



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
OCTOBER 22, 2018 at 5 p.m.
CITY HALL, 222 MEIGS STREET**

INVOCATION	D. Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Brady, G. Lockhart, N. Twine, D. Murray, N. Lloyd, W. Poole & D. Waddington
APPROVAL OF MINUTES	October 9, 2018
AUDIENCE PARTICIPATION	
PRESENTATION	Greg Voltz, Planner Public Art & Placemaking Plan
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Nicole DeFreitas, Transit Administrator

AUTHORIZATION TO DISPOSE OF TEN SANDUSKY TRANSIT SYSTEM VEHICLES

Budgetary Information: Proceeds from the sale of the items will be placed into the Rural Transit Fund as non-transportation revenue, which will be matching funds for the Rural Transit Grant.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of ten (10) transit vehicles as having become unnecessary and unfit for city use pursuant to Section 25 of the City Charter; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

FIRST READING

B. Submitted by Stuart Hamilton, IT Manager

DISPOSAL OF COMPUTERS AND COMPUTER EQUIPMENT

Budgetary Information: There is no budgetary impact. The items will be donated to the Goodwill Industries of Erie, Huron, Ottawa and Sandusky counties, Inc. at no cost to the City.

RESOLUTION NO. _____: It is requested that a resolution be passed authorizing the disposal of used computers and related equipment as being unnecessary and unfit for City use pursuant to Section 25 of the City Charter.

FIRST READING

C. Submitted by Aaron Klein, Director of Public Works

ANNUAL DISCHARGE FEE PAYMENT TO OHIO EPA FOR WASTE WATER TREATMENT PLANT

Budgetary Information: The total amount of \$15,550.00 will be paid with Sewer Funds and has been appropriated in the O & M Budget for 2018.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the Finance Director to make payment to the State of Ohio Environmental Protection Agency for the annual discharge fee for NPDES permit number 2PF00001 for the Wastewater Treatment Plant for the CY 2018.

REGULAR AGENDA ITEMS

FIRST READING

ITEM #1 - Submitted by Greg Voltz, Planner

ADOPTION OF PUBLIC ART & PLACEMAKING MASTER PLAN

Budgetary Information: There is no budgetary impact for the adoption of the Master Plan.

ORDINANCE NO. _____: It is requested an ordinance be passed approving and adopting the Public Art and Placemaking Master Plan for the City of Sandusky.

ITEM #2 - Submitted by Matt Lasko, Chief Development Officer

LEVYING SPECIAL ASSESSMENTS FOR IMAGINE BAKING PROJECT

Budgetary Information: There are no budgetary impacts resulting from this ordinance, however, the City will receive special assessment payments made by the O'Donnell's to the County and will service as a pass-through agent and send the payments to the Toledo-Lucas County Port Authority to retire the loan.

ORDINANCE NO. _____: It is requested an ordinance be passed levying special assessments for the John and Adrienne O'Donnell, LLC Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #3 - Submitted by Matt Lasko, Chief Development Officer

LOAN AGREEMENT WITH ERIE COUNTY LAND REUTILIZATION CORPORATION (ECLRC) FOR DEMOLITIONS

Budgetary Information: The city will be responsible for providing loan proceeds to ECLRC in an amount not to exceed \$125,000 from the Real Estate Development Fund. These funds can only be disbursed during calendar year 2018 and must be returned to the City in full no later than six (6) months from the effective date of the Demolition Loan Agreement.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a Demolition Loan Agreement in the amount of \$125,000.00 to the Erie County Land Reutilization Corporation (ECLRC) for the purposes of furthering blight elimination efforts within the City; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #4 - Submitted by Nicole DeFreitas, Transit Administrator

SERVING OUR SENIORS AGREEMENT FOR LEASING VEHICLES

Budgetary Information: There is no cost associated with this ordinance. It is intended to cooperatively plan for the future of transit services in Sandusky, Erie County political subdivisions and local agencies.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Lease Agreement with Serving Our Seniors (SOS) for the purpose of leasing five (5) transit vehicles for use by 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 Aaron Klein, Director of Public Works

OWDA LOAN FOR JACKSON STREET PIER PROJECT

Budgetary Information: For the city-wide and wholesale rate studies recently finalized, it was anticipated that an OWDA loan would be obtained and paid as follows:

Planning	\$ 23,352.00
Construction & Design	\$ 992,707.00
Contingency (10%)	\$ 101,605.90
OWDA Administrative Fee (0.35%)	\$ 3,911.83
Capitalized Interest (2.18%) \$69,489.91 x 20	\$ 268,221.37
	\$1,389,798.10

The entire cost would be reimbursed over 20 years from the Sewer and Water Funds via a low interest loan. Final loan amount will be based on actual final costs.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing a Cooperative Agreement between the City of Sandusky and the Ohio Water Development Authority (OWDA) to finance the cost of planning, design, and construction for the Jackson Street Pier Rehabilitation Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #6 - Submitted by Aaron Klein, Director of Public Works

OWDA LOAN AGREEMENT FOR SHORELINE DRIVE PROJECT

Budgetary Information: For the city-wide and wholesale rate studies recently finalized, it was anticipated that an OWDA loan would be obtained and paid as follows:

Planning	\$ 96,416.00
Construction & Design	\$4,192,661.00
Contingency (10%)	\$ 428,908.00
OWDA Administrative Fee (0.35%)	\$ 16,512.95
Capitalized Interest (2.24%) \$217,587.51 x 30	\$1,793,128.35
	\$6,527,626.30

The entire cost would be reimbursed over 30 years from the Sewer and Water Funds via a low interest loan. Final loan amount will be based on actual final costs.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing a Cooperative Agreement between the City of Sandusky and the Ohio Water Development Authority (OWDA) to finance the cost of planning, design, and construction for the Shoreline Drive Rehabilitation Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #7 - Submitted by Aaron Klein, Director of Public Works

PURCHASE OF BULK HIGHWAY DEICING ROCK SALT FOR CY 2019

Budgetary Information: Funds for the purchase of bulk rock salt are routinely included in the Division of Traffic’s operating budget each year. The total allocation for 2019 is \$193,200.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase bulk highway deicing rock salt for the Division of Traffic Services to be used in the CY 2019 from Morton Salt, Inc., of Chicago, Illinois; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #8 - Submitted by Jane Cullen, Assistant City Engineer

APPLICATION FOR OPEA LOAN FOR PIER TRACK PUMP STATION & FARWELL PUMP STATION IMPROVEMENTS

Budgetary Information: There is no budgetary impact at this time for submitting the application.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing and directing the City Manager to file an application with the Ohio Environmental Protection Agency (OPEA) for a loan through the Water Pollution Control Loan Fund (WPCLF) Program for the design and construction of the Pier Track Pump Station and Farwell Pump Station Improvements Project; and declaring that this Resolution 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

Buckeye Broadband broadcasts on Channel 76:

Monday, October 22 at 8:30 p.m.

Tuesday, October 23 at 5 p.m.

Monday, October 29 at 8:30 p.m.

Online:

www.YouTube.com and search for “City of Sandusky Commission”



PLANNING DEPARTMENT

Division of Transit

222 Meigs Street
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Nicole DeFreitas, Transit Administrator

DATE: October 10, 2018

SUBJECT: TO REQUEST PERMISSION TO DISPOSE OF VEHICLES NO LONGER IN SERVICE WITH THE SANDUSKY TRANSIT SYSTEM

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize legislation to dispose of ten vehicles, pursuant to Section 25 of the City Charter.

BACKGROUND INFORMATION: The vehicles and items listed below have been determined by the ODOT Guidelines and the Transit Administrator to be beyond their useful life or of no use to the City and is recommending that the vehicles be declared obsolete, unnecessary and unfit for City use. It is requested the items be sold on "Gov Deals", which is an internet auction site for governmental entities.

2010 Ford Light-Duty Bus, 192,120 miles, VIN -1F1E4FS1ADA65733. This vehicle was purchased used and went into service in June of 2010 for the operation of the public transportation.

2010 Ford Light-Duty Bus, 161,716 miles, VIN - 1F1E4FSXADA65732. This vehicle was purchased used and went into service in June of 2010 for the operation of the public transportation.

2010 Ford Light-Duty Bus, 204,789 miles, VIN - 1F1E4FS3ADA65734. This vehicle was purchased used and went into service in June of 2010 for the operation of the public transportation.

2010 Ford Light-Duty Bus, 186,057 miles, VIN - 1F1E4FS9ADA65737. This vehicle was purchased used and went into service in June of 2010 for the operation of the public transportation.

2010 Ford Light-Duty Bus, 308,957 miles, VIN - 1F1E4FS1ADA65747. This vehicle was purchased used and went into service in June of 2010 for the operation of the public transportation.

2010 Ford Light-Duty Bus, 171,265 miles, VIN -1FTDS3ELXADA65442. This vehicle was purchased used and went into service in August of 2010 for the operation of the public transportation.

2010 Ford Light-Duty Bus, 184,297 miles, VIN -1FTDS3EL1ADA64543. This vehicle was purchased used and went into service in September of 2010 for the operation of the public transportation.

2010 Ford Light-Duty Bus, 186,846 miles, VIN - 1FTDS3EL1ADA65496. This vehicle was purchased used and went into service in September of 2010 for the operation of the public transportation.

2010 Ford Light-Duty Bus, 179,172 miles, VIN - 1FTDS3EL3ADA65497. This vehicle was purchased used and went into service in September of 2010 for the operation of the public transportation.

2010 Ford Light-Duty Bus, 241,601 miles, VIN - 1F1E4FS2ADA65739. This vehicle was purchased used and went into service in June of 2010 for the operation of the public transportation.

BUDGETARY INFORMATION: Proceeds from the sale of the items will be go to the Rural Transit Fund as Non-Transportation Revenue, which will be matching funds for the Rural Transit Grant.

ACTION REQUESTED: It is requested the attached legislation be approved authorizing the disposal of the vehicles and equipment listed above. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow for the depreciating items to be placed on the internet and sold at the earliest opportunity to continue with good housekeeping practices.

Nicole DeFreitas

Transit Administrator

I concur with this recommendation:

Eric Wobser

City Manager

Angela Byington

Director of Planning

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF TEN (10) TRANSIT VEHICLES AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Section 25 of the City Charter authorizes the City Manager to conduct all sales of personal property that has become obsolete, unnecessary and unfit for City use; and

WHEREAS, the following vehicles used by the Sandusky Transit System have been determined by the Transit Administrator, based upon guidelines from the Ohio Department of Transportation, to be beyond their useful life and/or of no use to the City and it is being recommended that these vehicles be declared obsolete, unnecessary and unfit for City use and it is requested the items be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities:

<u>Year / Make / Model</u>	<u>Vehicle ID Number</u>	<u>Mileage</u>
2010 Ford Light-Duty Bus	1F1E4FS1ADA65733	192,120
2010 Ford Light-Duty Bus	1F1E4FSXADA65732	161,716
2010 Ford Light-Duty Bus	1F1E4FS3ADA65734	204,789
2010 Ford Light-Duty Bus	1F1E4FS9ADA65737	186,057
2010 Ford Light-Duty Bus	1F1E4FS1ADA65747	308,957
2010 Ford Light-Duty Bus	1FTDS3ELXADA65442	171,265
2010 Ford Light-Duty Bus	1FTDS3EL1ADA64543	184,297
2010 Ford Light-Duty Bus	1FTDS3EL1ADA65496	186,846
2010 Ford Light-Duty Bus	1FTDS3EL3ADA65497	179,172
2010 Ford Light-Duty Bus	1F1E4FS2ADA65739	241,601

WHEREAS, the proceeds from the sale of the vehicles will be placed into the Rural Transit Fund as non-transportation revenue and used as matching funds for the Rural Transit Grant; 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 for the depreciating buses that are no longer in service to be placed on the internet for auction at the earliest opportunity and to continue with good housekeeping practices; 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 finds and determines that the ten (10) transit vehicles described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the ten (10) transit vehicles no longer needed for City purposes through internet auction with the proceeds from the sale of the vehicles to be placed in the Rural Transit Fund.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 22, 2018



ADMINISTRATIVE SERVICES

222 Meigs Street
Sandusky, Ohio 44870
Phone: 419-627-5969
shamilton@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Stuart Hamilton

Date: October 10th, 2018

Subject: **Commission Agenda Item – Computer Equipment Disposal**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the disposal of used, obsolete computers and related equipment that have exceeded their recommended service life and are no longer in service and are no longer useful to the Information Technology Department and allowing the items to be donated to the Goodwill Industries of Erie, Huron, Ottawa and Sandusky Counties, Inc.

BACKGROUND INFORMATION: The Goodwill Industries of Erie, Huron, Ottawa and Sandusky Counties, Inc. has informed the City that they are continuing their used computer recycling program and that they would welcome any used computers and related equipment that the City no longer needed. Goodwill uses the proceeds from the recycling program to help fund their employment programs for area residents with disabling and disadvantageous conditions. The Information Technology Department has accumulated a surplus of used computers and related equipment that are obsolete, unnecessary and unfit for City use and is recommending that these items be donated to the Goodwill Industries of Erie, Huron, Ottawa and Sandusky Counties, Inc.

A list of the items that are recommended for donation is attached and marked Exhibit "A".

BUDGETARY INFORMATION: There is no budgetary impact. These items will be donated to the Goodwill Industries of Erie, Huron, Ottawa and Sandusky Counties, Inc at no cost to the City.

ACTION REQUESTED: It is requested that the proper legislation be prepared declaring the used computers and related equipment as unfit for City use as recommended by the Information Technology Manager and allowing the used computers and related equipment to be donated to the Goodwill Industries of Erie, Huron, Ottawa and Sandusky Counties, Inc.

I concur with this recommendation:

Eric Wobser
City Manager

Stuart Hamilton
IT Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

ITEM
Citizen Handy Printer PD-24 (10)
Computer Monitors (17)
Computers/Laptops (30)
CTR-TV Monitor (1)
Desk phones from OLD telephone system
Digital Camera
ID Card Printer (1)
MFP Copier/Printer (10)
Miscellaneous old AV Equipment from Commission Chambers
Miscellaneous Chairs
Miscellaneous cords, connectors and accessories
Miscellaneous server accessories
Network Switches (9)
Outdated cell phone and data devices
Outdated Software
Printers (5)
Server Chassis (3)
Tube Style TV (3)
UPS "Uninterruptable Power Supplies" (6)
Vacuum Cleaners (3)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DISPOSAL OF USED COMPUTERS AND RELATED EQUIPMENT AS BEING UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND APPROVING THEIR DONATION TO THE GOODWILL INDUSTRIES OF ERIE, HURON, OTTAWA AND SANDUSKY COUNTIES, INC.

WHEREAS, the Information Technology Department has accumulated a surplus of used computers and related equipment that have exceeded their recommended service life and are no longer in service and no longer useful to the Information Technology Department; and

WHEREAS, the Goodwill Industries of Erie, Huron, Ottawa and Sandusky Counties, Inc. has informed the City that they are continuing their used-computer recycling program and would welcome any used computers and related equipment that the City no longer needed and the proceeds from this program are used to assist with their employment programs for area residents with disabling and disadvantageous conditions; and

WHEREAS, the following items have been determined to be obsolete, unnecessary and unfit for City use by the Information Technology Department:

Citizen Handy Printer PD-24 (10)
Computer Monitors (17)
Computers/Laptops (30)
CTR-TV Monitor (1)
Desk phones from OLD telephone system
Digital Camera
ID Card Printer (1)
MFP Copier/Printer (10)
Miscellaneous old AV Equipment from Commission Chambers
Miscellaneous Chairs
Miscellaneous cords, connectors and accessories
Miscellaneous server accessories
Network Switches (9)
Outdated cell phone and data devices
Outdated Software
Printers (5)
Server Chassis (3)
Tube Style TV (3)
UPS "Uninterruptable Power Supplies" (6)
Vacuum Cleaners (3)

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 Information Technology, of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

Section 1. This City Commission finds and determines that the used computers and related equipment described in the preamble above have become

obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and authorizes and directs the City Manager to dispose of the used computers and related equipment by donating the items to the Goodwill Industries of Erie, Huron, Ottawa and Sandusky Counties, Inc.

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 shall take effect at the earliest time allowed by Law.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed:



DEPARTMENT OF PUBLIC WORKS

Wastewater Treatment Plant

304 Harrison Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 10, 2018

Subject: Commission Agenda Item – Ohio EPA Annual Discharge Fee for the WWTP CY2018

ITEM FOR CONSIDERATION: Legislation authorizing payment to the Treasurer of the State of Ohio, on behalf of the Ohio EPA, for the annual discharge fee for the year 2018, for National Pollutant Discharge Elimination System (NPDES) Permit Number 2PF00001 for the City's Wastewater Treatment Plant.

BACKGROUND INFORMATION: The Ohio EPA, through the NPDES requires a permit for all Wastewater Treatment facilities, discharging pollutants to a body of water within the State of Ohio, to pay an annual discharge fee. Fees are determined by an average daily discharge flow of the following year and set by a flow chart from the Ohio EPA.

For the Calendar Year 2018, the City of Sandusky is required to pay a discharge fee for the operation of the Wastewater Treatment Plant of \$15,550.00.

BUDGETARY INFORMATION: The total amount of \$15,550.00 shall be paid with Sewer funds and has been appropriated in the O & M Budget for 2018.

ACTION REQUESTED: It is recommended that the proposed payment of the discharge fee with the Ohio EPA be approved to expend funds appropriated in the O & M Budget for 2018, upon receipt of invoice from the Ohio EPA, and make payment prior to the January 31, 2019 due date.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director



John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

**2018 ANNUAL DISCHARGE FEE
2PF00001 PRELIMINARY NOTICE
DO NOT SEND PAYMENT AT THIS TIME**

September 10, 2018

SANDUSKY STP
222 MEIGS ST
SANDUSKY, OH 44870

This is a preliminary notification that your 2018 Annual Discharge Fee (ADF), authorized by Ohio Revised Code (ORC) 3745-11, will be due on January 31, 2019. Do not send payment at this time.

To ensure correct invoices are sent out later this year, and to provide you with adequate time to plan for this expense, the flow and fee due for your facility are listed below. The annual discharge fee for the calendar year 2018 is based upon the average volume of wastewater discharged by your facility during the previous year (2017) between May 1 and October 31. The fee schedule, pursuant to ORC 3745-11, is provided below.

Please review this information carefully. If the flow information is incorrect, you must provide a written explanation and include copies of your electronic Discharge Monitoring Report (DMR) EPA 4500 Forms for May through October 2017 showing the Submission ID at the bottom of the forms. Pursuant to ORC 3745-11(5)(a)(ii), if you are entitled to a pro-rated fee, provide a written explanation. This information must be submitted to ADF e-mail at adf@epa.ohio.gov or hard copies mailed to the address below by October 30, 2018. All communication must include the permit number. Corrections to DMRs must be done in the eDMR system with follow-up notification of changes by email.

ADF Adjustment
Ohio EPA, Division of Surface Water
P.O. Box 1049, Columbus, Ohio 43216-1049

DO NOT SEND PAYMENT AT THIS TIME. THIS IS NOT AN INVOICE

Facility Name: SANDUSKY STP

NPDES Permit No: 2PF00001

Average Daily Flow: 16.591

(Design flow if new facility)

Base Fee: \$15,550.00

Major Surcharge:

TOTAL FEE DUE: \$15,550.00

INDUSTRIAL FACILITIES	
Flow (MGD)	Fee
>0.005 – 0.05	\$ 250
>0.05 – 0.25	\$ 1,200
>0.25 - 1	\$ 2,950
>1 - 5	\$ 5,850
>5 - 10	\$ 8,800
>10 - 20	\$ 11,700
>20 - 100	\$ 14,050
>100 - 250	\$ 16,400
>250	\$ 18,700
Major Surcharge	\$ 7,500

PUBLIC FACILITIES	
Flow (MGD)	Fee
>0.005 – 0.05	\$ 200
>0.05 – 0.1	\$ 500
>0.1 – 0.25	\$ 1,050
>0.25 - 1	\$ 2,600
>1 - 5	\$ 5,200
>5 - 10	\$ 10,350
>10 - 20	\$ 15,550
>20 - 50	\$ 25,900
>50 - 100	\$ 41,400
>100	\$ 62,100

GENERAL PERMIT HOLDERS	
OHS000004 OHV00003	Public Facilities Fee Schedule
OHN000005 OHB00002	Industrial Facilities Fee Schedule
OHW000004	Fixed Fee \$ 180.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE STATE OF OHIO ENVIRONMENTAL PROTECTION AGENCY FOR THE ANNUAL DISCHARGE FEE FOR NPDES PERMIT NUMBER 2PF00001 FOR THE WASTEWATER TREATMENT PLANT FOR THE CY 2018.

WHEREAS, the Ohio Revised Code Section 3745.11(L) requires that an NPDES permit holder that is a public discharger pay a fee as specified in the statute based upon the average daily flow and the City's flow and the corresponding fee is delineated on the invoice received from the Ohio Environmental Protection Agency; and

WHEREAS, the total cost for the annual discharge fee for calendar year 2018 is \$15,550.00 and will be paid with Sewer Funds which have been appropriated in the Operation & Maintenance (O&M) budget for 2018; 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 of the City of Sandusky, Ohio 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 Finance Director to make payment to the Treasurer of the State of Ohio as required by the Ohio Environmental Protection Agency in an amount **not to exceed** Fifteen Thousand Five Hundred Fifty and 00/100 Dollars (\$15,550.00) for the annual discharge fee for NPDES Permit Number 2PF00001 for the Wastewater Treatment Plant for the CY 2018.

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 shall take effect at the earliest time allowed by Law.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed:



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Greg Voltz, Planner

Date: October 9, 2018

Subject: Commission Agenda Item – Adoption of the Sandusky Public Art and Placemaking Master Plan

ITEM FOR CONSIDERATION: Adoption of the Sandusky Public Art and Placemaking Master Plan

BACKGROUND INFORMATION: The Bicentennial Vision, adopted in 2016, prioritized culture as a classic example of a quality of life issue that also drives a destination economy. The presence and investment of millions of visitors in Sandusky annually provides us with resources, dedicated earlier this year, to offer amenities that would typically be unavailable to cities of similar size. These amenities will benefit the quality of life for local residents in addition to attracting visitors.

Children, residents, future residents, and businesses value strong cultural assets like the State Theater, Maritime Museum, Merry-Go-Round Museum, Sandusky Cultural Center, and more. In addition to these cultural institutions, Sandusky has the opportunity to broaden our cultural landscape further with public art. With that in mind the City embarked on an exciting opportunity to stimulate residents and visitors further by entering into a Public Art and Placemaking Master Plan process with Designing Local.

Extensive public and stakeholder involvement was solicited over the course of two public meetings, public online survey, over thirty one on one stakeholder interviews, and three stakeholder meetings. In addition to the Public Art and Placemaking Master Plan, a policy appendix, and administrative guide, was also created to guide development and implementation and to assist in securing future funding.

Some highlights of the plan include setting the context in which the plan was created, during Sandusky's Bicentennial year, as well as setting up a framework to facilitate future public art and placemaking projects, strategies for where art and placemaking opportunities should happen, conceptual programs and projects meant to stimulate ideas, priority action planning, and relevant policy and administrative guides.

The Public Arts and Culture Commission approved the proposed master plan and at their meeting on September 27, 2018, and is recommending the City Commission approve and adopt the Public Art and Placemaking Master Plan for the City of Sandusky.

BUDGETARY INFORMATION: There is no budgetary impact to the adoption of this Master Plan.

ACTION REQUESTED: It is recommended that City Commission approve and adopt the Sandusky Public Art and Placemaking Master Plan.

Greg Voltz, Planner

I concur with this recommendation:

Angela Byington, Planning Director

Eric Wobser, City Manager

cc: K. Kresser, Commission Clerk; T. Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THE PUBLIC ART AND PLACEMAKING MASTER PLAN FOR THE CITY OF SANDUSKY.

WHEREAS, the Public Arts and Culture Commission was created in January of 2018 for the purpose to administer, promote, facilitate, and oversee the creation of public art projects that will promote the cultural heritage and artistic development of the City, enhance the City's character and identity, contribute to economic development and tourism, add warmth, dignity, beauty and accessibility to public spaces, and expand the experience and participation of citizens with visual arts, and in addition, created a Public and Cultural Art and Acquisition Fund (PCAAF) for authorized expenditures which will be funded on an annual basis with general funds based on a formula for establishing the budget of the PCAAF; and

WHEREAS, one of the duties of the Public Arts and Cultural Commission was to prepare, maintain, and update a Public Art Master Plan which identifies locations for public art in the City and identifies specific performing arts venues or locations for development; and

WHEREAS, this City Commission approved an agreement for professional services with Designing Local, Ltd., of Columbus, Ohio, for the creation of a Public Art Master Plan by Ordinance No. 18-067, passed on March 26, 2018; and

WHEREAS, the Public Arts and Culture Commission approved the proposed master plan at their meeting on September 27, 2018, and is recommending the City Commission approve and adopt the Public Art and Placemaking Master Plan for the City of Sandusky; 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 and, NOW, THEREFORE,

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

Section 1. This City Commission approves and adopts the Public Art and Placemaking Master Plan, a copy of which is marked Exhibit "A" and is attached to this Ordinance 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 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 shall take effect at the earliest time allowed by Law.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed:

SANDUSKY

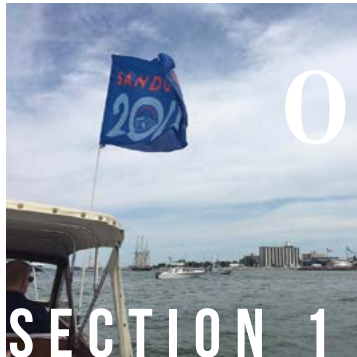
PUBLIC ART AND PLACEMAKING PLAN

OCTOBER 2018

CITY OF SANDUSKY, OHIO



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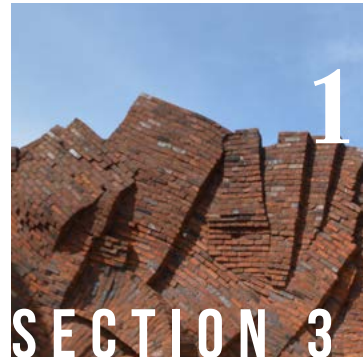
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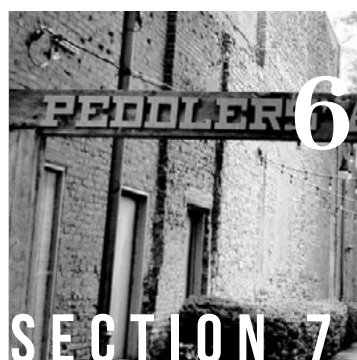
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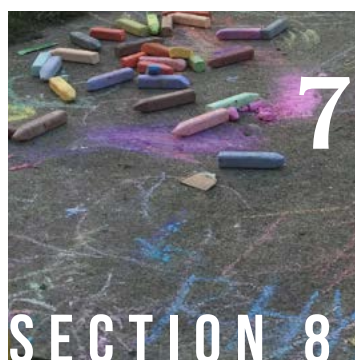
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ACKNOWLEDGEMENTS

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Richard R. Brady, Vice President
Nikki Lloyd
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C. Wesley Poole
Naomi R. Twine
Dave Wadding

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Brian Stanley, Vice Chair
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Jordan Sternberg
Ethan Unzicker

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Talon Flohr, Neighborhood Outreach Coordinator
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Greg Voltz, Planner

DESIGN TEAM

Designing Local, Ltd.

A MESSAGE FROM THE MAYOR AND CITY MANAGER



*Cities are a reflection of their history, culture and people,
which can be expressed collectively through public art.*

Many of Sandusky's greatest icons, from the Boy with the Boot, the Sandusky bushes, the path to freedom sculpture, to the illuminated roller coasters across the Bay are examples of past and current investments in art. These investments shape how Sandusky looks and feels, to both residents and visitors alike.

The Arts & Cultural Commission is a collection of stakeholders representative of Sandusky's cultural community who will work to bring life to the recommendation of the Bicentennial Vision Plan to invest in public art as a tool for enriching our citizens, engaging our children and creating a more vibrant community. We look forward to partnering with local artists and other stakeholders to bring this plan to life in ways that will create today artworks that will become Sandusky icons in the future.

The success of this plan will be less about the number of works created or the scale or medium of those projects. Instead, it will be measured by the inspiration public art and artistic programming provides to our citizens on a daily basis as they move through and interact with the city and its surroundings, including public art.

The Public Arts & Culture Commission and this plan are a first step towards long term investments in arts and culture. Cities that believe in their citizens and their future invest in arts and culture, and Sandusky is proud to be one of those cities.

DENNIS MURRAY AND ERIC WOBSE



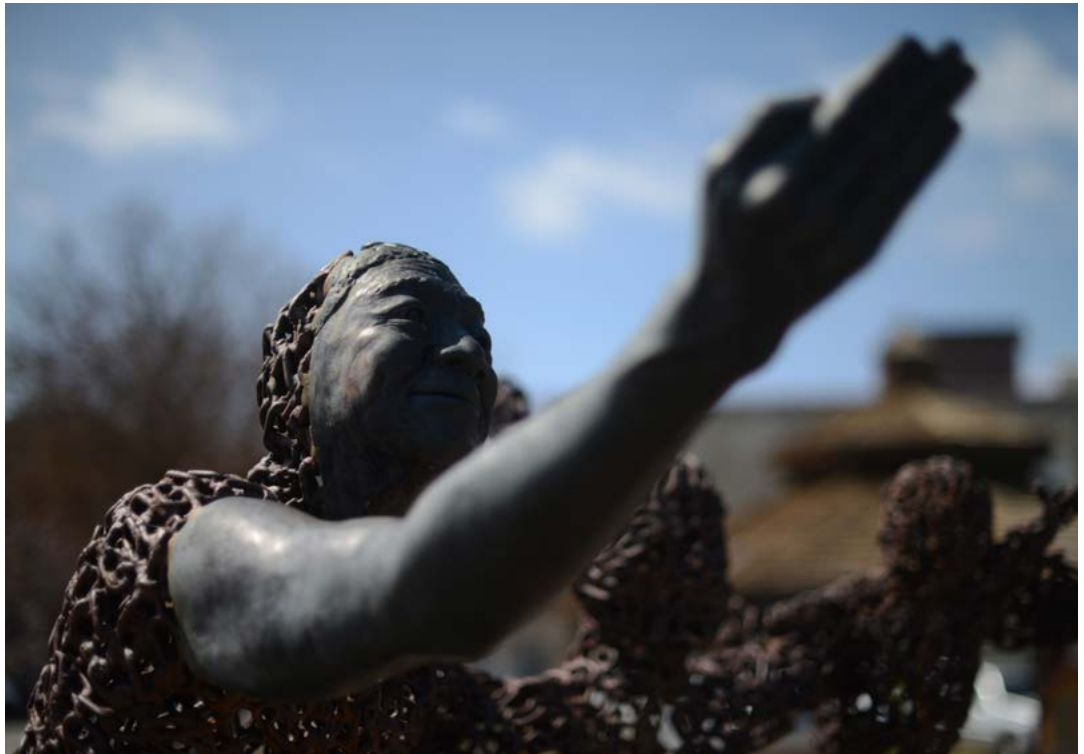
01

CONTEXT: BICENTENNIAL AND BEYOND

As Sandusky celebrates its Bicentennial and prepares for the future, the opportunity has arisen for the city to reevaluate its context -

- its place in the world - and to discover new opportunities to communicate its story. The city's rich history, geography, and diversity set Sandusky apart, but these special qualities are not always visible to the outside world. The celebration of Sandusky's Bicentennial in 2018 brought an opportunity to create a vision for how the city can build on its legacy through policies and civic improvement. In many ways this effort is an outgrowth of that vision, and to that end, the city has created an innovative policy that funds the creation of public art in order to enhance the physical environment for residents and visitors to the city.

