



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
NOVEMBER 14, 2022 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Brady, S. Poggiali, D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray
APPROVAL OF MINUTES	October 24, 2022 Regular Meeting & November 1, 2022 Special Meeting
AUDIENCE PARTICIPATION	
PRESENTATION:	Omni Fiber Update, Cody Browning, IT Manager
PUBLIC HEARINGS	Vacation of Superior Street Zoning Map Amendment, Arin Blair, Chief Planner
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Arin Blair, Chief Planner

VACATION OF SUPERIOR STREET

Budgetary Information: There is no impact to the budget.

ORDINANCE NO. _____: It is requested an ordinance be passed vacating a portion of Superior Street located north of West Monroe Street and adjacent to 301 Superior Street, 420 Superior Street, and Parcel No. 59-62001.000, within the City, as set forth on the vacation plat, a copy of which is marked as Exhibit “A”, attached to this ordinance and incorporated herein; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Arin Blair, Chief Planner

ZONING MAP AMENDMENT FOR SUPERIOR STREET

Budgetary Information: There is no impact to the budget.

ORDINANCE NO. _____: It is requested an ordinance be passed amending the official zone map of the City of Sandusky to assign a zoning destination for a portion of Superior Street located north of West Monroe Street and adjacent to 301 Superior Street, 420 Superior Street, and Parcel No. 59-62001.000 upon completion of vacation to “PF” Public Facilities District; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

ITEM C – Submitted by Debi Eversole, Housing Development Specialist

LAND BANK MOU WITH ECLRC FOR PROPERTY TRANSFER OF 1228 OSBORNE STREET

Budgetary Information: There is no impact to the budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Memorandum of Understanding (MOU) with the Erie County Land Reutilization Corporation for the acceptance and acquisition of a condemned commercial structure identified as Parcel No. 58-01981.000, located at 1228 Osborne Street, Sandusky, into the Land Reutilization Program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Debi Eversole, Housing Development Specialist

LAND BANK PURCHASE AND SALE OF 612 NEIL STREET

Budgetary Information: The expenses associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of the expenses from the sale. The taxing districts will begin collecting approximately one thousand seven hundred ninety dollars (\$1,790.00) per year in real estate taxes once the structure is built.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel No. 57-01699.000, located at 612 Neil Street is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Cody Browning, IT Manager

WINDOWS SERVER 2022 DATACENTER AND USER CAL LICENSING WITH VTECHIO

Budgetary Information: The cost will be \$30,884.08 and will be paid by the IT’s operating budget in the amount of \$15,442.04, by the Water Fund in the amount of \$7,721.02, and by the Sewer Fund in the amount of \$7,721.02.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for Windows Server 2022 Datacenter and User CAL to Computers at Work, Inc., D.B.A. vTECHio of Naples, Florida for upgrades and licensing for all city servers; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Cody Browning, IT Manager

SPD SERVER AND STORAGE REPLACEMENT WITH VTECHIO

Budgetary Information: The total cost of the servers and storage will be \$59,287.81 and will be paid with funds from the Police Department’s operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase two (2) Poweredge Servers and Dell Storage Array from Computers at Work, Inc., of Naples, Florida D.B.A. vTECHio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program for the Police Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by Cody Browning, IT Manager

LICENSING AND SUPPORT SERVICES FOR SARA SUPPORT FROM STATUS SOLUTIONS

Budgetary Information: The cost for this licensing and support agreement for a 12-month period will be \$12,000 and will be paid with funds from the IT Department operating budget in the amount of \$6,000 by the Water Fund in the amount of \$3,000 and by the Sewer Fund in the amount of \$3,000.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an Innovation Program Agreement with Status Solutions, LLC of Westerville, Ohio, for annual support, maintenance and unlimited software licenses for the City’s Situational Awareness and Response Assistant (SARA) alarm system for a twelve (12) month period beginning on November 18, 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM H – Submitted by Cody Browning, IT Manager

MILLS GOLF COURSE VIDEO SURVEILLANCE FROM JOHNSON CONTROL

Budgetary Information: The total cost of this project will be \$20,125.00 will be paid from the Capital Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase and installation of video surveillance at the Mills Creek Golf Course to 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.

ITEM I – Submitted by Scott Thom, Chief Building Official

BUILDING CONSULTING CONTRACT FOR CY2023 WITH GEORGE POULOS

Budgetary Information: Mr. Poulos will be paid at the rate of \$2,500 per month for work performed for a total of \$30,000.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a consulting contract with George J. Poulos for CY 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM J – Submitted by Scott Thom, Chief Building Official

BUILDING CONSULTING CONTRACT FOR CY2023 WITH ROBERT STADLER

Budgetary Information: Mr. Stadler will be paid at the rate of \$55.00 per hour for work performed up to a maximum of \$7,500.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a consulting contract with Robert G. Stadler for CY 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM K – Submitted by Michell Reeder, Finance Director

2022 FISCAL AUDITING AGREEMENT

Budgetary Information: The total cost of \$53,218 will be paid from the general fund (\$26,609), water fund (\$13,304.50) and sewer fund (\$13,304.50).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with the Auditor of the State of Ohio for services to perform the City’s audit for the fiscal year 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM L – Submitted by Michelle Reeder, Finance Director

APPROPRIATION BUDGET AMENDMENT #7

Budgetary Information: Appropriation amendments are required to update the 2022 budget. Amendments included for these funds:

- General Fund
- Sewer Funds
- Internal Service Funds
- Park & Recreation Funds
- Coronavirus Relief Funds
- Special Assessment funds
- Federal & State Grant Fund

ORDINANCE NO. _____: It is requested an ordinance be passed Adopting Amendment No. 7 to Ordinance No. 22-004 passed by this City Commission on January 10, 2022, making general appropriations for the fiscal year 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM M – Submitted by Aaron Klein, Public Works Director

PURCHASE AND INSTALLATION OF NEW TRAFFIC CABINET

Budgetary Information: The cost of \$20,021.00 for the traffic cabinet and equipment from Path Master, Inc., and \$10,320.00 for installation performed by National Light & Power will be paid with Traffic funds. All costs associated with the repair will be billed to the driver’s insurance company.

- 1. ORDINANCE NO. _____:** It is requested an ordinance be passed ratifying the emergency purchase of a new traffic cabinet and equipment for the intersection at U.S. Route 6/Tiffin Avenue and State Route 101/George Street; authorizing and directing the City Manager and/or the Finance Director to expend funds to Path Master, Inc., of Twinsburg, Ohio, in the amount of \$20,021.00; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- 2. ORDINANCE NO. _____:** It is requested an ordinance be passed ratifying the emergency installation of a new traffic cabinet and equipment for the intersection at U.S. Route 6/Tiffin Avenue and State Route 101/George Street; authorizing and directing the City Manager and/or the Finance Director to expend funds to National Light and Power, Inc., of Sandusky, Ohio, in the amount of \$10,320.00; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM N – Submitted by John Orzech, Assistant City Manager

SOFTWARE AGREEMENT THROUGH CY2023 WITH LEXIPOL

Budgetary Information: The total cost for the subscription purchase with Lexipol is \$7,500. The costs of the subscription will be paid from the Administrative Services operational budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Lexipol, LLC, of Frisco, Texas, for a subscription to LocalGovU full library for the Administrative Services Department; 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 Jason Werling, Recreation Superintendent

2023 PAPER DISTRICT MARINA RATE INCREASES – FIRST READING

Budgetary Information: The agreement will not result in any additional budgetary expenses. The City will benefit from Towboat Marine’s management and operation of the Marina, as well as the agreed upon first \$10,000.00 revenue each year going to the City of Sandusky, with an additional 50% split after revenues received meets \$45,000.00 for the season.

ORDINANCE NO. _____: It is requested an ordinance be passed approving a new fee schedule for the Paper District Marina.

ITEM 2 – Submitted by Jane Cullen, Assistant City Engineer

AWARD CONTRACT TO WWTP SECONDARY DIGESTER #3 CLEANOUT PROJECT TO BURCH HYDRO

Budgetary Information: The total cost for this cleanout work is \$68,737.68, which includes the alternate bid, and will be paid from the Sewer Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Burch Hydro Inc., of Fredericktown, Ohio, for the WWTP (Wastewater Treatment Plant) Secondary Digester #3 Cleanout Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Josh Snyder, Public Works Engineer

PERMISSION TO BID 2022 WEST MONROE STREET DRAINAGE PROJECT

Budgetary Information: The estimated cost of the project construction costs is \$108,180 paid entirely with Sewer funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2022 West Monroe Street Drainage Project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Jared Oliver, Police Chief

AGREEMENT WITH CEDAR POINT FOR POLICING SERVICES FOR 2023

Budgetary Information: For the 2023 park operating season Cedar Point will reimburse the city a total of \$529,185.58.

ORDINANCE NO. _____: It is requested an ordinance authorizing and directing the City Manager to enter into a services agreement with Millennium Operations LLC, D.B.A. Cedar Point for law enforcement/police services to be provided by the Sandusky Police Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Brendan Heil, Law Director

BALLOT FOR PROPOSED AMENDMENT TO THE CHARTER

ORDINANCE NO. _____: It is requested an ordinance be passed providing for the submission to the electors of the City of Sandusky a proposed amendment to the charter of the City of Sandusky as set forth in a petition submitted to this City Commission and declaring an emergency.

ITEM 6 – Submitted by Michelle Reeder, Finance Director

JUSTICE CENTER FINANCING

Budgetary Information: This note sale will finance Justice Center construction costs. The construction contract was awarded to Mosser Construction for a total cost of \$10,623,800, with 40% being attributed to Sandusky Municipal Court operations and 60% attributed to Sandusky Police department operations. It is anticipated that the City will issue long term debt next year with debt service payments being paid from the Capital Projects and General Bond Retirement funds. The project is estimated to be ongoing for eighteen months.

ORDINANCE NO. _____: It is requested an ordinance be passed providing for the issuance and sale of notes in an aggregate principal amount not to exceed \$6,000,000, in anticipation of the issuance of bonds, for the purpose of paying costs of the construction, renovation, furnishing and equipping of the City’s Justice Center, and declaring an emergency.

