

ORDINANCE NO. 23-144

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ERIE COUNTY HOUSING OPPORTUNITIES, INC. 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 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 Project, by Ordinance No. 19-115, passed on June 24, 2019; and

WHEREAS, Erie County Housing Opportunities, Inc. (ECHO) is the owner of property located at 511 Carroll Avenue, Parcel No. 59-00108.000, and as governed by federal rules, ECHO is not allowed to provide easements but is permitted to enter into leases for a maximum of 99 years; and

WHEREAS, this Lease Agreement will allow the City to coordinate pathway alignment in conjunction with easements already obtained from the Erie County Health Department, for the continuation of the Sandusky Bay Pathway; and

WHEREAS, the cost for the lease of the property is \$4,080.00 and will be paid with American Rescue Plan Act (ARPA) Stimulus Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow Erie County Housing Opportunities to execute the agreement at their next board meeting and proceed with finalizing plans for the 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 authorizes and directs the City Manager to enter into a Lease Agreement with Erie County Housing Opportunities, Inc. for the purpose of utilizing for the Sandusky Bay Pathway, a copy of which is attached and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein.

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

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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: July 10, 2023

Lease Agreement

This Lease Agreement ("Agreement") dated this _____ day of _____, 2023, is between the Erie County Housing Opportunities, Inc. ("Lessor") an Ohio Non-profit corporation located at _____, and the City of Sandusky ("Lessee") an Ohio municipality located at 240 Columbus Avenue, Sandusky, Ohio 44870.

Recitals

WHEREAS, the Lessor is the owner of the property with the parcel number 59-00108.000, which is more particularly described in Exhibit "A"; and

WHEREAS, the Lessee desires this Agreement to complete the Sandusky Bay Pathway; and

WHEREAS, the Sandusky Bay Pathway will connect the Lessor's properties to the Erie County Health Department Building located at 420 Superior Street, Sandusky, Ohio 44870.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, Lessor and Lessee agree as follows:

Article 1. Description of Premises.

The Lessor does hereby lease and demise to the Lessee the following area ("Leased Area") situated in Erie County and State of Ohio. The Leased area is completely marked and delineated on the map and legal description attached hereto and made a part hereof, in Exhibit "A" and Exhibit "B."

Article 2. Use of Leased Area.

The Leased Area is leased to the Lessee for the construction and maintenance of the Sandusky Bay Pathway. The Lessee may erect any structures or fixtures in order to complete and maintain the Pathway during the term of this Agreement.

Article 3. Term.

This Agreement shall be for a period of ninety-nine (99) years, renewable forever, commencing on [START DATE, 2023].

Article 4. Restoration of Leased Area.

If the Lessor terminates this Agreement for any reason prior to the expiration of this Agreement, the Lessee shall not be responsible for restoring the Leased Area to the same condition as when received by the Lessee.

Article 5. Lessor's Title and Indemnification.

The Lessor covenants and represents that to the best of its knowledge and belief it has full right and power to execute and perform this Lease and grant the estate demised herein, and covenants and agrees that the Lessee shall peaceably hold and enjoy the Leased Area during the term without any interruption or disturbance from the Lessor.

The Lessor further covenants and agrees to defend the Lessee's rights hereunder against all claims and indemnify the Lessee against all losses and expenses incurred by the Lessee as a result of those claims. This Section shall survive the expiration of this Agreement.

Article 6. Mortgage of Property.

The Lessor shall not mortgage or convey any interest in or to its fee interest in the Leased Area during the term of this Agreement.

Article 7. Covenants to Run with the Leased Area.

The covenants contained in this Lease shall run with the Leased Area, and shall bind any heirs, executors, administrators, assigns, and successors of the Lessor and Lessee.

Article 8. Successors and Assigns.

The terms and conditions of this Agreement shall bind and inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the Leased Area.

Article 9. Public Use.

The Lessor shall not, in any manner, interfere with the enjoyment and use of the Leased Area's Pathway by the general public for the term of this Agreement.

Article 10. Notices.

Any notices required to be given to the Grantor or Grantee shall be given by certified mail, return receipt requested, or by a national delivery service which obtains a receipt for delivery, at the addresses set forth in the first paragraph of this Agreement, or to such other address as a party may designate from time to time by giving notice to the other party.

Article 11. Complete Agreement.

This is the complete Agreement between the Parties. No oral or other representations not stated herein shall be enforceable. This Agreement may be modified by a written Amendment, signed by both Parties and attached hereto.

Article 12. Severability.

If any provision of this Agreement is declared or found to be unenforceable, the balance of this Agreement shall be unaffected and remain in full force and effect.

Article 13. Ohio Law.

This Agreement is governed by Ohio law. Should litigation arise under this Agreement, the sole jurisdiction and venue shall be in the Erie County Court of Common Pleas.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement, all as of the date hereinbefore written.

WITNESSES:

LESSOR:

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2023, before me, a Notary Public in _____ and _____ for said County and _____ State, personally appeared _____ and acknowledged his execution of the foregoing instrument and by its authority and that the same is his voluntary act and deed on behalf of _____.

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

Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement, all as of the date hereinbefore written.

