



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
NOVEMBER 25, 2019 at 5 p.m.  
CITY HALL, 240 COLUMBUS AVENUE**

<b>INVOCATION</b>	G. Lockhart
<b>PLEDGE OF ALLEGIANCE</b>	
<b>CALL TO ORDER</b>	
<b>ROLL CALL</b>	D. Waddington, D. Brady, N. Lloyd, D. Murray, G. Lockhart, N. Twine & W. Poole
<b>APPROVAL OF MINUTES</b>	November 12, 2019
<b>AUDIENCE PARTICIPATION</b>	
<b>COMMUNICATIONS</b>	Motion to accept all communications submitted below
<b>CURRENT BUSINESS</b>	

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**CONSENT AGENDA ITEMS**

**A. Submitted by Aaron Klein, Director of Public Works**

**PURCHASE OF CHEMICALS FOR CY2020 FOR BIG ISLAND WATER WORKS & WASTE WATER TREATMENT PLANT**

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

- 1. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 550 wet tons, more or less, of aluminum sulfate polymer blend liquid from Applied Specialties, Inc., of Avon lake, Ohio, for use at the Big Island Water Works Plant during the calendar year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
- 2. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 17,000 gallons, more or less, of hydrofluosilicic acid from PVS Nolwood Chemicals, Inc., of Detroit, Michigan, for use at the Big Island Water Works Plant during the calendar year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
- 3. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 50,000 gallons, more or less, of sodium hydroxide liquid from Brenntag Mid-South, Inc., of Hebron, Ohio, for use at the Big Island Water Works Plant during the calendar year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
- 4. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 123,000 pounds, more or less, of powdered activated carbon from Bonded Chemicals, Inc., of Columbus, Ohio, for use at the Big Island Water Works Plant during calendar year 2020 and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
- 5. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 90,000 gallons, more or less, of sodium hypochlorite from Bonded Chemicals, Inc., of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
- 6. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 12,000 gallons, more or less, of liquid sodium permanganate from Bonded Chemicals, Inc., of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
- 7. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 350,000 pounds, more or less, of ferrous chloride solution from Kemira Water Solutions, Inc., of Lawrence, Kansas, for use at the Waste Water Treatment Plant during the calendar year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
- 8. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 60,000 pounds, more or less, of polymer liquid from SNF Polydyne, Inc., of Riceboro, Georgia, for use at the Waste Water Treatment Plant during the calendar year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**B. Submitted by Sally Martin, Interim Finance Director**

**PAYMENT TO ARTHUR J. GALLAGHER & COMPANY FOR 2019 – 2020 PROPERTY, CASUALTY & LIABILITY INSURANCE**

**Budgetary Information:** The annual costs has become part of the annual operating budget and the City of Sandusky's total cost for 2019 – 2020 will be an amount not to exceed \$440,000. The insurance year is December 1, 2019 through December 1, 2020. Based on exposures, the cost will be distributed to the general fund (\$282,040), street fund (\$45,584), water fund (\$55,132) and sewer fund (\$57,244). The prior year ordinance was passed by the City Commission on November 13, 2018 by Ordinance No. 18-213 which covered the period of December 1, 2018 through November 30, 2019 for an amount of \$435,000.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager and/or Finance Director to make payment to Arthur J. Gallagher & Company for property, casualty and liability insurance costs for the period of December 1, 2019, through November 30, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**C. Submitted by Nicole DeFreitas, Transit Administrator**

**RENEWAL OF TRANSPORTATION SERVICES AGREEMENT WITH ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR SANDUSKY TRANSIT SYSTEM**

**Budgetary Information:** STS will bill for trips consumed by individuals who are enrolled with Erie County Board of Developmental Disabilities and eligible for transportation services. The revenue from this agreement will be used as matching grant funds for the Ohio Department of Transportation program grant. This contract is expected to provide approximately 10,500 trips and generate over \$200,000 in 2020.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and the Erie County Board of Developmental Disabilities for the period of January 1, 2020, through December 31, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**D. Submitted by Nicole DeFreitas, Transit Administrator**

**RENEWAL OF TRANSPORTATION SERVICES AGREEMENT WITH CANCER SERVICES FOR SANDUSKY TRANSIT SYSTEM**

**Budgetary Information:** STS will receive \$8 each way, per passenger trip, from Cancer Services for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2020 5311 rural grant program.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and Cancer Services for the period of January 1, 2020, through December 31, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**E. Submitted by Debi Eversole, Housing Development Specialist**

**TRANSFER OF PROPERTY TO ERIE COUNTY LAND REUTILIZATION CORPORATION**

**Budgetary Information:** There will be no cost to the city's general fund as the Erie County Land Reutilization Corporation will pay for the deed preparation and transfer title.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel No. 56-01275.000, located at 602 Hancock Street, Sandusky, is no longer needed for any municipal purpose and authorizing the transfer of said property to the Erie County Land Reutilization Corporation for the purpose of utilizing grant funding from the Ohio Housing Finance Agency for the Neighborhood Initiative program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**F. Submitted by Matt Lasko, Chief Development Officer**

**RESOLUTION OF NECESSITY FOR PERMISSION TO BID CDBG FY 2019 DEMOLITION PROJECT #2**

**Budgetary Information:** The total estimated cost of this project including advertising and miscellaneous expenses will exceed \$10,000. The total cost for all seven of the demolitions will be paid with FY 2019 Community Development Block Grant funds. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed CDBG FY 2019 demolition project #2; 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.

**REGULAR AGENDA ITEMS**

**FIRST READING**

**ITEM #1 - Submitted by Matt Lasko, Chief Development Officer & Aaron Klein, Director of Public Works**

**PROJECT FUNDING AGREEMENT WITH CEDAR POINT PARK, LLC**

**Budgetary Information:** The city will be responsible for providing \$2,250,000 from the issuance of bonds or notes.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed approving a project funding agreement with Cedar Point Park, LLC relating to various development activities in connection with certain property located in the city.

**ITEM #2 - Submitted by Josh Snyder, Assistant City Engineer**

**STORM SEWER EASEMENT WITH GRANT COLLIER & SARAH CULLEN FOR 5305 MCCARTNEY ROAD**

**Budgetary Information:** The city will pay to the property owners, Grant Collier and Sarah Cullen, an amount not to exceed \$9,950 which will be paid through the sewer fund. This agreed upon amount is fair, and is less than both appraisals by Mr. Collier's and the city's real estate appraisers.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed approving a perpetual easement granted to the city for a storm sewer for the McCartney Road reconstruction, storm sewer and storm pump station project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #3 – Submitted by Josh Snyder, Assistant City Engineer**

**CONTRACT WITH GREAT LAKES DEMOLITION COMPANY, LLC FOR MCCARTNEY ROAD RECONSTRUCTION, STORM SEWER AND STORM PUMP STATION PROJECT**

**Budgetary Information:** The estimated cost of the project based on the construction bid, design, legal advertisement and miscellaneous expenses is \$1,680,739.15 which will be funded by \$175,000 to be paid with Issue 8 funds from the capital projects fund, \$175,000 to be paid with Ohio Public Works Commission loan funds, \$17,220.03 to be paid with sewer funds and a low interest Ohio Water Development Authority loan to fund the remaining balance of \$1,313,519.12 for the construction contract. Request for approval to apply for a low interest OWDA loan is in companion legislation (Item #6).

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Great Lakes Demolition Company, LLC, of Vickery, Ohio, for the McCartney Road reconstruction, storm sewer and storm pump station project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 – Submitted by Josh Snyder, Assistant City Engineer**

**LOAN AGREEMENT WITH OHIO WATER DEVELOPMENT AUTHORITY FOR MCCARTNEY ROAD RECONSTRUCTION, STORM SEWER & STORM PUMP STATION PROJECT**

**Budgetary Information:** The total cost of the loan will be as follows:

Construction	\$1,313,519.12
Contingency (10%)	144,783.01
OWDA Administrative Fee (0.35%)	5,104.00
Capitalized interest (1.85%)	<u>27,073.01</u>
<b>TOTAL</b>	<b>\$1,490,479.14</b>

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing a cooperative agreement between the City of Sandusky and the Ohio Water Development Authority to finance the cost of construction for the McCartney Road reconstruction, storm sewer and storm pump station project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #5 – Submitted by Jane Cullen, Assistant City Engineer**

**AUTHORIZATION TO ACCEPT BIDS FOR SAFE ROUTES TO SCHOOL PROJECT**

**Budgetary Information:** The Engineer's estimate for the construction costs is \$236,901.57 which will be 100% funded with Federal Highway Administration funds through the Ohio Department of Transportation.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed Safe Routes to School Sandusky Middle School 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.

**CITY MANAGER'S REPORT**

**OLD BUSINESS**

**NEW BUSINESS**

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

**EXECUTIVE SESSION(S)**

**ADJOURNMENT**

**Buckeye Broadband broadcasts on Channel 76:**

Monday, November 25 at 8:30 p.m.

Tuesday, November 26 at 5 p.m.

Monday, December 2 at 8:30 p.m.

**Online:**

[www.ci.sandusky.oh.us](http://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](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: November 13, 2019

**Subject: Commission Agenda Item – 2020 Chemical Contract for Big Island Water Works and the Waste Water Treatment Plant**

**ITEM FOR CONSIDERATION:** Legislation for the purchase of chemicals for use at the Big Island Water Works and Waste Water Treatment Plants for the calendar year 2020.

### **BACKGROUND INFORMATION:**

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

<b>Bonded Chemicals Inc.</b> Columbus, OH	<b>Bid: \$79,680 (\$6.64 per gallon)</b> <b>Surety: 100% Bid Bond</b>
Shannon Chemical Exton, PA	Bid: \$86,040.00 (\$7.17 per gallon) Surety: 10% of Base Bid in Cashier's Check

#### **Contract Two – Hydrofluosilicic Acid (BIWW) 17,000 Gallons, more or less**

Bonded Chemical Columbus, OH	Bid: \$36,040.00 (\$2.12 per gallon) Surety: 100% Bid Bond
SAL Chemical Weirton, WV	Bid: \$34,170.00 (\$2.01 per gallon) Surety: 100% Bid Bond
Univar USA Inc. Cincinnati, OH	Bid: \$36,040.00 (\$2.12 per gallon) Surety: 100% Bid Bond
<b>PVS Nolwood Chemicals Inc.</b> Detroit, MI	<b>Bid: \$30,991.00 (\$1.823 per gallon)</b> <b>Surety: 100% Bid Bond</b>
Alexander Chemical Corp. Peru, IL	Bid: \$31,620.00 (\$1.86 per gallon) Surety: 100% Bid Bond

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

Bonded Chemical Columbus, OH	Bid: \$88,000.00 (\$1.76 per gallon) Surety: 100% Bid Bond
SAL Chemical Weirton, WV	Bid: \$115,150.00 (\$2.303 per gallon) Surety: 100% Bid Bond
JCI Jones Chemicals Barberton, OH	Bid: \$88,000.00 (\$1.76 per gallon) Surety: 100% Bid Bond
Univar USA Inc Cincinnati, OH	Bid: \$86,250.00 (\$1.725 per gallon) Surety: 100% Bid Bond
<b>Brenntag Mid-South, Inc. Hebron, OH</b>	<b>Bid: \$79,000.00 (\$1.58 per gallon) Surety: 100% Bid Bond</b>
PVS Nolwood Chemicals Inc. Detroit, MI	Bid: \$116,000.00 (\$2.32 per gallon) Surety: 100% Bid Bond
Alexander Chemical Corp. Detroit, MI	Bid: \$80,000.00 (\$1.60 per gallon) Surety: 100% Bid Bond

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

<b>Bonded Chemicals, Inc. Columbus, OH</b>	<b>Bid: \$69,210.00 (\$0.769 per gallon) Surety: 100% Bid Bond</b>
SAL Chemical Weirton, WV	Bid: \$71,820.00 (\$0.798 per gallon) Surety: 100% Bid Bond
Brenntag Mid-South Hebron, OH	Bid: \$107,100.00 (\$1.19 per gallon) Surety: 100% Bid Bond
Alexander Chemical Corp. Detroit, MI	Bid: \$71,100.00 (\$0.79 per gallon) Surety: 100% Bid Bond

**Contract Five – Aluminum Sulfate Polymer Blend (BIWW) 550 Wet Tons, more or less**

<b>Applied Specialties, Inc. Avon Lake, OH</b>	<b>Bid: \$284,900.00 (\$518.00 per wet ton) Surety: 100% Bid Bond</b>
Chemtrade Chemicals Parispany, NJ	Bid: \$312,400.00 (\$568.00 per wet ton) Surety: 100% Bid Bond

**Contract Six – Powder Activated Carbon (BIWW) 123,000 Pounds, more or less**

<b>Bonded Chemicals, Inc. Columbus, OH</b>	<b>Bid: \$98,707.50 (\$0.8025 per pound on truckloads) Surety: 100% Bid Bond</b>
Thatcher Company Salt Lake City, UT	Bid: \$109,470.00 (\$0.89 per pound on truckloads) Surety: 100% Bid Bond

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

**Kemira Water Solutions Inc.**  
Lawrence, KS

**Bid: \$253,400.00 (\$0.724 per pound)**  
**Surety: 100% Bid Bond**

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

**SNF Polydyne Inc.**  
Riceboro, GA

**Bid: \$72,600.00 (\$1.21 per pound)**  
**Surety: 100% Bid Bond**

Tidewater Products  
Toledo, OH

**Bid: \$97,200.00 (\$1.62 per pound)**  
**Surety: 100% Bid Bond**

In addition to bidding for City chemicals, we routinely include Erie County's chemicals for their wastewater treatment plants in our annual chemical bids just as the City participates in Erie County's Road Salt Bid annually. The City of Huron and Vermilion also participate in the process with chemicals for their water and wastewater treatment plants. Each entity is responsible for entering into their own contracts with the chemical companies.

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

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to purchase chemicals for the calendar year 2020 for use at the Big Island Water Works and Waste Water Treatment Plant as follows:

	Description	Company	Quantity	Unit	Unit Price	Total
Contract #1	Liquid Sodium Permanganate	Bonded Chemicals, Inc.	12,000	Gal	\$6.64	\$79,680.00
Contract #2	Hydrofluosilicic Acid	PVS Nolwood Chemicals, Inc.	17,000	Gal	\$1.823	\$30,991.00
Contract #3	Sodium Hydroxide Liquid	Brenntag Mid-South, Inc.	50,000	Gal	\$1.58	\$79,000.00
Contract #4	Sodium Hypochlorite	Bonded Chemicals, Inc.	90,000	Gal	\$0.769	\$69,210.00
Contract #5	Aluminum Sulfate Polymer Blend – Liquid	Applied Specialties, Inc.	550	Wet Tons	\$518.00	\$284,900.00
Contract #6	Powdered Activated Carbon	Bonded Chemicals, Inc.	123,000	Lbs	\$0.8025	\$98,707.50
Contract #7	Ferrous Chloride Solution	Kemira Water Solutions, Inc.	350,000	Lbs	\$0.724	\$253,400.00
Contract #8	Polymer – Liquid	SNF Polydyne Inc.	60,000	Lbs	\$1.21	\$72,600.00

It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow for delivery of the product as needed by January 1, 2020.