The City of Sandusky has chosen public art as a preferred medium to inject its culture into the built environment. By using public art, the city's civic infrastructure can physically embody the communal desire to ensure Sandusky is vibrant, celebrated, connected, and livable. The topics below define why public art in particular is key to helping the city achieve its overall goals.



Why Public Art?

ARTISTIC INTEGRITY

Sandusky is a city that prides itself on high quality civic amenities. Like the accolades of the city's historic buildings, roller coasters, or floral traditions, public art in Sandusky can help put the city on the map through the highest quality art possible. Whether the art of Sandusky originates here or elsewhere, that inspiration must be drawn from the community and be relevant to residents. The intention of this plan is to ensure the city succeeds in finding its communal voice and expressing it through high quality art in the public realm.

COMMUNITY IDENTITY

Though Sandusky is a widely sought out destination for visitors and residents alike, the city doesn't always capitalize on the visitors. Sandusky has an opportunity to use public art to communicate to both residents and visitors what Sandusky represents – a city that cares about who it is, what happens here, and where its going in the future. The art of Sandusky can become the city's calling card to the world.

ECONOMIC DEVELOPMENT

As Sandusky seeks to improve the local economy, public art can aide the effort. Public art is a natural draw for visitors and tourists and has been proven to increase revenue for businesses and government. Additionally it can be a driver for reinvestment in neighborhoods through aesthetic improvement and heightened attachment to place.



Why Creative Placemaking?

Creative placemaking projects help to transform communities into lively, beautiful, and resilient places with the arts at their core. Creative placemaking is the collaboration of artists, arts organizations, and community development practitioners to deliberately integrate arts and culture into community revitalization work- placing arts at the table with city departments such as land use, transportation, economic development, education, housing, infrastructure, and public safety strategies. Creative placemaking supports local efforts to enhance quality of life and opportunity for existing residents, increase creative activity, and create a distinct sense of place.



02

WHAT WE ASKED, WHAT WE HEARD

The public art master plan process is built on input from a variety of community members.

In order to understand the desires of the residents and needs of the City, a series of engagement events were undertaken, creating a foundation for the master planning process.

WHAT WE ASKED

As part of the public engagement process, a survey was conducted to understand the community's vision for public art in the future. Participants were also asked what makes Sandusky an interesting, unique, and great place to visit and call home.

HOW WE ASKED

SURVEY

As part of the public engagement process, a survey was conducted to understand the community's vision for public art in the future.

STAKEHOLDER INTERVIEWS

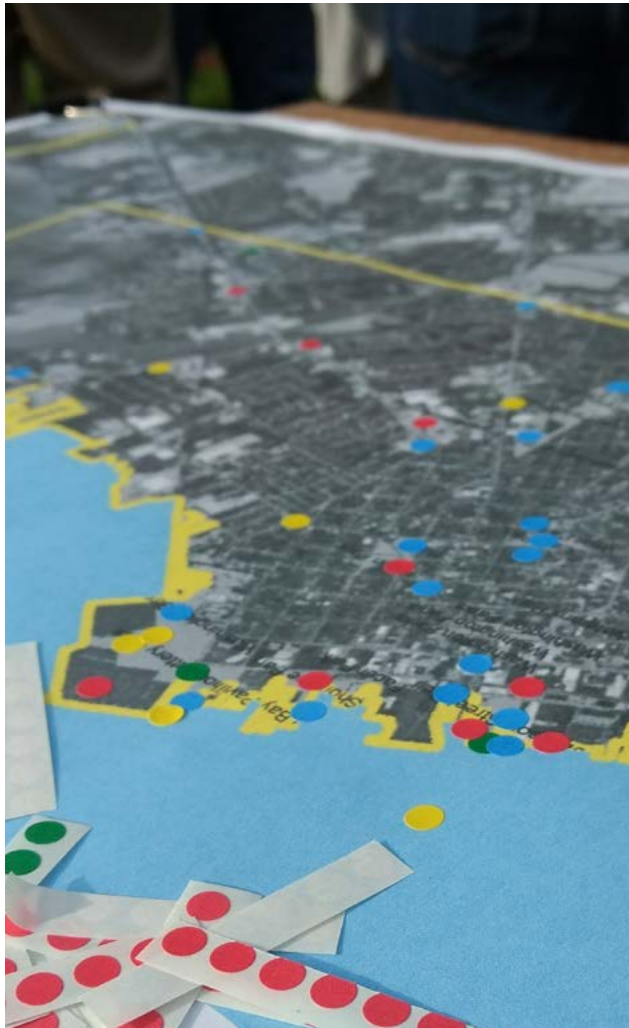
Over thirty stakeholders were interviewed in order to understand the community's vision for the program in the future. These stakeholders included Commission Members, local business owners, city staff, Public Arts and Culture Commissioners, local civic leaders, and engaged residents.

PUBLIC MEETINGS

Informed by the initial stakeholder interviews, two public meetings took place to discuss the importance of public art and placemaking in Sandusky. The first meeting, the Public Art Popsicle Pop-Up, was hosted at Washington Park. Participants were asked to share their big ideas for public art in Sandusky and what they believed to be the essence of Sandusky. The second meeting focused on presenting the recommendations of the plan to the public to ensure accurate representation of their vision for the Public Art and Placemaking Plan.

“Art is a way for the residents of the city to show their passion. Art can tie us all together.”

- Sandusky resident



WHAT WE HEARD

As a result of the stakeholder interviews, engagement opportunities, and survey responses, several themes emerged that should underlie every facet of arts and culture in Sandusky.

KEY THEMES

1. Public Art is a creator of public space, adds vibrancy, and promotes a strong identity in Ohio.
2. Public art should be integrated into many facets of the Sandusky community, including parks, schools, areas along the bay, infrastructure projects, transportation projects, public works projects, and private development projects. Strategic integration of public art into the architecture and design of these elements will continue to increase the vibrancy of Sandusky.



3. Public art can embody the spirit and soul of Sandusky by honoring the past and celebrating the future.
4. Public art in Sandusky should be high quality and interactive.
5. Public art should be accessible to all.

OUR MISSION

The mission of the City of Sandusky Public Art and Culture Program is to promote cultural and economic vitality in Sandusky, Ohio by integrating the work of artists into public places.

OUR VISION

The vision of the Sandusky Public Art and Culture Program is to enrich the lives of all Sandusky residents through honoring its history, celebrating its culture, and creating rich experiences for residents and visitors through art in planning initiatives, public spaces, and city infrastructure.

WHAT WE ASKED, WHAT WE HEARD

GOALS OF SANDUSKY PUBLIC ART AND CULTURE PROGRAM:

- To further the development of, awareness of, and interest in the visual arts;
- To integrate the design work of artists into Sandusky;
- To create an enhanced, interactive visual environment for Sandusky residents;
- To commemorate Sandusky's rich history;
- To promote tourism and economic vitality in Sandusky through the artistic enhancement of public spaces;
- To increase attachment to place;
- To engage community partners to build support for public art

GUIDING PRINCIPLES:

Sandusky's Public Art:

- Will allow for artistic creativity and innovation
- Is community and site-oriented
- Is sensitive to community histories, strengths, and aspirations
- Is developed in an open, informed atmosphere
- Articulates the values and vision of the community
- Is designed for a diverse and ever-changing audience
- Will be distributed citywide, focusing on areas where people gather
- Will be represent a variety of artistic media and forms of expression
- Will be maintained for people to enjoy





03

SPIRIT OF SANDUSKY

Understanding community character is key to expressing the essence of any city through public art or placemaking efforts.

Thanks to Sandusky's interesting history, diverse residents, and dedicated citizenry, clear elements of what makes Sandusky unique quickly emerged as part of this planning process. At public meetings and through online surveys residents contributed their thoughts on what Sandusky represents and what is important to the

community. This feedback along with further research was distilled down into the 'Spirit of Sandusky Framework,' which can be used to facilitate future public art and placemaking projects that are relevant, Sandusky-centric and will resonate with residents and visitors alike.

How to Use the Framework

The framework below outlines a vision for the community character of public art and placemaking in Sandusky. By utilizing these attributes, projects can be developed that will stand the test of time. Whether the city is developing a new public art installation for a neighborhood, the Commission is determining whether to accept a private donation of art, or even a developer who wants to invest in public art at a project in Sandusky, the following framework becomes a family of components that speaks to the core of the identity of the city.

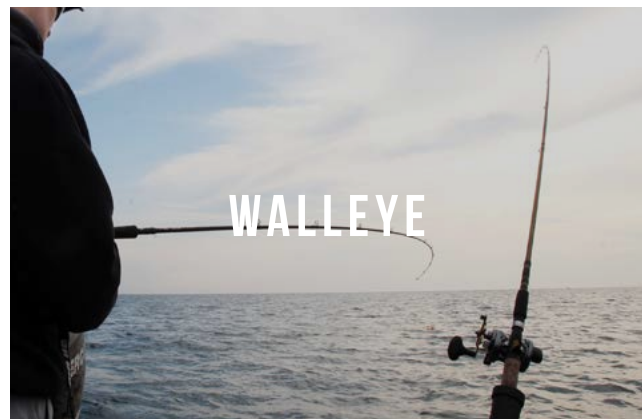
When considering creating art or placemaking projects for Sandusky, artists and designers can use this document to become inspired by the city's unique qualities, and integrate Sandusky-specific ideas into creative projects. The art in Sandusky should express the attachment and pride residents have for the city, and should stand out among other communities within the state and region as a community that values innovative and engaging public art reflective of the

Spirit of Sandusky Framework

The following concepts become a family of components that speak to the identity of Sandusky as defined by the locals. Artists may mix and match these elements into their designs, or choose to emphasize one element over another in order to accentuate what is most important to them and how they see Sandusky. However creatively the components of the Essence of Sandusky are interpreted, they will serve as a reflection of our beloved city and as an inspiration to the creative process. The following Spirit of Sandusky elements are not exhaustive and are meant to serve as inspiration when creating artworks and developing place-based projects.

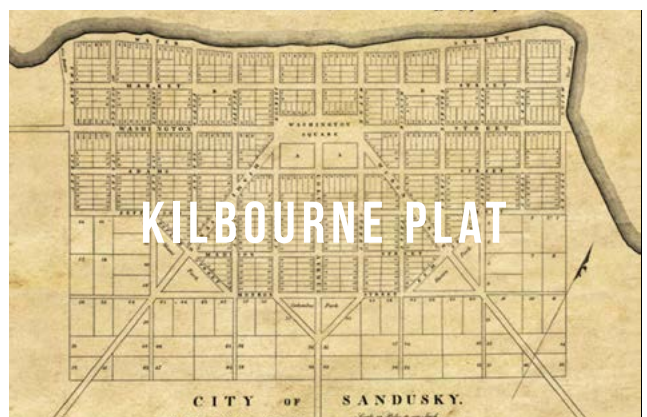
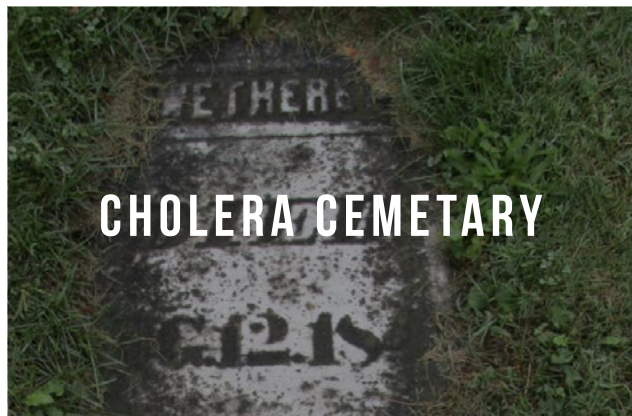
BIG BAY, GREAT LAKE

Sandusky owes its origins to its eponymous bay which opens into Lake Erie. Even today the city generates much of its prosperity from the industry and tourism that is a natural byproduct of its bayfront real estate. The lake is a lifeblood for Sandusky and makes it stand out in Ohio and beyond.



STEEPED WITH SYMBOLS

The past isn't relegated to a bookshelf in Sandusky- it's evident and can still be experienced by all who step foot in the city. Emblems of history loom large from triangles to tree tops. Whether spotting a barge on the bay or strolling past a towering steeple, the past is present in Sandusky.



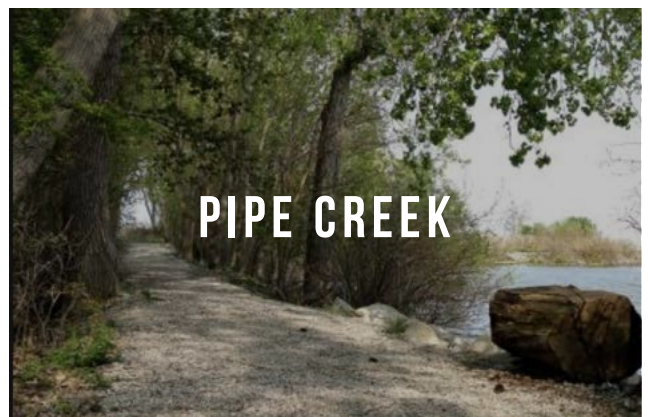
MULTITUDE OF PEOPLE

From its earliest days Sandusky has drawn people from all over Ohio and the world. Some came for amusement; some were journeying towards freedom, but all made an impact on the city. Today Sandusky is home to an array of people making the city an interesting and vibrant place to be.



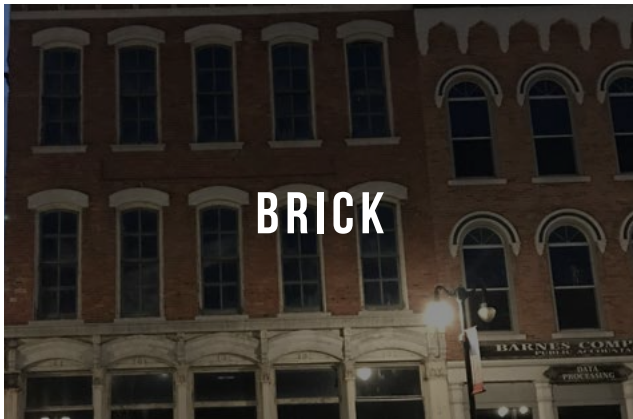
WATER'S EDGE

No matter where in Sandusky you are, the shoreline is only a quick step away. Marinas and boat slips line the bayfront and perhaps the best vantage point of the city is from the bay.



BUILDING BLOCKS

The materials and colors that define our community are derived from our historic building and the nature that surrounds. From our courthouse to our open water, color is abound in our environment.





04

STRATEGIES FOR ART & PLACE

*With a front door on the bay, Sandusky is known
as a place of respite for residents and visitors
alike.*

Sandusky has taken great care to ensure that size, scale, and building usage is appropriate for the spirit and feel of the city. Future projects and development should integrate

unique art and elevated design. By integrating the Spirit of Sandusky into public spaces, Sandusky can continue to shape its identity around experience of the place.

STRATEGIES FOR ART AND PLACE



Citywide Location Selection Recommendations

As city staff and the Public Arts and Culture Commission collaborate to select sites for future public art, locations should be evaluated based on their impact to the overall community. Staff and the Commission should attempt to satisfy as many of the recommendations below as possible. They are organized in order of importance.

RECOMMENDATION 1: HIGHLY VISIBLE AND/OR HIGHLY TRAFFICKED

To ensure the largest impact for the city overall, selected locations for public art should either be located at key gateways, intersections, and other similar locations, or be in highly visited locations such as parks, plazas, piers, schools, etc.



RECOMMENDATION 2: ADDS TO THE GEOGRAPHIC DIVERSITY OF THE COLLECTION

Much of the existing public art and placemaking projects in Sandusky are concentrated in the downtown area, specifically in plazas along Water Street and in Washington Park. Though these locations are important and obvious locations for public art, future projects should expand the breadth of the collection in order to provide better access and opportunity for all Sandusky residents and visitors.

RECOMMENDATION 3: MAXIMUM INTERACTION OPPORTUNITIES OR VANTAGE POINTS

When it is highly visible and engaging, public art meets its highest potential. To impact the largest amount of residents and visitors, sites should be visible from several viewpoints and perspectives. A vacant space where a bike trail meets a prominent intersection, an entry point to a local tourist destination, or a highly used park are all examples of places that allow for many view and interaction opportunities.

Specific Geographic Strategies

Because of the unique geography of Sandusky, three geographic-specific strategies should be considered when commissioning public art. In addition to following the ‘Citywide Location Selection Recommendations’, projects in each geography should follow the recommendations below.

GEOGRAPHIC STRATEGY 1: WATERFRONT

With miles of accessible and useable waterfront along the Sandusky Bay and Lake Erie, Sandusky has a rare opportunity. Public art in these areas can create interactive or visual functions that impact the viewer both in the water and on the shore.

Geographic-specific Recommendations:

- Large in Scale
- Sensitive to the Environment
- Interactive with Water

GEOGRAPHIC STRATEGY 2: DOWNTOWN SANDUSKY

The historic core of the city is the most pedestrian friendly and the most visited area of the city (outside of Cedar Point). There are many public spaces within this area that are highly trafficked and visible.

Geographic-specific Recommendations:

- Varying in scale
- Sensitive to the historic fabric
- Pedestrian Scale

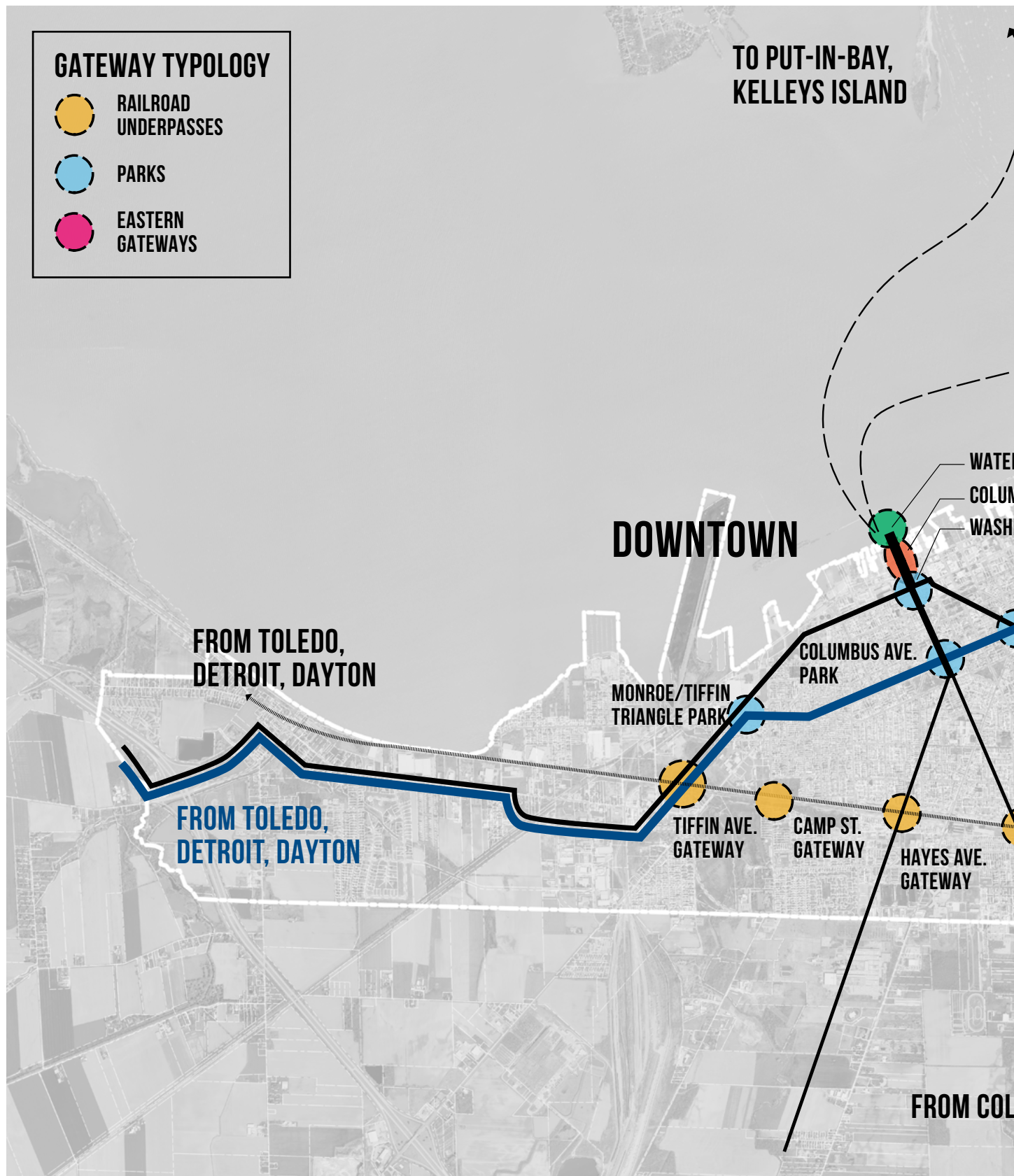
GEOGRAPHIC STRATEGY 3: NEIGHBORHOODS

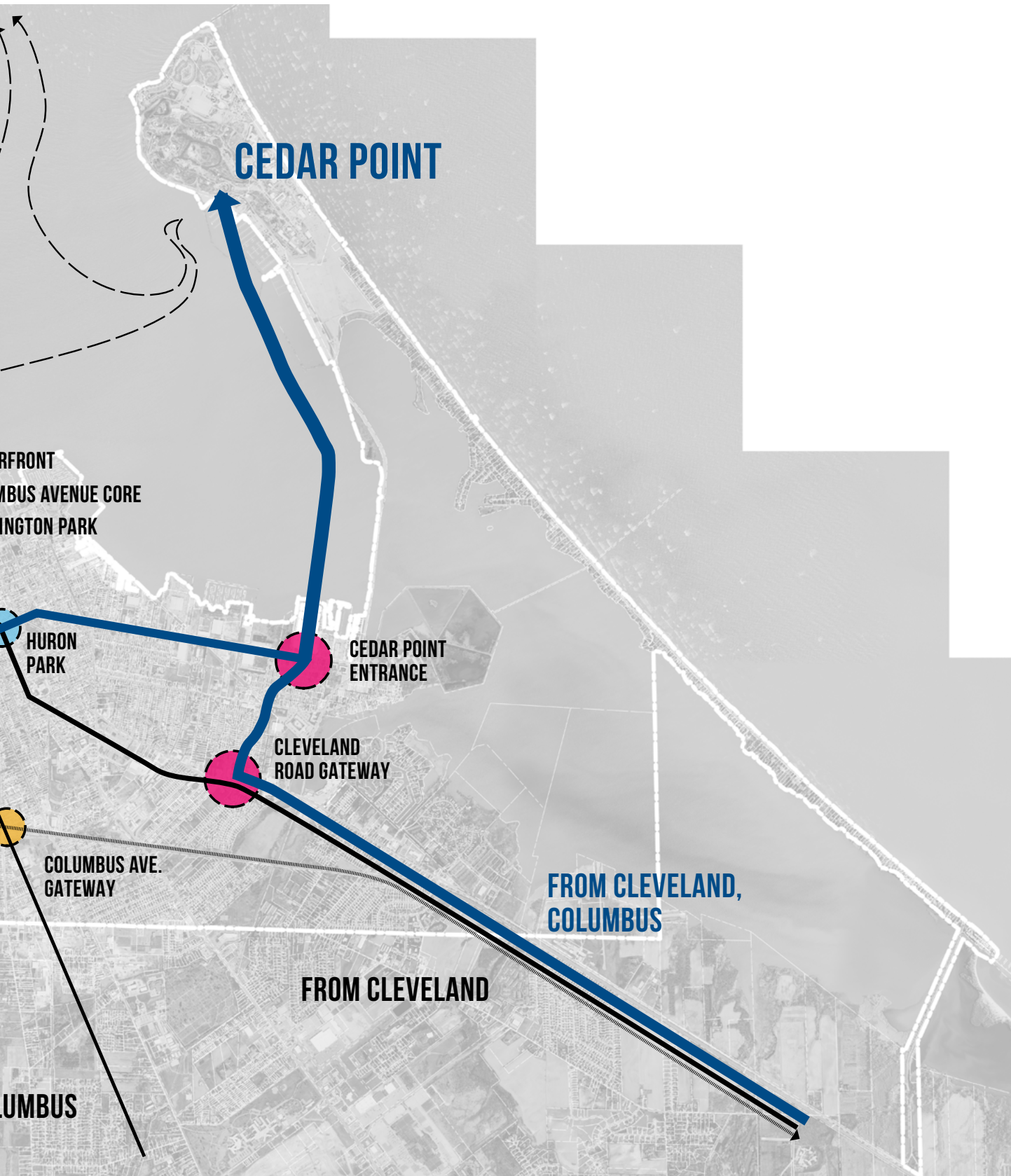
Public art is a powerful tool for reinforcing neighborhood identity and increasing pride. Special emphasis should be placed on commissioning art that is unique to Sandusky’s neighborhoods and that is focused on improving their health and vitality.

Geographic-specific Recommendations:

- Pedestrian Scale
- Represents Residents of the Area
- Encourages Revitalization







Public Art Typologies

Several types of art are mentioned throughout this document as ideal mediums for public art in Sandusky. They are described in detail on the following pages.



SCULPTURE

Whether contemporary, irreverent, traditional, or something more, sculptures are often the highlight and focal point of civic art. Sculptures may have the express purpose of celebrating civic pride or inversely may become culturally defining showpieces for the City. Sculptures often fit well when created in or alongside gateways, parks, and city centers and can take on many shapes and sizes.

MURALS

Murals can transform an empty- or graffitied- wall into a colorful and stimulating piece of art. Opportunities for murals exist in Sandusky in many spaces throughout the city – on the backs of commercial buildings, on dumpster enclosures, at parks and recreation centers, and more.

While curating permanent works of art as part of the City's collection is important, ephemeral works such as murals allow for the exposure of many artists over a short period of time rather than a few artists over a long period of time. Semi-permanence also allows for integration of other mediums not typically included in mural installation, such as photography.

FUNCTIONAL ART

Sandusky has focused on improving the infrastructure to facilitate added use by residents. Due to the ongoing addition and expansion of infrastructure in the city, there is a unique opportunity to implement designs in place of otherwise ordinary pieces of infrastructure. Integrating unique ‘Sandusky’ designs into infrastructure may be an affordable and efficient way to create a major visual impact.

Some possible options for functional art installations include bike racks, benches, medians, storm drains, manholes, installations within parking lots, monument signage, sidewalk treatments, and more.

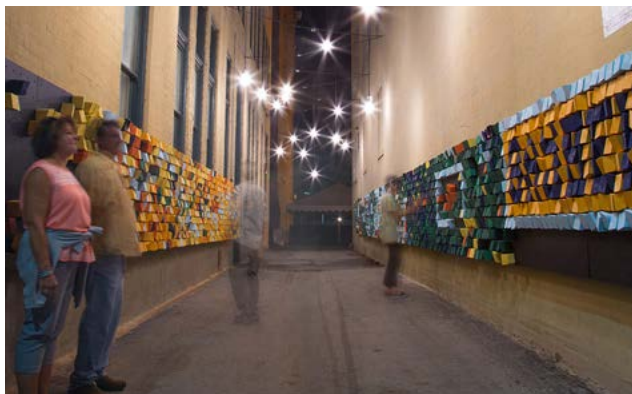


LIGHT INSTALLATIONS

Contemporary artists have begun to use lighting in creative and interesting ways in order to manipulate the built environment with limited physical impacts. Light installations may be used on existing buildings, in parks, or in other locations. They may be especially useful and impactful when used in infrastructure projects.



STRATEGIES FOR ART AND PLACE



MULTIMEDIA

Multimedia installations may combine many other art types in ways that expand the imagination. Video, lighting, sculpture, murals, and more can be combined to make multimedia installations some of the most interesting pieces around. Multimedia installations are especially useful for temporary or pop-up installations.

POP-UP & TEMPORARY ART

Art can be long-lasting or it can be something that is experienced for a short time. Though temporary art isn't long-lived, it can have a lasting impact on the a community. Temporary installations can create a sense of whimsy and joy in unexpected places, such as construction sites and temporarily empty storefronts.

Temporary art can be done inexpensively and easily. It can be a small pop of color or a huge "WOW". Whatever it is, its short lifespan gives energy to the space and drives excitement within the community. Temporary art invites collaboration.



INTERACTIVE ART

Interactive art is conceived, designed, and implemented around spectators. While interesting to look at, this art asks us to think, have fun, and gather in celebration. Interactive art can make children laugh while also bringing back the inner child in adults. Sometimes it can ask spectators to help determine an outcome or participate in a story. Because it requires action, this type of art is memorable and beloved.





RETHINKING OUR PUBLIC SPACES

The following pages contain seven conceptual projects and five conceptual programs, all of which were created as inspiration for future projects and programs.

The following pages contain seven conceptual projects and five conceptual programs, all of which were created as inspiration for future projects and programs. While conceptual projects are tied to specific locations, conceptual programs are not. The following projects and programs are not ranked by priority and should be considered strategically as opportunities to utilize them present themselves. While the following projects are site specific, it is not required that these projects should or must occur at these exact locations. The following projects and programs are conceptual in nature and are not bound for installation upon acceptance of the master plan.

The Public Art and Placemaking Plan has identified seven conceptual projects that could be installed throughout the city. The specifics of each project are explored on the following pages. Conceptual projects are tied to specific locations and may be recurring or phased in their commission. Concept implementation should not be restricted to the following projects and should be regularly altered and updated as time progresses, priorities change and new possibilities arise. The following projects are not ranked by priority and should be strategically selected as opportunities present themselves.

Project 1: Sandusky Gateways / Railroad Underpasses

SITE DESCRIPTION

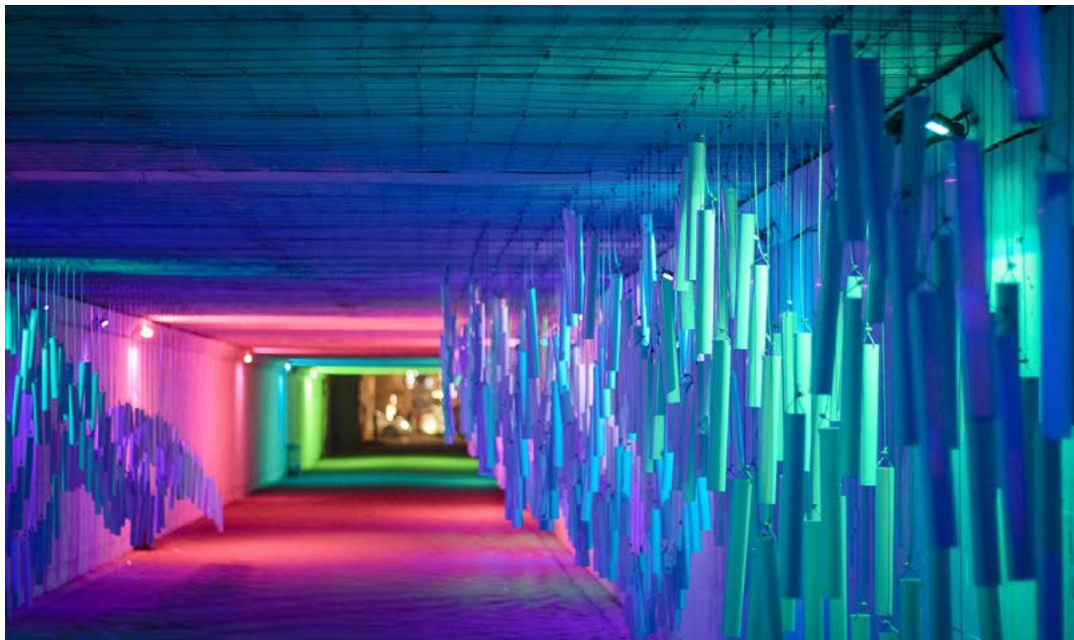
Four railroad crossings exist when entering Sandusky from the south and serve as gateways to the community. These include the Tiffin Avenue underpass, the Cap Street underpass, the Hayes Avenue underpass, and the Columbus Avenue underpass, all of which are a part of major city thoroughfares and transportation routes for residents and tourists. Currently, these underpasses are unremarkable and feel unsafe. If improved, they will provide an opportunity to create noteworthy gateways and comfortable pedestrian passages, and to celebrate the City's industrial heritage through placemaking.