CITY MANAGER’S REPORT

OLD BUSINESS

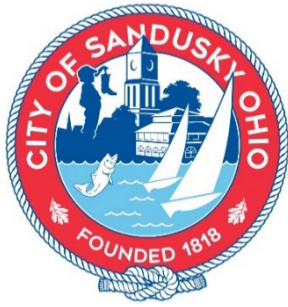
NEW BUSINESS

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

419.627.8462

www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Arin Blair, Chief Planner

Date: November 2, 2022

Subject: November 14, 2022 City Commission Agenda Item – Petition for the vacation of a part of Superior St. located contiguous to 301 Superior St., 420 Superior St., parcel 59-00889.001 and parcel 59-62001.000. Parcels (59-00889.000, 59-64010.000, 59-62001.000, 59-00889.001)

Item for Consideration: Peter Schade on behalf of The Erie County Board of Health has submitted a petition for the vacation of a part of Superior St. located contiguous to 301 Superior St., 420 Superior St., parcel 59-00889.001 and parcel 59-62001.000. Parcels (59-00889.000, 59-64010.000, 59-62001.000, 59-00889.001)

Purpose: The current Superior Street Right of Way dead ends into Erie County Health Department property. The vacation of this portion of right-of-way will enable the Health Department to create a broader entrance, including access to increased parking and wayfinding, to this public facility.

Background Information: At the September 28, 2022 Planning Commission meeting, the Commission recommended approval of the vacation of the above referenced portion of the Superior Street right-of-way. The applicant, Peter Schade on behalf of The Erie County Board of Health, applied to vacate this area upon recommendation from the City of Sandusky Public Works Department in order to complete planned improvements to the Health Department entrance. Due to past right-of-way vacations and lot consolidations, Superior Street currently ends at the Health Department campus. The City's Police Department, Fire Department, and Building Department reviewed the petition for vacation and do not object. The City Engineer noted that vacation is the best approach for the entrance construction. The Planning Commission recommended approval including staff's conditions that all applicable permits must be obtained through the Building Department, Engineering Department, and any other applicable agency prior to construction.

Correlation to the Comprehensive Plan:

The Comprehensive Plan calls for:

A vibrant City: Regional collaboration of private and public stakeholders in the Firelands region and Erie County.

A Livable City: Calm traffic via signage, striping, and infrastructure improvements.

The proposed vacation could assist in the functionality of this parcel.

Budgetary Impact:

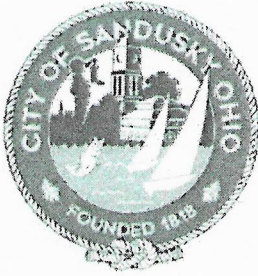
There is no impact to the general fund.

Action Requested: It is requested that City Commission approve the proposed petition for the vacation to a part of Superior St. located contiguous to 301 Superior St., 420 Superior St., parcel 59-00889.001 and parcel 59-62001.000. Parcels (59-00889.000, 59-64010.000, 59-62001.000, 59-00889.001) It is further request that this Ordinance be passed as an emergency in accordance with Section 14 of the City Charter in order to allow the Erie County Board of Health to complete construction of their new entryway prior to winter weather arriving.

I concur with this recommendation:

Eric Wobser, City Manager

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



PLANNING COMMISSION

Petition for Right-of-Way Vacation

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

Peter T. Schada; Erie County Board of Health

Typed or Printed Name of Circulator

420 Superior St.

Typed or Printed address of Circulator

419 656 2796

Phone Number of Circulator

The undersigned owners of lots in the vicinity

Respectfully petition that a portion of said street/alley/right-of-way described as follows:

✓ Portion of Superior Street From N. 510 Superior to North ~ 57' feet
to existing property line in street at Health Dept.

Be vacated for the reason that it is no longer of use to the public and its vacation will not be detrimental to the general interest.

By signing this petition, we hereby support the proposed vacation and waive our right to public notice. Further, we realize that we shall be responsible for providing a completed petition including a complete legal description and a plat prepared by a professional, suitable for recording, and approved by the County Surveyor.

Name	Address	Date Signed
<u>Peter T. Schada</u>	<u>420 Superior St.</u>	<u>08.09.2022</u>

(You may attach an additional sheet of paper if the space provided above is not adequate)

Office use only:

_____ \$500.00 filing fee

_____ Plat as detailed in "Right-of-Way Vacation Procedures", and approved by the County

Surveyor

_____ Legal Description approved by the County Surveyor

_____ Completed form containing required signatures

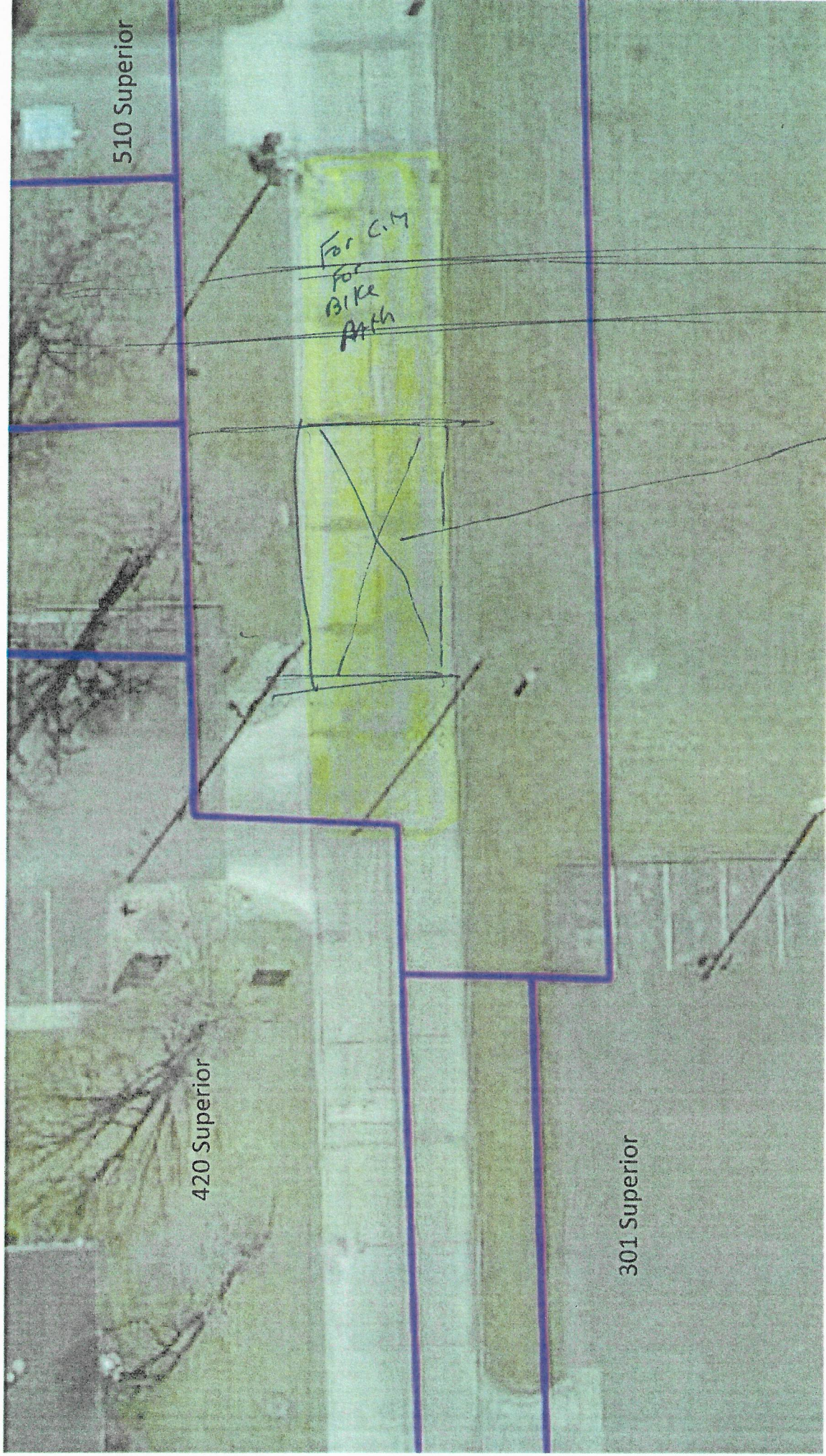
510 Superior

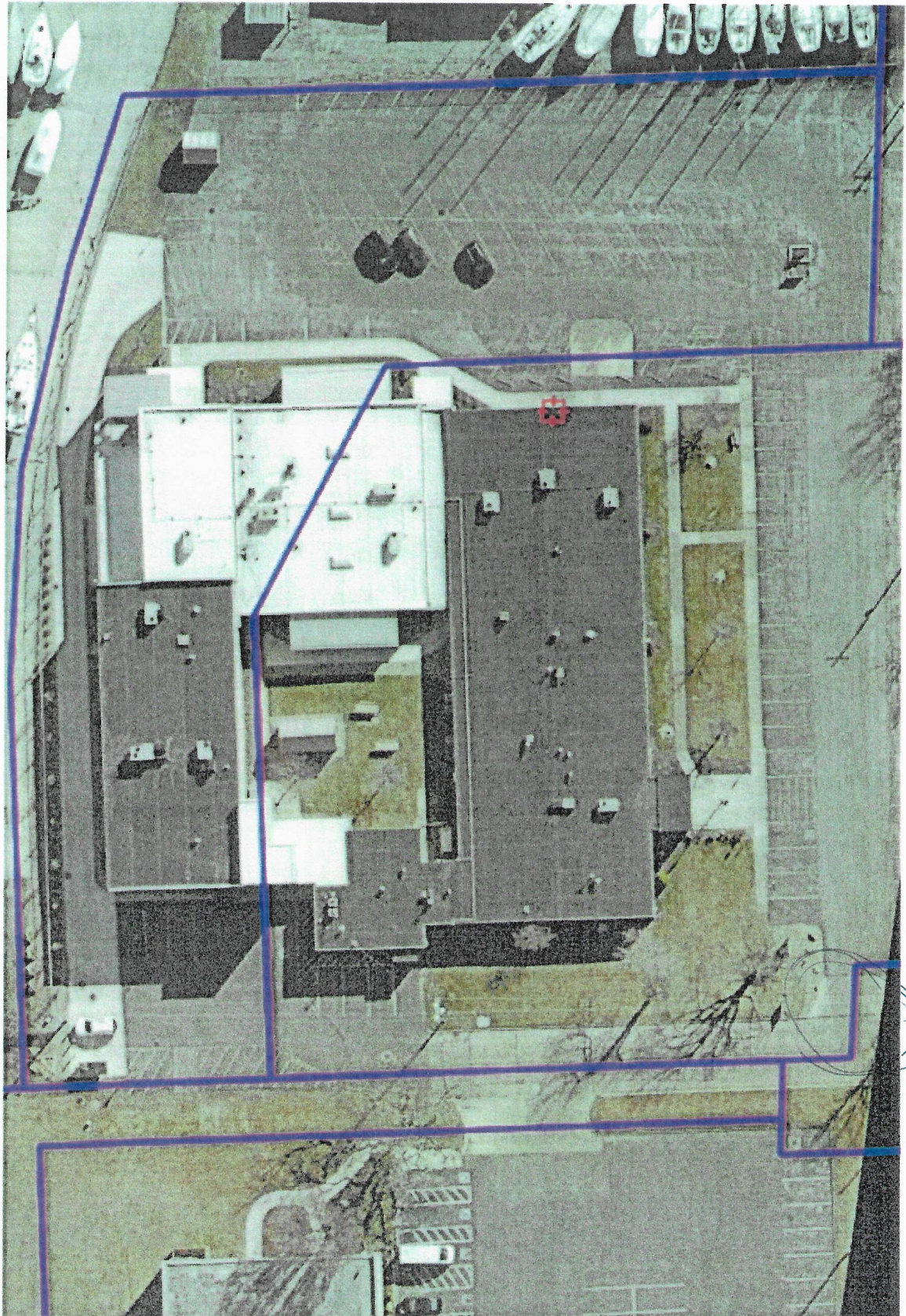
For C.M.
For
BIKE
ARCH

VACATION
AREA

420 Superior

301 Superior





PLANNING COMMISSION REPORT

APPLICATION FOR A RIGHT OF WAY
VACATION REQUEST FOR
A PART OF SUPERIOR ST. LOCATED CONTIGUOUS
TO 301 SUPERIOR ST., 420 SUPERIOR ST. AND
PARCEL 59-62001.000.
PARCELS (59-00889.000, 59-64010.000, 59-
62001.000)