I concur with this recommendation:

\_\_\_\_\_  
Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; S. Martin, Acting-Finance Director; T. Hayberger, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Applied Specialties - Aluminum Sulfate Polymer Blend - Liquid

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.

Dated: November 18, 2019

By: 

Sally Martin

Acting Finance Director



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 550 WET TONS, MORE OR LESS, OF ALUMINUM SULFATE POLYMER BLEND LIQUID FROM APPLIED SPECIALTIES, INC., OF AVON LAKE, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, upon public competitive bidding as required by law for the purchase of Five Hundred Fifty (550) wet tons, more or less, of Aluminum Sulfate Polymer Blend Liquid for use at the Big Island Water Works Plant, two (2) appropriate bids were received and the bid of Applied Specialties, Inc., of Avon Lake, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2020; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Five Hundred Fifty (550) wet tons, more or less, of Aluminum Sulfate Polymer Blend Liquid from Applied Specialties, Inc., of Avon Lake, Ohio, for use at the Big Island Water Works Plant for \$518.00 per wet ton at an amount **not to exceed** Two Hundred Eighty Four Thousand Nine Hundred and 00/100 Dollars (\$284,900.00). Said Aluminum Sulfate Polymer Blend Liquid shall be provided in accordance with the proposal of the said Applied Specialties, Inc., of Avon Lake, Ohio, on file in the office of the Director of Public Works.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

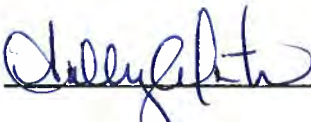
Passed: November 25, 2019

## CERTIFICATE OF FUNDS

In the Matter of: PV's Norwood Chemicals - Hydrofluosilic Acid

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.

Dated: November 18, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 17,000 GALLONS, MORE OR LESS, OF HYDROFLUOSILICIC ACID FROM PVS NOLWOOD CHEMICALS, INC., OF DETROIT, MICHIGAN, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, upon public competitive bidding as required by law for the purchase of Seventeen Thousand (17,000) gallons, more or less, of Hydrofluosilicic Acid for use at the Big Island Water Works Plant, five (5) appropriate bids were received and the bid of PVS Nolwood Chemicals, Inc., of Detroit, Michigan, was determined to be the lowest and best bid; and

**WHEREAS**, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2020; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Seventeen Thousand (17,000) gallons, more or less, of Hydrofluosilicic Acid from PVS Nolwood Chemicals, Inc., of Detroit, Michigan, for use at the Big Island Water Works Plant for \$1.823 per gallon at an amount **not to exceed** Thirty Thousand Nine Hundred Ninety One and 00/100 Dollars (\$30,991.00). Said Hydrofluosilicic Acid shall be provided in accordance with the proposal of the said PVS Nolwood Chemicals, Inc., of Detroit, Michigan, on file in the office of the Director of Public Works.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019

## CERTIFICATE OF FUNDS

In the Matter of: Brenntag Mid-South - Sodium Hydroxide liquid

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.

Dated: November 18, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 50,000 GALLONS, MORE OR LESS, OF SODIUM HYDROXIDE LIQUID FROM BRENTAG MID-SOUTH, INC., OF HEBRON, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, upon public competitive bidding as required by law for the purchase of Fifty Thousand (50,000) gallons, more or less, of Sodium Hydroxide Liquid, for use at the Big Island Water Works Plant, seven (7) appropriate bids were received and the bid of Brenntag Mid-South, Inc., of Hebron, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2020; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Fifty Thousand (50,000) gallons, more or less, of Sodium Hydroxide Liquid from Brenntag Mid-South, Inc., of Hebron, Ohio, for use at the Big Island Water Works Plant for \$1.58 per gallon at an amount **not to exceed** Seventy Nine Thousand and 00/100 Dollars (\$79,000.00). Said Sodium Hydroxide Liquid shall be provided in accordance with the proposal of the said Brenntag Mid-South, Inc., of Hebron, Ohio, on file in the office of the Director of Public Works.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019



## CERTIFICATE OF FUNDS

In the Matter of: Banded Chemicals - Powdered Activated Carbon

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.

Dated: November 18, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 123,000 POUNDS, MORE OR LESS, OF POWDERED ACTIVATED CARBON FROM BONDED CHEMICALS, INC., OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, upon public competitive bidding as required by law for the purchase of One Hundred Twenty Three Thousand (123,000) pounds, more or less, of Powdered Activated Carbon for use at the Big Island Water Works Plant, two (2) appropriate bids were received and the bid of Bonded Chemicals, Inc., of Columbus, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2020; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase One Hundred Twenty Three Thousand (123,000) pounds, more or less, of Powdered Activated Carbon from Bonded Chemicals, Inc., of Columbus, Ohio, for use at the Big Island Water Works Plant for \$0.8025 per pound at an amount **not to exceed** Ninety Eight Thousand Seven Hundred Seven and 50/100 Dollars (\$98,707.50). Said Powdered Activated Carbon shall be provided in accordance with the proposal of the said Bonded Chemicals, Inc., of Columbus, Ohio, on file in the office of the Director of Public Works.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019

## CERTIFICATE OF FUNDS

In the Matter of: Bonded Chemical - Sodium Hypochlorite

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.

Dated: November 18, 2012

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 90,000 GALLONS, MORE OR LESS, OF SODIUM HYPOCHLORITE FROM BONDED CHEMICALS, INC., OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, upon public competitive bidding as required by law for the purchase of Ninety Thousand (90,000) gallons, more or less, of Sodium Hypochlorite for use at the Big Island Water Works Plant, four (4) appropriate bids were received and the bid of Bonded Chemicals, Inc., of Columbus, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2020; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Ninety Thousand (90,000) gallons, more or less, of Sodium Hypochlorite from Bonded Chemicals, Inc., of Columbus, Ohio, for use at the Big Island Water Works Plant for \$0.769 per gallon at an amount **not to exceed** Sixty Nine Thousand Two Hundred Ten and 00/100 Dollars (\$69,210.00). Said Sodium Hypochlorite shall be provided in accordance with the proposal of the said Bonded Chemicals, Inc., of Columbus, Ohio, on file in the office of the Director of Public Works.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019

## CERTIFICATE OF FUNDS

In the Matter of: Banded Chemicals- Liquid Sodium Permanganate

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.

Dated: November 18, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 12,000 GALLONS, MORE OR LESS, OF LIQUID SODIUM PERMANGANATE FROM BONDED CHEMICALS, INC., OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2020; and

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

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

Section 1. The City Manager be and hereby is authorized and directed to purchase Twelve Thousand (12,000) gallons, more or less, of Liquid Sodium Permanganate from Bonded Chemicals, Inc., of Columbus, Ohio, for use at the Big Island Water Works Plant for \$6.64 per gallon at an amount **not to exceed** Seventy Nine Thousand Six Hundred Eighty and 00/100 Dollars (\$79,680.00). Said Liquid Sodium Permanganate shall be provided in accordance with the proposal of the said Bonded Chemicals, Inc., of Columbus, Ohio, on file in the office of the Director of Public Works.

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



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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

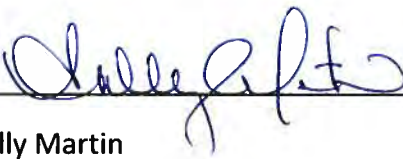
Passed: November 25, 2019

## CERTIFICATE OF FUNDS

In the Matter of: Kemira Water Solutions - Ferric Chloride Solution

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.

Dated: November 18, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 350,000 POUNDS, MORE OR LESS, OF FERROUS CHLORIDE SOLUTION FROM KEMIRA WATER SOLUTIONS, INC., OF LAWRENCE, KANSAS, FOR USE AT THE WASTEWATER TREATMENT PLANT DURING THE CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, upon public competitive bidding as required by law for the purchase of Three Hundred Fifty Thousand (350,000) pounds, more or less, of Ferrous Chloride Solution for use at the Wastewater Treatment Plant, one (1) appropriate bid was received and the bid of Kemira Water Solutions, Inc., of Lawrence, Kansas, was determined to be the lowest and best bid; and

**WHEREAS**, funds for this purchase are routinely included in the Wastewater Treatment Plant's operating budget; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2020; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Three Hundred Fifty Thousand (350,000) pounds, more or less, of Ferrous Chloride Solution from Kemira Water Solutions, Inc., of Lawrence, Kansas, for use at the Wastewater Treatment Plant for \$0.724 per pound at an amount **not to exceed** Two Hundred Fifty Three Thousand Four Hundred and 00/100 Dollars (\$253,400.00). Said Ferrous Chloride Solution shall be provided in accordance with the proposal of the said Kemira Water Solutions, Inc., of Lawrence, Kansas, on file in the office of the Director of Public Works.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019

## CERTIFICATE OF FUNDS

In the Matter of: SNF Polyclone Inc - Polymer Liquid

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.

Dated: November 18, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 60,000 POUNDS, MORE OR LESS, OF POLYMER LIQUID FROM SNF POLYDYNE INC., OF RICEBORO, GEORGIA, FOR USE AT THE WASTEWATER TREATMENT PLANT DURING THE CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, upon public competitive bidding as required by law for the purchase of Sixty Thousand (60,000) pounds, more or less, of Polymer Liquid for use at the Wastewater Treatment Plant, two (2) appropriate bids were received and the bid of SNF Polydyne, Inc., of Riceboro, Georgia, was determined to be the lowest and best bid; and

**WHEREAS**, funds for this purchase are routinely included in the Wastewater Treatment Plant's operating budget; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2020; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Sixty Thousand (60,000) pounds, more or less, of Polymer Liquid from SNF Polydyne Inc., of Riceboro, Georgia, for use at the Wastewater Treatment Plant for \$1.21 per pound at an amount **not to exceed** Seventy Two Thousand Six Hundred and 00/100 Dollars (\$72,600.00). Said Polymer Liquid shall be provided in accordance with the proposal of the said SNF Polydyne Inc., of Riceboro, Georgia, on file in the office of the Director of Public Works.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019



DEPARTMENT OF FINANCE  
DIVISION OF FINANCE & AUDITS

Sally Martin, Acting Finance Director

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240 COLUMBUS AVE.  
SANDUSKY, OHIO 44870  
(419) 627-5849  
FAX (419) 627-5892

TO: Eric L. Wobser, City Manager

FROM: Sally Martin, Acting Finance Director

DATE: November 13, 2019

RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:**

An ordinance approving the costs for the 2019-2020 property, casualty, and liability insurance brokered through Arthur J. Gallagher & Company.

**BUDGETARY INFORMATION:**

The annual cost has become part of the annual operating budget and the City of Sandusky's total cost for 2019-2020 will be an amount not to exceed \$440,000. The insurance year is December 1, 2019 through December 1, 2020.

Based on exposures, the cost will be distributed to the General Fund \$282,040, Street Fund \$45,584, Water Fund \$55,132, and Sewer Fund \$57,244. The prior year ordinance was passed by the City Commission on November 13, 2018. (Ordinance No. 18-213) that covered the period December 1, 2018 through November 30, 2019, for an amount of \$435,000.

**ACTION REQUESTED:**

The City Commission is requested to approve legislation to authorize funds for the property, casualty, and liability insurance package for 2019-2020. The legislation required is an ordinance to pay Arthur J. Gallagher & Company (or any insurers they may so designate) an amount not to exceed \$440,000. It is requested that the City Commission enact the required legislation under suspension of the rules in accordance with Section 14 of the City Charter to avoid any lapse in coverage.

CC: Trevor Hayberger

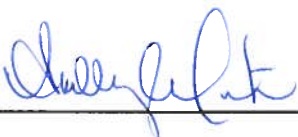


## CERTIFICATE OF FUNDS

In the Matter of: Arthur W. Gallagher & Company - Insurance

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.

Dated: November 20, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO MAKE PAYMENT TO ARTHUR J. GALLAGHER & COMPANY FOR PROPERTY, CASUALTY AND LIABILITY INSURANCE COSTS FOR THE PERIOD OF DECEMBER 1, 2019, THROUGH NOVEMBER 30, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, this City Commission authorized the Finance Director to make payment to Arthur J. Gallagher & Company in the amount of \$435,000.00 for property, casualty and liability insurance costs for the period of December 1, 2018, through November 30, 2019, by Ordinance No. 18-213, passed on November 13, 2018; and

**WHEREAS**, the total cost for insurance for the period of December 1, 2019, through November 30, 2020, is an amount not to exceed \$440,000.00, of which \$282,040.00 will be paid with General Funds, \$45,584.00 will be paid with Street Funds, \$55,132.00 will be paid with Water Funds and \$57,244.00 will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner and avoid any lapse in coverage; and

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

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

Section 1. This City Commission approves the City of Sandusky's Municipal membership for property, casualty and liability insurance with Arthur J. Gallagher & Company and the City Manager and/or Finance Director are authorized and directed to make payment in an amount **not to exceed** Four Hundred Forty Thousand and 00/100 Dollars (\$440,000.00) for coverage for the period beginning December 1, 2019, through November 30, 2020.

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

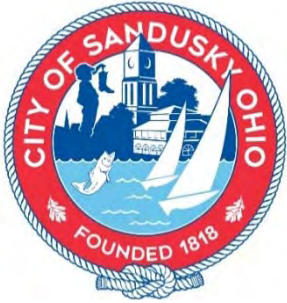
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019



## PLANNING DEPARTMENT

*Division of Transit*

222 Meigs Street  
Sandusky, Ohio 44870  
419.621.8462  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**TO:** Eric Wobser, City Manager

**FROM:** Nicole DeFreitas, Transit Administrator

**DATE:** November 15, 2019

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

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

**BACKGROUND INFORMATION:** The Sandusky Transit System (STS) is currently a contracted transportation provider of the Erie Board of Developmental Disabilities. This contract was entered on January 1, 2019 and will expire December 31, 2019.

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

STS will provide safe, reliable, transportation services to individuals served by the Erie Board of Developmental Disabilities throughout Erie County. These individuals are transported on schedules developed with input from various members of the individual's support team. This contract will be in effect for a term of one (1) year from January 1, 2020 through December 31, 2020 at a rate of \$19.31 per trip, \$15.00 per punch card and \$50.00 per monthly fixed route pass card.

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

**BUDGET IMPACT:** STS will bill for trips consumed by individuals who are enrolled with Erie Board of Developmental Disabilities and eligible for transportation services. The revenue from this agreement will be used as matching grant funds for the Ohio Department of Transportation (ODOT) Program grant. This contract is expected to provide approximately 10,500 trips and generate over \$200,000 in 2020.