INSPIRATION

- Hayes Avenue Underpass Opportunity Diagram
- Birmingham Underpasses

PROJECT DESCRIPTION

In order to create connectivity, the underpasses present an exciting opportunity for multimedia installation. Flat walls provide opportunities for murals or vegetation walls. The underpasses themselves provide exciting opportunities for light installations that could be a variety of colors or shades of one color.



RIGHT

Wuppertal, Germany, Lego
Bridge, Megx,

BOTTOM

Lightrails, Bill FitzGibbons

LEFT

antyRAMA collective,
Katowice, Poland



Project 2: Lemmy Park

SITE DESCRIPTION

There are multiple readily accessible lakefront parks that should be considered for a playground/park that celebrates the legend of the 'Lake Erie Monster'. A site of roughly 1 acre should be provided for this park, though a site that is smaller would suffice if necessary.

INSPIRATION

- Lemmy Folklore
- Beyond Reflection- Lawrence Argent
- Interpretive Playground

POTENTIAL LOCATIONS

- Lions Park
- Paper District Marina
- Shoreline Park
- Sandusky Bay Pavilion
- Battery Park
- Kiwanis Park or Big Island
- Sandusky Bay Pathway / Pipe Creek

PROJECT DESCRIPTION

The 'Lake Erie Monster' is Great Lakes folklore with origins in Sandusky. There have been multiple reported sightings of this serpent-like creature along the Lake Erie coastline. A sculpture of Lemmy should be utilized as a focal point for an interactive children's park. Multiple historical, environmental, and cultural themes should be incorporated into the design of the park, creating an opportunity to educate children about Lake Erie.

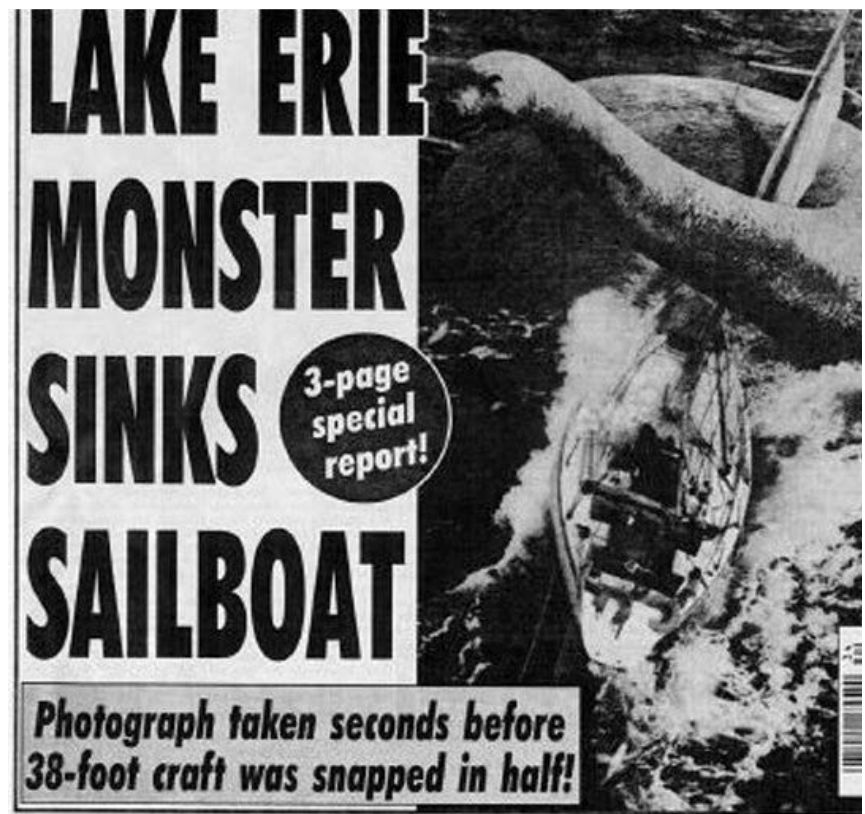


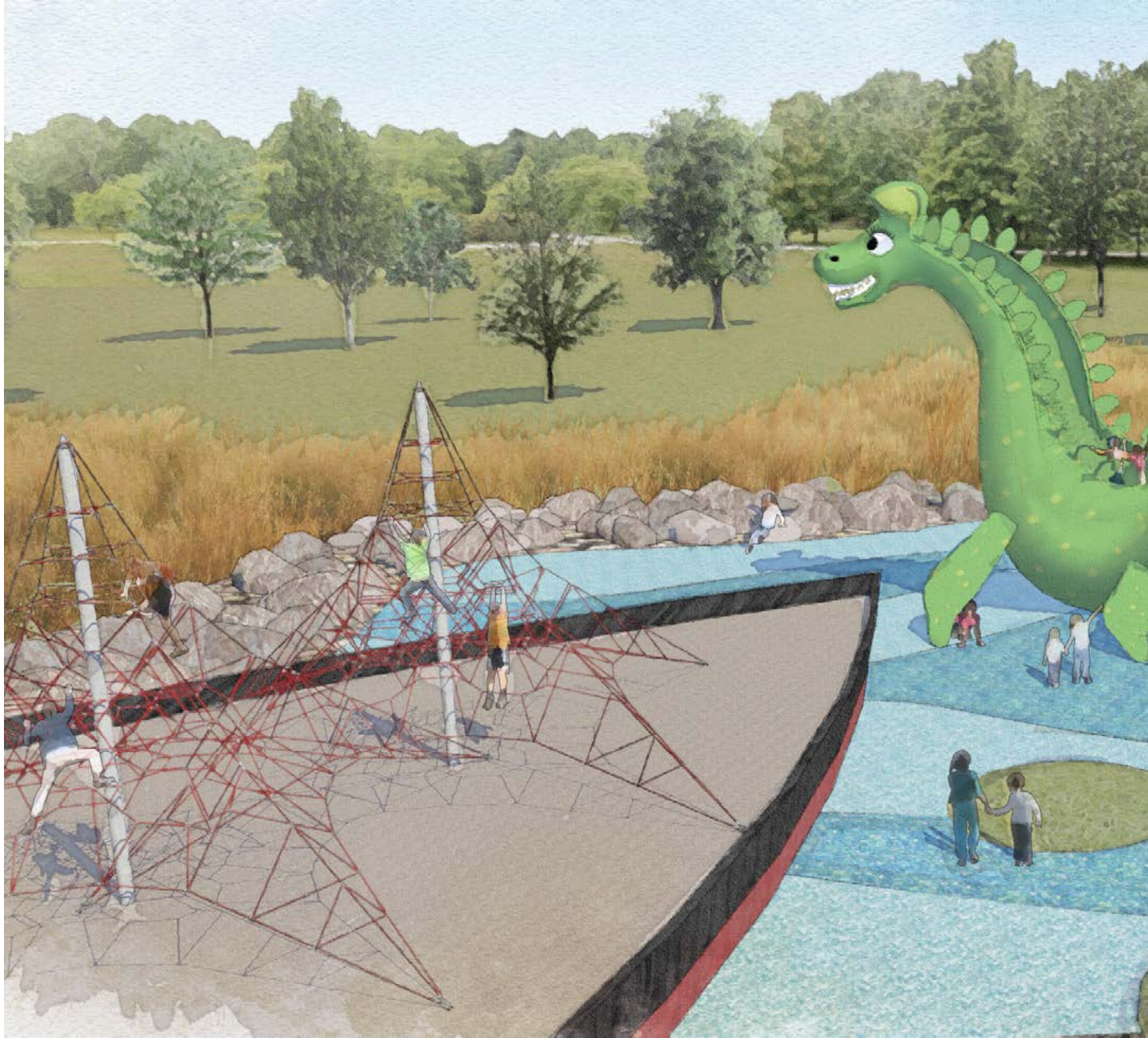
TOP

Lawrence Argent, Beyond Reflection, Shenzhen, China

RIGHT

Weekly World Tabloid Cover







Project 3: Sandusky Gateways / Triangle Parks

SITE DESCRIPTION

Sandusky's streets were laid out in 1816 by Henry Kilbourne, a Freemason. He utilized the the masonic 'square and compasses' symbol as inspiration for the design. Huron and Central Avenue are the arms of the compass, Elm and Poplar Streets the sides of the mason's square. This unique street grid creates triangle parks that are underutilized.

INSPIRATION

- Kilbourne Plat
- CCAD Sculpture in Columbus, Ohio

PROJECT DESCRIPTION

In order to celebrate the unique triangular shapes that are leftover by the street grid, an artist should be commissioned to develop a series of pieces that connect the triangular parks to one another. Pieces could include sculptural elements that span the street.



TOP

CCAD Sculpture, Columbus,
Ohio

MIDDLE

Ancestral Way, Robert Pulley,
Columbus, Indiana

BOTTOM

Kissing Dinosaurs,
Erenhot, China





TOP

Triangle Park
Opportunity Map

BOTTOM

EOS, Dessa Kirk,
Columbus, Indiana



Project 4: Sandusky Gateways | East Gateway

SITE DESCRIPTION

The intersection of Cleveland Road and Cedar Point Drive provides an opportunity to utilize architecture as a gateway. Currently, this intersection has large, empty parking lots that serve the businesses lining this commercial corridor. This combined with multiple utility lines, wide roads, and narrow sidewalks creates an environment that is not friendly to pedestrians or cyclists and is a missed opportunity to create a high quality gateway for visitors.

INSPIRATION

- Downtown Core Historic Architecture
- Cedar Point
- Gateway Feature

PROJECT DESCRIPTION

A Placemaking Architecture Overlay Zone should be created for parcels that front Cleveland Road West and Cedar Point Drive. With this Overlay in place, the City will have a mechanism to promote new, high quality development in this critical area. The principal architectural facade of proposed buildings should be located at or just behind the right-of-way line in order to encourage pedestrian access. The entire facade should have high quality construction materials, significant architectural detail and fenestration, high quality signs or graphics, and should be a minimum of 25' in height,. Fifty percent or more of the ground floor facade should be composed of windows, doors, or other transparent elements.



LEFT

Downtown Sandusky
Cedar Point Entrance

RIGHT

Massing Examples for
Cleveland Road Gateway

BELOW

Proposed Placemaking
Architecture Overlay Zone



Project 5: American Crayon Plaza

SITE DESCRIPTION

A site has not been identified for this project at this time. Roughly a half acre site will be required to facilitate installation of the artwork and interactive fountain. A publicly accessible restroom will be required to support the fountain and should be in close proximity to the facility. In addition, the site should be highly visible from well-trafficked public areas and have adjacent parking and trail access.

INSPIRATION

- American Crayon Company
- Flying Pins Sculpture; Eindhoven, Netherlands
- Denver Blue Bear

PROJECT DESCRIPTION

Once home to the American Crayon Company, Sandusky was a major manufacturer of crayons, pencils, and other drawing tools. While most of the original buildings are gone, the public still embraces this narrative as a point of historical pride. This concept builds on the history to create an interactive focal point. Crayon-shaped cylindrical tubes will change color throughout the day and evening. Water jets will be synchronized to suggest the appearance of lines being drawn across the pavement.

In addition to art and interactive water elements, seating should be developed around the plaza for people to sit and enjoy the art and to people watch. This can be completed with bleacher-like seating. To support the water feature, granite should be the base material in order to sustain prolonged saturation. This new project will create a dramatic focal point and bring new energy and visitors to its selected location.



TOP

American Crayon Company

RIGHT

American Crayon Company
Crayons





Project 6: Downtown Street Perch Walk

SITE DESCRIPTION

Many downtown streets offer opportunities for overhead public art. Flanked by historic architecture, the streets already has significant character and appeal. With relatively minor improvements, it could be a showcase space for the City and provide a highly memorable experience for visitors.

INSPIRATION

- The Walk of Colors, Montreal
- Carnaby Street, London
- Larimer Square, Denver

PROJECT DESCRIPTION

Banners, lights, and other specialty elements suspended over commercial streets have been used successfully to create dynamic, fun, and year-round pedestrian environments. The goal of these elements is to draw people to the space and entice them to spend time there. The resulting atmosphere provides customers for retailers and creates a market demand for real estate investment, ultimately generating tax revenue for the City and supporting historic preservation efforts in the City.

Some infrastructural elements are required to support these banners. 25-30' height poles will be required along both sides of the street. These could replace existing streetlights and have pedestrian lighting integrated into them, or they could be newly constructed and located between existing streetlights. Thin metal cables will be strung between the poles to provide attachment points for these overhead elements. Electrical outlets will also be provided within the poles so that lighting can be incorporated into the specialty elements. With this infrastructure in place, many different types of overhead elements could be implemented and support seasonal displays, special events, or a more permanent installation.

One concept for an overhead display could build upon the City's relationship to Lake Erie. With a nearby state fish hatchery and significant cultural focus on boating, water-based recreation is a key part of Sandusky's quality of life, local economy, and tourism industry. The concept creates a cluster of fish-shaped fabric banners over a downtown street. The banners will move slightly in the wind, creating the effect of a school of fish swimming toward the Sandusky Bay. Items can be rotated on the structure quarterly with the season.



LEFT

The Walk of Colors, Montreal, Canada

MIDDLE

Larimer Square, Denver, Colorado

BOTTOM

Caranby Street, London, England



Project 7: Sandusky Bay Pathway Art Trail

SITE DESCRIPTION

The Sandusky Bay Pathway is a significant emerging recreational and cultural resource in the Sandusky region. The Pathway as a whole could eventually include 80 miles of paved trails which connect Port Clinton, Sandusky, and Vermilion. A key stretch of this system between Cedar Point and Downtown Sandusky will likely have the highest levels of use and serve as the system's focal point. With this in mind, the City should leverage its value to generate additional tourism and economic development through enhancement of the trail user experience.

INSPIRATION

- Indianapolis Cultural Trail
- Folsom Johnny Cash Trail

PROJECT DESCRIPTION

The Sandusky Bay Pathway presents the opportunity for public art interventions along the path beside the waterfront. These interventions should vary in scale based on location. For instance, larger pieces should promote the pathway entry points, and small-scale pieces should dot the pathway itself to ensure enjoyment of the Bay by bike or on foot. Artists should also be considered when determining the benches and shade structures along the path.

RIGHT

Glick Peace Walk, Rundell Ernstberger Associates, RLR Associates and Circle Design Group, Indianapolis Cultural Trail

RIGHT TOP

Ann Dancing, Indianapolis Cultural Trail

RIGHT BOTTOM

Indianapolis Cultural Trail





Conceptual Programs

The Public Art and Placemaking Plan has identified five conceptual programs to be implemented throughout the city. The specifics of each program are explored on the following pages. Conceptual programs are not tied to specific locations and may be recurring or phased in their commission. The following programs are not ranked by priority and should be strategically selected as opportunities present themselves.

Program 1: Temporary Mural Program

PROGRAM CONCEPT

Artists and galleries display their works through vinyl, heat applied graphics that would be rotated regularly. This application method does not damage historic buildings and is a temporary investment.

OPTIONS

These temporary vinyl murals could be utilized to display existing art pieces or could be commissioned in order to generate new art pieces.

FUNDING POSSIBILITIES

Grant funding, sponsorships from galleries or businesses for each art piece.

ADMINISTRATIVE REQUIREMENT

The program would require artists or galleries to be selected in order to display the pieces as well as select and get permission for display locations.

PROGRAM COST

\$700 per vinyl displayed.

RIGHT

ADGraphix

BOTTOM

Pullman Porter Museum,
Brotherhood of Sleeping Car
Porters and their Chief



Program 2: Sculpture on Loan Program

PROGRAM CONCEPT

Cities across the country have found success creating sculpture on loan programs for their communities to temporarily display artwork in a more ephemeral way than traditional sculpture. These programs may be juried or have a public component. They may be part of a short-term festival or other exhibition, or may be more long-lasting with installations in place for one to two years.

OPTIONS

Sculptures could be placed in themed locations every year. For example; sculptures could be placed in neighborhoods in year 1, in parks in year 2, and the historic downtown in year 3.

FUNDING POSSIBILITIES

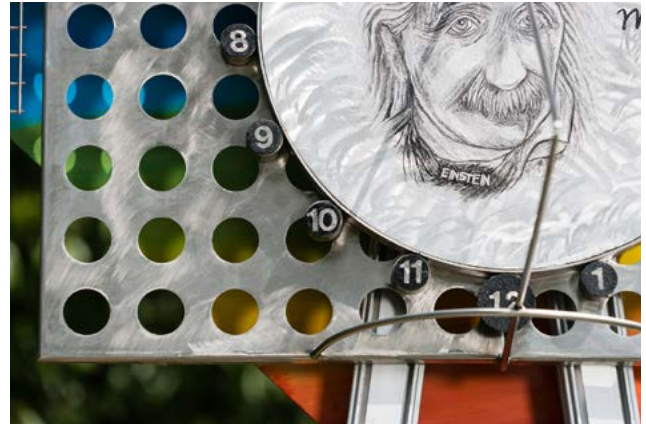
Public Art Fund, Private Donations

ADMINISTRATIVE REQUIREMENT

Though this type of program could be created on an ad hoc basis, it would be most successful if coordinated by a local arts or business organization.

PROGRAM COST

The program will require the Public Arts and Culture Commission's participation in advising on sites for the sculptures and some assistance in selecting the sculptures.



TOP

Einstein Sundial, Benfield and Ruden,
Roswell ArtAround, Roswell, Georgia

BOTTOM

Low Polly Open Heart, Matthew Duffy,
Roswell ArtAround, Roswell, Georgia

Program 3: Functional Art Program



PROGRAM CONCEPT

Functional art designed by artists is a simple and impactful way of introducing art into the public realm. Location options range from parks and open spaces to sidewalks, right-of-ways, and other public spaces. Short-term opportunities include adding artist-designed benches and bike racks throughout downtown.

The Public Arts and Culture Commission should have purview over each of these functional art elements if installed in the Right of Way or on City-owned property.



OPTIONS

Functional art elements include: bike racks, benches, light poles, shade structures, crosswalks, and utility boxes.

FUNDING POSSIBILITIES

Local business sponsorship, Public Art Fund



ADMINISTRATIVE REQUIREMENT

The program will require the Public Arts and Culture Commission's participation in approving elements that will be in the public right of way.

MIDDLE

Urban Light, Chris Burden,
Los Angeles, California

BOTTOM

Wordsmith, Artist unknown,
West Palm Beach, Florida

TOP

Pittsburgh, Pennsylvania Bike Rack Program

Program 4: Vacant Storefront to Gallery

PROGRAM CONCEPT

Our vacant storefronts can be transformed into vibrant assets through a vacant storefront program. Several different approaches could be taken that allow for diverse options from low cost leases to temporary displays created by artists.

OPTIONS

Depending on the level of interest from artists, property owners, arts groups, and others, the possibilities for the program include but are not limited to the following:

- Short Term Leases: While waiting for a long term tenant, property owners could create short-term, month-to-month agreements with artists and creative entrepreneurs in order to activate vacant retail spaces. This gives owners flexibility and creatives opportunity to utilize an otherwise inaccessible space.
- Temporary Art Installations: Artists or groups of artists could be provided opportunities to display their existing work or create new, creative site-specific displays in vacant spaces.

FUNDING POSSIBILITIES

Local businesses or property owners, potential statewide grants

ADMINISTRATIVE REQUIREMENT

Though this type of program could be created on an ad hoc basis, it would be most successful if coordinated by a local arts or business organization.

PROGRAM COST

Costs for this type of program would be very low, ranging from \$1,000-\$5,000 depending on any regrants to artists or costs paid to property owners.

Program 5: Sandusky City Hall: A Gallery

PROGRAM CONCEPT

By late 2018, the City of Sandusky will relocate their administrative offices to Downtown at the corner of Columbus Avenue and East Washington Row. The new City Hall will also host 18 upper floor apartments. This new location of City Hall offers ample opportunity to place art in and around the building. A juried annual show could take place in the main lobby and throughout the public spaces in the new building.

The Public Arts and Culture Commission should have purview over the call and form a selection panel to select the finalists.

OPTIONS

Once artists are selected, an opening reception should be held to celebrate the artists. Each artist should invite friends and family to celebrate the show.

The City of Sandusky and the Public Arts and Culture Commission could consider purchasing one piece from each show annually.

FUNDING POSSIBILITIES

Public Art Fund

ADMINISTRATIVE REQUIREMENT

The program will require the Public Arts and Culture Commission's participation in selecting work for the show as well as in preparing for the opening of the annual show.



06

PRIORITY ACTION PLAN

The following goals and strategies are derived from community engagement activities and national best practices in public art planning.

The goals are broken down into tiers, as many of the long-term goals are only achievable if the initial, short-term goals are implemented. These

goals and implementation strategies should be carefully considered and implemented with the proper partners.

SHORT-TERM GOALS AND STRATEGIES (1-2 YEARS)

FUNDING:

- 1. Identify an existing staff person within the City of Sandusky Planning Department to be the liaison to the Public Arts and Culture Commission.** In order to maximize the effectiveness of the Public Art and Culture Program, it is necessary to dedicate staffing resources to the Public Art and Culture Program.

This staff person's additional responsibilities include but are not limited to: management of the growing collection, creation and management of the maintenance plan for all future additions to the collection, development and maintenance of strategic partnerships, encouraging integration of public art into the development process at the conceptual stage of the project, management of all new public art installation processes, management of programming, management of all messaging both online and offline, and the procurement of outside funding sources.

- 2. Utilize Public Art Program funds to leverage existing funding by providing matching funds for grant opportunities from local, state, and national organizations.** Target grants to strategic placemaking endeavors or programmatic actions such as:
 - Programming that supports cultural diversity in the arts;
 - Programs for reaching underserved communities;
 - Projects that integrate arts and culture into community revitalization work such as land-use, transportation, economic development, education, housing, infrastructure, and public safety strategies;
 - Projects that utilize the arts to support the creative needs of non-arts sectors;
 - Projects that explore the intersection of artistic creativity and creativity in non-arts sectors;
 - Projects that use the arts and the creative process to address complex issues; and
 - Programming that celebrates heritage or history of a specific place.

PROCESS/POLICY:

1. **Adopt the Responsibility and Authority of the Sandusky Public Arts and Cultural Commission Policy.** (See p. 88 for proposed Responsibility and Authority of the Sandusky Public Arts and Cultural Commission Policy)
2. **Adopt the Collection Management Policy.** (See p. 93 for proposed Collection Management Policy)
3. **Adopt the Donation Policy.** (See p. 97 for proposed Donation Policy)
4. **Adopt the Maintenance Policy.** (See p. 100 for proposed Maintenance Policy)
5. **Accept and implement the Mural Guidelines.** (See p. 107 for proposed Mural guidelines)
6. **Accept and implement the Sandusky Public Arts and Culture Commission Communication Guide Policy.** (See p. 103 for proposed Public Arts and Culture Commission Communication Guide)
7. **Complete an inventory of all public art pieces in the Sandusky Public Art collection.** Details must include:
 - Type of public art
 - Specific location
 - Materials used
 - Artist
 - Current and project maintenance needs
8. **Develop the Public Art Work Plan. The Public Art Work Plan is an annual document that outlines what projects will be initiated in the coming fiscal year, as well as projects that will be in process during that fiscal year.** The Public Arts and Culture Commission will develop the Plan in consultation with the Staff Liaison and will submit it to City Commission as part of the Fiscal Year Budget for its review and approval. This plan will need to be completed at the beginning of each budget season. The following steps will be taken to develop the Public Art Work Plan:
 - Determine availability of funds
 - Identify projects to be paid for by identified funding
 - Develop a draft Public Art Work Plan that will include locations, goals, and budgets for public art projects and programs.
 - Present the Plan to City Commission as part of the City budget approval.
9. **Develop a process by which the Public Arts and Culture Commission celebrates the unveiling of a newly commissioned piece.**

MEDIUM TERM GOALS AND STRATEGIES (3-5 YEARS)

FUNDING:

1. **Examine the effectiveness of the Admissions Tax allocation and determine if a request for increase in allocation is needed.**

PROCESS/POLICY:

1. **Purchase or commission art through collaborations between arts and non-arts partners.**
2. **Collaborate with business associations, Lake Erie Shores and Islands, and other stakeholders to increase awareness of the program and its purpose.** Engaging more residents and visitors in the Sandusky Public Art and Culture Program is integral to the future success of the program.
 - **Marketing:** Social media is an important and useful tool to increase awareness of the program. Short videos and photos of pieces in the collection and a succinct description of the image or video are easy ways to establish an audience online. The use of hashtags are also great ways to engage new audiences and gain followers.
 - **Activities:** Planning activities around public art is a great way to spread awareness about the program. Activities include:
 - **Artist talks:** Invite artists who have been commissioned to do work to do an artist talk that is free and open to the public. Artists should explore their process for creating public art.
 - **Unveiling activities:** Host short events at the install of new pieces. Invite elected officials, neighbors, and community members to participate in the unveiling.
 - **Art Events:** Additional art forms sited around newly commissioned public art pieces will encourage the public art in Sandusky to have a synergistic value to it. Examples of events include: outdoor dance, Shakespeare in the Park, music concerts, scavenger hunts, and neighborhood festivals.
 - **Lecture Series:** Host a lecture series on the importance of art and culture in Sandusky. Invite lecturers in from around the region to speak on the importance of public art in their communities and allow the public to ask questions after the presentation.

ART IMPLEMENTATION:

1. **Develop a list of qualified artists.** This list should include artists that are well-oriented to the Sandusky Public Art and Cultural Program that can be provided to developers, individuals, and businesses in the event they are interested in procuring or commissioning a piece of public art.
2. **Prioritize more expensive or difficult-to-implement projects and programming such as sculptures and public space creators that require a larger pool of dedicated funding.**

LONG TERM GOALS AND STRATEGIES (5+ YEARS)

FUNDING:

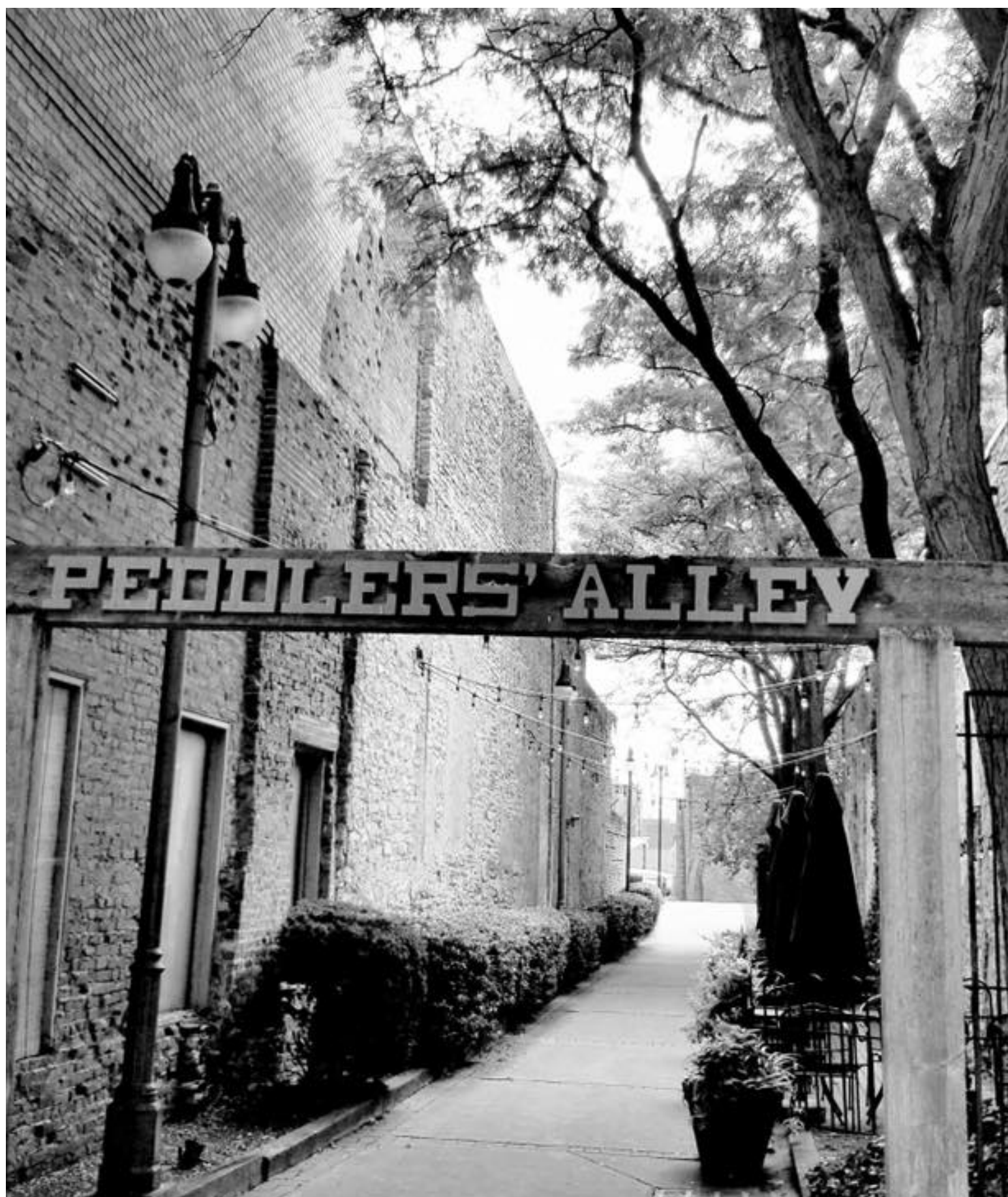
1. **Examine additional funding mechanisms for larger public art installations.** Additional revenue sources and mechanisms should be examined in order to generate funding for large public art installations.

PROCESS/POLICY:

1. **Update the Public Art and Placemaking Plan in 3 to 5 years to respond to opportunities and challenges as the program grows.** This can be done internally by the Commission or by City Staff.
2. **Collaborate with local, national, and international museums, galleries and collections to do innovative exhibitions throughout Sandusky.**
3. **Create public art projects and programming with non-traditional partners.** Potential collaborators include health care facilities, rehabilitation and senior centers, disability-focused organizations, and more.
4. **Yearly Surveys.** Send out yearly digital surveys to stakeholders through mailing lists and social media to garner feedback on the public art and culture program and its impact. These surveys are especially important when communicating with the City Commission on requests for increased funding.

ART IMPLEMENTATION:

1. **Create partnerships with the local school system to ensure public art and educational opportunities for students and artists.**
2. **Prioritize more expensive or difficult-to-implement projects and programming such as monumental sculptural pieces and multi-piece installations.**



ADMINISTRATIVE GUIDE

The Administrative Plan outlines the roles and responsibilities of citizens, City staff and elected officials in the development, funding and implementation of the public art program for the City of Sandusky.

The Plan provides guidelines and requirements for the development of an annual Public Art Work Plan, the funding and acquisition of public art, the selection of artists and artwork, the implementation and conservation of the Sandusky Public Art Collection. It is intended to ensure that the City of Sandusky Public Art Program is implemented in a fair and consistent manner that enables a community-oriented, artistically creative process and promotes the cultural, aesthetic and economic vitality of Sandusky.

The Sandusky Public Art Program will be led by the Public Arts and Culture Commission, a citizen committee appointed by the Sandusky City Commission and the Sandusky City Manager. The City Commission, and City Manager, will retain ultimate responsibility for the program. Day-to-day responsibility for the program will reside with the Planning Department.

SANDUSKY CITY COMMISSION

The Sandusky Commission adopted Ordinance 18-004 establishing the Sandusky Public Art Program on January 8, 2018. As the community's elected officials, Commission members are ultimately responsible for the outcomes of the Public Art Program.

The Sandusky City Commission has the following responsibilities:

- Review and approve the Public Art Master Plan.
- Appropriate on an annual basis an amount of 1% of the Admissions Tax
- Review and approve the annual Public Art Work Plan.
- Make appointments to the Public Arts and Culture Commission.
- Approve all contracts in excess of \$10,000.00.

