sole cost, shall restore any portion of the Temporary Easement Parcel used by Grantee, other than the expanded Permanent Easement Area, to substantially the same physical condition as existed at prior to the commencement of the Pathway Work, normal wear and tear excepted, including regrading and reseeding.

4. Security, Repair and Maintenance. Grantee shall perform the Pathway Work so as to minimize interference with concurrent use of the Temporary Easement Parcel by Grantor. Grantee will not block the Mill Street gate that provides primary access to Grantor's Parcel other than for the limited time absolutely necessary for completion of the Pathway Work through that area of the Temporary Easement Area. Grantee will require its contractors to secure Grantor's Parcel at the end of each workday by means of temporary fencing or other methods reasonably acceptable to Grantor. Grantee will contractually require its contractors to reimburse Grantor for any costs and expenses reasonably incurred by Grantor as a result of Grantee's contractors' failure to so secure Grantor's Parcel at the end of each workday, including reasonable compensation paid to employees or contractors of Grantor to monitor and guard any unsecured areas until the same are properly secured by Grantee's contractors. Grantee agrees to repair any damaged real or personal property existing on Grantor's Parcel that is damaged as a result of the Pathway Work. If Grantee fails to replace any damaged property during the Term (subject to seasonal and weather delays), Grantor may, upon not less than ten (10) days written notice to Grantee, repair the damaged property and Grantee agrees to reimburse Grantor for the out-of-pocket cost of replacement item and the reasonable labor cost to install the item. No later than the end of the Term, Grantee will permanently reinstall/replace the perimeter fencing, the gates on Mill Street and Broadway Street that provide access to Grantor's Parcel and the electronic controls for those two (2) gates.

5. Insurance. Grantee and/or its contractors, as applicable, shall secure, pay for, and maintain during the continuance of the Pathway Work within the Temporary Easement Parcel, commercial general liability insurance naming Grantor as additional insured, including contractual liability, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance policy shall provide for thirty (30) days' prior written notice to Grantor and Grantee of any termination of coverage. Grantee shall, from time to time upon the request of Grantor, furnish to Grantor certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be canceled or allowed to expire without at least thirty (30) days' prior written notice to Grantor.

6. No Lien. Grantee shall not permit any lien to stand against the Temporary Easement Area or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed, on the Temporary Easement Area at the direction of Grantee. In the event of any such lien attaching to the Temporary Easement Area or any improvements thereon, Grantee shall promptly have such lien released.

7. Compliance with Laws. All work on the Temporary Easement Parcel by Grantee and its contractors shall comply with all applicable laws, statutes, building codes and regulations of general application. Grantee is responsible for all its equipment and property brought onto the

Temporary Easement Area and will take precautions to ensure that equipment left on the Temporary Easement Area is made safe and not accessible to trespassers.

8. Release of Easement. The easement rights herein granted shall automatically terminate after the expiration of the Term without the necessity for recording a termination agreement unless the Term is extended by a recorded amendment to this Agreement executed by the Grantor and Grantee.

9. Notices. All notices, demands, requests and other communications under this Agreement shall be in writing and addressed to the party at the address shown on the first page of this Agreement, and shall be deemed served upon the date of delivery or refusal of delivery by the recipient, and shall be sent by (i) hand deliver; (ii) nationally-recognized overnight delivery service; or (iii) certified United States mail, return receipt requested. Either party may change the address to which notices and other communications are to be given by so notifying the other party.

10. Binding on Successors and Entire Agreement. Until the expiration or earlier termination of the Term, this Agreement shall run with the land and shall be binding upon the parties hereto and their respective successors, grantees, assigns, guests and invitees.

11. Counterparts. This Agreement may be signed in counterparts and when taken together shall constitute one document. All agreements of performance on the part of the signatory(ies) for Grantor are agreements to perform of Grantor. No signatory for Grantor assumes, nor is he or she under, any personal liability or obligation by reason of this Agreement.

12. Unenforceability. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions contained in this Agreement unenforceable or invalid.

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

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

GRANTOR:

CMSC, Ltd.

By: Christine M. Craft
Christine M. Craft, Manager

STATE OF OHIO)
)
COUNTY OF ERIE) SS

The foregoing instrument was acknowledged before me this 4th day of April, 2024, by Christine M. Craft, Manager of CMSC, Ltd., an Ohio limited liability company, on behalf of the company. This is an acknowledgement only. No oath or affirmation was administered to the signer.

Amy J. Meyer
NOTARY PUBLIC
My commission expires: June 7, 2024

Prepared by:

Michael R. Donaldson, Esq.
4210 Menlo Park Lane
Vermilion, OH 44089
216-389-8800

GRANTEE:

City of Sandusky, a Municipal corporation

By: _____
Name: John Orzech
Title: Manager

STATE OF OHIO)
)
COUNTY OF ERIE) SS

The foregoing instrument was acknowledged before me this ____ day of April, 2024, by John Orzech, Manager of the City of Sandusky, an Ohio municipal corporation, on behalf of the corporation. This is an acknowledgement only. No oath or affirmation was administered to the signer.

NOTARY PUBLIC
My commission expires: _____

EXHIBIT A
GRANTOR'S PARCEL
LEGAL DESCRIPTION

Situated in the City of Sandusky, County of Erie and State of Ohio:

And known as being in Ward 4, in Outlots 68, 69, 70, 71 and 76, Beeche's Survey West of Camp Street and part in the William King Subdivision of Outlot 76, Deed Volume 7, Page 350, also being all of those lands of Sandusky Plastics as described in Deed Volume 501, Page 818 all those lands of Jerry A. Hoffer as described in Deed Volume 297, Page 298 all those lands of Ian Carpenter as described in Official Record 092, Page 177 all of the right of way of Broadway Street North of the North line of Madison Street and proposed to be vacated all of the right of way of Water Street East of the East line of King Street and West of the Northerly prolongation of the East line of Lot 19 of said William King Subdivision and proposed to be vacated, all references herein to the records of the Erie County Recorder, and being more particularly bounded and described as follows:

Beginning for reference at a railroad spike found marking the intersection of centerline of Madison Street (49.5 feet in width) and Broadway Street (33 feet in width North of Madison Street);

Thence North 4 deg. 16' 00" West with the centerline of Broadway Street, a distance of 24.75 feet to a point;

Thence North 85 deg. 43' 15" East in a line parallel to the centerline of Madison Street, a distance of 16.50 feet to a 1/2-Inch iron rod set and the true point of beginning for this description;

Thence North 85 deg. 43' 15" East with the North line of Madison Street, a distance of 645.50 feet to a 1/2-inch iron rod set in the West line of Mills Street (66 feet in width);

Thence North 3 deg. 48' 30" West with said West line, a distance of 1055.18 feet to a 1/2-Inch iron rod set;

Thence North 86 deg. 11' 30" East a distance of 33.00 feet to a 1/2-Inch Iron rod set in the centerline of Mills Street;

Thence North 3 deg. 48' 30" West with the Northerly prolongation of the centerline of Mills Street, a distance of 218.50 feet to a 1/2-Inch iron rod set in the Southerly line of the Consolidated Rail Corporation right of way, formerly the Cleveland, Chicago & St. Louis Railway Company;

Thence South 51 deg. 03' 00" West with said right of way and in a line 32 feet from as measured at right angles thereto, the centerline of the track of said railway, a distance of 56.39 feet to a 1/2-Inch iron rod set;

Thence Southwesterly with the arc of a curve to the left running in a line 30 feet radially from and Southeasterly of the centerline of, Conrail Track #47, said curve having a radius of 770.83 feet, a central angle of 32 deg. 13' 58", an arc length of 433.65 feet, the chord of which bears South 15 deg. 15' 42", West a chord distance of 427.95 feet to a railroad spike set;

Thence South 72 deg. 48' 42" West a distance of 62.47 feet to a railroad spike set;

Thence Northeasterly with the arc of a curve to the right running in a line 30 feet radially

EXHIBIT A cont.

from and Northwesterly of the Centerline of Conrail Track #47, said curve having a radius of 830.83 feet, a central angle of 23 deg. 58' 37", an arc length of 347.68 feet, the chord of which bears North 9 deg. 54' 16" East a chord distance of 345.15 feet to a 1/2-inch iron rod set;

Thence South 51 deg. 03' 00" West with the aforementioned Cleveland, Cincinnati, Chicago and St. Louis Railway Company right of way, a distance of 758.25 feet to a 1/2-inch iron rod set in the West line of Outlot 70;

Thence South 4 deg. 16' 00" East with lands of Norfolk Southern, formerly the Pennsylvania, Ohio and Detroit Railroad Company, Deed Volume 144, Page 293, a distance of 79.12 feet to a 1/2-inch iron rod set;

Thence South 64 deg. 25' 30" West with said lands, a distance of 252.98 feet to a 1/2-inch, iron rod set in the East right of way line of King Street as the same is platted in Deed Volume 7, Page 350 and at the Northwest corner of lands formerly owned by Ian Carpenter, Official Record 092, Page 177;

Thence, South 4 deg. 20' 00" East with the West line of said lands of Carpenter and with the East line of King Street, a distance of 556.32 feet to a 1/2-inch iron rod set in the North line of Madison Street;

Thence North 85 deg. 43' 15" East with said North line, a distance of 335.68 feet to the point of beginning, containing 19.8996 acres of land, more or less. This description is prepared from a survey conducted in July and August, 1998, most recently revised in September, 2000, by John Hancock, P.S. No. 6918. Bearings are based on the centerline of King Street bearing North 4 deg. 20' 00" West.

Tax ID No.: 59-00-344-000 (Land)

Tax ID No.: 59-70-344-000 (Building)



Exhibit B

LEGAL DESCRIPTION

CMSC PROPERTY

TEMPORARY EASEMENT 1

Situated in the City of Sandusky, County of Erie and State of Ohio and known as being part of Outlots 68, 69, 70, 71, and 76 in Ward 4, Beeche's Survey West of Camp Street and part in William King Subdivision of Outlot 76 and more fully described as follows;

Beginning at the intersection of the northerly right of way line of Madison Street (49.50 feet in width) and the easterly right of way line of King Street (57.42 feet in width), witnessed by a 1/2 inch iron rod with cap "Hancock" found 0.41 feet south and 0.14 feet east;

Thence North 1 degree 54 minutes 27 seconds West along the easterly right of way line of said King Street a distance of 11.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 585.35 feet to the true point of beginning for the easement herein described;

Thence North 1 degree 54 minutes 27 seconds West, a distance of 2.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 81.49 feet to a point;

Thence South 1 degree 54 minutes 27 seconds East, a distance of 5.00 feet to a point;

Thence South 88 degrees 05 minutes 33 seconds West, a distance of 81.49 feet to a point;

Thence North 1 degree 54 minutes 27 seconds West, a distance of 3.00 feet to the true point of beginning and containing 0.009 acres of land, more or less.

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

The above described easement lies within Erie County Auditor Parcel Number 59-00344.000.

The community impact people.

CORPORATE

450 Grant Street / Akron, OH 44311
P 330.375.1390 / F 330.375.1590
TF 800.835.1390

COLUMBUS OFFICE

7965 North High Street, Suite 050
Columbus, Ohio 43235

CLEVELAND OFFICE

2814 Detroit Avenue
Cleveland, Ohio 44113

MARIETTA OFFICE

204 Front Street
Marietta, Ohio 45750

NEWARK OFFICE

33 West Main Street, Suite 206-A
Newark, Ohio 43055

envdesigngroup.com

Dennis W. Stoffer

Dennis W. Stoffer

Ohio Registered Professional



Exhibit 2



Exhibit B

LEGAL DESCRIPTION

CMSC PROPERTY

TEMPORARY EASEMENT 2

Situated in the City of Sandusky, County of Erie and State of Ohio and known as being part of Outlots 68, 69, 70, 71, and 76 in Ward 4, Beeche's Survey West of Camp Street and part in William King Subdivision of Outlot 76 and more fully described as follows;

Beginning at the intersection of the northerly right of way line of Madison Street (49.50 feet in width) and the easterly right of way line of King Street (57.42 feet in width), witnessed by a 1/2 inch iron rod with cap "Hancock" found 0.41 feet south and 0.14 feet east;

Thence North 1 degree 54 minutes 27 seconds West along the easterly right of way line of said King Street a distance of 11.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 585.35 feet to a point;

Thence South 1 degree 54 minutes 27 seconds East, a distance of 3.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 81.49 feet to a point;

Thence South 56 degrees 49 minutes 22 seconds East, a distance of 12.18 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 29.75 feet to the true point of beginning for the parcel herein described;

Thence North 3 degrees 18 minutes 31 seconds West, a distance of 15.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 202.69 feet to a point;

Thence North 43 degrees 27 minutes 27 seconds East, a distance of 83.95 feet to a point;

CORPORATE

450 Grant Street / Akron, OH 44311

P 330.375.1390 / F 330.375.1590

TF 800.835.1390

COLUMBUS OFFICE

7965 North High Street, Suite 050

Columbus, Ohio 43235

CLEVELAND OFFICE

2814 Detroit Avenue

Cleveland, Ohio 44113

MARIETTA OFFICE

204 Front Street

Marietta, Ohio 45750

NEWARK OFFICE

33 West Main Street, Suite 206-A

Newark, Ohio 43055

envdesigngroup.com

The community impact people.