Reference Number: PROWV22-0003

Date of Report: September 8, 2022

Report Author: Alec Ochs, Assistant Planner



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

Applicant/Owner: Erie County Board of Health
420 Superior St.
Sandusky, OH 44870

Authorized Agent: Peter Schade
420 Superior St.
Sandusky, OH 44870

Site Location: A part of Superior St. located contiguous to 301 Superior St., 420 Superior St.
and parcel 59-62001.000.
Sandusky, OH 44870

Zoning: N/A

Surrounding Zoning: North: N/A
East: PF – Public Facilities
South: PF – Public Facilities
West: PF – Public Facilities

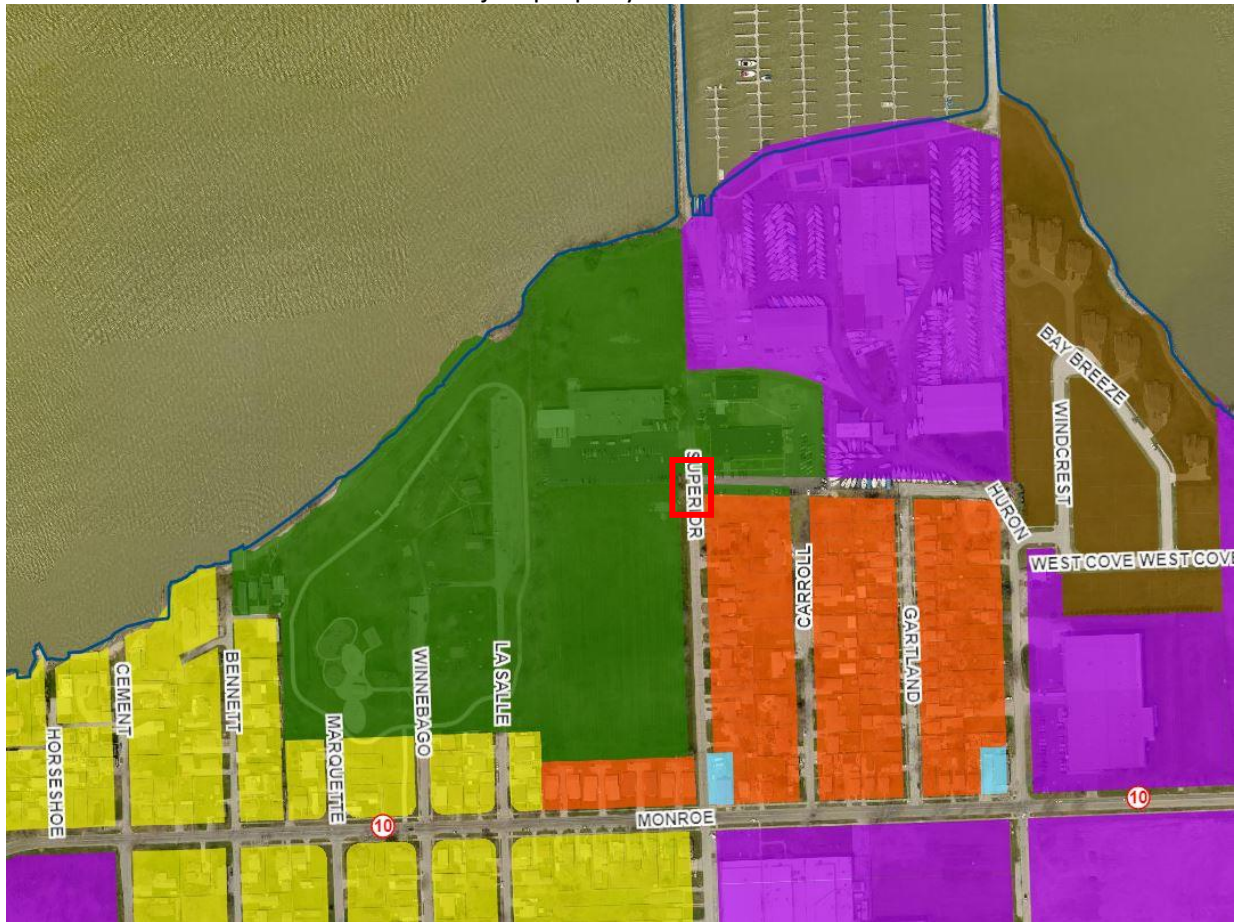
Surrounding Uses: Business, Park, Open Space, Health Department

Existing Use: Health Department

Proposed Use: Health Department

Applicable Plans & Regulations: City of Sandusky Bicentennial Comprehensive Plan
City of Sandusky Planning and Zoning Code Chapters:
1187.05 VACATION OF PLAT.
Planning and development Procedures Section 9.0: Vacation
of Street or Alley

Subject property outlined in red



Zone Map Setbacks



PUD - Planned Unit Development



Parcels



TRO - Transient Rental Overlay

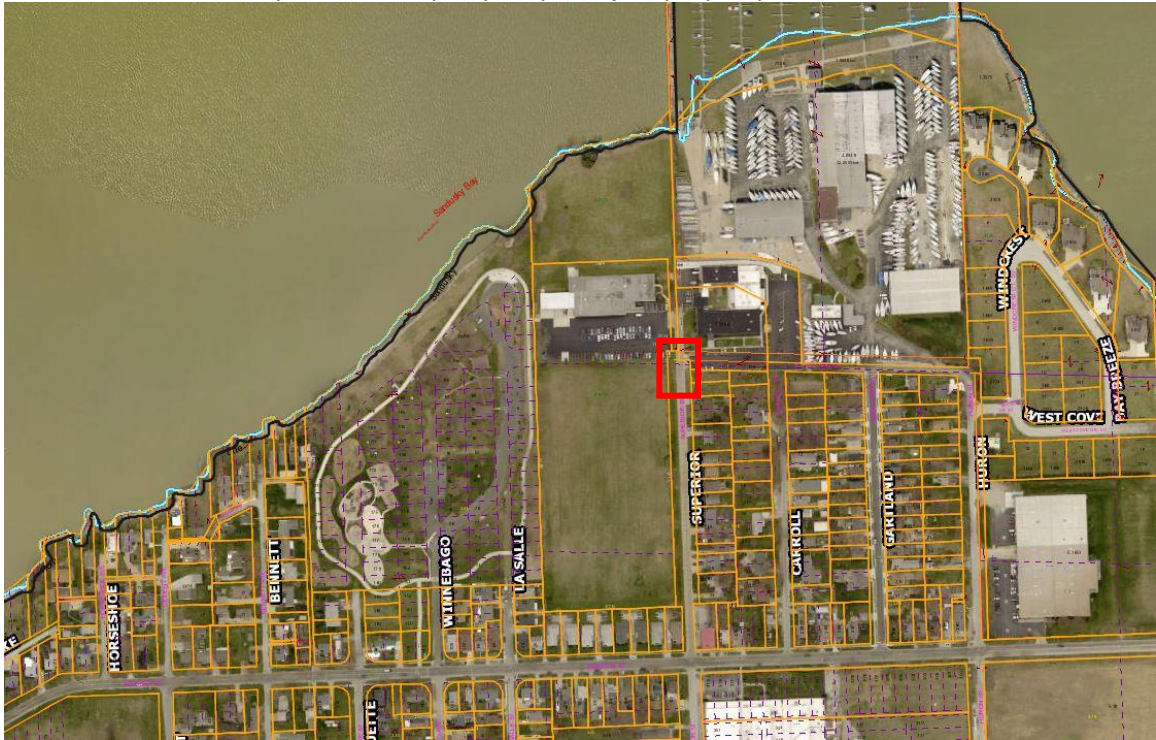


Zoning

- AG - Agriculture
- CA - Commercial Amusement
- CR - Commercial Recreation
- CS - Commercial Service
- DBD - Downtown Business
- GB - General Business
- GM - General MAnufacturing
- LB - Local Business
- LM - Local Manufacturing
- P - Auto Parking

- PF - Public Facilities
- R1-40 - Single Family Residential
- R1-50 - Single Family Residential
- R1-60 - Single Family Residential
- R1-75 - Single Family Residential
- R2F Two-Family Residential
- RB - Roadside Business
- RMF - Multi-Family Residential
- RRB - Residential/Business
- RS - Residential Suburban

