City of Dublin
Office of the City Manager
5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager

Date: October 4, 2012

Initiated By: Sara Ott, Sr. Project Manager

Re: **Resolution 57-12 – DAC Agreement - Update**

Background

Resolution 57-12 authorizes the City Manager to execute an agreement between the City of Dublin and the Dublin Arts Council. This agreement was reviewed by the Community Development Committee of the Whole on August 27, 2012.

This resolution was introduced and then postponed at the September 24, 2012 City Council meeting to allow the Dublin Arts Council additional review time. The Dublin Arts Council requested a minor edit under Section 6 to add, "After consultation with the Dublin Arts Council, the City will select the site for Art in Public Places Public Art." This change has been incorporated into the agreement.

A typographical error related to the discrimination language was corrected and the language of, "and all applicable amendments made thereto" was added for clarification purposes. In addition, the category of military service was added to the non discrimination section of the agreement.

Recommendation

Staff recommends approval of Resolution 57-12 at the October 8 Council meeting.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 57-12 *Passed* _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE DUBLIN ARTS COUNCIL FOR THE PROVISION OF CULTURAL ART SERVICES AND AMENDING EXHIBIT "B" OF THE LEASE AGREEMENT PREVIOUSLY EXECUTED BY THE PARTIES.

WHEREAS, the City of Dublin and the Dublin Arts Council formed a partnership to provide cultural and artistic opportunities for the citizens and visitors of the City; and

WHEREAS, the City of Dublin and the Dublin Arts Council have agreed that the City will provide the Dublin Arts Council with funding to further the non-profit's activities, programs and services it provides for the benefit of the citizens and the visitors of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to enter into an agreement with the Dublin Arts Council to provide the services in accordance with the terms of the agreement, attached hereto as Exhibit "A."

Section 2. The City Manager is hereby authorized to amend the "annual rent payment" of the lease agreement previously executed by the parties, attached hereto as Exhibit "B".

Section 3. This Resolution is effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2012.

_____
Mayor - Presiding Officer

ATTEST:

_____
Clerk of Council

City of Dublin
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Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager

Date: September 20, 2012

Initiated By: Sara Ott, Sr. Project Manager

Re: **Resolution 57-12 - Agreement with Dublin Arts Council for the Provision of Cultural Art Services and Amendment to Exhibit "B" of the Lease Agreement Previously Executed by the Parties**

Background

Resolution 57-12 authorizes the City Manager to execute an agreement between the City of Dublin and the Dublin Arts Council. The proposed agreement is based upon the direction provided at the Community Development Committee of the Whole meeting of August 27, 2012.

In summary the changes since the Committee's review are:

- A "Whereas" clause is added to clarify that the parties agree to revisit the agreement periodically
- Section 2: The rent schedule is amended as shown in Exhibit B
- Section 4: Art in Public Places Public Art definition includes language about the ability of the DAC to propose works of art outside the definition for the City's consideration
- Section 5: Language has been added to reimburse up to 15% of the direct administrative expenses of DAC for selecting an artist or artwork for the Art in Public Places program
- Section 6: Language has been added for the DAC to provide input into the site selection process
- Section 13: The requirement to provide DAC board meeting minutes to the City has been struck
- Section 22: An acknowledgement has been included for anti-discrimination language the DAC agrees to for other funding not related to the City Endowment
- As part of the agreement negotiations, the rent schedule for use of City property at 7125 Riverside Drive is being amended. As a housekeeping matter, a joint acknowledgement of amendment to the lease agreement is also necessary to ensure the new annual rent rates are clearly incorporated into the lease agreement.

Recommendation

Staff recommends approval of Resolution 57-12.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 57-12 *Passed* _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE DUBLIN ARTS COUNCIL FOR THE PROVISION OF CULTURAL ART SERVICES AND AMENDING EXHIBIT "B" OF THE LEASE AGREEMENT PREVIOUSLY EXECUTED BY THE PARTIES.

WHEREAS, the City of Dublin and the Dublin Arts Council formed a partnership to provide cultural and artistic opportunities for the citizens and visitors of the City; and

WHEREAS, the City of Dublin and the Dublin Arts Council have agreed that the City will provide the Dublin Arts Council with funding to further the non-profit's activities, programs and services it provides for the benefit of the citizens and the visitors of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to enter into an agreement with the Dublin Arts Council to provide the services in accordance with the terms of the agreement, attached hereto as Exhibit "A."

