



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
OCTOBER 11, 2021 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

<b>INVOCATION</b>	B. Harris
<b>PLEDGE OF ALLEGIANCE</b>	
<b>CALL TO ORDER</b>	
<b>ROLL CALL</b>	M. Meinzer, W. Poole, D. Murray, D. Brady, N. Twine, D. Waddington & B. Harris
<b>APPROVAL OF MINUTES</b>	September 27, 2021
<b>AUDIENCE PARTICIPATION</b>	
<b>PUBLIC HEARING</b>	
<b>COMMUNICATIONS</b>	Motion to accept all communications submitted below
<b>CURRENT BUSINESS</b>	

**REGULAR AGENDA ITEMS**

**ITEM #1 – Submitted by Jason Werling, Recreation Superintendent**

**AGREEMENT WITH SUPERGAMES FOR RENTAL OF SYNTHETIC ICE RINK & EQUIPMENT**

**Budgetary Information:** This rental will be paid entirely with donated funds from the Jackson Street Pier amenities fund dedicated for amenities for the Jackson Street Pier.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with SuperGames of Columbus, Ohio, for the rental of a synthetic ice rink and equipment to be located at the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #2 – Submitted by Jason Werling, Recreation Superintendent**

**LEASE AGREEMENT WITH YAMAHA MOTOR FINANCE CORPORATION FOR 12 GOLF CARS**

**Budgetary Information:** The total cost over the five-year period is \$43,920 which includes 3.8% interest and will be paid with Mills Creek Golf Course funds. The yearly cost is \$8,784 and will be paid in six monthly payments due May through October.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a municipal master lease agreement with Yamaha Motor Finance Corporation, U.S.A. of Cypress, California, for 12 glacier white Yamaha gas golf cars through Lake Erie Golf Cars, LLC, of Warrensville Heights, Ohio, for the Mills Creek Golf Course for the period of November 15, 2021, through November 14, 2026; and declaring that this ordinance be passed in accordance with Section 14 of the city charter.

**ITEM #3 – Submitted by Jared Oliver, Police Chief**

**CONTRACT WITH THE ERIE COUNTY GENERAL HEALTH DISTRICT BOARD OF HEALTH FOR BULKY AND SOLID WASTE VEHICLE INSPECTIONS**

**Budgetary Information:** The city will collect an annual registration fee of \$50 per vehicle for the purpose of inspection, administration and enforcement of Chapter 955. One half of the permit fees collected will be paid by the city to the Board of Health for providing bulky and solid waste vehicle inspection services.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed authorizing the City Manager to enter into a contract for services with the Erie County General Health District Board of Health for bulky and solid waste vehicle inspection services for the period of December 1, 2021, through November 30, 2022; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 – Submitted by Jared Oliver, Police Chief**

**DISPOSAL OF WEAPONS AND PURCHASE OF NEW WEAPONS FROM VANCE OUTDOORS, INC.**

**Budgetary Information:** The total cost for the 55 Sig P320 PRO 9mm caliber duty weapons and three magazines is \$7,792.70 which will be paid with federal forfeiture funds. This purchase will have no impact on the general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to dispose of 69 Glock 34 GEN4 9mm caliber duty weapons, two Remington M700 rifles, 15 Remington 870 shotguns, 60 Streamlight TLR1 lights and 12-gauge shotgun ammunition from the Police Department as having become unnecessary and unfit for city use pursuant to Section 25 of the city charter; and authorizing the City Manager to purchase 55 SIG P320 Pro 9mm duty weapons from Vance Outdoors, Inc., of Columbus, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing program for the Sandusky Police Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #5 – Submitted by Kelly Kresser, Interim Commission Clerk**

**NEW LIQUOR PERMIT FOR FLASH ENTERPRISES, INC.**

**Budgetary Information:** There is no budgetary impact with this item.

The city is in receipt of a **Notice to Legislative Authority from the Ohio Division of Liquor Control for a new C2 (Wine and mixed beverages in sealed containers for carry out) liquor permit for Flash Enterprises, Inc. dba Flash Drive Thru, 802 Hancock Street.** It is requested the commission authorize the Interim Commission Clerk to notify the Ohio Division of Liquor Control the city does not request a hearing for this permit transfer.

**CITY MANAGER’S REPORT**

**OLD BUSINESS**

**NEW BUSINESS**

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

**EXECUTIVE SESSION(S)**

**ADJOURNMENT**

Online: [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us) – Click “Play” 



## RECREATION

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5886  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager  
From: Jason Werling, Recreation Superintendent  
Date: September 27, 2021  
Subject: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Legislation to enter into an agreement with SuperGames for the rental of a Synthetic Ice Rink and Equipment for Operation by the City of Sandusky.

### **BACKGROUND INFORMATION:**

The City of Sandusky submitted a request for proposals (RFP) for the rental and installation of a synthetic ice rink for use at the Jackson Street Pier from the week of Thanksgiving 2021 through Martin Luther King Jr. weekend 2022.

Only one submittal was received from SuperGames in the amount of \$40,000 for delivery and set up of a 36'x40' synthetic ice rink, perimeter fencing, 80 pairs of rental skates and other equipment from Friday, November 19, 2021 through Monday, January 17, 2022. The proposal was reviewed by a selection committee and was determined to be the lowest and best.

The Sandusky Rec staff will operate the rink Thursdays, Fridays, Saturdays and Sundays during peak hours and also staff during special events and holiday parties reserved at the Mylander Pavilion.

**BUDGETARY INFORMATION:** This rental will be paid entirely with donated funds from the Jackson Street Pier Amenities Fund dedicated for amenities for the Jackson Street Pier.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared approving the rental agreement with SuperGames of Columbus, Ohio for an amount to not exceed \$40,000. It is further requested that the legislation to be passed under suspension of the rules in full accordance with section 14 of the City Charter in order to immediately execute the agreement and allow SuperGames to order the additional items necessary to install the rink at the Jackson Street Pier location and to have the rink ready and operational by November 19, 2021.

I concur with this recommendation:

Approved:

\_\_\_\_\_  
Jason Werling  
Recreation Superintendent

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

## CERTIFICATE OF FUNDS

In the Matter of: Ice Rink rental

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

Account # 431-6860-55300

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 10/5/2021

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SUPERGAMES OF COLUMBUS, OHIO, FOR THE RENTAL OF A SYNTHETIC ICE RINK AND EQUIPMENT TO BE LOCATED AT THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, in 2016 the City’s Bicentennial Vision Plan was adopted which identified increased programming as a driver of economic activity and as a way to enrich the lives of Sandusky residents and the recently adopted Downtown Master Plan identified programming as a top 10 priority; and

**WHEREAS**, the renovated Jackson Street Pier provides the City with the opportunity to program in high quality and innovative ways; and

**WHEREAS**, this City Commission approved a Naming Rights Agreement with Civista Bank for an ice skating rink at the Jackson Street Pier to be named “Civista Bank Ice Skating Rink” by Ordinance No. 21-055, passed on April 12, 2021; and

**WHEREAS**, a Request for Proposals (RFP) was issued on August 11, 2021, for the rental of a synthetic ice rink and equipment for operation at the Jackson Street Pier beginning November 19, 2021, and ending on January 17, 2022, in which one (1) proposal was received and evaluated by a selection committee who determined that the proposal from SuperGames of Columbus, Ohio, was the lowest and best, based upon experience, products, and service; and

**WHEREAS**, the Sandusky Recreation staff will operate the ice rink on Thursdays, Fridays, Saturdays, and Sundays during peak hours and also during special events and holiday parties at the Mylander Pavilion; and

**WHEREAS**, the cost of rental for the ice rink and equipment from November 19, 2021, through January 17, 2022 is \$40,000.00 and will be paid with donated funds from the Jackson Street Pier Amenities Fund dedicated for amenities at the Jackson Street Pier; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and allow SuperGames to order the additional items necessary to install the ice rink at the Jackson Street Pier location and to have the ice rink ready and operational by November 19, 2021; 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an agreement with SuperGames of Columbus, Ohio, for the rental of a Synthetic Ice Rink and Equipment for operation at the Jackson Street Pier for the period of November 19, 2021, through January 17, 2022, in an amount **not to exceed** Forty Thousand and 00/100 Dollars (\$40,000.00), consistent with the proposal submitted by SuperGames of Columbus, Ohio, a copy of which is marked Exhibit "A" and attached to this Ordinance and specifically incorporated as if fully rewritten herein.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 11, 2021



SuperGames 6580 Huntley Rd Columbus, OH, 43229  
(614) 846-8946

## ✓ Quote ID# 8495905

### Contact Details

**Name** Aaron Klein  
**Organization** City of Sandusky  
**Billing Address** 240 Columbus Ave  
Sandusky, OH 44870  
**Email** mstookey@ci.sandusky.oh.us  
**Phone** (419) 627-5829  
**Tax Exempt** No

EXHIBIT "A"

### Event Details

**Event Start** 10:00am Fri, Nov 19, 2021  
**Event End** 10:00am Mon, Jan 17, 2022

**Address** 223 W Shoreline Dr  
Sandusky, OH 44870

**Surface** Pavement

**Delivery** Drop-Off

### Event Notes

 Items

**10 x 10 Tent**

2



**36x40 Iceless Rink Package**

1

**6' Banquet Tables**

4

**6' Fitted Black Table Covers**

4

**Adirondack Chair**

20

**EXHIBIT "A"**

**Carpet Surround**

1



**Christmas Decor**

1

**Delivery**

1



**Hand Sanitizer Station - Black**

2





**Ice Skates**

80

**Perimeter Rink Fence**

1



**Safety A-Frame Signs**

2

**Sand Bags**

8

**EXHIBIT "A"**  
**Set up and Tear down**

1

**Skate Sharpener**

1

**SnowFlake Flags**

2

**\$ Prices**

<b>Rentals</b>	\$40,000.00
<b>Subtotal</b>	\$40,000.00
<b>Tax</b>	+\$0.00
<b>Total</b>	<b>\$40,000.00</b>



## RECREATION

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5886  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager  
From: Jason Werling, Recreation Superintendent  
Date: September 22, 2021  
Subject: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Legislation to enter into a lease agreement with Yamaha Motor Finance Corporation, U.S.A., of Cypress, California for twelve (12) Yamaha gas powered Golf Carts through Lake Erie Golf Cars, LLC, of Warrensville Heights Ohio, for the Mills Creek Golf Course, in the amount of \$43,920 over the course of five years.

**BACKGROUND INFORMATION:**

Lake Erie Golf Cars, LLC, is the only Yamaha authorized dealer and distributor in northern Ohio and the Yamaha cart was also the least expensive.

This brand of gas golf cart has been used with success in the past at Mills Creek Golf Course. Our fleet maintenance team is familiar with these carts.

The lease gives the city the ability to add new carts to the fleet without the expense of purchasing new carts. The city will have the opportunity to buy the carts at the close of the lease.

**BUDGETARY INFORMATION:** The total cost over the five (5) year period is \$43,920.00, which includes 3.8% interest, and will be paid with Mills Creek Golf Course Funds. The yearly cost is \$8,784.00 and will be paid in six (6) monthly payments due May – October.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared approving the lease of twelve (12) Yamaha gas powered Golf Carts from Yamaha Corporation, U.S.A. through Lake Erie Golf Cars, LLC, of Warrensville Heights Ohio, in an amount not to exceed \$43,920 for a five (5) year period beginning November 15, 2021, through November 14, 2026. It is further requested that the legislation to be passed under suspension of the rules in full accordance with section 14 of the City Charter to allow the order to be immediately placed due to lead times so the carts will be available for use when the Mills Creek Golf Course opens in 2022.

I concur with this recommendation:

Approved:

---

Jason Werling  
Recreation Superintendent

---

Eric Wobser  
City Manager

## CERTIFICATE OF FUNDS

In the Matter of: Mills Creek Golf Cart lease

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

Account # 227-3600-53430

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



Michelle Reeder

Finance Director

Dated: 10/5/2021

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MUNICIPAL MASTER LEASE AGREEMENT WITH YAMAHA MOTOR FINANCE CORPORATION, U.S.A., OF CYPRESS, CALIFORNIA, FOR TWELVE (12) GLACIER WHITE YAMAHA GAS GOLF CARS THROUGH LAKE ERIE GOLF CARS, LLC, OF WARRENSVILLE HEIGHTS, OHIO, FOR THE MILLS CREEK GOLF COURSE FOR THE PERIOD OF NOVEMBER 15, 2021, THROUGH NOVEMBER 14, 2026; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City has been using Yamaha golf carts at Mills Creek Golf Course with success and Lake Erie Golf Cars, LLC, of Warrensville Heights, Ohio, is the only authorized dealer and distributor of Yamaha golf carts in northern Ohio and additionally are the least expensive; and

**WHEREAS**, the Mills Creek Golf Course is in need of additional carts and the City desires to lease twelve (12) Glacier White Yamaha Gas Golf Cars through Lake Erie Golf Cars, LLC for the period of November 15, 2021, through November 14, 2026; and

**WHEREAS**, the total cost for leasing twelve (12) golf carts over a five (5) year period is \$43,920.00, which includes 3.8% interest, of which \$8,784.00 will be paid yearly in six (6) monthly payments due May – October and will be paid with Mills Creek Golf Course 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 for lease agreement to be fully executed so the carts can be immediately ordered and available for use when the Mills Creek Golf Course opens in 2022; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Municipal Master Lease Agreement with Yamaha Motor Finance Corporation, U.S.A., Of Cypress, California, for twelve (12) Glacier White Yamaha Gas Golf Carts through Lake Erie Golf Cars, LLC, Of Warrensville Heights, Ohio, an authorized

dealer for Yamaha Motor Finance Corporation, U.S.A., for use at the Mills Creek Golf Course for the period of November 15, 2021, through November 14, 2026, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 11, 2021



**YAMAHA**

**Commercial Finance**

# EXHIBIT "1"

## **MUNICIPAL MASTER LEASE AGREEMENT**



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated July 9, 2021, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **CITY OF SANDUSKY** having its principal office at 240 COLUMBUS AVE., SANDUSKY, OH 44870 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) Terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.



19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF SANDUSKY

as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

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

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

Print Name: \_\_\_\_\_

Print Name: Jeff Young

Title: \_\_\_\_\_

Title: President

**EXHIBIT A**

**EQUIPMENT SCHEDULE # 206936**

**Dated 07/09/2021**

1. This Schedule covers the following property ("Equipment"):

**12-DR2A AFI GOLF CARS**

2. Location of Equipment:

**MILLS CREEK GOLF COURSE**

**1933 MILLS ST.**

**SANDUSKY, OH 44870**

3. The Lease term for the Equipment described herein shall commence on November 15, 2021 and shall consist of 60 months from the first day of the month following said date.

4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:  
**30 MONTHLY PAYMENTS IN THE AMOUNT OF \$1,464.00 (APPLICABLE TAXES TO BE BILLED).**

**STARTING MAY 2022 AND ENDING OCTOBER 2026. DUE THE 15TH DAY OF THE MONTH AS FOLLOWS:**

May-22 \$1,464.00	May-23 \$1,464.00	May-24 \$1,464.00	May-25 \$1,464.00	May-26 \$1,464.00
Jun-22 \$1,464.00	Jun-23 \$1,464.00	Jun-24 \$1,464.00	Jun-25 \$1,464.00	Jun-26 \$1,464.00
Jul-22 \$1,464.00	Jul-23 \$1,464.00	Jul-24 \$1,464.00	Jul-25 \$1,464.00	Jul-26 \$1,464.00
Aug-22 \$1,464.00	Aug-23 \$1,464.00	Aug-24 \$1,464.00	Aug-25 \$1,464.00	Aug-26 \$1,464.00
Sep-22 \$1,464.00	Sep-23 \$1,464.00	Sep-24 \$1,464.00	Sep-25 \$1,464.00	Sep-26 \$1,464.00
Oct-22 \$1,464.00	Oct-23 \$1,464.00	Oct-24 \$1,464.00	Oct-25 \$1,464.00	Oct-26 \$1,464.00

5. Interest Factor: 3.80 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 07/09/2021 between the parties (the "Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

**EXHIBIT "A"**

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

**LESSEE: CITY OF SANDUSKY**

**LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**

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

Signature

Name: \_\_\_\_\_

Type or Print

Title: \_\_\_\_\_

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

Name: Jeff Young

Title: President



FINANCIAL SERVICES

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE : MILLS CREEK GOLF COURSE
EQUIPMENT SCHEDULE # 206936

MILLS CREEK GOLF COURSE

Initialed By \_\_\_\_\_

Yield:3.800%

Table with 5 columns: Mon #, Due Date, Payment, Interest. Rows 1-60 showing monthly payments of 1,464.00 and interest, totaling 43,920.00 and 7,174.72.

EXHIBIT "1"

# YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

6555 Katella Avenue, Cypress, CA 90630  
(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS\_CFinsurance@yamaha-motor.com

NAME OF INSURANCE AGENT: \_\_\_\_\_

July 9, 2021

ADDRESS: \_\_\_\_\_

*Please Reference our Quote#* 206936

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

RE: MILLS CREEK GOLF COURSE

(Customer) Account # \_\_\_\_\_

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

## YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Attn: Commercial Finance Group  
6555 Katella Ave  
Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

12-DR2A AFI GOLF CARS

CITY OF SANDUSKY

(Customer)

Equipment Location:

1933 MILLS ST.

SANDUSKY, OH 44870

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

(Signature of Authorized Officer)

Title: \_\_\_\_\_

# CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 206936  
dated July 9, 2021 to the Master Lease Agreement dated  
July 9, 2021 between Yamaha Motor Finance Corporation, U.S.A.

(the "Lessor") and CITY OF SANDUSKY  
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
12-DR2A AFI GOLF CARS		See Attachment	NEW	MILLS CREEK GOLF COURSE 1933 MILLS ST. SANDUSKY, OH 44870

EXHIBIT "1"

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

CITY OF SANDUSKY

as Lessee

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 Momentum Place  
Chicago, IL 60689-5333

**INVOICE NUMBER: MAN 206936**

*Date Prepared: 07/9/2021*

CITY OF SANDUSKY  
240 COLUMBUS AVE.  
SANDUSKY, OH 44870

<i>Due Date</i>	<i>Quote No</i>	<i>Description</i>	<i>Amount Due</i>
	206936	12-DR2A AFI GOLF CARS for Municipal Lease Cars located at: MILLS CREEK GOLF COURSE	
05/15/2022		Payment	\$1,464.00
		Payment Tax	\$0.00

YOUR ACCOUNT BALANCE IS ----- \$1,464.00

**EXHIBIT "1"**

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 Momentum Place  
Chicago, IL 60689-5333

**INVOICE NUMBER MAN 206936**

*Date Prepared: 07/9/2021*

Payment for:

CITY OF SANDUSKY  
240 COLUMBUS AVE.  
SANDUSKY, OH 44870

206936 1ber

\_\_\_\_\_  
*Amount Paid*

\_\_\_\_\_  
*Date Paid*

# \_\_\_\_\_  
*Check Number*

# ACH / ONLINE PAYMENTS AGREEMENT

## RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.

2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.

3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.

4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.

5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.

7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Finance Corporation, U.S.A.  
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

Customer Name CITY OF SANDUSKY

Customer Number 81

Contact Phone Number \_\_\_\_\_

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

- Checking Account or
- Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_

Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

Bank Account Number \_\_\_\_\_

Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

**EXHIBIT "1"**

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) \_\_\_\_\_ (Please Print)

Position(s) \_\_\_\_\_ (Please Print)  
(must be an owner or officer of the company)

**Signature(s)** \_\_\_\_\_

Date \_\_\_\_\_

**INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:**

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.  
6555 Katella Avenue  
Cypress, CA 90630  
Or Fax to 714-761-7363





## CITY OF SANDUSKY POLICE DEPARTMENT

---

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5863  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: Eric Wobser, City Manager  
From: Jared Oliver, Police Chief  
Date: September 27, 2021  
Subject: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Legislation requesting approval for the City Manager to enter into a contract for bulky and solid waste vehicle inspection services with the Erie County General Health District Board of Health for the period of 12/1/21 through 11/30/22.

**BACKGROUND INFORMATION:** Starting in 2010, the City of Sandusky has entered into contracts with the Erie County General Health District Board of Health for inspection services of all commercial haulers of solid and/or bulky waste who operate within the City of Sandusky. This is in compliance with Section 955.05 of the City of Sandusky Ordinances. Under this Section, all commercial haulers are required to apply for a registration certificate with the City annually and provide proof that all vehicles used for the collection and transportation of solid waste and/or bulky waste within the City have been inspected annually by the Erie County Health Department. The Sandusky Police Department works in conjunction with the Erie County Health Department to register, inspect, and enforce the ordinance. The current contract expires November 30, 2021.

**BUDGET IMPACT:** The City will collect an annual registration fee of fifty dollars (\$50.00) per vehicle, for the purpose of inspection, administration, and enforcement of Chapter 955. One half of the permit fees collected will be paid by the City to the Board of Health for providing bulky and solid waste vehicle inspection services.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to enter into a contract for inspection services for the period of 12/1/21 through 11/30/22 with the Erie County General Health District Board of Health. It is requested that this legislation be approved in accordance with Section 14 of the City Charter in order to execute the contract prior to the current contract's expiration date of November 30, 2021, and continue to be in compliance with the City's Ordinance and the Solid Waste Management District Plan.

***SANDUSKY, OHIO – HOME OF 'AMERICA'S ROLLER COAST'®***

**Approved:**

---

Jared Oliver, Police Chief

**I concur with this recommendation:**

---

Eric Wobser, City Manager

cc: Michelle Reeder, Finance Director  
Brendan Heil, Law Director

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR SERVICES WITH THE ERIE COUNTY GENERAL HEALTH DISTRICT BOARD OF HEALTH FOR BULKY AND SOLID WASTE VEHICLE INSPECTION SERVICES FOR THE PERIOD OF DECEMBER 1, 2021, THROUGH NOVEMBER 30, 2022; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission approved the Erie County Solid Waste Management District Plan by Resolution No. 018-10R, and the Amendment of Chapter 955 (Solid Waste Disposal) of the Codified Ordinances, both passed on June 28, 2010; and

**WHEREAS**, starting in 2010, the City has entered into contracts with the Erie County General Health District Board of Health for inspection services of all commercial haulers of solid and/or bulky waste who operate within the City; and

**WHEREAS**, pursuant to Section 955.05 of the Codified Ordinances, all commercial haulers of solid and/or bulky waste intending to operate within the City Sandusky are required to apply for a registration certificate with the City annually and provide proof that all vehicles used for the collection and transportation of solid waste and/or bulky waste within the City have been inspected annually by the Erie County Health Department; and

**WHEREAS**, the City will collect an annual registration fee of \$50.00 per vehicle for the purpose of inspection, administration and enforcement of Chapter 955 and one-half of the fees collected will be paid by the City to the Erie County Board of Health; 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 execute the agreement prior to the current contract's expiration date of November 30, 2021, and continue to be in compliance with the City's Ordinance and the updated Solid Waste Management District Plan; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Police 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 **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 the Contract for Services with the Erie County General Health District Board of Health for bulky and solid waste vehicle inspection services for the period of December 1, 2021, through November 30, 2022, a copy of which is marked Exhibit "1", and attached to this Resolution and is

specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Resolution, and authorizes and directs the City Manager to sign the Contract for Services on behalf of the City.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 11, 2021

## **CONTRACT FOR SERVICES**

This Contract entered into at Sandusky, Ohio, between the Erie County General Health District Board of Health [Inspector] and the City of Sandusky [City].

WHEREAS, the City is in need of the services of the Inspector to provide solid and bulky waste hauler inspection services; and

WHEREAS, the Inspector is qualified and willing to provide such services as may be needed by the City, NOW, THEREFORE, it is hereby mutually understood and agreed as follows:

### **A. DUTIES OF INSPECTOR**

1. The Inspector will provide a scheduled inspection of bulky and solid waste hauler trucks that collect waste in enforcement of Chapter 955 of the City codified ordinances for the City during regular hours of operation between 8AM and 5PM Monday through Friday prior to initial registration, or renewal of annual vehicle registration, with the City; and
2. The Inspector will provide scheduled re-inspections of bulky and solid waste hauler vehicles to confirm resolution of documented violations; and
3. The Inspector will provide violation inspection records to the City for consideration prior to registration by the City; and
4. The Inspector will make its authorized representatives available for consultation upon prior request of the City or its authorized representatives; and
5. The Inspector will invoice the City on a monthly basis for all inspections done in that month.

### **B. DUTIES OF THE CITY**

1. The City will provide a list of applicants for solid waste haulers to the Inspector who shall utilize the list for the purposes of inspections; and

2. Any changes or alterations in the City's administrative or regulatory requirements, in regard to bulky or solid waste inspection services, may be done after consultation and approval by the Inspector; and
3. The City agrees to reimburse the Inspector from any collected fees, Twenty-five Dollars (\$25.00) per inspection of any initial or renewal of a registered bulky or solid waste vehicle; payable within 30 days of invoice and vehicle registration as agreed in this Contract.

**C. TERM OF CONTRACT AND TERMINATION OF THIS CONTRACT**

1. This Contract shall become effective on **December 1, 2021**, and shall remain in effect until **November 30, 2022**, unless terminated in accordance with this section.
2. Either party may terminate this Contract at any time without cause after giving thirty (30) days notice to the other by simultaneous U.S. Regular and Certified Mail to the addresses listed below.
3. Either Party may terminate this Contract immediately upon notice as given above if:
  - a. The Inspector is no longer able to provide inspections;
  - b. The City no longer has solid waste haulers.
  - c. The City does not provide the required list of applicants for hauling solid waste.

**D. MISCELLANEOUS**

1. Neither agreement or any duties or obligations imposed hereunder shall be assignable by the City or Inspector without the prior written consent of the other party.
2. No modification of this Contract shall be effective unless it is in writing and signed by both Parties.

3. This Contract contains the entire agreement between the Parties and all of the terms and conditions to which the Parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter hereof and shall be interpreted in accordance with the laws of the State of Ohio.
4. Notice: Any notice under this Contract shall be by simultaneous U.S. Regular and Certified Mail, return receipt requested, addressed to the following:

For the City  
City of Sandusky  
ATTN: City Manager  
240 Columbus Avenue  
Sandusky, OH 44870

For the Inspector  
Erie County Health Department  
ATTN: Health Commissioner  
420 Superior Street  
Sandusky, OH 44870

5. The City and Inspector will provide a resolution and/or approved meeting minutes, herein attached as Exhibit "A" and Exhibit "B", respectively, which authorizes its designated representative to enter into this Contract.
6. If any section, sentence, clause or phrase of this Contract is for any reason held to be illegal, invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remainder of this contract and it shall remain in full force and effect.

**SIGNATURES TO FOLLOW**

FOR THE CITY OF SANDUSKY

\_\_\_\_\_  
Eric L. Wobser, City Manager  
City of Sandusky

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brendan L. Heil, Interim Law Director  
City of Sandusky

\_\_\_\_\_  
Date

FOR THE ERIE COUNTY GENERAL HEALTH DISTRICT BOARD OF HEALTH

**EXHIBIT "1"**

\_\_\_\_\_  
Peter T. Schade, M.P.H., R.E.H.S.  
Health Commissioner  
Erie County General Health District

\_\_\_\_\_  
Date





## CITY OF SANDUSKY POLICE DEPARTMENT

---

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5863  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

**TO:** Eric Wobser, City Manager

**FROM:** Jared Oliver, Police Chief

**DATE:** October 1, 2021

**RE:** Commission Agenda Item

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to allow for the trade-in of sixty-nine (69) Glock 34 Gen4 9 mm caliber duty weapons, two (2) Remington M700 Rifles, fifteen (15) Remington 870 Shotguns, sixty (60) Streamlight TLR1 Lights, and 12 ga. Shotgun ammunition, and purchase fifty-five (55) Sig P320 PRO 9mm duty weapons each with three (3) magazines from Vance's Outdoors, Inc., of Columbus, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, in the amount of \$35,519.70 trade-in value of \$27,727, for a grand total amount of \$7,792.70

**BACKGROUND INFORMATION:** The Sandusky Police Department purchased Glock Model 34 9 mm caliber duty weapons almost six (6) years ago. The life expectancy of these weapons is from 10-15 years. The duty weapons have a holster and light package.

The anticipated schedule to begin replacing parts for the current Glock Model 34 Gen4 9 mm caliber duty weapons is within two (2) years. Currently, there is an extreme shortage of spare parts, as almost all parts are being dedicated to new production. Our current duty weapons have certain parts that are not compatible with the current production Gen5 Glock. The current cost for replacing parts is between \$117 - \$157 per weapon, with approximate costs exceeding \$10,000.

The 9mm Luger technology affords organizations with providing their armed personnel the best chance of surviving a deadly force encounter since they can expect faster and more accurate shot strings and higher magazine capacities.

The Sig P320 PRO 9mm has different sized grip modules to allow officers to fit the firearm into their hand size to fit their specific grip. The fit would allow for more comfort and the weapon has less recoil for more accuracy. The weapon weighs less and is more compact than the current duty weapons, again allowing for more comfort for our Officers.

Vance's Outdoors, Inc. will accept trade-in of our existing duty weapons at a value of \$27, 727.00.

**BUDGETARY INFORMATION:** The total cost for the fifty-five (55) Sig P320 PRO 9mm caliber duty weapon and three (3) magazines is \$7,792.70.00 which will be paid with federal forfeiture funds. This purchase will have no impact on the general fund.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to purchase fifty-five Sig P320 PRO 9mm caliber duty weapons and including three (3) magazines from Vance's Outdoors, Inc., of Columbus, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract No. OT902219, in the amount of \$35,519.70, trade-in value of \$27,727.00, for a grand total amount of \$7,792.70. It is further requested that this legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to purchase the weapons before the quote expires on October 17, 2021.

**Approved:**

**I concur with this recommendation:**

---

Jared Oliver, Police Chief

---

Eric Wobser, City Manager

cc: Michelle Reeder, Finance Director  
Brendan Heil, Law Director



Send PO's To:  
 3723 Cleveland Ave  
 Columbus, OH 43224  
 ph (614)471-0712  
 fx (614)471-2134

Remit Pymt To:  
 4250 Alum Creek Dr  
 Obetz, OH 43207  
 ph (614)489-5025  
 fx (614)489-5077

Account Name SANDUSKY POLICE DEPARTMENT  
 Contact Name Brad Wilson  
 Bill To 222 MEIGS ST.  
 SANDUSKY, OH 44870  
 Phone (419) 627-5902  
 Email bwilson@ci.sandusky.oh.us

Date 9/17/2021  
 Quote Number 00041692  
 Prepared By Ryan Whitman

Quantity	Style	Product Family	Description	Unit Quantity	Sales Price	Total Price
40.00	W320CA-9-BXR3-PRO-RXP	Sig Sauer	SIG P320 XCARRY PRO 9MM Pistol w/Romeo1Pro optic	Each	\$714.12	\$28,564.80
15.00	W320CA-9-BXR3-PRO	Sig Sauer	SIG P320 XCARRY PRO 9MM Pistol	Each	\$463.66	\$6,954.90

Subtotal	\$35,519.70
Trade In Value	\$27,727.00
Shipping and Handling	\$0.00
Tax	\$0.00
Quote Grand Total	\$7,792.70

Payment Details

- Net 30
- Check
- Credit Card

Number of Days  
 Quote Valid

**Quote Valid 30 Days**

Name \_\_\_\_\_

CC # \_\_\_\_\_

Expires \_\_\_\_\_ CRV CODE \_\_\_\_\_  
 CREDIT CARDS OVER \$1,000 incur a 3% SURCHARGE

## CERTIFICATE OF FUNDS

In the Matter of: Police Duty Weapons

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

Account # 863-1140-54090

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



Michelle Reeder

Finance Director

Dated: 10/5/2021

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF SIXTY NINE (69) GLOCK 34 GEN4 9MM CALIBER DUTY WEAPONS, TWO (2) REMINGTON M700 RIFLES, FIFTEEN (15) REMINGTON 870 SHOTGUNS, SIXTY (60) STREAMLIGHT TLR1 LIGHTS, AND 12-GAUGE SHOTGUN AMMUNITION FROM THE POLICE DEPARTMENT AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND AUTHORIZING THE CITY MANAGER TO PURCHASE FIFTY FIVE (55) SIG P320 PRO 9MM DUTY WEAPONS FROM VANCE OUTDOORS, INC. OF COLUMBUS, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE SANDUSKY POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, the Police Department purchased Glock Model 34 9mm caliber duty weapons almost six (6) years ago and the anticipated schedule to begin replacing parts is within two (2) years; and

**WHEREAS**, there is currently an extreme shortage of spare parts, as almost all parts are being dedicated to new production, and the current duty weapons have certain parts not compatible with the current production of Gen5 Glock weapons and furthermore the current cost for replacing parts is between \$117-\$157 per weapon; and

**WHEREAS**, the Sandusky Police Department desires to replace their Glock 34 Gen4 duty weapons with the Sig P320 PRO 9mm which has different sized grip modules allowing the firearm to be fitted to each officer's specific grip for more comfort and accuracy as the weapon has less recoil; and

**WHEREAS**, the Sig P320 PRO weighs less and is more compact than the current duty weapons and the 9mm Luger technology provides the best chance of surviving a deadly force encounter since they can expect faster and more accurate shot strings and higher magazine capacities; and

**WHEREAS**, the Sig P320 PRO 9mm duty weapons are available from Vance Outdoors, Inc., of Columbus, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

**WHEREAS**, the cost for Fifty Five (55) Sig P320 PRO 9mm duty weapons with three (3) magazines is \$35,519.70, of which \$27,727.00 will be credited for the trade-in of duty weapons, rifles, shotguns, lights, and ammunition, for a total cost of \$7,792.70.00, which will be paid with Federal Forfeiture 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 purchase the weapons before the offer expires on October 17, 2021; 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 Police 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 finds and determines that the Sixty Nine (69) Glock 34 Gen4 9mm Caliber Duty Weapons, two (2) Remington M700 Rifles, fifteen (15) Remington 870 Shotguns, sixty (60) Streamlight TLR1 Lights, and 12-gauge shotgun ammunition described in the preamble above are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the personal property through a purchase and trade process.

Section 2. The City Manager is authorized and directed to purchase Fifty Five (55) Sig P320 PRO 9mm Duty Weapons, each with Three (3) Magazines, for the Sandusky Police Department from Vance Outdoors, Inc. of Columbus, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract No. OT902219, at an amount **not to exceed** Seven Thousand Seven Hundred Ninety Two and 70/100 Dollars (\$7,792.70).

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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 11, 2021

**NOTICE TO LEGISLATIVE  
AUTHORITY**

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

TO

27711360010 <small>PERMIT NUMBER</small>		NEW <small>TYPE</small>	FLASH ENTERPRISES INC DBA FLASH DRIVE THRU 802 HANCOCK ST SANDUSKY OH 44870
09 17 2021 <small>ISSUE DATE</small>			
09 17 2021 <small>FILING DATE</small>			
C2 <small>PERMIT CLASSES</small>			
22 <small>TAX DISTRICT</small>	077 <small>DISTRICT</small>	B <small>PERMIT CLASS</small>	D17960 <small>RECEIPT NO.</small>

City of Sandusky

FROM 09/23/2021

SEP 24 2021

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



MAILED 09/23/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/25/2021

**IMPORTANT NOTICE**

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

REFER TO THIS NUMBER IN ALL INQUIRIES **B NEW 2771136-0010**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF SANDUSKY CITY COUNCIL  
 240 COLUMBUS AVE  
 SANDUSKY OHIO 44870**