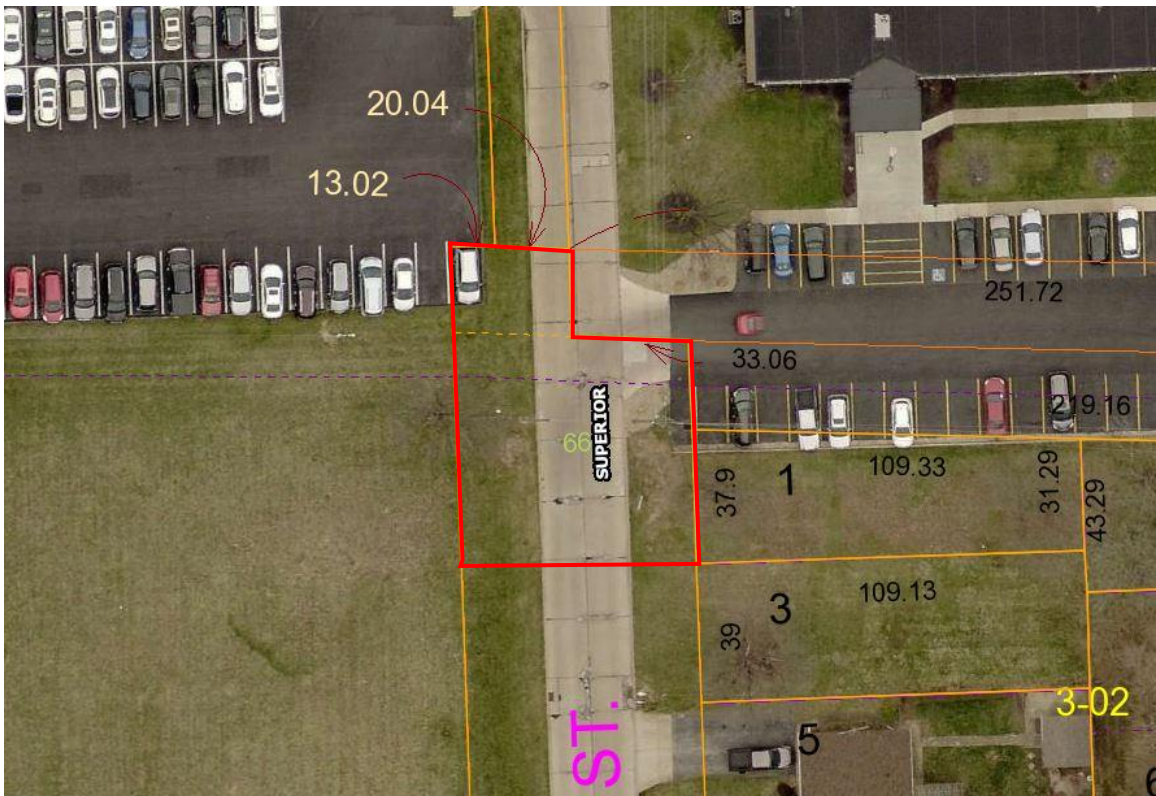
County Auditor Property Map (subject property outlined in red)



Aerial Photo (taken March 2021)



Facing North



PROJECT DESCRIPTION

The applicant has filed for vacation of the public right-of-way for part of Superior St. located contiguous to 301 Superior St., 420 Superior St. and parcel 59-62001.000. The vacation request is approximately 6,003 sq. ft. It currently serves as street access to the Erie County Health Department properties.

The proposed vacated right-of-way would become a private drive and maintained by the applicant. The applicant seeks to make it privately owned in order to construct a new entry into the Erie County Health Department. The approach of vacating the city right-of-way in order to enable the Health Department to have enough room to complete their project was a recommendation from the Public Works Department. The Public Works Department oversees street maintenance the public right-of-way.

APPLICABLE CODE SECTIONS

1187.05 VACATION OF PLAT.

A plat or portion thereof may be vacated. The owner or owners of properties located within the area of the plat proposed to be vacated shall submit to the Planning Commission a document, which shall include a text and/or drawings in form approved by the City Law Director, declaring said plat or portion thereof vacated.

If the vacation does not involve the vacation of a public right-of-way, easement, or other public property, the Planning Commission shall take action to approve, approve with conditions, or disapprove such document of vacation. The action of the Planning Commission shall be final.

If the vacation involves the vacation of a public right-of-way, easement, or other public property, the Planning Commission shall make a recommendation to the City Commission. The City Commission may approve, approve with conditions, disapprove, or approve in part any such document.

Upon approval by the City Commission, said document shall be recorded in like manner as plats of subdivisions and shall operate to destroy the force and effect of the plat, or portion thereof, so vacated. (Ord. 02-176. Passed 10-28-02.)

Ohio revised code 723.041

When a vacation occurs, a municipality and any affected public utility automatically retain a permanent easement in such vacated for the purpose of maintenance and access.

PLANNING DIVISION COMMENTS

This section of City right-of-way has no future plans involving City use. The vacation of this right of way does not negatively impact surrounding property access nor does it affect the future extension of the Sandusky Bay Pathway in this area. Vacation of the right of way will enable the Health Department to continue providing high quality services to Sandusky and Erie County residents and by expanding the entry to their parcel.

OTHER DEPARTMENT COMMENTS

Engineering Staff:

Engineering staff recommended this as the best approach for this project.

Building Staff:

No objections were received by the due date of this report.

Police Department:

The Police Department has no objections to this request.

Fire Department:

No objections were received by the due date of this report.

CONCLUSION/RECOMMENDATION

Staff recommends the approval of the proposed right-of-way vacation request for part of Superior St. (as defined by the survey and legal description) roughly located contiguous to 301 Superior St., 420 Superior St. and parcel 59-62001.000. Parcels (59-00889.000, 59-64010.000, 59-62001.000)

1. All applicable permits for future plans must be obtained through the Building Department, Engineering Department, and any other applicable agency prior to construction.

**Planning Commission
September 28, 2022
Meeting Minutes**

Meeting called to order:

Vice Chair David Miller called the meeting to order at 5:03 pm. The following members were present: David Miller, Steve Poggiali, Mike Zuilhof, Jade Castile, Connor Whelan, and Jim Jackson. Jonathan Holody, Alec Ochs, and Arin Blair represented the Community Development Department, Brendan Heil represented the Law Department, and Clerk Cathy Myers was also present.

Approval of minutes from June 22, 2022:

Mr. Miller deferred approval of the minutes to next meeting for approval due to Staff crossover.

Public Hearing:

Peter Schade on behalf of the Eric County Board of Health has submitted an application for the right-of-way vacation request for a part of Superior Street located contiguous to 301 Superior Street, 420 Superior Street, and parcel 59-65001.000. Adjacent properties include: (59-00889.000, 59-64010.000, 59-62001.000

Staff presented the vacation request to the Commission. The property is approximately 6,003 sqft, 93 feet from north to south and 66 feet west to east. Staff recommended the vacated right-of-way be rezoned to Public Facilities, if approved. Peter Schade spoke on behalf of the property owner and there was no other public comment.

The motion for approval, including staff conditions, as presented was made by Commissioner Poggiali and the motion was seconded by Commissioner Castile. The vote was called and the motion was approved with five votes from Commissioners Castile, Jackson, Poggiali, Whelan and Vice Chair Miller in favor of the request and one vote from Commissioner Zuilhoff against the vacation of the right-of-way.

Staff requested the Commission consider rezone the property to Public Facilities at this time, as well. Commissioner Whelan made a motion to approve the rezone and the motion was seconded by Commissioner Jackson. The vote was called and the motion was approved with five votes from Commissioners Castile, Jackson, Poggiali, Whelan and Vice Chair Miller in favor and one vote from Commissioner Zuilhoff against the rezone.

Adjudication Hearing:

William L. and Marie K. Thomas Trustee has submitted an application for the conditional use permit at 803 W. Shoreline Drive to allow a marina use as a legal conforming main use and boat storage as and accessory use.

Vice Chair Miller called for all those who would speak on behalf to the adjudication hearing to swear to tell "the whole truth and nothing but the truth," as directed by Mr. Heil to meet the legal requirements. Staff presented the request that property in its current use is an approved nonconforming use. Staff stated that the request would be inharmonious to downtown business zoning district. The request does not conform to the Bicentennial Comprehensive Plan. There were no representative for the request present and no public comment.

Vice Chair Miller called for a motion for denial of the Conditional Use Permit at 803 W. Shoreline Drive. Commissioner Zuilhof made a motion to deny the request and the motion was seconded by Commissioner Poggiali. The vote was called and the motion was passed with five votes from Commissioners Castile, Jackson, Poggiali, Zuilhof and Vice Chair Miller in favor of the motion to deny the request and one vote from Commissioner Whelan opposed.

Special Presentation:

AECOM on behalf on Sandusky Transit System has a presentation outlining the Sandusky Intermodal Feasibility Study near the Amtrak Station

Ms. Blair introduced Mr. Holody to speak. Mr. Holody stated there is growing public interest and forthcoming investment in passenger rail service in this country. Erie County Community Foundation and Community Development Block Grant Funding launched a study by AECOM to help improve the station. Jeremy Windsor and Christian Lynn from AECOM presented the preliminary findings and recommendations of the study.

New Business:

2121 Superior Street- Site Plan

Randy Mapus has submitted a site plan for 2121 Superior Street to expand a storage building in a manufacturing district.

Staff recommended approval of the site plan and all regulations are being met. There was no public comment. The motion for approval, including staff conditions as presented, of the Site Plan at 2121 Superior Street was made by Commissioner Zuilhof and the motion was seconded by Commissioner Poggiali. The vote was called and the motion to approve 2121 Superior Street Site Plan was approved unanimously.

2820 Venice Road- Special Residential Occupancy Permit

Tammy Frazier has submitted an application for a special residential occupancy permit at 2820 Venice Road to legally allow residential occupancy in a manufacturing district.

Staff recommended approval of the 2820 Venice Road Special Residential Occupancy Permit. There was no public comment. The motion for approval, including staff conditions as presented, was made by Commissioner Poggiali and the motion was seconded by Commissioner Jackson. The vote was called and the motion to approve 2820 Venice Road Special Residential Occupancy Permit was approved unanimously.

320 E. Washington Street

David Bowie has submitted an application for street name designation at connecting alley going east/ west connecting Hancock Street and Franklin Street.

Staff does not oppose the request. Mr. Bowie, the applicant, spoke on behalf of the request. The motion for approval was made by Commissioner Jackson and the motion was seconded by Commissioner Zuilhof. The vote was called and the motion to approve the name designation of Heritage Way to the connecting alley going east/ west from Hancock Street and Franklin Street was approved unanimously.

Staff Update

Ms. Blair stated that she registered the Planning Commissioners for National American Planning Association and the State of Ohio American Planning Association.

Ms. Blair informed the Commission that the Cleveland Chapter of the American Planning Association will be hosting their Planning and Zoning workshop on October 11.

City Commission has granted approval for the planning design process for the skate park. The City has partnered with OHM Advisors and Spohn Ranch in this 4 month long process.

Ms. Myers reminded Commissioners that the Boards and Commissions Annual Cruise will be the last Thursday of October.

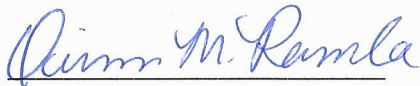
Adjournment:

Commissioner Poggiali moved to adjourn and the motion was seconded by Commissioner Whelan. The meeting ended at 6:48 PM.

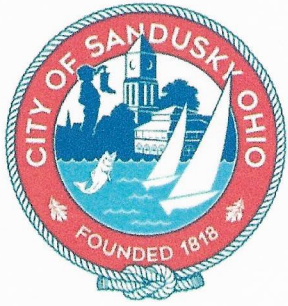
Next Meeting:

October 26, 2022

Approved:


Clerk


Chair/ Vice Chair



Planning Commission

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

November 2, 2022

At the September 28, 2022 Planning Commission meeting, the Planning Commission recommended approval to the City Commission for the proposed vacation to a part of Superior St. located contiguous to 301 Superior St., 420 Superior St. and parcel 59-62001.000. Parcels (59-00889.000, 59-64010.000, 59-62001.000).