Section 2. The City Manager is hereby authorized to amend the "annual rent payment" of the lease agreement previously executed by the parties, attached hereto as Exhibit "B".

Section 3. This Resolution is effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2012.

_____
Mayor - Presiding Officer

ATTEST:

_____
Clerk of Council

~~Clean version of City Proposed Language 9/4/12~~

AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into on or as of the ____ day of _____, 2012 (the "Effective Date") by and between the **City of Dublin,** Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter (the **"City")** and **Dublin Arts Council,** a private, non-profit 501(c)(3) corporation duly organized and validly existing under the Constitution and laws of the State of Ohio ("**DAC**" and, collective with the City, the "Parties" and each a "Party").

WHEREAS, the Parties have consistently cooperated in good faith to provide cultural and artistic opportunities for citizens and visitors of the City; and

WHEREAS, the City desires to provide DAC with funding to further the Parties' cooperative goals;

WHEREAS, this Agreement defines funding commitments provided by the City to DAC and the agreement of the Parties on the general use of such funds;

WHEREAS, the Parties agree to revisit this agreement periodically based upon the needs and goals of each Party;

NOW THEREFORE, the Parties covenant and agree as follows:

1. **FUNDING ENDOWMENT.** For and in support of DAC's non-profit activities and the programs and services it provides for the benefit of the citizens and visitors of the City, the City shall, subject to the availability of funds and approval of the then existing Dublin City Council and all necessary municipal authorities, pay to DAC an amount equal to twenty-five percent (25%) of the projected Hotel/Motel Tax for the City of Dublin, Ohio as set forth in Exhibit A of this Agreement (the "Endowment"). In the event that the actual Hotel/Motel Tax received by the City is greater than the currently Projected Hotel/Motel Tax as set forth in Exhibit A, the amount of the DAC's Endowment shall nonetheless be twenty-five percent (25%) of the currently Projected Hotel/Motel Tax as set forth in Exhibit A. The Endowment may be used by DAC for its general operating purposes and shall be used as more specifically set forth herein.

2. **RENT.** The City and the DAC hereby amend Exhibit B of the Lease Agreement executed on August 28, 2000 between the City and the DAC to reflect the new rent schedule attached hereto as Exhibit B.

3. **TERMINATION AND/OR REDUCTION OF ENDOWMENT.** DAC acknowledges that the City's ability to provide DAC's Endowment is subject to the approval by the future Dublin City Council and the City cannot be contractually obligated to pay DAC's Endowment for the duration of this Agreement. Therefore, DAC acknowledges that its Endowment, after a minimum of ninety days notice, may be terminated or reduced at the City's sole discretion during the term of this Agreement.

4. **ART IN PUBLIC PLACES PUBLIC ART.** For purpose of portions of the Art in Public

Places program supported by the Endowment, "Public Art" is defined as

(a) Art or design that is created specifically for a public context or place, which, through a public involvement process, influences the context or place in a meaningful way;
(b) Art or design that results in the production of a two-dimensional or three-dimensional aesthetic improvement to a municipally-controlled land mass or building;
(c) Art or design that is regularly accessible to the general public; and
(d) Art or design that aligns with the Parks and Recreation Master Plan.

DAC may propose additional works of art outside the scope of this definition to the City for consideration.

5. **ART IN PUBLIC PLACES FUNDING.** DAC agrees to use funds from the Endowment each calendar year for the purpose of commissioning or acquiring Art in Public Places Public Art for the City's permanent art collection. The City will withhold $75,000 annually from the Endowment to be used for the funding of the acquisition of Art In Public Places Public Art.

The City shall reimburse DAC up to 15% of the commission price for Art in Public Places Public Art for the direct administrative costs of operating an artist or artwork selection process.

6. **ART IN PUBLIC PLACES ADMINISTRATION.** City and DAC agree to the following terms for the Administration of Art in Public Places.

The DAC will:

(a) develop, advertise, publish and manage the process for the selection of Public Art for the Dublin Art in Public Places program. DAC will consult with the City regularly during the process and will present all calls for artists or thematic art searches to the City for approval prior to advertising.