Public Arts and Culture Commission

The Sandusky Public Arts and Cultural Commission will be comprised of nine (9) members. Five (5) members shall be appointed by the City Commission and four (4) members shall be appointed by the City Manager. Three (3) ex-officio members will be appointed. The City Manager shall designate a City employee to serve as the staff liaison, one City Commissioner, and one representative of a high school and/or college art program shall serve as ex-officio members. Each member will serve three-year terms and membership will be staggered. To achieve staggered appointments, the initial appointments to the Public Arts and Culture Commission shall have three (3) members appointed to three (3) year terms, three (3) members appointed to two (2) year terms and three (3) members appointed to (1) year terms. No Commissioner shall serve for more than six (6) consecutive years; provided, however, should a Commissioner's replacement not be qualified upon the expiration of any term of a Commissioner, then that Commissioner shall holdover on the Public Arts and Cultural Commission until a qualified replacement Commissioner has been appointed. Board members will be recommended and approved by the Sandusky City Commission and will be representative of the community demographic. Member shall have experience and/or an interest in the placement, creation, or designation of public art. Each commissioner shall have any other qualification(s) as the City Commission deems necessary and appropriate.

The Public Arts and Culture Commission has the following responsibilities:

1. Act principally in an advisory capacity to Sandusky staff, City Manager, and the City Commission in any matter pertaining to art.
2. Present an annual report of Public Arts and Culture Commission Activities.
3. Advise and make recommendations to the City Manager and City Commission pertaining to the execution of the public art master plan and associated budget.
4. Advise and make recommendations to the City Manager and City Commission pertaining to, among other things, policies and procedures as identified in the public art master plan; artist selection juries and process; commission and placement of artworks; and maintenance and removal of artworks.

Funding and Use of Funds

Funding for the Sandusky Public Art Program may come from Sandusky's General Fund and monies calculated by the Admissions Tax, as well as from grants and/or contributions from private entities, other public agencies, or philanthropic sources.

USES OF FUNDS

The public art funds may be spent for:

- Advertising and administering calls for artists;
- Artist fees including travel and expenses related to travel;
- Artwork fabrication and installation;
- Acquisition of existing works of art;
- Required permits and insurance during the fabrication and installation of the artwork;
- Curators and contracted services.

The public art funds may not be spent for:

- Mass produced work, with the exception of limited editions controlled by the artist.
- Artwork not produced or designed by a Commission-approved artist.
- Professional graphics, unless designed or executed by an artist or used in the development of collateral material.
- Decorative, ornamental or functional elements that are designed by the architect or other designer.
- Routine maintenance.
- Purchase of existing works of art outside of the Commission's selection process.

Fund Management

All monies appropriated for the Sandusky Public Art Program are transferred into a special, interest-bearing public art project account (Public Art Fund), which is maintained in a separate project fund. As a project account, any funds not expended at the conclusion of the fiscal year will roll over into the following fiscal year. As part of the account, a separate category will be established for the ongoing conservation of artwork. The City may also utilize this fund to accept gifts, grants and donations made for the public art program.

The Planning Department will prepare an annual budget in support of the Public Art Work Plan that will allocate funds for the range of eligible activities.

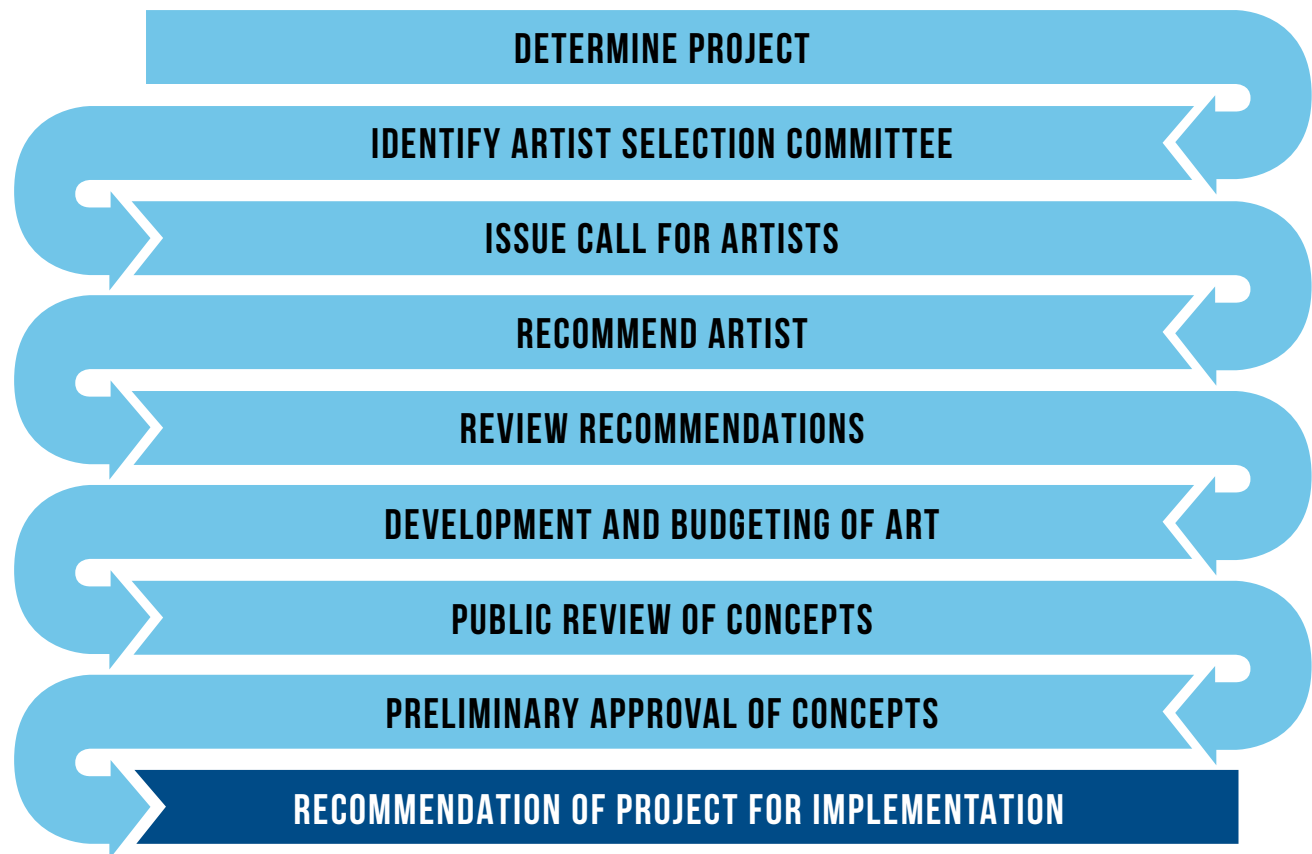
What is a Public Art Work Plan?

The Public Art Work Plan is an annual document that outlines what projects will be initiated in the coming fiscal year, as well as projects that will be in process during that fiscal year. The Public Arts and Culture Commission will develop the Plan in consultation with the Planning Department and will submit it to City Commission as part of the Fiscal Year Budget for its review and approval.

The following steps will be taken to develop the Public Art Work Plan:

1. Determine availability of funds
2. Identify projects to be paid for by identified funding
3. Develop a draft Public Art Work Plan that will include locations, goals, and budgets for public art projects and programs.
4. Present the Plan to City Commission as part of the City budget approval.

PROCESS FOR SELECTING AN ARTIST OR ARTIST TEAM



Selecting the artist is one of the most important steps in commissioning public art. An open, competitive process that inspires the artist and engages the community can be enriching experience and lead to more creative and exciting public art.

Goals of the Selection Process

- To satisfy the goals of the project site through an appropriate artist selection.
- To further the mission and goals of the Public Art Program.
- To select an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity, or to encourage emerging local and regional artists to experiment in a safe environment.
- To identify an approach to public art that is suitable to the goals and demands of the particular project.
- To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- To select an artist or artists who can work successfully as members of an overall project design team.
- To ensure that the selection process represents and considers the interests of all parties concerned, including the public.

ARTIST SELECTION METHODS

Open Competition

In an Open Competition, any artist may submit their qualifications or proposal, subject to any requirements established by the Artist Selection Committee. The Requests for Qualifications (RFQs) or Requests for Proposals (RFPs) should be sufficiently detailed to permit artists to determine whether their art is appropriate for consideration. Open Competition allows for the broadest range of possibilities for a site and brings in new, otherwise unknown, and emerging artists.

Limited or Invitational Competition

In a Limited Competition, or Invitational, several pre-selected artists are invited by the Artist Selection Committee to submit their qualifications and/or proposals. This method may be appropriate when the Public Arts and Culture Commission is looking for a small group of experienced artists, when there is a limited time frame, or if the project requirements are so specialized that only a limited number of already identified artists would be eligible. It is possible that this list of artists would come from a pre-qualified list.

Direct Selection

On occasion, artists may be chosen directly by the Artist Selection Committee. Direct selection may be useful on projects where an urgent timeline, low budget, or very specific project requirements exist. It is possible that this artist would come from a pre-qualified list. Approval of City Commission must be secured to utilize this selection method.

Direct Purchase

Some projects require the purchase of a specific artwork due to the exacting nature of the project or a very limited project timeline. In this case, the work must be “one-of-a-kind” and not mass-produced or off the shelf. It is possible that this artwork would come from an artist on a pre-qualified list. Approval of City Commission must be secured to utilize this selection method.

Pre-Qualified Artist Lists

The Public Arts and Culture Commission may decide to develop a pre-qualified pool of artists from which it can choose artists for Limited Competition, Direct Selection and Direct Purchase. This pool would be developed based on a comprehensive review of artist qualifications. This list could be updated annually or bi-annually, depending on the frequency of new projects.

ADMINISTRATIVE GUIDE

PROJECT IMPLEMENTATION PROCESS



Upon the decision of the Artist Selection Committee, the Planning Department will work with the Law Director and/or City Manager to prepare a contract that includes the scope of work, fee, schedule, and relevant terms and conditions.

Contracts at or in excess of \$10,000.00 will be presented to the City Commission for their approval prior to the issuance of the contract. Contracts less than \$10,000.00 can be approved by the City Manager. In these cases, the Planning Department will brief the City Commission. For some projects, the contract with the artist may be phased to include two scopes of work with separate pay schedules and deliverables. The first phase would include all design documentation, including final design, stamped engineering drawings, installation details, and a revised fabrication budget and timeline. The second phase would include all costs related to fabrication and installation.

The Planning Department will ensure all documents are signed and insurance coverage secured before issuing a notice to proceed. The Staff Liaison will be responsible for coordinating the work of the artist to ensure the successful integration of the artwork into the project. The Planning Department will organize a meeting with all relevant staff to review roles, responsibilities and schedule.

If specified in the contract, the artist will develop design development drawings for review and approval from the Public Arts and Culture Commission and the City before proceeding with fabrication. The Planning Department will schedule meetings with the appropriate offices to review and approve the plans.

If the artist proposes any significant design changes, the Planning Department will secure the approval of the Public Arts and Culture Commission and the City before approving said changes in writing, per the terms and conditions of the contract.

If the parties are not in agreement, the City Manager will act as arbiter. If the change will affect the budget, scope or schedule, the Planning Department will initiate a contract modification, if funds are available to do so.

The Planning Department will be responsible for overseeing the installation of the artwork. The Planning Department will be responsible for ensuring that all the necessary requirements have been completed prior to interim and final invoice payments to the artist.



SUMMARY OF PUBLIC ENGAGEMENT

Three components of public engagement took place throughout the process. The following documents showcases the results of the engagement opportunities.

SURVEY

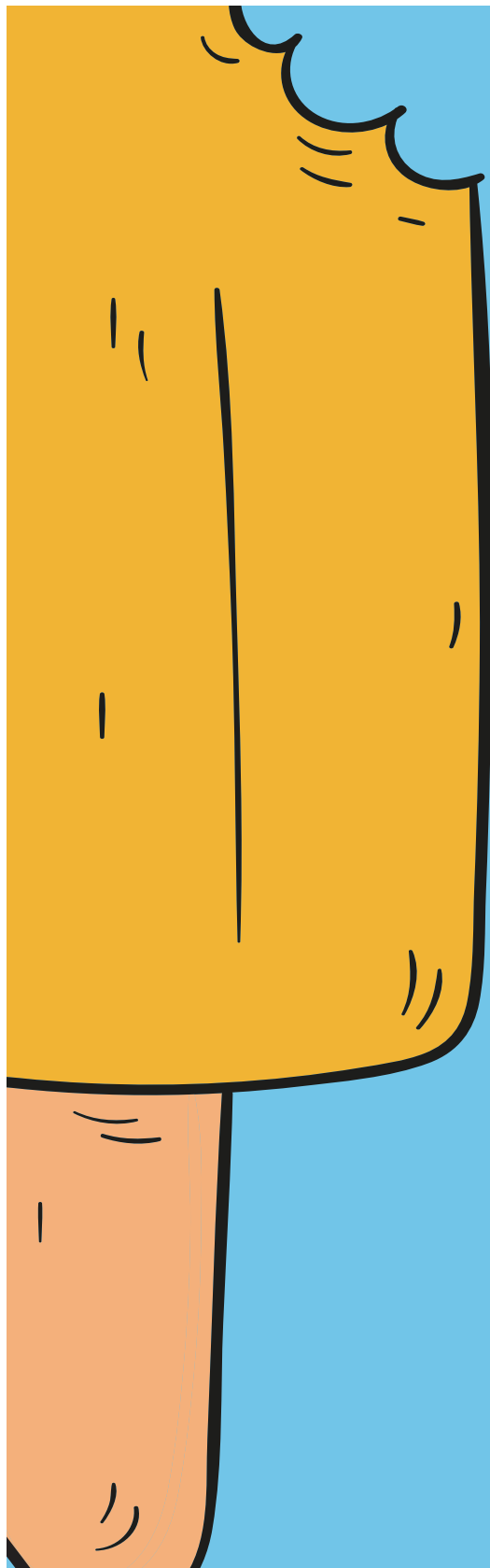
As part of the public engagement process, a survey was conducted to understand the community's vision for public art in the future.

STAKEHOLDER INTERVIEWS

Over thirty stakeholders were interviewed in order to understand the community's vision for the program in the future. These stakeholders included Council Members, local business owners, city staff, Public Arts and Culture Commissioners, local civic leaders, and engaged residents.

PUBLIC MEETINGS

Informed by the initial stakeholder interviews, two public meetings took place to discuss the importance of public art and placemaking in Sandusky. The first meeting, the Public Art Popsicle Pop-Up, was hosted at Washington Park. Participants were asked to share their big ideas for public art in Sandusky and what they believed to be the essence of Sandusky. The second meeting focused on presenting the recommendations of the plan to the public to ensure accurate representation of their vision for the Public Art and Placemaking Plan.



PUBLIC ART POPSICLE POP UP

JOIN THE CITY OF SANDUSKY FOR A
DISCUSSION ON PUBLIC ART OVER
POPSICLES AND KONA ICE SNO-CONES
AT

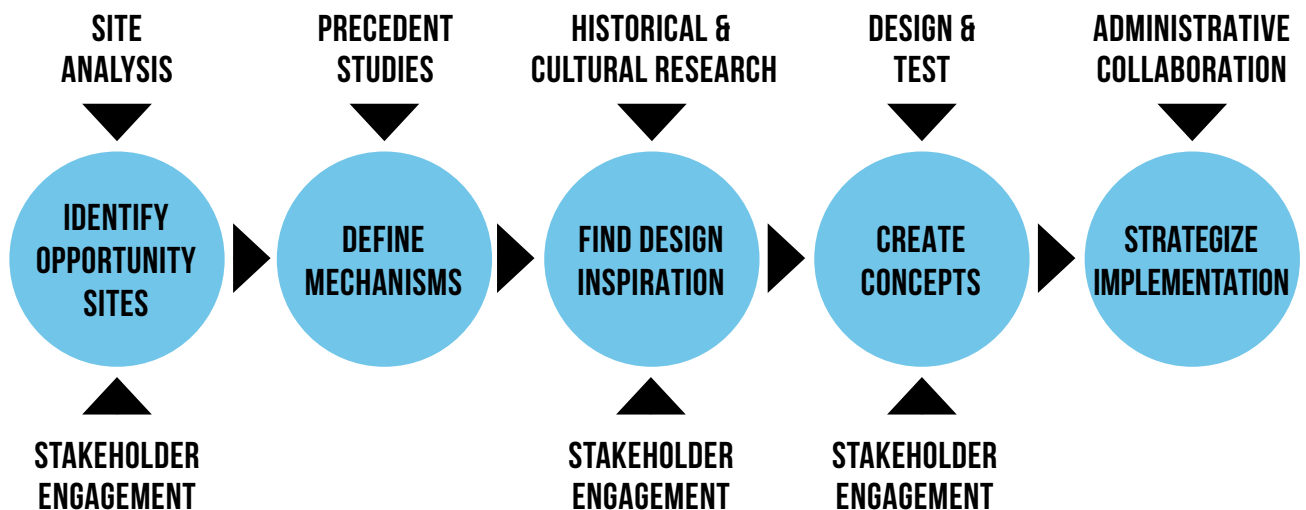
WASHINGTON PARK

THURSDAY, MAY 17, 2018
6:00 - 7:30 PM

VISIT WWW.SANDUSKYPUBLICART.ORG TO LEARN MORE ABOUT
THE SANDUSKY PUBLIC ART MASTER PLAN



SUMMARY OF PUBLIC ENGAGEMENT



Sandusky Stakeholder Report What We've Heard, So Far

SUBMITTED ON MAY 29, 2018

THEMES

Vibrancy

- Art can create vibrancy in Sandusky. How do we get there?
- Are commercial corridors where the focus should be?
- How can public art be integrated into neighborhoods to solidify the unique identity of each?
- Should neighborhood parks be where major public art opportunities lie within neighborhoods? Are there other ideal locations?
- Art should be both for the tourist and for the resident with an emphasis on Sandusky-centric themes
- Should there be development focused on the arts? (Examples include an arts district, an art park, annual temporary art show or festival)

Interactivity

- Interactive pieces must be part of the strategy of new art pieces. Young families live and are moving back here- if the art was geared toward being fun and for families, it would continue to solidify Sandusky's identity as a City for all ages.

High Quality and Varying Scale

- Art that is high quality should be sought by the Sandusky Public Art and Culture Commission.

OPPORTUNITIES FOR CONSIDERATION

LOCATION OPPORTUNITIES

Gateways

- Cedar Point Drive Gateway
- Water Taxi Points

Bayfront

- Large pieces along the Bay to be seen from Cedar Point, and other points of interest along the Bay.
- Sandusky Bay Pathway
- "Ground Zero" location
- Jackson Street Pier
- Schade- Mylander Plaza
- Grassy Area between Jackson Street Pier and Chesapeake Lofts
- Shoreline Park

Parks

- Small triangles

SUMMARY OF PUBLIC ENGAGEMENT

- Opportunities in Parks:
 - Shade Structures in Parks
 - Restrooms in Parks
 - Art Park

Historic Downtown

- Missing building on Water Street

Commercial Opportunities

Underpasses

PROGRAMMING OPPORTUNITIES

Temporary Art Festival

- (Example: Madison Square Park, Nuit Blanche, Fire and Ice Festival, etc.)
- Locations could include high visibility streets, parks without art, private property, City owned large roads, etc.
- Possible weekly events in the Summer

Collaboration: Partnership opportunities are extensive in Sandusky and must be harnessed for a strong program.

Partnership opportunities include:

- Local School System
- Existing cultural institutions
- Firelands Hospital
- Cedar Point
- Trust for Public Land
- Erie Metro Parks

FUNDING OPPORTUNITIES AND CONSIDERATIONS

Grants

- Local and National grants are great opportunities to apply to when considering implementation of the plan.

Percent for Arts Policy (Current Mechanism to fund public art)

- Public development
- Identify capital projects for the next five years to understand what projects are identified for investment.

Fundraising

- Create an innovative art proposal for a major installation and raise the money for the art.

POLICY NEEDS

- Public Art and Culture Commission Roles and Responsibilities
- Donation policy (including maintenance plan)
- Collection Management Policy
 - Inventory
 - Maintenance
 - Deaccession
- Public Private Partnership for Public Art

GENERAL COMMENTS

- Use this process as a groundswell for local artists
 - This planning process has the ability to capture the local artist community and to grow the community.
 - Consider Hamilton ArtSpace as an option in Sandusky
- Leverage Existing Funding
 - Must leverage existing funding to gain more funding from state and national grants.
- Strong Desire for Arts Presence in the northern Ohio Region
 - Could Sandusky become where the value of Public Art is researched and documented with the anticipated growth of the City?
- Use this process for placemaking identification as well as for public art
 - This process should be used to consider public spaces for placemaking activities that create points of interest for evening gatherings.
 - Recommendations should include showcasing our existing cultural institutions.
 - Could Sandusky be the City of Light?
- Significant interest in art creating points of interest for photographs.
- This plan must consider all other planning efforts currently underway in Sandusky.

Sandusky Online Survey Results

1. What qualities about Sandusky makes it unique? Select your top 3 choices.
 - The Bay- 60.94%
 - The Lake- 50.00%
 - History- 49.22%
 - Parks/Greenspace- 29.69%
 - Appearance/Character- 23.44%
 - Food/Dining- 19.53%
 - Local businesses- 17.19%
 - Sense of community- 16.41%
 - Active arts culture- 14.06%
 - Community Diversity/Inclusiveness- 14.06%
 - Active/Engaged Citizens- 10.94%
 - Schools- 7.81%
 - Neighborhoods- 7.03%
 - Local shopping- 2.34%
 - Other (sample of responses below)- 14.84%
 - Cedar Point
 - Limestone Buildings
 - Leisure and Tourism
2. What comes to mind when you think of public art? (sample of responses below)
 - Murals
 - Sculptures
 - Statues
 - Parks
 - Landscaping & Floral Displays
 - Festivals
3. Are you in favor of bringing more art to Sandusky?
 - Yes – 91.41%
 - No – 2.34%
 - I’m not sure – 6.25% (sample of responses below)
 - Depends on Medium
 - Depends on Funding
 - Depends on Locations
4. My favorite activity involving arts and culture in Sandusky is...
 - Theater
 - Art Walk
 - Art Classes
 - Gallery
 - Festivals

5. Where does this activity take place?
 - Downtown
 - Sandusky Cultural Center
 - State Theater
 - Washington Park
 - Galleries
6. Are there qualities you would like to see celebrated in Sandusky?
 - Yes – 64.23% (sample of responses below)
 - History of Sandusky
 - Diversity
 - Water – Bay & Lake
 - I’m not sure – 31.71%
 - No – 4.07%
7. Art in Sandusky could be... (sample of responses below)
 - Everywhere
 - Bold
 - Tool for Community Improvement
 - Unique
 - Inclusive
8. What locations would be ideal for public art? (sample of responses below)
 - Downtown
 - Waterfront
 - Parks, Plazas, & Piers
 - Gateways
 - Community Gathering Spaces
 - Throughout Neighborhoods
 - Public Buildings
9. Which of the following attributes would you like to see in Sandusky? Select as many that apply.
 - Thought provoking – 67.19%
 - Beautiful – 65.63%
 - History – 57.81%
 - Whimsical – 57.18%
 - Unexpectedness – 55.47%
 - Appeals to everyone – 40.63%
 - Recognizable content – 32.81%
 - Other attributes – 21.09% (sample of responses below)
 - Celebrating Diversity
 - Sophisticated
 - Interactive

SUMMARY OF PUBLIC ENGAGEMENT

10. Do you work in Sandusky?

- Yes – 69.53%
- No – 30.47%

11. Are you a resident of Sandusky?

- Yes – 76.38%
- No – 23.62%

12. What is your zip code? (most occurring)

- 44870
- 44839

13. What is your age?

- 18-21 – 5.60%
- 22-25 – 4.00%
- 26-30 – 11.20%
- 31-40 – 22.40%
- 41-50 – 23.20%
- 51-60 – 16.00%
- 61+ – 17.60%

14. How many people are in your household?

- 1 – 18.40%
- 2 – 33.60%
- 3 – 18.40%
- 3+ – 29.60%

Join the Sandusky Arts and Culture Commission to preview and give feedback on the recommendations for the Public Art and Placemaking Plan.



PUBLIC **ART &** PLACEMAKING PLAN PUBLIC MEETING

Visit www.sanduskypublicart.org for more information.

WHEN:

Wednesday, August 1, 2018

WHERE:

Near the Floral Clock at Washington Park





RELEVANT POLICY

Program Introduction p. 86

*Responsibility and Authority of the Public Arts
and Culture Commission p. 88*

Collection Management Policy p. 93

Donation of Public Art Policy p. 97

Policy and Procedure for Maintenance p. 100

*Commission Communication Guide for Public
Arts and Culture Commissioners p. 103*

Mural Guidelines p. 107

SANDUSKY PUBLIC ARTS AND CULTURE COMMISSION AND PUBLIC ART AND CULTURE PROGRAM

DEFINITIONS

For the purposes of this division, the following terms, phrases, words and their derivation shall have the meaning given herein:

Art or artwork when used herein shall mean works in any permanent medium or combination of media produced by a professional practitioner in the arts, including architecture and landscape architecture, generally recognized as possessing serious intent and substantial ability. For the purposes of this division, the terms art and artwork do not include performing or literary arts such as dance, music, drama, or poetry unless expressed in a manner defined above.

Commission when used herein shall mean the Sandusky Public Art and Cultural Commission of the City of Sandusky, Ohio.

Commissioner when used herein shall mean the members of the Sandusky Public Art and Cultural Commission, excluding the city manager who shall serve as an ex officio member of the Public Art and Cultural Commission.

Capital improvement project or CIP when used herein shall mean projects that are funded by the City of Sandusky.

City Manager when used herein shall mean the City Manager of the City of Sandusky, Ohio, or his/her designee.

Sandusky when used herein shall mean the City of Sandusky, Ohio.

Sandusky Public Art Collection when used herein shall mean all works of art owned by the City of Sandusky, Ohio.

Percent for Art Program when used herein shall mean a program in which a percentage of the admissions tax is used to fund and install public art.

Public art master plan or plan when used herein shall mean the Public Art Master Plan of the City of Sandusky, Ohio, as it exists or may be amended. The public art master plan shall provide a strategy and vision for the systematic selection of pieces of art and locations of art to be included in public spaces.

Public Arts and Culture Commission when used herein shall mean a nine member body that serves principally in an advisory capacity to Sandusky City Staff.

Public and Cultural Art Acquisition Fund when used herein shall mean funds used for the acquisition and commissioning of public art for the city of Sandusky. The Public and Cultural Art Acquisition Fund (PCAAF) is

funded on an annual bases with the use of general funds. One percent (1%) of the total admissions tax received from the previous year shall be used as the formula for establishing the budget for PCAAF. The PCAAF is a separate, special fund as part of the City's overall finances into which public art donations and funding are deposited, transferred and used for acquisition, commissioning, performance, exhibition and conservation of public art as recommended by the Public Arts and Culture Commission and approved by the City Manager.

Public Art and Culture Program when used herein shall mean the Public Art and Culture Program of the City of Sandusky, Ohio continued by this division.

Public art annual plan when used herein shall mean the annual plan developed by the Public Arts and Culture Commission with staff, detailing the public art projects and funding levels recommended for the upcoming year. The public art annual plan shall be submitted to City Commission for approval as part of the annual budget.

Public Art and Culture Program.

The Public Art and Culture Program is hereby continued to, among other things, promote and encourage public and private art programs, to further the development and awareness of, and interest in, the visual arts, to create an enhanced visual environment for Sandusky residents, to commemorate Sandusky's rich cultural and ethnic diversity, to integrate the design work of artists into the development of Sandusky's infrastructure improvements and to promote tourism and economic vitality in Sandusky through the artistic design of public spaces.

Public Art and Culture Program Funding.

The Public and Cultural Art and Acquisition Fund shall be funded on an annual basis with the use of general funds. One percent (1%) of the total admissions tax received from the previous year shall be used as the formula for establishing the budget for the Public and Cultural Art and Acquisition Fund. The Public and Cultural Art and Acquisition Fund is a separate, special fund as part of the City's overall finances into which public art donations and funding are deposited, transferred and used for acquisition, commissioning, performance, exhibition and conservation of public art as recommended by the Public Arts and Culture Commission and approved by the City Manager.

SANDUSKY PUBLIC ARTS AND CULTURE PROGRAM RESPONSIBILITY AND AUTHORITY OF THE SANDUSKY PUBLIC ARTS AND CULTURAL COMMISSION

SANDUSKY PUBLIC ARTS AND CULTURAL COMMISSION

Purpose and Responsibilities

The Sandusky Public Arts and Cultural Commission, established in January of 2018 (Ord. No. 18-004), advises the Sandusky City Commission in all matters pertaining to city-sponsored Public Art and Cultural Art Programs. The Board's primary goal is to increase the public's awareness of all visual arts including, but not limited to, exhibition of sculpture, paintings, mosaics, photography, and video.

The Sandusky Public Arts and Cultural Commission, as a decision-making body within the Sandusky city government, will be responsible for interpreting and reviewing proposed public art projects based on the criteria identified in these policies and procedures, and making recommendations to the City Commission.

The Public Arts and Cultural Commission has the following responsibilities:

- Act principally in an advisory capacity to Sandusky staff and the city Commission in any matter pertaining to art.
- Present an annual report of Arts and Culture Commission Activities.
- Advise and make recommendations to city Commission pertaining to the execution of the public art master plan.
- Advise and make recommendations to the city Commission pertaining to, among other things, policies and procedures as identified in the public art master plan; artist selection juries and process; commission and placement of artworks; and maintenance and removal of artworks.

Membership

The Sandusky Public Arts and Cultural Commission will be comprised of nine (9) members. Five (5) members shall be appointed by the City Commission and four (4) members shall be appointed by the City Manager. Three (3) ex-officio members will be appointed. The City Manager shall designate a City employee to serve as the staff liaison, one City Commissioner, and one representative of a high school and/or college art program shall serve as ex-officio members. Each member will serve three-year terms and membership will be staggered. To achieve staggered appointments, the initial appointments to the Public Arts and Culture Commission shall have three (3) members appointed to three (3) year terms, three (3) members appointed to two (2) year terms and three (3) members appointed to (1) year terms. No Commissioner shall serve for more than six (6) consecutive years; provided, however, should a Commissioner's replacement not be qualified upon the expiration of any term of a Commissioner, then that Commissioner shall holdover on the Public Arts and Cultural Commission until a qualified replacement Commissioner has been appointed. Board members will be recommended and approved by the Sandusky City Commission and will be representative of the community demographic. Member shall have

experience and/or an interest in the placement, creation, or designation of public art. Each commissioner shall have any other qualification(s) as the City Commission deems necessary and appropriate.

Procedures

Commissioners will not submit applications for the placement of their own artwork and/or projects that are commissioned using City funds. Commissioners are able to invite artists to participate, but must refrain from giving advice to applicants or answering their questions and direct such questions to the Staff Liaison. If the Board holds a public meeting, the hearing will be open to the public and the dates, times, and locations of these meetings will be posted on the City's website. Decisions will be based on a simple majority vote of the Board.

Conflict of Interest

Commissioners will declare any and all conflicts of interest for all projects and artwork under consideration at the beginning of their meetings. A conflict of interest exists if a Commissioner, an organization the Commissioner is associated with, as a staff or Commissioner, or a Commissioner's family member, has the potential to gain financially from the project under consideration by the Board. In order to promote public confidence in this process, a Commissioner may also consider declaring a conflict if they think there may be a perception that they have a conflict. If a Commissioner has a conflict, he/she must not participate in the Board's discussion or decision regarding the project. They must also refrain from discussion about the project and from influencing fellow Commissioners.