A handwritten signature in black ink, appearing to read "Pete McGow", is written over a horizontal line.

Pete McGow
Planning Commission Chairman

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF SUPERIOR STREET LOCATED NORTH OF WEST MONROE STREET AND ADJACENT TO 301 SUPERIOR STREET, 420 SUPERIOR STREET, AND PARCEL NO. 59-62001.000, WITHIN THE CITY, AS SET FORTH ON THE VACATION PLAT, A COPY OF WHICH IS MARKED AS EXHIBIT “A”, ATTACHED TO THIS ORDINANCE AND INCORPORATED HEREIN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Section 723.04 of the Ohio Revised Code provides for statutory proceedings to vacate a street, alley, or portion thereof by the legislative authority upon petition by a person owning a lot in the immediate vicinity of the street or alley; and

WHEREAS, the petitioner, Peter Schade, on behalf of the Erie County Board of Health, as the only abutting property owner is consenting to and signed the Petition for Vacation which dispensed with the notice requirement contained in Section 723.06 of the Ohio Revised Code; and

WHEREAS, the City’s Engineering Department, Police Department, Fire Department and Building Department have reviewed the petition for vacation and do not object; and

WHEREAS, the Planning Commission considered this vacation request at its September 28, 2022, meeting and resolved to recommend approval of the requested vacation; and

WHEREAS, pursuant to the requirements of Section 723.04 of the Ohio Revised Code, the City Commission held a public hearing at its November 14, 2022, regularly scheduled meeting to consider the Planning Commission's recommendation for **approval** pursuant to Section 713.02 of the Ohio Revised Code; and

WHEREAS, this City Commission finds that there is good cause for such vacation as prayed for and that such vacation will not be detrimental to the general interest and is conducive to the general interests of the public and the area is no longer needed for any municipal purpose, and that it should be made; and

WHEREAS, approval is being requested in companion legislation to assign zoning designation to this portion of Superior Street located north of West Monroe Street and adjacent to 301 Superior Street, 420 Superior Street, and Parcel No. 59-62001.000 upon completion of the vacation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Erie County Board of Health to complete construction of their new entryway prior to winter weather arriving; 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. The portion of Superior Street located north of West Monroe Street and adjacent to 301 Superior Street, 420 Superior Street, and Parcel No. 59-62001.000 within the City of Sandusky, labeled as described on the vacation plat, with a total area of approximately .1378 acres of land, and as more fully described in the legal description and vacation plat marked Exhibit "A", attached to this Ordinance and specifically incorporated herein, be and the same are hereby vacated pursuant to the Ohio Revised Code, Section 723.08 and is a revocation of the acceptance thereof by this City Commission.

Section 2. The said vacations be and hereby are subject to the permanent easements for public utility purposes in such vacated premises as set forth in Section 723.041 of the Ohio Revised Code.

Section 3. The Clerk of the City Commission be instructed to endorse upon the plats, the City Commission action in vacating such portion of the street and alley and to cause said plats to be recorded in the office of the Erie County Recorder and to notify the Auditor of Erie County of such vacations, by sending a copy of this Ordinance.

Section 4. 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 5. 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 6. 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: November 14, 2022

LEGEND		
SET	FOUND	DESCRIPTION
●	○	IRON PIN (ROD)
●	○	IRON PIPE
◆	◇	MAG NAIL
▲	▲	MONUMENT BOX
(D)	DEED	(C) CALCULATED
(P)	PLATTED	(S) SURVEY

ALL 5/8" IRON PINS(RODS) SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG 8456/8512"

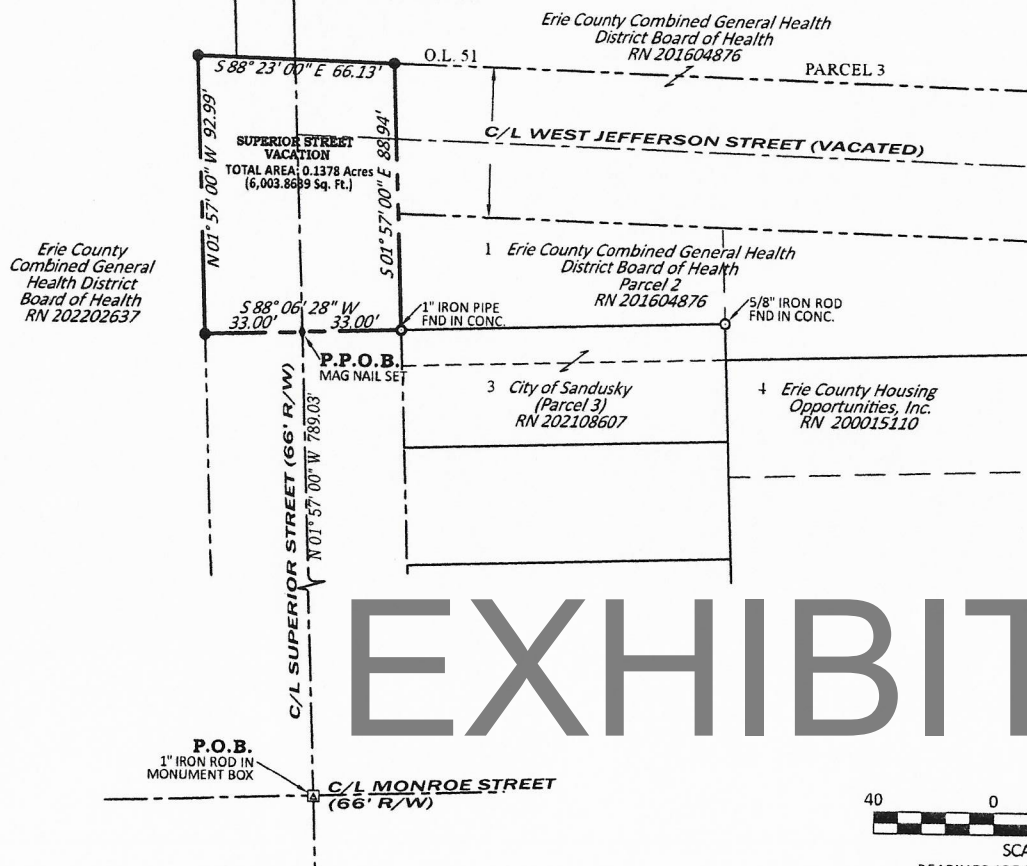
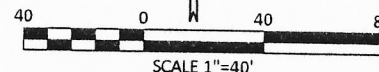


EXHIBIT "A"



BEARINGS ARE BASED ON GRID NORTH OF THE OHIO STATE PLANE COORDINATE SYSTEM, NAD83 DATUM, GEOID 12A, BY ODOT VRS

SUPERIOR STREET VACATION LEGAL DESCRIPTION

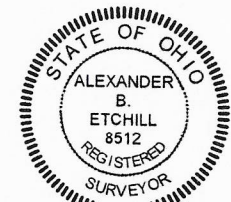
Being part of Superior Street north of Monroe Street in Ward 4, City of Sandusky, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron rod found in a monument box at the intersection of centerlines of Monroe Street (66' R/W) and Superior Street (66' R/W); Thence North 01° 57' 00" West, along the centerline of Superior Street, a distance of 789.03 feet to a mag nail set, and being the principal place of beginning;

- Thence South 88° 06' 28" West, a distance of 33.00 feet to a 5/8" iron rod set on the west right-of-way line of Superior Street;
- Thence North 01° 57' 00" West, along the west right-of-way line of Superior Street a distance of 92.99 feet to a 5/8" iron rod set;
- Thence South 88° 23' 00" East, along the northerly terminus of Superior Street, a distance of 46.13 feet to a 5/8" iron rod set at the intersection of the east right-of-way line of Superior Street and the former north right-of-way line of West Jefferson Street (vacated);
- Thence South 01° 57' 00" East, a distance of 88.94 feet to a 1" iron pipe found in concrete at the east right-of-way line of Superior Street and the northwest corner of land now or formerly owned by City of Sandusky as recorded in RN 202108607 of the Erie County Recorder's Office;
- Thence South 88° 06' 28" West, a distance of 33.00 feet to the principal place of beginning and containing 0.1378 acres (6,003.8699 Sq. Ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 Datum, Geoid 12A, by ODOT VRS.

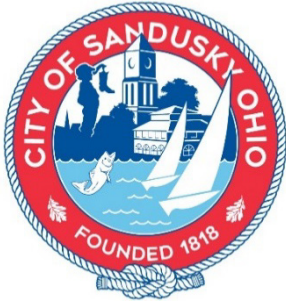
This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in August, 2022 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed January, 2020 on the premises by Contractors Design Engineering.



Part of Superior Street Road Vacation Plat For
Erie County Combined General Health District Board of Health
 Being a part of Superior Street north of Monroe Street in Ward 4, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio

CONTRACTORS DESIGN ENGINEERING
 CONSULTING ENGINEERS & SURVEYORS
 NORWALK, OHIO

DATE: AUGUST, 2022	CK'D: ABE	PROJECT NO. 21-454
DR: KNR	BY: REV'D	



DEPARTMENT of COMMUNITY DEVELOPMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5973
www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Arin Blair, Chief Planner

Date: November 2, 2022

Subject: November 14, 2022 City Commission Agenda Item – Amendment to the zoning map to assign a zoning designation for the future parcel of a vacated part of Superior St. located contiguous to 301 Superior St., 420 Superior St. and parcel 59-62001.000. Parcels (59-00889.000, 59-64010.000, 59-62001.000)

Item for Consideration: Amendment to the zoning map to assign a zoning designation to the future parcel of a vacated part of Superior St. located contiguous to 301 Superior St., 420 Superior St. and parcel 59-62001.000. Parcels (59-00889.000, 59-64010.000, 59-62001.000)

Purpose: The codified ordinance does not contain an automatic procedure to zone a parcel that was once city right-of-way. In this case, the right-of-way to be vacated is for the purpose of expanding a Public Facilities parcel owned by the Erie County Health Department. Staff and the Planning Commission recommend this parcel be zoned Public Facilities.

Background Information: Peter Schade on behalf of The Erie County Board of Health, applied to vacate this area to enable a planned expansion of the Health Department entryway.

At their regularly scheduled meeting, held on September 28, 2022, Planning Commission made a motion to Amend the Zoning Map to designate the parcel formed by the right-of-way vacation to PF – Public Facilities to match the surrounding zoning of the Erie County Board of Health's campus.

Correlation to the Zoning Code:

Chapter 1113 Amendments, of the Zoning Code states that the Zoning Map may be amended periodically in order to keep it abreast of new zoning techniques, as well as when the following general conditions arise:

- (1) Whenever a general hardship prevails throughout a given district;
- (2) Whenever a change occurs in land use, transportation, or other sociological trends, either within or surrounding the community; and
- (3) Whenever extensive developments are proposed that do not comply but would be in the public interest.