**ACTION REQUESTED:** It is requested that legislation be adopted allowing the City Manager to enter into a contract for transportation services with Erie County Board of Developmental Disabilities from January 1, 2020 to December 31, 2020. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to approve the terms of the agreement and execute the contract prior to the commencing date of January 1, 2020.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington  
Director of Planning

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND THE ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR THE PERIOD OF JANUARY 1, 2020, THROUGH DECEMBER 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

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

**WHEREAS**, the Sandusky Transit System will receive \$19.31 per trip and \$15.00 per punch card, and \$50.00 per monthly fixed route pass card from ECBDD pursuant to the proposed agreement and these funds received will be used as matching funds for the Ohio Department of Transportation Rural Transit Program grant; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date of January 1, 2020; and

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

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

Section 1. The City Manager be and hereby is authorized to execute the Agreement with the Erie County Board of Developmental Disabilities for transportation services for the period from January 1, 2020, to December 31, 2020, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together

with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019

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

**Provider Name:** City of Sandusky  
(Nicole DeFreitas)

**Address:** 1230 North Depot Street  
Sandusky, Ohio 44870

**Phone:** 419-627-5849

**Email:** [NDeFreitas@ci.sandusky.oh.us](mailto:NDeFreitas@ci.sandusky.oh.us)

This Contract shall be in effect from **January 1, 2020 through December 31, 2020**, unless otherwise terminated, extended, or renewed by the parties. All previous Contracts will become null and void upon commencement of this Contract. Services may be provided to a variety of eligible Individuals as indicated in the Most Valuable Person (MVP) (previously known as Individual Service Plan “ISP”) and Support Budget.

Services:	Transportation	\$19.31 per trip
	Transportation	\$15.00 punch card
	Pass Cards	\$50.00 per card

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

**I. DEFINITIONS:**

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

**II. GENERAL TERMS AND AGREEMENTS:**

- A. The Provider understands that he/she is Contracting with the Erie County Board of DD and is not the employee of the Erie County Board of DD while providing MVP services. The Provider is personally responsible for reporting and payment of taxes and other fees to the IRS and other applicable authorities.
- B. The Provider understands the Erie County Board of DD, its staff or management does not assume any liability for the Provider’s actions or quality of care provided by the Provider while delivering services.



- C. There will be no reconciliation of this Contract as it will be a fee for services arrangement. Services will be provided only in the presence of the Individual; unless otherwise noted in the MVP.
- D. The Provider shall provide notice of major unusual incidents pertaining to the Individual to the Erie County Board of DD's Investigative Agent immediately and shall provide such other additional reports to the Erie County Board of DD and to such other persons and/or agencies as is required by applicable federal and state law.
- E. Non-Discrimination: The Provider shall comply with all federal, state, and local requirements regarding non-discriminatory practices on the basis of age, race, color, creed, disability, sex, sexual orientation, gender identification expression, or national origin.
- F. Bill of Rights: The Provider shall comply with the Bill of Rights for persons with developmental disabilities as defined in Section 5123.62 of the O.R.C.
- G. Records Retention: The Provider shall maintain all records and documentation related to services for a period of five (5) years. Financial records should be maintained for a period of time adhering to IRS regulations, other federal/state requirements and, when applicable, Social Security guidelines for audits of Provider's records and personal funds of the services recipient.
- H. Confidentiality: Any and all protected health information (HIPAA related information) will be kept in confidence and will not be shared with anyone that is not authorized by consent to release information to receive this information from.

**III. WORK HOURS:**

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

**IV. RATES:**

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

**V. PROCEDURES FOR PAYMENT:**

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

**VI. AUTOMOBILE INSURANCE and DRIVER'S LICENSE:**

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

**VII. TRAINING:**

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

**VIII. INDEMNITY:**

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

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

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

**X. MISCELLANEOUS PROVISIONS:**





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PLANNING DEPARTMENT

*Division of Transit*

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.621.8462  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**TO:** Eric Wobser, City Manager

**FROM:** Nicole DeFreitas, Transit Administrator

**DATE:** November 15, 2019

**SUBJECT:** Agreement for Transportation Services – Cancer Services

**ITEM FOR CONSIDERATION:** Legislation requesting approval for the City Manager to enter into a contract for transportation services between the City of Sandusky / Sandusky Transit System and Cancer Services.

**BACKGROUND INFORMATION:** The Sandusky Transit System (STS) will provide safe, reliable, door-to-door transportation services to clients of Cancer Services throughout Erie County.

This contract is in effect from January 1, 2020 until December 31, 2020 at a negotiated rate of \$8.00 per passenger trip.

STS will provide Cancer Services with reports, training and information that were agreed upon in said proposed contract. Cancer Services will be invoiced and billed on a Quarterly basis and be expected to pay in a timely manner. The money received from this contract will help meet the local match to support the 2020 5311 Rural grant program to support transit in Erie County.

**BUDGET IMPACT:** STS will receive \$8.00 each way, per passenger trip from Cancer Services for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2020 5311 Rural grant program.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to enter into a contract for transportation services with Cancer Services. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the agreement to be executed prior to the commencing date of December 31, 2019.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington  
Director of Planning

cc: Kelly Kresser, Clerk of the City Commission  
Hank Solowiej, Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND CANCER SERVICES FOR THE PERIOD OF JANUARY 1, 2020, THROUGH DECEMBER 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Sandusky Transit System will provide transportation services approved by Cancer Services for program participants throughout Erie County and these services will be coordinated between Cancer Services and the Sandusky Transit System; and

**WHEREAS**, Cancer Services will be billed at the rate of \$8.00 per one-way trip per passenger for the period of January 1, 2020, through December 31, 2020; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date of January 1, 2020; and

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

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

Section 1. The City Manager is authorized to execute an Agreement with Cancer Services for transportation services related to the Sandusky Transit System for the period from January 1, 2020, through December 31, 2020, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019

## TRANSPORTATION AGREEMENT

This Transportation Agreement between the City of Sandusky's Sandusky Transit System (STS) and Cancer Services, 505 E. Perkins Avenue, Sandusky, Ohio, 44870, sets forth the terms agreed upon between the parties for provision of program eligible transportation service.

Term: The services performed under this agreement will be for the period commencing January 1, 2020, and continuing through December 31, 2020.

Scope of Service: STS will provide transportation services approved by Cancer Services for program participants throughout Erie County.

Operating Days: Service will be available every day except Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, but subject to change.

Fare and Payment Schedule: Cancer Services will be billed at the rate of \$8.00 per one-way trip per passenger for all service requests for all clients.

Cancer Services will be billed for transportation services rendered on a Monthly basis.

### STS Responsibilities

1. Vehicle Operations: STS will be responsible for operations and maintenance functions as necessary to provide the highest quality service possible, including: hiring and training of drivers, supervising personnel, processing passenger reservations and preparing daily schedules, dispatching vehicles, maintaining, servicing, and repairing vehicles and equipment, and insuring vehicles, employees, and passengers.
2. Passenger Reservations and Scheduling: STS will maintain a telephone number to Cancer Services staff or authorized Clients to make or cancel reservations as necessary.

### Agency Responsibilities

1. Passenger Information: The following information must be provided for each individual: name; date of birth; address; telephone number; and any special accommodations that may be necessary for the comfort and convenience of passenger. Additions or deletions to information may be communicated to STS in writing or by telephone or fax.



2. Payment for Services: Payment for transportation services provided to clients of your agency will be expected upon receipt of billing. Billing will normally be mailed by the 10<sup>th</sup> of month following service.

Monitoring and Evaluation: STS and Cancer Services will monitor the manner in which the terms of this Agreement are being carried out and evaluate its effectiveness.

Amendments: This Agreement may be amended at any time by a written amendment signed by both parties. Reasons for amendments may include, but are not necessarily limited to, the following:

- The quality or extent of general public services furnished by STS does not meet need of Cancer Services.
- The actual cost of providing service significantly increases above the originally agreed upon rates and terms.

Termination: This agreement may be terminated by either party upon ninety (90) days notice in writing provided by one party to the other. In the event that funding for the services covered in this agreement is eliminated or decreased, each party shall have a right to terminate or negotiate a modification of the scope and compensation. STS will continue to provide service until the effective date of termination, and Cancer Services will make payment in accordance with the payment provisions of the Agreement for the services prior to the effective date of termination.

CITY OF SANDUSKY

CANCER SERVICES

BY:

\_\_\_\_\_  
Eric Wobser, City Manager

\_\_\_\_\_  
Peg Miller, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved As to Form

\_\_\_\_\_  
Trevor M. Hayberger, Law Director



## COMMUNITY DEVELOPMENT

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240 Columbus Ave  
Fourth Floor  
Sandusky, Ohio 44870  
419.627.5832

TO: Eric Wobser

FROM: Debi Eversole, Housing Development Specialist

DATE: November 18, 2019

RE: City Commission Agenda Item

**ITEM FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to transfer a property from the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose, to the Erie County Land Reutilization Corporation under an existing Memorandum of Understanding that was adopted by the Sandusky City Commission through Resolution 035-14R on August 25, 2014 in order to administer a demolition program in partnership with the City of Sandusky's Land Reutilization Program within the City of Sandusky utilizing grant funding from the Ohio Housing Finance Agency for Neighborhood Initiative Program.

**BACKGROUND INFORMATION:** The Erie County Land Reutilization Corporation (ECLRC) is in the process of closing out their Ohio Housing Finance Agency (OHFA) funded Neighborhood Improvement Program (NIP) Demolition Grant. The State of Ohio created the NIP, an Ohio Hardest Hit Fund Project, to strategically target traditional and urban core neighborhoods. The purpose of the NIP is to stabilize property values by removing and greening vacant and blighted properties in Targeted Areas in an effort to prevent future foreclosures. The grant funds will be used to strategically demolish vacant and blighted structures within Erie County, which includes specifically targeted Sandusky neighborhoods listed in a Target Area Plan. To date, ECLRC has demolished 59 properties county-wide, comprising 86 residential units, at a cost of \$914,205. The NIP program will come to an end by the end of 2019.

The City of Sandusky's Land Reutilization Program currently owns one (1) three family residential structure, located at 601 Hancock Street, Erie County Parcel No. 56-01275.000, that is condemned and requires demolition. The NIP guidelines require that the ECLRC must acquire, or already own the property being demolished and a mortgage lien shall be placed upon the premises for the amount of the demolition costs. The mortgage lien will remain in place for a three (3) year period, but may be released prior to the expiration period if the mortgage lien amount is paid in full or if the vacant lot is transferred to an eligible end-user, whichever comes first. ECLRC will maintain ownership and will be responsible to mow and maintain the vacant lots after the structures are demolished utilizing NIP funds until the lien is released or the lots are sold to an eligible end-user. ECLRC will utilize the City of Sandusky's Land Reutilization Program Policy and Procedures and the Mow to Own Program Policy when administering the sale of the vacant lots and will receive approval of the Land Bank Committee before consummating any sale. ECLRC will pay all costs incurred in the sale of the vacant lots out of the proceeds received from the sale, and all net proceeds shall first be applied to the payment of the mortgage lien and the balance remaining, if any will be refunded and distributed to the Taxing Districts in accordance with Ohio Revised Code Section 5722.08(B) and (C). After the expiration of the three (3) year period in which a

mortgage lien is placed on the vacant lots and the vacant lots have not been sold by ECLRC, the mortgage lien will be released and a clean title, free and clear of any liens, or other encumbrances, shall be transferred back to the City of Sandusky's Land Reutilization Program.

**BUDGET IMPACT:** There will be no cost to the City's General fund as ECLRC will pay for the deed preparation and transfer title.

**ACTION REQUESTED:** It is requested legislation be approved allowing the City Manager to transfer property from the City of Sandusky's Land Reutilization program that is no longer needed for any municipal purpose to the Erie County Land Reutilization Corporation under an existing Memorandum of Understanding that was adopted by the Sandusky City Commission through Resolution 035-14R on August 25, 2014 in order to administer a demolition program in partnership with the City of Sandusky's Land Reutilization Program within the City of Sandusky utilizing grant funding from the Ohio Housing Finance Agency for Neighborhood Initiative Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to administer demolition activities within the required timeframe of the Ohio Housing Finance Agency (OHFA).

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Debi Eversole, Housing Development Specialist

I concur with this recommendation:

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Matt Lasko, Chief Development Officer

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Eric L Wobser, City Manager

cc: Trevor Hayberger, Law Director  
Sally Martin, Acting Finance Director  
Kelly Kresser, Commission Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 56-01275.000, LOCATED AT 601 HANCOCK STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE TRANSFER OF SAID PROPERTY TO THE ERIE COUNTY LAND REUTILIZATION CORPORATION (ECLRC) FOR THE PURPOSE OF UTILIZING GRANT FUNDING FROM THE OHIO HOUSING FINANCE AGENCY (OHFA) FOR THE NEIGHBORHOOD INITIATIVE PROGRAM (NIP); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission previously authorized the execution of a Memorandum of Understanding with the Erie County Land Reutilization Corporation (ECLRC) to administer a demolition program in partnership with the City's Land Reutilization Program utilizing grant funding from the Ohio Housing Finance Agency for the Neighborhood Initiative Program (NIP) by Resolution No. 035-14R, passed on August 25, 2014; and

**WHEREAS**, the Erie County Land Reutilization Corporation (ECLRC), to date, has demolished 59 properties county-wide at a cost of \$914,205.00 paid with grant funds received through the Ohio Housing Finance Agency (OHFA) for the Neighborhood Initiative Program (NIP), which is concluding the end of 2019; and

**WHEREAS**, the Ohio Housing Finance Agency (OHFA) requires the Erie County Land Reutilization Corporation (ECLRC) to acquire title to all properties being demolished utilizing Neighborhood Initiative Program (NIP) funds in order to place a three (3) year mortgage as lien against each property in an amount equal to the cost of demolition; and

**WHEREAS**, the City owns property located at 601 Hancock Street, Sandusky, Parcel No. 56-01275.000, as part of the Land Reutilization Program and requests authorization to transfer the property to the Erie County Land Reutilization Corporation (ECLRC) for demolition using NIP funds; and

**WHEREAS**, after demolition of the property, the Erie County Land Reutilization Corporation (ECLRC) shall have the option of holding and maintaining the property for a period of three (3) years until the mortgage is released, or transferring the property to a responsible end user or to a political subdivision for use in a public project; 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 administer demolition activities within the required timeframe of the Ohio Housing Finance Agency (OHFA); and

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

THEREFORE,

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

Section 1. This City Commission finds, determines and declares that the property located at 601 Hancock Street, Parcel No. 56-01275.000, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and authorizes the transfer of said property to the Erie County Land Reutilization Corporation (ECLRC) for the purpose of utilizing grant funding from the Ohio Housing Finance Agency (OHFA) for the Neighborhood Initiative Program (NIP). The City Manager is hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the property to the Erie County Land Reutilization Corporation (ECLRC), which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

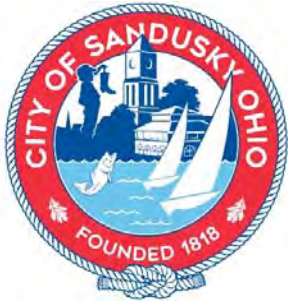
Passed: November 25, 2019

**EXHIBIT A**

Situated in the City of Sandusky, County of Erie and State of Ohio: Being the easterly 81.71 feet of the northerly 30.70 feet of Lot No. 32 on Hancock Street more particularly described as follows: Beginning at a cross drill hole cut in the concrete sidewalk at the northeasterly corner of said Lot No. 32 Hancock Street; thence southerly in the westerly line of Hancock Street a distance of 30.70 feet to a cross drill hole cut on a concrete curb; thence westerly parallel to the northerly line of said lot a distance of 81.71 feet to an iron pipe monument; thence northerly and parallel to the westerly line of Hancock Street a distance of 30.70 feet to an iron pipe monument; thence easterly along the northerly line of said lot the same being the southerly line of Madison Street a distance of 81.71 feet to the place of beginning.