SANDUSKY PUBLIC ARTS AND CULTURAL COMMISSION STAFF LIAISON

The Public Arts and Cultural Commission Staff Liaison will oversee the Public Arts and Culture Program, as well participate in the planning, purchasing, commissioning, donation, placement, handling, conservation, and maintenance of public artwork under the jurisdiction of all City departments. The success of the Sandusky Public Arts and Culture Program is dependent on having a dedicated staff liaison to administer all aspects of the program.

The Staff Liaison has the following responsibilities:

- Develop and implement the annual Public Art Work Plan in coordination with the Public Arts and Cultural Commission and appropriate City departments and representatives.
- Oversee the administration of the commissioning of new works of public art including, but not limited to:
 - Project planning- developing scopes of work and project budgets, coordinating with the Project Manager and project architect, and identifying community partners when necessary.
 - Management of the artist selection process- developing and distributing RFQs and RFPs, staffing the artist selection committees, and conducting artist workshops.
 - Project implementation- developing contracts, getting necessary approvals, coordinating with the project manager, reviewing preliminary and final designs, and monitoring artist progress and compliance with the project contract.
 - Documentation- keeping records of contracts, photographs, construction drawings, maintenance manuals, and meetings.
 - Community education- assisting in garnering publicity for projects, facilitating public meetings, and developing educational materials.
- Oversee the work of project consultants
- Encourage private developers to include public art in their developments and guide them, when requested, through the process of selecting public art for their facilities.

APPENDIX A: PROPOSED POLICY

- Identify collaborations and sources of funds
- Oversee a comprehensive conservation survey of the Sandusky Public Art Collection and ensure all necessary repairs are conducted.
- Report to the Planning Director
- Staff the Public Arts and Cultural Commission

ARTIST SELECTION PROCESS

Purpose and Responsibilities

The role of the artist selection process will interpret and review artist's proposals based on the selection criteria.

The goals of the selection process are as follows:

- To satisfy the goals of a specific project or site through an appropriate artist selection.
- To further the mission and goals of the Public Arts and Culture Program.
- To select an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity, or to encourage emerging local and regional artists to experiment in a safe environment.
- To identify an approach to public art that is suitable to the goals and demands of the particular project.
- To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- To select an artist or artists who can work successfully as members of an overall project design team.
- To ensure that the selection process represents and considers the interests of all parties concerned, including the public, the arts community and the City department involved.

Artist Selection Methods

Open Competition

In an Open Competition, any artist may submit his/her qualifications or proposal, subject to any requirements established by the Artist Selection Committee. The Requests for Qualifications (RFQs) or Requests for Proposals (RFPs) should be sufficiently detailed to permit artists to determine whether their art is appropriate for consideration. Open Competition allows for the broadest range of possibilities for a site and brings in new, otherwise unknown, and emerging artists.

Limited or Invitational Competition

In a Limited Competition, or Invitational, several pre-selected artists are invited by the Artist Selection Committee to submit their qualifications and/or proposals. This method may be appropriate when the Public Arts and Cultural Commission is looking for a small group of experienced artists, when there is a limited time frame, or if the project requirements are so specialized that only a limited number of already identified artists would be eligible. It is possible that this list of artists would come from a pre-qualified list.

Direct Selection

On occasion, artists may be chosen directly by the Artist Selection Committee. Direct selection may be useful on projects where an urgent timeline, low budget, or very specific project requirements exist. It is possible that this artist would come from a pre-qualified list. Approval of City Commission and/or the City Manager must be secured to utilize this selection method.

Direct Purchase

Some projects require the purchase of a specific artwork due to the exacting nature of the project or a very limited project timeline. In this case, the work must be “one-of-a-kind” and not mass-produced or off the shelf. It is possible that this artwork would come from an artist on a pre-qualified list. Approval of City Commission and the City Purchasing Agent must be secured to utilize this selection method.

Pre-Qualified Artist Lists

The Public Arts and Cultural Commission may decide to develop a pre-qualified pool of artists from which it can choose artists for Limited Competition, Direct Selection and Direct Purchase. This pool would be developed based on a comprehensive review of artist qualifications. This list could be updated annually or biannually, depending on the frequency of new Projects.

ARTIST SELECTION COMMITTEE

Membership of Selection Committees

Membership will be recommended by the Staff Liaison and approved by the Sandusky Public Arts and Cultural Commission. The members of the selection panel (panelists) will be representative of the community demographic and will consist of at least five members with the following representation:

- Artist or arts administrator;
- Project architect or landscape architect (if this representative wishes to recruit applicants, they will be non-voting);
- Public Arts and Cultural Commission member;
- Parks and Recreation Board member;
- A project site representative (i.e., commissioner, board member or departmental representative);
- City staff if project insight is deemed necessary;
- Community representative; and
- 2 at-large members (may be from project steering committee if not already represented, or students, educators, elected officials, etc.).

Procedures

Selection committee members will not submit applications for projects. Committee members will refrain from giving advice to applicants or answering their questions, and direct such questions to the Staff Liaison. All Committee meetings are open to the public; dates, times, and locations of these meetings will be posted on the city’s website and at City Hall. The Staff Liaison will provide Committee members with a ballot to assist them in reviewing each application or interview. Decisions will be based on a simple majority vote of the Committee.

Conflict of Interest

Committee members will declare any and all conflicts of interest for all projects and artwork under consideration at the beginning of their meetings. A conflict of interest exists if a committee member, an organization the committee member is associated with as a staff or board member, or a committee member’s family member, has the potential to gain financially from the project under consideration by the Committee. In order to promote public confidence in this process, a committee member may also consider declaring a conflict if they think there may be a perception that they have a conflict. If a committee member has a conflict, he/she must not participate in the Committee’s discussion or decision regarding the project. They must also refrain from discussion about the project and from influencing fellow committee members.

APPENDIX A: PROPOSED POLICY

CITY DEPARTMENTS

City Departments may recommend projects for possible funding or staff support by the Public Arts and Culture Program. They may also include side proposals and funding in their own Capital Improvement Plans. City Departments are also accountable to the City's public art policies and procedures. Public art projects under the jurisdiction of any City Department must be reviewed and approved according to the public art policies and procedures contained within this document.

INDEPENDENT BOARDS AND COMMISSIONS OF THE CITY

Independent Boards and Commissions may recommend their projects for possible support by the Public Arts Program. They may also include public art projects in their own requests to City Commission. Public art projects developed in partnership with these entities must be reviewed and approved according to the public art policies and procedures contained within this document. City staff coordinating public art projects will work closely with the staff liaisons of these Boards when working in partnership with them or placing projects on their property. Agreements with these Boards will reflect and include the policies and procedures of all partner boards.

CITY COMMISSION

The City Commission is tasked with the following:

- Review and approve the Public Art Master Plan.
- Review and approve the annual Public Art Work Plan.
- Make appointments to the Public Arts and Culture Commission.
- Approve all contracts in excess of \$10,000.00.

SANDUSKY PUBLIC ART PROGRAM COLLECTION MANAGEMENT POLICY

The City of Sandusky acquires artworks by commissions of the City's Public and Cultural Art Acquisition Fund and through gifts from groups and individuals. Processes for these acquisitions are dictated by the Sandusky Public Arts and Cultural Commission and Public Art Program Ordinance and by the Donation Policy and/or by the City's contract with the artist(s). Artworks acquired through these processes are considered to have been accessioned into the City's Permanent Collection and must be cared for in accordance with the Policy and Procedure for Maintenance Policy and the Collection Management Policy. Artworks in the City's possession that were acquired outside of or before these policies may not be accessioned pieces of the Permanent Collection and thus may not be subject to the Artwork Collection Management Policy. The Collection Management Policy is intended to maintain the value of the City's Permanent Collection and guard against the arbitrary disposal of any of its pieces.

OBJECTIVES

- Maintain a collection management program that results in a high-quality, City-owned public art collection;
- Eliminate artworks that are unsafe, not repairable, or no longer meet the needs of City of Sandusky;
- Respect the creative rights of artists; and
- Support an efficient workload for staff.

DEFINITIONS

Deaccession means a procedure for the withdrawal of an artwork from the Permanent Collection and the determination of its future disposition.

Relocation means a procedure for the movement of an artwork from one location to another.

Life Spans

- **Temporary:** 0-2 years
- **Short Term:** 2-10 years
- **Medium-Term** 10- 25 years
- **Long-Term** 25+ years

GENERAL POLICIES

Removal from Public Display

If the artwork is removed from public display, the City of Sandusky may consider the following options:

- **Relocation:** If City Staff and the Public Arts and Cultural Commission decide that an artwork must be removed from its original site, and if its condition is such that it can be re-installed, the City will attempt to identify another appropriate site. If the artwork was designed for a specific site, the City will attempt to relocate the work to a new site consistent with the artist's intention. If possible, the artist's assistance will be requested to help make this determination.
- **Store artwork** until a new site has been identified or the City decides to deaccession the artwork.
- **Sell or trade** the artwork after deaccession.

Provision for Emergency Removal

In the event that the structural integrity or condition of an artwork is such that the artwork presents an eminent

APPENDIX A: PROPOSED POLICY

threat to public safety, the City may authorize immediate removal without Public Arts and Cultural Commission approval or the artist's consent, by declaring a State of Emergency, and have the artwork placed in temporary storage. The artist and the Public Arts and Cultural Commission members must be notified of this action within 30 days. The City and the Public Arts and Cultural Commission will then consider options for repair, reinstallation, maintenance provisions or deaccessioning. In the event that the artwork cannot be removed without being altered, modified, or destroyed, and if the Artist's agreement with the City has not been waived under the Visual Artists' Protection Act, the City must attempt to gain written permission before proceeding. In the event that this cannot be accomplished before action is required in order to protect the public health and safety, the City shall proceed according to the advice of the City attorney.

Criteria for Deaccession

The City may consider the deaccessioning of artwork for one or more of the following reasons in the event that it cannot be re-sited:

1. An artwork is not, or is only rarely, on display because of lack of a suitable site.
2. The condition or security of the artwork cannot be reasonably guaranteed.
3. The artwork has been damaged or has deteriorated and repair is impractical or unfeasible.
4. The artwork endangers public safety.
5. In the case of site specific artwork, the artwork's relationship to the site is altered because of changes to the site.
6. The artwork has been determined to be incompatible within the context of the collection.
7. The City of Sandusky, with the concurrence of the Public Arts and Cultural Commission, wishes to replace the artwork with work of more significance by the same artist.
8. The artwork requires excessive maintenance or has faults of design or workmanship.
9. Written request from the artist.

Integrity of Artworks

The Sandusky Public Arts Program will seek to ensure the ongoing integrity of the artwork and the sites for which they were created, to the greatest extent feasible, in accordance with the artist's original intentions, and consistent with the rights afforded by the 1990 Visual Artists Rights Act.

Access to Artworks

The City will seek to assure continuing access to artwork by the public, although the City may limit availability due to circumstances such as funding, public safety, display space, and deaccession processes.

Life Spans

Life spans that have been assigned to the work during the commissioning process will be taken into consideration as part of requests for deaccession or removal. For artworks that have not been assigned a life span, the Staff Liaison may engage experts to assist in assigning the artwork a life span, based on the life expectancy of the artwork's materials and fabrication methods.

APPLICATION PROCESS

Preliminary Request

Permanent artworks must be in place for at least five years before deaccession or relocation requests will be considered, unless matters of public safety necessitate the removal. Deaccession or relocation requests may be submitted by one of the following:

- Neighborhood organization or Homeowners Association;

- City Department;
- Independent Board or Commission of the City; and
- City Commission Member.

The Public Arts and Cultural Commission reviews a preliminary request from the applicant. If this Commission votes in favor of considering the request, then the Staff Liaison works with the applicant to bring a full proposal before the Public Arts and Cultural Commission.

DEACCESSION AND REMOVAL FORM

The Staff Liaison will provide applicants with an application form that will serve as the applicant's formal request for consideration by the Public Arts and Cultural Commission.

REVIEW PROCESS

The Public Arts and Cultural Commission will review requests and make a decision regarding deaccession or relocation.

Public Meeting

The Public Arts and Cultural Commission will hold at least one public meeting for the purpose of gathering community feedback on a proposed deaccession or removal. The Commission may also decide to hold additional public meetings or gather community input through other methods. The Public Arts and Cultural Commission may seek additional information regarding the work from the artists, galleries, curators, appraisers or other professional prior to making a recommendation. If relocation is proposed, a public meeting is not required.

Artist Involvement

If deaccession or removal is recommended, the artist (if available) will be contacted and invited to provide input to the Public Arts and Cultural Commission. The artist's contract, along with any other agreements or pertinent documents, will be reviewed and sent to the City Attorney's Office.

Recommendation

The Staff Liaison will prepare a report that includes the opinion of the City Attorney on any restrictions that may apply to the specific work. The Public Arts and Cultural Commissions' recommendation may include dismissing the request and/or modifying, relocating, selling, donating, disposing, or storing the artwork.

The Staff Liaison will provide all relevant correspondence including, but not limited to:

1. Artist's name, biographical information, samples of past artwork, and resume.
2. A written description and images of the Artwork.
3. Artist's statement about the Artwork named in Deaccession or Relocation Request (if possible)
4. A description of the selection process and all related costs that was implemented at the time the Artwork was selected.
5. A formal appraisal of the Artwork (if possible)
6. Information regarding the origin, history, and past ownership of the Artwork
7. Information about the condition of the Artwork and the estimated cost of its conservation.
8. Information and images of the Artwork's site
9. Any information gained from the public meeting held about the deaccession and removal of the work.
10. Feedback from the Director of the City Department responsible for operating and maintaining the Artwork.
11. Detailed budget for all aspects of conservation, maintenance, repair, installation, operation, insurance,

APPENDIX A: PROPOSED POLICY

storage, and City Staff support.

12. The Artist's contract with the City.

The Public Arts and Cultural Commission can recommend one or more of the following methods for an artwork's deaccession:

1. Sale or Exchange- sale shall be in compliance with the State of Ohio and City of Sandusky laws and policies governing sale of municipal property.
 - Artist, or estate of the artist, will be given first option to purchase or exchange the artwork(s).
 - Sale may be through auction, gallery resale, direct bidding by individuals, or other form of sale in compliance with the State of Ohio and City of Sandusky law and policies governing surplus property.
 - Exchange may be through artist, gallery, museum or other institutions for one or more artwork(s) of comparable value by the same artist.
 - No works of art shall be sold, traded or given to Public Arts and Cultural Commission Members or City of Sandusky Staff.
 - Proceeds from the sale of artwork shall be placed in a City of Sandusky account designated for public art purposes. Any pre-existing contractual agreements between the artist and the City regarding resale shall be honored. An exception to these provisions may be required if the artwork was originally purchased with funds that carried with them some restriction, for example, bond funds for street and sidewalk improvements, in which case the proceeds shall be placed in an account designated for art allowed under similar restriction(s).
2. Destruction of Artwork – if artwork is deteriorated or damaged beyond repair or deemed to be of negligible value.
3. If the City of Sandusky is unable to dispose of the artwork in a manner outlined above, the Public Arts and Cultural Commission may recommend the donation of the artwork to a non-profit organization or another method.

COSTS

If deaccession or relocation accommodates the applicant's interests or project, they may be required to cover the costs of deaccession or relocation at no cost to the City.

CONFLICT OF INTEREST

No works of art shall be given, sold, or otherwise transferred publicly or privately, to officers, directors, or employees or staff of the City of Sandusky, or their immediate families or representatives of the City of Sandusky.

COMPLIANCE WITH APPLICABLE POLICIES AND REGULATIONS

Deaccession and relocation of artwork will be done in a manner that complies with all other applicable City of Sandusky, state of Ohio, and federal procedures, policies and regulations.

EXISTING PUBLIC ART PIECES AT TIME OF POLICY ADOPTION

Existing public art pieces on City-owned property should be evaluated using the deaccession criteria to ensure that it is appropriate for the City to continue to own and maintain the piece. If the piece does not meet the deaccession criteria, then the piece will be accessioned into the Sandusky Public Art Collection.

SANDUSKY PUBLIC ARTS AND CULTURE PROGRAM DONATION OF PUBLIC ART PROCEDURES

All public art piece donated to the City of Sandusky must come with a plan to fund and deliver ongoing maintenance or the resolution accepting the public art must identify how maintenance of the donated public art will be funded.

DONATION REQUIREMENTS

The City will consider donations on the following basis:

- The donation contributes to and enhances the City's public art collection;
- The donation meets a high standard of quality and is appropriate and meaningful to the community;
- The donation follows required City procedures including the submission of a Donation Proposal and a Maintenance Plan. Donation Proposal requirements are included in this policy. The requirements for the Maintenance Plan can be found in the Sandusky Public Art Program Policy and Procedure for Maintenance Policy;
- The donation is made with the understanding that no City funds will be required for production, siting, installation, or ongoing operations and maintenance of the work without prior approval of the City of Sandusky;
- The donation proposal includes a plan to fund and deliver ongoing operations and maintenance – or the resolution accepting the public art must identify how maintenance will be funded; and
- The donation proposal is reviewed and endorsed by the Sandusky Public Arts and Cultural Commission and approved by the City of Sandusky.

The City will not accept a donation of artwork until all funds for its development, fabrication, siting, and installation have been secured. The City will consider the following types of donation proposals for artworks for City-owned property:

- An already completed work of art;
- A commissioned artwork by a specific artist or artists to be created especially for a City-owned property; and

ROLE OF THE SPONSOR OR DONATING ARTIST

A donation of artwork must have a sponsor or co-sponsors, who will prepare and present a donation proposal. The sponsor's principal roles are to state the intent of the donation and be responsible for raising or providing the funding for its production, acquisition, installation, and maintenance. Community groups or corporations can act as a sponsor, provided they can demonstrate community support for the proposal. Demonstrating community support reinforces the public nature of the proposal.

DONATION PROPOSAL PROCEDURES

All offers of artwork proposed for property under City jurisdiction must be made in writing and submitted by the sponsor to the City of Sandusky for review by Sandusky Public Arts and Cultural Commission. The donation proposal must contain the following for an already completed work or a commissioned artwork:

APPENDIX A: PROPOSED POLICY

1. Rationale for the intent, purpose, and added value to the City of the proposed gift;
2. Brief statement about the artwork or project and biographical information about the artist, including resume and supporting materials;
3. Project timeline;
4. Site plan that shows the proposed location of the artwork, a photograph of the proposed installation site, and surrounding environment;
5. Visual presentation of the artwork on the proposed site(s), including drawings, photographs, and models of the proposed work with scale and materials indicated;
6. Maintenance plan, including operations and maintenance information citing requirements for ongoing maintenance and associated costs; and
7. Documentation of artwork ownership and statement of authority and intent to transfer ownership to the City.

The following additional information must be provided for a commissioned artwork to be created especially for a City-owned property:

8. Detailed budget, with costs for the project including site preparation, installation, and insurance that meets City requirements, and
9. Funding committed to date and proposed source(s) of funds.

DONATION PROPOSAL REVIEW PROCESS

All proposals for donations of artwork must follow a three-stage review process:

1. Review by the City of Sandusky and the Public Arts and Cultural Commission utilizing the Donation Review Criteria below;
2. Evaluation by a qualified professional public art conservator and/or arts professional such as a museum director, curator, historian, or writer/critic; This service will be procured by the City and paid for by the sponsor; and
3. Recommendations and findings from the conservator and/ or arts professional will be presented to both City Staff and the Public Arts and Cultural Commission, who will prepare a report and request to be submitted to the Sandusky City Commission for approval.

If a donation is made that is valued at \$10,000.00 or less, the Public Arts and Cultural Commission may recommend acceptance of the donation by the City Manager with communication to the City Commission. If the donation is valued in excess of \$10,000.00, the acceptance of the donation must be approved by the City Commission through a resolution. The resolution must include the anticipated location(s) of the artwork(s). If the Public Arts and Cultural Commission decides against accepting the proposal, City Staff, in collaboration with the Public Arts and Cultural Commission, will notify and provide a rationale to the sponsor and the artist.

DONATION REVIEW CRITERIA

The donation review process will include, but will not be limited to, the following:

- **City-owned Property** – Donated public artwork must be located on City-owned or City-managed property;
- **Relevance and Site Context** – Works of art must be appropriate for the proposed location and its surroundings, and/or complement the architecture, topography, history, and social dynamic of the location in which it is placed;
- **Artist and Artwork Quality** – The artist demonstrates the ability and potential to execute the proposed artwork, based on previous artistic achievement and experience. The artwork must enhance the City's public art collection;

- **Physical Durability** – The artwork will be assessed for long-term durability against theft, vandalism, and weather;
- **Public Safety and Liability** – The artwork will be assessed for any public safety concerns, as well as for any potential liabilities for the City;
- **Sustainability** – Consideration will be given to the environmental impact and sustainability of the proposed artwork, including its operations and maintenance requirements/costs; and
- **Legal** – Proposed terms of donation, legal title, copyright authenticity, artist’s right to reproduce, liability, and other issues as deemed appropriate will be considered.

Memorial Gifts

Memorial gifts will have an additional review process, which will include, but will not be limited to, the following:

- **Timeframe** – The person or event being memorialized must be deemed significant enough to merit such an honor. The person so honored will have been deceased for a minimum of twenty-five years. Events will have taken place at least twenty-five years prior to consideration of a proposed memorial gift;
- **Community Value and Timelessness** – The person or event being memorialized represents broad community values and will be meaningful to future generations; and
- **Location** – The location under consideration is an appropriate setting for the memorial; in general, there should be some specific geographic justification for the memorial being located in a specific site.

ACCEPTANCE AND ACCESSION OF THE ARTWORK

If the proposal is accepted by the City of Sandusky, a formal agreement will be negotiated outlining the responsibilities of each party (the City, the sponsor(s), the artist, and outside contractors, where applicable). The agreement will address project funding, insurance, siting, installation, operations and maintenance, project supervision, vandalism, the right of removal or transfer, public safety, and other issues as necessary.

The City of Sandusky will be the owner of the artwork and reserves the right to remove or alter the work to ensure public safety or because of any other City concerns. The City upholds copyright law and the Visual Artists Rights Act of 1990. Any changes will be made in consultation with the artist and sponsor(s).

The completed and installed artwork will be accessioned and added to the City’s inventory list and master database with all accompanying documentation.

REMOVAL, RELOCATION OR DEACCESSION OF THE ARTWORK

In accepting a donation of artwork, the City of Sandusky will not be bound by any agreement with the donor that restricts the City’s ability to act in the best interest of the City of Sandusky. Nothing in the acceptance of a donation of artwork shall prevent the City from approving subsequent removal, relocation or deaccessioning of such donations if it serves the City’s best interest to do so. The City will deaccession and dispose of works of artwork in its collection in accordance with the Collection Management Policy.

ART ON LOAN OR TEMPORARY DISPLAY ON CITY-OWNED PROPERTY

Art on loan or art on temporary display on City-owned property must meet the Donation Requirements above, follow the Donation Proposal Procedures 1-9 above, and must be reviewed using step 1 of the Donation Proposal Review Process. Art on loan or art on temporary display on City-owned property must not be accessioned or added to the City’s inventory list and master database.

APPENDIX A: PROPOSED POLICY

If a temporary display on City-owned property is valued at \$10,000.00 or less, the Public Arts and Cultural Commission may recommend acceptance of the temporary display on City-owned property by the City Manager with communication to the City Commission. If the temporary display on City-owned property is valued in excess of \$10,000.00, the acceptance of the donation must be approved by the City Commission through a resolution. The resolution must include the anticipated location(s) of the artwork(s). If the Public Arts and Cultural Commission decides against accepting the proposal, City Staff, in collaboration with the Public Arts and Cultural Commission, will notify and provide a rationale to the sponsor and the artist.

SANDUSKY PUBLIC ART AND CULTURE PROGRAM POLICY AND PROCEDURE FOR MAINTENANCE

INTRODUCTION

The Sandusky Public Art Maintenance Program uses the Public and Cultural Art Acquisition Fund appropriated through the PCAAF.

The Public Art Maintenance Program will be administered by the City of Sandusky under advisement of the Sandusky Public Arts and Cultural Commission through yearly evaluation and planning for maintenance of the existing collection.

The Program addresses:

- Accessioning and inventorying the City's collection of public art;
- Conducting a semiannual Survey and Condition Assessments of all work in the collection;
- Preparing a semi-annual Public Art Maintenance Plan; and
- Overseeing routine maintenance and special conservation treatment of the City's public art collection.

Every five years, the City of Sandusky will conduct an assessment of the condition of all public art with a qualified professional conservator and develop a prioritized list of works in need of conservation or maintenance. This list will be the basis of the semiannual Public Art Maintenance Plan.

Under this plan, trained City staff may carry out routine maintenance. For work in need of a higher level of maintenance, specialized care, or conservation treatment, the Program will utilize the maintenance funds available held in the Public and Cultural Art Acquisition Fund.

PROCEDURES PRIOR TO THE PUBLIC ART MAINTENANCE PROGRAM

Maintenance Plan

Understanding maintenance and care of public art begins before an artwork is created. During the design phase or when a donation is initiated, the City, artist, or sponsor will review and analyze their design proposal and advise on maintenance and operations of the artwork.

On behalf of the City, artist, or sponsor, the appropriate party will submit a Maintenance Plan to the City of Sandusky and the Public Arts and Cultural Commission, who will review and then catalogue any tasks associated with maintenance of the artwork.

The Maintenance Plan will enable the City and the Public Arts and Cultural Commission, to:

- Evaluate the quality and sustainability of the proposed or existing public artwork;
- Establish maintenance requirements, assign schedules, and identify potential costs; and

APPENDIX A: PROPOSED POLICY

- Determine if the City of Sandusky should accept or decline the design proposal and/or public artwork.

To produce the Maintenance Plan, the artist should examine and render an opinion on the following:

- Durability;
- Type and integrity of materials;
- Construction/fabrication technique;
- Internal supports, anchoring and joining, and footings;
- Landscaping;
- Vulnerable and delicate elements;
- Drainage of artwork;
- Potentially dangerous elements;
- Security;
- Location;
- Environment;
- Whether the design encourages/discourages interaction; and
- Effects of skateboarding, graffiti, and any other potentially damaging activities.

The Maintenance Plan will include:

- A record of the artist's intentions for the work of art;
- Recommendations to mitigate potential problems discovered during the examination;
- Notes about how the artist would like the work of art to age;
- An itemization of long-range considerations and care, highlighting maintenance and the anticipated needs for periodic conservation treatment or repairs; and
- Identification of the lifespan of the artwork and a prognosis of its durability in consideration of that lifespan.

Lifespan of Artwork

This lifespan will be selected from one of two categories:

- **Temporary:** 0-2 years
- **Short Term:** 2-10 years
- **Medium-Term:** 10- 25 years
- **Long-Term:** 25+ years

The artwork may also be identified as site-integrated, or part of the site and/or the architecture, as appropriate and will fall into the Long-Term lifespan category above.

Utilization of the Maintenance Plan

The Maintenance Plan will be used to:

- Advise the Public Arts and Cultural Commission, City Department Directors, and others who must review and approve design proposals or accept or decline donated public artwork;
- Troubleshoot the production of construction drawings, the fabrication of the artwork, and the preparation of the site;
- Follow-up on the artist's recommendations; and
- Refer to during the post-fabrication/installation inspection to prepare a final report and a punch-list to complete the project.

The City of Sandusky and the Public Arts and Cultural Commission, professional conservators, and artists will strive to address the recommendations in the Maintenance Plan without unduly interfering with the aesthetic intent of the proposed public art.

Post Fabrication/Installation Inspection

The Post-Fabrication/Installation Inspection conducted by staff will be based upon and follow-up on the Maintenance Plan that was carried out during the design phase. It will include the following:

- Ensure that recommendations made in the Maintenance Plan and during fabrication were followed;
- Confirm that the artwork is executed as proposed and agreed upon;
- Confirm that there are no missing or incomplete elements;
- Establish that materials quality and stability are acceptable;
- Establish that fabrication quality and stability are acceptable;
- Confirm that installation is stable and secure;
- Confirm that stainless steel is fully and properly “passivated”;
- Confirm that, if required, protective coatings have been applied;
- Ensure that warranties for electronic and other media are submitted as necessary;
- Identify any remaining vulnerabilities;
- Confirm no new damage resulting from installation process;
- Ensure that the maintenance and operations plan is accurate; amend as needed; and
- Confirm that the plaque/public notice meets program guidelines and is properly installed.

INDIVIDUAL COMMUNICATION AND SOCIAL MEDIA GUIDE FOR SANDUSKY PUBLIC ARTS AND CULTURE COMMISSIONERS

The purpose of this guide is to help standardize and elevate communications from Commissioners and other non-staff members on behalf of the public arts and culture program. Please use this guide to inform your external communications.

WHY PUBLIC ART?

Often one of the first questions those in the public art field are asked to answer is basic: why public art? The answer is multifaceted and may change based on the audience, however the fundamentals on how to answer this question are outlined below:

- To reflect Sandusky's cultural and ethnic diversity, and the diversity of the visual arts, while building a publicly available collection of dynamic art that celebrates the human spirit and condition.
- To foster the development of independent artists by integrating their work into public places, civic infrastructure and private development.
- To enrich the community through innovative and diverse Public Art.
- To promote tourism and economic vitality in Sandusky through the artistic enhancement of public spaces.

PUBLIC ARTS AND CULTURE COMMISSION

In addition to communicating the importance of public art, Commissioners may also be required to communicate what the Public Arts and Culture Commission is, what it does, and how it does its work. This can be summed up by communicating the mission, goals, and guiding principles of the Commission.

Our Mission

The mission of the City of Sandusky Public Art and Culture Program is to promote cultural and economic vitality in Sandusky, Ohio by integrating the work of artists into public places.

Goals

- To further the development of, awareness of, and interest in the visual arts;
- To integrate the design work of artists into Sandusky;
- To create an enhanced, interactive visual environment for Sandusky residents;
- To commemorate Sandusky's rich history;
- To promote tourism and economic vitality in Sandusky through the artistic enhancement of public spaces;
- To increase attachment to place;
- To engage community partners to build support for public art

Guiding Principles

Sandusky's Public Art:

- Will allow for artistic creativity and innovation
- Is community and site-oriented
- Is sensitive to community histories, strengths, and aspirations
- Is developed in an open, informed atmosphere
- Articulates the values and vision of the community
- Is designed for a diverse and ever-changing audience
- Will be distributed citywide, focusing on areas where people gather
- Will be represent a variety of artistic media and forms of expression
- Will be maintained for people to enjoy

Principles for Sharing

The set of principles below should govern how information is shared online. Whether on social media, via email, or through other digital methods remember to always keep these principles in mind.

WHAT TO DO:

Ensure Accuracy

The massive amount of information available online, much of it inaccurate, means we must pay close attention to verify information before we share. This is especially true when sharing information as a Commissioner since your communications may be seen as representing the city and the Public Art and Culture Program. Verify facts - especially those in viral posts or memes- before sharing. Be sure to cite and link to your sources whenever possible and ensure those sources are reputable news sources or organizations. Be on the lookout for false or misleading sites and always verify before you share.

Maintain Transparency

Remember that when you comment or post on social media, you are representing the Public Arts and Culture Commission- even if posting in a personal context. Always be honest about your identity. In personal or professional posts that relate to public art, the Public Arts and Culture Commission, or other city projects, you should identify yourself as a Commissioner. Be clear that you are sharing your views as an individual, not as a representative of the Public Arts and Culture Commission as a whole.

Think Before You Post

Even when using privacy controls, social media is inherently public. Screenshots can be taken of private posts and shared. Search engines can turn up posts and pictures years after the publication date. If there is someone with whom you would be uncomfortable seeing your post, its best not to post at all.

Take the High Ground

Again remember that you represent the Public Arts and Culture Commission, and by extension the city, in your online activity. Participating in discussions online is important and useful, especially to people who are unable to attend in person meetings. Engage with people civilly, as you would in person or at a Public Arts and Culture Commission meeting.

APPENDIX A: PROPOSED POLICY

Correct Mistakes

If you share inaccurate or incorrect information be up front and quick in correcting your post. Whether it be a blog or a social media post, be sure to state that you edited your post to correct a mistake or inaccuracy.

