ORDINANCE NO. 24-132

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED ON E. WASHINGTON STREET AT THE EAST AND WEST CORNERS OF WARREN STREET, PARCEL NOS. 56-00983.000, 56-01383.000 AND 56-00984.000, ARE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE; APPROVING A DEVELOPER AGREEMENT WITH KEYSTATE DEVELOPMENT, LLC D.B.A. KEYSTATE HOMES FOR THE DEVELOPMENT OF RESIDENTIAL HOUSING IN THE IRON DISTRICT LOCATED ON E. WASHINGTON STREET AND WARREN STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the acquisition of property located at 513 E. Washington Street (Parcel Nos. 56-00983.000 and 56-00984.000) and 430 E. Market Street (Parcel No. 56-00985.000), commonly known as Sandusky Cabinets, for the purpose of remediation and future development by Ordinance No. 09-026, passed on April 13, 2009; and

WHEREAS, the City Commission approved the acquisition of vacant property located on Warren Street between E. Market Street and E. Washington Street (Parcel No. 56-01383.000) for the purpose of new home construction by Ordinance No. 22-094, passed on May 9, 2022; and

WHEREAS, as part of the Bicentennial Vision Comprehensive Plan, the City proclaimed a desire to revitalize the vacant land in the Iron District which sits between Battery Park and the Historic Downtown in the Compass District; and

WHEREAS, the City desires to develop Parcel Nos. 56-00983.000, 56-01383.000, and 56-00984.000 for the purpose of new residential single-family construction; and

WHEREAS, in late 2022, the City issued a Request for Proposals (RFP) for a new residential construction project on vacant property owned by the City in which three (3) proposals were received and evaluated by a selection committee and based upon project description, project team, financial information, prior experience, and timeline, the proposal from Keystate Development d.b.a. Keystate Homes, LLC of Pepper Pike, Ohio, was selected as the most qualified; and

WHEREAS, Keystate Development d.b.a. Keystate Homes, LLC proposes to construct nineteen (19) freestanding townhouse units containing a kitchen, living, and dining space, bedrooms, recreation room, roof deck, and detached two (2) car garage; and

WHEREAS, the parcels will be split into nineteen (19) fee simple lots and the purchase price is $15,789.47 per parcel, for a potential total price of $299,999.93 and pursuant to the agreement, Keystate Development d.b.a. Keystate Homes, LLC will have forty-eight (48) months to purchase one or more of the parcels; 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 Developer Agreement and allow the development plans for the project to proceed; and

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

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

Section 1. This City Commission finds, determines and declares that Parcel Nos. 56-00983.000, 56-01383.000 and 56-00984.000, located on E. Washington Street at the east and west corners of Warren Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose pursuant to Section 25 of the Charter of this City.

Section 2. This Commission hereby finds and determines that the disposition of the Property to the Developer in accordance with the terms and conditions of the Developer Agreement is necessary in order to carry out the City's public purpose of providing for the creation of housing opportunities and for the redevelopment of an underutilized area of the City; hereby approves the sale of the Property for and pursuant to the terms of the Developer Agreement; hereby approves the sale price and finds that the covenants of the Developer to redevelop the Property constitutes substantial additional valuable consideration to the City.

Section 3. This Commission hereby approves the Developer Agreement, 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 City's public purpose.

Section 4. The City Manager, Finance Director, Law Director, or any other officials of the City, as appropriate, are authorized and directed to sign any other documents, instruments or certificates and take such actions as are necessary or appropriate to consummate or implement the actions described in or contemplated by this Ordinance.

Section 5. 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 6. 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's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 7. 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: July 8, 2024

Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857

Legal Description For:
The City of Sandusky, Ohio
"Remaining Lands"
1.1496 Acres

Being a parcel of land located in part of Lot 14 on Warren Street and Lots 19, 21 & 23 on Washington Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron found in a monument box at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, a distance of 33.00 feet to a 5/8" iron rod set at the intersection of the easterly right-of-way line of Warren Street and the southerly right-of-way line of Market Street; Thence South 23° 38' 34" East, along the easterly right-of-way line of Warren Street, a distance of 151.99 feet to a 5/8" iron rod set and being the principal place of beginning;

1. Thence North 66° 11' 50" East, a distance of 165.57 feet to a 5/8" iron rod set, passing over 5/8" iron rods set at distances of 55.17 feet and 110.34 feet;

2. Thence North 23° 39' 53" West, a distance of 18.00 feet to a 5/8" iron rod set at a southwesterly corner of land now or formerly owned by Shirley A. Murray, Trustor as recorded in RN 201504861;

3. Thence North 66° 11' 50" East, along a southerly line of said Murray's land, a distance of 33.11 feet to a 5/8" iron rod set;

4. Thence South 23° 40' 09" East, along westerly lines of said Murray's land and land now or formerly owned by Erie County Housing Opportunities, Inc. (Lot 17 on Washington Street) as recorded in RN 200007154 of the Erie County Recorder's Office, a distance of 266.92 feet to a point at a southwesterly corner of said Erie County Housing Opportunities, Inc.'s land and the northerly right-of-way line of Washington Street (99' R/W), referenced by a 1/2" iron rod with a "Baharoglu" cap found North 66° 09' 56" East, a distance of 0.23 feet;

EXHIBIT "A"

5. Thence South 66° 09' 56" West, along the northerly right-of-way line of Washington Street, a distance of 198.80 feet to a point at the intersection of the northerly right-of-way line of Washington Street and the easterly right-of-way line of Warren Street, referenced by a railroad spike "bent" found North 66° 09' 56" East, a distance of 0.46 feet;

6. Thence North 23° 38' 34" West, along the easterly right-of-way line of Warren Street, a distance of 249.03 feet to the principal place of beginning and containing 1.1496 acres (50,077.7217 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 Datum, Geoid 12A, by ODOT VRS.

Prior Deed Reference: RN 200905779

All 5/8" iron rods set are 30" long rebar with yellow plastic caps stamped "C.D. ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in December, 2022 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed January, 2023 on the premises by Contractors Design Engineering.

EXHIBIT "A"

STATE OF OHIO
ALEXANDER B. ETCHILL
8512
REGISTERED
PROFESSIONAL SURVEYOR

APPROVED BY THE PLANNING
AND ZONING DEPARTMENT
CITY OF SANDUSKY, OHIO
DATE 3.10.23

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.