Property Address:                   601 Hancock St., Sandusky, Ohio 44870

Tax ID:                               56-01275.000



## COMMUNITY DEVELOPMENT DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
(419) 627-5847  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Matt Lasko, Chief Development Officer

Date: November 12, 2019

Subject: Commission Agenda Item – Permission to Bid CDBG FY19 – Demolition Project #2.

**Item for Consideration:** Resolution of necessity for the CDBG FY19 –Demolition Project #2, involving asbestos abatement and demolition of seven (7) properties.

**Background Information:** The seven (7) properties are vacant and blighted. All seven (7) of the properties are privately owned and have been issued demolition orders directly by the City or Housing Appeals Board. Additionally, all seven (7) of the properties are residential. Asbestos surveys will be completed on the seven (7) properties. The following are the properties:

1. 1723 Sadler Street, Sandusky, OH 44870
2. 233 Center Street, Sandusky, OH 44870
3. 1104 Hayes Avenue, Sandusky, OH 44870
4. 1116 Second Street, Sandusky, OH 44870
5. 205 Hendry Street, Sandusky, OH 44870
6. 402 Bell Street, Sandusky, OH 44870
7. 313 Tiffin Avenue, Sandusky, OH 44870

The City has been aggressively addressing code and blight issues within the City. The demolition of these properties is necessary to address the blighting conditions of Sandusky's neighborhoods and to eliminate unsafe conditions.

**Budgetary Information:** The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost for all seven (7) of the demolitions will be paid with FY19 Community Development Block Grant Funds. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

**Action Requested:** It is requested that the proposed CDBG FY19 - Demolition Project #2 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Matt Lasko  
Chief Development Officer

cc: Kelly Kresser, Clerk of City Commission  
Sally Martin, Acting Finance Director  
Trevor Hayberger, Law Director



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY19 DEMOLITION PROJECT #2; 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 CDBG FY19 Demolition Project #2 involves asbestos abatement and demolition of seven (7) residential structures which are vacant and blighted; and

**WHEREAS**, the seven (7) residential structures are privately owned and were condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 1723 Sadler Street, 233 Center Street, 1104 Hayes Avenue, 1116 Second Street, 205 Hendry Street, 402 Bell Street, and 313 Tiffin Avenue; and

**WHEREAS**, the total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000.00 and these costs will be paid with FY19 Community Development Block Grant (CDBG) funds and subsequently all costs related to the demolition and asbestos abatement of the property will be charged to the owners and assessed to the property; 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, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 City Commission approves of the proposed CDBG FY19 Demolition Project #2.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY19 Demolition Project #2 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 CDBG FY19 Demolition Project #2 as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019



## COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5715  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager

**From:** Matthew D. Lasko, Chief Development Officer and Aaron Klein, Director of Public Works

**Date:** November 21, 2019

**Subject:** Commission Agenda Item – Project Funding Agreement between City of Sandusky and Cedar Point Park LLC.

**Items for Consideration:** Legislation approving a Project Funding Agreement between the City and Cedar Point Park LLC, in which the City will issue Bonds in the amount of Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000.00) and Cedar Point Park LLC agrees to provide Minimum Service Payments of \$550,000 per year, certain marketing related matters, dedicate certain real property, and donate certain real property to the City.

**Background Information:** Pursuant to the Ohio Revised Code, the City Commission may designate certain parcels of real property for the eligibility of exempting certain improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which those service payments shall be deposited (“TIF”). Cedar Point Park LLC desires to construct an approximately 185,000 square foot indoor sports complex to compliment its outdoor sports complex on adjacent property. The City desires to encourage this project because it will create jobs and employment opportunities, attract regional visitors to the City, and improve the economic and general welfare of the citizens of the City.

The construction of certain infrastructure items is critical to the safety and operations of the complex – of which the City is agreeable to funding \$2,250,000 through the issuance of bonds to help effectuate the completion of these infrastructure items. As part of the Project Funding Agreement, Cedar Point Park, LLC agrees to provide minimum service payments of \$550,000 annual payable in two installments of minimally \$275,000. It is possible the annual payments to the City exceed \$550,000 annually, however this will not be known until the complex is appraised at the completion of construction. Again however, the minimum to be received by the City annually is \$550,000 for thirty (30) years. It must be noted that, per a previously executed School Compensation Agreement, the Sandusky City School will annually receive 10% of all proceeds received by the City of Sandusky.

The Department of Public Works was permitted to complete a thorough review of all design documents for the infrastructure that was intended to be accepted by the City at the completion of this project. ODOT also reviewed design of roadway widening and ditch installation along State Route 6. In addition to review of designs, A City of Sandusky construction inspector performed construction oversight for compliance with approved plans for all sanitary sewers, storm sewers, water mains, valving, trenches, curbs, lighting (with the electrical inspector), green infrastructure, roadway and related appurtenances that are to be accepted. Public sewers and water mains passed all required testing. Since only a few punch list items remain and Ohio Edison needs to set the meter for street lighting, it is staff's recommendation that the infrastructure outlined in this agreement can be accepted by the City as soon as the punch list is complete. Staff has requested as-built information from the contractor but has already geolocated most of the infrastructure to be accepted. A final site walk by the City and ODOT will be performed on Monday, November 25, 2019.

The traffic study did not warrant a signal at the western intersection, but staff felt it was important to complete a new traffic study upon completion of construction activities for The Landing. All underground infrastructure that would be needed for this potential future installation has already been installed as part of this project so the street wouldn't have to be excavated again.

**Budgetary Information:** The City will be responsible for providing \$2,250,000.00 from the issuance of Bonds or notes.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Project Funding Agreement with Cedar Point Park LLC.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

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Aaron Klein, PE  
Director, Public Works

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

## CERTIFICATE OF FUNDS

In the Matter of: Project Funding Agreement for Cedar Point Park LLC

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.

Dated: November 21, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A PROJECT FUNDING AGREEMENT WITH CEDAR POINT PARK LLC RELATING TO VARIOUS DEVELOPMENT ACTIVITIES IN CONNECTION WITH CERTAIN PROPERTY LOCATED IN THE CITY.

WHEREAS, Cedar Point Park LLC (the “Developer”) owns certain real property located along State Route 6 in the City (the “Property”) and determined to construct an approximately 185,000 square foot indoor sports complex with ten (10) basketball courts (convertible to twenty (20) volleyball courts), an arena with retractable seats, additional recreational facilities, a sports-medicine facility, and related improvements (the “Project”), which facility would complement the Developer’s outdoor sports complex on adjacent property; and

WHEREAS, the Developer previously requested that the City provide financial support to the Project in order to enable the Developer to enhance the sports complex and has agreed to impose minimum service payments on the Property in connection therewith; and

WHEREAS, the City determined that the Project will create jobs and employment opportunities, attract regional visitors to the City, and improve the economic and general welfare of the people of the City; and

WHEREAS, City has further determined that the roadway to be constructed by the Developer on the Property in order to provide vehicle access to the Project from State Route 6, is necessary and appropriate in connection with the development of the area and is an integral part of the Developer’s Project, and is appropriate for the roadway to be built by the Developer in order to provide the most effective and efficient vehicle access to the Project facilities; and

WHEREAS, the roadway, upon dedication to the City, also will facilitate public access to the lakeshore, and will provide necessary public utilities for properties in the area, which are all necessary for the public health, safety and welfare; and

WHEREAS, in conjunction with the foregoing activities, the City and the Developer will enter into an agreement to provide for the donation by the Developer to the City of certain real property situated along the lakeshore and adjacent to the Property, for use by the City for the construction of a public park and recreational facilities; and

WHEREAS, in order to support the Project and foster economic development, and to provide incentives to support and provide access to the future public park space, the City has determined that it is appropriate to provide funding to facilitate the Project and the City intends to issue and sell its nontax revenue bonds or notes in anticipation of bonds and to provide the proceeds of the Bonds to the Project, all in furtherance of promoting economic development in the City and providing for additional amenities and improvements in the community; and

WHEREAS, the City and Developer have spent several months negotiating the terms of the City’s support for the Project and the Developer’s obligations related thereto, which terms are contained in a project funding agreement between the City and the Developer (the “Project Funding Agreement”), NOW, THEREFORE,

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

Section 1. This Commission hereby approves the Project Funding Agreement, a copy of which is on file in the office of the Clerk of the City Commission, and the City Manager is hereby authorized to execute the Project Funding Agreement on behalf of the City in substantially the form of the Project Funding Agreement on file with the Clerk, and together with such revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this ordinance and with carrying out the City’s public purposes.

Section 2. This Commission hereby authorizes the City Manager, the Director of Law, the Director of Finance, the City Engineer, and other City officials as appropriate to prepare, execute and deliver or accept delivery of such other easements, instruments, licenses or agreements, in form satisfactory to the Director of Law, to provide such information, carry out such investigations and studies, and do such other things, as are necessary for and incidental to carrying out the requirements of this ordinance and the terms of the Development Agreement.

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

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

Section 5. This ordinance shall take effect at the earliest time permitted by law.

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

ATTEST:

\_\_\_\_\_  
KELLY KRESSER  
CLERK OF THE CITY COMMISSION

Passed: \_\_\_\_\_, 2019

## PROJECT FUNDING AGREEMENT

THIS PROJECT FUNDING AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2019, by and between the CITY OF SANDUSKY, OHIO, a municipal corporation located in Erie County, Ohio and duly organized and validly existing under the constitution and laws of the State and its Charter (“City”) and CEDAR POINT PARK LLC, a Delaware limited liability company (together with any permitted successors and assigns, “Developer” or “Owner”), under the circumstances summarized in the following recitals:

A. Pursuant to Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Act”) the City Commission of the City may describe public improvements to be made that directly benefit certain parcels of real property, declare improvements (as defined in Section 5709.40) with respect to such parcels located in the City to be a public purpose, thereby authorizing the exemption of those improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which those service payments shall be deposited; and

B. The City Commission of the City passed Ordinance No. 18-086 (the “TIF Ordinance”) on April 23, 2018, and therein designated certain parcels described therein (the “TIF Area”) to be a public purpose; and

C. The Developer owns certain real property located in the TIF Area, including the real property described in Exhibit A attached hereto (the “Property” or the “TIF Property”) and has determined to construct an approximately 185,000 square foot indoor sports complex with ten (10) basketball courts (convertible to twenty (20) volleyball courts), an arena with retractable seats, additional recreational facilities, a sports-medicine facility, and related improvements (the “Project”), which facility would complement its outdoor sports complex on adjacent property; and

D. The County of Erie, Ohio (the “County”) has encouraged the Project by contributing funds to support the design and construction of the sports complex, including through the issuance of its \$20,000,000 County of Erie, Ohio Federally Taxable Economic Developer Revenue Bonds, Series 2018 (Sports Park Project Phase II) (the “County Bonds”) and the loan of the proceeds of the County Bonds in support of the Project; and

E. The Developer has requested that the City provide financial support to the Project in order to enable the Developer to enhance the sports complex and has agreed to impose Minimum Service Payments on the TIF Property to the extent and in the manner contemplated herein; and

F. The City has determined that the Project will create jobs and employment opportunities, attract regional visitors to the City, and improve the economic and general welfare of the people of the City; and

G. The City has further determined that the roadway to be constructed by the Developer on the Property in order to provide vehicle access to the Project from State Route 6, is necessary and appropriate in connection with the development of the TIF Area and is an integral part of the Developer’s Project, and is appropriate for the roadway to be built by the Developer in order to provide the most effective and efficient vehicle access to the Project facilities.



H. The Right of Way, upon dedication to the City, will facilitate public access to the lakeshore, and will provide necessary public utilities for properties in the area, which are all necessary for the public health, safety and welfare; and

I. The City and the Developer will enter into an agreement to provide for the donation by the Developer to the City of certain real property situated along the lakeshore and adjacent to the Property, for use by the City for the construction of a public park and recreational facilities that do not compete with the Cedar Point Sports Center, including its indoor and outdoor parks.

J. The Developer has previously submitted to the City various plans and specifications for the Project, a budget of the costs of the Project, and has represented that it anticipates that the Project will be completed on or about December 31, 2019.

K. In order to support the Project and foster economic development, and to provide incentives to support and provide access to the future public park space, the City has determined that it is appropriate to provide additional funding to facilitate the Project and the City will issue and sell its nontax revenue bonds or notes in anticipation of bonds (the "Bonds") and to provide the proceeds of the Bonds to the Project, all in furtherance of promoting economic development in the City and providing for additional amenities and improvements in the community; and

L. Each of the parties hereto has full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed, has determined to enter into this Agreement, and has duly authorized the execution and delivery of this Agreement, to set forth their respective rights, duties, responsibilities, obligations and contributions with respect to the Bonds, the Project, the Statutory Service Payments, the Minimum Service Payments and the other matters set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements hereinafter contained, the parties hereto, each agrees as follows:

[Balance of Page Intentionally Left Blank]

ARTICLE I  
DEFINITIONS

Section 1.1. Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the following terms shall have the meanings set forth below:

“Agreement” this Project Funding Agreement.

“Authorized Representative” means the General Counsel or Chief Financial Officer of the Developer and any other person at the time designated to act on behalf of the Developer by written certificate furnished to the City. That certificate may designate an alternate or alternates.

“Bonds” means the bonds or other obligations issued by the City, the proceeds which shall be used to assist in financing a portion of the Project in accordance with this Agreement.

“City” means the City of Sandusky, Ohio.

“City Commission” means the City Commission of the City.

“County” means Erie County, Ohio.

“Developer” or “Owner” means Cedar Point Park LLC.

“Environmental Laws” means all federal, state and local laws, regulations, statutes, ordinances, resolutions, codes, rules, directives, administrative orders, executive orders, consent orders, regulatory guidance, policy statements, judicial orders or decrees, standards, permits, licenses or other proclamations with the force of law, or any judicial or administrative interpretation of any of the foregoing, pertaining to Hazardous Substances or to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, including all applicable legislative and administrative actions of the State, the County and the City and any agencies thereof.

“Governmental Authority” means any federal, state, county or municipal government or any political subdivision of any thereof, any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or other public body, or any court, administrative tribunal or public utility.