Thence North 1 degree 23 minutes 20 seconds West, a distance of 438.75 feet to a point;

Thence North 0 degrees 10 minutes 13 seconds East, a distance of 18.08 feet to a point;

Thence North 12 degrees 01 minutes 27 seconds East, a distance of 52.26 feet to a point on the westerly right of way line of Mills Street (66 feet in width);

Thence South 1 degree 26 minutes 36 seconds East along the westerly right of way line of said Mills Street, a distance of 34.35 feet to a point;

Thence South 12 degrees 01 minutes 27 seconds West, a distance of 18.03 feet to a point;

Thence South 0 degrees 10 minutes 13 seconds West, a distance of 17.14 feet to a point;

Thence South 1 degree 31 minutes 48 seconds East, a distance of 437.53 feet to a point;

Thence South 10 degrees 21 minutes 31 seconds West, a distance of 27.57 feet to a point;

Thence South 33 degrees 24 minutes 10 seconds West, a distance of 26.29 feet to a point;

Thence South 55 degrees 46 minutes 23 seconds West, a distance of 26.07 feet to a point;

Thence South 77 degrees 56 minutes 35 seconds West, a distance of 25.83 feet to a point;

Thence South 88 degrees 02 minutes 38 seconds West, a distance of 148.09 feet to a point;

Thence South 79 degrees 45 minutes 00 seconds West, a distance of 55.13 feet to the true point of beginning and containing 0.172 acres of land, more or less.

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

The community impact people.

The above described easement lies within Erie County Auditor
Parcel Number 59-00344.000.

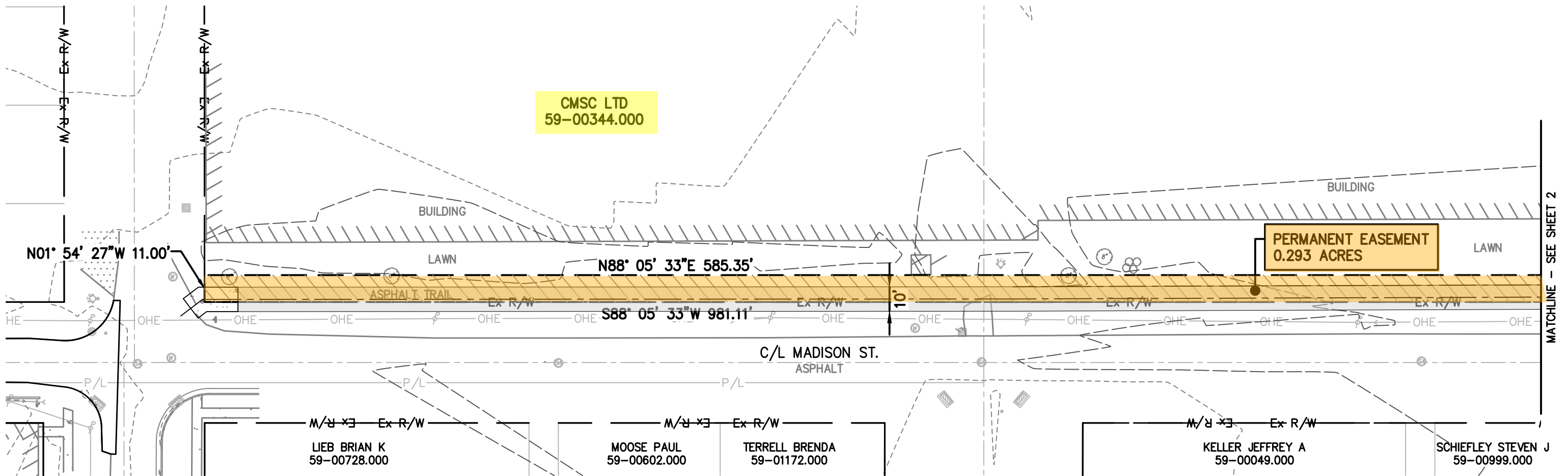
Dennis W. Stoffer

Dennis W. Stoffer

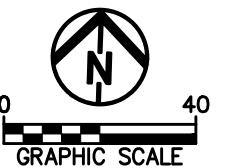
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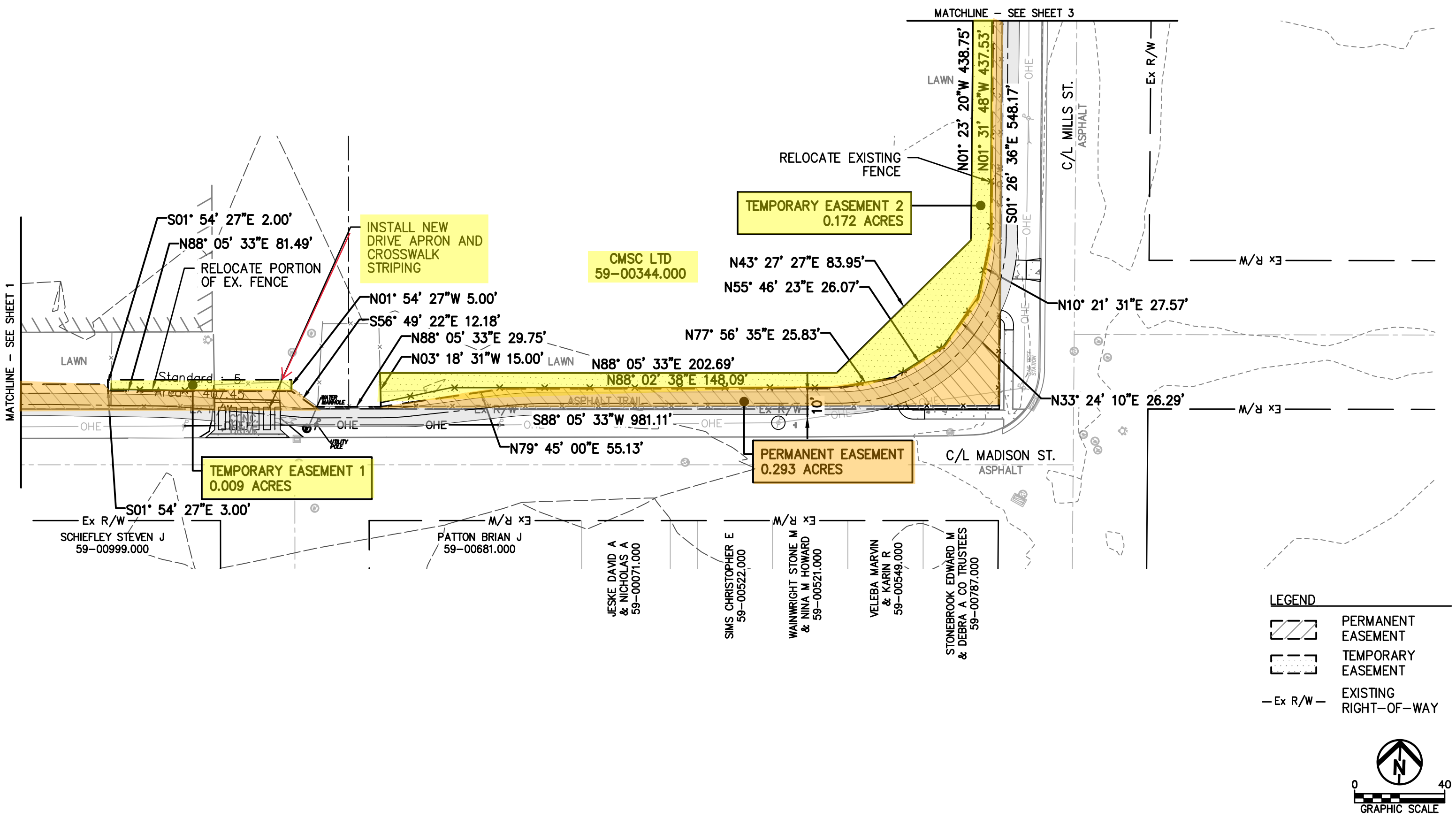
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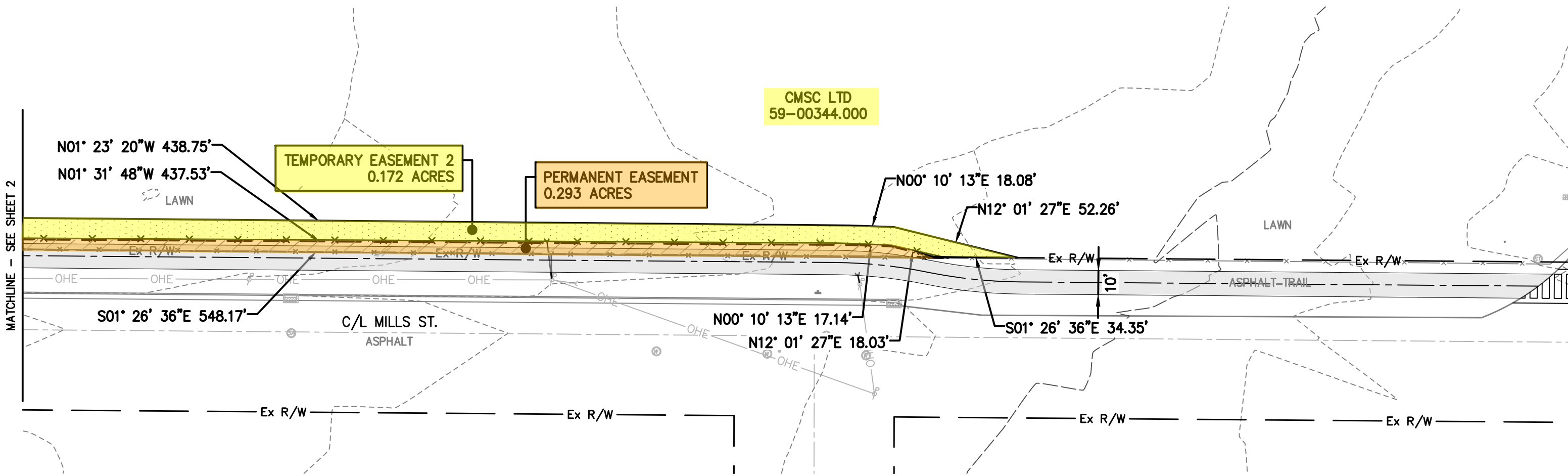
LEGEND	
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	EXISTING RIGHT-OF-WAY



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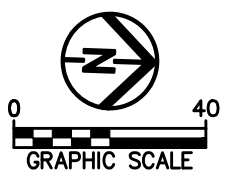


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LEGEND

	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	EXISTING RIGHT-OF-WAY



Environmental Design Group
AKRON / CLEVELAND / COLUMBUS
HQ 450 GRANT ST., AKRON, OH 44311
P 330.375.1390 / TF 800.835.1390
W ENVDESIGNGROUP.COM

SANDUSKY BAY PATHWAY
CITY OF SANDUSKY
CMSC LTD EASEMENT EXHIBIT
OCTOBER 10, 2022



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Josh Snyder, P.E., Public Works Engineer

Date: April 10, 2024

Subject: **Commission Agenda Item - ERI-6-9.07 (Cleveland Rd.) PID 114056 Cleveland Road Safety Improvement Project, Property Acquisition through Donation of Land, and Temporary Easements, with Cedar Point Park LLC, a Delaware Limited Liability Company**

ITEM FOR CONSIDERATION: Legislation approving a portion of property acquisition through donation of land on one parcel, and signing into a temporary easement agreements on four parcels as listed below for properties located along Cleveland Road with Cedar Point LLC, a Delaware limited liability company for the ERI-6-9.07 (Cleveland Rd.) PID 114056 Cleveland Road Safety Improvement Project.

