



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JULY 25, 2022 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mike Meinzer
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, D. Murray, D. Brady, S. Poggiali, D. Waddington, B. Harris, M. Meinzer
APPROVAL OF MINUTES	July 11, 2022
AUDIENCE PARTICIPATION	
INTRODUCTION:	Jarod Oliver, Police Chief, New Officers: Cade McClellan & De'Marr Adcock
PROCLAMATIONS:	Dick Brady, President, to De'Shyra Reed and Kozetta Pool
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Arin Blair, Chief Planner

CERTIFIED LOCAL GOVERNMENT GRANT FROM OHIO HISTORY CONNECTION

Budgetary Information: The grant funds do not require a local match, so the legislation will have no impact on the City's budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to accept grant funds in the amount of \$18,800 from the State Historic Preservation Office, Ohio History Connection through the Certified Local Governments Grant Program for the Update Citywide Design Guidelines Project; authorizing the City Manager to execute any grant agreements and to expend the funds consistent with the grant agreement; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Nicole Grohe, CDBG Program Administrator

PROFESSIONAL SERVICES AGREEMENT WITH DONALD B. EAGER AND ASSOC. FOR CITY'S FAIR HOUSING

Budgetary Information: The total cost of professional services will not exceed \$9,000 and will be paid from CDBG funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Donald B. Eager & Associates, LLC, of Lancaster, Ohio, for professional services for the implementation of the City's Community Development Block Grant (CDBG) Fair Housing Program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Mario D'Amico, Fire Chief (FIRST READING)

PERMISSION TO SELL ONAN GENERATOR

Budgetary Information: Funds received from the sale of the Onan 7.5 KW Gen Set Generator will be placed into the EMS fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of an Onan 7.5 KW Gen Set Generator as having become unnecessary and unfit for city use pursuant to Section 25 of the City Charter.

ITEM D – Submitted by Jonathan Holody, Community Development Director

ECONOMIC DEVELOPMENT FUND GRANT AGREEMENT WITH GSS GROUP FOR 422 COLUMBUS AVENUE

Budgetary Information: The City will be responsible for providing a total of \$25,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis. The project will have an ongoing positive impact on the General Fund due to increased income and property taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$25,000 through the Economic Development Fund Program to GSS Group, LLC, in relation to the property located at 422 Columbus Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Jason Werling, Recreation Manager

GOLF CART LEASE REPEAL AND APPROVE AMENDED AGREEMENT

Budgetary Information: The cost for leasing 12 Yamaha gas powered golf carts over a five (5) year period is \$43,920 plus a \$250 documentation fee, which will be paid from Mills Creek Golf Course funds.

ORDINANCE NO. _____: It is requested an ordinance be passed repealing Ordinance No. 21-146, passed on October 11, 2021; authorizing and directing the City Manager to enter into a lease agreement with PNC Bank, National Association of Horsham, Pennsylvania, for twelve (12) Yamaha gas powered golf cars through Lake Erie Golf Cars, LLC, of Warrensville Heights, Ohio, for the Mills Creek Golf Course for a period of five (5) years; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

ITEM 1 – Submitted by Marcus Harris, Diversity and Economic Opportunity Manager (FIRST READING)

AMENDMENT OF FIREWORKS CODIFIED ORDINANCE TO INCLUDE JUNE 19TH

Budgetary Information: There is no budgetary impact.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part Fifteen (Fire Prevention Code), Chapter 1519 (Fireworks), Section 1519.04 (Possession, Sale or Discharge Prohibited; exceptions) of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow.

ITEM 2 – Submitted by Josh Snyder, Public Works Engineer

AWARD CONTRACT FOR 2022 CDBG STREET REHABILITATION PROJECT TO PRECISION PAVING

Budgetary Information: The total construction cost of the project based on bids is \$207,827.00 and shall be paid for with Federal Community Development Block Grant funds.

ORDINANCE NO. _____: It is requested an ordinance authorizing and directing the City Manager to enter into a contract with Precision Paving, Inc., of Milan, Ohio, for the 2022 Community Development Block Grant (CDBG) Street Rehabilitation Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Cody Browning, IT Manager

PURCHASE SERVICE CENTER SECURITY FROM JOHNSON CONTROL

Budgetary Information: The total cost of this project will be \$134,954 which will be paid from the IT operating budget in the amount of \$14,954 (11%), Building Maintenance operating budget in the amount of \$95,000 (70%), and Issue 8 Capital Projects budget in the amount of \$25,000 (19%).

ORDINANCE NO. _____: It is requested an ordinance authorizing and directing the City Manager to expend funds for the purchase and installation of security door controls at the Service Center from Johnson Control, Inc., of Cleveland, Ohio, through the Sourcewell Cooperative Purchasing Program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

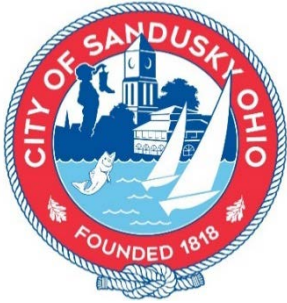
NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.CityofSandusky.com/Live – Click “Play” 



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager

From: Arin Blair, Chief Planner

Date: July 12, 2022

Subject: Commission Agenda Item – Certified Local Government Grant

Items for Consideration: Legislation authorizing the City Manager to accept a Certified Local Government Grant in the amount of \$18,800 from Ohio History Connection.

Background Information: In February 2022, the City applied to the Ohio History Connection for a Certified Local Government Grant through the State Historic Preservation Office to update the Sandusky Preservation Design Guidelines. On July 1, 2022, Ohio History Connection announced the City of Sandusky has been awarded \$18,800 to complete the Preservation Design Guidelines Update.

Sandusky has more than 100 buildings on the National Register of Historic Places and more than 1,500 structures within locally designated historic districts. Preserving these structures, while allowing them to take on new life, is essential to Sandusky's community pride and heritage. This guideline update will improve Sandusky's historic preservation process and ensure we are using up-to-date best practice design guidelines in our community.

The current Preservation Design Guidelines were created in 2007 and have received minimal updates since their adoption. The scope of the update will include editing any conflicting or inaccurate information, adding guidance for new development and construction, and overall ensuring the guidelines adhere to contemporary historic preservation practices most relevant to Sandusky.

The Planning Division will hire a qualified historic preservation consultant, through a documented bid or RFP process, to research and prepare the design guidelines document. Two public meetings will be held within the process to involve Landmark Commissioners, residents and owners of historic properties in the city. According to the grant award, the project work is to be completed no later than December 31, 2023.

Budgetary Information: The grant funds do not require a local match, so the legislation will have no impact on the City budget.

Action Requested: It is requested that the proper legislation be prepared to authorize the City Manager to accept and expend a Certified Local Government Grant in the amount of \$18,800 from Ohio History Connection, a non-profit organization. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to execute the grant agreement and begin the process for updating the guidelines and completed by the deadline of December 31, 2023.

Arin Blair, AICP
Chief Planner

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$18,800.00 FROM THE STATE HISTORIC PRESERVATION OFFICE, OHIO HISTORY CONNECTION THROUGH THE CERTIFIED LOCAL GOVERNMENTS GRANT PROGRAM FOR THE UPDATE CITYWIDE DESIGN GUIDELINES PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY GRANT AGREEMENTS AND TO EXPEND THE FUNDS CONSISTENT WITH THE GRANT AGREEMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, funding for grants to Certified Local Governments (CLG) comes from the U.S. Department of the Interior's Historic Preservation Fund (CFDA 15.904), administered by the National Park Service, which provides financial support to State Historic Preservation Offices and under provisions of the National Historic Preservation Act, 10% of the annual appropriation to Ohio is set aside for CLG grants; and

WHEREAS, the Certified Local Government (CLG) Program facilitates cooperation between state and local governments with Federal partners to promote nationwide preservation initiatives and as a Certified Local Government, the City may compete annually for grants to help carry out a wide range of historic preservation activities; and

WHEREAS, in February of 2022, the City applied to the Ohio History Connection for a Certified Local Government Grant through the State Historic Preservation Office to update the Sandusky Preservation Design guidelines and was subsequently awarded funds in the amount of \$18,800.00; and

WHEREAS, Sandusky has more than 100 buildings on the National Register of Historic Places and more than 1,500 structures within locally designated historic districts and preserving these structures, while allowing them to take on new life, is essential to Sandusky's community pride and heritage; and

WHEREAS, the current Preservation Design Guidelines were created in 2007 and have received minimal updates since their adoption and updating these guidelines will improve Sandusky's historic preservation process and ensure the City is using up-to-date best practice design guidelines; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the grant agreement and begin the process for updating the guidelines and completed by the deadline of December 31, 2023; and

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

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

Section 1. This City Commission authorizes and directs the City Manager and/or Finance Director to accept Certified Local Government Grant Program funds from the Ohio History Connection through the State Historic Preservation Office for the completion of the Preservation Design Guidelines Update, in the amount of Eighteen Thousand Eight Hundred and 00/100 Dollars (\$18,800.00).

Section 2. This City Commission authorizes and directs the City Manager to execute any grant agreement between the City of Sandusky and the Ohio History Connection in relation to the acceptance of the grant funds and to lawfully expend the funds consistent with the grant agreement.

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

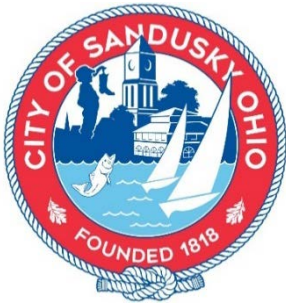
Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: July 25, 2022



COMMUNITY DEVELOPMENT DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Nicole Grohe, CDBG Program Administrator

Date: July 12th, 2022

Subject: Commission Agenda Item – Professional Services Agreement with Donald B. Eager and Associates for Implementation of the City’s Fair Housing Program.

Item for Consideration: Agreement with Donald B. Eager and Associates for professional services to provide for the implementation of the City’s Fair Housing Program for the City of Sandusky. A Fair Housing Program is a requirement of the City of Sandusky being awarded CDBG funds.

Purpose: The purpose of a Fair Housing Program is to address community needs and to ensure compliance with the regulations governing the City of Sandusky’s housing programs – to affirmatively further fair housing. The scope of work includes, but is not limited to, conducting two fair housing seminars, conducting training and technical assistance to staff on fair housing issues, tenant/landlord rights/responsibilities, providing information on fair house issues, laws, reasonable accommodation, resources and current events, developing a fair housing outreach plan, conducting fair housing testing, responding to fair housing complaints and compiling all fair housing records necessary for property reporting to HUD.