“Minimum Service Payments” means “the guaranteed minimum amount of payments to be made by the Owner of the MSP Property from time to time as “minimum service payment obligations” under and within the meaning of the TIF Act (ORC Section 5709.91) and required to be paid, in lieu of the applicable taxes exempted by the TIF Exemption and in consideration of the obligations undertaken by the City under this Agreement.

“Minimum Service Payment Dates” means the first day of each March and September, commencing on March 1, 2021.

“MSP Property” means the portion of the TIF Property owned by the Developer and for which the Developer pays taxes to the County.

“Permitted Encumbrances” mean those encumbrances burdening the Property and permitted under this Agreement, as detailed in Exhibit C of this Agreement.

“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, other legal entities and natural persons.

“Project” means the construction of an approximately 185,000 square foot indoor sports complex with ten (10) basketball courts (convertible to twenty (20) volleyball courts), an arena with retractable seats, additional recreational facilities, a sports-medicine facility, and related improvements.

“Project Completion”, or “completion” or “completed”, means that construction, including any punch-list items, has been completed, all related Project Costs have been paid and, the Project has received all permits or certificates of occupancy necessary for use for the intended purposes of such Project.

“Project Completion Date” means December 31, 2019.

“Right of Way” means the roadway to be constructed by the Developer on the Property in order to provide vehicle access to the Project from State Route 6.

“Statutory Service Payments” means the service payments in lieu of taxes to be paid to the City or its assigns with respect to the Improvements to the TIF Property exempted from real property taxation pursuant to the TIF Act (including ORC §5709.42) and the TIF Ordinance, and also including any related “property tax rollback payments” paid in connection with the reduction required by ORC §319.302 and any penalties and interest charged and paid in accordance with the TIF Act (including ORC §323.121(B)(1) and §5703.47).

“State” means the State of Ohio.

“Tax Year” means, with respect to any TIF Parcel, each calendar year during which the TIF Exemption is in effect for real property taxes levied in such year

“TIF Act” means Sections 5709.40, 5709.42, 5709.43, 5709.82, 5709.83 and related provisions of the Ohio Revised Code, each to the extent applicable to the TIF Exemption, as in effect at passage of the TIF Ordinance.

“TIF Exemption” means the exemption of the TIF Improvements from real property taxation pursuant to the TIF Act and the TIF Ordinance, in accordance with and subject to the terms thereof.

“TIF Fund” means the City’s Cleveland Road Area Public Improvement Tax Increment Equivalent Fund established under the TIF Ordinance and maintained in the Treasury of the City for the deposit of any Service Payments received by the City, including any accounts created therein.

“TIF Exemption Period” means the Tax Years during which the TIF Exemption is in effect for such TIF Property and, under the TIF Ordinance, means a period of thirty (30) years beginning on the earlier of Tax Year in which the value of the Improvement on the parcel exceeds \$50,000 or Tax Year 2021.

Section 1.2. Interpretation. Any reference herein to the City, or to the City Commission, or to any member 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, the TIF 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, 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 City, the Developer, any Owner. Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

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 Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)

## ARTICLE II

### REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 2.1. Representations and Covenants of the City. The City represents and covenants that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(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 which 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 knowledge of the City, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the City, and do 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) This Agreement has, by proper action, been duly authorized, executed and delivered by the City, and all steps necessary to be taken by the City have been taken to constitute this Agreement, and the covenants and agreements of the City contemplated herein, valid and binding obligations of the City, enforceable in accordance with their terms.

(e) It will do all things in its power to maintain in full force and effect its obligations under this Agreement and to assure the assumption of those obligations by any successor public body.

(f) There is no litigation pending or to its knowledge threatened against or by the City wherein an unfavorable ruling or decision would materially adversely affect the City's ability to carry out any of its obligations under this Agreement.

(g) The TIF Ordinance has been duly passed by the City Commission, not been modified or amended, is in full force and effect and is not subject to repeal by referendum.

Section 2.2. Representations, Warranties and Covenants of the Developer. The Developer hereby represents, warrants and covenants that:

(a) It is a limited liability company duly organized and validly existing under the 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 it which would impair its ability to carry out its obligations contained in this Agreement.

(c) It has full power and authority to execute, deliver and perform this Agreement and to enter into and perform the transactions contemplated hereby. To the knowledge of the Developer, that execution, delivery and performance do not and will not violate any provision of law applicable to its Operating Agreement, and do not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(d) This Agreement has, by proper limited liability company action, been duly authorized, executed and delivered by the Developer, and all steps necessary to be taken by the

(e) Developer have been taken to constitute this Agreement, a valid and binding obligation of the Developer, enforceable in accordance with its terms.

(f) There is no litigation pending or to the knowledge of the Developer threatened, wherein an unfavorable ruling or decision would materially adversely affect the Developer's ability to carry out its obligations under this Agreement.

(g) The provision of financial assistance by the City as contemplated during months of discussion and agreement, and as memorialized herein, has induced the Developer to undertake the transactions contemplated by this Agreement and has induced the Developer to make the commitments made in this Agreement, including the construction of the Project, the payment of service payments, and the payment of minimum service payments, all of which will create and preserve jobs and employment opportunities within the City and thereby improve the economic welfare of the people of the City, and will further support economic development and the general welfare of the community by improving the flow of traffic and providing greater access to recreational opportunities within the City and better public access to the waterfront.

(h) The Developer holds title to the Property free and clear of all encumbrances other than Permitted Encumbrances, maintains ownership of the Property for tax purposes, and, except with respect to any dedication of the Right of Way, Developer will keep and maintain such title free and clear of all encumbrances other than Permitted Encumbrances.

(i) The Right of Way will be completed in accordance with all requirements of the City and, pending acceptance by the City of any dedication, shall be maintained by the Developer, at its sole cost, open and available to the general public.

(j) All construction and operations undertaken by or through the Developer on the Property will comply, in all material respects, with all applicable laws, and will comply, in all respects, with each and every condition and requirement thereof, of any permits issued thereunder.

(k) The Developer shall not agree to transfer any TIF Property to any governmental entity or to any nonprofit corporation without thirty (30) days prior written notice to the City, and the prior written approval of the City.

(End of Article II)

## ARTICLE III

### PROJECT; RIGHT OF WAY; BONDS; TRAFFIC STUDY

Section 3.1. Construction of Project. The Developer hereby agrees that it shall construct, complete and dedicate the Project with all reasonable dispatch and in accordance with the following:

(a) The Developer shall construct and complete the Project in accordance with all legal requirements and the plans and specifications therefor approved by the City (as such plans and specifications may be revised with approval of the City and consistent with this Agreement), and shall use all reasonable effort to ensure completion within the timeframes required by all contractual agreements undertaken by the Developer, including its agreements with the City, and shall promptly pay all amounts due with respect to all such work, subject to its right to contest any invoices it reasonably believes should not be paid.

(b) At all times prior to the completion of the Project, including the Right of Way portion of the Project that may be dedicated to the City, the Developer shall maintain such insurance with respect to the Project and the Right of Way as is commercially reasonable.

(c) The Developer shall pay, when due, all taxes, assessments and similar impositions accruing with respect to the Project, and each parcel of real property on which any facilities included in the Project are located, at or prior to the completion, dedication and acceptance of the Project.

(d) Developer shall perform all such duties as shall be its responsibility under each contract for the construction of the Project, and the Developer shall ask, demand, sue for, levy, recover and receive all sums of money, debts and other demands whatsoever which may be due, owing and payable under the terms thereof or any other contract, order, receipt, writing and instruction pertaining to the construction, completion and testing of the Project, and shall use commercially reasonable efforts to enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto.

Section 3.2. Dedication of the Right of Way. In constructing the portion of the Project necessary to provide ingress and egress to the Project facilities, the Developer determined to construct the Right of Way and the related infrastructure improvements to provide greater public access to lakefront property adjacent to the Property. The City agrees to accept the Right of Way constituting part of the Project for dedication, and open the same as a public road, provided that the Right of Way is built consistent with City standards for public roadways. The Developer shall take all steps necessary to ensure the dedication and acceptance of the Right of Way, but the City shall not be obligated to accept the Right of Way for dedication if the Right of Way is not built to City standards, as determined by the City in its sole discretion.

### Section 3.3. Property Donation; Infrastructure and Easements.

(a) On or about the date of this Agreement, the City and the Developer will enter into a Donation Agreement, wherein the Developer will convey certain real property situated along the lakefront and adjacent to the Property (the "Lakefront Property") to the City at no cost, for use by the City as part of its plans for a public park and recreational trails and facilities, which project is currently referred to as "The Landing". The Donation Agreement will provide for limitations on the City's use of the Lakefront Property.

(b) Upon completion of the Project, the Developer shall dedicate to the City certain gas lines, water lines, sewer and storm sewer, electric and telecom conduit, fiber optics, lighting

and green infrastructure, together with an easement to the City to maintain those dedicated infrastructure improvements and any other necessary easements related thereto, which infrastructure is intended to service The Landing property.

Section 3.4. Issuance of Bonds; Disposition of Proceeds.

(a) Based on the representations, warranties and covenants of the Developer herein, and subject to the conveyance of the Lakefront Property to the City, the City agrees to issue, sell and deliver the Bonds to assist in financing a portion of the costs of the Project in accordance with this Agreement. Subject to the CIC Approval, and pursuant to the ordinance of the City authorizing the issuance of the Bonds, the City will issue the Bonds in the amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) and deposit the proceeds of the Bonds (the "Proceeds") in the appropriate fund of the City.

(b) Proceeds of the Bonds shall be paid to the Developer, in one or more installments, upon receipt from the Developer of evidence, satisfactory to the City, of the payment of Project Costs, including costs incurred directly or indirectly for or in connection with the construction of the Project, 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 required in connection with the construction and completion of the Project and any necessary title work.

(c) No disbursement shall be paid to the Developer for any Project Costs that formed the basis for any previous disbursement from Bond proceeds or from proceeds of the County Bonds.

(d) Developer shall request such payment by delivering to the City a disbursement request in substantially the form included as Exhibit D hereto.

Section 3.5. Traffic Study. Not later than five (5) years following the Project Completion Date, the City will undertake a traffic study to determine if additional traffic signalization is required along Route 6 near the Project. The City and the Developer hereby agree that the Developer shall pay fifty percent (50%) of the costs of the traffic study, up to a maximum-not-exceed amount of \$30,000, not payable from other governmental sources, such amount to be reimbursed to the City not later than thirty (30) days following its receipt of an invoice from the City. The City and the Developer further agree that the Developer shall pay fifty percent (50%) of the costs, up to a maximum-not-exceed amount of \$200,000 of all public improvements recommended by the traffic study and undertaken by the City within five years of completion of the traffic study, such amount to be reimbursed to the City not later than thirty (30) days following its receipt of an invoice from the City.

(End of Article III)



## ARTICLE IV

### DEVELOPMENT AND SERVICE PAYMENT COVENANTS; OTHER PAYMENTS

#### Section 4.1. Development Covenants.

(a) Project; Completion. Developer represents and warrants to (and to the extent applicable covenants with) the City, that (i) Developer has contracted with Mosser Construction, Inc. to construct the Project, (ii) the cost of the Project will equal or exceed \$28 million, (iii) the Project is expected to be completed and delivered, at or prior to the Project Completion Date and, upon that completion, the Developer shall certify such completion to the City, (iv) all costs of the Project will be paid from sources available to Developer, including proceeds available under this Agreement, (v) the Project shall conform to the descriptions thereof set forth herein and shall be constructed in accordance with all legal requirements, including all applicable Environmental Laws, legal requirements of the City and requirements of any other Governmental Authority having jurisdiction.

(b) TIF Exemption Applications. The Developer shall timely prepare and file or cause to be prepared, signed and filed, in cooperation with the City, the necessary application and supporting documents to obtain the TIF Exemption from real property taxation for the Improvements to the TIF Property authorized by the TIF Act and the TIF Ordinance to enable the Treasurer of the County, or his designee, to collect Statutory Service Payments thereunder and to disburse such payments to or for the account of the City for deposit into the TIF Fund in accordance herewith. The City will cooperate with the Developer and the Owners in connection with the preparation and filing of the required exemption applications, the City is hereby specifically authorized to file such exemption applications on behalf of and “with consent” of the Owner for purposes of Revised Code Section 5709.911(B) in the event that such applications are not filed by December 31, 2019, and Owner agrees to sign the TIF Exemption application as to such consent upon request of the City, or to sign any necessary written consent of the property owner subsequent to approval of the TIF Exemption by the tax commissioner.

(c) TIF Exemption Notice. Upon receipt of notice of the approval of the TIF Exemption with respect to the TIF Property, the Owner thereof shall prepare and file the notice required under Revised Code Section 5709.911(C) and, if not so filed by the Owner, the City shall have the absolute right to prepare and file such notice with respect to the TIF Property for which the TIF Exemption is approved.

#### Section 4.2. Statutory Service Payments; Minimum Service Payments.

(a) Statutory Service Payments. The Developer, as the initial Owner of the TIF Property, hereby covenants with the City, that during the TIF Exemption Period applicable to the TIF Property, the Owners shall make (or cause to be made) to, or for the account of the City, the Statutory Service Payments in lieu of and in amounts equal to the amount of real property taxes which would be payable with respect to the Improvements to the TIF Property but for the TIF Exemption. It is intended and agreed that the covenants provided in this Section shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by, the City against the Owner and its successors in interest, to all of the Property or any part thereof or interest therein, including, without limitation, any grantee in a conveyance of Property or any part thereof through judicial process, whether or not this Agreement remains in effect or whether or not such provision is included by the Owner in any succeeding deed by the Owner to its successors in interest to the Property. It is further intended and agreed that these agreements and covenants shall remain in

effect for the full period of exemption permitted in accordance with the requirements of the TIF Act and the TIF Ordinance.

The obligation to make the Statutory Service Payments shall run with the land and, if and to the extent all or any portion of the TIF Property is transferred by an Owner, the prior Owner shall have no further obligation to make (or cause to be made) such Statutory Service Payments if, and to the extent that, such prior Owner is no longer the Owner of the applicable portion of the TIF Property; *provided*, that the obligation to make Statutory Service Payments shall be prorated for the period through the date of transfer of title to the TIF Property (or, as applicable, a portion thereof). The Statutory Service Payments shall be made semiannually to the Treasurer of the County, or to the designated agent of the Treasurer of the County for collection of the Statutory Service Payments, on or before the date on which real property taxes would otherwise be due and payable. The Statutory Service Payments are to be delivered to the City at the same time or times as real estate taxes would be delivered to the City and other taxing districts but for the TIF Exemption.

Any late Statutory Service Payments shall include interest and penalties at the same rate and in the same amount and payable at the same time as applies with respect to delinquent real property taxes. The Statutory Service Payments anticipated to be received by the City with respect to the Improvements, are expected to be at least \$550,000 per year, and the Developer represents and warrants to the City that it has considered this projection and that, as of the date of this Agreement, it knows of no reason why the Statutory Service Payments received from the Project will not be in amounts at least equal to the Statutory Service Payments projected.