BACKGROUND INFORMATION: Through previously approved legislation the City signed into agreement with American Structurepoint, Inc. for the full design of the ERI-6-9.07 (Cleveland Rd.) PID 114056 Cleveland Road Safety Improvement Project. Through the detailed design phase, it was determined how much additional right-of-way was needed and temporary easements along Cleveland Road to move forward with the installation of a new roundabout at the intersection of Cleveland & Cedar Point Drive, along with safety improvements at the intersections for Cleveland & Harbour Pkwy, Cleveland & Remington, and Cleveland & Sycamore Line, including, traffic signal and pedestrian upgrades and increased traffic capacity via turn lane additions.

Parcel No. 57-00771.000, Cedar Point Drive, Sandusky, OH (corner parcel) 56-WD & 56-T1

Parcel No. 57-05722.000, 2005 Cleveland Road, Sandusky, OH (Quacker Steak & Lube) 56-T2

As part of the intersection improvements at the Cleveland & Cedar Point Drive intersection it was found that additional right-of-way was needed and two temporary easements for the installation of a new roundabout. The consultant worked through property survey, evaluation, and negotiation with Cedar Point Park LLC, of which the fair market value of the land, including improvements, and easements were valued at \$53,125.00. It was agreed that the City shall cover the value of each improvement to be acquired (rocks, shrubs, foundation pads, mulched flower beds, trees, light pole, and parking spaces) by paying \$21,080 and Cedar Point Park LLC, agreeing to donate the land value of the acquisition and easements at \$32,045.00.

Parcel No. 57-05026.000, Cleveland Road, Sandusky, OH (access to overflow parking) 57-T

A temporary easement is needed to perform work in this area as part of the intersection improvements. The consultant worked through property survey, evaluation, and negotiation with Cedar Point Park LLC, of which the fair market value of the easement was valued at \$910.00. It was agreed that the City shall pay \$1 as part of the right of entry agreement and Cedar Point Park LLC, agreeing to donate the land value of \$910.00.

Parcel No. 57-03094.000, 2027 Cleveland Road, Sandusky, OH (Employee Housing) 60-T

Parcel No. 57-03095.000, Cleveland Road, Sandusky, OH

A temporary easement is needed to perform work in this area as part of the intersection improvements. The consultant worked through property survey, evaluation, and negotiation with Cedar Point Park LLC, of which the fair market value of the land, including improvements, was valued at \$3,125.00. It was agreed that the City shall cover the structures/improvements value of the property by paying \$2,000 and Cedar Point Park LLC, agreeing to donate the land valued at \$1,125.00.

BUDGETARY INFORMATION: Costs associated with the acquisition and temporary easements have been spelled out below, with the total agreed upon amount of \$23,081.00, being paid for by the City and then reimbursed by Ohio Department of Transportation (ODOT). The funding split is \$1,154.05 (5%) City of Sandusky, Major Infrastructure Funds (Streets) and \$21,926.95 (95%) ODOT through the Highway Safety Improvements Program funds.

Cedar Point Park LLC, a Delaware limited liability company		FMVE	Pay	Gift of Land
57-00771.000	56-WD & T1	\$ 53,125.00	\$ 21,080.00	\$ 32,045.00
57-05722.000	56 T2	<i>above</i>		
57-05026.000	57-T	\$ 910.00	\$ 1.00	\$ 910.00
57-03094.000	60-T	\$ 3,125.00	\$ 2,000.00	\$ 1,125.00
57-03095.000	60-T	<i>above</i>		

ACTION REQUESTED: It is recommended that proper legislation be prepared approving a portion of property acquisition through donation on one parcel, and signing into a temporary easement agreements on four parcels as listed above for properties located along Cleveland Road with Cedar Point LLC, a Delaware limited liability company for the ERI-6-9.07 (Cleveland Rd.) PID 114056 Cleveland Road Safety Improvement Project and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for full execution of the agreements and filing with the Erie County Recorder's office and to proceed with plans for the project.

I concur with this recommendation:

John Orzech
City Manager

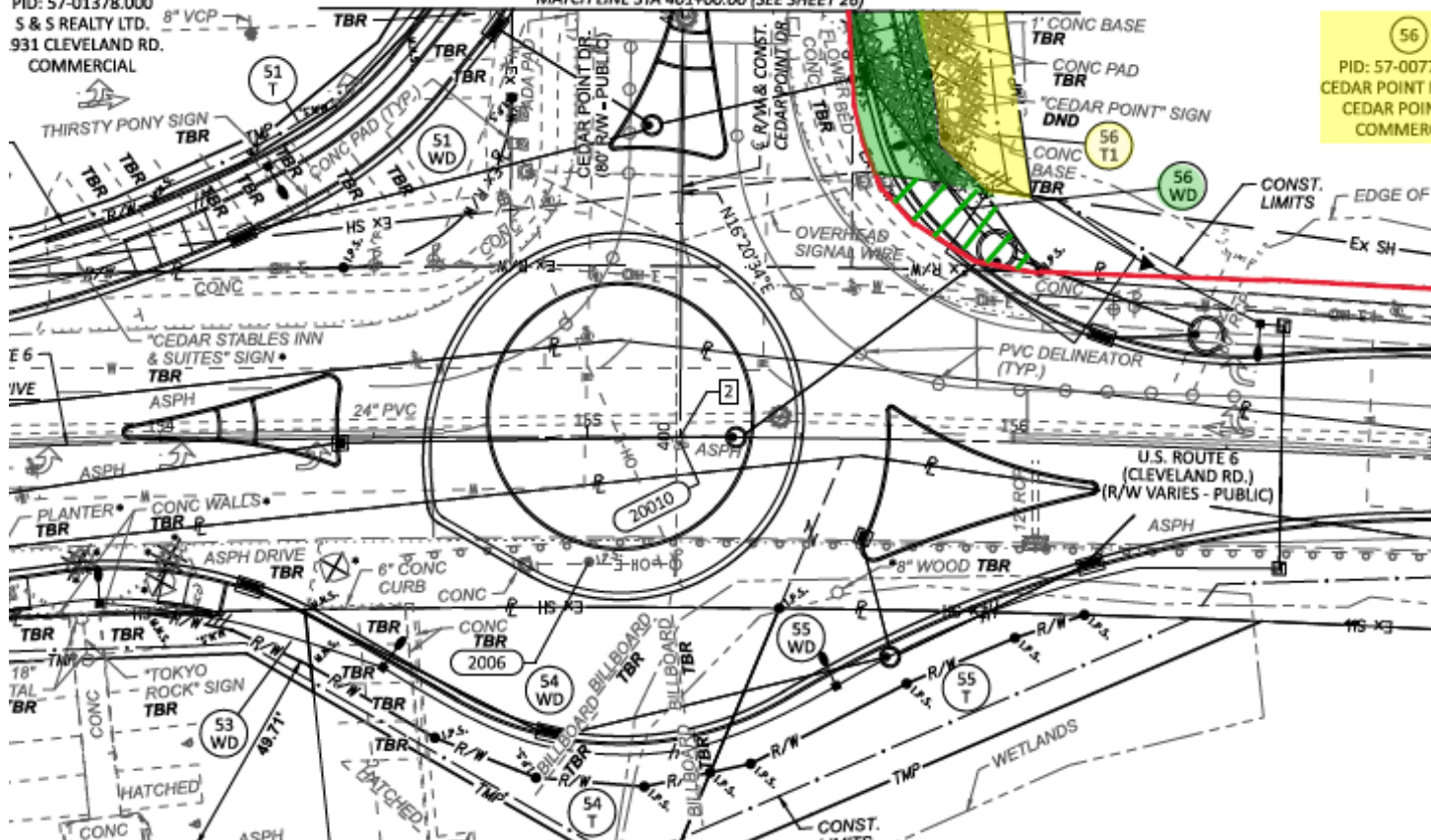
Aaron M. Klein
Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

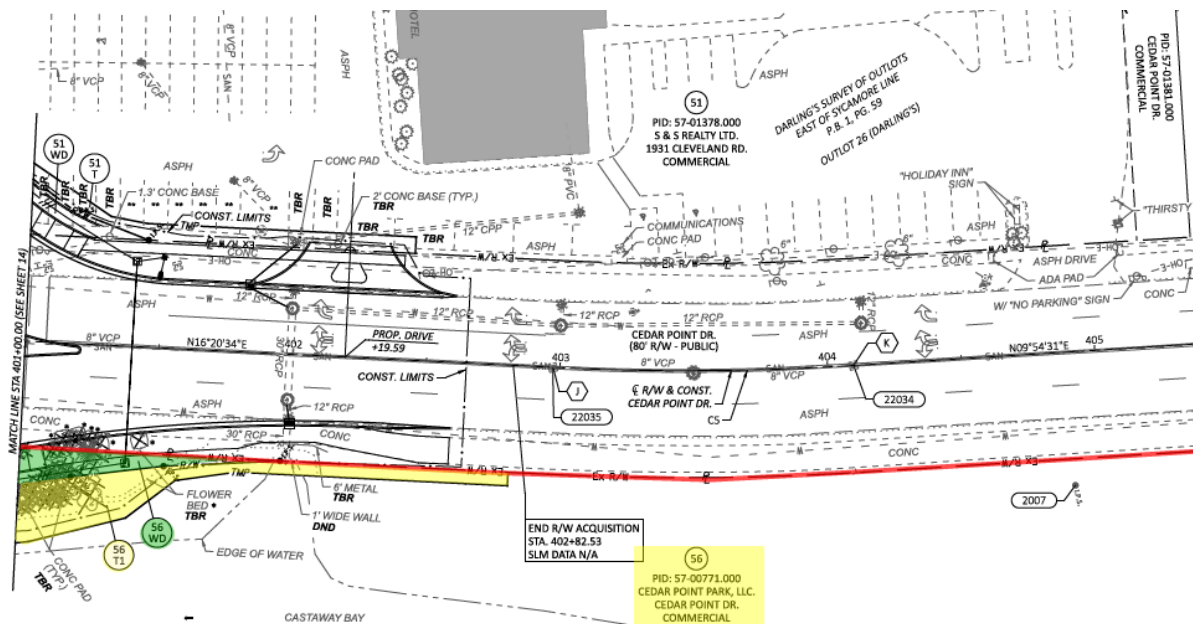
Parcel No. 57-00771.000, Cedar Point Drive, Sandusky, OH (corner parcel) 56 WD & 56 T1



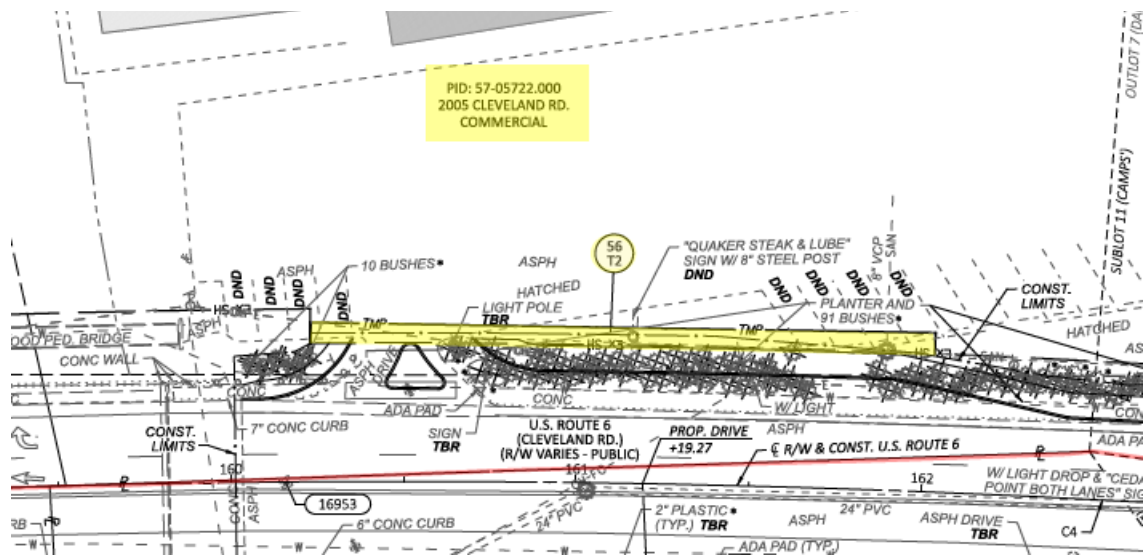
MATCH LINE STA 401+00.00 (SEE SHEET 26)



