



SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
NOVEMBER 13, 2018 at 5 p.m.
CITY HALL, 222 MEIGS STREET

INVOCATION	G. Lockhart
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	N. Lloyd, W. Poole, D. Waddington, D. Murray, G. Lockhart, D. Brady & N. Twine
APPROVAL OF MINUTES	October 22, 2018
AUDIENCE PARTICIPATION	
PRESENTATION	Gene Kidwell, President Wightman Wieber Foundation – Donation to City of Sandusky
PUBLIC HEARING	Greg Voltz, Planner Proposed Vacation of a portion of Farwell Street & Vacation of 10' Alley
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

SECOND READING

A. 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; and approving their donation to the Goodwill Industries of Erie, Huron, Ottawa and Sandusky Counties, Inc.

SECOND READING

B. 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 Waste Water Treatment Plant for the CY 2018.

C. Submitted by John Orzech, Police Chief and Rick Wilcox, Fire Chief

PAYMENT TO ERIE COUNTY FOR ANNUAL 9-1-1 EQUIPMENT REPLACEMENT & MAINTENANCE

Budgetary Information: The total amount of this expenditure is \$16,961.47. The replacement cost is \$9,342.22 and the maintenance cost is \$7,619.25. The cost will be paid with funds from the Police Department's 2018 operating budget in the amount of \$8,480.74 and from the EMS fund in the amount of \$8,480.73

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing payment for replacement and maintenance costs pursuant to the 9-1-1 agreement between the City of Sandusky and Erie County; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Aaron Klein, Director of Public Works

2019 CHEMICAL CONTRACTS FOR BIWW AND WWTP

Budgetary Information: Funds for the purchase of these items are routinely included in the operating budgets of the water and sewer plants.

1. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 12,000 gallons, more or less, of liquid sodium permanganate from Bonded Chemicals, Inc. of Columbus, Ohio for use at the Big Island Water Works plant during the calendar year 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

2. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 18,000 gallons, more or less, of hydrofluosilicic acid from Univar USA, Inc., of Cincinnati, Ohio, for use at the Big Island Water Works plant during the calendar year 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

3. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 50,000 gallons, more or less, of sodium hydroxide liquid from Bonded Chemicals, Inc., of Columbus, Ohio, for use at the Big Island Water Works plant during the calendar year 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

4. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 90,000 gallons, more or less, of sodium hypochlorite from Bonded Chemical of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

5. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 101,250 gallons, more or less, of aluminum sulfate polymer blend liquid from Applied Specialties of Avon Lake, Ohio, for use at the Big Island Water Works Plant during the calendar year 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

6. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 93,000 pounds, more or less, of powdered activated carbon from Calgon Carbon Corp., of Moon Township, Pennsylvania, for use at the Big Island Water Works Plant during the calendar year 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

7. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 350,000 pounds, more or less, of ferrous chloride solution from PVS Technologies, Inc., of Detroit, Michigan, for use at the Waste Water Treatment Plant during the calendar year 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

8. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 60,000 pounds, more or less, of polymer liquid from SNF Polydyne, Inc., of Riceboro, Georgia, for use at the Waste Water Treatment Plant during the calendar year 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Hank Solowiej, Finance Director

PAYMENT TO ARTHUR J. GALLAGHER & COMPANY FOR 2018 - 2019 PROPERTY, CASUALTY & LIABILITY INSURANCE

Budgetary Information: The annual cost has become part of the annual operating budget and the City of Sandusky's total cost for 2018 – 2019 will be an amount not to exceed \$435,000. The insurance year is December 1, 2018 through November 30, 2019. Based on exposures, the cost will be distributed to the general fund (\$278,818), street fund (\$45,072), water fund (\$54,507) and sewer fund (\$56,603). The prior year ordinance was passed by the City Commission on November 13, 2017 (Ordinance No. 17-208) that covered the period December 1, 2017 through November 30, 2018, for an amount not to exceed \$435,000.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager and/or Finance Director to make payment to Arthur J. Gallagher & Company for property, casualty and liability insurance costs for the period of December 1, 2018, through November 30, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Nicole DeFreitas, Transit Administrator

AGREEMENT WITH ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR TRANSPORTATION SERVICES WITH STS

Budgetary Information: The Sandusky Transit System will bill for trips consumed by individuals who are enrolled with the Erie County Board of Developmental Disabilities and eligible for transportation services. The revenue from this agreement will be used as matching grant funds for the Ohio Department of Transportation program grant. This contract is expected to provide approximately 10,500 trips and generate over \$200,000 in 2019.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and the Erie County Board of Developmental Disabilities for the period of January 1, 2019, through December 31, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by Matt Lasko, Chief Development Officer

PURCHASE AND SALE AGREEMENT FOR PROPERTY LOCATED AT 1524 FOREST DRIVE

Budgetary Information: The city will be responsible for purchasing property for \$35,000 and covering closing costs in addition. Neighborhood initiative funds will cover \$7,500 of the purchase with the balance being paid through the real estate development fund. Upon sale to the Erie County Land Reutilization Corporation, those sales proceeds will be returned to the real estate development fund.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the purchase and sale agreement for the purchase of property located at 1524 Forest Drive, Sandusky, and identified as Parcel No. 58-00434.000; ratifying the execution of the purchase and sale agreement for the purpose of blight elimination and demolition; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

H. Submitted by Matt Lasko, Chief Development Officer

PURCHASE AND SALE AGREEMENT WITH ERIE COUNTY LAND REUTILIZATION CORPORATION FOR PROPERTY LOCATED AT 1524 FOREST DRIVE

Budgetary Information: The city will be due \$5,000 (less closing costs) for the sale of the property. The funds will be returned to the real estate development fund account.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city located at 1524 Forest Drive, Sandusky, and identified as Parcel No. 58-00434.000 is no longer needed for any municipal purpose and authorizing and directing the City Manager to enter into an agreement to sell the designated real property to the Erie County Land Reutilization Corporation for the purpose of blight elimination and demolition; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

I. Submitted by Jane Cullen, Project Engineer

AUTHORIZATION TO SUBMIT GRANT APPLICATION TO ODNR FOR NAVIGATIONAL AIDS

Budgetary Information: This grant is one hundred percent funded by the Ohio Department of Natural Resources.

RESOLUTION NO. _____: It is requested a resolution be passed approving and ratifying an application submitted to the Ohio Department of Natural Resources navigational aids grant program on behalf of the Cedar Point Property Owners Association to replace fifteen existing buoys; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

J. Submitted by Aaron Klein, Director of Public Works

CHANGE ORDER #1 AND FINAL FOR 2018 TREE & STUMP REMOVAL PROJECT

Budgetary Information: The original contract with EcoTree Services, LLC is for \$73,085.16. Change order #1 and final increases the contract by \$5,820.84 to a total of \$78,906. The project will be paid with capital projects funds (Issue 8 infrastructure).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Ecotree Services, LLC, of Lorain, Ohio, for the 2018 tree and stump removal project in the amount of \$5,820.84; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

K. Submitted by Kelly Kresser, Commission Clerk

NOTIFICATION TO OHIO DIVISION OF LIQUOR CONTROL FOR NEW D5J LIQUOR PERMIT

The city has received a Notice to Legislative Authority from the Ohio Division of Liquor Control for a new D5J (*spirituous liquor for on-premises consumption only: beer, wine and mixed beverages for on premises, or off premises in original sealed containers until 2:30 a.m. in a Community Entertainment District*) liquor permit for Magroup, LLC #2 dba Vita Urbana, 256 Columbus Avenue. It is requested the Commission Clerk notify the Ohio Division of Liquor Control the city does not request a hearing on this matter.

REGULAR AGENDA ITEMS

SECOND READING

ITEM #1 - 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.

SECOND READING

ITEM #2 - 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.

SECOND READING

Item #3 - 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 #4 - Submitted by McKenzie Spriggs, Bicentennial Coordinator

AGREEMENT WITH WIGHTMAN WIEBER FOUNDATION FOR ACCEPTANCE OF DONATION & NAMING RIGHTS OF SANDUSKY BAY PATHWAY

Budgetary Information: The agreement will not have an impact on the budget. The city will benefit from the monetary donation especially as this is the trailblazer donation toward the Sandusky Bay Pathway and the city will be soliciting additional donations from the community.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a grant agreement with the Michelle Wightman – Karrie Wieber Charitable Foundation relating to the Shoreline Drive portion of the Sandusky Bay Pathway; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 - Submitted by Matt Lasko, Chief Development Officer

PAYMENT TO CENTRAL CATHOLIC ATHLETIC BOOSTERS, INC. (CCAB) FOR DEMOLITION COSTS ASSOCIATED WITH 407 WEST JEFFERSON STREET

Budgetary Information: The city will be responsible for providing \$50,000 from the EMS fund. The city will deposit the funds into an escrow account and will only permit disbursement if the CCAB or any related entity completes the acquisition of the Jefferson Street properties.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the acquisition of 407 West Jefferson Street by Central Catholic Athletic Boosters, Inc. with the intention of providing assistance for the demolition of 428 and 432 Decatur Street for the purpose of 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 #6 - Submitted by Todd Gibson, Facilities & Properties Supervisor

FEE INCREASES FOR OAKLAND CEMETERY & MEMORIAL PARK

Budgetary Information: The newly-generated funds will be allocated as follows: 75% to the general cemetery fund and 25% to the Cemetery endowment fund. Estimated revenue for each is approximately \$6,836 and \$2,279 respectively.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the new fee schedule as recommended by the Cemetery Board for the Oakland Cemetery & Memorial Park rules and regulations; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

SECTION 13

ITEM #7 - Submitted by Angela Byington, Planning Director

VACATION - PORTION OF FARWELL STREET AND PORTION OF 10’ ALLEY LOCATED AT 1800 CLEVELAND ROAD

Budgetary Information: There is no budgetary impact to the general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed vacating a portion of Farwell Street south of Cleveland Road and north of Cleveland Avenue and located East of Lots 854 – 858 and 860 and West of Lots 861 - 867 and vacating a portion of an alley South of Cleveland Road located East of 1706 Cleveland Road and West of Lots 854 – 855 within the city as set forth on the vacation plats, copies of which are marked as Exhibits A-2 and B-2, attached to this ordinance and incorporated herein; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with **Section 13** of the city charter.

ITEM #8 - Submitted by Jeffrey Keefe, Project Engineer

CONTRACT TO PERRAM ELECTRIC, INC. FOR COLUMBUS/SCOTT/CAMPBELL INTERSECTION PROJECT, PHASE 3

Budgetary Information: The estimated cost of the project based on bids including inspection, advertising and miscellaneous costs is \$179,000 with the total construction cost being \$173,912.36 and will be paid with the following funding:

ODOT Active Transportation funding	\$125,000.00
Capital Project fund (Issue 8 infrastructure)	48,912.36

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Perram Electric, Inc. of Wadsworth, Ohio, for the Columbus/Scott/Campbell intersection project Phase 3; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #9 - Submitted by Jeff Keefe, Project Engineer

AUTHORIZATION TO BID 2018 CEDAR POINT CHAUSSEE WATER TOWER DEMOLITION PROJECT

Budgetary Information: The estimated demolition cost is \$65,500; additional costs include advertising and miscellaneous expenses in the amount of \$500 for a total estimated cost of \$66,000 from water funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed Cedar Point Chaussee water tower demolition project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #10 - Submitted by Jeff Keefe, Project Engineer

AUTHORIZATION TO BID BIWW VALVE EVALUATION & MAINTENANCE PROJECT

Budgetary Information: The estimated construction cost is \$49,500 and advertising in the amount of \$500 for a total cost of \$50,000 to be paid from the water fund.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed BIWW 42” valve evaluation and maintenance project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #11 - Submitted by Aaron Klein, Director of Public Works

AMENDMENT #1 TO AGREEMENT WITH REPUBLIC SERVICES FOR RECYCLING SERVICES

Budgetary Information: The cost of \$30,000 will be paid from the general fund; however, the city has requested full reimbursement of these funds from the Erie County Solid Waste District.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the agreement between the City of Sandusky and F.S.I. Disposal/Fultz and Son, Inc., with successor in interest Republic Services of Sandusky, Ohio, for services to transport collected recyclable material from city-owned drop-off collection sites; authorizing and directing the City Manager and/or Finance Director to make a one-time lump sum payment to Republic Services in the amount of \$30,000; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

- OLD BUSINESS
- NEW BUSINESS

AUDIENCE PARTICIPATION Open discussion on any item (5 minute limit)

- EXECUTIVE SESSION(S)
- ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

Monday, November 19 at 8:30 p.m.
Tuesday, November 20 at 5 p.m.

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



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

CITY OF SANDUSKY

CITY COMMISSION

NOTICE OF PUBLIC HEARING

The City of Sandusky Ohio City Commission will conduct a "Public Hearing" during the course of their meeting on Monday, November 13th, 2018 at 5:00 p.m. in the 1st floor conference room, City Building, 222 Meigs Street, Sandusky, Ohio to consider the following:

1. Cedar Point Park LLC has submitted a petition for the vacation of a portion of Farwell Street located between 1800 Cleveland Road and 1810 Cleveland Road and for the vacation of a 10' alley located between 1706 Cleveland Road and 1800 Cleveland Road.

Further details and information with respect to the above may be obtained during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) from the Planning Department, City Building, 222 Meigs Street, Sandusky, Ohio, 419-627-5973. All persons interested in or affected by this request will have the right and opportunity to be heard at this meeting.

Greg Voltz

Sandusky City Commission

Sandusky Register 10/11/2018



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.

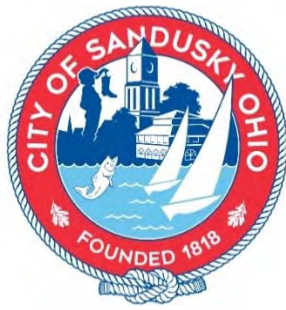
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: November 13, 2018 (effective after 30 days)



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
OHV000004	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: November 13, 2018 (effective after 30 days)



POLICE DEPARTMENT

222 Meigs St.
Sandusky, Ohio 44870
419-627-5869
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: John Orzech, Police Chief
Rick Wilcox, Fire Chief

Date: October 24, 2018

Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the payment of 9-1-1 equipment replacement and maintenance billing for 2019 to Erie County.

BACKGROUND INFORMATION: This is an agreement between the Erie County Commissioners and the City of Sandusky to pay annual charges for the 9-1-1 equipment beginning in 1999. We have now been invoiced the 9-1-1 equipment replacement and maintenance charges for 2019.

BUDGETARY INFORMATION: The total amount of this expenditure is \$16,961.47. The replacement cost is \$9,342.22 and the maintenance cost is \$7,619.25. The cost will be paid with funds from the Police Department's 2018 Operating budget in the amount of \$8,480.74 and from the EMS Fund in the amount of \$8,480.73.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the payment of the 9-1-1 equipment replacement and maintenance billing in the amount not to exceed **\$16,961.47**. It is further requested that this be passed in accordance with Section 14 of the City Charter in order for payment to be made to the County as the payment is due by November 25, 2018.

Approved:

I concur with this recommendation:

John Orzech, Police Chief

Eric Wobser, City Manager

Rick Wilcox, Fire Chief

cc: Hank Solowiej, Finance Director
Trevor Hayberger, Acting Law Director

ERIE COUNTY FINANCE DEPARTMENT

2900 Columbus Avenue
Sandusky, OH 44870
(419) 627-7619



To: City of Sandusky
222 Meigs Street
Sandusky, OH 44870

Invoice: EMA-911 CITY-SAND

Date: 10/25/18

INVOICE

Erie County 911
for year 2019

Subdivision
24861-3600-434200
911

Census

25793

\$16,961.47

\$16,961.47

MAKE CHECKS PAYABLE TO ERIE COUNTY COMMISSIONERS
Terms - Net 30 Days

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING PAYMENT FOR REPLACEMENT AND MAINTENANCE COSTS PURSUANT TO THE 9-1-1 AGREEMENT BETWEEN THE CITY OF SANDUSKY AND ERIE COUNTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky entered into an agreement with Erie County to provide funding for an enhanced 911 system as authorized by Ordinance No. 99-244, passed by the City Commission on August 23, 1999; and

WHEREAS, authorization for payment of the City's share for replacement and maintenance for the calendar year 2019 is being requested; and

WHEREAS, the total cost for the 9-1-1 equipment replacement and maintenance charges for the calendar year 2019 as reflected on the current unpaid invoice is \$16,961.47 (\$9,342.22 for replacement and \$7,619.25 for maintenance) and is to be paid with funds from the Police Department's 2018 operating budget in the amount of \$8,480.74 and from EMS Funds in the amount of \$8,480.73; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order for payment to be made to the County for CY 2019 as the payment is due by November 25, 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, including the Fire and Police Departments, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager and/or the Finance Director are authorized and directed to make payment to the Erie County Commissioners for the City's share of the 9-1-1 replacement and maintenance costs for CY 2019 in an amount **not to exceed** Sixteen Thousand Nine Hundred Sixty One and 47/100 Dollars (\$16,961.47) consistent with the invoice received by the City from the Erie County Finance Department.

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: November 13, 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: Aaron M. Klein, P.E.

Date: October 30, 2018

Subject: Commission Agenda Item – 2019 Chemical Contract for Big Island Water Works and the Waste Water Treatment Plants

ITEM FOR CONSIDERATION: Legislation for the purchase of chemicals for use at the Big Island Water Works and Waste Water Treatment Plants for the calendar year 2019.

Contract One – Liquid Sodium Permanganate (BIWW) 12,000 Gallons, more or less

Bonded Chemicals Inc.
Columbus, OH

Bid: \$74,880 (\$6.24 per gallon)
Surety: 100% Bid Bond

Shannon Chemical
Exton, PA

Bid: \$82,080.00 (\$6.84 per gallon)
Surety: 10% of Base Bid in Cashier's Check

Contract Two – Hydrofluosilicic Acid (BIWW) 18,000 Gallons, more or less

Bonded Chemical
Columbus, OH

Bid: \$35,820.00 (\$1.99 per gallon)
Surety: 100% Bid Bond

SAL Chemical
Weirton, WV

Bid: \$36,360.00 (\$2.02 per gallon)
Surety: 100% Bid Bond

Univar USA Inc.
Cincinnati, OH

Bid: \$34,020.00 (\$1.89 per gallon)
Surety: 100% Bid Bond

Contract Three – Sodium Hydroxide Liquid (BIWW) 50,000 Gallons, more or less

Bonded Chemical
Columbus, OH

Bid: \$117,750.00 (\$2.355 per gallon)
Surety: 100% Bid Bond

SAL Chemical
Weirton, WV

Bid: \$130,750.00 (\$2.615 per gallon)
Surety: 100% Bid Bond

JCI Jones Chemicals
Barberton, OH

Bid: \$121,000.00 (\$2.42 per gallon)
Surety: 100% Bid Bond

Contract Four – Sodium Hypochlorite (BIWW) 90,000 Gallons, more or less

Bonded Chemical Columbus, OH	Bid: \$69,660.00 (\$0.774 per gallon) Surety: 100% Bid Bond
SAL Chemical Weirton, WV	Bid: \$73,800.00 (\$0.82 per gallon) Surety: 100% Bid Bond

Contract Five – Aluminum Sulfate Polymer Blend (BIWW) 101,250 Gallons, more or less

Applied Specialties Avon Lake, OH	Bid: \$273,881.25 (2.705 per gallon) Surety: 100% Bid Bond
Chemtrade Chemicals Parisspany, NJ	Bid: \$301,400.00 (2.977 per gallon) Surety: 100% Bid Bond

Contract Six – Powder Activated Carbon (BIWW) 93,000 Pounds, more or less

Bonded Chemical Columbus, OH	Bid: \$73,749.00 (\$0.793 per pound on truckloads) Surety: 100% Bid Bond
SAL Chemical Weirton, WV	Bid: \$83,235.00 (\$0.895 per pound on truckloads) Surety: 100% Bid Bond
Calgon Carbon Corp. Moon Township, PA <i>*Powder Activated Carbon performance adjusted cost for TOC removal and tested with newly installed equipment.</i>	Bid: \$72,540.00 (\$0.78 per pound on truckloads) Surety: 100% Bid Bond
Jacobi Moon Township, PA	Bid: \$88,815.00 (\$0.955 per pound on truckloads) Surety: 100% Bid Bond
Thatcher Company Salt Lake City, UT	Bid: \$79,980.00 (\$0.86 per pound on truckloads) Surety: 100% Bid Bond
Carbon Activated Corporation Compton, CA	Bid: \$99,510.00 (\$1.070 per pound on truckloads) Surety: 100% Bid Bond

Contract Seven – Ferrous Chloride Solution (WWTP) 350,000 Pounds, more or less

Kemira Water Solutions Inc. Lawrence, KS	Bid: \$249,200.00 (\$0.712 per pound) Surety: 100% Bid Bond
PVS Technologies, Inc. Detroit, MI	Bid: \$241,500.00.00 (\$0.69 per pound) Surety: 100% Bid Bond

Contract Eight – Polymer Liquid (WWTP) 60,000 Pounds, more or less

SNF Polydyne Inc. Riceboro, GA	Bid: \$70,800.00 (\$1.18 per pound) Surety: 100% Bid Bond
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In addition to bidding for City chemicals, we routinely include Erie County's chemicals for their wastewater treatment plants in our annual chemical bids just as the City participates in Erie County's

Road Salt Bid annually. The City of Huron also participates in the process with chemicals for their water and wastewater treatment plants. Each entity is responsible for entering into their own contracts with the chemical companies.

BUDGETARY INFORMATION: Funds for the purchase of these items are routinely included in the operating budgets of the Water and Sewer Plants

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase chemicals for the calendar year 2019 for use at the Big Island Water Works and Waste Water Treatment Plant as follows:

	Description	Company	Quantity	Unit	Unit Price	Total
Contract #1	Liquid Sodium Permanganate	Bonded Chemicals	12,000	Gal	\$6.24	\$74,880.00
Contract #2	Hydrofluosilicic Acid	Univar USA Inc.	18,000	Gal	\$1.89	\$34,020.00
Contract #3	Sodium Hydroxide Liquid	Bonded Chemical	50,000	Gal	\$2.355	\$117,750.00
Contract #4	Sodium Hypochlorite	Bonded Chemicals	90,000	Gal	\$0.774	\$69,660.00
Contract #5	Aluminum Sulfate Polymer Blend – Liquid	Applied Specialties	101,250	Gal	\$2.705	\$273,881.25
Contract #6	Powdered Activated Carbon	Calgon Carbon Corp.	93,000	Lbs	\$0.78	\$72,540.00
Contract #7	Ferrous Chloride Solution	PVS Technologies, Inc.	350,000	Lbs	\$0.69	\$241,500.00
Contract #8	Polymer – Liquid	SNF Polydyne Inc.	60,000	Lbs	\$1.18	\$70,800.00

It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow for delivery of the product as needed by January 1, 2019.

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 AND DIRECTING THE CITY MANAGER TO PURCHASE 12,000 GALLONS, MORE OR LESS, OF LIQUID SODIUM PERMANGANATE FROM BONDED CHEMICALS INC. OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Twelve Thousand (12,000) gallons, more or less, of Liquid Sodium Permanganate for use at the Big island Water Works Plant, two (2) appropriate bids were received and the bid of Bonded Chemicals, Inc. of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; 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 delivery of this product as needed by January 1, 2019; 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 be and hereby is authorized and directed to purchase Twelve Thousand (12,000) gallons, more or less, of Liquid Sodium Permanganate from Bonded Chemicals, Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant for \$6.24 per gallon at an amount **not to exceed** Seventy Four Thousand Eight Hundred Eighty and 00/100 Dollars (\$74,880.00). Said Liquid Sodium Permanganate shall be provided in accordance with the proposal of the said Bonded Chemicals, Inc. of Columbus, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 13, 2018

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 18,000 GALLONS, MORE OR LESS, OF HYDROFLUOSILICIC ACID FROM UNIVAR USA INC., OF CINCINNATI, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Eighteen Thousand (18,000) gallons, more or less, of Hydrofluosilicic Acid for use at the Big Island Water Works Plant, three (3) appropriate bids were received and the bid of Univar USA Inc., of Cincinnati, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; 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 delivery of this product as needed by January 1, 2019; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Eighteen Thousand (18,000) gallons, more or less, of Hydrofluosilicic Acid from Univar USA Inc., of Cincinnati, Ohio, for use at the Big Island Water Works Plant for \$1.89 per gallon at an amount **not to exceed** Thirty Four Thousand Twenty and 00/100 Dollars (\$34,020.00). Said Hydrofluosilicic Acid shall be provided in accordance with the proposal of the said Univar USA Inc., of Cincinnati, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 13, 2018

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 50,000 GALLONS, MORE OR LESS, OF SODIUM HYDROXIDE LIQUID FROM BONDED CHEMICALS INC. OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Fifty Thousand (50,000) gallons, more or less, of Sodium Hydroxide Liquid, for use at the Big Island Water Works Plant, three (3) appropriate bids were received and the bid of Bonded Chemicals, Inc. of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; 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 delivery of this product as needed by January 1, 2019; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Fifty Thousand (50,000) gallons, more or less, of Sodium Hydroxide Liquid from Bonded Chemicals, Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant for \$2.355 per gallon at an amount **not to exceed** One Hundred Seventeen Thousand Seven Hundred Fifty and 00/100 Dollars (\$117,750.00). Said Sodium Hydroxide Liquid shall be provided in accordance with the proposal of the said Bonded Chemicals, Inc. of Columbus, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 13, 2018

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 90,000 GALLONS, MORE OR LESS, OF SODIUM HYPOCHLORITE FROM BONDED CHEMICAL OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Ninety Thousand (90,000) gallons, more or less, of Sodium Hypochlorite for use at the Big Island Water Works Plant, two (2) appropriate bids were received and the bid of Bonded Chemical of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; 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 delivery of this product as needed by January 1, 2019; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Ninety Thousand (90,000) gallons, more or less, of Sodium Hypochlorite from Bonded Chemical of Columbus, Ohio, for use at the Big Island Water Works Plant for \$0.774 per gallon at an amount **not to exceed** Sixty Nine Thousand Six Hundred Sixty and 00/100 Dollars (\$69,660.00). Said Sodium Hypochlorite shall be provided in accordance with the proposal of the said Bonded Chemical of Columbus, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 13, 2018

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 101,250 GALLONS, MORE OR LESS, OF ALUMINUM SULFATE POLYMER BLEND LIQUID FROM APPLIED SPECIALTIES OF AVON LAKE, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of One Hundred One Thousand Two Hundred Fifty (101,250) gallons, more or less, of Aluminum Sulfate Polymer Blend Liquid for use at the Big Island Water Works Plant, two (2) appropriate bids were received and the bid of Applied Specialties of Avon Lake, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; 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 delivery of this product as needed by January 1, 2019; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase One Hundred One Thousand Two Hundred Fifty (101,250) gallons, more or less, of Aluminum Sulfate Polymer Blend Liquid from Applied Specialties of Avon Lake, Ohio, for use at the Big Island Water Works Plant for \$2.705 per gallon at an amount **not to exceed** Two Hundred Seventy Three Thousand Eight Hundred Eighty One and 25/100 Dollars (\$273,881.25). Said Aluminum Sulfate Polymer Blend Liquid shall be provided in accordance with the proposal of the said Applied Specialties of Avon Lake, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 13, 2018

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 93,000 POUNDS, MORE OR LESS, OF POWDERED ACTIVATED CARBON FROM CALGON CARBON CORP., OF MOON TOWNSHIP, PENNSYLVANIA, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Ninety Three Thousand (93,000) pounds, more or less, of Powdered Activated Carbon for use at the Big Island Water Works Plant, six (6) appropriate bids were received and the bid of Calgon Carbon Corp., of Moon Township, Pennsylvania, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; 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 delivery of this product as needed by January 1, 2019; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Ninety Three Thousand (93,000) pounds, more or less, of Powdered Activated Carbon from Calgon Carbon Corp., of Moon Township, Pennsylvania, for use at the Big Island Water Works Plant for \$0.78 per pound at an amount **not to exceed** Seventy Two Thousand Five Hundred Forty and 00/100 Dollars (\$72,540.00). Said Powdered Activated Carbon shall be provided in accordance with the proposal of the said Calgon Carbon Corp. of Moon Township, Pennsylvania, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 13, 2018

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 350,000 POUNDS, MORE OR LESS, OF FERROUS CHLORIDE SOLUTION FROM PVS TECHNOLOGIES, INC., OF DETROIT, MICHIGAN, FOR USE AT THE WASTEWATER TREATMENT PLANT DURING THE CALENDAR YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Three Hundred Fifty Thousand (350,000) pounds, more or less, of Ferrous Chloride Solution for use at the Wastewater Treatment Plant, two (2) appropriate bids were received and the bid of PVS Technologies, Inc., Detroit, Michigan, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Wastewater Treatment Plant's operating budget; 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 delivery of this product as needed by January 1, 2019; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Three Hundred Fifty Thousand (350,000) pounds, more or less, of Ferrous Chloride Solution from PVS Technologies, Inc., Detroit, Michigan, for use at the Wastewater Treatment Plant for \$0.690 per pound at an amount **not to exceed** Two Hundred Forty One Thousand Five Hundred and 00/100 Dollars (\$241,500.00). Said Ferrous Chloride Solution shall be provided in accordance with the proposal of the said PVS Technologies, Inc., Detroit, Michigan, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 13, 2018

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 60,000 POUNDS, MORE OR LESS, OF POLYMER LIQUID FROM SNF POLYDYNE INC., OF RICEBORO, GEORGIA, FOR USE AT THE WASTEWATER TREATMENT PLANT DURING THE CALENDAR YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Fifty Five Thousand (60,000) pounds, more or less, of Polymer Liquid for use at the Wastewater Treatment Plant, one (1) appropriate bid was received and the bid of SNF Polydyne, Inc., of Riceboro, Georgia, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Wastewater Treatment Plant's operating budget; 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 delivery of this product as needed by January 1, 2019; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Sixty Thousand (60,000) pounds, more or less, of Polymer Liquid from SNF Polydyne Inc., of Riceboro, Georgia, for use at the Wastewater Treatment Plant for \$1.18 per pound at an amount **not to exceed** Seventy Thousand Eight Hundred and 00/100 Dollars (\$70,800.00). Said Polymer Liquid shall be provided in accordance with the proposal of the said SNF Polydyne Inc., of Riceboro, Georgia, on file in the office of the Director of Public Works.