Michael T. Farrell
Engineer/Surveyor: Erie County Engineer's
Date: 2-6-2023

Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857

Legal Description For:
The City of Sandusky
Lot Split "B"
0.6134 Acres

Being all of Lots 25 & 27 on Washington Street, Block 29, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron rod found in a monument box at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 241.81 feet to a point; Thence South 66° 13' 42" West, a distance of 33.00 feet to a 5/8" iron rod set at the west right-of-way line of Warren Street, the northeast corner of Lot 25, and the southeast corner of Lot 13 on Warren Street, and being the principal place of beginning;

1. Thence South 23° 38' 34" East, along the west right-of-way line of Warren Street and the east line of Lot 25, a distance of 200.60 feet to a 5/8" iron rod set at the southeast corner of Lot 25 and the north right-of-way line of Washington Street (99' R/W);

2. Thence South 66° 08' 40" West, along the north righ-of-way line of Washington Street, a distance of 133.12 feet to a 5/8" iron rod set at the southeast corner of land now or formerly owned by Davis & Pinchot Investments, LLC (Lot 29) as recorded in RN 201200099 of the Erie County Recorder's Office;

3. Thence North 23° 39' 21" West, along the east line of said Davis & Pinchot Investments, LLC's (Lot 29) land, a distance of 200.79 feet to a 1" iron pipe found at the northeast corner of said Davis & Pinchot Investments, LLC's land and a south line of land now or formerly owned by Eduardo H. Torres, Jr. & Jennifer L. Torres (Lot 13) as recorded in RN 20210110 of the Erie County Recorder's Office;

4. Thence North 66° 13' 42" East, along the south lines of said Torres' land and Lot 13, a distance of 133.16 feet to the principal place of beginning, passing over a 5/8" iron rod with a "CDE" cap found at a distance of 66.58 feet, and containing 0.6134 acres of land more or less, but subject to all legal highways, easements and restrictions of record.

EXHIBIT "A"

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

Prior Deed Reference: City of Sandusky, Ohio (PPN: 56-01383.000)
RN 202207262

All 5/8" iron rods set are 30" long rebar with yellow plastic caps stamped "C.D. ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in August, 2022 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed May, 2020 on the premises by Contractors Design Engineering.

STATE OF OHIO
ALEXANDER B. ETCHILL
8512
REGISTERED
PROFESSIONAL SURVEYOR

8/19/22

EXHIBIT "A"

APPROVED BY THE PLANNING
AND ZONING DEPARTMENT
CITY OF SANDUSKY, OHIO
DATE 8-30-22

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.

Michael T. Farrell
Engineer/Surveyor: Erie County Engineer's
Date: 8-22-2022

DEVELOPER AGREEMENT FOR IRON DISTRICT PROPERTIES

This Developer Agreement for Iron District Properties (this "Agreement") is entered into as of _____ day of _____, 2024 (the "Effective Date") between the City of Sandusky, (the "City") which is a municipal corporation with its offices located at 240 Columbus Avenue, Sandusky, Ohio 44870, and Keystate Development, LLC d/b/a Keystate Homes (the "Buyer"), which is an Ohio limited liability company with its offices located at 3187 Old Brainard Rd, Pepper Pike, OH 44124.

WHEREAS, the City owns certain vacant parcels and desires to develop the parcels for new residential single-family construction; and

WHEREAS, the City issued a request for Proposals ("RFP") in order to select a qualified developer for the parcels; and

WHEREAS, based on the responses received, the selection committee found Buyer to be the most qualified; and

WHEREAS, the City Commission of the City of Sandusky has approved this Agreement by Ordinance No. _____; and

THEREFORE, for the promises and compensation set forth below, the Buyer and the City agree as follows:

1. Option to Purchase
    a. Subject to the terms and conditions contained herein, the City grants Buyer an option period of forty-eight (48) months, starting on the Effective Date of this Agreement, to purchase one or more of the properties listed in Section 2(a) of this Agreement (each a "Property" and collectively the "Properties"), together with all easements, rights and privileges, (the "Option Period.")
    b. Buyer shall notify the City in writing no later than the end of the Option Period if Developer has decided to exercise its option to purchase one or more of the Properties.
    c. If the Buyer fails to notify the City by the end of the Option Period of its decision to purchase one or more of the Properties, then the Buyer's option to purchase shall be terminated and this Agreement shall terminate, provided however that this Agreement shall still govern over any Property previously purchased by Buyer.
    d. If Buyer notifies the City that it chooses not to purchase one or more of the Properties, then the Buyer shall be deemed to have waived its right to purchase and Buyer's option rights shall terminate with respect to that Property or Properties without any notice required of the City. In such circumstances, the City shall be released from any obligation to the Buyer and Buyer shall have no rights to that Property or Properties. Once Buyer's rights to the Properties have terminated, Buyer shall cease all marketing of the Properties.

2. Properties for Development
    a. Parcels, 56-00983.000, 56-01383.000 and 56-00984.000.
    b. Buyer intends to further split these parcels into 19 fee simple lots approximately 3,000 square feet (each a "Lot" and collectively the "Lots").
    c. Upon the purchase of any Property, Buyer will be responsible for the lot splits to create the Lots. City shall cooperate with Buyer's efforts to obtain the lot split(s), including a

EXHIBIT "1"

division of the taxes and assessments against the Properties, and provide all authorizations and approvals needed by the City of Sandusky and/or Erie County in order for approval of the lot split(s).

3. Purchase of Properties and Closing
    a. If Buyer exercises its option to purchase one or more of the Properties, and if all conditions precedent to closing described below have been met by the Buyer, then title to said Property or Properties shall be conveyed to the Buyer, and Buyer shall accept title, no later than sixty (60) days after the date on which Buyer notifies the City in writing of its decision to purchase the Properties or Property, unless the parties mutually agree in writing to extend (the "Closing Date").
    b. It is understood by the parties that the failure of the Buyer to purchase the Property or Properties within the timeframe set forth in this Agreement constitutes a default and the City may, after giving notice in writing to the Buyer, terminate this Agreement.
    c. The City shall convey title to each Property to the Buyer by quit claim deed (the "Deed"). The City does not make any representations or guaranties as to the quality of the City's ownership interest in a particular Property or of the interest conveyed to Developer.
    d. The City shall deliver a properly and fully executed Deed conveying City's interest in each Property to the Escrow Agent, and Buyer shall pay the purchase price for each property to the Escrow Agent on the Closing Date.
    e. The title company to handle the closing of the transfer of the Properties shall be Modern Real Estate Services LLC dba Modern Title attn. **Mike Gulley 3500 Lorain Avenue Suite 501A, Cleveland, Ohio 44113 mike@moderntitleohio.com 216-315-3001** ("Title Company" or "Escrow Agent"). Closing shall take place as determined by the Title Company, and the Title Company shall serve as Escrow Agent for the closing. The Escrow Agent's usual conditions for closing shall apply, except as otherwise required to meet the terms of this Agreement, which Agreement shall be controlling.
    f. The Buyer shall pay all of the costs and fees of the services of the Escrow Agent and/or Title Company. The Buyer shall pay for the cost of any policy of title insurance that the Buyer may decide to obtain, the cost to record the Deed, and real estate conveyance fees. The Title Company shall file each deed for recording with the Erie County Recorder's office. The parties shall place all funds and documents necessary to the completion of the closing for each party with the escrow agent on or before the Closing Date for the Property. The City shall not owe any payment to the Buyer or Title Company, and no charges or costs shall be required to be paid by the City.