(b) engage Dublin residents in the selection process;

(c) evaluate safety and maintenance concerns, as determined collaboratively by the City and DAC, when considering Public Art for the City's collection;

(d) acquire Public Art works regularly, but at a minimum, one artwork will be acquired every two years from the Effective Date of this Agreement;

(e) appoint individuals to any selection committee established for the purpose of acquiring Public Art through Art in Public Places. Prior to making the appointments, DAC shall review the identity and qualifications of the proposed committee members with the City, and seek comments and suggestions;

(f) make a recommendation of an artist to the City; and

(g) develop and implement promotion strategy, including public dedication

event after installation of Public Art, and

(h) provide input to the City in the selection of site(s) for Art in Public Places Public Art.

The City will:

(a) ~~Select~~After consultation with DAC, select the site(s) for Art in Public Places Public Art;

(b) evaluate safety and maintenance concerns, as determined collaboratively by the City and DAC, when considering Art in Public Places Public Art for the City's collection;

(c) Negotiate contracts with artists and, if satisfactory terms are met provide administration thereof;

(d) Provide project management during design review/refinement, construction, and installation;

(e) Provide regular updates to DAC on the project status during design review, design refinement, construction and installation; and

(f) Provide onsite artist identification.

All ownership rights of the Art in Public Places Public Art created, purchased or donated through the Dublin Art in Public Places shall vest in the City upon receipt and acceptance of the Public Art.

7. **ARTS EDUCATION AND PROMOTION IN THE COMMUNITY.** DAC shall be the lead provider of arts education in the community. DAC will collaborate with the City to publicize the City's Public Art collection. From time to time, DAC may seek additional funding from the City through the Hotel/Motel Tax Fund Grant Program for the promotion of the City's Public Art collection. These funds may be requested for items such as, but not limited to, print, audio, video and electronic materials and events for the education of the community and visitors.

DAC will also provide grant opportunities Dublin-based community nonprofit arts organizations and schools and will offer recreational, artistic and cultural programs.

8. **GRANTS FOR NON-PROFIT ARTS ORGANIZATIONS.** DAC will continue to administer an annual grant program for City-based non-profit arts organizations by using up to five percent (5%) of the Endowment for the grant program. DAC will provide grants administration for this process. The grant program will specify eligibility requirements for receiving such funds, and will require grantees to provide written final reports on how the funds were utilized. DAC will advertise the grant application opportunity on its website and through publicity efforts. In the event that applications do not meet eligibility criteria or grant requests

total less than the available five percent (5%) of the Endowment, DAC may reallocate the funds for other uses that support DAC' s mission. The City will redirect arts and arts-related requests for Hotel/Motel Tax Grants to DAC for community arts granting consideration. If DAC wishes to approve requests that exceed the available funding, DAC may apply for a City Bed Tax Grant for community arts re-granting purposes, utilize funding from sources other than the Endowment, or seek the City's approval to utilize more than 5% of Endowment funds for regranting to non-profit arts organizations.

9. **GRANTS FOR EDUCATIONAL INSTITUTIONS.** The DAC, in support of incorporating the arts in an educational curriculum, may administer an annual re-granting program for public and private primary and secondary educational institutions located within the corporate limits of the City and/or public schools within the Dublin City School District. The DAC may allocate up to one percent (1%) of its Endowment for such grants. The grant program shall outline the eligibility for receiving such funds and shall require grantees to file final reports on how the funds were utilized. In the event that applications do not meet eligibility criteria, or the DAC elects to discontinue this program, the DAC may reallocate this funding for other uses that support the DAC' s mission.

10. **DAC SUNDAYS AT SCIOTO CONCERT SERIES.** The City shall waive all City service related fees for set up, tear down and parking assistance regarding the DAC Sundays at Scioto Concert Series for up to a maximum of ten (10) times per calendar year.

11. **CITY SERVICES.** The City shall provide the maintenance of its Public Art collection. All other requests for City services, including new installations of Public Art, must be made to the City for consideration and may require a fee.

12. **RECREATIONAL, ARTISTIC AND CULTURAL PROGRAMMING.** The City and DAC shall work cooperatively to provide a variety of arts and cultural opportunities to City residents and visitors. The Parties agree to coordinate programming to complement one another in an effort to avoid duplication of programs and services to the community. The City and DAC further agree to cooperate in reciprocal facility use for recreation and cultural programs.