Monitor Comments

Most people who maintain social media sites welcome comments—it builds credibility and community. However, you may be able to set your account so that you can review and approve comments before they appear. This allows you to respond in a timely way to comments. It also allows you to delete spam comments and to block any individuals who repeatedly post offensive or frivolous comments.

WHAT NOT TO DO:

Do Not Use Pseudonyms

Never pretend to be someone else. Tracking tools enable supposedly anonymous posts to be traced back to their authors. Do not post something online unless you feel comfortable publicly identifying yourself.

Do Not Make Statements on Behalf of the Commission, City, or Staff

If you publish content to any website and it has something to do with the work you do on the Commission or about public art, use a disclaimer such as this: “The postings on this site are my own and do not represent the Public Arts and Culture Commission’s positions, strategies, or opinions.”

Do Not Use the Sandusky Logo or Make Endorsements

Do not use the City of Sandusky’s logo, or any other Sandusky collateral or images on your personal online sites. Do not use the City, Commission, or Staff’s name to promote or endorse any product, cause, or political party or candidate.

WHAT TO SHARE

When sharing or posting online about public art or the program, it is important to be intentional in order to effectively represent the program. The following topics should be the focus of posts relating to public art:

- The importance of public art
- Highlights of pieces in the collection
- Experiences with public art in Sandusky
- Anticipation of new public art in Sandusky
- Invitations to unveiling of new public art in Sandusky
- Repost and share status updates from the City of Sandusky Parks and Recreation Department without altering the original status
- Experiences with public art in the region or while travelling outside of the region

HOW TO SHARE

In order to be effective in your digital and online communications several mixed strategies should be deployed. This means sharing a variety of content and media, as well as providing original commentary. The following are the fundamentals that should be focused on in order to have a successful online presence.

Share Images

Social media in particular is geared towards visual media. Sharing photos is a great way to reach people while also visually illustrating your point. Always provide at least a short commentary on your photos and ensure that they are well lit, in focus, and contain interesting subject matter.

Share Videos

Video is a quick, easy, and engaging way to share online. With the advent of live-streaming and the ability to easily share video, it is an important tool to use on social media. Use video when static images wouldn't fully convey the subject matter or intended point. Be sure to pay attention to sound - either disable, provide intentional commentary, or allow useful ambient noise to play.

Share Articles with Commentary

A popular method of sharing on social media is to share articles from online news outlets and other organizations. Refer to the principals on sharing for guidelines on how to discern what to share. When it comes to 'how' to share, the key to ensure engagement is to provide commentary on your personal thoughts on the article.

Sharing personal stories can enhance the three methods of sharing above as sharing personal experiences and stories is one of the most impactful ways to engage online. Personal stories don't always need to disclose personal information, but rather should explain why public art is important to you and why others should care.

SANDUSKY PUBLIC ARTS AND CULTURE PROGRAM MURAL GUIDELINES

INTRODUCTION

Murals are an investment in a city's unique identity and its cultural cohesiveness, and contribute to its public art.

The Planning Department has oversight responsibility pertaining to the creation of murals on privately-owned buildings in the City of Sandusky.

The Sandusky Public Arts and Culture Commission assists the Planning Department with coordinating the creation and completion of murals on privately-owned buildings. This assistance includes but is not limited to: identifying potential mural sites; securing the required private funds and/or in-kind contributions from individuals, foundations, businesses and other corporate donors; issuing and administering the Request for Qualifications (RFQ) for mural artists; coordinating a selection process for RFQ reviews and artist recommendations; working to secure permits, as appropriate; negotiating and finalizing the contracts with building owner(s), artist(s), and donor(s); coordinating the creation and completion of murals; and working with the city of Sandusky on mural dedications.

Applications for mural designs on privately-owned buildings in the City of Sandusky must be approved by the Planning Department through the City mural application approval process described in number 6 below.

Private Building Mural Program Guidelines

1. Theme / Design Criteria:
 - Murals on privately-owned buildings will reflect the character, culture and history of the area/ neighborhood.
 - Appropriate thematic and other relationships to the surrounding environment.
 - Readability and appropriateness of scale.
 - Content: No signage or subject matter that could be construed as advertising or political messages.
2. Site Selection Criteria:
3. Requests for consideration of a mural to be placed on a privately-owned building may be submitted in one of the following ways.
 - The building owner submits a letter of request for the proposed mural to the Sandusky Public Arts and Culture Commission for consideration. The letter must include a proposed general idea or theme; a photograph of the wall on which the proposed mural will be created; and photographs of the surrounding area, including structures immediately adjacent to the building. The letter must include proof in writing that the required private funds and/or in-kind contributions are secured.
 - The City of Sandusky approaches the building owner to see if he/she is interested in potentially having a mural painted on the exterior of the building. If the building owner agrees to potentially having a mural painted, he/she writes a letter to the Sandusky Public Arts and Culture Commission indicating this approval. The Sandusky Public Arts and Culture Commission will submit a letter of request for the

proposed mural to the Planning Department for consideration. The letter must include a proposed general idea or theme; a photograph of the wall on which the proposed mural will be created; and photographs of the surrounding area, including structures immediately adjacent to the building. The letter must include proof in writing that the required private funds and/or in-kind contributions are secured.

4. Building Owner(s) Responsibilities:

- The Building owner must sign a contract created by the City of Sandusky which states that he/she will not paint over, destroy, or alter the mural for no less than five (5) years, nor will he/she alter the building or obscure the mural for no less than five (5) years. This criteria will be waived if the building owner submits a letter of request to the Planning Department that provides legitimate proof that the building owner must expand or remodel the building before five (5) years for business and/or other reasons, and/or the property is sold or transferred, and the Planning Department approves the request in writing. In such cases, before the mural is altered or destroyed, the building owner must provide thirty (30) days notification by letter and phone call to the artist and the Planning Department.
- The Building owner agrees to purchase and maintain lighting for the mural, where appropriate, during the mural's lifetime, which shall be no less than five (5) years.
- The Building owner agrees to pay for electricity to illuminate the mural nightly, if applicable, during the mural's lifetime, which shall be no less than five (5) years.
- The Building owner agrees that he/she is responsible for the maintenance of the mural during its lifetime, which shall be no less than five (5) years.
- The Building owner agrees to allow images of the completed murals to be placed on The City of Sandusky website.

5. RFQ Artist Selection Criteria:

- Experience with similar mural projects, examples of past projects – either in Sandusky or other cities with strong mural programs, including at least ten (10) color images of one or more completed mural projects – and three supporting professional references.
- Willingness to work with the Public Arts and Culture Commission, the building owner and the community to develop and refine the mural design.
- Timely response to the RFQ, which shall include but not be limited to a requirement that at least ten (10) color renderings/designs of the proposed mural, a written description of the mural, and photographs of the proposed site and physical surroundings be submitted to the Public Arts and Culture Commission.
- Innovative and unique artistic vision, including technique, composition of visual art elements, use of line, color, form, and texture.
- Realistic project budget and timeline.
- Willingness to enter into a contractual agreement with the City of Sandusky.
- Liability/Workers compensation/automobile insurance.
- Agreement to allow images of the completed mural to be placed on the City of Sandusky website.

6. City Mural Application Approval Process:

To streamline the mural application approval process, the City of Sandusky will receive, review and submit all application materials to the Public Arts and Culture Commission, which will route the application materials through the appropriate City Departments (including but not limited to the Planning Department) for review and approval.

- The City of Sandusky submits to the Public Arts and Culture Commission Staff Liaison the Planning Department's General Application Form and supporting materials for the City mural application

APPENDIX A: PROPOSED POLICY

- approval.
 - The Planner in charge of the mural approval process monitors the application through the Planning Department.
 - The Planning Department notifies Public Arts and Culture Commission when the General Application Form for the mural is approved and presents the mural as a courtesy review.
 - The Planning Department notifies the building owner and artist.
 - All zoning and other regulations of the City of Sandusky must be adhered to unless specifically exempted with such regulations or a waiver is approved through the applicable board or commission.
7. Fundable Expenses include but are not limited to:
- Artist(s) fees for design and execution of mural.
 - Rental or purchase of painting equipment or the purchase of painting supplies.
 - Rental of barricades and other equipment required of street or alley closures.
 - Lighting and electrical equipment.
 - Other expenses that are pre-approved by the Public Arts and Culture Commission and the City of Sandusky.
8. Mural Preparation and Creation:
- The Private Property owner and the City of Sandusky will work together to secure permits, as appropriate, such as street or alley closures.
 - The City of Sandusky monitors the creation and completion of the mural.
 - The Artist creates artwork in a timely fashion. If more time is needed, artist notifies the City of Sandusky so that any applicable permits may be extended.
 - The creation of the mural must include materials that are long-lasting (at least five (5) years), graffiti-resistant, or include an anti-graffiti coating.
 - The artist notifies the City of Sandusky when the mural is completed.
9. Dedication:
- When the mural is completed, the Public Arts and Culture Commission will hold a mural dedication event.
10. Publicity
- The artist provides the City with digital images of the completed mural.
 - City of Sandusky Staff will post digital images of the completed mural on the City of Sandusky website.



COMMUNITY DEVELOPMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Matthew D. Lasko, Chief Development Officer
Date: October 10, 2018
Subject: Commission Agenda Item – Ordinance to Levy

Items for Consideration: Approval of an ordinance levying special assessments for the John and Adrienne O'Donnell energy special improvement project.

Background Information: Per Ohio Revised Code Chapter 1710, the Ohio General Assembly has authorized property owners to create ESIDs upon a petition to a municipal corporation or township. ESIDs are voluntary organizations created on behalf of property owners undertaking special energy improvement projects at certain properties and allows for the finance of such special energy improvement projects by way of voluntary special assessments. These special assessments are paid semi-annually as a means to aid businesses by keeping lines of credit and other business equity/cash uncommitted to be used on other business purposes. In many instances, the assessments can be paid in whole or in part due to energy savings realized by the property owner.

The City of Sandusky created the “City of Sandusky Energy Special Improvement District, Inc.” (“Sandusky ESID”) in 2016. Property owners can be added to the Sandusky ESID by undertaking qualified energy improvement projects but must also petition the City Commission for inclusion and have an ordinance to proceed and ordinance to levy approved. This communication requests the Sandusky City Commission to approve an ordinance to levy special assessments for the John and Adrienne O'Donnell energy special improvement project.

John and Adrienne O'Donnell are the owners of Imagine Baking located at 1034 Hancock Street. Imagine Baking is a full-service contract bakery focusing on gluten-free, organic and conventional baked products and have a research and development lab on-site. The owners undertook and completed a \$362,000 construction project including roof replacement and repair, LED lighting installation, and various equipment purchases. The Toledo-Lucas County Port Authority funded 100% of the project costs.

The proposed project was considered by the Board of the Directors of the Sandusky ESID on February 13th, 2018 and was approved unanimously and the City Commission has previously approved both the Resolution of Necessity and Ordinance to Proceed with the project.

Budgetary Information: There are no budgetary impacts resulting from this legislation however the City will receive special assessment payments made by the O'Donnell's to the County and will serve as a pass-through agent and send the payments to the Toledo-Lucas County Port Authority to retire the loan.

Action Requested: It is requested that the proper legislation be prepared to approve an ordinance to levy in order to levy special assessments for the John and Adrienne O'Donnell energy special improvement project and that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to ensure the assessments are included on the tax duplicate by the County for next billing cycle.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Trevor Hayberger, Acting Law Director
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE JOHN AND ADRIENNE O'DONNELL, LLC PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky created an Energy Special Improvement District ("District") under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the City Of Sandusky, Ohio Energy Special Improvement District, Inc. ("Corporation"), to govern the District by Ordinance No. 018-16R, passed on March 14, 2016; and

WHEREAS, property owners within the District are permitted to make certain "energy efficiency improvements" to their properties, which constitute a "special energy improvement project", and pay for the cost of the special energy improvement project by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code. Revised Code Section 1710.01(G) provides that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments; and

WHEREAS, the City of Toledo and the Toledo-Lucas County Port Authority ("Port Authority") have partnered to create an Energy Special Improvement District under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the Northwest Ohio Advanced Energy Improvement District, to govern the District. The Northwest Ohio Advanced Energy Improvement District and Port Authority have provided technical and financial assistance to the District for this project; and

WHEREAS, John and Adrienne O'Donnell, LLC, (the "Petitioner") is the owner of 100% of the property described on **Exhibit A** attached hereto (the "Properties"). The Petitioner has executed an Energy Project Agreement (the "Agreement") with the Corporation and the Northwest Ohio Advanced Energy Improvement District. A copy of the Energy Project Agreement is attached to the Petition as **Exhibit 1**; and

WHEREAS, pursuant to the Agreement, and upon Application to the City of Sandusky, Ohio Energy Special Improvement District for membership and financing of special energy improvement projects to the Properties; the Port Authority, Corporation, and John and Adrienne O'Donnell, LLC, have caused an energy audit to the property to be completed; and

WHEREAS, the energy audit has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Revised Code Section 1710.01(K), which John and Adrienne O'Donnell, LLC, has determined to proceed with implementation, and to pay by way of special assessments; and

WHEREAS, the John and Adrienne O'Donnell, LLC, has submitted to this City Commission a petition ("Petition") seeking (i) the addition certain of its property to the District and (ii) approval of the District's initial comprehensive plan for

special energy improvement projects, including the John and Adrienne O'Donnell Special Energy Improvement Projects and requesting that those Projects be undertaken by the District and that the costs thereof be specially assessed against the properties of the John and Adrienne O'Donnell, LLC, specially benefited thereby; and

WHEREAS, a complete list and description of the John and Adrienne O'Donnell Special Energy Improvement Projects is on file with the Clerk of the City Commission and is attached as **Exhibit B** to this Ordinance. **Exhibit B** provides the following information for the John and Adrienne O'Donnell Special Energy Improvement Projects:

1. Identification of the parcel number(s) and name of the property/building to be improved;
2. A description of the nature of the special energy improvement project for the particular parcel;
3. The estimated amount of the special assessment to be levied against each parcel of property and the number of years the special assessment will be collected (if not paid in cash within 30 days after the passage of the assessing Ordinance as provided by law).

WHEREAS, the John and Adrienne O'Donnell, LLC, expressly waives the right to pay the assessments in cash within 30 days after passage of the assessing Ordinance; and

WHEREAS, the annual special assessments for the Project are to be paid in semi-annual payments over fourteen years. The plans and specifications for the John and Adrienne O'Donnell Special Energy Improvement Projects are on file with the Clerk of the City Commission. The John and Adrienne O'Donnell, LLC, petition also waives all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Revised Code, the Sandusky City Charter, and the Sandusky Codified Ordinances. The John and Adrienne O'Donnell, LLC, consents to the immediate imposition of the special assessments upon the various properties specially benefited by the John and Adrienne O'Donnell Special Energy Improvement Projects. This special assessment process is a voluntary process with one hundred percent of the cost of the special energy improvement projects being assigned to the specially benefited properties. Final costs for the John and Adrienne O'Donnell Special Energy Improvement Projects are now known and this assessing Ordinance completes the assessing process, which included the adoption of a Resolution of Necessity (Resolution No. 013-18R, passed on February 26, 2018) and an Ordinance to Proceed (Ordinance No. 18-052, passed on February 26, 2018) by levying the assessments against the benefitted properties.

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 conserve energy and protect the environment of the City, as well as, undertake the construction of the public improvements and enable and provide for the timely levying, certification and collection of the special assessments for the John and Adrienne O'Donnell Special Energy Improvement Projects; 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. The special assessments for the cost of providing the John and Adrienne O'Donnell Special Energy Improvement Projects in the District pursuant to Resolution No. 013-18R adopted by this City Commission on February 26, 2018 (the Resolution of Necessity), which were filed and are on file in the office of the Clerk of the City Commission are adopted and confirmed; provided that the cost of providing such Projects are reduced to the aggregate amount of \$593,077.96 which reduction is adopted and confirmed. Those special assessments are levied and assessed upon the properties in the respective amounts set forth in the schedule attached as **Exhibit B** and on file with the Clerk of the City Commission, which special assessments have been calculated in a manner provided for in the Resolution of Necessity and are not in excess of the special benefits or any statutory limitation. The special assessments are levied and assessed in accordance with the payment schedule attached hereto as **Exhibit B** in the amounts sufficient to pay the principal of and interest and the scheduled amounts payable as the Authority administrative fee, the Authority program administration fee, the Trustee fee, and the Erie County, Ohio special assessment collection fee due with respect to each semi-annual period identified in such payment schedule.

SECTION 2. The John and Adrienne O'Donnell, LLC, waives the right to pay the special assessments in cash within thirty days after the passage of this Ordinance, and shall pay the assessments in fourteen annual installments (twenty-eight semi-annual installments) in accordance with the schedules attached hereto as **Exhibit B**. All special assessments shall be certified by the Clerk of the City Commission or the Finance Director to the County Auditor as provided by law to be placed on the tax duplicate and collected as taxes are collected. All payments shall be made to the County Treasurer of Erie County, Ohio and shall be

subject to the same delinquency procedures, penalties, and interest as the payment of real property taxes in accordance with Ohio Revised Code Chapter 323.

Notwithstanding the foregoing, pursuant to the Energy Project Agreement between the John and Adrienne O'Donnell, LLC, City of Sandusky, Ohio Energy Special Improvement District, and the Northwest Ohio Advanced Energy Improvement District ("the Corporation"), attached to the petition as **Exhibit 1** and providing that the John and Adrienne O'Donnell, LLC, grants the Corporation the authority to determine, in its sole discretion, the amount of the special assessments, the Corporation, acting through its Chairman or other authorized representative, may annually, on or before August 15th, deliver to the City assessment officer or other appropriate official, a certificate signed by the Chairman reflecting a reduction, in whole or in part, in the amount of the special assessment to be certified by the City's assessment officer or the Finance Director to the County Auditor in that year for placement onto the tax duplicate the following year and collected as other taxes and assessments are collected. The Corporation's certificate shall reflect payments made by or on behalf of the John and Adrienne O'Donnell, LLC, or its successors, directly to the Corporation or to the Corporation's designee for some or all of the cost of the special energy improvement project thereby resulting in a reduction in the required annual special assessment. The City's assessment officer or Finance Director and all officials with authority to certify special assessments to the County Auditor shall, without any further action by this City Commission, rely upon the Corporation's certificate and take all actions necessary to implement the annual reduction of the special assessment, if any, evidenced by the certificate. In the event the City's assessment officer or Finance Director does not receive such a certificate in any given year on or before August 15th, the assessment officer shall certify the full amount of the annual special assessment as provided herein to the County Auditor.

SECTION 3. The City Commission finds and determines that it has previously waived notice of the passage of this assessing Ordinance and therefore no notice need be published in a newspaper of general circulation in the City.

SECTION 4. The Clerk of the City Commission shall deliver a certified copy of this Ordinance to the County Auditor within twenty days after its passage, but in no event later than October 31, 2018 (or by such other date as may be specified in the Ohio Revised Code or acceptable to the County Auditor of Erie County, Ohio for the certification of assessments in connection with the preparation of the general tax list for tax year 2018).

SECTION 5. The proceeds of the special assessments levied by this Ordinance that are received by the City shall be applied as provided in Section 1710.12 of the Revised Code and are hereby appropriated for that purpose. This City Commission covenants and agrees that it will give effect to the appropriation in the Ordinances it hereafter adopts appropriating money for expenditure or

encumbrance. The Director of Finance is authorized and directed to make appropriate accounting entries and adjustments to reflect the City's receipt and disbursement of those proceeds.

SECTION 6. 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 7. This City Commission finds and determines that all formal actions of this City Commission and any of its committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this City Commission and any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

SECTION 8. That this Ordinance is declared to be an emergency measure and shall take effect and be enforced from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason that the immediate action is necessary in order to conserve energy and protect the environment of the City, as well as, undertake the construction of the public improvements and enable and provide for the timely levying, certification and collection of the special assessments for the John and Adrienne O'Donnell Special Energy Improvement Projects. 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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 22, 2018

ENERGY PROJECT AGREEMENT

WHEREAS, John and Adrienne O'Donnell, LLC, a limited liability company under the laws of the State of Ohio with offices at 1034 Hancock Street, Sandusky, Ohio 44870 (the "Owner"), and Imagine Baking, Inc., a corporation for profit under the laws of the State of Ohio, with offices at 1034 Hancock Street, Sandusky, Ohio 44870 (the "Lessee")(herein jointly as "Parties") jointly have made application to the City of Sandusky, Ohio Energy Special Improvement District (the "Sandusky ESID") and the Northwest Ohio Advanced Energy Improvement District ("the NW Ohio ESID") for funding a certain special energy improvement project ("Energy Project"), more particularly described in Parties' application ("Application"); and

WHEREAS, the Energy Project has an overall estimated cost of Three Hundred Sixty Two Thousand Dollars (\$362,000.00) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in **Exhibit B**, which the NW Ohio ESID has agreed to fund; and

WHEREAS, the Parties request that the Energy Project be funded through special assessments ("Special Assessments") upon the real property upon which the Energy Project will be constructed and exist ("the Property") as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the NW Ohio ESID agrees to undertake the funding of the Energy Project through Special Assessments upon the condition that the Parties agree to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the NW Ohio ESID, Sandusky ESID, City of Sandusky, Ohio (the "City") and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the NW Ohio ESID to provide the funds for the Energy Project, the Parties agree to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, effective the 18 day of January, 2018, the Parties, the Sandusky ESID, and the NW Ohio ESID do hereby enter into this Energy Project Agreement ("Agreement") as follows:

1. **Consent to Special Assessments.** The Parties consent to the imposition of Special Assessments upon the Property, which is commonly referred to as 1034 Hancock Street, Sandusky, Ohio 44870, and which consists of the following permanent parcel numbers in the records of the Fiscal Officer of Erie County, Ohio (the "Fiscal Officer"): Parcel Numbers/PPN's: **57-00902.000**. A legal description of the Property is attached to this Agreement as **Exhibit A** and incorporated into this Agreement by this reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Parties consent to the imposition of the Special Assessments with respect to those parcels as well. The Parties acknowledge that the Special Assessments in the event of non-payment and default will

constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code.

The cost of the Energy Project shall include, but not be limited to, the cost of: labor, materials, equipment, engineering, design, and audits ("Energy Project Amount") and is estimated to be Three Hundred Sixty Two Thousand dollars and Zero cents (\$362,000.00). The Special Assessments shall be in an amount sufficient to fund the Energy Project Amount, as determined by and in the sole discretion of the NW Ohio ESID, and shall include an amount sufficient to fund the necessary and reasonable additional costs related to the financing of the Energy Project Amount including but not limited to: interests, bond fees, carrying costs, taxes, filing fees, recording charges and all other costs incident to the financing of the Energy Project Amount.

The Parties acknowledge that the Energy Project Amount is an estimated cost of the Energy Project and that the actual cost of the Energy Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments, including the costs related to financing the Energy Project Amount, will not exceed the Total Assessment Amount to be Collected amount listed on Exhibit B attached to this Agreement and incorporated into this Agreement by this reference. The Parties agree that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the Sandusky ESID and NW Ohio ESID for all costs, including financing costs, for the Energy Project.

2. **Agreement to Cooperate.** The Parties agree to provide full and timely cooperation to the Sandusky ESID and the NW Ohio ESID and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the City, the Toledo-Lucas County Port Authority, Fiscal Officer, and the Treasurer of Erie County, Ohio (the "Treasurer"), so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Parties agree that pursuant to a Petition for Creation of Energy Special Improvement District and for Special Assessment for Special Energy Improvement Projects (the "Petition"), it has submitted its Energy Project for admission as a special energy improvement project to be undertaken by the Sandusky ESID. The Owner therefore shall be a member of the Sandusky ESID. The Parties further agree that it shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Parties agree to provide on-going cooperation with the Sandusky ESID, NW Ohio ESID, and all other agencies, entities and institutions involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding.

The Sandusky ESID and NW Ohio ESID agree to provide full and timely cooperation with each other for the financing of the Energy Project and the provision of the Energy Project pursuant to this Agreement, and the Petition.

3. **Execution of Documents; Appointment of Agent.** Upon the request of the NW Ohio ESID, the Parties shall execute or cause to be executed by appropriate Parties officials, all applications, petitions for special assessments, waivers, acknowledgements, and other instruments, documents and papers ("Documents") necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, the Owner and Lessee each hereby irrevocably appoint the NW Ohio ESID's Chairperson, or such other individual as the NW Ohio ESID may name from time to time, as the Parties' attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the Petition, on behalf of the Owner and Lessee and to bind the Owner and Lessee and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, the Parties grant the NW Ohio ESID full irrevocable power and authority in the place of Parties and in the name of Parties or in NW Ohio ESID's own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on the Parties' part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give the NW Ohio ESID the full benefit of this Agreement, in each case as the NW Ohio ESID may from time to time deem advisable, the Parties hereby agreeing that the NW Ohio ESID shall owe no duty whatever to the Parties to perform any such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, the Parties hereby irrevocably authorizes the NW Ohio ESID, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or another Document, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on the Parties' behalf, at the Parties' expense and without the Parties' signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as the NW Ohio ESID may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent the NW Ohio ESID filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by the Parties.

4. **Waiver of Certain Rights.** The Parties acknowledge that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Charter of the City of Sandusky, Ohio and the Codified Ordinances of Sandusky, Ohio (collectively, "Assessment Rights"). The Parties hereby irrevocably waive all Assessment Rights and consents

to the imposition of the Special Assessments immediately or at such time as the NW Ohio ESID or Sandusky ESID determine to be appropriate, and the Parties expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Parties further waive: any and all questions as to the constitutionality of the law under which the Energy Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council of the City acting thereunder; and the right to file a claim for damages as provided in Section 727.18 of the Ohio Revised Code and any similar provision of the Charter of the City of Sandusky, Ohio or the Codified Ordinances of Sandusky, Ohio, 1998.

5. **Representations and Warranties.** The Parties represents and warrants that:

- A. The Owner is a duly organized and validly existing Limited Liability Company under the laws of the State of Ohio;
- B. The Lessee is a duly organized and validly existing Corporation for Profit under the laws of the State of Ohio;
- C. The Owner is the owner of the Property with the legal authority to subject the Property to the Special Assessments;
- D. The Lessee has a validly existing leasehold for the Property through a Commercial Building Lease, executed 08/2/12 between Lessee and Owner, which is still in effect, and requires Lessee to pay all property tax and tax assessments;
- E. The Parties and the individual executing this Agreement on behalf of the Parties are duly authorized to enter into this Agreement;
- F. Entering into this Agreement will not result in the breach of any other agreement to which the Parties is a party;
- G. The Parties will complete the Energy Project, and has or will provide sufficient funds to complete the Energy Project in the event of additional costs or expenses above and beyond the estimated Energy Project Amount of three hundred sixty two thousand dollars (\$362,000.00) In the event that the Energy Project is completed below the estimated cost of three hundred sixty two thousand dollars (\$362,000.00) the remaining amount shall be used to reduce the final assessment amount payable; and
- H. All of the factual statements concerning the Parties contained in the Application and in this Agreement are true and accurate to the best of the Parties' knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, the Parties will promptly disclose the same to the Sandusky ESID and the NW Ohio ESID.

6. **Assignment; Third Party Beneficiaries.** The Parties may not assign this Agreement without the consent of each of the Sandusky ESID and the NW Ohio ESID, which consent shall not be unreasonably withheld. Either of the Sandusky ESID or the NW Ohio ESID may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Parties.

7. **Default.** If any of the following events shall occur, it shall be deemed a default ("Default") under this Agreement and the Sandusky ESID and NW Ohio ESID shall be entitled to any rights or remedies under this Agreement and any rights or remedies provided under law:

- A. The Parties, jointly or severally, fail to pay an installment of any Special Assessment when due.
- B. The Parties fail to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the either the NW Ohio ESID.
- C. The Parties are in breach of any of their representations or warranties under this Agreement.
- D. The Parties abandon the Property.
- E. The Parties commit waste upon the Property.
- F. The Parties become bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the Sandusky ESID and NW Ohio ESID may have, the Sandusky ESID and the NW Ohio ESID each may recover from Parties all damages they respectively incur by reason of the Default, including reasonable attorneys' fees and expenses.

8. **General.**

- A. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.
- B. The Parties acknowledges that it has read and understands this Agreement and is bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained in this Agreement, and supersedes all prior proposals and understandings between the parties.
- C. This Agreement shall not be modified or altered except as by a written instrument duly executed by all of the parties.
- D. The Parties acknowledges that it has had an opportunity to review this Agreement and to be advised by an attorney of its choosing as to the Agreement's terms, conditions and provisions. The Parties is entering into this Agreement knowingly and voluntarily.
- E. The Sandusky ESID, NW Ohio ESID and the Parties are, in relation to one another, independent contractors and not agents of one another, except to the extent the NW Ohio ESID is authorized to act on behalf of the Parties in accordance with paragraph 3 above. The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.

- F. The Parties acknowledges that the Sandusky ESID and NW Ohio ESID have been created under provisions of the Ohio Revised Code and that and that their authority, as well as the authority of their employees, agents and representatives, is limited under law.
- G. The Sandusky ESID or NW Ohio ESID may cause this Agreement to be recorded in the office of the Fiscal Officer. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the Sandusky ESID and NW Ohio ESID.
- H. The Owner shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.
- I. The Owner shall provide written notice to Sandusky ESID and NW Ohio ESID of any sale of the Property, of any pending sale or transfer of ownership of the Property, before entering into a binding agreement for the sale or transfer of the Property.
- J. The Parties shall provide written notice to Sandusky ESID and NW Ohio ESID of any change, amendment, termination, or ending of Commercial Building Lease currently in place between Parties.
- K. The Parties acknowledge that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Fiscal Officer, as provided by law, to be placed by the Fiscal Officer on the tax list and duplicate and collected as other taxes are collected in such number of semiannual installments as determined by the NW Ohio ESID and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Parties waives and authorizes the NW Ohio ESID to waive on its behalf, the right to pay the Special Assessments in cash.
- L. At such time as the Special Assessments are no longer necessary to finance the Energy Project, the NW Ohio ESID having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the NW Ohio ESID will provide a release of this Agreement and cause the same to be recorded in the office of the Fiscal Officer.
- M. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- N. Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

[Signature Pages Follow]

NW OHIO ESID:

THE NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT

By: 
Kevin Moyer

Its: Chairperson

Date:

On the 19 day of January, 2018 personally appeared before me, a notary public in and for the State of Ohio, Kevin Moyer, the Chairperson of the Northwest Ohio Advanced Energy Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the Northwest Ohio Advanced Energy Improvement District and that the same was the free act and deed of said Northwest Ohio Advanced Energy Improvement District and of himself as such officer of the Northwest Ohio Advanced Energy Improvement District.


Notary Public



CONSTANCE SOBCZAK
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-05-2019

SANDUSKY ESID:

CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT

By: Abbey Bemis

Name: Abbey Bemis

Title: Chairperson

Date: 2/13/18

On the 13 day of February, 2018 personally appeared before me, a notary public in and for the State of Ohio, Abbey Bemis, the Chairperson of the City of Sandusky, Ohio Energy Special Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the City of Sandusky, Ohio Energy Special Improvement District and that the same was the free act and deed of said City of Sandusky, Ohio Energy Special Improvement District and of himself as such officer of the City of Sandusky, Ohio Energy Special Improvement District.

Leslie Mesenburg
Notary Public



LESLIE MESENBURG
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
June 8, 2022

Owner:

John and Adrienne O'Donnell, LLC

By: Adrienne O'Donnell

Name: Adrienne O'Donnell, Member

Date: 1.17.2018

On the ___ day of January, 2018 personally appeared before me, a notary public in and for the State of _____, Adrienne O'Donnell, Member, John and Adrienne O'Donnell, LLC, who acknowledged that she did execute the foregoing Energy Project Agreement on behalf of John and Adrienne O'Donnell, LLC and that the same was the free act and deed of John and Adrienne O'Donnell, LLC and herself as such Member of John and Adrienne O'Donnell, LLC.