4. Agreement to Construct and Minimum Requirements
    a. Subject to the terms in this Agreement, if Buyer purchases one or more Property, then the Buyer shall perform a lot split as describe above and construct a home on each Lot (the "Homes" or "Home"). Buyer shall construct homes of size and type that have been approved by the City. The City expects such homes to be the same or similar to the proposal submitted by Buyer, a copy of which is attached as "Exhibit A". "Same or similar" primarily means that the homes have rear access and parking through privately owned shared drive, unified setbacks, and quality materials. Quality materials include

EXHIBIT "1"

wood or stone, or wood equivalent like Azec or cement board plank. There is flexibility for bedroom configurations, square footage, or the existence of the proposed garden apartments. All plans should first be submitted to the Community Development Director prior to other city departments..

b. Prior to the construction of a Home on any Lot, Buyer shall obtain any necessary approvals from any Boards and Commissions and/or City Departments.
c. Upon receiving the necessary approvals to construct a Home on any Lot, the Buyer shall pay the City a purchase price for each Lot in the amount of fifteen thousand seven hundred eighty nine and 47/100 dollars ($15,789.47) (the "Purchase Price").
d. Construction of each Home shall be completed by Buyer within twenty Four (24) months after the payment of the Purchase Price for any Lot, subject to an extension in the City's sole discretion. Completion of the Home will occur on the date that the City's Building Department issues a certificate of occupancy for the Home. This Section is subject to the Force Majeure events as described in Section 11. e.
e. All work done in construction of the Homes shall be done in a good and workmanlike manner, free from faults and defects and in compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits, and requirements of all government authorities.
f. In the construction of the Homes, the Buyer shall comply with all applicable local ordinances and regulations.

5. Indemnification
    a. The Parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the furtherance of this Agreement and such course of conduct did not constitute negligence or misconduct. The Parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with this Agreement.

6. Marketing
    a. The buyer is responsible for marketing the Lots.

7. Insurance
    a. Buyer shall purchase liability insurance for any of The Lots not yet purchased by Buyer, and list the City as an additional named insurer.

8. Assignment
    a. The Buyer may not assign this Agreement or any of the Buyer's rights or obligations without the prior written consent of the City, which the City shall not unreasonably withhold so long as the assignee is an Affiliate of Buyer or the proposed assignee has obtained financing and/or sufficient net worth to complete the Project. The Term Affiliate means an entity which controls, is controlled by, or is under the common control with, the Buyer, whether by ownership of equity interests or voting power.

EXHIBIT "1"

9. Covenants Binding Upon Successors
    a. The parties agreed that the agreements, covenants, and restrictions in this Agreement shall be covenants running with the land on the Properties transferred from the City to the Buyer until the date of transfer by the Buyer to a third party, and shall be binding for the benefit and in favor of the City, its successors and assigns, and any success or in interest to the Properties and against the Buyer, its successors and assigns, and every successor in interest to the Properties, and any party in possession or occupancy of the Properties, or any parts of the Properties thereof.
    b. It is intended that agreed that the City and its successors shall be deemed beneficiaries of the agreements, covenants, and restrictions provided in this Agreement both for and in their own rights and also for the purposes of protecting the interests of the community.
    c. Such agreements, covenants, and restrictions shall run in favor of the City and its successors for the entire period during which the same remain in effect, without regarding to whether the City and its successors has at any time been, remains, or is an owner of any of the Property. The City and its successors shall have the right in the event of any beach of any such agreement, covenant, or restriction, to exercise all rights and remedies and to maintain any actions or suits or other proceedings to enforce such agreements, covenants, and restrictions and the curing of any breach thereof.

10. Reserved.

11. Default and Remedies
    a. Non-Beaching Party May Declare Default; Plan for Remedy
        i. Except as otherwise provided in this Agreement, in the event of a beach of this Agreement or any of its terms and conditions, by either party or successor to such party, the non-breaching party may declare default and send notice of default to the defaulting party. The defaulting party shall proceed to promptly cure or remedy the breach or prepare a plan to remedy the breach, (the "Plan.) The Plan shall include a specific timetable when such breach will be remedied. If the non-defaulting party approve the Plan, which approval shall not be unreasonably be withheld, then the defaulting party shall proceed to remedy the default. In case action as described in this Section is not taken within the time in the Plan, the party asserting a breach may take any action to compel specific performance or institute proceedings to recover damages suffered as a result of the default.
    b. Buyer Default for Failure to Construct Home
        i. Should the Buyer at any time refuse, neglect, or fail to complete the construction of a Home within twenty four (24) months after the payment of the Purchase Price for any Lot, or to maintain a Property with promptness and diligence, fail to meet the quality standards requirement in this Agreement, or fail to perform any other obligations herein, the City shall have the right to declare default, and if such default is not remedied within a reasonable amount of time, then the City shall have the right to seek specific performance, damages, or employ another person to complete or correct the default. Any cost incurred with this Section

EXHIBIT "1"

shall be paid by the Buyer to the City. If such costs are not paid, the City may place a lien on the Property.

c. Reversion of Title
    i. In addition to the other rights in this Agreement, should the Buyer fail to complete the construction of a Home within twenty four (24) months after the payment of the Purchase Price for any Lot, the City may declare default and if such default is not remedied within a reasonable amount of time, then the City shall have the right to provide written notice to the Buyer declaring the transfer of the Property or Lots void, and the Buyer shall transfer the Property or Lots back to the City or, the City may enforce this Section by seeking an order of the Court to quiet title in the City's name.

d. No limitation of Rights
    i. Pursuit of any of the remedies in this Section shall not preclude pursuit of any of the other remedies available to a party. Forbearance by a party to enforce one or more of the remedies provided herein, shall not constitute a waiver of such default.

e. Force Majeure
    i. Except as otherwise provided in this Agreement, neither the City nor the Buyer shall be considered in default in their obligations if delay in the performance of the obligations are due to unforeseen circumstances beyond their control and without their fault, including but not limited to, acts of nature or of the public enemy, acts of the federal or state government, acts or delays of the other party, fires, floods, severe weather, pandemics, embargoes, unavailability of materials, strikes or delays of contractors and subcontractors, but NOT including lack of financing or financial capacity of the Buyer, it being the purpose and intent of this Section that in the event of the occurrence of any such delay, the time of performance of obligations shall be extended for the period of the delay; provided, however, that the party seeking the benefit of this Section shall, within thirty (30) days after the beginning of such delay, notify the other party in accordance with this Agreement of the cause and the estimated duration of the delay.