Budgetary Impact: There is no impact to the general fund.

Action Requested: It is requested that City Commission approve the proposed amendment to the zoning map, to assign a designation to the future parcel of a vacated part of Superior St. located contiguous to 301 Superior St., 420 Superior St. and parcel 59-62001.000; parcels (59-00889.000, 59-64010.000, 59-62001.000); to be zoned Public Facilities. It is requested that this ordinance take effect under Section 13 of the City Charter.

Arin Blair
Chief Planner

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Community Development Director

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

**Planning Commission
September 28, 2022
Meeting Minutes**

Meeting called to order:

Vice Chair David Miller called the meeting to order at 5:03 pm. The following members were present: David Miller, Steve Poggiali, Mike Zuilhof, Jade Castile, Connor Whelan, and Jim Jackson. Jonathan Holody, Alec Ochs, and Arin Blair represented the Community Development Department, Brendan Heil represented the Law Department, and Clerk Cathy Myers was also present.

Approval of minutes from June 22, 2022:

Mr. Miller deferred approval of the minutes to next meeting for approval due to Staff crossover.

Public Hearing:

Peter Schade on behalf of the Eric County Board of Health has submitted an application for the right-of-way vacation request for a part of Superior Street located contiguous to 301 Superior Street, 420 Superior Street, and parcel 59-65001.000. Adjacent properties include: (59-00889.000, 59-64010.000, 59-62001.000

Staff presented the vacation request to the Commission. The property is approximately 6,003 sqft, 93 feet from north to south and 66 feet west to east. Staff recommended the vacated right-of-way be rezoned to Public Facilities, if approved. Peter Schade spoke on behalf of the property owner and there was no other public comment.

The motion for approval, including staff conditions, as presented was made by Commissioner Poggiali and the motion was seconded by Commissioner Castile. The vote was called and the motion was approved with five votes from Commissioners Castile, Jackson, Poggiali, Whelan and Vice Chair Miller in favor of the request and one vote from Commissioner Zuilhoff against the vacation of the right-of-way.

Staff requested the Commission consider rezone the property to Public Facilities at this time, as well. Commissioner Whelan made a motion to approve the rezone and the motion was seconded by Commissioner Jackson. The vote was called and the motion was approved with five votes from Commissioners Castile, Jackson, Poggiali, Whelan and Vice Chair Miller in favor and one vote from Commissioner Zuilhoff against the rezone.

Adjudication Hearing:

William L. and Marie K. Thomas Trustee has submitted an application for the conditional use permit at 803 W. Shoreline Drive to allow a marina use as a legal conforming main use and boat storage as and accessory use.

Vice Chair Miller called for all those who would speak on behalf to the adjudication hearing to swear to tell "the whole truth and nothing but the truth," as directed by Mr. Heil to meet the legal requirements. Staff presented the request that property in its current use is an approved nonconforming use. Staff stated that the request would be inharmonious to downtown business zoning district. The request does not conform to the Bicentennial Comprehensive Plan. There were no representative for the request present and no public comment.

Vice Chair Miller called for a motion for denial of the Conditional Use Permit at 803 W. Shoreline Drive. Commissioner Zuilhof made a motion to deny the request and the motion was seconded by Commissioner Poggiali. The vote was called and the motion was passed with five votes from Commissioners Castile, Jackson, Poggiali, Zuilhof and Vice Chair Miller in favor of the motion to deny the request and one vote from Commissioner Whelan opposed.

Special Presentation:

AECOM on behalf on Sandusky Transit System has a presentation outlining the Sandusky Intermodal Feasibility Study near the Amtrak Station

Ms. Blair introduced Mr. Holody to speak. Mr. Holody stated there is growing public interest and forthcoming investment in passenger rail service in this country. Erie County Community Foundation and Community Development Block Grant Funding launched a study by AECOM to help improve the station. Jeremy Windsor and Christian Lynn from AECOM presented the preliminary findings and recommendations of the study.

New Business:

2121 Superior Street- Site Plan

Randy Mapus has submitted a site plan for 2121 Superior Street to expand a storage building in a manufacturing district.

Staff recommended approval of the site plan and all regulations are being met. There was no public comment. The motion for approval, including staff conditions as presented, of the Site Plan at 2121 Superior Street was made by Commissioner Zuilhof and the motion was seconded by Commissioner Poggiali. The vote was called and the motion to approve 2121 Superior Street Site Plan was approved unanimously.

2820 Venice Road- Special Residential Occupancy Permit

Tammy Frazier has submitted an application for a special residential occupancy permit at 2820 Venice Road to legally allow residential occupancy in a manufacturing district.

Staff recommended approval of the 2820 Venice Road Special Residential Occupancy Permit. There was no public comment. The motion for approval, including staff conditions as presented, was made by Commissioner Poggiali and the motion was seconded by Commissioner Jackson. The vote was called and the motion to approve 2820 Venice Road Special Residential Occupancy Permit was approved unanimously.

320 E. Washington Street

David Bowie has submitted an application for street name designation at connecting alley going east/ west connecting Hancock Street and Franklin Street.

Staff does not oppose the request. Mr. Bowie, the applicant, spoke on behalf of the request. The motion for approval was made by Commissioner Jackson and the motion was seconded by Commissioner Zuilhof. The vote was called and the motion to approve the name designation of Heritage Way to the connecting alley going east/ west from Hancock Street and Franklin Street was approved unanimously.

Staff Update

Ms. Blair stated that she registered the Planning Commissioners for National American Planning Association and the State of Ohio American Planning Association.

Ms. Blair informed the Commission that the Cleveland Chapter of the American Planning Association will be hosting their Planning and Zoning workshop on October 11.

City Commission has granted approval for the planning design process for the skate park. The City has partnered with OHM Advisors and Spohn Ranch in this 4 month long process.

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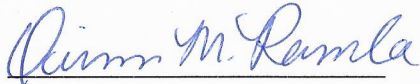
Adjournment:

Commissioner Poggiali moved to adjourn and the motion was seconded by Commissioner Whelan. The meeting ended at 6:48 PM.

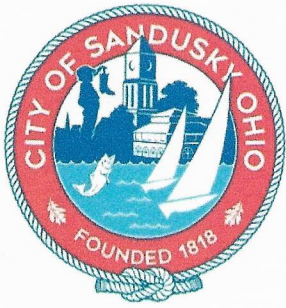
Next Meeting:

October 26, 2022

Approved:


Clerk


Chair/ Vice Chair



Planning Commission

240 Columbus Ave
Sandusky, Ohio 44870

419.627.5891

www.cityofsandusky.com

November 2, 2022

At the September 28, 2022 Planning Commission meeting, the Planning Commission made a recommendation to the City Commission for an amendment to the zoning map, for the future parcel of a vacated part of Superior St. located contiguous to 301 Superior St., 420 Superior St. and parcel 59-62001.000. Parcels (59-00889.000, 59-64010.000, 59-62001.000) to zone it PF –Public Facilities district.

A handwritten signature in black ink, appearing to read "Pete McGory", is written over a horizontal line.

Pete McGory
Planning Commission Chairman

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO ASSIGN A ZONING DESIGNATION FOR A PORTION OF SUPERIOR STREET LOCATED NORTH OF WEST MONROE STREET AND ADJACENT TO 301 SUPERIOR STREET, 420 SUPERIOR STREET, AND PARCEL NO. 59-62001.000 UPON COMPLETION OF VACATION TO “PF” PUBLIC FACILITIES DISTRICT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, approval is being requested in companion legislation to vacate a portion of Superior Street located north of West Monroe Street and adjacent to 301 Superior Street, 420 Superior Street, and Parcel No. 59-62001.000 by petition from the Erie County Health Department; and

WHEREAS, if approved by City Commission, the City requests an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for a portion of Superior Street located north of West Monroe Street and adjacent to 301 Superior Street, 420 Superior Street, and Parcel No. 59-62001.000 to “PF” Public Facilities District, as more fully described in Exhibit “A” which is attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

WHEREAS, the request for zoning to “PF” Public Facilities District is to assign a zoning designation for the new parcel created by the vacation as the City’s Codified Ordinances does not include an automatic procedure to zone a new parcel created by the completion of a vacation; and

WHEREAS, the City’s request was heard by the Planning Commission at their September 28, 2022, meeting resulting in the Planning Commission’s recommendation to **approve** the Zone Map Amendment for this portion of Superior Street located north of West Monroe Street and adjacent to 301 Superior Street, 420 Superior Street, and Parcel No. 59-62001.000; and

WHEREAS, a public hearing on the request was held by this City Commission at their November 14, 2022, regularly scheduled meeting; and

WHEREAS, this Ordinance should be passed approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances to assign a zoning designation for a portion of Superior Street located north of West Monroe Street and adjacent to 301 Superior Street, 420 Superior Street, and Parcel No. 59-62001.000 to “PF” Public Facilities District; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Community Development, 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 approves the request to assign a zoning designation and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to assign the zoning for a portion of Superior Street located north of West Monroe Street and adjacent to 301 Superior Street, 420 Superior Street, and Parcel No. 59-62001.000 to “PF” Public Facilities District as more fully described in Exhibit “A” which is attached to this Ordinance and specifically incorporated herein.

Section 2. The City's Chief Planner is directed to make the change on the original Zoning Map on file in the Office of Planning and Zoning.