(b) Minimum Service Payments. In addition to the Statutory Service Payments payable with respect to the TIF Property pursuant to Section 4.2(a) hereof, the Owners shall pay the Minimum Service Payments due and payable on the Minimum Service Payment Dates. Such Minimum Service Payments shall be established through the imposition on the MSP Property of the Minimum Service Amounts payable annually with respect to such MSP Property in the total amount of \$550,000, with each semiannual Minimum Service Payment being equal to \$275,000 LESS a credit of up to \$275,000 for the amount of Statutory Service Payments paid with respect to the MSP Property for such semiannual period.

*For example: If the amount of Statutory Service Payments received for a semi-annual period is equal to \$250,000, then the amount of Minimum Service Payments payable for such period shall be \$25,000 (i.e. \$275,000 LESS a credit of \$250,000). Similarly, if the amount of Statutory Service Payments received for a semiannual period is equal to \$300,000, then the amount of Minimum Service Payments payable for such period is \$0 (i.e. \$275,000 LESS a credit of \$275,000).*

(c) All Minimum Service Payments shall be due and payable on the Minimum Service Payment Dates without the need for an invoice or any other notice and shall be paid directly to the City. All Minimum Service Payments shall constitute “*minimum service payment obligations*” under Revised Code Section 5709.91 and, accordingly, shall be secured by the tax lien referred to therein.

(d) Priority. All covenants set forth in Section 4.1 or in this Section 4.2 shall be covenants running with the land of the TIF Property to which they apply and shall have priority over any other lien or encumbrance on the applicable TIF Property, having the status of a tax lien in accordance with Revised Code Section 5709.91 and subject only to the exceptions applicable to such tax liens and any other exceptions specifically agreed to in writing by the City (“Permitted Exceptions”). The Parties each specifically acknowledge and agree that the Statutory Service Payments and Minimum Service Payments are intended to have the same lien rights as real estate taxes, pursuant to Revised Code Section 5709.91, and the same priority. Each of the

Parties (for themselves and their respective successors and assigns, including the Owners) covenant and agree not to contest the lien rights or priority of the Statutory Service Payments or the Minimum Service Payments with respect to the TIF Property and agrees that such covenant is intended to be a covenant running with the land.

(e) Transfers of TIF Property. It is intended and agreed, and it shall be so provided in any future deed conveying any TIF Property or any portion thereof or interest therein, that the covenants provided in this Section shall, for the term of this Agreement, be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of, and in favor of and enforceable by, the City, whether or not such provision is included in any succeeding deed to any successor and assign as Owner of all or any portion of any such TIF Property (except any portion of the TIF Property that may constitute a public right of way). Without limiting the generality of the foregoing, the Owners shall (i) include in any purchase agreement relating to that conveyance, and in any deed or other instrument conveying the property, an express requirement that the purchaser of such property (A) agree to fully pay all such Statutory Service Payments and any Minimum Service Payments, and (B) comply with each and every covenant running with the land under this Agreement, and (ii) shall include in the deed or other instrument conveying that property a requirement that the purchaser, and any successor purchaser, include the covenant described in clause (i) of this paragraph in any future purchase agreement relating to, and any deed or other instrument conveying title to, such property.

(f) Delinquency. In the event that any Statutory Service Payment or Minimum Service Payment, or any installment thereof, is not paid when due, to the extent that the County does not impose a late fee or delinquency charge, the City may impose and collect a late payment charge, in the amount of the charges for late payment of real property taxes, including penalty and interest that would have been payable pursuant to Revised Code Section 323.121 on the delinquent amount.

(End of Article IV)

## ARTICLE V

### ADDITIONAL AGREEMENTS AND COVENANTS

#### Section 5.1. Indemnification by Developer.

(a) Except as otherwise specifically provided herein, the Developer releases the City from, agrees that the City shall not be liable for, and hereby indemnifies the City against, all liabilities, claims, costs and expenses imposed upon, incurred or asserted against the City 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 construction of the Project; (ii) any breach, default or other failure of compliance on the part of the Developer in the performance of any covenant, obligation or agreement of the Developer under this Agreement, or any act or failure to act by the Developer, or any of its agents, contractors, servants, employees or licensees; (iii) any failure of compliance with Ohio Revised Code Chapter 4115 with respect to the Project; (iv) any action taken or omitted to be taken by any of the City pursuant to the terms of this Agreement, or any other related instrument or document, if such action is taken or omitted to be taken by the City at the request of or with the consent of the Developer; and (v) any claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii) or (iv) above; *provided, that* nothing herein shall be deemed to indemnify, or require the Developer to indemnify, the City for liabilities, claims, costs and expenses determined, in a final non-appealable adjudication, to have been imposed upon, incurred or asserted against the City as a result of its own gross negligence or willful misconduct.

(b) In case any claim or demand is at any time made, or action or proceeding is brought, against the City in respect of which indemnity may be sought under this Section, the City promptly shall give notice of that action or proceeding to the Developer, and upon delivery of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of the City to give that notice shall not relieve the Developer from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Developer. At its own expense, an indemnified party may employ separate counsel and participate in the defense. The Person seeking indemnity agrees to fully cooperate with the Developer and lend the Developer such assistance as the Developer shall reasonably request in defense of any claim, demand, action or proceeding.

(c) Nothing in this Agreement is meant to release, extinguish or otherwise alter or interfere with any rights which the City may now or hereafter have against the Developer or any other person for any environmental liabilities as a result of the Developer's former, present or future ownership, occupancy or use of or interest in, any real property included in or in the vicinity of the Project.

(d) The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers and employees of the City, as applicable, and their successors and assigns. That indemnification is intended to and shall be enforceable thereby to the full extent permitted by law and shall survive the termination of this Agreement.

Section 5.2. Assignment by Developer. The Developer may not assign its obligations hereunder except to (i) an affiliate or division under common control, affiliation, or ownership provided that such person or entity assumes and agrees in writing to keep and perform all of the obligations of the Developer hereunder, or (ii) in the event of a consolidation or merger of Developer with or into another person or entity or a reorganization or a sale of all or substantially all of the assets of Developer to such other person or entity; provided that such

person or entity assumes and agrees in writing to keep and perform all of the obligations of Developer hereunder.

(a) Any assignee shall assume in writing, for the benefit of the City, the obligations of the Developer hereunder;

(b) The Developer shall, at least thirty (30) days prior to the date of execution thereof, furnish or cause to be furnished to the City, a copy of the proposed form of each such assignment together with the proposed form of instrument of assumption; and

(c) The Developer shall within thirty (30) days subsequent to the execution thereof, furnish or cause to be furnished to the City, a true and complete copy of each such assignment together with the instrument of assumption.

Anything herein to the contrary notwithstanding: any assignment permitted hereunder, including any assignment with consent and any assignment to an Affiliate of the Developer shall be in writing accompanied by a written assumption by the assignee, for the benefit of the City Parties, of the obligations of the Developer hereunder.

Section 5.3. Developer to Maintain Existence; Sales of Assets or Mergers. Prior to the Project Completion Date, and so long thereafter as any Affiliate of the Developer shall remain the Owner of any portion of the Property, the Developer shall do all things necessary to preserve and keep in full force and effect its existence, rights and franchises. In particular, prior to the Project Completion Date, the Developer shall not (a) sell, transfer or otherwise dispose of all, or substantially all, of its assets; (b) consolidate with or merge into any other entity; or (c) permit one or more other entities to consolidate with or merge into it; provided, that such restriction shall not apply with respect to a sale, transfer, disposition, consolidation or merger with any Affiliate of the Developer controlled in substantially the same manner as the Developer; *provided, that* nothing in this Section shall impair the right of the Developer to transfer any portion of the Consolidated Development Site for development in accordance with the Development Agreement and applicable requirements of Article IV of this Agreement.

Section 5.4. Marketing and Related Matters. The Developer and the City agree that the Developer will provide to the City, at no cost to the City, the following marketing opportunities:

- (a) For a period of thirty years commencing in May 2020, Developer shall provide in-kind marketing support for the City as part of its public-service program, by displaying messages on Cedar Fair FunTV (or for purposes of this Section any successor technology to FunTV), that raise awareness about Greater Sandusky in general and the City of Sandusky in particular.
  1. Developer shall display these promotional messages on FunTV at Cedar Point, Cedar Point Shores and Waterpark, all other Sandusky area properties that have FUNTV, Kings Island, Michigan's Adventure, Dorney Park & Wildwater Kingdom, and Canada's Wonderland during the five-year term of this Section.
  2. The City shall produce the messages and be responsible for the cost of production. Developer will display the messages on FunTV at no cost to the City.

3. After thirty years, the parties shall assess the in-kind value of FunTV to the City and negotiate for the extension, modification, or termination of this clause.
- (b) At Cedar Point Sports Center (indoor and outdoor):
    - (i) Inclusion in player bags;
    - (ii) Static or digital messaging on kiosks (of comparable size to the City's downtown kiosk) in Sandusky-area locations, including both indoor and outdoor facilities at Cedar Point Sports Center;
    - (iii) Inclusion on websites as a partner to visit;
    - (iv) Space to stock material at Sandusky-area locations, as available.

The City marketing materials may include materials produced in conjunction with a City partner (e.g. Lake Erie Shores & Islands). Although the presentation and distribution of such marketing materials will be at no cost to the City, the cost of producing the marketing materials shall be the responsibility of the City and/or its regional partners.

The placement and frequency of the advertising and marketing materials shall be determined in the sole discretion of Developer after consultation with the City.

(End of Article V)

## ARTICLE VI

### EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default. Each of the following shall be an Event of Default:

(a) Any representation or warranty made by the City shall, at any time, prove to have been false or misleading in any material respect when made or given;

(b) Any representation or warranty made by the Developer herein, or in any other instrument, report, certificate or financial statement furnished in connection with the execution and delivery of this Agreement, at any time, prove to have been false or misleading in any material respect when made or given;

(c) The Developer shall fail to observe and perform any agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of thirty (30) days after written notice thereof shall have been given to the Developer by the City, or for such longer period as the City may agree to in writing; provided, 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 Developer institutes curative action within the applicable period and diligently pursues that action to completion; or

(d) The Developer shall: (i) admit in writing its inability to pay its debts generally as they become due, (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect, (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety (90) days, (iv) make an assignment for the benefit of creditors, or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

Notwithstanding the foregoing, if, by reason of Force Majeure, the City or the Developer is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under this Section 7.1, neither the City nor the Developer shall be deemed in default during the continuance of such inability. The term Force Majeure shall mean, without limitation, the following: (i) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or (ii) any other cause, circumstance or event not reasonably within the control of the City or the Developer, as applicable.

The declaration of an Event of Default 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.

Section 6.2. 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) In the event of any default by the Developer prior to the disbursement of proceeds of the Bonds, the City may refuse to process a request for the disbursement of Bond proceeds pursuant to Section 3.4 hereof;

(b) In the event of any default by the Developer, the City may, on reasonable notice and at reasonable times, have access to, inspect, examine and make copies of the books, records, accounts and financial data of the defaulting party (or parties) pertaining to the Statutory Service Payments, the Minimum Service Payments, and the Project; and

(c) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement.

Section 6.3. No Remedy Exclusive. No remedy 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 hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4. No Waiver. No failure by the City to insist upon the strict performance by the Developer of any provision hereof shall constitute a waiver of their 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 Developer to observe or comply with any provision hereof.

Section 6.5. Right of City to Enforce Developer Covenants. If the Developer shall fail to observe and perform any obligation, agreement, term or condition contained in this Agreement and applicable to the Developer, the City shall have the right to pursue all remedies now or hereafter existing at law or in equity to enforce the performance and observance of any such obligation or agreement hereunder or thereunder against the defaulting party (or parties), subject to the cure and Force Majeure provisions set forth herein or therein. The foregoing rights of the City included in this Article VI are supplemental to, and not in derogation of any and all other rights of the City against the Developer, and nothing herein is intended to restrict, in any manner, the right and authority of the City to enforce the performance and observance of any obligations of the Developer to the City under any other instrument of agreement between the Developer and the City.

(End of Article VI)



## ARTICLE VII

### MISCELLANEOUS

Section 7.1. Term of Agreement. This Agreement shall be and remain in full force and effect from the date hereof until one year following the end of the Exemption Period, unless earlier terminated by an instrument executed and delivered by the City; provided, that the obligations of the Developer under Section 5.1 hereof shall survive any termination of this Agreement insofar as it relates to causes or events occurring on or prior to the date of termination of this Agreement.

Section 7.2. Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to:

As to the City: City Sandusky, Ohio  
240 Columbus Avenue  
Sandusky, Ohio 44870  
Attention: City Manager

With a copy to: Squire Patton Boggs (US) LLP  
4900 Key Tower  
127 Public Square  
Cleveland, Ohio 44114  
Attention: Catherine C. Tompkins

As to the Developer: Cedar Point Park LLC  
One Cedar Point Drive  
Sandusky, Ohio 44870  
Attention: Executive Vice President and General Counsel

With a copy to: Berns, Ockner & Greenberger, LLC  
3733 Park East Drive, Suite 200  
Beachwood, Ohio 44122  
Attention: Majeed G. Makhoulouf

Any such Person, by notice given hereunder to the others, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notices, certificates or requests or other communications are unable to be given by the required class of mail, any notice required to be mailed by the provisions of this Agreement shall be given in such other manner as in the judgment of the Person giving the notice shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of this Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the applicable delivery service.

Section 7.3. Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the City contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, official, agent or employee of the City or the City Commission, in other than his official

capacity; and none of the members of the City Commission, nor any official 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 City contained in this Agreement. No covenant, obligation or agreement of the Developer under this Agreement, shall be deemed to be a covenant, obligation or agreement of any present or future officer, member, manager, agent or employee of the Developer and, except to that extent no such officer, member, manager, agent or employee shall be liable personally on this Agreement, or otherwise be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the Developer herein.

Section 7.4. Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the City, the Developer, and their respective permitted successors and assigns. This Agreement may be enforced only by the parties hereto and their respective successors and permitted assignees, and others who may, by law, stand in their respective places.

Section 7.5. Execution Counterparts. This Agreement may be executed in counterpart and in any number of counterparts, each of which shall be regarded as an original and all of which together shall constitute but one and the same instrument.

Section 7.6. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein 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 herein. That 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.

Section 7.7. Governing Law. This Agreement and the rights and obligations of the parties hereunder, shall be governed by the substantive laws of the State of Ohio, without regard to choice of law principles, and no action may be brought with respect to this Agreement, except in a federal or state court located in Erie County, Ohio, it being understood and agreed that, as a result of the location of the Project and each of the parties within Erie County, Ohio, any other forum is and, so long as this Agreement is in effect, will be inconvenient to all of the Parties.

(End of Article VII)

IN WITNESS WHEREOF, the City and the Developer have each caused this Project Funding Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

Approved as to form and correctness:

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
Trevor Hayberger, Law Director

By: \_\_\_\_\_  
Eric Wobser, City Manager

CEDAR POINT PARK LLC

By: \_\_\_\_\_  
Brian C. Witherow, Executive Vice  
President and Chief Financial Officer

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF ERIE                )

Before me, a Notary Public in and for said County and State, personally appeared Eric Wobser, the City Manager of the City of Sandusky, Ohio, who acknowledged that he signed the foregoing Project Funding Agreement as that official of said municipal corporation, and that the same is his free act and deed as such official and the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Sandusky, Ohio, on this \_\_\_\_ day of \_\_\_\_\_, 2019.