EXHIBIT "1"

12. Notice

a. Any notice of communication between the parties required or permitted to be given under this Agreement shall be deemed sufficiently given if delivered personally or mailed by U.S. registered or certified mail or emailed to the addressed as follows:
    i. The City
        1. City of Sandusky
           C/O Colleen Gilson, Community Development Director and Stewart Hastings, Law Director
           240 Columbus Avenue
           Sandusky, Ohio 44870
           CGilson@cityofsandusky.com
           Shastings@cityofsandusky.com

ii. The Buyer

1. Keystate Development LLC
   3187 Old Brainard Rd

   Pepper Pike, OH 44124
   andrew@keystatehomes.com

13. Discrimination Prohibited
    a. The Buyer, its successors and assigns, shall not, in the ownership, maintenance, or use of, or in the construction upon, the Properties, or in the hiring, employment or promotion of any employee, discriminate against any person or group of persons based on race, color, religion, military status, sex, national origin, age, ancestry, disability sexual orientation, gender identity or expression.

14. Provisions Not Merged with Deeds
    a. This Agreement embodies the entire agreement of the parties. No provision of this Agreement is intended to or shall be merged by reason of the Deed transferring title to the Properties from the City to the Buyer or any other successor in interest, and such Deeds shall not be deemed to affect or impair the provisions and covenants of this Agreement; the covenants and obligations of the City and the Buyer shall survive and shall remain binding on the City and the Buyer and their respective successors and assigns.

15. Entire Agreement
    a. This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, by the City and the Buyer are superseded and merged into this Agreement, and shall be null and void and of no further force from and after the effective date.

16. Modification or Amendment
    a. None of the provisions may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both parties.

17. Governing Law
    a. This Agreement shall be governed by Ohio Law.

18. Interpretation and Construction of this Agreement
    a. This Agreement shall not be construed more strictly against one party than against the other merely by the fact that it may be been prepared by counsel for one of the parties, it being recognized that the City and the Buyer have both contributed substantially and materially to the preparation of this Agreement.

19. Time
    a. Time is of the essence in the performance of each and every term, condition, and covenant contained in this Agreement.

EXHIBIT "1"

20. Severability
    a. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Counterparts
    a. If this Agreement is executed in any number of counterparts, then each counterpart is regarded as an original, and all of the counterparts constitute but one and the same instrument. For purposes of executing this Agreement, a document signed and transmitted by electronic means shall be treated as an original document. The signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

EXHIBIT "1"

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:

BUYER: KEYSTATE DEVELOPMENT, LLC
D.B.A. KEYSTONE HOMES

_____ _____
(Signature)

_____ _____
(Printed Name & Title)

State of Ohio)
) ss:
County of Cuyahoga)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County and State, personally appeared _____, of _____ _____, and acknowledged their execution of the foregoing instrument by its authority and that the same is their voluntary act and deed on behalf of _____.

Witness my official seal and signature on the day last above mentioned.

_____
Notary Public
My Commission Expires:

EXHIBIT "1"

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

CITY: CITY OF SANDUSKY, OHIO

_____

_____
John Orzech, City Manager

_____

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County and State, personally appeared John Orzech, 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.

Witness my official seal and signature on the day last above mentioned.

_____
Notary Public
My Commission Expires:

EXHIBIT "1"

Approved as to form:

_____
Stewart Hastings #0025852
Law Director
City of Sandusky

JC landholdings
Keystate Homes
City Architecture

City of Sandusky
Iron District Redevelopment Sites | 12.2.2022

December 2, 2022

Jonathan Holody, Director
City of Sandusky, Department of Community Development
240 Columbus Ave
Sandusky, Ohio 44870

RE: PROPOSAL FOR CITY OF SANDUSKY
IRON DISTRICT DEVELOPMENT SITES

Mr. Holody:

JC landholdings, alongside Keystate Homes and City Architecture, is pleased to submit our response to the Request for Proposals for the Iron District Development Sites in Sandusky. We look forward to the opportunity to work with the City of Sandusky on this opportunity.

We are excited to submit our development approach for these sites. We would be honored to help Sandusky achieve its goals for redevelopment. If selected, our team commits to delivering an attractive and marketable housing development that will make Sandusky proud.

Our team is interested in pursuing this RFP because we believe Sandusky has an incredible opportunity to attract new homeowners to Downtown. We believe in Sandusky.

We have tailored our product to maximize for-sale units on the site and provide homeowners with the opportunity for passive income. Despite rising interest rates, we believe there will be a large demand for these homes thanks to the passive income component and Sandusky's new construction tax abatement.

As you will see in our proposal, we believe that we can deliver this development by offering a purchase price to the City of Sandusky for $300,000. Making economic projections in today's climate is not only challenging, but highly speculative, and we are committed to transparency as we navigate the realities of development.

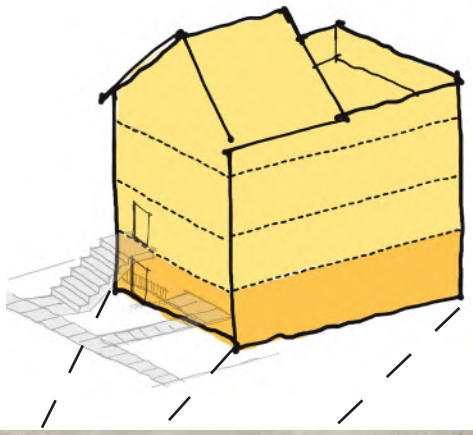
We appreciate your consideration for this important work, and we believe that an authentic understanding of this unique place must be woven through every element of the design, while balancing the realities of construction. Our approach places value on existing places and strengthens them in new ways to better serve the needs of all for an exciting future.