Background Information: A Request for Proposals (RFP) and Cost was issued by the City of Sandusky in the Sandusky Register and on the city’s website. Proposals were accepted from June 24th through July 1st 2022. One proposal was received from Donald B. Eager and Associates. Upon an evaluation process, Donald B. Eager and Associated was selected as the most qualified firm based upon their experience, qualifications, and having implemented this program prior years. The proposed contract, if approved, will be in effect for the duration of the FY22 CDBG Program year, which runs from July 1st, 2022 through June 30th, 2023. The contract provides an option for the City to extend the contract for two additional one-year terms.

Budgetary Impact:

The total cost of professional services will not exceed nine thousand (\$9,000) dollars and will be paid from CDBG funds.

Action Requested: It is requested that City Commission approve the proposed contract and that proper legislation be prepared authorizing the City Manager to enter into a contract with Donald B. Eager and Associates for professional services for the implementation of the City's Fair Housing Program. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter, to execute an agreement in a timely manner to implement the program for the FY22 CDBG program year which began on July 1, 2022.

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: Donald B. Eager & Associates, Fair Housing Agreement- CDBG

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 #241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/19/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DONALD B. EAGER & ASSOCIATES, LLC, OF LANCASTER, OHIO, FOR PROFESSIONAL SERVICES FOR THE IMPLEMENTATION OF THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FAIR HOUSING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this agreement would allow Donald B. Eager & Associates, LLC, to act as the City's consultant for the implementation of City's Fair Housing program and to provide fair housing services to low- and moderate income residents in Sandusky under the rules and regulations of the U.S. Department of Housing and Urban Development Community Development Block Grant; and

WHEREAS, a Request for Proposals (RFP) was issued on June 24, 2022, for Fair Housing Services and Donald B. Eager and Associates was the only respondent to submit a proposal and upon an evaluation process performed by a Selection Committee, Donald B. Eager and Associates was selected as the most qualified firm based upon their experience, qualifications, and having provided the City with Fair Housing services in the past; and

WHEREAS, the initial term of the agreement is the period from August 1, 2022, through June 30, 2023, with an option for the City to extend for two (2) additional one (1) year periods; and

WHEREAS, the cost for the professional services for the implementation of the City's Fair Housing Program for the FY22 CDBG program year is not to exceed \$9,000.00 and will be paid with Community Development Block Grant (CDBG) 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 execute an agreement and allow Donald B. Eager & Associates, LLC to implement the program for the FY22 CDBG program year which began on July 1, 2022; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Donald B. Eager & Associates, LLC, of Lancaster, Ohio, for professional services for the implementation of the City's Community Development Block Grant (CDBG) Fair Housing program for the period of August 1, 2022, through

June 30, 2023, consistent with the proposal submitted, a copy of which is marked Exhibit "A" and attached to this Ordinance, at an amount **not to exceed** Nine Thousand and 00/100 Dollars (\$9,000.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: July 25, 2022

**FAIR HOUSING SERVICES
PROPOSAL
FOR
THE CITY OF SANDUSKY, OHIO
2022-2023**



PREPARED FOR:
City of Sandusky
Department of Community Development
240 Columbus Ave
Sandusky, Ohio 44222

SUBMITTED BY:
Donald B. Eager & Associates
223 E 5th Ave
Lancaster, Ohio 43130
1-740-243-0884
dbe40dd@gmail.com

FAIR HOUSING PROGRAM PROPOSAL
August 1, 2022 - June 31, 2023
THE CITY OF SANDUSKY

This proposal outlines a comprehensive plan to provide professional services for the implementation of the Fair Housing Program for the City of Sandusky for August 1, 2022 to June 31, 2023 by fair housing consultants Donald B. Eager & Associates. The proposal assures that the City's Fair Housing Program will be administered in accordance with the Community Development Block Grant (CDBG) program as approved by U.S. Department of Housing and Urban Development (HUD) and will be implemented over a twelve month period. Donald B. Eager & Associate have over thirty years of providing fair housing services to communities throughout Ohio and the United States.

Scope of Work

The purpose of a Fair Housing Program is to address community existing needs, to be prepared for future issues and to ensure compliance with the regulations governing the City of Sandusky's housing programs from both the State of Ohio and Federal rules. Especially to meet the requirement to affirmatively further fair housing in the City of Sandusky.

Fair Housing Education

1. Conduct a minimum of two (2) seminars - Donald B. Eager & Associates has developed a number of training programs that will more than address the need to provide a seminar on Federal and State Fair Housing Law and Regulations for the private sector, non-profit agencies, government agencies and/or other appropriate agencies and other appropriate audiences as determined by the City. Training's will be inclusive of those activities identified in the City's Analysis to Impediments to Fair Housing Choice to assure that they are addressed.

These seminars have been developed to fit within the time frames of one half-hour to all day depending on the needs of private sector, non-profit agency, government agency, and/or appropriate audience as directed by the City. These seminars include approved courses for Real Estate Professionals and others who require continuing education credits for their profession.

Seminars would include all areas of Fair housing rights and responsibilities, tenant/landlord regulations, reasonable accommodations, legal resources, current changes to Fair housing laws, legal decision that effect fair housing, ADA and current trends in fair housing.

Donald B. Eager and Associates have received high marks for their training's and their programs in terms of content and presentation. Current agenda's and training outlines can be reviewed and adjusted with the input of the City and the Fair Housing Board and Human Relations Commission to assure the needs of the City and those participating in the training are met.

2. Conduct training and technical assistance to City staff and others regarding Fair housing issues, tenant/landlord rights/responsibilities, laws, reasonable accommodation, resources and current events.

Fair Housing Outreach

Donald B. Eager and Associates will develop a comprehensive geographic outreach plan and means for the distribution of education material throughout the City to assure that as many residents as possible are getting access to Fair Housing Program information. The outreach plan will include mail, redesign of the Facebook page and other social media.

1. Donald B. Eager & Associates has developed posters, flyers, brochures for the City that cover the following topics in both English and Spanish as needed: Brochures - Guide To Fair Housing, How To Request A Reasonable Accommodation, Your Right to A Service/Companion Animal, How To Request An Accommodation For A Service/Companion Animal, Tenant Landlord Guide To Rights and Responsibilities, Repairs To Rentals. Flyers - How To Escrow Your Rent, Responsibilities of The Tenant, Responsibilities of The Landlord, 10 Tips on Picking the Right Apartment/Landlord, 10 Tips On Picking The Right Tenant. Posters- Fair Housing Equal Opportunity To Housing (color & Black & White.) Booklet - Your Rights and Duties as a Tenant (Limited)
2. Redesign of the City Fair Housing Facebook Page. Research the need for a Twitter and Instagram accounts.
3. Participate in the City of Sandusky Fair Housing Board meetings (with notice of regular meeting dates). Update Board members on activities regarding the City Fair Housing Program and gather any input from members on future activity. Attend Human Relations Commission meetings as needed.
4. Address findings and activities identified in the City of Sandusky's Analysis of Impediments to Fair Housing. Upon review of the current AI a plan will be developed to incorporate the impediments identified into the current program year activities so that they may be addressed and also included in the HUD required Action Plan.
5. With the new Census it is time to do a complete update of the Analysis of Impediments to Fair Housing Choice (AI). This analysis will include an detail review of the 2020 Census data, analysis of most current lending data, and a detail review of housing data, including sales and rental costs. A new detailed AI report will be submitted to staff with the annual report. Included will be any Impediments that will be needed to include in future Fair Housing Program activities.

Fair Housing Testing

Donald B. Eager and Associates have designed, implemented and reviewed hundreds of housing related tests. These test include all facets of the housing industry from sales, to rentals and to mortgages. We have written manuals on testing, trained testers and organizations to do testing and are recognized an expert in this important area of fair housing enforcement. See the "How, When and Where of Testing," prepared for the City in a previous program year.

The City's Fair Housing Program will implement a testing program and when necessary provide testing on complaints that warrant such action. It will also conduct a minimum of 2 paired tests based on criteria as directed by the City, to included both rental and sales tests of randomly selected listings.

Fair Housing Referral

Donald B. Eager & Associates knowledge and experience ensures that as the Contractor it will provide a timely and professional response to discrimination complaints. Since discrimination complainants often fail to file complaints, history shows that referral of fair housing complaints to the Ohio Civil Rights Commission (OCRC) or HUD are best addressed as quickly as possible. The ability to readily refer complaints and monitor discriminatory activities can make a significant difference in findings and thus the outcome of fair housing complaints. The City of Sandusky will be involved in all aspects of fair housing complaints received and Donald B. Eager and Associates will provided assistance to the City on all complaints that it recieve's. It is important that a coordinated effort is maintained.

The Department of Housing and Urban Development (HUD) requires Fair Housing Programs to have in place a fair housing complaint intake and referral system. In response to this requirement, we offer a local fair housing office contact number and a Fair Housing Hotline (1-800-854-0467). Both telephone numbers and the office address are printed on all informational and marketing materials. These materials are distributed to various organizations at public, civic, social service and school educational meetings and distributed through the Outreach Program throughout the program year.

Although we are not attorneys, however we do have a licensed, experienced para legal on staff and we do have an experienced Fair Housing Attorney that has worked with us on many fair housing cases over the years in the City of Sandusky that we can refer to. We also have an investigator that can investigate further any fair housing complaints. While we do not give legal advice, we do have a thorough knowledge of Ohio Landlord and Tenant Law and Fair Housing Law, our principal associate has over forty years of experience. We answer the 1-800 Fair Housing and Landlord/Tenant hotline five days a week during normal business hours. We provide information to City residents with questions and concerns regarding housing discrimination and landlord/tenant issues. If it is determined that we cannot be of assistance, the caller is referred to the appropriate person, agency or office. For messages left in voice-mail on the hotline after regular

business hours (Monday through Friday - 9:00 am to 5:00 pm) and on weekends and holidays, a response will be made within 24 to 48 hours.

The intake of calls provides that each caller telephone number, date and time of the call, their name and address name if given. This basic information is always asked for and in most cases it is given by the caller. If the caller prefers not to give name and address it is not required. It is stated that all calls are CONFIDENTIAL and the information is never shared or reported without their consent. This promise is very important in assuring the caller that they can speak freely without reprisal. We also try to get other information like race, marital status, number of children (if any) income (low, low-mod, etc.) often times this information can be ascertain by the conversation. But it is important when trying to determine who we are serving within the City. Also where geographically our calls are coming from.

Fair housing complaints can go one of three ways once we have determined that they are valid or "probable cause". Usually through questions of the complainant we can determine if further action is necessary. Keep in mind that the complainant is involved in the process throughout. We never leave the complainant in the dark or without a direct line to us. Fair housing Complaints can require a lot of "hand holding" through the process. It is necessary that the complainant know that we are with them through the whole process.

The first way is to determine if we need to do testing on the complaint. If we do we have a fair housing investigator that we can call upon that generally test a rental or sales location within 48 to 72 hours depending on the nature of the complaint. Once the test is complete then we can determine which direction to proceed.

The second way is to go directly to the Fair Housing Attorney and let the complainant talk to him. This is often the way that the complaint goes. Usually because the unit has been rented or the complainant would rather proceed in the direction. Our Fair Housing Attorney is very reasonable and in fair housing cases legal fees are awarded by the court. If the complainant can not afford the initial fee of the attorney (\$95) we cover it through funds that we receive from the City through our contract to do the Fair Housing Program or through our own funds.

The third way is to file the complaint with the Ohio Civil Rights Commission. Fair housing complainants are informed of Fair housing rights and remedies. They can file their complaint on line at the OCRC website (with our assistance) or we can mail a Fair housing complaint form, cover letter and informational materials regarding complaint procedures. A stamped/self-addressed envelope and Fair housing brochure are also included with each complaint form. The complainant is asked to forward the original complaint form to the OCRC and return a copy of the signed, completed complaint form to us for our records. In addition, complainants are told that we will assist them in all aspects of the process as their advocate if they wish. Should the complainant prefer to deal directly with the responsible agency, the complainant is given the agency regional office address and phone number. Where necessary a representative from Donald B. Eager & Associates will meet with the client and assist them in this process. Donald B Eager & Associates never leaves the complainant without assistance or support throughout the complaint process,

which can be lengthy.

This processes will be used in cooperation with City and all staff will be trained in the process to assure that everyone is following the same procedure. The City's staff will be kept up to date on all Fair housing complaints.

REPORTING REQUIREMENTS

Donald B Eager & Associates will keep all records necessary and required by the city. We will report all complaints and the disposition of those complaints. All records regarding testing will be maintained regarding the testing program. All mailings of Fair housing outreach materials will be documented and receipt maintained. Agendas, sign in sheets, minutes, etc of all meetings will be maintained. Reports, financial and performance, will be provided to the City on a quarterly basis as to the schedule that the City has determined at the signing of the contract. Semi-Annual reports outlining the progress of activities will also be submitted.

BUDGET

This budget is based on the volume of service as described in the scope of services above. This budget is inclusive of all time and materials needed to carry out the program. The Consultant has adequate staff and time to complete the program in an effective manner.

Budget Category	Description	Cost
Consultant/Contract Services	All time inclusive to carry out contract	\$5000.00
Total Consultant		\$5,000.00
Testing	Conduct 2 Paired Tests	\$800.00
1-800 Hotline	Cost of Maintain 1-800 Line	\$400.00
Printing	Cost of printing brochures, posters, booklets, flyers, etc.	\$600.00
Travel	Travel to Board meetings, to local meetings, etc.	\$800.00
Analysis of Impediments to Fair Housing Choice	Cost data drops, mapping program updates, lending analysis program updates	\$1,000.00
Outreach	Postage, social media development	\$400.00
Total Non- Consultant		\$4,000.00
Total Project Budget		\$9,000.00

Experience

Donald B. Eager and Associates have conducted the City's Fair Housing Program from 2011 through part of 2014, and from 2015 to present. Mr. Eager has over 40 years of experience in fair housing and tenant/landlord programs, Mrs. Eager has over 25 years..

Donald B. Eager and Associates, LLC was formed in 1991 and officially incorporated in 1995. The Fair housing and community planning experience dates from 1977 when Donald Eager became a planner for a four county regional planning and development organization -NEFCO and organized the first fair housing effort in northern Ohio on a multi county level.

Members of the company have served as directors of prestigious private fair housing organizations and community development corporations. They have also authored fair housing statutes and regulations, litigated Fair housing cases, and advised Governors on fair housing/fair lending issues. Their wide range of training experience includes: non-profit organizations, city officials, state agencies, and, finally, HUD Field and Executive Staff where they received the highest rating of any training program in the agency's history at that time.

The Company's staff has received numerous national and state awards and citations for their remarkable accomplishments in the fair housing/fair lending field. Their extensive and diverse experience is recognized throughout the United States. In sum, Donald B. Eager and Associates is a proven expert.

Donald B. Eager & Associates has provided Fair Housing Program activities in the following counties and communities in Ohio. These programs are operated under the State of Ohio's Small Cities CDBG Formula, CHIP and HUD Entitlement CDBG requirements. Shaded communities represent current programs.

City of Bellefontaine
City of Wooster
City of Circleville
City of Salem
City of Cuyahoga
Falls(HUD)
Clinton County
City of East Liverpool
Hardin County
City of East Palestine
Jefferson County
City of Mt. Vernon
Knox County
City of Newark(HUD)
Lorain County
City of Wilmington
Madison County
City of Toronto

Wayne County
Ashtabula County
City of Ashtabula
City of Conneaut
Jackson County
City of Athens
Athens County
Pickaway County
Logan County
City of London
Williams County
Defiance County
Henry County
Fulton County
Erie County
Union County
City of Sandusky(HUD)
Coshocton County

Application Worksheet

Applicant Information

Agency Name: Donald B Eager & Associates

Street: 223 E 5th Ave

City/State/Zip Code: Lancaster, OH 43130

Phone Number: 740-243-0884

Tax ID Number: 311680185

Authorized Official

Name: Donald B Eager

Title: President

E-mail Address: db40dd@gmail.com

Contact Person (if other than Authorized Official)

Name: Linda S Eager

Title: Senior Associate

Phone Number: 740-243-3178

E-mail Address: lseager46@icloud.com

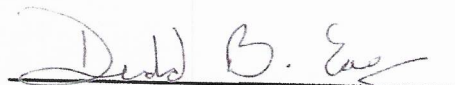
Total Project Budget

12 months: \$9,000.00

To the best of my knowledge and belief, the information contained in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant will comply with all assurances, federal, state, and local laws and regulations if funding is approved.

Donald B Eager, President

Typed Name and Title


Signature of Authorize

Waiver and Release Form

In consideration of the review by the City of Sandusky, Ohio, of a contract proposal and bid submitted by the undersigned, and as a condition precedent thereto, the undersigned does hereby authorize and direct the release to administrative officers of the City of any and all information related to the current obligations of the undersigned to the City, including, but not by way of limitation, obligations under the City's income tax, hereby waiving any privilege, statutory or otherwise, as to the same, and releasing the City of Sandusky, Ohio, its officers, agents, and employees from any liability in relation thereto.

EXHIBIT "A"

BY: _____

Derek B. Egan

DATE: _____

July 5, 2022

SIGNED IN THE PRESENCE OF:

Linda Sue Egan

Organization History

Has Respondent, or any officer or partner of respondent, failed to complete a contract?
Yes _____ No X _____ If yes, give details on separate sheet.

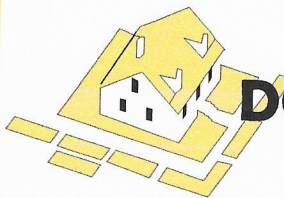
Is any litigation pending against Respondent or any officer or partner of Respondent's organization? Yes _____ No X _____ If yes, give details on separate sheet.

Experience History

List three similar contracts which the Respondent Organization has provided service under. Indicate current or recent, along with a contact person and phone number. If no, so state. Attach extra page(s) if necessary.

<u>Municipality</u>	<u>Current or Recent</u>	<u>Contact Person/Phone No.</u>
Hardin County	Current	Mark Doll 419-674-2215
Wayne County	Recent	Pete Wearstler 330-287-5420
Multi-Community - CDC Ohio	Current	Amy Schocken 614-445-8373

EXHIBIT "A"



DONALD B. EAGER & ASSOCIATES, LLC

PROOF OF INSURABILITY

This is to assure that Donald B. Eager & Associates will supply and keep in force during the contract period the following insurance if it is awarded the contract to provide Fair Housing Services to the City of Sandusky and the we have the ability to provide such insurance -

- Comprehensive public insurance against liability for injury or death to persons and/or damage to property occurring in, on or about the premises in the amount \$1,000,000.00 (combined single bodily injury and property damage.) Policy shall list the City of Sandusky as an insured.
- Successful respondent shall hold the City of Sandusky harmless against damage done to the equipment, premises, or any municipal facilities due to the operation of the facility or acts of the operator's agents or employees.

EXHIBIT "A"

Donald B. Eager
President

RESUME

DONALD B. EAGER

223 E 5th Av
Lancaster, Ohio 43130
Telephone: (740) 243-0884
E-mail: db40dd@gmail.com

AREAS OF EXPERTISE

MANAGEMENT AND OPERATION OF METROPOLITAN HOUSING AUTHORITIES	BUDGET MANAGEMENT
FAIR HOUSING PROGRAM DEVELOPMENT	GRANT WRITING & FUNDING
CRA/FAIR LENDING	STAFFING & TRAINING
ADMINISTRATION	PUBLIC SPEAKING
HMDA ANALYSIS	PROGRAM MANAGEMENT
INVESTIGATIONS (TESTING)	FAIR HOUSING OUTREACH
EDUCATION/TRAINING	DISABILITY ISSUES
LITIGATION PROCEDURES	ADVERTISING ISSUES
PROJECT PLANNING	CDBG PROJECT ADMINISTRATION
PROGRAM DEVELOPMENT	
ZONING & SUBDIVISION REGULATIONS	

SOLUTION DRIVEN, DEDICATED, AND RESULTS ORIENTED. ACCUSTOMED TO ACCEPTANCE OF RESPONSIBILITY WITH ABILITY TO SUPERVISE PROJECTS, STAFF, AND OVERALL ADMINISTRATION. ABLE TO ORGANIZE MULTIPLE ACTIVITIES AND MAINTAIN EFFECTIVE COMMUNICATIONS WITH PUBLIC, ELECTED OFFICIALS, BOARDS OF DIRECTORS AND STAFF.

EXPERIENCE

1991 - PRESENT PRESIDENT OF DONALD B. EAGER & ASSOCIATES LLC, **LANCASTER, OHIO**

A nationally recognized organization that develops and implements comprehensive fair housing programs for local, state, and federal government. For additional information on the company request a Corporate Profile.

1983-1992 EXECUTIVE DIRECTOR, FAIR HOUSING CONTACT SERVICE, **AKRON, OHIO**

Responsible for all agency functions and activities, promoting the goals and objectives of FHCS and equal housing opportunities. Accomplishments/duties:

- Assumed directorship when agency was on verge of collapse. Restored funding, hired competent staff, earned community confidence in FHCS.
- Supervised staff of 15
- Maintained, improved and increased agency budget
- Worked closely with 15-member board
- Coordinated activities with local, state, and federal government.

- Made over 500 presentations, workshops, delivered speeches educating others on equal housing.

**1977 - 1982 CHIEF HOUSING SPECIALIST/COMPREHENSIVE PLANNER,
NORTHEAST OHIO FOUR COUNTY REGIONAL PLANNING AND DEVELOPMENT
ORGANIZATION, AKRON, OHIO.**

Complex assignments and responsibilities included:

Developed and wrote various chapters of NEFCO area-wide housing opportunity plan (AHOP).

Administered \$1.4 million AHOP bonus program, which included additional funding from HUD for assisted housing, CDBG, 701 comprehensive planning and fair housing activities.

Provided initial research and contributed to design aspects of AHOP.

Assisted in developing and writing AHOP bonus fund application.

Worked with local developers in building senior and low- and moderate-income housing under various HUD and FMHA programs.

Maintained overall work program & CDBG project activities.

Maintained housing and population data/statistics, used by housing staff and public.

Manage four county fair housing education/outreach program.

EDUCATION

Bachelor of Arts, Kent State University (1976)

-Degree emphasis on urban studies, sociology, and economics.

Certificate of Urban and City Planning, Kent State University (1976)

Completed three-year deacon training program at the Anglican Academy, Episcopal Church, Southern Diocese of Ohio, ordained to the diaconate in June 2004 - currently serve as deacon at St. John's Episcopal Church, Lancaster, Ohio

Completed public Housing Authorities Directors Association (PHADA) certification program for housing authorities' directors through Rutgers University - 2008

Numerous courses and seminars selected to enhance professional development and to stay current in areas of expertise.

ACTIVITIES

Past Chairman of the Ohio Fair Housing Congress

Past Chairman of the Board of Commissioners the Fairfield County Metropolitan Housing Authority

Past Board Member Lancaster Community Housing Coalition

Board Member of TECHO – Akron area Hispanic housing program organization

AWARDS

Fair Housing Founders Award - Ohio Department of Development - Office of Housing & Community Partnerships

Keeping the Dream Alive Award - Ohio Civil Rights Commission

President's Award for Excellence - Ohio Fair Housing Congress

Ohio House of Representatives Recognition for Service

EXHIBIT "A"

RESUME - LINDA S. EAGER

2102 Scenic Drive NE • Lancaster, Ohio 43130 • 740-653-2498 • lseager@greenapple.com

AREAS OF EXPERTISE

PROGRAM PLANNING, DEVELOPMENT, ORGANIZATION, IMPLEMENTATION AND MANAGEMENT

PROJECT PLANNING, DEVELOPMENT, ORGANIZATION, IMPLEMENTATION AND MANAGEMENT

BUDGET PLANNING, DEVELOPMENT, ORGANIZATION, IMPLEMENTATION AND MANAGEMENT

STAFF HIRING, EDUCATION, TRAINING AND SUPERVISION

SPECIAL EVENT COORDINATOR

SELF MOTIVATED, SOLUTION DRIVEN AND RESULT ORIENTED
ACCUSTOMED TO ACCEPTANCE OF RESPONSIBILITY

ABILITY TO SUPERVISE PROGRAMS, PROJECTS, MULTIPLE ACTIVITIES AND STAFF

ABLE TO MAINTAIN EFFECTIVE COMMUNICATIONS WITH PUBLIC, STAFF, ELECTED OFFICIALS AND FUNDING AGENTS.

EXPERIENCE

1994 - PRESENT

SENIOR CONSULTANT FOR DONALD B. EAGER & ASSOCIATES, LANCASTER OHIO

DONALD B. EAGER & ASSOCIATES IS A NATIONALLY RECOGNIZED CIVIL RIGHTS CONSULTING ORGANIZATION THAT PROVIDES TRAINING AND TECHNICAL ASSISTANCE FOR LOCAL, STATE AND FEDERAL GOVERNMENT AGENCIES. MORE SPECIFICALLY, THE ORGANIZATION DEVELOPS AND IMPLEMENTS COMPREHENSIVE FAIR HOUSING PROGRAMS, PUBLISHES COMPREHENSIVE STUDIES REGARDING FAIR LENDING, FAIR INSURING AND IMPEDIMENTS TO FAIR HOUSING AND DEVELOPMENTS, ORGANIZES AND MANAGES CONFERENCES.

1992-1994

ASSOCIATE CONSULTANT FOR DONALD B. EAGER &
ASSOCIATES, AKRON OHIO

1988 - 1992

SOLE OWNER OF SUNSET INTERIORS, TUCSON
ARIZONA

SUNSET INTERIORS WAS A FULL SERVICE DESIGN STUDIO OFFERING
SPATIAL DESIGN DEVELOPMENT AND FURNISHINGS FOR
COMMERCIAL AND RESIDENTIAL INTERIORS.

1991

CAMPAIGN MANAGER OF CANDIDATE FOR ARIZONA
CONGRESSIONAL HOUSE SEAT

1991

CAMPAIGN MANAGER FOR ARIZONA CONGRESSIONAL
SENATE SEAT CANDIDATE

1977 - 1988

VARIOUS ROLES OF PARTICIPATION IN COMMUNITY
SERVICE ORGANIZATIONS

CHAIRPERSON - PTO FUND RAISERS

PRESIDENT - PARENT TEACHER ASSOCIATION (PTO)

LEADER - CAMP FIRE GIRLS

BOARD OF DIRECTORS - CAMP FIRE GIRLS

COACH - GIRL'S LITTLE LEAGUE

BOARD OF DIRECTORS - PIMA COUNTY BAR AUXILIARY

EDUCATION

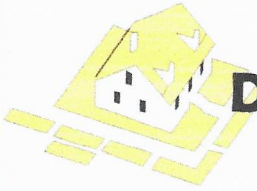
BACHELOR OF SCIENCE, INTERIOR DESIGN UNIVERSITY OF ARIZONA (1988) -
DEGREE EMPHASIS COMMERCIAL DESIGN

CERTIFICATION AS A PARALEGAL IN THE STATE OF OHIO - COLUMBUS
COMMUNITY COLLEGE

NUMEROUS COURSES AND SEMINARS SELECTED TO ENHANCE
PROFESSIONAL DEVELOPMENT

HOBBIES

PHOTOGRAPHY
GARDENING
READING
CANOEING/KAYAKING



DONALD B. EAGER & ASSOCIATES, LLC

PROJECT NAME: _____
CONTRACT NO.: _____

PERSONAL PROPERTY TAX
CERTIFICATION
REQUIRED BY OHIO REVISED CODE
SECTION 5719.042

FINANCE DIRECTOR
CITY OF SANDUSKY

DONALD B. EAGER & ASSOCIATES

BIDDER'S NAME

STATE OF OHIO

COUNTY OF FAIRFEILD SS:

THE UNDERSIGNED HEREBY CERTIFIES THAT THE BIDDER TO WHOM CONTRACT AWARD IS BEING CONSIDERED WAS NOT CHARGED WITH ANY DELINQUENT PERSONAL PROPERTY TAX ON THE GENERAL TAX LIST OF PERSONAL PROPERTY FOR ANY COUNTY IN THE STATE OF OHIO AT THE TIME THE BID WAS SUBMITTED FOR THE ABOVE-REFERENCED CONTRACT.

NAME: Donald B Eager
(SIGNATURE)

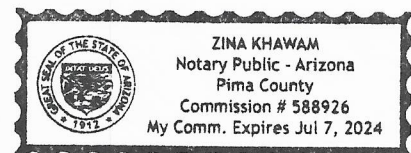
NAME: DONALD B EAGER
(PRINTED)

TITLE: PRESIDENT

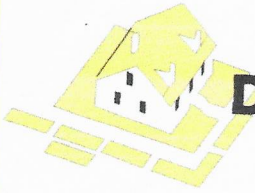
STATE OF Arizona
COUNTY OF Pima SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 6th DAY
OF July, 2022.

Zina Khawam
NOTARY PUBLIC



Main Office 223 E 5th AV LANCASTER, OHIO 43130 & 2501 E Kleindale Rd Tucson, AZ 85716
740-653-2498 - 800-850-0467 - db40dd@gmail.com



CITY OF SANDUSKY
BIDDER'S AFFIDAVIT

DONALD B. EAGER & ASSOCIATES, LLC

PROJECT NAME: _____
CONTRACT: _____

ETHICS CERTIFICATION PURSUANT
TO OHIO REVISED CODE SECTIONS
9.24, 102.03, 102.04 AND 2921.42

[NOTE: THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S LETTERHEAD AND SIGNED BY THE APPROPRIATE SIGNATORY BEFORE A NOTARY PUBLIC. CROSS OUT EITHER PARAGRAPH 2 OR 3, WHICHEVER IS NOT APPLICABLE. IF PARAGRAPH 3 IS NOT CROSSED OUT, EXHIBIT A MUST BE COMPLETED AND ATTACHED TO NAME AND DESCRIBE THE INTERESTS OF ALL RELATED PERSONS.]

DIRECTOR OF ENGINEERING SERVICES
CITY OF SANDUSKY

DONALD B EAGER & ASSOCIATES

BIDDER'S NAME

STATE OF OHIO

COUNTY OF FAIRFIELD SS:

The undersigned hereby certifies as follows:

1. No unresolved finding for recovery has been issued against the Bidder by the Auditor of State.

2. No official or employee of the City of Sandusky is officer, director, trustee, shareholder, partner, member or owner of the Bidder (each, a "Related Person"), or is a business associate or a member of the family of the Bidder or a Related Person.

~~3. An official or an employee of the City of Sandusky is an officer, director, trustee, shareholder, partner, member or owner (each, a "Related Person") of the Bidder, or is a business associate or a member of the family of the Bidder or Related Person, but~~

~~a. the subject of the Contract is necessary supplies or services for the City of Sandusky;~~

{STREET RESURFACING;9}

CITY-BA-1

Main Office 223 E 5th AV LANCASTER, OHIO 43130 & 2501 E Kleindale Rd Tucson, AZ 85716
740-653-2498 - 800-850-0467 - dbe40dd@gmail.com

- b. the supplies or services are unobtainable elsewhere for the same or lower cost, or are being furnished to the City of Sandusky as part of a continuing course of dealing established prior to the Related Person becoming a City official or employee;
- c. the treatment accorded the City of Sandusky is either preferential to or the same as that accorded other customers of the Bidder in similar transactions;
- d. the entire transaction resulting in the Contract has been conducted at arms-length, with full knowledge by the City of the interest of the Related Persons as described in Exhibit A attached hereto; and
- e. the Related Person has taken no part in the deliberations or decision of the City with respect to the Contract.

NAME: Donald B Eagle
(SIGNATURE)

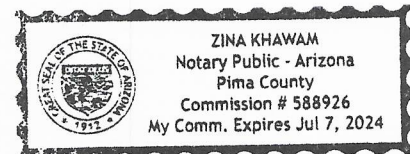
NAME: Donald B Eagle
(PRINTED)

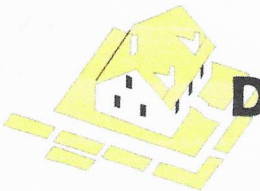
TITLE: PRESIDENT

STATE OF Arizona
COUNTY OF Pima SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 6th
DAY OF July, 20 22.

Zina Khawam
NOTARY PUBLIC





DONALD B. EAGER & ASSOCIATES, LLC

CITY OF SANDUSKY
BIDDER'S AFFIDAVIT #2

CONTRACT NAME: _____

LOBBYING AND CAMPAIGN
FINANCING CERTIFICATION

DIRECTOR OF ENGINEERING SERVICES
CITY OF SANDUSKY

DONALD B EAGER & ASSOCIATES

BIDDER'S NAME

STATE OF OHIO

COUNTY OF FAIRFIELD SS:

EXHIBIT "A"

The undersigned hereby certifies as follows:

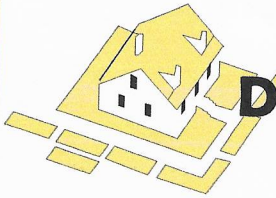
1. The Bidder is and will remain in compliance with the requirements of Sections 101.70 and 121.60 *et seq.* of the Ohio Revised Code relating to lobbying.

2. The Bidder is and will remain in compliance with Chapter 3517 of the Ohio Revised Code, Campaign Financing, including that all applicable parties listed in division (I)(3) (with respect to non-corporate entities and labor organizations) or (J)(3) (with respect to corporations) are in full compliance with divisions (I)(1) and (J)(1) of the Ohio Revised Code Section 3517.13.

NAME: Donald B Eager
(SIGNATURE)

NAME: DONALD B EAGER
(PRINTED)

TITLE: PRESIDENT

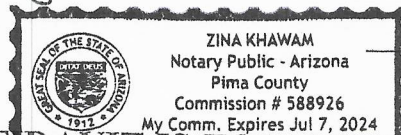


DONALD B. EAGER & ASSOCIATES, LLC

STATE OF Arizona

COUNTY OF Pima SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 6th
DAY OF July, 2022.



Zina Khawam
NOTARY PUBLIC

NOTE: THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S
LETTERHEAD AND SIGNED BY THE APPROPRIATE
SIGNATORY BEFORE A NOTARY PUBLIC.

EXHIBIT "A"

**CITY OF SANDUSKY
NON-COLLUSION AFFIDAVIT**

STATE OF OHIO }
COUNTY OF FAIRFIELD } ss:

The undersigned hereby certifies as follows:

- (1) The bid to the City of Sandusky, Ohio, submitted by the Bidder on JULY 6, 2022 in accordance with the Contract Documents dated JUNE 24, 2022 (the "Bid") has been prepared by the Bidder without collusion or fraud with any Person.
- (2) The Bid is not made in the interest of or on behalf of any undisclosed Person.
- (3) The Base Bid, any Unit Price and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Price or Alternate with any other Bidder.
- (4) Unless otherwise required by law, the Base Bid, any Unit Price and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Price or Alternate bid.
- (5) No attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition.

Date: July 6th, 2022

DONALD B EAGER & ASSOCIATES
(Name of Bidder)

By: Donald B Eager
Signature of person authorized to bind
the Bidder



FIRE DEPARTMENT

600 West Market Street
Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Mario D'Amico III, Fire Chief

DATE: July 18, 2022

SUBJECT: Commission Agenda Item – Sale of a Onan 7.5 KW Gen Set Generator

ITEM FOR CONSIDERATION: Legislation authorizing the sale of an Onan 7.5 KW Gen Set Generator on GovDeals, an internet auction site for government entities.

BACKGROUND INFORMATION: It has been determined by the Fleet Maintenance Chief Foreman and the Fire Chief to sell the Onan 7.5 KW Gen Set Generator on GovDeals as it is unnecessary and no longer needed for City use. The generator is housed in the 2007 International Diamond Spec 7400SBA 4x2 Cabin Chassis Tractor Trailer. The trailer is owned and will be sold by the county; therefore the generator is no longer needed.

BUDGETARY INFORMATION: Funds received from the sale of the Onan 7.5 KW Gen Set Generator will be placed into the EMS Fund

ACTION REQUESTED: It is recommended that the proper legislation be prepared for the approval to sell the Onan 7.5 KW Gen Set Generator on GovDeals.

Approved:

I concur with this recommendation:

Mario D'Amico III, Fire Chief

Eric Wobser, City Manager

Cc: John Orzech, Assistant City Manager; Cathy Myers, Commission Clerk; Michelle Reeder, Finance Director; Brendan Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF AN ONAN 7.5 KW GEN SET GENERATOR AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 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 Fleet Maintenance Chief Foreman and the Fire Chief have determined that the Onan 7.5 KW Gen Set Generator is no longer needed for City as the generator is housed in a 2007 International Diamond Tractor Trailer that is owned and to be sold by the County and are recommending the generator be declared obsolete, unnecessary and unfit for City use and be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities; and

WHEREAS, the proceeds from the sale of this generator will be placed into the EMS Fund; and

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

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

Section 1. This City Commission finds and determines that the Onan 7.5 KW Gen Set Generator described in the preamble above has become obsolete and is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the vehicle no longer needed for City purposes through public auction, sale process, or by internet auction with the proceeds from the sale of the vehicle to be placed into the EMS Fund.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this

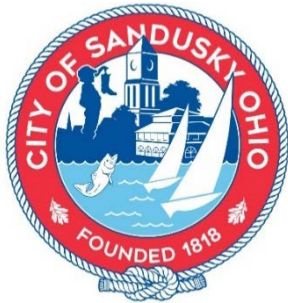
Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed:



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: July 12, 2022

Subject: Commission Agenda Item – ED Fund Grant Agreement – GSS Group, LLC

Items for Consideration: Legislation approving a Grant Agreement with GSS Group, LLC for the purposes of furthering economic development and commercial revitalization efforts in the City.

Background Information: GSS Group, LLC's project entails the purchase and leasing of the building at 422 Columbus Avenue, Sandusky. The building had been the home of Sandusky Massotherapy for many years, before the company expanded to a new location on Perkins Avenue.

GSS Group, LLC will lease the building to an accomplished local architecture firm for a period of ten years. The tenant will undertake extensive improvements to the building at a total cost of \$241,547.

The building acquisition cost is \$275,000. A grant in the amount of \$25,000 to be used for acquisition costs was recommended for approval by the Economic Development Incentive Committee at its meeting on July 12th, 2022.

Budgetary Information: The City will be responsible for providing a total of \$25,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with the company. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project.

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: GSS Group LLC- 422 Columbus Ave ED Grant

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

Account #110-4070-53000

By: 

Michelle Reeder

Finance Director

Dated: 7/12/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$25,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO GSS GROUP, LLC, IN RELATION TO THE PROPERTY LOCATED AT 422 COLUMBUS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, GSS Group, LLC, has recently purchase property located at 422 Columbus Avenue, which had been the home of Sandusky Massotherapy for many years before expanding to a new location on Perkins Avenue, and plans to lease the building to an accomplished local architecture firm for a period of ten years; and

WHEREAS, the project includes extensive improvements to the building which will be undertaken by the tenant at an estimated cost of \$241,547.00 and these improvements will enhance a commercial building along a major travel corridor, retain a locally-owned business, and preserve employment opportunities in the City; and

WHEREAS, the City has determined that the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City; and

WHEREAS, the Economic Development Incentive Committee met on July 12, 2022, and is recommending to approve a grant to GSS Group, LLC, in the amount of \$25,000.00 to assist with acquisition costs; 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 approve the Grant Agreement to ensure the timely completion of the project; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with GSS Group, LLC, for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten

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

Section 2. This City Commission authorizes and approves the grant funding to GSS Group, LLC, in an amount **not to exceed** Twenty Five Thousand and 00/100 Dollars (\$25,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: July 25, 2022

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2022 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and GSS Group, LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Company recently purchased the property located at 422 Columbus Avenue, Sandusky, Ohio 44870 and further identified as Permanent Parcel #56-00530 (the "Property"); and

WHEREAS, the Company plans to lease the building to a local design firm that will undertake major leasehold improvements; and

WHEREAS, the cost to acquire the building is \$275,000 (the "Project"); and

WHEREAS, the Project will enhance a commercial building along a major travel corridor, retain a locally-owned business, and preserve employment opportunities in the City of Sandusky; and

WHEREAS, to induce the Project, the City has agreed to provide economic incentive grants to the Company to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

WHEREAS, the City has determined that this Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

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

Section 1. City Grant.

The City agrees to grant up to \$25,000.00 in the form of an Economic Development Fund grant to the Company (the "City Grant") toward the costs of the Project, which shall be disbursed upon the completion of the Project. This City Grant shall be disbursed from the 2022 Economic Development Capital Projects Fund (the "Fund"). This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the

Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2022. This date may be extended at the discretion of the City Manager.

The City shall pay the City Grant by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 below.

Section 2. Authority to Sign.

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

Section 3. Assignment or Transfer.

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

Section 4. Choice of Law.

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

Section 5. Binding Agreement.

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

Section 6. Miscellaneous.

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

(i) TO THE CITY: City Manager
c/o Director of Community Development
City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, OH 44870

(ii) TO THE COMPANY: GSS Group, LLC
422 Columbus Avenue
Sandusky, OH 44870
Attn: Stacie Schmid

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

- (b) Amendments. This Agreement may only be amended by written instrument executed by all parties.
- (c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.
- (d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

SIGNATURES EXECUTED ON THE FOLLOWING PAGE

EXHIBIT "A"

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

GSS Group, LLC
An Ohio limited liability company

Title: Owner

CITY OF SANDUSKY

Title: City Manager

EXHIBIT "A"

The legal form of the within instrument
Is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Michelle Reeder, Finance Director

EXHIBIT "A"



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Jason Werling, Recreation Superintendent
Date: July 19, 2022
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation repealing Ordinance No. 21-146, passed on October 11, 2021 and approving a lease agreement for twelve (12) Yamaha gas powered Golf Carts with PNC Bank, National Association 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. The amended lease Section 3. RENT includes a 15% cap on the agreed lease amount if changes occur in the equipment configuration.

BACKGROUND INFORMATION:

Lake Erie Golf Cars, LLC, is the only Yamaha 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 cost for leasing 12 Yamaha gas powered golf carts over a five (5) year period is \$43,920.00 plus a \$250 documentation fee, which will be paid with Mills Creek Golf Course funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared repealing Ordinance No. 21-146, passed on October 11, 2021, and approving the lease of twelve (12) Yamaha gas powered Golf Carts from PNC Bank, National Association through Lake Erie Golf Cars, LLC, of Warrensville Heights Ohio, in an amount not to exceed \$43,920. 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 leasing documents so the new golf cars can be delivered and used at the Mills Creek Golf Course at the earliest opportunity.

I concur with this recommendation:

Approved:

Jason Werling
Recreation Superintendent

Eric Wobser
City Manager

CERTIFICATE OF FUNDS

In the Matter of: Golf Cart Leases

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 #227-3600-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/19/2022

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 21-146, PASSED ON OCTOBER 11, 2021; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PNC BANK, NATIONAL ASSOCIATION OF HORSHAM, PENNSYLVANIA, FOR TWELVE (12) YAMAHA GAS POWERED GOLF CARS THROUGH LAKE ERIE GOLF CARS, LLC, OF WARRENSVILLE HEIGHTS, OHIO, FOR THE MILLS CREEK GOLF COURSE FOR A PERIOD OF FIVE (5) YEARS; 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 City Commission authorized 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 Warrenville Heights, Ohio, for the Mills Creek Golf Course by Ordinance No. 21-146, passed on October 11, 2021; and

WHEREAS, the original lease was not executed due to staffing changes with Lake Erie Golf Cars, LLC and the supply of golf cars and therefore it is necessary to amend the agreement which includes changes to the finance company and a 15% cap on the lease amount due if changes in the equipment configuration occur; and

WHEREAS, the cost for leasing twelve (12) Yamaha gas powered golf carts over a five (5) year period is \$43,920.00, plus a \$250.00 documentation fee, and these costs 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 to immediately execute the leasing documents so the new golf cars can be delivered at used at the earliest opportunity; and

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

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

Section 1. This City Commission hereby repeals Ordinance No. 21-146, passed on October 11, 2021.

Section 2. The City Manager is authorized and directed to enter into a Lease Agreement with PNC Bank, National Association of Horsham, Pennsylvania, for twelve (12) Yamaha Gas Powered Golf Carts through Lake Erie Golf Cars, LLC, of Warrensville Heights, Ohio, for use at the Mills Creek Golf Course for the period of five (5) years, 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 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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: July 25, 2022

AMENDMENT TO LEASE AGREEMENT

This Amendment ("**Amendment**"), dated and effective as of July 14, 2022 is to that certain Lease Agreement Number 98998861-1 dated June 9, 2022 ("**Lease**") between City of Sandusky, with an address at 240 Columbus Ave, Sandusky, OH 44870 ("**Lessee**"), and PNC Bank, National Association, with an address at 655 Business Center Drive, Horsham, PA 19044 ("**Lessor**").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties amend the Lease as follows:

1. The last two sentences of Section 3. RENT. which read as follows are hereby deleted in their entirety:
"Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor."

All other terms and conditions of the Lease shall remain unchanged and in full force and effect. Any defined terms used herein shall have the meanings contained in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

CITY OF SANDUSKY

PNC BANK, NATIONAL ASSOCIATION

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

EXHIBIT "1"



Dated as of June 9, 2022

Lease Number 98998861-1

City of Sandusky
 Course Name: Mills Creek Golf Course
 240 Columbus Ave
 Sandusky, OH 44870

Dear Customer:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease Agreement – Please have the Authorized Signor execute the documents and provide their title.
 Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**

Payment Schedule – Please sign and provide the title of the signor.

- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- **Additional State Provisions Rider:** Please complete and return.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- **Customer Information Form:** Please complete and return.
- **Notification of Tax Treatment:** Please complete and return. If you are tax exempt, please provide a copy of your Tax Exemption Certificate.

Thank you for choosing PNC Bank, National Association for your financing needs. We appreciate your business. If I can be of assistance, please contact me at Heather.biegel@pnc.com

Sincerely,

Heather Biegel

Commercial Transaction Coordinator

Lease Agreement

Dated as of June 9, 2022
Lease Number: 98998861-1

Lessor: PNC Bank, National Association
 655 Business Center Drive
 Horsham, Pennsylvania 19044

Lessee:	LESSEE FULL LEGAL NAME	FEDERAL TAX ID
	City of Sandusky	
	Course Name: Mills Creek Golf Course	346401311
	240 Columbus Ave	
	Sandusky, OH 44870	

Equipment Location: 1933 Mills St, Sandusky, OH 44870

Equipment Description:

Quantity	Description	Serial No.
12	Yamaha Drive 2	
-	Together with all attachments, tooling, accessories, appurtenances, and additions thereto.	
-	Documentation Fee: \$250.00	

Lease Term is for 53 months: PLEASE SEE ATTACHED PAYMENT SCHEDULE. Lease Beginning in _____.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all

warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs as provided herein, or (c) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third

party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.

- 17. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
- 18. LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
- 20. ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
- 22. MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 23. NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "**Embargoed Property**" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "**Reportable Compliance Event**" means (1) any Covered Entity becomes a Sanctioned Person, or is

indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "Sanctioned Jurisdiction" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

- 25. USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
- 26. WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 27. IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Sandusky
("Lessee")

X

Authorized Signature

Print Name

Title:

Date

240 Columbus Ave
Sandusky, OH 44870

PNC Bank, National Association
("Lessor")

X

Authorized Signature

Print Name

Title:

655 Business Center Drive
Horsham, PA 19044

Additional State Provisions Rider

This Rider is executed and delivered by the undersigned Lessor and the undersigned Lessee regarding the Lease Agreement No 98998861-1 ("Lease").

If the Lessee is a state government agency or political subdivision of a state listed below, the additional provisions listed below for the respective state apply to the Lease as provided for below:

State	Additional Provisions
Florida	Notwithstanding anything contained in the Lease, the Lessor shall not have title to the Equipment as owner nor be granted a security interest to the extent such a grant or holding title violates Florida law. In addition, any insurance provisions naming Lessor as lender loss payee, loss payee, and/or additional insured shall not be applicable.
Georgia	<p>Notwithstanding anything to the contrary contained in the Lease, the Lease Term commences on, and interest accrues from, the date this Lease is executed by you as set forth on your signature line below, and in accordance with applicable Georgia law, the initial term shall continue in effect until midnight on December 31 of the calendar year in which this Lease is executed. The Lease Term shall automatically renew for each succeeding calendar year for the remaining period of the stated Lease Term, unless you give notice to us by December 1 of a calendar year stating your intention not to renew this Lease for the period after December 31 of such calendar year. If you deliver such notice of nonrenewal of the Lease Term, this Lease shall terminate absolutely and without further obligation on your part, including any obligation to pay Rent payments for the period after termination, at the end of such calendar year. In the event that your governing body does not approve an appropriation of funds at any time during the Lease Term for the payment of Rent payments and other amounts (if any) due and to become due for the succeeding fiscal year during the Lease Term for the Equipment subject to this Lease, you shall have the right to return such Equipment in accordance with the terms hereof, and terminate this Lease on the last day of the fiscal year for which sufficient appropriations were received without penalty or expense to you, except as to the portion of Rent payments for which funds shall have been appropriated and budgeted. At least 15 days prior to the end of your fiscal year in which your governing body shall not have approved an appropriation of funds for the succeeding fiscal year, your chief finance or budgetary official shall certify in writing to us that funds have not been appropriated for the succeeding fiscal year.</p> <p>In addition, Lessee hereby agrees to complete, execute and deliver to Lessor with respect to the Lease, on the date of its execution and delivery, a Certificate of Compliance with Georgia Law in substantially the form attached to this Rider as the "Georgia Exhibit".</p>
Kansas	Lessee hereby agrees to complete, execute and deliver to Lessor with respect to the Lease, on the date of its execution and delivery, a Certificate of Compliance with Kansas Law in substantially the form attached to this Rider as the "Kansas Exhibit".
New York	<p>NOT APPLICABLE FOR NEW YORK STATE GOVERNMENT ENTITIES. APPLICABLE FOR ALL OTHER GOVERNMENT ENTITIES IN NEW YORK.</p> <p>For purposes of Section 109-b(2)(f) of the General Municipal Law of the State of New York, Lessor and Lessee hereby agree that the Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies. The Lease is not a general obligation of Lessee. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.</p> <p>In addition to Lessee's representations, warranties and covenants set forth in the Lease, Lessee hereby further represents to Lessor as follows: (a) the stated full Lease Term of the Lease does not exceed the "period of probable usefulness" prescribed by Section 11.00 of the Local Finance Law of the State of New York for the equipment, machinery or apparatus financed under the Lease; (b) the authorization for the issuance of obligations to finance the equipment, machinery or apparatus to be leased, acquired and financed under the Lease is not required by law to be subject to (i) a permissive or mandatory referendum, (ii) a supermajority vote of Lessee's governing board or (iii) a referendum only if the obligations have a maturity not less than a specified minimum period; and (c) the amount of unpaid periodic payments (excluding interest) proposed to be made under the Lease and those other installment purchase contracts entered into by Lessee pursuant to Section 109-b of the General Municipal Law of the State of New York, together with the amount of outstanding indebtedness, do not exceed 115% of the limit prescribed by Section 104.00 of the Local Finance Law of the State of New York and the total amount of such payments (excluding interest) under the Lease and all such other installment purchase contracts do not exceed 40% of such limit.</p>
Ohio	<p>NOT APPLICABLE FOR OHIO STATE GOVERNMENT ENTITIES. APPLICABLE FOR ALL OTHER GOVERNMENT ENTITIES IN OHIO.</p> <p>Lessee hereby agrees to complete, execute, and deliver to Lessor with respect to the Lease, a Certificate of Adequate Resources in substantially the form attached to this Addendum as the "Ohio Exhibit".</p>
Texas	Pursuant to Section 2270.002 of the Texas Government Code, Lessor hereby certifies that it does not boycott Israel and will not boycott Israel during the term of this Lease.

City of Sandusky
("Lessee")

X
Authorized Signature

Print Name)

Title

Date
240 Columbus Ave
Sandusky, OH 44870

PNC Bank, National Association
("Lessor")

X
Authorized Signature

Print Name

Title:

655 Business Center Drive
Horsham, PA 19044

OHIO EXHIBIT TO ADDITIONAL STATE PROVISIONS RIDER

CERTIFICATE OF ADEQUATE RESOURCES

Lease Agreement No. 98998861-1

The undersigned hereby certifies and represents, for and on behalf of Lessee, that (please check the appropriate box):

- ☐ *if Lessee is a county, municipal corporation, township or other special district, subdivision or taxing unit under the laws of the State of Ohio:* (a) the undersigned is acting in the capacity of fiscal officer of such county, municipal corporation, township or other special district, subdivision or taxing unit; and (b) the amount required to meet the obligation under the Lease to which this Certificate relates in the fiscal year in which the Lease is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances; or
- ☐ *if Lessee is a school district under the laws of the State of Ohio:* (a) the undersigned are acting in the capacity of treasurer of the board of education, president of the board of education and superintendent of the school district; and (b) the school district has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the school district at the time of this certification, are sufficient to provide the operating revenues necessary to enable the school district to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year, or the adopted school calendar of the preceding fiscal year if the board of education has not adopted a school calendar for the school year beginning on the first day of the current fiscal year, and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year for the full Lease Term.

Dated as of this ____ day of _____, _____.

Authorized Signature: _____
Printed Name: _____
Title: _____

Authorized Signature: _____
Printed Name: _____
Title: _____

Authorized Signature: _____
Printed Name: _____
Title: _____

This Certificate MUST be executed by (1) each of the treasurer of the board of education and the superintendent of the school district if Lessee is a school district unless the district is in a state of fiscal emergency declared as provided in applicable Ohio law and (2) the fiscal officer of any other subdivision or taxing unit described above that is Lessee under the Lease to which this Certificate relates.

EXHIBIT

CERTIFICATE OF ACCEPTANCE

Lease Number: 98998861-1

In compliance with the terms, conditions and provisions of Lease Agreement # 98998861-1 ("**Lease**") by and between the undersigned **City of Sandusky** ("**Lessee**") and PNC Bank, National Association ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;
2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and
3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

City of Sandusky
("Lessee")

X

Authorized Signature

Print Name

Title:

Date

240 Columbus Ave
Sandusky, OH 44870

EXHIBIT "1"

RESOLUTION AND CERTIFICATE OF INCUMBENCY

Lease Number 98998861-1

Lessee: **City of Sandusky**

Amount: \$43,920.00 (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

Name	Title
Name	Title

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: **City of Sandusky**

[SEAL]

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

June 9, 2022

City of Sandusky**Course Name: Mills Creek Golf Course**

240 Columbus Ave

Sandusky, OH 44870

Lease Number: 98998861-1

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Bank, National Association and City of Sandusky

Before funding your transaction, PNC Bank, National Association requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Bank, National Association will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
12	Yamaha Drive 2	

As a condition to entering into the equipment financing transaction, PNC Bank, National Association requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.
2. PNC Bank, National Association must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement.
3. For leases only, PNC Bank, National Association must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Bank, National Association must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.
6. If vehicles, please include comprehensive and collision deductible on certificate.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Bank, National Association as follows:

PNC Bank, National Association, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be emailed to: SMEDocs@leaserv.com



Lease Number 98998861-1

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2022						\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$0.00
2023	\$0.00	\$0.00	\$0.00	\$0.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$0.00	\$0.00
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$0.00	\$0.00
2025	\$0.00	\$0.00	\$0.00	\$0.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$0.00	\$0.00
2026	\$0.00	\$0.00	\$0.00	\$0.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00	\$1,464.00		

Plus applicable taxes. Payment on invoice could be different based on applicability of sales and use tax.

This Payment Schedule and its terms and conditions are hereby incorporated by reference into the Lease identified above.

Lessor: PNC Bank, National Association

Lessee: City of Sandusky

Signature:

X

Signature:

X

Print Name:

Print Name:

Title:

Title:

Date:

Date:

EXHIBIT "1"



Lease # 98998861-1

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: City of Sandusky	Federal Tax ID Number: 346401311		
Invoices should be directed to:	Attention:		
Address	City:	State:	Zip:

Preferred Method of Payment: (Please check)

<input type="checkbox"/> Monthly Invoice (Mail)	
Invoices should be directed to:	Attention:
Address	City:
<input type="checkbox"/> Monthly Invoice (Email)	Email:
Billing Contact:	

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	Date
Email:	

PNC Bank, National Association ("PNC"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- ☐ I agree that my lease is subject to sales/use tax.
- ☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- ☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

- ☐ I have a valid abatement or property tax exemption (documentation attached).
- ☐ Location: State _____
Taxing District _____

Additional comments:

Lease Number 98998861-1

Lessee: City of Sandusky

Signature:

X

Print Name:

Title:

Date:

PLEASE COMPLETE AND SIGN FORM



CITY MANAGER

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5846
www.cityofsandusky.com

TO: Eric Wobser, City Manager
FROM: Marcus Harris, Diversity and Economic Opportunity Manager
DATE: July 15, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting to amend section 1519.04 of the City's codified ordinances to allow the use of fireworks on the nineteenth day of June until 11:59 PM.

BACKGROUND INFORMATION: On June 13th, 2022, the City Commission passed legislation to limit the authorized fireworks display days set forth in ORC section 3743.45. The nineteenth day of June or "Juneteenth" was excluded from the list and times were clarified. The oversight was brought to light by Commissioner Poole.

BUDGETARY INFORMATION: There is no budgetary impact.

ACTION REQUESTED: It is requested that the City Commission amend section 1519.04 of the City's codified ordinance clarify times, and to allow the use of fireworks on the nineteenth day of June until 11:59 PM.

Approved:

I concur with this recommendation:

Marcus Harris, Diversity and Economic
Opportunity Manager

Eric Wobser, City Manager

CC: Jared Oliver, Police Chief
Brendan Heil, Law Director
John Orzech, Assistant City Manager
Cathy Myers, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART FIFTEEN (FIRE PREVENTION CODE), CHAPTER 1519 (FIREWORKS), SECTION 1519.04 (POSSESSION, SALE OR DISCHARGE PROHIBITED; EXCEPTIONS) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, this City Commission amended Chapter 1519 (Fireworks) of the codified ordinance of the City of Sandusky to allow the discharge, ignition and explosion of fireworks on certain days and times by Ordinance No. 22-111, passed on June 13, 2022; and

WHEREAS, the proposed amendments are to clarify times and to include the Juneteenth holiday; and

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

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

Section 1. Part Fifteen (Fire Prevention Code) Chapter 1519 (Fireworks) Section 1519.04 (Possession, Sale or Discharge Prohibited; Exceptions) of the Codified Ordinances of the City of Sandusky be amended as follows:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

1519.04 POSSESSION, SALE OR DISCHARGE PROHIBITED; EXCEPTIONS.

(a) No person shall possess fireworks in this Municipality or shall possess for sale or sell fireworks in this Municipality, except a licensed manufacturer of fireworks as authorized by Ohio R.C. 3743.02 to 3743.08, a licensed wholesaler of fireworks as authorized by Ohio R.C. 3743.15 to 3743.21, any person authorized by Ohio R.C. 3743.44, any person authorized by Ohio R.C. 3743.45 in accordance with Section 1519.04(f), or a licensed exhibitor of fireworks as authorized by Ohio R.C. 3743.50 to 3743.55 and Section 1519.02 and except as provided in Section 1519.05.

(b) Except as provided in Section 1519.05 and except for licensed exhibitors of fireworks authorized to conduct a fireworks exhibition pursuant to Ohio R.C. 3743.50 to 3743.55 and Section 1519.02 and any person authorized by Ohio R.C. 3743.45 and in accordance with Section 1519.04(f), no person shall discharge, ignite or explode any fireworks in this Municipality.

(c) No person shall use in a theater or public hall, what is technically known as fireworks showers, or a mixture containing potassium chlorate and sulphur.

(d) No person shall sell fireworks of any kind to a person under eighteen years of age. No person under eighteen years of age shall enter a fireworks sales showroom unless that person is accompanied by a parent, legal guardian, or other

responsible adult. No person under eighteen years of age shall touch or possess fireworks on a licensed premises without the consent of the licensee. A licensee may eject any person from a licensed premises that is in any way disruptive to the safe operation of the premises.

(e) Except as otherwise provided in Ohio R.C. 3743.44, no person, other than a licensed manufacturer, licensed wholesaler, licensed exhibitor, or shipping permit holder, shall possess 1.3 G fireworks.

(ORC 3743.65)

(f) A person in this Municipality authorized pursuant to Ohio R.C. 3743.45 to possess fireworks may discharge, ignite, or explode fireworks on private property with the authorization from the property owner only on the following days and times each year:

(1) The last Monday in May **from 4:00PM** until 11:59PM

(2) The nineteenth day of June from 4:00PM until 11:59PM

~~(23)~~ The third, fourth, and fifth days of July **from 4:00PM** until 11:59PM

~~(34)~~ The thirty-first day of December **from 4:00PM** until 11:59PM.

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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

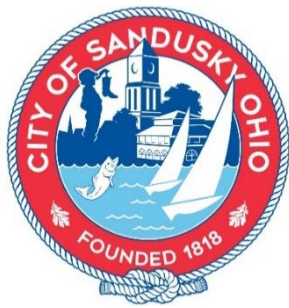
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____

CATHY MYERS
CLERK OF THE CITY COMMISSION

Passed:



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: July 12, 2021

Subject: **Commission Agenda Item – Award Contract for the 2022 CDBG Street Rehabilitation Project**

ITEM FOR CONSIDERATION: Legislation awarding a contract to Precision Paving, Inc. of Milan, Ohio for the 2022 CDBG Street Rehabilitation Project.

BACKGROUND INFORMATION: The 2022 CDBG Street Rehabilitation project consists of addressing ten (10) of the worst CDBG-eligible street sections in the City, based on observations, complaints, high-incident repair areas and an independent survey completed by TransMap in 2015. Proposed work consists primarily of an asphalt overlay on the surface of these segments. In addition to the overlay, segments needing more than just surface work will receive additional “milling” and excavation to address structural problem areas in the pavement. Most of these streets listed have not seen new pavement in over 20 years, with some reportedly in the range of 30-40 years. The complete list of roadway segments is attached herein (exhibit “A”).

In addition, we decided to seek pricing for alternate work on additional streets, however, pricing did not come within budget and we will not be awarding any of the alternates listed.

One (1) bid was received on Tuesday, July 7, 2022 at a formal public bid opening;

PRECISION PAVING, INC.
MILAN, OH
100% BID BOND

BASE BID:	\$207,827.00 (9.4% over estimate)
ALTERNATE A:	\$23,217.50
ALTERNATE B:	\$45,035.00
ALTERNATE C:	\$14,277.00
ALTERNATE D:	\$29,548.50

The engineer’s estimate for the Base Bid project was set at \$190,000. Because Federal funds will be used to pay for this work, Local Preference does not apply.

Per Contract Article 5.1.1 “Limits on Award” and Section 41 of the City Charter, no contract shall be entered into if the price of the contract is in excess of 10% of the engineer’s estimate. The bid received was below the 10% threshold amount and based on this, Precision Paving Inc. has been determined the lowest and best bidder.

Award is contingent upon environmental clearance of the project related areas, as per standard CDBG requirements.

The contractual schedule for completion of this project is Friday, November 19th, 2022.

BUDGETARY INFORMATION: The total construction cost of the project based on bids is \$207,827.00, shall be paid for using Federal Community Development Block Grant funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared to award a contract to Precision Paving of Milan, Ohio for the 2022 CDBG Street Rehabilitation Project in an amount not to exceed \$207,827.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to complete the project prior to the construction completion deadline of November 19, 2022.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

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

EXHIBIT "A":

STREET	FROM	TO
PEARL ST	MELVILLE ST	TIFFIN AVE
GARFIELD ST	MEIGS	SYCAMORE LINE
KING ST	W. MONROE	BARKER ST
MELVILLE ST	PEARL ST	CAMP ST
MILNE ST	W JEFFERSON ST	W ADAMS ST
STONE ST	POLK ST	TYLER ST
COLUMBUS	LANE	STO. LIFT STA
WAMAJO	KNUPKE	SUSAN
TOWNSEND ST	HAYES AVE	GING ST
TOWNSEND ST	GING ST	COLUMBUS AVE
	10	0.82

SEGMENTS

MILES

CERTIFICATE OF FUNDS

In the Matter of: Precision Paving CDBG Street Rehab

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 #241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/19/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRECISION PAVING, INC. OF MILAN, OHIO, FOR THE 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STREET REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, TransMap performed a citywide pavement survey in 2015, which Staff updated through late 2021, only removing street segments that are planned for paving work in the Capital Plan and the segments that have been paved since the completion of the study; and

WHEREAS, the 2022 Community Development Block Grant (CDBG) Rehabilitation Project involves the resurfacing of the ten (10) worst “qualifying” asphalt street segments in the City based upon Staff observations and feedback, complaints received, other planned work, and the updated TransMap survey and will provide resurfacing with a thin asphalt overlay of many of the worst asphalt street segments in the City, totaling 0.82 tenths of a mile of road, and depending on the condition of the street, the work may include milling and possibly excavation to address structural problems in the pavement; and

WHEREAS, this City Commission declared the necessity to proceed with the 2022 Community Development Block Grant (CDBG) Rehabilitation Project by Resolution No. 032-22R, passed on May 9, 2022; and

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

WHEREAS, the total construction cost of this project based on bid is \$207,827.00 and will be paid with Community Development Block Grant (CDBG) 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 the project to be completed prior to the construction completion deadline of November 19, 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 Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,
BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a contract with Precision Paving, Inc., of Milan, Ohio, for the 2022 Community Development Block Grant (CDBG) Street Rehabilitation Project in an amount **not**

to exceed Two Hundred Seven Thousand Eight Hundred Twenty Seven and 00/100 Dollars (\$207,827.00) consistent with the bid submitted by Precision Paving, Inc., of Milan, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: July 25, 2022



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Cody Browning, IT Manager

Date: July 14^h, 2022

Subject: **Commission Agenda Item – Service Center Security**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase product and services from Johnson Control, Inc. of Cleveland, OH, to install security controls in and around the Service Center located at 1024 Cement Ave.

BACKGROUND INFORMATION: Currently the Service Center has rudimentary standalone door controls, and the city has a security standard that all new implementations follow, bringing online insight into all door activity that is 24/7/365. Having this level of insight gives simple and easy access to any event.

This project will install online security door controls. This application will feed into our centralized city control center, allowing for active alerting and live viewing of activity as it happens.

The security controls will be purchased and installed through the Sourcewell Cooperative Purchasing Program, Contract 070121-JHN, from Johnson Control, Inc. of Cleveland, Ohio. The City's Sourcewell member ID is 68351.

BUDGETARY INFORMATION: The total cost of this project will be \$134,954.00 and will be paid from the IT operating budget in the amount of \$14,954.00 (11%), Building Maintenance operating budget in the amount of \$95,000.00 (70%), and Issue 8 Capital Projects Budget in the amount of \$25,000.00 (19%).

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing the City Manager to purchase product and services from Johnson Control, Inc. of Cleveland, OH, to install security controls in and around the Service Center located at 1024 Cement Ave. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to expedite the order to allow for product lead times due to electronic shortages and to provide enhanced security at the Service Center at the earliest opportunity.

I concur with this recommendation:

Eric Wobser, City Manager

Cody Browning, IT Manager

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

Johnson Control, Inc.
Greater Midwest
Complex Security Team
Cleveland Office
9797 Midwest Ave.
Cleveland OH 44125

Date: 05 July 2021

Customer: City of Sandusky
240 Columbus Ave.
Sandusky OH 44870

Project Description: Service Center Access Control

General Scope of Work

Johnson Controls will provide technical labor, installation, and below materials to install access control on (25) doors at the Sandusky Service Garage. See Exhibit A for device locations.

Door devices to be installed and cabled to ceiling. Cable to be in conduit to ceiling unless enclosed behind wall.

All doors will report to the existing access control server at Sandusky City Hall. Network connection between buildings by city.

Field panels will be rack mounted at switch locations shown in Exhibit A. City to provide IP addresses, ports, and 12U rack space at each switch location.

Lock devices to be installed by city prior to JCI work. JCI to make lock connection to system.



INGENUITY WELCOME.COM

MATERIALS AND LABOR

#	Qty	Description
1	2	USTAR GMC ACCESS CONTROL PANEL. 2U RACK MOUNTED
2	4	USTAR AMC DOOR CONTROLLER. 4U RACK MOUNTED
3	2	PSX DOOR POWER SUPPLY
4	25	R40 ACCESS CONTROL READER HEAD
5	24	T.REX DOOR REQUEST TO EXIT PIR MOTION DETECTOR
6	28	DOOR POSITIONJ SWITCH
7	LOT	CABLE, CONDUIT, BACK BOXES, CONNECTORS, ETC. AS REQUIRED TO PROVIDE PROFESSIONAL INSTALLATION.

Project Pricing

Cost including parts, installation, and technical labor:

Total: \$134,954.00

Exceptions and Clarifications

- 1) All work performed Monday – Friday 08:00 to 17:00
- 2) All computers by Customer
- 3) All devices will communicate on Customer network
- 4) Painting and patching by others
- 5) Does not include software/firmware upgrade to existing equipment that is being interfaced to
- 6) Customer must provide all passwords and software to existing equipment
- 7) Additional testing of existing devices not included
- 8) Warranty is limited to new, installed equipment only
- 9) Permits and inspections excluded
- 10) Work in areas with Asbestos are excluded
- 11) All new equipment shall be covered under warranty for one year from beneficial use

Delays, Costs and Extensions of Time.

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Sincerely,



David B. DiRocco
Account Executive
Greater Midwest Complex Security Team
P: 330-324-4882
David.Dirocco@jci.com

Project Payment Terms

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

VALID ONLY THROUGH 31 JULY 2022.

Company:	_____
Name:	_____
Signature:	_____
Date:	_____

Company:	<u>Johnson Controls, Inc.</u>
Name:	_____
Signature:	_____
Date:	_____

Standard Terms and Conditions – U.S.A. and Canada

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

(2) INVOICING & PAYMENTS. JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Purchaser via electronic delivery via EFT/ACH. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JCI's efforts to collect payment. Purchaser shall immediately notify JCI in writing and explain the basis of the dispute.

JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices for products covered by this proposal may be adjusted by JCI, upon notice to Purchaser at any time prior to shipment and regardless of Purchaser's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

(3) DEPOSIT. Purchaser agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to JCI providing any labor or materials on the project. JCI will generate an invoice for the 30% deposit within three business days after JCI's receipt of a written agreement or order from Purchaser. JCI will not commence work until receipt of the deposit.

(4) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

(5) WARRANTY. JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Custom. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(6) LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. In any case, the entire aggregate liability of the JCI Parties under this agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

(7) TAXES/TARIFFS. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

(8) DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

(9) COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

(11) INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

(12) INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including

attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

(13) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(14) LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

(15) ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

(16) PURCHASER RESPONSIBILITIES: Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(17) FORCE MAJEURE: JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

(18) COVID-19 VACCINATION: JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

(19) SOFTWARE AND DIGITAL SERVICES: Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(20) PRIVACY:

(a) JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) JCI as Controller: JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such

collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ENTIRE AGREEMENT: This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

(19) CHANGES: No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

T&C Version: 11/21/2021

CERTIFICATE OF FUNDS

In the Matter of: Service Center Door Access Controls

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

Account #110-7550-53000, 431-6202-53000

By: 

Michelle Reeder

Finance Director

Dated: 7/12/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE AND INSTALLATION OF SECURITY DOOR CONTROLS AT THE SERVICE CENTER FROM JOHNSON CONTROL, INC. OF CLEVELAND, OHIO, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Service Center has rudimentary standalone door controls and City security standards require all new implementation have online insight into all door activity that is 24/7/365; and

WHEREAS, the installation of this new online security door controls will feed into the City's centralized control center allowing for active alerting and live viewing; and

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

WHEREAS, the City as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351) desires to purchase security controls and video surveillance that has been competitively bid and made available through the membership from Johnson Control, Inc. of Cleveland, Ohio; and

WHEREAS, the total cost for the purchase and installation of the security door controls is \$134,954.00 of which \$95,000.00 (70%) will be paid with funds from Building Maintenance's operating budget, \$14,954.00 (11%) will be paid with funds from Information Technology's operating budget, and \$25,000.00 (19%) will be paid with Issue 8 Capital Project Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to expedite the order to allow for product lead times due to electronic shortages and to provide enhanced security at the Service Center at the earliest opportunity; 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 Information Technology, 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 expend funds for the purchase and installation of security door controls at the Service Center from Johnson Control, Inc. of Cleveland, Ohio, through the Sourcewell Cooperative Purchasing Program, contract 070121-JHN, at an amount **not to exceed** One Hundred Thirty Four Thousand Nine Hundred Fifty Four and 00/100 Dollars (\$134,954.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: July 25, 2022