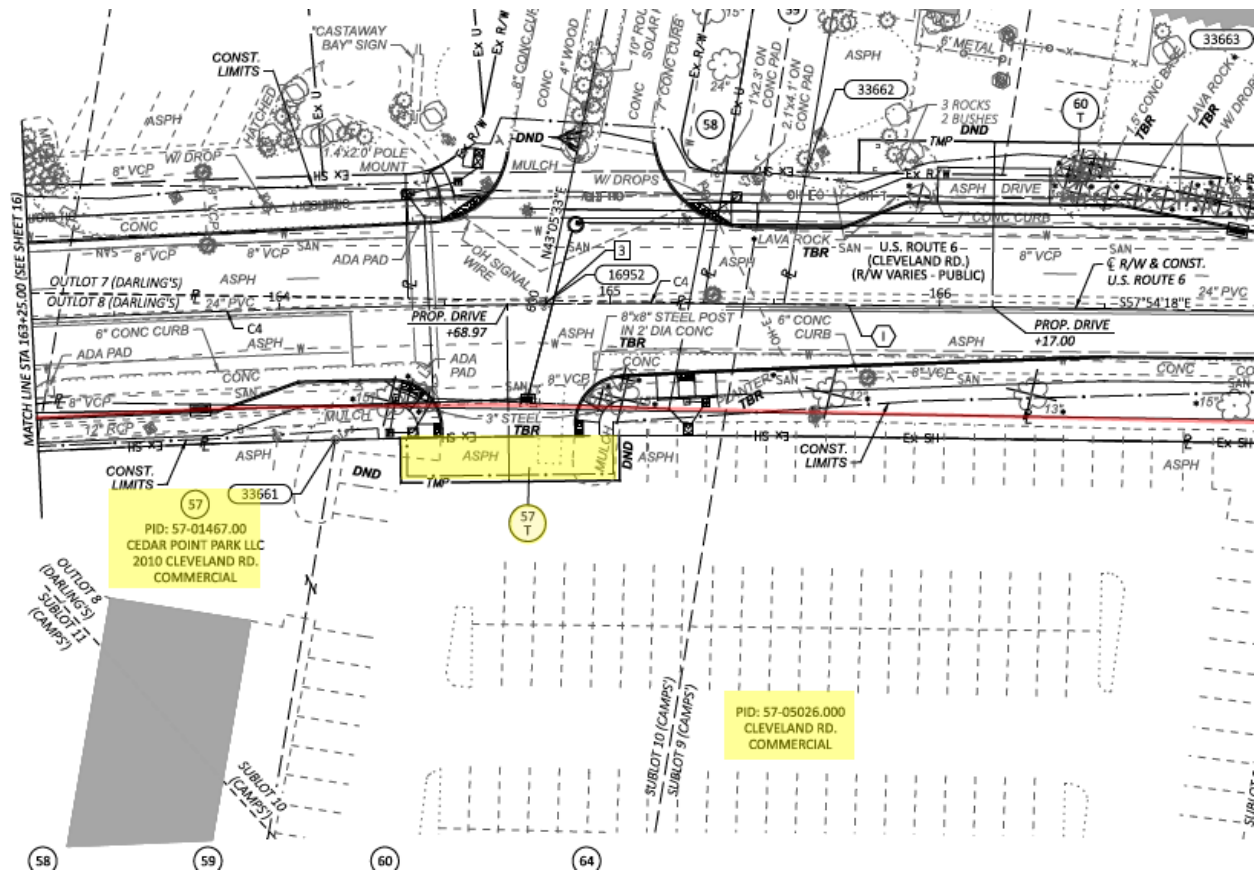
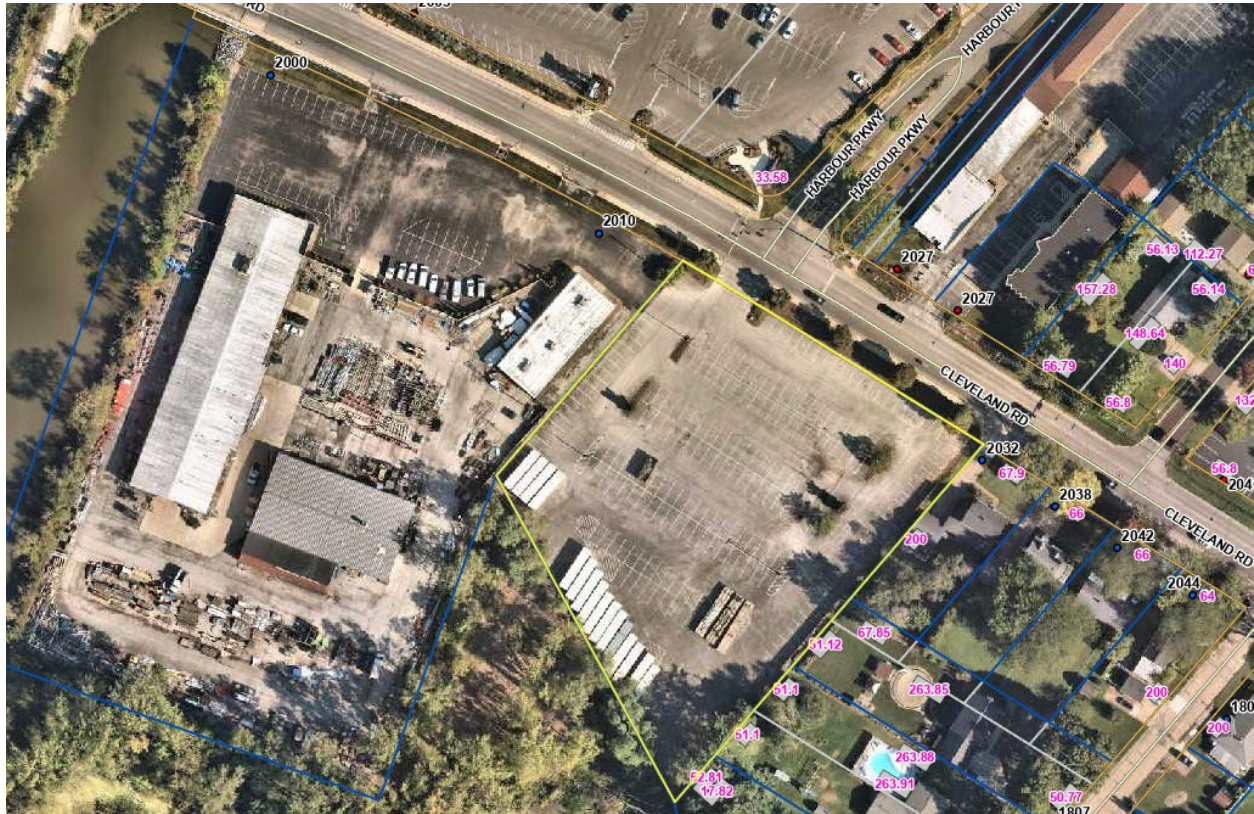
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CEDAR POINT
COMMERCIAL



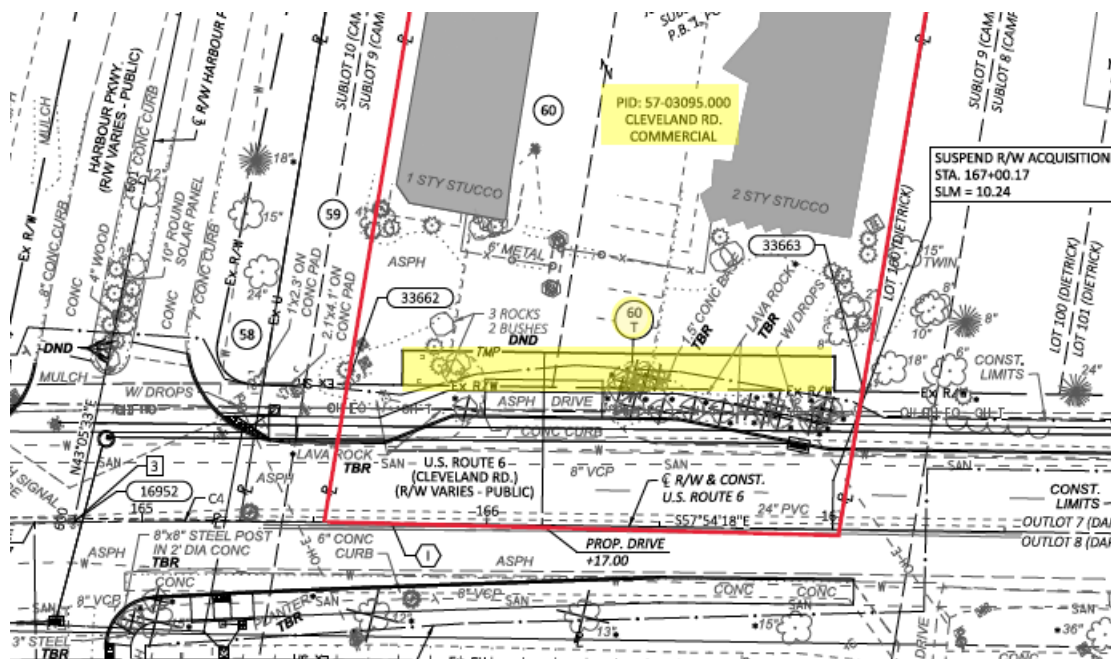
Parcel No. 57-05722.000, 2005 Cleveland Road, Sandusky, OH (Quacker Steak & Lube) 56 T2



Parcel No. 57-05026.000, Cleveland Road, Sandusky, OH (access to overflow parking) 57 T1



Parcel No. 57-03094.000, 2027 Cleveland Road, Sandusky, OH (Employee Housing) 60 T1
Parcel No. 57-03095.000, Cleveland Road, Sandusky, OH

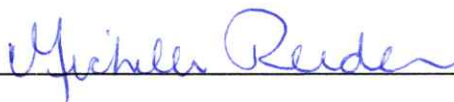


CERTIFICATE OF FUNDS

In the Matter of: Cedar Point Property Acquisition & Easements

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

Account #431-6390-55990, 216-6120-55990

By: 

Michelle Reeder

Finance Director

Dated: 4/16/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITH CEDAR POINT PARK LLC FOR A PORTION OF PARCEL NO. 57-00771.000 LOCATED ON CEDAR POINT DRIVE; APPROVING TEMPORARY EASEMENTS GRANTED TO THE CITY BY CEDAR POINT PARK LLC FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020, and Resolution No. 001-22R, passed on January 10, 2022; and

WHEREAS, the City Commission approved Professional Design Services agreements with Structurepoint, Inc. of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021, and by Ordinance No. 22-067, passed on March 28, 2022, which included right-of-way and acquisition for the project; and

WHEREAS, Cedar Point Park LLC is the owner of property located on Cedar Point Drive, Parcel No. 57-00771.000, and has agreed to sell a portion of the property and grant a temporary easement to the City necessary for the Cleveland Road Safety Improvement Project and will donate the fair market land value of \$25,000.00 for the acquisition and \$6,545.00 for the easement; and

WHEREAS, the City will pay Cedar Point Park LLC compensation for the value of each improvement to be acquired (rocks, shrubs, foundation pads, mulched flower bed, trees, light pole, and parking spaces) in the amount of \$21,080.00 and will initial be paid with Major Infrastructure Street Funds of which 95% will be reimbursed from the Ohio Department of Transportation through the Highway Safety Improvement Program (HSIP); and

WHEREAS, Cedar Point Park LLC is the owner of property located at 2005 Cleveland Road, Parcel No. 57-05722.000, and has granted the City a temporary easement necessary for the Cleveland Road Safety Improvement Project and will donate the land value of \$1,870.00 for the temporary easement; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the documents to be fully executed and recorded in a timely manner and to proceed with plans for the 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 enter into a Contract for Sale and Purchase of Real Property with Cedar Point Park LLC for a portion of Parcel No. 57-00771.000 located on Cedar Point Drive, substantially in the same form as attached to this Ordinance, marked Exhibit "1" and is specifically incorporated if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose at an amount **not to exceed** Twenty-One Thousand Eighty and 00/100 Dollars (\$21,080.00) pursuant to the Contract.