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 shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

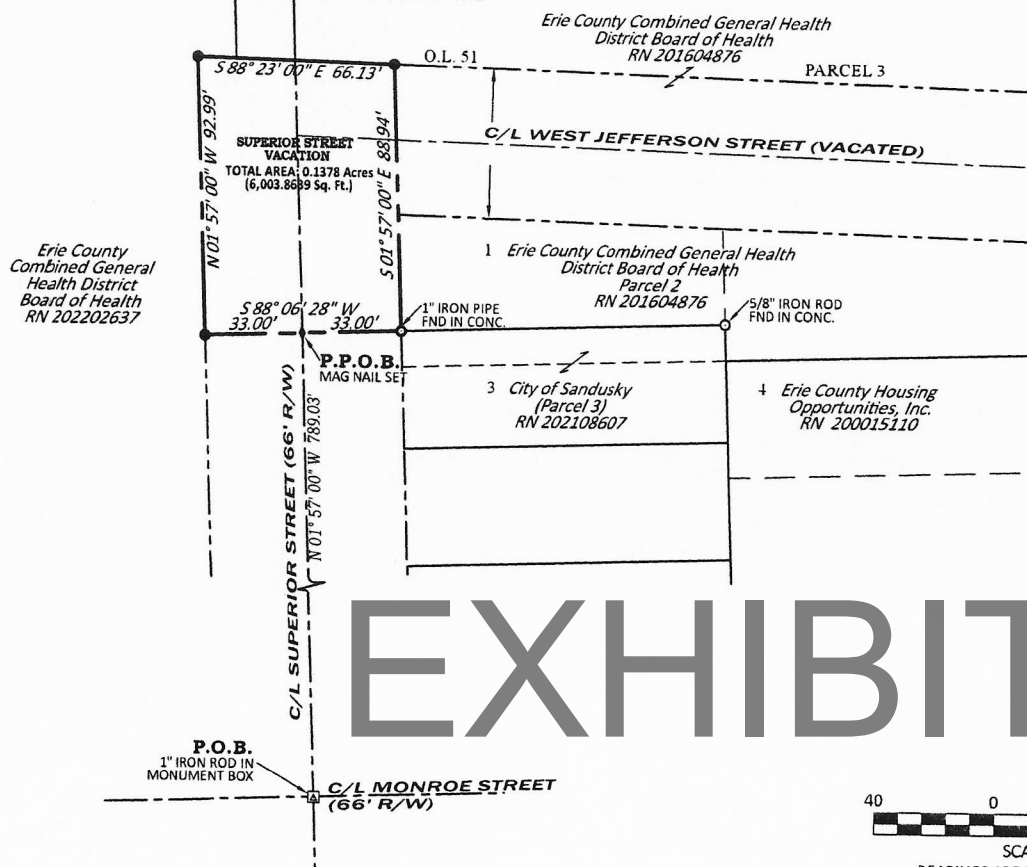
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 14, 2022 (effective after 30 days)

LEGEND		
SET	FOUND	DESCRIPTION
●	○	IRON PIN (ROD)
●	○	IRON PIPE
◆	◇	MAG NAIL
▲	▲	MONUMENT BOX
(D)	DEED	(C) CALCULATED
(P)	PLATTED	(S) SURVEY

ALL 5/8" IRON PINS(RODS) SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG 8456/8512"



SUPERIOR STREET VACATION LEGAL DESCRIPTION

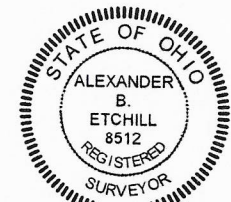
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- Thence North 01° 57' 00" West, along the west right-of-way line of Superior Street a distance of 92.99 feet to a 5/8" iron rod set;
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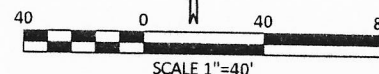
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Part of Superior Street Road Vacation Plat For
**Erie County Combined General Health
 District Board of Health**
 Being a part of Superior Street north of Monroe Street in Ward 4,
 City of Sandusky, Erie County,
 Firelands Connecticut Western Reserve, State of Ohio

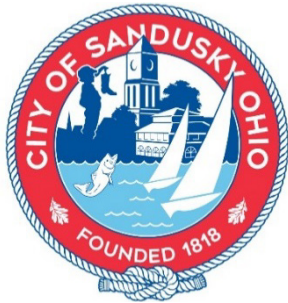
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BEARINGS ARE BASED ON GRID NORTH
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**CONTRACTORS
 DESIGN ENGINEERING**
 CONSULTING ENGINEERS & SURVEYORS
 NORWALK, OHIO

DATE: AUGUST, 2022	CK'D: ABE	PROJECT NO.
DR: KNR	BY: REV'D	21-454



Community Development

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager
FROM: Debi Eversole, Housing Development Specialist
DATE: November 4, 2022
RE: Erie County Land Bank MOU – Property Transfer – 1228 Osborne Street – 58-01981.000

ITEM FOR CONSIDERATION: The purpose of this communication is to request the approval of legislation allowing the City Manager to enter into a Memorandum of Understanding (MOU) with the Erie County Land Reutilization Corporation. The intent of the MOU is to allow deed transfer of the property located at 1228 W. Osborne Street, Identified as Erie County Parcel Number 58-01981.000 (Property) from the Erie County Land Reutilization Corporation to the City of Sandusky's Land Reutilization Program. When acquired, this hazardous structure will be demolished utilizing available grant funding, creating a safer and more desirable neighborhood by removing a hazardous, blighted and dilapidated structure.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City has deemed the Property located at 1228 W. Osborne Street, identified at Erie County parcel #58-01981.000 structurally unsafe (attached). The Land Bank Committee recommended acquisition of this parcel during the course of the October 17, 2022 Land Bank meeting. The City Commission approved acquisition of the parcel on October 24, 2022, pursuant to Resolution 056-22R.

The County has received funding to further community nuisance abatement needs through Delinquent Tax and Assessment Collection. Therefore, the County will acquire the Property from its current owner. Once the County holds title to the Property, it shall immediately transfer the Property through Quit Claim Deed to the City of Sandusky under the terms of the MOU.

BUDGET IMPACT: There will be no impact on the budget.

ACTION REQUESTED: It is requested that City Commission authorize City Manager to enter into a Memorandum of Understanding with the Erie County Land Bank allowing the transfer of Property to the City of Sandusky's Land Reutilization Program. It is further requested that this legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to execute the MOU and allow for transfer of the property into the City's Land Reutilization Program to continue with efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Jonathan Holody, Director of Community Development

Eric Wobser, City Manager

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



September 7, 2022

Building Division
240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5940
www.ci.sandusky.oh.us

INSPECTION REPORT – DANGEROUS OR UNFIT STRUCTURES

Owner Information:

Kenneth Philon
1321 Prospect Street
Sandusky, Ohio 44870

Property Information:

1228 Osborne Street
Sandusky, OH 44870
Parcel #: 58-01981.000

The City of Sandusky Fire Department responded to a report of a roof collapse at 1228 Osborne Street on Thursday, September 1, 2022, Building Official George Poulos and Building Inspector Connor Roesch were called to inspect the structures condition. Barricades were placed around the perimeter, condemnation placard was placed on the corner door, I performed an exterior and interior inspection on Tuesday, September 6, 2022, and determined that the structure located at **1228 Osborne Street** is at least 81% damaged due to lack of maintenance for decades which resulted in approximately 20% of the roof collapsing. Therefore, pursuant to Sections 1333.01 & 1345 of the Codified Ordinances of the City of Sandusky and Section 715.26 of the Ohio Revised Code the structure is condemned.

1. The remaining building elements which are defined as the “physical parts of the buildings construction, which include individual materials, assemblies of materials, equipment, or assemblies of materials and equipment” for this document. Including but not limited to: foundation, exterior walls, weather-resistant exterior wall envelope, interior walls, stairs, roofing, electrical systems, plumbing systems, heating and cooling systems, ventilation systems, windows and doors are destroyed and/or beyond their useful life and/or in non-working order.
2. Post collapse condition of this structure indicates it is approximately 81% deteriorated from its original condition. It is my professional opinion that this structure’s repair costs would exceed the value of the neighboring structures of comparable size and age in the area.
3. This structure is not sanitary and free from danger or hazard to the health of persons for occupancy. Structure shall not be occupied at this time due to the severe hazard of additional collapse.

Estimated Percentage of Structure Deterioration				
PHASE	DESCRIPTION	NAHB % of Cost	% of Phase Deteriorated	% of Buildings Deterioration
Foundation	Excavation, Foundation, Concrete, Retaining walls, Backfill and Other associated costs.	13.40%	60%	8.04%
Exterior Frame	Building Structure/Frame, Trusses, Wall Assembly Structure, Floor Assembly Structure, Sheathing, Beams and Girders.	19.20%	85%	16.32%
Exterior Finishes	Exterior Wall Finishes, Windows, Doors (including garage door), Siding, Gutters, Downspouts, Roofing and Other.	15.70%	85%	13.35%
Mechanical Systems	Rough-In of: Plumbing (except fixtures), HVAC, Electrical, Lighting (except fixtures) and Hydronic.	16.30%	95%	15.49%
Interior Finishes	All Interior Insulation, Drywall, Painting, Trims, Doors, Staircases, Cabinetry, Floorcoverings, Light Fixtures, Plumbing Fixtures, Fireplaces, Appliances and Hardware.	27.00%	95%	25.65%
Exterior Amenities	Landscaping, Patios, Decks, Accessory Structures, Porches and Driveways.	8.40%	30%	2.52%
Total Percentage of Structures Deterioration:				81.36%

NAHB percentage of construction cost obtained from "NAHB Cost of Constructing a Home" January 2020 By Carmel Ford. Some costs have been combined, moved, or redistributed to reflect a more accurate comparison between New and Old Housing Stock.

The structure is found to be in violation of Section 1333 and Section 1345 Codified Ordinance of the City of Sandusky.

Chief Building Official:


Scott T. Thom

09/07/2022
Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ERIE COUNTY LAND REUTILIZATION CORPORATION FOR THE ACCEPTANCE AND ACQUISITION OF A CONDEMNED COMMERCIAL STRUCTURE IDENTIFIED AS PARCEL NO. 58-01981.000, LOCATED AT 1228 OSBORNE STREET, SANDUSKY, INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on September 7, 2022, the City's Chief Building Official condemned the commercial structure identified as Parcel No. 58-01981.000, located at 1228 W. Osborne Street, due to structural failure of the roof and second floor; and

WHEREAS, the City Commission previously authorized the acquisition of the property located at 1228 W. Osborne Street, Parcel No. 58-01981.000, under the City's Land Reutilization Program, by Resolution No. 056-22R, passed on October 24, 2022; and

WHEREAS, the Erie County Land Reutilization Corporation (ECLRC) has received funding to further community nuisance abatement needs through Delinquent Tax and Assessment Collection; and

WHEREAS, the City and ECLRC desire to enter into a Memorandum of Understanding (MOU) to create a safer and more desirable neighborhood by removing a blighted and dilapidated structure; and

WHEREAS, the proposed MOU provides for the purchase of 1228 W. Osborne Street by the ECLRC and the subsequent transfer of the property through Quit Claim Deed to the City's Land Reutilization Program for demolition utilizing available grant funding; and

WHEREAS, the Land Bank Committee met on October 17, 2022, and recommends the acquisition of this property into the City's Land Reutilization Program; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately execute the MOU and allow for the transfer of the property to the City to continue with efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of 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. The City Manager is authorized and directed to enter into a Memorandum of Understanding with the Erie County Land Reutilization Corporation for the acceptance and acquisition of a condemned commercial structure identified as Parcel No. 58-01981.000, located at 1228 W. Osborne Street, Sandusky, into the City's Land Reutilization Program, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 14, 2022

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on and entered into on this _____ day of _____, 2022, ("Effective Date") between the City of Sandusky, a municipal corporation of the State of Ohio, ("City") located at 240 Columbus Ave., Sandusky, Ohio 44870, and the Erie County Land Reutilization Corporation, an Ohio non-profit corporation, ("County") located at 2900 Columbus Ave., Sandusky, Ohio 44870.