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

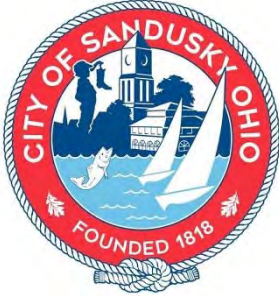
Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: November 13, 2018



DEPARTMENT OF FINANCE
HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR

222 Meigs Street
Sandusky, Ohio 44870
Phone (419) 627-5888
Fax (419) 627-5892

TO: Eric L. Wobser, City Manager
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: November 1, 2018
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

An ordinance approving the costs for the 2018-2019 property, casualty, and liability insurance with Arthur J. Gallagher & Company.

BUDGETARY INFORMATION:

The annual cost has become part of the annual operating budget and the City of Sandusky's total cost for 2018-2019 will be an amount not to exceed \$435,000. The insurance year is December 1, 2018 through November 30, 2019.

Based on exposures, the cost will be distributed to the General Fund (\$278,818), Street Fund (\$45,072), Water Fund (\$54,507), and Sewer Fund (\$56,603). The prior year ordinance was passed by the City Commission on November 13, 2017 (Ordinance No 17-208) that covered the period December 1, 2017 through November 30, 2018, for an amount not to exceed \$435,000.

ACTION REQUESTED:

The City Commission is requested to approve legislation to authorize funds for the property, casualty, and liability insurance package for 2018-2019. The legislation required is an ordinance to pay Arthur J. Gallagher & Company an amount not to exceed \$435,000. It is requested that the City Commission enact the required legislation under suspension of the rules in accordance with Section 14 of the City Charter to avoid any lapse in coverage.

CC: Trevor Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO MAKE PAYMENT TO ARTHUR J. GALLAGHER & COMPANY FOR PROPERTY, CASUALTY AND LIABILITY INSURANCE COSTS FOR THE PERIOD OF DECEMBER 1, 2018, THROUGH NOVEMBER 30, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Finance Committee, utilizing the services of insurance consultants, Crain, Langner & Associates who facilitated the process and reviewed the proposals, and at their special meeting on November 16, 2012, unanimously recommended Arthur J. Gallagher & Company as the City's insurance carrier and the annual insurance costs have become part of the City's annual operating budget; and

WHEREAS, this City Commission authorized the Finance Director to make payment to Arthur J. Gallagher & Company in the amount of \$435,000.00 for property, casualty and liability insurance costs for the period of December 1, 2017, through November 30, 2018, by Ordinance No. 17-208, passed on November 13, 2017; and

WHEREAS, the total cost for insurance for the period of December 1, 2018, through November 30, 2019, is an amount not to exceed \$435,000.00, of which \$278,818.00 will be paid with General Funds, \$45,072.00 will be paid with Street Funds, \$54,507.00 will be paid with Water Funds and \$56,603.00 will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner and avoid any lapse in coverage; 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 Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission approves the City of Sandusky's Municipal membership for property, casualty and liability insurance with Arthur J. Gallagher & Company and the City Manager and/or Finance Director are authorized and directed to make payment in an amount **not to exceed** Four Hundred Thirty Five Thousand and 00/100 Dollars (\$435,000.00) for coverage for the period beginning December 1, 2018, through November 30, 2019.

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.

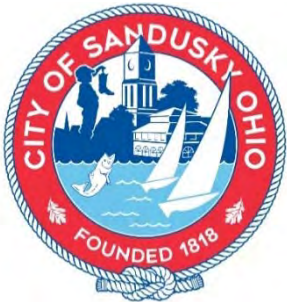
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: November 13, 2018



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 26, 2018

SUBJECT: **Erie County Board of Developmental Disabilities Contract for Transportation Services**

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a one (1) year contract for transportation services between the City of Sandusky and the Erie County Board of Developmental Disabilities.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) is currently a contracted transportation provider of the Erie Board of Developmental Disabilities. This contract was entered on January 1, 2018 and will expire December 31, 2018.

The Erie County Board of Developmental Disabilities is required by the Ohio Revised Code to ensure that transportation services are provided to individuals determined by the Erie County Board of Developmental Disabilities to be eligible to use the transportation services provided by the Sandusky Transit System in accordance with individual's Most Valuable Person plans approved by the Erie County Board of Developmental Disabilities and the administrative rules established by the State of Ohio.

STS will provide safe, reliable, transportation services to individuals served by the Erie Board of Developmental Disabilities throughout Erie County. These individuals are transported on schedules developed with input from various members of the individual's support team. This contract will be in effect for a term of one (1) year from January 1, 2019 through December 31, 2019 at a rate of \$19.31 per trip and \$15.00 per punch card.

STS will provide the Erie Board of Developmental Disabilities with reports, training records, and other information, that is proposed in said contract. The money received from this contract will help meet the local match requirements for all Ohio Department of Transportation (ODOT) Transit grants.

BUDGET IMPACT: STS will bill for trips consumed by individuals who are enrolled with Erie Board of Developmental Disabilities and eligible for transportation services. The revenue from this agreement will be used as matching grant funds for the Ohio Department of Transportation (ODOT) Program grant. This contract is expected to provide approximately 10,500 trips and generate over \$200,000 in 2019.

ACTION REQUESTED: It is requested that legislation be adopted allowing the City Manager to enter into a contract for transportation services with Erie County Board of Developmental Disabilities from January 1, 2019 to December 31, 2019. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to approve the terms of the agreement and execute the contract prior to the commencing date of January 1, 2019.

Nicole DeFreitas,
Transit Administrator

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Director of Planning

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

ACTION REQUESTED: It is requested that legislation be adopted allowing the City Manager to enter into a contract for transportation services with Erie County Board of Developmental Disabilities from January 1, 2019 to December 31, 2019. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to approve the terms of the agreement and execute the contract prior to the commencing date of January 1, 2019.

Nicole DeFreitas,
Transit Administrator

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Director of Planning

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND THE ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR THE PERIOD OF JANUARY 1, 2019, THROUGH DECEMBER 31, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Board of Developmental Disabilities (ECBDD) is required by the Ohio Revised Code to ensure that transportation services are provided to individuals determined by ECBDD to be eligible to utilize the public transportation services provided by the Sandusky Transit System in accordance with the Most Valuable Person (MVP) service plans approved by the ECBDD and the administrative rules established by the State of Ohio; and

WHEREAS, the Sandusky Transit System has provided transportation services for Erie County Board of Developmental Disabilities (ECBDD) eligible individuals for over two (2) decades and proposes to continue this service; and

WHEREAS, the Sandusky Transit System will receive \$19.31 per trip and \$15.00 per punch card from ECBDD pursuant to the proposed agreement and these funds received will be used as matching funds for the Ohio Department of Transportation Rural Transit Program 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 execute the agreement prior to the commencing date of January 1, 2019; 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 be and hereby is authorized to execute the Agreement with the Erie County Board of Developmental Disabilities for transportation services for the period from January 1, 2019, to December 31, 2019, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being

substantially 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. 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: November 13, 2018

ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
SERVICES CONTRACT for NON- SPECIALIZED PROVIDERS

Provider Name: City of Sandusky
(Nicole DeFreitas)

Address: 1230 North Depot Street
Sandusky, Ohio 44870

Phone: 419-627-5849

Email: NDeFreitas@ci.sandusky.oh.us

This Contract shall be in effect from **January 1, 2019 through December 31, 2019** unless otherwise terminated, extended, or renewed by the parties. All previous Contracts will become null and void upon commencement of this Contract. Services may be provided to a variety of eligible Individuals as indicated in the Most Valuable Person (MVP) (previously known as Individual Service Plan “ISP”) and Support Budget.

Services:	Transportation	\$19.31 per trip
	Transportation	\$15.00 punch card

No services will be reimbursed at a rate higher than the Medicaid state rate.

I. DEFINITIONS:

- A. Individual means a person with a developmental disability, who is eligible to receive programs and services and who may also receive Individual Support Services through state and/or local County Board funds.
- B. Most Valuable Person (MVP) (previously known as the Individual Service Plan “ISP”) means a written description of the services, supports, and activities to be provided to an Individual, including the portion which identifies the Provider’s specific duties and responsibilities relating to an Individual, according to requirements set forth in Applicable Requirements, which is approved by the Board.
- C. Provider means an agency, business or LLC who provides services to Individuals with Developmental Disabilities and the public.
- D. Service and Support Administrator (SSA) means the Board employee(s) and/or person(s) who Contract with the Board who are responsible for service and support administration function for the Individual.

II. GENERAL TERMS AND AGREEMENTS:

- A. The Provider understands that he/she is Contracting with the Erie County Board of DD and is not the employee of the Erie County Board of DD while providing MVP services. The Provider is personally responsible for reporting and payment of taxes and other fees to the IRS and other applicable authorities.
- B. The Provider understands the Erie County Board of DD, its staff or management does not assume any liability for the Provider’s actions or quality of care provided by the Provider while delivering services.
- C. There will be no reconciliation of this Contract as it will be a fee for services arrangement. Services will be provided only in the presence of the Individual; unless otherwise noted in the MVP.

- D. The Provider shall provide notice of major unusual incidents pertaining to the Individual to the Erie County Board of DD's Investigative Agent immediately and shall provide such other additional reports to the Erie County Board of DD and to such other persons and/or agencies as is required by applicable federal and state law.
- E. Non-Discrimination: The Provider shall comply with all federal, state, and local requirements regarding non-discriminatory practices on the basis of age, race, color, creed, disability, sex, sexual orientation, gender identification or expression, or national origin.
- F. Bill of Rights: The Provider shall comply with the Bill of Rights for persons with developmental disabilities as defined in Section 5123.62 of the O.R.C.
- G. Records Retention: The Provider shall maintain all records and documentation related to services for a period of five (5) years. Financial records should be maintained for a period of time adhering to IRS regulations, other federal/state requirements and, when applicable, Social Security guidelines for audits of Provider's records and personal funds of the services recipient.
- H. Confidentiality: Any and all protected health information (HIPAA related information) will be kept in confidence and will not be shared with anyone that is not authorized by consent to release information to receive this information from.

III. WORK HOURS:

- A. The Erie County Board of DD, Individuals, and families expect for supports and services to be provided as agreed to in the MVP. The Provider will not be paid for missed service.

IV. RATES:

- A. The Provider may choose to change their rate within the Contract year. An addendum to the Contract must be completed prior to the start of the revised rate.

V. PROCEDURES FOR PAYMENT:

- A. The amount of money paid each month to the Provider shall not exceed the amount of money per month and/or year as designated in this Contract and MVP.
- B. The Erie County Board of DD has thirty (30) business days from the date of receipt of the invoice to pay Providers for services rendered; invoices will only be processed on a monthly basis pursuant to the county auditor's procedures. Invoices must be received by the Erie County Board of DD no later than sixty (60) calendar days from the day of service rendered. If invoices are not received within these timelines, they may not be honored for payment.
- C. All invoices are required to be submitted in electronic format utilizing the www.ohiodd.com billing system or another agreed upon format. All Providers must go through an initial www.ohiodd.com billing training with Board staff prior to submission of first invoice.
- D. In the event that this Contract is renewed, or a new Contract is agreed upon by the parties, reconciliation of costs due under this Contract shall be carried out in accordance with the requirements of O.R.C. 5126.44(D).
- E. If the Provider is required to make a repayment for payments received from an Individual Support Services overpayment, Provider shall pay the amount determined to be in error, which is supported by documentation by the Erie County Board of DD.

VI. AUTOMOBILE INSURANCE and DRIVER'S LICENSE:

- A. The Provider who provides transportation shall carry automobile liability insurance for passenger vehicles used to transport the Individual. Proof of current automobile insurance must be on file with the Provider and available to the Erie County Board of DD if requested. If the insurance expires, then transportation services are terminated from the Contract and payment for transportation services from the expiration date forward will not be paid.
- B. The Provider and their employees shall possess a valid Ohio Driver's license. If the driver's license expires, then that service is terminated from the Contract and payment for transportation services will not be paid from the expiration date forward.

VII. TRAINING:

- A. The Provider is responsible for successfully completing the following training before providing services. Provider must submit signed document to show proof of completion of the training.
 - a. Incident Reporting (initially);
 - b. www.ohiodd.com billing (initially).

VIII. INDEMNITY:

- A. Provider retains the ultimate responsibility for the services provided under this Contract to the Individual, regardless of the source of funding for the Individual. Provider shall indemnify and hold harmless, to the fullest extent provided by law, the Erie County Board of DD against any and all claims, suits, damages, or causes of action rising out of services provided pursuant to this Contract, and against any order or decrees or judgments which may be entered herein, brought for damages or alleged damages, resulting from any injury to person and/or property or loss of like sustained by any person or persons whatever.

IX. TERMINATION, MODIFICATION, AMENDMENT AND NOTICE OF PROVIDERS INTENT:

- A. This Contract shall be terminated, and the obligations of all parties shall cease if any of the following conditions occur:
 - a. The service recipient has determined that he/she no longer wishes to receive the services set forth in this Contract;
 - b. Services supports are deemed to be no longer required as determined by a board review of the Individual service plan.
- B. The Provider may immediately terminate this Contract only if the Erie County Board of DD fails to provide funding to the Provider as required under this Contract. In all other circumstances, the Provider must give a thirty (30) day written notice to terminate the Contract.
- C. This Contract may be amended or modified by agreement of the parties in writing signed by all parties and attached hereto.
- D. The Provider shall immediately notify the Erie County Board of DD of any known pending criminal, traffic or domestic violence related charges involving Provider or any court proceedings therein. The Erie County Board of DD reserves the right to use discretion in regard to continuance of Contractual services.

X. MISCELLANEOUS PROVISIONS:

- TO: Erie County Board of DD or metzel@eriecbdd.org
Attn: Megan Etzel
4405 Galloway Road
Sandusky, Ohio 44870

- The Parties hereto have caused this Contract to be executed on the dates indicated below:

By: _____
Provider

_____ Date



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: Matthew D. Lasko, Chief Development Officer
Date: October 30, 2018
Subject: Commission Agenda Item – Purchase of Property

Items for Consideration: Legislation Ratifying an Executed Purchase and Sale Agreement (the “Agreement”) for the purchase of 1524 Forest Drive.

Background Information: As part of the Neighborhood Initiative, each of the six (6) selected neighborhoods were reviewed for housing conditions and related housing redevelopment strategies. For the Southside neighborhood, it was suggested that near term blight elimination, particularly in the area surrounding Churchwell Park, was needed. The City and Erie County Land Reutilization Corporation have been aggressive in purchasing and demolishing real estate in that area.

1524 Forest Drive was recently listed for sale by Richard Lee Clem who has owned the 4-unit property for over three (3) decades. The entire property is currently vacant. The .293-acre property strategically sits immediately east of the northern entrance to Churchwell Park. To ensure the property was not sold to another party, the City executed, contingent on City Commission approval, a Purchase and Sale Agreement with Mr. Clem.

Per the Agreement, the City will purchase the property for \$35,000 (no earnest money required), with the City covering all the closing costs. The property will be delivered free and clear of all liens and encumbrances to the City and must be delivered fully vacant. Closing is anticipated to occur near the end of November or very early December.

Simultaneously with the City’s purchase or shortly thereafter, the City anticipates selling the property to Erie County Land Reutilization Corporation for \$5,000 – who will immediately move forward with asbestos abatement and demolition of the property.

Budgetary Information: The City will be responsible for purchasing property for \$35,000 and covering closing costs in addition. Neighborhood Initiative funds will cover \$7,500 of the purchase with the balance being paid through the Real Estate Development Fund. Upon sale to the Erie County Land Reutilization Corporation, those sales proceeds will be returned to the Real Estate Development Fund.

Action Requested: It is requested that the proper legislation be prepared to ratify the executed Purchase and Sale Agreement between the City of Sandusky and Richard Lee Clem. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to immediately allow the City to both execute the agreement and move towards closing and eventual sale to the Erie County Land Reutilization Corporation for the purpose of blight elimination and demolition.

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
Angela Byington, Planning Director

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF PROPERTY LOCATED AT 1524 FOREST DRIVE, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 58-00434.000; RATIFYING THE EXECUTION OF THE PURCHASE AND SALE AGREEMENT FOR THE PURPOSE OF BLIGHT ELIMINATION AND DEMOLITION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Sandusky Neighborhood Initiative, the Southside neighborhood was reviewed for housing conditions and related housing redevelopment strategies and it was determined that blight elimination was needed, particularly in the area surrounding Churchwell Park area; and

WHEREAS, the property located at 1524 Forest Drive, and identified as Parcel No. 58-00434.000, was recently listed for sale by Richard Lee Clem and the City and the Erie County Land Reutilization Corporation have been aggressive in purchasing and demolishing real estate in this area and the City desires to purchase the property and afterwards sell the property to the Erie County Land Reutilization Corporation for \$5,000.00, who will immediately move forward with asbestos abatement and demolition of the property; and

WHEREAS, the total cost for the acquisition is the purchase price of \$35,000.00 plus closing costs and these costs will be paid with Neighborhood Initiative Funds in the amount of \$7,500.00 and the remaining balance will be paid with Real Estate Development Funds and upon sale the proceeds will be deposited in the Real Estate Development Fund; and

WHEREAS, approval to enter into a Purchase and Sale Agreement for the sale of 1524 Forest Drive to the Erie County Land Reutilization Corporation is being requested in companion legislation; 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 ratify the execution of the purchase and sale agreement to allow closing and eventual sale to the Erie County Land Reutilization Corporation for the purpose of blight elimination and demolition; 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 approves the Purchase and Sale Agreement with Richard Lee Clem, a copy of which is attached to this Ordinance and marked as

Exhibit “1” and specifically incorporated as if fully rewritten herein, for the purchase of property located at 1524 Forest Drive, Sandusky, and identified as Parcel No. 58-00434.000 in the amount of Thirty Five Thousand and 00/100 Dollars (\$35,000.00) and ratifies the execution of the Purchase and Sale Agreement for the purpose of blight elimination and demolition.

Section 2. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 58-00434.000, located at 1524 Forest Drive in Sandusky.

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: November 13, 2018

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2018, by and between City of Sandusky, of Erie County, Ohio, hereinafter referred to as the "Purchaser" and Richard Lee Clem, 3344 West Lakeshore Drive, Port Clinton, Ohio 43452, hereinafter referred to as "Seller."

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the premises located at 1524 Forest Drive, Sandusky, Ohio, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises.
2. The total purchase price for the premises is \$35,000.00 (US Dollars)
 - a. Which shall be paid by cashier's check or by certified check, or other negotiable instrument, which sum shall be deposited with the escrow agent on or before the closing date of this transaction and is subject to the pro-rations and adjustments set forth in this Agreement.
 - b. There is no earnest money for this agreement.
3. Before closing, Seller(s) may remove the following items: ANY items they own.
Said items may be removed any time prior to closing.
4. The Seller shall furnish a Quit Claim Deed to Purchaser in fee simple, with dower rights released (if any), free and clear of all liens rights to take liens, assessments and encumbrances whatsoever, except the following permitted encumbrances:
 - a. Real estate taxes and assessments not due and payable;

The Permitted Encumbrances also shall include any matters waived or deemed waived by Purchaser pursuant to Paragraph 5.

5. Within twenty (20) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the twenty (20) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to or simultaneously to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to: (i) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit shall be returned to the Purchaser. All costs of the title examination or title insurance commitment and policy shall be paid for by the Purchaser.

6. Should the buildings or any other improvements upon the aforesaid property be

damaged or destroyed prior to closing, then the Purchaser, may, at Purchaser's option: (1) elect to continue this in full force and effect, in which case the Seller shall forthwith assign the Purchaser all rights of the Purchaser to the insurance recovery due by reason of said damages, or (2) elect to rescind and void this Agreement, and thereupon there shall be returned to the Purchaser all money, papers or documents deposited by Purchaser, and there shall be returned to Seller all papers or documents deposited by Seller. After the closing, the risk of loss shall be and is assumed by the Purchaser. There shall be no proration of insurance, it being the obligation of the Purchaser to procure Purchaser's own policies of insurance to be effective from and after the date of closing

7. Financing: This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before November 13th, 2018.

8. The closing date of this transaction shall be no later than _____ or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title, 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

9. Purchaser is not represented by a real estate broker or agent, therefore any fee paid to a broker shall not be paid in whole or in part by the Purchaser.

10. On the closing date, the escrow agent shall file or record the deed, and any other instruments, if any, required to be recorded pursuant to this Agreement and shall thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

In closing this transaction, the escrow agent shall charge the Purchaser with all closing costs.

11. Purchaser shall be entitled to possession of the premises upon the closing of this transaction or at such later date as may be agreed to by the purchaser but in no event shall possession by the Purchaser take place later than October 1st, 2018.

12. Seller makes the following representations and covenants to the Purchaser as of the date of this Agreement and the date of the closing:

- (a) The Property is not subject to any purchase contract or option.
- (b) There are not leases, tenancy rights, or other contracts or arrangements with respect to the Property. Additionally, Purchaser has the right to inspect the property 72 hours prior to closing to ensure vacancy.
- (c) No work has been performed or labor, materials, equipment or fuel furnished to the Property within the last ninety (90) days (or, if any of the same have been performed or furnished, all persons who may have the right to assert a mechanic's lie have been fully paid).
- (d) To the best of Seller's knowledge, no toxic, explosive or otherwise dangerous material or hazardous substances have been concealed within, buried beneath, or released on or from the Property.

Sellers' representations and warranties shall survive the closing.

13. This Agreement sets forth the entire and understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any

representations concerning the same shall be binding upon the parties unless specifically set forth herein.

14. The Agreement may be executed in multiple counterparts each of, which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, THIS SALE AND PURCHASE AGREEMENT has been executed by
Seller as of the day and year first above written.

Sellers:

By: _____
Richard Lee Clem

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally
appeared Richard Lee Clem, the Seller, who acknowledged that he signed the foregoing
instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto
set my hand and official seal at _____, Ohio, this _____ day of
_____, 2018.

Notary Public

Purchaser(s):

By: _____

Eric Wobser
City Manager, Sandusky, Ohio

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared Eric Wobser, City Manager for the Purchaser, who acknowledges that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2018.

Notary Public

APPROVED AS TO FORM:

Trevor M. Hayberger
Acting Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2018 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance

0398963

VOL 560 PAGE 198

Know all Men by these Presents

That Robert C. Clem and Revelta Clem, husband and wife,

the Grantors,

who claim title by or through instrument recorded in Volume 523 Page 952

County Recorder's Office, for the consideration of Ten and no/100-----

-----Dollars

(\$ 10.00-----) received to their full satisfaction of

Richard Lee Clem, single

, the Grantee,

whose TAX MAILING ADDRESS will be 2408 Tiffin Ave., Sandusky, OH 44870

have Given, Granted, Released, Released and Forever Quit-Claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said grantee, his heirs and assigns forever. all such right and title as we, the said grantors, have or ought to have in and to the following described piece or parcel of land, situated in the City of Sandusky County of Erie and State of Ohio:

Being Lot Number Nineteen (19) in MacArthur Park Subdivision, as per plat recorded in Volume 15 of Plats, Pages 6 and 7 of Erie County, Ohio Records.

APPROVED
[Signature]
ERIE COUNTY ENGINEER

This conveyance has been examined and the Grantor has
compiled with section 510-202 of the Revised Code

FEES

EXEMPT

James McKeen, County Auditor

To have and to hold the premises aforesaid, with the appurtenances thereunto belonging to the said grantee, his heirs and assigns, so that neither the said grantors, nor their heirs, nor any other persons claiming title through or under them, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, we have hereunto set our hands, the 23rd day of February, nine hundred and ninety, Signed and acknowledged in presence of

Ernest E. Hart
Ernest J. Rosenberg

Robert C. Clem
Robert C. Clem
Revelta Clem
Revelta Clem

State of Ohio, } ss. Before me, a Notary Public
ERIE County, } in and for said County and State, personally appeared
the above named Robert C. Clem and Revelta Clem

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at Sandusky, Ohio this 23rd day of February A. D. 1990

Ernest J. Rosenberg
Notary Public

This instrument prepared by Duane L. Galloway, Attorney at Law
538 Huron Ave.
Sandusky, OH 44870

0398963

Quit-Claim Deed

90 FEB 23 P3:35

JOHN W. SCHAEFFER
RECORDER
ERIE COUNTY, OHIO

Robert C. Clem and
Revelta Clem

TO

Richard Lee Clem
2408 Tiffin Ave.
Sandusky, OH 44870

MICROFILMED

Transferred February 23 1990

JOHN W. SCHAEFFER
COUNTY AUDITOR
ERIE COUNTY, OHIO

STATE OF OHIO

COUNTY OF Erie SS

RECEIVED FOR RECORD ON THE

23rd day of February 19 90

at 3:35 o'clock P. M.

and RECORDED February 26th 19 90 in

DEED Book 560 PAGE 198-199

John W. Schaeffer

COUNTY RECORDER

RECORDERS FEE \$ 10.00

Robert Clem

will pay



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: Matthew D. Lasko, Chief Development Officer
Date: October 30, 2018
Subject: Commission Agenda Item – Sale of Property

Items for Consideration: Legislation approving a Purchase and Sale Agreement (the “Agreement”) for the sale of 1524 Forest Drive.

Background Information: As part of the Neighborhood Initiative, each of the six (6) selected neighborhoods were reviewed for housing conditions and related housing redevelopment strategies. For the Southside neighborhood, it was suggested that near term blight elimination, particularly in the area surrounding Churchwell Park, was needed. The City and Erie County Land Reutilization Corporation have been aggressive in purchasing and demolishing real estate in that area.

1524 Forest Drive was recently listed for sale by Richard Lee Clem who has owned the 4-unit property for over three (3) decades. The entire property is currently vacant. The .293-acre property strategically sits immediately east of the northern entrance to Churchwell Park. To ensure the property was not sold to another party, the City executed, contingent on City Commission approval, a Purchase and Sale Agreement with Mr. Clem.

Per the Agreement, the City will purchase the property for \$35,000 (no earnest money required), with the City covering all of the closing costs. The property will be delivered free and clear of all liens and encumbrances to the City and must be delivered fully vacant. Closing is anticipated to occur near the end of November or very early December.

Simultaneously with the City’s purchase or shortly thereafter, the City desires to immediately sell the property to Erie County Land Reutilization Corporation for \$5,000 – the maximum acquisition reimbursement permitted through the Ohio Housing Finance Agency’s Neighborhood Initiative Program. Erie County Land Reutilization Corporation will immediately move forward, contingent on available funding, with commencing demolition of the property.

Budgetary Information: The City will be due \$5,000 (less closing costs) for the sale of the property. The funds will be returned to the Real Estate Development Fund account.

Action Requested: It is requested that the proper legislation be prepared to approve the Purchase and Sale Agreement between the City of Sandusky and Erie County Land Reutilization Corporation. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City to transfer the property so as to immediately move forward with asbestos abatement and demolition.

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
Angela Byington, Planning Director

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 1524 FOREST DRIVE, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 58-00434.000, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED REAL PROPERTY TO THE ERIE COUNTY LAND REUTILIZATION CORPORATION FOR THE PURPOSE OF BLIGHT ELIMINATION AND DEMOLITION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Sandusky Neighborhood Initiative, the Southside neighborhood was reviewed for housing conditions and related housing redevelopment strategies and it was determined that blight elimination was needed, particularly in the area surrounding Churchwell Park area; and

WHEREAS, the property located at 1524 Forest Drive, and identified as Parcel No. 58-00434.000, was recently listed for sale by Richard Lee Clem and the City and the Erie County Land Reutilization Corporation have been aggressive in purchasing and demolishing real estate in this area and the City desires to purchase the property and afterwards sell the property to the Erie County Land Reutilization Corporation for \$5,000.00, who will immediately move forward with asbestos abatement and demolition of the property; and

WHEREAS, approval of the Purchase and Sale Agreement for the purchase of 1524 Forest Drive from Richard Lee Clem and ratifying the execution of the Purchase and Agreement is being requested in companion legislation; and

WHEREAS, the City desires to sell the property to Erie County Land Reutilization Corporation at the purchase price of \$5,000.00, which is the maximum acquisition reimbursement permitted through the Ohio Housing Finance Agency's Neighborhood Initiative Program, and the proceeds received will be returned to the Real Estate Development Fund; 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 transfer the property and allow the Erie County Land Reutilization Corporation to move forward with asbestos abatement and demolition; and

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

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

Section 1. This City Commission finds, determines and declares that the Parcel No. 58-00434.000, located at 1524 Forest Drive, Sandusky, more specifically

described in Exhibit “A”, a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose pursuant to Section 25 of the Charter of this City.

Section 2. The City Manager is hereby authorized and directed to enter into a Purchase Agreement with the Erie County Land Reutilization Corporation for the sale of Parcel No. 58-00434.000, located at 1524 Forest Drive, for the purpose of blight elimination and demolition, substantially in the same form as attached to this Ordinance, marked Exhibit “1”, and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City’s public purpose.

Section 3. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 58-00434.000, located at 1524 Forest Drive in Sandusky.

Section 4. 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 5. 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 6. 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: November 13, 2018

**ERIE COUNTY LAND REUTILIZATION CORPORATION
PURCHASE AGREEMENT**

1. In this purchase agreement ("Agreement"), the **Erie County Land Reutilization Corporation** ("Purchaser") agrees to purchase from **The City of Sandusky** ("Seller") the following property described in Exhibit A attached hereto:

Address: **1524 N. Forest Drive, Sandusky, OH 44870** Permanent Parcel No. **58-00434.000** (the "Premises")

2. The Seller agrees to sell the Premises at the price and terms set forth herein, and in Addendum 1 (attached hereto) and to deliver a deed conveying marketable title, free and clear of any taxes, assessments, liens, or other encumbrances. **Premises must be vacant before closing can occur.** Any and all claims arising from actions prior to the date of transfer shall be the responsibility of the seller. Purchaser shall have (30) days to inspect the Premises and deliver in writing any claimed defects in title. Failure to do so within such time shall serve as a waiver of any such defects. Sellers shall have thirty (30) days to remove, or agree to remove, by the closing date such defects. If Sellers fail or refuse to remove such defects within thirty (30) days, either party may terminate this Agreement without recourse to the other by written notice to the other party. Failing such notice this Agreement will be deemed terminated within five (5) business days thereafter. The deed will be taken in the following name(s):

Erie County Land Reutilization Corporation

3. The agreed purchase price of the Premises is **Five-Thousand Dollars (\$5,000.00)**. Purchaser agrees to pay the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. Transfer to take place via Quit Claim Deed. **This sale is contingent on ECLRC funding availability.**
4. The costs of this transaction shall be paid as follows:
- | | | | |
|---|------------------------------|-----------------------------------|---------------------------------|
| a. Escrow N/A | <u> x </u> Seller - 0% | <u> x </u> Purchaser - 0% | <u> </u> Percentage (if any) |
| b. Title Examination N/A | <u> x </u> Seller - 0% | <u> x </u> Purchaser - 0% | <u> </u> Percentage (if any) |
| c. Title guaranty/Owners Policy: N/A | <u> x </u> Seller - 0% | <u> x </u> Purchaser - 0% | <u> </u> Percentage (if any) |
| d. Applicable transfer/conveyance | <u> x </u> Seller - 0% | <u> x </u> Purchaser - 100% | <u> </u> Percentage (if any) |
| e. Broker's Commission N/A | <u> </u> Seller | <u> </u> Purchaser - % | <u> </u> Percentage (if any) |

The net amount due Seller is purchase price [Item 3] less seller cost in Item 4.

5. Purchaser is: ☐ owner-occupant (will occupy Premises as primary residence) ☐ adjacent property owner
☐ non-profit organization ☐ public housing agency ☐ other: Government Agency.
6. The sale shall close a.) 30 days from execution of this Agreement; or, b.) upon the completion of the work specified in Addendum 2 attached hereto (the "Work") in a time not to exceed **120** days from execution of this Agreement. If (b) is checked herein, then the parties acknowledge that Seller and Purchaser have agreed that this transaction and delivery of the deed to Purchaser is conditioned upon Purchaser completing the Work in full. In furtherance thereof and as an assurance to Seller that Purchaser completes the Work, the parties agree that the deed to the Premises shall be held by Seller until the completion of the Work at which time Seller shall deliver the deed to Purchaser on the terms set forth herein. If for any reason Purchaser does not complete the

Work as specified in Addendum 2 and within the time prescribed herein, then this Agreement shall be deemed terminated at Seller's option, Seller shall retain any and all earnest money as well as any improvements made to the Premises up to that point. In such case, Purchaser waives any claims in quantum meruit or any other right to compensation or set off, and the parties shall be thereafter fully released from any liability to one another. Closing shall be held at the office of the Escrow Agent.

7. Lead based paint addendum ☐ is ☐ **is not** attached; other addendum ☐ **is** ☐ is not attached hereto and made part hereof.
8. If Purchaser defaults, then in addition to any rights under Paragraph 6, Sellers may pursue all remedies available at law. If Sellers default, Purchaser may seek a refund of any earnest money and a return of actual direct improvement expenses to the Premises. Purchaser shall in no way be entitled to remedies in equity, expectancy damages, lost profits or consequential damages.
9. Purchaser is purchasing the Premises **"AS IS"** and **"WHERE IS"** without reliance on any warranties or representations of Sellers.
10. This Agreement is not assignable by either party without the written consent of the other. This Agreement is governed under Ohio law. Risk of loss shall remain on Sellers until the earlier of closing or Purchaser's possession.
11. Purchaser(s)' intended use is: ☐ owner-occupancy/**property expansion** ☐ **resale upon demolition**
☐ rental

Purchaser: _____ Seller: _____
Patrick J. Shenigo, ECLRC Board President **Eric L. Wobser, City Manager**

Date: _____ Date: _____

CERTIFICATION OF BROKER: The undersigned certifies that: (1) neither he/she nor their agents has declined to sell the Premises to or to make it available for inspection or consideration by a prospective purchaser due to race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to Purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained to Purchaser the terms of this Agreement; and (4) he/she is authorized/licensed according to law to act on one or both parties' behalf.

Broker's Business Name and Address: **N/A** Broker's EIN or SSN

Broker's Signature: _____ Broker's Phone No. _____

ADDENDUM 1

This Addendum ("Addendum") to the Purchase Agreement ("Agreement") dated the _____ day of _____, 2018 for the sale of the property at **1524 N. Forest Drive, Sandusky, OH 44870, Erie County, Auditor Parcel # 58-00434.000**, ("Premises") by and between the **Erie County Land Reutilization Corporation** its related or affiliated or co-owned companies ("Purchaser") and **The City of Sandusky** ("Seller"). The Agreement is subject to the following additional terms and conditions, which Purchaser acknowledges and agrees to:

- 1.) **MULTIPLE OFFER NOTIFICATION:** Purchaser accepts that multiple offers for Seller owned property is common and expected. Sellers retain the sole and absolute discretion to accept or reject any offer received.
- 2.) Purchaser has inspected the Premises and is aware of its present physical condition. Seller, its agents and employees, have made no representation to Purchaser concerning the Premises, verbally or in writing,
- 3.) The Premises is being sold in its present "AS IS, WHERE IS" physical condition. Purchaser accepts the Premises "as is", as of the date of title transfer. Purchaser acknowledges that the Premises' "as is" condition may include both patent and latent defects, including, but not limited to, structural instability, major systems defects (electrical, heating, plumbing), basement moisture, leaks or flooding, etc. Items of personal property are not included in the sale. If personal property is left on or about the Premises, Sellers make no warranty, expressed or implied, as to the condition thereof or title thereto.
- 4.) Purchaser was advised that he/she is entitled to fully inspect the Premises whether part of the Agreement or an Addendum thereto, all at Purchaser's sole cost. Unless called for in the Agreement, Purchaser hereby waives the right to such inspections.
- 5.) Sellers and their agents make no representations whatsoever, regarding the existence of any potential environmental hazards in the Premises, and Purchaser waives any claims or liability against Sellers for any harmful effects there from. These potential environmental hazards include, but are not limited to: Lead Based Paint, Asbestos, Urea-Formaldehyde Foam Insulation, Radon Gas, Mold or Black Mold, or any other potentially toxic substances.
- 6.) Should the Premises be subject to any Municipal, State, or Federal violations, Purchaser will be fully responsible for assuming and correcting all violations after title transfer and no later than 120 days after title transfer. Purchaser shall remain responsible for any applicable repair escrow funds required by any political subdivision associated with the assumption of such violations. Purchaser shall refund to Seller, through escrow and prior to title transfer, any amount(s) deposited with any municipality pursuant to applicable law and/or regulation.

- 7.) It is agreed that no Sellers funds shall be held or retained for final water and sewer bills. Sellers will be responsible for payment of all utilities, including water, electric, gas and sewer, to the date of title transfer. Purchaser agrees to refund Sellers for all expenses and all utility charges incurred by Sellers due to Purchaser's failure to transfer all utility services as indicated above. All damages, risks, and liabilities of all kind related to the termination of utility services at the Premises, shall be the Purchaser's sole responsibility.
- 8.) Purchaser shall close by the Agreement closing date. No extension thereof will be given without Sellers' prior written approval. If Purchaser fails to close by the closing date or Seller-authorized extension thereof, through no fault of Sellers, then at the option of Sellers and by written notice from Sellers to the Purchaser, all remedies in Paragraph 6 of the Agreement shall apply. Time is of the essence.
- 9.) Purchaser understands that Purchaser shall not take possession or begin work, in any form, to the Premises or its grounds, prior to the closing date in the Agreement, without prior approval of the Sellers.
- 10.) Purchaser acknowledges, and understands, that acceptance of the offer by the Sellers does not constitute loan approval on any loan that may be applied for in conjunction with the Agreement.
- 11.) Purchaser warrants and agrees to the following:
- a. Purchaser does not own any real property that is in material violation of state and/or local building, housing and health codes or have a history of code violations.
 - b. Purchaser owns no real property with a history of being a site of criminal activity during Purchaser's ownership thereof.
 - c. Purchaser does not own any real property that is tax delinquent, nor has lost title to any property due to non-payment of taxes within the past three (3) years.
 - d. The proposed use of the Premises is consistent with current zoning requirements unless a waiver for nonconforming use has been secured prior to the transfer
- 12.) The Purchaser hereby indemnifies, holds harmless and will defend Sellers for any claims, losses, actions or liabilities arising out of or associated with Purchaser's presence or work on the Premises. Purchaser will at all times maintain general liability insurance covering against bodily and/or property injury to any person including Purchaser's agents, employees, independent contractors, trespassers, guests and/or invitees. Purchaser shall also maintain the Premises free from weeds and debris, and keep the Premises secured as needed, according to code.

13.) Should any terms and conditions of this Addendum 1 be in conflict with the applicable Purchase Agreement, then the terms and conditions of this Addendum 1 shall prevail.

Purchaser: _____
Patrick J. Shenigo, *ECLRC Board President*

Seller: _____
Eric L. Wobser, *City Manager*

Date: _____

Date: _____

DRAFT

Exhibit "A"

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

Parcel No.: 58-00434.000

Property Address: 1524 N. Forest, Sandusky, Ohio 44870

DRAFT

0398963

VOL 560 PAGE 198

Know all Men by these Presents

That Robert C. Clem and Revelta Clem, husband and wife,

the Grantors,

who claim title by or through instrument recorded in Volume 523 Page 952

County Recorder's Office, for the consideration of Ten and no/100-----

-----Dollars

(\$ 10.00-----) received to their full satisfaction of

Richard Lee Clem, single

, the Grantee,

whose TAX MAILING ADDRESS will be 2408 Tiffin Ave., Sandusky, OH 44870

have Given, Granted, Released, Released and Forever Quit-Claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said grantee, his heirs and assigns forever. all such right and title as we, the said grantors, have or ought to have in and to the following described piece or parcel of land, situated in the City of Sandusky County of Erie and State of Ohio:

Being Lot Number Nineteen (19) in MacArthur Park Subdivision, as per plat recorded in Volume 15 of Plats, Pages 6 and 7 of Erie County, Ohio Records.

APPROVED
[Signature]
ERIE COUNTY ENGINEER

This conveyance has been examined and the Grantor has
compiled with section 510-202 of the Revised Code

FEES _____

EXEMPT _____

James McKeen, County Auditor

To have and to hold the premises aforesaid, with the appurtenances thereunto belonging to the said grantee, his heirs and assigns, so that neither the said grantors, nor their heirs, nor any other persons claiming title through or under them, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, we have hereunto set our hands, the 23rd day of February, in the year of our Lord one thousand nine hundred and ninety.

Signed and acknowledged in presence of

Ernest E. Hart
Ernest J. Rosenberg

Robert C. Clem
Robert C. Clem
Revelta Clem
Revelta Clem

State of Ohio, ss. Before me, a Notary Public in and for said County and State, personally appeared the above named Robert C. Clem and Revelta Clem

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at Sandusky, Ohio this 23rd day of February A. D. 1990

Ernest J. Rosenberg
Notary Public

This instrument prepared by Duane L. Galloway, Attorney at Law
538 Huron Ave.
Sandusky, OH 44870

0398963

Quit-Claim Deed

90 FEB 23 P3:35

JOHN W. SCHAEFFER
RECORDER
ERIE COUNTY, OHIO

Robert C. Clem and
Revelta Clem

TO

Richard Lee Clem
2408 Tiffin Ave.
Sandusky, OH 44870

MICROFILMED

Transferred February 23 1990

JOHN W. SCHAEFFER
COUNTY AUDITOR
ERIE COUNTY, OHIO

STATE OF OHIO

COUNTY OF Erie SS

RECEIVED FOR RECORD ON THE

23rd day of February 19 90

at 3:35 o'clock P. M.

and RECORDED February 26th 19 90 in

DEED Book 560 PAGE 198-199

John W. Schaeffer

COUNTY RECORDER

RECORDERS FEE \$ 10.00

Robert Clem

will pay



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.

Date: October 30, 2018

Subject: **Commission Agenda Item – Ohio Department of Natural Resources Navigational Aids Grant Program on Behalf of Cedar Point Property Owners Association**

ITEM FOR CONSIDERATION: Requesting legislation for the approval and ratification of the submission of a grant application for the Ohio Department of Natural Resources Navigational Aids Grant Program and to sign the Cooperative Agreement as required.

BACKGROUND INFORMATION: Requesting the City Commission to ratify the submission of one grant application to the Ohio Department of Natural Resources Navigational Aids Grant Program. The City recently received a request from the Cedar Point Property Owners Association to apply for navigational aids through the ODNR grant. At the City commission meeting on October 22nd, the City Commission did vote, by motion, to allow submission of the grant and order in legislation to ratify it at the meeting on November 13th.

The applications for the grant is due November 1st, 2018. If approved by the City Commission, a copy of the resolution will be forwarded to ODNR after the November 13th City Commission meeting. Ted Welsh, the ODNR grant administrator, has approved submitting the application with a copy of the resolution to be received at the later date. The requested buoys would replace 15 (fifteen) existing "Swim Area" buoys that have deteriorated over the past several years. These buoys are located along the residential section of the Cedar Point Beach.

BUDGETARY INFORMATION: This grant is 100% funded by the Ohio Department of Natural Resources.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval and ratification of the submission of the grant application to the Ohio Department of Natural Resources Navigational Aids Grant Program and if awarded, authorizing the City Manager to execute any grant agreements. It is further requested that this be passed in accordance with Section 14 of the City Charter in order to provide ODNR with a Resolution, as required, in a timely manner for the grant application which was submitted to ODNR before the deadline of November 1, 2018.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING AN APPLICATION SUBMITTED TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) NAVIGATIONAL AIDS GRANT PROGRAM ON BEHALF OF THE CEDAR POINT PROPERTY OWNERS ASSOCIATION TO REPLACE FIFTEEN (15) EXISTING BUOYS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the application submitted by the City will allow the Cedar Point Property Owners Association to participate in the Ohio Department of Natural Resources Navigation Aids Grant Program and will, if awarded, replace fifteen (15) existing buoys located along the residential section of the Cedar Point Beach north of the Cedar Point Chaussee which have deteriorated over the past several years; and

WHEREAS, this City Commission approved the submission of the grant application by motion at their regularly scheduled meeting on October 22, 2018; and

WHEREAS, this grant is 100% funded by the Ohio Department of Natural Resources; 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 provide ODNR with a Resolution, as required, in a timely manner for the grant application which was submitted to ODNR before the deadline of November 1, 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 Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE,

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

Section 1. This City Commission hereby approves and ratifies the submission of an application filed with the Ohio Department of Natural Resources Navigational Aids Grant Program on behalf of the Cedar Point Property Owners Association, substantially in the same form as described in Exhibit "A", attached to this Resolution and specifically incorporated as if fully rewritten herein, and to execute

the cooperative agreement, if awarded, for the furnishing and replacement of fifteen (15) buoys, located along the residential section of the Cedar Point Beach.

Section 2. The Clerk of the City Commission is hereby directed to furnish a certified copy of this Resolution to be utilized for the filing of the application for assistance from the Ohio Department of Natural Resources.

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

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

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

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

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

Passed: November 13, 2018



Ohio Department of Natural Resources
Division of Watercraft



Navigational Aids Grant Request

A. Requesting Agency:

Agency: City of Sandusky

Contact Person: Aaron Klein Director of Public Works

Address: 222 Meigs Street

City: Sandusky

State & Zip: Ohio, 44870

Tel #: (419) 627-5829

E-mail: aklein@ci.sandusky.oh.us

Agency Providing Placement & Maintenance:

This address is used for shipping unless noted in Section H.

Agency: City of Sandusky

Contact Person: Todd Gibson

Address: 1024 Cement Avenue

City: Sandusky

State & Zip: Ohio, 44870

Tel #: (419) 627-5965

E-mail: tgibson@ci.sandusky.oh.us

B. Justification

☐ New ☒ Replacement

In 1997 the City of Sandusky established a "no wake" zone along the Lake Erie shoreline

abutting Cedar Point Road for the safety of residents along the beach area preventing boats and jet skis from harming swimmers. Over the years, the buoys have been damaged, deteriorated, or destroyed and now need to be replaced. This grant is for replacement of 15 buoys for this safety

necessity. The buoys are part number B961R made by Rolyan Buoys, Cedarburg, Wisconsin.

The buoys are 9" diameter regulatory H.D. designated as "swim area" w/restricted area symbol.

Beach area is 3 miles in length which will allow 15 buoys to be placed at 352 yard intervals, 200 yards offshore.

NOTE: Markers below are approximate based on google maps; exact coordinates to be provided when placed.

C. Location

Body of Water: Lake Erie

County: Erie

Water Depth: 6-10 feet

Anchor Method: Dor-Mor Anchor 35-P w/20 lb chain

Proposed Navigational Aid Placement Coordinates in Degrees Decimal Minutes

Latitude & Longitude:

Marker 1	41.476048,-82.672692
Marker 3	41.474058,-82.670976
Marker 5	41.467687,-82.663911
Marker 7	41.462505,-82.658451
Marker 9	41.453367,-82.648068
Marker 11	41.453074,-82.647579
Marker 13	41.450182,-82.643454
Marker 15	41.445286,-82.635295

Marker 2	41.475477,-82.672238
Marker 4	41.472797,-82.669573
Marker 6	41.465301,-82.661023
Marker 8	41.454471,-82.649190
Marker 10	41.452263,-82.646665
Marker 12	41.452251,-82.646478
Marker 14	41.448354,-82.641210

ODNR Division of Watercraft Navigational Aids Grant Request

- ☐ Federal Waters (Navigable) Lake Erie, Muskingum or Ohio River, etc.
- ☒ Ohio Waters

D. Required Information

- 2 How many public access launch ramps are on this body of water or within 5 miles of the navigational aids placement sites?
- 1 How many public access docks are on this body of water or within 5 miles of the navigational aids' placement sites?
- 73 What is the surface acreage of the body of water where the navigational aids will be placed?
- N/A What is the horsepower limit on the body of water where the navigational aids will be placed?
- Yes Can the general public access and use the body of water where the navigational aids will be placed?

E. Checklist of Documentation Submitted


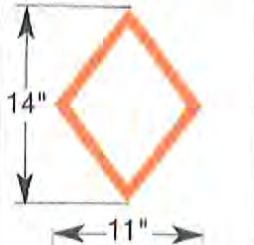
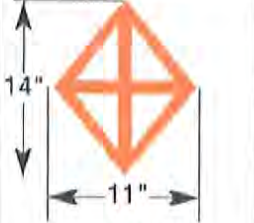
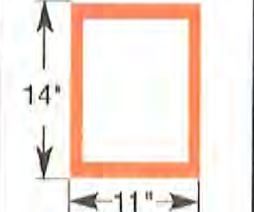
Required:

- ☒ This application, completed, signed and dated (DNR 8369)
- ☒ Chart showing location and types of navigational aids
- ☒ Longitude and Latitude of each marker
- ☒ Resolution from jurisdictional sponsor city, township, county
(Resolution to be sent immediately after City Commission meeting on 11/14/18)

If Applicable:

- ☐ Approved U.S. Coast Guard Private Aids to Navigation Application (CG-2554)
- ☐ Signed documentation from ODNR Division of Watercraft permitting original buoys
- ☐ Cost quote for signage

F. Standard Inland Symbols and Messages

<p><u>Buoy Types</u></p> <p><input type="checkbox"/> X Heavy Duty Regulatory</p> <p><input type="checkbox"/> Float Collar Cans</p> <p><input type="checkbox"/> Other:</p>	<p>CONTROLLED AREA SYMBOL</p>  <p>12"</p> <p>2" band width</p>	<p><u>QTY</u> <u>Message</u></p> <p>_____ SLOW 5 MPH</p> <p>_____ SKI AREA</p> <p>_____ NO SKI</p> <p>_____ SLOW 10 MPH</p> <p>_____ SPEED ZONE</p> <p>_____ NO WAKE IDLE SPEED</p> <p>_____ BOAT SWIM AREA</p>
<p><u>Buoy Types</u></p> <p><input type="checkbox"/> X Heavy Duty Regulatory</p> <p><input type="checkbox"/> Float Collar Cans</p> <p><input type="checkbox"/> Other:</p>	<p>HAZARD WARNING SYMBOL</p>  <p>14"</p> <p>11"</p> <p>2" band width</p>	<p><u>QTY</u> <u>Message</u></p> <p>_____ ROCK</p> <p>_____ DANGER</p> <p>_____ RAPIDS</p> <p>_____ SHOAL</p> <p>_____ STUMP</p> <p>_____ SHALLOW AREA</p> <p>_____ HAZARD AREA</p> <p>_____ DANGER DAM</p> <p>_____ BOAT SWIM AREA</p>
<p><u>Buoy Types</u></p> <p><input checked="" type="checkbox"/> X Heavy Duty Regulatory</p> <p><input type="checkbox"/> Float Collar Cans</p> <p><input type="checkbox"/> Other:</p>	<p>RESTRICTED AREA SYMBOL</p>  <p>14"</p> <p>11"</p> <p>2" band width</p>	<p><u>QTY</u> <u>Message</u></p> <p>_15_ SWIM AREA</p> <p>_____ KEEP OUT</p> <p>_____ NO BOATS</p> <p>_____ BOATS KEEP OUT</p> <p>_____ CLOSED AREA</p> <p>_____ NO BOATING</p> <p>_____ DANGER DAM</p>
<p><u>Buoy Types</u></p> <p><input type="checkbox"/> X Heavy Duty Regulatory</p> <p><input type="checkbox"/> Float Collar Cans</p> <p><input type="checkbox"/> Other:</p>	<p>INFORMATION SYMBOL</p>  <p>14"</p> <p>11"</p> <p>2" band width</p>	<p><u>QTY</u> <u>Message</u></p> <p>_____ REST ROOM 1 MILE</p> <p>_____ STATE PARK AHEAD</p> <p>_____ MARINA ENTRANCE</p> <p>_____ FISH ATTRACTOR</p>


ODNR Division of Watercraft Navigational Aids Grant Request

G. Sign Request

Qty	Signage Draft Text	Dimensions	Material
		Height: _____ Width: _____	<input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Wood

H. Notes or Comments:

I. Signature

Signature:  Date: 10-29-14



2267 Cedar Point Rd to 633 Cedar Point Rd,
Sandusky, OH 44870

Drive 3.0 miles, 6 min



Imagery ©2018 TerraMetrics, Google, NOAA, Map data ©2018 Google 1 mi



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 31, 2018

Subject: 2018 Tree & Stump Removal Project, Change Order #1 & Final

ITEM FOR CONSIDERATION: Legislation approving Change Order #1 & Final for the 2018 Tree & Stump Removal Project for EcoTree Services, LLC.

BACKGROUND INFORMATION: The 2018 Tree & Stump Removal Project was awarded to EcoTree Services, LLC of Lorain, Ohio via Ordinance 18-141 on July 9, 2018. The project has been completed and final trunk diameters were measured as shown on the attached document. The original contract removed 30 trees, but one emergency removal was added for removal as construction progressed, to increase the final removal quantity to 31.

BUDGETARY INFORMATION: The original contract with EcoTree Services, LLC is for \$73,085.16. Change Order #1 & Final increases the contract by \$5,820.84 to a total of \$78,906.00. The project will be paid with Capital Projects Funds (Issue 8 Infrastructure).

ACTION REQUESTED: It is recommended that an Ordinance be passed approving Change Order #1 and Final for a total contract amount of \$78,906.00 for EcoTree Services, LLC of Lorain, Ohio and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to pay the contractor before the end of the 2018 fiscal year and pay the contractor for work already performed.

I concur with this recommendation:

Eric Wobser
City Manager

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

CITY OF SANDUSKY, OHIO
DEPARTMENT OF PUBLIC WORKS

2018 Tree & Stump Removal Project
Construction Work Order No.: 1 & Final

Contractor: **EcoTree Services, LLC**
7474 Deer Trail Lane
Lorain, OH 44053

CONTRACT: 2904
ORDINANCE NO. 18-141

STREET OR LOCATON OF WORK: **CITY WIDE**

Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
1	Special	1	0.00	-1.00	EA	Tree Removal/Stump Grinding/Restoration <18"	\$ 750.00	\$ 750.00	\$ -	\$ (750.00)
2	Special	3	0.00	-3.00	EA	Tree Removal/Stump Grinding/Restoration 18" to 24"	\$ 1,525.00	\$ 4,575.00	\$ -	\$ (4,575.00)
3	Special	26	31.00	5.00	EA	Tree Removal/Stump Grinding/Restoration >24"	\$ 2,250.00	\$ 58,500.00	\$ 69,750.00	\$ 11,250.00
4	Special	1,378	1,362.50	-15.50	IN.	Stump Grinding/Restoration <18" Diameter (67 Locations)	\$ 6.72	\$ 9,260.16	\$ 9,156.00	\$ (104.16)

Explanation: Change order & Contingency reflects work performed in the field.

Total Difference \$ 5,820.84

Accepted: Jason E Lopez Date: 10-30-18, 2018
Contractor

Accepted: _____ Date: _____, 2018
City Engineer

Original Contract Price = \$ 73,085.16
Contract Price after CO1 = \$ 78,906.00
% Increase = 8.0%
Original Budget/Estimate = \$ 74,345.00
% Increase = 6.1%

Original Completion Date = 9-Oct-18
T/E, Additional Days = 0
Final Completion Date = 9-Oct-18

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY ECOTREE SERVICES, LLC, OF LORAIN, OHIO, FOR THE 2018 TREE & STUMP REMOVAL PROJECT IN THE AMOUNT OF \$5,820.84; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity to proceed with the proposed 2018 Tree & Stump Removal Project by Resolution No. 023-18R, passed on May 29, 2018; and

WHEREAS, this City Commission approved the awarding of the contract to EcoTree Services, LLC, of Lorain, Ohio, for work to be performed for the 2018 Tree & Stump Removal Project by Ordinance No. 18-141, passed on July 9, 2018; and

WHEREAS, the 2018 Tree & Stump Removal Project involves the removal of thirty (30) dead trees and sixty-seven (67) abandoned tree stumps located on City boulevards and includes seeding at the removal site; and

WHEREAS, this First & Final Change Order reflects the addition of one (1) emergency tree removal and the final tree truck diameter measurements; and

WHEREAS, the original contract with EcoTree Services, LLC, was \$73,085.16 and with the addition of this First & Final Change Order in the amount of \$5,820.84, the final contract cost is \$78,906.00 and will be paid with Issue 8 infrastructure funds from the Capital Projects Fund; 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 make payment to contractor for work already performed and prior to the end of the City's 2018 fiscal year; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for 2018 Tree & Stump Removal Project in an amount **not to exceed** Five Thousand Eight Hundred

Twenty and 84/100 Dollars (\$5,820.84) resulting in the final contract cost of Seventy Eight Thousand Nine Hundred Six and 00/100 Dollars (\$78,906.00) with EcoTree Services, LLC, of Lorain, Ohio.

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: November 13, 2018

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

5402040		NEW		MAGROUP LLC NO 2 VITA URBANA 256 COLUMBUS AVE SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
ISSUE DATE				
10 29 2018				
FILING DATE				
D5J		PERMIT CLASSES		
22	077	B	C15636	
TAX DISTRICT		RECEIPT NO.		

FROM 10/31/2018



PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 10/31/2018

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/03/2018

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B NEW 5402040

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

FOR OFFICE USE ONLY

☒ NEW ☐ TRANSFER ☐ REN

PERMIT # 5402040

OHIO DEPARTMENT OF COMMERCE - DIVISION OF LIQUOR CONTROL

6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005

Telephone: (614) 644-2360 - http://www.com.ohio.gov/liqr



LIMITED LIABILITY COMPANY DISCLOSURE FORM

(This form must accompany all applications of an LLC business entity)

SECTION A.

Name of Limited Liability Company MAGROUP LLC		DBA Name NO. 2 VITA URBANA	
Permit Premises Address 256 Columbus Avenue		City, State SANDUSKY OHIO	Zip Code 44870
Township, if in Unincorporated Area		Tax Identification No. (TIN) 4069996	
Email Address: [REDACTED]			

Limited Liability Company ("LLC") - Chapter 1705 Ohio Revised Code. Indicate below the managing members, LLC Officers, and all persons with a 5% or greater membership or voting interest, and attach a copy of the Articles of Organization filed with the Ohio Secretary of State.

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

SECTION B. List the top five (5) officers of the captioned business. If an office is NOT held, please indicate by writing NONE.

EACH OFFICER LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY BCI&I AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC4191.

NAME OF OFFICER	SOCIAL SECURITY NUMBER	BIRTHDATE
1) CEO PATRICK M. GRALEY	[REDACTED]	11-1-1961
2) President NONE		
3) Vice-President NONE		
4) Secretary NONE		
5) Treasurer NONE		

SECTION C. List the managing members and all persons with a 5% or greater membership or voting interest in the LLC.

THE INDIVIDUALS LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY BCI&I AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC4191.

1) Name PATRICK M. GRALEY	Social Security No. (if individual) [REDACTED]	Check All That Apply <input type="checkbox"/> Managing Member <input checked="" type="checkbox"/> Voting interest 100 % <input checked="" type="checkbox"/> Membership interest 100 %
Residence Address 3032 WEST BLVD	Tax Identification No. (if applicable)	
City and State CLEVELAND OHIO	Telephone No. [REDACTED]	
Zip Code 44111	Birthdate 11-1-61	
2) Name NONE	Social Security No. (if individual)	Check All That Apply <input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %
Residence Address	Tax Identification No. (if applicable)	
City and State	Telephone No.	
Zip Code	Birthdate	

(PLEASE SEE REVERSE SIDE SHOULD YOU NEED ADDITIONAL SPACE)

STATE OF OHIO, Cuyahoga

COUNTY ss,

I, Patrick M. Graley, being first duly sworn, according to law, deposes and says that he is (Title) Owner of the Magroup LLC, a business duly authorized by law to do business in the State of Ohio, and that the statements made in the foregoing affidavit are true.

(Signature) x Patrick M. Graley (Print Name and Title) PATRICK M. GRALEY OWNER
 Sworn to and subscribed in my presence this 25 day of Sept., 2017

(Notary Public)



BRIAN TINAY

 Notary Public, State of Ohio
 My Commission Expires
 October 27, 2015

Kelly Kresser

From: Thomas Horsman
Sent: Monday, November 5, 2018 10:17 AM
To: Kelly Kresser
Cc: Angela Byington
Subject: RE: Liquor Permit

Hi Kelly,

This is a permitted used in the Downtown Business District.

Thanks,

Tom



Tom Horsman | *Assistant Planner*
Planning Department
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5715 | F: 419.627.5555
www.ci.sandusky.oh.us



From: Kelly Kresser
Sent: Monday, November 5, 2018 9:57 AM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Thomas Horsman <thorsman@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit

Attached is a request for a D5J (spirituous liquor for on-premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers until 2:30 a.m. in a Community Entertainment District) liquor permit for Magroup, LLC #2 dba Vita Urbana, 256 Columbus Avenue.

Please provide comments regarding this permit from your department.

Kelly Kresser

From: John Orzech
Sent: Monday, November 5, 2018 11:41 AM
To: Kelly Kresser
Subject: RE: Liquor Permit

Police has no objections.

JOHN ORZECH | *Chief of Police*
SANDUSKY POLICE DEPT.
222 MEIGS STREET | SANDUSKY, OH 44870
DESK (419) 627-5869 | FAX (419) 627-5862



From: Kelly Kresser
Sent: Monday, November 5, 2018 9:57 AM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Thomas Horsman <thorsman@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit

Attached is a request for a D5J (spirituous liquor for on-premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers until 2:30 a.m. in a Community Entertainment District) liquor permit for Magroup, LLC #2 dba Vita Urbana, 256 Columbus Avenue.

Please provide comments regarding this permit from your department.



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
Capitalized Interest (2.18%) \$69,489.91 x 20	<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.

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, 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 (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 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: November 13, 2018 (effective after 30 days)

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.

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, 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 (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 shall take effect at the earliest time allowed by Law.

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

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

Passed: November 13, 2018 (effective after 30 days)

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.



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: November 13, 2018 (effective after 30 days)

SANDUSKY

PUBLIC ART AND PLACEMAKING PLAN

OCTOBER 2018

CITY OF SANDUSKY, OHIO

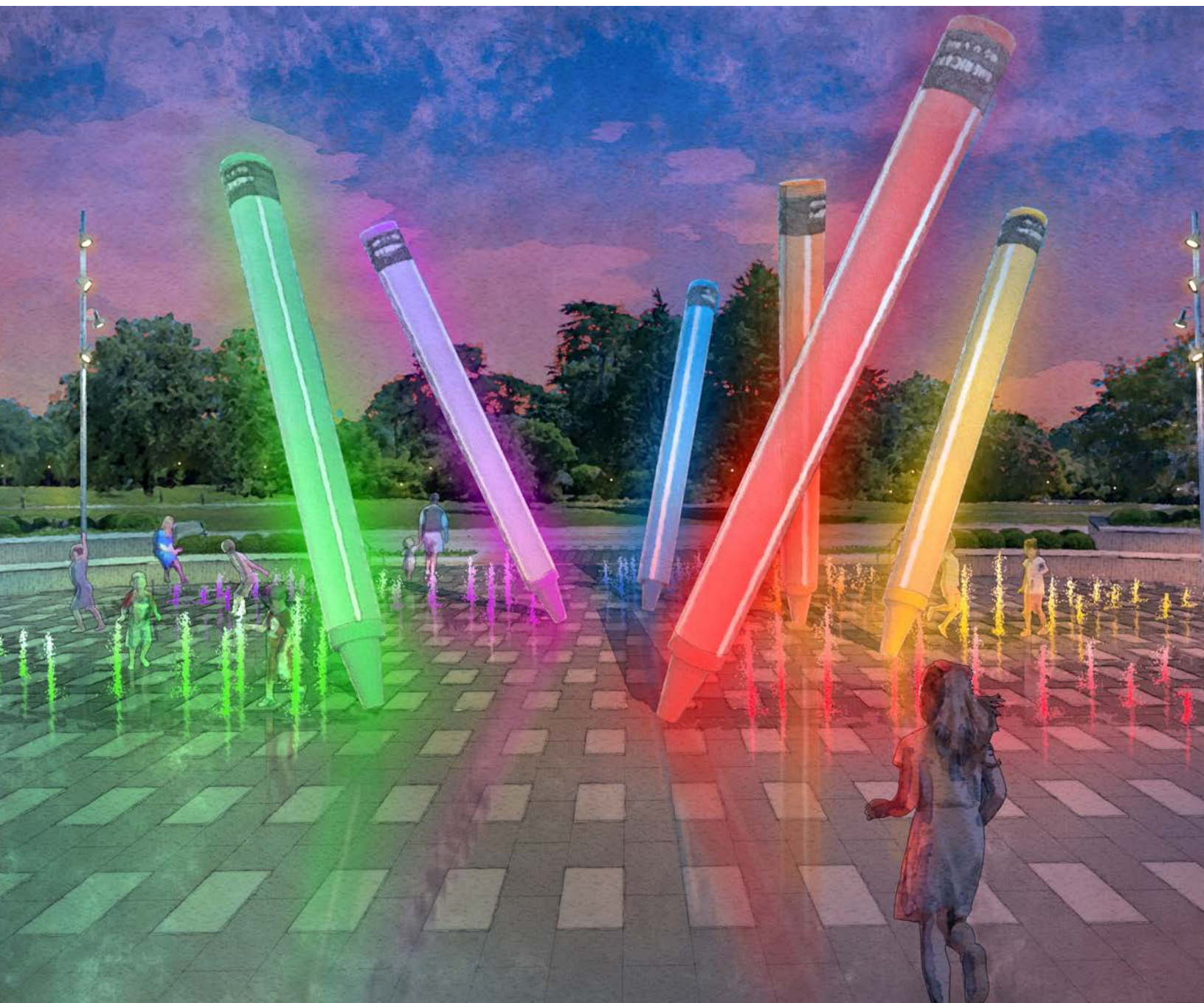


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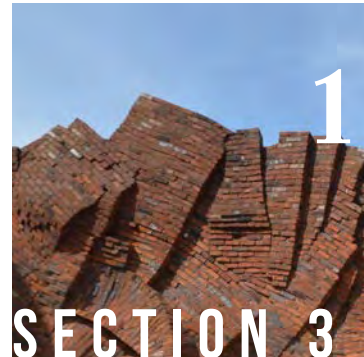
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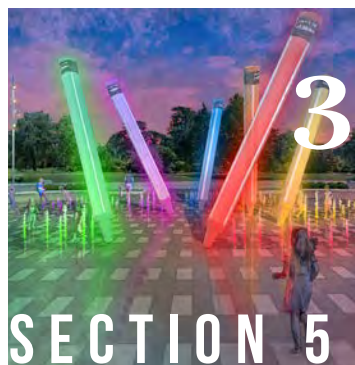
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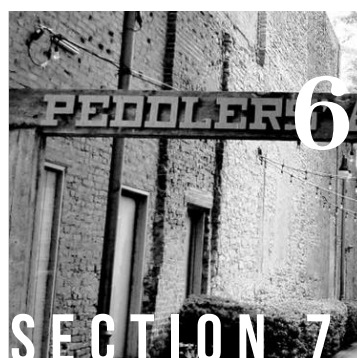
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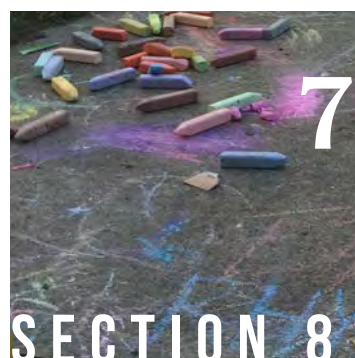
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ACKNOWLEDGEMENTS

CITY COMMISSIONERS

Dennis E. Murray, Jr., President
Richard R. Brady, Vice President
Nikki Lloyd
Greg Lockhart
C. Wesley Poole
Naomi R. Twine
Dave Wadding

PUBLIC ARTS AND CULTURE COMMISSIONERS

Cable Steinemann, Chair
Brian Stanley, Vice Chair
Marsha Carrington
Robin Hudnall
Beth Maiden
Adam Ramsdell
Roz Shepherd
Jordan Sternberg
Ethan Unzicker

SANDUSKY CITY STAFF

Eric Wobser, City Manager
Angela Byington, Planning Director
Talon Flohr, Neighborhood Outreach Coordinator
Kelly Kresser, Commission Clerk
Casey Sparks, Administrative Assistant
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



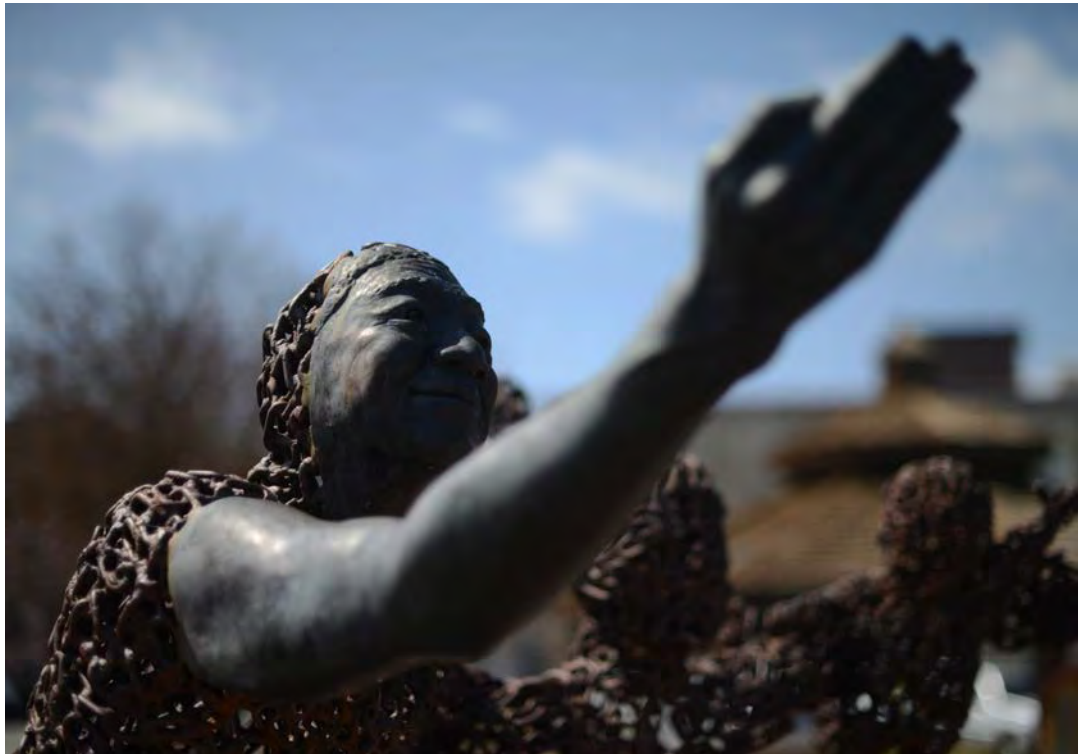
01

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

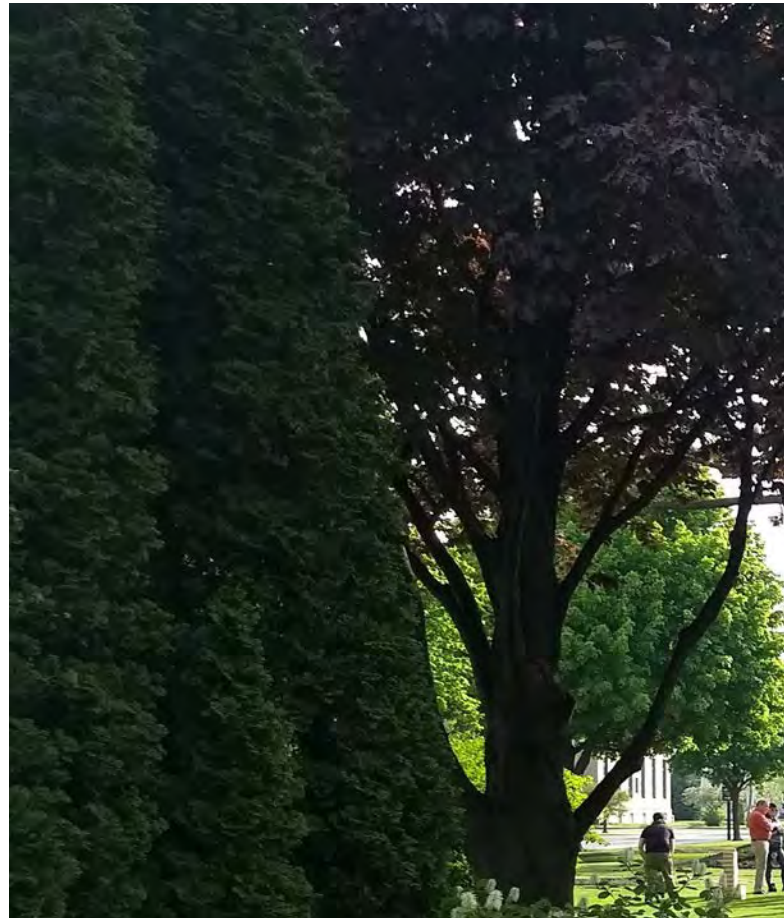
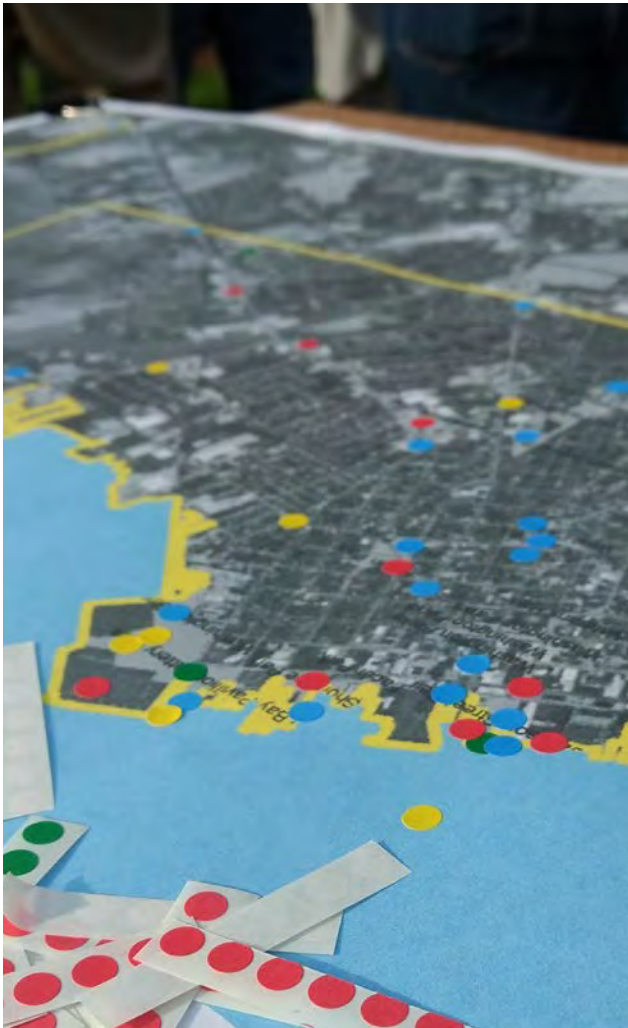
Over thirty stakeholders were interviewed in order to understand the community's vision for the program in the future. These stakeholders included Commission Members, local business owners, city staff, Public Arts and Culture Commissioners, local civic leaders, and engaged residents.

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

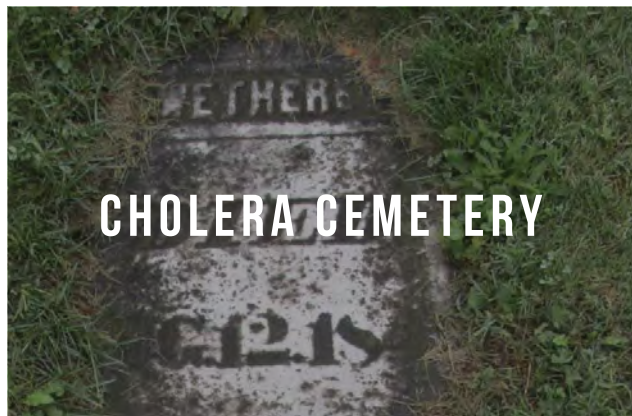
The past isn't relegated to a bookshelf in Sandusky- it's evident and can still be experienced by all who step foot in the city. Emblems of history loom large from triangles to tree tops. Whether spotting a barge on the bay or strolling past a towering steeple, the past is present in Sandusky.



PORTLAND



ERIE COUNTY



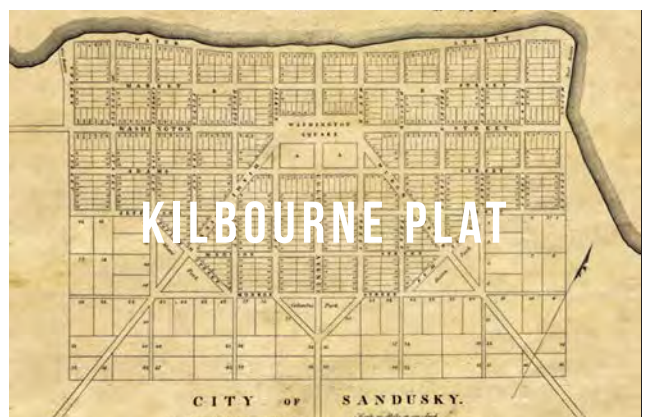
CHOLERA CEMETERY



FIRELANDS



UNDERGROUND RAILROAD



KILBOURNE PLAT

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

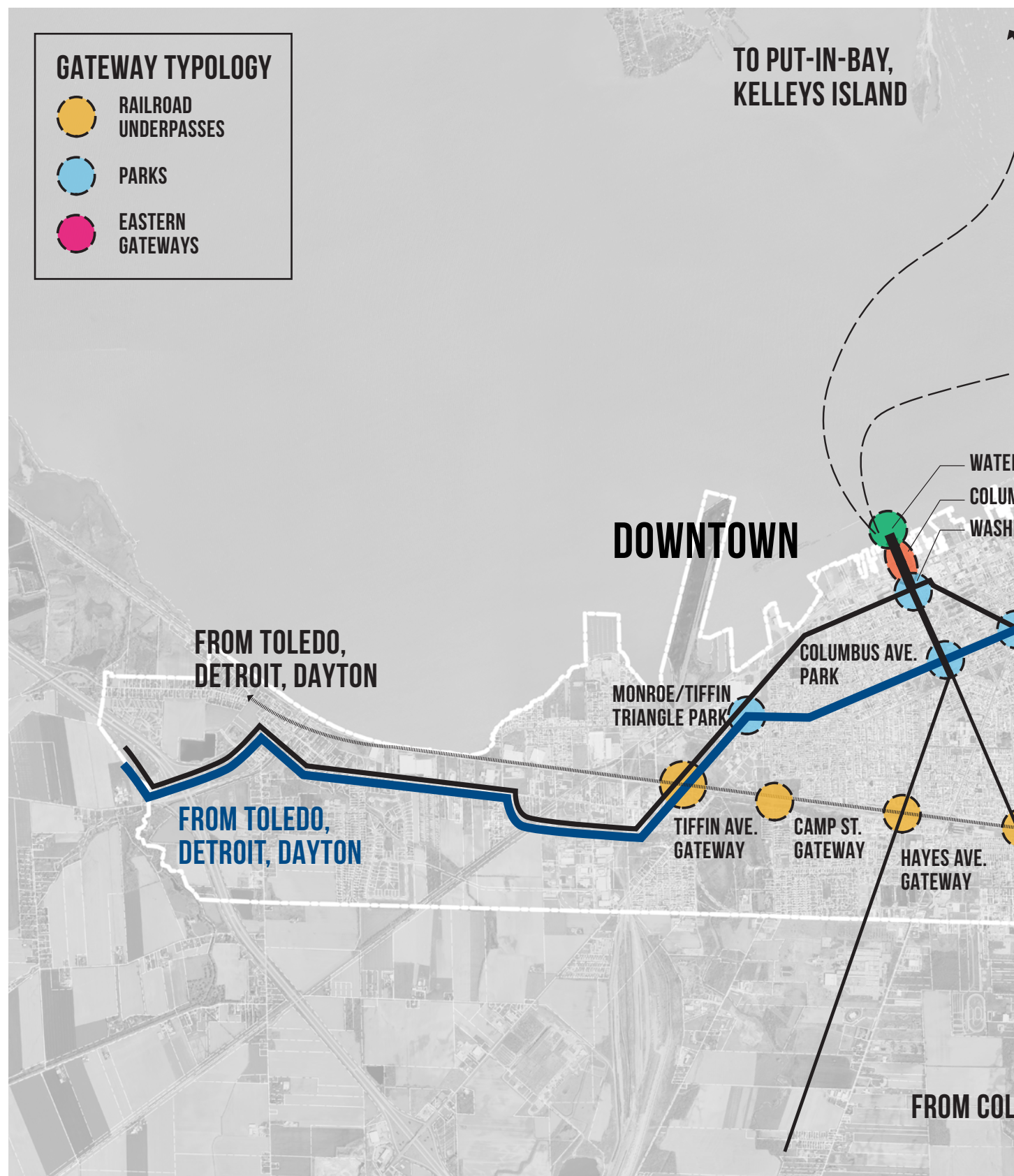
GEOGRAPHIC STRATEGY 3: NEIGHBORHOODS

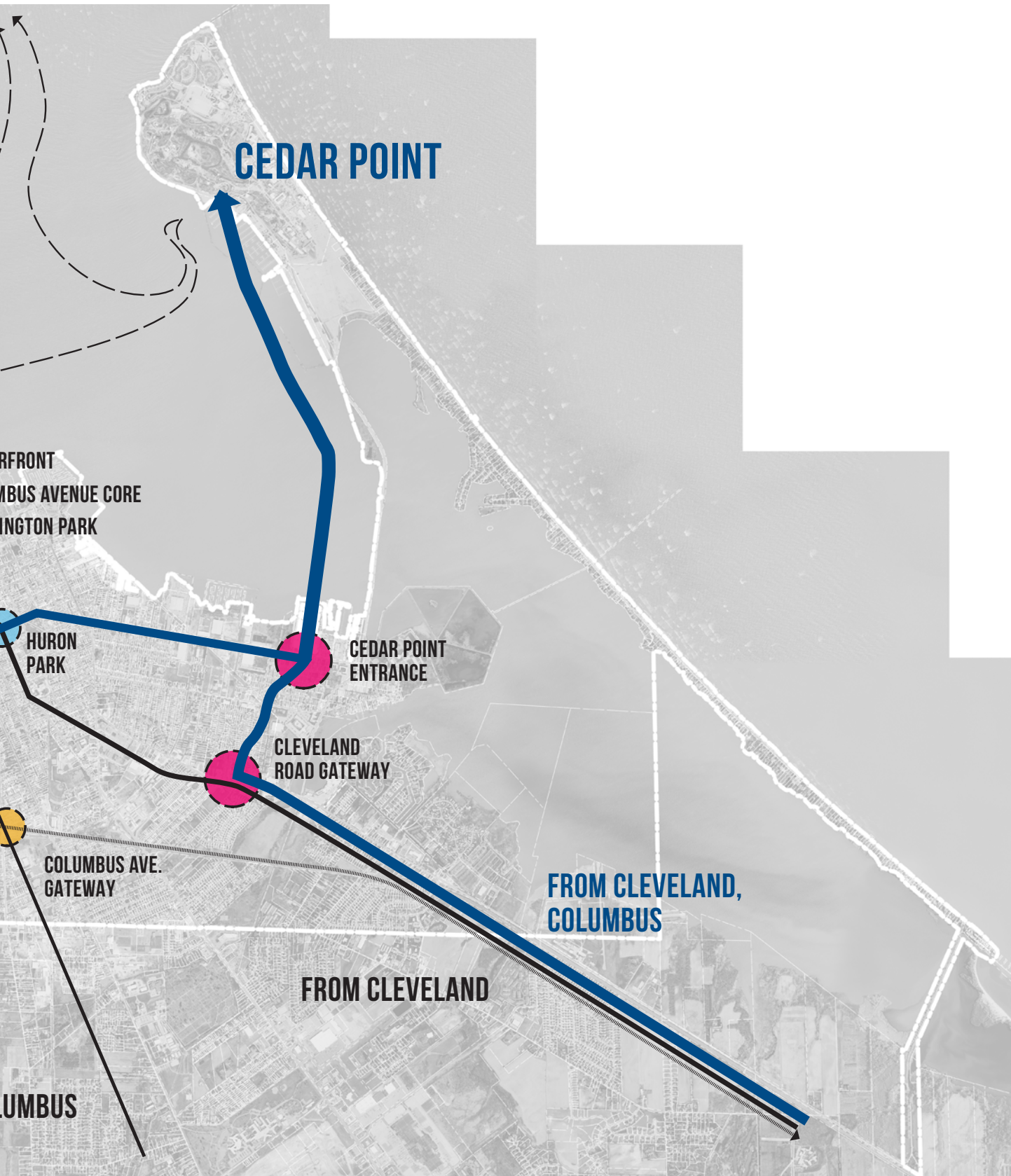
Public art is a powerful tool for reinforcing neighborhood identity and increasing pride. Special emphasis should be placed on commissioning art that is unique to Sandusky’s neighborhoods and that is focused on improving their health and vitality.

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.

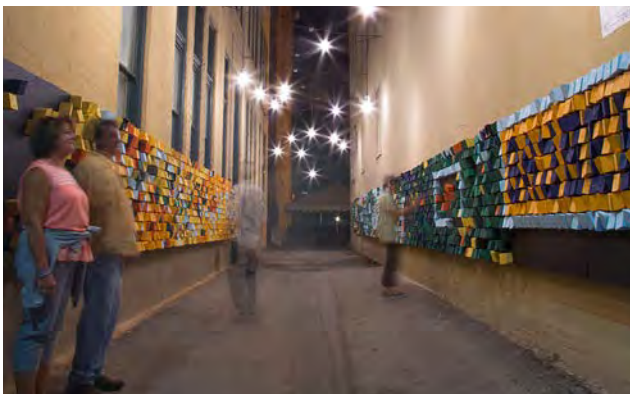


LIGHT INSTALLATIONS

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.

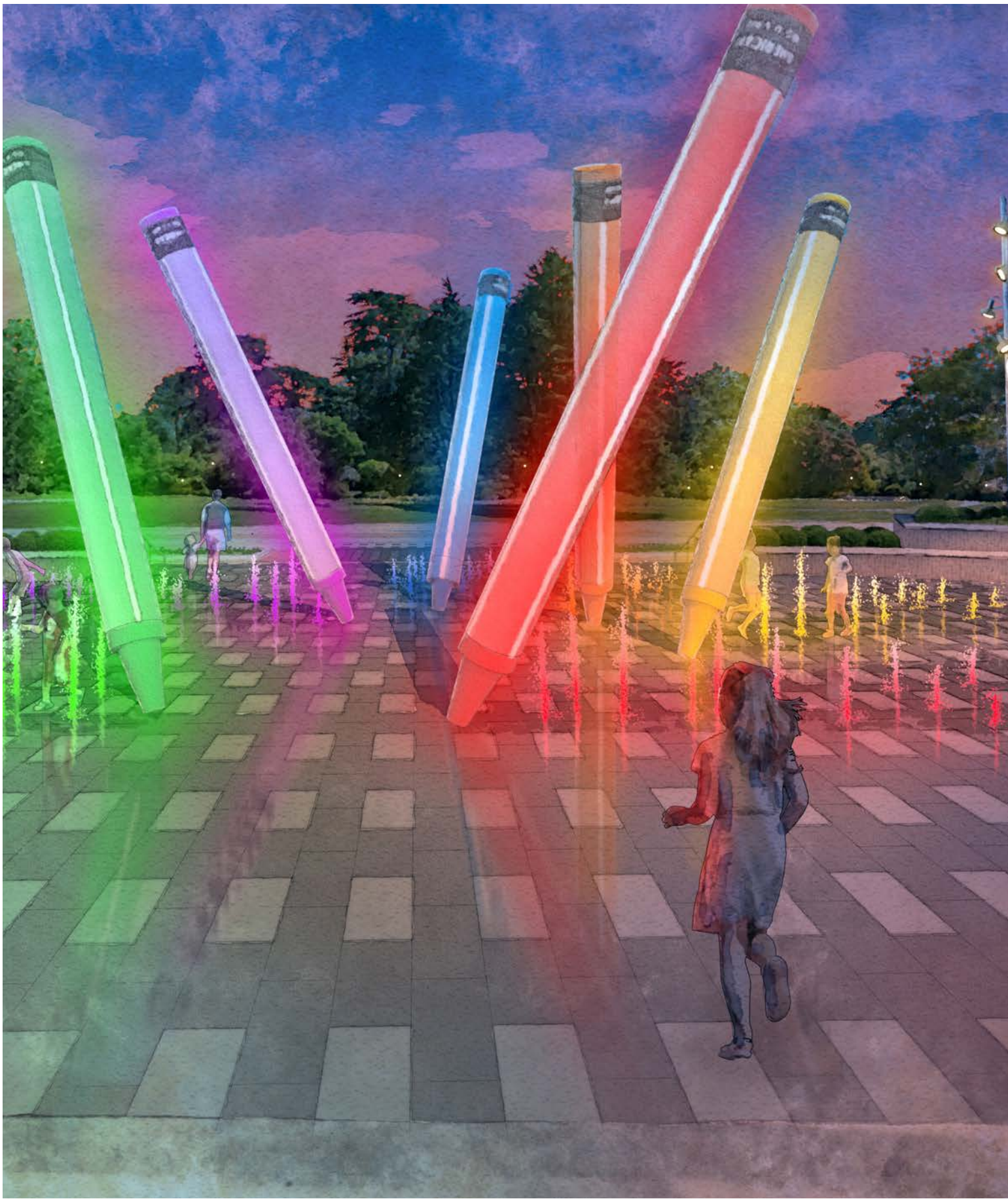
Temporary art can be done inexpensively and easily. It can be a small pop of color or a huge "WOW". Whatever it is, its short lifespan gives energy to the space and drives excitement within the community. Temporary art invites collaboration.



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

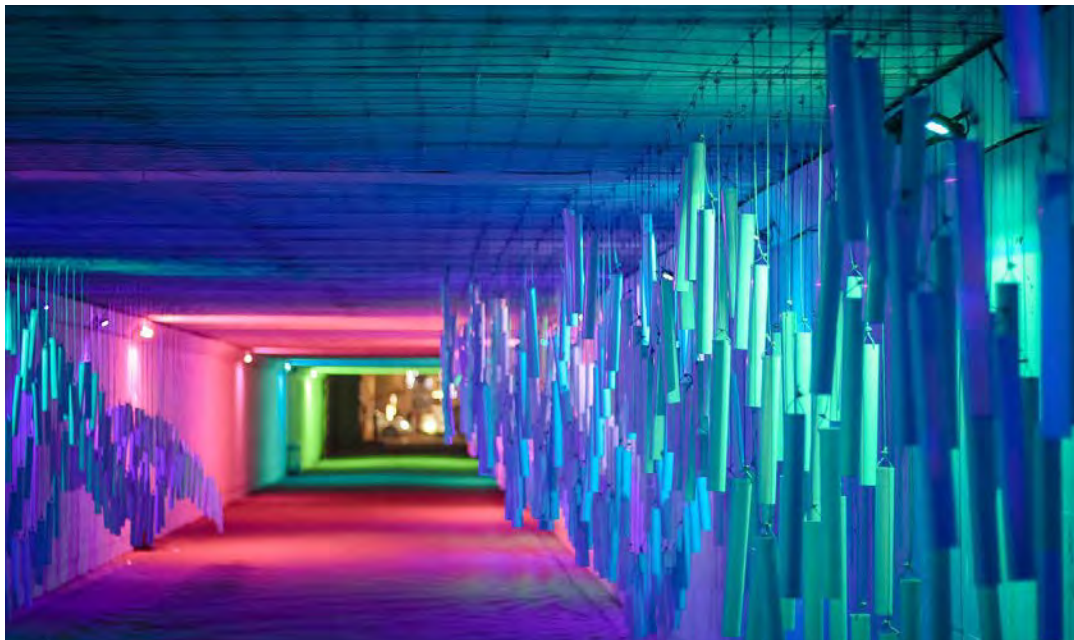
Four railroad crossings exist when entering Sandusky from the south and serve as gateways to the community. These include the Tiffin Avenue underpass, the Cap Street underpass, the Hayes Avenue underpass, and the Columbus Avenue underpass, all of which are a part of major city thoroughfares and transportation 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.

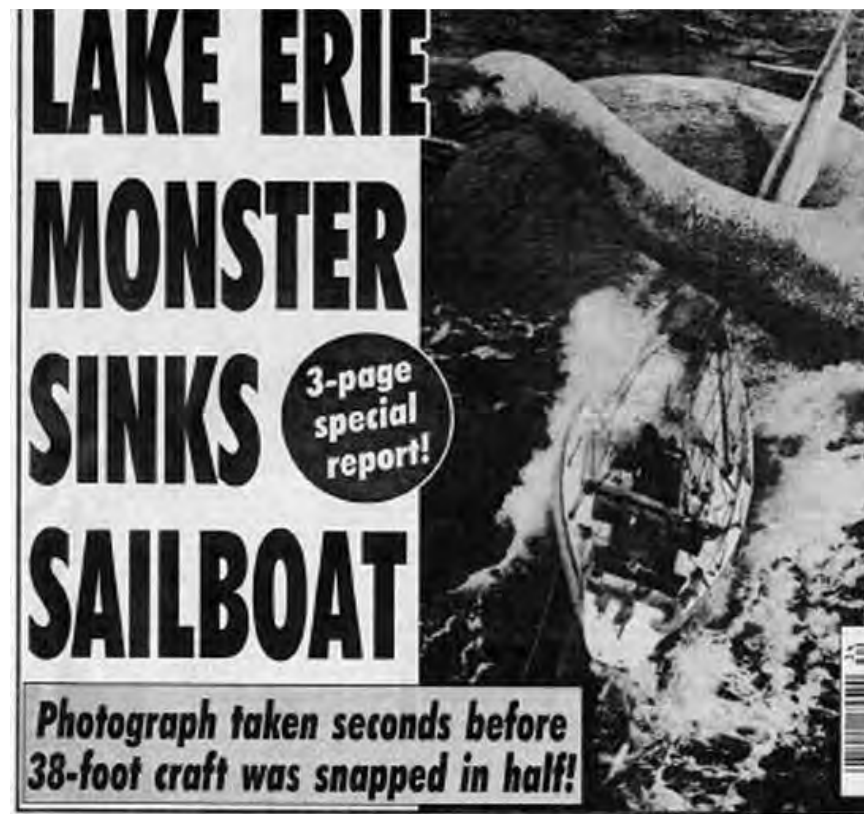


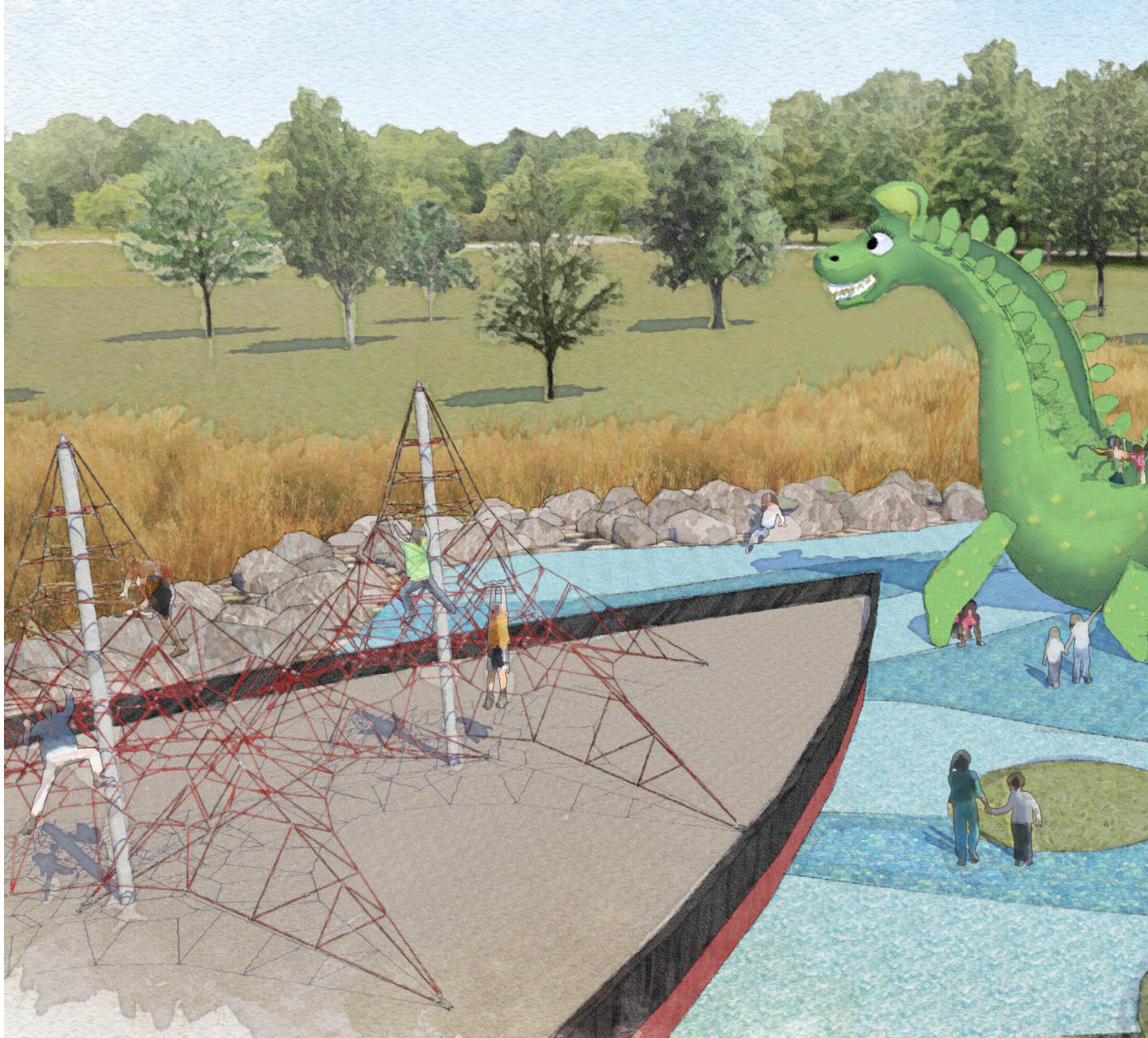
TOP

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 Hector Kilbourne, a Freemason. He utilized 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

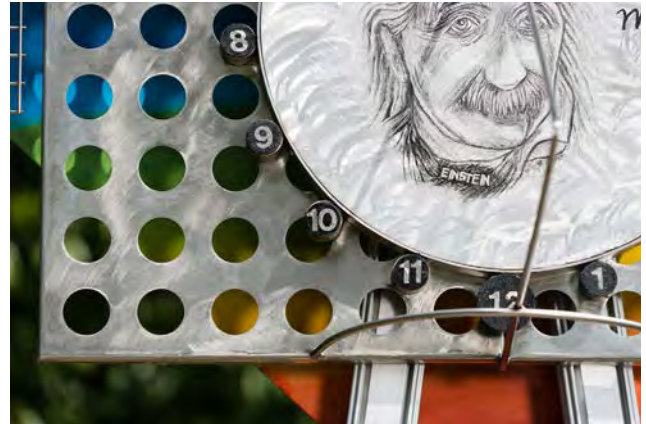
Public Art Fund, Private Donations

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 Culture Commission Policy.** (See p. 88 for proposed Responsibility and Authority of the Sandusky Public Arts and Culture 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:

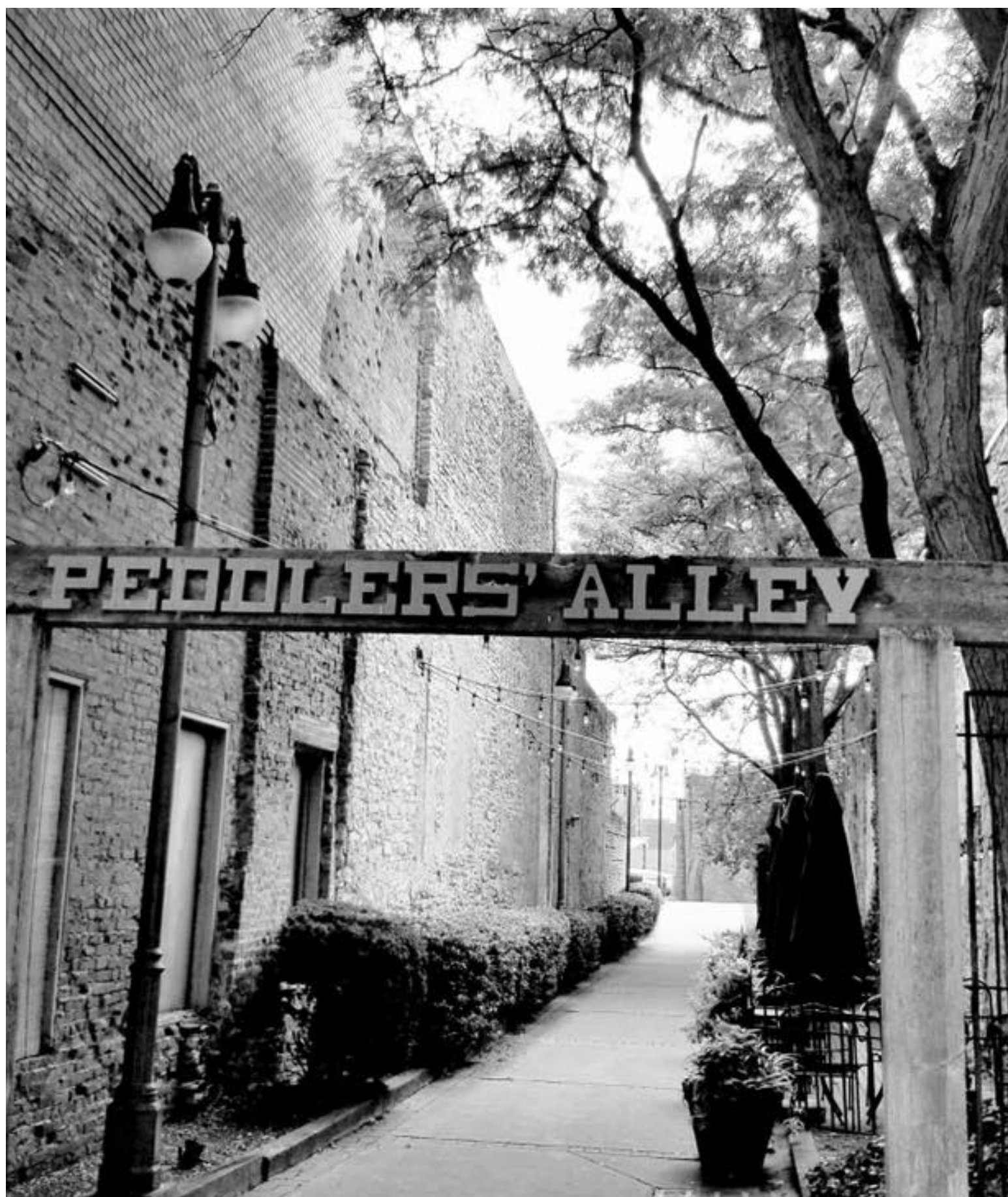
1. **Examine additional funding mechanisms for larger public art installations.** Additional revenue sources and mechanisms should be examined in order to generate funding for large public art installations.

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.

ADMINISTRATIVE GUIDE

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 Culture 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 Culture 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.

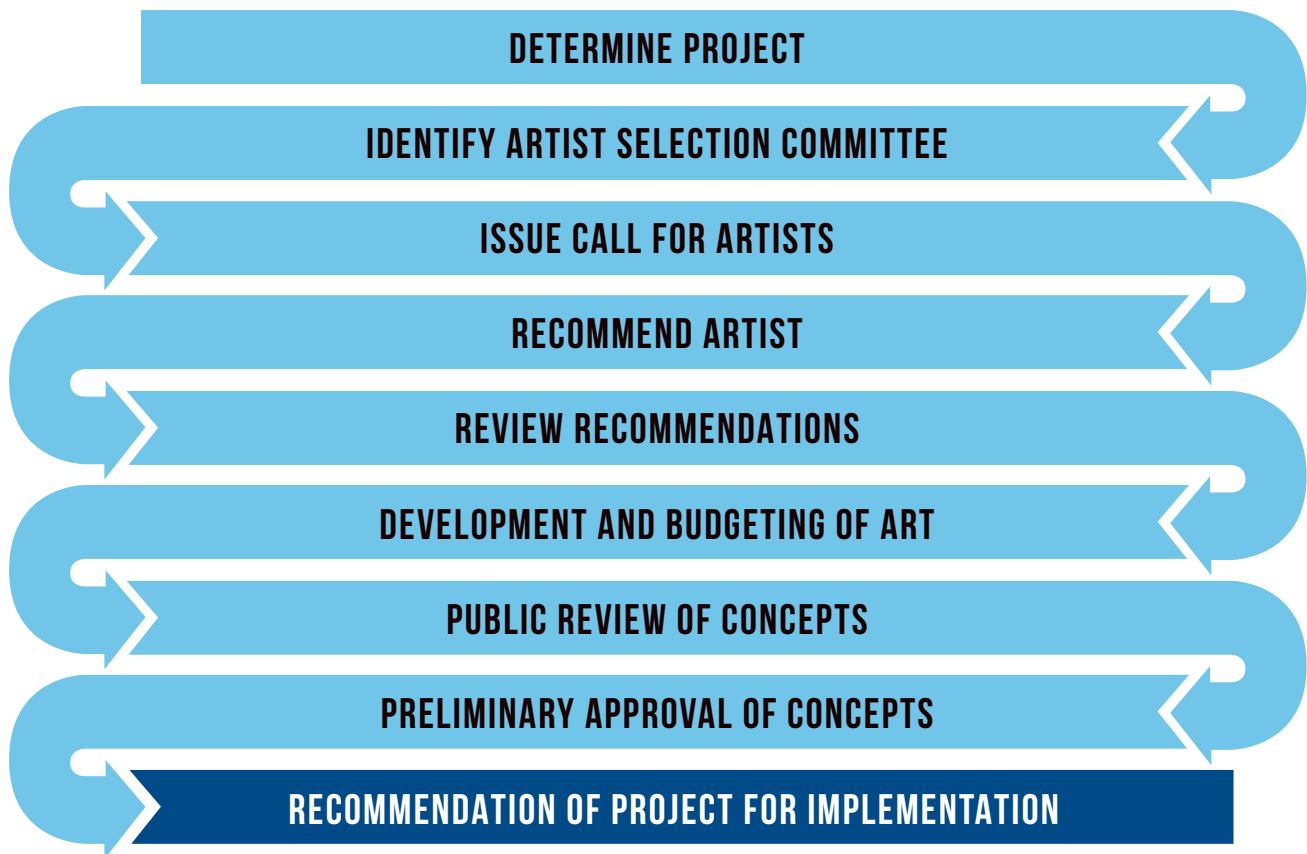
What is a Public Art Work Plan?

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

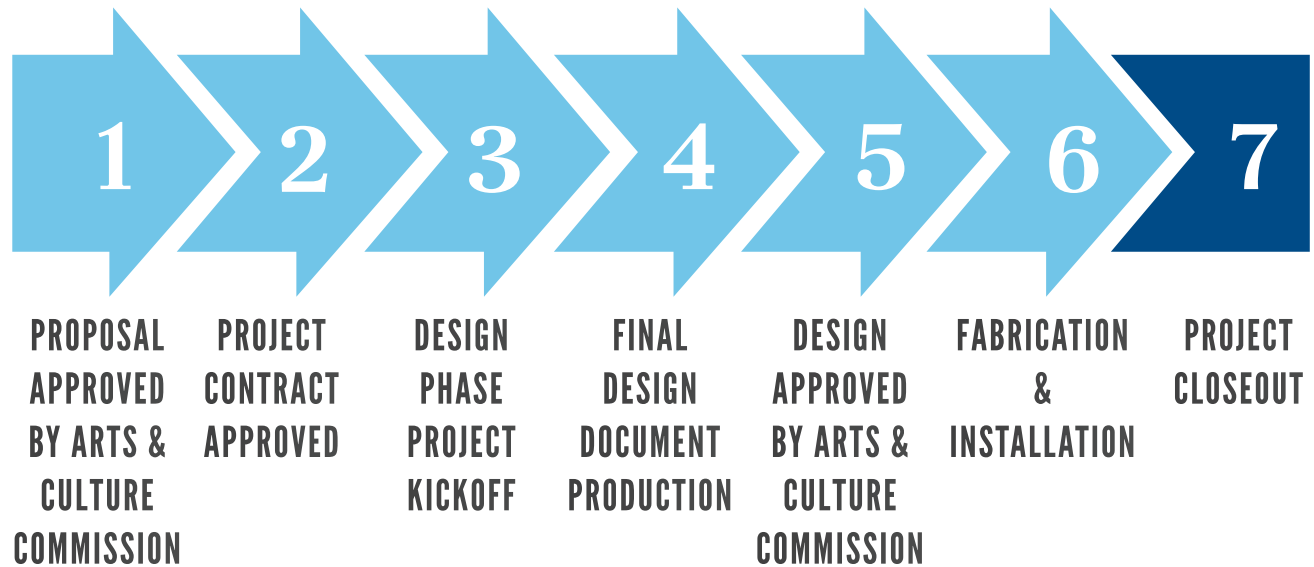
Some projects require the purchase of a specific artwork due to the exacting nature of the project or a very limited project timeline. In this case, the work must be “one-of-a-kind” and not mass-produced or off the shelf. It is possible that this artwork would come from an artist on a pre-qualified list.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

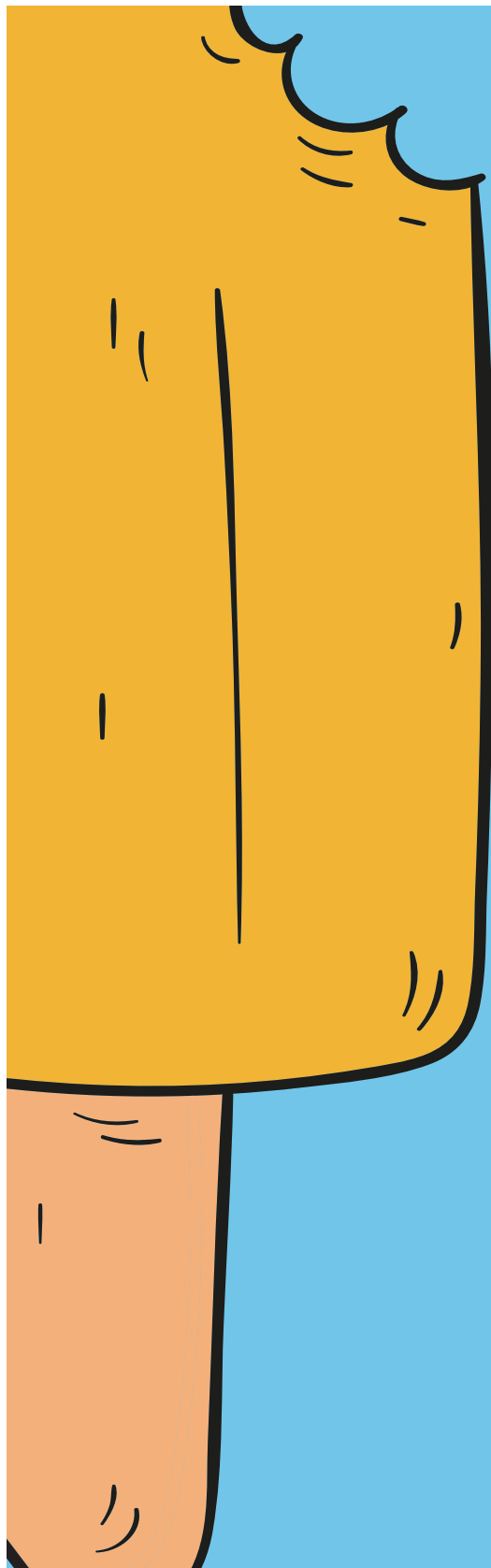
As part of the public engagement process, a survey was conducted to understand the community's vision for public art in the future.

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

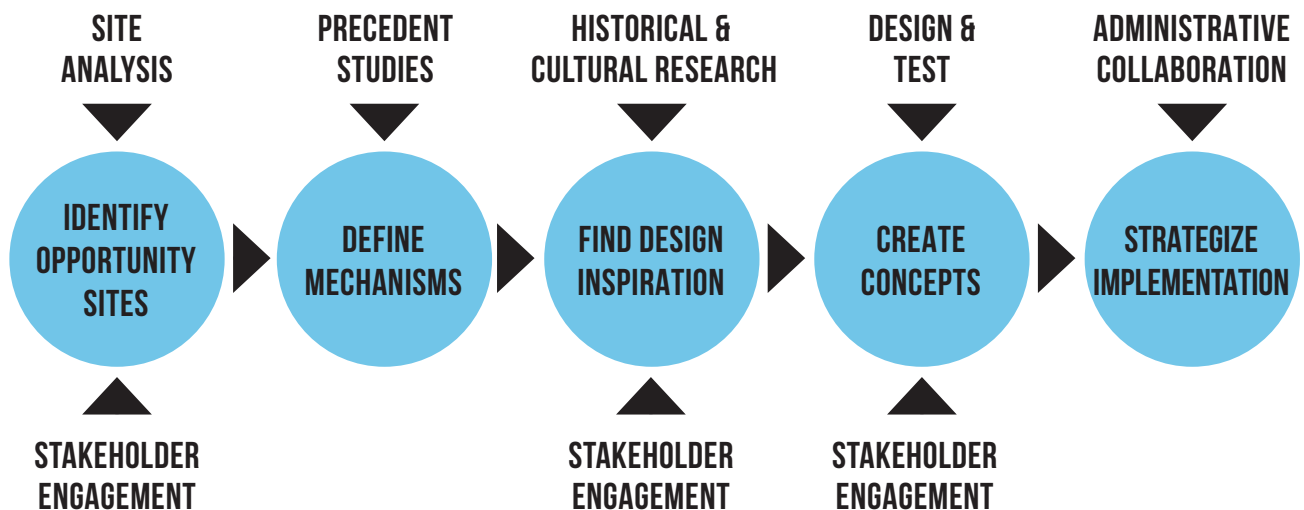
WASHINGTON PARK

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 Culture Com- mission

SANDUSKY PUBLIC ARTS AND CULTURE COMMISSION

Purpose and Responsibilities

The Sandusky Public Arts and Culture 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 Culture 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 Culture 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 Culture 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 Culture 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 CULTURE COMMISSION STAFF LIAISON

The Public Arts and Culture 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 Culture 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 Culture 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 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 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 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 biannually, depending on the frequency of new Projects.

ARTIST SELECTION COMMITTEE

Membership of Selection Committees

The Sandusky Public Arts and Culture Commission can appoint, with support from staff, ad hoc committees for the purpose of selecting the artist(s) for any particular project. Recommendations for membership on the committee will come back to the full Sandusky Public Arts and Culture Commission for approval.

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.

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.

APPENDIX A: PROPOSED POLICY

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 Culture 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 Culture 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 Culture 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 Culture Commission members must be notified of this action within 30 days. The City and the Public Arts and Culture 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 Culture 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 Culture 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 Culture 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 Culture Commission.

REVIEW PROCESS

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

Public Meeting

The Public Arts and Culture 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 Culture 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 Culture 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 Culture 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 Culture 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 Culture 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 Culture 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 Culture 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 Culture Commission. The donation proposal must contain the following for an already completed work or a commissioned artwork:

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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 Culture 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 Culture 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 Culture 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 Culture Commission decides against accepting the proposal, City Staff, in collaboration with the Public Arts and Culture 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.

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If a temporary display on City-owned property is valued at \$10,000.00 or less, the Public Arts and Culture 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 Culture Commission decides against accepting the proposal, City Staff, in collaboration with the Public Arts and Culture 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 Culture 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 Culture 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 Culture 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 the following 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 Culture 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 Culture 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.



CITY MANAGER'S OFFICE

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

To: Eric Wobser, City Manager
From: McKenzie Spriggs, Bicentennial Coordinator
Date: November 5, 2018
Subject: **Commission Agenda Item – Agreement with Michelle Wightman – Karrie Wieber Charitable Foundation to accept grant funding for Sandusky Bay Pathway, Shoreline Drive section.**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into a Grant Agreement with the Wightman Wieber Foundation for the donation of funds in the amount of \$500,000 to the Sandusky Bay Pathway and to provide naming rights of the Sandusky Bay Pathway, Shoreline Drive portion.

BACKGROUND INFORMATION: The Sandusky Bay Pathway is a bayfront path spanning the entire length of the city, from the Landing behind Sports Force Parks at Cedar Point Sports Center to the east, to the western edge of Sandusky. The pathway, intended for walkers, runners and bikers, includes natural experience trails and themed downtown loops. The pathway has a long history and has been discussed and worked on in portions for over a decade. In 2016, the Bicentennial Vision strategic plan set the implementation of the Sandusky Bay Pathway as a priority and in June of 2018, the Sandusky Bay Pathway Update was adopted.

Phase one includes Shoreline Drive as it is being reconstructed with water and sewer utilities. It will also be Mile 0 of the Sandusky Bay Pathway.

The Wightman Wieber Foundation proudly supports safety, children's and family initiatives and feel this project meets many goals outlined in their mission. They would like to be the trail blazer donation of the Sandusky Bay Pathway project, to show support of the project and to encourage other community partners to support this unique amenity. Wightman Wieber requests "naming rights" of the Shoreline Drive portion of the pathway.

BUDGETARY INFORMATION: The agreement will not have an impact on the budget. The City will benefit from the monetary donation especially as this is the trailblazer donation towards the Sandusky Bay Pathway, and the city will be soliciting additional donations from the community.

ACTION REQUESTED: It is recommended that legislation be passed authorizing the City Manager to enter into a Grant Agreement with the Wightman Wieber Foundation for the donation of funds in the amount of \$500,000 to the Sandusky Bay Pathway and to provide naming rights for the Shoreline Drive section of the Sandusky Bay Pathway. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to execute the agreement at the earliest opportunity and continue with budgetary planning for the Sandusky Bay Pathway.

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 AND DIRECTING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE MICHELLE WIGHTMAN - KARRIE WIEBER CHARITABLE FOUNDATION RELATING TO THE SHORELINE DRIVE PORTION OF THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Bay Pathway was part of the Bayfront Corridor Plan adopted in 1997 and in 2016 the City's Bicentennial Vision was adopted and set the implementation of the Sandusky Bay Pathway as a priority and later the Sandusky Bay Pathway Update Plan was adopted by Ordinance No. 18-122, passed on June 25, 2018; and

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

WHEREAS, the Michelle Wightman - Karrie Wieber Charitable Foundation was established by Darlene M. Wightman Lowery and Karleen Wieber in memory of their daughters, who were killed in a car-train collision in 1989 and through the years the Wightman-Wieber Foundation has given millions of charitable grants to local recipients; and

WHEREAS, in continued support of child and family initiatives the Wightman-Wieber Foundation desires to grant \$500,000 to the City for funding of the Sandusky Bay Pathway; and

WHEREAS, the City desires to memorialize the Wightman-Wieber Foundation's contribution by providing naming rights to the Shoreline Drive portion of the Sandusky Bay Pathway; and

WHEREAS, in 2016 the City's Bicentennial Vision was adopted and set the implementation of the Sandusky Bay Pathway as a priority

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement at the earliest opportunity and continue with budgetary planning for the Sandusky Bay Pathway; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments 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 be and hereby is authorized to execute a Grant Agreement with the Wightman – Wieber Foundation relating to the Shoreline Drive Portion of the Sandusky Bay Pathway, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and 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: November 13, 2018

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made by and entered into as of the _____ day of _____, 2018 between the Wightman-Wieber Foundation (the "Foundation") a valid 501(c)(3) nonprofit organization and the City of Sandusky, Ohio (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio.

WHEREAS, the Michelle Wightman-Karrie Wieber Foundation was established by Darlene M. Wightman Lowery and Karleen Wieber in memory of their daughters, who were killed in a car-train collision in 1989; and

WHEREAS, through the years the Wightman-Wieber Foundation has given millions of charitable grants to local recipients; and

WHEREAS, in continued support of child and family initiatives the Wightman-Wieber Foundation desires to grant \$500,000 to the City of Sandusky, Ohio for funding of the Sandusky Bay Pathway; and

WHEREAS, the City of Sandusky, Ohio desires to memorialize the Wightman-Wieber Foundation's contribution by providing naming rights to the Shoreline Drive portion of the Sandusky Bay Pathway; and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. Grant:

The Wightman-Wieber Foundation agrees to grant a total of \$500,000 to the City of Sandusky for the construction of the Sandusky Bay Pathway. The \$500,000 will be paid in installments of \$230,000 in 2019 and then \$30,000 a year for years 2020 until 2028, said payment to be made by the _____ of _____ of each calendar year.

Section 2. Naming Rights:

In consideration of the \$500,000 grant, the City agrees to grant the naming rights to the Shoreline Drive portion of the Sandusky Bay Pathway. Meaning, the City will appropriately recognize the Foundation in the Shoreline Drive portion of the Sandusky Bay Pathway.

Section 3. Authority to Sign.

The Foundation and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

Section 4. Assignment or Transfer.

The parties agree that this Agreement is not transferable or assignable without the express, written approval of the City.

Section 5. Choice of Law.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

Section 6. Binding Agreement.

This Agreement shall be binding on each of the parties and their respective successors and assigns.

Section 7. Miscellaneous.

(a) Notice. Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

- (i) TO THE CITY: City Manager
c/o Development Specialist
City of Sandusky, Ohio
City Building
222 Meigs Street
Sandusky, OH 44870
- (ii) TO THE FOUNDATION: Wightman-Wieber Foundation
100 East Water St.
Sandusky, Ohio 44870

Any party may change its address for notice purposes by providing written notice of such change to the other party.

(b) Amendments. This Agreement may only be amended by written instrument execute by all parties.

(c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

(d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

Wightman-Wieber Foundation

By: _____
TITLE:

By: _____
TITLE:

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser, City Manager

The legal form of the within instrument
is hereby approved.

Acting Law Director
City of Sandusky



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 29, 2018
Subject: Commission Agenda Item – Authorization to Expend Funds

Items for Consideration: Resolution authorization the City of Sandusky (the “City”) to expend funds for the purposes of furthering blight elimination efforts within the City.

Background Information: Since 2015, the Erie County Land Reutilization Corporation (“ECLRC”) has owned the two (2) commercial properties located at 428 & 432 Decatur Street. Their intention for purchasing these properties was to demolish both structures given the deteriorated condition of both with funding coming from the Ohio Housing Finance Agency’s Neighborhood Initiative Program.

However, both structures remain standing – as the adjacent property owner to the south, Davis and Kline Management, LLC, filed suit requesting a temporary restraining order delaying the demolition – stating that their property was structurally tied into 432 Decatur Street and that any demolition activity would result in the need for complete reconstruction of their north wall and ultimately be cost prohibitive and result in long-term tenant displacement. Multiple structural engineer reports have in fact verified the structural connectedness of the two (2) buildings.

Given that 428 and 432 Decatur Street remain condemned and risk of collapse, the easiest path forward was to purchase 407 W. Jefferson Street to the south and demolish all three (3) properties simultaneously. After months of negotiations, Central Catholic Athletic Boosters, Inc. (“CCAB) and/or its affiliates or assigns (or any related of St. Mary’s church or Saint Mary’s Central Catholic) has agreed to purchase and Davis and Kline Management, LLC has agreed to sell their holdings for \$275,000.

To date, ECLRC has secured funding to cover a portion of the demolition cost of the Decatur Street properties from the Ohio Housing Finance Agency and CCAB has secured \$225,000 in private donations to aid in the acquisition and demolition of 407 W. Jefferson.

What is being proposed is for authorization for the City expend up to \$50,000 in funds for the acquisition of 407 Jefferson Street and the demolition of 428 & 432 Decatur Street and 407 W. Jefferson Street. The proposed funding would aid, most importantly, in the demolition of two (2) blighted and dangerous commercial properties adjacent to Saint Mary’s Central Catholic School while also creating either a green space or future development site for CCAB/Saint Mary’s. If

approved, the funding would be deposited into an escrow account with the selected title company handling the transaction only to be disbursed upon purchase of the properties. If for any reason the transaction was not completed, the escrowed funds would be returned to the City in their entirety.

Budgetary Information: The City will be responsible for providing fifty thousand dollars (\$50,000.00) from the EMS Fund. The City will deposit the funds into an escrow account and will only permit disbursement if CCAB or any related entity completes the acquisition of the Jefferson Street properties.

Action Requested: It is requested that the proper resolution be prepared authorizing the City to expend funds for the above stated purpose. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage for the acquisition and demolition of the properties by the end of 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
Richard Wilcox, Fire Chief

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE ACQUISITION OF 407 W. JEFFERSON STREET BY CENTRAL CATHOLIC ATHLETIC BOOSTERS, INC. (CCAB) WITH THE INTENTION OF PROVIDING ASSISTANCE FOR THE DEMOLITION OF 428 & 432 DECATUR STREET FOR THE PURPOSE OF BLIGHT ELIMINATION EFFORTS WITHIN THE CITY; 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 (ECLRC) has owned two (2) commercial properties located at 428 & 432 Decatur Street and purchased the condemned properties with the intention to demolish the deteriorated structures with funding from the Ohio Housing Finance Agency's Neighborhood Initiative Program; and

WHEREAS, the adjacent property to the south located at 407 W. Jefferson Street is structurally connected into 432 Decatur Street and any demolition activity would result in the necessity to complete reconstruction of the north wall on the structure at 407 W. Jefferson Street which is cost prohibitive and would displace the tenant long-term; and

WHEREAS, after months of negotiations, Central Catholic Athletic Boosters, Inc. (CCAB) and/or its affiliates or assigns (or any related of St. Mary's Catholic Church or Sandusky Central Catholic School) has agreed to purchase the property located at 407 W. Jefferson Street and the adjoining property at 405 W. Jefferson Street and Davis and Kline Management, LLC has agreed to sell both properties to CCAB for \$275,000.00; and

WHEREAS, at this time, ECLRC has secured funding to cover a portion of the demolition cost of the Decatur Street properties from the Ohio Housing Finance Agency and CCAB has secured \$225,000.00 in private donations to aid in the acquisition and demolition of 407 W. Jefferson; and

WHEREAS, it is recommended to commit funds in the amount of \$50,000.00 for the acquisition and demolition of 407 Jefferson Street by CCAB with the intension of providing assistance for the demolition of the condemned property at 428 & 432 Decatur Street; and

WHEREAS, the commitment of \$50,000.00 will be paid with EMS Funds and will be deposited into an escrow account and will only be disbursed if CCAB completes the acquisition of the Jefferson Street properties; 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 acquisition and demolition of the properties to be completed by the end of 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 Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is

advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds for the acquisition and demolition of 407 W. Jefferson Street by the Central Catholic Athletic Boosters, Inc. (CCAB) with the intension of providing assistance for the demolition of 428 & 432 Decatur Street for the purpose of blight elimination efforts within the City in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00), and the Finance Director is authorized and directed to deposit funds into an escrow account with the title company handling the acquisition.

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.

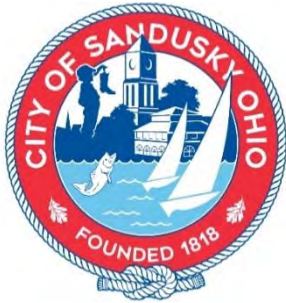
Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: November 13, 2018



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5884
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Todd Gibson, Facilities & Properties Supervisor

DATE: October 31, 2018

RE: Item for Commission Agenda: Increase in Fees for Oakland Cemetery and Memorial Park

ITEM FOR CONSIDERATION: Legislation authorizing a 9% increase in certain Oakland Cemetery and Memorial Park fees.

BACKGROUND INFORMATION: The last increase for all Oakland Cemetery prices, with the exception of the Garden Mausoleums Crypts and Columbarium Niches, was approved by Ordinance No. 15-068, effective June 1, 2015 and included a 10% increase in all Oakland Cemetery fees to more closely reflect other nearby cemeteries. Staff was asked by the Cemetery Board earlier this year to compare current prices again with those of surrounding cemeteries. The results, which were presented to the Cemetery Board at their meeting in October, are shown here:

Cemetery	Lot Price		Open & Close Price		After Hours	Saturday Open & Close Price	
	Resident	Non-resident	Resident	Non-resident		Resident	Non-resident
Oakland	\$467	\$577	\$550	\$550	Add \$165 after 3 pm	\$950 before 3 pm \$1,115 after 3 pm	\$950 before 3 pm \$1,115 after 3 pm
Bellevue	\$350	\$350	\$350	\$350	---	\$425 before 12 pm	\$425 before 12 pm
Brownhelm	\$650	\$650	\$575	\$575	---	\$860	\$860
Calvary	\$835	\$835	\$730	\$730	\$830 after 2 pm	\$1,100	\$1,100
Lakewood Park	\$2,150	\$2,150	\$950	\$950	---	\$1,150 before 11 am \$1,350 after 11 am	\$1,150 before 11 am \$1,350 after 11 am
Margaretta	\$425	\$675	\$425	\$675	Add \$100 after 2 pm	\$525	\$775
Meadow Green	\$825-1,130	\$825-1,130	\$795	\$795	\$995 after 3 pm	\$1,045 before 12 pm \$1,145 12-2 pm	\$1,045 before 12 pm \$1,145 12-2 pm
Northwood	\$500	\$500	\$600	\$600	\$700 after 2:30 pm	\$700 before 12 pm \$800 after 12 pm	\$700 before 12 pm \$800 after 12 pm
Norwalk	\$625	\$625	\$700	\$700	\$800 after 2 pm	\$850 before 12 pm \$950 12-2 pm	\$850 before 12 pm \$950 12-2 pm
Perkins	\$450	\$725	\$425	\$675	\$575 res. / \$825 non	\$575	\$825

Below are the proposed, revised fees, including the 9% increase, for Oakland Cemetery and Memorial Park prices, except the Garden Mausoleum Crypt and Columbarium Niches, to bring them in line with other surrounding cemeteries. Please refer to the attached spreadsheet for a current and future comparison of rates.

Grave Space Charges (25% endowed)

With Special Care

<u>Area</u>	<u>Resident</u>	<u>Regular Price</u>	<u>Endowment Purchase</u>
Upright Monuments	\$510	\$630	Additional \$240
Flush Markers	\$450	\$570	Additional \$240
Area "Q" (Veteran)	\$435	\$465	Additional \$240
Urn Garden (Area "V")	\$180	\$215	Additional \$240
Area "J" and "U" (infant graves)	\$180	\$215	Additional \$240
Columbarium Niche	\$425	\$610	
Garden Mausoleum Crypts	\$2,000 - \$3,050	\$3,000 - \$4,550	
Cremation Boulders (\$1,100/side)	\$2,400		
No Interment Charge			
Double Depth	\$330	\$350	

Interment Charges (25% endowed)

<u>Type</u>	<u>Amount (Double Depth 2nd)</u>	<u>Double Depth 1st</u>
Adult*	\$600	\$655
Youth*	\$450	\$480
Infant*	\$240	\$460
Cremation	\$300	
Inurnment	\$240	
Entombment	\$480	
Oversized (grave over 8' long or 40" wide)	\$660	

*Grave size definitions: Adult (5' – 8'), Youth (3' – 5'), Infant (under 3')
During extended hours (based on arrival at Cemetery)

<u>Type</u>	<u>Additional Amount</u>
Weekdays after 3 p.m.	\$180
Saturday 10 a.m. – 3 p.m.	\$440 after 3 pm additional \$180
Sunday & Holidays 10 a.m. – 3 p.m.	\$545 after 3 pm additional \$180
Mausoleum Only Sunday & Holidays 10 a.m. – 3 p.m.	\$545

All Other Charges

<u>Disinterment</u>	<u>Amount</u>
Adult	\$1,080
Infant	\$655
Cremation	\$360

<u>Monument Foundations</u>	<u>Amount</u>
Minimum (556 sq. in.)	\$180
Over minimum (per sq. in.)	\$.29 sq. in

<u>Record Search</u>	<u>Amount</u>
First 3 names	N/C
More than 3 names	\$.27/ea.

<u>Other Fees</u>	<u>Amount</u>
Recording Deed/Affidavit	\$30
Straighten stone, single	\$25
Straighten stone, double	\$30
Misc. work per man/hour	\$38
Planting permit	\$1

Receiving vaults* (First 30 days)	\$120
Receiving vaults* (Each additional 30 days)	\$60
Emblem for cremation boulders front	\$80

*This fee is to be paid 30 days in advance and is not prorated.

The Cemetery Board approved these increases at their October 24, 2018, meeting, with a 4 to 2 vote. Since the Garden Mausoleum Crypts and Columbarium Niches were increased on July 1, 2018, they are not included in this proposal.

BUDGET IMPACT: The newly-generated funds will be allocated as follows: 75% to the General Cemetery Fund and 25% to the Cemetery Endowment Fund. Estimated revenue for each is approximately \$6,836 and \$2,279, respectively.

ACTION REQUESTED: It is recommended that an Ordinance of a 9% increase in all Cemetery prices, with the exception of the Garden Mausoleum Crypts and Columbarium Niches, be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the fees accurately reflect the market value effective January 1, 2019, and allow the City to meet budgetary obligations in each fund.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF THE
SANDUSKY CEMETERY BOARD
WEDNESDAY, OCTOBER 24, 2018 AT 4:00 P.M.
IN THE CHAPEL AT OAKLAND CEMETERY
SANDUSKY, OHIO**

PRESENT:

Members: Chairman Darden, Andy Martin, Dennis Murray, Harrison Smith, Steve Toft and Deb Voltz.

Also present was City Commission Liaison Member Greg Lockhart, Cemetery Manager Dan Hedberg, Finance Director Hank Solowiej, Facilities and Properties Supervisor Todd Gibson and Administrative Assistant Melissa Vassallo.

The meeting was called to order at 4:01 P.M. by Chairman Darden.

**MINUTES OF THE
PREVIOUS MEETING:**

The minutes of the July 25, 2018 meeting were approved as submitted on a motion made by Mr. Toft, seconded by Mr. Smith. Motion carried.

TREASURER'S REPORT:

Finance Director Hank Solowiej spoke about the Treasurer's Report. Mr. Solowiej said revenue is staying up at 12%. Expenses are also up 13%. The expenses are up due to the maintenance II employee that was hired. The end of September balance is healthy at \$643,581.69. Mr. Smith motioned to accept the Treasurer's Report and it was seconded by Mr. Toft.

**CEMETERY MANAGER'S
REPORT:**

Cemetery Manager Dan Hedberg reported that six (6) trees have recently falling within the Cemetery. Five (5) of which are still down. They will be taken care of by the Forestry Division as soon as their other work slows down a little. Trimming and mowing is still going on. The grass is still growing. Mr. Smith asked if any leaf pick-up happens there. Mr. Hedberg answered no, now they mulch them all. Chairman Darden inquired if the cherry tree complaint was handled. Mr. Hedberg stated that yes, it was taken care of.

OLD BUSINESS:

Mr. Hedberg reported on the status of the security system. He let the members know they were not able to submit an

application for grant money from Mylander due to money already being in place for other City projects. Also, they have not heard any prices back yet from Stu. Mr. Hedberg said there is around \$10,000 saved now and his goal is \$20,000. He will look further into other grants, maybe Wightman-Wieber, this winter.

Mr. Smith asked if anything happened regarding the previous incidents. Mr. Hedberg stated one (1) man was caught for an earlier occurrence but for the most recently when 5 more urns taken in Block 112, no one had been caught.

Mr. Hedberg told the group Section Y, which is the SW corner, is good to be used. There are 1,480 graves spaces in this section.

NEW BUSINESS:

Mr. Hedberg asked the members if they would have any objections to a lady named Roxann Goss putting in a 6 foot steel cross. It would stick out of the ground about 4 1/5 feet. It will be behind two (2) grave spaces. She will also be purchasing a couple foundations as well. Mr. Toft questioned if the cross would infringe on any other grave space. Mr. Hedberg assured him it would not. Mr. Smith said there are crosses all over the Cemetery so there shouldn't be a problem. None of the members were against the cross being placed.

Mr. Hedberg proposed an increase in Cemetery fees. He gave the members a handout that listed the current costs, costs with a 6% increase and costs with a 9% increase. Mr. Hedberg told them even increasing the costs 9% would only bring Oakland Cemetery to 6th highest priced cemetery in the area. This increase would keep us in line with other cemeteries. The increase would be for across the board with the exception of the Garden Mausoleum Crypts and the Columbarium Niches because they were just raised in July this year. Mr. Hedberg said this increase, if approved, would be effective January 1, 2019. Mr. Toft voiced that prices were raised 10% three (3) years ago. The motion to approve the 9% increase was made by Mr. Martin and was seconded by Mr. Murray. Mr. Toft recommended not raising the Saturday fee due to it was double the last time it was raised and it is already on the high end of the scale. Mr. Lockhart suggested making an amendment to raise fees but exclude Saturdays. Mr. Gibson told the members the cost to rent a backhoe to dig is \$325/hr. Mr. Murray explained that having a Saturday

burial is an election. He elaborated that the Oakland Cemetery is a very attractive and well-kept cemetery. Chairman Darden asked for the motion again and Mr. Martin motioned for the 9% increase across the board and it was again seconded by Mr. Murray. The members voted and the motion was approved after a 4-2 vote.

Mr. Hedberg also spoke about the Cemetery Chapel and how it does not receive any funding. He said the paint is peeling and other items need done. He asked members their thoughts on charging a small fee (a resident and a non-resident fee) for the use of the Chapel, so they will have funds available to make these improvements. He told them that some cemeteries charge anywhere from \$140 to \$240 to use their chapel. Chairman Darden said that the Chapel should be offered at no cost. Mr. Murray thought the use of the Chapel is a mutual benefit, both of the Cemetery and the families. Questions were asked: How many people use the Chapel opposed to not use the Chapel? What amount do surrounding cemeteries charge? Dan said he could find those items out. The motion to table the discussion until the next meeting was made by Mr. Murray and seconded by Mr. Harris and Ms. Voltz.

ADJOURNMENT:

There being no further business to come before the Board, and upon motion by Mr. Murray, seconded by Mr. Smith, the meeting was adjourned at 4:43 P.M.

The next meeting of the Sandusky Cemetery Board will be held **Wednesday, January 30, 2019 at 4:00 P.M.**, at the Chapel at Oakland Cemetery.

Melissa Vassallo, Acting Secretary

SANDUSKY CEMETERY BOARD

2917 Milan Road Sandusky, Ohio 44870

Kevin J. Zeiher
Secretary

October 30, 2018

Eric Wobser
City Manager
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

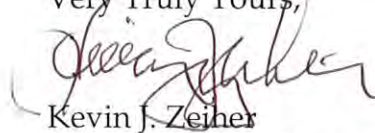
Re: Fee Increase

Dear Mr. Wobser:

The Sandusky Cemetery Board at its October 24, 2018 meeting reviewed the results of Cemetery Superintendent, Dan Hedberg's Fee Study and Cost Comparison for Oakland Cemetery. After some discussion, and upon Motion by Mr. Martin, seconded by Mr. Murray, it was proposed that the fees at the cemetery be increased by 9%.

The matter was discussed further by the board and after a vote approving the increase passed 4-2, the fees were increased by 9%. These increases in fees will become effective as soon as approved by the City Commission.

Very Truly Yours,

A handwritten signature in dark ink, appearing to read "Kevin J. Zeiher", written over a printed name.

Kevin J. Zeiher
Secretary to the Board

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE NEW FEE SCHEDULE AS RECOMMENDED BY THE CEMETERY BOARD FOR THE OAKLAND CEMETERY AND MEMORIAL PARK RULES AND REGULATIONS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Chapter 151 of the Codified Ordinances and the Rules and Regulations of the Oakland Cemetery and Memorial Park, the Cemetery Board is authorized to establish, increase, and decrease fees, prices and charges, subject to approval by the City Commission; and

WHEREAS, the City Commission approved a new fee schedule to the Oakland Cemetery and Memorial Parks Rules and Regulations by Ordinance No. 15-068, passed on May 11, 2015, to increase all fees by 10%, which became effective on June 1, 2015; and

WHEREAS, this City Commission approved a new fee schedule to the Oakland Cemetery and Memorial Parks Rules and Regulations by Ordinance No. 18-116, passed on May 29, 2018, to increase the Garden Mausoleum Crypts and Columbarium Niches by 3%, plus \$50.00 to cover the inscription expenses on the Crypt, as well as a 10% increase on the one-time charge for ongoing care and maintenance, which became effective on July 1, 2018; and

WHEREAS, City Staff was asked by the Cemetery Board earlier this year to compare current prices again with those of surrounding cemeteries and as a result, the Cemetery Board is proposing a 9% increase for all prices, except the Garden Mausoleum Crypt and Columbarium Niches, to more closely reflect other surrounding cemeteries; and

WHEREAS, the proposed fee increases were approved and recommended by the Cemetery Board at their meeting on October 24, 2018, and if approved, will become effective on January 1, 2019; 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 approve the increases which will be effective on January 1, 2019, and allow the City to meet budgetary obligations; and

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

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

Section 1. Pursuant to Chapter 151 of the Codified Ordinances and the Oakland Cemetery and Memorial Park Rules and Regulations this City Commission approves the proposed fee schedule as recommended by the Cemetery Board to become effective on January 1, 2019, a copy of which is marked Exhibit "A" attached to this Ordinance and is specifically incorporated as if fully rewritten herein, and shall be available for inspection at the Cemetery Office.

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: November 13, 2018



Oakland Cemetery & Memorial Park Garden Mausoleum and Columbarium

2917 Milan Road
Sandusky, OH 44870
Phone: 419-627-5842
FAX: 419-627-5911
www.ci.sandusky.oh.us

FEE SCHEDULE **EFFECTIVE January 1, 2019**

Grave Space Charges (25% endowed)

<u>Area</u>	<u>Resident</u>	<u>With Special Care</u>	
		<u>Regular Price</u>	<u>Endowment Purchase</u>
Upright Monuments	\$510	\$630	Additional \$240
Flush Markers	\$450	\$570	Additional \$240
Area "Q" (Veteran)	\$435	\$465	Additional \$240
Urn Garden (Area "V")	\$180	\$215	Additional \$240
Area "J" and "U" (infant graves)	\$180	\$215	Additional \$240
Columbarium Niche	\$425	\$610	
Garden Mausoleum Crypts	\$2,000 - \$3,050	\$3,000 - \$4,550	
Cremation Boulders (\$1,100/side)	\$2,400		
No Interment Charge			
Double Depth	\$330	\$350	

Interment Charges (25% endowed)

<u>Type</u>	<u>Amount (Double Depth 2nd)</u>	<u>Double Depth 1st</u>
Adult*	\$600	\$655
Youth*	\$450	\$480
Infant*	\$240	\$460
Cremation	\$300	
Inurnment	\$240	
Entombment	\$480	
Oversized (grave over 8' long or 40" wide)	\$660	

*Grave size definitions: Adult (5' – 8'), Youth (3' – 5'), Infant (under 3')
During extended hours (based on arrival at Cemetery)

<u>Type</u>	<u>Additional Amount</u>
Weekdays after 3 p.m.	\$180
Saturday 10 a.m. – 3 p.m.	\$440 after 3 pm additional \$180
Sunday & Holidays 10 a.m. – 3 p.m.	\$545 after 3 pm additional \$180
Mausoleum Only Sunday & Holidays 10 a.m. – 3 p.m.	\$545

All Other Charges

<u>Disinterment</u>	<u>Amount</u>
Adult	\$1,080
Infant	\$655
Cremation	\$360

<u>Monument Foundations</u>	<u>Amount</u>
Minimum (556 sq. in.)	\$180
Over minimum (per sq. in.)	\$.29 sq. in

<u>Record Search</u>	<u>Amount</u>
First 3 names	N/C
More than 3 names	\$.27/ea.

<u>Other Fees</u>	<u>Amount</u>
Recording Deed/Affidavit	\$30
Straighten stone, single	\$25
Straighten stone, double	\$30
Misc. work per man/hour	\$38
Planting permit	\$1
Receiving vaults* (First 30 days)	\$120
Receiving vaults* (Each additional 30 days)	\$60
Emblem for cremation boulders front	\$80

*This fee is to be paid 30 days in advance and is not prorated.



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Angie Byington, Planning Director

Date: October 31, 2018

Subject: November 13, 2018 Commission Agenda Item – petitions for vacation of portion of Farwell Street and portion of 10' Alley located at 1800 Cleveland Road.

Item for Consideration: Cedar Point Park, LLC has submitted a petition for the vacation of a portion of Farwell Street located south of Cleveland Road and north of Cleveland Avenue abutting lots 854, 855, 856, 857, 858, 860 to the east and 867, 866, 865, 864, 863, 862, 861 to west and for the vacation of a 10' alley located south of Cleveland Road between 1706 Cleveland Road (Parcel 57-01884.000) and lots 854, 855 to the east.

Purpose: Generally, it is important for the City Commission to analyze and preserve streets and alleys for future planning endeavors or projects when possible. Street and Alley vacations should only be considered when the City can definitively determine there will not be a public use in the future and when the vacation will not land lock any parcels, nor adversely impact traffic circulation or adjacent properties.

Background Information: At the September 26, 2018 Planning Commission meeting the Commission unanimously recommended approval for the vacation of the above referenced alley and the described portion of Farwell Street. The applicant Cedar Point, LLC, applied to vacate these areas for a development project, yet to be determined. Planning staff recognizes that the mentioned portion of Farwell Street has been functioning as a vacated section for a period of time already and that Cedar Point Park, LLC currently owns the abutting parcels. Cedar Point Park, LLC is the only abutting property owner to the alley and the portion of Farwell Street. The proposed vacations will not land lock any property and the right-of-way is no longer of use for the public. Staff believes that the adjacent property owners will not be impacted, nor will it deny access to any properties. The City Engineering Department has reviewed the proposed vacation and stated that the applicant needs to obtain access to sewer and water lines through easements, similar to how previous vacations of Third Street were handled.

Correlation to the Comprehensive Plan:

The Comprehensive Plan calls for reimagining this section of Cleveland Road corridor. The proposed vacation will assist in the redevelopment of the Cleveland Road corridor.

Budgetary Impact:

There is no impact to the general fund.

Action Requested: It is requested that City Commission approve the proposed petition for the vacation of a portion of Farwell Street located south of Cleveland Road and north of Cleveland Avenue abutting lots 854, 855, 856, 857, 858, 860 to the east and 867, 866, 865, 864, 863, 862, 861 to west and for the vacation of a 10' alley located south of Cleveland Road between 1706 Cleveland Road (Parcel 57-01884.000) and lots 854, 855 to the east. It is requested that this ordinance take effect under Section 13 of the City Charter.

I concur with this recommendation:

Eric Wobser
City Manager

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



Petition for Vacation
City Right-Of-Way

JOHN HANCOCK

Typed or Printed Name of Circulator

326 E. MARKET STREET
SANDUSKY, OH 44870

Typed or Printed address of Circulator

(419) 625-7838

Phone Number of Circulator

The undersigned owners of lots in the vicinity

CEDAR POINT PARK, LLC

Respectfully petition that a portion of said street/alley/right-of-way described as follows:

0.2950 ACRES OF FARWELL STREET FARTHER
DESCRIBED IN LEGAL DESCRIPTION ATTACHED

Be vacated for the reason that it is no longer of use to the public and its vacation will not be detrimental to the general interest.

By signing this petition, we hereby support the proposed vacation and waive our right to public notice. Further, we realize that we shall be responsible for providing a completed petition including a complete legal description and a plat prepared by a professional, suitable for recording, and approved by the County Surveyor.

Name	Address	Date Signed
<u>E.W. Damp</u>	<u>ONE CEDAR POINT DRIVE</u>	<u>8-23-88</u>

(You may attach an additional sheet of paper if the space provided above is not adequate)

Office use only:

_____ \$500.00 filing fee

_____ Plat as detailed in "Right-of-Way Vacation Procedures", and approved by the County Surveyor

_____ Legal Description approved by the County Surveyor

_____ Completed form containing required signatures

CITY OF SANDUSKY
APPLICATION FOR PLANNING COMMISSION
APPROVAL

TYPE OF APPLICATION:

☐ Conditional Use Permit
☐ Flood Plain Variance
☒ Other

☐ Similar Main Use
☐ Front Yard Fence

APPLICANT/AGENT INFORMATION:

Property Owner Name: CEDAR POINT PARK, LLC

Property Owner Address: ONE CEDAR POINT DRIVE
SANDUSKY, OH 44870

Property Owner Telephone: (419) 627-2259

Authorized Agent Name: JOHN HANCOCK, P.E.

Authorized Agent Address: 326 E. MARKET STREET
SANDUSKY, OH 44870

Authorized Agent Telephone: (419) 625-7838

LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address: UNVACATED PART OF 10' ALLEY
& PART OF FARWELL ST. (SEE LEGAL
Legal Description of Property (check property deed for description): DESCRIPTION)
ATTACHED

Parcel Number: N/A Zoning District: N/A

DETAILED SITE INFORMATION:

Land Area of Property: ALLEY = 430 SF
FARWELL = 0.2950 AC (sq. ft. or acres)

Total Building Coverage (of each existing building on property):

Building #1: N/A (in sq. ft.)

Building #2: _____

Building #3: _____

Additional: _____

Total Building Coverage (as % of lot area): N/A

Gross Floor Area of Building(s) on Property (separate out the square footage of different uses – for example, 800 sq. ft. is retail space and 500 sq. ft. is storage space: N/A

Proposed Building Height (for any new construction): N/A

Number of Dwelling Units (if applicable): N/A

Number of Off-Street Parking Spaces Provided: N/A

Parking Area Coverage (including driveways): N/A (in sq. ft.)

Landscaped Area: N/A (in sq. ft.)

PROPOSED DEVELOPMENT (check those that apply):


- ☐ New Construction (new building(s))
- ☐ Addition to Existing Building(s)
- ☐ Change of Use in Existing Building(s)

Description of Proposed Development (Describe in detail your development plans, for example – proposed use, size of building or proposed addition, hours of operation, days of operation, seating capacity, etc.):

STREET & ALLEY VACATIONS FOR THE
10' ALLEY & PART OF FARWELL STREET.

APPLICATION AUTHORIZATION:

If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.

 8-09-18
Signature of Owner or Agent Date

PERMISSION TO ACT AS AUTHORIZED AGENT:

As owner of CEDAR POINT PARK, LLC (municipal street address of property), I hereby authorize JOHN HANCOCK to act on my behalf during the Planning Commission approval process.

 8-31-18
Signature of Property Owner Date

REQUIRED SUBMITTALS:

15 copies of a site plan/off-street parking plan for property
Application Fee: _____ Conditional Use Permit: \$100.00
Similar Main Use: \$100.00 Flood Plan Variance: \$100.00
Front Yard Fence: no charge Other: check with staff for fee

APPLICATION MUST BE COMPLETELY FILLED OUT!

STAFF USE ONLY:

Date Application Accepted: _____ Permit Number: _____
Date of Planning Commission Meeting: _____
Planning Commission File Number: _____



Petition for Vacation
City Right-Of-Way

JOHN HANCOCK

Typed or Printed Name of Circulator

326 E. MARKET STREET
SANDUSKY, OH 44870

Typed or Printed address of Circulator

(419) 625-7838

Phone Number of Circulator

The undersigned owners of lots in the vicinity

CEDAR POINT PARK, LLC

Respectfully petition that a portion of said street/alley/right-of-way described as follows:

430 S.E. ALLEY FARTHER DESCRIBED IN LEGAL
DESCRIPTION ATTACHED.

Be vacated for the reason that it is no longer of use to the public and its vacation will not be detrimental to the general interest.

By signing this petition, we hereby support the proposed vacation and waive our right to public notice. Further, we realize that we shall be responsible for providing a completed petition including a complete legal description and a plat prepared by a professional, suitable for recording, and approved by the County Surveyor.

Name	Address	Date Signed
<u>E. W. Deun</u>	<u>ONE CEDAR POINT DRIVE</u>	<u>8-23-18</u>

(You may attach an additional sheet of paper if the space provided above is not adequate)

Office use only:

_____ \$500.00 filing fee

_____ Plat as detailed in "Right-of-Way Vacation Procedures", and approved by the County

Surveyor

_____ Legal Description approved by the County Surveyor

_____ Completed form containing required signatures

CITY OF SANDUSKY
APPLICATION FOR PLANNING COMMISSION
APPROVAL

TYPE OF APPLICATION:

☐ Conditional Use Permit
☐ Flood Plain Variance
☒ Other

☐ Similar Main Use
☐ Front Yard Fence

APPLICANT/AGENT INFORMATION:

Property Owner Name: CEDAR POINT PARK, LLC

Property Owner Address: ONE CEDAR POINT DRIVE

SANDUSKY, OH 44870

Property Owner Telephone: (419) 627-2259

Authorized Agent Name: JOHN HANCOCK, P.E.

Authorized Agent Address: 326 E. MARKET STREET

SANDUSKY, OH 44870

Authorized Agent Telephone: (419) 625-7838

LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address: UNVACATED PART OF 10' ALLEY
& PART OF FARWELL ST. (SEE LEGAL
Legal Description of Property (check property deed for description): DESCRIPTION)
ATTACHED

Parcel Number: N/A Zoning District: N/A

DETAILED SITE INFORMATION:

Land Area of Property: ALLEY = 430 SF
FARWELL = 0.2950 AC (sq. ft. or acres)

Total Building Coverage (of each existing building on property):

Building #1: N/A (in sq. ft.)

Building #2: _____

Building #3: _____

Additional: _____

Total Building Coverage (as % of lot area): N/A

Gross Floor Area of Building(s) on Property (separate out the square footage of different uses – for example, 800 sq. ft. is retail space and 500 sq. ft. is storage space: N/A

Proposed Building Height (for any new construction): N/A

Number of Dwelling Units (if applicable): N/A

Number of Off-Street Parking Spaces Provided: N/A

Parking Area Coverage (including driveways): N/A (in sq. ft.)

Landscaped Area: N/A (in sq. ft.)

PROPOSED DEVELOPMENT (check those that apply):


- ☐ New Construction (new building(s))
- ☐ Addition to Existing Building(s)
- ☐ Change of Use in Existing Building(s)

Description of Proposed Development (Describe in detail your development plans, for example – proposed use, size of building or proposed addition, hours of operation, days of operation, seating capacity, etc.):

STREET & ALLEY VACATIONS FOR THE
10' ALLEY & PART OF FARWELL STREET.

APPLICATION AUTHORIZATION:

If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.


Signature of Owner or Agent

8-09-18
Date

PERMISSION TO ACT AS AUTHORIZED AGENT:

As owner of CEDAR POINT PARK, LLC (municipal street address of property), I hereby authorize JOHN HANCOCK to act on my behalf during the Planning Commission approval process.


Signature of Property Owner

8-31-18
Date

REQUIRED SUBMITTALS:

15 copies of a site plan/off-street parking plan for property	
Application Fee:	Conditional Use Permit: \$100.00
Similar Main Use: \$100.00	Flood Plan Variance: \$100.00
Front Yard Fence: no charge	Other: check with staff for fee

APPLICATION MUST BE COMPLETELY FILLED OUT!

STAFF USE ONLY:

Date Application Accepted: _____ Permit Number: _____
Date of Planning Commission Meeting: _____
Planning Commission File Number: _____

CITY OF SANDUSKY, OHIO
DEPARTMENT OF PLANNING

PLANNING COMMISSION REPORT

PETITIONS FOR VACATION OF PORTION OF
FARWELL STREET AND PORTION OF 10'
ALLEY LOCATED AT 1800 CLEVELAND
ROAD.

Reference Number: PC-19-18

Date of Report: 9-17-2018

Report Author: Greg Voltz, Planner



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

Cedar Point Park, LLC has submitted a petition for the vacation of a portion of Farwell Street located between 1800 Cleveland Road and 1810 Cleveland Road and for the vacation of a 10' alley located between 1706 Cleveland Road and 1800 Cleveland Road. The following information is relevant to this application:

Applicant: Cedar Point Park, LLC
One Cedar Point Drive
Sandusky, Ohio 44870

Authorized Agent: John Hancock, P.E.
326 E. Market Street
Sandusky, Ohio 44870

Site Location: A portion of Farwell Street located between 1800 Cleveland Road and 1810 Cleveland Road and for the vacation of a 10' alley located between 1706 Cleveland Road and 1800 Cleveland Road.

Zoning: North: "GB" – General Business
South: "GB" – General Business, "R1-60" – Single-Family Residential
East: "GB" – General Business
West: "GB" – General Business

Site Area: Alley – 430 SF, Farwell Street – 0.2950 Acres

Existing Use: Vacant – City right-of-way

Proposed Use: The proposed vacated area will split between parcels currently owned by Cedar Point Park, LLC

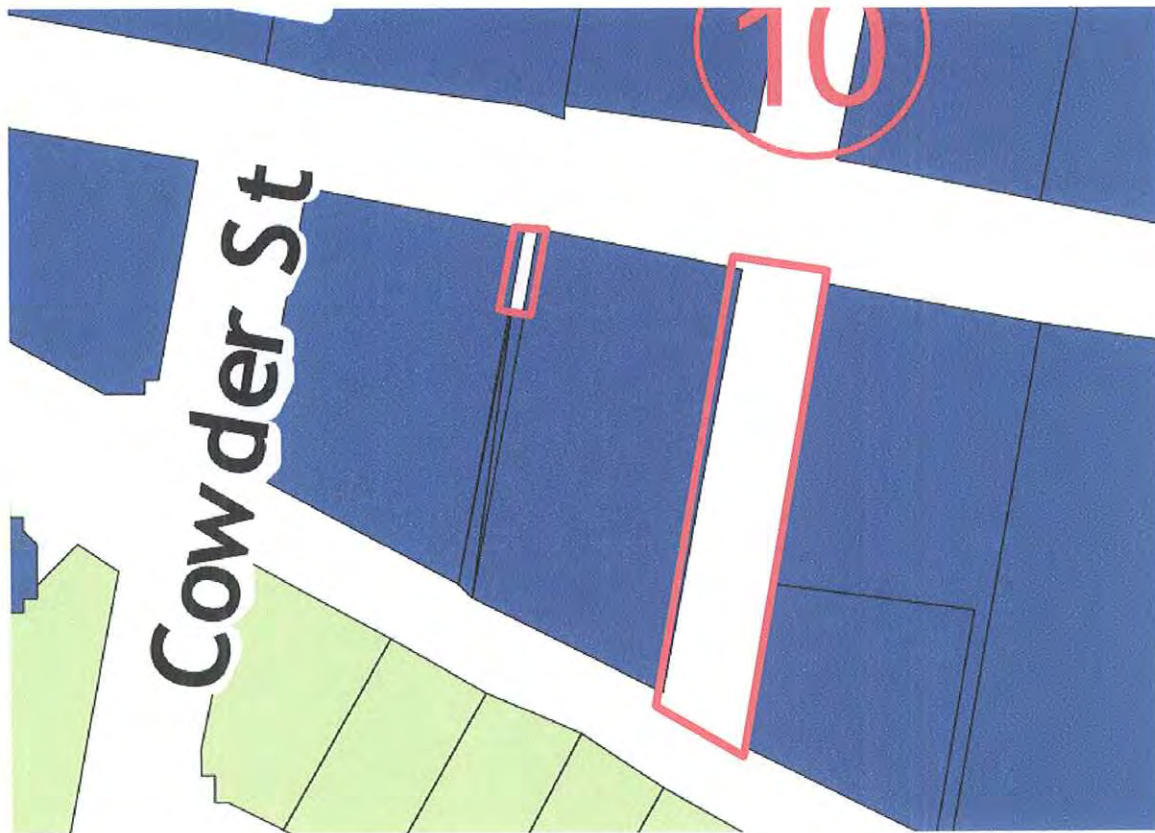
SITE DESCRIPTION

The alley proposed to be vacated is located adjacent to lots fronting Cleveland Road (Parcels 57-01884.00 and 57-014694.000). The second right-of-way proposed to be vacated is located adjacent to the lots fronting Cleveland Road (Parcels 57-014694.000 and 57-04750.000) and parcel 57-01775.000. The parcels adjacent to the two right-of-ways are currently zoned as "GB"/ General Business.

Per the Ohio Revised code the proposed vacation of the alley and street would be divided between the property owners, however the only adjacent property owner is Cedar Point Park, LLC. The applicant proposes to utilize the area for future development of these parcels.

Please see below for an aerial photo, and zoning map of the subject property.





ENGINEERING STAFF COMMENTS

The City's Engineering staff has reviewed the proposed vacation and stated that the applicant needs to maintain access to sewer and the City of Sandusky would request an easement to maintain access to 36" interceptor sewer on Farwell Street. The owner would also need to coordinate with Ohio Edison for any electrical service

BUILDING STAFF COMMENTS

The City Building Official has reviewed the proposed vacation and has no issues.

POLICE DEPARTMENT COMMENTS

The Police Department has reviewed the proposed vacation and has no issues.

FIRE DEPARTMENT COMMENTS

The Fire Department has noted that they have reviewed the proposed vacation and has no issues.

CONCLUSION/RECOMMENDATION

In conclusion, planning staff has no objection to the Sandusky City Planning Commission recommending approval of the requested vacations to the City Commission because vacation of the alley and Farwell Street will not adversely impact the adjoining properties and Cedar Point Park, LLC currently owns all the adjacent parcels. The current area will not land lock any property and the right-of-way is no longer of use for the public.

Planning Commission
September 26th, 2018
Meeting Minutes

The following members were present: Mr. David Miller, Mr. David Waddington, Chairman Zuilhof, Mr. McGory, Mr. Galea, and Mr. Whelan. Ms. Angie Byington, Mr. Greg Voltz represented the Planning Department; Mr. Trevor Hayberger represented the Law Department and Ms. Casey Sparks, Clerk from Community Development. Mr. Jim Jackson arrived at 5:00 PM.

Mr. Miller motioned to approve the minutes from August 2, 2018; Mr. McGory seconded the motion.

Mr. Miller motioned to approve the minutes from August 22nd, 2018; Mr. McGory seconded the motion.

Chairman noted the agenda change on item four, Shoreline Drive discussion of traffic calming and safety alternatives including alternate A.

Chairman Zuilhof stated the application is from Cedar Point Park, LLC for petitions for the following vacations: a petition for the vacation of a portion of Farwell Street located between 1800 Cleveland Road and 1810 Cleveland Road and a petition for the vacation of a 10' alley located between 1706 Cleveland Road and 1800 Cleveland Road.

Mr. Voltz stated that Cedar Point Park, LC has submitted a petition for the vacation of a portion of Farwell Street located between 1800 Cleveland Road and 1810 Cleveland Road. Cedar Point Park, LLC has also submitted a petition for a 10' alley located between 1706 Cleveland Road and 1800 Cleveland Road, the existing use of the area is vacant building and land. The current zoning of the property is General Business. The alley proposed to be vacated is located between parcels 57-01884.000 and 57-04694.000. The proposed vacated portion of Farwell Street is located between parcels 57-04694.000, 57-0775.000, and 57-04750.000. The proposed vacation of the alley and street would be divided between the properties, in this case the only property owner is Cedar Point Park, LLC. The applicant proposed to utilize the area for future development of these parcels. Engineering staff has reviewed the proposed vacation and stated that the applicant needs to maintain access to sewer and water and would request easements to maintain access to a 36" interceptor sewer on Farwell Street.

Mr. Voltz stated that in conclusion planning staff has no objections to recommending approval of the requested vacation to City Commission contingent upon easements for Engineering to access and maintain the sewer line on Farwell Street.

Mr. McGory asked staff if the short alley just beneath Route 6 sign was ever extend further.

Mr. Voltz stated that this was previously vacated.

Mr. McGory asked staff if the larger Farwell street extension is this another roadway.

Mr. Voltz stated that this is the original Cleveland Ave right-of-way.

Mr. McGory asked if there is a requirement for the surrounding homes to weigh in regarding the proposed vacation.

Mr. Voltz stated that if Cleveland Ave were to be vacated it would be a requirement but not for this area.

Mr. McGory stated that because there is right-of-way between the properties it is not necessary, their property would have to abut this area for notification requirements.

Mr. Miller ask if the application is an encroachment on easement.

Mr. Voltz stated that it would appear to be an encroachment on the easement.

Mr. Miller ask if they were to combine the lots is there still a prohibition about building onto of the sewer.

Mr. Voltz stated that they will be restricted to 15' on either side of the easement in which they would not be able to build.

Mr. McGory made a motion to approve the vacations of both parcels with staff's conditions; Mr. Whelan seconded the motion.

With no further discussion the motion passed 7/0.

Chairman Zuilhof stated that the next item on the agenda is discussion of traffic calming and safety alternatives.

Ms. Byington stated Planning Commission has previously approved a conceptual drawing for Shoreline Drive. During the design process thought has been given to the east end of Shoreline Drive specifically to improve pedestrian and vehicular safety. Your packets have alternative A, this evening they are looking for input and opinion on the proposed alternatives from the Commission. The final plan will still come back to Planning Commission approval, Mr. Klein is here to explain the alternatives.

Mr. Klein stated that he can explain how they arrived at this point and explain what they are proposing through the design build process. This came to Planning Commission in November and City Commission in December, City Commission decided to go with the design build process. The design build process takes the plan to 30%. Going through this process, the budget numbers began looking high so they began looking at several possibilities. When it got to the far east end of the street, there was a lot of discussions regarding safety, the consultants knew the conversations that had happened during the planning process and why that drive entrance was to be closed off at the park. The base bid in design build documents only showed a buffer between the condos drive entrance and the roadway. This could be accomplished with a curbed buffer or rain gardens, however this is not fully designed as it is only at 30%. This area needs to be improved from a safety standpoint it is a blind turn. The reason in the plans presented only two options is because they need to show cost on these options. They tried to determine if there is a cost savings with closing the east end of the road. They received the base bid price and the alternate price. Staff would like to go to Commission in October stating that we are not certain of what we are going to do, however we want to include the alternatives and costs. We initially have developed concepts, we now need to develop a design. Looking for support for this body to say that something needs to be done. Staff has not seen the traffic accident reports but would not want to wait until something happens, they will do the public process and get buy in for the final recommendations.

Mr. McGory ask staff if one of the alternative is that they clean up the area and leave it how it is.

Mr. Klein stated that is correct.

Mr. McGory ask if the second alternative is change to change it from a thru public street to a private drive for condos.

Mr. Klein stated that a private drive is not an alternative they are proposing and explained the proposed drive entrance.

Mr. Wobser stated that drive proposed is to be access drive that would prohibit all 13 condos from all backing into Shoreline Drive.

Mr. McGory stated that another option that they are considering is to close off the entrance to Water Street and extend green space to the condos.

Mr. Klein confirmed that this is one of the options, closing the street and create green space.

Mr. Klein stated that everything is on the table.

Mr. Whelan asked if there a visual representation for an option of closing the street where the rain gardens behind the condominiums.

Mr. Klein stated that this does not occur until the drawings are at 60%.

Mr. Miller asked if it is the case that the western entrance of the park is eliminated in all alternatives, is that within the base bid.

Ms. Byington stated the ideas that they would like to get from the Commission this evening would be thoughts on narrowing the road to try to calm traffic, a large bump out, and determine if you are all in agreement that something needs to be done and if so what needs to be done.

Mr. Galea asked if whatever alternative is selected, a driveway will need to be maintained to these condos. The question could be is if it is a thru drive or a private drive.

Mr. Miller confirmed if the commission is to task engineering, planning staff, or the consultants to come up with a range of possibilities.

Mr. Klein stated that they will be looking to Commission and everyone for ideas, however they will have a budget so there will be give and take.

Mr. Miller asked with any alternative that would be considered would there be a trade off with something else on the project. Are there line items for certain aspects of the project, for example is there a certain budget for utilities and a certain budget for streetscape work.

Mr. Klein stated that those conversations have been occurring for two months and they reduced the scope of the project to meet the available budget that they had. They are proposing burying some of the utilities from Wayne Street to the marina, just that piece. If those things are locked in they will stay, if an alternative stays in they could see if there is savings elsewhere or come back to commission to get additional funding. The City Manager's office is trying to find funding to accommodate certain things such as this.

Mr. Zuilhof stated that he was hoping for utilities to be buried along Shoreline Drive, he is worried that whatever does not get done in this process we will have to wait a long time to get done.

Mr. Wobser stated the through this process stakeholders expressed that they would like to see the utility lines buried as much as possible. The base bid we had as Wayne Street to marina, we do not have the funds available to go east of Wayne Street. It would be an additional \$400,000-500,000 to bury the lines from Wayne to Hancock, however we will look to find alternative funding if possible. For safety and aesthetics the city would like to bury as much as possible.

Mr. Zuilhof stated another idea for cost savings would be to eliminate separated bike lanes within this area to reduce cost.

Mr. Wobser stated that he would not eliminate the bike path within this area, this is supposed to be mile zero for people to go on and off the back bike path downtown. The plans call for allowing pedestrians and bikers to share the sidewalk which does not appear to be uncommon.

Mr. Klein stated that if utilities are not buried now staff will not be going back to them for another 15 years. Now would be the best time to do bury the utilities.

Mr. Zuilhof stated that expanding the park and eliminate motor vehicle traffic could cause an issue because it would make public uses right under the windows of the condominiums, and he would suggest a small buffer.

Mr. Galea stated that if it should come to pass that Shoreline Drive is closed there could be a berm or permanent landscaping so park users will be encouraged to the park area and away from the access drive, creating a barrier for privacy of the residents in that area.

Mr. Zuilhof stated that the Bayfront Corridor Committee was invited to listen to presentation. That committee will be discussing this on their regular scheduled meeting. If there is interest in hearing public comment the commission will need to make a motion to take public comment.

Mr. McGory moved to hear public comment; Mr. Whelan seconded the motion.

Tim Schwanger, stated that he was under the impression that Planning Commission was going to approve alternate A which included closing off Shoreline Drive between Franklin and Hancock Street. Mr. Schwanger ask if the agenda was amended.

Mr. Zuilhof stated that it was amended and they are here to review options provided by Engineering on this issue.

Mr. Schwanger stated that there is an issue with the park entrance, he would support closing off the entrance to the park not closing the street.

Mr. Wieber, 335 East Water Street, thanked the Commission for allowing him to comment on improving safety and calming traffic. He lives in the condos along Shoreline Drive and he has witnessed a number of times where a car nearly misses children and bikers. There is a blind curve when approaching from the east and there is only 30' between the edge of the building crosswalk as it terminates into East Water Street. People speed within this location. He has also witnessed ODNr dodge people when trying to back out of their research vessels into their facility. He believes that closing this street will assist in calming the traffic and creating a safe area.

Mr. McGory asked Mr. Weber if as a resident he supports the closing of the street completely.

Mr. Weber stated that he does support closing the street completely.

Marcy Platt, 1217 Columbus Ave stated that looking at the drawing she is wondering why they are not concerned about parking. She believes the intersection of Facer Park is worse than the area of Shoreline Park.

She stated that she is concerned about the proposed back in parking, if the commission is really concerned about safety they should review this issue again.


Mr. Galea stated that in light of the comments made and what Mr. Klein stated on behalf of what engineering and staff want to do, he would like to make a motion to support engineering and staff to study and develop traffic calming and safety alternatives for the east end of Shoreline Drive at their discretion, otherwise not taking any options off the table, also concurrent with that to bury the utilities along Shoreline Drive recognizing that this may be our one shot for the foreseeable future to do that; Mr. Waddington seconded the motion. Mr. Waddington seconded the motion.

With no further discussion the motion was passed 7/0.

Mr. McGory motioned to adjourn the meeting; Mr. Jackson seconded the motion.

With no further business, the meeting at 5:21 PM.

APPROVED:



Debi Eversole, Clerk

Casey Sparks



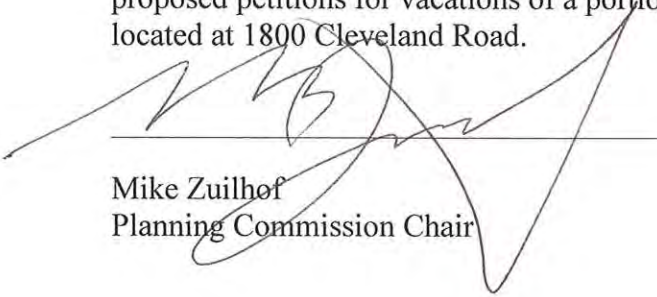
Michael Zuilhof, Chairman



Department of Planning and Development

October 31, 2018

Planning Commission at the September 26th, 2018 meeting recommended approval for the proposed petitions for vacations of a portion of Farwell Street and a portion of a 10' alley located at 1800 Cleveland Road.



Mike Zuilhof
Planning Commission Chair

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF FARWELL STREET SOUTH OF CLEVELAND ROAD AND NORTH OF CLEVELAND AVENUE AND LOCATED EAST OF LOTS 854-858 & 860 AND WEST OF LOTS 861-867 AND VACATING A PORTION OF AN ALLEY SOUTH OF CLEVELAND ROAD LOCATED EAST OF 1706 CLEVELAND ROAD AND WEST OF LOTS 854-855, WITHIN THE CITY, AS SET FORTH ON THE VACATION PLATS, COPIES OF WHICH ARE MARKED AS EXHIBITS “A-2” AND “B-2”, ATTACHED TO THIS ORDINANCE AND INCORPORATED HEREIN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, Section 723.04 of the Ohio Revised Code provides for statutory proceedings to vacate a street, alley, or portion thereof by the legislative authority upon petition by a person owning a lot in the immediate vicinity of the street or alley; and

WHEREAS, the petitioner, Cedar Point Park, LLC, (an entity of Cedar Fair, L.P.), as the only abutting property owner, is consenting to and signed the Petition for Vacation which dispensed with the notice requirement contained in Section 723.06 of the Ohio Revised Code; and

WHEREAS, the City’s Engineering Department, Police Department, Fire Department and Building Department have reviewed the petition for vacation and do not object but it was stated that the applicant will need to obtain access to sewer and water lines through easements; and

WHEREAS, the Sandusky Planning Commission considered this vacation request at its September 26, 2018, meeting and resolved unanimously to recommend approval of the requested vacation; and

WHEREAS, pursuant to the requirements of Section 723.04 of the Ohio Revised Code, the Sandusky City Commission held a public hearing at its November 13, 2018, regularly scheduled meeting to consider the Planning Commission's recommendation for **approval** pursuant to Section 713.02 of the Ohio Revised Code; and

WHEREAS, this City Commission finds that there is good cause for such vacations as prayed for and that such vacations will not be detrimental to the general interest and is conducive to the general interests of the public and the area is no longer needed for any municipal purpose, and that they should be 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 Municipal Departments, including the Department of Community Development, 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. The portion of Farewell Street south of Cleveland Road and north of Cleveland Avenue and located east of Lots 854-858 & 860 and west of Lots 861-867, labeled as described on the vacation plat, with a total area of approximately 12,849.11 square feet (0.2950 acres) and as more fully described in the legal

description and vacation plat marked Exhibits "A-1" and "A-2" and a portion of an alley south of Cleveland Road and located east of 1706 Cleveland Road and west of Lots 854-855, labeled as described on the vacation plat, with a total area of approximately 430 square feet and as more fully described in the legal description and vacation plat marked Exhibits "B-1" and "B-2", attached to this Ordinance and specifically incorporated herein, be and the same are hereby vacated pursuant to the Ohio Revised Code, Section 723.08 and is a revocation of the acceptance thereof by this City Commission.

Section 2. The said vacations be and hereby are subject to the permanent easements for public utility purposes in such vacated premises as set forth in Section 723.041 of the Ohio Revised Code.

Section 3. The Clerk of the City Commission be instructed to endorse upon the plats, the City Commission action in vacating such portion of the street and alley and to cause said plats to be recorded in the office of the Erie County Recorder and to notify the Auditor of Erie County of such vacations, by sending him a copy of this Ordinance.

Section 4. 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 5. 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 6. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

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

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

Passed: November 13, 2018 (effective after 30 days)

FARWELL STREET VACATION
LEGAL DESCRIPTION

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 2, and being that part of Farwell Street (50 feet in width) lying south of Cleveland-Sandusky Road (formerly Ninth Street) (80 feet in width) and north of Cleveland Avenue (41.25 feet in width) as platted and denoted in the plat of the Sandusky Business Men's Association Subdivision No. 2, P.V. 6, Pg. 39, all references herein to the records of the Erie County Recorder, and being more particularly described as follows:

Beginning, for reference, at a 1" iron rod in a monument box found at the intersection of centerlines of Cleveland-Sandusky Road (80 feet in width) and Farwell Street (50 feet in width); thence, South 80°09'57" East with the centerline of Cleveland-Sandusky Road, a distance of 25.00 feet to a point; thence, South 9°51'41" West, a distance of 40.00 feet to a 5/8" iron rod set in the south right-of-way line of Cleveland-Sandusky Road as described in a perpetual easement and right-of-way for Cleveland-Sandusky Road, D.V. 152, Pg. 344, and the **TRUE POINT OF BEGINNING** for this description;

Thence, South 9°51'41" West with Lots 867 through 861 inclusive in said Sandusky Business Men's Association Subdivision No. 2, a distance of 265.46 feet to a 5/8" iron rod set in the north right-of-way line of Cleveland Avenue;

Thence, North 61°33'09" West with the northerly right-of-way line of Cleveland Avenue, a distance of 52.74 feet to a 5/8" iron rod set in the west right-of-way line of Farwell Street at the southeast corner of Lot 860 of said allotment;

Thence, North 9°51'41" East with Lots 860 through 854 inclusive of said subdivision, a distance of 248.62 feet to a 5/8" iron rod set in the south right-of-way line of Cleveland-Sandusky Road as described in D.V. 152, Pg. 345;

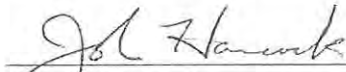
Page 2 of 2

Farwell Street Vacation

Thence, South 80°09'57" East with the south right-of-way line of Cleveland-Sandusky Road, a distance of 50.00 feet to the point of beginning, containing 0.2950 acres (12,849.11 SF) of land, more or less, subject to a permanent easement for purpose of maintaining, operating, renewing, reconstructing and removing existing utilities facilities and for access to said facilities.

This description was prepared by John Hancock, P.S. No. 6918 from a survey conducted in October, 2017. Bearings herein are based upon Ohio State Plane Coordinate System, NAD'83.

John Hancock & Associates, Inc.



John Hancock

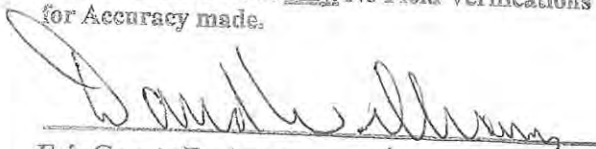
Registered Surveyor No. 6918



Date: AUGUST 6, 2018

File: dwg/256217/Surveying/Street Vacations/VacationLegals.docx

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

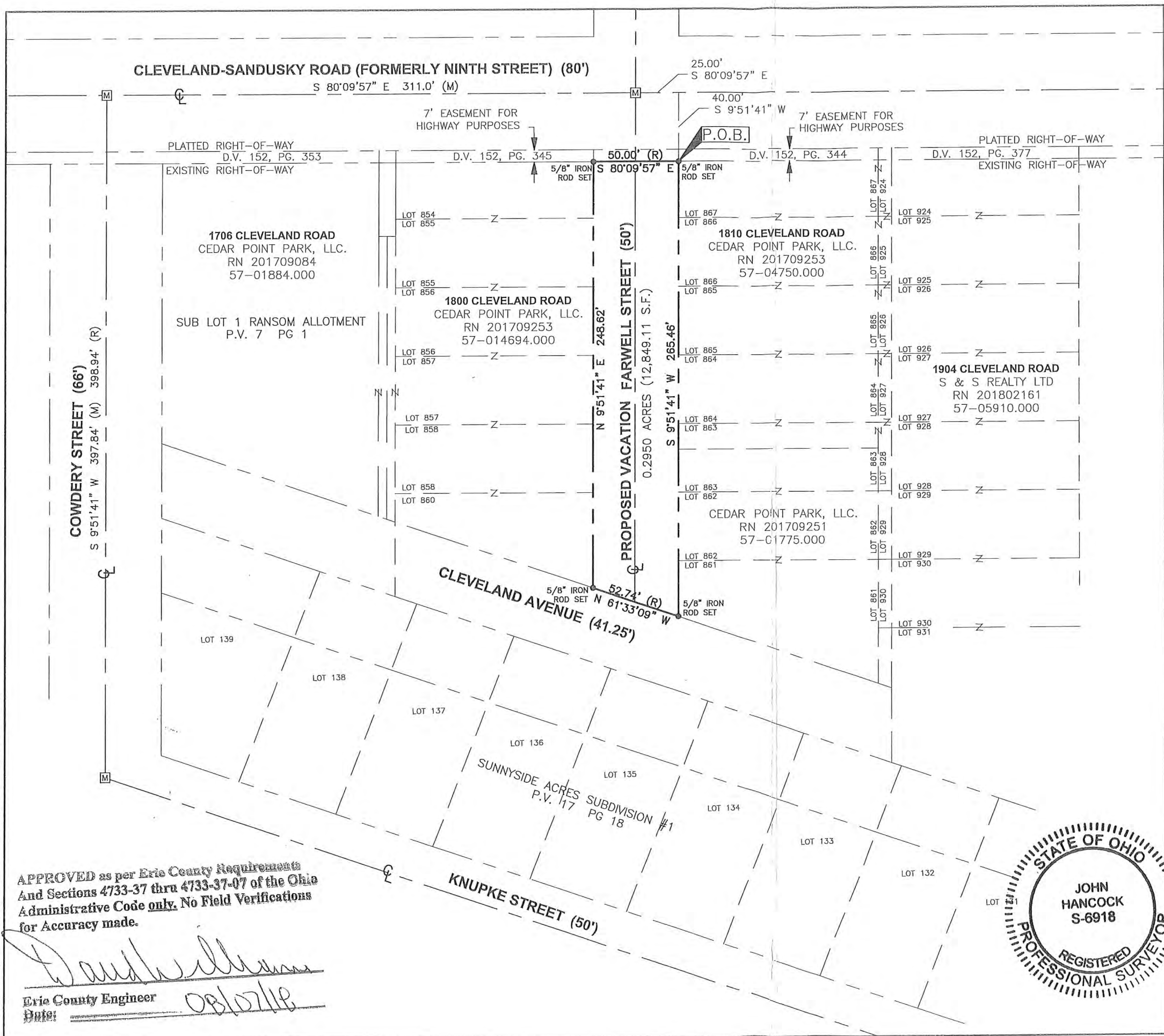


Erie County Engineer

Date: _____

08/07/18

X:\256217\Surveying\CAD Drawings\2562-VACATION.dwg



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

David Williams
Erie County Engineer
Date: 08/07/18



BEARINGS HEREON ARE BASED UPON OHIO
STATE PLANE COORDINATE SYSTEM NAD '83.

I HEREBY CERTIFY THAT THIS PLAT WAS
PREPARED FROM AN ACTUAL FIELD SURVEY
OF THE PREMISES CONDUCTED BY ME
PURSUANT TO CHAPTER 4733-37 OF THE
OHIO ADMINISTRATIVE CODE.

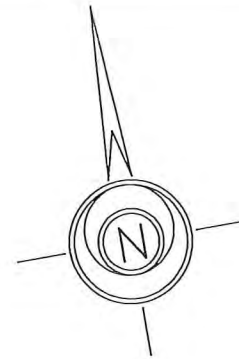
John Hancock
JOHN HANCOCK, P.S.
OHIO R.L.S. 6918

DATE: August 6, 2018

LEGEND

- (R) RECORDED DISTANCE
- (M) MEASURED DISTANCE
- MONUMENT SET AS NOTED
- [M] MONUMENT BOX WITH 1" IRON PIN

SCALE IN FEET
0 30 60 120
SCALE: 1" = 60'
HORIZONTAL SCALE IN FEET



REVISED:

PLAT OF SURVEY VACATION OF PART OF FARWELL STREET

SANDUSKY BUSINESS MEN'S ASSOCIATION SUBDIVISION NO.2

P.V. 6, PG. 39

WARD 2, CITY OF SANDUSKY, ERIE COUNTY, OHIO

John Hancock & Associates, Inc.
ENGINEERS • SURVEYORS

326 E. Market St. • Sandusky, Ohio 44870 • (419) 625-7838

JOB NO.:	256217
DRN BY:	BLH
FILE NO.:	2562-VACATION
DATE:	8/06/18
SHEET NO.:	1 OF 1

ALLEY VACATION
LEGAL DESCRIPTION

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 2, and being part of that strip of land ten (10) feet in width south of Cleveland-Sandusky Road (formerly Ninth Street) (80 feet in width), east of Sub Lot 1 of Ransom Allotment, P.V. 7, Pg. 1, and west of Lot 854 and part of Lot 855 of Sandusky Business Men's Association Subdivision No. 2, P.V. 6, Pg. 39, all references herein to the records of the Erie County Recorder, and being more particularly described as follows:

Beginning, for reference, at a 1" iron rod in a monument box found at the intersection of centerlines of Cleveland-Sandusky Road (80 feet in width) and Cowdery Street (66 feet in width); thence, South $80^{\circ}09'57''$ East with the centerline of Cleveland-Sandusky Road, a distance of 170.30 feet to a point; thence, South $9^{\circ}51'41''$ West, a distance of 40.00 feet to a $5/8$ " iron rod set in the south right-of-way line of Cleveland-Sandusky Road, same being the northwest corner of lands of Cedar Point Park, LLC, RN 201709253 at the right-of-way line of Cleveland Sandusky-Road as described in a perpetual easement and right-of-way for highway purposes, D.V. 152, Pg. 345, and the **TRUE POINT OF BEGINNING** for this description;

Thence, South $9^{\circ}51'41''$ West with said lands, a distance of 43.00 feet to a $5/8$ " iron rod set;

Thence, North $80^{\circ}09'57''$ West, a distance of 10.00 feet to a $5/8$ " iron rod set;

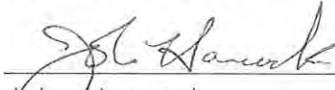
Thence, North $9^{\circ}51'41''$ East with the lands of Cedar Point Park, LLC, RN 201709084, a distance of 43.00 feet to a $5/8$ " iron rod set in the south right-of-way line of Cleveland-Sandusky Road;

Page 2 of 2
Alley Vacation

Thence, South 80°09'57" East, with the south right-of-way of Cleveland-Sandusky Road, a distance of 10.00 feet to the point of beginning, containing (430 SF) of land, more or less, subject to a permanent easement for purpose of maintaining, operating, renewing, reconstructing and removing existing utilities facilities and for access to said facilities.

This description was prepared by John Hancock, P.S. No. 6918 from a survey conducted in October, 2017. Bearings herein are based upon Ohio State Plane Coordinate System, NAD'83.

John Hancock & Associates, Inc.



John Hancock

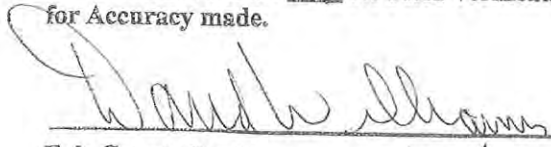
Registered Surveyor No. 6918



Date: AUGUST 6, 2018

File: dwg/256217/Surveying/Street Vacations/VacationLegals.docx

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



Erie County Engineer
Date: 08/08/18

X:\256217\Surveying\CAD Drawings\2562-VACATION.dwg

COWDERY STREET (66')

S 9°51'41" W 397.84' (M) 398.94' (R)

CLEVELAND-SANDUSKY ROAD (FORMERLY NINTH STREET) (80')

S 80°09'57" E 311.0' (M)

170.30'

40.00'

S 9°51'41" W

7' EASEMENT FOR
HIGHWAY PURPOSES

P.O.B.

ORIGINAL NE CORNER OF SUB LOT 1
PLATTED RIGHT-OF-WAY

D.V. 152, PG. 353

D.V. 152, PG. 345

EXISTING RIGHT-OF-WAY

5/8" IRON
ROD SET

5/8" IRON
ROD SET

PROPOSED ALLEY VACATION
(430.00 S.F.)

③

①

LOT 854
LOT 855

1706 CLEVELAND ROAD
CEDAR POINT PARK, LLC.
RN 201709084
57-01884.000

5/8" IRON
ROD SET

5/8" IRON
ROD SET

LOT 855
LOT 856

1800 CLEVELAND ROAD

CEDAR POINT PARK, LLC.
RN 201709253
57-014694.000

SUB LOT 1 RANSOM ALLOTMENT
P.V. 7 PG 1

EAST LINE, SUB LOT 1
RANSOM ALLOTMENT

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

Erie County Engineer

Date:

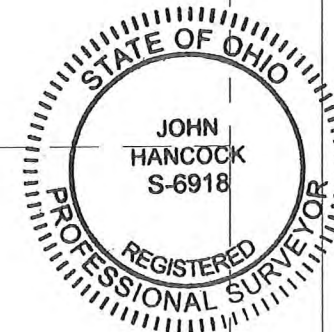
P.V. 7, PG. 1

CLEVELAND AVE

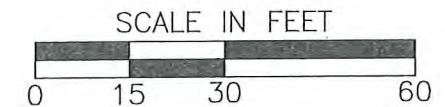
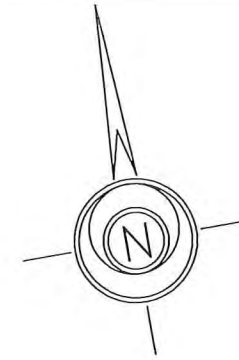
P.V. 6, PG. 39

LOT 858
LOT 860

10' ALLEY VACATED BY
ORDINANCE NO. 96-189



FARWELL STREET



SCALE: 1" = 30'
HORIZONTAL SCALE IN FEET

COURSE TABLE		
COURSE	DISTANCE	BEARING
①	43.00'	S 9°51'41" W
②	10.00'	N 80°09'57" W
③	43.00'	N 9°51'41" E
④	10.00'	S 80°09'57" E

LEGEND

- (R) RECORDED DISTANCE
- (M) MEASURED DISTANCE
- MONUMENT SET AS NOTED
- MONUMENT BOX WITH 1" IRON PIN

BEARINGS HEREON ARE BASED UPON OHIO
STATE PLANE COORDINATE SYSTEM NAD '83.

I HEREBY CERTIFY THAT THIS PLAT WAS
PREPARED FROM AN ACTUAL FIELD SURVEY
OF THE PREMISES CONDUCTED BY ME
PURSUANT TO CHAPTER 4733-37 OF THE
OHIO ADMINISTRATIVE CODE.

JOHN HANCOCK, P.S.
OHIO R.L.S. 6918

DATE: August 6, 2018

REVISED:

PLAT OF SURVEY

VACATION OF PART OF ALLEY

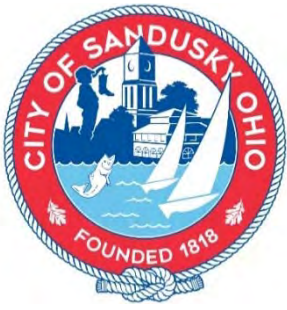
SANDUSKY BUSINESS MEN'S ASSOCIATION SUBDIVISION NO.2
P.V. 6, PG. 39 AND P.V. 7, PG. 1

WARD 2, CITY OF SANDUSKY, ERIE COUNTY, OHIO

John Hancock & Associates, Inc.

ENGINEERS • SURVEYORS
326 E. Market St. • Sandusky, Ohio 44870 • (419) 625-7838

JOB NO.: 256217
DRN BY: BLH
FILE NO.: 2562-VACATION
DATE: 8/01/18
SHEET NO.: 1 OF 1



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jeffrey Keefe, P.E.

Date: October 31, 2018

Subject: **Commission Agenda Item – Awarding of Columbus-Scott-Campbell Intersection Project Phase 3**

ITEM FOR CONSIDERATION: Ordinance awarding a contract to Perram Electric, Inc. of Wadsworth, Ohio for the Columbus-Scott-Campbell Intersection Project Phase 3.

BACKGROUND INFORMATION: The completion of the 2017 Campbell Street Resurfacing and Columbus-Scott-Campbell Intersection Project Phase 1 & 2 allow this project to proceed. This project will fulfill Phase 3 improvements, including signals, poles and final improvements to complete the pedestrian safety project. This intersection will have preemption equipment for Fire Department use.

This project will be partially funded by the National Transportation Act that has made available certain federal funding for use by Local Public Agencies through the Federal Highway Administration (FHWA) which has designated ODOT as the agency to administer FHWA's Federal Funding Programs through the Active Transportation (AT) project fund. Ordinance No. 18-018 was passed on January 22, 2018 to enter into an agreement with ODOT for this project.

The following three bids were received on October 11, 2018, at a formal public bid opening:

Miller Cable Company Green Springs, Ohio <i>ODOT determined this bid to be unresponsive</i>	Bid	\$168,210.00
U.S. Utility Contractor Co., Inc. Sandusky, Ohio <i>ODOT determined this bid to be unresponsive</i>	Bid	\$179,236.88
Perram Electric, Inc. Wadsworth, Ohio	Bid	\$173,912.36

The engineer's estimate was \$170,471.00. Perram Electric, Inc. has been determined to be the lowest and best bidder. The schedule for completion of construction is April 29, 2019.

BUDGETARY INFORMATION: The estimated cost of the project, based on bids, including inspection, advertising, and miscellaneous is \$179,000.00, with the total construction cost being \$173,912.36, and will be paid with the following funding:

ODOT Active Transportation Funding	\$125,000.00
Capital Projects Fund (Issue 8 infrastructure)	\$48,912.36

ACTION REQUESTED: It is requested that an Ordinance be awarded to Perram Electric, Inc. of Wadsworth, Ohio, for the construction contract in the amount of \$173,912.36 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for the contractor to order poles and equipment to complete the project before the completion date of April 29, 2019.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PERRAM ELECTRIC, INC. OF WADSWORTH, OHIO, FOR THE COLUMBUS-SCOTT-CAMPBELL INTERSECTION PROJECT PHASE 3; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Campbell Street Resurfacing and Columbus-Scott-Campbell Intersection Project has three (3) phases which together complete the resurfacing of Campbell Street from the Railroad tracks north to the Columbus Avenue, Scott Street, and Campbell Street intersection along with improvements to the intersection including signals, poles, and final improvements to complete the pedestrian improvements; and

WHEREAS, Phase 1 & 2 of the project is completed and Phase 3 will complete the improvements to the signals and poles, and the pedestrian safety improvements; and

WHEREAS, the National Transportation Act has made available certain Federal funding for use by Local Public Agencies (LPA's like the City of Sandusky) through the Federal Highway Administration (FHWA) which has designated ODOT as the agency to administer FHWA's Federal Funding Programs; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for awarded funds in the amount of \$125,000.00 through the Active Transportation (AT) Project program for a portion of the Columbus-Scott-Campbell Intersection Improvements Project by Ordinance No. 18-018, passed on January 22, 2018; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Columbus-Scott-Campbell Intersection Project Phase 3 by Resolution No. 035-18R, passed on August 27, 2018; and

WHEREAS, upon public competitive bidding as required by law two (2) non-responsive bids and one (1) appropriate bid were received and the bid from Perram Electric, Inc. of Wadsworth, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total estimated cost of this project based on bids, including inspection, advertising and miscellaneous costs is \$179,000.00 and the total construction cost of this project is \$173,912.36 of which \$125,000.00 will be paid with ODOT funds through the Active Transportation Project and the remaining balance of \$48,912.36 will be paid with Issue 8 infrastructure funds from the Capital Projects Fund; 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 project to be completed prior to the completion deadline of April 29, 2019; 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 Services, 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 contract with Perram Electric, Inc. of Wadsworth, Ohio, for the Columbus-Scott-Campbell Intersection Project Phase 3 in an amount **not to exceed** One Hundred Seventy Three Thousand Nine Hundred Twelve and 36/100 Dollars (\$173,912.36) consistent with the bid submitted by Perram Electric, Inc. of Wadsworth, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: November 13, 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: Jeff Keefe, P.E., CPESC, CPSWQ

Date: October 31, 2018

Subject: **Commission Agenda Item – Authorization to Bid 2018 Cedar Point (Chaussee) Water Tower Demolition Project**

ITEM FOR CONSIDERATION: Legislation authorizing the City to accept bids for the 2018 Cedar Point (Chaussee) Water Tower Demolition project.

BACKGROUND INFORMATION: The tank required annual repairs beyond general maintenance requirements for years prior to the last time it was in-service in 2012. It was not returned to service due to leakage following the 2012 repairs and would not sufficiently hold water and it has been determined that the tank cannot be salvaged and is no longer needed for service. A study completed in February 2011 by ARCADIS, evaluated the system hydraulics and justified that the tank is not necessary. The tank is located within an easement on private property and the easement will expire when the water tower and piping are removed from the site.

The Department of Public Works submitted an application to Ohio EPA on August 1, 2016, for the proposed plans for the City of Sandusky Cedar Point (Chaussee) Elevated Tank Decommissioning. Ohio EPA issued an approval letter on August 23, 2016, for the demolition of the 100,000-gallon elevated steel water tower. This approval is good for a 5-year period from the date of the letter.

The 2018 Cedar Point (Chaussee) Water Tower Demolition Project includes the removal of the tank and appurtenances, tank foundations and embankment, erosion control measures, capping of existing water main and disposal of materials. The existing tee in Cedar Point Road will be removed and replaced with a 10" diameter pipe. The site will be regraded and reseeded back to a pre-demolition condition.

BUDGETARY INFORMATION: The estimated demolition cost is \$65,500.00; additional costs include advertising and miscellaneous expenses in the amount of \$500.00 for a total estimated cost of \$66,000.00 from Water Funds.

ACTION REQUESTED: It is recommended that the proposed 2018 Cedar Point (Chaussee) Water Tower Demolition Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and to complete the demolition work over the winter and prior to anticipated improvements being performed by Cedar Point on Cedar Point Road before the opening of the Park in 2019.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, P.E., Director

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CEDAR POINT (CHAUSSEE) WATER TOWER DEMOLITION PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Cedar Point water tank was taken out of service in 2012 after years of repairs going beyond general maintenance; and

WHEREAS, the Cedar Point Water Tower is no longer salvageable and no longer needed for service and an application was submitted to the Ohio EPA on August 1, 2016, with proposed plans for decommissioning the Cedar Point Water Tank and the City received an approval letter on August 23, 2016, which is good for a 5-year period; and

WHEREAS, the proposed Cedar Point (Chaussee) Water Tower Demolition Project involves the removal of the water tank, appurtenances, foundation and embankment, erosion control measures, capping of the existing water main, and disposal of materials; and

WHEREAS, the total estimated cost of this project including advertising, and miscellaneous expenses is \$66,000.00 and will be paid with Water Funds; 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 bid the project, receive competitive prices and complete the project over the Winter and prior to anticipated improvements being performed by Cedar Point on Cedar Point Road before the opening of the Cedar Point Amusement Park in 2019; 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 upon its adoption; and NOW, THEREFORE

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Cedar Point (Chaussee) Water Tower Demolition Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with

the proposed Cedar Point (Chaussee) Water Tower Demolition Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Cedar Point (Chaussee) Water Tower Demolition Project as required by law.

Section 4. 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 5. 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 6. 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: November 13, 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: Jeff Keefe, P.E., CPESC, CPSWQ

Date: October 31, 2018

Subject: **Commission Agenda Item – Permission to Bid 2018 BIWW 42 Inch Valve Evaluation and Maintenance**

ITEM FOR CONSIDERATION: Legislation authorizing the City to accept bids for the 2018 BIWW 42 inch (") valve evaluation and maintenance.

BACKGROUND INFORMATION: The 2018 BIWW 42" Valve Evaluation and Maintenance improvements project will include the installation of an 84" casing pipe to provide access to the 42" valve and the 6" bypass valve on the raw water intake line at the Big Island Water Works plant. The turning rod to the 42" valve is sheared-off and will not allow the valve to be opened or closed. The only access to the valve at this time is at the bottom of a valve box that is approximately sixteen (16) feet underground and not accessible to allow the stem to be reconnected without a larger excavation.

When the valve is not in the full, open position, the plant does not have access to the full flow capacity of the 42" Raw Water Intake. With the new casing pipe in place, access to maintain and service the valves will be provided. When the valve is able to be fully opened, the plant will have access to the full capacity of the 42" raw water line.

BUDGETARY INFORMATION: The estimated construction cost is \$49,500.00 and advertising in the amount of \$500.00 for a total cost of \$50,000.00 from Water Funds.

ACTION REQUESTED: It is recommended that the proposed 2018 BIWW 42" Valve Evaluation and Maintenance be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and to complete the work to repair the valve to a functioning condition as soon as possible to allow full capacity of the water line for drinking water.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED BIWW 42 INCH VALVE EVALUATION AND MAINTENANCE PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the turning rod to the 42" valve on the raw water intake line at the Big Island Water Works is sheared-off preventing the valve from being opened or closed and the only access to the valve is at the bottom of a valve box which is approximately sixteen (16) feet underground and not accessible to reconnect the stem without a larger excavation; and

WHEREAS, when the valve is not in the full open position, the plant does not have access to the full flow capacity of the 42" raw water intake line; and

WHEREAS, the BIWW 42 Inch Valve Evaluation and Maintenance Project involves the installation of an 84" casing pipe to provide access to the 42" valve and the 6" bypass valve to repair the 42" valve and access to maintain and service the valves; and

WHEREAS, the total estimated cost of this project, including advertising and miscellaneous expenses is \$49,500.00 and will be paid with water funds; 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 bid the project, receive competitive prices and complete the work to repair the valve to a functioning condition as soon as possible to allow full capacity of the water line for drinking water; 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 upon its adoption; and NOW, THEREFORE

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed BIWW 42 Inch Valve Evaluation and Maintenance Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed BIWW 42 Inch Valve Evaluation and Maintenance Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed BIWW 42 Inch Valve Evaluation and Maintenance Project as required by law.

Section 4. 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 5. 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 6. 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: November 13, 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: Aaron M. Klein, P.E.

Date: October 31, 2018

Subject: Commission Agenda Item – Amendment #1 to Agreement for Recycling Services

ITEM FOR CONSIDERATION: Legislation approving Amendment #1 to the Agreement between the City of Sandusky, Ohio and F.S.I. Disposal / Fultz and Son, Inc.

BACKGROUND INFORMATION: On May 7, 2014, the City of Sandusky contracted with F.S.I. Disposal/Fultz and Son, Inc. (FSI) to provide bulk recycling services at the Service Center and Kiwanis Park. Republic Services (Republic), who is the successor to FSI, notified the City of their intention to terminate the contract on October 15, 2018, as a direct result of a significant loss of revenue. Understanding the importance of this service for the residents, the City and Republic immediately began exploring mutually beneficial options for ensuring bulk recycling services were not canceled immediately.

The attached amendment to the original agreement details that Republic will continue to service the twelve 10-yard containers through April 28, 2019, and the City agrees to pay a one-time, lump sum payment of \$30,000 within thirty days of the execution of the contract. This is an additional 27 weeks past the intended termination date. The original contract with FSI was performed at no charge to the City.

BUDGETARY INFORMATION: The cost of \$30,000 will be paid from the General Fund, however, the City has requested full reimbursement of these funds from the Erie County Solid Waste District.

ACTION REQUESTED: It is recommended that an Ordinance be passed approving Amendment #1 to the Agreement Between the City of Sandusky, Ohio and F.S.I. Disposal / Fultz and Son, Inc. and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to ensure no interruptions to the current bulk recycling program and to process payment for Republic Services for ongoing services.

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 AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SANDUSKY AND F.S.I. DISPOSAL / FULTZ AND SON, INC., WITH SUCCESSOR IN INTEREST REPUBLIC SERVICES OF SANDUSKY, OHIO, FOR SERVICES TO TRANSPORT COLLECTED RECYCLABLE MATERIAL FROM CITY-OWNED DROP-OFF COLLECTION SITES; AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO MAKE A ONE-TIME LUMP SUM PAYMENT TO REPUBLIC SERVICES IN THE AMOUNT OF \$30,000.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized and directing the City Manager to enter into a five (5) year agreement with F.S.I. Disposal / Fultz and Son, Inc., of Clyde, Ohio, for services to transport collected recyclable material from City-owned drop-off collection sites located at Kiwanis Park (2227 First Street) and the City Service Center (1024 Cement Avenue) by Ordinance No. 14-046, passed on April 28, 2014; and

WHEREAS, the City received written notification from Republic Services, as a successor in interest, of its intent to terminate the agreement between the City of Sandusky and F.S.I. Disposal/ Fultz and Son, Inc. dated May 7, 2014; and

WHEREAS, after negotiations, the City and Republic Services agreed to enter into an amendment to the agreement in lieu of terminating the agreement; and

WHEREAS, pursuant to the amendment, Republic Services will continue recycling services up to and including April 28, 2019, and the City will pay a one-time lump sum payment of thirty thousand and 00/100 dollars (\$30,000.00) to Republic Services and it is further agreed that the City will keep the twelve (12) 10-yard front load style roll-off containers at the termination of the agreement; and

WHEREAS, the one-time lump sum payment of \$30,000.00 will be paid from the General Fund, however, the City has requested full reimbursement of these funds from the Erie County Solid Waste District; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the amendment to ensure no interruptions to the current bulk recycling program and to process payment to Republic Services for ongoing 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 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. The City Manager is authorized and directed to enter into an Amendment to the Agreement between the City of Sandusky and F.S.I. Disposal / Fultz and Son, Inc., with successor in interest Republic Service of Sandusky, Ohio, for services to transport collected recyclable material from City-owned drop-off collection sites, substantially in the same form as Exhibit "A", 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. The City Manager and/or Finance Director is authorized and directed to make payment to Republic Services of Sandusky, Ohio, for continued recycling services in an amount **not to exceed** Thirty Thousand and 00/100 Dollars (\$30,000.00) pursuant to the amendment.

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: November 13, 2018

**Amendment #1 to the Agreement Between the City of Sandusky, Ohio
And F.S.I. Disposal / Fultz and Son, Inc.**

Whereas, Republic Services is a successor in interest to F.S.I. Disposal/ Fultz and Son, Inc.; and

Whereas, the City has received written notification from Republic Services of its intent to terminate the agreement between the City of Sandusky and F.S.I. Disposal/ Fultz and Son, Inc. dated May 7th, 2014; and

Whereas, after negotiations the Parties (the City of Sandusky and Republic Services) agree to an amendment to the original agreement in lieu of termination of the agreement; and

Now Therefore, the parties in exchange for mutual and satisfactory consideration do agree to the following as an Amendment to the May 7th, 2014 Agreement:

1. The Parties acknowledge that Republic Services is a successor in interest to F.S.I. Disposal/Fultz and Son, Inc. and therefore a proper party to the Agreement dated May 7th, 2014 between the City of Sandusky and F.S.I. Disposal / Fultz and Son Inc.

2. Republic Services agrees to continue recycling services as have previously been carried out, up to and including the termination date of the Agreement, April 28th, 2019.

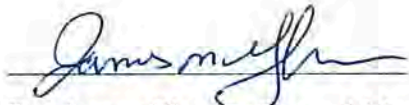
3. The Parties agree that Section 1 (B) of the Agreement is hereby amended in that the City will keep the twelve (12) 10-yard front load style roll-off containers at the termination of the Agreement and Republic Services will not purchase said containers.

4. The City agrees to pay a one-time lump sum payment of Thirty Thousand Dollars (\$30,000.00) to Republic Services in consideration of the above within thirty (30) calendar days of the date of execution of the Amendment.

5. All other conditions and covenants of the Agreement shall remain in full force and effect.

Republic Services

City of Sandusky:



By: James Glover, General Manager

Date: 10-24-18

By: Eric Wobser, City Manager

Date: _____

Approved as to Form:

Trevor Hayberger,
Acting Law Director

* * * * *

Certificate of Fiscal Officer

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations or certificates no outstanding.

Hank Solowiej, Finance Director