Section 2. This City Commission approves Temporary Easements granted to the City by Cedar Point Park LLC for the purpose of utilizing for the Cleveland Road Safety Improvement Project (PID 114056), substantially in the same form as attached to this Ordinance, marked Exhibit "2" and is specifically incorporated if fully rewritten herein, and any contracts or agreements required by the Ohio Department of Transportation and necessary for the temporary easements granted to the City for the Cleveland Road Safety Improvement Project (PID 114056).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

PARCEL(S): 56-WD, T1, T2
ERI-6-9.07
PID: 114056

This Agreement is by and between the City of Sandusky, Ohio ["Purchaser"] and Cedar Point Park LLC, a Delaware limited liability company ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$21,080.00, which sum shall constitute the entire amount of compensation due Seller for: (a) all improvements; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property. The land for 56-WD, 56-T1 and 56-T2 are being donated by Cedar Point Park LLC, a Delaware limited liability company to the City of Sandusky, Ohio.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with

all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Sandusky, Ohio and Cedar Point Park LLC, a Delaware limited liability company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

CEDAR POINT PARK LLC, A DELAWARE LIMITED
LIABILITY COMPANY



By BRIAN C. WITHEROW

Its VP & CFO

Date 2/29/24

City of Sandusky, Ohio

John Orzech
City Manager

Date: _____

STATE OF OHIO, COUNTY OF Erie ss:

BE IT REMEMBERED, that on the ____ day of _____, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named John Orzech, City Manager and the duly authorized representative of the City of Sandusky, Ohio who acknowledged the foregoing instrument to be the voluntary act and deed of the City of Sandusky, Ohio.

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

NOTARY PUBLIC
My Commission expires: _____

EXHIBIT A

LPA RX 851 WD

JSA
Ver. Date 11/21/2022

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PID 114056

**PARCEL 56-WD
ERI-06-09.07**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
"CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Outlot 26 of Darling's Survey of Outlots East of Sycamore Line as depicted in Plat Book 1, Page 59, and being part of that **7.98 acre tract** described in a deed to **Cedar Point Park LLC**, of record in **Record Number 201410099**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (AKA Cleveland Avenue; R/W width varies), being a parcel on the right side of the centerline of right-of-way for Cedar Point Drive, both as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing for reference at the intersection of the centerline of right-of-way for U.S. Route 6 and the centerline of right-of-way for Cedar Point Drive, (reference a monument box found bearing South 16 degrees 30 minutes 20 seconds West at a distance of 1.24 feet), said point being at U.S. Route 6 centerline of right-of-way station 155+21.83;

Thence along the arc of a non-tangent curve to the right, along the centerline of right-of-way for U.S. Route 6, said curve having a radius of **3,819.77 feet**, a central angle of **01 degree 14 minutes 51 seconds**, and an arc length of **83.17 feet** to a point, said curve being subtended by a long chord having a bearing of **South 73 degrees 02 minutes 24 seconds East** and a length of **83.16 feet**, said point being at U.S. Route 6 centerline of right-of-way station 156+05.00;

EXHIBIT A

LPA RX 851 WD

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Thence **North 17 degrees 35 minutes 01 second East**, a distance of **40.00 feet** to an iron pin set on the existing north right-of-way line for U.S. Route 6, being on the south line of said 7.98 acre tract, and being the easterly corner of that right-of-way parcel described as Parcel 2 in a deed to City of Sandusky, Ohio, of record in Deed Book 299, Page 523, said iron pin being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 156+05.00 and 84.03 feet right of Cedar Point Drive centerline of right-of-way station 400+39.09, and said iron pin being the **TRUE POINT OF BEGINNING** for this description;

Thence along the arc of a non-tangent curve to the right, along the existing east right-of-way line for Cedar Point Drive, along the northeast line of said City of Sandusky right-of-way parcel and along the southwest line of said 7.98 acre tract, said curve having a radius of **45.00 feet**, a central angle of **88 degrees 45 minutes 32 seconds**, and an arc length of **69.71 feet** to an iron pin set at a point of tangency, said curve being subtended by a long chord having a bearing of **North 28 degrees 02 minutes 12 seconds West** and a length of **62.95 feet**, said iron pin being 40.00 feet right of Cedar Point Drive centerline of right-of-way station 400+84.08;

Thence **North 16 degrees 20 minutes 34 seconds East**, along the existing east right-of-way line for Cedar Point Drive, as established by Plat Book 16, Page 25, and along the west line of said 7.98 acre tract, a distance of **113.17 feet** to an iron pin set, said iron pin being 40.00 feet right of Cedar Point Drive centerline of right-of-way station 401+97.26;

Thence through said 7.98 acre tract along the following five (5) described courses:

1. **South 10 degrees 51 minutes 59 seconds West**, a distance of **43.54 feet** to an iron pin set, said iron pin being 44.16 feet right of Cedar Point Drive centerline of right-of-way station 401+53.91;
2. **South 07 degrees 01 minute 09 seconds West**, a distance of **35.00 feet** to an iron pin set, said iron pin being 49.83 feet right of Cedar Point Drive centerline of right-of-way station 401+19.37;
3. **South 03 degrees 35 minutes 27 seconds West**, a distance of **35.00 feet** to an iron pin set, said iron pin being 57.55 feet right of Cedar Point Drive centerline of right-of-way station 400+85.24;
4. **South 00 degrees 06 minutes 08 seconds West**, a distance of **15.00 feet** to an iron pin set, said iron pin being 61.75 feet right of Cedar Point Drive centerline of right-of-way station 400+70.83;

EXHIBIT A

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5. **South 18 degrees 43 minutes 23 seconds East**, a distance of **38.78 feet** to the **TRUE POINT OF BEGINNING** for this description.


The above described right-of-way parcel contains a total area of **0.0388 acres** (0.0091 acres located within present road occupied), all of which is located within Erie County Auditor's parcel number 57-00771.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

Iron pins referenced as set are 5/8 inch diameter by 30 inch long rebar with caps inscribed "ASI PS 8438".

The above described right-of-way parcel was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.


Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



8/30/2023
Date

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



Engineer/Surveyor: Erie County Engineer's
Date: 9-11-2023

EXHIBIT A

LPA RX 887 T

Ver. Date 11/21/2022

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PID 114056

**PARCEL 56-T1
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
COMPLETE GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Outlot 26 of Darling's Survey of Outlots East of Sycamore Line as depicted in Plat Book 1, Page 59, and being part of that **7.98 acre tract** described in a deed to **Cedar Point Park LLC**, of record in **Record Number 201410099**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (AKA Cleveland Avenue; R/W width varies), being a parcel on the right side of the centerline of right-of-way for Cedar Point Drive, both as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing for reference at the intersection of the centerline of right-of-way for U.S. Route 6 and the centerline of right-of-way for Cedar Point Drive, (reference a monument box found bearing South 16 degrees 30 minutes 20 seconds West at a distance of 1.24 feet), said point being at U.S. Route 6 centerline of right-of-way station 155+21.83;

Thence along the arc of a non-tangent curve to the right, along the centerline of right-of-way for U.S. Route 6, said curve having a radius of **3,819.77 feet**, a central angle of **01 degree 14 minutes 51 seconds**, and an arc length of **83.17 feet** to a point, said curve being subtended by a long chord having a bearing of **South 73 degrees 02 minutes 24 seconds East** and a length of **83.16 feet**, said point being at U.S. Route 6 centerline of right-of-way station 156+05.00;

Thence **North 17 degrees 35 minutes 01 second East**, a distance of **40.00 feet** to an iron pin set on the existing north right-of-way line for U.S. Route 6, being on the south line of said 7.98 acre tract, and being the easterly corner of that right-of-way parcel described as Parcel 2 in a deed to City of Sandusky, Ohio, of record in Deed Book 299, Page 523, said iron pin being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 156+05.00 and 84.03 feet right of Cedar Point Drive centerline of right-of-way station 400+39.09;

EXHIBIT A

LPA RX 887 T

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Thence through said 7.98 acre tract and along a proposed right-of-way take along the following six (6) described courses:

1. **North 18 degrees 43 minutes 23 seconds West**, a distance of **23.82 feet** to the **TRUE POINT OF BEGINNING** for this description, said point being 59.22 feet left of U.S. Route 6 centerline of right-of-way station 155+91.11 and 70.34 feet right of Cedar Point Drive centerline of right-of-way station 400+58.59;
2. **North 18 degrees 43 minutes 23 seconds West**, a distance of **14.96 feet** to an iron pin set, said iron pin being 61.75 feet right of Cedar Point Drive centerline of right-of-way station 400+70.83;
3. **North 00 degrees 06 minutes 08 seconds East**, a distance of **15.00 feet** to an iron pin set, said iron pin being 57.55 feet left of Cedar Point Drive centerline of right-of-way station 400+85.24;
4. **North 03 degrees 35 minutes 27 seconds East**, a distance of **35.00 feet** to an iron pin set, said iron pin being 49.83 feet right of Cedar Point Drive centerline of right-of-way station 401+19.37;
5. **North 07 degrees 01 minute 09 seconds East**, a distance of **35.00 feet** to an iron pin set, said iron pin being 44.16 feet right of Cedar Point Drive centerline of right-of-way station 401+53.91;
6. **North 10 degrees 51 minutes 59 seconds East**, a distance of **43.54 feet** to an iron pin set on the existing east right-of-way line for Cedar Point Drive, as established by Plat Book 16, Page 25, being on the west line of said 7.98 acre tract, said iron pin being 40.00 feet right of Cedar Point Drive centerline of right-of-way station 401+97.26;

Thence **North 16 degrees 20 minutes 34 seconds East**, along the existing east right-of-way line for said Cedar Point Drive and along the west line of said 7.98 acre tract, a distance of **85.28 feet** to a point, said point being 40.00 feet right of Cedar Point Drive centerline of right-of-way station 402+82.53;

Thence through said 7.98 acre tract along the following seven (7) described courses:

1. **South 73 degrees 39 minutes 26 seconds East**, a distance of **5.00 feet** to a point, said point being 45.00 feet right of Cedar Point Drive centerline of right-of-way station 402+82.53;
2. **South 16 degrees 20 minutes 34 seconds West**, a distance of **101.47 feet** to a point, said point being 45.00 feet right of Cedar Point Drive centerline of right-of-way station 401+81.07;

EXHIBIT A

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3. **South 05 degrees 43 minutes 19 seconds West**, a distance of **23.05 feet** to a point, said point being 49.25 feet right of Cedar Point Drive centerline of right-of-way station 401+58.41;
4. **South 23 degrees 39 minutes 29 seconds East**, a distance of **23.21 feet** to a point, said point being 64.17 feet right of Cedar Point Drive centerline of right-of-way station 401+40.63;
5. **South 00 degrees 08 minutes 35 seconds East**, a distance of **37.34 feet** to a point, said point being 74.76 feet right of Cedar Point Drive centerline of right-of-way station 401+04.83;
6. **South 07 degrees 38 minutes 21 seconds West**, a distance of **48.44 feet** to a point on the north line of that 0.028 acre right-of-way easement described as Parcel 19 in a deed to County of Erie, of record in Deed Book 152, Page 368, said point being 82.09 feet right of Cedar Point Drive centerline of right-of-way station 400+56.95 and 57.81 feet left of U.S. Route 6 centerline of right-of-way station 156+02.71;
7. **North 65 degrees 40 minutes 53 seconds West**, a distance of **11.87 feet** to the **TRUE POINT OF BEGINNING** for this description.

