

ORDINANCE NO. 24-024

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH FAMILY HEALTH SERVICES OF ERIE COUNTY, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHTS-OF-WAY AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, this proposed License for Encroachment will allow the property owner, Family health Services of Erie County, to construct an employee patio area along Shoreline Drive; and

WHEREAS, a Certificate of Appropriateness has been issued by the Department of Community Development for the proposed fenced in employee patio; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Grant of a License for Encroachment and allow the property owner to coordinate the placement of the patio with their contractor working on building renovations; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Family Health Services of Erie County, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

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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: February 12, 2024

**GRANT OF LICENSE FOR ENCROACHMENT ON THE SOUTH SIDE
OF SHORELINE DRIVE RIGHT-OF-WAY**

This License Agreement is made this _____ day of _____, 2024, between the City of Sandusky, Ohio ("City") whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, and Family Health Services of Erie County ("Licensee") whose tax mailing address is 1912 Hayes Avenue, Sandusky, Ohio 44870, under the following circumstances:

- A. The City of Sandusky, Erie County, Ohio, is the Owner and Trustee for the general public of the rights-of-way as defined in the Ohio Revised Code Section 4511.01(uu), including Shoreline Drive, and is more fully described in Exhibit "A" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.
- B. Licensee is the owner in fee simple of the real estate adjoining the south side of Shoreline Drive right-of-way and located at 149 E. Water Street.
- C. The Licensee desires to construct improvements within the City's rights-of-way ("Encroachment") for purposes of constructing an employee patio area in conjunction with the Licensee's facility located at 149 E. Water Street, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein.
- D. The City is willing to grant to Licensee a license to maintain the Encroachment for so long as Licensee remains the owner of the property on the south side of the Shoreline Drive right-of-way and provided the Encroachment is not substantially altered.

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

- 1. The City grants to Licensee the license and permission to construct and maintain the Encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for so long as Licensee remains the owner of real property located at 149 E. Water Street, Sandusky, Ohio, and provided that the Encroachment is not substantially altered and Licensee complies with all applicable legal requirements and Licensee acknowledges that this grant of a license is terminable at the will of the City;
- 2. Licensee agrees that, except for the license granted pursuant to this Agreement, Licensee makes no claim of right and has no interest or title in any part of the property and Licensee further agrees that the maintenance of the Encroachment shall not, at any time, be deemed or construed to be an adverse possession of any part of the City's right-of-way;

3. Licensee agrees to construct and maintain the Encroachment, solely at Licensee's expense, for use in conjunction with Licensee's property located at 149 E. Water Street, Sandusky, Ohio, and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;
4. This Agreement shall not be construed to run with the land and is only a temporary license, terminable at the will of the City;
5. The Licensee shall construct the Encroachment using the materials approved by the Landmark Commission on February 23, 2023.

SIGNATURE PAGES TO FOLLOW

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

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

CITY: CITY OF SANDUSKY

John Orzech, City Manager

State of Ohio)
) ss:
County of Erie)

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this ____ day of _____, 2024.

Notary Public
My Commission Expires:

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

LICENSEE: Family Health Services of Erie County
Erie County

David Tatro, CEO

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named David Tatro, CEO of Family Health Services of Erie County, who acknowledged that they signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this ___ day of _____, 2024.

Notary Public
My Commission Expires:

Instrument prepared by:

Sarah Chiappone #0101179
Assistant Law Director
City of Sandusky

ENCROACHMENT LICENSE AGREEMENT

Situated in part of the southerly right of way of Shoreline Drive, Ward 1, City of Sandusky, Erie County, Ohio, and being more particularly described as follows;

Commencing at an iron pin found at the intersection of the centerline of Water Street with the centerline of Wayne Street;

Thence South $66^{\circ}-13'-14''$ West, along the centerline of Water Street, a distance of 138.60 feet to a point;

Thence North $23^{\circ}-40'-21''$ West, along the southeasterly extension of the southwesterly line of a parcel of land now or formerly owned by Cable Block, LLC. as per deed recorded in RN201308306 of the Erie County Records and the southwesterly line of said Cable Block, LLC. parcel a distance of 117.125 feet to a point at the most westerly corner of said Cable block LLC. parcel, said point being on the northwesterly line of Lot Number 52 on Water Street, said point also being on the southerly right of way line of Shoreline Drive;

Thence South $66^{\circ}-13'-14''$ West, along and the northwesterly line of said Lot Number 52 and the northwesterly line of Lot Number 53 on Water Street, being the southerly right of way line of Shoreline Drive, a distance of 14.53 feet to a point, said point being the principal place of beginning for this description;

1. Thence South $66^{\circ}-13'-14''$ West, continuing along the southerly right of way line of Shoreline Drive, a distance of 18.00 feet to a point;
2. Thence North $23^{\circ}-46'-46''$ West, a distance of 11.00 feet to a point;
3. Thence North $66^{\circ}-13'-14''$ East, a distance of 18.00 feet to a point;
4. Thence South $23^{\circ}-46'-46''$ East, a distance of 11.00 feet to the place of beginning and containing 0.0045 acres (198.00 Sq. Ft.) of land but subject to all legal highways, easements and restrictions of record.

In the above description the courses were referred to a meridian assumed for the purpose of indicating angles only.

This description was prepared by David A. Williams, Registered Surveyor No. 7166 and was taken from an actual field survey performed on December 6, 2023.

David A. Williams



Registered Surveyor No. 7166



EXHIBIT "A"