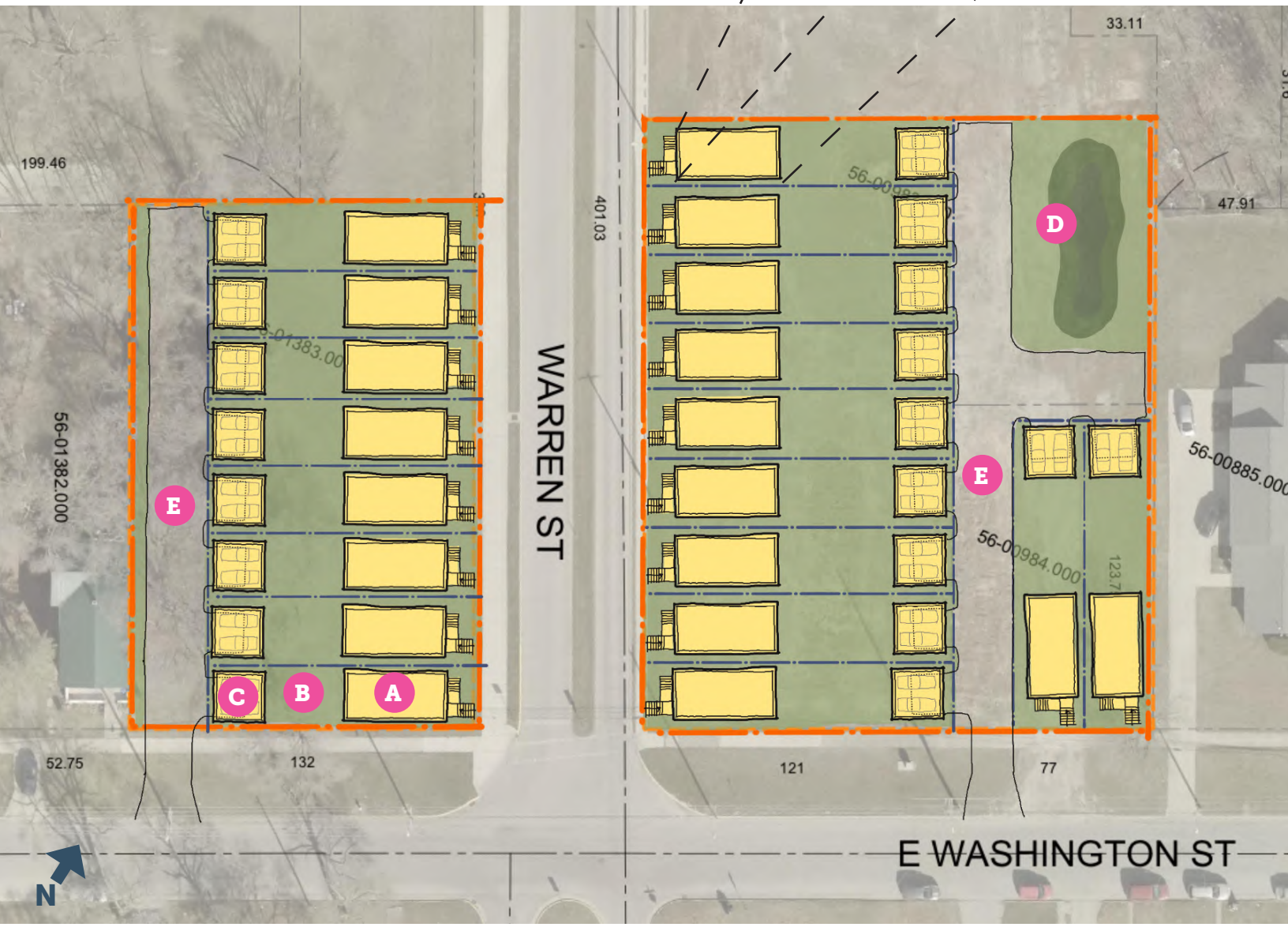
Sincerely,

JC LANDHOLDINGS



Justin Carson
Owner | Developer





SITE DEVELOPMENT NOTES

A - 19 FEE SIMPLE LOTS WITH UP-DOWN DETACHED HOMES - LOTS ARE APPROXIMATELY 3,000 SF AND EACH RESIDENTIAL STRUCTURE IS APPROXIMATELY 2,400 SF (Typical)
C - PRIVATE YARDS / GREEN SPACE (Typical)
B - DETACHED GARAGES (Typical)
D - LANDSCAPED DETENTION BASIN
E - SHARED PRIVATE ACCESS DRIVE

DEVELOPMENT VISION

It is our understanding that Sandusky is In need of density with both for-sale and rental units. There is desire to maximize the number of units on these parcels of land as well as have connection to the burgeoning downtown district. Our team's primary goal is to create homes that appeal to a wide array of buyers and/or renters.

NEIGHBORHOOD COMPATIBILITY

We recognize the abundance of development activity and investment taking place in Sandusky and support the city's goal for new construction housing on this previous manufacturing site. Despite its former commercial use, the site sits within a well-established residential neighborhood. Our approach is to take cues from the neighboring residential building fabric - from single family homes to small multi-family properties - and introduce a product and development pattern that complements and supports those typologies.

Our vision is for a cohesive development that consists of fee simple lots - each lot approximately 25' wide by 120' deep. Each lot will contain a main residential structure compromised of an up-down unit configuration. The ability to add a garden level unit not only increases the residential density of the site, but adds a layer of affordability by providing opportunity to finance homeownership while creating an additional lower cost housing option. This model has been extremely successful in transitional neighborhoods through its ability to attract first-time homebuyers and families who offset their mortgage costs with rental income and empty-nesters looking for walkable neighborhoods, new construction and an investment property.

The scale of the development will be in line with the existing context. To mitigate any height concerns, the garden level unit will have a sub-grade finish floor level, and the roof truss bearing will sit below the typical third floor ceiling height.

SITE DESIGN

Our approach to the site layout is to activate Warren Street by situating the front entrances of the residential units along the street and closely engage with the sidewalk. The City's recent infrastructure investments here create a welcoming environment that will be enhanced with engaging front doors along its length. This will create a pleasant, urban pedestrian experience. Access drives located off of East Washington Street will create dedicated routes for vehicles that limit curb cuts and increase pedestrian safety. This also allows closer placement of buildings; creating a stronger urban edge that is uninterrupted by driveways. To accommodate parking, detached garages (2-cars per lot) will be provided. We are open to exploring the possibility of additional off-street parking if desired. The design and selection of garage doors will be carefully considered to minimize any concerns of negative visual impact.



GREEN AND OPEN SPACE

As part of our approach to site design, we carefully considered how to most effectively and thoughtfully weave green space into the development. Our team feels that private backyards will be an attractive amenity that appeals to a wide array of people and interests. This allows for the opportunity to garden, relax, and play. Ultimately, it affords flexibility alongside a dense, urban living option.

While the extent of required stormwater management is not known at this time, it is an anticipated component of the site development. We will explore options for above-grade landscape detention ponds and below-grade detention basins or permeable pavers. We will seek to balance stormwater management requirements, functional green space, marketability, and budget.

BUILDING DESIGN

Our approach is simple. We envision each lot will contain a residential structure approximately 20' wide by 40' deep. A rear-loaded detached garage will be provided at the end of each lot.

The (upper) main unit will be approximately 2,000 sf. The primary living level will be 800 sf and contain kitchen / living / dining space. The 800 sf bedroom level will contain 2 to 3 bedrooms. On the third floor, a 200-300 sf recreation room will sit adjacent to a roof deck, providing entertaining or living space with views towards Lake Erie. The lower unit will consist of an approximately 800 sf, one-bedroom apartment on a single level, with private entrance at the street level.

The exterior design of the Iron District development will be welcoming, engaging, and marketable. While the forms of the structures will draw on the historic architecture of the existing Iron District neighborhood fabric, we will utilize contemporary materials and details to create a compelling and attractive housing option. This development provides an opportunity to further communicate Sandusky's exciting momentum as a place to live, work and play. Ultimately, our goal is to create a sophisticated design that is grounded in the reality of today's construction climate.