The above described temporary easement contains a total area of **0.0551 acres**, all of which is located within Erie County Auditor's parcel number 57-00771.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.


Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



8/30/2022
Date

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


Engineer/Surveyor: Erie County Engineer's

Date: 9-11-2023

EXHIBIT A

LPA RX 887 T

Ver. *gsc* Date 11/21/2022

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PID 114056

**PARCEL 56-T2
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A SIDEWALK AND COMPLETE GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being part of that **original 17.5926 acre tract** described in a deed to **Cedar Point Park LLC**, of record in **Record Number 201410099**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (Cleveland Road, R/W width varies), as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

BEGINNING at a point on the existing north right-of-way line for U.S. Route 6, said point at a southwest corner, being on the north line of that 0.064 acre right-of-way easement described as Parcel 22 in a deed to County of Erie, of record in Deed Book 152, Page 373, said point being 40.00 feet left of U.S Route 6 centerline of right-of-way station 160+23.35;

Thence **North 23 degrees 51 minutes 32 seconds East**, along the existing north right-of-way line for said U.S. Route 6 and along a north line of said 0.064 acre right-of-way easement, through said original 17.5926 acre tract, a distance of **6.06 feet** to a point, said point being 46.06 feet left of U.S. Route 6 centerline of right-of-way station 160+23.35;

Thence **South 64 degrees 47 minutes 55 seconds East**, continuing through said original 17.5926 acre tract, a distance of **181.16 feet** to a point, said point being 46.06 feet left of U.S. Route 6 centerline of right-of-way station 162+02.36;

Thence **South 26 degrees 28 minutes 12 seconds West**, continuing through said original 17.5926 acre tract, a distance of **6.06 feet** to a point on the existing north right-of-way line for said U.S. Route 6, being on the north line of said 0.064 acre right-of-way easement, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 162+02.37;

EXHIBIT A

LPA RX 887 T

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Thence along the arc of a non-tangent curve to the left, along the existing north right-of-way line for said U.S. Route 6 and along the north line of said 0.064 acre right-of-way easement, said curve having a radius of **3,859.77 feet**, a central angle of **02 degrees 41 minutes 07 seconds**, and an arc length of **180.90 feet** to the **POINT OF BEGINNING** for this description, said curve being subtended by a long chord having a bearing of **North 64 degrees 47 minutes 54 seconds West** and a length of **180.88 feet**.

The above described temporary easement contains a total area of **0.0222 acres**, all of which is located within Erie County Auditor's parcel number 57-05722.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.



Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



8/30/2023
Date

LPA RE 807-D
Rev. 10/2017

TED
LPA

TEMPORARY EASEMENT

Cedar Point Park LLC, a Delaware limited liability company, the Grantor(s), as a GIFT/DONATION, does grant to the City of Sandusky, Ohio, the Grantee, the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 56-T1, T2

ERI-6-9.07

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-00771.000

Prior Instrument Reference: Instrument No. 201410099, Erie County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF, Cedar Point Park, LLC, a Delaware Limited Liability Company has caused its name to be subscribed by Brian C. Witherow, its duly authorized EVP & CFO, and its duly authorized agent on the 13th day of March, 2024.

Cedar Point Park, LLC, a Delaware
Limited Liability Company

Brian C. Witherow
By BRIAN C. WITHEROW
ITS EVP & CFO

STATE OF Ohio, COUNTY OF Erie SS:

BE IT REMEMBERED, that on the 13th day of March, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Brian C. Witherow, who acknowledged being the EVP & CFO and duly authorized agent of Cedar Point Park, LLC, a Delaware Limited Liability Company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Brian C. Witherow with regard to the notarial act.

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



Melissa L. Johnson
Notary Public, State of Ohio
My Commission Expires:
January 21, 2028

Melissa L. Johnson

NOTARY PUBLIC
My Commission expires: 1.21.2028

John Orzech, City Manager
City of Sandusky

Date

Instrument prepared by ORC Associates LLC for the City of Sandusky on a form approved by the Ohio Attorney General's Office.

EXHIBIT A

LPA RX 887 T

Ver. Date 11/21/2022

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PID 114056

**PARCEL 56-T1
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
COMPLETE GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Outlot 26 of Darling's Survey of Outlots East of Sycamore Line as depicted in Plat Book 1, Page 59, and being part of that **7.98 acre tract** described in a deed to **Cedar Point Park LLC**, of record in **Record Number 201410099**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (AKA Cleveland Avenue; R/W width varies), being a parcel on the right side of the centerline of right-of-way for Cedar Point Drive, both as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing for reference at the intersection of the centerline of right-of-way for U.S. Route 6 and the centerline of right-of-way for Cedar Point Drive, (reference a monument box found bearing South 16 degrees 30 minutes 20 seconds West at a distance of 1.24 feet), said point being at U.S. Route 6 centerline of right-of-way station 155+21.83;

Thence along the arc of a non-tangent curve to the right, along the centerline of right-of-way for U.S. Route 6, said curve having a radius of **3,819.77 feet**, a central angle of **01 degree 14 minutes 51 seconds**, and an arc length of **83.17 feet** to a point, said curve being subtended by a long chord having a bearing of **South 73 degrees 02 minutes 24 seconds East** and a length of **83.16 feet**, said point being at U.S. Route 6 centerline of right-of-way station 156+05.00;

Thence **North 17 degrees 35 minutes 01 second East**, a distance of **40.00 feet** to an iron pin set on the existing north right-of-way line for U.S. Route 6, being on the south line of said 7.98 acre tract, and being the easterly corner of that right-of-way parcel described as Parcel 2 in a deed to City of Sandusky, Ohio, of record in Deed Book 299, Page 523, said iron pin being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 156+05.00 and 84.03 feet right of Cedar Point Drive centerline of right-of-way station 400+39.09;

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Thence through said 7.98 acre tract and along a proposed right-of-way take along the following six (6) described courses:

1. **North 18 degrees 43 minutes 23 seconds West**, a distance of **23.82 feet** to the **TRUE POINT OF BEGINNING** for this description, said point being 59.22 feet left of U.S. Route 6 centerline of right-of-way station 155+91.11 and 70.34 feet right of Cedar Point Drive centerline of right-of-way station 400+58.59;
2. **North 18 degrees 43 minutes 23 seconds West**, a distance of **14.96 feet** to an iron pin set, said iron pin being 61.75 feet right of Cedar Point Drive centerline of right-of-way station 400+70.83;
3. **North 00 degrees 06 minutes 08 seconds East**, a distance of **15.00 feet** to an iron pin set, said iron pin being 57.55 feet left of Cedar Point Drive centerline of right-of-way station 400+85.24;
4. **North 03 degrees 35 minutes 27 seconds East**, a distance of **35.00 feet** to an iron pin set, said iron pin being 49.83 feet right of Cedar Point Drive centerline of right-of-way station 401+19.37;
5. **North 07 degrees 01 minute 09 seconds East**, a distance of **35.00 feet** to an iron pin set, said iron pin being 44.16 feet right of Cedar Point Drive centerline of right-of-way station 401+53.91;
6. **North 10 degrees 51 minutes 59 seconds East**, a distance of **43.54 feet** to an iron pin set on the existing east right-of-way line for Cedar Point Drive, as established by Plat Book 16, Page 25, being on the west line of said 7.98 acre tract, said iron pin being 40.00 feet right of Cedar Point Drive centerline of right-of-way station 401+97.26;

Thence **North 16 degrees 20 minutes 34 seconds East**, along the existing east right-of-way line for said Cedar Point Drive and along the west line of said 7.98 acre tract, a distance of **85.28 feet** to a point, said point being 40.00 feet right of Cedar Point Drive centerline of right-of-way station 402+82.53;

Thence through said 7.98 acre tract along the following seven (7) described courses:

1. **South 73 degrees 39 minutes 26 seconds East**, a distance of **5.00 feet** to a point, said point being 45.00 feet right of Cedar Point Drive centerline of right-of-way station 402+82.53;
2. **South 16 degrees 20 minutes 34 seconds West**, a distance of **101.47 feet** to a point, said point being 45.00 feet right of Cedar Point Drive centerline of right-of-way station 401+81.07;

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3. **South 05 degrees 43 minutes 19 seconds West**, a distance of **23.05 feet** to a point, said point being 49.25 feet right of Cedar Point Drive centerline of right-of-way station 401+58.41;
4. **South 23 degrees 39 minutes 29 seconds East**, a distance of **23.21 feet** to a point, said point being 64.17 feet right of Cedar Point Drive centerline of right-of-way station 401+40.63;
5. **South 00 degrees 08 minutes 35 seconds East**, a distance of **37.34 feet** to a point, said point being 74.76 feet right of Cedar Point Drive centerline of right-of-way station 401+04.83;
6. **South 07 degrees 38 minutes 21 seconds West**, a distance of **48.44 feet** to a point on the north line of that 0.028 acre right-of-way easement described as Parcel 19 in a deed to County of Erie, of record in Deed Book 152, Page 368, said point being 82.09 feet right of Cedar Point Drive centerline of right-of-way station 400+56.95 and 57.81 feet left of U.S. Route 6 centerline of right-of-way station 156+02.71;
7. **North 65 degrees 40 minutes 53 seconds West**, a distance of **11.87 feet** to the **TRUE POINT OF BEGINNING** for this description.

The above described temporary easement contains a total area of **0.0551 acres**, all of which is located within Erie County Auditor's parcel number 57-00771.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.


Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



8/30/2022
Date

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



Engineer/Surveyor: Erie County Engineer's
Date: 9-11-2023

EXHIBIT A

LPA RX 887 T

Ver. Date 11/21/2022

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PID 114056

**PARCEL 56-T2
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A SIDEWALK AND COMPLETE GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being part of that **original 17.5926 acre tract** described in a deed to **Cedar Point Park LLC**, of record in **Record Number 201410099**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (Cleveland Road, R/W width varies), as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

BEGINNING at a point on the existing north right-of-way line for U.S. Route 6, said point at a southwest corner, being on the north line of that 0.064 acre right-of-way easement described as Parcel 22 in a deed to County of Erie, of record in Deed Book 152, Page 373, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 160+23.35;

Thence **North 23 degrees 51 minutes 32 seconds East**, along the existing north right-of-way line for said U.S. Route 6 and along a north line of said 0.064 acre right-of-way easement, through said original 17.5926 acre tract, a distance of **6.06 feet** to a point, said point being 46.06 feet left of U.S. Route 6 centerline of right-of-way station 160+23.35;

Thence **South 64 degrees 47 minutes 55 seconds East**, continuing through said original 17.5926 acre tract, a distance of **181.16 feet** to a point, said point being 46.06 feet left of U.S. Route 6 centerline of right-of-way station 162+02.36;

Thence **South 26 degrees 28 minutes 12 seconds West**, continuing through said original 17.5926 acre tract, a distance of **6.06 feet** to a point on the existing north right-of-way line for said U.S. Route 6, being on the north line of said 0.064 acre right-of-way easement, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 162+02.37;

EXHIBIT A

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Thence along the arc of a non-tangent curve to the left, along the existing north right-of-way line for said U.S. Route 6 and along the north line of said 0.064 acre right-of-way easement, said curve having a radius of **3,859.77 feet**, a central angle of **02 degrees 41 minutes 07 seconds**, and an arc length of **180.90 feet** to the **POINT OF BEGINNING** for this description, said curve being subtended by a long chord having a bearing of **North 64 degrees 47 minutes 54 seconds West** and a length of **180.88 feet**.

The above described temporary easement contains a total area of **0.0222 acres**, all of which is located within Erie County Auditor's parcel number 57-05722.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.



Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



8/30/2023
Date

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



Engineer/Surveyor: Erie County Engineer's

Date: 9-11-2023

ORDINANCE NO. _____

AN ORDINANCE APPROVING A TEMPORARY EASEMENT GRANTED TO THE CITY BY CEDAR POINT PARK LLC FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020, and Resolution No. 001-22R, passed on January 10, 2022; and

WHEREAS, the City Commission approved Professional Design Services agreements with Structurepoint, Inc. of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021, and by Ordinance No. 22-067, passed on March 28, 2022, which included right-of-way and acquisition for the project; and

WHEREAS, Cedar Point Park LLC is the owner of property located on Cleveland Road, Parcel No. 57-05026.000, and has granted the City a temporary easement necessary for the Cleveland Road Safety Improvement Project; and

WHEREAS, the fair market land value of the temporary easement is \$910.00 and is being donated to the City by Cedar Point Park LLC; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the documents to be fully executed and recorded in a timely manner and to proceed with plans for the 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. This City Commission approves a Temporary Easement granted to the City by Cedar Point Park LLC for the purpose of utilizing for the Cleveland Road Safety Improvement Project (PID 114056), substantially in the same form as

attached to this Ordinance, marked Exhibit “1” and is specifically incorporated if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City’s public purpose.

Section 2. The City Manager is hereby authorized and directed to execute any contracts or agreements required by the Ohio Department of Transportation and necessary for the temporary easement granted to the City for the Cleveland Road Safety Improvement Project (PID 114056).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024

LPA RE 807-D
Rev. 10/2017

TED
LPA

TEMPORARY EASEMENT

Cedar Point Park LLC, a Delaware limited liability company, the Grantor(s), as a GIFT/DONATION, does grant to the City of Sandusky, Ohio, the Grantee, the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 57-T

ERI-6-9.07

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-05026.000

Prior Instrument Reference: Instrument No. 201410099, Erie County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF, Cedar Point Park LLC, a Delaware Limited Liability Company has caused its name to be subscribed by Brian C. Witherow, its duly authorized EVP & CFO, and its duly authorized agent on the 29th day of February, 2024.

Cedar Point Park LLC, a Delaware
Limited Liability Company

By Brian C. Witherow
ITS EVP & CFO

STATE OF Ohio, COUNTY OF Elie SS:

BE IT REMEMBERED, that on the 29th day of February, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Brian C. Witherow, who acknowledged being the EVP & CFO and duly authorized agent of Cedar Point Park LLC, a Delaware Limited Liability Company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Brian C. Witherow with regard to the notarial act.

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



Melissa L. Johnson
Notary Public, State of Ohio
My Commission Expires:
January 21, 2028

Melissa L. Johnson

NOTARY PUBLIC
My Commission expires: 1.21.2028

John Orzech, City Manager
City of Sandusky

Date

Instrument prepared by ORC Associates LLC for the City of Sandusky on a form approved by the Ohio Attorney General's Office.

EXHIBIT A

LPA RX 887 T

gsc
Ver. Date 11/21/2022

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PID 114056

**PARCEL 57-T
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A DRIVEWAY AND COMPLETE GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Lot 10 of John E. Camps' Subdivision of Lot No. 7 West of Railroad and 19 Acres east part of Lot No. 8 of Darling's Survey of Outlots East of Sycamore Line, as recorded in Plat Book 1, Page 16, and being part of that parcel described at Tract 3, Parcel No. 3 in a deed to **Cedar Point Park LLC**, of record in **Record Number 201410099**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the right side of the centerline of right-of-way for U.S. Route 6 (Cleveland Road, R/W width varies), as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing for reference at a point on the existing south right-of-way line for U.S. Route 6, being the northeast corner of said Cedar Point tract, being on the west line of that tract of land described in a deed to Steven M. Eaton and Denise Eaton, of record in Record Number 201107530, said point being 40.00 feet right of U.S. Route 6 centerline of right-of-way station 167+17.45;

Thence **North 57 degrees 54 minutes 18 seconds West**, along the existing south right-of-way line for said U.S. Route 6 and along the north line of said Cedar Point tract, a distance of **145.01 feet** to a point of curvature, said point being 40.00 feet right of U.S. Route 6 centerline of right-of-way station 165+72.44;

Thence along the arc of a curve to the left, continuing along the existing south right-of-way line for said U.S. Route 6 and continuing along the north line of said Cedar Point tract, said curve having a radius of **3,779.77 feet**, a central angle of **01 degree 02 minutes 36 seconds**, and an arc length of **68.83 feet** to the **TRUE POINT OF BEGINNING** for this description, said point being 40.00 feet right of U.S. Route 6 centerline of right-of-way station 165+02.89, said curve being subtended by a long chord having a bearing of **North 58 degrees 25 minutes 35 seconds West** and a length of **68.82 feet**;

EXHIBIT A

LPA RX 887 T

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Thence through said Cedar Point tract along the following three (3) described courses:

1. **South 30 degrees 32 minutes 56 seconds West**, a distance of **13.52 feet** to a point, said point being 53.52 feet right of U.S. Route 6 centerline of right-of-way station 165+03.01;
2. **North 59 degrees 27 minutes 04 seconds West**, a distance of **66.35 feet** to a point, said point being 53.52 feet right of U.S. Route 6 centerline of right-of-way station 164+35.71;
3. **North 30 degrees 32 minutes 56 seconds East**, a distance of **13.52 feet** to a point on the existing south right-of-way line for said U.S. Route 6, being on the north line of said Cedar Point tract, said point being 40.00 feet right of U.S. Route 6 centerline of construction station 164+35.83;

Thence along the arc of a non-tangent curve to the right, along the existing south right-of-way line for said U.S. Route 6 and along the north line of said Cedar Point tract, said curve having a radius of **3,779.77 feet** a central angle of **01 degree 00 minutes 21 seconds**, and an arc length of **66.35 feet** to the **TRUE POINT OF BEGINNING** for this description, said curve being subtended by a long chord having a bearing of **South 59 degrees 27 minutes 04 seconds East** and a length of **66.35 feet**.

The above described temporary easement contains a total area of **0.0207 acres**, all of which is located within Erie County Auditor's parcel number 57-05026.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.



Brian P. Bingham, PS

Registered Professional Surveyor No. 8438



8/30/2023
Date

ORDINANCE NO. _____

AN ORDINANCE APPROVING A TEMPORARY EASEMENT GRANTED TO THE CITY BY CEDAR POINT PARK LLC FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A BILL OF SALE FOR THE COMPENSATION OF STRUCTURES / IMPROVEMENTS WITHIN THE TEMPORARY EASEMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020, and Resolution No. 001-22R, passed on January 10, 2022; and

WHEREAS, the City Commission approved Professional Design Services agreements with Structurepoint, Inc. of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021, and by Ordinance No. 22-067, passed on March 28, 2022, which included right-of-way and acquisition for the project; and

WHEREAS, Cedar Point Park LLC is the owner of property located on Cleveland Road, Parcel Nos. 57-03094.000 and 57-03095.000, and has granted the City a temporary easement necessary for the Cleveland Road Safety Improvement Project; and

WHEREAS, the fair market value of the temporary easement, including land and structure/improvements (light pole and fixtures, rock, scrubs, and ground cover), is \$3,125.00 of which \$2,000.00 will initially be paid with Major Infrastructure Street Funds with 95% to be reimbursed from the Ohio Department of Transportation through the Highway Safety Improvement Program (HSIP) for compensation for the structures/improvements within the temporary easement and the remaining balance of \$1,125.00 for the land value is being donated to the City by Cedar Point Park LLC; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the documents to be fully executed and recorded in a timely manner and to proceed with plans for the 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. This City Commission approves a Temporary Easement granted to the City by Cedar Point Park LLC for the purpose of utilizing for the Cleveland Road Safety Improvement Project (PID 114056), substantially in the same form as attached to this Ordinance, marked Exhibit "1" and is specifically incorporated if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose.

Section 2. The City Manager is hereby authorized and directed to execute a Bill of Sale for the compensation for structures / improvements within the temporary easement, substantially in the same form as attached to this Ordinance, marked Exhibit "2" and is specifically incorporated if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose, and any contracts or agreements required by the Ohio Department of Transportation and necessary for the temporary easement granted to the City for the Cleveland Road Safety Improvement Project (PID 114056).

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

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

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

authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024

LPA RE 807-D
Rev. 10/2017

TED
LPA

TEMPORARY EASEMENT

Cedar Point Park LLC, a Delaware limited liability company, the Grantor(s), as a GIFT/DONATION, does grant to the City of Sandusky, Ohio, the Grantee, the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 60-T

ERI-6-9.07

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-03094.000 and 57-03095.000

Prior Instrument Reference: Instrument No. 201900703, Erie County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Cedar Point Park LLC, a Delaware limited liability company has caused its name to be subscribed by Brian C. Witherow, its duly authorized EVP & CFO, and its duly authorized agent on the 29th day of February, 2024.

CEDAR POINT PARK LLC, A DELAWARE
LIMITED LIABILITY COMPANY



By: BRIAN C. WITHEROW

STATE OF Ohio COUNTY OF Erie SS:

BE IT REMEMBERED, that on the 29th day of February, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Brian C. Witherow, who acknowledged being the EVP & CFO and duly authorized agent of Cedar Point Park LLC, A Delaware Limited Liability Company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Brian C. Witherow with regard to the notarial act.

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



Melissa L. Johnson
Notary Public, State of Ohio
My Commission Expires:
January 21, 2028

John Orzech, City Manager
City of Sandusky



NOTARY PUBLIC
My Commission expires: 1.21.2028

Date

Instrument prepared by ORC Associates LLC for the City of Sandusky on a form approved by the Ohio Attorney General's Office.

EXHIBIT A

LPA RX 887 T

gsc
Ver. Date 09/21/2023

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Rev. 07/09

PID 114056

**PARCEL 60-T
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A WALK AND COMPLETE GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Lot 9 of John E. Camps' Subdivision of Lot No. 7 West of Railroad and 19 Acres east part of Lot No. 8 of Darling's Survey of Outlots East of Sycamore Line, as recorded in Plat Book 1, Page 16, and being part of that 2.742 acre tract described in a deed to **Cedar Point Park LLC**, of record in **Record Number 201900703**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (Cleveland Road, R/W width varies), as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing for reference at a point on the existing north right-of-way line for U.S. Route 6, being the northwest corner of that 0.144 acre right-of-way easement described as Parcel 25 in a deed to County of Erie, of record in Deed Book 152, Page 362, being the southwest corner of said 2.742 acre tract, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 165+59.11;

Thence along the arc of a non-tangent curve to the right, along the existing north right-of-way line for said U.S. Route 6, along the north line of said 0.144 acre right-of-way easement and along the south line of said 2.742 acre tract, said curve having a radius of **3,859.47 feet**, a central angle of **00 degrees 12 minutes 00 seconds**, and an arc length of **13.47 feet** to a point of tangency, said curve being subtended by a long chord having a bearing of **South 58 degrees 00 minutes 17 seconds East** and a length of **13.47 feet**, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 165+75.00;

Thence **South 57 degrees 54 minutes 18 seconds East**, continuing along the existing north right-of-way line for said U.S. Route 6, continuing along the north line of said 0.144 acre right-of-way easement and continuing along the south line of said 2.742 acre tract, a distance of **2.56 feet** to the **TRUE POINT OF BEGINNING** for this description, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 165+75.00;

EXHIBIT A

LPA RX 887 T

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Rev. 07/09

Thence through said 2.742 acre tract along the following three (3) described courses:

1. **North 32 degrees 05 minutes 42 seconds East**, a distance of **10.00 feet** to a point, said point being 50.00 feet left of U.S. Route 6 centerline of right-of-way station 165+75.00;
2. **South 57 degrees 54 minutes 18 seconds East**, a distance of **125.07 feet** to a point, said point being 50.00 feet left of U.S. Route 6 centerline of right-of-way station 167+00.07;
3. **South 31 degrees 30 minutes 01 second West**, a distance of **10.00 feet** to a point on the existing north right-of-way line for said U.S. Route 6, being on the north line of said 0.144 acre right-of-way easement, and being on the south line of said 2.742 acre tract, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 167+00.17;

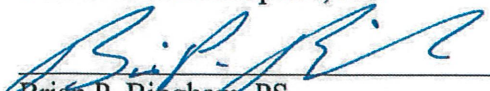
Thence **North 57 degrees 54 minutes 18 seconds West**, along the existing north right-of-way line for said U.S. Route 6, along the north line of said 0.144 acre right-of-way easement and along the south line of said 2.742 acre tract, a distance of **125.17 feet** to the **TRUE POINT OF BEGINNING** for this description.