WITNESSES:

LESSEE: CITY OF SANDUSKY

JOHN ORZECH
INTERIM CITY MANAGER

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared John Orzech, Interim City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

Notary Public
My Commission Expires: _____

Approved as to Form:

Brendan Heil (#0091991)
Law Director, City of Sandusky



City of Sandusky

PPN 59-00108.000 LEASE ACQUISITION

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of lot 4 on Carrol Avenue, and is part of land now or formerly owned by Erie County Housing Opportunities, Inc and being more fully described as follows:

Commencing at the intersection of the northeasterly corner of said Erie County Housing Opportunities Inc land parcel 59-00108.000 and the westerly right of way line of Carroll Street;

1. Thence S 01° 53' 32" E along the easterly right of way of said Carroll Street and westerly line of parcel number 59-00108.000, nor or formerly owned by Erie County Housing Opportunities Inc., a distance of 21.84 feet to a point;
2. Thence S 88° 03' 04" W, a distance of 109.13 feet to the westerly line of said Erie County Housing Opportunities Inc land;
3. Thence N 01° 58' 54" W along the westerly line of said Erie County Housing Opportunities Inc. parcel, a distance of 21.76 feet to the northwesterly corner of said Erie County Housing Opportunities land;
4. Thence N 88° 00' 27" E along the southerly line of parcel number 59-62003.00, now or formerly owned by Erie County Combined General Health District Board of Health a distance of 109.16 feet to the point of beginning and containing 0.055 acres of land more or less;

This lease 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 59-00108.000.

Dennis W. Stoffer, P.S. 7604

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

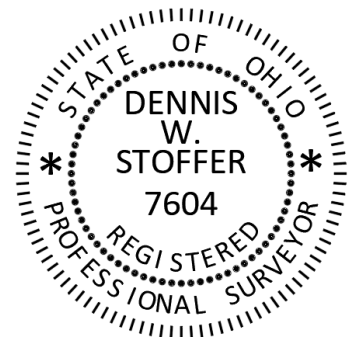
Cleveland, Ohio 44113

MARIETTA OFFICE

204 Front Street

Marietta, Ohio 45750

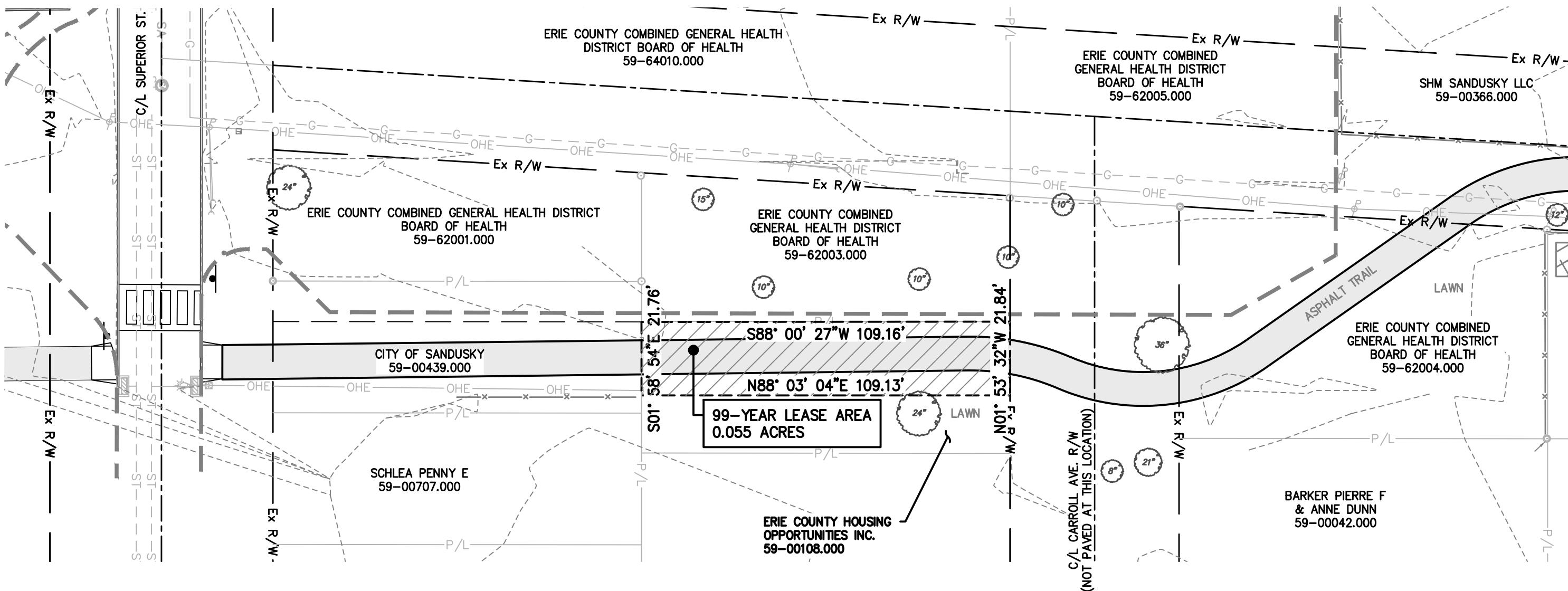
envdesigngroup.com



The community impact people.

CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE / PLANNING / SURVEYING / ENVIRONMENTAL SERVICES / CONSTRUCTION MANAGEMENT

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LEGEND

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|--|------------------------|
| | PERMANENT EASEMENT |
| | TEMPORARY EASEMENT |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING PROPERTY LINE |



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**
ERIE COUNTY HOUSING OPPORTUNITIES INC EASEMENTS
FEBRUARY 6, 2023