** see attached **

Notary Public

Lessee:

Imagine Baking, Inc.

By: Adrienne O'Donnell

Name: Adrienne O'Donnell Title: President

Date: 1.17.2018

On the ___ day of January, 2018 personally appeared before me, a notary public in and for the State of _____, Adrienne O'Donnell, _____, [title], Imagine Baking, Inc., who acknowledged that she did execute the foregoing Energy Project Agreement on behalf of Imagine Baking, Inc. and that the same was the free act and deed of Imagine Baking, Inc. and herself as such officer of Imagine Baking, Inc.

** see attached **

Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Barbara

On January 17, 2018 before me, Ruben D. Gurrola, Notary Public
(insert name and title of the officer)

personally appeared Adrienne O'Donnell
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

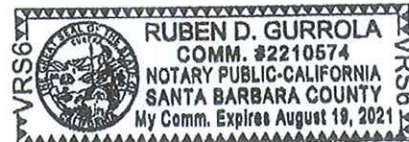
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Barbara

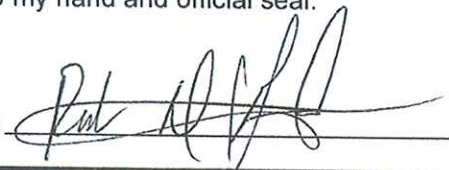
On January 17, 2018 before me, Ruben D. Gurrola, Notary Public
(insert name and title of the officer)

personally appeared Adrienne O'Donnell
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

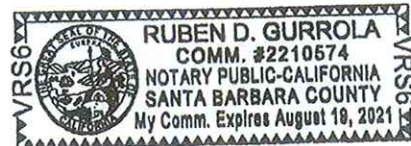


EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO THIS PLAN:

The real property subject to this Petition is located at the commonly used mailing address: 1034 Hancock Street, Sandusky, Ohio 44870. The area of the real property subject to this Petition is approximately 1 acre. The Erie County Auditor Parcel IDs for the real property subject to this Petition are: 57-00902.000. The following is the legal description for the real property subject to this Petition:

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

Known as being the whole of Lots 47, 49, 51, 53 on Franklin Street, the whole of Lots 71, 73, 75 and 77 on Hancock Street, part of Lots 55 and 61 on Franklin Street and part of Lots 67 and 69 on Hancock Street, Second Ward, City of Sandusky, Erie County, Ohio and being more particularly described as follows:

Beginning at a 1/2" iron pin set at the most northerly corner of Lot 47, said point being on the southwesterly right of way of Franklin Street, where the same intersects the southeasterly right of way of Neil Street;

Thence South 26 deg. 45' 56" East along the northeasterly line of Lots 47, 49, 51, 53 and 55, the same being the southwesterly right of way line of Franklin Street, a distance of 333.26 feet to a 1/2" iron pin set at the most northerly corner of lands now or formerly owned by Theodore and Eugenia Morey, as recorded in Book 49, Page 966 of the Erie County Deed Records;

Thence South 03 deg. 41' 54" East along the westerly line of said Morey's land, a distance of 74.27 feet to a drill hole cut in a concrete sidewalk at said Morey's most southerly corner, said point also being on the northwesterly right of way line of Scott Street; Thence South 63 deg. 06' 04" West along the southeasterly line of Lots 61 and 77, the same being the northwesterly right of way line of Scott Street, a distance of 368.14 feet to a drill hole cut in a concrete sidewalk at the most southerly corner of Lot 77, said point also being on the northeasterly right of way line of Hancock Street;

Thence North 26 deg. 49' 56" West along the southwesterly line of Lots 77, 75, 73 and 71, the same being the northeasterly right of way line of Hancock Street, a distance of 267.76 feet to the most westerly corner of Lot 71, the same being the most southerly corner of Lot 69 and lands now or formerly owned by Lawrence H. Schell, as recorded in Book 101, Page 220 of the Erie County Deed Records;

Thence North 63 deg. 06' 44" East along the southeasterly line of Lot 69 and lands of said Schell, a distance of 132.52 feet to a 1/2" iron pin set at the most easterly corner of said Schell's land;

Thence North 26 deg. 48' 36" West along the northeasterly line of said Schell's land and the northeasterly line of lands now or formerly owned by St. Stephen African Methodist Episcopal Church of Sandusky, Ohio, as recorded in Volume 348, Page 210 of the Erie County Deed Records, a distance of 133.87 feet to a drill hole set in a concrete sidewalk at the most northerly corner of said church land;

Thence North 63 deg. 07' 04" East along the northwesterly line of Lots 67 and 47, the same being the southeasterly right of way line of Neil Street, a distance of 265.14 feet to the Principal Place of Beginning.

Parcel No. 57-00902.000

EXHIBIT B

Project Plan for John and Adrienne O'Donnell LLC

The real property owned by John and Adrienne O'Donnell, LLC at 1034 Hancock Street, Sandusky, Ohio 44870, and consisting of Parcel 57-00902.000, serves as a commercial bakery.

The property will be subject to special assessments for energy improvements in accordance with Chapter 1710 of the Ohio Revised Code.

The Project is expected to consist of the following energy efficiency elements:

- LED lighting
- Roof Upgrades
- Equipment upgrades

Total project cost: \$362,000.00

Total cost including financing and other charges: \$417,652.15

Total assessment payments to be collected: \$593,077.96

Estimated Annual assessment payment: \$42,362.72

Estimated semi-annual special assessments for 14 years*: \$21,181.36

Number of semi-annual installments: 28

First annual installment due: January 31, 2019

The schedule of Special Assessments for the Authorized Improvements is as follows:

Year Payments Are Due	Total Annual Assessment Parcel	1st Half (Due 1/31)	2nd Half (Due 7/31)
2018	\$42,362.72	\$21,181.36	\$21,181.36
2019	\$42,362.72	\$21,181.36	\$21,181.36
2020	\$42,362.72	\$21,181.36	\$21,181.36
2021	\$42,362.72	\$21,181.36	\$21,181.36
2022	\$42,362.72	\$21,181.36	\$21,181.36
2023	\$42,362.72	\$21,181.36	\$21,181.36
2024	\$42,362.72	\$21,181.36	\$21,181.36
2025	\$42,362.72	\$21,181.36	\$21,181.36
2026	\$42,362.72	\$21,181.36	\$21,181.36
2027	\$42,362.72	\$21,181.36	\$21,181.36
2028	\$42,362.72	\$21,181.36	\$21,181.36
2029	\$42,362.72	\$21,181.36	\$21,181.36
2030	\$42,362.72	\$21,181.36	\$21,181.36
2031	\$42,362.60	\$21,181.30	\$21,181.30
Total Assessment	\$593,077.96		

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Erie County Fiscal Officer under certain conditions.

The County Fiscal Officer of Erie County, Ohio may impose a special assessment collection fee with respect to each Semiannual Assessment payment. If imposed, this special assessment collection fee will be added by the County Fiscal Officer of Erie County, Ohio to each semi-annual Semiannual Assessment payment.



COMMUNITY DEVELOPMENT

Matthew D. Lasko
Chief Development Officer
mlasko@ci.sandusky.oh.us

222 Meigs Street
Sandusky, Ohio 44870
419-627-5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Matt Lasko, Chief Development Officer
Date: October 17, 2018
Subject: Commission Agenda Item – Demolition Loan Agreement

Items for Consideration: Legislation approving a Demolition Loan Agreement to be entered into between the City of Sandusky (the “City”) and the Erie County Land Reutilization Corporation. (“ECLRC”), an Ohio non-profit corporation, for the purposes of furthering blight elimination efforts within the City.

Background Information: ECLRC’s purpose is to “promote and facilitate the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property in Erie County. By strategically acquiring properties and returning them to productive use, ECLRC works to reduce blight, increase property values, strengthen neighborhoods, and improve the quality of life for all Erie County residents.”

ECLRC traditionally provides blight elimination services and activities based on the availability of grant funding. The current grant ECLRC is administering through the Ohio Housing Finance Agency’s Neighborhood Initiative Program, provides grant proceeds for the abatement and demolition of blighted residential structures – however, only provides funding on a reimbursable basis.

ECLRC, although operating with a modest annual budget, was able to traditionally wait for reimbursements due to demolishing only a handful of properties at any given time. However, over the course of the previous month through the remainder of 2018, ECLRC has and will demolish between 8-12 additional properties. ECLRC does not have sufficient funds in their operating account to pay 100% of the asbestos surveying, abatement and demolition expenses while awaiting reimbursement.

As such, staff is recommending entering into a 6-month Demolition Loan Agreement for an amount not to exceed \$125,000. Funds can only be drawn down for actual anticipated or incurred expenses evidenced by invoices and/or cancelled checks and must be drawn within calendar year 2018. All funds drawn can only be used to cover asbestos surveying, abatement, demolition (and other related costs) for blight elimination efforts on properties within municipal boundaries of the City. The Demo Loan Agreement will carry a 0% interest rate. As collateral, ECLRC does pledge all pending and future Ohio Housing Finance Agency reimbursements which will be endorsed via a Uniform Commercial Code Financing Statement.

Budgetary Information: The City will be responsible for providing loan proceeds to ECLRC in an amount not to exceed \$125,000 from the Real Estate Development Fund. These funds can only be disbursed during calendar year 2018 and must be returned to the City in full no later than six (6) months from the effective date of the Demolition Loan Agreement.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Demolition Loan Agreement with ECLRC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage for all needed demolition activities to be completed prior to the end of calendar year 2018.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Trevor Hayberger, Acting Law Director
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A DEMOLITION LOAN AGREEMENT IN THE AMOUNT OF \$125,000.00 TO THE ERIE COUNTY LAND REUTILIZATION CORPORATION (ECLRC) FOR THE PURPOSES OF FURTHERING BLIGHT ELIMINATION EFFORTS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Land Reutilization Corporation's (ECLRC) purpose is to promote and facilitate the reclamation and reutilization of abandoned, tax foreclosed, and other property in Erie County and by strategically acquiring properties and returning them to productive use, ECLRC works to reduce blight, increase property values, strengthen neighborhoods, and improve the quality of life for all Erie County residents; and

WHEREAS, ECLRC traditionally provides blight elimination services and activities based on the availability of grant funding and currently is administering grant funds through the Ohio Housing Finance Agency's Neighborhood Initiative Program, which provides grant proceeds for the abatement and demolition of blighted residential structures on a reimbursable basis; and

WHEREAS, ECLRC anticipates demolishing between 8-12 properties over the course of the previous month through the remainder of 2018 and does not have sufficient funds in their operating account to pay 100% of the asbestos surveying, abatement and demolition expenses while awaiting reimbursement; and

WHEREAS, it is recommended to provide a six (6) month loan in the amount of \$125,000.00 to ECLRC for the costs of asbestos surveying, abatement, demolition (and other related costs) for blight elimination efforts on properties within the City of Sandusky at a 0% interest rate; 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 Demolition Loan Agreement and allow for all of the demolition activities to be completed prior to the end of the calendar year 2018; 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 authorizes and directs the City Manager to enter into a Demolition Loan Agreement with the Erie County Land Reutilization Corporation (ECLRC) for the purposes of furthering flight elimination efforts within

the City, 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 being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. This City Commission authorizes and approves the loan funding to the Erie County Land Reutilization Corporation in an amount **not to exceed** One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00) from the Real Estate Development Fund pursuant to and in accordance with the terms of the Demolition Loan 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'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 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

DEMOLITION LOAN AGREEMENT

THIS DEMOLITION LOAN AGREEMENT made by and between the City of Sandusky, Ohio, hereinafter, City, and the Erie County Land Reutilization Corporation, hereinafter, ECLRC.

WHEREAS, the City is a member of the ECLRC, and

WHEREAS, the ECLRC has the statutory purpose provided in R.C. 1724.01 (B)(2)(a) to facilitate the reclamation and reutilization of abandoned, tax foreclosed, and other property in Erie County including within the City, and

WHEREAS, the City has received a significant public benefit within its various neighborhoods by the actions and performance of the ECLRC, and

WHEREAS, the primary source of ECLRC's funding for demolitions comes from the Ohio Housing Finance Agency (OHFA), which has now established year-end demolition deadlines in order to qualify for and receive funding, and

WHEREAS, the ECLRC is now experiencing a shortfall in its current funds on hand that are necessary to pay demolition contractors to continue without interruption to their demolition contracts, and

WHEREAS, in order to complete as many demolitions as possible within 2018, the ECLRC lacks sufficient funds to pay all the necessary up-front demolition costs, and

WHEREAS, the timing of the receipt of the expected Ohio Housing Financing Agency (OHFA) reimbursement for these demolitions will not occur until after completion of each actual and current demolition, which does not allow ECLRC to cover the immediate shortfall of the necessary up-front costs, and

WHEREAS, in order for the City to receive the long-term public benefit of enabling the ECLRC to timely complete as many 2018 demolitions as possible, a short-term loan made by the City to the ECLRC would be in the general public interest, and

WHEREAS, R.C. 1724.02 (A)(1) authorizes the ECLRC to otherwise borrow and secure the necessary funds for its demolition purposes provided in R.C. 1724.01 (2)(a), and

WHEREAS, the City and ECLRC have reached mutually satisfactory terms for the City to make a secured loan to the ECLRC.

NOW, THEREFORE, IN CONSIDERATION of the terms and conditions herein, the City and the ECLRC agree as follows:

LOAN TERMS

1. During the period from October ____, 2018 to _____ 2018, City agrees according to the terms of this Agreement to make one or more loans to ECLRC in a principal amount up to but not exceeding One Hundred Twenty-five Thousand (\$125,000.00) Dollars without interest. Payable upon proof shown of expenses.

2. The loan(s) shall be used only for the demolition of buildings on properties owned by ECLRC. At the time of each loan request, the ECLRC shall specify the address of the property(s) to be demolished. Only property within the municipal boundaries of the City shall be eligible for any loan.

3. ECLRC shall repay the loan(s) from the reimbursement funding from OHFA. Repayment shall be made within seven (7) business days of the receipt of an OHFA reimbursement. ECLRC agrees that its full and complete repayment of all loan(s) under this Agreement shall be completed by no later than six (6) months from the effective date of this Agreement.

4. ECLRC represents that it is authorized to borrow from the City under terms of this Agreement to pledge or otherwise secure its loan from the City. As collateral for receipt of this Loan, ECLRC does pledge all pending and future OHFA reimbursement as endorsed by the attached Uniform Commercial Code (UCC) Financing Statement.

5. ECLRC shall not assign this Agreement.

6. ECLRC shall disclose to the City all information that addresses the demolitions financed by and under this Loan agreement as well as the application for reimbursement status and actual receipt of OHFA funds.

7. ECLRC shall not pledge or otherwise use its OHFA reimbursements except to pay all actual costs of demolitions occurring under this Loan Agreement and to repay the loan given by the City.

8. This Agreement contains all the representations and understandings of the parties.

SIGNED by the respective authorized representatives and officials of each party on the dates corresponding to each signature.

CITY OF SANDUSKY, OHIO

by _____
Eric L. Wobser, City Manager

ERIE COUNTY LAND REUTILIZATION CORPORATION

by _____
Patrick J. Shenigo, Board President

APPROVED AS TO FORM:

Trevor Hayberger
Assistant Law Director, City of Sandusky, Ohio

Jon K. Burton, Attorney for the Erie County
Land Reutilization Corporation



PLANNING DEPARTMENT

Division of Transit

222 Meigs Street
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Nicole DeFreitas, Transit Administrator

DATE: October 16, 2018

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation to authorize the City Manager to enter into a Lease Agreement with Serving Our Seniors (SOS) for five (5) wheelchair accessible vehicles.

BACKGROUND INFORMATION: The City currently leases five (5) vehicles from SOS and these leases expire on October 31, 2018. The City and SOS desire to continue the lease agreements for the following vehicles:

- 2014 Ford E-350 1FDEE3FL0EDA72080
- 2017 Ford E-350 1FDEE3FS8HDC57411
- 2017 Ford E-350 1FDEE3FS3HDC57414
- 2017 Ford E-350 Starcraft 1FDEE3FS3HDC70874
- 2017 Ford E-350 Starcraft 1FDEE3FS2HDC70896

STS would be leasing five (5) vehicles for fixed route, elderly and disabled, demand response and door-to-door service offered within the STS service area for the period of November 1, 2018, through September 30, 2019.

First Transit has agreed to provide normal PM services and repair to the vehicles.

BUDGET IMPACT: There is no additional cost associated with this Resolution. It is intended to cooperatively plan for the future of transit services in Sandusky, Erie County political subdivisions and Local Agencies.

ACTION REQUESTED: It is requested legislation be adopted by the City Commission to allow the City Manager to execute the lease agreement. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for the Lease Agreement to be fully executed prior to the expiration date of October 31, 2018 and allow the City to continue to utilize the vehicles for public transportation services.

Nicole DeFreitas,
Transit Administrator

I concur with this recommendation:

Eric Wobser,
City Manager

Angela Byington,
Director of Planning

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH SERVING OUR SENIORS (SOS) FOR THE PURPOSE OF LEASING FIVE (5) TRANSIT VEHICLES FOR USE BY THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City currently leases five (5) transit vehicles from SOS for the purpose of providing public transportation services in Erie County, Ohio, and these leases expire on October 31, 2018; and

WHEREAS, the City and SOS desire to continue the leases for the period of November 1, 2018, through September 30, 2019, which termination date coincides with the Transportation Services Agreement with SOS recently approved by this City Commission; 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 Lease Agreement to be fully executed prior to the expiration date of October 31, 2018, and allow the City to continue to utilize the vehicles for public transportation services; 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. The City Manager is authorized and directed to enter into a Lease Agreement with Serving Our Seniors (SOS) for the purpose of leasing five (5) transit vehicles for use by the Sandusky Transit System, 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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 22, 2018

LEASE AGREEMENT

This Agreement is made this _____ day of _____, 2018, by and between Serving Our Seniors, Inc., a private non-profit corporation located at 310 E. Boalt Street, Sandusky, Ohio 44870 (hereinafter referred to as Lessor) and the City of Sandusky (Sandusky Transit System), an Ohio Charter Municipal Corporation with offices at 222 Meigs Street, Sandusky, Erie County, Ohio 44870, (hereinafter referred to as Lessee) for complimentary public transportation services to Lessor.

WHEREAS, Lessor owns transit vehicles and desires to lease the vehicles to Lessee for the purpose of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio;

WHEREAS, Lessee desires to lease the transit vehicles from Lessor for the purposes of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio;

NOW THEREFORE, in consideration of the mutual covenants and considerations herein recited and contained, Lessor and Lessee for the purposes of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio, agree as follows:

1. **Lease.**

Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, subject to all the terms and conditions contained in this Lease, the following motor vehicle(s) (the "Equipment"):

Year	Make	Model	VIN	Agency ID
2014	Ford	E-350	1FDEE3FL0EDA72080	1401
2017	Ford	E-350	1FDEE3FS8HDC57411	1711
2017	Ford	E-350	1FDEE3FS3HDC57414	1712
2017	Ford	E-350 Starcraft	1FDEE3FS3HDC70874	1713
2017	Ford	E-350 Starcraft	1FDEE3FS2HDC70896	1714

2. Title.

This Lease creates a lease only of the Equipment, and shall not be deemed to affect a sale of the Equipment or the creation of a security interest in favor of the Lessee in the Equipment. The Lessor shall remain at all times the sole owner of the Equipment, and nothing contained in this Lease, or the payment of rent or other amounts pursuant to this Lease, shall enable the Lessee to acquire and right, title, or other interest in the Equipment other than the leasehold interest described in this Lease.

Lien holders:

- A. The State of Ohio, who is the first lien holder up to the disposition of the vehicle.
- B. The Lessor.

3. Use of Equipment.

The purpose of the lease is to provide demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio and the services provided will not be duplicative of Lessor's general public transportation service. Lessee agrees to promote service as connecting to Lessor routes. Additionally, Lessee agrees to publish material (i.e. brochures) which promote connections to the Lessor.

4. Taxes; Other Charges, Permits.

Lessee shall pay all use taxes, personal property and other direct taxes (federal, state, and local charges and fees) related the public transportation services. Lessee will observe safety rules and other requirements of regulatory bodies and pay all fines due to overload, lack of plates, permits, speeding, etc. Lessor has the option to pay outstanding taxes, licensing, registrations, approvals, permit fees, fines or other charges. Lessee has thirty (30) days to pay Lessor after receipt of invoice related to any payments made by Lessor on behalf of Lessee. Any failure shall be deemed default under section 11. Default.

5. Maintenance and Repair.

Lessee shall pay all expenses (i.e. wages, fuel, oil, tires etc.) and to keep Equipment in a state of good repair. Lessee will provide appropriate facilities for Equipment including maintaining, cleaning, inspecting and storing Equipment and shall return the vehicle in operating order and same condition and state of good repair as date of delivery excluding normal wear and tear.

6. Insurances.

Lessee agrees to carry automobile insurance on the Equipment that is compliant with the Ohio Department of Transportation insurance requirements with a responsible insurance underwriter and as set forth below during the term of this Agreement:

General Liability:

\$500,000 per occurrence

\$300,000 bodily injury

\$50,000 property damage

Certificates:

The Lessee will provide Lessor with a certificate of insurance evidencing the required coverages and amounts. The policy of insurance cannot be modified without thirty (30) days' prior written notice to the Lessor.

7. Operators.

Lessee will provide sole control, supervision and responsibility for and over the operator or operators of the Equipment with competent licensed drivers, trained to Ohio Department of Transportation requirements.

8. Maintenance Records.

Lessee will maintain copies of all maintenance records including preventative maintenance (PM) checklists and work orders. Upon request from Lessor, the Lessee will provide records for required reporting to the Ohio Department of Transportation.

9. Monthly Ridership Reporting.

Lessee shall provide ridership records upon request throughout the terms of the Lease.

10. Return of Vehicles.

On expiration of the Lease term, or earlier termination of the Lease, the Lessee will return Equipment to the Lessor in same condition with reasonable wear and tear accepted and return the Equipment to Lessor to a mutually agreed upon location.

11. Default.

In the event the Lessee fails to perform any of the terms, obligations, conditions and covenants contained in this Lease and required by the Lessee, including any acts set forth in the Maintenance and Repair section above (Section 5), are cause for default and the Lessor may retake and retain the Equipment without due legal process. Including the right to enter property to repossess Equipment and all rights of lease will terminate immediately. Lessor has the right to hold personal property obtained in repossession and hold things of value in public storage at the expense of the Lessee.

Additionally, should the Lessee make any attempt to sell the property or otherwise create encumbrances or levies on the property, this will be deemed an immediate default and the Lessor shall have all rights of repossession as stated above.

12. Waiver.

Failure of Lessor to punctually exercise Lessor's rights in relation to breach of terms shall not be deemed a waiver if:

- such right or remedy;
- the requirement of punctual performance, or any subsequent breach or default on the part of the Lessee.

13. Term/Termination.

The term of this Lease shall commence on November 1, 2018, and terminate on September 30, 2019. This Lease may also be extended on a monthly basis upon the written approval of both parties.

Should the Lessee discontinue its specialized elderly and disabled services (or use public transportation services) or no longer have a desire to use the Equipment during the Lease period, the Lessee shall return the Equipment to the Lessor at address above set forth, in good operating order and in the same condition and state of good repair as at the date of the original delivery, ordinary wear and tear excepted.

Upon full compliance with terms of the Lease, the lease is terminated and neither party shall have any further right or obligations under this Lease. If Lessee is not in full compliance, the Lessor shall have the right to require full compliance with this Agreement notwithstanding the return of the Equipment. As to any partial return of Equipment the lease is still in full effect as to any unreturned property.

14. Accelerated Termination.

If at any time during the terms of this Lease, the Lessor is required to terminate this Lease by ODOT, the FTA, or any other federal agency having jurisdiction over the Lessor or the equipment, or any agency which provided funds or assistance in the Lessor's acquisition of the Equipment, then the Lessor shall have the right to terminate this Lease upon reasonable notice, and the Lessee shall have and bring no claim of any nature whatsoever against the Lessor as a result of such termination.

15. Warranties.

Lessor makes no warranties of any nature, whether expressed or implied, concerning the equipment, or any concerning the equipment and/or its use by Lessee. Lessee accepts the equipment in "as is" condition. The Lessor specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

16. Prohibited Interest.

No officer, member or employee of Lessor shall participate in any decision relating to this Lease which affects his/her personal interests or the interest of any other business in which the Lessor has any personal or pecuniary interest, direct or indirect, in this lease or the proceeds thereof.

17. Equal Employment Opportunity / Civil Rights Requirements.

In connection with the execution of this contract, Lessee shall not discriminate against any employee or applicant for employment or use of the transportation service provided because of race, religion, color, sex, age, or national origin. Lessee shall take affirmative action to ensure the applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, and selection for training including apprenticeship.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Lessee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition,

Lessee agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Lessee agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Lessee agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions

of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(3) Lessee also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(4) Lessee shall document such affirmative action efforts by providing the Lessor with data relating to the sex, race, age, and classification of each employee of Lessee's organization.

18. Civil Rights Requirements.

Lessee will comply with all requirements imposed by Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), the Regulation of DOT issued thereunder (CFR Title 49, Subtitle A, Part 21).

19. Compliance with the Americans with Disabilities Act (ADA) Requirements.

Lessee must comply with the Americans with Disabilities Act. Lessee agrees that as a condition to this Agreement that no otherwise qualified disabled person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the Lessee through funding by ODOT and FTA.

Lessee shall not be responsible for any violations of the complimentary paratransit provision of the Americans with Disabilities Act or its regulations for service denials in the event Lessee does not authorize the number of vehicle hours required to meet all the trip demand. Lessee shall not be required to provide service without compensation. Lessee shall be solely responsible for adopting operating policies which are in compliance with the ADA.

Lessee agrees to ensure that its equipment is ADA accessible at all times. Lessee further agrees to provide proper preventative maintenance procedures for wheelchair lifts and prompt repair to maintain accessibility. Lessee agrees to have clear and accurate records on lift preventative maintenance and repairs. Furthermore, Lessee agrees to provide operators that are properly trained on providing safe access to persons with disabilities and persons using the wheelchair lift.

20. Minority and Disadvantaged Business Enterprise (DBE).

Policy. It is the policy of US DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The Lessor and Lessee agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard the Lessor and Lessee shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the DBE Policy as established by the City of Sandusky to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

Lessee shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation related activities or for the provision of goods and services for the Project.

21. Indemnification.

Only to the extent permitted by law, the Lessee covenants and agrees to indemnify, defend, and hold harmless the Lessor, the Lessor's Board of Commissioners and its employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, expenses, or liabilities of any kind or nature, including legal expenses and attorney's fees, arising from the use, maintenance, and operations of the equipment.

22. Entire Agreement and Signature.

This instrument contains the entire agreement between the parties, and shall be binding on their respective heirs, executors, administrators, legal representatives, successors and assigns. The Agreement may not be amended or altered except by a written agreement signed by both parties.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

In the presence of:

LESSOR:

Witness

Sue Daugherty, Director
Serving Our Seniors, Inc.

LESSEE:

Witness

Eric L. Wobser, City Manager
City of Sandusky



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 10, 2018

Subject: **Commission Agenda Item – OWDA Loan for Jackson Street Pier Rehabilitation Project**

ITEM FOR CONSIDERATION: Ordinance approving a cooperative agreement between the City of Sandusky and the Ohio Water Development Authority (OWDA) to provide a low-interest loan to finance the cost of planning, design and construction of the Jackson Street Pier Rehabilitation Project.

BACKGROUND INFORMATION: The City began the planning process for the Jackson Street Pier Rehabilitation Project in 2016, fueled by the Bicentennial Vision Comprehensive Plan which called out the need to reconstruct Jackson Street Pier.

The City entered into a Professional Services agreement in an amount not to exceed \$333,800.00 with Osborn Engineering and City Architecture to complete the preliminary design process as the criteria engineer in accordance with the Design-Build process, Ordinance 17-225.

The City started the Design-Build process by receiving eight qualification packets, with the top four being shortlisted, moving to the proposal stage of the process. Technical and price proposals were reviewed and the weighted selection formula was applied to all firms, with the Design-Build Team, Donley's, Inc., OHM Advisors, and KS Associates, Inc. being selected as the "best value" Proposer. The City entered into negotiations with the DBT, and a Design-Build Contract approved at the Tuesday, October 9, 2018 City Commission Meeting in a total contract amount not to exceed \$7,865,993.00, Ordinance 18-193.

The project will include improvements to sanitary sewers, storm sewers and water mains on the pier, an upgraded parking area, great lawn, an event patio, seating areas, a walkway, night-friendly lighting, landscaping, a new ticket booth for the Goodtime, enclosed pavilion and upgrades to the Department of Homeland Security area to accommodate for future continuation of ferry services, and upgraded facilities.

The Ohio Water Development Authority has been created to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of Ohio and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects. The City of Sandusky desires to obtain a loan from the OWDA to finance the cost of construction activities for the Shoreline Rehabilitation Project.

BUDGETARY INFORMATION: For the city-wide and wholesale rate studies recently finalized, it was anticipated that an OWDA loan would be obtained for this project. The total cost of the loan will be as follows:

Planning	\$23,352.00
Construction & Design	\$992,707.00
Contingency (10%)	\$101,605.90
OWDA Administrative Fee (0.35%)	\$3,911.83
<u>Capitalized Interest (2.18%) \$69,489.91 x 20</u>	<u>\$268,221.37</u>
	\$1,389,798.10

The entire cost would be reimbursed over 20 years from the Sewer and Water Funds via a low interest loan. Final loan amount will be based on actual final costs.

ACTION REQUESTED: It is requested that an Ordinance be passed to allow the City Manager and the Finance Director to enter into a cooperative agreement with the Ohio Water Development Authority under suspension of the rules in accordance with Section 14 of the City Charter so the application can be filed with Ohio Water Development Authority by November 2018. This will allow OWDA to approve the loan by the end of the year, which will coincide with the construction phase allowing reimbursement to the City right after payments are made.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF SANDUSKY AND THE OHIO WATER DEVELOPMENT AUTHORITY (OWDA) TO FINANCE THE COST OF PLANNING, DESIGN, AND CONSTRUCTION FOR THE JACKSON STREET PIER REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Bicentennial Vision Comprehensive Plan, the City began the planning process for the Jackson Street Pier Rehabilitation in 2016; and

WHEREAS, this City Commission approved an agreement with Osborn Engineering of Cleveland, Ohio, for Professional Design Services for the preliminary engineering of the Jackson Street Pier Rehabilitation Project by Ordinance No. 17-010, passed on January 23, 2017, and subsequently approved an agreement for Professional Design Services for the preparation of the design-build documents, bidding documents, and construction engineering by Ordinance No. 17-225, passed on December 11, 2017; and

WHEREAS, this City Commission approved a design-build contract with Donley's, Inc., of Cleveland, Ohio, for the Jackson Street Pier Rehabilitation Project by Ordinance No. 18-193, passed on October 9, 2018; and

WHEREAS, the proposed Jackson Street Pier Rehabilitation Project involves the rehabilitation and landscape of the Jackson Street Pier, including improvements to sanitary sewers, storm sewers and water mains on the pier, an upgraded parking area, great lawn, an event patio, seating areas, a walkway, night-friendly lighting, landscaping, a new ticket booth for the Goodtime, enclosed pavilion and upgrades to the Department of Homeland Security area to accommodate for future continuation of ferry services, and upgraded facilities, as further described in Exhibit "A" which is attached to the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project"; and

WHEREAS, the Ohio Water Development Authority (OWDA) has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of Ohio, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of Ohio for the protection and preservation of the comfort, health, safety, convenience and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of Ohio, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Ohio Revised Code; and

WHEREAS, the City of Sandusky (referred to as the "LGA" in the Cooperative Agreement) desires to obtain a loan from the OWDA to finance the cost of certain planning, design, and construction activities on the terms as set forth in the

"Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project", a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein; and

WHEREAS, the OWDA has indicated its willingness to make a loan for planning, design, and construction activities for the Jackson Street Pier Rehabilitation Project pursuant to the terms in the Cooperative Agreement; and

WHEREAS, the City of Sandusky desires a loan from the Ohio Water Development Authority (OWDA) in the amount of \$1,389,798.10 to finance the cost of planning, design, and construction for the Jackson Street Pier Rehabilitation Project as follows:

Planning	\$ 23,352.00
Construction & Design	\$ 992,707.00
Contingency (10%)	\$ 101,605.90
OWDA Administrative Fee (0.35%)	\$ 3,911.83
<u>Capitalized Interest (2.18%) \$69,489.01 x 20</u>	<u>\$ 268,221.37</u>
	\$ 1,389,798.10

; 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 application by November of 2018, and allow the Ohio Water Development Authority to approve the loan by the end of year which will coincide with the construction phase allowing reimbursement to the City immediately after payments are made; 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; and NOW, THEREFORE,

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

Section 1. This City Commission (LGA) hereby approves the planning, design, and construction activities for the Jackson Street Pier Rehabilitation Project and to finance the costs of these activities in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for

Construction, Maintenance and Operation of State Water Project or Wastewater Project" substantially in the same form as attached hereto marked Exhibit "1".