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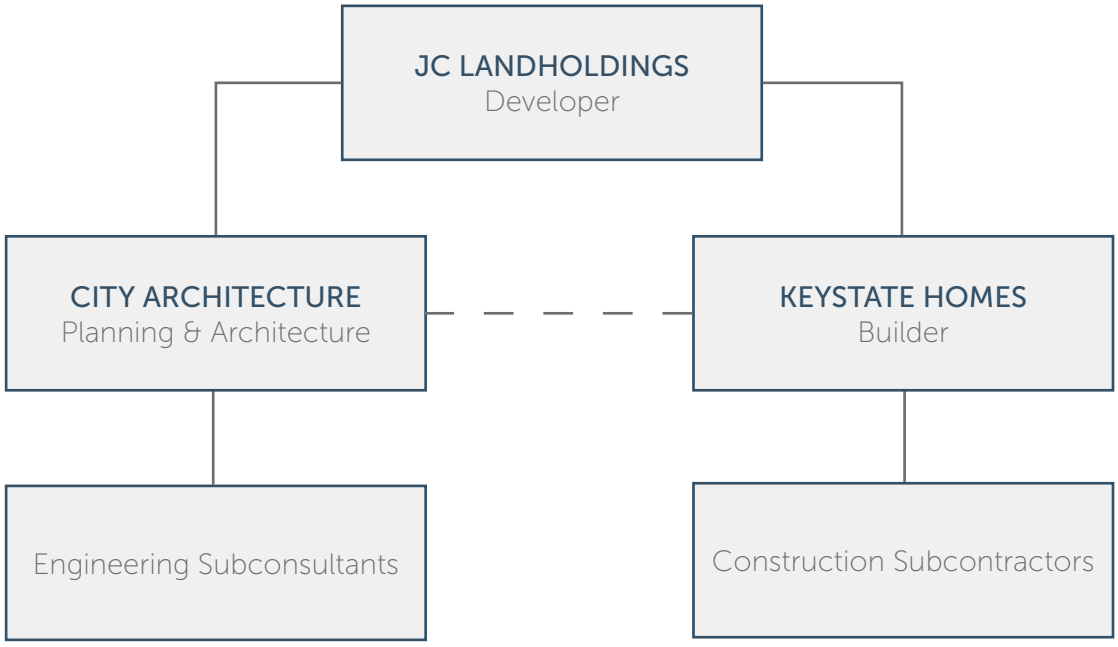
PROJECT TEAM

Our team has been carefully curated to bring together development and construction capacity alongside a passion and track-record for high quality development in Sandusky. Our team's unique features include:

- Invested development partners in Sandusky
- Nearly 20,000 residential units designed
- Experience navigating public process in engaged communities
- Experience working with the Cuyahoga Land Bank to develop multiple infill homes in the City of Cleveland and inner ring suburbs.
- Experience working with the City of Shaker Heights to develop multiple homes in the City of Shaker Heights.
- Keystate Homes has been recognized with the Cleveland Home Builders Association Green Builder Award year after year.

ORGANIZATION CHART



KEY PERSONNEL

This work requires a personal connection to the various spaces and places, the residents and stakeholders, and to you and your team. For us, a personal connection and commitment is the ultimate accountability. Please meet our team.



JUSTIN CARSON
Developer

Over the course of 20 years, Justin Carson has completed a multitude of projects ranging from single family homes to hundreds of thousands of square feet of historic commercial renovations. Through Justin's tenacity and work with CDC's, economic development teams and local governments, creative ways to complete projects that compliment the needs and wants of all stakeholders has been top of mind to get projects over the finish line.



ANDREW GOTLIEB
Builder

Andrew Gotlieb is a highly regarded builder, particularly among peers, and sits on the executive board of the Home Builders Association. In 2021, he was recognized at the national level and featured in Pro Builders Magazine 40 Under 40. Andrew and his team will lead the construction for the Iron District sites.



ALEX PESTA, AIA, AICP, LEED AP
Principal-in-Charge

Alex Pesta leads City Architecture's Planning & Urban Design practice. Our team's experience working in Sandusky and similar communities brings an added layer of expertise, and Alex will be instrumental in guiding a process that embraces community feedback.



KATIE VEASEY GILLETTE, AIA, LEED AP
Project Architect

Katie Gillette's passion for creating impactful community-oriented architecture has positioned her to lead many of City Architecture's urban infill residential developments. She enjoys creating innovative, beautiful, functional homes that appeal to a wide audience.

JC LANDHOLDINGS

A serial entrepreneur who started his first company, JC Beertech, which he still owns/operates, at the age of 17, is known for being an early adopter and the creation of innovative craft beers. He founded Platform Beer Company in 2014, which scaled quickly and was purchased by AB-InBev within five years.

In 2017, Justin founded Breakwall Analytics, a data-centric software solution development company. He is additionally a real-estate developer, primarily in Cleveland and Sandusky, Ohio, and is passionate about community development and sustainability.







KEYSTATE HOMES & DEVELOPMENT

COMPANY HISTORY AND SERVICES PROVIDED

Founded by Mina & Avner Gotlieb in 1979, Keystate Homes has designed and built numerous homes all over Northeast, Ohio. We provide built-to order residences, residential development, turnkey projects and infill housing, all while ..... Placing our clients needs first.

Avner's passion for providing excellent customer care extends to his son Andrew, whose fervor, determination and industry knowledge is unmatched. Before assuming ownership of Keystate Homes in 2014, Andrew worked as a national planning and zoning manager after earning his Masters in Urban Planning from the Maxine Goodman Levin College of Urban Affairs, where he now is an adjunct Professor. Collectively, Avner and Andrew have more than 70 years' experience in the housing industry.

We are a team of dedicated, passionate craftspeople focused on providing first-class customer service and delivering high quality, customizable homes to our clients. We believe in "homes," not "houses," and we pride ourselves on our perfect execution and impeccable attention to detail.

MINA GOTLIEB

In 1979 when Avner started Keystate Homes, he knew he couldn't do it alone. Mina, has always been the Keystone to Keystate. Mina is involved in daily decision making and consults with the Keystate Homes eam on regular basis. She shares a passion for Interior Design and Architecture. Mina, holds a degree in Art and Interior Design from Ursuline College. Mina has been involved with every project of Keystate Homes since 1979. Mina, who's father was a carpenter shares the passion for residential construction. She and Avner have been partners in life, with over 50 years of marriage.

AVNER GOTLIEB

Building homes since 1969, Avner started Keystate Homes in 1979. Prior to starting Keystate Homes Avner worked for National Home Builders. Avner has more than 54 years of real estate experience in residential project management, property management and property ownership. Along with an extensive background in residential development, Avner has expertise in custom home building, affordable home building, multi-family development, restoration, home remolding and turnaround of commercial and residential real estate projects.

ANDREW GOTLIEB

Andrew is a lifelong resident of Northeastern Ohio and has a passion for real estate specifically, custom home building. Andrew has eleven years of experience working in the real estate sector, working in real estate due diligence, commercial property development, residential development and financial analysis. Andrew graduated from The Ohio State University with a Bachelor of Arts in Urban Geography. It is at The Ohio State University that Andrew studied City & Regional Planning from the Knowlton School of Architecture. In 2012 Andrew graduated from Cleveland State University with a Masters in Urban Planning, Design, and Development with a specialization in Real Estate Finance. Andrew currently sits on the Board of Trustees for The Greater Cleveland Home Builders Association.