SEAL

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF ERIE                )

Before me, a Notary Public in and for said County and State, personally appeared Brian C. Witherow, the Executive Vice President and Chief Financial Officer of Cedar Point Park LLC, a Delaware limited liability company, who acknowledged that he signed the foregoing Project Funding Agreement as that officer of Cedar Point Park LLC on behalf such limited liability company, and that the same is his act and deed as such officer and the free act and deed of each such limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Sandusky, Ohio, on this \_\_\_\_ day of \_\_\_\_\_, 2019.

SEAL

\_\_\_\_\_  
Notary Public

CITY FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City under the foregoing Project Funding Agreement hereby certifies that any monies required to meet the obligations of the City during the year 2019 under the foregoing Agreement have been lawfully appropriated for that 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 Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Sally Martin, Interim Director of Finance

## EXHIBIT A

### PROPERTY

The Property consists of the portion of the following real property that is located in the City of Sandusky, Ohio:

Situated in the State of Ohio, County of Erie, part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, part of the northeast part of the 860 Acre Tract in section 2 of Perkins Township, also being part of those lands of Cedar Point Park, LLC, RN 201506962, all references herein to the records of the Erie County Recorder, and being more particularly described as follows:

Beginning, for reference, at a 1/2" iron rod found at the intersection of the northerly right-of-way line of Cleveland Road (U.S. 6) (50 feet in width) with the southerly corporation line of the City of Sandusky, the same being the northerly line of Perkins Township and the **TRUE POINT OF BEGINNING** for this description;

1. thence, South 87°04'23" East with the southerly corporation line of the City of Sandusky and the northerly line of Perkins Township, a distance of 35.68 feet to a 1/2" iron rod found in the northerly right-of-way of Cleveland Road (U.S. 6) (68 feet in width);
2. thence, North 56°46'37" West with said right-of-way line, a distance of 8.93 feet to a 5/8" iron rod set;
3. thence, North 12°32'00" East through aforementioned lands of Cedar Point Park, LLC, a distance of 871.97 feet to a 5/8" iron rod set;
4. thence, North 87°07'14" East through said lands, a distance of 810.75 feet to a 5/8" iron rod set;
5. thence, South 2°37'29" East through said lands, a distance of 460.53 feet to a 5/8" iron rod set, passing at a distance of 105.95 feet a 5/8" iron rod set;
6. thence, South 18°26'20" West through said lands, a distance of 186.80 feet to a 5/8" iron rod set;
7. thence, South 2°37'29" East through said lands, a distance of 565.41 feet to a 5/8" iron rod set;
8. thence, South 33°13'23" West through said lands, a distance of 299.24 feet to a 5/8" iron rod set in the northerly line of Cleveland Road (U.S. 6) (50 feet in width);
9. thence, North 56°46'37" West with said right-of-way line, a distance of 1017.35 feet to the point of beginning for this description, containing 25.0291 acres of land (of which 6.4331 acres is in Perkins Township and 18.5960 acres is in the City of Sandusky), more or less, subject to legal highways and easements of record.

EXHIBIT B

[RESERVED]



## EXHIBIT C

### PERMITTED ENCUMBRANCES

1. Phase II Ground Lease Agreement by and between Cedar Point Park, LLC, as Lessor, and County of Erie, Ohio, as Lessee, dated as of April 1, 2018.
2. Phase II Lease and Conveyance Agreement by and between County of Erie, Ohio, as Lessor, and Cedar Point Park, LLC, as Lessee, dated as of April 1, 2018.
3. Lease by and between Cedar Point Park, LLC, as Lessor, and Firelands Regional Health System, Inc., as Lessee, dated as of May \_\_\_, 2018.
4. Any amendments to the foregoing leases.
5. Utility easements.
6. Public rights of way.

EXHIBIT D

**DISBURSEMENT REQUEST FORM**

STATEMENT REQUESTING AND AUTHORIZING DISBURSEMENT OF FUNDS TO PAY PROJECT COSTS OF THE PROJECT PURSUANT TO SECTION 3.4 OF THE PROJECT FUNDING AGREEMENT DATED AS OF \_\_\_\_\_, 2019 BY AND BETWEEN THE CITY OF SANDUSKY, OHIO AND CEDAR POINT PARK LLC.

Pursuant to Section 3.4 of the Project Funding Agreement dated as of \_\_\_\_\_, 2019 by and between the City of Sandusky, Ohio (“City”) and Cedar Point Park LLC (“Developer”), the undersigned Authorized Representative of the Developer hereby requests the City to pay to the Developer, or to the Person(s) listed on the Disbursement Schedule attached hereto, out of the proceeds of the Bonds, the aggregate sum of \$\_\_\_\_\_ to pay or reimburse such Person(s), or to enable the Developer to pay or reimburse such Person(s), for the items listed in the Disbursement Schedule.

In connection with the foregoing request and authorization, the undersigned Authorized Representative hereby certifies, on behalf of the Developer, that:

- (a) Each item for which disbursement is requested hereunder is properly payable in accordance with the terms and conditions of the Project Funding Agreement and none of those items has formed the basis for any disbursement heretofore made from the Bond proceeds, the County Bonds, or from any other source.
- (b) Each such item is or was necessary in connection with the construction, improvement, installation, equipping, development, design, architecture, engineering or testing (“construction”) of the Project in accordance with the Project Funding Agreement.
- (c) The statements herein and in all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth therein and shall constitute full warrant, protection and authority to the City for any actions taken pursuant hereto.

This \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

CEDAR POINT PARK LLC

\_\_\_\_\_  
Authorized Representative

DISBURSEMENT SCHEDULE

REQUESTING, APPROVING AND AUTHORIZING DISBURSEMENT OF FUNDS TO PAY PROJECT COSTS OF THE PROJECT PURSUANT TO SECTION 3.4 OF THE PROJECT FUNDING AGREEMENT DATED AS OF \_\_\_\_\_, 2019 BY AND BETWEEN THE CITY OF SANDUSKY AND CEDAR PARK LLC.

PAYEE

AMOUNT

PURPOSE



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## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Joshua Snyder, P.E.

Date: November 13, 2019

**Subject: Commission Agenda Item – Storm Sewer Easement on Parcel Number 60-00505.000  
5305 McCartney Road, Grant Collier & Sarah Cullen**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of an easement to upgrade an existing storm sewer conduit and related structures, in addition, to access to clear and grade the mixed ditch.

**BACKGROUND INFORMATION:** As part of the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project, the City will be upgrading the existing storm sewer system along McCartney Rd. to release more storm sewer flow into the “Mixed ditch”, which releases into Sandusky Bay.

Furthermore, the property owners of parcel number 60-00505.000, 5305 McCartney Rd, Grant Collier & Sarah Cullen, have agreed to grant a permanent Storm Sewer Easement allowing the City to install, inspect, maintain, repair and/or replace the storm sewer conduit and related structures and for access to clear and grade the “Mixed ditch”, including the right to ingress to and egress from and over their property to perform such work.

Attached to the legislation is the easement document fully executed by the property owners and the legal description for the storm sewer easement.

**BUDGETARY INFORMATION:** The City will pay to the property owners, Grant Collier and Sarah Cullen an amount not to exceed \$9,950.00, which will be paid through the Sewer Fund. This agreed upon amount is fair, and is less than both appraisals by Mr. Collier’s and the City’s real estate appraisers.

**ACTION REQUESTED:** It is recommended that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the easements can be recorded immediately, as the easement is required to move forward with the storm sewer work on the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron M. Klein, P.E.  
Director

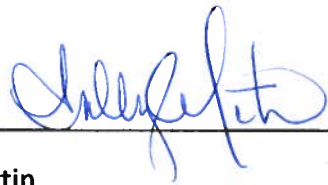
cc: K. Kresser, Commission Clerk; S. Martin, Acting-Finance Director; T. Hayberger, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Grant Collier & Baran Cullen - Easement

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.

Dated: November 20, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A PERPETUAL EASEMENT GRANTED TO THE CITY FOR A STORM SEWER FOR THE MCCARTNEY ROAD RECONSTRUCTION, STORM SEWER AND STORM PUMP STATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, as part of the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project, the City will be upgrading the existing storm sewer system along McCartney Road to release more storm sewer flow into the “mixed ditch”, which releases into Sandusky Bay; and

**WHEREAS**, a permanent easement is necessary for the project and the property owners of Parcel No. 60-00505.000, located at 5305 McCartney Road, have agreed to grant to the City a permanent storm sewer easement to install, inspect, maintain, repair and/or replace the storm sewer conduit and related structures and for access to clear and grade the mixed ditch including the right of ingress to and egress from and over the property; and

**WHEREAS**, approval is being requested in companion legislation to award a contract to Great Lakes Demolition Company, LLC, of Vickery, Ohio, in the amount of \$1,565,540.55 and to approve a Cooperative Agreement with the Ohio Water Development Authority (OWDA) to finance the cost of construction for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the easement to be recorded immediately and allow the City to proceed with installing the storm sewer for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project; 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 approves the Perpetual Easement granted to the City for a Storm Sewer for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project, a copy of which is attached, marked Exhibit “1” and is specifically incorporated if fully rewritten herein.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019

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PERPETUAL EASEMENT

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**KNOW ALL PERSONS BY THESE PRESENTS:** That, **Grant Collier** and **Sarah Cullen**, husband and wife, herein referred to as the Grantors, whose tax mailing address is 5305 McCartney Road for and in consideration of the sum of Nine Thousand Nine Hundred and Fifty dollars (\$9,950.00) and other good and valuable consideration paid by the City of Sandusky (herein referred to as the Grantee), a Municipal Corporation organized under the Laws of Ohio, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio, the receipt and sufficiency of said consideration is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns forever, a perpetual alienable Easement to have access for the installation, inspection, maintenance, repair, and/or replacement of the storm sewer conduit and related structures and for access to clear and grade the mixed ditch including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

**SEE ATTACHED "LEGAL DESCRIPTION," INCORPORATED HERETO.**

The Grantors claim title to the above described property by virtue of an instrument recorded with the Erie County Recorder in RN 201707998 and the current Permanent Parcel Number is 60-00505.000

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, their executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of inspection or other proper and allowed acts as stated above, said damages include but are not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential.

**TO HAVE AND TO HOLD** said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever.

The Grantors and signatories hereto, hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same; that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.



IN TESTIMONY WHEREOF, Grant Collier, the Grantor, have executed this Perpetual Easement this 7<sup>th</sup> day of October, 2019.

[Signature]  
Grant Collier

IN TESTIMONY WHEREOF, Sarah Cullen, the Grantor, have executed this Perpetual Easement this 7<sup>th</sup> day of October, 2019.

[Signature]  
Sarah Cullen

STATE OF OHIO        }  
                                  }  
                                  }        ss:  
COUNTY OF ERIE     }

Before me a Notary Public in and for said County, personally appeared the above-named proper signatory for the Grantors, who acknowledged they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7<sup>th</sup> day of October, 2019.

[Signature]  
Notary Public

My Commission expires: 1/27/2023

**THIS INSTRUMENT PREPARED BY:**  
Trevor M. Hayberger  
City of Sandusky Law Director  
240 Columbus Avenue  
(419) 627-5852



KEILY A WILSON  
Notary Public  
State of Ohio  
My Commission Expires 1/27/2023

**LEGAL DESCRIPTION  
EASEMENT IN LANDS OF COLLIER**

Situate in the State of Ohio, County of Erie, City of Sandusky, part of Outlot 22, Section 2, Margareta Annexation, and being an easement within lands of Grant Collier, RN 201707998, all references herein to the records of the Erie County Recorder, and being more particularly bounded and described as follows;

Beginning at a 1 ½ inch diameter iron pipe found in the west line of Outlot 22 of the Margareta Annex at the north right-of-way line of McCartney Road (50 feet in width) and in the easterly line of lands of Thomas C. Schlacter, RN 200613892, and the **TRUE POINT OF BEGINNING** for this description;

1. Thence, N 2°58'45" E with the west line of Outlot 22, a distance of 525.08 feet to a point;
2. Thence, S 56°07'15" E with lands of Sue Ann Claus, RN 201006746, a distance of 46.61 feet to a point;
3. Thence, S 2°58'45" W through said lands of Collier, a distance of 350.14 feet to a point;
4. Thence, N 88°27'15" W through said lands, a distance of 20.00 feet to a point;
5. Thence, S 2°58'45" W through said lands, a distance of 150.86 feet to a point in the north right-of-way line of McCartney Road;
6. Thence, N 85°59'11" W with said right-of-way line, a distance of 20.00 feet to the point of beginning, containing 0.402 acres of land (17511 square feet).

This description was prepared by John Hancock, P.S. No. 6918 from a survey conducted in March, 2019. Bearings herein are based on Ohio State Plane Coordinate System, NAD '83 (2011).

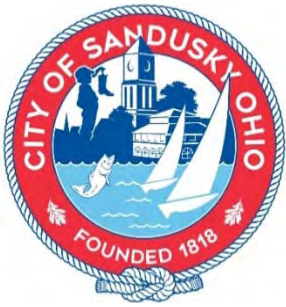
John Hancock & Associates, Inc.

  
John Hancock, P.S.

Date: MARCH 27, 2019

File: 270219collier\_ease





240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Joshua Snyder, P.E.

Date: November 13, 2019

**Subject: Commission Agenda Item – Award the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project to Great Lakes Demolition Company, LLC of Vickery, Ohio.**

**ITEM FOR CONSIDERATION:** Legislation awarding a contract to Great Lakes Demolition Company, LLC of Vickery, Ohio for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project.

**BACKGROUND INFORMATION:** This project includes new storm drainage sections including piping, additional catch basins and underdrains along most of the roadway, ditch clearing and a new pump station that will pump-down the ditches (located south of Barrett Road and north of McCartney Road) to the bay.

In addition to this work, a new culvert will be installed under Barrett Road. The new culvert will include a backflow device to control water levels in the ditch between Barrett Rd. and McCartney Roads when the bay level becomes elevated, which will prevent back-water conditions in to the McCartney Road storm system.

Once all of the underground utilities are installed, the street will be reconstructed with a new stone base and asphalt driving surface. The new storm sewer will be located under the pavement area. With this additional work within the pavement area, it was determined that a full-depth pavement replacement would provide the most longevity in this situation. This project also includes the resurfacing of Ward Street, Church Street and the north section of Niagara Street.