Section 2. The City Manager and the Finance Director are hereby authorized and directed to execute the Agreement on behalf of the City in substantially the same form of the Agreement attached hereto and together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and as being consistent with carrying out the City's public purpose.

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 22, 2018

COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) "Approved Application" means the application of the LGA dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

DEFINITIONS RELATING TO COSTS

(e) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(k) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the "Operational Date."

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs. The "LGA" represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA."

Section 3.9. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of

the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount. The Borrower [in other agreements, the "LGA"] represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA."

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an

office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board ("MSRB"), any one or more nationally recognized municipal securities information repositories ("NRMSIRs") or state information depository ("SID"), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA's incorporation by reference into OWDA official statements or other OWDA filings with the MSRB, any NRMSIR, or any SID of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB, any NRMSIR, or any SID. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to

be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the

same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any

award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;
EVENTS OF DEFAULT AND REMEDIES THEREFOR;
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default hereunder if the cure of such failure cannot be effected within thirty (30) days and if the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project

Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. With respect to the financing of Project Facilities by the OWDA as provided herein, the LGA agrees as follows:

(a) At no time will ten percent (10%) or more of any Project Facility or Project Site to be financed with funds borrowed from the OWDA ("OWDA Funds") be used for any private business use (as hereinafter defined) while at the same time the payment of the principal of, or the interest on, the OWDA Funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the OWDA) or (B) borrowed money used or to be used for private business use.

(b) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

Section 7.2. For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

Section 7.3. For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

Section 7.4. If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided hereinabove.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OWDA General Counsel

OHIO WATER DEVELOPMENT
AUTHORITY

By: _____
OWDA Executive Director

APPROVED AS TO FORM

LGA Legal Officer or Counsel

LGA: _____

By: _____

By: _____

Exhibit A

PROJECT FACILITIES DESCRIPTION

Exhibit B

CONSTRUCTION CONTRACT(S)

TERM SHEET

NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 10, 2018

Subject: Commission Agenda Item – OWDA Loan for Shoreline Drive Rehabilitation Project

ITEM FOR CONSIDERATION: Ordinance approving a cooperative agreement between the City of Sandusky and the Ohio Water Development Authority (OWDA) to provide a low-interest loan to finance the cost of planning, design and construction of the Shoreline Drive Rehabilitation Project.

BACKGROUND INFORMATION: The City began the planning process for the Shoreline Drive Rehabilitation in 2016, fueled by the Bicentennial Vision Comprehensive Plan which called out the need to reconstruct Shoreline Drive.

The City entered into a Professional Services agreement in an amount not to exceed \$436,320.00 with Osborn Engineering and City Architecture to complete the preliminary design process as the criteria engineer in accordance with the Design-Build process, Ordinance 17-224.

The City started the Design-Build process by receiving eight qualification packets, with the top four being shortlisted, moving to the proposal stage of the process. Technical and price proposals were reviewed and the weighted selection formula was applied to all firms, with the Design-Build Team, Kokosing Industrial, Inc. and WSP USA being selected as the “best value” Proposer. The City entered into negotiations with the DBT, and a Design-Build Contract approved at the Tuesday, October 9, 2018 City Commission Meeting in a total contract amount not to exceed \$8,789,877.00, Ordinance 18-192.

The project will include the replacement of aging water, sewer and storm sewer mains, reconstruction of the roadway including the removal of abandon railroad tracks, on-street parking improvements, multi-use paths, lighting and burial of low-voltage utilities in various locations.

The Ohio Water Development Authority has been created to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of Ohio and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects. The City of Sandusky desires to obtain a loan from the OWDA to finance the cost of construction activities for the Shoreline Rehabilitation Project.

BUDGETARY INFORMATION: For the city-wide and wholesale rate studies recently finalized, it was anticipated that an OWDA loan would be obtained for this project. The total cost of the loan will be as follows:

Planning	\$96,416.00
Construction & Design	\$4,192,661.00
Contingency (10%)	\$428,908.00
OWDA Administrative Fee (0.35%)	\$16,512.95
<u>Capitalized Interest (2.24%) \$217,587.51 x 30</u>	<u>\$1,793,128.35</u>
	\$6,527,626.30

The entire cost would be reimbursed over 30 years from the Sewer and Water Funds via a low interest loan. Final loan amount will be based on actual final costs.

ACTION REQUESTED: It is requested that an Ordinance be passed to allow the City Manager and the Finance Director to enter into a cooperative agreement with the Ohio Water Development Authority under suspension of the rules in accordance with Section 14 of the City Charter so the application can be filed with Ohio Water Development Authority by November 2018. This will allow OWDA to approve the loan by the end of the year, which will coincide with the construction phase allowing reimbursement to the City right after payments are made.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF SANDUSKY AND THE OHIO WATER DEVELOPMENT AUTHORITY (OWDA) TO FINANCE THE COST OF PLANNING, DESIGN, AND CONSTRUCTION FOR THE SHORELINE DRIVE REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Bicentennial Vision Comprehensive Plan, the City began the planning process for the Shoreline Drive Rehabilitation in 2016; and

WHEREAS, this City Commission approved an agreement with Osborn Engineering of Cleveland, Ohio, for professional Design Services for the preliminary engineering of the Shoreline Drive Rehabilitation Project by Ordinance No. 17-016, passed on February 13, 2017, and subsequently approved another agreement for Professional Design Services for the preparation of the design-build documents, bidding documents, and construction engineering by Ordinance no. 17-224, passed on December 11, 2017; and; and

WHEREAS, this City Commission approved a design-build contract with Kokosing Industrial, Inc. of Toledo, Ohio, for the Shoreline Drive Rehabilitation Project by Ordinance No. 18-192, passed on October 9, 2018; and

WHEREAS, the proposed Shoreline Drive Rehabilitation Project involves the rehabilitation and streetscape improvements of Shoreline Drive including the replacement of aging water, sewer and storm sewer mains, reconstruction of the roadway including the removal of abandon railroad tracks, on-street parking improvements, multi-use paths, lighting and burial of low-voltage utilities in various locations, as further described in Exhibit "A" which is attached to the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project"; and

WHEREAS, the Ohio Water Development Authority (OWDA) has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of Ohio, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of Ohio for the protection and preservation of the comfort, health, safety, convenience and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of Ohio, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Ohio Revised Code; and

WHEREAS, the City of Sandusky (referred to as the "LGA" in the Cooperative Agreement) desires to obtain a loan from the OWDA to finance the cost of certain planning, design, and construction activities on the terms as set forth in the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project", a copy of which is marked Exhibit "1"

attached to this Ordinance and is specifically incorporated as if fully rewritten herein; and

WHEREAS, the OWDA has indicated its willingness to make a loan for planning, design, and construction activities for the Shoreline Drive Rehabilitation Project pursuant to the terms in the Cooperative Agreement; and

WHEREAS, the City of Sandusky desires a loan from the Ohio Water Development Authority (OWDA) in the amount of \$6,527,626.30 to finance the cost of planning, design, and construction for the Shoreline Drive Rehabilitation Project as follows:

Planning	\$ 96,416.00
Construction & Design	\$ 4,192,661.00
Contingency (10%)	\$ 428,908.00
OWDA Administrative Fee (0.35%)	\$ 16,512.95
<u>Capitalized Interest (2.24%) \$217,587.51 x 30</u>	<u>\$ 1,793,128.35</u>
	\$ 6,527,626.30

; 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 application by November of 2018, and allow the Ohio Water Development Authority to approve the loan by the end of year which will coincide with the construction phase allowing reimbursement to the City immediately after payments are made; 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; and NOW, THEREFORE,

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

Section 1. This City Commission (LGA) hereby approves the planning, design, and construction activities for the Shoreline Drive Rehabilitation Project and to finance the costs of these activities in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project" substantially in the same form as attached hereto marked Exhibit "1".

Section 2. The City Manager and the Finance Director are hereby authorized and directed to execute the Agreement on behalf of the City in substantially the same form of the Agreement attached hereto and together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and as being consistent with carrying out the City's public purpose.

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 22, 2018

COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) "Approved Application" means the application of the LGA dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

DEFINITIONS RELATING TO COSTS

(e) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(k) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the "Operational Date."

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs. The "LGA" represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA."

Section 3.9. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of

the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount. The Borrower [in other agreements, the "LGA"] represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA."

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an

office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board ("MSRB"), any one or more nationally recognized municipal securities information repositories ("NRMSIRs") or state information depository ("SID"), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA's incorporation by reference into OWDA official statements or other OWDA filings with the MSRB, any NRMSIR, or any SID of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB, any NRMSIR, or any SID. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to

be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the

same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any

award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;
EVENTS OF DEFAULT AND REMEDIES THEREFOR;
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default hereunder if the cure of such failure cannot be effected within thirty (30) days and if the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project

Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. With respect to the financing of Project Facilities by the OWDA as provided herein, the LGA agrees as follows:

(a) At no time will ten percent (10%) or more of any Project Facility or Project Site to be financed with funds borrowed from the OWDA ("OWDA Funds") be used for any private business use (as hereinafter defined) while at the same time the payment of the principal of, or the interest on, the OWDA Funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the OWDA) or (B) borrowed money used or to be used for private business use.

(b) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

Section 7.2. For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

Section 7.3. For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

Section 7.4. If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided hereinabove.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OWDA General Counsel

OHIO WATER DEVELOPMENT
AUTHORITY

By: _____
OWDA Executive Director

APPROVED AS TO FORM

LGA Legal Officer or Counsel

LGA: _____

By: _____

By: _____

Exhibit A

PROJECT FACILITIES DESCRIPTION

Exhibit B

CONSTRUCTION CONTRACT(S)

TERM SHEET

NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 10, 2018

Subject: **Commission Agenda Item – Purchase Bulk Rock Salt for CY 2019**

ITEM FOR CONSIDERATION: Legislation to purchase bulk highway deicing rock salt for calendar year 2019.

BACKGROUND INFORMATION: Since 1998, the City of Sandusky (City) has been included in the bidding procedure utilized by Erie County (County) to obtain bulk highway deicing rock salt. The bid included the County Engineer, County Facilities Department, and thirteen other political subdivisions, of which the City's salt requirements are approximately 25% of the total bid quantity. As a top purchaser under this contract, the City helps facilitate reduced costs for all participants in the County's bid process based on increased tonnage.

Bids submitted to County Commissioners included eight (8) townships, three (3) villages, City of Huron, City of Sandusky, and two (2) separate County departments for a total of 10,175 tons and the City's allocation is 2,500 tons. Erie County has awarded the salt contract for CY 2019 to Morton Salt, Inc. of Chicago, Illinois, at a rate of \$77.28 per ton for delivery or \$71.50 per ton for pick up. The price for 2018 was \$39.71 per ton.

Should the City use its total allocated quantity of salt, the budget impact would be a maximum of \$193,200.00. In the early stages of inclement weather, City crews pretreat the Milan Road overpass, main corridors and underpasses with brine in an effort to decrease snow and ice accumulation, as well as salt usage. In addition, crews will opt to pick-up salt at a branch location in Sandusky for a reduced cost of \$71.50/ton as frequently as possible. Because of this higher rate for 2019, the City has begun maximizing purchases in 2018 by stockpiling at all storage locations.

BUDGETARY INFORMATION: Funds for the purchase of bulk rock salt are routinely included in the Division of Traffic's operating budget each year. The total allocation for 2019 would be \$193,200.

ACTION REQUESTED: It is recommended that proper legislation be prepared to purchase bulk deicing rock salt from Morton Salt Inc. of Chicago, Illinois, at an amount not to exceed \$193,200 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 purchase of bulk highway deicing rock salt for calendar year 2019 and allow for salt application as the weather dictates.

I concur with this recommendation:

Eric Wobser, City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

RESOLUTION NO. 18-384

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN
AGREEMENT WITH MORTON SALT, INC.**

The Board of County Commissioners of Erie County, Ohio, met this 20th day of September, 2018, in regular session with the following members present:

Patrick J. Shenigo, Mathew R. Old, and William J. Monaghan.

Mr. Monaghan introduced the following resolution and moved its adoption.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
ERIE COUNTY, OHIO:**

THAT, this Board hereby enters into an agreement with Morton Salt, Inc., 444 W. Lake Street, Suite 3000, Chicago, IL 60606, for the purpose of furnishing rock salt for highway ice control during the 2019 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Old seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

Roll Call: Mr. Monaghan, Aye; Mr. Old, Aye; Mr. Shenigo, Aye

Adopted: September 20, 2018

CERTIFICATE

I, Carolyn L. Hauenstein, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #215.

Carolyn L. Hauenstein Clerk
Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator

Peter S. Daniel
Peter S. Daniel



Dave Yost
Ohio Auditor of State

LT

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **MORTON SALT, INC.**
Date: **8/29/2018 11:40:00 AM**

This search produced the following list of **10** possible matches:

Name/Organization	Address
Laptops and More, Inc.,	9403 Scottsdale Drive
Moreland, Nellie	
Morell, Tina	
Morgan, Roberta E	6256 Cary Avenue
Morgan, Angel	4870 Hunt Road, Suite 1
Morgan, Stacy	123 Brumbaugh Court
Morris, Christine	1002 Michele Court
Morris, James	
Morris, Sara	4852 Klondike Road
Morris, Walter	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

CONTRACT

This contract made and entered into this 20 day of September, 2018, by and between Morton Salt, Inc., 444 West Lake Street, Suite 3000, Chicago, Illinois 60606, hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority."

WITNESSETH:

The Supplier shall furnish 10,175 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2019 calendar year (1/01/19 – 12/31/19). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping).

TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
Erie County Engineer, Highway Dept.	3,100	\$71.50/ton	221,650.00	\$77.28/ton	239,568.00
Erie County Facilities Dept.	150	71.50/ton	10,725.00	77.28/ton	11,592.00
Berlin Township	200	71.50/ton	14,300.00	77.28/ton	15,456.00
Florence Township	100	71.50/ton	7,150.00	77.28/ton	7,728.00
Groton Township	100	71.50/ton	7,150.00	77.28/ton	7,728.00
Huron Township	500	71.50/ton	35,750.00	77.28/ton	38,640.00
Margaretta Township	250	71.50/ton	17,875.00	77.28/ton	19,320.00
Milan Township	600	71.50/ton	42,900.00	77.28/ton	46,368.00
Oxford Township	175	71.50/ton	12,512.50	77.28/ton	13,524.00
Perkins Township	800	71.50/ton	57,200.00	77.28/ton	61,824.00
Village of Berlin Heights	100	71.50/ton	7,150.00	77.28/ton	7,728.00
Village of Castalia	200	71.50/ton	14,300.00	77.28/ton	15,456.00
Village of Milan	400	71.50/ton	28,600.00	77.28/ton	30,912.00
City of Huron	1,000	71.50/ton	71,500.00	77.28/ton	77,280.00
City of Sandusky	2,500	71.50/ton	178,750.00	77.28/ton	193,200.00
Total Estimated Requirements	10,175		\$727,512.50		\$786,324.00

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of \$71.50/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, with no minimum tonnage required at a contract price of \$77.28/Ton, not to exceed **\$251,160.00** (\$239,568.00 – Erie County Engineer, \$11,592.00– Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated AUGUST 13, 2018, the terms and conditions of the Contract shall prevail.

ROCK SALT CALENDAR YEAR 2019

SUPPLIER SERVICE REQUIREMENTS

The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL, along with the bid submitted by Morton Salt, Inc. on August 16, 2018.

SUPPLIER RESPONSIBILITIES

The Supplier shall submit a detailed invoice for the products picked up or delivered in accordance with the provisions in the original specifications.

TERM

This contract shall remain in effect from January 1, 2019 through December 31, 2019.

INDEMNITY

The Supplier shall indemnify, hold harmless and defend the Commissioners and the other political entities in Erie County, Ohio, and their employees, from and against any and all claims, liability, damage or loss to person or property which may arise or grow out of the performance of this contract by Supplier, Supplier's agents, employees, invitees or others acting on behalf of the Supplier.

INSURANCE REQUIREMENTS

The Supplier agrees to meet all insurance requirements, and workers' compensation requirements, as required by the Ohio Revised Code. This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

MODIFICATION

This contract may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this contract shall be binding unless it is in writing and signed by all parties. In the event of cancellation of an executed order due to Commissioners' breach of contract, or for Commissioners' termination for convenience, Supplier will be compensated for product supplied to-date.

NOTICE TO PROCEED

The Supplier shall, upon receipt of a copy of the Erie County Commissioners resolution to enter into an agreement with supplier, provide product commencing on January 1st of the term described herein above. A purchase order, in accordance with the bidding documents shall be subsequently issued by Erie County.

NON-DISCRIMINATION

The Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The Supplier shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. Supplier agrees to comply with all pertinent provisions of Section 153.59 of the Ohio Revised Code.

FINDINGS FOR RECOVERY

The Supplier affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Supplier agrees that, if this representation or warranty is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

COUNTERPARTS

This contract may be executed in two or more counterparts, each shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This contract may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

COMPONENT PARTS OF THIS CONTRACT

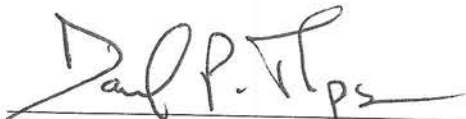
The executed contract documents shall consist of the following:

- a. This Contract
- b. Signed copy of Bid
- c. Bid Specifications
- d. Erie County Commissioner's Resolution to enter into an Agreement

These documents constitute the entire contract between the parties and its provisions shall be construed in accordance with the laws of the State of Ohio. This contract, together with other documents enumerated above, is as fully a part of the contract as if hereto attached or herein repeated, and forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated above shall govern, except as otherwise specifically stated.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

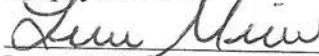
MORTON SALT, INC.


Signature Daniel P. Thompson

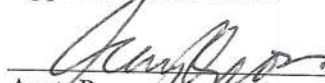
Title V.P of Bulk Deicing Sales & Marketing

27-3146174

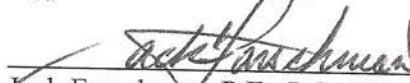
Taxpayer I.D. #


Leanne Miller, Manager, U.S BDI Planning &
Reporting

Approved as to Form:

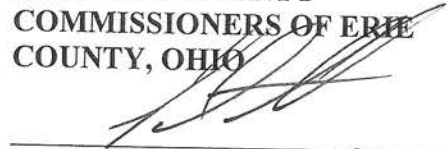

Asst. Prosecuting Attorney


Approved as to Content:

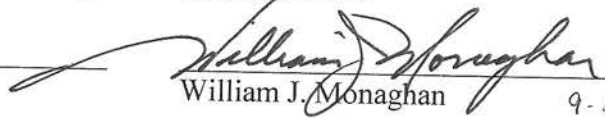

Jack Farschman, P.E., P.S., Erie County Engineer


Gary Weilnau, Building & Grounds Superintendent

BOARD OF COUNTY
COMMISSIONERS OF ERIE
COUNTY, OHIO


Patrick J. Shenigo


Mathew R. Old

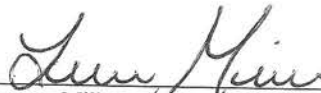

William J. Monaghan

9-20-18

CONTRACT LIMITATION CERTIFICATE

I, Leanne Miller, on behalf of **MORTON SALT, INC.**,
(Name of representative of vendor)


do hereby acknowledge that the maximum amount of monetary obligation of Erie County, Ohio, i.e., Board of County Commissioners of Erie County, Ohio, under the hereinbefore attached contract or agreement is **\$251,160.00** UNLESS the Board of Erie County Commissioners gives **PRIOR APPROVAL** for additional expenditures of money under the contract or agreement and the County Auditor certifies to the availability of such additional funds. Erie County, Ohio, i.e., the Board of County Commissioners of Erie County, Ohio **SHALL NOT BE HELD LIABLE** by **MORTON SALT, INC.** for any monetary obligations under this contract or agreement above the maximum amount of **\$251,160.00**, UNLESS expenditures are approved by the Board.



Leanne Miller, Manager, U.S. BDI Planning & Reporting
Representative of Vendor

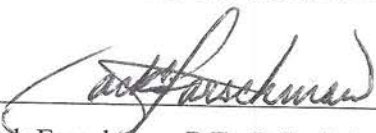
Sworn to before me and subscribed in my presence this 7th day of September,
2018.





(Notary Public)

APPROVED AS TO CONTENT



Jack Farschman, P.E., P.S., Erie County Engineer



Gary Weilnau, Building & Grounds Superintendent

ATTACHMENT C

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF ^{Illinois}~~Ohio~~:

SS: 27-3146174

TO: Board of Erie County Commissioners

The undersigned, being first duly sworn, having been awarded a contract by you for **"TREATED ROCK SALT FOR HIGHWAY ICE CONTROL"** hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list. In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.


Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

Sworn to before me and subscribed in my presence this 13th day of August, 20 18.


Notary Public



ATTACHMENT D
NON-COLLUSION AFFIDAVIT


State of ~~Ohio~~ Illinois

~~Franklin~~ County

BID Identification: **"TREATED ROCK SALT FOR HIGHWAY ICE CONTROL"**

CONTRACTOR Anthony T. Patton, being first duly sworn, deposes and says that he is Director, U.S. Gov't Bulk Deicing Sales & Marketing (sole owner, a partner, president, secretary, etc.) of Morton Salt, Inc. the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the CONTRACTING AUTHORITY awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member of agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:


Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

Subscribed and sworn to before me this 13th day of August, 20 18.

Seal of Notary







CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Illinois, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT
NAME:
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL
ADDRESS: certificates@willis.com

INSURED
Morton Salt, Inc.
444 West Lake Street, Suite 3000
Chicago, IL 606060090

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HDI Global Insurance Company	41343
INSURER B: Zurich American Insurance Company	16535
INSURER C: American Zurich Insurance Company	40142
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W4875861

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GLD1142908	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BAP 6221209 04	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUD11430-08	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 100,000						\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 6221212 04	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	WORKERS COMPENSATION & EMPLOYERS' LIABILITY			WC 6221213 04	01/01/2018	01/01/2019	E.L. EACH ACCIDENT \$1,000,000
	PER STATUTE						E.L. DISEASE-EA EMP \$1,000,000
							E.L. DISEASE-POL LIM \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2016 Rock Salt Contract, Erie County, Ohio

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

Erie County
2900 Columbus Avenue, Annex Building
Sandusky, OH 44870

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Illinois, Inc.		NAMED INSURED Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 606060090	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Erie County Commissioners is included as an Additional Insured as respects to General Liability.

INSURER AFFORDING COVERAGE: Zurich American Insurance Company

NAIC#: 16535

POLICY NUMBER: EWS 6221214 04 EFF DATE: 01/01/2018 EXP DATE: 01/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
WORKERS COMPENSATION &	E.L. EACH ACCIDENT	\$1,000,000
EMPLOYERS' LIABILITY	E.L. DISEASE-EA EMP	\$1,000,000
PER STATUTE	E.L. DISEASE-POL LIM	\$1,000,000



Bureau of Workers'
Compensation

30 W. Spring St.
Columbus OH 43215-2256

Governor John R. Kasich
Administrator/CEO Sarah D. Morrison

www.bwc.ohio.gov
1-800-644-6292

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy Number and Employer Name 20005653 MORTON SALT INC 444 W LAKE ST STE 3000 CHICAGO, IL 60606-0090	Period Specified Below October 01, 2017 to October 01, 2018
---	--



BWCLT0921A00961830200

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in the Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

Sarah D. Morrison
Administrator/CEO

BWC-7201

SI-1

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morton Salt, Inc.
444 West Lake Street, Suite 3000
Chicago, IL 60606

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
P.O. BOX 3967
Peoria, IL 61612-3967

Mailing Address for Notices

Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Erie County Commissioners
2900 Columbus Avenue
Sandusky, OH 44870

BOND AMOUNT: \$ 10% of total bid amount

PROJECT: Furnishing Salt

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13TH day of August, 2018


(Witness) Jacob McConnell, BDI Process Efficiency Lead

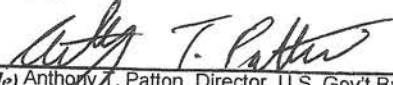

(Witness) Leanne Miller, Manager, US BDI Planning & Reporting

Morton Salt, Inc.

(Principal)

(Seal)

By:



(Title) Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

RLI Insurance Company

(Surety)

(Seal)

By:


(Title) Mariola Garcia, Attorney-in-Fact

STATE OF ILLINOIS
COUNTY OF COOK

On this 13th day of August, 2018, before me personally appeared
Mariola Garcia, known to me to be the Attorney-in-Fact
of RLI Insurance Company the corporation that executed
the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office
in the aforesaid county, the day and year in this certificate first written above.



(Notary Public)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Anthony Patton, Na-Tia Douglas, Leanne Miller, Daniel P. Thompson, Robert H. George, Natosha Hunt-Mobley, Ayanna Jefferson-Williams, Andrew Lorenzini, Nancy Torres, Mariola Garcia, Steve Downie, Joshua Sartori, jointly or severally

in the City of Chicago, State of Illinois its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of October, 2017.



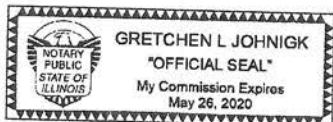
**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 19th day of October, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this _____ day of _____.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE BULK HIGHWAY DEICING ROCK SALT FOR THE DIVISION OF TRAFFIC SERVICES TO BE USED IN THE CY 2019 FROM MORTON SALT, INC., OF CHICAGO, ILLINOIS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, since 1998, the City of Sandusky has been included in the bidding procedure utilized by Erie County to obtain bulk highway deicing rock salt; and

WHEREAS, Erie County has awarded the salt contract for CY 2019 to Morton Salt, Inc., of Chicago, Illinois, at a rate of \$77.28 per ton for delivery and \$71.50 per ton for pick-up; and

WHEREAS, the bid submitted to the Erie County Commissioners included eight (8) townships, three (3) villages, the City of Sandusky, City of Huron, and two (2) separate Erie County departments for a total of 10,175 tons and the City's allocation is 2,500 tons; and

WHEREAS, should the City use its total estimated quantity (2,500 tons) of highway deicing rock salt the maximum budget impact would be \$193,200.00; and

WHEREAS, funds for the purchase of this item are routinely included in the Division of Traffic's operating budget each year; 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 authorize the purchase of highway deicing rock salt for the calendar year 2019 and allow for salt application as the weather dictates; 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 purchase from Morton Salt, Inc., of Chicago, Illinois, Two Thousand Five Hundred (2,500) tons, more or less, of bulk highway deicing rock salt for use by the Division of Traffic during CY 2019, at a cost **not to exceed** One Hundred Ninety Three Thousand Two Hundred and 00/100 Dollars (\$193,200.00). Said highway deicing rock salt shall be provided in accordance with the proposal of the said Morton Salt, Inc., of

Chicago, Illinois, on file with the Erie County Purchasing Department, and the bid specifications in relation thereto.

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 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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 22, 2018



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Jane E. Cullen, P.E., Assistant City Engineer
Date: October 9, 2018
Subject: **Commission Agenda Item - WPCLF Loan Application with the Ohio EPA for Pier Track Pump Station and Farwell Pump Station Improvements Project**

ITEM FOR CONSIDERATION: Requesting legislation approving the submission of the Water Pollution Control Loan Fund (WPCLF) application for the Pier Track Pump Station and Farwell Pump Station Improvements Project through the Ohio Environmental Protection Agency (OEPA).

BACKGROUND INFORMATION: The OEPA established the WPCLF program in 1988 and finances a variety of projects that have a water quality benefit at their core. Funding point and nonpoint source solutions to Ohio's water pollution problems is its main purpose, with more than \$7 billion having been loaned as of 2016. With assistance from OWDA, DEFA administers this program designed to operate in perpetuity, and to assist Ohio's communities and citizens with their water resource protection and restoration. Loans shall be issued at a 0% interest rate and a maximum term of twenty (30) years.

In 2017 the City entered into a Professional Design Agreement with Jones & Henry Engineers, LTD, to provide design services for the Pier Track Pump Station and Farwell Pump Station Improvements Project, which included three phases, Preliminary Design, Final Design and Bidding Assistance. The City recently approved an amendment to the Professional Design Agreement to account for the additional work to evaluate flow data received from external sources and determine what improvements would be needed in the City's sewer system to ensure consistency with current legal agreements and the General Plan update of 2017.

The completion of design documents nearing, the next step is to submit the Application for the WSRLA Loan to the OEPA, as they require a six month review period. The City will be applying for loan funding to cover the costs of design and construction. Additional legislation will be submitted to City Commission, as part of the bidding process for both projects detailing the construction costs.

BUDGETARY INFORMATION: There is no budgetary impact at this time for submitting the application.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval to submit a loan application to the OEPA for WPCLF funds. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to submit the loan application as soon as possible to allow the OEPA to begin their six month review and obtain the loan in time for construction.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron M. Klein, P.E., Director of Public Works

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO FILE AN APPLICATION WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA) FOR A LOAN THROUGH THE WATER POLLUTION CONTROL LOAN FUND (WPCLF) PROGRAM FOR THE DESIGN AND CONSTRUCTION OF THE PIER TRACK PUMP STATION AND FARWELL PUMP STATION IMPROVEMENTS PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the OPEA established the Water Pollution Control Loan Fund (WPCLF) program in 1988 and finances a variety of projects that have a water quality benefit at their core and with assistance from the Ohio Water Development Authority (OWDA), the Division of Environmental and Finance Assistance (DEFA) administers the program designed to operate in perpetuity, and to assist Ohio's communities and citizens with their water resource protection and restoration projects; and

WHEREAS, the Pier Track Pump Station and Farwell Pump Station Improvements Project involves the replacement of three (3) pumps and the generator at the Pier Track Pump Station located along the eastern side of Cedar Point Road between Cleveland Road and First Street and major improvements to the Farwell Pump Station located along Farwell Street between Second Street and First Street; and

WHEREAS, this City Commission approved an agreement for Professional Design Services with Jones & Henry Engineers, Ltd., of Toledo, Ohio, for the Pier Track Pump Station and Farwell Pump Station Improvements Project by Ordinance No. 17-228, passed on December 11, 2017, and recently approved an amendment to the agreement for additional services by Ordinance No. 18-195, passed on October 9, 2018; and

WHEREAS, the City will be applying for loan funds to finance the design and construction of the Pier Track Pump Station and Farwell Pump Station Improvements Project and the loan will be issued at a 0% interest rate for a maximum term of thirty (30) years; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the application as soon as possible to allow the OEPA to begin their six (6) month review process and obtain the loan prior to construction; 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. The City Manager is hereby authorized and directed to file an application on behalf of the City with the Ohio Environmental Protection Agency for a loan through the Water Pollution Control Loan Fund (WPCLF) program for the design and construction of the Pier Track Pump Station and Farwell Pump Station Improvements Project, a copy of which is on file in the Office of the Director of Public Works.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 22, 2018