The above described temporary easement contains a total area of **0.0287 acres**, of which 0.0102 acres is located within Erie County Auditor's parcel number 57-03094.000 and 0.0185 acres is located within Erie County Auditor's parcel number 57-03095.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.


Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



9/21/2023
Date

BILL OF SALE
Structures and/or
Miscellaneous Improvements

This Contract made and entered into this 15TH day of March, 2024 by Cedar Point Park LLC, a Delaware limited liability company hereinafter called Owner and the City of Sandusky, Ohio, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 60-T, following described structure(s)/improvement(s) which, for the purpose of this Agreement, shall be considered to be real property, the same as if attached to the land:

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH	
20' Light Pole	\$900.00
Double Light Fixture	\$750.00
Rock	\$50.00
Shrubs & ground cover	\$300.00
TOTAL	\$2,000.00

It is mutually agreed and understood between the Owner and the LPA as follows:

1. The sum \$2,000.00 is the entire amount of money to be paid to Owner for the improvement(s). Land is being donated by Owner.
2. The Owner is to remain in possession of the structure(s)/improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s)/improvement(s) so long as he/she has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner shall remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment, and shall protect and preserve the same as they now exist and shall deliver peaceful unoccupied possession thereof to the LPA, it's employees or assigns at the closing or as directed by the LPA Projects Manager.
4. It is agreed that the following fixtures and/or equipment:
20' Light Pole, Double Light Fixture or other items that are normally considered a part of and add to the value of the structure(s), shall be delivered, by the owner, intact.
5. The Owner shall assign all rights of access to the structure(s)/improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to

C/R/S	<u>ERI-6-9.07</u>
PARCEL	<u>60-T</u>
PID NO	<u>114056</u>

remove the structure(s)/improvement(s) in accordance with the plans on file and/or the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

IN WITNESS WHEREOF Brian C. Witherow hereto set his/her hand on the 29
day of February, 2024 on behalf of the Cedar Point Park LLC, a Delaware limited
liability company.

Cedar Point Park LLC, a Delaware limited liability company



By/Title: BRIAN C. WITHEROW / EVP & CFO

Date: 2/29/24

City of Sandusky, Ohio

By/Title: John Orzech, City Manager

Date: _____



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Megan Stookey, Project Manager

Date: April 10, 2024

Subject: Commission Agenda Item – Roof Replacement and Masonry Façade Restoration to the Clarifier Building at Big Island Water Works (BIWW) located at 2425 First Street

ITEM FOR CONSIDERATION: Requesting legislation authorizing the expenditure of funds for the roof replacement and masonry façade restoration to the Clarifier Building at the Big Island Water Works facility through a joint purchasing program U.S. Communities (AKA OMNIA Partners) Government Purchasing Alliance, member number 2417304 and using Garland/DBS Inc. Master Intergovernmental Cooperative Purchasing Agreement (MICPA) # PW1925.

BACKGROUND INFORMATION: The Clarifier Building between the two clarifier domes at the water plant is in need of attention, as during a recent Ohio Environmental Protection Agency (OEPA) inspection, deficiencies were noted with the exterior of the building envelope. Staff worked quickly to complete a full inspection of the building envelope, finding that the roof was well beyond its useful life as holes could be seen and rubber material was no longer attached to the edge keeping the outer elements from entering the structure. Furthermore, it was discovered there is a need for masonry repairs and tuck pointing, as there are several locations with separating bricks, missing mortar, and separation from window and door sills. In addition, there are fiberglass panels adhered to the front and back of the building that are in need of cleaning, painting and sealant.

This project will remove the existing failing gravel roof, clean and prime the decking, install new roofing material, new flashing and drain inserts at each drain, and make repairs to the existing roof hatch. As for the masonry, they will clean and tuck-point areas of eroding and failing mortar in the brick façade of the building. Caulk will be replaced in areas where it has weathered and degraded over time and become inflexible, which has torn and separated, allowing water to intrude into the inner walls, causing damage to the building. Lastly, wall coatings will be applied to the cement block to make the façade waterproof again. This contract includes all items and labor items listed on the attached proposal 25-OH-240360.

U.S. Communities (AKA OMNIA Partners) Government Purchasing Alliance is a free government purchasing cooperative with the purchasing power of up to 90,000 public agencies. U.S. Communities offers materials, vehicles, supplies and services. U.S. Communities has been providing government and school procurement resources since 1996 and U.S. Communities is endorsed by both the County Commissioners Association of Ohio and the Ohio Association of School Business Officials. In this instance of using the joint purchasing platform, material and labor will be supplied by the Garland Company of Cleveland, OH through a contract with Worner Roofing Company, Inc. for the roof and Trisco Systems, Inc. for the masonry work.

BUDGETARY INFORMATION: Total cost for this repair work is \$153,151.00, which includes materials, delivery, installation, warranties and a contingency, and will be paid from Capital Projects funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared authorizing the expenditure of funds for the roof replacement and masonry façade restoration to the Clarifier Building at the Big Island Water Works facility through a joint purchasing program U.S. Communities (AKA OMNIA Partners) Government Purchasing Alliance, member number 2417304 and using Garland/DBS Inc. Master Intergovernmental Cooperative Purchasing Agreement (MICPA) # PW1925 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to immediately proceed with the work and complete as soon as possible in order to comply with the OEPA notice.

I concur with this recommendation:

John Orzech
City Manager

cc: Cathy Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Sandusky Public Works
Containment Building - Roof Replacement & Masonry Repairs / Restoration
2425 First St.
Sandusky, OH 44870

Date Submitted: 03/20/2024

Proposal #: 25-OH-240360

MICPA # PW1925

OH General Contractor #: Not Required

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Roof Replacement

1. Remove the existing gravel off the roof.
 - a. The rock can be left on site. That spot is TBD at the moment.
2. Tear off the existing roof system down to the concrete decking.
3. Clean and prime the concrete decking with GarlaPrime.
4. Install HPR Torch base sheet to the concrete deck.
5. Install layers 1/8" / 12 tapered polyisocyanurate insulation in high rise foam adhesive.
 - a. Install saddles between the drains.
 - b. Meet a minimum of an R-30.
6. Install a 1/2" DensDeck Prime recovery board in in high rise foam.
 - a. Deck Grabber is the insulation adhesive to be used.
7. Install new drain inserts at each drain inserts.
8. All drains are to be sumped.
9. The roof hatch will need to be raised.
10. Install one layer of HPR Torch Base Sheet.
11. Install new layer of Stress Ply IV Mineral Cap Sheet.
12. Flashing membrane consists of a two ply base and cap sheet.
 - a. All seams to be three coursed with mastic and mesh.
13. Install a surface mount under the stone coping cap and over the termination bar at the top of the new wall flashing membrane.
14. Apply one pass of GarlaBrite over all of the mineral cap sheet.

Base Bid: Tear Off and Roof Replacement

Worner Roofing Company, Inc.	\$ 69,891.00
CRM Roofing	\$ 83,849.43
Tecta - JB Roofing	\$ 103,991.29

Scope of Work: Base Bid - Masonry - Containment Building

1. Large split / gap in the concrete where identified to have backer rod filled pushed into the crack. Two-part epoxy vertical sealant to be used to fill the large crack.
2. Area marked that will need split face block reset / reinstalled back into place. Block to match as close as possible. Below the block this will need a new foundation set before reinstalling.
 - a. This section of wall area will need to be entirely rebuilt.
3. Area identified that has deteriorated block at the bottom of the wall. To be removed and replaced with new. New block will match as close as possible.
4. All existing sealant to be removed and replaced with new. Control joints or open joints to be filled with backer rod if needed followed with new sealants. Including where the circular tank meets the split face.
5. Sealant to be Garland's Tuff Stuff MS – one part polyurethane.
6. Bed joints to have new sealants installed.
 - a. Sealant at bed joints to be Garland's Green Lock 100% polyether sealant.
7. Tuck pointing of cracks or joints larger than 5/32.
 - a. Type N mortar mix to be used. Color to match as close as possible.
8. One man door on the rear of the building (north end). Replace the steel header above the man door.
9. Stone coping cap joints to be removed and replaced with sealant.
10. Pressure wash the building. Utilize a cleaning agent to clean remove the dirt and staining.
11. Apply one pass saturating the block surface with Garland's Water Repellent – solvent based water repellent.

Scope of Work: Add Alternate #1 - Masonry - Middle Building

1. Fiberglass panels on the front and back of the building.
2. Lightly clean the panels with cleaner and a light wash.
3. Prime the metal framing and fiber glass panels with Insl-X Stix primer.
 - A. One Coat only.
4. Top Coat with Garland's Rust Go Top coat.
 - B. Two coats.

Scope of Work: Add Alternate #2 - Masonry - Main Building Corner Repairs

1. Remove approximately 20 broken rock faced limestone on this corner (both sides).
 - A. Reinstall new to match.
2. Remove and replace failed, broken, or cracked out mortar joints. Grind all vertical cracking.
3. Clean the joints, install Garland's Tuff Stuff MS then sand to match the existing mortar color.

Base Bid: Masonry Containment Building Repairs & Restoration

Trisco Systems, Inc.	\$ 57,288.00
Great Lakes Concrete Restoration, Inc.	\$ 86,178.56
Masonry Restoration & Caulking, LLC.	\$ 92,142.44

Trisco Systems Inc:

Add Alternate #1 - Containment Building Fiberglass Panel Coating	\$ 15,860.00
Add Alternate #2 - Main Building North Corner Repair	\$ 10,112.00

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded.
2. Permits are excluded. If permits are required this will be addressed via change order.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is included to which it obtains to the scope of work.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Joshua Perry

Joshua Perry
Garland/DBS, Inc.
(216) 430-3635

CERTIFICATE OF FUNDS

In the Matter of: Garland- BIWW Roof & masonry work

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

Account #431-6503-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 4/10/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO GARLAND/DBS, INC. OF CLEVELAND, OHIO, THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE ROOF REPLACEMENT AND MASONRY FAÇADE RESTORATION TO THE CLARIFIER BUILDING AT THE BIG ISLAND WATER WORKS PLANT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky as a member of U.S. Communities Government Purchasing Alliance, a subsidiary of OMNIA Partners, is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Racine County, Wisconsin) who has entered into Master Purchase Agreements with various suppliers; and

WHEREAS, the Clarifier Building between the two clarifier domes at the BIWW Plant located at 2425 First Street needs repairs as during a recent Ohio Environmental Protection Agency (OEPA) inspection, deficiencies were noted with the exterior of the building envelope and upon further inspection, Staff determined that the roof was well beyond its useful life and masonry repairs and tuck pointing were needed as well as cleaning, painting and sealant for the fiberglass panels on the front and back of the building; and

WHEREAS, the Roof Replacement and Masonry Façade Restoration to the Clarifier Building at Big Island Water Works (BIWW) Plant Project consists of removing the existing failing gravel roof, cleaning and priming the decking, installing new roofing material, new flashing and drain inserts at each drain, making repairs to the existing roof hatch, masonry work to include cleaning, tuck-pointing areas of eroding and failing mortar in the brick façade of the building, as well as replacing caulking in weathered and degraded areas and applying coatings to the cement block to waterproof the façade; and

WHEREAS, the proposal received from Garland/DBS, Inc. provides for the material and services to be supplied by the Garland/DBS, Inc. through contracts with Worner Roofing Company, Inc. and Trisco Systems, Inc.; and

WHEREAS, the total cost of the project is \$153,151.00, which includes materials, delivery, installation, warranties, and contingencies, and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to immediately proceed with the work and complete as soon as possible to comply with the OEPA notice; 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 and/or Finance Director is authorized and directed to expend funds to Garland/DBS, Inc., through the U.S. Communities Governmental Purchasing Alliance, a subsidiary of OMNIA Partners, MICPA # PW1925, for the Roof Replacement and Masonry Façade Restoration to the Clarifier Building at Big Island Water Works (BIWW) Plant at an amount **not to exceed** One Hundred Fifty-Three Thousand One Hundred Fifty-One and 00/100 Dollars (\$153,151.00) consistent with the proposal submitted by Garland/DBS, Inc. of Cleveland, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION