



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
FEBRUARY 28, 2022 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION Steve Poggiali
PLEDGE OF ALLEGIANCE
CALL TO ORDER
ROLL CALL D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray, D. Brady, S. Poggiali
APPROVAL OF MINUTES February 14, 2022
AUDIENCE PARTICIPATION
PRESENTATION
COMMUNICATIONS Motion to accept all communications submitted below
CURRENT BUSINESS

CONSENT AGENDA ITEMS

ITEM A – Submitted by Joshua Snyder, Public Works Engineer

WATER DISTRIBUTION SYSTEM MODEL AND REPORT (SECOND READING)

Budgetary Information: The amount for the professional services agreement is \$180,031, which will be funded entirely with Water Funds and will be updated in the 2022 Capital Budget and annual evaluation of water rates.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with Stantec Consulting Services, Inc. of Columbus, Ohio, to provide a water distribution system model and report.

ITEM B – Submitted by Cathy Myers, Commission Clerk

NEW LIQUOR PERMIT FOR SANDUSKY FOOD HALL BAR, LLC

Budgetary Information: There is no budgetary impact for this item.

Notice to Legislative Authority for a new D3 (*spirituosus liquor for on premises consumption only until 1 a.m.*) liquor permit for Sandusky Food Hall, LLC, located at 317 E. Washington Street.

ITEM C – Submitted by Cathy Myers, Commission Clerk

EXPEND FUNDS TO OHGO, CARE & SHARE AND VICTORY KITCHEN \$10,000 EACH

Budgetary Information: The three donations totaling \$30,000 will be paid from the American Rescue Plan Act Stimulus Funds, approved by Commission at the 08/23/21 meeting.

- 1. ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to OHgo to provide financial assistance for their community programs in the amount of \$10,000 from the American Rescue Plan Act Stimulus Funds; 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 expend funds to Care and Share of Erie County to provide financial assistance for their community programs in the amount of \$10,000 from the American Rescue Plan Act Stimulus Funds; 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 expend funds to Victory Kitchen to provide financial assistance for their community programs in the amount of \$10,000 from the American Rescue Plan Act Stimulus Funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Michelle Reeder, Finance Director

SUBMERGED LANDS LEASE PAYMENT TO ODNR FOR BATTERY PARK

Budgetary Information: The submerged land lease is payable by the City of Sandusky as the leaseholder. Sandusky Bay Investment reimburses the City for the cost of the lease pursuant to their agreement with the City. Since the amount is over \$10,000 it must be approved by City Commission.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to make payment to the Ohio Department of Natural Resources (ODNR), Office of Coastal Management for rental payment on submerged lands lease file no. SUB-0385-ER for the period of March 1, 2021, through February 28, 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Aaron Klein, Public Works Director

YARD WASTE COLLECTION 2022 EXTENSION

Budgetary Information: Based on service for a one day per week pick up at \$12.60 per home per month and a contract for nine months, the estimated amount for the 2022 Yard Waste Collection Service is \$73,143 based on last year's figure of 645 customers. This amount is subject to change due to additions and deletions of customers to the program. The cost of the service will be charged back to the customers in addition to a charge of \$0.50 per month for administrative costs.

ORDINANCE NO. _____: An ordinance authorizing and directing the City Manager to enter into a one (1) year contract extension with Browning-Ferris Industries of Ohio, Inc. D.B.A. Republic Services of Sandusky, Ohio, for yard waste collection service in calendar year 2022 which is available for the period of April 1, 2022, through December 21, 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Aaron Klein, Public Works Director

WASTEWATER TREATMENT PLANT SLUDGE HAULING FOR CY 2022

Budgetary Information: The estimated cost of disposal by the Wastewater Treatment Plant at the Erie County Sanitary Landfill for 2022 shall not exceed \$140,000, which will be paid out of the Contractual Services portion of the Operation and Maintenance Budget through the Sewer Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed appropriating funds for the dumping of class B bio solids (A.K.A. sludge cake) and other dewatered and compressed solids from the Wastewater Treatment Plant (WWTP) at the Erie County Sanitary Landfill for CY 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by Aaron Klein, Public Works Director

REFUSE AND RECYCLING CONTRACT

Budgetary Information: The cost of refuse and recycling collection at City properties is paid with General Funds, Recreation Funds and Water Funds in the amount of \$89,454.04, plus a contingency amount of \$2,500.00 for additional dumpster service. Collection of recyclables at the City's Drop-Off Recycling location at the Service Center is paid with General Funds and Ground Maintenance Funds in an amount not to exceed \$92,280.96. The previous cost for these services were \$76,040.02 and \$65,554.48, respectively. Total contract amount is not to exceed \$181,735.00.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Republic Services of Sandusky, Ohio, for refuse and recycling collection on City property and recycling collection at the City's Drop-Off Recycling location at the Service Center for the period of March 1, 2022, through February 28, 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM 1 – Submitted by Joshua Snyder, Public Works Engineer

PERMISSION TO BID THE EASTSIDE & WESTSIDE INTERCEPTORS CLEANING PROJECT

Budgetary Information: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs is \$690.461 paid solely with Sewer Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Eastside and Westside Interceptors Cleaning 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 2 – Submitted by James Stacey, Public Transit Administrator

SANDUSKY TRANSIT SYSTEM MEDICAID BILLING AGREEMENT

Budgetary Information: The City of Sandusky agrees to a variable monthly fee for services rendered. These fees will be based upon Medicaid Billing Solutions providing billing services with MBS-owned software. Billing includes on-site and/or video conferencing consultation visits to discuss billing and revenue and to train staff as necessary or requested. Medicaid Billing Solutions fees are the higher of \$150 per month or 3% of revenue received by the City of Sandusky as a result of MBS's billing services.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for billing services with Medicaid Billing Solutions, Inc., of Cincinnati, Ohio, for services related to the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Aaron Klein, Public Works Director

PURCHASE MOWER FOR GROUNDS MAINTENANCE AND APPROVE DISPOSAL OF OLD ONE

Budgetary Information: The total cost of a new Toro Groundsmaster 5910 Rotary Mower is \$124,521.50 and will be paid for using Capital Issue 8 Funds. This purchase will be included in the Capital Budget for 2022.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring a 1999 Toro 580 Mower as unnecessary and unfit for City use pursuant to Section 25 of the City Charter; authorizing and directing the City Manager to purchase a new Toro Groundsmaster 5910 Rotary Mower from Century Equipment of Toledo, Ohio, through the Sourcewell Cooperative Purchasing Program for the Grounds Maintenance Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Aaron Klein, Public Works Director

WASTEWATER TREATMENT PLANT EMERGENCY BACK-UP GENERATOR REPAIR PROJECT CONTRACT AWARD

Budgetary Information: The total cost of the project shall not exceed \$485,000 and shall be paid from Sewer Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Mosser Construction, Inc., of Fremont, Ohio, for the Wastewater Treatment Plant (WWTP) Emergency Back-up Generator Repair Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Jonathan Holody, Community Development Director

PROPERTY ASSESSED CLEAN ENERGY FINANCING FOR NAME ONE, YELLOWSTONE, LLC.

Budgetary Information: The City will be responsible for forwarding, to the lender, and special assessment payments it receives from Erie County related to the project site. The project will have an ongoing positive impact on the General Fund due to increased income and property taxes.

- 1. RESOLUTION NO. _____:** It is requested a resolution be passed approving the petition for special assessments for special energy improvement projects and affidavit under Ohio Revised Code Chapter 1710 and declaring the necessity of acquiring, constructing, installing, equipping, and improving certain public improvements in the City of Sandusky, Ohio, in cooperation with the City of Sandusky, Ohio Energy Special Improvement District, and declaring it an emergency (333 E. Washington Street Project); and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.
- 2. ORDINANCE NO. _____:** It is requested an ordinance be passed to proceed with the acquisition, installation, equipping, and improvement of certain public improvements in the City of Sandusky, Ohio, in cooperation with the City of Sandusky, Ohio Energy Special Improvement District, and declaring it an emergency (333 E. Washington Street Project); 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 levying special assessments for the purpose of acquiring, installing, equipping, and improving certain public improvements in the City of Sandusky, Ohio, in cooperation with the City of Sandusky, Ohio Energy Special Improvement District and approving project documents, and declaring it an emergency (333 E. Washington Street Project); and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 6 – Submitted by Mario D’Amico, Fire Chief

PURCHASE 5 SETS OF TURNOUT GEAR FOR FIRE DEPARTMENT

Budgetary Information: The total amount of this expenditure is \$19,375 with each set costing \$3,875. This purchase will be paid from monies in the EMS Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase five (5) Morning Pride Tails Turnout Gear, fire coat and pant sets through the Sourcewell Cooperative Purchasing Program from Municipal Emergency Services, Inc., of Southbury, Connecticut, for use in the Fire Department; 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

Online: www.ci.sandusky.oh.us – Click “Play” 



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E., Public Works Engineer

Date: February 2, 2022

Subject: **Commission Agenda Item – Water Distribution System Model and Report**

ITEM FOR CONSIDERATION: Ordinance to enter into agreement for professional services with Stantec Consulting Services, Inc. (Stantec) of Columbus, Ohio to provide a Water Distribution System Model and Report.

BACKGROUND INFORMATION: A Request for Qualifications (RFQ) from consulting firms to undertake the Water Model were received in June of 2021. Three qualification packets were received, of the three consulting firms, Stantec was selected as the most qualified to complete this work based upon their experience, professional expertise, and technical ability necessary to complete the required tasks.

Water modeling requires specialized software that the City does not possess. The process will require entry of existing data from the Engineering Department, Information Technology (GIS), Utility billing from Customer Accounting, Water Distribution, Big Island Water Works, the Fire Department, and others to ensure accuracy within the model and subsequent report.

The last full, Citywide water model was in 2006. Since then the City has had 3 partial models done, only as the need arose to help support a localized project in a specific neighborhood. However, with the recently completed and upcoming large scale water distribution projects taking place, there is a need to look holistically at the entire system again. Because water distribution systems involve networks of pipes and valves, staff specifically needs to know how the last 15 years of water system improvements have affected flows beyond the projects areas.

Recent and upcoming waterline projects that are not represented in the current model include the West Side Utility project (almost one mile of new, larger pipe along Venice Road), Meigs Street (1000 feet of new, larger pipe), Perkins Avenue (almost 2 miles of new water main), Warren Street (about one half mile of new main), Shoreline Drive (almost one mile of new water main), three Cedar Point Drive water main improvements, First Street, looping on Gartland Avenue, and Campbell Street. With other problem areas (River Avenue, Cleveland Road near CP Drive, Mills creek crossing at Tiffin Avenue, dead ends at three railroad crossings, the area around McArthur Park, etc.) in the conceptual design phase, these planned improvements not only improve the immediate area, but also the systems tributary to these main lines and will likely affect entire areas of the City as well as supplying wholesale amounts to Erie County.

These known projects have been based on repair and maintenance records indicating frequently damaged pipes that have a history of breaks. Although the aggressive replacement approach over the past 7 years has been effective, it has been more reactionary. Therefore, with only a few known “problem areas” remaining, this model update will allow staff to switch our approach to be more

proactive. As a wholesale provider of potable water for five counties, reliance on the City's system is very important.

Specific tasks of the model will include taking existing model data, converting, calibrating it, field measurements, field GIS work, facility data gathering, hydraulic model construction, and existing system analyses (including water age and quality) at various points throughout the City.

Deliverables will include a report on water age and quality, updated water distribution system mapping, and a hydraulic map showing areas of deficiencies, constrictions, potential "weak spots," and areas potentially non-compliant with EPA regulations. Additionally, it will recommend opportunities for line-looping for flow and redundancy and recommendations of storage or boosting of water pressure to aid in flow rates. Stantec will make recommendations for system improvements, which will most greatly impact the distribution system. Having these deliverables and using the recommendations as a guide will position Sandusky well to reduce its Insurance Service Office (ISO) rating scores (lower is better) for the "water supply" category while improving reliability of this infrastructure. Reducing insurance rates for residents and businesses would be a great byproduct of this study.

This contract with Stantec would be to update the model with all of the background information that has been gathered. Updating the hydraulic model involves quite a bit of analysis, tedious data entry, calibration, adjustments, and recalibration of the water system. The goal is to complete the water model by the end of 2022. The sewer model was updated in 2020 for \$174,000.00.

BUDGETARY INFORMATION: The amount for the professional services agreement is \$180,031 which will be funded entirely with Water Funds and will be updated in the 2022 Capital Budget and annual evaluation of water rates.

ACTION REQUESTED: It is recommended that an ordinance for a professional services agreement for the Water Distribution System Model and Report in the amount of \$180,031.00 with Stantec, Inc. be approved.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, P.E., Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH STANTEC CONSULTING SERVICES, INC., OF COLUMBUS, OHIO, TO PROVIDE A WATER DISTRIBUTION SYSTEM MODEL AND REPORT.

WHEREAS, the last extensive Citywide water model was completed 2006 and since that time, three (3) partial models were completed as necessary to support a localized project in a specific neighborhood, however, with the recently completed and upcoming large scale water distribution projects taking place, there is need to look holistically at the entire system again because water distribution systems involve networks of pipes and valves, and staff specifically needs to know how the last 15 years of water system improvements have affected flows beyond the projects areas; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the Water Distribution System Model and Report in which three (3) qualifications were received and evaluated by a selection committee and based upon their experience, professional expertise and technical ability necessary to complete the require tasks, Stantec Consulting Services, Inc. of Columbus, Ohio, was selected as the most qualified; and

WHEREAS, Stantec Consulting Services, Inc. will be providing professional services to provide a Water Distribution System Model and Report including using existing model data, converting, calibrating it, field measurements, field GIS work, facility data gathering, hydraulic model construction, and existing system analyses at various points throughout the City and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, deliverables will include a report on water age and quality, updated water distribution system mapping, and a hydraulic map showing areas of deficiencies, constrictions, potential "weak spots," and areas potentially non-compliant with EPA regulations, recommending opportunities for line-looping for flow and redundancy and for storage or boosting of water pressure to aid in flow rates, along with recommendations for system improvements, which will most greatly impact the distribution system; and.

WHEREAS, the cost of the Professional Services is \$180,031.00 and will be paid with Water Funds; 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. The City Manager is authorized and directed to enter into an agreement with Stantec Consulting Services, Inc. of Columbus, Ohio, for

professional services to provide a Water Distribution System Model and Report, 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 terms of this Ordinance, at an amount **not to exceed** One Hundred Eighty Thousand Thirty One and 00/100 Dollars (\$180,031.00).

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022 (effective after 30 days)

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”), made as of _____, 2022, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and Stantec Consulting Services, Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances, and regulations, and it is the intention of the City, in the exercise of its powers, to obtain professional services for the following project (the “Project”):

Project Name: Water Distribution System Model and Report

Director of Public Works:
Address:

Aaron Klein, P.E.
Department of Public Works
City of Sandusky
240 Columbus Ave
Sandusky, Ohio 44870

Architect/Engineer:
Contact:
Address:

Kwasi Amoah, P.E., PMP
Stantec Consulting Services, Inc.
1500 Lake Shore Drive, Suite 100
Columbus, OH 43204

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional services for the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services

made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

4.4. Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. Notice to Architect/Engineer. If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.

4.6. Legal Representation. The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. Definition. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$180,031.00 (one hundred eighty thousand and thirty-one dollars) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall

endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officials, officers, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to City Manager. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City Manager by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim to the City Manager. The City Manager shall render a decision on the request within thirty (30) days of receipt of the claim unless a mutual agreement is made to extend the time for decision. The decision of the City Manager shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6.

7.7. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.8. Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher

for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersedes all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at _____. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

EXHIBIT "1"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Stantec Consulting Services, Inc.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser
City Manager

APPROVAL:

EXHIBIT "1"

The legal form and correctness of the within instrument is hereby approved.

Brendan Heil
Law Director

CERTIFICATE OF FUNDS

In the matter of: Water Distribution System Model and Report

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC).

Dated: _____, 2022

CITY OF SANDUSKY, OHIO

EXHIBIT "1"

By: _____
Michelle Reeder, CPA
Finance Director

Account Number

Not to Exceed Amount



**City of Sandusky Citywide Water
Distribution Model Update Project**

Detailed Scope of Work and
Engineering Fee Estimate

December 22, 2021

EXHIBIT "A"

Prepared for:
City of Sandusky

Prepared by:

Kwasi Amoah
Kevin Alemany
Andrew Faley
Michael Georgalas



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EXHIBIT "A"



CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

introduction

INTRODUCTION

The City of Sandusky, Ohio (herein after referred to as the City) intends to undertake a citywide water distribution model update via this project. In summary, the project involves the following:

- Reviewing and utilizing existing electronic mapping, recent flow data, SCADA information and paper mapping data regarding the current water distribution system.
- Creating a comprehensive citywide water distribution system model in WaterGEMS. The entire citywide water distribution system model was last done in 2006 in WaterCAD.
- Calibrating the citywide water distribution system model for verification of accuracy of the data obtained.
- ArcGIS Data Schema Updates to support the planned data framework formalization and potential integration to the Utility Network

1.0 PROJECT MANAGEMENT AND COMMUNICATION

Stantec's project manager will simultaneously manage the four basic project elements: resources (people, equipment, and material), time (task durations, dependencies, critical path, and overall schedule), money (task and activity costs, budget adherence, and contingencies), and most importantly, scope (level of project detail, goals, and requirements). All these elements are interrelated and must be managed effectively.

This task will successfully initiate the project (discuss system issues, review and finalize administrative procedures, review and confirm scope and schedule, collect and confirm project data inputs) and provide ongoing project management (work planning, resource management, project control, project reporting and communication) support. A Project Implementation Plan (PIP) detailing the approach to be followed during the project will be prepared, and a digital copy provided to the City.

It is anticipated that this project shall be completed and closed out in twelve months following Notice to Proceed (NTP). The Stantec team will have approximately nine months from NTP to submit the Draft Report. See Appendix A for proposed project schedule.

1.1 KICK-OFF MEETING

Stantec will attend one (1) Kick-off meeting (up to two hours) involving key project team members and City staff involved in the Water Distribution System Model Update project. This kickoff meeting will serve to get the project team and the City staff on the same page as far as our approach to deliver this project. Presentation slides will be prepared for the meeting. We propose this meeting to be a combination of in-



CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

Data Collection and review

person and virtual for the project team. Stantec's key team leaders (five total) that interviewed for this project will attend this kickoff meeting.

1.2 PROJECT MEETINGS AND INVOICING

1.2.1 Monthly Progress Meetings/Conference Calls

Stantec's project manager and other key team members (up to three total) shall meet, either virtually or in-person or via a combination, with City personnel monthly to review the progress of this project, discuss technical solutions, address outstanding issues and potential problems. These meetings should include identification of work performed last period, work to be completed next period, critical action item status, and responsible parties to complete actions. Budget or schedule problems shall be identified, and corrective actions noted. Key discussion topics should comprise a significant portion of the meetings. The Stantec team shall provide the necessary graphics or agenda to facilitate discussions. This section of the scope of work also includes routine internal meetings to help advance the project. For budgeting purposes, a total of 6 monthly progress meetings are anticipated.

1.2.2 Monthly Invoicing with Progress Summary

Stantec will submit Progress Reports monthly in support of invoices. Progress Reports are to include a discussion of task progress through the period covered by the Progress Report, problems encountered, and solutions proposed and enacted, budget and schedule status, and status of deliverables.

1.2.3 Quality Control

This includes ongoing reviews throughout the project to ensure the conformance with the project requirements. Technical and Independent reviews will be completed on the Water Distribution System Model Update project deliverables.

Deliverables for Task 1.0:

- Presentation slides for kickoff meeting and meeting minutes.
- Six (6) monthly progress meetings.
- Up to six internal coordination calls as needed.
- Six (6) invoices and progress reports.

2.0 DATA COLLECTION AND REVIEW

This task includes providing the Stantec team with the data needed to complete the Citywide Water Distribution Model Update Project except for information associated with the City's GIS. Task 3 involves reviewing and updating the City's GIS, coordination of the GIS update with development of the hydraulic model, and GIS-related deliverables, such as creating a wall map and conducting training sessions.



CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

GIS Update

The Stantec team has been provided with some existing data by the City. This task will therefore focus on any additional information or data that will be needed to complete the model update. This separate data collection efforts will focus on physical and performance system data, water demand data, anecdotal knowledge, and current capital and operational costs. This activity will include collecting base plans and mapping, system inventory and physical data, existing water demand statistics, growth projections and scenarios, performance data, interviews with City staff, collection of City policies and service provision criteria, and relevant studies and reports. The expected outcome will be a resource directory identifying the location and format of information and data available or needed to complete the Citywide Water Distribution Model Update Project, as well as a list of unresolvable data gaps and resulting assumptions.

2.1 COLLECT AND DIGITIZE AVAILABLE OPERATIONAL DATA

Stantec will collect and digitize available operational data, creating spreadsheets and summaries of relevant observations. Stantec will collect available water meter / billing data from the City and analyze same. It is anticipated that this data will quantify system demands and trends.

In addition, team members will analyze available records of systems flows, pressures, hydrant flow tests, and other metrics as available.

2.2 COLLECT AND REVIEW PREVIOUS REPORTS AND PLANNING DATA

Stantec will collect any outstanding available studies, reports, planning data and other background information pertaining to the water system, and prepare a summary of key inputs and assumptions derived from the reports and planning data.

2.3 FACILITY VISITS

Stantec (up to two members) will visit all key system components and sites relevant to the Citywide Water Distribution Model Update Project; such as the existing surface water treatment plant, two water towers, and Cedar Point Tank; with City staff or designee. Stantec has assumed that these facility visits can be completed within one day.

Deliverables for Tasks 2.0:

- Memo summarizing key inputs and assumptions from reports and planning data.
- One (1) site visit to key facilities listed in Task 2.3.

3.0 GIS UPDATE

To support the Water Model update, Stantec will collaborate with the City regarding their current GIS data and how that data can be utilized to support the modeling effort as well as the desired increased development for the GIS data to support a formalized GIS data framework that can support a future anticipated Utility Network model. As discussed with the City, it is also imperative that the GIS data continue to provide support to the City's field staff while also allowing the data to be seamlessly utilized to support the modeling efforts.



CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

GIS Update

There are recommended components that are required within the GIS data. Those items include material, age, and diameter. At the same time, other useful information that can support the development of the model are items such as dirty water complaints, valve manufacturer, model, size and position, main break history, depth of installation, lining, inspection reports and condition assessment. Stantec has taken a cursory review of the City's current GIS data per previous discussions and the recent data request. With the data received back from the City, Stantec will conduct the following tasks.

3.1 FORMAL REVIEW OF GIS DATA

Upon receipt of the requested data from the City, Stantec will finalize the review of the GIS data received. From that review, Stantec will focus on two aspects of the data; a Spatial review and an Attribution review.

3.1.1 Review of Spatial data

Stantec will review and confirm the coverage of the data received. The coverage consists of whether the current data covers the entire service area for the City as well as all necessary water features required for the water model.

Stantec will compare the coverage against the 2009 Citywide AutoCAD distribution map and ensure that the necessary fittings, joints and tie-ins are all collected and available.

If the coverage does not consist of the entire service area, Stantec will provide that feedback back to the City. It should be understood that the lack of coverage will be a variable used in the development of the model.

3.1.2 Review of Attribution

Stantec will review the attribution of the GIS data. There are recommended fields required to support the water model development as well as additional attribution items that can prove beneficial as well. Stantec will finalize their review and provide feedback back to the City based on the completeness of the attribution.

Part of the review will consist of the City's desire to incorporate Flow Rate, Pressure and any other desired attributes from the model or other processes into the data. The review will consist of the data elements along with the source and update process of that data.

Additionally, to support the City's desire to enhance their current GIS data framework to support a future integration to the Utility Network, Stantec will also provide recommended updates to the current GIS data framework.



CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

GIS Update

3.1.3 Recommendation/Documentation for Updates

At the completion of these review tasks, Stantec will develop a Recommendation document to provide to the City regarding the current state of the data. Within the document, the recommendations will consist of Spatial Updates to support the water model development; Attribution Updates to support the water model development; as well as any as-needed Schema updates such as new fields/attributes. Updates to support the model development as well as optional Schema Updates to support the planned data framework formalization supporting the integration to the Utility Network.

Stantec will provide this document to the City for review. Following the City's review, Stantec will meet with the City to confirm those items presented and discuss options to address or next steps in the development.

3.2 ANTICIPATED DATA UPDATES

It is anticipated that there will be some GIS data updates that will have to occur to the current City data. These data updates will be coordinated within the entire context of the project relating to the timing of the model development and calibration. The following are potential options that the City may consider to address these data updates.

3.2.1 Coordinate with City on data updates

At the completion of the Data Review, and confirmation discussion with the City, based on the extent of the anticipated data updates, below are several options that the City could consider:

1. Field Collection: Stantec will collaborate with the City on the field data collection of the necessary needed data. Through the utilization of the City's current ArcGIS Online and Field Maps, Stantec can collect those necessary data items needed for the model development. Up to 120 hours of field work.
2. Engineering Drawings / Record Drawings: Stantec will collaborate with the City on gaining access to copies of electronic or paper engineering/record drawings to allow for the necessary data conversion/data update. From electronic and paper as-builts, water mains installed or replaced since 2006 will be fully integrated into the GIS including laterals, water meters, valves, hydrants, fittings and backflow preventors. Up to 120 hours of record drawing updates.
3. Data Integration Opportunities: There may be additional current data sources available within the City that can be used to assist in the data update required. These data may consist of existing spreadsheets, Access databases, billing information, etc. Based on the understanding gathered, Stantec will collaborate with the City on the gathering and updating of the data. Up to 40 hours of integration opportunities.
4. Optional: To support the City's planned integration to the UN, Stantec will provide recommendations to the City on any other data updates not noted above that can prove beneficial for the planned integration. Up to 40 hours of optional framework/UN coordination and collaboration.

As noted, these data updates will occur in coordination with Model Development and Calibration. This coordination and confirmation will occur with Stantec and the City prior to any data updates occurring.



CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

GIS Update

3.2.2 Water Data Update

With the anticipated data updates occurring, Stantec will monitor and manage the data updates to ensure quality is being achieved. During these efforts, if any issues, questions or inconsistencies arise, Stantec will coordinate with the City on these items with the intent to address and continue the progress.

3.3 GIS DATA DELIVERY

With the data updates complete, additional deliverables in the RFP will occur.

3.3.1 Water Data Update Completion

Once the necessary data updates have occurred, Stantec will present the updated GIS data to the City for confirmation before progressing to the model development update. Upon confirmation with the City, Stantec will provide the data to the City in an ArcGIS Pro compatible geodatabase. Within the delivered geodatabase, Stantec will provide the necessary metadata supporting any new data development including coordinate system, hardware used, and details on the exact processes.

3.3.2 Delivery of Wall Map

Stantec will develop two (2) Display-sized citywide maps for wall-mounting. Stantec will coordinate with the City on the actual size required prior to the development of the map. Once confirmed and printed, Stantec will deliver the maps to the City.

3.3.3 Training Session

Stantec will conduct two (2) 4-hour training sessions for staff on how to maintain, update and use the updated GIS data using the City's current ArcGIS software the City possesses. It is anticipated that these training sessions will consist of both office staff as well as field staff and include both the ArcGIS Pro software and the Field Maps application. These training sessions will occur on-site along with as-needed virtual Stantec staff, as needed.

Additionally, Stantec can provide on-going assistance and guidance to the City in the progression of their GIS to the Utility Network. These would consist of ad hoc discussions with the City based on the City's progress and on-going development.

Deliverables for Tasks 3.0:

- Two (2) hard copies and one electronic (.pdf) version of final mapping and recommendation report
- Updated GIS data in ArcGIS Pro compatible geodatabase.
- Two (2) Display-sized (24" x 36") citywide maps.
- Two (2) 4-hour GIS training sessions for City staff.



4.0 SYSTEM CHARACTERIZATION

This task documents and provides an understanding of the existing system and the various water infrastructure components within it. In addition, it summarizes the results of Stantec's review of the collected data referenced in Task 2. Within the System Characterization chapter of the project report, supply, treatment, pumping and storage facilities will be documented along with the number of pressure zones (including service elevations), distribution system piping, number of meters, and number of hydrants.

Documentation of the above items will include the capacity and/or size of each item and when it was installed. For the distribution system, a System Piping Statistics table will be created to show the length of piping within the system broken down by diameter, and pipe material. Another table will be created to show the distribution system piping broken down by year of installation. In addition to the tables, figures will be created to show the distribution of pipe materials within the system, age of system pipes, backbone mains (10" and greater), and existing dead end piping.

Deliverables for Tasks 4.0:

- Memo of existing water distribution system and results of Stantec's review in Task 2.

5.0 POPULATION GROWTH AND WATER DEMANDS

The purpose of this task is to document existing system demands, as well as the development of any growth scenarios and associated future demands. Information that will be reviewed and documented within the chapter of the report will include a comparison of the total flow from the Water Treatment Plant (WTP) high service pump station to metered water usage to determine the amount and percentage of unaccounted-for water, reviewing and analyzing monthly demand data for the previous three years to determine average day and peak monthly demands, reviewing daily production and tank level data to determine the maximum day demand. If available, Stantec will review hourly flow and tank levels to estimate the peak hour demand within the system. The average day, peak month, maximum day, and peak hour demands and peaking factors will be compared to peaking factors used in previous reports and reviewed with City staff. A list of the top 50 water users by annual use will also be provided within this report chapter.

Stantec will review and discuss growth projections with City staff to develop growth scenarios and future demand scenarios that will be included within the model. The 2006 Water Distribution System Study Update indicated that no future demand growth was assumed for the City for the next twenty years. Future demand for any developed growth scenarios will be documented within this report chapter. Figures will be created to identify the location of future growth within the City. The potential for infill within the existing City boundaries will be discussed and addressed within this report chapter as needed.

Deliverables for Tasks 5.0:

- Memo of existing system demands and associated future demands.



6.0 HYDRAULIC MODEL CONSTRUCTION AND CALIBRATION

This goal of this task is to create a comprehensive and accurate steady-state and extended period simulation (EPS) model of the City's water distribution system within the WaterGEMS modeling software. At the present time, hydraulic transient (waterhammer) modeling is not anticipated but can be added if desired.

6.1 COORDINATION WITH GIS

Modeling staff will coordinate with the Team's GIS staff to develop a work plan in regards to the specific information that needs to be included to construct the hydraulic model as well as model information and output that needs to be exported from the model to the GIS. It is anticipated the model will be a skeletonized version of the GIS representation of the water distribution system. Per discussion with City staff in the August 30, 2021 kick-off meeting, all hydrants will be included within the hydraulic model. Any control valves will be added to the model but isolation valves will not be included within the model. Adding isolation valves to the model can significantly increase the size of the model without improving model results.

The modeling team will work with GIS staff to identify which nodes within the GIS will be used within the model. The GIS staff will use Spatial Join to assign water demands to the nearest model that will be included within the model. An alternative to this would be to import all of the GIS nodes and use the Skeletonization Tools within WaterGEMS for model skeletonization

6.2 FACILITY DATA

Once the GIS import and skeletonization of the model is complete, additional facility information will be entered within the model. This information will include the geometry and levels for the WTP clearwells as well as the elevated tanks within the system. Pump curves and control information for the high service pumps will also be added. Information associated with any system control valves; such as pressure reducing valves, flow control valves, pressure sustaining valves, and altitude valves; will also be entered. Stantec briefly reviewed the hydraulic model provided by the City and it included two flow control valves.

6.3 FIELD TESTING (FACILITY DATA, SYSTEM PRESSURES, AND HYDRANT FLOW TESTS)

Stantec will work with City staff to prepare a field testing plan to conduct sufficient field measurements to Characterize the current performance of the WTP high service pumps, storage reservoirs, and distribution system piping. Strategic system pressure, pipe roughness tests, and hydrant flow measurements may be completed with City assistance. The field testing plan will identify each field test to be performed, include a map of the test., identify the number and location of staff needed to complete the test, and list all of the



CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

Hydraulic Model Construction and Calibration

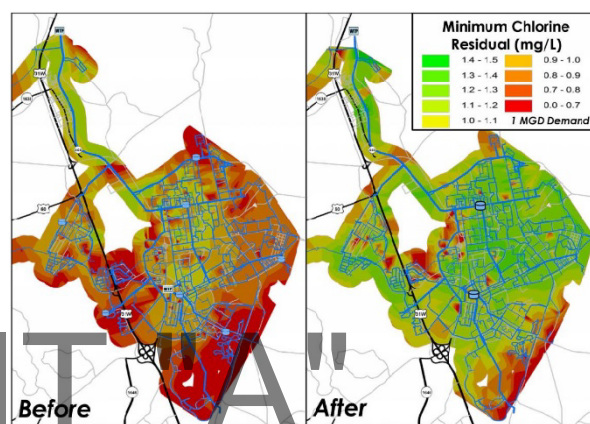
information that needs to be recorded during the test. Past calibration test locations will be reviewed. Stantec will also review information available from the City's SCADA system to determine what information, such as pressure and flow from the WTP high service pump station and tank levels, can be obtained from the SCADA system versus what information will need to be observed by staff in the field. It is assumed City staff will complete the tests with observation and input from Stantec staff. Stantec will provide up to two staff to assist in field testing.

The completed field testing results will be documented within the Model Construction and Calibration chapter of the report and the filled in field test forms will be included as an appendix.

6.4 WATER QUALITY

Stantec have built many disinfectant decay and trihalomethane (THM) predictive models. The basic steps and data requirements are described below.

THM Formation Model – THM growth in water systems is >85% bulk water driven, with limited influence from pipe walls¹. For this reason, a simple bulk-only model can provide a relatively high degree of predictive accuracy and so support effective operational decision making. This approach will require development of two coefficients which can each be derived through separate bench scale testing. The first is the THM reaction rate (how fast do THMs form?) and this is determined through a simple 5-day bottle test known as a Simulated Distribution System (SDS0 test in which a treated water chlorine sample is collected from the WTP and the THM concentration is measured daily, with the results analyzed to produce a first or second order daily reaction rate. The second value is the THM Formation Potential (what is the maximum concentration of THMs that can form?) and this is also developed through a simple bench scale protocol. By combining the reaction rate and FP values, a single expression is developed that describes THM formation profile over time and this can be direct inserted to the model to produce THM data. Stantec will provide the testing methodology; if the City does not wish to undertake the testing in-house (many of our client do this work inhouse using operations staff, as the procedure is very straightforward) then Stantec can provide staff to do the testing and we have included this additional cost as an optional Provisional Item. All laboratory sample transportation and analytical costs will be borne directly by the City.



Thematic Mapping of Disinfectant Residuals for Town of Fort Knox Before and After Optimization (Stantec 2017)

¹ Rossman, L. A., Brown, R. A., Singer, P. C. and Nuckols, J. R. (2001). "DBP formation kinetics in a simulated distribution system." Water Research, 35(14), 3483-3489



CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

Hydraulic Model Construction and Calibration

Chlorine Decay Model – unlike THMs, chlorine decay may be strongly influence by both bulk and pipe wall (including tank wall) decay. For this analysis we will therefore need to determine both the bulk decay rate and the pipe wall decay rate. Bulk water decay rate is measured using a very similar SDS approach to that described above for THMs, and Stantec will provide this testing methodology. Again, if City staff do not wish to undertake the bench scale testing, then Stantec staff can do the work as an optional

Provisional Item. No Formation Potential testing is required for chlorine (as chlorine decays to zero). For the pipe wall decay rate calibration, it is not recommended to use historical sample data, rather we propose to select 6 locations for high frequency chlorine residual testing. This will involve collection of 8 samples from each location within a 24-hour period, in order to capture the diurnal variation in chlorine residual which can then be mapped onto the water age data. Sampling parameters will be free chlorine and temperature, i.e., all field analysis. Locations will be selected in consultation with the City but will generally include different watermain diameters and materials. Stantec will provide the sampling plan (map of locations, sampling schedule, field testing log). It is assumed that all sampling logistics and costs will be undertaken by City staff.

6.5 MODEL CALIBRATION

Results from the field tests will be used to assist in model calibration. The field test will be duplicated within the hydraulic model and then model results will be compared to field test results and this comparison will be documented within the model. Based upon field test results, changes may be made to pipe roughness coefficients within the model and pump curve information. Depending upon the results of the model versus field test comparison, additional field investigation and testing may be required to identify and correct discrepancies



CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

Hydraulic Model Construction and Calibration

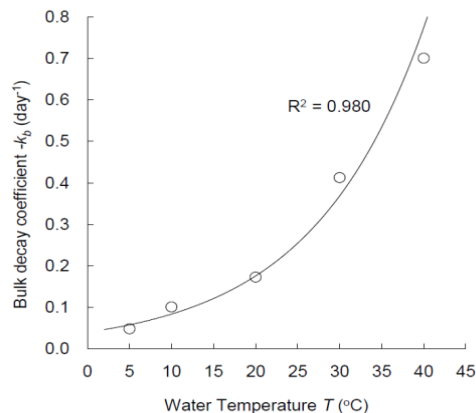
6.5.1 Water Quality Model Calibration

The methodology for the water quality model calibration will be generally as follows:

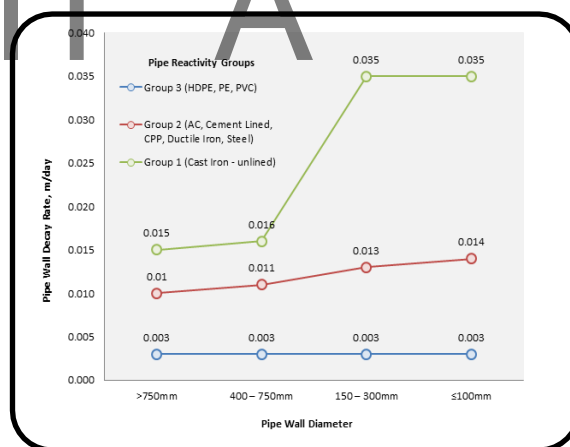
First, we will replicate within the model the system hydraulics that occurred during the 24-hour period sampling period using SCADA pump and storage facility data for this period; we will also apply a micro-balance to determine system demands that day. This sub-task will allow the model to simulate very closely the system hydraulics that were occurring within the system pipes on the day of sampling, thereby minimizing hydraulics as a variable during our calibration.

Next, for the THM model we will then apply the bulk formation rate and Formation Potential data into the model and compare the output against City data. Temperature will be a key parameter when comparing model data to historical data, as THM reaction rates are very temperature sensitive. Alternative storage facility mixing modes will also be trialed, to identify if simulation of various levels of tank stratification could provide better correlation of model and field data.

Finally, for chlorine decay we will develop the pipe wall decay rates by a process of reconciling variations between the calibration sample set and the bulk-only model output. For this project given the relatively small size of the system we may create around 6-8 pipe groups, each with a unique pipe wall decay rate based on some shared physical or hydraulic characteristics. In the event that the preliminary calibration results from the initial model runs do not meet the calibration criteria, we will iteratively apply increasingly well-defined pipe groups.



Impact of Temperature on Reaction Rates



City of Markham Pipe Wall Decay Rates Grouped by Pipe Material and Diameter (Stantec, 2017)

Deliverables for Tasks 6.0:

- Citywide hydraulic model
- Field testing.
- Water quality model



7.0 EXISTING SYSTEM ANALYSIS

This task includes assessing the existing system using the calibrated hydraulic model to determine hydraulic capacity of the system under various demand conditions. In general, as demands increase in the system bottlenecks and other shortcomings are revealed. The calibrated model will be used to examine the behavior of the existing system with respect to the desired levels of service or typical water distribution system standards. This behavior will be examined during average day demand, maximum day demand, fire flow during maximum day demand, and peak hour demand. This task will include the following activities:

RFQ requested identifying specific locations to reduce water loss beyond their current leak detection program. Stantec will coordinate with the City to identify these specific locations.

7.1 CONFIRM LEVEL OF SERVICE DESIGN STANDARDS

Stantec will forward a draft level of service statement to City staff for their input and confirmation. These level of service criteria will function as a standard with which to judge the performance of the existing and future systems.

7.2 ANALYSIS OF SUPPLY, TREATMENT, PUMPING, AND STORAGE

Stantec will complete an analysis of the existing surface water treatment plant supply, treatment and pumping capacity, as well as the storage capacity within the water system, and determine the adequacy of each in terms of the desired levels of service. Recommendations on the adequacy and quality of these components will be provided. Existing storage volumes will be analyzed by comparing existing volumes to required volumes for peaking storage, emergency storage, and fire flow storage.

Stantec will compute the current reliable water supply of the existing surface water treatment plant.

The firm, or reliable, pumping capacity of the water treatment plant high service pumps will be calculated and compared to demand statistics to determine its adequacy.

7.3 EVALUATION OF DISTRIBUTION SYSTEM PIPING

The model will provide insights into the existing capacities of the larger diameter transmission lines and distribution system proper. Bottlenecks will be identified based upon abnormal head losses and pressure gradients throughout the system. System-wide maps of nodal pressures will serve to graphically illustrate areas in which the piping is having difficulties delivering the desired level of service and areas that are currently over-pressurized as a result of the existing pressure zoning and elevation differences. The model will be used to provide estimates of available fire flows at each node. These available fire flow will be compared to required fire flows and deficient areas identified.



7.4 WATER QUALITY

The purpose of this task is to describe how the calibrated water quality model will be used to assess existing water quality conditions (THMs, free chlorine) and evaluate operational and / or physical modifications to mitigate areas of water quality concern.

Baseline Model - the THM formation and chlorine residual decay model will be used to baseline current conditions. The Baseline Model will be developed based on worst case conditions for THMs and chlorine residuals – the exact period will be agreed with the City but is often Q3. Baseline Model results will be displayed as colour-coded maps based on THM concentrations and free chlorine residual concentrations. Problem areas (i.e. areas that are close to or exceed the regulatory limits) will be identified.

Updated Model – system modifications will be developed in the Updated Model with the goal of mitigating any areas of water quality concern identified in the Baseline Model. The first round of modifications will be operational, such as altering tank level set-points and / or pump operations. If this cannot address areas of concern, the next round of modifications will be low cost capital upgrades such as auto-flushers or tank mixer systems. If this cannot address areas of concern, the third and final round of system modifications would be larger capital upgrades such as THM aeration systems or changes to the water treatment plant process to improve organic carbon removal; it is noted that this third round of modifications can only be conceptually represented in the model, based on assumed effectiveness.

Comparative analysis of the Baseline versus Updated Model will be provided and will include statistical comparison and visual-spatial (i.e. mapping of THM and free chlorine results) comparison.

7.5 SUMMARIZE EXISTING SYSTEM DEFICIENCIES

Stantec will prepare a draft report chapter outlining the bottlenecks and other deficiencies identified by the hydraulic model in the existing system.

8.0 CAPITAL IMPROVEMENT PLAN DEVELOPMENT

This task involves selecting and assembling proven improvement concepts into the City's Water Distribution Model Update, developing a recommended capital improvement plan consisting of structural and non-structural initiatives. Stantec will consult with the City at each step of this iterative process and deliver concise concept descriptions and results.

8.1 IMPROVEMENT ALTERNATIVE DEVELOPMENT

The identified existing and future water system constraints, along with the desired level of service criteria, will be utilized to develop a rationale for the development of improvement alternatives. System bottlenecks and local characteristics will be examined to evaluate improvements. Stantec will discuss improvements already planned by the City as well as review recommendations for improvements from



CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

Project Documentation and Deliverables

previous reports. Per discussion with City staff at the August 30, 2021 kick-off meeting, potential improvements include the review and replacement of existing water mains under railroad lines. As requested in the Request for Qualifications, Stantec will review the existing distribution system and identify opportunities for looping mains to improve redundancy and flows as well as opportunities to tie-in to adjacent water systems for redundancy, improved flows, and backup possibilities.

The project team will distill the results of the existing and future system evaluations into basic issues that must be addressed. Using our experience gained on similar system assessments, our team will suggest appropriate improvements. Both short-term fixes, capital improvements, and the alteration of operating practices will be examined. These will be tested for benefit, dropping non-functional improvements and further developing promising alternatives.

The proposed improvements will be analyzed under future growth demand conditions to ensure compatibility and reduce possible redundant solutions.

For the purposes of scope determination and budgeting, it is assumed that a total of 10 improvements will be tested and developed.

The City has a significant amount of older pipe based upon previous 2006 report. We have not included condition assessment and replacement of portions of the existing system in this task. The Stantec team would like to discuss this with the City to ascertain if we need to include.

8.2 CAPITAL IMPROVEMENT PLAN

The project team will discuss, review, and prioritize the improvement alternatives. Stantec will convey initial concepts so that City staff are comfortable with the directions being taken. With the initial development of the improvement alternatives, the City/Stanec team will consider how they might be prioritized as to where the first water infrastructure spending dollars should be spent. An initial prioritization could be developed using weighted parameters if needed. Stantec will update, revise, and finalize the improvements in accordance with the feedback received. Per discussion with City staff at the August 30, 2021 kick-off meeting, opinion of probable construction costs do not need to be prepared for the proposed improvements.

9.0 PROJECT DOCUMENTATION AND DELIVERABLES

The documentation for the Citywide Water Distribution System Model Update Project will be completed and submitted using both paper and electronic formats. The draft report will be circulated for review, and all involved key staff will attend a Microsoft Teams call with City staff and invited stakeholders to review the draft report. Based on the comments received, the Stantec will complete the preparation of the final report and submit it to the City for a final review and acceptance. Stantec will deliver 10 hard copies of the draft and final reports, along with a set of digital files. In addition to providing the hydraulic model files, each model scenario will be exported out of the model as an EPANET .inp file and then opened and run in EPANET to confirm the scenario runs successfully. The EPANET files will be provided to allow City staff the ability to analyze future scenarios without having WaterGEMS hydraulic modeling software.



CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

fee estimate

10.0 FEE ESTIMATE

The fee estimate for this project shall be a not-to-exceed amount of \$180,031.00 with the breakdown for the individual task elements as shown in the table below. Work performed shall be invoiced monthly as indicated under section 1.2.2.

Task Name	Fee Estimate
Project Management	\$20,332.00
GIS Review	\$5,091.00
Anticipated Data Updates	\$48,473.00
Optional: Data Framework / Utility Network Coordination	\$7,502.00
GIS Data Delivery	\$4,250.00
Optional: GIS Training	\$3,007.00
Hydraulic Model Construction and Calibration	\$53,045.00
Existing System Analysis	\$12,072.00
Capital Improvement Plan Development	\$9,460.00
Project Documentation and Deliverables	\$16,798.00
TOTAL FEE ESTIMATE	\$180,031.00



Appendix A SCHEDULE

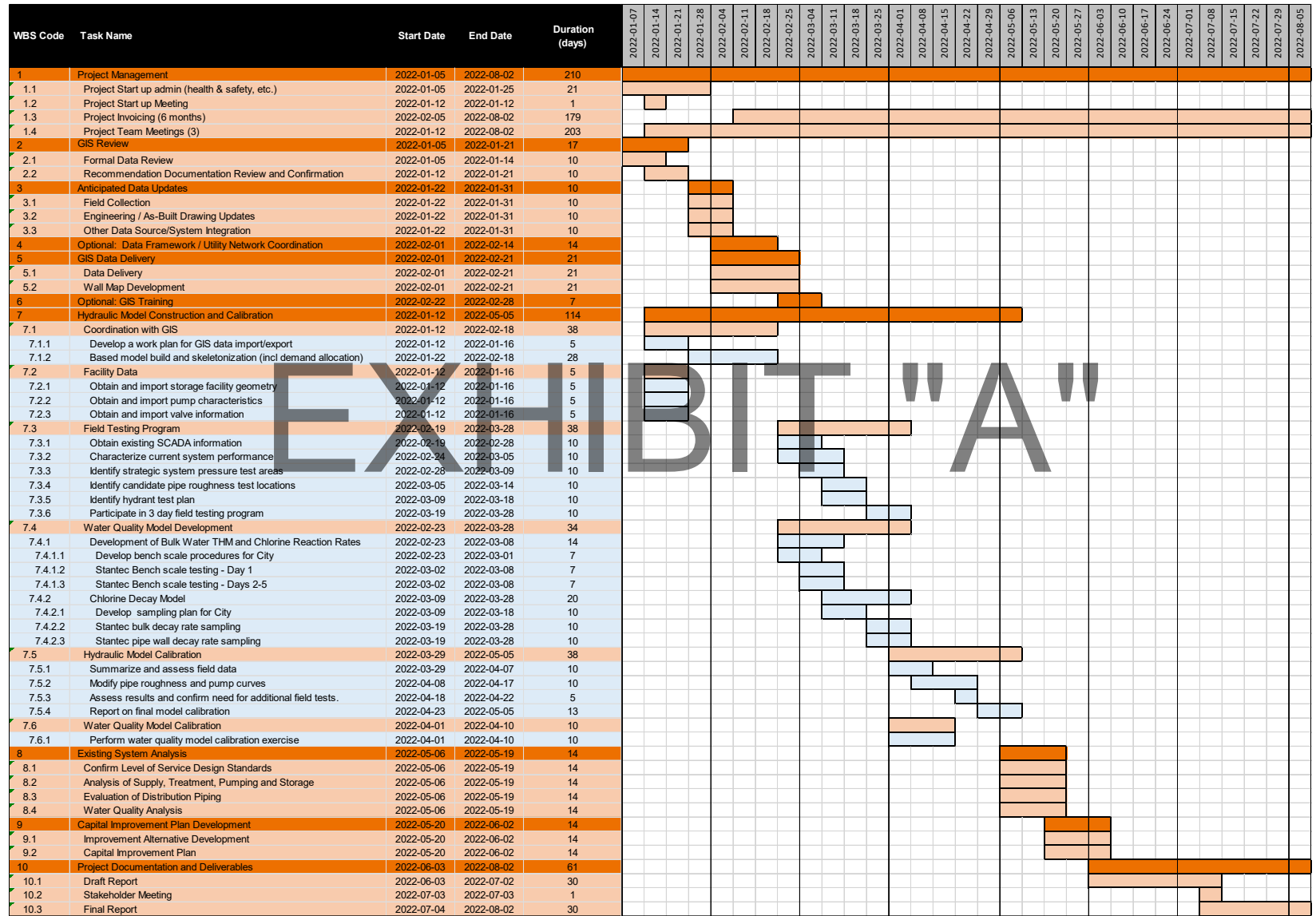
See attached for proposed scheduled to be discussed with the City at project Kickoff.

EXHIBIT "A"



CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

Appendix A schedule



NOTICE TO LEGISLATIVE
AUTHORITY

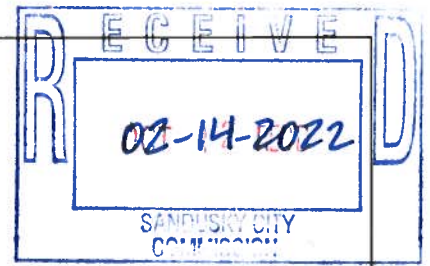
OHIO DIVISION OF LIQUOR CONTROL
6806 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2380 FAX(614)644-3166

TO

7720851		NEW		SANDUSKY FOOD HALL BAR LLC 317 E WASHINGTON ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
ISSUE DATE				
01 20 2022				
FILING DATE				
D3		PERMIT CLASSES		
22	077	B	D31901	
TAX DISTRICT		RECEIPT NO.		

FROM 02/07/2022

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



MAILED 02/07/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/10/2022

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 7720851**

(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
240 COLUMBUS AVE
SANDUSKY OHIO 44870



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: LiquorLicensingMailUnit@com.state.oh.us

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

Cathy Myers

From: Mario D'Amico
Sent: Tuesday, February 15, 2022 1:05 PM
To: Cathy Myers; Jared Oliver; Jonathan Holody
Subject: Re: Sandusky Food Hall Bar LLC, Permit #7720851

Cathy,

I do not have any comments for Commission in reference to the above liquor permit.



Mario D'Amico | *Fire Chief*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5822 | F: 419.627.5820
mdamico@ci.sandusky.oh.us

From: Cathy Myers <CommissionClerk@ci.sandusky.oh.us>
Sent: Monday, February 14, 2022 1:42 PM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: Sandusky Food Hall Bar LLC, Permit #7720851

D-3 liquor permits allow for the sale of hard liquor or spirits such as **rum, vodka, whiskey, tequila** and so on. D-3 permits are issued to the owners of establishments that sell for on premise consumption such as a restaurant, bar, hotel or nightclub. With one of these permits you will be permitted to sell shots, drinks and bottles.

Please provide comments for the next Commission Meeting on 02.28.22.

Thank you.



Cathy Myers | Commission Clerk
240 Columbus Ave. | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



Cathy Myers

From: Jared Oliver
Sent: Monday, February 14, 2022 4:37 PM
To: Cathy Myers
Subject: RE: Sandusky Food Hall Bar LLC, Permit #7720851

SPD has no concerns with this.



Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us



From: Cathy Myers <CommissionClerk@ci.sandusky.oh.us>
Sent: Monday, February 14, 2022 1:43 PM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: Sandusky Food Hall Bar LLC, Permit #7720851

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Please provide comments for the next Commission Meeting on 02.28.22.

Thank you.



Cathy Myers | Commission Clerk
240 Columbus Ave. | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



CERTIFICATE OF FUNDS

In the Matter of: OHGO, Care & Share and Victory Kitchen Donation

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 240-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/23/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO OHGO TO PROVIDE FINANCIAL ASSISTANCE FOR THEIR COMMUNITY PROGRAMS IN THE AMOUNT OF \$10,000 FROM THE AMERICAN RESCUE PLAN ACT STIMULUS FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City received financial assistance through the Coronavirus State and Local Recovery Funds Program, a part of the American Rescue Plan, to support the response to and recovery from the COVID-19 public health emergency; and

WHEREAS, the City Commission passed a motion at their regularly scheduled meeting on August 23, 2021, to provide \$10,000.00 separately to Care and Share of Erie County, OHGo, and Victory Kitchen; and

WHEREAS, OHGo is a non-profit organization committed to inspiring life-long contributors to society by facilitating acts of kindness within the community, delivering goods through a mobile service to disadvantaged families, and offering learning experiences within their local environments that encourages every individual to become a catalyst for positive change; and

WHEREAS, the commitment of \$10,000.00 will be paid with American Rescue Plan Act Stimulus Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to provide the funds to OHGo at the earliest opportunity to assist with their programs in the community; 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 and/or Finance Director is authorized and directed to expend funds to OHGo to provide financial assistance for their community programs in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) from the American Rescue Plan Act Stimulus Fund.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO CARE AND SHARE OF ERIE COUNTY TO PROVIDE FINANCIAL ASSISTANCE FOR THEIR COMMUNITY PROGRAMS THE AMOUNT OF \$10,000 FROM THE AMERICAN RESCUE PLAN ACT STIMULUS FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City received financial assistance through the Coronavirus State and Local Recovery Funds Program, a part of the American Rescue Plan, to support the response to and recovery from the COVID-19 public health emergency; and

WHEREAS, the City Commission passed a motion at their regularly scheduled meeting on August 23, 2021, to provide \$10,000.00 separately to Care and Share of Erie County, OHGo, and Victory Kitchen; and

WHEREAS, Care and Share of Erie County is a non-profit organization serving qualifying residents of Erie County fairly and with dignity in providing emergency and supplemental food, clothing, linens, and house wares; and

WHEREAS, the commitment of \$10,000.00 will be paid with American Rescue Plan Act Stimulus Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to provide the funds to Care and Share of Erie County at the earliest opportunity to assist with their programs in the community; 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 and/or Finance Director is authorized and directed to expend funds to Care and Share of Eric County to provide financial assistance for their community programs in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) from the American Rescue Plan Act Stimulus Fund.

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

Section 3. This Commission finds and determines that all formal actions of

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO VICTORY KITCHEN TO PROVIDE FINANCIAL ASSISTANCE FOR THEIR COMMUNITY PROGRAMS IN THE AMOUNT OF \$10,000 FROM THE AMERICAN RESCUE PLAN ACT STIMULUS FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City received financial assistance through the Coronavirus State and Local Recovery Funds Program, a part of the American Rescue Plan, to support the response to and recovery from the COVID-19 public health emergency; and

WHEREAS, the City Commission passed a motion at their regularly scheduled meeting on August 23, 2021, to provide \$10,000.00 separately to Care and Share of Erie County, OHGo, and Victory Kitchen; and

WHEREAS, Victory Kitchen is a non-profit organization and an outreach of Victory Temple Church and their mission is “to be the helping hands for the lost and hurting people in the community, keeping the focus uncluttered, pure and simple” and serves the Sandusky Community and surrounding areas by providing not only hot meals, but gives out pantry goods, fruits, vegetables, coats, hats, gloves, hygiene products as well as many other items; and

WHEREAS, the commitment of \$10,000.00 will be paid with American Rescue Plan Act Stimulus Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to provide the funds to Victory Kitchen at the earliest opportunity to assist with their programs in the community; 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 and/or Finance Director is authorized and directed to expend funds to Victory Kitchen to provide financial assistance for their community programs in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) from the American Rescue Plan Act Stimulus Fund.

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

such holding shall not affect the validity of the remaining portions thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022



FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: February 15, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an ordinance authorizing payment in the amount of \$37,952.02 to the Ohio Department of Natural Resources (ODNR) for submerged land lease SUB-0385-ER, the Sandusky Bay Investment, for the period of March 1, 2021 to February 28, 2023.

BACKGROUND INFORMATION:

This Submerged Lands Lease is payable by the City of Sandusky as the leaseholder. Sandusky Bay Investment assigned sub-lessee, will reimburse the City for the cost of the lease payment pursuant to Submerged Lands Lease Agreement SUB-0385-ER.

BUDGETARY INFORMATION:

The submerged land lease is payable by the City of Sandusky as the lease holder. Sandusky Bay Investment reimburses the city for the cost of the lease pursuant to their agreement with the city. Since the amount is over \$10,000 it must be approved by the City Commission.

ACTION REQUIRED:

It is requested that the City Commission enact the ordinance, and have it take immediate effect under Section 14 of the City Charter, to make timely payment to the Ohio Department of Natural Resources.

I concur with this recommendation:

Eric Wobser

City Manager

Michelle Reeder

Finance Director

State of Ohio - Ohio Dept of Natural Resources
Submerged Lands Lease Invoice

Please Remit To:

1031 Pierce St., Ste. A
Sandusky OH 44870

Page: 1
Invoice No: DNRSL22091
Consolidated Invoice No:
Invoice Date: 01/28/2022
Customer Number: SUB-0385-ER001
Payment Terms: NET 30
Due Date: 02/27/2022

Bill To:

City of Sandusky
Attn: Megan Stockey, Dept of Public Works
240 Columbus Ave
Sandusky OH 44870

AMOUNT DUE: 18,976.01 USD

Make Checks Payable To: Ohio Treasurer of State

Billing Service Period: From 01-MAR-2021 To 28-FEB-2022

For billing questions, please call or email (419) 626-7980

To ensure proper payment processing, please be sure the invoice number is on all payments.

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
Purchase Order			Contract Number	From Date	To Date		
1		SLL LEASE		1.00 EA	03/01/21 02/28/22	18,976.0100	18,976.01
SUBTOTAL:							18,976.01
TOTAL AMOUNT DUE :							18,976.01

Lease Periods: 3/1/2021 - 2/28/2022

Rent for one (1) billing period at \$18,976.01.

Please remit 2nd copy of invoice with your payment.

ENGINEERING

FEB -7 2022

CITY OF SANDUSKY

Original

STANDARD

State of Ohio - Ohio Dept of Natural Resources
Submerged Lands Lease Invoice

Please Remit To:

1031 Pierce St., Ste. A
Sandusky OH 44870

Page:

1

Invoice No:

DNRSLL22094

Consolidated Invoice No:

Invoice Date:

01/30/2022

Customer Number:

SUB-0385-ER001

Payment Terms:

NET 30

Due Date:

03/01/2022

Bill To:

City of Sandusky
Attn: Megan Stockey, Dept of Public Works
240 Columbus Ave
Sandusky OH 44870

AMOUNT DUE:

18,976.01 USD

Make Checks Payable To: Ohio Treasurer of State

Billing Service Period: From 01-MAR-2022 To 28-FEB-2023

For billing questions, please call or email (419) 626-7980

To ensure proper payment processing, please be sure the invoice number is on all payments.

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
Purchase Order			Contract Number	From Date	To Date		
1		SLL LEASE		1.00	EA	18,976.0100	18,976.01
				03/01/22	02/28/23		
SUBTOTAL:							18,976.01
TOTAL AMOUNT DUE :							18,976.01

Lease Periods: 3/1/2022 - 2/28/2023

Rent for one (1) billing period at \$18,976.01.

Please remit 2nd copy of invoice with your payment.

ENGINEERING

FEB -7 2022

CITY OF SANDUSKY

Original

STANDARD

CERTIFICATE OF FUNDS

In the Matter of: ODNR Submerged Land Lease SUB-0385-ER

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 110-7900-53006

By: _____

Michelle Reeder

Finance Director

Dated: 2/23/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE PAYMENT TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), OFFICE OF COASTAL MANAGEMENT FOR RENTAL PAYMENT ON SUBMERGED LANDS LEASE FILE NO. SUB-0385-ER FOR THE PERIOD OF MARCH 1, 2021, THROUGH FEBRUARY 28, 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the Lessee of a Submerged Lands Lease, File No. SUB-0385-ER, for the submerged land which is part of the Battery Park Marina and as the Lessee, is responsible for all terms and conditions contained in the Submerged Lands Lease, including any annual rent; and

WHEREAS, as part of the agreement with Sandusky Bay Investment (SBI), the cost for the annual Submerged Lands Lease rental payment is to be reimbursed by Sandusky Bay Investment to the City; and

WHEREAS, the total cost for Submerged Lands Lease File No. SUB-0385-ER, as reflected on the current unpaid invoices is \$18,976.01 for the period of March 1, 2021, through February 28, 2022, and \$18,976.01 for the period of March 1, 2022, through February 28, 2023, for a total amount \$37,952.02 and will initially be paid by the City and then reimbursed by Sandusky Bay Investment in accordance with their Lease Agreement with the City; 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 to the Ohio Department of Natural Resources; 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. The City Manager and/or Finance Director is authorized and directed to make payment to the Ohio Treasurer of State as requested by the Ohio Department of Natural Resources (ODNR), Office of Coastal Management, Sandusky, Ohio, for rental payment for Submerged Lands Lease File No. SUB-0385-ER, for the period of March 1, 2021, through February 28, 2023, in an

amount **not to exceed** Thirty Seven Thousand Nine Hundred Fifty Two and 02/100 Dollars (\$37,952.02), consistent with the invoices submitted to the City.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E., Director of Public Works

Date: February 16, 2022

Subject: **Commission Agenda Item – 2022 Yard Waste Collection**

ITEM FOR CONSIDERATION: Legislation to enter into a one year contract extension with Browning Ferris Industries of Ohio Inc., dba Republic Services of Sandusky, Ohio for the 2022 Yard Waste Collection Services for the period of April 1, 2022 through December 31, 2022.

BACKGROUND INFORMATION: Since 2004 the City has offered a yard waste pick up for a monthly fee to residents who sign up for the program. The monthly fee consists of labor, disposal and administration and is added to the water bills of participating customers.

In 2020 a contract was awarded upon competitive bidding to Browning Ferris Industries of Ohio Inc., DBA Republic Services of Sandusky. They were the only bidder for the 2020 Yard Waste Collection at a price of \$12.60 per customer, per month. An option to extend the contract for two additional one year terms was written into the contract as an option. Browning Ferris Industries of Ohio Inc., dba Republic Services has agreed to extend the 2020 contract for another year, continuing services through December 31, 2022, at the same price of \$12.60 per customer, per month. This is the final year contract extension, as we extended services in 2021 as well.

The monthly fee for 2022 to the residents will be \$13.10, this includes \$0.50 to cover all City administration costs. Services will remain the same as in past years with a one day per week pick up on Friday from April 1st to December 31st. Residents who participated in the 2021 program will automatically be enrolled for the 2022 program. Residents not already involved in the program can sign up with the Customer Accounting office.

BUDGETARY INFORMATION: Based on service for a one day per week pick up at \$12.60 per home per month and a contract for nine months, the estimated amount for the 2022 Yard Waste Collection Service is \$73,143.00 based on last year's figure of 645 customers. This amount is subject to change due to additions and deletions of customers to the program. The cost of the service will be charged back to the customers in addition to a charge of \$0.50 per month for administrative costs.

ACTION REQUESTED: It is recommended that an additional one year contract extension be approved with Browning Ferris Industries of Ohio Inc., dba Republic Services for the 2022 Yard Waste Collection Services. It is also recommended that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter so that notification can be sent to residents who participate in the program and allow the contractor to begin the program April 1, 2022.

I concur with this recommendation:

Eric Wobser
City Manager

cc: Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director



LAW DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5852

www.cityofsandusky.com

February 16, 2022

Browning Ferris Industries of Ohio, Inc.
DBA Republic Services of Sandusky
Richard Brogan, General Manager
4005 Tiffin Ave
Sandusky, OH 44870

RE: Contract Extension for Yard Waste Collection Services FY 2022

Dear Mr. Brogan:

On August 11, 2020, the City of Sandusky and Browning Ferris Industries of Ohio, Inc., DBA Republic Services of Sandusky entered into a Contract for Yard Waste Collection Services FY 2020. Under the awarding legislation, Ordinance No. 20-060, it was approved to award a one year contract for a period of April 1, 2020 through December 31, 2020, with an options to extend two additional years. Upon mutual agreement, a service extension FY 2021 Yard Waste Collection Services was entered into on January 4, 2021.

The City of Sandusky is reaching out to request a second one-year extension FY 2022 Yard Waste Collection Services through December 31, 2022. If Browning Ferris Industries of Ohio, Inc., DBA Republic Services of Sandusky is agreeable to this extension, acknowledge so by signing below and returning to your City representative. By signing below, also agrees to extend the terms, conditions, and provisions of the Contract through December 31, 2022.

This letter shall serve as the written memorialization of the parties' mutual agreement to extend the Lease Agreement through December 31, 2022.

Very truly yours,

Brendan L. Heil
Law Director

CITY OF SANDUSKY:

BROWNING FERRIS INDUSTRIES OF OHIO, INC.
DBA REPUBLIC SERVICES OF SANDUSKY

Richard Brogan, General Manager

Eric Wobser, City Manager

2-16-2022

CERTIFICATE OF FUNDS

In the Matter of: Republic Services- Yard Waste Collection

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 110-4850-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/23/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT EXTENSION WITH BROWNING-FERRIS INDUSTRIES OF OHIO, INC. D.B.A. REPUBLIC SERVICES OF SANDUSKY, OHIO, FOR YARD WASTE COLLECTION SERVICE IN CALENDAR YEAR 2022 WHICH IS AVAILABLE FOR THE PERIOD OF APRIL 1, 2022, THROUGH DECEMBER 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, since 2004, the City has offered a yard waste collection service for a monthly fee (labor, disposal, and administration) that is added to participating customer's water and sewer bills; and

WHEREAS, this City Commission approved awarding a contract to Browning-Ferris Industries of Ohio, Inc., d.b.a. Republic Waste Services of Sandusky, Ohio, for the 2020 Yard Waste Collection Services, which included an option to extend for two (2) additional terms from April 1, 2021, through December 31, 2021, and from April 1, 2022, through December 31, 2022, by Ordinance No. 20-060, passed on March 23, 2020; and

WHEREAS, the City Commission approved a one (1) year contract extension with Browning-Ferris Industries of Ohio, Inc. d.b.a. Republic Services of Sandusky, Ohio, for Yard Waste Collection Services in Calendar year 2021 by Ordinance No. 21-006, passed on January 25, 2021; and

WHEREAS, the City desires to extend the contract for the term of April 1, 2022, through December 31, 2022, at the same price of \$12.60 per customer, per month, and has been agreed to by Browning Ferris Industries of Ohio, Inc.; and

WHEREAS, the estimated cost of this program based upon service for a one (1) day per week pickup at a cost of \$12.60 per month per residence and a contract for (9) months is \$73,143.00 (based on 2021 enrollment of 645 customers) which will be charged back to the customers in addition to a charge of \$0.50 per month for administrative costs and is subject to change due to additions and deletions of customers in the program; 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 notification to be sent to residents who participate in the program and allow Browning Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services to begin the program on April 1, 2022; 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. The City Manager is authorized and directed to enter into a one (1) year contract extension with Browning Ferris Industries of Ohio, Inc. d.b.a. Republic Services of Sandusky, Ohio, for yard waste collection services in calendar year 2022 which is available for the period of April 1, 2022, through December 31, 2022, at a cost of Twelve and 60/100 Dollars (\$12.60) per month per residence opting into the program. Said yard waste collection services shall be provided in accordance with the contract with Browning Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services of Sandusky, 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: February 16, 2022

Subject: **Commission Agenda Item – WWTP Sludge Hauling for CY 2022**

ITEM FOR CONSIDERATION: Legislation appropriating funds for the dumping of Class B Biosolids (a.k.a. sludge cake) and dewatered combined material from the Wastewater Treatment Plant (WWTP) and Sewer Maintenance (SM) at the Erie County Sanitary Landfill in an amount not to exceed \$140,000.00 for CY 2022.

BACKGROUND INFORMATION: Typical daily treatment operations at the Wastewater Treatment Plant generate solids, called sludge cake, as a byproduct. In 2021, the WWTP disposed of 2,638.24 tons of material at the Erie County Sanitary Landfill.

In addition, vacuum trucks used to clean storm, sanitary and combined sewers empty their contents in a basin that allows the water to drain back into the plant for treatment while the debris, grease and solids remain. Materials from the WWTP grit removal process and grease from the scum concentrator are also allowed to separate in this same manner. In 2021, this process, called dewatering, generated approximately 300 tons of solid byproducts that were disposed of at the Erie County Sanitary Landfill.

An additional 127.62 tons of miscellaneous waste and dewatered and compressed solids from the WWTP bar screens or other daily operations at the plant or within the sewer maintenance department were generated.

Combined disposal costs for these materials in 2021 were approximately \$80,000.00. Materials are removed from the WWTP and transported to the Erie County Sanitary Landfill by CDL-licensed city staff, using city vehicles. This process is approved by the Ohio EPA. Sludge is considered Municipal Solid Waste (MSW). Erie County Sanitary Landfill has flow control for all MSW, meaning that the material must be hauled to and disposed of at that location. Public bidding will not be used.

The city is estimating up to 4,300 tons of Class B Biosolids (Sludge Cake) at \$30.00 per ton and up to 190 tons of dewater combined material at \$52.00 per ton will be taken to the Erie County Sanitary Landfill for disposal in 2022.

BUDGETARY INFORMATION: The estimated cost of disposal by the Wastewater Treatment Plant at the Erie County Sanitary Landfill for 2022 shall not exceed \$140,000.00, which will be paid out of the Contractual Services portion of the Operation and Maintenance budget through the Sewer Fund.

ACTION REQUESTED: It is recommended that legislation be approved appropriating funds to continue dumping at the Erie County Sanitary Landfill for an amount not to exceed \$140,000 for CY 2022. It is requested that legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to continue uninterrupted disposal.

I concur with this recommendation:

Eric Wobser
City Manager

cc: C. Myers, Commission Clerk; B. Heil, Law Director; M. Reeder, Finance Director

CERTIFICATE OF FUNDS

In the Matter of: Wastewater Treatment Plant Sludge Hauling

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 613-5420-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/23/2022

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING FUNDS FOR THE DUMPING OF CLASS B BIOSOLIDS (A.K.A. SLUDGE CAKE) AND OTHER DEWATERED AND COMPRESSED SOLIDS FROM THE WASTEWATER TREATMENT PLANT (WWTP) AT THE ERIE COUNTY SANITARY LANDFILL FOR CY 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Treatment Plant generates biosolids called sludge cake along with other dewatered and compressed solid byproducts during daily operations that are disposed of at the Erie County Sanitary Landfill; and

WHEREAS, the Erie County Sanitary Landfill has flow control for all Municipal Solid Waste (MSW), which sludge is considered, and therefore must be hauled to and disposed of at the Erie County Sanitary Landfill; and

WHEREAS, the sludge and other dewatered and compressed solid byproducts are removed from the Wastewater Treatment Plant and transported to the Erie County Sanitary Landfill by CDL-licensed City staff using City vehicles which is an approved process by the Ohio EPA and the combined disposal costs for these materials in 2021 were approximately \$80,000.00; and

WHEREAS, the estimated cost of disposal by the Wastewater Treatment Plant at the Erie County Sanitary Landfill for CY 2022 is not to exceed \$140,000.00 and 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 appropriate funds and continue uninterrupted disposal of sludge from the Wastewater Treatment Plant; and

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

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

Section 1. This City Commission authorizes and directs the City Manager and/or Finance Director to appropriate funds in an amount **not to exceed** One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) to make timely payments for the dumping of Class B Biosolids (a.k.a. sludge cake) and other

dewatered and compressed solids from the Wastewater Treatment Plant at the Erie County Sanitary Landfill for the CY 2022.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E., Director

Date: February 16, 2022

Subject: Commission Agenda Item – Awarding a Contract to Republic Services of Sandusky, OH for Refuse & Recycling Collection at City Properties and Recycling Collection at the City's Drop-Off Recycling Location at the Service Center

ITEM FOR CONSIDERATION: Legislation authorizing the approval to enter into a contract with Republic Services of Sandusky, Ohio for Refuse & Recycling Collection on City Properties and Recycling Collection at the City's Drop-Off Recycling location at the Service Center for a one year period beginning March 1, 2022 and ending February 28, 2023.

BACKGROUND INFORMATION: Annually the City advertises for bids on refuse and recycling services at City Properties, this also includes all public parks, downtown, and pathway areas. Included in this contract for the first time is the community recycling center on Cement Avenue as previous agreements have expired.

The City began advertising for bids on January 27, 2022, in the Sandusky Register and on the City's Website, with bids being due on Thursday, February 10th, of which only one bid was received from Republic Services of Sandusky, Ohio. The bid submitted has been determined to be the lowest and best.

BUDGETARY INFORMATION: The cost of refuse and recycling collection at City properties is paid with General Funds, Recreation Funds, and Water Funds in the amount of \$89,454.04, plus a contingency amount of \$2,500.00 for additional dumpster service. Collection of recyclables at the City's Drop-Off Recycling location at the Service Center is paid with General funds and Ground Maintenance Funds in an amount not to exceed \$92,280.96. The previous cost for these services were \$76,040.02 and \$65,554.48, respectively. Total contract amount is not to exceed \$181,735.00.

ACTION REQUESTED: It is recommended that proper legislation be prepared authorizing a one (1) year contract with Republic Services of Sandusky, Ohio for the Refuse & Recycling Collection at City Properties and Service of the City Service Complex Recycling Center beginning March 1, 2022 and ending February 28, 2023, for a total amount not to exceed \$181,735.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for execution of the contract prior to the start of the contract service date of March 1, 2022 and to prevent any interruption of the services currently being provided.

I concur with this recommendation:

Eric Wobser, City Manager

cc: Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Republic Services – Refuse & Recycling Contract

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 110, 227, 612 and 613 funds

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/23/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH REPUBLIC SERVICES OF SANDUSKY, OHIO, FOR REFUSE & RECYCLING COLLECTION ON CITY PROPERTY AND RECYCLING COLLECTION AT THE CITY'S DROP-OFF RECYCLING LOCATION AT THE SERVICE CENTER FOR THE PERIOD OF MARCH 1, 2022, THROUGH FEBRUARY 28, 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized and directed the City Manager to enter into a contract with Republic Services of Sandusky, Ohio, for refuse / recycling collection on City property for the period of March 1, 2021, through February 28, 2022, by Ordinance No. 19-036, passed on January 25, 2021; and

WHEREAS, upon public competitive bidding as required by law one (1) appropriate bid was received, and the bid of Republic Services of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, this proposed contract involves the pickup of refuse and recycling collection at City properties which includes all public parks, downtown, and pathway areas as well as collection of recycling at the City's Drop-Off Recycling location at the Service Center; and

WHEREAS, the cost of refuse and recycling collection at City properties is \$89,454.00 plus a contingency amount of \$2,500.00 for additional dumpster service and will be paid with General Funds, Recreation Funds, and Water Funds; the cost of the recycling collection at the Service Center is \$92,280.96 and will be paid with General Funds and Ground Maintenance Funds for a total cost \$181,735.00; 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 contract with Republic Services which begins on March 1, 2022, and to prevent any interruption of the services currently being provided; 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 Republic Services of Sandusky, Ohio, for refuse and recycling collection on City property and recycling collection at the City's Drop-off location at the Service Center for the period of March 1, 2022, through February 28, 2023, in an amount **not to exceed** One Hundred Eighty One Thousand Seven Hundred Thirty Five and

00/100 Dollars (\$181,735.00) consistent with the bid submitted by Republic Services of Sandusky, 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.

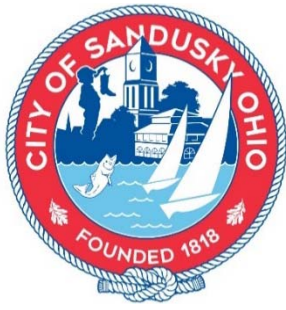
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022



DEPARTMENT OF PUBLIC WORKS

240 Columbus Ave.
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Joshua R. Snyder, P.E., Public Works Engineer
Date: February 16, 2022
Subject: **Commission Agenda Item – Permission to Bid the Eastside and Westside Interceptors Cleaning Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the Eastside and Westside Interceptors Cleaning Project.

BACKGROUND INFORMATION: This project will clean the sewer interceptors west of the Wastewater Treatment Plant to Monroe Street and eastward towards Farwell Street. The sewer interceptors are large diameter pipes that carry flows from the eastern and western extents of the City's combined and sanitary sewer system to the Wastewater Treatment Plant on Harrison Street. While sewers are designed to be as self-cleaning as possible, the heavier sediment and waste solids "fall out" of the flow of sewage and accumulate as buildup in the bottom of the pipe. Any buildup in this line reduces its capacity, by reducing its effective area and slowing the flow with particles built up along the bottom. This has been compounded by the high bay levels over the past few years, as sediment-laden lake and bay waters have emptied into the combined sewer system through existing outfalls depositing silt into the sewers, including these interceptors.

This pipe varies in size, between 24" and 54" in diameter, with the pipe getting larger in diameter closer to the treatment plant. The City's equipment does not have the capability to clean pipes of this diameter, but it is imperative to keep sewers clean to ensure full capacity of the system can be re-achieved as frequently as possible. This particular project will re-establish the original capacity, thereby minimizing overflow events and volumes, while reducing the chances for sewer backups in the smaller, older sewer catchment areas. After the cleaning is completed, a second project may be required to perform any necessary repairs, replacements, linings, etc. which would be determined by reviewing videos of the cleaned sewers.

The last time these pipes were cleaned was 2011, meaning that the interceptors have accumulated 10-plus years of debris. All debris will be disposed of at the Erie County Landfill. This same project in 2011 lasted from early June until Mid-November and cost just under \$330,000.

BUDGETARY INFORMATION: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs is \$690,461 paid solely with Sewer Funds.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the Eastside and Westside Interceptors Cleaning Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project as early as possible in 2022, which will allow enough time for all work to be completed prior to fall rain events.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, P.E., Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

February 22, 2022

Mr. Aaron Klein
City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870

Re: Waverly Road and Marlboro Street Water-in-Basement (WIB) Evaluation– City
of Sandusky, Ohio (City)

Dear Aaron,

In 2021, the City experienced two rainfall events that resulted in multiple complaints of WIBs on the City's east side. The primary areas of concern are on Marlboro Street and Waverly Road between 5th Street and Erie Boulevard, as shown in Figure 1. The two rain events occurred on July 16, 2021 and July 25, 2021. The City indicated a rainfall event that occurred on September 7, 2020 also produced a similar amount of rainfall as the two rain events in July 2021 but did not result in WIBs. There are several factors that could have affected the sewer system at the time of the events including the intensity of rainfall, the elevation of the Sandusky Bay (Bay), localized flow conditions on Waverly Road and Marlboro Street because of excessive inflow and infiltration (I/I), flow and capacity of the Arthur Street sewer, and the position of the Arthur Street combined sewer overflow (CSO) flap gate.



Mr. Aaron Klein
 City of Sandusky
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Background Information

Between 2018 and 2021, the City and Strand Associates, Inc.® (Strand) completed a project to update the combined sewer hydraulic model as part of the General Plan for CSO control. The General Plan was evaluated based on a 2007 typical year of rainfall for controlling CSOs and that hydraulic model was focused on larger sewer infrastructure and did not include pipes 10-inches and smaller. The Marlboro Street and Waverly Road areas were not included in the original model but were added as part of this evaluation based on City-provided design drawings. It is important to note, the hydraulic model contains publicly owned infrastructure (manholes and sewers), and private laterals are not included. According to drawings provided by the City, the sewers on Waverly Road and Marlboro Street range from 6 to 8 feet deep, as opposed to 10-feet deep, which is more common for sewers that service homes with basements. For purposes of this evaluation, a full flowing pipe will be considered an indicator for WIBs. To gain a better understanding of when WIBs occur in this area, the City may want to consider surveying these homes, particularly the finished floor and basement elevations.

Once the sewers were added to the model, drainage areas were delineated for Waverly Road and Marlboro Street to estimate the flows on those streets during both dry weather and wet weather flow conditions. While the sanitary and stormwater runoff are separated in this area, a portion of rainfall has the potential to infiltrate into the sanitary sewer which could contribute to WIBs. During the largest event in the typical year, the hydraulic model predicted the sanitary sewers in Waverly Road and Marlboro Street are approximately 30 percent full which does not indicate a WIB problem in the area.

Rainfall Analysis

The following table presents rainfall statistics for the events that occurred on September 7, 2020, July 16, 2021, July 25, 2021, and the largest storm in the typical year. Within the 2007 Typical Year, the most intense rainfall event has a total of 0.81 inches in the peak hour and approximately 2.20 inches in a 24-hour period. As noted above this event when simulated in the hydraulic model does not indicate a significant risk for WIBs.

Date	Rainfall Amount			
	Peak 1-hr Rainfall (Inch)	Recurrence Interval	Total 24-hour Rainfall (Inch)	Recurrence Interval
September 7, 2020	0.97	1-Year	2.36	1 to 2 Years
July 16, 2021*	1.17	2-Year	2.37	1 to 2 Years
July 25, 2021*	1.79	10 to 25 Years	1.89	9 months to 1-Year
Largest Typical Year Event	0.81	4 Months	2.20	1 to 2 Years
*Resulted in Water-in-basements (WIBs)				

When evaluating the rainfall events, the table shows that while the overall 24-hour rainfall amounts on July 16, 2021 and July 25, 2021 were equivalent to or less than the September 2020 event, which did not result in WIBs, the peak 1-hour totals were much greater. While overall rainfall volume may be more relevant to CSO control, rainfall intensity is more relevant to peak capacity and in this case a potential cause for WIBs. The tendency can be to define rainfall by the total over a 24-hour period, however, the

Mr. Aaron Klein
City of Sandusky
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rainfall intensity should also be considered and to state the rain event that occurred on September 7, 2020 is “bigger” than what occurred on July 25, 2021 is not a fair representation. Therefore, the rainfall intensity may have been a contributing differentiating factor between the July 2021 rainfall events that caused WIBs and the September 2020 event that did not report any WIBs.

Elevated Level of the Bay

On average, the elevation of the Bay ranges between approximately 572.3 and 571 feet NAVD88. At the time of the rainfall events listed in the previously referenced table, the elevations of the Bay were approximately 573.2, 573.6, and 573.3 feet for September 7, 2020, July 16, 2021, and July 25, 2021, respectively. The elevation of the outfall is approximately 569.70 meaning the outfall pipe was nearly totally submerged at the time of these events. When the elevation of the Bay is elevated, flow backs up in the sewer system and does not discharge until the water elevation in the sewer is higher than Bay. In addition, while the Bay elevation is high, this reduces the available capacity of the outfall pipe. While the invert elevations of the Waverly Road sewer are approximately 578 feet and several feet above the Bay elevation, the hydraulic grade line starts at the downstream end (the Bay) and backs up as flows exceed the capacity of the pipe. If the Bay is at a normal elevation (between 1 to 2 feet lower) the peak hydraulic grade line would be lower by 1 to 2 feet. During these rain events, it is assumed the main interceptor was full causing flow to back up in the sewer to Third Street and then continuing upstream potentially contributing to WIBs on Waverly Road and Marlboro Street. Therefore, Bay elevations elevated above normal levels may have contributed to the WIBs that occurred on July 16, 2021 and July 25, 2021.

Pipe Capacity Deficiencies

There were two primary areas of concern as it relates to WIBs in this area and pipe capacity issues: the local sewers on Waverly Road and Marlboro Street, and the Arthur Street sewer. Rainfall information for the three observed storms were retrieved from City-maintained rain gages and were added to the hydraulic model. As stated previously, catchments were delineated for the areas tributary to Waverly Road and Marlboro Street and were added to the model. Following are two figures of a hydraulic profile for the sanitary sewer on Waverly Road extending from Third Street to Erie Boulevard. The September 7, 2020 event is shown in Figure 2 and the July 16, 2021 event is shown in Figure 3. The brown line on the profile indicates the ground elevation and the pink line represents the maximum water surface elevation. Both profiles indicate the potential for surcharging at the downstream end near Third Street but extending upstream, the pipe is not full indicating a local capacity issue on Waverly Road may not be a contributing factor to the WIBs. The profiles on Marlboro Street indicate a similar result that the potential for surcharging may be more likely caused by a downstream capacity issue than localized flow. Because these simulations are only estimations of the flow in these sewers it should be noted other potential sources of I/I such as deteriorated brick manholes and flow from private laterals could be contributing to the presence of WIB's and should be further evaluated.

Mr. Aaron Klein
 City of Sandusky
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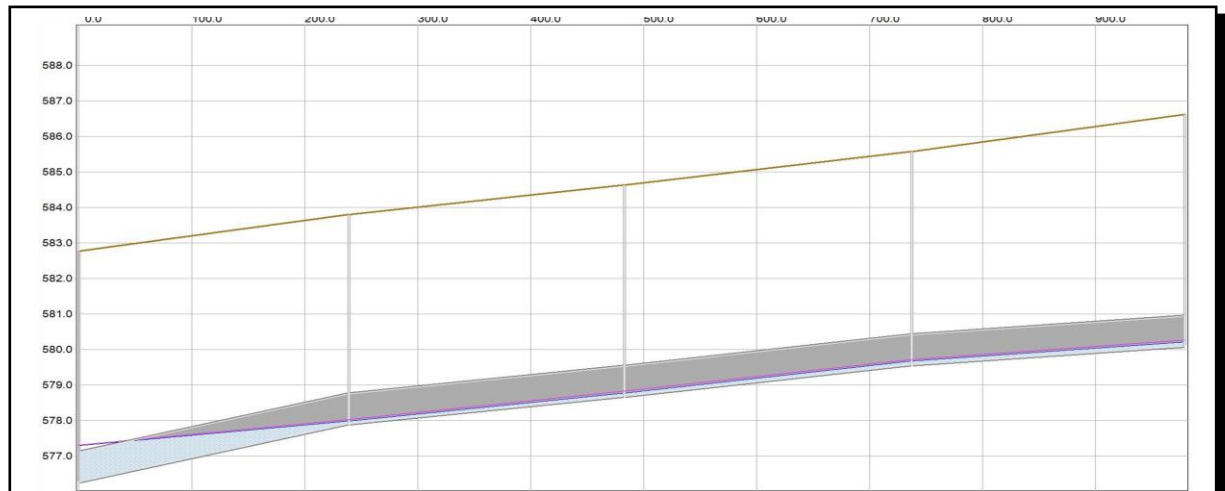


Figure 2 Waverly Road Sewer Profile–September 7, 2020 Rain Event

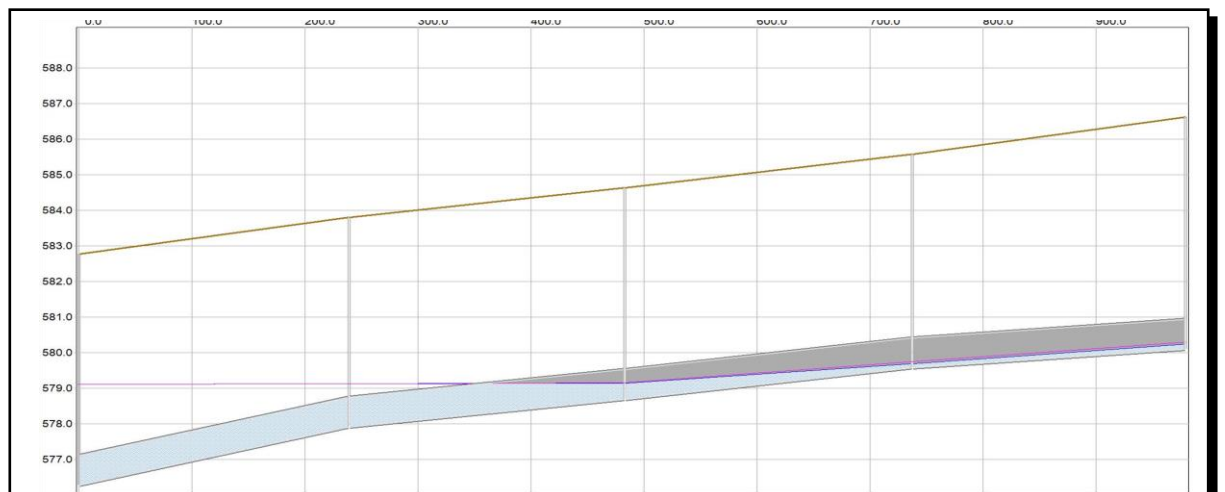
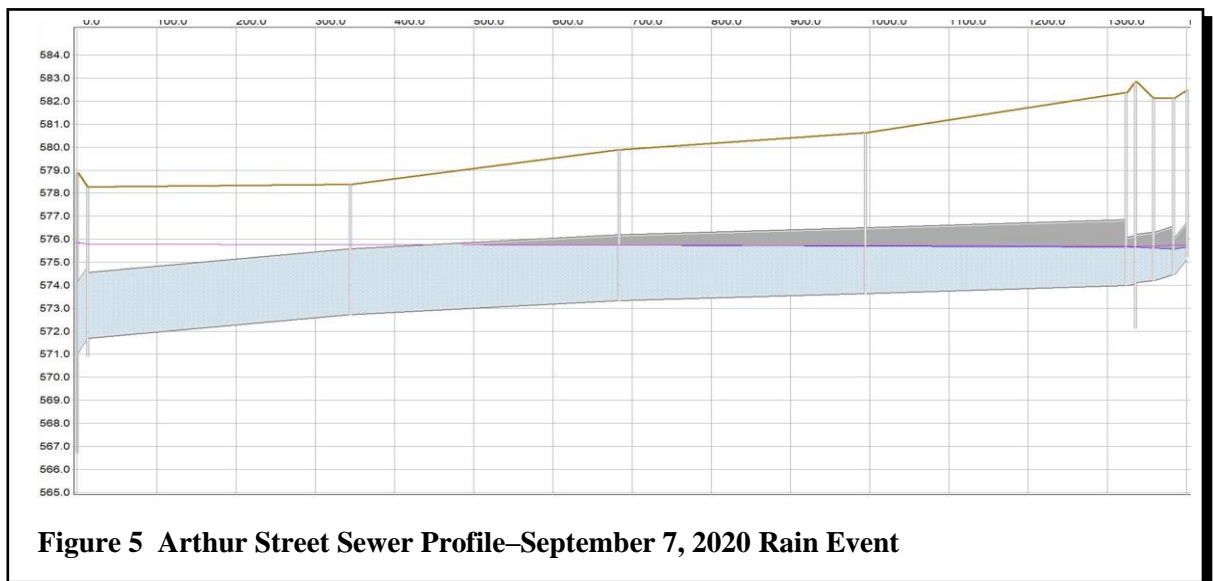
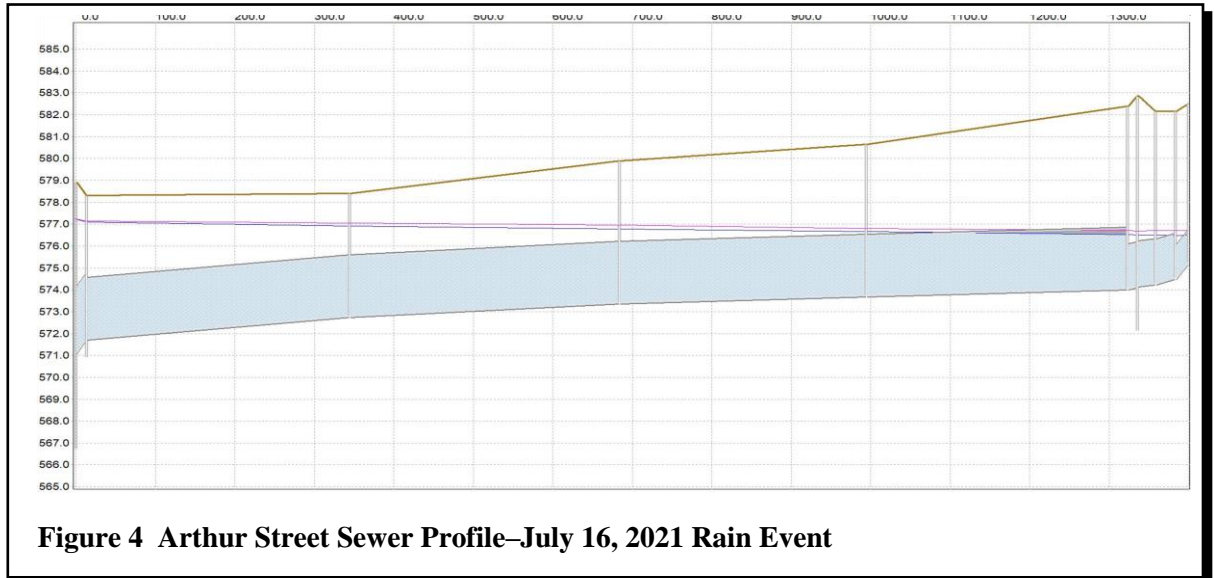


Figure 3 Waverly Road Sewer Profile–July 16, 2021 Rain Event

As stated previously, and shown on the hydraulic profiles, the sewer model indicates the potential for surcharging in the project area is more likely caused by a downstream capacity issue. Figure 4 shows a hydraulic profile of the Arthur Street sewer extending from the connection to the main interceptor near First Street and extending to the intersection of Fifth Street and Waverly Road during the July 16, 2021 rain event. By contrast, the peak hydraulic gradeline for this sewer during the September 7, 2020 rain event is approximately 1-foot lower, as shown in Figure 5. Both simulated profiles indicate the peak hydraulic gradeline in the interceptor is causing flow to back up the sewer in Arthur Street potentially contributing to WIBs in Waverly Road and Marlboro Street

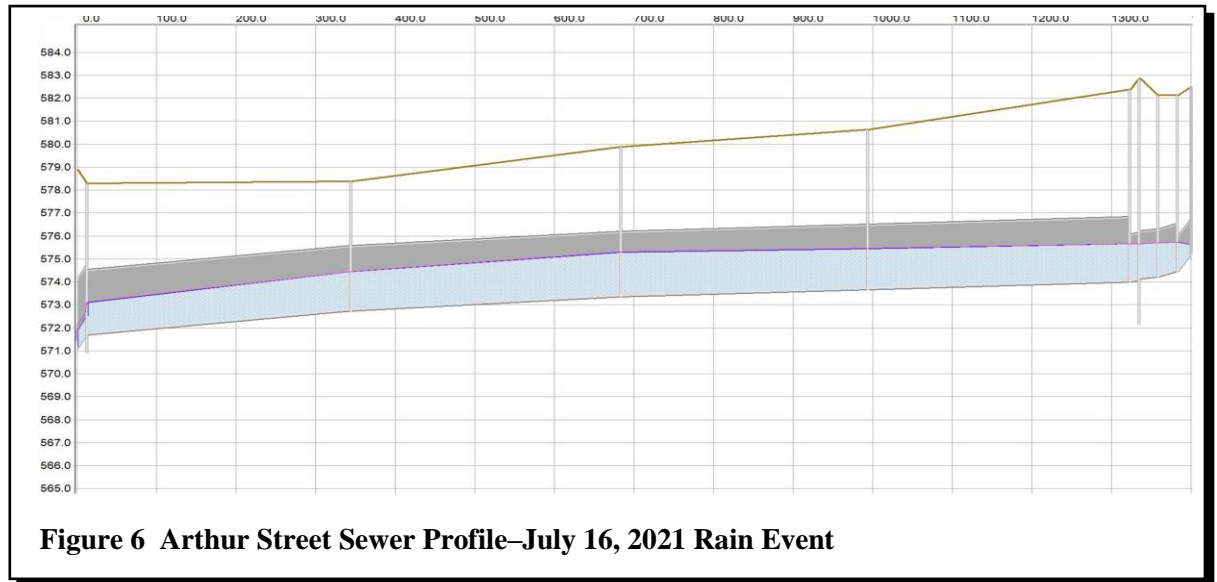
Mr. Aaron Klein
City of Sandusky
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February 22, 2022



To further exhibit the impact of the interceptor on the hydraulic gradeline in Arthur Street, the July 16, 2021 rain event was simulated assuming the interceptor was only flowing 90-percent full and not surcharged. The resulting peak hydraulic gradeline of the Arthur Street sewer from 1st Street to 5th Street is shown in Figure 6. The City indicated the interceptor was last inspected and cleaned in 2010 and the anticipation by the City is that grit has settled in the interceptor thereby reducing its capacity. At this time, the presence of or depth of sediment or grit in the interceptor cannot be confirmed however if true the presence of sediment could have a significant impact on the hydraulic gradeline and contributed to

Mr. Aaron Klein
 City of Sandusky
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the WIBs that occurred during July 2021. The discussion above and Figure 6 suggest if the interceptor were not surcharged, the Arthur Street sewer would have capacity and there may not be a significant risk for WIBs on Waverly Road and Marlboro Street. To reduce the risk of recurring WIBs and flooding manholes in this location and other locations throughout the City, the City could consider routine cleanings and inspections of the interceptor to assess the presence of sediment buildup and improve available interceptor capacity.



Between September 2020 and July 2021, the City constructed an auxiliary lift station at the Farwell Lift Station and a force main that connects to the Arthur Street sewer at Third Street. The hydraulic model predicted the two feet of surcharging in the Arthur Street sewer at First Street was primarily related to a downstream condition during the September 7, 2020 rainfall event. Peak flows simulated by the model during the September 2020 rain event reached approximately 2.8 million gallons per day (MGD), which is less than the 12.5 MGD pipe capacity. In July 2021, the Farwell Auxiliary Lift Station and force main were operational. During the July 16, 2021 event, flows in the Arthur Street sewer, upstream of the force main connection, approached a peak of approximately 3.0 MGD. With the addition of approximately 6.0 MGD from the Farwell Auxiliary Lift Station (according to flow data provided by the City), the Arthur Street sewer would still have conveyance capacity. As part of the project, an 18-inch overflow pipe was installed between the existing 33-inch Arthur Street sewer and a 4- by 5.5-foot box culvert. The below Figure 7 shows the associated connections between the force main, Arthur Street sewer, and the culvert pipe. During the model simulation, while the 33-inch sewer was surcharged, there was available capacity in the box culvert. It is important to note the stormwater runoff contributing to the box culvert was not included in the original combined sewer model. While the design intent is for the 18-inch overflow between the Arthur Street sewer and box culvert to act as a relief for the sanitary pipe, during intense rain events the opposite could be true. Based on the capacity of the rectangular culvert and elevation of the 18-inch overflow pipe, the following scenarios may occur at varying flow rates:

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- Flow in the culvert of 30 cubic feet per second (cfs) or 19.4 MGD represents a depth of 1.9 feet, which is the invert of the 18-inch overflow in the box culvert.
- Flow in the culvert of 41 cfs (26.5 MGD) represents a depth of 2.3 feet and the elevation at which the culvert has the potential to back up and flow into the sanitary sewer.
- Full flow in the culvert of 65 cfs (42 MGD) has the potential to contribute 4 MGD to the sanitary sewer.

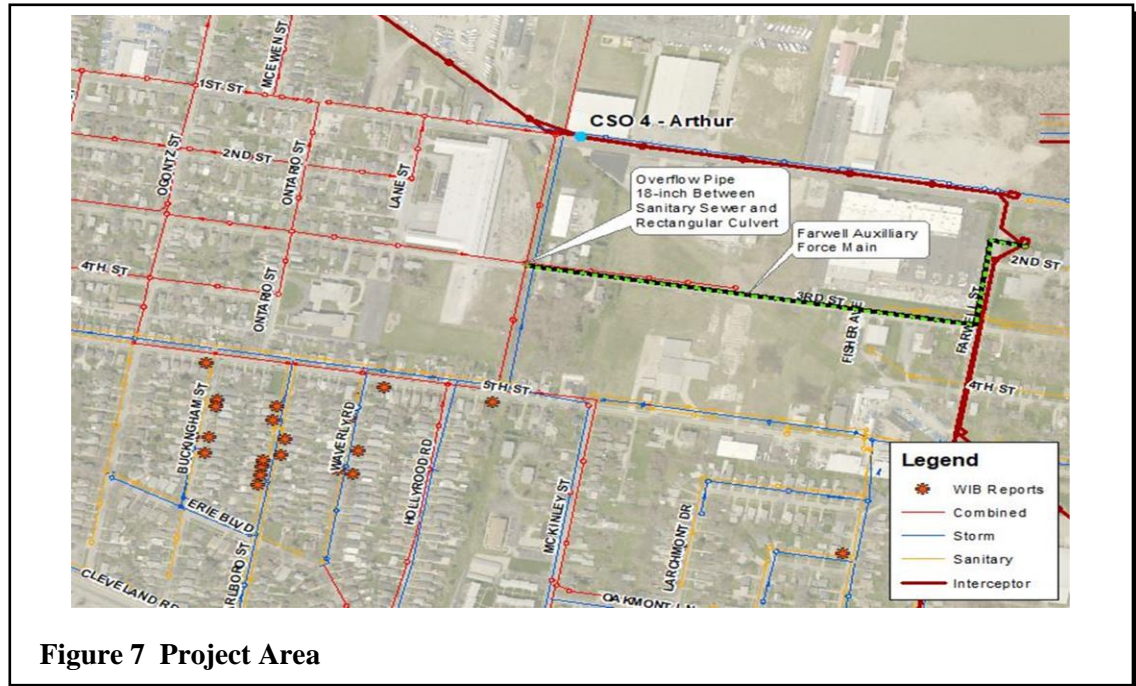


Figure 7 Project Area

With the Farwell Auxiliary Lift Station running, the existing hydraulic model predicts the Arthur Street sewer and the box culvert have available conveyance capacity and surcharging may be related to a downstream capacity deficiency. However, if during intense rain events the rectangular culvert is flowing greater than 60 percent full, there is the potential that the 18-inch overflow pipe is serving as relief for the storm sewer and contributing additional flow to the sanitary sewer exceeding its capacity and contributing to the upstream WIBs. While flow monitoring data did not indicate stormwater backed up through this 18-inch overflow pipe during the rain events described in this letter, this remains a possibility and the City should consider placing a flap gate or an in-line check valve in this relief sewer to reduce further risk of WIBs.

Arthur Street CSO Flap Gate

The Arthur Street sewer, mentioned previously, is connected to a CSO outfall pipe at First Street between Lane Street and Farwell Street. The outfall pipe also has a connection to the 48-inch main interceptor with a flap gate that allows combined sewage to surcharge the interceptor and overflow through the Arthur Street CSO. During the July 2021 rainfall events, the City was notified the flap gate was partially (approximately 25 percent) stuck open allowing only a portion of flow to overflow at the Arthur Street

Mr. Aaron Klein
City of Sandusky
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February 22, 2022

CSO. Because this flap gate was partially blocked, this further exacerbated surcharging in the interceptor causing flow to back up the Arthur Street sewer and having the potential to flood manholes along the interceptor between the Arthur and Ogontz CSOs. It is anticipated this temporary gate condition contributed to the WIBs that occurred on July 16, 2021 and July 25, 2021. It is important to note that the City had temporarily suspended CSO maintenance inspections due to limited availability of staff but these regular inspections have since been resumed.

Summary

On July 16, 2021 and July 25, 2021, several homes on Waverly Road and Marlboro Street experienced WIBs. The City indicated there was a similar rain event on September 7, 2020 that did not cause WIBs. While the overall rainfall volume on September 7, 2020 was equivalent to or greater than the two events in 2021, the events in 2021 were more intense during a 1-hour period, which has a greater impact on pipe capacity and WIBs than a 24-hour rainfall duration. During all three of the observed rainfall events, the elevation of the Bay is higher than normal (higher in 2021 than in 2020), which results in greater surcharging of the combined sewer system before the CSO flap gates open and discharge to the Bay.

Between 2020 and 2021 the City constructed an auxiliary lift station and force main to reduce the risk of surcharging in the Farwell Street sewer, and in the interceptor along First Street, west of Farwell Street. The auxiliary force main was installed along Third Street and discharges to the 33-inch Arthur Street sewer downstream of the WIBs on Waverly Road and Marlboro Street. Model simulations indicated the Arthur Street sewer and box culvert had conveyance capacity to accommodate the auxiliary lift station flows during the July 16, 2021 rain event. While the Arthur Street sewer was surcharged, the box culvert had available capacity. However, additional information is needed to determine whether stormwater flow in the rectangular culvert has the potential to flow into the sanitary sewer, impacting its capacity. The City may also want to consider adding a flap gate or an inline check valve on the 18-inch overflow to reduce the risk of stormwater backflowing into the 33-inch sanitary sewer.

After the July 2021 rain events that resulted in WIBs, the City discovered that a flap gate on the Arthur Street CSO was stuck partially open and was unable to fully open to relieve surcharging in the interceptor. This may have resulted in further surcharging of the interceptor which had the potential to back up into the Arthur Street sewer and potentially Waverly Road and Marlboro Street instead of allowing it to overflow through the CSO gate as designed. Because this temporary condition was only discovered following the event, it is unclear how the gate operated during the event and to what impact it would have on the operation of the Arthur Street CSO. It is Strand's understanding this gate has since been repaired and is now functioning as intended. The City may wish to perform regular inspections of this flap gate at Arthur Street and First Street to verify whether is in good working order.

Sincerely,

STRAND ASSOCIATES, INC.®



Justin M. Kuhbander, P.E.

c: Kelly M. Kuhbander, Strand Associates, Inc.®

CERTIFICATE OF FUNDS

In the Matter of: Interceptor Cleanout Project

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 613-5446-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/3/2022

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED EASTSIDE AND WESTSIDE INTERCEPTORS CLEANING 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 proposed Eastside and Westside interceptors Cleaning Project will provide for the cleaning of the sewer interceptors west of the Wastewater Treatment Plant to Monroe Street and eastward towards Farwell Street; and

WHEREAS, the sewer interceptors are large diameter pipes that carry flows from the eastern and western extents of the City's combined and sanitary sewer system to the Wastewater Treatment Plant on Harrison Street and while sewers are designed to be as self-cleaning as possible, the heavier sediment and waste solids "fall out" of the flow of sewage and accumulate as buildup in the bottom of the pipe which reduces its capacity and has been compounded by the high bay levels over the past few years; and

WHEREAS, this project will re-establish the original capacity, thereby minimizing overflow events and volumes, while reducing the chances for sewer backups in the smaller, older sewer catchment areas; 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 as early as possible in 2022 to allow enough time for all work to be completed prior to fall rain events; 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 Eastside and Westside interceptors Cleaning 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 Eastside and Westside interceptors Cleaning 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 Eastside and Westside interceptors Cleaning 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

TO: Eric Wobser, City Manager

FROM: James A. Stacey III, Public Transit Administrator

DATE: February 16~~28~~, 2021

SUBJECT: Agreement for Transportation Billing Services – Medicaid Billing Solutions (MBS)

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a ~~one~~ (1) year contract agreement for transportation billing services between the City of Sandusky and Medicaid Billing Solutions, Inc. of Cincinnati, Ohio.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) is engaged in the business of providing services to individuals with development disabilities who reside in ~~Ohio, the~~ City of Sandusky, Ohio. hereby engages the services of Medicaid Billing Solutions to provide Medicaid billing services relating to City of Sandusky Transit System.

Medicaid Billing Solutions has provided ~~shall provide~~ Medicaid billing services since 2017 and has requested a modification to the fees in the agreement from 3% to "the higher of \$150.00 per month or 3%" of revenue received by the City as a result of MBS's billing services. MBS will provide and consultation to comply with federal, state, local laws, rules and regulations and to maximize City of Sandusky Medicaid revenue through efficient and effective claims submission and collection.

The City of Sandusky shall take all necessary steps to assure access by MBS to pertinent documentation, records, data, facilities and personnel sufficient to facilitate, expedite and generally permit the efficient completion of services

BUDGET IMPACT: The City of Sandusky agrees to a variable monthly fee for services rendered. These fees will be based upon Medicaid Billing Solutions providing billing services with MBS-owned software. Billing includes on-site and/ or video conferencing consultation visits to discuss billing and revenue and to train staff as necessary or requested. Medicaid Billing Solutions fees are the higher of \$150 per month or 3% of revenue received by City of Sandusky as a result of MBS's billing services.

ACTION REQUESTED: It is requested that legislation be adopted allowing the City Manager to enter into a contract for transportation services with Medicaid Billing Solutions from January 1, 2022 to December 31, 2022. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to immediately execute the agreement as the prior agreement expired on December 31, 2021, and to continue services which will generate potential revenue for the Sandusky Transit System.

James A. Stacey III, Public Transit Administrator

I concur with this recommendation:

Formatted: Font: (Default) +Body (Calibri)

Eric Wobser, City Manager

Jonathan Holody,
Director of Community Development

cc: Cathy Meyers, Clerk of the City Commission
Michelle Reeder, Finance Director
Brendan Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Transit- Medicaid Billing Solutions Agreement

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 218-6822-53426

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/23/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR BILLING SERVICES WITH MEDICAID BILLING SOLUTIONS, INC., OF CINCINNATI, OHIO, FOR SERVICES RELATED TO THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky, through the Sandusky Transit System, provides transportation for individuals with developmental disabilities and has become eligible to bill Medicaid for these transportation trips; and

WHEREAS, subsequent to a request for proposals (RFP) process, the City Commission approved an agreement for billing services with Medicaid Billing Solutions, Inc., of Cincinnati, Ohio, for services related to the Sandusky Transit System by Ordinance No. 17-133, passed on July 10, 2017; and

WHEREAS, Medicaid Billing Solutions, Inc. has requested to modify the fees in the agreement from 3% to **"the higher of \$150.00 per month or 3%"** of revenue received by the City as a result of MBS's billing services; and

WHEREAS, these fees are based on MBS providing billing services with MBS-owned software and the fees include on-site and/or video conferencing consultation visits to discuss billing and revenue and to train staff as necessary or requested; 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 to immediately execute the agreement as the prior agreement expired on December 31, 2021, and to continue services which will generate potential revenue for the Sandusky Transit System; 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 Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an Agreement for Billing Services with Medicaid Billing Solutions, Inc., of Cincinnati, Ohio, for Medicaid billing services related to the Sandusky Transit System, substantially in the same form as Exhibit "1", a copy of which is attached to this

Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHY A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022



Medicaid Billing Solutions, Inc.

Agreement for Billing Services

CITY OF SANDUSKY

November 15, 2021

**AGREEMENT BETWEEN CITY OF SANDUSKY
AND MEDICAID BILLING SOLUTIONS, INC. (MBS)**

I. Agreement

This agreement for MBS services is **effective as of March 1, 2022**, by and between CITY OF SANDUSKY, whose primary offices are located at 240 Columbus Avenue, Sandusky, OH 44870 and Medicaid Billing Solutions, Inc. (MBS) whose primary offices are located in Cincinnati, Ohio 45255.

Whereas CITY OF SANDUSKY is engaged in the business of providing services to individuals with developmental disabilities who reside in Ohio, CITY OF SANDUSKY hereby engages the services of MBS to provide Medicaid billing services relating to CITY OF SANDUSKY programs and in consideration of the mutual promises herein contained, the parties agree as follows:

II. Purpose

- A. MBS shall provide Medicaid billing services and consultation to comply with all federal, state, and local laws, rules and regulations and to maximize CITY OF SANDUSKY'S Medicaid revenue through efficient and effective claims submission and collection.
- B. MBS shall provide the following services:
 - 1. Review service documentation for compliance and quality.
 - 2. Enter all services provided by CITY OF SANDUSKY into billing software.
 - 3. Submit all billable services, including non-waiver, for reimbursement in accordance with DODD & ODM requirements.
 - 4. Ensure all possible services and individuals are being billed.
 - 5. Process third party insurance claims as required.
 - 6. Track submission, attestation, and payment of claims to achieve optimal return of payments to provider.
 - 7. Research, correct, and resubmit errors and denials in a timely manner. Identify trends and establish procedures with staff to reduce errors and denials. Review utilization of authorized services to identify concerns prior to providing services and billing claims to minimize billing errors and denials.
 - 8. Review services provided to services billed to services paid to ensure maximization of Medicaid revenue.
 - 9. Train provider staff as needed/requested.
 - 10. Provide reports and consultation to management staff as often as required by this agreement.
 - 11. Attend state trainings as necessary to stay informed of Medicaid and DODD provider requirements.
 - 12. Provide ongoing communication with the provider staff.
- C. CITY OF SANDUSKY shall take all necessary steps to assure access by MBS to pertinent documentation, records, data, facilities and personnel sufficient to facilitate, expedite and generally permit the efficient completion of services contracted herein. Such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC

§§ 1320 - 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio.

1. CITY OF SANDUSKY shall ensure the accuracy of information submitted to MBS.
2. CITY OF SANDUSKY shall collect service documentation and send to MBS for review and processing.
3. CITY OF SANDUSKY shall maintain records in accordance with Medicaid provider agreement with DODD.

II. Relationship of Parties

MBS shall for all purposes be treated as a contractor of CITY OF SANDUSKY and not as an employee, or servant. Nothing in this Agreement shall be construed to make MBS an employee or servant of CITY OF SANDUSKY Consultants or other personnel engaged by MBS shall at all times act and perform as employees or independent contractors of MBS. CITY OF SANDUSKY has an interest only in the results to be achieved, and the conduct and control of the services to be provided will lie solely with MBS and its employees.

III. Confidentiality/HIPAA Business Associate

A. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Medicaid Billing Solutions, Inc.
- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean CITY OF SANDUSKY.
- (c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

B. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

C. Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in this Service Agreement.

- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

E. Term and Termination

- (a) Term. This Agreement shall be effective **March 1, 2022** and shall remain in full force and effect for services provided to individuals until either party terminate this agreement by giving thirty (30) day written notice to the other party or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.
- (c) Obligations of Business Associate upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out which applied prior to termination; and
5. Return to covered entity the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

IV. Fee

- A. CITY OF SANDUSKY understands and agrees to maintain confidential the fee schedule as outlined.
- B. Fees are based on MBS providing billing services with MBS-owned software. Billing includes on-site and/or video conferencing consultation visits to discuss billing and revenue and to train staff as necessary or requested. Medicaid Billing Solutions fees are the higher of **\$150 per month** or **3%** of revenue received by CITY OF SANDUSKY as a result of MBS's billingservices.
- C. MBS will invoice CITY OF SANDUSKY when DODD posts paid claims after services are billed.
- D. Any increase or decrease in contract fees must be accompanied by a description of the change in services and agreed upon by CITY OF SANDUSKY and MBS as evidenced by signature of authorized agents of CITY OF SANDUSKY and MBS.
- E. CITY OF SANDUSKY agrees to submit payment for MBS invoices within 30 days of receipt.

V. General Provisions

- A. This agreement constitutes the full and complete Agreement between CITY OF SANDUSKY and MBS and no amendment, modification, waiver or supplemental shall be binding on either party unless embodied in writing and signed by duly authorized representatives of each party.
- B. Any provision or condition in any purchase order or other memorandum of CITY OF SANDUSKY or MBS which is in any way inconsistent with, or which adds to, the

provisions, hereof is hereby agreed to be null and void.

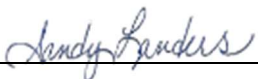
- C. Except as otherwise limited herein, MBS will offer a limited guarantee on the accuracy of any information, services or product furnished hereunder. MBS provides no warranty as to the accuracy or completeness of the project and MBS is not to be construed as a substitute for legal advice. As such, MBS may limit its guarantee to the accuracy and performance of services under the terms of this agreement, to the actual loss and expense incurred by CITY OF SANDUSKY due to MBS failure to be timely and accurate.
- D. MBS shall not be liable for any loss, injury, or damage resulting in whole or in part from acts of God, acts of public or quasi-public authorities, fire, theft, accidents involving aircraft or motor vehicles, or any cause beyond the control of MBS.
- E. MBS assumes responsibility for the loss, destruction or security of valuable papers, information or data of CITY OF SANDUSKY except as limited in item 3 (above).
- F. MBS shall comply with all federal, state and local laws.

VI. Signatures

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.

MBS

CITY OF SANDUSKY

By 

By _____

Print Sandy Landers

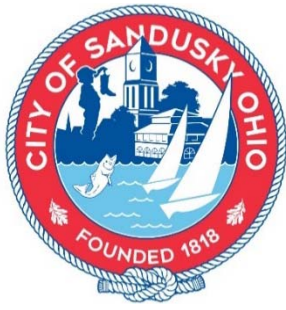
Print _____

Title CEO

Title _____

Date November 15, 2021

Date _____



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E., Director

Date: February 16, 2022

Subject: Commission Agenda Item – Purchase Toro Groundsmaster 5910 Rotary Mower

ITEM FOR CONSIDERATION: Legislation approving the purchase of a new Toro Groundsmaster 5910 Rotary Mower through the Sourcewell cooperative purchasing program Contract No. 031121-TTC for the Grounds Maintenance Division.

BACKGROUND INFORMATION: The above listed mower is available for a purchase price of \$124,521.50, from Century Equipment of Toledo, OH through the Sourcewell cooperative purchasing program, Contract No. 031121-TTC. The new mower is equipped for increased efficiency and ease of operation.

The purchase of the new mower is necessary to replace an existing 1999 Toro 580 Mower, which is beyond its useful life and is getting more difficult to repair due to the age and availability of parts. Furthermore, the Fleet Maintenance Chief Foreman is recommending the mower be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale being deposited in the Issue 8 Capital Fund – Vehicles, Facilities & Equipment as soon as the new equipment is received.

BUDGETARY INFORMATION: The total cost of a new Toro Groundsmaster 5910 Rotary Mower is \$124,521.50 and will be paid for using Capital Issue 8 funds. This purchase will be included in the capital budget for 2022.

ACTION REQUESTED: It is recommended that proper legislation be prepared to purchase a new Toro Groundmaster 5910 Rotary Mower through the Sourcewell cooperative purchasing program Contract 031121-TTC for Grounds Maintenance Division in an amount not to exceed \$124,521.50 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow as the current lead time for this mower is out six months, pushing delivery out to August of 2022.

I concur with this recommendation:

Eric Wobser
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

TORO®

Groundsmaster® 5900/5910

LARGE AREA ROTARY MOWER

F E A T U R E S

- 192 in. (488 cm) width of cut, mows 100+ acres per day
- 3.3 L Yanmar® EPA Tier 4 Final and EU Stage IV emissions compliant turbo-diesel engine
- Full-time, bi-directional 4WD
- SmartPower® -optimized mowing in all conditions
- CrossTrax® all-wheel drive system offers increased cross wheel traction control
- 0° uncut circle in turns
- Onboard InfoCenter™ with advisories and diagnostics for maximum uptime
- SmartCool® auto-reversing cooling fans
- 24-volt electrical system powers cooling system
- HybridDrive™ cutting deck system delivers unmatched reliability
- 4-way adjustable seat and Air Ride Suspension
- Integrated ControlArm™ with fingertip electronic controls
- All-season safety cab with air conditioning and heater (5910)

More Parks & More Rec.

Tasked with maintaining more parks and sports fields with no additional workers or budget? Is it possible to do more with less? The Groundsmaster® 5900 Series mowers can mow over 17 acres/hour (6.87 hectares/hour) using only one operator! And to match the 16' (4.88 m) wide mowing brawn and a more fuel-efficient EPA Tier 4 Final and EU Stage IV emissions compliant Yanmar® 3.3 L engine, the Groundsmaster 5900 series is loaded with intelligence. SmartPower® allows the operator to effortlessly maintain the correct speed for optimal cutting, while the SmartCool® system prevents overheating with auto-reversing the cooling fans. An onboard InfoCenter™ gives the operator a quick read on all systems and even provides assistance at the right moment. When the comfort and safety of an all season cab, the incredibly nimble handling, and tough Toro durability are added in, the new Groundsmaster 5900 series proves beyond doubt that increased efficiency and ease of operation lead to higher productivity.

toro.com/5900



Groundsmaster® 5900



Groundsmaster® 5910

SMARTPOWER

Groundsmaster® 5900/5910 Specifications*

	GROUNDMASTER 5900, MODEL 31698 / GROUNDMASTER 5910, MODEL 31699
ENGINE	Yanmar 3.3L, EPA Tier 4 Final and EU Stage IV emissions compliant, turbocharged diesel with direct injection and electronic high-pressure common rail. 72 HP (53.7 kW) @ 2500 rpm, Torque: 206 lb.-ft. (279 N•m) @ 1625 rpm Displacement: 202 cu. in. (3.3 L).
COOLING SYSTEM	24V dual electric fan banks for separate engine radiator and hydraulic oil cooling; fan banks are variable speed, with auto-reverse feature (SmartCool®, based on coolant and oil temps), radiator is cross flow, 3 rows, 9 fins per in. (FPI). Hydraulic oil cooler is crossflow, 6 FPI. Cooling fan banks tilts away for fast, easy cleaning.
FUEL SYSTEM	Uses ultra-low sulfur diesel fuel only. Biodiesel compatible up to B20.
CAPACITIES	Fuel: 35 gal.(132L) Hydraulic: 19 gal (71.9 L). Engine Oil w/filter: 11 qt. (10.4 L). Coolant: 13.5 qt. (12.7 L) (Model 31698), 18 qt. (17 L) (Model 31699)
HYDRAULIC SYSTEM	Capacity: 19 gal (71.9 L) reservoir, Remote spin-on charge filter, Oil: Toro premium all season hydraulic fluid
TIRES/WHEELS	Front: 29x12.00-15, 6 ply rating, 32 psi; Rear: 23x10.50-12, 6 ply rating, 30 psi;
INSTRUMENTATION	Onboard LCD (InfoCenter™) display shows customizable gauges, service reminders, advisories/faults and troubleshooting assistance. Indicates fuel level, coolant temp, hydraulic oil temp, engine glow plug, low oil pressure, air cleaner restriction, 12 and 24 volt alternator voltage output, engine hours and rpm, and engine DPF regeneration.
POWERTRAIN	Full time automatic forward and reverse 4WD in low (mow) range. Front wheel drive in transport. Parallel hydrostatic, closed loop with cross wheel traction (CrossTrax™) design; traction drive pump: variable displacement piston, servo control. Front drive: 2-speed, fixed displacement high torque, low speed radial piston motors. Rear drive: single speed, fixed displacement, high torque, low speed radial piston motors. Smart Power® feature controls traction speed to maintain optimal cutting blade speed.
ELECTRICAL SYSTEM	Main: 12 volt system; Alternator: 12V, 80 amp, supplied w/ engine Battery: 1380 CCA (2x 690 CCA), Cooling Fans, Engine/Hydraulic cooling: 24 volt system; Alternator: 24V, 105 amp w/ remote sense; Battery: 350 CCA; Disconnect ON/OFF switch for 12 & 24 volt service safety. Service: Dynamic, hydrostatic 4WD in low range. Front wheel drive braking in high range. Parking: Electrohydraulic controlled via double-motion rocker switch. Spring applied, hydraulic released. Internal to front wheel motors. Automatically applies with engine OFF or key OFF Manual override from operator platform for servicing
PRODUCTIVITY	Infinitely variable speed. Forward speeds: mow: 0-10.8 mph (17.4 km/h) Transport: 0-20 mph (0-32.2 km/h). Reverse speeds: mow 0-5.7 mph (0-9.2 km/h), transport: 0-10.5 mph (0-16.9 km/h) transport. Speed control: Electronic, limits max speed. Maximum productivity: 20.8 acres/hr. (8.4 ha/hr). Typical productivity: 13.1 acres/hr (5.3 ha/hr)**; NOTE: For EU countries complying to ISO 5395, all speeds and mow rates should be reduced by 12%.
CONTROLS	Control arm, right armrest, travels with seat and suspension. Deck lift/lower, electrohydraulic switches. Throttle; electronic, variable. Traction pedal, electronic. Park brakes: double-motion switch. Steering; hydrostatic load sensing. Other: High/low range, PTO, cruise control, lights (31698 only), horn, key switch, wing deck transport latches (manual).
OPERATOR STATION	Operator platform: isolated rubber mounted. Seat: 4 way adjustable with vinyl (31698) or cloth (31699) cushions standard. Suspension: air-ride with 3 in. (7.6 cm) of adjustability. Steering: power and adjustable tilt. Traction Pedal: adjustable angle uses position sensor. Storage box, cup holder, and 12 volt power outlet, double USB port, standard.
STEERING	Uncut circle - 0" diameter. Turning radius - 86" (218 cm)
CAB (5910)	ROPS certified cab with heat, AC and the following standard features: climate system pressurized cab, heavy-duty pantograph front windshield wiper and washer, front windshield has 38" of visibility, interior mirror, fold away exterior side mirrors, molded front fenders, right and left doors and rear window have tinted (50%) glass, front and rear windows open, quick release window latches act as emergency exit, rubber sound isolator cab mounts and upholstered interior panels and headliner, textured neoprene floor mat, interior dome light. Power provided for optional aftermarket audio accessories. Optional road lights, rotating beacon and work lights available.
SAFETY AND LIGHTING	Standard (31698 & 31699): SMV sign rear mounted; LED brake, tail lights and flashers mounted in rear bumper; horn. ROPS Unit (31698) headlights, red and amber flashers, turn signals. Cab Unit (31699): Optional light kits, North American Road Light Kit (30706), Rotating Beacon Kit (31509), Work Light Kit (114-5610). Disconnect ON/OFF switch for 12 & 24-volt service safety.
CERTIFICATION	Meets or exceeds EU Machinery Directive (2006/42/EC); ISO 5395-2013 and ANSI B71.4-2012; ISO 21299 and SAE J1194; OSHA 29CFR1910.95 (SAEJ1175, European Directive 2000/14/EC, ISO 5395-2013); EN 55012:2007 and CISPR12. Model 31698 meets or exceeds ANSI/ASAE S279.12 (Lighting and Marking of Agricultural Equipment on Highways). Model 31699 air conditioning system meets SAE J1503, Section 8.
WARRANTY	Two year limited warranty.
VEHICLE WEIGHT (W/ FULL FLUIDS)	6,710 lbs. (3043 kg) (31698), 7,304 lbs. (3313 kg) (31699)
GROUND CLEARANCE	10.3 in. (26.1 cm)
DIMENSIONS	WIDTH: Transport: 99 in. (251 cm), Mow: 199 in. (505 cm) LENGTH: 174 in. (442 cm) HEIGHT: 85 in. (216 cm) (31698), 95 in. (241 cm) (31699) WHEELBASE: 77 in. (196 cm)

	CUTTING DECKS
TYPE	Three rear discharge rotary decks
CUTTING WIDTH	192 in. (488 cm), 57 in. (145 cm), 92 in. (234 cm), 144 in. (366 cm).
HEIGHT OF CUT	1-6 " in (2.5 – 15 cm) in 0.5 in. (1.3 cm) increments.
CONSTRUCTION	11-gauge high-strength steel. 7-gauge, reinforcements, bullnose bumpers.
PROTECTION	Wing decks: 2 way shock absorption.
DECK DRIVE	HybridDrive™ - Hydraulic motor to spindle, remaining spindle(s), driven by "B" section v-belts.
TENSIONING	Automatic, spring loaded idlers.
SPINDLES	Shaft: 1.25" (3.2 cm) hardened steel. Housing: 9" (22.9 cm) ductile iron. Bearings: Greaseable tapered roller.
STANDARD BLADES	20" (50.8 cm), heat-treated steel blades.
OPTIONAL BLADES	Atomic™ mulching blades, flat blades.
SKIDS	4 reversible polymeric, 2 reversible steel

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

**Maximum productivity @ 10.8 mph (17.4 km/h) & 100% efficiency.
Typical productivity @ 8 mph (12.9 km/h) & 85% efficiency



CERTIFICATE OF FUNDS

In the Matter of: Toro Groundmaster 5910 Mower

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 431-6202-54000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/23/2022

ORDINANCE NO. _____

AN ORDINANCE DECLARING A 1999 TORO 580 MOWER AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A NEW TORO GROUNDSMASTER 5910 ROTARY MOWER FROM CENTURY EQUIPMENT OF TOLEDO, OHIO, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE GROUNDS MAINTENANCE DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, it has been determined by the Fleet Maintenance Chief Foreman that the 1999 Toro 580 Mower is no longer fit for use due to its age and availability of parts and is recommending this mower be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale to be deposited in the Issue 8 Capital Fund (Vehicles, Facilities & Equipment Fund); and

WHEREAS, it is recommended to replace the 1999 Toro 580 Mower with a new Toro Groundsmaster 5910 Rotary Mower which is equipped for increased efficiency and ease of operation; and

WHEREAS, Sourcewell's (formerly National Joint Powers Alliance [NJPA]) cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

WHEREAS, the City, as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351), desires to purchase a Toro Groundsmaster 5910 Rotary Mower that has been competitively bid and made available through the membership from Century Equipment of Toledo, Ohio; and

WHEREAS, the total cost of a new Toro Groundsmaster 5910 Rotary Mower is \$124,521.50 and will be paid with Issue 8 Capital 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 to allow the order to be immediately placed as the current lead time for delivery is approximately six (6) months; 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 Grounds Maintenance Division, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will

take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds and determines that the 1999 Toro 580 Mower, is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of this personal property no longer needed for City purposes through public auction, sale process or internet auction with the proceeds from sale to be deposited into the Issue 8 Capital Fund (Vehicles, Facilities & Equipment).

Section 2. The City Manager is authorized and directed to expend funds for the purchase of a new Toro Groundsmaster 5910 Rotary Mower, through the Sourcewell Cooperative Purchasing Program (Contract 031121-TTC) from Century Equipment of Toledo, Ohio, for the Grounds Maintenance Division at an amount **not to exceed** One Hundred Twenty Four Thousand Five Hundred Twenty One and 50/100 Dollars (\$124,521.50).

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.

PAGE 3 - ORDINANCE NO. _____

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Aaron M. Klein, P.E., Director
Date: February 16, 2022
Subject: **Commission Agenda Item – Award a contract to Mosser Construction, Inc. of Fremont, Ohio for the WWTP Emergency Back-up Generator Repair project**

ITEM FOR CONSIDERATION: Legislation to award a contract to Mosser Construction, Inc. of Fremont Ohio for the Wastewater Treatment Plant (WWTP) Emergency Back-up Generator Repair project.

BACKGROUND INFORMATION: Staff presented legislation at the January 10, 2022, City Commission meeting requesting permission to bid repairs to the emergency back-up generator at the Wastewater Treatment Plant (Resolution 005-22R). This project entails the rebuild of an existing 1998 standby generator that operates the 36 MGD ultraviolet disinfection system, two effluent pumps, a 120-volt control panel, and a process gate at the wastewater treatment plant that became inoperable as the engine on the unit was damaged due to a leak of engine coolant into the crankcase. The project will consist of the contractor disconnecting and reconnecting the generator, transport to and from the repair facility, all materials, and any temporary back-up power needed if supply chain issues delay service.

The following bid was received on Wednesday, February 16, 2022, at a formal bid opening:

Mosser Construction, Inc.	Base Bid:	\$485,000
Fremont, Ohio	Bond:	100%

After review of the bid, Mosser Construction, Inc. provided a complete bid at lowest and best, as well as, having the most knowledge of our facility. Staff is recommending a contract be approved. The engineer's estimate was \$447,000.

BUDGETARY INFORMATION: The total cost of the project shall not exceed \$485,000.00 and shall be paid from Sewer Funds.

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing a contract with Mosser Construction, Inc. of Fremont, Ohio for the Wastewater Treatment Plant Emergency Back-up Generator Repair project and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to order materials and parts to begin work in order to have it operational as quickly as possible, reducing increased costs for a temporary generator.

I concur with this recommendation:

Eric Wobser, City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: WWTP Emergency Back-up Generator Repair Project

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 613-5446-54090

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/23/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MOSSER CONSTRUCTION, INC. OF FREMONT, OHIO, FOR THE WASTEWATER TREATMENT PLANT (WWTP) EMERGENCY BACK-UP GENERATOR REPAIR PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the WWTP Emergency Back-up Generator Repair Project involves the rebuilding of an existing 1998 standby generator that operates the 36 MGD ultraviolet disinfection system, two effluent pumps, a 120-volt control panel, and a process gate at the Wastewater Treatment Plant, that became inoperable as the engine on the unit was damaged due to a leak of engine coolant into the crankcase, and the work includes disconnecting and reconnecting the generator, transport to and from the repair facility, all materials, and any temporary back-up power needed if supply chain issues delay service; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed WWTP Emergency Back-up Generator Repair Project by Resolution No. 005-22R, passed on January 10, 2022; and

WHEREAS, upon public competitive bidding as required by law one (1) appropriate bid was received and the bid from Mosser Construction, Inc. of Fremont, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost of this project is \$485,000.00 and 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 to allow the contractor to order materials and parts and begin work so the generator can be operational as quickly as possible, reducing increased costs for a temporary generator; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Mosser Construction, Inc. of Fremont, Ohio, for the Wastewater Treatment Plant Emergency Back-Up Generator Repair Project in an amount **not to exceed** Four Hundred Eighty Five Thousand and 00/100 Dollars (\$485,000.00) consistent with the bid submitted by Mosser Construction, Inc. of Fremont, 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: February 16, 2022

Subject: Commission Agenda Item – Resolution of Necessity – PACE Financing – Name One Yellowstone, LLC

Items for Consideration: A Resolution of Necessity to support Property Assessed Clean Energy (PACE) Financing for Name One Yellowstone, LLC for the purposes of furthering economic development efforts in the City.

Background Information: The City of Sandusky, Ohio Energy Special Improvement District (Sandusky ESID) was created in 2018 to facilitate the provision of PACE financing to energy efficiency redevelopment projects within the city.

Name One Yellowstone is redeveloping the property at 333 E. Washington Street into nine transient rental units at a total cost of over \$2 million. The construction project includes multiple energy efficiency improvements including the installation of LED lighting, new HAVAC system, window glazing, plumbing, insulation, doors, etc.

Name One Yellowstone has submitted a petition requesting that the project site be included in the district and subject to special assessments of up to \$904,903.00 to pay the costs of the energy efficiency improvements, which will be financed by Greenworks Lending, an affiliate of Nuveen Green Capital.

The Sandusky ESID approved the PACE financing at a special meeting on February 2, 2022.

Budgetary Information: The City will be responsible for forwarding, to the lender, any special assessment payments it receives from Erie County related to the project site. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

Action Requested: It is requested that a Resolution of Necessity be prepared to facilitate PACE financing for the subject project. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to facilitate the provision of project financing that is only available for a limited time, and to maintain compliance with Ohio Revised Code Chapter 1710, which requires the City Commission to approve or disprove the petition within 60 days.

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

cc: Brendan Heil, Law Director, Michelle Reeder, Finance Director, Cathy Myers, Clerk of the City Commission

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PETITION FOR SPECIAL ASSESSMENTS FOR SPECIAL ENERGY IMPROVEMENT PROJECTS AND AFFIDAVIT UNDER OHIO REVISED CODE CHAPTER 1710 AND DECLARING THE NECESSITY OF ACQUIRING, CONSTRUCTING, INSTALLING, EQUIPPING, AND IMPROVING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF SANDUSKY, OHIO IN COOPERATION WITH THE CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT, AND DECLARING IT AN EMERGENCY (333 E WASHINGTON ST. PROJECT); AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as set forth in Ohio Revised Code Chapter 1710, the Ohio General Assembly has authorized property owners to include their properties within energy special improvement districts (“ESIDs”) upon a petition to a municipal corporation or township, which ESIDs are voluntary organizations of property owners who undertake special energy improvement projects for their properties and finance such special energy improvement projects by way of voluntary special assessments; and

WHEREAS, the City of Sandusky, Ohio Energy Special Improvement District (the “District”) was created under Ohio Revised Code Chapters 1702 and 1710 as an ESID; and

WHEREAS, the City of Sandusky, Ohio Energy Special Improvement District Program Plan (as amended and supplemented from time to time, the “Program Plan”) was adopted as a plan for public improvements and public services under Ohio Revised Code Section 1710.02(F), which plan allows for additional properties within the City of Sandusky, Ohio and within any municipal corporation or township which is adjacent to any other municipal corporation or township in which a portion of the District’s territory is located to be added to the territory of the District; and

WHEREAS, Name One, Yellowstone LLC, an Ohio limited liability company (the “Owner”), as the owner of certain real property located within the City of Sandusky, Ohio (the “City”), has identified certain real property located at 333 East Washington Street, Sandusky, Ohio and having Erie County Auditor Parcel Number 56-01157.000 (the “Project Site”), as an appropriate property for a special energy improvement project pursuant to Ohio Revised Code Chapter 1710; and

WHEREAS, the Owner has determined to submit to the City Manager and the City Commission of the City (the “Commission”), a *Petition for Special Assessments for Special Energy Improvement Projects and Affidavit* (the “Petition”), together with a *Supplement to Plan for 333 E Washington St. Project* (the “Supplemental Plan”), all in accordance with Ohio Revised Code Section 1710.02; and

WHEREAS, the Petition and Supplemental Plan request that the Project Site be added to the District and that the City levy special assessments on the Project Site to pay the costs of a special energy improvement project to be provided on the Project Site, all as described more particularly in the Petition and the Supplemental Plan (the “Project”); and

WHEREAS, the Petition is for the purpose of developing and implementing special energy improvement projects in furtherance of the purposes set forth in Section 2 of Article VIII of the Ohio Constitution, including, without limitation, the Project, and the Petition further identifies the amount and length of the special assessments to be imposed with respect to the Project; and

WHEREAS, in furtherance of the future addition of any real property in any municipal corporation or township contiguous to the municipal corporations or townships in which a portion of the territory of the District is located, this Commission has determined that it is necessary to approve the addition of such real property to the territory of the District, all in accordance with Ohio Revised Code Chapter 1710; 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 so the Owner may begin work on the special energy improvement project on the Property and the District may take advantage of financing available to it for a limited time; and

WHEREAS, this Commission, as mandated by Ohio Revised Code Chapter 1710, must approve or disapprove the Petition within 60 days of the submission of the Petition; and

WHEREAS, this Commission has determined to approve the Petition and the Supplemental Plan; 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. This Commission approves the Petition and the Supplemental Plan attached hereto as Exhibit "A".

Section 2. This Commission hereby approves and consents to (i) any addition of real property to the territory of the District within the boundaries of any municipal corporation or township in which a portion of the territory of the District is located or any municipal corporation or township which is contiguous to the municipal corporations or townships in which a portion of the territory of the District is located; (ii) the addition of the municipal corporation or township in which such real property is located as a "participating political subdivision," as defined in Ohio Revised Code Section 1710.01(E), of the District; and (iii) any

amendment to the Articles of Incorporation necessary to recognize or effect such addition.

Section 3. Pursuant to Ohio Revised Code Section 1710.02(G)(4), this Commission determines that the Project is not required to be owned exclusively by the City for its purposes, for uses determined by this Commission, as the legislative authority of the City, as those that will promote the welfare of the people of such participating political subdivision; to improve the quality of life and the general and economic well-being of the people of the City; to better ensure the public health, safety, and welfare; to protect water and other natural resources; to provide for the conservation and preservation of natural and open areas and farmlands, including by making urban areas more desirable or suitable for development and revitalization; to control, prevent, minimize, clean up, or mediate certain contamination of or pollution from lands in the state and water contamination or pollution; or to provide for safe and natural areas and resources. This Commission accordingly authorizes the Board of Directors of the District (the "Board") to act as its agent to sell, transfer, lease, or convey the Project. The consideration the Board must obtain from any sale, transfer, lease, or conveyance of the special energy improvement project on the Project Site is any consideration greater than or equal to One Dollar and Zero Cents (\$1.00).

Section 4. This Commission determines and declares that the Project is an essential and vital public, governmental purpose of the City as a Special Energy Improvement Project, as defined in Ohio Revised Code Section 1710.01(I); and that in order to fulfill that essential and vital public purpose of the City, it is necessary and proper to provide, in cooperation with the District, for (i) the acquisition, construction, and improvement of the Project by the Owner, as set forth in the Petition and the Supplemental Plan, and (ii) the payment of the costs of the Project, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, surveying, testing, and inspection costs; the amount of any damages resulting from the Project and the interest on such damages; the reasonable costs incurred in connection with the preparation, levy and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; reasonable expenses of legal services; costs of labor and material; trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued or incurred to provide a loan or to secure an advance of funds to the Owner or otherwise to pay costs of the Project in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other reasonable obligations so issued or incurred, including any credit enhancement fees, trustee fees, program administration fees, financing servicing fees, and reasonable District administrative fees and expenses; an amount to reflect interest on unpaid Special Assessments which shall be treated as part of the cost of the Project for which the Special Assessments are made at an interest rate which shall be determined by the District to be substantially equivalent to the fair market rate that would have been borne by notes or bonds if notes or bonds had been issued by the District or another issuer of notes or bonds to pay the costs of the Project; together with all other necessary expenditures, all as more fully described in the Petition, the Supplemental Plan, and profiles, specifications, and

estimates of cost of the Project, all of which are on file with the Commission Clerk and open to the inspection of all persons interested. This Commission further determines and declares that the Project is conducive to the public peace, health, safety and welfare of the City and the inhabitants of the City.

Section 5. This Commission determines that the Project's elements are so situated in relation to each other that in order to complete the acquisition, construction, and improvement of the Project's elements in the most practical and economical manner, they should be acquired and improved at the same time, with the same kind of materials, and in the same manner; and that the Project's elements shall be treated as a single improvement, pursuant to Ohio Revised Code Section 727.09, and the Project's elements shall be treated as a joint improvement to be undertaken cooperatively by the City and the District pursuant to Ohio Revised Code Section 9.482 and Ohio Revised Code Chapter 1710.

Section 6. The plans and specifications and total cost of the Project now on file in the office of the Commission Clerk are approved, subject to changes as permitted by Ohio Revised Code Chapter 727. The Project shall be made in accordance with the plans, specifications, profiles, and estimate of costs for the Project.

Section 7. Pursuant to and subject to the provisions of a valid Petition signed by the owners of one hundred percent (100%) of the Project Site, the entire cost of the Project shall be paid by the Special Assessments levied against the Project Site, which is the benefited property. The provisions of the Petition and the Supplemental Plan are ratified, adopted, approved and incorporated into this Resolution as if set forth in full in this Resolution. The portion of the costs of the Project allocable to the City will be zero percent (0%). The City does not intend to issue securities in anticipation of the levy or the collection of the Special Assessments.

Section 8. The method of levying the Special Assessments shall be in proportion to the benefits received, allocated among the parcels constituting the Project Site as set forth in the Petition and the Supplemental Plan.

Section 9. The lots or parcels of land to be assessed for the Project shall be the Project Site, as described in Exhibit "A" to the Petition, all of which lots and lands are determined to be specially benefited by the Project.

Section 10. The Special Assessments shall be levied and paid in 58 semi-annual installments pursuant to the list of estimated Special Assessments set forth in the Petition and the Supplemental Plan (which list is incorporated herein by reference), and the Owner has each waived its option to pay the Special Assessment in cash within 30 days after the first publication of the notice of the assessing resolution or ordinance.

The aggregate amount of Special Assessments estimated to be necessary to pay the costs of the Project is \$904,903.00. Each semi-annual Special Assessment payment represents payment of a portion of the principal of and interest on obligations issued or incurred to pay the costs of the Project and of administrative

expenses. The interest portion of the Special Assessments, together with amounts used to pay administrative expenses, shall be treated as part of the cost of the Project for which the Special Assessments are made at an interest rate which shall be determined by the District to be substantially equivalent to the fair market rate that would have been borne by notes or bonds had notes or bonds been issued by the City or another issuer of notes or bonds to pay the costs of the Project. As requested in the Petition, the final aggregate amount of the Special Assessments may be in an amount less than the aggregate amount of \$904,903.00 if the final rate of interest for the financing for the Project is less than the assumed maximum rate of interest. If the rate of interest is less than the assumed maximum rate of interest such that the aggregate amount of Special Assessments necessary to repay the financing for the Project is less than the aggregate amount of \$904,903.00, the Property Owner and the provider of the financing shall certify a final schedule of Special Assessments to the City, which final schedule shall be certified to the County Auditor of Erie County, Ohio for collection. The maximum interest portion of the Special Assessments, together with amounts used to pay administrative expenses, are determined to be substantially equivalent to the fair market rate or rates of interest that would have been borne by securities issued in anticipation of the collection of the Special Assessments if such securities had been issued by the City. In addition to the Special Assessments, the County Auditor of Erie County, Ohio may impose a special assessment collection fee with respect to each semi-annual payment, which amount will be added to the Special Assessments by the County Auditor of Erie County, Ohio.

Section 11. The City Manager is authorized and directed to prepare and file in the office of the Commission Clerk the estimated Special Assessments for the cost of the Project in accordance with the method of assessment set forth in the Petition, the Supplemental Plan, and this Resolution, showing the amount of the assessment against each lot or parcel of land to be assessed.

Section 12. The Owner has, in the Petition, each waived the requirement for the City to, upon the filing of the estimated Special Assessments with the Commission Clerk, serve notice of the adoption of this Resolution and the filing of the estimated Special Assessments upon the Owner, as the owners of the Project Site, as provided in Section 727.13 Ohio Revised Code. To the extent the Owner has not waived the applicable procedural requirements of Chapter 727 of the Ohio Revised Code, the appropriate officials of the City shall also comply with the applicable procedural requirements of Chapter 727 of the Ohio Revised Code.

Section 13. The City Manager is authorized, pursuant to Ohio Revised Code Section 727.12, to cause the Special Assessments to be levied and collected at the earliest possible time including, if applicable, prior to the completion of the acquisition and construction of the Project.

Section 14. The Special Assessments will be used by the City to pay the costs of the Project in cooperation with the District in any manner, including assigning the Special Assessments actually received by the City to the District or to another party the City deems appropriate, and the Special Assessments are appropriated for such purposes.

Section 15. This Commission accepts and approves the waiver of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Ohio Revised Code Chapter 727, Ohio Revised Code Chapter 1710, and the Charter of the City, and consents to the immediate imposition of the Special Assessments upon the Project Site. This waiver encompasses, but is not limited to, waivers by the Owner of the following rights:

- (i) The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;
- (ii) The right to limit the amount of the Special Assessments under Ohio Revised Code Sections 727.03 and 727.06, including the right to consider the Special Assessments authorized by the Petition within the limitations contained in Ohio Revised Code Section 727.03 and 727.06 applicable to the Special Assessments and any other special assessments properly levied now or in the future;
- (iii) The right to file an objection to the Special Assessments under Ohio Revised Code Section 727.15;
- (iv) The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- (v) The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- (vi) The right to notice that bids or quotations for the Project may exceed estimates by 15%;
- (vii) The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251;
- (viii) The right to notice of the passage of the assessing resolution or ordinance under Ohio Revised Code Section 727.26; and
- (ix) Any and all procedural defects, errors, or omissions in the Special Assessment process.

Section 16. 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 17. 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 18. 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022

EXHIBIT “A”

PETITION FOR SPECIAL ASSESSMENTS FOR SPECIAL ENERGY IMPROVEMENT PROJECTS AND AFFIDAVIT

A PETITION TO THE CITY OF SANDUSKY, OHIO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS AGAINST REAL PROPERTY OWNED BY THE PETITIONER TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS, THE FINANCING OF WHICH WILL SPECIALLY BENEFIT SUCH REAL PROPERTY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

To: The City Manager and City Commission of the City of Sandusky, Ohio

As of the date of this Petition, Name One, Yellowstone LLC, an Ohio limited liability company (the “Petitioner”), is the owner of 100% of the real property described on **Exhibit A** attached to this Petition (the “Property”).

The Board of Directors of the City of Sandusky, Ohio Energy Special Improvement District, Inc. (the “Corporation”), an Ohio nonprofit corporation formed to govern the City of Sandusky, Ohio Energy Special Improvement District (the “District”), initially created within the boundaries of the City of Sandusky, Ohio, has approved a plan (the “Program Plan”) for the purpose of developing and implementing special energy improvement projects, as defined in Ohio Revised Code Section 1710.01(I). The Program Plan is attached to this Petition as **Exhibit C**. The Corporation’s Articles of Incorporation are attached to this Petition as **Exhibit D**.

Pursuant to the Program Plan, the Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Ohio Revised Code Chapter 1710 and the Program Plan, the Program Plan may be amended from time to time by supplemental plans (the “Supplemental Plans”) (the Program Plan and every Supplemental Plan together constituting the “Plan”) to provide for additional special energy improvement projects, and the District may be enlarged from time to time to include additional property so long as at least one special energy improvement project is designated for each parcel of real property within the additional territory added to the District.

The Board of Directors of the Corporation has received or will receive the Supplemental Plan attached to this Petition as **Exhibit B**, including the description of the special energy improvement projects proposed to be constructed or installed on the Property (the “Authorized Improvements”), and related materials in support of the expansion of the District to include the Property.

As required by Ohio Revised Code Section 1710.02, the Petitioner, as the owner of the Property, being 100% of the area proposed to be added to the District and 100% of the area proposed to be assessed for the Authorized Improvements, hereby (a) petitions the City Commission (the “Commission”) of the City of Sandusky, Ohio (the “City”) to (i) approve the addition of the Property to the District and (ii) approve an amendment and supplement to the Plan

EXHIBIT “A”

by the Supplemental Plan to include the Authorized Improvements and (b) requests that (i) the Authorized Improvements be undertaken by the District, and (ii) the total cost of those Authorized Improvements be assessed on the Property in proportion to the special benefits that will result from the financing of the Authorized Improvements.

In connection with this Petition and in furtherance of its purposes, the Petitioner acknowledges that it has reviewed or caused to be reviewed (i) the Program Plan and the Supplemental Plan, (ii) the plans, specifications and profiles for the Authorized Improvements, (iii) the estimate of cost for the Authorized Improvements included in the Supplemental Plan and (iv) the schedule of estimated special assessments to be levied for the Authorized Improvements also included in the Supplemental Plan. The Petitioner acknowledges that the estimated special assessments are in proportion to the benefits that may result from the financing of the Authorized Improvements.

Accordingly, the Petitioner hereby petitions for the construction of the Authorized Improvements identified in this Petition and the Supplemental Plan attached to this Petition as **Exhibit B**, as authorized under Ohio Revised Code Chapter 1710, and for the imposition of the special assessments identified in this Petition and authorized under Ohio Revised Code Chapters 727 and 1710 (the “Special Assessments”) to pay the costs of the Authorized Improvements, in the amount set forth on **Exhibit B**. The Petitioner hereby certifies, represents, and warrants to the District and the City that the actual costs of the Authorized Improvements have been ascertained. The Petitioner further agrees that it will be solely responsible for any costs of the Authorized Improvements in excess of the amount set forth on **Exhibit B**.

In consideration of the City’s acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner consents and agrees that the Property as identified in **Exhibit A** shall be assessed for all of the costs of the Authorized Improvements, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, surveying, testing and inspection costs; the amount of any damages resulting from the Authorized Improvements and the interest on such damages; the costs incurred in connection with the preparation, levy and collection of the Special Assessments; the costs of purchasing and otherwise acquiring any real estate or interests in real estate; expenses of legal services; costs of labor and material; trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued or incurred to provide a loan or to secure an advance of funds to the owner of the Property or otherwise to pay costs of the Authorized Improvements in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued, including any credit enhancement fees, trustee fees, program administration fees, financing servicing fees, and District administrative fees and expenses; an amount to reflect interest on unpaid Special Assessments which shall be treated as part of the cost of the Authorized Improvements for which the Special Assessments are made at an interest rate which shall be determined by the District to be substantially equivalent to the fair market rate that would have been borne by notes or bonds if notes or bonds had been issued by the District, or another issuer of notes or bonds to pay the costs of the Authorized Improvements; together with all other necessary expenditures.

EXHIBIT “A”

In consideration of the Authorized Improvements, the Petitioner, for itself and its grantees and other successors with respect to the Property, agrees to pay promptly all Special Assessments as they become due, and agrees that the determination by Commission of the Special Assessments in accordance with the terms hereof will be final, conclusive and binding upon the Petitioner and the Property. In further consideration of the Authorized Improvements, the Petitioner covenants and agrees to disclose, upon the transfer of the Property or any portion of the Property to be subject to the Special Assessments for the actual costs of the Authorized Improvements set forth in **Exhibit B** in the deed to the transferee or in a separate instrument recorded with respect to the Property, the existence of any outstanding Special Assessments for the Authorized Improvements and to require that transferee covenant to disclose that information in any subsequent deed or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer so long as the Special Assessments remain unpaid. As a condition to each subsequent transfer while the Special Assessments remain unpaid, the Petitioner further covenants and agrees to provide expressly in the deed to any transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer (a) for the acquisition by the transferee of the Property subject to any outstanding Special Assessments and the transferee’s assumption of responsibility for payment thereof and for the waiver by the transferee of any rights that the Petitioner has waived pursuant to this Petition, and (b) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer the conditions described in clause (a) so long as the Special Assessments remain unpaid.

The Petitioner further acknowledges and confirms that the Special Assessments set forth in this Petition and in the Supplemental Plan attached hereto as **Exhibit B** are in proportion to, and do not exceed, the special benefits to be conferred on the Property through the financing of the Authorized Improvements identified in this Petition. The Petitioner further consents to the levying of the Special Assessments against the Property by the Commission. The Petitioner acknowledges that these Special Assessments are fair, just and equitable and being imposed at the Petitioner’s specific request.

The Petitioner hereby waives notice and publication of all resolutions, legal notices, and hearings provided for in the Ohio Revised Code with respect to the Authorized Improvements and the Special Assessments, particularly those in Ohio Revised Code Chapters 727 and 1710 and consents to proceeding with the Authorized Improvements. Without limiting the foregoing, the Petitioner specifically waives any notices and rights under the following Ohio Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;
- The right to limit the amount of the Special Assessments under Ohio Revised Code Sections 727.03 and 727.06, including the right to consider the Special Assessments authorized by this Petition within the limitations contained in Ohio Revised Code Sections 727.03 and 727.06 applicable to the Special Assessments and any other special assessments properly levied now or in the future;
- The right to file an objection to the Special Assessments under Ohio Revised Code Section 727.15;

EXHIBIT “A”

- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- The right to notice that bids or quotations for the Authorized Improvements may exceed estimates by 15%;
- The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251; and
- The right to notice of the passage of the Assessing Ordinance under Ohio Revised Code Section 727.26.

The Petitioner, in accordance with Ohio Revised Code Section 1710.02(A), further agrees that the Property may be included in more than one district formed under Ohio Revised Code Chapter 1710. The Petitioner further agrees not to take any actions, or cause to be taken any actions, to place any of the Property in an agricultural district as provided for in Ohio Revised Code Chapter 929, and if any of the Property is in an agricultural district, the Petitioner, in accordance with Ohio Revised Code Section 929.03, hereby grants permission to collect any Special Assessments levied against such Property.

The Petitioner further agrees and consents to the Commission promptly proceeding with all actions necessary to facilitate the acquisition, installation, equipment, and improvement of the Authorized Improvements and to impose the Special Assessments.

The Petitioner acknowledges that the Special Assessments set forth in this Petition and in the Exhibits to this Petition are based upon an estimate of costs, including all financing and other costs described above, and that the final Special Assessments shall be calculated in the same manner based on the final costs, including all financing and other costs described above, which, regardless of any statutory limitation on the Special Assessments, may be more or less than the respective estimated Special Assessments for the Authorized Improvements. In the event the final assessments exceed the estimated assessments, the Petitioner, without limitation of the other waivers contained in this Petition, also waives any rights it may now or in the future have to object to those assessments, any notice provided for in Ohio Revised Code Chapters 727 and 1710, and any rights of appeal provided for in such Chapters or otherwise. The Petitioner further acknowledges and represents that the respective final assessments may be levied at such time as determined by the City and regardless of whether or not any of the parts or portions of the Authorized Improvements have been completed.

The Petitioner further acknowledges that the final Special Assessments for the Authorized Improvements, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the resolution or ordinance confirming and levying the final assessments and that if any of such assessments are not paid in cash they will be certified to the County Auditor of Franklin County, Ohio as provided by law, to be placed on the tax list and duplicate and collected as other taxes are collected. Notwithstanding the foregoing, however, the Petitioner hereby waives the right to pay the final assessments for the Authorized Improvements in cash within thirty (30) days from the passage of the resolution or ordinance confirming and levying the final assessments and requests that the unpaid final assessments for the Authorized

EXHIBIT “A”

Improvements shall be payable in fifty-eight (58) semi-annual installments, with collection commencing on the earliest date permitted by the County Auditor, but in no event sooner than the semi-annual installment payment of first-half real property taxes for tax year 2023 due in 2024 with respect to the Property.

Pursuant to Ohio Revised Code Section 1710.03(C), the Petitioner hereby appoints as its designee to carry out the rights and responsibilities of District members under Ohio Revised Code Chapter 1710 such representative as may be duly appointed by the Petitioner from time to time, which designation shall not expire unless and until the Petitioner shall notify the Secretary of the District that said designation is no longer in effect or that Petitioner has made a new designation to replace said designation.

The Petitioner further waives any and all questions as to the constitutionality of the laws under which Authorized Improvements shall be acquired, installed, equipped and improved or the proceedings relating to the acquisition, installation, equipment, and improvement of the Authorized Improvements, the jurisdiction of the City acting in connection with the acquisition, installation, equipment, and improvement of the Authorized Improvements, all irregularities, errors and defects, if any, procedural or otherwise, in the levying of the assessments or the undertaking of the Authorized Improvements, and specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code Title 7, and specifically but without limitation, Ohio Revised Code Chapters 727 and 1710, as well as all such similar rights under the Constitution of the State of Ohio and the Charter of the City. The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Authorized Improvements, the estimated assessments, the final assessments, and any Special Assessments levied against the Property for the Authorized Improvements, or any other matters related to the foregoing.

The Petitioner acknowledges and understands that the City and the Corporation will be relying upon this Petition in taking actions pursuant to it and expending resources. This Petition therefore shall be irrevocable and shall be binding upon the Petitioner, any successors, assigns, or affiliates of the Petitioner, the Property, and any grantees, mortgagees, lessees, or transferees of the Property. The Petitioner acknowledges that it has had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified in this Petition.

The Petitioner further deposes and states that this Petition and actions provided for herein impose burdens and obligations upon the Property and provide for Special Assessments to be levied upon the Property in accordance with this Petition, and that this Petition is available for inspection at the office of the Commission Clerk of the City.

IN WITNESS WHEREOF, the Petitioner has caused this petition to be executed by its undersigned duly authorized signatory.

EXHIBIT "A"

PETITIONER:

NAME ONE, YELLOWSTONE LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

Address for notices to Petitioner:

Attention: _____

STATE OF OHIO

)

)

SS:

COUNTY OF _____

)

On the _____ day of _____, 2022, _____, the _____ of Name One, Yellowstone LLC, personally appeared before me, a notary public in and for the State of Ohio, who acknowledged the execution of the foregoing Petition on behalf of Name One, Yellowstone LLC, and that the same was the free act and deed of such officer and of such limited liability company. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

[SEAL]

Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

The real property subject to this Petition and owned by Name One, Yellowstone LLC is located at the commonly used mailing address of 333 East Washington Street, Sandusky, Ohio 44870, with Erie County Auditor Parcel ID No. 56-01157.000.

DRAFT

EXHIBIT B

CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

SUPPLEMENT TO PLAN FOR 333 E. WASHINGTON ST., SANDUSKY, OHIO PROJECT

As more fully provided by the City of Sandusky, Ohio Energy Special Improvement District Program Plan (together with all previously approved supplemental plans, the “Plan”), the City of Sandusky, Ohio Energy Special Improvement District (the “District”) has undertaken the administration of a property assessed clean energy (“PACE”) program (the “Program”). The Program will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Supplemental Plan, Name One, Yellowstone LLC (the “Property Owner”) has requested and consented to certain special assessments by the District with respect to certain real property owned by the Property Owner and located at the commonly used mailing address of 333 East Washington Street, Sandusky, Ohio 44870, with Erie County Auditor Parcel ID No. 56-01157.000 (the “Property”). A proposed schedule for special assessments to be assessed against the Property to pay the costs of the Authorized Improvements is attached hereto as **Attachment A**. The special assessments are allocated to the Property pursuant to the Petition and this Supplemental Plan.

The Property Owner hereby certifies, represents, and warrants to the City of Sandusky, Ohio (the “City”) and the District that the actual costs of the Authorized Improvements have been ascertained. The Authorized Improvements applicable to the Property will include: acquiring, installing, equipping, and improving energy efficiency improvements on the Property, including, without limitation, windows, exterior walls and roof insulation, high efficiency VRF HVAC system, LED lighting, appliances, plumbing fixtures, and related improvements. As required by Ohio Revised Code Section 1710.01(K), such Authorized Improvements are anticipated to reduce or support the reduction of energy consumption, allow for reduction in demand, or support the production of clean, renewable energy. A detailed description of the Authorized Improvements is attached to this Supplemental Plan as **Attachment B**. The Property Owner hereby acknowledges and agrees that the special benefit to be provided to the Property under this Supplemental Plan is the consummation of financing to pay the costs of the Authorized Improvements, which shall be conferred immediately upon the consummation of the financing, and that the benefits are in proportion to and do not exceed the amount of the special assessments to be levied to pay the costs of the financing.

The Property Owner will cause this Supplemental Plan promptly to be filed with the Board of Directors of the District and with the Commission Clerk of the City.

The undersigned owner of real property to be located within the District acknowledges that the District and the City are subject to Ohio public records laws, including Ohio Revised

Code Section 149.43 *et seq.* The undersigned property owner agrees to the disclosure of certain property owner information by the District or the City to the extent required by law.

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BY EXECUTING THIS SUPPLEMENTAL PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS SUPPLEMENTAL PLAN, AND ALL DISTRICT DOCUMENTS (AS DEFINED IN THE PLAN) AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS SUPPLEMENTAL PLAN.

PROPERTY OWNER:

NAME ONE, YELLOWSTONE LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

Address for notices to Property Owner: _____

Attention: _____

Description of Real Property Subject to this Supplemental Plan:

The real property subject to this Supplemental Plan and owned by Name One, Yellowstone LLC is located at the commonly used mailing address of 333 East Washington Street, Sandusky, Ohio 44870, with Erie County Auditor Parcel ID No. 56-01157.000.

SUPPLEMENTAL PLAN—ATTACHMENT A

Schedule of Special Assessments

The Property will be subject to special assessments for the Authorized Improvements in accordance with Ohio Revised Code Chapter 1710.

Total assessment costs:	\$904,903.00
Estimated semi-annual special assessments:	\$15,601.79
Number of semi-annual special assessments:	58
First annual installment due:	January 31, 2024

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²
First Half 2024	\$15,601.79
Second Half 2024	15,601.79
First Half 2025	15,601.79
Second Half 2025	15,601.79
First Half 2026	15,601.79
Second Half 2026	15,601.79
First Half 2027	15,601.79
Second Half 2027	15,601.79
First Half 2028	15,601.79
Second Half 2028	15,601.79
First Half 2029	15,601.79
Second Half 2029	15,601.79
First Half 2030	15,601.79
Second Half 2030	15,601.79
First Half 2031	15,601.79
Second Half 2031	15,601.79
First Half 2032	15,601.79
Second Half 2032	15,601.79
First Half 2033	15,601.79
Second Half 2033	15,601.79
First Half 2034	15,601.79
Second Half 2034	15,601.79
First Half 2035	15,601.79
Second Half 2035	15,601.79

¹Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates for first-half and second-half real property taxes are determined by statute and a variety of circumstances and are subject to adjustment under certain conditions.

²Pursuant to Ohio Revised Code Section 727.36, the Franklin County Auditor may charge and collect a fee in addition to the amounts listed in the above schedule.

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²
First Half 2036	\$15,601.79
Second Half 2036	15,601.79
First Half 2037	15,601.79
Second Half 2037	15,601.79
First Half 2038	15,601.79
Second Half 2038	15,601.79
First Half 2039	15,601.79
Second Half 2039	15,601.79
First Half 2040	15,601.79
Second Half 2040	15,601.79
First Half 2041	15,601.79
Second Half 2041	15,601.79
First Half 2042	15,601.79
Second Half 2042	15,601.79
First Half 2043	15,601.79
Second Half 2043	15,601.79
First Half 2044	15,601.79
Second Half 2044	15,601.79
First Half 2045	15,601.79
Second Half 2045	15,601.79
First Half 2046	15,601.79
Second Half 2046	15,601.79
First Half 2047	15,601.79
Second Half 2047	15,601.79
First Half 2048	15,601.79
Second Half 2048	15,601.79
First Half 2049	15,601.79
Second Half 2049	15,601.79
First Half 2050	15,601.79
Second Half 2050	15,601.79
First Half 2051	15,601.79
Second Half 2051	15,601.79
First Half 2052	15,601.79
Second Half 2052	15,600.97

¹ Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates for first-half and second-half real property taxes are determined by statute and a variety of circumstances and are subject to adjustment under certain conditions.

² Pursuant to Ohio Revised Code Section 727.36, the Erie County Auditor may charge and collect a fee in addition to the amounts listed in the above schedule.

SUPPLEMENTAL PLAN—ATTACHMENT B

Description of Authorized Improvements

The Authorized Improvements are expected to consist of the following energy efficiency elements:

- LED Lighting
- High Efficiency HVAC
- High Performance Glazing
- Insulation
- External Siding
- Exterior Framing
- Masonry
- Exterior Wall Drywall
- Roofing
- Exterior Doors

The costs of implementing the Authorized Improvements financed through the special assessments, exclusive of financing costs such as interest, administrative fees, closing fees, and other related costs, is expected to be approximately \$385,345.05.

EXHIBIT C

**CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT
PROGRAM PLAN**

[See Attached]

PLAN FOR THE CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT

CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PLAN

The City of Sandusky, Ohio Energy Special Improvement District (the “District”) will administer a property assessed clean energy (“PACE”) financing within the District. Tier 3, LLC (“Owner”), the owner of the real property to be included within the District authorizes and consents to this Plan.

The District is established pursuant to the special energy improvement district provisions of Ohio Revised Code Chapter 1710. This Plan refers to Chapter 1710 and any and all future amendments to the special energy improvement district provisions of Chapter 1710 as the “Act.” Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The District’s governing documents include its Articles of Incorporation, Code of Regulations, resolutions duly adopted by the board of directors of the District, and the applicable resolutions and ordinances of the participating political subdivision where the real property is located (collectively, the “Governing Documents”). This Plan refers to the Governing Documents, this Plan, the Petition for Creation of Energy Special Improvement District and for Special Assessments for Special Energy Improvement Projects (“Petition”) submitted to the City of Sandusky, Ohio (the “City”) by Owner, and the assessment schedule collectively as the “District Documents.”

By agreeing to and executing the District Documents, Owner consents to the terms and conditions of all District Documents.

I. Purpose of the Plan

This Plan’s purpose is to enhance the value of properties within the District and improve the environment by developing and assisting in developing special energy improvement projects within the District. The District is authorized to provide special energy improvement projects pursuant to the Act that will benefit the District. The District further is authorized to take any other actions pursuant to the Act that may be taken by energy special improvement districts organized for the purpose of developing and implementing plans for special energy improvement projects.

The Plan will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Plan, Owner has requested and consented to certain special assessments by the District with respect to certain real property owned by the Owner

and located at 24100 Chagrin Boulevard, Sandusky, Ohio (the “Property”). A full legal description of the Property is attached to and incorporated into this Plan as **Exhibit A**, and a schedule for special assessments to be assessed against the Property to pay the costs of the Authorized Improvements, as that term is defined in this Plan, is attached to and incorporated into this Plan as **Exhibit B**.

The energy special improvement projects applicable to the Property will include (1) costs already incurred by the Owner for the planning, designing, and implementing of the public improvements, including, without limitation, architectural, engineering, legal, appraisal, insurance, consulting, energy, auditing, and planning fees and expenses, as authorized by Ohio Revised Code Section 1710.07(B) and the costs of preparing plans, specifications, profiles, and estimates, as authorized by Ohio Revised Code Section 727.08(C); (2) implementation of energy efficiency measures including thermal, external windows and doors, HVAC, low flow water conservation improvements, lighting and energy efficient elevator. A description of the Authorized Improvements is attached to and incorporated into this Plan as **Exhibit C**.

The special assessments levied against the Property to pay the costs of the Authorized Improvements will be used to repay and provide security for obligations issued to finance the costs of the Authorized Improvements.

The Owner hereby acknowledges that the Authorized Improvements have an estimated useful life of at least [twenty (20)] years.

II. Energy Efficiency and Renewable Energy Regulations and Requirements

Energy Efficiency Reporting Requirements. Ohio Revised Code Section 1710.061 requires the Board to submit a quarterly report to each electric distribution utility (“EDU”) with a District Authorized Improvement within the EDU’s certified territory. The quarterly report submitted to the EDU must include the total number and a description of each new and ongoing District Authorized Improvement that produces energy efficiency savings or reduction in demand and other additional information that the EDU needs to obtain credit under Ohio Revised Code Section 4928.66 for energy efficiency savings or reduction in demand from such projects. The Board is hereby authorized to submit quarterly reports due required under Ohio Revised Code Section 1710.061. Property owners shall comply with Board requirements for information gathering and reporting to ensure Board compliance with Ohio Revised Code Section 1710.061.

Energy Efficiency Credits. The Board is hereby authorized to adopt rules governing energy efficiency credits associated with Authorized Improvements financed pursuant to this Plan. Property owners shall comply with Board requirements in furtherance of energy efficiency credit programs.

Renewable Energy Credits. The Board is hereby authorized to adopt rules governing renewable energy credits associated with Authorized Improvements financed pursuant to this Plan. Property owners shall comply with Board requirements in furtherance of renewable energy credit programs.

Monetizing Other Energy Efficiency or Renewable Energy Attributes. The Board is hereby authorized to adopt rules governing the monetization of any energy efficiency or renewable energy attributes of any Authorized Improvements financed pursuant to this Plan. Property owners shall comply with Board requirements in furtherance of the monetization of such attributes.

III. Statutory Requirements

As provided in the District Documents:

- (A) The District Documents may be amended or supplemented in accordance with their terms.
- (B) The public improvements to be provided by the District are the Authorized Improvements identified in this Plan. The area where the Authorized Improvements will be undertaken is the Property. The method of assessment shall be in proportion to the special benefits received by each property owner within the District as a result of Authorized Improvements.
- (C) For the purpose of levying an assessment, the Board may combine levies for Authorized Improvements and public services into one special assessment to be levied against each specially benefited property in the District.

IV. Owner Project Qualified Installers; Maximum Funding

Board Waiver of Competitive Bidding. Due to the circumstances under which the Project shall be financed and constructed, the Board shall adopt written rules that do not require competitive bidding with respect to the Owner Project in accordance with Section 1710.11 of the Ohio Revised Code.

Owner Project. Obligations issued to finance this Plan and the Project may be used only to finance the costs of Authorized Improvements, including the District's administrative costs. Owner is responsible for the Project installed on the Property. Owner will need to address performance and other system-related issues directly with the installer according to the terms of Owner's contract with the installer. **The District is a financing program only. Neither the District nor the City is responsible for the Project or its performance, and neither the District nor the City will participate in the resolution of any dispute between Owner and the installer of the Project.**

V. Compliance with Existing Mortgages

The filing of the Petition and the adoption by the participating political subdivision of an ordinance to proceed under Ohio Revised Code Section 727.25 will establish a lien on the Owner's property as security for Owner's obligation to pay special assessments in accordance with the Petition and the District Documents. The lien securing the obligation to pay special assessments will be senior to all private liens, including Owner's purchase or construction mortgage, if any. Many loan documents limit the ability of a property owner to place senior liens upon property without the

consent of the lender, or authorize the lender to obligate a borrower to prepay the senior obligation. **Owner must confirm with its lender(s), and provide written consent from its lenders, that the financing of the Project in accordance with this Plan will not adversely impact Owner's rights with respect to any existing loan documents, or obligate the Owner to prepay special assessments assessed under the District Documents.**

VI. Transfer or Resale of the Subject Property

If Owner sells the Property prior to the end of the special assessment period for the Project, the new owner will assume the obligation to pay special assessments. Ownership of the Project will transfer to the new owner at the close of the real estate sale.

VII. Changes in State and Federal Law

The ability to issue or use obligations to finance Authorized Improvements is subject to a variety of state and federal laws. If these laws change after property owners have applied to the District for financing, the District may be unable to fulfill its obligations under this Plan. **The District shall not be obligated to implement any provision of this Plan which is contrary to state or federal law. The District shall not be liable for any inability to finance Authorized Improvements as a result of state and federal law or any changes in state and federal law which reduce or eliminate the effectiveness of financing Authorized Improvements through the District's Program.**

VIII. Releases and Indemnification

The District has been created with the approval of the City of Sandusky, Ohio, as a participating political subdivision, for the purposes of implementing this Plan. The District and any participating political subdivision shall be neither responsible nor liable for the installation, operation, financing, refinancing, or maintenance of Authorized Improvements. The Owner will be solely responsible for the installation, operation, financing, refinancing, and maintenance of the Authorized Improvements. This Plan does not in any way obligate the District or any participating political subdivision to ensure the viability of Authorized Improvements. Owners of assessed real property must pay the special assessments regardless of whether the Authorized Improvements are properly installed or operate as expected.

By agreeing to and executing this Plan, the Owner agrees to release, defend, indemnify, and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with participation in the Plan.

IX. Changes in the Plan Terms; Severability

Participation in the Program is subject to the District Document terms and conditions in effect from time to time during participation. The District reserves the right to change this Plan and the

terms and conditions of the District Documents at any time without notice. No such change will affect the Owner's obligation to pay special assessments as set forth in the District Documents.

If any provision of the District Documents is determined to be unlawful, void, or for any reason unenforceable, that provision shall be severed from these District Documents and shall not affect the validity and enforceability of any remaining provisions.

X. Disclosure of Owner Information

The District and any participating political subdivision may disclose information of the District to any agent of the District or to third parties when such disclosure is essential either to the conduct of the District's business or to provide services to property owners, including but not limited to where such disclosure is necessary to (i) comply with the law, (ii) enable the District and participating political subdivisions and their agents to provide services or otherwise perform their duties, and (iii) obtain and provide credit reporting information. In order to receive funding for the Plan and to enable communication regarding the State of Ohio's energy programs, the Owner's name and contact information may be disclosed to its current electric utilities. The District shall not disclose personal information to third parties for telemarketing, e-mail, or direct mail solicitation unless required to by law or court order.

**BY EXECUTING THIS PLAN, THE PROPERTY OWNER IDENTIFIED BELOW
AUTHORIZES AND CONSENTS TO THIS PLAN AND ALL DISTRICT DOCUMENTS
AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER
CONTAINED IN THIS PLAN.**

Date: _____, 2016

**Owner:
TIER 3, LLC**

Authorized Signatory

Name: _____

Title: _____

Address for notices to Owner:

Tier 3, LLC

[_____]

[_____]

PLAN—EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO THIS PLAN:

The real property subject to this Petition is located at the commonly used mailing address: 223 Water Street, Sandusky, Ohio 44870. The area of the real property subject to this Petition is approximately 1 acre. The Erie County Auditor Parcel IDs for the real property subject to this Petition are: 56-00079.000. The following is the legal description for the real property subject to this Petition:

Situated in the City of Sandusky, County of Erie, State of Ohio, described as follows:
Being the Easterly One-half (1/2) of that part of Water Lot Number Sixty-nine (69), lying South of the Southerly line of Railroad Street, and the Westerly One-fourth (1/4) of that part of Water Lot Number Sixty-eight (68), lying South of the Southerly line of Railroad Street, excepting from that part of said Water Lot Number 68 above described, that part thereof lying East of the Westerly line of the premises of George S. Babione, as established by Decree entered January 15, 1915, in Case Number 12036 in the Court of Common Pleas of Erie County, Ohio.

EXHIBIT D

**ARTICLES OF INCORPORATION
OF CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT**

[See Attached]

ARTICLES OF INCORPORATION
OF
CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.

THIRD: The purpose for which the Corporation is formed shall be:

PURPOSE

(A) To govern the City of Sandusky, Ohio Energy Special Improvement District, Inc., a special improvement district (the “District”) created pursuant to Ohio Revised Code (“ORC”) Chapter 1710. The District’s purpose is to enhance the value of properties within the District and improve the environment by developing and assisting in developing within the District special energy improvement projects. The District will be authorized to provide special energy improvement projects pursuant to ORC Chapter 1710 that will benefit property and the environment within the boundaries of the District. The District will be authorized to take any other actions pursuant to ORC Chapter 1710 that may be taken by a special improvement district organized for the purpose of developing and implementing plans for special energy improvement projects. The City of Sandusky, Ohio (“City”) is a “participating political subdivision,” as that term is defined in ORC Section 1710.01(E), that will be authorized to levy a special assessment on each property within the territorial boundaries of the City within the District to pay for such improvements, based on the benefits those special energy improvement projects confer.

(B) To engage in any lawful act, activity, or business not contrary to, and for which a nonprofit corporation may be formed under, the laws of the State of Ohio.

(C) To have and exercise all powers, rights, and privileges conferred by the laws of the State of Ohio on nonprofit corporations or on special improvement districts, including, but not limited to, buying, leasing, or otherwise acquiring and holding, using or otherwise enjoying and selling, leasing or otherwise disposing of any interest in any property, real or personal, of whatever nature and wheresoever situated, and buying and selling renewable energy credits, stocks, bonds, or any other security of any issuer as the Corporation by action of its Board may, at any time and from time to time, deem advisable.

(D) The reasons for establishing the District include enhancing the value of properties within the District and improving the environment. The District will enhance the public health, safety, peace, convenience, and welfare by developing and assisting in developing special energy improvement projects that reduce the territory’s carbon footprint, promote the District as a location for green technology job creation, benefit property within the District, and improve the environment.

FOURTH:
RESTRICTIONS

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III of these Articles of Incorporation

and to make distributions to its members as authorized by ORC Chapter 1702, including any distribution upon dissolution of the Corporation.

FIFTH:
MEMBERS

The members of the Corporation (“Members”) shall be those persons or organizations described in the Code of Regulations. The annual meeting of Members shall be determined by the Board of Directors (“Board”) as described in the Code of Regulations.

SIXTH:
BOARD OF DIRECTORS

The Corporation shall be controlled and managed under the direction of the Board. The Board shall consist of at least five (5) individuals (individually a “Director”).

(A) One Director shall be the City’s municipal executive—its Mayor—or an employee of the City who is involved with the City’s planning or economic development functions and who shall be appointed by and serve at the pleasure of the Mayor.

(B) One Director shall be a person appointed by and serving at the pleasure of the City’s Council (the “Council”), the City’s legislative authority.

(C) The remaining Directors shall be Members or executive representatives of Members elected by the Members as described in the Code of Regulations of the Corporation.

The Board of Directors of the Corporation from time to time shall constitute the Board of Directors of the Corporation under ORC Chapter 1710.

SEVENTH:
TERRITORY

The territory within the District shall be described generally as that portion of the City consisting of property owned by each property owner within the City that has petitioned the City for the development of a special energy improvement project, as that term is defined in ORC Section 1710.01(I). As provided in ORC Section 1710.02(A), the territory in the District may be noncontiguous if at least one special energy improvement project is designated for each parcel of real property included in the District. As further provided in Section 1710.02(A), additional territory may be added to the District for the purpose of developing and implementing plans for special energy improvement projects if at least one special energy improvement project is designated for each parcel of real property included within such additional territory and the addition of territory is authorized by the plan for the District under Chapter 1710. The addition of such territory shall be authorized in the plan for the District.

The following is a listing of properties that are initially included in the District, which are identified by owner and parcel number:

Owner Tier 3, LLC

Parcel No. 56-00079.000

EIGHTH:

No person shall be disqualified from being a Director of the Corporation because he or she is or may be a party to, and no Director of the Corporation shall be disqualified

CERTAIN
TRANSACTIONS

from entering into, any contract or other transaction to which the Corporation is or may be a party.

No contract, action, or other transaction shall be void or voidable for the reason that any Director or officer or other agent of the Corporation is a party to the contract, action, or transaction, or otherwise has any direct or indirect interest in the contract, action or transaction or in any other party to the contract, action, or transaction, or for reason that any interested director or officer or other agent of the Corporation authorizes or participates in the authorization of such contract, action or transaction, provided that:

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the Board or applicable committee of Directors at the time the contract, action, or transaction is authorized and the Directors or the Members of the committee, in good faith reasonably justified by the facts, authorize the contract, action, or transaction by at least a majority vote of the disinterested Directors or disinterested Members of the committee, even though such disinterested Directors or Members are less than a quorum; or

The material facts as to such interest and as to the contract, action, or transaction are disclosed or are otherwise known to the member at the time the contract, action, or transaction is authorized and the member authorizes the contract, action, or transaction; or the contract, action, or transaction (i) is not less favorable to the Corporation than an arm's length contract, action, or transaction in which no director or officer or other agent of the Corporation has any interest or (ii) is otherwise fair to the Corporation as of the time it is authorized.

Any interested director may be counted in determining the presence of a quorum at any meeting of the Board or any committee of the Board which authorizes the contract, action, or transaction.

NINTH:
DISSOLUTION

Upon the dissolution of the Corporation, all assets remaining after paying or making provision for the payment of all of the liabilities of the Corporation shall be conveyed to any person or organization as shall be selected by the affirmative vote of a majority of the Board.

TENTH:
AMENDMENT

Any provision of these Articles of Incorporation may be amended only (a) by the affirmative vote of a majority of the Members of the Corporation at any meeting at which a quorum is present, and (b) after receipt of approval of such amendment by resolution of the legislative authority of each participating political subdivision, and (c) upon filing the approved amendment and resolution with the Ohio Secretary of State; provided that such amendment shall be consistent with the applicable provisions of ORC Chapters 1702 and 1710.



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: February 16, 2022

Subject: Commission Agenda Item – Ordinance to Proceed – PACE Financing – Name One Yellowstone, LLC

Items for Consideration: An Ordinance to Proceed to support Property Assessed Clean Energy (PACE) Financing for Name One Yellowstone, LLC for the purposes of furthering economic development efforts in the City.

Background Information: The City of Sandusky, Ohio Energy Special Improvement District (Sandusky ESID) was created in 2018 to facilitate the provision of PACE financing to energy efficiency redevelopment projects within the city.

Name One Yellowstone is redeveloping the property at 333 E. Washington Street into nine transient rental units at a total cost of over \$2 million. The construction project includes multiple energy efficiency improvements including the installation of LED lighting, new HAVAC system, window glazing, plumbing, insulation, doors, etc.

Name One Yellowstone has submitted a petition requesting that the project site be included in the district and subject to special assessments of up to \$904,903.00 to pay the costs of the energy efficiency improvements, which will be financed by Greenworks Lending, an affiliate of Nuveen Green Capital.

The Sandusky ESID approved the PACE financing at a special meeting on February 2, 2022.

Budgetary Information: The City will be responsible for forwarding, to the lender, any special assessment payments it receives from Erie County related to the project site. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

Action Requested: It is requested that an Ordinance to Proceed be prepared to facilitate PACE financing for the subject project. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to facilitate the provision of project financing that is only available for a limited time.

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Clerk of the City Commission

ORDINANCE NO. _____

AN ORDINANCE TO PROCEED WITH THE ACQUISITION, INSTALLATION, EQUIPPING, AND IMPROVEMENT OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF SANDUSKY, OHIO IN COOPERATION WITH THE CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT, AND DECLARING IT AN EMERGENCY (333 E WASHINGTON ST. PROJECT); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission ("Commission") of the City of Sandusky, Ohio (the "City") duly adopted Resolution No. ____-____ on _____, 2022 (the "Resolution of Necessity"), (i) declaring the necessity of acquiring, constructing, improving, and installing energy efficiency improvements including, without limitation, LED lighting, HVAC system, glazing, plumbing, insulation, external siding, exterior framing, doors, drywall, roofing, masonry, and related improvements (the "Project," as more fully described in the Petition referenced in this Ordinance) located on real property owned by Name One, Yellowstone LLC, an Ohio limited liability company (the "Owner") located at 333 East Washington Street, Sandusky, Ohio and identified by the County Auditor of Erie County, Ohio as Parcel Number 56-01157.000 within the City (the "Property", as more fully described in Exhibit "A" to the Petition); (ii) providing for the acquisition, construction, and improvement of the Project by the Owner, as set forth in the *Owner's Petition for Special Assessments for Special Energy Improvement Projects and Affidavit* (the "Petition"), including by levying and collecting special assessments to be assessed upon the Property (the "Special Assessments") in an amount sufficient to pay the costs of the Project, which is estimated to be \$904,903.00, including other related costs of financing the Project, which may include, without limitation, the payment of principal of and interest on nonprofit corporate obligations issued to pay the costs of the Project and other interest, financing, credit enhancement, and issuance expenses and ongoing trustee fees and City of Sandusky, Ohio Energy Special Improvement District ("District") administrative fees and expenses; and (iii) determining that the Project will be treated as a special energy improvement project to be undertaken cooperatively by the City and the District; and

WHEREAS, the claims for damages alleged to result from, and objections to, the Project have been waived by the Owner, as the owner of one hundred percent (100%) of the Property, and no claims for damages alleged to result from, or objections to, the Project have been filed within the times prescribed by Ohio Revised Code Sections 727.15 and 727.18; 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 so the Owner may begin work on the special energy improvement project on the Property and the District may take advantage of financing available to it for a limited time; 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. Each capitalized term not otherwise defined in this Ordinance or by reference to another document shall have the meaning assigned to it in the Petition or to it in the Resolution of Necessity.

Section 2. This Commission declares that its intention is to proceed or to cooperate with the District to proceed with the acquisition, construction, and improvement of the Project described in the Petition and the Resolution of Necessity. The Project shall be made in accordance with the provisions of the Resolution of Necessity and with the plans, specifications, profiles, and estimates of cost previously approved and now on file with the Commission Clerk.

Section 3. The Special Assessments to pay costs of the Project, which are estimated to be \$904,903.00, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, surveying, testing, and inspection costs; the amount of any damages resulting from the Project and the interest on such damages; the reasonable costs incurred in connection with the preparation, levy and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; reasonable expenses of legal services; costs of labor and material; trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other reasonable obligations issued or incurred to provide a loan or to secure an advance of funds to the Owner or otherwise to pay costs of the Project in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued or incurred, including any credit enhancement fees, trustee fees, program administration fees, financing servicing fees, and reasonable District administrative fees and expenses; an amount to reflect interest on unpaid Special Assessments which shall be treated as part of the cost of the Project for which the Special Assessments are made at an interest rate which shall be determined by the District to be substantially equivalent to the fair market rate that would have been borne by notes or bonds if notes or bonds had been issued by the District or another issuer of notes or bonds to pay the costs of the Project; together with all other necessary expenditures, shall be assessed against the Property in the manner and in the number of semi-annual installments provided in the Petition and the Resolution of Necessity. Each semi-annual Special Assessment payment represents the payment of a portion of any principal repayment and interest and administrative fees payable with respect to the Project. The Special Assessments shall be assessed against the Property commencing in tax year 2023 for collection in 2024 and shall continue through tax year 2051 for collection in 2052; provided, however, if the proceedings relating to the Special Assessments are completed at such time that the County Auditor of Erie County, Ohio determines that collections shall not commence in 2024, then the collection schedule may be deferred by one year. In addition to the Special Assessments, the County Auditor of Erie County, Ohio may impose a special assessment collection fee with respect to each semi-annual payment, which

amount, if imposed, will be added to the Special Assessments by the County Auditor of Erie County, Ohio.

Section 4. The estimated Special Assessments for costs of the Project prepared and filed in the office of the Commission Clerk, in accordance with the Resolution of Necessity, are adopted.

Section 5. In compliance with Ohio Revised Code Section 319.61, the Commission Clerk is directed to deliver a certified copy of this Ordinance to the County Auditor of Erie County, Ohio within 15 days after the date of its passage.

Section 6. All contracts for the construction of the Project will be let in accordance with the Petition, the Program Plan, and the Supplemental Plan, and the costs of the Project shall be financed as provided in the Resolution of Necessity.

Section 7. 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 8. 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 9. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022

EXHIBIT A

DESCRIPTION OF PROPERTY

The real property subject to this Petition and owned by Name One, Yellowstone LLC is located at the commonly used mailing address of 333 East Washington Street, Sandusky, Ohio 44870, with Erie County Auditor Parcel ID No. 56-01157.000.

DRAFT

EXHIBIT B

CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

SUPPLEMENT TO PLAN FOR 333 E. WASHINGTON ST., SANDUSKY, OHIO PROJECT

As more fully provided by the City of Sandusky, Ohio Energy Special Improvement District Program Plan (together with all previously approved supplemental plans, the “Plan”), the City of Sandusky, Ohio Energy Special Improvement District (the “District”) has undertaken the administration of a property assessed clean energy (“PACE”) program (the “Program”). The Program will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Supplemental Plan, Name One, Yellowstone LLC (the “Property Owner”) has requested and consented to certain special assessments by the District with respect to certain real property owned by the Property Owner and located at the commonly used mailing address of 333 East Washington Street, Sandusky, Ohio 44870, with Erie County Auditor Parcel ID No. 56-01157.000 (the “Property”). A proposed schedule for special assessments to be assessed against the Property to pay the costs of the Authorized Improvements is attached hereto as **Attachment A**. The special assessments are allocated to the Property pursuant to the Petition and this Supplemental Plan.

The Property Owner hereby certifies, represents, and warrants to the City of Sandusky, Ohio (the “City”) and the District that the actual costs of the Authorized Improvements have been ascertained. The Authorized Improvements applicable to the Property will include: acquiring, installing, equipping, and improving energy efficiency improvements on the Property, including, without limitation, windows, exterior walls and roof insulation, high efficiency VRF HVAC system, LED lighting, appliances, plumbing fixtures, and related improvements. As required by Ohio Revised Code Section 1710.01(K), such Authorized Improvements are anticipated to reduce or support the reduction of energy consumption, allow for reduction in demand, or support the production of clean, renewable energy. A detailed description of the Authorized Improvements is attached to this Supplemental Plan as **Attachment B**. The Property Owner hereby acknowledges and agrees that the special benefit to be provided to the Property under this Supplemental Plan is the consummation of financing to pay the costs of the Authorized Improvements, which shall be conferred immediately upon the consummation of the financing, and that the benefits are in proportion to and do not exceed the amount of the special assessments to be levied to pay the costs of the financing.

The Property Owner will cause this Supplemental Plan promptly to be filed with the Board of Directors of the District and with the Commission Clerk of the City.

The undersigned owner of real property to be located within the District acknowledges that the District and the City are subject to Ohio public records laws, including Ohio Revised

Code Section 149.43 *et seq.* The undersigned property owner agrees to the disclosure of certain property owner information by the District or the City to the extent required by law.

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BY EXECUTING THIS SUPPLEMENTAL PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS SUPPLEMENTAL PLAN, AND ALL DISTRICT DOCUMENTS (AS DEFINED IN THE PLAN) AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS SUPPLEMENTAL PLAN.

PROPERTY OWNER:

NAME ONE, YELLOWSTONE LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

Address for notices to Property Owner: _____

Attention: _____

Description of Real Property Subject to this Supplemental Plan:

The real property subject to this Supplemental Plan and owned by Name One, Yellowstone LLC is located at the commonly used mailing address of 333 East Washington Street, Sandusky, Ohio 44870, with Erie County Auditor Parcel ID No. 56-01157.000.

SUPPLEMENTAL PLAN—ATTACHMENT A

Schedule of Special Assessments

The Property will be subject to special assessments for the Authorized Improvements in accordance with Ohio Revised Code Chapter 1710.

Total assessment costs:	\$904,903.00
Estimated semi-annual special assessments:	\$15,601.79
Number of semi-annual special assessments:	58
First annual installment due:	January 31, 2024

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²
First Half 2024	\$15,601.79
Second Half 2024	15,601.79
First Half 2025	15,601.79
Second Half 2025	15,601.79
First Half 2026	15,601.79
Second Half 2026	15,601.79
First Half 2027	15,601.79
Second Half 2027	15,601.79
First Half 2028	15,601.79
Second Half 2028	15,601.79
First Half 2029	15,601.79
Second Half 2029	15,601.79
First Half 2030	15,601.79
Second Half 2030	15,601.79
First Half 2031	15,601.79
Second Half 2031	15,601.79
First Half 2032	15,601.79
Second Half 2032	15,601.79
First Half 2033	15,601.79
Second Half 2033	15,601.79
First Half 2034	15,601.79
Second Half 2034	15,601.79
First Half 2035	15,601.79
Second Half 2035	15,601.79

¹Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates for first-half and second-half real property taxes are determined by statute and a variety of circumstances and are subject to adjustment under certain conditions.

²Pursuant to Ohio Revised Code Section 727.36, the Franklin County Auditor may charge and collect a fee in addition to the amounts listed in the above schedule.

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²
First Half 2036	\$15,601.79
Second Half 2036	15,601.79
First Half 2037	15,601.79
Second Half 2037	15,601.79
First Half 2038	15,601.79
Second Half 2038	15,601.79
First Half 2039	15,601.79
Second Half 2039	15,601.79
First Half 2040	15,601.79
Second Half 2040	15,601.79
First Half 2041	15,601.79
Second Half 2041	15,601.79
First Half 2042	15,601.79
Second Half 2042	15,601.79
First Half 2043	15,601.79
Second Half 2043	15,601.79
First Half 2044	15,601.79
Second Half 2044	15,601.79
First Half 2045	15,601.79
Second Half 2045	15,601.79
First Half 2046	15,601.79
Second Half 2046	15,601.79
First Half 2047	15,601.79
Second Half 2047	15,601.79
First Half 2048	15,601.79
Second Half 2048	15,601.79
First Half 2049	15,601.79
Second Half 2049	15,601.79
First Half 2050	15,601.79
Second Half 2050	15,601.79
First Half 2051	15,601.79
Second Half 2051	15,601.79
First Half 2052	15,601.79
Second Half 2052	15,600.97

¹ Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates for first-half and second-half real property taxes are determined by statute and a variety of circumstances and are subject to adjustment under certain conditions.

² Pursuant to Ohio Revised Code Section 727.36, the Erie County Auditor may charge and collect a fee in addition to the amounts listed in the above schedule.

SUPPLEMENTAL PLAN—ATTACHMENT B

Description of Authorized Improvements

The Authorized Improvements are expected to consist of the following energy efficiency elements:

- LED Lighting
- High Efficiency HVAC
- High Performance Glazing
- Insulation
- External Siding
- Exterior Framing
- Masonry
- Exterior Wall Drywall
- Roofing
- Exterior Doors

The costs of implementing the Authorized Improvements financed through the special assessments, exclusive of financing costs such as interest, administrative fees, closing fees, and other related costs, is expected to be approximately \$385,345.05.

EXHIBIT C

**CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT
PROGRAM PLAN**

[See Attached]

PLAN FOR THE CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT

CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PLAN

The City of Sandusky, Ohio Energy Special Improvement District (the “District”) will administer a property assessed clean energy (“PACE”) financing within the District. Tier 3, LLC (“Owner”), the owner of the real property to be included within the District authorizes and consents to this Plan.

The District is established pursuant to the special energy improvement district provisions of Ohio Revised Code Chapter 1710. This Plan refers to Chapter 1710 and any and all future amendments to the special energy improvement district provisions of Chapter 1710 as the “Act.” Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The District’s governing documents include its Articles of Incorporation, Code of Regulations, resolutions duly adopted by the board of directors of the District, and the applicable resolutions and ordinances of the participating political subdivision where the real property is located (collectively, the “Governing Documents”). This Plan refers to the Governing Documents, this Plan, the Petition for Creation of Energy Special Improvement District and for Special Assessments for Special Energy Improvement Projects (“Petition”) submitted to the City of Sandusky, Ohio (the “City”) by Owner, and the assessment schedule collectively as the “District Documents.”

By agreeing to and executing the District Documents, Owner consents to the terms and conditions of all District Documents.

I. Purpose of the Plan

This Plan’s purpose is to enhance the value of properties within the District and improve the environment by developing and assisting in developing special energy improvement projects within the District. The District is authorized to provide special energy improvement projects pursuant to the Act that will benefit the District. The District further is authorized to take any other actions pursuant to the Act that may be taken by energy special improvement districts organized for the purpose of developing and implementing plans for special energy improvement projects.

The Plan will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Plan, Owner has requested and consented to certain special assessments by the District with respect to certain real property owned by the Owner

and located at 24100 Chagrin Boulevard, Sandusky, Ohio (the “Property”). A full legal description of the Property is attached to and incorporated into this Plan as **Exhibit A**, and a schedule for special assessments to be assessed against the Property to pay the costs of the Authorized Improvements, as that term is defined in this Plan, is attached to and incorporated into this Plan as **Exhibit B**.

The energy special improvement projects applicable to the Property will include (1) costs already incurred by the Owner for the planning, designing, and implementing of the public improvements, including, without limitation, architectural, engineering, legal, appraisal, insurance, consulting, energy, auditing, and planning fees and expenses, as authorized by Ohio Revised Code Section 1710.07(B) and the costs of preparing plans, specifications, profiles, and estimates, as authorized by Ohio Revised Code Section 727.08(C); (2) implementation of energy efficiency measures including thermal, external windows and doors, HVAC, low flow water conservation improvements, lighting and energy efficient elevator. A description of the Authorized Improvements is attached to and incorporated into this Plan as **Exhibit C**.

The special assessments levied against the Property to pay the costs of the Authorized Improvements will be used to repay and provide security for obligations issued to finance the costs of the Authorized Improvements.

The Owner hereby acknowledges that the Authorized Improvements have an estimated useful life of at least [twenty (20)] years.

II. Energy Efficiency and Renewable Energy Regulations and Requirements

Energy Efficiency Reporting Requirements. Ohio Revised Code Section 1710.061 requires the Board to submit a quarterly report to each electric distribution utility (“EDU”) with a District Authorized Improvement within the EDU’s certified territory. The quarterly report submitted to the EDU must include the total number and a description of each new and ongoing District Authorized Improvement that produces energy efficiency savings or reduction in demand and other additional information that the EDU needs to obtain credit under Ohio Revised Code Section 4928.66 for energy efficiency savings or reduction in demand from such projects. The Board is hereby authorized to submit quarterly reports due required under Ohio Revised Code Section 1710.061. Property owners shall comply with Board requirements for information gathering and reporting to ensure Board compliance with Ohio Revised Code Section 1710.061.

Energy Efficiency Credits. The Board is hereby authorized to adopt rules governing energy efficiency credits associated with Authorized Improvements financed pursuant to this Plan. Property owners shall comply with Board requirements in furtherance of energy efficiency credit programs.

Renewable Energy Credits. The Board is hereby authorized to adopt rules governing renewable energy credits associated with Authorized Improvements financed pursuant to this Plan. Property owners shall comply with Board requirements in furtherance of renewable energy credit programs.

Monetizing Other Energy Efficiency or Renewable Energy Attributes. The Board is hereby authorized to adopt rules governing the monetization of any energy efficiency or renewable energy attributes of any Authorized Improvements financed pursuant to this Plan. Property owners shall comply with Board requirements in furtherance of the monetization of such attributes.

III. Statutory Requirements

As provided in the District Documents:

- (A) The District Documents may be amended or supplemented in accordance with their terms.
- (B) The public improvements to be provided by the District are the Authorized Improvements identified in this Plan. The area where the Authorized Improvements will be undertaken is the Property. The method of assessment shall be in proportion to the special benefits received by each property owner within the District as a result of Authorized Improvements.
- (C) For the purpose of levying an assessment, the Board may combine levies for Authorized Improvements and public services into one special assessment to be levied against each specially benefited property in the District.

IV. Owner Project Qualified Installers; Maximum Funding

Board Waiver of Competitive Bidding. Due to the circumstances under which the Project shall be financed and constructed, the Board shall adopt written rules that do not require competitive bidding with respect to the Owner Project in accordance with Section 1710.11 of the Ohio Revised Code.

Owner Project. Obligations issued to finance this Plan and the Project may be used only to finance the costs of Authorized Improvements, including the District's administrative costs. Owner is responsible for the Project installed on the Property. Owner will need to address performance and other system-related issues directly with the installer according to the terms of Owner's contract with the installer. **The District is a financing program only. Neither the District nor the City is responsible for the Project or its performance, and neither the District nor the City will participate in the resolution of any dispute between Owner and the installer of the Project.**

V. Compliance with Existing Mortgages

The filing of the Petition and the adoption by the participating political subdivision of an ordinance to proceed under Ohio Revised Code Section 727.25 will establish a lien on the Owner's property as security for Owner's obligation to pay special assessments in accordance with the Petition and the District Documents. The lien securing the obligation to pay special assessments will be senior to all private liens, including Owner's purchase or construction mortgage, if any. Many loan documents limit the ability of a property owner to place senior liens upon property without the

consent of the lender, or authorize the lender to obligate a borrower to prepay the senior obligation. **Owner must confirm with its lender(s), and provide written consent from its lenders, that the financing of the Project in accordance with this Plan will not adversely impact Owner's rights with respect to any existing loan documents, or obligate the Owner to prepay special assessments assessed under the District Documents.**

VI. Transfer or Resale of the Subject Property

If Owner sells the Property prior to the end of the special assessment period for the Project, the new owner will assume the obligation to pay special assessments. Ownership of the Project will transfer to the new owner at the close of the real estate sale.

VII. Changes in State and Federal Law

The ability to issue or use obligations to finance Authorized Improvements is subject to a variety of state and federal laws. If these laws change after property owners have applied to the District for financing, the District may be unable to fulfill its obligations under this Plan. **The District shall not be obligated to implement any provision of this Plan which is contrary to state or federal law. The District shall not be liable for any inability to finance Authorized Improvements as a result of state and federal law or any changes in state and federal law which reduce or eliminate the effectiveness of financing Authorized Improvements through the District's Program.**

VIII. Releases and Indemnification

The District has been created with the approval of the City of Sandusky, Ohio, as a participating political subdivision, for the purposes of implementing this Plan. The District and any participating political subdivision shall be neither responsible nor liable for the installation, operation, financing, refinancing, or maintenance of Authorized Improvements. The Owner will be solely responsible for the installation, operation, financing, refinancing, and maintenance of the Authorized Improvements. This Plan does not in any way obligate the District or any participating political subdivision to ensure the viability of Authorized Improvements. Owners of assessed real property must pay the special assessments regardless of whether the Authorized Improvements are properly installed or operate as expected.

By agreeing to and executing this Plan, the Owner agrees to release, defend, indemnify, and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with participation in the Plan.

IX. Changes in the Plan Terms; Severability

Participation in the Program is subject to the District Document terms and conditions in effect from time to time during participation. The District reserves the right to change this Plan and the

terms and conditions of the District Documents at any time without notice. No such change will affect the Owner's obligation to pay special assessments as set forth in the District Documents.

If any provision of the District Documents is determined to be unlawful, void, or for any reason unenforceable, that provision shall be severed from these District Documents and shall not affect the validity and enforceability of any remaining provisions.

X. Disclosure of Owner Information

The District and any participating political subdivision may disclose information of the District to any agent of the District or to third parties when such disclosure is essential either to the conduct of the District's business or to provide services to property owners, including but not limited to where such disclosure is necessary to (i) comply with the law, (ii) enable the District and participating political subdivisions and their agents to provide services or otherwise perform their duties, and (iii) obtain and provide credit reporting information. In order to receive funding for the Plan and to enable communication regarding the State of Ohio's energy programs, the Owner's name and contact information may be disclosed to its current electric utilities. The District shall not disclose personal information to third parties for telemarketing, e-mail, or direct mail solicitation unless required to by law or court order.

**BY EXECUTING THIS PLAN, THE PROPERTY OWNER IDENTIFIED BELOW
AUTHORIZES AND CONSENTS TO THIS PLAN AND ALL DISTRICT DOCUMENTS
AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER
CONTAINED IN THIS PLAN.**

Date: _____, 2016

**Owner:
TIER 3, LLC**

Authorized Signatory

Name: _____

Title: _____

Address for notices to Owner:

Tier 3, LLC

[_____]

[_____]

PLAN—EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO THIS PLAN:

The real property subject to this Petition is located at the commonly used mailing address: 223 Water Street, Sandusky, Ohio 44870. The area of the real property subject to this Petition is approximately 1 acre. The Erie County Auditor Parcel IDs for the real property subject to this Petition are: 56-00079.000. The following is the legal description for the real property subject to this Petition:

Situated in the City of Sandusky, County of Erie, State of Ohio, described as follows:
Being the Easterly One-half (1/2) of that part of Water Lot Number Sixty-nine (69), lying South of the Southerly line of Railroad Street, and the Westerly One-fourth (1/4) of that part of Water Lot Number Sixty-eight (68), lying South of the Southerly line of Railroad Street, excepting from that part of said Water Lot Number 68 above described, that part thereof lying East of the Westerly line of the premises of George S. Babione, as established by Decree entered January 15, 1915, in Case Number 12036 in the Court of Common Pleas of Erie County, Ohio.

EXHIBIT D

**ARTICLES OF INCORPORATION
OF CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT**

[See Attached]

ARTICLES OF INCORPORATION
OF
CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.

THIRD: The purpose for which the Corporation is formed shall be:

PURPOSE

(A) To govern the City of Sandusky, Ohio Energy Special Improvement District, Inc., a special improvement district (the “District”) created pursuant to Ohio Revised Code (“ORC”) Chapter 1710. The District’s purpose is to enhance the value of properties within the District and improve the environment by developing and assisting in developing within the District special energy improvement projects. The District will be authorized to provide special energy improvement projects pursuant to ORC Chapter 1710 that will benefit property and the environment within the boundaries of the District. The District will be authorized to take any other actions pursuant to ORC Chapter 1710 that may be taken by a special improvement district organized for the purpose of developing and implementing plans for special energy improvement projects. The City of Sandusky, Ohio (“City”) is a “participating political subdivision,” as that term is defined in ORC Section 1710.01(E), that will be authorized to levy a special assessment on each property within the territorial boundaries of the City within the District to pay for such improvements, based on the benefits those special energy improvement projects confer.

(B) To engage in any lawful act, activity, or business not contrary to, and for which a nonprofit corporation may be formed under, the laws of the State of Ohio.

(C) To have and exercise all powers, rights, and privileges conferred by the laws of the State of Ohio on nonprofit corporations or on special improvement districts, including, but not limited to, buying, leasing, or otherwise acquiring and holding, using or otherwise enjoying and selling, leasing or otherwise disposing of any interest in any property, real or personal, of whatever nature and wheresoever situated, and buying and selling renewable energy credits, stocks, bonds, or any other security of any issuer as the Corporation by action of its Board may, at any time and from time to time, deem advisable.

(D) The reasons for establishing the District include enhancing the value of properties within the District and improving the environment. The District will enhance the public health, safety, peace, convenience, and welfare by developing and assisting in developing special energy improvement projects that reduce the territory’s carbon footprint, promote the District as a location for green technology job creation, benefit property within the District, and improve the environment.

FOURTH:
RESTRICTIONS

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III of these Articles of Incorporation

and to make distributions to its members as authorized by ORC Chapter 1702, including any distribution upon dissolution of the Corporation.

FIFTH:
MEMBERS

The members of the Corporation (“Members”) shall be those persons or organizations described in the Code of Regulations. The annual meeting of Members shall be determined by the Board of Directors (“Board”) as described in the Code of Regulations.

SIXTH:
BOARD OF DIRECTORS

The Corporation shall be controlled and managed under the direction of the Board. The Board shall consist of at least five (5) individuals (individually a “Director”).

(A) One Director shall be the City’s municipal executive—its Mayor—or an employee of the City who is involved with the City’s planning or economic development functions and who shall be appointed by and serve at the pleasure of the Mayor.

(B) One Director shall be a person appointed by and serving at the pleasure of the City’s Council (the “Council”), the City’s legislative authority.

(C) The remaining Directors shall be Members or executive representatives of Members elected by the Members as described in the Code of Regulations of the Corporation.

The Board of Directors of the Corporation from time to time shall constitute the Board of Directors of the Corporation under ORC Chapter 1710.

SEVENTH:
TERRITORY

The territory within the District shall be described generally as that portion of the City consisting of property owned by each property owner within the City that has petitioned the City for the development of a special energy improvement project, as that term is defined in ORC Section 1710.01(I). As provided in ORC Section 1710.02(A), the territory in the District may be noncontiguous if at least one special energy improvement project is designated for each parcel of real property included in the District. As further provided in Section 1710.02(A), additional territory may be added to the District for the purpose of developing and implementing plans for special energy improvement projects if at least one special energy improvement project is designated for each parcel of real property included within such additional territory and the addition of territory is authorized by the plan for the District under Chapter 1710. The addition of such territory shall be authorized in the plan for the District.

The following is a listing of properties that are initially included in the District, which are identified by owner and parcel number:

Owner Tier 3, LLC

Parcel No. 56-00079.000

EIGHTH:

No person shall be disqualified from being a Director of the Corporation because he or she is or may be a party to, and no Director of the Corporation shall be disqualified

CERTAIN
TRANSACTIONS

from entering into, any contract or other transaction to which the Corporation is or may be a party.

No contract, action, or other transaction shall be void or voidable for the reason that any Director or officer or other agent of the Corporation is a party to the contract, action, or transaction, or otherwise has any direct or indirect interest in the contract, action or transaction or in any other party to the contract, action, or transaction, or for reason that any interested director or officer or other agent of the Corporation authorizes or participates in the authorization of such contract, action or transaction, provided that:

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the Board or applicable committee of Directors at the time the contract, action, or transaction is authorized and the Directors or the Members of the committee, in good faith reasonably justified by the facts, authorize the contract, action, or transaction by at least a majority vote of the disinterested Directors or disinterested Members of the committee, even though such disinterested Directors or Members are less than a quorum; or

The material facts as to such interest and as to the contract, action, or transaction are disclosed or are otherwise known to the member at the time the contract, action, or transaction is authorized and the member authorizes the contract, action, or transaction; or the contract, action, or transaction (i) is not less favorable to the Corporation than an arm's length contract, action, or transaction in which no director or officer or other agent of the Corporation has any interest or (ii) is otherwise fair to the Corporation as of the time it is authorized.

Any interested director may be counted in determining the presence of a quorum at any meeting of the Board or any committee of the Board which authorizes the contract, action, or transaction.

NINTH:
DISSOLUTION

Upon the dissolution of the Corporation, all assets remaining after paying or making provision for the payment of all of the liabilities of the Corporation shall be conveyed to any person or organization as shall be selected by the affirmative vote of a majority of the Board.

TENTH:
AMENDMENT

Any provision of these Articles of Incorporation may be amended only (a) by the affirmative vote of a majority of the Members of the Corporation at any meeting at which a quorum is present, and (b) after receipt of approval of such amendment by resolution of the legislative authority of each participating political subdivision, and (c) upon filing the approved amendment and resolution with the Ohio Secretary of State; provided that such amendment shall be consistent with the applicable provisions of ORC Chapters 1702 and 1710.

EXHIBIT A

**LIST OF SPECIAL ASSESSMENTS AND
SCHEDULE OF SPECIAL ASSESSMENTS**

LIST OF SPECIAL ASSESSMENTS

<u>Name</u>	<u>Assessed Properties Description</u>	<u>Portion of Benefit and Special Assessment</u>	<u>Amount of Special Assessments</u>
Name One, Yellowstone LLC	56-01157.000	100%	\$904,903.00

SCHEDULE OF SPECIAL ASSESSMENTS
FOR ERIE COUNTY PARCEL NO.:

56-01157.000*

The following schedule of Special Assessment charges shall be certified for collection in fifty-eight (58) semi-annual installments to be collected with first-half and second-half real property taxes in calendar years 2024 through 2033:

Special Assessment Payment Date**	Total Special Assessment Installment Amount***
First Half 2024	\$15,601.79
Second Half 2024	15,601.79
First Half 2025	15,601.79
Second Half 2025	15,601.79
First Half 2026	15,601.79
Second Half 2026	15,601.79
First Half 2027	15,601.79
Second Half 2027	15,601.79
First Half 2028	15,601.79
Second Half 2028	15,601.79
First Half 2029	15,601.79
Second Half 2029	15,601.79
First Half 2030	15,601.79
Second Half 2030	15,601.79
First Half 2031	15,601.79
Second Half 2031	15,601.79
First Half 2032	15,601.79
Second Half 2032	15,601.79
First Half 2033	15,601.79
Second Half 2033	15,601.79
First Half 2034	15,601.79
Second Half 2034	15,601.79
First Half 2035	15,601.79
Second Half 2035	15,601.79
First Half 2036	15,601.79
Second Half 2036	15,601.79
First Half 2037	15,601.79
Second Half 2037	15,601.79
First Half 2038	15,601.79
Second Half 2038	15,601.79
First Half 2039	15,601.79
Second Half 2039	15,601.79
First Half 2040	15,601.79

Second Half 2040	15,601.79
First Half 2041	15,601.79
Second Half 2041	15,601.79
First Half 2042	15,601.79
Second Half 2042	15,601.79
First Half 2043	15,601.79
Second Half 2043	15,601.79
First Half 2044	15,601.79
Second Half 2044	15,601.79
First Half 2045	15,601.79
Second Half 2045	15,601.79
First Half 2046	15,601.79
Second Half 2046	15,601.79
First Half 2047	15,601.79
Second Half 2047	15,601.79
First Half 2048	15,601.79
Second Half 2048	15,601.79
First Half 2049	15,601.79
Second Half 2049	15,601.79
First Half 2050	15,601.79
Second Half 2050	15,601.79
First Half 2051	15,601.79
Second Half 2051	15,601.79
First Half 2052	15,601.79
Second Half 2052	15,600.97

* As identified in the records of the County Auditor of Erie County, Ohio as of [_____]

** Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified in this Schedule of Special Assessments are subject to adjustment by the County Auditor of Erie County, Ohio under certain conditions.

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

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION LEVYING SPECIAL ASSESSMENTS
FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING,
AND IMPROVING CERTAIN PUBLIC IMPROVEMENTS
IN THE CITY OF SANDUSKY, OHIO IN COOPERATION WITH
THE CITY OF SANDUSKY, OHIO ENERGY
SPECIAL IMPROVEMENT DISTRICT

I, Richard H. Jeffrey, the duly elected, qualified, and acting Auditor in and for Erie County, Ohio hereby certify that a certified copy of Ordinance No. _____, duly passed by the Commission of the City of Sandusky, Ohio on _____, 2022 levying special assessments for the purpose of acquiring, constructing, and improving certain public improvements in the City of Sandusky, Ohio in cooperation with the City of Sandusky, Ohio Energy Special Improvement District, including the List of Special Assessments and Schedule of Special Assessments, which Special Assessment charges shall be certified for collection in 58 semi-annual installments to be collected with first-half and second-half real property taxes in calendar years 2024 through 2052, was filed in this office on _____, 2022.

WITNESS my hand and official seal at Sandusky, Ohio on _____, 2022.

[SEAL]

Auditor
Erie County, Ohio



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: February 16, 2022

Subject: Commission Agenda Item – Ordinance Levying Assessments – PACE Financing – Name One Yellowstone, LLC

Items for Consideration: An Ordinance Levying Assessments to support Property Assessed Clean Energy (PACE) Financing for Name One Yellowstone, LLC for the purposes of furthering economic development efforts in the City.

Background Information: The City of Sandusky, Ohio Energy Special Improvement District (Sandusky ESID) was created in 2018 to facilitate the provision of PACE financing to energy efficiency redevelopment projects within the city.

Name One Yellowstone is redeveloping the property at 333 E. Washington Street into nine transient rental units at a total cost of over \$2 million. The construction project includes multiple energy efficiency improvements including the installation of LED lighting, new HAVAC system, window glazing, plumbing, insulation, doors, etc.

Name One Yellowstone has submitted a petition requesting that the project site be included in the district and subject to special assessments of up to \$904,903.00 to pay the costs of the energy efficiency improvements, which will be financed by Greenworks Lending, an affiliate of Nuveen Green Capital.

The Sandusky ESID approved the PACE financing at a special meeting on February 2, 2022.

Budgetary Information: The City will be responsible for forwarding, to the lender, any special assessment payments it receives from Erie County related to the project site. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

Action Requested: It is requested that an Ordinance Levying Assessments be prepared to facilitate PACE financing for the subject project. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to facilitate the provision of project financing that is only available for a limited time.

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Clerk of the City Commission

ORDINANCE NO. _____

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE PURPOSE OF ACQUIRING, INSTALLING, EQUIPPING, AND IMPROVING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF SANDUSKY, OHIO IN COOPERATION WITH THE CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT AND APPROVING PROJECT DOCUMENTS, AND DECLARING IT AN EMERGENCY (333 E WASHINGTON ST. PROJECT); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Name One, Yellowstone LLC (the “Owner”) has submitted a *Petition For Special Assessments for Special Energy Improvement Projects and Affidavit* (the “Petition”) in order to provide for the completion of a special energy improvement project on certain real property owned by the Owner within the City of Sandusky, Ohio (the “City”) and having tax parcel identification number 56-01157.000 (the “Property”) as identified by the County Auditor of Erie County, Ohio (the “County Auditor”); and

WHEREAS, this Commission (the “Commission”) of the City duly adopted Resolution No. _____ on _____, 2022 (the “Resolution of Necessity”) and declared the necessity of acquiring, constructing, improving and installing energy efficiency improvements on certain real property, including, without limitation, LED lighting, HVAC system, glazing, plumbing, insulation, external siding, exterior framing, doors, drywall, roofing, masonry, and related improvements (the “Project”), as described in the Resolution of Necessity and as set forth in the Petition requesting those improvements; and

WHEREAS, this Commission duly passed Ordinance No. _____ on _____, 2022 and determined to proceed with the Project and adopted the estimated Special Assessments (as defined in the Resolution of Necessity) filed with the Commission Clerk pursuant to the Resolution of Necessity; and

WHEREAS, the City intends to enter into (i) an Energy Project Cooperative Agreement (the “Cooperative Agreement”) with the City, the District, the Owner, and Greenworks Lending LLC (the “Investor”), to provide for, among other things, (i) the making of the Project Advance (as defined in the Cooperative Agreement and referred to herein as the “Project Advance”) to pay costs of the Project, (ii) the disbursement of the Project Advance for the acquisition, installation, equipment, and improvement of the Project, and (iii) the transfer of the special assessments levied by this Resolution to the Investor to repay the Project Advance; and

WHEREAS, to provide for the security for the Project Advance and for the administration of payments on the Project Advance and related matters, the City intends to enter into the Special Assessment Agreement with the County Treasurer of Erie County, Ohio (the “County Treasurer”), the District, the Owner, the Investor, and the City (the “Special Assessment Agreement”); 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 so the Owner may begin work on the special energy improvement project on the Property and the District may take advantage of financing available to it for a limited time; 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. Each capitalized term not otherwise defined in this Ordinance or by reference to another document shall have the meaning assigned to it in the Resolution of Necessity.

Section 2. The maximum list of Special Assessments to be levied and assessed on the Property in an amount sufficient to pay the costs of the Project, which is \$904,903.00, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, surveying, testing, and inspection costs; the amount of any damages resulting from the Project and the interest on such damages; the reasonable costs incurred in connection with the preparation, levy and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; reasonable expenses of legal services; costs of labor and material; trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other reasonable obligations issued or incurred to provide a loan or to secure an advance of funds to the Owner or the Purchaser or otherwise to pay costs of the Project in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued or incurred, including any credit enhancement fees, trustee fees, program administration fees, financing servicing fees, and reasonable District administrative fees and expenses, which costs were set forth in the Petition and previously reported to this Commission and are now on file in the office of the Director of Finance, is adopted and confirmed, and that the maximum Special Assessments are levied and assessed on the Property. The interest portion of the Special Assessments, together with amounts used to pay administrative expenses, has been determined by the District to be substantially equivalent to the fair market rate that would have been borne by notes or bonds issued by the District to facilitate the financing of the costs of the Project.

As requested in the Petition, the final aggregate amount of the Special Assessments may be in an amount less than the aggregate amount of \$904,903.00 if the final rate of interest for the financing for the Project is less than the assumed maximum rate of interest. If the rate of interest is less than the assumed maximum rate of interest such that the aggregate amount of Special Assessments necessary to repay the financing for the Project is less than the aggregate amount of \$904,903.00, the Owner and the provider of the financing shall certify a final schedule of Special Assessments to the City, which final schedule shall be certified to the County Auditor of for collection.

The Special Assessments are assessed against the Property commencing in tax year 2023 for collection in 2024 and shall continue through tax year 2051 for collection in 2052; provided, however, if the proceedings relating to the Special Assessments are completed at such time that the County Auditor determines that collections shall not commence in 2024, then the collection schedule may be deferred by one year. The semi-annual installments of the Special Assessments shall be collected in each calendar year equal to a maximum semi-annual amount of Special Assessments as shown in Exhibit "A", attached hereto and incorporated into this Ordinance.

All Special Assessments shall be certified by the Director of Finance to the County Auditor pursuant to the Petition and Ohio Revised Code Chapter 727.33 to be placed on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Petition.

The Special Assessments shall be allocated among the parcels constituting the Property as set forth in the Petition and the List of Special Assessments attached hereto and incorporated into this Ordinance as Exhibit "A".

Section 3. This Commission finds and determines that the Special Assessments are in proportion to the special benefits received by the Property as set forth in the Petition and are not in excess of any applicable statutory limitation.

Section 4. The Owner and the Purchaser have each waived its right to pay the Special Assessments in cash, and all Special Assessments and installments of the Special Assessments shall be certified by the Director of Finance to the County Auditor as provided by the Petition and Ohio Revised Code Section 727.33 to be placed by him or her on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Petition.

Section 5. The Special Assessments will be used by the City to pay the cost of the Project in cooperation with the District in any manner, including assigning the Special Assessments actually received by the City to the District or to another party the City deems appropriate, and the Special Assessments are appropriated for such purposes.

Section 6. The Director of Finance shall keep the Special Assessments on file in the Office of the Director of Finance.

Section 7. This Commission hereby approves the Cooperative Agreement, a copy of which is attached as Exhibit "B". The City Manager is authorized to sign and deliver, in the name and on behalf of the City, the Cooperative Agreement. The Cooperative Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved the City Manager on behalf of the City, all of which shall be conclusively evidenced by the signing of the Cooperative Agreement or amendments to the Cooperative Agreement.

Section 8. This Commission hereby approves the Special Assessment Agreement, a copy of which is attached as Exhibit "C". The City Manager shall sign and deliver, in the name and on behalf of the City, the Special Assessment Agreement. The Special Assessment Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager on behalf of the City, all of which shall be conclusively evidenced by the signing of the Special Assessment Agreement or amendments to the Special Assessment Agreement.

Section 9. The City Manager is hereby authorized to enter into such other agreements that are not inconsistent with the Resolution of Necessity and this Ordinance and that are approved by the City Manager on behalf of the City, all of which shall be conclusively evidenced by the signing of such agreements or any amendments to such agreements.

Section 10. In compliance with Ohio Revised Code Section 319.61, the Commission Clerk is directed to deliver a certified copy of this Ordinance to the County Auditor within 20 days after its passage.

Section 11. 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 12. 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 13. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022

EXHIBIT "B"

ENERGY PROJECT COOPERATIVE AGREEMENT

By and among

CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., D/B/A:

CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.;

NAME ONE, YELLOWSTONE LLC;

GREENWORKS LENDING LLC; and

CITY OF SANDUSKY, OHIO

Dated as of [____], 2022

BRICKER & ECKLER LLP

ENERGY PROJECT COOPERATIVE AGREEMENT

THIS ENERGY PROJECT COOPERATIVE AGREEMENT (the “Agreement”) is made and entered into as of [____], 2022 (the “Closing Date”), between the CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., a nonprofit corporation and special improvement district duly organized and validly existing under the laws of the State of Ohio (the “State”) (the “ESID”), NAME ONE, YELLOWSTONE LLC, a limited liability company duly organized and validly existing under the laws of the State (the “Owner”), GREENWORKS LENDING LLC a limited liability company duly organized and validly existing under the laws of the State of Delaware (together with its successors and assigns, the “Investor”), and the CITY OF SANDUSKY, OHIO, a municipal corporation duly organized and validly existing under the constitution and laws of the State (the “City”) (the capitalized terms used in this Agreement and not defined in the preamble and recitals have the meanings stated in Exhibit A to this Agreement):

A. The ESID was created under Ohio Revised Code Chapters 1702 and 1710 and established pursuant to Resolution No. 018-16R of the City Commission (the “City Commission”) of the City, approved on March 14, 2016. Pursuant to the same action, the City of Sandusky, Ohio Energy Special Improvement District Program Plan (as amended and supplemented from time to time, the “Project Plan”) was adopted as a plan for public improvements and public services under Ohio Revised Code Section 1710.02(F).

B. The ESID is an energy special improvement district and nonprofit corporation duly organized and validly existing under the laws of the State to further the public purpose of implementing special energy improvement projects pursuant to the authority in Ohio Revised Code Chapter 1710 and Article VIII, Section 2o of the Ohio Constitution.

C. On [____], 2022, by its Resolution No. [____] the City Commission approved the Petition for Special Assessments for Special Energy Improvement Projects and Affidavit (the “Petition”) submitted by the Owner to the City, together with the City of Sandusky, Ohio Energy Special Improvement District Program Plan Supplement to Plan for 333 E. Washington St., Sandusky, Ohio Project (the “Supplemental Plan”), as a supplement to the Plan.

D. Pursuant to the Project Plan, the ESID, among other services, shall assist property owners, whether private or public, who own real property within participating political subdivisions to obtain financing for special energy improvement projects.

E. In order to obtain financing for special energy improvement projects and to create special assessment revenues available to pay and repay the costs of special energy improvement projects, the Petition requested that the City Commission levy Special Assessments against the Owner’s property as more fully described in the Supplemental Plan.

F. The ESID, the Owner, the Investor, and the City (collectively the “Parties,” and each, a “Party”) each have determined that the most efficient and effective way to implement the financing, acquisition, installation, equipping, and improvement of special energy improvement projects and to further the public purposes set forth above is through this Agreement, pursuant to the Special Assessment Act and on the terms set forth in this Agreement, with (i) the Investor

providing the Project Advance to finance the costs of the special energy improvement projects described in the Supplemental Plan, (ii) the ESID and the Owner cooperating to acquire, install, equip and improve the special energy improvement projects, (iii) the Owner agreeing to make Special Assessment payments in an aggregate amount that will provide revenues sufficient to pay or repay the permitted costs of the special energy improvement projects, (iv) the City agreeing to assign and transfer all Special Assessment payments and Delinquency Amounts actually received by the City to the Investor to repay the Project Advance; and (v) the ESID agreeing to assign, transfer, and set over to the Investor any of its right, title, or interest in and to the Special Assessments which it may have by operation of law, this Agreement, or otherwise; provided that a portion of the Special Assessments may be retained by, or be payable to, the City, the County Auditor, or the ESID, all pursuant to and in accordance with this Agreement.

H. The Parties each have full right and lawful authority to enter into this Agreement and to perform and observe its provisions on their respective parts to be performed and observed, and have determined to enter into this Agreement to set forth their respective rights, duties, responsibilities, obligations, and contributions with respect to the implementation of special energy improvement projects within the ESID.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants, and agreements contained in this Agreement, the Parties agree as follows; provided, that any obligation of the ESID created by or arising out of this Agreement never shall constitute a general obligation, bonded indebtedness, or a pledge of the general credit of the ESID, or give rise to any pecuniary liability of the ESID, but any such obligation shall be payable solely from the Special Assessments and Delinquency Amounts actually received by the ESID, if any; and provided, further, that any obligation of the City created by or arising out of this Agreement never shall constitute a general obligation, bonded indebtedness, or a pledge of the general credit of the City, or give rise to any pecuniary liability of the City, but any such obligation shall be payable solely from the Special Assessments actually received by the City, if any:

ARTICLE I: DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, words and terms used in this Agreement shall have the meanings set forth in **Exhibit A** to this Agreement unless the context or use clearly indicates another meaning or intent. Definitions shall apply equally to both the singular and plural forms of any of the words and terms. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

Section 1.2. Interpretation. Any reference in this Agreement to the ESID, the ESID Board, the Owner, the City, the City Commission, the Investor, or to any member, manager, or officer of any of the foregoing, includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State or the Special Assessment Act, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision, or

chapter as amended, modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this provision if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Section 1.3. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any of this Agreement's Articles, Sections, subsections, paragraphs, subparagraphs or clauses.

ARTICLE II: COOPERATIVE ARRANGEMENTS; ASSIGNMENT OF SPECIAL ASSESSMENTS

Section 2.1. Agreement Between the ESID, the City, and the Investor. The Owner and the ESID have requested the assistance of the Investor and the City in the financing of special energy improvement projects within the ESID. For the reasons set forth in this Agreement's Recitals—which Recitals are incorporated into this Agreement by this reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties—the City and the ESID has requested the assistance and cooperation of the Investor in the collection and payment of Special Assessments in accordance with this Agreement. The Parties intend this Agreement to be, and it shall be, an agreement among the Parties to cooperate in the financing, acquisition, installation, equipping, and improvement of “special energy improvement projects,” pursuant to Ohio Revised Code Chapter 1710, and as that term is defined in Ohio Revised Code Section 1710.01(I). The Parties intend this Agreement's provisions to be, and they shall be construed as, agreements to take effective cooperative action and to safeguard the Parties' interests.

Upon the considerations stated above and upon and subject to the terms and conditions of this Agreement, the Investor, on behalf of the Parties, shall make the Project Advance available to the Owner to pay the costs of the Project. The City and the ESID shall assign, transfer, set over, and pay the Special Assessments actually received by the City or the ESID, respectively, to the Investor, to pay the costs of the Project at the times and in the manner provided in this Agreement; provided, however, that the City, the ESID, and the Investor intend that the City shall receive all Special Assessments and Delinquency Amounts from the County Treasurer and shall transfer, set over, and pay all Special Assessments and Delinquency Amounts received from the County Treasurer directly to the Investor.

Notwithstanding anything in this Agreement to the contrary, any obligations of the City under this Agreement, including the obligation to transfer the Special Assessments and Delinquency Amounts received by the City to the Investor, shall be a special obligation of the City and shall be required to be made only from Special Assessments actually received by or on behalf of the City, if any. The City's obligations under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The City's obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the City faith and credit or taxing power, and the Owner and the Investor do not have and shall not have any right to have taxes levied by the City for the transfer of the Special Assessments.

Section 2.2. Special Assessments; City Transfer of Special Assessments.

- (a) The Special Assessment Proceedings. The City has taken all necessary actions required by the Special Assessment Act to levy and collect the Special Assessments on the Property.

Pursuant to Ohio Revised Code Section 727.33, the Parties agree that the City shall certify the Special Assessments to the County Auditor for collection, and the Parties agree that the County Auditor shall collect the unpaid Special Assessments with and in the same manner as other real property taxes and pay the amount collected to the City. The Parties intend that the County Auditor and the County Treasurer shall have the duty to collect the Special Assessments through enforcement proceedings in accordance with applicable law.

- (b) Collection of Delinquent Special Assessments. The ESID and the Investor are hereby authorized to take any and all actions as assignees of and, to the extent required by law, in the name of, for, and on behalf of, the City to collect delinquent Special Assessments levied by the City pursuant to the Special Assessment Act and to cause the lien securing the delinquent Special Assessments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings. The proceeds of the enforcement of any such lien shall be deposited and used in accordance with this Agreement.

- (c) Prepayment of Special Assessments. The Parties agree that the Special Assessments assessed against the Property and payable to the City pursuant to the Special Assessment Act may be prepaid to the Investor by the Owner in accordance with Section 4.7 of this Agreement. Except as set forth in this Section 2.2(c) and Section 4.7 of this Agreement, the Owner shall not prepay any Special Assessments. Except as specifically provided in this Agreement to the contrary, no other action pursuant to any provision of this Agreement shall abate in any way the payment of the Special Assessments by the owners of property or the transfer of the Special Assessments by the City to the Investor.

- (d) Reduction of Special Assessments. The Parties agree that the Special Assessments may be subject to reduction, but only upon the express written consent or instruction of the Investor. If the Owner causes the Special Assessments to be prepaid in accordance with Sections 2.2(c) and 4.7 of this Agreement, upon the City's receipt of the Investor's express written consent or instruction, the City shall certify to the County Auditor, prior to the last date in the then-current tax year on which municipal corporations may certify special assessments to the County Auditor, a reduction in the amount of Special Assessments collected such that, following such reduction, the amount of Special Assessments remaining to be paid shall be equal to the amounts necessary to pay, as and when due, the remaining outstanding principal of the Project Advance, together with interest at the annual

rate of [5.50]%. The parties acknowledge and agree that County Auditor may calculate, charge, and collect a fee on each installment of the Special Assessments in an amount that the County Auditor deems necessary to defray the expenses of collecting the Special Assessments pursuant to Ohio Revised Code Section 727.36, which fee is in addition to the amount of the Special Assessments and other related interest, fees, and penalties. Notwithstanding anything in the Agreement to the contrary, the City shall not cause any reduction in the amount of Special Assessments without the prior written consent or instruction of the Investor.

- (e) Assignment of Special Assessments. The City agrees that it shall establish its funds for the collection of the Special Assessments as separate funds maintained on the City's books and records and to be held in the custody of a bank with which the City maintains a depository relationship. The City hereby assigns to the Investor all of its right, title and interest in and to: (i) the Special Assessments received by the City this Agreement, (ii) the City's special assessment funds established for the Project, and (iii) any other property received or to be received from the City under this Agreement. The City further shall transfer, set over, and pay the Special Assessments and any Delinquency Amounts to the Investor in accordance with this Agreement. The Parties agree that each of the City, the ESID, and the Investor, as assignee of the Special Assessments, is authorized to take any and all actions, whether at law, or in equity, to collect delinquent Special Assessments levied by the City pursuant to law and to cause the lien securing any delinquent Special Assessments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings.
- (f) Transfer of Special Assessments. The Parties anticipate that semi-annual installments of the Special Assessments and any Delinquency Amounts will be paid to the City by the County Auditor and the County Treasurer in accordance with Ohio Revised Code Chapters 319, 321, 323, and 727, which, without limiting the generality of the foregoing, contemplates that the County Auditor and County Treasurer will pay the Special Assessments and any Delinquency Amounts to the City on or before June 1 or December 1 of each year. The City shall deliver to the Investor any moneys received by the City as Special Assessments and any Delinquency Amounts not later than twenty-one (21) calendar days after the receipt of such moneys and the corresponding final settlement from the County Auditor, and the City shall deliver to the Investor all such moneys received by the City as Special Assessments and any Delinquency Amounts by ACH or check as determined in the sole discretion of the City. The Investor shall provide the City and the ESID with account and payment information in the form of **Exhibit I** on the date on which this Agreement becomes effective. The Investor may from time to time provide updated written account and payment information in the form of **Exhibit I** to the City and the ESID for the payment of Special Assessments and Delinquency Amounts, but the City shall maintain its right to send the Special Assessments and Delinquency Amounts by ACH or check in its sole discretion. If

at any time during the term of this Agreement the County Auditor agrees, on behalf of the City and the ESID, to disburse the Special Assessments and Delinquency Amounts to the Investor pursuant to instructions or procedures agreed upon by the County Auditor, the ESID, and the City, then, upon each transfer of an installment of the Special Assessments and Delinquency Amounts from the County Auditor to the Investor, the City shall be deemed to have satisfied all of its obligations under this Agreement to transfer that installment of the Special Assessments or any Delinquency Amounts to the Investor, and the Investor agrees that the City shall be deemed to have satisfied all of its obligations under this Agreement to transfer that installment of the Special Assessments and any Delinquency Amounts to the Investor.

- (g) Repayment of Project Advance. The Investor shall credit, on the dates shown on the Repayment Schedule (which is attached to, and incorporated into, this Agreement as **Exhibit B**), Special Assessments in the amounts shown on the Repayment Schedule to the payment of accrued interest on the Project Advance and to the repayment of the portion of the principal of the Project Advance scheduled to be repaid on such date. The Parties acknowledge and agree that the County Auditor may calculate, charge, and collect a fee on each installment of the Special Assessments in an amount that the County Auditor deems necessary to defray the expense of collecting the Special Assessments pursuant to Ohio Revised Code Section 727.36, which fee is in addition to the amount of the Special Assessments and other related interest, fees, and penalties, and that such fee shall be paid to the County Auditor with the Special Assessments, and that the County Auditor will retain such fee.

Section 2.3. Security for Advanced Funds. To secure the transfer of the Special Assessments and any Delinquency Amounts by the City to the Investor, and in accordance with the Special Assessment Act, the ESID hereby assigns, transfers, sets over, and shall pay all of its right, title, and interest in and to the Special Assessments and any Delinquency Amounts related to the ESID actually received by or on behalf of the City to the Investor. The Owner agrees and consents to such assignment.

ARTICLE III: REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 3.1. The City's Representations and Warranties. The City represents and warrants that:

- (a) It is a municipal corporation duly organized, and validly existing under the Constitution and applicable laws of the State.
- (b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the City that would impair its ability to carry out its obligations contained in this Agreement.
- (c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the City's

knowledge, that execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the City and does not and will not conflict with or result in a default under any agreement or instrument to which the City is a party or by which it is bound.

- (d) It, by proper action, duly has authorized, executed, and delivered this Agreement, and the City has taken all steps necessary to establish this Agreement and the City's covenants and agreements within this Agreement, as valid and binding obligations of the City, enforceable in accordance with their terms.
- (e) There is no litigation pending, or to its knowledge threatened, against or by the City in which an unfavorable ruling or decision would materially adversely affect the City's ability to carry out its obligations under this Agreement.
- (f) The assignment contained in Section 2.2(e) is a valid and binding obligation of the City with respect to the Special Assessments received by the City under this Agreement.

Section 3.2. The ESID's Representations and Warranties. The ESID represents and warrants that:

- (a) It is a nonprofit corporation and special improvement district, duly organized, and validly existing under the Constitution and applicable laws of the State.
- (b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the ESID that would impair its ability to carry out its obligations contained in this Agreement.
- (c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the ESID's knowledge, that execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the ESID and does not and will not conflict with or result in a default under any agreement or instrument to which the ESID is a party or by which it is bound.
- (d) It, by proper action, duly has authorized, executed, and delivered this Agreement, and the ESID has taken all steps necessary to establish this Agreement and the ESID's covenants and agreements within this Agreement as valid and binding obligations of the ESID, enforceable in accordance with their terms.
- (e) There is no litigation pending, or to its knowledge threatened, against or by the ESID in which an unfavorable ruling or decision would materially adversely affect the ESID's ability to carry out its obligations under this Agreement.
- (f) The ESID shall provide an opinion of PACE Counsel dated as of the Closing Date to the addressees included in such opinion regarding the enforceability and compliance with applicable law of the Agreement, the Special Assessment Agreement, and the Petition.

- (g) The assignment contained in Section 2.3 is a valid and binding obligation of the ESID with respect to the ESID's right, title and interest in the Special Assessments under this Agreement.

Section 3.3. The Owner's Representations and Warranties. The Owner represents and warrants that:

- (a) It is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State. It has all necessary power and authority to own the Property, to conduct its business, to lease the Property as lessor, and to enter into the transactions contemplated hereby, and is duly qualified to do business in all other jurisdictions in which it is required to be qualified, except where failure to be so qualified does not have a material adverse effect on it, and will remain so qualified and in full force and effect during the period during which Special Assessments shall be assessed, due, and payable.
- (b) It has the right to enter into and perform and, by proper action, duly has authorized, executed, and delivered the Transaction Documents, and it has taken all steps necessary to establish this Agreement and its covenants and agreements within this Agreement as valid and binding obligations, enforceable in accordance with their terms. The delivery and performance of the Transaction Documents does not conflict and is not inconsistent with, and will not result in the breach of or constitute a default or require any consent that has not already been obtained under any organizational documents, credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, guarantee or other instrument to which the Owner is a party, by which the Owner may be bound, or to which the Owner or its property may be subject.
- (c) There are no actions, suits or proceedings pending or, to its knowledge, threatened against or affecting it, the Property, or the Project that, if adversely determined, would individually or in the aggregate materially impair its ability to perform any of its obligations under this Agreement, or materially adversely affect its financial condition or the Property (an "Action"), and during the term of this Agreement, the Owner shall promptly notify the Investor of any Action commenced or to its knowledge threatened against it.
- (d) It is not in default under this Agreement and to its knowledge no condition the continuance in existence of which would constitute a default under this Agreement exists. It is not in default in the payment of any Special Assessments or under any agreement or instrument related to the Special Assessments that has not been waived or allowed. No foreclosure action is currently threatened or has been commenced with respect to the Property. Owner is not currently in default on any mortgage loan(s), deed of trust, financing statements or other debt instruments secured by the Property.
- (e) No representation or warranty made by it contained in this Agreement, and no statement contained in any certificate, schedule, list, financial statement or

otherwise furnished to the Investor or the ESID by it or on its behalf contained, as of the date thereof, any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein or therein not misleading. All information provided by the Owner to the Investor in writing or in electronic form is complete, true and correct in all material respects.

- (f) Since the date of the most recent financial statements of the Owner provided to the Investor, there has been no material adverse change in the financial condition of the Owner, nor has the Owner mortgaged, pledged or granted a security interest in or encumbered the Property since such date, except as otherwise disclosed to the Investor in writing, and the financial statements which have been delivered to the Investor prior to the date of this Agreement are true, correct, and current in all material respects, have been prepared in accordance with United States generally accepted accounting principles consistently applied, and fairly represent the respective financial conditions of the subjects of the financial statements as of the respective dates of the financial statements.
- (g) The Owner has good and marketable title to its Property, subject only to existing liens, pledges, encumbrances, charges or other restrictions of record set forth in **Exhibit L** hereto and liens for taxes not yet due and payable. The Property is in substantially the same condition it was at the time the most recent appraisal was obtained.
- (h) All necessary permits, inspections, licenses, consents, permissions approvals and authorizations necessary for the Project required as of the effective date of this Agreement have been obtained (collectively, "Permits"). To the extent any Permits necessary for the Project have not yet been obtained as of the effective date of this Agreement, Owner has no reason to believe that any such Permits will not be obtained when and as required in the ordinary course.
- (i) The plans and specifications for the Project submitted by the Owner to the Investor and approved thereby ("Plans") are satisfactory to the Owner, will be a true and accurate reflection of the Project (when completed), have been approved by all Governmental Authorities having jurisdiction or will be approved prior to the first disbursement request. The budget for construction of the Project ("Budget") submitted by the Owner to Investor is an accurate current estimate of all costs necessary to construct the Project in accordance with the Plans and the cost of construction of the Project on any portion thereof is not expected to exceed the cost therefor set forth in the Budget. The Owner is responsible for any costs in excess of the Budget.
- (j) Each Disbursement Request Form presented to the Investor, and the receipt of the funds requested by the Disbursement Request Form, shall constitute an affirmation that (i) the representations and warranties contained in this Agreement remain true and correct as of the date of the Disbursement Request Form and the receipt of the funds requested by the Disbursement Request Form and (ii) no Event of Default has occurred hereunder, and no event has or shall have occurred and be continuing

which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default.

- (k) Each of the Property and the Project are, and at all times during the term of this Agreement, while any principal of or interest on the Project Advance remain outstanding, and while any Special Assessments remain to be paid, used solely for the commercial purposes disclosed by the Owner to the Investor in writing, and will not be used for personal, family or households purposes.
- (l) The Project and the Plans for the Project have been developed pursuant to an energy analysis prepared by Emerald Built Environments, which energy analysis demonstrates that the Project is expected to generate annual energy savings of \$7,395.
- (m) Each of the components of the Project is a qualified “special energy improvement project” pursuant to the definition of that term in Ohio Revised Code Section 1710.01(I).
- (n) No Insolvency Event shall have occurred or is continuing with respect to the Owner. The Owner is not aware of any circumstances or conditions with respect to the Owner, its properties, the Project, the Property, or the Special Assessments that could reasonably be expected to materially and adversely affect any of the Owner, its properties, the Project, the Property, and the Special Assessments.
- (o) The execution, delivery and performance by Owner of the Transaction Documents to which it is a party and the consummation of the transactions contemplated by Owner do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any governmental authority, except pursuant to and in accordance with the Transaction Documents.
- (p) All material tax returns and reports of Owner required to be filed have been timely filed or caused to be timely filed, and all material taxes shown on such tax returns to be due and payable and all other material taxes upon Owner and upon its properties, assets, income, businesses and franchises which are due and payable have been paid or caused to be duly and timely paid when due and payable.
- (q) No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to the Property, the Plans or Project has taken place on the part of the Owner or, to Owner’s knowledge, any other person, including, without limitation, any appraiser, title company, closing or settlement agent, realtor, builder or developer or any other party involved in the Property, Plans or Project, that would materially impair in any way the rights of the Investor in the Property, Plans or Project or that violated applicable law.
- (r) To Owner’s knowledge, the Property is undamaged by waste, vandalism, fire, hurricane, earthquake or earth movement, windstorm, flood, tornado or other casualty adversely affecting the value of a Property or the use for which the

Property was intended. There is no proceeding pending or, to the knowledge of the Owner, threatened for the total or partial condemnation of the Property

- (s) The individuals whose names appear in the “Owner Authorized Representatives” attached hereto as Exhibit K, are authorized representatives of the Owner on whose instructions and directions the Investor may rely until such time as an updated list has been provided in writing.
- (t) At all times during the term of this Agreement, while any principal of or interest on the Project Advance remain outstanding, and while any Special Assessments remain to be paid, the Owner shall comply in all respects with the Special Assessment Act, and shall take any and all action necessary to remain in compliance with the Special Assessment Act.

Section 3.4. The Owner’s Covenants and Additional Agreements. The Owner agrees that:

- (a) It shall not transfer or convey any right, title, or interest, in or to the Property and the Project prior to completion of the Project, without explicit written consent from the Investor. Following completion of the Project, the Owner may not transfer ownership of any right, title, or interest in or to the Property, except after giving prompt notice of any such transfer or conveyance to the Investor; provided, however, that the foregoing restrictions shall not apply to the grant or conveyance of any leasehold interests (except for leases that convey taxable title), mortgage interests, or lien interests, except as may be otherwise provided in this Agreement. Before or simultaneous with any such transfer or conveyance, the Owner shall (i) execute, cause the transferee or purchaser to execute, and deliver to the Investor, the City, and the ESID a fully executed “Assignment and Assumption of Energy Project Cooperative Agreement” in substantially the form attached to, and incorporated into, this Agreement as Exhibit H; (ii) pay all legal fees and expenses of PACE Counsel associated with legal services performed to facilitate such assignment upon receipt of an invoice from PACE Counsel. The Parties acknowledge and agree that the Assignment and Assumption of Energy Project Cooperative Agreement includes the assignment and assumption of the Special Assessment Agreement and the Owner Consent.
- (b) It shall promptly pay when due all taxes, assessments, service payments in lieu of taxes, levies, claims and charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property as well as any payments required pursuant to a mortgage, deed of trust, financing statement, or any other loan agreement or debt instrument.
- (c) It shall not, without the prior written consent of the Investor, cause or agree to the imposition of any special assessments, other than the Special Assessments, on the Property for the purpose of paying the costs of “special energy improvement

projects,” as that term is defined in Ohio Revised Code Section 1710.01(I), as amended and in effect at the time.

- (d) It shall promptly pay and discharge all claims for labor performed and material and services furnished in connection with the acquisition, installation, equipping, and improvement of the Project.
- (e) It promptly shall notify the Investor of any material damage or destruction to the Project or the Property. Owner shall promptly notify Investor in writing of any Insolvency Event and all pending or threatened litigation that may materially adversely impact the Property or the Project or Owner's ability to meet its obligations under the Transaction Documents. The Owner shall promptly notify Investor in writing of any Event of Default or any event which with the passage of time would constitute an Event of Default hereunder.
- (f) Upon the request of the Investor, it shall take any actions and execute any further certificates, instruments, agreements, or documents Investor deems necessary in connection with the performance of this Agreement and with the transactions, obligations, and undertakings contained in this Agreement.
- (g) It shall not, without the express written consent of the Investor, in Investor's sole discretion, impair by act or omission the integrity of the Property as a single, separate, subdivided and zoned lot separate and apart from all other property which is owned by Owner.
- (h) If Investor has provided its written consent to a subdivision or lot split relating to the Property in accordance with the subsection immediately above, subject to the terms of this subsections, provided no Event of Default exists and is continuing, Investor agrees to release the lien of the Special Assessments on one or more of the lots or parcels comprising the Property provided that such lot or parcel that the Owner is requesting the release of the lien of the Special Assessments does not contain the Project, or any part thereof, and provided further that Investor has determines, in its sole discretion, that the partial release of the lien of the Special Assessments on such lot or parcel is satisfactory to Investor. The intent of this subsection is the Investor shall not consent to or provide any partial release if Investor shall determine in its sole discretion in good faith that the prospect of repayment is impaired or threatened by reason of a requested partial release by the Owner.
- (i) It does not and will not engage in operations that involve the generation, manufacture, refining, transportation, treatment, storage or handling of hazardous materials or hazardous wastes, as defined under 40 C.F.R. Parts 260-270 or any state equivalent or any other federal, state or local environmental laws or regulations, except in strict compliance with all such laws and regulations, and neither the Property nor any other of its premises has been so used previously, in each case, except as previously disclosed in writing to the Investor. There are no underground storage tanks located on the Property. There is no present and to the

best of Owner's knowledge there has been no past non-compliance with environmental laws, or with permits issued pursuant thereto, in connection with the Property, which has not been fully remediated in accordance with environmental laws. There is no environmental remediation required (or anticipated to be required) with respect to the Property. The Owner does not know of, and has not received, any written or oral notice or other communication from any Person relating to hazardous substances or remediation of hazardous substances, of possible liability of any person pursuant to any environmental law, other environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with the foregoing. Owner has not received any letter or request for information under Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 USC. § 9604) or any comparable state law.

- (j) Prior to completion of the Project, Owner shall not, without Investor's prior written consent, which may be withheld in Investor's sole discretion, sell, transfer or convey its interest in the Property or the Project, or permit a Change of Control (collectively, a "Transfer"). "Change of Control", as used herein, means a change in ownership of Owner such that the Principals, or any entity or entities directly or indirectly controlled by the Principals (a) has in the aggregate less than a fifty-one percent (51%) direct or indirect voting interest in Owner, or (b) lacks the power to direct or cause the direction of the management and policies of Owner, whether through the ownership of ownership interests in such entity, by contract or otherwise. Any Change of Control made in violation of this Section shall be a default of this Agreement. Upon a default under this Section, Owner shall, within thirty (30) days of such Transfer, pay to Investor all outstanding amounts pursuant to the Special Assessments in full, including any prepayment penalties set forth in Section 4.7 of this Agreement and any unused line fee set forth in Section 4.2 of this Agreement upon Owner's receipt of written demand accompanied by a reasonable accounting of the amounts. Notwithstanding the foregoing or anything contained herein to the contrary, Owner shall not sell, transfer, or convey the Property to any governmental authority, domestic or foreign.
- (k) It shall not request nor use the Project Advance except to pay costs of the Project as set forth in this Agreement.
- (l) At all times during the term of this Agreement, while any principal of or interest on the Project Advance remain outstanding, and while any Special Assessments remain to be paid, the Owner shall comply in all respects with the Special Assessment Act, and shall take any and all action necessary to remain in compliance with the Special Assessment Act.
- (m) It shall promptly pay when due the Special Assessments and all other fees and charges due pursuant to the Special Assessments and this Agreement, regardless of whether or not the Special Assessments appear on the property tax bill.

- (n) It shall pay when due all costs incurred by the Investor and/or the ESID (including any agent) in connection with any removal of the lien of the Special Assessments by the Investor and/or the ESID (or any agent).
- (o) It will not further encumber the Property with any mortgages, deeds of trust, or financing statements prior to the recordation of the Owner Consent in the land records of the Recorder of Erie County, Ohio with respect to the Property.
- (p) It has complied with, and will continue to comply with, all federal, state or local laws, statutes, regulations and ordinances. The Owner will use the proceeds of any Project Advance only for the purposes specified in this Agreement. The Owner will remain in full force and effect under the laws of the State of Ohio.
- (q) It shall pay on demand all costs and expenses of the Investor, the ESID and the City in connection with the preparation, execution, delivery and administration, modification, amendment and termination of this Agreement and the Transaction Documents (including, without limitation, the reasonable fees and expenses of counsel).
- (r) At all times during the term of this Agreement, while any principal of or interest on the Project Advance remains outstanding, and while any Special Assessments remain to be paid, the Owner shall obtain and maintain, or cause to be obtained and maintained, the Required Insurance Coverage for the benefit of Investor in such amounts, in such form and substance, and reasonably acceptable to Investor. Any return of insurance premium or dividends based upon the Required Insurance Coverage shall be due and payable solely to the Owner or its Lender pursuant to any agreements between the Owner and its Lender, unless such premium shall have been paid by the Investor, in accordance with the distribution priority specified in Section 4.3.
- (s) At all times during the term of this Agreement, while any principal of or interest on the Project Advance remains outstanding, and while any Special Assessments remain to be paid, the Owner shall not file for, request, or otherwise seek the return of a penalty imposed for a late payment of any installment of the Special Assessments.

ARTICLE IV: PROJECT ADVANCE; CONSTRUCTION OF PROJECT; REPAYMENT

Section 4.1. Project Advance. Upon the recordation of the executed Owner Consent in the records of the County Recorder of Erie County, Ohio with respect to the Property, the Investor shall make available to the Owner the Project Advance in the amount of \$459,750.08 of which \$385,345.05 will be net funded into the Project Account (as defined below) for disbursement pursuant to Section 4.2, and capitalized interest in the amount of \$44,818.39 and fees in the amount of \$29,586.64 will be retained for the account of the Investor for further payment to itself and the entities to be paid on the Closing Date in accordance with this Agreement. The Investor shall hold the Project Advance in a segregated account established in the custody of the Investor, which

account shall be referred to as the “Project Account.” Subject to the terms and conditions of this Agreement, the Investor, upon the direction of the Owner, shall disburse amounts on deposit in the Project Account to the Owner or to such parties as may be named by the Owner in order to pay the costs of the Project.

If the Project Advance net funded to the Owner is insufficient to pay the costs of the Project pursuant to this Agreement, the Owner, nevertheless, shall complete the acquisition, installation, equipping, and improvement of its Project, and the Owner shall pay all such additional costs of its Project from its own funds, which obligation shall be guaranteed by [_____] pursuant to the Guaranty. The Owner shall not be entitled to reimbursement for any such additional costs of its Project, nor shall it be entitled to any abatement, diminution, or postponement of the Special Assessments. If the cost of construction of the Project or any portion thereof materially exceeds the costs set forth in the Budget, then the Owner shall immediately deposit with the Investor an amount equal to the deficiency between such budgeted cost and the actual cost.

Section 4.2. Disbursements. In order to cause disbursement of amounts on deposit in the Project Account to pay or reimburse the costs of the Project, the Owner shall submit to the Investor a request for a disbursement of the Project Advance, either in full or in partial disbursement, in a form of certification acceptable to Investor (a “Disbursement Request Form”). Each Disbursement Request Form shall, in part, set forth the payments or reimbursements requested, and shall be accompanied by invoices or other appropriate documentation supporting the payments or reimbursements requested, which materials (including all materials required by this Section 4.2 applicable to such disbursement request) shall be submitted to the Investor at least seven (7) business days prior to the anticipated date of such disbursement (or prior to the Closing Date with respect to any disbursement of any such proceeds immediately following the effectiveness of this Agreement). In addition, the following shall occur:

- (a) With each Disbursement Request Form:
 - (i) The Owner shall deliver to the Investor copies of all related receipts and invoices and any additional information or documentation that the Investor reasonably requests;
 - (ii) The Owner shall deliver to the Investor signed lien waivers, not limited to but in the example of those attached as **Exhibit E** (for labor, services or materials which have been performed and paid for or such lien waiver will be subject to payment) from the general contractor and all other contractors, subcontractors, and suppliers performing labor, services or materials in connections with the Project, in a form acceptable to the Investor;
 - (iii) The Owner shall deliver to the Investor bank information for wiring the amounts requested for disbursement;
 - (iv) The Owner shall deliver evidence satisfactory to Investor of the Required Insurance Coverage;
 - (v) The Owner shall deliver to Investor evidence, satisfactory to the Investor, in its reasonable discretion, that such disbursement is in accordance with the Draw Schedule attached hereto as **Exhibit J**;
 - (vi) No order or notice shall have been given by any governmental agency stopping construction or stating that the work or construction is in violation

of any law, ordinance, code or regulation, unless such order or notice has been rescinded and a copy of such rescission has been delivered to and shall be satisfactory to the Investor in its sole discretion.

- (b) With the first Disbursement Request Form submitted, in addition to the documents required under Section 4.2(a):
 - (i) The Owner shall deliver to the Investor copies of all Permits;
 - (ii) The Construction Contracts, together with all major subcontractors thereunder, as well as the Plans and Budget shall have been approved in all respects by the Investor;
 - (iii) The Owner shall deliver to the Investor the written consent of its existing mortgage lender to the levying, assessment, and collection of the Special Assessments, in a form acceptable to Investor;
 - (iv) The Owner shall provide to the Investor evidence acceptable to the Investor, in its sole discretion, that the City Commission and the ESID have approved the Project;
 - (v) The Investor shall receive the executed Special Assessment Agreement and Owner Consent and evidence that the Owner Consent has been recorded in the records of the Recorder of Erie County, Ohio with respect to the Property; and
 - (vi) The Owner and the ESID shall provide to the Investor original executed copies of this Agreement and any related certificates.
- (c) With the final Disbursement Request Form, in addition to the documents required under Section 4.2(a):
 - (i) The Owner shall deliver to the Investor final waivers and releases of liens, in forms acceptable to the Investor, from the general contractor and all other contractors, subcontractors and suppliers performing labor, services or materials in connection with the Property;
 - (ii) The Owner shall deliver to the Investor evidence of substantial completion of construction of the Project in accordance with the Plans and executed completion certificates in a form acceptable to the Investor; and
 - (iii) The Owner shall deliver to the Investor a copy of the final unconditional Certificate of Occupancy (“C.O.”) for the Property and all improvements or a conditional C.O. which conditions are punch-list items only or other satisfactory evidence, in the Investor’s sole discretion.

Upon its receipt of each completed Disbursement Request Form and satisfaction of the conditions to disbursement set forth above, as determined by the Investor in its sole discretion, the Investor shall approve all or a portion of the payment or reimbursements requested to be disbursed from the Project Account. To the extent the Investor approves the payment or reimbursements requested to be disbursed from the Project Account, the Investor shall pay the Owner or such other parties as are indicated on the Disbursement Request Form the amounts described on such Disbursement Request Form. No payment or reimbursement shall be made for materials not yet

installed or incorporated into the Project, except in the Investor's sole discretion. Payments or reimbursements shall be made upon the Owner's compliance with the terms of this Agreement in such proportion of the total cost of that part of the work completed to the Investor's satisfaction in its sole discretion, so that at all times the undisbursed portion of the Project Advance shall be sufficient, in the Investor's sole discretion, to complete the Project (including, without limitation, to pay all non-construction costs associated with the Project). The Investor shall have the right to make the final determination in its sole discretion as to the amount of each payment or reimbursement. The Investor may, in its sole discretion, determine the number and frequency of each payment or reimbursement, which will not exceed one hundred (100%) percent of the cost of the work then completed and in place less the standard retainage of five percent (5%) for all construction costs (unless a higher retainage is specified in any contract), such retainage will be disbursed to the Owner at the date on which the Project is substantially complete and the conditions to disbursement set forth above in Section 4.2(c) are satisfied. In no event shall the aggregate amount of payments and reimbursements exceed the amount of the Project Advance. In no event shall any payments or reimbursements be made by the Investor from and after the date on which the final payment or reimbursement is made in accordance with Section 4.2(c).

Additionally, on the date this Agreement becomes effective, the Investor shall disburse the closing costs related to the financing described in this Agreement in an amount not to exceed \$[____], as detailed in a form similar to that attached **Exhibit C** to this Agreement. Without limiting the generality of the foregoing, disbursements made pursuant to this paragraph may be for fees to the Investor, fees to the ESID, legal fees, fees to the City, and other closing costs or contingencies, not limited to but in the example of those attached as **Exhibit C**. The Investor shall further retain and disburse to itself on the Closing Date capitalized interest in an amount not to exceed \$44,818.39 to be applied in accordance with **Exhibit B**.

If, upon completion of the Project, there are undisbursed funds of the Project Advance (such excess amount, the "Excess Funds"), then the Excess Funds shall be applied to payment of an unused line fee equal to 5.00% of the Excess Funds to be paid to Investor and all remaining amounts of the Excess Funds shall be paid over to the Investor or its designee on the Completion Date to be held by Investor and funded from time to time by or on behalf of the Investor to the Owner for payment of the Special Assessments then due or, at the Investor's election, funded from time to time directly to the County Auditor for payment on behalf of the Owner for payment of Special Assessments as and when such Special Assessments are due. Such Excess Funds payments shall be made until the Excess Funds are fully depleted.

Section 4.3. **Casualties and Takings**. The Owner shall promptly notify the Investor if the Project is damaged or destroyed by fire, casualty, injury or any other cause (each such occurrence, a "Casualty"). Upon the occurrence of such Casualty, the Owner's Lender, if any, may elect, in its sole discretion and judgment, to restore the Property and the Project or to terminate the construction of the Project, and in either case, to direct the application of the insurance proceeds pursuant to the terms of Owner's Lender's agreement with the Owner, provided that if the insurance proceeds are not used to restore the Property and the Project, insurance proceeds will be distributed first to Owner's Lender pursuant to its agreements with the Owner, and next to the Investor for repayment of the outstanding balance of the Special Assessments and any related fees, and any excess proceeds will be paid to the Owner.

If the Lender determines not to restore the Property or the Project, the Investor's obligation to make disbursements under this Agreement shall be terminated. Upon the occurrence of a Casualty, if no Person is a Lender at the time of such Casualty, the insurance proceeds shall be applied to repayment of the total outstanding balance of the Special Assessments plus any applicable fees, unless the Investor agrees in its commercially reasonable discretion to the application of the insurance proceeds to the restoration of the Property. Investor shall have no obligation to make disbursements under this Agreement if restoration of the Property is not permitted. In the event restoration of the Property is permitted, the Owner shall immediately proceed with the restoration thereof in accordance with the Plans. If, in Investor's commercially reasonable judgment, said insurance proceeds are insufficient to complete the restoration, the Owner shall deposit with Investor such amounts as are necessary, in Investor's sole judgment, to complete the restoration in accordance with the Plans.

In the event any part of the Property or the Project shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (a "Taking"), the Owner's Lender, if any, may elect, in its sole discretion and judgment, not to restore the Property or the Project or to restore the Property or the Project, and in either case, to direct the application of the proceeds of the Taking pursuant to the terms of its agreements with the Owner. If the Lender determines not to restore the Property or the Project and release funds related thereto to the Owner, the Investor's obligation to make disbursements under this Agreement shall be terminated. If the Lender determines to restore the Property and the Project, the Owner shall immediately proceed with the restoration of the Project in accordance with the Plans and as otherwise required in any agreements between Owner and Lender. If, in the Investor's reasonable judgment, the Taking proceeds available to the Owner and the Investor are insufficient to complete the restoration, the Owner shall deposit with the Investor such amounts as are necessary, in the Investor's reasonable judgment, to complete the restoration in accordance with the Plans.

In the event that no Person is a Lender at the time of such Taking, the Investor's obligation to make disbursements under this Agreement shall be terminated unless the Property and the Project can, in the Investor's reasonable discretion, be replaced and restored in a manner which will enable the Project to be functionally and economically utilized and occupied as originally intended. If the Property and the Project can be so restored, the Owner shall immediately proceed with the restoration of the Project in accordance with the Plans, and the Investor shall release the funds for such purpose. If, in the Investor's reasonable judgment, the Taking proceeds available to the Owner and the Investor are insufficient to complete the restoration, the Owner shall deposit with the Investor such amounts as are necessary, in the Investor's reasonable judgment, to complete the restoration in accordance with the Plans.

Section 4.4. Eligible Costs. The costs of the Project which are eligible for payment or reimbursement pursuant to this Agreement include the following:

- (a) costs incurred directly or indirectly for or in connection with the acquisition, installation, equipping, and improvement of the Project, including without limitation, costs incurred in respect of the Project for preliminary planning and

studies; architectural, legal, engineering, surveying, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents and title work;

- (b) financial, legal, recording, title, accounting, and printing and engraving fees, charges and expenses, and all other fees, charges and expenses incurred in connection with the financing described in this Agreement;
- (c) premiums attributable to any surety and payment and performance bonds and insurance required to be taken out and maintained until the date on which each Project is final and complete;
- (d) taxes, assessments and other governmental charges in respect of the Property that may become due and payable including, but not limited to, the Special Assessments;
- (e) costs, including, without limitation, attorney's fees, incurred directly or indirectly in seeking to enforce any remedy against any contractor or subcontractor in respect of any actual or claimed default under any contract relating to the Project; and
- (f) any other incidental or necessary costs, expenses, fees and charges properly chargeable to the cost of the acquisition, installation, equipping, and improvement of the Project.

Section 4.5. Completion of Project; Inspection.

- (a) The Owner (i) in accordance with the Plans, Budget and Construction Contract, which Plans, Budget or Construction Contract shall not be materially revised without the prior written approval of the Investor, which approval shall not be unreasonably withheld, shall acquire, install, equip, and improve its Project with all commercially reasonable dispatch in accordance with all applicable laws, ordinances, codes, rules and regulations, (ii) subject to its right to contest any disputed work, shall pay when due all fees, costs and expenses incurred or payable by the Owner in connection with that acquisition, installation, equipping, and improvement from funds made available therefor in accordance with this Agreement or otherwise, and (iii) shall ask, demand, sue for, levy, recover and receive all those sums of money, debts and other demands whatsoever which may be due, owing and payable to the Owner under the terms of any contract, order, receipt, writing or instruction in connection with the acquisition, installation, equipping, and improvement of the Project, and shall utilize commercially reasonable efforts to enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto. Construction of the Project shall be completed on or prior to the completion date set forth in the Construction Contract. It is understood that the Project is to be owned by the Owner and any contracts made by the Owner with respect to the Project or any work to be done by the Owner on or with respect to the Project are made or done by the Owner on its own behalf and not as agent or contractor for the ESID.

- (b) During the period of construction, acquisition, installation, equipping, and improvement of the Project, the ESID and the Investor, and their respective agents, subject to reasonable security and safety regulations, and upon reasonable prior notice, shall have the right, during normal business hours, to inspect the Project. The ESID and the Investor and their respective agents shall utilize commercially reasonable efforts to minimize interference with the tenants of the Property during any such inspection.
- (c) The Investor reserves the right to deny the request for a Project Advance pursuant to Article IV of this Agreement if such inspection reveals that, in the Investor's reasonable discretion, construction is not proceeding with reasonable dispatch. If, in the Investor's opinion, after thirty (30) days' written notice to the Owner, the construction of the Project is not proceeding with reasonable dispatch, the Investor may (i) request that the Owner remove and replace the general contractor of the Project with a general contractor acceptable to the Investor, the failure of which by the Owner shall be a default under this Agreement, (ii) utilize funds to continue construction of the Project and such funds shall be considered Project Advances, or (iii) deny any Project Advance until such time as the construction resumes proceeding with reasonable dispatch.
- (d) The Owner shall notify the ESID, the City, and the Investor of the Completion Date by a certificate in the form attached as **Exhibit D** to this Agreement, signed by the Owner stating: (i) the date on which the acquisition, installation, equipping, and improvement of the Project was substantially completed by the general contractor for the Project in accordance with the construction contract, and the Owner has no unresolved complaints regarding the work; (ii) that the Project has been completed in all material respects in accordance with the plans and specifications, permits, and budget for the Project approved by the Investor; (iii) that the Owner has complied, and will continue to comply with all applicable statutes, regulations, and resolutions or ordinances in connection with the Property and the construction of the Project; (iv) that the Owner holds fee ownership of the Property; (v) that the general contractor for the project has not offered the Owner any payment, refund, or any commission in return for completing Project; and (vi) that all funds provided to the Owner by the Investor for the Project have been used in accordance with this Agreement. The certificate shall be delivered as promptly as practicable after the Completion Date.

Section 4.6. Repayment. The Parties acknowledge that pursuant to this Agreement, the Project Advance is expected to be repaid by the Special Assessments. The Parties agree that the Special Assessments have been levied and certified to the County Auditor in the amounts necessary to amortize the Project Advance, together with interest at the annual rate of 5.50%, over fifty-eight (58) semi-annual payments to be collected beginning approximately on January 31, 2024 and continuing through approximately July 31, 2052. The Parties further acknowledge that in addition to the amount of the Special Assessments and other related interest, fees, and penalties, the County Auditor may charge and collect a County Auditor collection fee on each semi-annual installment of the Special Assessments in an amount to be calculated, charged, and collected by

the County Auditor pursuant to Ohio Revised Code Section 727.36, which fee is in addition to the amount of the Special Assessments and other related interest, fees, and penalties. Interest shall accrue on the entire amount of the Project Advance from the date of this Agreement; provided, however, that a portion of the Project Advance may be used to pay interest accruing and due and payable on the Project Advance prior to the date on which the first installment of the Special Assessments is paid to the Investor by the City. The Owner agrees to pay, as and when due, all Special Assessments with respect to its Property. The Parties acknowledge and agree that, pursuant to the laws of the State, the Special Assessments to be collected by the County Treasurer which, as of the relevant date, are not yet due and payable never shall be accelerated, and the lien of the Special Assessments never shall exceed the amount of Special Assessments which, as of the relevant date, are due and payable but remain unpaid.

Section 4.7. Prepayment. At any time prior to the fifth anniversary of the Closing Date, the Owner may prepay any portion of the principal of the Project Advance to the Investor by paying, in immediately available funds, 105% of the principal amount of the Project Advance to be prepaid, together with all accrued and unpaid interest on the Project Advance to the date of prepayment. At any time after the fifth anniversary and prior to the tenth anniversary of the Closing Date, the Owner may prepay any portion of the principal of the Project Advance to the Investor by paying, in immediately available funds, 103% of the principal amount of the Project Advance to be prepaid, together with all accrued and unpaid interest on the Project Advance to the date of prepayment. At any time after the tenth anniversary and prior to the fifteenth anniversary of the Closing Date, the Owner may prepay any portion of the principal of the Project Advance to the Investor by paying, in immediately available funds, 101% of the principal amount of the Project Advance to be prepaid, together with all accrued and unpaid interest on the Project Advance to the date of prepayment. At any time after the fifteenth anniversary of the Closing Date, the Owner may prepay any portion of the principal of the Project Advance to the Investor by paying, in immediately available funds, 100% of the principal amount of the Project Advance to be prepaid, together with all accrued and unpaid interest on the Project Advance to the date of prepayment.

Immediately upon any prepayment pursuant to this Section 4.7, the Investor shall notify the City of the prepayment, and the Owner, the Investor, and the City shall cooperate to reduce the amount of Special Assessments to be collected by the County Auditor pursuant to Section 2.2(d) of this Agreement.

Section 4.8. Payment of Fees and Expenses. If an Event of Default on the part of the Owner should occur under this Agreement such that the ESID, the Investor, or the City should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement or the collection of sums due under this Agreement, the Owner shall reimburse the ESID, the Investor, and the City, as applicable, for any reasonable out-of-pocket expenses so incurred upon demand. If any such expenses are not so reimbursed, the amount of such expenses, together with interest on such amount from the date of demand for payment at an annual rate equal to the lesser of 10% or the maximum rate allowable by law, shall constitute indebtedness under this Agreement, and the ESID, the Investor, and the City, as applicable, shall be entitled to seek the recovery of those expenses in such action except as limited by law or by judicial order or decision entered in such proceedings.

ARTICLE V: EVENTS OF DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any of the following shall occur, such occurrence shall be an “Event of Default” under this Agreement:

- (a) The Owner shall fail to pay an installment of the Special Assessments when due, after taking into account all applicable extensions;
- (b) The City shall fail to transfer, or cause the transfer of, any of the Special Assessments to the Investor within the time specified in this Agreement;
- (c) Any Party is in material breach of its representations or warranties under this Agreement or, provided, however, that upon the material breach of such Party’s representations or warranties under this Agreement, such Party shall have the right to cure such breach within thirty (30) days of the receipt of notice, and, if so cured, such breach shall not constitute an Event of Default; provided, further, that with respect to Owner no cure period shall be applicable to any breach arising from an act of fraud, gross negligence, or willful misconduct;
- (d) The Owner fails to comply with any obligation under this Agreement, the Special Assessment Agreement, or the Petition involving the payment of money, except for the payment of the Special Assessments, and such failure is not cured within ten (10) days of Owner’s receipt of notice of such failure;
- (e) The ESID, the Owner, or the City, shall fail to observe and perform any other agreement, term, or condition contained in this Agreement, or, with respect to the Owner, the Guaranty, and the continuation of such failure for a period of thirty (30) days after written notice of such failure shall have been given to the ESID, the Owner, or the City, as applicable, by any other Party to this Agreement, or for such longer period to which the notifying Party may agree in writing; provided, however, that if the failure is other than the payment of money, and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the ESID, the Owner, or the City, as applicable, institutes curative action within the applicable period and diligently pursues that action to completion; provided, further, that with respect to Owner (i) such cure period not to exceed sixty (60) days and (ii) no cure period shall be applicable to any act of fraud, gross negligence, or willful misconduct;
- (f) An Insolvency Event has occurred with respect to the Owner or the Owner becomes insolvent or unable to pay its debts as they mature and such has not been cured within 30 days of the event;
- (g) The Owner fails to substantially complete construction of the Project by 11:59 p.m. in the State on the Outside Completion Date; or
- (h) Any material deviation in the Project from the Plans without the prior written consent of Investor, or the appearance of defective workmanship or materials constituting a portion of the Project or incorporated into the Project, as determined

by Lender in its sole discretion, which has not been corrected by Owner within 30 days;

- (i) Any encumbrance on any portion of the Property is created, other than current liens for real estate property taxes, charges, or special assessments, which encumbrance purports to have priority over the Special Assessments;
- (j) The existence of foreclosure actions or any liens for taxes past due with respect to the Property, or carrier's, warehousemen's, mechanics', materialmen's, repairmen's or other liens which have not been dismissed, escrowed (subject to Investor's sole approval) or bonded for 30 days after the filing or recording thereof; or
- (k) There occurs any event which in Investor's sole discretion materially and adversely affects: (i) the ability of the Owner to perform any of its obligations hereunder or under any of the Transaction Documents; (ii) the business or financial condition of the Owner; or (iii) the timely repayment of the Special Assessments authorized by the Special Assessment Act and this Agreement, which Owner has not cured within 30 days of receiving notice from Investor of such breach

The declaration of an Event of Default above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Promptly upon any non-defaulting Party becoming aware that an Event of Default has occurred, such Party shall deliver notice of such Event of Default to each other Party under this Agreement in accordance with the notice procedures described in Section 6.5 of this Agreement.

Section 5.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

- (a) Upon an Event of Default described in Section 5.1(a) only, the Investor shall become entitled to receive any Delinquency Amounts actually received by the City.
- (b) The ESID and the Investor, together or separately, may pursue all remedies now or later existing at law or in equity to collect all amounts due and to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of any of the Parties, as applicable, under this Agreement, including enforcement under Ohio Revised Code Chapter 2731 of duties resulting from an office, trust, or station upon the ESID, provided that, Parties may only pursue such remedies against the Party responsible for the particular Event of Default in question; provided, however, that the ESID and the Investor may not take any other action or exercise any remedy against the Property, the Project, or the Owner except to collect or remedy any outstanding damages or liability which shall have arisen due to the occurrence of an Event of Default.

- (c) Any Party may pursue any other remedy which it may have, whether at law, in equity, or otherwise, provided that, Parties may only pursue such remedies against the Party responsible for the particular Event of Default in question; provided, however, that the ESID and the Investor may not take any other action or exercise any remedy against the Property, the Project, or the Owner except to collect or remedy any outstanding damages or liability which shall have arisen due to the occurrence of an Event of Default.
- (d) The occurrence of the Event of Default described in Section 5.1(i) shall immediately give the Investor the right to apply any undisbursed funds held by the Investor as a prepayment of the Special Assessments as provided in this Section 5.2(d), notwithstanding the prepayment provisions in Section 4.7. A prepayment provided for under this Section 5.2(d) shall be applied first to the amount of interest that has accrued to the date of prepayment, second to the payment of a prepayment penalty equal to [5.00]% of the difference between the total Project Advance and the amount disbursed as of the date of prepayment, and third all remaining amounts shall be applied to reduce the Special Assessments.
- (e) If Investor has delivered a notice to Owner pursuant to Section 4.5(c), and six (6) months pass without the construction resuming to proceed with reasonable dispatch, as determined by Investor in its reasonable discretion, then Investor shall have the right to enter the Property and complete the Project, or call upon any other reputable parties to enter the Property and complete the Project, in accordance with the Plans (as may be modified) and shall have the right to expend such sums as the Investor in its reasonable discretion deems proper in order to complete the Project and the Owner hereby waives any right to contest any such necessary expenditures. The amount of any and all expenditures made by Investor for the foregoing purposes shall bear interest from the date made until repaid to the Investor, at an annual rate of [5.50]%, and, together with such interest, shall be due and payable by the Owner to the Investor upon demand. During the course of any construction undertaken by the Investor or by any other party on behalf of the Investor, the Owner shall pay on demand any amounts due to the general contractor used by Investor, subcontractors and other material suppliers and for Permits and licenses necessary to complete the Project, without regard to any limitation on liability set forth herein.
- (f) Should Owner fail to maintain the Required Insurance Coverage, Investor shall have the right but not the obligation to obtain such required insurance in amounts and limits sufficient to protect Investor and Owner shall be obligated to pay Investor for the cost of such insurance.
- (g) The Investor may immediately terminate any pending disbursement of the Project Advance (and Investor shall have no obligation to make further disbursements) and from time to time apply all or any part of any undisbursed amounts of the Project Advance to payment of amounts owing on the Special Assessments and/or to any other obligations of the Owner hereunder or under the Transaction Documents.

Notwithstanding the foregoing, each of the ESID and the City shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to it at no cost or expense.

Section 5.3. Foreclosure. Pursuant to Section 2.1 of the Special Assessment Agreement by and among the County Treasurer, the City, the ESID, the Investor, and the Owner and dated as of the date of this Agreement (the “Special Assessment Agreement”), the County Treasurer has agreed not to confirm the sale of the Property for an amount less than 100% of the amount of the Special Assessments and other general real estate taxes, payments in lieu of taxes, and assessments then due and owing with respect to the Property, as shall be certified by the ESID to the County Treasurer pursuant to the records of the County Treasurer without the consent of the ESID and the Investor. The ESID hereby agrees that in the event it is asked to provide its consent in accordance with Section 2.1 of the Special Assessment Agreement, it will notify the Investor of such request, and it will not provide its consent pursuant to Section 2.1 of the Special Assessment Agreement without the Investor’s prior written direction.

Section 5.4. No Remedy Exclusive. No remedy conferred upon or reserved to the Parties by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or later existing at law, in equity or by statute; provided, however, that the ESID and the Investor may not take any other action or exercise any remedy against the Property, the Project, or the Owner except to collect or remedy any outstanding damages or liability which shall have arisen due to the occurrence of an Event of Default. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power nor shall be construed to be a waiver, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Parties to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Agreement.

Section 5.5. No Waiver. No failure by a Party to insist upon the strict performance by the other Parties of any provision of this Agreement shall constitute a waiver of such Party’s right to strict performance; and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Parties to observe or comply with any provision of this Agreement.

Section 5.6. Notice of Default. Any Party to this Agreement shall notify every other Party to this Agreement immediately if it becomes aware of the occurrence of any Event of Default or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

ARTICLE VI: MISCELLANEOUS

Section 6.1. Owner Waivers. The Owner acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well

as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Ohio Revised Code Chapter 727, the Charter of the City, and the resolutions or ordinances in effect in the City (collectively, "Assessment Rights"). The Owner irrevocably waives all Assessment Rights as to its Project and consents to the imposition of the Special Assessments as to its Project immediately or at such time as the ESID determines to be appropriate, and the Owner expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessments upon its Property as to its Project. The Owner further waives in connection with the Project: any and all questions as to the constitutionality of the laws under which the Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council of the City acting thereunder; and the right to file a claim for damages as provided in Ohio Revised Code Section 727.18 and any similar provision of the Charter of the City or the resolutions or ordinances in effect within the City.

Section 6.2. Term of Agreement. This Agreement shall be and remain in full force and effect from the date of execution and delivery until the payment in full of the entire aggregate amount of the Special Assessments and any other amounts due hereunder shall have been made to the Investor, or such time as the Parties shall agree in writing to terminate this Agreement. Any attempted termination of this Agreement prior to the payment in full of the entire aggregate amount of the Special Assessments and any other amounts due hereunder which is not in writing and signed by each of the Parties to this Agreement shall be null and void.

Section 6.3. Litigation Notice. Each Party shall give all other Parties prompt notice of any action, suit, or proceeding by or against or, to such Party's knowledge, threatened by or against the notifying Party, at law or in equity, or before any governmental instrumentality or agency, of which the notifying Party has notice and which, if adversely determined would impair materially the right or ability of the Parties to perform their obligations under this Agreement. The notifying Party's prompt notice shall be accompanied by its written statement setting forth the details of the action, suit, or proceeding and any responsive actions with respect to the action, suit, or proceeding taken or proposed to be taken by the Party.

Section 6.4. Indemnification. Without limitation of any other obligation or liability of the Owner or any right or remedy of Investor contained herein, the Owner agrees to indemnify and hold harmless the ESID, the Investor, and the City, as well as their respective members, directors, officers, employees, agents, subsidiaries and affiliates, and the successors and assigns of the foregoing (each, an "Indemnified Person"), from and against all damages, losses, settlement payments, obligations, liabilities, claims, suits, penalties, fines, assessments, citations, directives, demands, judgments, actions or causes of action, whether statutorily created or under the common law, including all costs and expenses (including, without limitation, reasonable fees and disbursements of attorneys, engineers and consultants) and all other liabilities whatsoever (including, without limitation, liabilities under any applicable environmental laws, regulations or rules) which shall at any time or times be incurred, suffered, sustained or required to be paid by or asserted against any such Indemnified Person (except any of the foregoing which result from the gross negligence or willful misconduct of the Indemnified Person) (collectively, the "Indemnified Amounts") on account of or in relation to or in any way in connection with (i) any of the arrangements or transactions contemplated by, associated with or ancillary to this Agreement, or any other documents executed or delivered in connection herewith or therewith, all as the same

may be amended from time to time, or any action taken or omitted to be taken by any Person in connection with or under any of the foregoing, whether or not all or part of the transactions contemplated by, associated with or ancillary to this Agreement or any such other documents are ultimately consummated, (ii) any violation or alleged violation of, non-compliance with or liability under any requirements of law, (iii) ownership of, liens on, security interests in or the exercise of rights or remedies under any of the items referred to in the preceding clause (i), (iv) any taxes attributable to the execution, delivery, filing or recording of any Transaction Document or any memorandum of any of the foregoing, (v) any lien or claim arising on or against the Property under any requirements of law or any liability asserted against any Indemnified Person with respect thereto, (vi) (1) a past, present or future violation or alleged violation of any environmental laws in connection with the Property by any Person or other source, whether related or unrelated to Owner, (2) any presence of any hazardous, toxic or harmful substances, materials, wastes, pollutants or contaminants defined as such in or regulated under any environmental law ("Materials of Environmental Concern") in, on, within, above, under, near, affecting or emanating from the Property, (3) the failure to timely perform any investigation, inspection, site monitoring, containment, clean-up, removal, response, corrective action, mitigation, restoration or other remedial work of any kind or nature because of, or in connection with, the current or future presence, suspected presence, Release (defined below) or threatened Release in or about the air, soil, ground water, surface water or soil vapor at, on, about, under or within all or any portion of the Property of any Materials of Environmental Concern, including any action to comply with any applicable environmental laws or directives of any governmental authority with regard to any environmental laws, (4) any past, present or future activity by any Person or other source, whether related or unrelated to Owner in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer or transportation to or from the Property of any Materials of Environmental Concern at any time located in, under, on, above or affecting the Property, (5) any past, present or future actual generation, treatment, use, storage, transportation, manufacture, refinement, handling, production, removal, remediation, disposal, presence or migration of Materials of Environmental Concern on, about, under or within all or any portion of the Property (a "Release") (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) to, from, on, within, in, under, near or affecting the Property by any Person or other source, whether related or unrelated to Owner, (6) the imposition, recording or filing or the threatened imposition, recording or filing of any lien on the Property with regard to, or as a result of, any Materials of Environmental Concern or pursuant to any environmental law, or (7) any misrepresentation or failure to perform any obligations pursuant to any Transaction Document to environmental matters in any way, (vii) Owner's conduct, activities, actions and/or inactions in connection with, relating to or arising out of any of the foregoing clauses of this Section 6.4, that, in each case, results from any conduct, act or failure to act by the Owner's or its affiliates or related parties or the use or intended use of the proceeds of the Project Advance, and (viii) the levy and collection of the Special Assessments pursuant to this Agreement. To the extent that the undertaking to indemnify and hold harmless set forth in the preceding sentence may be unenforceable because it violates any law or public policy, Owner shall pay the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all liabilities set forth in the preceding sentence incurred by any Indemnified Person. In the case of an investigation, litigation or other proceeding to which the indemnification in this Section 6.4 applies, such indemnification shall be effective whether or not such

investigation, litigation or proceeding is brought by Owner, an Indemnified Person or any other Person or any Indemnified Person is otherwise a party thereto. In any investigation, proceeding or litigation, or the preparation therefor, an Indemnified Person shall select its own counsel and, in addition to the foregoing indemnity, the Owner agrees to pay promptly the reasonable fees and expenses of such counsel. In the event of the commencement of any such proceeding or litigation, the Owner shall be entitled to participate in such proceeding or litigation with counsel of its choice at its own expense, provided that such counsel shall be reasonably satisfactory to Investor. This Section 6.4 shall survive the execution, delivery, performance and repayment of this Agreement and the Special Assessments, and the extinguishment of the lien of the Special Assessments.

An Indemnified Person may at any time send Owner a notice showing in reasonable detail the basis for and calculation of Indemnified Amounts and Owner shall pay such Indemnified Amounts to such Indemnified Person within fifteen (15) days after Owner receives such notice.

None of the Investor, the City, or the ESID shall have any liability to the Owner or any other Person on account of (i) the Owner engaging a contractor from the list of contractors submitted by the ESID or the Investor to the Owner, (ii) the services performed by the contractor, or (iii) any neglect or failure on the part of the contractor to perform or properly perform its services. None of the Investor, the City, or the ESID assumes any obligation to the Owner or any other Person concerning contractors, the quality of construction of the Project or the absence of defects from the construction of the Project. The making of a Project Advance by the Investor shall not constitute the Investor's approval or acceptance of the construction theretofore completed. The Investor's inspection and approval of the budget, the construction work, the improvements, or the workmanship and materials used in the improvements, shall impose no liability of any kind on the Investor, the sole obligation of the Investor as the result of such inspection and approval being to make the Project Advances if, and to the extent, required by this Agreement. Any disbursement made by the Investor without the Investor having received each of the items to which it is entitled under this Agreement shall not constitute breach or modification of this Agreement, nor shall any written amendment to this Agreement be required as a result.

Section 6.6. Notices. All notices, certificates, requests or other communications under this Agreement shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. The Parties, by notice given under this Agreement to the others, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 6.7. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the ESID contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the ESID, the Board, the Owner, the City, or the Investor in other than his or her official capacity; and none of the members of the Board or the City Commission, nor any official of the ESID, the Owner, the City, or the Investor executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the ESID, the Owner, the City, or the Investor contained in this Agreement.

Section 6.8. Binding Effect; Assignment; Estoppel Certificates. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Parties. Except as specifically provided herein and below, this Agreement shall not be assigned by the any of the Parties except as may be necessary to enforce or secure payment of the Special Assessments.

Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that the Assignment and Assumption of Energy Project Cooperative Agreement includes the assignment and assumption of the Special Assessment Agreement and the Owner Consent. Following any assignment by the Owner as described above, all obligations of the Owner contained in this Agreement, the Special Assessment Agreement, and the Owner Consent shall be obligations of the assignee, and the assigning Owner shall be released of its obligations to a corresponding extent.

Notwithstanding anything in this Agreement to the contrary, the Investor shall have the unrestricted right at any time or from time to time, and without the Owner's consent, to assign all or any portion of its rights and obligations under this Agreement, and may sell or assign any and all liens received directly or indirectly from the City to any Person (each, an "Investor Assignee"), and the Owner agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments to this Agreement and to any other documents, instruments and agreements executed in connection with this Agreement as the Investor shall deem necessary to effect the foregoing so long as such amendment does not materially adversely impact the Owner's rights and obligations under this Agreement. Any Investor Assignee shall be a party to this Agreement and shall have all of the rights and obligations of the Investor under this Agreement (and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement) to the extent that such rights and obligations have been assigned by the Investor pursuant to the assignment documentation between the Investor and such Investor Assignee, and the Investor shall be released from its obligations under this Agreement and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement to a corresponding extent. If, at any time, the Investor assigns any of the rights and obligations of the Investor under this Agreement (and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement) to an Investor Assignee, the Investor shall (i) give prompt notice of such assignment to the other Parties and (ii) pay all legal fees and expenses of PACE Counsel associated with legal services performed to facilitate such assignment upon receipt of an invoice from PACE Counsel.

In addition, the Investor shall have the unrestricted right at any time and from time to time, and without the consent of or notice of the Owner, to grant to one or more Persons (each, a "Participant") participating interests in Investor's obligation to make Project Advances under this Agreement or to any or all of the loans held by Investor under this Agreement. In the event of any such grant by the Investor of a participating interest to a Participant, whether or not upon notice to the Owner, the Investor shall remain responsible for the performance of its obligations under this Agreement, and the Owner shall continue to deal solely and directly with the Investor in connection with the Investor's rights and obligations under this Agreement. The Owner agrees that the Investor may furnish any information concerning the Owner in its possession from time to time to prospective Investor Assignees and Participants.

This Agreement may be enforced only by the Parties, any Investor Assignee, any Participant, and each of their permitted assignees, and others, who may, by law, stand in their respective places.

Any Party shall at any time and from time to time, upon not less than thirty (30) days' prior written notice by the other party, execute, acknowledge and deliver to such party a statement in writing certifying that: (i) this Agreement is unmodified and in full force and effect (or, if there has been any modification of this Agreement, that the same is in full force and effect as modified and stating the modification or modifications); (ii) to the best of such Party's actual knowledge (without any duty of inquiry) there are no continuing Events of Default (or, if there is a continuing Event of Default, stating the nature and extent of such Event of Default); (iii) that, to the best of such Party's actual knowledge (without any duty of inquiry) there are no outstanding damages or liability arising from an Event of Default (or, if there is any outstanding damages or liability, stating the nature and extent of such damages or liability); (iv) if such certificate is being delivered by the Owner, the dates to which the Special Assessments have been paid; and (v) if such certificate is being delivered by the Investor, the dates to which the Special Assessments have been paid to the Investor. It is expressly understood and agreed that any such certificate delivered pursuant to this Section 6.7 may be relied upon by any prospective assignee of the Owner or any prospective Investor Assignee.

Section 6.9. Amendments and Supplements. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated except by unanimous written agreement signed by each of the Parties materially affected by such proposed amendment, change, modification, alteration, or termination. For purposes of this Section, a materially affected Party is a Party with respect to which a material right or obligation under this Agreement is proposed to be amended, changed, modified, altered, or terminated. Any attempt to amend, change, modify, alter, or terminate this Agreement except by unanimous written agreement signed by all of the Parties or as otherwise provided in this Agreement shall be void.

Section 6.10. Execution Counterparts. This Agreement may be executed and delivered in original, via facsimile or email with PDF attachment, or other commercially acceptable electronic form, in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidenced by any such counterpart. Each Party agrees, and acknowledges that it is such Party's intent, that if such Party signs this agreement using an electronic signature, it is signing, adopting, and accepting this agreement and that signing this agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement on paper.

Section 6.11. Severability. If any provision of this Agreement, or any covenant, obligation, or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. That invalidity or unenforceability shall not affect any valid and enforceable application of the provision, covenant, obligation, or agreement, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

Section 6.12. Consultation with Counsel. Owner acknowledges that, in executing this Agreement, Owner has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against Investor, the ESID, or the City by reason of the drafting or preparation hereof.

Section 6.13. Survival; Conditional Lien Granted. [If the Special Assessment Act or any material provision thereof or hereof is found by a court of competent jurisdiction to be illegal or otherwise unenforceable such that the Special Assessments and/or any of the Transaction Documents are not enforceable or otherwise not collectible in the manner set forth in the Special Assessment Act, then the rest of this Agreement shall be deemed to be a consensual lien against the Property granted by the Owner to secure the Special Assessments, together with all of the Investor, ESID and City's costs and expenses (including, without limitation, collection costs, court costs and reasonable attorneys' fees), which consensual lien may be foreclosed as a mortgage lien in the State of Ohio.]

Section 6.14. Open Records Law. Owner acknowledges that any information received by the ESID and/or the City pursuant to this Agreement will be considered "public record" and will be subject to disclosure under the Ohio Open Records Law, except for information falling within one of the exemptions to disclosure. Owner acknowledges that it is Owner's responsibility to consult with the ESID and/or the City, as applicable, should Owner wish to prevent the disclosure of any information related to this Agreement pursuant to an Ohio Open Records Law request.

Section 6.15. WAIVER OF JURY TRIAL. THE OWNER HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE SPECIAL ASSESSMENTS, THIS AGREEMENT OR ANY TRANSACTION DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED THEREBY.

Section 6.16. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State. The venue for any disputes arising under this Agreement will be the court of competent jurisdiction located in Cuyahoga County, Ohio.

Section 6.17. Privacy. Investor may furnish any information concerning the Owner, the Property and the Project in its possession from time to time to prospective Investor Assignees and Participants as well as rating agencies, Investor's third-party consultants, and Investor's counsel. Owner hereby waives any claim of privacy with respect to such information.

Section 6.18. PRE-JUDGMENT REMEDY. THE OWNER ACKNOWLEDGES THAT THIS AGREEMENT AND THE UNDERLYING TRANSACTIONS GIVING RISE HERETO CONSTITUTE COMMERCIAL BUSINESS TRANSACTIONS WITHIN THE STATE OF OHIO. IN THE EVENT OF ANY LEGAL ACTION BETWEEN THE PARTIES HEREUNDER OR UNDER ANY TRANSACTION DOCUMENT, THE OWNER HEREBY EXPRESSLY WAIVES ANY RIGHTS WITH REGARD TO NOTICE, PRIOR HEARING AND ANY OTHER RIGHTS IT MAY HAVE UNDER THE OHIO REVISED CODE AS NOW CONSTITUTED OR

HEREAFTER AMENDED, OR OTHER STATUTE OR STATUTES, STATE OR FEDERAL, AFFECTING PREJUDGMENT REMEDIES AND INVESTOR, ESID, AND THE CITY MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO THEM, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF THE OWNER TO ENFORCE THE PROVISIONS OF THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS, WITHOUT GIVING THE OWNER ANY NOTICE OR OPPORTUNITY FOR A HEARING. AT ANY TIME AFTER THE OCCURRENCE AND CONTINUANCE OF AN EVENT OF DEFAULT HEREUNDER OR UNDER ANY TRANSACTION DOCUMENT, THE OWNER HEREBY EXPRESSLY AUTHORIZES THE INVESTOR TO SET OFF AND APPLY ANY UNDISBURSED AMOUNTS OF THE PROJECT ADVANCE TO OR FOR THE CREDIT OF ANY AND ALL OF THE OBLIGATIONS OR LIABILITIES OF OWNER NOW OR HEREAFTER EXISTING UNDER THIS AGREEMENT AND ANY TRANSACTION DOCUMENT, WHETHER OR NOT INVESTOR SHALL HAVE MADE ANY DEMAND UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be duly executed in their respective names, all as of the date first written above.

CITY OF SANDUSKY, OHIO ENERGY SPECIAL
IMPROVEMENT DISTRICT, INC., D/B/A:

CITY OF SANDUSKY, OHIO ENERGY
SPECIAL IMPROVEMENT DISTRICT, INC.,
as the ESID

By: _____

Name: _____

Title: _____

NAME ONE, YELLOWSTONE LLC,
as the Owner

By: _____

Name: _____

Title: _____

GREENWORKS LENDING LLC, as the
Investor

By: _____

Name: _____

Title: _____

CITY OF SANDUSKY, OHIO, as the City

By: _____

Name: _____

Title: _____

CITY FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of the City of Sandusky, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2022 under the foregoing Energy Project Cooperative Agreement have been lawfully appropriated by the City Commission of the City of Sandusky, Ohio for such purpose 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 Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
City of Sandusky, Ohio

Dated: _____, 2022

EXHIBIT A
DEFINITIONS

As used in this Agreement, the following words have the following meanings:

“*Agreement*” means this Energy Project Cooperative Agreement, dated as of [____], 2022, by and among the ESID, the Owner, the City, and the Investor, as the same may be amended, modified, or supplemented from time to time in accordance with its terms.

“*Board*” means the Board of Directors of the ESID.

“*City*” means the City of Sandusky, Ohio.

“*City Commission*” means the Commission of the City of Sandusky, Ohio.

“*Closing Date*” means the date set forth in the preamble of this Agreement.

“*Completion Date*” means the latest date on which substantial completion of the Project, in accordance with the Plans occurs.

“*Construction Contract*” means that certain agreement by and between the Owner and [____] dated [____], 2022.

“*County*” means the County of Erie, Ohio.

“*County Auditor*” means the Auditor of the County.

“*County Prosecutor*” means the Prosecuting Attorney of the County.

“*County Treasurer*” means the Treasurer of the County.

“*Delinquency Amounts*” means any penalties or interest which may be due on or with respect to any installment of the Special Assessments and which are not paid or payable to any party (other than the Investor under this Agreement) under law.

“*Disbursement Request Form*” means the form submitted by the Owner in order to receive disbursements from the Project Account, which form shall in a form of certification acceptable to Investor.

“*ESID*” means the City of Sandusky, Ohio Energy Special Improvement District, Inc., [doing business under the registered trade name the City of Sandusky, Ohio Energy Special Improvement District, Inc.], a nonprofit corporation and energy special improvement district organized under the laws of the State of Ohio.

“*Governmental Authority*” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority,

instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“*Insolvency Event*” means (i) the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, reorganization, moratorium, marshalling of assets and liabilities or similar proceeding or of relating to the Owner or relating to all or substantially all of such Owner’s property and/or (ii) Owner has admitted in writing its inability to pay its debts as they become due, filed a petition to take advantage of any applicable insolvency or reorganization statute, made an assignment for the benefit of its creditors, or voluntarily suspended payment of its obligations.

“*Investor*” means Greenworks Lending LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, together with any Investor Assignee.

“*Guaranty*” means that certain Guaranty of Payment and Performance dated as of the Closing Date given by [].

“*Lender*” means any Person which has loaned money to the Owner to pay or refinance the costs of acquiring, financing, refinancing, or improving the Property and which loan is secured by a mortgage interest in the Property, or any permitted successors or assigns of such Person.

“*Milestone*” means each construction completion funding benchmark shown on **Exhibit J**; Milestones means all such construction completion funding benchmarks.

“*Notice Address*” means:

- | | | |
|-----|-----------------|--|
| (a) | As to the City: | City of Sandusky, Ohio
240 Columbus Ave.
Sandusky, Ohio 44870
Attention: City Manager |
| (b) | As to the ESID: | City of Sandusky, Ohio Energy Special
Improvement District, Inc.
c/o Erie County Economic Development
Corporation
247 Columbus Ave., Suite 126
Sandusky, Ohio 44870
Attention: Abbey Bemis
Phone: (419) 627-7791
Email: office@eriecountyedc.org |

With a Copy To:	J. Caleb Bell Bricker & Eckler LLP 100 South Third Street Columbus, Ohio 43215 Phone: (614) 227-2300
-----------------	--

Email: pace@bricker.com

(c) As to the Owner

Name One, Yellowstone LLC

[_____]

[_____]

Attention: [_____]

Phone: [_____]

Email: [_____]

With a copy to:

[_____]

[_____]

[_____]

Attention: [_____]

Phone: [_____]

Email: [_____]

(d) As to the Investor

Greenworks Lending LLC

28 Thorndal Circle, Third Floor

Darien, Connecticut 06820

Attention: Chris Ellis

Phone: (614) 572-5169

Email: christopher.ellis@nuveen.com

“*Outside Completion Date*” means [_____].

“*Owner*” means Name One, Yellowstone LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio, and any permitted successors or assigns.

“*Owner Consent*” means the Owner Consent dated as of [_____], 2022 by the Owner and recorded in the records of the Erie County Recorder with respect to the Property.

“*PACE Counsel*” means Bricker & Eckler LLP, an Ohio limited liability partnership.

“*Parties*” means the ESID, the Owner, and the Investor.

“*Person*” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, political subdivisions, other legal entities, and natural persons.

“*Project*” means the special energy improvement project described in the Supplemental Plan with respect to the Property, for which Special Assessments are to be levied by the City, all in accordance with the Supplemental Plan.

“*Project Account*” means the segregated account maintained in the custody of the Investor for the benefit of the Owner which contains the Project Advance, and out of which disbursements may be made in accordance with Article IV of this Agreement.

“*Project Advance*” means the amount of immediately available funds to be transferred, set over, paid to, and held in the Project Account established pursuant to Section 4.1 of this Agreement for the benefit of the Owner.

“*Project Plan*” means the City of Sandusky, Ohio Energy Special Improvement District Program Plan adopted by the City of Sandusky, Ohio by its Resolution No. 018-16R of March 14, 2016, and any and all supplemental plans approved by the ESID and the City, including, without limitation, the Supplemental Plan.

“*Property*” means the real property subject to the Supplemental Plan.

“*Repayment Schedule*” means the schedule attached to, and incorporated into, this Agreement as **Exhibit B**, which schedule establishes the dates and amounts for the repayment of the Project Advance by the Special Assessments paid by the Owner.

“*Required Builder’s Risk Insurance Coverage*” means, beginning no later than the commencement of construction activity on the Project Site, to the extent applicable, and continuing through the Completion Date, insurance coverage maintained with generally recognized, responsible insurance companies qualified to do business in the State in the minimum amount of 100% of the replacement value of the Project and Property, insuring the Project against loss or damage during construction, including by flood, on a replacement cost basis, containing loss deductible provisions not to exceed \$10,000, and which insurance coverage shall name the Investor as lender loss payee.

“*Required Business Interruption Insurance Coverage*” means at all times after the Completion Date, business interruption and rent loss insurance maintained with generally recognized, responsible insurance companies qualified to do business in the State in a commercially reasonable minimum amount, which insurance coverage shall name the Investor as lender loss payee.

“*Required Flood Insurance Coverage*” means, as applicable, (i) if the Property or any part of the Property is identified by the United States Secretary of Housing and Urban Development as being situated in an area now or subsequently designated as having special flood hazards (including, without limitation, those areas designated as Zone A or Zone V), flood insurance in an amount equal to the lesser of: (a) the minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement basis (or the unpaid balance of the Project Advances if replacement cost coverage is not available for the type of building insured); or (b) such lesser amount as may be required by the Investor, and containing a loss deductible with respect not in excess of \$10,000 per occurrence; (ii) if upon the Completion Date the Property or any part of the Property is located in a Special Flood Hazard Area as identified by the Federal Emergency Management Agency, flood insurance in an amount equal to the maximum required amount under the terms of coverage, to compensate for any damage or loss on a replacement basis,

and containing a loss deductible with respect not in excess of \$10,000 per occurrence and (iii) earthquake insurance in amounts and in form and substance satisfactory to the Investor in the event the Property is located in an area with a high degree of seismic activity, provided that the insurance pursuant to this section shall be on terms consistent with the Required Public Liability Insurance Coverage.

“Required Insurance Coverage” means, collectively, the Required Builder’s Risk Insurance Coverage, the Required Business Interruption Insurance Coverage, the Required Flood Insurance Coverage (if any), the Required Property Insurance Coverage and the Required Public Liability Insurance Coverage, each of which, in addition to the requirements described in their respective definitions, must (i) provide that the insurer shall give Investor at least thirty (30) days prior written notice of cancellation or termination, except ten (10) days for non-payment or premium, and (ii) name as an additional insured (mortgagee/loss payee) the Investor and its successors and other assigns as their interests may appear.

“Required Property Insurance Coverage” means at any time insurance coverage evidenced on Acord 27 and maintained with generally recognized, responsible insurance companies qualified to do business in the State in the amount of (i) the then full replacement value of the Project and Property, insuring the Project against loss or damage by fire, windstorm, tornado and hail and extended coverage risks on a comprehensive all risk/special form insurance policy and containing loss deductible provisions of not to exceed \$10,000, which insurance coverage shall name the Investor as loss payee/mortgagee.

“Required Public Liability Insurance Coverage” means at any time commercial general and excess/umbrella liability insurance coverage evidenced on Acord 25 and maintained with generally recognized, responsible insurance companies qualified to do business in the State with coverage limits in the maximum amount of \$2,000,000 per occurrence for death or bodily injury and property damage liability combined, with loss deductible provisions of not to exceed \$10,000, which insurance coverage shall name the Investor as additional insureds.

“Special Assessment Act” means, collectively, Ohio Revised Code Section 727.01 *et seq.*, Ohio Revised Code Section 1710.01 *et seq.*, Ohio Revised Code Section 323.01 *et seq.*, Ohio Revised Code Section 319.01 *et seq.*, Ohio Revised Code Section 5721.01 *et seq.*, and related laws.

“Special Assessments” means the special assessments levied pursuant to the Special Assessment Act by the City with respect to the Project, a schedule of which is attached to, and incorporated into, the Project Plan.

“State” means the State of Ohio.

“Supplemental Plan” means the City of Sandusky, Ohio Energy Special Improvement District Project Plan Supplement to Plan for 333 E. Washington St., Sandusky, Ohio Project.

“Transaction Documents” means this Agreement, the Special Assessment Agreement, the Petition or any other document executed in connection therewith or required thereby.

EXHIBIT B

REPAYMENT SCHEDULE

Period	Bill Date	Delinquent After Date	Days Elapsed	Payment	Interest	Principal	Principal Remaining	Total Payment Due
1	2/16/2024	2/16/2024		\$15,601.79		\$15,601.79	\$444,148.29	\$15,601.79
2	7/9/2024	7/9/2024	144	\$15,601.79	\$9,771.26	\$5,830.53	\$438,317.76	\$15,601.79
3	2/16/2025	2/16/2025	222	\$15,601.79	\$14,866.28	\$735.51	\$437,582.25	\$15,601.79
4	7/9/2025	7/9/2025	143	\$15,601.79	\$9,559.96	\$6,041.83	\$431,540.42	\$15,601.79
5	2/16/2026	2/16/2026	222	\$15,601.79	\$14,636.41	\$965.38	\$430,575.04	\$15,601.79
6	7/9/2026	7/9/2026	143	\$15,601.79	\$9,406.87	\$6,194.92	\$424,380.12	\$15,601.79
7	2/16/2027	2/16/2027	222	\$15,601.79	\$14,393.56	\$1,208.23	\$423,171.89	\$15,601.79
8	7/9/2027	7/9/2027	143	\$15,601.79	\$9,245.13	\$6,356.66	\$416,815.23	\$15,601.79
9	2/16/2028	2/16/2028	222	\$15,601.79	\$14,136.98	\$1,464.81	\$415,350.42	\$15,601.79
10	7/9/2028	7/9/2028	144	\$15,601.79	\$9,137.71	\$6,464.08	\$408,886.34	\$15,601.79
11	2/16/2029	2/16/2029	222	\$15,601.79	\$13,868.06	\$1,733.73	\$407,152.61	\$15,601.79
12	7/9/2029	7/9/2029	143	\$15,601.79	\$8,895.15	\$6,706.64	\$400,445.97	\$15,601.79
13	2/16/2030	2/16/2030	222	\$15,601.79	\$13,581.79	\$2,020.00	\$398,425.97	\$15,601.79
14	7/9/2030	7/9/2030	143	\$15,601.79	\$8,704.50	\$6,897.29	\$391,528.68	\$15,601.79
15	2/16/2031	2/16/2031	222	\$15,601.79	\$13,279.35	\$2,322.44	\$389,206.24	\$15,601.79
16	7/9/2031	7/9/2031	143	\$15,601.79	\$8,503.08	\$7,098.71	\$382,107.53	\$15,601.79
17	2/16/2032	2/16/2032	222	\$15,601.79	\$12,959.81	\$2,641.98	\$379,465.55	\$15,601.79
18	7/9/2032	7/9/2032	144	\$15,601.79	\$8,348.24	\$7,253.55	\$372,212.00	\$15,601.79
19	2/16/2033	2/16/2033	222	\$15,601.79	\$12,624.19	\$2,977.60	\$369,234.40	\$15,601.79
20	7/9/2033	7/9/2033	143	\$15,601.79	\$8,066.75	\$7,535.04	\$361,699.36	\$15,601.79
21	2/16/2034	2/16/2034	222	\$15,601.79	\$12,267.64	\$3,334.15	\$358,365.21	\$15,601.79
22	7/9/2034	7/9/2034	143	\$15,601.79	\$7,829.28	\$7,772.51	\$350,592.70	\$15,601.79
23	2/16/2035	2/16/2035	222	\$15,601.79	\$11,890.94	\$3,710.85	\$346,881.85	\$15,601.79
24	7/9/2035	7/9/2035	143	\$15,601.79	\$7,578.40	\$8,023.39	\$338,858.46	\$15,601.79
25	2/16/2036	2/16/2036	222	\$15,601.79	\$11,492.95	\$4,108.84	\$334,749.62	\$15,601.79
26	7/9/2036	7/9/2036	144	\$15,601.79	\$7,364.49	\$8,237.30	\$326,512.32	\$15,601.79
27	2/16/2037	2/16/2037	222	\$15,601.79	\$11,074.21	\$4,527.58	\$321,984.74	\$15,601.79
28	7/9/2037	7/9/2037	143	\$15,601.79	\$7,034.47	\$8,567.32	\$313,417.42	\$15,601.79
29	2/16/2038	2/16/2038	222	\$15,601.79	\$10,630.07	\$4,971.72	\$308,445.70	\$15,601.79
30	7/9/2038	7/9/2038	143	\$15,601.79	\$6,738.68	\$8,863.11	\$299,582.59	\$15,601.79
31	2/16/2039	2/16/2039	222	\$15,601.79	\$10,160.84	\$5,440.95	\$294,141.64	\$15,601.79
32	7/9/2039	7/9/2039	143	\$15,601.79	\$6,426.18	\$9,175.61	\$284,966.03	\$15,601.79
33	2/16/2040	2/16/2040	222	\$15,601.79	\$9,665.10	\$5,936.69	\$279,029.34	\$15,601.79
34	7/9/2040	7/9/2040	144	\$15,601.79	\$6,138.65	\$9,463.14	\$269,566.20	\$15,601.79
35	2/16/2041	2/16/2041	222	\$15,601.79	\$9,142.79	\$6,459.00	\$263,107.20	\$15,601.79
36	7/9/2041	7/9/2041	143	\$15,601.79	\$5,748.16	\$9,853.63	\$253,253.57	\$15,601.79
37	2/16/2042	2/16/2042	222	\$15,601.79	\$8,589.52	\$7,012.27	\$246,241.30	\$15,601.79
38	7/9/2042	7/9/2042	143	\$15,601.79	\$5,379.69	\$10,222.10	\$236,019.20	\$15,601.79
39	2/16/2043	2/16/2043	222	\$15,601.79	\$8,004.98	\$7,596.81	\$228,422.39	\$15,601.79
40	7/9/2043	7/9/2043	143	\$15,601.79	\$4,990.39	\$10,611.40	\$217,810.99	\$15,601.79
41	2/16/2044	2/16/2044	222	\$15,601.79	\$7,387.42	\$8,214.37	\$209,596.62	\$15,601.79
42	7/9/2044	7/9/2044	144	\$15,601.79	\$4,611.13	\$10,990.66	\$198,605.96	\$15,601.79
43	2/16/2045	2/16/2045	222	\$15,601.79	\$6,736.05	\$8,865.74	\$189,740.22	\$15,601.79
44	7/9/2045	7/9/2045	143	\$15,601.79	\$4,145.30	\$11,456.49	\$178,283.73	\$15,601.79
45	2/16/2046	2/16/2046	222	\$15,601.79	\$6,046.79	\$9,555.00	\$168,728.73	\$15,601.79
46	7/9/2046	7/9/2046	143	\$15,601.79	\$3,686.25	\$11,915.54	\$156,813.19	\$15,601.79
47	2/16/2047	2/16/2047	222	\$15,601.79	\$5,318.58	\$10,283.21	\$146,529.98	\$15,601.79
48	7/9/2047	7/9/2047	143	\$15,601.79	\$3,201.27	\$12,400.52	\$134,129.46	\$15,601.79
49	2/16/2048	2/16/2048	222	\$15,601.79	\$4,549.22	\$11,052.57	\$123,076.89	\$15,601.79
50	7/9/2048	7/9/2048	144	\$15,601.79	\$2,707.69	\$12,894.10	\$110,182.79	\$15,601.79
51	2/16/2049	2/16/2049	222	\$15,601.79	\$3,737.03	\$11,864.76	\$98,318.03	\$15,601.79
52	7/9/2049	7/9/2049	143	\$15,601.79	\$2,147.98	\$13,453.81	\$84,864.22	\$15,601.79
53	2/16/2050	2/16/2050	222	\$15,601.79	\$2,878.31	\$12,723.48	\$72,140.74	\$15,601.79
54	7/9/2050	7/9/2050	143	\$15,601.79	\$1,576.07	\$14,025.72	\$58,115.02	\$15,601.79
55	2/16/2051	2/16/2051	222	\$15,601.79	\$1,971.07	\$13,630.72	\$44,484.30	\$15,601.79
56	7/9/2051	7/9/2051	143	\$15,601.79	\$971.86	\$14,629.93	\$29,854.37	\$15,601.79
57	2/16/2052	2/16/2052	222	\$15,601.79	\$1,012.56	\$14,589.23	\$15,265.14	\$15,601.79
58	7/9/2052	7/9/2052	144	\$15,600.97	\$335.83	\$15,265.14		\$15,600.97

EXHIBIT C

DISBURSEMENT REQUEST FORM

[See Attached]

OWNER'S CERTIFICATE AND REQUEST FOR DISBURSEMENT

Date: _____

Re: Energy Project Cooperative Agreement dated as of [____], 2022

Project: 333 E. Washington St., Sandusky, Ohio Project

This Owner's Certificate and Request for Disbursement is submitted by the Owner to Greenworks Lending LLC (together with any successors or permitted assigns, "Lender") in connection with the Project Advance made pursuant to the Energy Project Cooperative Agreement between the Lender and the Owner, dated as of [____], 2022 (the "Financing Agreement"). Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in the Financing Agreement. The Owner hereby requests Lender to make a principal disbursement from the amount of the Project Advance in the Project Account (a "Disbursement") in the amount of \$_____ which is to be funded as follows:

_____ Issue a check to the Owner for reimbursement of proper costs

_____ Issue a check to the Contractor at:

Full Legal Name: _____

Address: _____

_____ Wire Transfer to the Owner or Contractor (circle one) at:

ABA

Bank Name

Bank Address

Account Name

Account Number

Reference:

To induce the Lender to make the requested Disbursement, the Owner hereby certifies, warrants and represents to the Lender that:

1. The proceeds of this Disbursement will be used for the purposes detailed in Schedule 1 attached hereto, which shall have attached to it (A) copies of invoices and other evidence of the items to be paid or reimbursed and (B) if required by Lender, certifications from the Architect in form satisfactory to Lender in its sole discretion.
2. The improvements will be completed as specified in the Financing Agreement. All proceeds of all prior Disbursements have been expended solely for the purposes for which they were requisitioned, and no proceeds of the current or any prior Disbursement have been or will be returned to the Owner as a rebate, refund or otherwise.
3. The Owner has paid all obligations incurred in connection with all work and materials supplied for the Project through the date of the last requisition.
4. The Owner has not authorized, nor does the Owner contemplate, any change-orders or other modifications to any contracts entered into in connection with the Project's development costs that have not been authorized in writing by the Lender.
5. The cost to complete the Project (including financing and other soft costs) after disbursement of the requested funds is reasonably projected to be \$_____ ("Completion Amount"). \$_____ is the outstanding undisbursed portion of the Project Advance ("Disbursements Remaining"), after this payment. If

the Completion Amount exceeds the Disbursements Remaining, the Owner certifies that it has a sufficient amount of funds to complete the Project from sources other than the Project Advance.

6. If the Project is complete, the completion date of the Project was _____. If the Project is not yet completed, the projected completion date remains _____, as described in the Financing Agreement. Each condition precedent to the making of this Disbursement under the Financing Agreement has been satisfied.
7. The Owner has no knowledge or notice of any mechanics' notices of intention, contracts, stop work notices, liens or claims for liens having been filed or threatened to be filed against the Project. The Owner has furnished to the Lender partial waivers and releases of liens (for labor, services or materials which have been performed and paid for or such lien waiver will be subject to payment) from the Contractor and all other contractors, subcontractors and suppliers performing labor, services or materials in connection with the Project, substantially in the form attached hereto as Schedule 2.
8. All required licenses, approvals and permits covering or required for the development of the Project have been issued and are in force, and there are no actions pending or threatened to revoke, rescind, alter or declare invalid any such licenses, approvals or permits or any laws, ordinances, regulations, permits, variances, certificates or agreements for or relating to the Project.
9. No event of default under the terms of the Financing Agreement has occurred.
10. The Owner is not a party to any lawsuit and the Owner has no knowledge of any actions, suits or proceedings pending or threatened, against or affecting Owner which could materially adversely affect the Owner, any of its properties, its financial condition or which will hinder, delay, prevent or interfere with the construction of the Project.
11. There have been no material adverse changes in the financial condition of the Owner since the date of the Financing Agreement that have not been previously disclosed in writing to Lender.
12. A builder's risk (or hazard) insurance policy issued by _____ Policy Number _____ and complying with the terms of the Financing Agreement is presently in effect.

Owner:

NAME ONE, YELLOWSTONE LLC

By: _____

Name:

Title:

SCHEDULE 1 TO DISBURSEMENT REQUEST FORM

PURPOSE OF DISBURSEMENT

Equipment/Service	Amount	Description
1.		If for equipment*, circle one: (Installed/Stored/Contractor Custody) Additional Information: _____ _____
2.		If for equipment*, circle one: (Installed/Stored/Contractor Custody) Additional Information: _____ _____
3.		If for equipment*, circle one: (Installed/Stored/Contractor Custody) Additional Information: _____ _____
Total Amount:	\$ _____	_____

Have any sub-contractors been involved in the equipment/service work described above? (Y/N)

If yes please list and provide a lien waiver for that sub-contractor. _____

*For any equipment expenses answer the following question(s) by circling the appropriate answer in the 'Description' column:

Is the equipment installed on the Property? (Y/N)

If No, is the equipment stored on the Property or in a bonded warehouse? (Y/N)

If No, is the equipment in the custody of the Contractor? (Y/N)

When is the equipment expected to be delivered and/or installed on the Property?

SCHEDULE 2 TO DISBURSEMENT REQUEST FORM

FORM OF PARTIAL LIEN WAIVER AND RELEASE

Contractor: _____ (the "Contractor")

Property Address: _____ (the "Property")

1. Contractor is the contractor pursuant to an agreement dated _____ (the "Contract") entered into by and between Contractor and _____ (the "Owner") in connection with the renovation or retrofit of the Property to reduce energy consumption or to install renewable energy systems at the Property (the "Project").
2. This Partial Lien Waiver and Release is delivered in consideration of a progress payment of _____ ("Payment") under the Contract for labor performed and/or materials supplied by the Contractor through _____, (the "Waiver Date").
3. The Contractor and the individual signing on behalf of the Contractor warrant and represent that: (i) all taxes applicable to the materials furnished and the work performed under the Contract have been fully paid and (ii) all laborers, mechanics, subcontractors of any tier, materialmen and suppliers for all work done and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Contract and for any other indebtedness connected therewith have been paid in full to the date hereof. The undersigned acknowledges and agrees that Greenworks Lending LLC (the "Investor"), the Owner, lessees, lessors, mortgage holders, lenders, and any other persons or entities claiming an interest in connection with the Project or the Property, and any person or entity associated with the foregoing, may rely on the statements, agreements, and representations made by the undersigned herein.
4. The Contractor, for itself, its successors, and on behalf of all persons able to claim through or under the Contractor hereby:
 - (a) _____ waives, relinquishes and releases Owner, its sureties, if any, and the Property from all mechanic's liens, claims of mechanic's lien, and claims against labor and material payment bonds that Contractor has for the labor and materials furnished to the Project or Property through the Waiver Date;
 - (b) _____ releases Owner, and the Property of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in laws, in admiralty, or in equity from the beginning of the world to the Waiver Date; and
 - (c) _____ agrees to save harmless Investor and Owner from all liability, costs and expenses, including reasonable attorney's fees to discharge (by bond or otherwise) any such mechanic's lien or claim of mechanic's lien, to defend suit to enforce or foreclose upon any such mechanic's lien, claim of mechanic's lien, or bond substituted for such mechanic's lien, and to defend suit to enforce any such labor and material payment bond.
5. This Partial Release and Lien Waiver is intended to be enforceable to the fullest extent permitted by law and shall be governed under the laws of the State of Ohio. Should any term or provision herein be determined to be unenforceable or otherwise rendered null or void as a matter of law, the terms and provisions hereof shall be deemed modified only to the most limited extent necessary to render this Partial Release and Lien Waiver enforceable to the fullest extent permitted by law.

Dated:

Contractor:

By: _____
Name:
Title:

EXHIBIT D

COMPLETION CERTIFICATE

NAME ONE, YELLOWSTONE LLC (the "Owner") hereby certifies that the Project, as such term is defined in the Energy Project Cooperative Agreement entered into by and between the Owner, the City of Sandusky, Ohio Energy Special Improvement District, Inc., and Greenworks Lending LLC (together with any successors or permitted assigns, "Lender") dated [____], 2022 (the "Financing Agreement") has been completed at 333 E. Washington St., Sandusky, Ohio (the "Property") in strict compliance with the requirements of the Financing Agreement and the Construction Contract entered into by and between the Owner and _____ (the "Contractor") dated _____ (the "Construction Contract").

Note: Capitalized terms used but not defined in this Completion Certificate have the meaning assigned to them in the Financing Agreement to which this Completion Certificate is attached and of which it forms a part.

THE OWNER HEREBY CERTIFIES:

1. As of _____, the Contractor has completed the work in accordance with the terms of the Construction Contract that the Owner has entered into and executed. The Owner has no service requests and no unresolved complaints regarding the work performed.
2. The Project has been completed in all material respects in accordance with the plans and specifications, permits, and budget approved by Lender.
3. The Owner has complied, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Project.
4. The Owner holds fee ownership in the Property on which the Project was completed.
5. The Contractor has not offered the Owner any payment, refund, or any commission in return for completing the Project.
6. All funds provided to the Owner by the Lender for this Project have been used in accordance with the Financing Agreement are correct.

[Balance of Page Intentionally Left Blank]

NOTICE: DO NOT SIGN THIS COMPLETION CERTIFICATE UNLESS YOU AGREE TO EACH OF THE ABOVE STATEMENTS.

NAME ONE, YELLOWSTONE LLC

By: _____

Name: _____

Title: _____

EXHIBIT E

FORM OF FINAL LIEN WAIVER AND RELEASE

Contractor: _____ (the "Contractor")

Property Address: _____ (the "Property")

1. Contractor is the contractor pursuant to an agreement dated _____, (the "Contract") entered into by and between Contractor and _____ (the "Owner") in connection with the renovation or retrofit of the Property to reduce energy consumption or to install renewable energy systems at the Property (the "Project").
2. This Final Lien Waiver and Release is delivered in consideration of a final payment of \$_____ ("Payment") under the Contract for labor performed and/or materials supplied by the Contractor in connection with the Project.
3. The Contractor and the individual signing on behalf of the Contractor warrant and represent that: (i) all taxes applicable to the materials furnished and the work performed under the Contract have been fully paid and (ii) all laborers, mechanics, subcontractors of any tier, materialmen and suppliers for all work done and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Contract and for any other indebtedness connected therewith have been paid in full to the date hereof. The undersigned acknowledges and agrees that Greenworks Lending LLC ("Lender"), the Owner, lessees, lessors, mortgage holders, lenders, and any other persons or entities claiming an interest in connection with the Project or the Property, and any person or entity associated with the foregoing, may rely on the statements, agreements, and representations made by the undersigned herein.
4. The Contractor, for itself, its successors, and on behalf of all persons able to claim through or under the Contractor hereby:
 - (a) Waives, relinquishes and releases Owner, its sureties, if any, and the Property from all mechanic's liens, claims of mechanic's lien, and claims against labor and material payment bonds that Contractor has for the labor and materials furnished to the Project or Property;
 - (b) Releases Owner, and the Property of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, in admiralty, or in equity from the beginning of the world to the date hereof; and

(c) Agrees to save harmless Lender and Owner from all liability, costs and expenses, including reasonable attorney's fees to discharge (by bond or otherwise) any such mechanic's lien or claim of mechanic's lien, to defend suit to enforce or foreclose upon any such mechanic's lien, claim of mechanic's lien, or bond substituted for such mechanic's lien, and to defend suit to enforce any such labor and material payment bond.

5. This Final Release and Lien Waiver is intended to be enforceable to the fullest extent permitted by law and shall be governed under the laws of the State of Ohio. Should any term or provision herein be determined to be unenforceable or otherwise rendered null or void as a matter of law, the terms and provisions hereof shall be deemed modified only to the most limited extent necessary to render this Final Release and Lien Waiver enforceable to the fullest extent permitted by law.

Dated: _____

Contractor: _____

By: _____

Name: _____

Title: _____

EXHIBIT F

CLOSING COSTS DETAIL

Pursuant to Section 4.2 of the foregoing Energy Project Cooperative Agreement, the Investor, on the date on which the Energy Project Cooperative Agreement becomes effective, shall disburse to the ESID or to the respective payee set forth below, the following closing costs:

Expenses and Fees	Amount
Investor Legal Fee	\$11,560.35
ESID Closing Fee	\$0.00
ESID Legal Fee	\$10,000.00
Miscellaneous Pass-Through Costs	\$8,026.29
Subtotal	\$29,586.64
Capitalized Interest	\$44,818.39
Total	\$74,405.03

EXHIBIT G

CONSENT OF MORTGAGEE

[See Attached]

EXHIBIT H
FORM OF ASSIGNMENT AND ASSUMPTION OF ENERGY PROJECT
COOPERATIVE AGREEMENT

ASSIGNMENT AND ASSUMPTION
OF
ENERGY PROJECT COOPERATIVE AGREEMENT

_____ (“Assignor”), in consideration of the sum of \$_____ in hand paid and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignor’s execution of this Assignment and Assumption of Energy Project Cooperative Agreement (“Assignment”), assigns, transfers, sets over, and conveys to _____ (“Assignee”) all of Assignor’s right, title, and interest in and to that certain Energy Project Cooperative Agreement dated as of [_____], 2022 between the City of Sandusky, Ohio Energy Special Improvement District, Inc. (the “ESID”), Assignor, and Greenworks Lending LLC (the “Energy Project Cooperative Agreement”).

By executing this Assignment, Assignee accepts the assignment of, and assumes all of Assignor’s duties and obligations under, the Energy Project Cooperative Agreement. Assignee further represents and warrants that it has taken title to the “Property,” as that term is defined in the Energy Project Cooperative Agreement, subject to the Special Assessment Agreement dated as of even date with the Energy Project Cooperative Agreement between the Erie County Treasurer, the ESID, Name One, Yellowstone LLC, and Greenworks Lending LLC (the “Special Assessment Agreement”) and to the “Owner Consent” dated as of [_____], 2022 by Name One, Yellowstone LLC and recorded in the records of the Erie County Recorder with respect to the Property. By executing this Assignment, Assignee accepts the assignment of, and assumes all of Assignor’s duties and obligations under, the Special Assessment Agreement and the Owner Consent.

Assignor and Assignee acknowledge and agree that executed copies of this Assignment shall be delivered to the City, the Investor, and the ESID, as each of those terms are defined in the Energy Project Cooperative Agreement, all in accordance with Sections 3.4(a) and 6.7 of the Energy Project Cooperative Agreement

In witness of their intent to be bound by this Assignment, each of Assignor and Assignee have executed this Assignment this _____ day of _____, _____, which Assignment is effective this date. This Assignment may be executed in any number of counterparts, which when taken together shall be deemed one agreement.

[Signature Pages Follow]

ASSIGNOR:

[_____]

By: _____

Name: _____

Title: _____

ASSIGNEE:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT I

PAYMENT INSTRUCTIONS



**Greenworks Lending LLC
Payment Instructions**

Bank Name: [BANK NAME]
[BANK ADDRESS]

ABA: [NUMBER]
Beneficiary Name: Greenworks Lending LLC
28 Thorndal Circle, Third Floor
Darien, Connecticut 06820
Beneficiary Account: [NUMBER]

Reference: [NUMBER]

Contact: [Information]

If sending by check, please make checks payable to: [NAME/REFERENCE] and mail to:

[Nuveen, LLC]
28 Thorndal Circle, Third Floor
Darien, Connecticut 06820
Attention: [NAME]

EXHIBIT J

DRAW SCHEDULE

[TO BE INSERTED]

EXHIBIT K

OWNER AUTHORIZED REPRESENTATIVES

Authorized Person for Borrower	Title/Position/Status	Email Address	Phone Number
[_____]	[_____]	[_____]	[_____]

EXHIBIT L
PERMITTED ENCUMBRANCES

EXHIBIT "C"

SPECIAL ASSESSMENT AGREEMENT
(ORC Sections 5721.33 and 9.482)

by and among

COUNTY TREASURER OF ERIE COUNTY, OHIO
("Treasurer"),

And

CITY OF SANDUSKY, OHIO
("City"),

And

CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., D/B/A:
CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.
("District"),

And

NAME ONE, YELLOWSTONE LLC,
("Owner")

And

GREENWORKS LENDING LLC
("Investor")

Dated as of [], 2022

SPECIAL ASSESSMENT AGREEMENT

THIS SPECIAL ASSESSMENT AGREEMENT (this “Agreement”) is made effective as of [], 2022, by and among the County Treasurer of Erie County, Ohio (the “Treasurer”), the City of Sandusky, Ohio (the “City”), the City of Sandusky, Ohio Energy Special Improvement District, Inc., [doing business under the registered trade name City of Sandusky, Ohio Energy Special Improvement District, Inc.] (“District”), Name One, Yellowstone LLC (the “Owner), and Greenworks Lending LLC (together with its successors and assigns, the “Investor”) (the Treasurer, the District, the Owner, and the Investor are collectively referred to herein as the “Parties”).

BACKGROUND:

WHEREAS, the District was created under Ohio Revised Code Chapters 1702 and 1710 and established pursuant to Resolution No. 018-16R of the City Commission of the City of Sandusky, Ohio (the “Commission”) approved on March 14, 2016; and

WHEREAS, the Owner has determined that it is in its best interests to cause the acquisition, construction, installation, equipping, and improvement of special energy improvement projects consisting of efficiency improvements, including, without limitation, windows, exterior walls and roof insulation, high efficiency VRF HVAC system, LED lighting, appliances, plumbing fixtures, and related improvements (collectively, the “Project”) on the real property located within Erie County, Ohio (the “County”) and the City, and as more fully described in **Exhibit A** to this Agreement (the “Assessed Lands”); and

WHEREAS, the costs of the Project are being funded in part through an advance in the amount of \$460,637.57 (the “Project Advance”) to the Owner pursuant to an Energy Project Cooperative Agreement dated as of [], 2022 (the “Energy Project Cooperative Agreement”) between the District, the Investor, and the Owner; and

WHEREAS, to secure the repayment of the principal of, and the payment of any premium, fees, and unpaid interest on, the Project Advance used to finance the Project (the “Project Costs”), (i) the Owner signed and delivered to the Clerk of the Commission a Petition for Special Assessments for Special Energy Improvement Projects and Affidavit (the “Petition”) for the acquisition, construction, installation, equipping, and improvement of the Project and evidencing the Owner’s agreement to the levy and collection of special assessments by the City (the “Special Assessments”) on the Assessed Lands, which are located within the District, in amounts sufficient to pay the Project Costs, and (ii) the Parties acknowledge that the City (a) has taken all the necessary actions required by Ohio Revised Code Chapter 727, including, without limitation, the passage of the assessing resolution or ordinance pursuant to the requirements of Ohio Revised Code Section 727.25, for the levying of the Special Assessments and has caused or will cause the Special Assessments to be certified to the County Auditor of Erie County, Ohio (the “County Auditor”) for collection by the Treasurer in semi-annual installments, and (b) hereby has agreed to transfer to the Investor the payments of Special Assessments received to pay the Project Costs.

WHEREAS, the Owner acknowledges and agrees that its signature and delivery of the Petition and the requests and agreements made in the Petition are irrevocable and that the Parties have acted and will act in reliance on the agreements contained in the Petition; and

WHEREAS, pursuant to the Petition, the Special Assessments have been or will be levied against the Assessed Lands as described in the Petition and pursuant to this Agreement the Owner has agreed to make Special Assessment payments in accordance with the Petition; and

WHEREAS, Ohio Revised Code Chapters 323 and 5721 set forth certain parameters and timing requirements for the foreclosure of property on which taxes and assessments, including the Special Assessments, are due and owing and remain unpaid; and

WHEREAS, upon the occurrence of an Event of Default pursuant to the Energy Project Cooperative Agreement, it may be necessary for the District to foreclose on the lien of the Special Assessments with respect to the Assessed Lands as set forth in Section 2 of this Agreement; and

WHEREAS, in consideration of the Project Advance, the Owner is willing to consent to an expedited foreclosure process with respect to the lien of the Special Assessments, the form of the consent being attached hereto as **Exhibit B** (the “Owner Consent”) and the Owner Consent with respect to the foreclosure of the Special Assessments as soon as possible (as referenced in Section 2 hereof) shall be a covenant running with Assessed Lands and binding upon the Owner and upon future owners of the Assessed Lands until the Project Costs are paid in full; and

WHEREAS, based on the Owner Consent and other considerations, at the request of the District, upon the occurrence of an Event of Default under the Energy Project Cooperative Agreement, the Treasurer has agreed to foreclose the lien of the Special Assessments as soon as possible as described herein; and

WHEREAS, if any assessments, including, without limitation, the Special Assessments, payments in lieu of taxes, real property taxes, or other governmental charges levied on the Assessed Lands are not paid when due and thereafter remain delinquent, the Treasurer, pursuant to Ohio Revised Code Sections 5721.30 through 5721.41 (the “Delinquent Tax Lien Sale Act”), specifically Ohio Revised Code Section 5721.33, may, in his discretion, but is not required to, negotiate with one or more persons the sale of any number of tax certificates (“Tax Certificates”) which evidence the liens (the “Tax Liens”) of the State of Ohio (the “State”) and its applicable taxing districts for such delinquent assessments, including Special Assessments, real property taxes, payments in lieu of taxes, governmental charges, or penalties and interest on such Assessed Lands; and

WHEREAS, pursuant to the Delinquent Tax Lien Sale Act, the Treasurer, in his or her discretion, may sell such Tax Certificates at a discount from the full amount of the general real estate taxes, assessments, including the Special Assessments, penalties, and interest that have become delinquent; and

WHEREAS, if the Treasurer were to sell such Tax Certificates at a discount (other than in accordance with the provisions of this Agreement), the proceeds of such sale representing the delinquent Special Assessments might be insufficient to pay the Project Costs; and

WHEREAS, the Treasurer does not desire to take any action with respect to the collection of the Special Assessments that might adversely affect the repayment of the Project Advance without the consent of the District or adversely affect the payment of the Project Costs without the consent of the District; and

WHEREAS, the Treasurer has agreed to remit to the District, in the event of a default under the Energy Project Cooperative Agreement, as set forth in this Agreement, amounts collected by the Treasurer and relating to the Special Assessments, including without limitation amounts collected by the Treasurer as a result of foreclosure of the lien of the Special Assessments on the Assessed Lands and including amounts received from a sale of Tax Certificates pursuant to the Delinquent Tax Lien Sale Act;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and desiring to be legally bound hereunder, the Parties hereto covenant and agree as follows:

Section 1. Special Assessments.

1.1 The Prior Owner and the Owner, prior to the execution and delivery of this Agreement, signed and delivered to the Clerk of the Commission the Petition for the acquisition, installation, equipping, and improvement of the Project and evidencing the agreement of the Owner to the levy of the Special Assessments as security for the Project Advance. The Owner acknowledges and agrees that the Prior Owner's signature and delivery of, and the Owner's consent to and delivery of, the Petition and the requests and agreements made therein are irrevocable and that the Parties hereto have acted and will act in reliance on the agreements contained in that Petition.

1.2 The City shall cause the Special Assessments, as set forth in the Assessment Schedule attached to the Petition, to be certified to the County Auditor pursuant to the requirements of Section 727.33 of the Ohio Revised Code.

1.3 In the event the Project Advance is prepaid or redeemed in accordance with the Energy Project Cooperative Agreement, in whole or in part, the Parties shall, in cooperation with the Owner, and to the extent permitted by law, cause the aggregate lien of the Special Assessments to be no greater than the remaining principal of and interest and premium, if any, on the Project Advance through maturity.

1.4 To the extent that the Owner prepays any of the required payments to the Investor pursuant to the Energy Project Cooperative Agreement, then the amounts of the Special

Assessments shall be reduced in accordance with the appropriate Assessment Schedule attached to the Petition.

1.5 To facilitate the repayment of the Project Advance, the City, pursuant to Section 2.4 of the Energy Project Cooperative Agreement, assigned to the Investor all of its right, title, and interest in and to the Special Assessments, the funds of the City established to collect and hold the Special Assessment, and any other property received or to be received from the City under the Energy Project Cooperative Agreement. The Treasurer, the City, the District, the Owner, and the Investor each hereby acknowledges, agrees with, and consents to those assignments.

1.6 Pursuant to Section 2.5 of the Energy Project Cooperative Agreement, the District assigned to the Investor any and all of its right, title, and interest it may have in and to the Special Assessments related to the District actually received by or on behalf of the City under the Energy Project Cooperative Agreement. The Treasurer, the City, the District, the Owner, and the Investor each hereby acknowledges, agrees with, and consents to those assignments.

1.7 Notwithstanding anything in this Agreement to the contrary, the Treasurer's obligations under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The Treasurer's obligations shall be limited to the moneys levied, collected, and received in respect of the Special Assessments and any County-imposed collection fees, charges, or penalties. The Treasurer's obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the County.

1.8 Notwithstanding anything in this Agreement to the contrary, the District's obligations under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The District's obligation under this Agreement shall be limited to any moneys received from the County in respect of the Special Assessments and any County-imposed collection fees, charges, or penalties. The District's obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the District.

Section 2. Foreclosure Process.

2.1 The Treasurer, the City, the District, the Investor, and the Owner each acknowledge that the Special Assessments are to secure payments relating to the Project Advance, including the Project Costs and other amounts as provided under the Energy Project Cooperative Agreement. The Treasurer agrees that so long as the Project Advance is outstanding and the Project Costs and other amounts under the Energy Project Cooperative Agreement are secured, at least in part, by the revenues derived from the Special Assessments, upon the Treasurer's receipt of written notice from the Investor or the District, with a copy to the other of the Investor or the District, and to the Owner and the City, that an Event of Default (as defined under the Energy Project Cooperative Agreement, as applicable) has occurred and is continuing and which notice directs Treasurer to foreclose on the lien of the Special Assessments, the Treasurer will, not later than thirty (30) days from the date of the receipt of such notice, file and diligently prosecute a foreclosure action against the Assessed Lands, following the procedures for lien foreclosures

established in Ohio Revised Code Section 323.25 and related sections. The foreclosure action shall be to collect all Special Assessments then due and owing on the Assessed Lands in accordance with the Petition. Without the prior written consent of the District and the Investor, the Treasurer will not confirm the sale of the Assessed Lands for an amount less than 100% of the amount of the Special Assessments and other general real estate taxes, payments in lieu of taxes, and assessments then due and owing with respect to the Assessed Lands, as shall be certified by the District to the Treasurer pursuant to the records of the Treasurer. All fees and expenses of the Treasurer in collecting the Special Assessments are to be included and paid for by the Owner.

2.2 The Treasurer hereby acknowledges that the City has assigned all of its right, title, and interest in and to the Special Assessments to the Investor, and that the District has assigned all of its right, title, and interest it may have in and to the Special Assessments to the Investor, and the Treasurer hereby agrees that so long as the Project Advance is outstanding and the Project Costs and other amounts under the Energy Project Cooperative Agreement are secured, at least in part, by the revenues derived from the Special Assessments, the Treasurer will not sell or negotiate the sale of one or more Tax Certificates related to the Assessed Lands for an amount less than 100% of the amount levied and certified for collection without the prior written consent of the District and the Investor.

2.3 The Treasurer hereby covenants and agrees that if any of the general real estate taxes, payments in lieu of taxes, assessments, including the Special Assessments, governmental charges, or penalties and interest on the Assessed Lands are delinquent and the Delinquent Tax Lien Sale Act would permit the Treasurer to negotiate the sale of Tax Certificates with respect thereto, the Treasurer will, prior to giving any notice under the Delinquent Tax Lien Sale Act of a sale of Tax Certificates with respect to the Assessed Lands, give written notice to the District and the Investor regarding the same and state therein whether the Treasurer reasonably anticipates receiving no less than 100% of the general real estate taxes, payments in lieu of taxes, and assessments, including the Special Assessments, penalties and interest, originally levied and certified for collection plus other charges, including attorney's fees, or whether the Treasurer reasonably expects to receive less than 100% of the general real estate taxes, payments in lieu of taxes, and assessments, including the Special Assessments, penalties and interest, levied and certified for collection plus other charges, including attorney's fees, and in accordance with this Agreement is requesting the consent of the District and the Investor for such a sale.

2.4 The Treasurer agrees, on behalf of the County, not to utilize the authority contained in Ohio Revised Code Chapter 5722 to transfer any of the Assessed Lands to the county land reutilization corporation, to sell or convey any of the Assessed Lands to any political subdivision under the authority contained in Ohio Revised Code Chapter 5722, or to clear the liens and encumbrances applicable to the Assessed Lands under the authority contained in Ohio Revised Code Chapter 5722 without the express written consent of the District and the Investor.

2.5 Nothing in this Agreement shall, or shall be construed to, prevent the Treasurer from selling one or more Tax Certificates with respect to the Assessed Lands to a third party without the consent of the District and the Investor if the price received for the Tax Certificate

or Tax Certificates equals or exceeds 100% of the delinquent general real estate taxes, assessments, including the Special Assessments, penalties and interest on the Assessed Lands outstanding against the Assessed Lands at the time of such sale.

2.6 The District and the Investor each hereby agrees that upon written notice from the Treasurer pursuant to Section 2.1 of this Agreement, it, within thirty (30) days of receipt of the Treasurer's notice, shall give a written response to the Treasurer indicating therein whether it consents to the request for sale of a Tax Certificate or Tax Certificates.

2.7 No delay or failure of the District or the Investor to give a written response shall be construed to be a consent to such request or to be a waiver of the right to give such consent. No consent or refusal thereof by the District or the Investor in response to a request by the Treasurer shall extend to or affect any subsequent request of the Treasurer or shall impair the rights of the District or the Investor with respect any such subsequent request.

2.8 So long as the Project Costs are outstanding, the Treasurer hereby covenants and agrees (a) to remit to the Investor, as appropriate and provided for herein, not more than thirty (30) days from the date of collection by the Treasurer, any amounts collected with respect to the Assessed Lands as payment for delinquent Special Assessments, including any amounts collected from Tax Certificates; and (b) to the extent the Treasurer seeks and is appointed as receiver for the Property, as provided for in Chapter 323 of the Revised Code, after payment of reasonable fees and expenses of the Treasurer, all amounts collected by the Treasurer, as receiver for the Assessed Lands and collected as a result of any delinquent Special Assessments, shall be remitted to the Investor.

Section 3. Indemnification by Owner

3.1 The Owner hereby releases the District, the City, the Treasurer, the Investor, and their respective officers, directors, Commission Members, officials, and employees (the "Indemnified Parties"), from, agrees that the Indemnified Parties shall not be liable for, and indemnifies the Indemnified Parties against, all liabilities, claims, costs, and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred, or asserted against Indemnified Parties, on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, installation, equipping, improvement, maintenance, operation, and use of the Project; (ii) any breach or default on the part of the Owner in the performance of any covenant, obligation, or agreement of the Owner under the Energy Project Cooperative Agreement, or arising from any act or failure to act by the Owner, or any of the Owner's agents, contractors, servants, employees, or licensees; (iii) the Owner's failure to comply with any requirement of this Agreement; (iv) the efforts of the City and the Treasurer to collect Special Assessments; (v) any reasonable legal costs or out-of-pocket costs incurred by the District or the City specifically related to additional approvals or actions that may be required by the District or the City arising after the date of the Energy Project Cooperative Agreement (and in the case of such legal costs or out-of-pocket costs, agrees to pay such costs directly to the District and to the City, as the case may be); and (vi) any claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv),

or (v) above, provided, however that the Owner shall not indemnify the Indemnified Parties as provided above to the extent that any liability, claim, cost, or expenses arises out of or results from the gross negligence, willful misconduct, or breach of this Agreement or the Energy Project Cooperative Agreement of the Indemnified Parties.

3.2 The Owner agrees to indemnify, to pay, and to hold each of the Indemnified Parties harmless from and against all liabilities, and all reasonable costs and expenses, including out-of-pocket expenses and attorneys' fees, arising out of any federal, state, or local environmental laws, regulations, resolutions or ordinances, incurred by any of the Indemnified Parties as a result of the existence on or release from the Assessed Lands of Hazardous Materials, which in any way result from any act of omission or commission of the Owner or any of its agents, employees, independent contractors, invitees, licensees, successors, assignees, or tenants. To the extent that this Agreement confers upon or gives or grants to the City any rights, remedies, or claims by reason of this Agreement, the City is recognized as being a third party beneficiary hereunder and may enforce any such right, remedy, or claim conferred, given, or granted hereunder.

Section 4. Additional Agreements and Covenants.

4.1 The agreements of the Parties hereafter with respect to the foreclosure process shall be a covenant running with the Assessed Lands and, so long as Project Costs are payable from or secured, at least in part, by the revenues derived from the Special Assessments, such covenant shall be binding upon the Assessed Lands (except as released as provided in the Owner Consent), the Owner and any future owner of all or any portion of the Assessed Lands. The Owner Consent and all other required documents and agreements shall be recorded with the Erie County, Ohio Recorder's Office, so that the agreements of the Parties hereafter with respect to the foreclosure process established pursuant to this Agreement constitutes a covenant running with and is enforceable against the Assessed Lands.

4.2 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4.3 This Agreement shall inure to the benefit of each of the Parties, and each of their successors and assigns, all subject to the provisions of this Agreement. This Agreement may be amended only by a written instrument of the Parties, and any attempt to amend or modify this Agreement without a written instrument signed by all of the Parties to this Agreement shall be null and void. Notices given hereunder shall be in writing and shall be effective when actually received if delivered by hand or overnight courier, or three days after being sent by registered or certified mail, postage prepaid, the certification receipt therefore being deemed the date of such notice, and addressed to the Parties as follows:

If to City:	City of Sandusky, Ohio 240 Columbus Ave. Sandusky, Ohio 44870 Attention: City Manager
-------------	--

If to Treasurer: County Treasurer
Erie County, Ohio
247 Columbus Ave., Suite 131
Sandusky, Ohio 44870

If to the District: City of Sandusky, Ohio Energy Special
Improvement District, Inc.
c/o Erie County Economic Development Corporation
247 Columbus Ave., Suite 126
Sandusky, Ohio 44870
Attention: Abbey Bemis
Phone: (419) 627-7791
Email: office@eriecountyedc.org

With a copy to: J. Caleb Bell
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215
Phone: (614) 227-2300
Email: pace@bricker.com

If to the Owner: Name One, Yellowstone LLC
[_____]

[_____]

Attention: [_____]

Phone: [_____]

Email: [_____]

With a copy to: [_____]

[_____]

[_____]

Attention: [_____]

Phone: [_____]

Email: [_____]

If to the Investor: Greenworks Lending LLC
28 Thorndal Circle, Third Floor
Darien, Connecticut 06820
Attention: Chris Ellis
Phone: (614) 572-5169
Email: christopher.ellis@nuveen.com

4.4 (a) The Investor shall have the unrestricted right at any time or from time to time, and without the Treasurer, the City, the District, or the Owner's consent, to assign all or any portion of its rights and obligations under this Agreement and may sell or assign any and all liens received directly or indirectly from the City to any person (each, an "Investor Assignee"), and the Owner agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments to this Agreement and to any other documents, instruments and agreements executed in connection with this Agreement as the Investor shall deem necessary to effect the foregoing. Any Investor Assignee shall be a party to this Agreement and shall have all of the rights and obligations of the Investor under this Agreement (and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement) to the extent that such rights and obligations have been assigned by the Investor pursuant to the assignment documentation between the Investor and such Assignee, and the Investor shall be released from its obligations under this Agreement and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement to a corresponding extent.

(b) The Investor shall have the unrestricted right at any time and from time to time, and without the consent of or notice of the Treasurer, the City, the District, or the Owner, to grant to one or more persons (each, a "Participant") participating interests in the Investor's obligation to make Project Advances under the Energy Project Cooperative Agreement or any or all of the loans held by Investor under the Energy Project Cooperative Agreement. In the event of any such grant by the Investor of a participating interest to a Participant, whether or not upon notice to the Treasurer, the City, the District, and the Owner, the Investor shall remain responsible for the performance of its obligations under the Energy Project Cooperative Agreement and the Owner shall continue to deal solely and directly with the Investor in connection with the Investor's rights and obligations under the Energy Project Cooperative Agreement.

(c) The Investor may furnish any information concerning the Owner or the Property in its possession from time to time to Investor Assignees and prospective Investor Assignees, Participants and prospective Participants, rating agencies, Investor's third party consultants, and Investor's counsel.

4.5 This Agreement shall be construed in accordance with the laws of the State of Ohio.

4.6 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(Signature Pages Immediately Follow)

IN WITNESS WHEREOF, each party to this Agreement has caused this Agreement to be executed in its respective name and capacity by its respective duly authorized officers, all as of the day and the year first written above.

“TREASURER”
COUNTY TREASURER OF ERIE
COUNTY, OHIO

Treasurer
County of Erie, Ohio

Approved as to form:

City Attorney

“CITY”
CITY OF SANDUSKY, OHIO

By: _____

Name: _____

Title: _____

“DISTRICT”

CITY OF SANDUSKY, OHIO ENERGY SPECIAL
IMPROVEMENT DISTRICT, INC., D/B/A:

CITY OF SANDUSKY, OHIO ENERGY SPECIAL
IMPROVEMENT DISTRICT, INC.

By: _____

Name: _____

Title: _____

“OWNER”

NAME ONE, YELLOWSTONE LLC

By: _____

Name: _____

Title: _____

“INVESTOR”
GREENWORKS LENDING LLC

By: _____

Name: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the City of Sandusky, Ohio, hereby certifies that the City will establish a special assessment fund, into which the Special Assessments (as that term is defined in the foregoing Agreement) received by the City shall be deposited, free from any previous encumbrances. The City shall use the moneys deposited in such special assessment fund to meet its obligation under the foregoing Agreement. This Certificate is given in compliance with the Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: _____, 2022

Fiscal Officer
City of Sandusky, Ohio

EXHIBIT A
DESCRIPTION OF ASSESSED LANDS

[TO BE INSERTED]

EXHIBIT B

OWNER CONSENT

(Affidavit of Facts Relating to Title Made Pursuant to O.R.C. §5301.252)

The undersigned, [], having been duly cautioned and sworn, deposes and states as follows:

The undersigned is the [] of Name One, Yellowstone LLC, an Ohio limited liability company (the “Owner”).

This Owner Consent, dated as of [], 2022 is given by the Owner pursuant to the Special Assessment Agreement dated as of [], 2022 (the “Agreement”) by and among the County Treasurer of Erie County, Ohio (the “Treasurer”), the City of Sandusky, Ohio Energy Special Improvement District, Inc., d/b/a the City of Sandusky, Ohio Energy Special Improvement District, Inc. (the “District”), Greenworks Lending, LLC (together with its successors and assigns under the Agreement, the “Investor”), and the Owner. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

The Agreement provides for an expedited foreclosure process with respect to certain Special Assessments which will be levied on the Assessed Lands by the City of Sandusky, Ohio (the “City”) in order to pay the costs of special energy improvement projects under Ohio Revised Code Chapter 1710. The Assessed Lands are described in Exhibit 1 to this Owner Consent, and the Special Assessments are disclosed in Exhibit 2 to this Owner Consent.

The Agreement further provides that if an event of default occurs and is continuing with respect to a required semi-annual payment of Special Assessments or an “Event of Default” (as that term is defined in the Energy Project Cooperative Agreement, as appropriate) under the Energy Project Cooperative Agreement occurs and is continuing, the Treasurer will pursue an expedited foreclosure of the lien of the Special Assessments, all as provided in the Agreement. In consideration of the Project Advance to finance the Project, the Owner hereby consents to the expedited foreclosure process with respect to the lien of the Special Assessments then due and owing with respect to the Assessed Lands, as provided in the Agreement.

The Owner is the owner of the Assessed Lands. The Owner covenants and agrees that so long as the Project Advance remains outstanding, except as the covenant may be released by the District and the Investor, as applicable, in writing, the expedited foreclosure process established pursuant to the Agreement shall be a covenant on and running with, and shall be binding upon, the Assessed Lands, the Owner, and all future owners of the Assessed Lands. Any release, modification or waiver of the covenant running with the land by the District or the Investor, as applicable, shall be filed of record with the Erie County, Ohio Recorder’s Office. The Owner agrees that this Owner Consent shall be recorded with the Erie County, Ohio Recorder’s Office and the Owner covenants and agrees to record such documents and to take such reasonable steps as are necessary, so that the expedited foreclosure process with respect to the lien of the Special Assessments is a covenant on and running with the Assessed Lands and is binding on the Owner and any and all future owners of all or any portion of the Assessed Lands.

The Owner acknowledges that the Special Assessments will be levied by the City and certified to the County Auditor for placement on the tax list and duplicate and will be collected in the same manner as real property taxes as special assessments binding against the Assessed Lands in each of the years disclosed in the schedule of Special Assessments attached to this Owner Consent as Exhibit 2. Unless earlier paid by the Owner or any successor in interest of the Owner to the Assessed Lands, the Owner acknowledges that the Special Assessments shall be levied, billed, due and payable, and collected in each of the years in each of the amounts disclosed in Exhibit 2.

Anything in this Owner Consent to the contrary notwithstanding, this Owner Consent shall in no way be construed as a waiver by the Owner of its statutory right of redemption, including the full applicable redemption period.

(Signature Page Immediately Follows)

Further affiant sayeth naught.

“OWNER”

Name One, Yellowstone LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

)

SS:

COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Name One, Yellowstone LLC by _____, its _____, who acknowledged that he did sign the foregoing instrument and that the same is such officer's free act and deed as such officer and of said limited liability company.

The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2022.

Notary Public

This instrument was prepared by:

J. Caleb Bell, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

EXHIBIT 1
DESCRIPTION OF ASSESSED LANDS

[TO BE INSERTED]

EXHIBIT 2

SCHEDULE OF SPECIAL ASSESSMENTS

Special Assessment Payment Date*	Total Special Assessment Installment Amount**
First Half 2024	\$15,631.91
Second Half 2024	15,631.91
First Half 2025	15,631.91
Second Half 2025	15,631.91
First Half 2026	15,631.91
Second Half 2026	15,631.91
First Half 2027	15,631.91
Second Half 2027	15,631.91
First Half 2028	15,631.91
Second Half 2028	15,631.91
First Half 2029	15,631.91
Second Half 2029	15,631.91
First Half 2030	15,631.91
Second Half 2030	15,631.91
First Half 2031	15,631.91
Second Half 2031	15,631.91
First Half 2032	15,631.91
Second Half 2032	15,631.91
First Half 2033	15,631.91
Second Half 2033	15,631.91
First Half 2034	15,631.91
Second Half 2034	15,631.91
First Half 2035	15,631.91
Second Half 2035	15,631.91
First Half 2036	15,631.91
Second Half 2036	15,631.91
First Half 2037	15,631.91
Second Half 2037	15,631.91
First Half 2038	15,631.91
Second Half 2038	15,631.91
First Half 2039	15,631.91
Second Half 2039	15,631.91
First Half 2040	15,631.91
Second Half 2040	15,631.91
First Half 2041	15,631.91
Second Half 2041	15,631.91
First Half 2042	15,631.91
Second Half 2042	15,631.91
First Half 2043	15,631.91

Second Half 2043	15,631.91
First Half 2044	15,631.91
Second Half 2044	15,631.91
First Half 2045	15,631.91
Second Half 2045	15,631.91
First Half 2046	15,631.91
Second Half 2046	15,631.91
First Half 2047	15,631.91
Second Half 2047	15,631.91
First Half 2048	15,631.91
Second Half 2048	15,631.91
First Half 2049	15,631.91
Second Half 2049	15,631.91
First Half 2050	15,631.91
Second Half 2050	15,631.91
First Half 2051	15,631.91
Second Half 2051	15,631.91
First Half 2052	15,631.91
Second Half 2052	15,630.73

* Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates for first-half and second-half real property taxes identified in this Exhibit 2 are determined by statute and a variety of circumstances and are subject to adjustment by the Erie County Auditor under certain conditions.

** Pursuant to Ohio Revised Code Section 727.36, the Erie County Auditor may charge and collect a fee in addition to the amounts listed in this Exhibit 2.



FIRE DEPARTMENT

600 West Market Street

Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Mario D'Amico III, Fire Chief

DATE: February 16, 2022

RE: Commission Agenda Item – Purchase 5 sets of Turnout Gear

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase five (5) sets of Morning Pride Tails Turnout Gear, Fire Coats and Fire Pants from Municipal Emergency Services, Inc. of Southbury, Connecticut, through Sourcewell Cooperative Purchasing Program Contract No. 032620-MES.

BACKGROUND INFORMATION: The need to purchase five (5) sets of firefighting protective clothing has been determined by the Fire Chief. These five (5) sets will be given to new hires throughout the year. The Labor Agreement required that the City of Sandusky provides and maintains protective clothing to be utilized by employees in the performance of their job duties.

Sourcewell Cooperative Purchasing Program allows local political subdivisions to purchase items that have been competitively bid from the successful State vendor thereby giving the City the benefit of the State's competitively bid price and eliminating the necessity of formal bidding by the City.

BUDGETARY INFORMATION: The total amount of this expenditure is **\$19,375.00** with each set costing \$3,875.00. These purchases will be paid with monies from the EMS Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase five (5) sets of Morning Pride Tails Turnout Gear at a total cost of **\$19,375.00** from Municipal Emergency Services, Inc. of Southbury, Connecticut through Sourcewell Cooperative Purchasing Program Contract No. 032620. It is further requested that this legislation take immediate effect in full accordance with section 14 of the City Charter as we are in the process of hiring firefighters.

Approved:

I concur with this recommendation:

Mario D'Amico III, Fire Chief

Eric Wobser, City Manager

Cc: John Orzech, Assistant City Manager
Brendan Heil, Law Director
Michelle Reeder, Finance Director

CERTIFICATE OF FUNDS

In the Matter of: Turn Out Gear

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 431-1330-54000

By: 

Michelle Reeder

Finance Director

Dated: 2/23/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE FIVE (5) MORNING PRIDE TAILS TURNOUT GEAR, FIRE COAT AND PANT SETS, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FROM MUNICIPAL EMERGENCY SERVICES, INC. OF SOUTHBURY, CONNECTICUT, FOR USE IN THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the need to purchase five (5) coat and pant sets of firefighting protective clothing has been determined by the Fire Chief as the City is in the process of hiring new firefighters; and

WHEREAS, the Labor Agreement requires the City of Sandusky to provide and maintain protective clothing to be utilized by employees in the performance of their job duties; and

WHEREAS, Sourcewell's (formerly National Joint Powers Alliance [NJPA]) cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

WHEREAS, the City, as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351), desires to purchase the coat and pant sets of firefighting protective clothing that have been competitively bid and made available through the membership from Municipal Emergency Services, Inc. of Southbury, Connecticut; and

WHEREAS, the cost for the Morning Pride Fire Tails Turnout Gear, Coat and Pant Set, is \$3,875.00 for a total cost of \$19,375.00 for five (5) sets and will be paid with EMS 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 to allow the order to be placed immediately as the City is in the process of hiring firefighters; 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 Fire 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. The City Manager is authorized and directed to purchase five (5) Morning Pride Tails Turnout Gear, Fire Coat and Pant sets, through the Sourcewell Cooperative Purchasing Program (Contract No. 032620-MES), from Municipal Emergency Services, Inc. of Southbury, Connecticut, for use in the Fire Department at an amount **not to exceed** Nineteen Thousand Three Hundred Seventy Five and 00/100 Dollars (\$19,375.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 28, 2022



6880 Tod Avenue SW
Warren, OH 44481

Quote

Date 02/23/2022
Quote # QT1557141
Expires 03/10/2022
Sales Rep Jesberger, Michael
PO # Gear
Shipping Method FedEx Ground
Shipping Code (2)

Bill To

SANDUSKY FIRE DEPARTMENT
600 W MARKET STREET
SANDUSKY OH 44870
United States

Ship To

SANDUSKY FIRE DEPARTMENT
600 W MARKET ST
SANDUSKY OH 44870
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
HFRP Tail Coat			HFRP Tail Coat LTO 48I3 Tail Black Spec ID: OHSAND00054	1	2,045.00	2,045.00
HFRP Tail Pant			HFRP Tail Pant LTO 48I3 Pants Black OHSAND00055	1	1,830.00	1,830.00

Quoted under Sourcewell contract.

MES Contract #032620

City of Sandusky ID# 68351

Subtotal	3,875.00
Shipping Cost (FedEx Ground)	0.00
Total	\$3,875.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1557141