13. **REPORTING.** DAC shall provide the Clerk of Council with a report of audited financial statements each calendar year. DAC shall provide the Clerk of Council with a copy of the most current DAC Code of Regulations, by-laws, and annual budget each calendar year.

14. **PROGRAM UPDATE.** At least twice each year, DAC shall provide Dublin City Council with a presentation regarding its programs, including the uses of the Endowment.

15. **GUIDANCE.** When requested, DAC will provide advice and guidance to the City regarding any works of art to be funded by the City with funds outside of the Endowment.

16. **IMMUNITIES PRESERVED.** By entering into this Agreement, the City does not intend to relinquish or waive any of the immunities it now has or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Ohio Revised Code Chapter 2744.

17. **NO PERSONAL LIABILITY.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement of any present or future member, office, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

18. **POWERS PRESERVED.** This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the City's municipal charter or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not to challenge or contest it, or any provision contained herein.

19. **AMENDMENTS**. This Agreement may be amended only the legislative authority of the City and by means of appropriate legislation authorizing such amendment, if the City's codified ordinances or other Ohio law requires such action. Any amendment, in order to be effective, must be in writing authorized by appropriate legislation passed by the City and approved in an action of the Board of Directors of DAC.

20. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

21. **GOVERNING LAW AND CHOICE OF FORUM.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

22. **DISCRIMINATION**. No discrimination for reason of race, color, religion, sex, national origin, disability, age, ~~or~~ ancestry, or military service of any person shall be permitted or authorized by either party to this Agreement.

The City acknowledges that the DAC receives grants from other entities that require the DAC to agree to the following:

- All federally funded programs, services and benefits that are administered, authorized and participated in by the DAC, subgrantees, delegate agencies, contractors, providers or other participants shall be operated in accordance with the nondiscriminatory requirements ~~pursuant to~~(and all applicable amendments made thereto) of Title ~~VI~~VII of the Civil Rights Act of 1964~~;~~, Section 504 of the Rehabilitation Act of 1973~~; as amended~~, the Age Discrimination Act of 1975~~;~~, the Americans with Disabilities Act of 1990~~;~~, and, where applicable, the Omnibus Budget Reconciliation Act of 1981.

- No individual shall, on the grounds of race, gender, color, national origin, disability, sexual orientation, gender identity, military status, age, sex or religion, be excluded from participation in, be denied benefits of or be otherwise subjected to discrimination under any program, service or benefit advocated, authorized or provided by the state of Ohio.

IN TESTIMONY WHEREOF, the City by its City Manager and DAC by the President of its Board of Directors have each hereunto set their signatures as of the Effective Date.

CITY OF DUBLIN, OHIO

By: _____
Marsha I. Grigsby, City Manager

DUBLIN ARTS COUNCIL

By: _____
April King, President

Approved as to Form:

_____
Stephen J. Smith, Law Director

Exhibit A

Projected Hotel/Motel Tax

Year	Projected Tax	25% of Projected tax
2009	$2,086,896.00	$521,724.00
2010	$2,128,634.00	$532,159.00
2011	$2,171,207.00	$542,802.00
2012	$2,214,631.00	$553,658.00
2013	$2,258,923.00	$564,731.00
2014	$2,304,102.00	$576,026.00
2015	$2,350,184.00	$587,546.00
2016	$2,397,187.00	$599,279.00
2017	$2,445,131.00	$611,288.00
2018	$2,494,034.00	$623,509.00
2019	$2,543,915.00	$635,979.00
2020	$2,594,793.00	$648,698.00
2021	$2,646,689.00	$661,672.00
2022	$2,699,622.00	$674,906.00
2023	$2,753,615.00	$688,404.00
2024	$2,808,687.00	$702,172.00
2025	$2,864,861.00	$716,251.00
2026	$2,922,158.00	$730,540.00

Exhibit B

Annual Rent Payment

2013	$	80,000
2014	$	80,000
2015	$	82,000
2016	$	82,000
2017	$	82,000
2018	$	84,000
2019	$	84,000
2020	$	84,000
2021	$	86,000
2022	$	86,000
2023	$	86,000
2024	$	88,000
2025	$	88,000
2026	$	88,000