KEYSTATE HOMES

City Architecture

City Architecture practices with an underlying belief that our work transcends planning and architecture, and the space we create extends beyond the physical places our firm is entrusted to design. We seek to influence policies and decision-making processes to develop progressive communities that truly serve the people we represent. And because we recognize this space doesn't exist for everyone, we are committed to **CREATE SPACE WITH PURPOSE** for all, all the time.

We are leaders in providing an array of services for all types of development, carrying out comprehensive neighborhood planning efforts, creating architectural designs and providing a framework for implementation. Through this, we have gained the trust and experience necessary to perform at all scales and budgets. We do this while placing the local community at the center of each process.

This work is guided by our Core Values:

We **LEAD BY DESIGN**, paving the way toward a more equitable and connected future. Our work is not only strengthened by more than three decades of professional experience, but most importantly, by helping to elevate the stories of the people who ultimately use the spaces we design. Our unwavering commitment to design guides everything we do. Our team is comprised of community leaders who serve on boards, design review committees and commissions. We believe great design is possible at every scale, for every client. And while we don't measure our success based on the amount of awards by which our work has been honored, our team has earned a myriad of recognitions based on design excellence.

We **CONNECT** people and places, both physically and socially, to help bridge gaps where current divides may exist, and to help everyone learn, understand and reflect simultaneously. We promote transparency and trust among all parties, and between all buildings and neighborhoods.

We **CHAMPION** community members who make up the very fabric of the neighborhoods in which we work. Our professional staff approaches each project with an authentic passion, tireless commitment and neighborhood understanding. Through our track record of successful collaborations and extensive previous experience, our team will ensure client and community needs alike are carried through a project's development.

We design projects and processes that **ENDURE** the test of time and evolve from envisioned plans. We strive to make long-lasting community impacts through every effort with which we are involved.

Sandusky 2018 Plan & Bicentennial Vision

Sandusky, Ohio









City of Sandusky

Planning, Urban Design

APA Ohio Chapter Planning Awards - Comprehensive Planning (Small Jurisdiction)

City Architecture was commissioned to lead the process of creating a community wide five-year strategic plan and comprehensive physical master plan for the City of Sandusky in order to position the city for long term growth and prosperity. A critical part of City Architecture's planning process was Community Engagement. The Sandusky 2018 Plan has included a number of innovative outreach initiatives, including a waterfront boat tour, neighborhood meetings on city buses, one-on-one interviews, focus groups, a social media campaign, videos, and community surveys. The resulting support and "buzz" about the plan led to productive work sessions and implementation strategies that are resident driven, helping to ensure the plan continues to influence decision making and build momentum as the plan moves beyond adoption to implementation.

Jackson Street Pier

Sandusky, Ohio







City of Sandusky

Urban Design

Great Places in Ohio Award - APA Ohio

Honor Award - American Council of Engineering Companies of Ohio

Public Space Architectural Design of the Year - NAIOP Northern Ohio

Sandusky's Jackson Street Pier is a nearly 4-acre space on the waterfront that provides scenic views of Sandusky Bay, opportunities for fishing and docking for ferry boats that take travelers to Canada and the Lake Erie Islands. Its primary use as a large surface parking lot was seen by the City and many residents as an underutilized asset and key piece to the downtown revitalization process, which was highlighted in the City's Bicentennial Plan. City Architecture and Osborn Engineering were engaged to lead a community-focused design process to create a new urban park on the pier that would accommodate current uses while providing new amenities and opportunities for programming. The resulting design includes a flexible pavilion space, reconfigured boardwalk along the perimeter, a great lawn that slopes up to create a set of seating terraces for lake viewing, improved fishing facilities and new picnic areas, along with the maintenance of parking and ferry access. The design creates an exciting new space for residents and visitors to enjoy Lake Erie.

Shoreline Drive

Sandusky, Ohio







City of Sandusky

Urban Design

Honor Award - American Council of Engineering Companies of Ohio

Silver Medal Award - Greater Cleveland Trails and Greenways Conference Trails Showcase

Shoreline Drive connects Downtown Sandusky to a range of waterfront recreational, industrial and residential uses. Its recent history, however, has been utilitarian in nature – a place for deliveries, dumpsters for downtown businesses, etc. To support the redevelopment of adjacent Jackson Street Pier, the City saw an opportunity to re-envision Shoreline Drive as more of a front door for visitors arriving via water and an important connector to an evolving range of waterfront uses.

The street's right-of-way has been redistributed to accommodate rear-angled parking, outdoor dining and amenity spaces for downtown businesses and a new multi-purpose path that will support pedestrian movement and the Bayfront Connector bike trail. Landscaping, pocket parks and seating will encourage strolling and a comfortable connection between the city's impressive set of waterfront amenities.

Avenue District Townhomes

Cleveland, Ohio







Knez Homes

Architecture

The Avenue District Townhomes will complete a vision - developed over a decade ago - for Downtown Cleveland housing along Superior Avenue. A 12-unit building at Superior Avenue and East 14th Street has been recently completed, and 27 units between East 14th and 15th Streets will begin rising soon. There are a variety of townhome sizes (ranging from 1,900 to 2,800 square feet) and configurations to provide diversity in pricing and lifestyle. Four stories tall, they include varying layouts of penthouses and rooftop decks, plus attached garages.

The proposed site configuration complements previous development phases and neighboring apartments while establishing a strong street presence on Superior Avenue, clearly delineating public and private areas. This type of development promotes a walkable urban neighborhood and will provide more inventory of sought-after for-sale housing in Downtown Cleveland.

Aging-in-Place Urban Infill Homes

Cleveland, Ohio







Cuyahoga Land Bank

Architecture

A popular definition of aging-in-place is “the ability to live in one’s own home and community safely, independently, and comfortably, regardless of age, income, or ability level.” Many adults over the age of 65 report that they would prefer to stay in their residence as they age. Recognizing that many of Cleveland’s older neighborhoods do not have housing stock that supports this, the Cuyahoga Land Bank set out to develop a product to address this need. The design is compatible with the neighborhood while providing flexibility to support residents’ shifting needs as they age. Important features include a first floor bedroom and bathroom with walk-in shower, first floor laundry, 36 inch doorways, and adaptability for an entrance ramp to easily be constructed in the future. The open concept floor plan provides flexibility for furniture and maneuverability; and durable, low-maintenance finishes were intentionally selected. As the demand for this type of housing continues to rise, this prototype offers a flexible, adaptable, and attractive new option.

Urban Infill Ranch House

South Euclid, Ohio





Cuyahoga Land Bank

Architecture

The Cuyahoga Land Bank has recognized a need throughout Cleveland and many inner ring suburbs for housing that better supports single floor living. With this in mind, **City Architecture** has collaborated with the Land Bank and other partners to design a new prototype that accommodates common forty foot wide lots. The home features an open floor plan, 3 bedrooms, 2 bathrooms, and a basement. The primary suite includes a large, private bath and walk-in-close to enhance the marketability of this new product.

Part of the development of this property was to pursue minor zoning variances. These variances were well received by the board of zoning appeals as well as neighboring residents.

Keystate Homes is nearing construction completion of this urban infill home.

FOSTERING TRUSTED PARTNERSHIPS

The best way to find out what experience you receive working with our team is by asking our clients. Below are a few clients we have worked with recently on similar projects to whom you are encouraged to reach out.

Tom McNair
Executive Director
Ohio City Inc.
216-781-3222
tmcnair@ohiocity.org

David Lukas
Assistant Director of
Community & Economic Development
Summit County
330-643-2533
dlukas@summitoh.net

Adam Davenport
Chief City Planner - Neighborhood Section Lead
City of Cleveland
216-664-3800
adavenport@clevelandohio.gov

Jennifer Vazquez-Norman
Programs Operations Manager
Cuyahoga Land Bank
216-698-4608
jnorman@cuyahogalandbank.org

Tania Menesse
President & Chief Executive Officer
Cleveland Neighborhood Progress
216-830-2770
TMenesse@clevelandnp.org

John Anoliefo
Executive Director
Famicos Foundation
216-791-6476
JohnA@famicos.org

Sally Martin
Director of Building & Housing
City of Cleveland (Formerly South Euclid)
216-664-2282
smartin3@clevelandohio.gov

DIVERSITY INITIATIVE

Our team is fully committed to maximizing economic opportunities for residents and businesses in the communities in which we develop properties. We have experience and involvement working with Local Construction Trades, Minority and Women Business Enterprise firms and local governments to ensure our projects promote a high level of diversity.

City Architecture places value on being a diverse and inclusive organization. We find that our varied perspectives and lived experiences ultimately enable us to deliver a responsive approach to design excellence. We work in many underrepresented communities and continue to make REI training, office-wide discussions, and listening sessions an on-going part of our practice to help us connect with and champion those we serve.

As part of our organization's on-going strategic planning initiatives, City Architecture has recently elevated women and African American men into leadership roles in the firm, positioning them for the opportunity to become partners. Additionally, within the last 36 months we have hired six full-time employees. Five of those hires are women or minorities.

In an effort to attract and retain diverse talent, we will continue to recruit our co-op students from schools with increasingly diverse populations, provide and outline opportunities for growth, and maintain and evolve a culture that elevates people of all backgrounds and demographics.

Lastly, our firm's 'of-service' mentality extends beyond our daily practice. Our team has created a series of outreach and empowerment programs in which we volunteer with various partners. Our approach aims to introduce youth to various facets of architecture and design in attempts to break down barriers and cultivate future designers. We believe this is critical work in our collective on-going efforts to increase diversity within the practice of planning, design and architecture.

This intentional approach takes time – however, we believe true change is rooted in long-term strategies that we strengthen and promote through daily actions. While we track metrics as a guidepost, it is important to remember that this is about people, not numbers. We will continue to work to create a firm that above all, values the representation of those we serve.

SUSTAINABILITY

We believe in sustainability in many forms. We aim to design places that are economically, socially and environmentally sustainable. This approach is rooted in our belief that investments in core communities are inherently sustainable and equitable. We believe it is our duty to be respectful of our environment and to ensure a healthy future for subsequent generations. This commitment permeates our design process and informs all that we do - sustainability is an integral part of good design.

We are constantly exploring ways to increase value for our clients through creative design and innovative use of materials and systems. Combining these objectives, City Architecture has become a regional leader in the implementation of sustainable planning and green building design principles throughout our work. We have also impacted policies through this work by participating in pilot processes such as LEED for Neighborhood Design and USEPA Brownfield Planning awards. City Architecture has championed 18 LEED Certified initiatives, 42 Enterprise Green Communities developments, and multiple National Green Building Standard and high-performance buildings.

While our sustainable lens often begins in the planning stages, we believe its maximum impact is at the individual project scale. Individual project characteristics and requirements necessitate unique strategies, and we strive to incorporate design features that are truly of value to our clients and their communities.

Green Building is at the forefront of all development for Keystate Homes. As such, Keystate has developed a robust specifications that establishes minimum construction standards to ensure the creation of healthy and efficient homes. A Green Home is a Healthy Home.

COMMUNITY PROCESS

An intentional and thoughtful community process yields successful results for development. We work to create project champions (inside and outside of local governments and boards) to help support presentations and public meetings. The process must remain fluid, as no two communities are alike. We believe efforts such as the redevelopment of Jackson Street Pier, Woodhill Homes, and I Promise Housing speak to our team's ability to solicit community feedback that provides valuable input to each development approach and creates excitement within the community.

Our goal for the Iron District redevelopment sites will be to work collaboratively with vested stakeholders in the neighborhood, to ensure our approach is complementary and compatible with ongoing investment in the neighborhood and greater city.

PROJECT FINANCIALS

CONCEPT PROFORMA

Construction Cost Per Unit			$ 444,000
Total Construction Cost	19	units	$ 8,436,000
AE Cost Per Unit			$ 21,000

Notes:

Infrastructure and utilities cost included in construction
2,400 sf per unit @ $185/sf (all-in) construction cost
Acessory Dwelling Unit Optional Upgrade - Rough-in included

Sales Scenarios			
Potential Sale Amount	$ 499,000	$ 550,000	$ 600,000
Construction	$ (444,000)	$ (444,000)	$ (444,000)
Architectural	$ (21,000)	$ (21,000)	$ (21,000)
Lot Acquisition	$ (15,789)	$ (15,789)	$ (15,789)
Net	$ 18,211	$ 69,211	$ 119,211

FINANCIAL CAPACITY TO SECURE NECESSARY FINANCING

JC Landholdings has proven to be a strong partner and lead on complex deals that show the success of private and public partnerships. Through firm relationships with banks, and equity providers JC Landholdings has a proven track record of project completion. Working with municipalities to complete historic commercial renovations has provided knowledge on project structuring, as well as understanding creative financing packages.

JC Landholdings takes a step by step process. First, they take the time to find what is going to be the best fit for the community as a whole. Secondly, establishing a budget based on real data from market research and historical data. Finally, economic viability is proven through a study of the numbers to ensure a positive rate of return.

Transparency is absolutely the key to the success of any project- especially a public and private partnership. Creative approaches are necessary in the current environment, and JC Landholdings has a proven track record of doing so. They are familiar with the process and procedure of economic development and incentive tools used to ensure projects get completed. JC Landholdings believes that their success is the success of the community.

PROPOSED PROJECT TIMELINE

Our team is committed to a thorough and intentional process. We will work with the City of Sandusky to set an appropriate pace that balances momentum, inclusion, and technical excellence. Based on our understanding, we anticipate beginning construction in 12-24 months of RFP award, contingent on community engagement process, collection of technical data such as property surveys and environmental information, and review processes.

Our plan will be to construct 4 units at a time, and proceed with future phases of construction as previously units sell.