A total of seven bids were received on Thursday, October 31, 2019 at a formal public bid opening:

Vernon Nagel Inc. Napoleon, OH 100% Bid Bond	Bid	\$1,774,809.30
Eclipse Co. Chagrin Falls, OH 100% Bid Bond	Bid	\$1,829,776.07
Buckeye Excavating & Construction Chagrin Falls, OH 100% Bid Bond	Bid	\$1,691,617.00
Underground Utilities, Inc. Monroeville, OH 100% Bid Bond	Bid	\$1,664,956.40

Fabrizi Trucking & Paving Co. Inc. Middlesburg Hts, OH 100% Bid Bond	Bid	\$1,817,458.71
Driven Excavating, LLC Shelby, OH 100% Bid Bond	Bid	\$1,610,499.27
<b>Great Lakes Demolition Company, LLC</b> <b>Vickery, OH</b> <b>100% Bid Bond</b>	<b>Bid</b>	<b>\$1,565,540.55</b>

The engineer's estimates for the project was \$1,708,195.65  
The contractual schedule for completion of construction is July 17, 2020.

**BUDGETARY INFORMATION:** The estimated cost of the project based on the construction bid, design, legal advertisement, and miscellaneous expenses is \$1,680,739.15, which will be funded by \$175,000.00 to be paid with Issue 8 funds from the Capital Projects Fund, \$175,000.00 to be paid with Ohio Public Works Commission (OPWC) loan funds, \$17,220.03 to be paid with Sewer funds, and a low interest Ohio Water Development Authority (OWDA) loan to fund the remaining balance of \$1,313,519.12 for the construction contract. Request for approval to apply for a low interest OWDA loan is in companion legislation.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to award a contract to Great Lakes Demolition Company, LLC of Vickery, Ohio for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station in an amount not to exceed \$1,565,540.55 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 the contractor to complete the project prior to the construction completion deadline of July 17, 2020.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron M. Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; S. Martin, Acting-Finance Director; T. Hayberger, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Great Lakes Demolition - McCartney Rd. Reconstruction

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.

Dated: November 18, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GREAT LAKES DEMOLITION COMPANY, LLC, OF VICKERY, OHIO, FOR THE MCCARTNEY ROAD RECONSTRUCTION, STORM SEWER, AND STORM PUMP STATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project involves the reconstruction of McCartney Road, including a new storm drainage system, new pump station, new culvert under Barrett Road, along with the resurfacing of Ward Street, Church Street, and the north section of Niagara Street; and

**WHEREAS**, this City Commission authorized the submission of an application for financial assistance to the Ohio Public Works Commission (OPWC) for the McCartney Road Reconstruction Project by Resolution No. 044-17R, passed on August 28, 2017; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with CT Consultants, Inc., of Mentor, Ohio, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Ordinance No. 17-167, passed on August 28, 2017; and

**WHEREAS**, the City was not awarded grant funding but was notified by OPWC in April of 2018, of excess funding available and was offered a loan in the amount of \$175,000.00 with zero percent (0%) interest to be repaid over the useful life of the project, which is twenty (20) years and this City Commission authorized and directed the City Manager to enter into a Project Loan Agreement with the Director of OPWC for the McCartney Road Reconstruction Project by Ordinance No. 18-150, passed on July 23, 2018; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an Amendment to the Agreement for Professional Design Services with CT Consultants, Inc., of Mentor, Ohio, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Ordinance No. 18-196, passed on October 9, 2018; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Resolution No. 016-19R, passed on April 8, 2019; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into a Professional Services Agreement with Red Barn Engineering, Inc. of Kenmore, Washington, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project and relating to the Barrett Road Culvert Replacement by Ordinance No. 19-148, passed on August 26, 2019; and

**WHEREAS**, upon public competitive bidding as required by law seven (7) appropriate bids were received and the bid from Great Lakes Demolition Company, LLC, of Vickery, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total estimated cost of this project based on bids, including construction, design, advertising and miscellaneous expenses is \$1,680,739.15 of which \$175,000.00 will be paid with OPWC loan funds, \$175,000.00 will be paid with Issue 8 funds from the Capital Projects Fund, \$17,220.03 will be paid with Sewer Funds and the City will be applying for a low interest Ohio Water Development Authority (OWDA) loan to fund the remaining balance of \$1,313,519.12; and

**WHEREAS**, approval is being requested in companion legislation to approve a permanent easement to the City and to approve a Cooperative Agreement with the Ohio Water Development Authority (OWDA) to finance the cost of construction for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project; 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 the contractor to complete the project prior to the construction completion deadline of July 17, 2020; 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 Great Lakes Demolition Company, LLC, of Vickery, Ohio, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project in an amount **not to exceed** One Million Five Hundred Sixty Five Thousand Five Hundred Forty and 55/100 Dollars (\$1,565,540.55) consistent with the bid submitted by Great Lakes Demolition Company, LLC, of Vickery, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019





## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Joshua Snyder, P.E.

Date: November 13, 2019

**Subject: Commission Agenda Item – OWDA Loan for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project**

**ITEM FOR CONSIDERATION:** Ordinance approving a cooperative agreement between the City of Sandusky and the Ohio Water Development Authority (OWDA) to provide a low-interest loan to finance the cost of construction for the Storm Sewer and Storm Pump Station, as part of the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project.

**BACKGROUND INFORMATION:** The City began the planning and design process for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project in 2018, which was fueled by the area being in need of improvements, as the last major improvements to this area were approximately thirty years ago. With the area being close to the Bay, the drainage becomes dependent on the Sandusky Bay water surface, reducing the ditch and pipe flow capacities.

The project includes new storm drainage, additional catch basins in existing sections and a new storm pump station that will pump-down the ditches (located south of Barrett Road and north of McCartney Road) to the north side of a backflow preventer.

Additionally, a new culvert will be installed under Barrett Road, along with storm sewer relocations to the east of the existing culvert crossing. The new culvert will include a backflow device to control water in the railroad ditch when bay levels become elevated, which will prevent surcharged conditions back to the McCartney Road storm system.

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

**BUDGETARY INFORMATION:** The total cost of the loan will be as follows:

Construction	\$1,313,519.12
Contingency (10%)	\$144,783.01
OWDA Administrative Fee (0.35%)	\$5,104.00
<u>Capitalized Interest (1.85%)</u>	<u>\$27,073.01</u>
	\$1,490,479.14

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

**ACTION REQUESTED:** It is requested that an Ordinance be passed to allow the City Manager and the Finance Director to enter into a cooperative agreement with the Ohio Water Development Authority under suspension of the rules in accordance with Section 14 of the City Charter so the application can be filed with the Ohio Water Development Authority by the end of 2019. This will allow OWDA to approve the loan at the first scheduled meeting in January, which will coincide with the construction phase allowing reimbursement to the City for payments made.

I concur with this recommendation:

\_\_\_\_\_  
Eric Wobser  
City Manager

\_\_\_\_\_  
Aaron M. Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; S. Martin, Acting-Finance Director; T. Hayberger, Law Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF SANDUSKY AND THE OHIO WATER DEVELOPMENT AUTHORITY (OWDA) TO FINANCE THE COST OF CONSTRUCTION FOR THE MCCARTNEY ROAD RECONSTRUCTION, STORM SEWER, AND STORM PUMP STATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project involves the reconstruction of McCartney Road, including a new storm drainage system, new pump station, new culvert under Barrett Road, along with the resurfacing of Ward Street, Church Street, and the north section of Niagara Street; and

**WHEREAS**, this City Commission authorized the submission of an application for financial assistance to the Ohio Public Works Commission (OPWC) for the McCartney Road Reconstruction Project by Resolution No. 044-17R, passed on August 28, 2017; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with CT Consultants, Inc., of Mentor, Ohio, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Ordinance No. 17-167, passed on August 28, 2017; and

**WHEREAS**, the City was not awarded grant funding but was notified by OPWC in April of 2018, of excess funding available and was offered a loan in the amount of \$175,000.00 with zero percent (0%) interest to be repaid over the useful life of the project, which is twenty (20) years and this City Commission authorized and directed the City Manager to enter into a Project Loan Agreement with the Director of OPWC for the McCartney Road Reconstruction Project by Ordinance No. 18-150, passed on July 23, 2018; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an Amendment to the Agreement for Professional Design Services with CT Consultants, Inc., of Mentor, Ohio, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Ordinance No. 18-196, passed on October 9, 2018; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Resolution No. 016-19R, passed on April 8, 2019; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into a Professional Services Agreement with Red Barn Engineering, Inc. of Kenmore, Washington, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project and relating to the Barrett Road Culvert Replacement by Ordinance No. 19-148, passed on August 26, 2019; and

**WHEREAS**, approval is being requested in companion legislation to approve a permanent easement to the City and to award a contract to Great Lakes Demolition Company, LLC, of Vickery, Ohio, in the amount of \$1,565,540.55 for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project; and

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

**WHEREAS**, the City of Sandusky (referred to as the "LGA" in the Cooperative Agreement) desires to obtain a loan from the OWDA to finance the cost of certain design and construction activities on the terms as set forth in the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project", a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein; and

**WHEREAS**, the City of Sandusky desires a loan from the Ohio Water Development Authority (OWDA) in the amount of \$1,490,479.14 to finance the cost of construction for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project as follows:

Construction	\$ 1,313,519.12
Contingency (10%)	\$ 144,783.01
OWDA Administrative Fee (0.35%)	\$ 5,104.00
<u>Capitalized Interest (1.85%)</u>	<u>\$ 27,073.01</u>
	\$ 1,490,479.14

; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the application to the OWDA by the end of 2019 which will allow the OWDA to approve the loan at their first scheduled meeting in January, which will coincide with the construction phase, allowing reimbursements to the City immediately after payments are made; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation

of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE,

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

Section 1. This City Commission (LGA) hereby approves the construction activities for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project and to finance the costs of these activities in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project" substantially in the same form as attached hereto marked Exhibit "1".

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

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019

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

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

WITNESSETH:

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

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

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

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

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

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

## ARTICLE I - DEFINITIONS

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

### DEFINITIONS RELATING TO PHYSICAL FACILITIES

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

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

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

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

### DEFINITIONS RELATING TO COSTS

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



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

#### DEFINITIONS RELATING TO PARTICIPATION IN COSTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV - PAYMENTS BY LGA

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

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

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

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

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

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

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

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

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

## ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Section 6.1. The LGA hereby represents that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

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

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

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

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

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

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

#### ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

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

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

and

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

\_\_\_\_\_  
OWDA General Counsel

OHIO WATER DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
OWDA Executive Director

APPROVED AS TO FORM

\_\_\_\_\_  
LGA Legal Officer or Counsel

LGA: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**PROJECT FACILITIES DESCRIPTION**

The proposed project consists of Part A of the McCartney Road Reconstruction Project. Part A involves the construction of new storm drainage, additional catch basins in existing sections, and a new storm pump station that will pump down the ditches (located south of Barrett Road and north of McCartney Road) to the north side of a backflow preventor. A new culvert will be installed under Barrett Road, along with storm sewer relocations to the east of the existing culvert crossing.

**Exhibit B**

CONSTRUCTION CONTRACT(S)



TERM SHEET

*NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.*



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager  
From: Jane E. Cullen, P.E.  
Date: November 13, 2019  
Subject: Commission Agenda Item- **D03 SRTS City of Sandusky INF PID 103737 Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for the Safe Routes to Schools (SRTS) Project.

**BACKGROUND INFORMATION:** In March of 2016, the City of Sandusky applied to the Ohio Department of Transportation for Safe Routes to School (SRTS) funding for several infrastructure projects at the Sandusky Middle School. In July of 2016, ODOT notified the City of Sandusky, the Sandusky Middle School infrastructure improvements were selected for funding. Below is a summary of those improvements.

Line Item No.	Item Description
1	Install bicycle racks at middle school campus.
2	Install school flashers with radar feedback & create school zone on Perkins Avenue.
3	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Buchanan St at Camp St, Carr St, Shelby St, McDonough St and Hayes Ave
4	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Johnson St at Camp Str, Carr St, Shelby St, McDonough St, and Hayes Ave.
5	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Camp St at Forest Dr and Orlando Pace Dr.
6	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Hayes Ave at Orlando Pace Dr and Rockwell St
7	Install countdown pedestrian signals at the existing traffic signals and upgrade striping at the intersection of Hayes Ave and Pierce St
8	Replace the existing sidewalk as needed for approximately 1700 feet along Camp St between West Perkins Ave and Pierce St

**BUDGETARY INFORMATION:** The engineer's estimate for the construction costs is \$236,901.57 which will be 100% funded with Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT).

**ACTION REQUESTED:** It is recommended that the proposed D03 SRTS City of Sandusky INF Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to meet the ODOT District 3 deadline of the city receiving bids in February 2020.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED SAFE ROUTES TO SCHOOL (SRTS) SANDUSKY MIDDLE SCHOOL 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 City Commission approved a Resolution of Support for the Safe Routes to School (SRTS) Program and the development of Sandusky's School Travel Plan by Resolution No. 011-11R, passed on March 28, 2011; and

**WHEREAS**, the Ohio Safe Route to School (SRTS) Program is funded by the Federal Highway Administration and administered by the Ohio Department of Transportation to support projects and programs that enable and encourage walking and bicycling to and from school; and

**WHEREAS**, a School Travel Plan for Sandusky City Schools was completed and approved by the Ohio Department of Transportation which allowed the City to apply for funding for infrastructure and non-infrastructure projects listed in the School Travel Plan; and

**WHEREAS**, this City Commission authorized the filing of an application with the Ohio Department of Transportation for the 2016 Safe Routes to School (SRTS) Cost Reimbursement Program by Resolution No. 013-16R, passed on February 22, 2016, and subsequently was awarded grant funds up to a maximum of \$285,000.00; and

**WHEREAS**, this City Commission approved an agreement for Professional Design Services with K.E. McCartney & Associates, Inc., of Mansfield, Ohio, for the Safe Routes to School (SRTS) Sandusky Middle School Project by Ordinance No. 18-079, passed on April 9, 2018; and

**WHEREAS**, the Sandusky Middle School project involves infrastructure improvements as summarized below:

1.	Install bicycle racks at middle school campus.
2.	Install school flashers with radar feedback & create school zone on Perkins Avenue.
3.	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Buchanan Street at Camp Street, Carr Street, Shelby Street, McDonough Street and Hayes Avenue.
4.	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Johnson Street at Camp Street, Carr Street, Shelby Street, McDonough Street, and Hayes Avenue.
5.	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Camp Street at Forest Drive and Orlando Pace Drive.
6.	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Hayes Avenue at Orlando Pace Drive and Rockwell Street.
7.	Install countdown pedestrian signals at the existing traffic signals and upgrade striping at the intersection of Hayes Avenue and Pierce Street.
8.	Replace the existing sidewalk as needed for approximately 1700 feet along Camp Street between West Perkins Avenue and Pierce Street.

**WHEREAS**, the total estimated construction cost for this project is \$236,901.57 and will be paid with Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT); 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 allow the project to be bid and meet the ODOT deadline of receiving bids by February of 2020; 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 Safe Routes to School (SRTS) Sandusky Middle School 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 Safe Routes to School (SRTS) Sandusky Middle School 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 Safe Routes to School (SRTS) Sandusky Middle School Project as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: November 25, 2019