Summary Report: Litéra® Change-Pro 7.0.0.343 Document Comparison done on 10/3/2012 10:27:56 AM	
Style Name: IM Default	
Original DMS:dm://COLUMBUS/4194533/1	
Modified DMS: dm://COLUMBUS/4194532/1	
Changes:	
Add	11
~~Delete~~	10
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	21

AGREEMENT

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WHEREAS, the Parties have consistently cooperated in good faith to provide cultural and artistic opportunities for citizens and visitors of the City; and

WHEREAS, the City desires to provide DAC with funding to further the Parties' cooperative goals;

WHEREAS, this Agreement defines funding commitments provided by the City to DAC and the agreement of the Parties on the general use of such funds;

WHEREAS, the Parties agree to revisit this agreement periodically based upon the needs and goals of each Party;

NOW THEREFORE, the Parties covenant and agree as follows:

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2. **RENT.** The City and the DAC hereby amend Exhibit B of the Lease Agreement executed on August 28, 2000 between the City and the DAC to reflect the new rent schedule attached hereto as Exhibit B.

3. **TERMINATION AND/OR REDUCTION OF ENDOWMENT.** DAC acknowledges that the City's ability to provide DAC's Endowment is subject to the approval by the future Dublin City Council and the City cannot be contractually obligated to pay DAC's Endowment for the duration of this Agreement. Therefore, DAC acknowledges that its Endowment, after a minimum of ninety days notice, may be terminated or reduced at the City's sole discretion during the term of this Agreement.

4. **ART IN PUBLIC PLACES PUBLIC ART.** For purpose of portions of the Art in Public Places program supported by the Endowment, "Public Art" is defined as

(a) Art or design that is created specifically for a public context or place, which, through a public involvement process, influences the context or place in a meaningful way;
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(e) appoint individuals to any selection committee established for the purpose of acquiring Public Art through Art in Public Places. Prior to making the appointments, DAC shall review the identity and qualifications of the proposed committee members with the City, and seek comments and suggestions;

(f) make a recommendation of an artist to the City; and

(g) develop and implement promotion strategy, including public dedication event after installation of Public Art, and

(h) provide input to the City in the selection of site(s) for Art in Public Places Public Art.

The City will:

(a) After consultation with DAC, select the site(s) for Art in Public Places Public Art;

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available funding, DAC may apply for a City Bed Tax Grant for community arts re-granting purposes, utilize funding from sources other than the Endowment, or seek the City's approval to utilize more than 5% of Endowment funds for regranting to non-profit arts organizations.

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11. **CITY SERVICES.** The City shall provide the maintenance of its Public Art collection. All other requests for City services, including new installations of Public Art, must be made to the City for consideration and may require a fee.

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15. **GUIDANCE.** When requested, DAC will provide advice and guidance to the City regarding any works of art to be funded by the City with funds outside of the Endowment.

16. **IMMUNITIES PRESERVED.** By entering into this Agreement, the City does not intend to relinquish or waive any of the immunities it now has or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Ohio Revised Code Chapter 2744.

17. **NO PERSONAL LIABILITY.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement of any present or future member, office, agent or employee of any Party in other than their official capacity, and no official or member of a

legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

18. **POWERS PRESERVED.** This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the City's municipal charter or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not to challenge or contest it, or any provision contained herein.

19. **AMENDMENTS.** This Agreement may be amended only the legislative authority of the City and by means of appropriate legislation authorizing such amendment, if the City's codified ordinances or other Ohio law requires such action. Any amendment, in order to be effective, must be in writing authorized by appropriate legislation passed by the City and approved in an action of the Board of Directors of DAC.

20. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

21. **GOVERNING LAW AND CHOICE OF FORUM.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

22. **DISCRIMINATION.** No discrimination for reason of race, color, religion, sex, national origin, disability, age, ancestry, or military service of any person shall be permitted or authorized by either party to this Agreement.

The City acknowledges that the DAC receives grants from other entities that require the DAC to agree to the following:

- All federally funded programs, services and benefits that are administered, authorized and participated in by the DAC, subgrantees, delegate agencies, contractors, providers or other participants shall be operated in accordance with the nondiscriminatory requirements (and all applicable amendments made thereto) of Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and, where applicable, the Omnibus Budget Reconciliation Act of 1981.
- No individual shall, on the grounds of race, gender, color, national origin, disability, sexual orientation, gender identity, military status, age, sex or religion, be excluded from participation in, be denied benefits of or be otherwise subjected to discrimination under any program, service or benefit advocated, authorized or provided by the state of Ohio.

IN TESTIMONY WHEREOF, the City by its City Manager and DAC by the President of its Board of Directors have each hereunto set their signatures as of the Effective Date.

CITY OF DUBLIN, OHIO

By: _____
Marsha I. Grigsby, City Manager

DUBLIN ARTS COUNCIL

By: _____
April King, President

Approved as to Form:

_____
Stephen J. Smith, Law Director

Exhibit A

Projected Hotel/Motel Tax

Year	Projected Tax	25% of Projected tax
2009	$2,086,896.00	$521,724.00
2010	$2,128,634.00	$532,159.00
2011	$2,171,207.00	$542,802.00
2012	$2,214,631.00	$553,658.00
2013	$2,258,923.00	$564,731.00
2014	$2,304,102.00	$576,026.00
2015	$2,350,184.00	$587,546.00
2016	$2,397,187.00	$599,279.00
2017	$2,445,131.00	$611,288.00
2018	$2,494,034.00	$623,509.00
2019	$2,543,915.00	$635,979.00
2020	$2,594,793.00	$648,698.00
2021	$2,646,689.00	$661,672.00
2022	$2,699,622.00	$674,906.00
2023	$2,753,615.00	$688,404.00
2024	$2,808,687.00	$702,172.00
2025	$2,864,861.00	$716,251.00
2026	$2,922,158.00	$730,540.00

Exhibit B

Annual Rent Payment

2013	$	80,000
2014	$	80,000
2015	$	82,000
2016	$	82,000
2017	$	82,000
2018	$	84,000
2019	$	84,000
2020	$	84,000
2021	$	86,000
2022	$	86,000
2023	$	86,000
2024	$	88,000
2025	$	88,000
2026	$	88,000

Ordinance Exhibit "B"

AMENDMENT TO THE LEASE AMENDMENT ENTERED INTO BETWEEN THE CITY OF DUBLIN AND THE DUBLIN ARTS COUNCIL ON AUGUST 28, 2000

WHEREAS, the City of Dublin ("Dublin") and the Dublin Arts Council ("DAC") entered into a lease agreement on August 28, 2000 ("Lease Agreement" or "Attachment 1") for the property defined in Attachment 1; and

WHEREAS, Exhibit B to the Lease Agreement set forth a schedule of rent payments from the DAC to Dublin; and

WHEREAS, the DAC and Dublin entered into another agreement subsequent to the execution of the Lease Agreement ("Agreement" or "Attachment 2"), which provided for a modified schedule of rent payments; and

WHEREAS, the DAC and Dublin would like to further clarify that the parties intend to amend the Lease Agreement to provide for a new Exhibit B to replace the existing Exhibit B and provide for a revised rent schedule.

NOW THEREFORE, THE PARTIES HEREBY AGREE:

Section 1. Exhibit B to the Lease Agreement entered into by the parties on August 28, 2000 is hereby replaced in total by the new Exhibit B included herein as Attachment 3.

Section 2. The new rate schedule in Exhibit B shall commence on January 1, 2013.

IN TESTIMONY WHEREOF, the City by its City Manager and the DAC by the President of the Board of Directors have executed this Amendment to be effective as of the date herein signed.

CITY OF DUBLIN

_____
Marsha I Grigsby, City Manager

Date: _____

DUBLIN ARTS COUNCIL

_____
April King, President

Date: _____

Approved as to Form:

_____
Stephen J. Smith, Law Director

Lease Agreement Exhibit B as of January 1, 2013

Annual Rent Payment

2013	$	80,000
2014	$	80,000
2015	$	82,000
2016	$	82,000
2017	$	82,000
2018	$	84,000
2019	$	84,000
2020	$	84,000
2021	$	86,000
2022	$	86,000
2023	$	86,000
2024	$	88,000
2025	$	88,000
2026	$	88,000