WHEREAS the City has deemed the property at 1228 Osborne Street with the parcel number 58-01981.000, ("Property") structurally unsafe, and

WHEREAS the County has received funding to further community nuisance abatement needs through Delinquent Tax and Assessment Collection, and

WHEREAS the Parties' MOU will create a safer and more desirable neighborhood by removing a blighted and dilapidated structure.

THEREFORE, in consideration of the mutual covenants herein set out, the City and the County agree as follows:

I. County's Obligations

- a. The County shall enter into a contractual agreement with Kenneth D Philon ("Owner") for the purchase of the Property for an amount that is mutually agreeable.
- b. The County shall utilize a Title Agency to do all necessary title searches and deed preparation needed for closing the sale of the Property with the Owner.
- c. The County shall prepare a Quit Claim deed and exempt conveyance form for the purposes of transferring the Property from the County's possession to the City's possession.

II. City's Obligations

- a. The City shall pass all necessary resolutions to accept the Property.
- b. The City shall accept the transfer immediately after the County has taken possession of the Property.

III. Term

- a. This MOU shall become effective on the Effective Date and shall expire upon the successful transfer of the Property from the County to the City.

IV. Modifications

- a. This MOU may be amended by either party. All amendments must be in writing and signed by both parties.

V. Governing Law

- a. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees, and the County, its contractors, subcontractors and agents arising out of or relating to this MOU or its breach will be decided in a court of competent jurisdiction within the County of Erie, State of Ohio.

VI. Merger.

- a. The provisions of this MOU shall supersede all previous agreements and understandings between the Parties concerning the subject matter hereof.

VII. Severability

- a. If any of the provisions of this MOU are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

EXHIBIT "A"

SIGNATURE PAGE TO FOLLOW

Erie County Land Reutilization Corporation
MOU for 1228 Osborne Street

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed
in their respective names, all as of the date hereinbefore written.

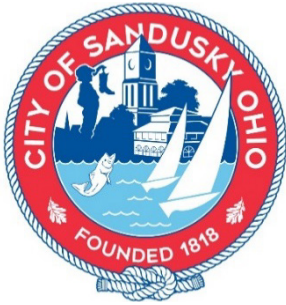
WITNESSES:

CITY OF SANDUSKY:

WITNESSES:

Erie County Land Reutilization Corporation

EXHIBIT "A"



COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: October 26, 2022

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that are no longer needed for any municipal purpose located at 612 Neil Street and further identified by the Auditor as Erie County Parcel No. 57-01699.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City entered into a Memorandum of Understanding (MOU) with the Erie County Land Reutilization Corporation to administer a demolition program in partnership with the City's Land Reutilization Program utilizing grant funding from the Ohio Housing Finance Agency (OHFA) for the Neighborhood Initiative Program (NIP) pursuant to Resolution No. 035-14R. The City Commission approved acquisition of 612 Neil Street on 3/14/16, pursuant to Resolution 014-16R and was transferred to the City via Sheriff Sale on April 13, 2018. The property was transferred to the ECLRC for demolition pursuant to Ordinance 18-140 and was transferred back to the City on May 10, 2022, in accordance with the executed MOU stating any property that remains unsold shall be transferred back to the City of Sandusky.

Firelands Habitat for Humanity has requested this vacant nonproductive land and the Land Bank Committee approved their purchase offer at their scheduled meeting on October 17, 2022.

Lot dimensions for the parcel is 49' x 132', which is a buildable lot. Firelands Habitat for Humanity will construct a three (3) bedroom, one (1) bathroom single-family residential structure on the parcel that will be owner occupied. The qualified family is a single parent family of four (4). The Grandmother to the three children lives next door, which makes this lot desirable to the family.

Firelands Habitat for Humanity has previously purchased nine (9) parcels of vacant nonproductive land from the Land Reutilization Program and have successfully built single-family, owner occupied structures on the lots located at 1722 Pierce Street, 1312 McKinley Street, 2242 Wilbert Street (built on two combined parcels), 1915 Clay Street, 506 Meigs Street, 823 Third Street, 1806 & 1808 Harrison Street (combined parcels).

The property will be sold for no less than \$7,400.00, which is not less than fair market value as determined by a Broker's Opinion obtained on October 12, 2022. Firelands Habitat for Humanity will pay seven thousand dollars (\$7,000.00) for the parcel and \$400.00 will be offset in order to maintain the grounds until construction begins in 2023. They intend to break ground for this project in April 2023 with an estimated completion date of October 2023.

The sale of the parcel to Firelands Habitat for Humanity will provide new residential in-fill housing that will protect and enhance surrounding property values. Not only will this vacant non-productive parcel be put back into tax producing status, but also the City will be relieved of the obligation to maintain the lot. Additionally, the new residential construction will provide increased revenue for the taxing districts.

BUDGET IMPACT: The expenses associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of the expenses from the sale. The taxing districts will begin collecting approximately one thousand seven hundred ninety dollars (\$1,790.00) per year in real estate taxes once the structure is built.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Firelands Habitat for Humanity to sell the property no longer needed for any municipal purpose located at 612 Neil Street, and further identified by the Auditor as Erie County Parcel No. 57-01699.000 for the purchase price of seven thousand dollars (\$7,000.00). It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing within (30) days as usual and customary in the sale of real estate.

Debi Eversole,
Housing Development Specialist

I concur with this recommendation:

Jonathan Holody,
Community Development Director

Eric L. Wobser,
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-01699.000, LOCATED AT 612 NEIL STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

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

WHEREAS, the City Commission authorized the acquisition of the property located at 612 Neil Street, Parcel No. 57-01699.000, by Resolution No. 014-16R passed on March 14, 2016, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes, and the property was transferred to the City via Sheriff Sale on April 13, 2018 ; and

WHEREAS, the City Commission authorized the transfer of 612 Neil Street to the Erie County Land Reutilization Corporation for the purpose of utilizing the NIP grant funding for demolition by Ordinance No. 18-140, passed on July 9, 2018, and the property was transferred back to the City on May 10, 2022, pursuant to the MOU as the property remained unsold after three (3) years; and

WHEREAS, Firelands Habitat for Humanity has requested to acquire this vacant nonproductive land for the purpose of constructing a three (3) bedroom, one (1) bathroom single-family residential structure that will be owner occupied; and

WHEREAS, the Land Bank Committee met on October 17, 2022, and approved the acquisition and sale of this property to Firelands Habitat for Humanity at the purchase price of \$7,400.00, which is no less than the fair market value as determined by a Broker's Opinion obtained on October 12, 2022, and Firelands Habitat for Humanity will pay \$7,000.00 to the City and the remaining \$400.00 will be offset in order to maintain the grounds until construction begins in 2023; and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title search, closing costs, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and any such costs will be recouped by the City upon sale; 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 promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 57-01699.000, located at 612 Neil Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry

out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 14, 2022

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2022, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio hereinafter referred to as the "Seller" and Firelands Habitat for Humanity, a Non-profit Corporation, 7602 Milan Road, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, one unimproved parcel of real property located at 612 Neil Street, Sandusky, Ohio, and identified as Erie County Parcel No. 57-01699.000, Sandusky, Ohio and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located at 612 Neil Street, Sandusky, Ohio, shall be seven thousand dollars four hundred dollars (\$7,400.00), which is not less than the fair market value determined by a Broker's Opinion obtained by the Seller. Firelands Habitat for Humanity will pay seven thousand dollars (\$7,000.00) for the parcel and four hundred dollars (\$400.00) will be offset in order to maintain the grounds until construction begins in 2023.
3. Seller shall furnish to Purchaser a quit claim deed conveying to Purchaser all of the Seller's interest in the Property. The Property shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
4. Purchaser shall construct one (1) single-family residential dwelling on the Property in accordance with the plans attached hereto and incorporated herein as Exhibit "B", which shall be owner occupied. Completion of construction shall occur within twelve (12) months from the date construction begins in April, 2023. If the Purchaser fails to complete construction within twelve (12) months from the date construction begins, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An

extension of twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchaser.

5. The closing date of this transaction shall be on or before December 16, 2022 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Fidelity National Title Insurance Company of Sandusky, Ohio, 402 Columbus Avenue, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

6. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

7. On the closing date, the escrow agent shall record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

8. The expenses of closing shall be paid in the following manner:

- a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchaser.
- b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Purchaser.
- c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
- d) The cost of transfer and recording of the deed shall be paid by Purchaser.
- e) Any tax imposed on the conveyance of title to the property to Purchaser shall be paid by Purchaser.
- f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchaser.

9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of this property.

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on December 16, 2022, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

14. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representative, and assigns.

SIGNATURE PAGES TO FOLLOW

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

PURCHASER:

FIRELANDS HABITAT FOR HUMANITY

Michael G. McCall
Executive Director

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Michael G. McCall, Executive Director of Firelands Habitat for Humanity and acknowledged his execution of the foregoing instrument as said Executive Director of said Firelands Habitat for Humanity on behalf of said Firelands Habitat for Humanity and by its authority and that the same is his voluntary act and deed as said Executive Director on behalf of said Firelands Habitat for Humanity and the voluntary act and deed of said Firelands Habitat for Humanity.

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

NOTARY PUBLIC

Approved as to Form:

Brendan Heil, #0091991
Law Director
City of Sandusky

EXHIBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio:

Being the center or middle fifth part of Lots Numbers Eighty-two (82) and Eighty-four (84) Perry Street. The said premises being about three rods front on Neil Street, and running back eight rods deep, in Southward Addition to the City of Sandusky.

Property Address: 612 Neil Street

Permanent Parcel No: 57-01699.000

EXHIBIT "A"

EXHBIT B

Building plans are not yet submitted but will include three (3) bedrooms and one (1) bathroom at 612 Neil Street. The design will be similar if not the same as a prior build on E. Farwell Street.

DRAFT



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Cody Browning, IT Manager

Date: November 1st, 2022

Subject: **Commission Agenda Item –Windows Server 2022 Datacenter with User CAL**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase licensing for Windows Server 2022 Datacenter and User CAL from Computers at Work, Inc. d.b.a. vTECHio of Naples, FL in the amount of \$30,884.08.

BACKGROUND INFORMATION: This is to upgrade and properly license all servers throughout the City of Sandusky. This is needed to comply with current standards, as well as further enhancing our data security.

Microsoft is the sole provider of Windows Server 2022 Datacenter with User CAL and Computers at Work, Inc. d.b.a. vTECHio is one of our current Microsoft providers.

BUDGETARY INFORMATION: The cost will be \$30,884.08 and will be paid by the IT's operating budget in the amount of \$15,442.04, by the Water Fund in the amount of \$7,721.02, and by the Sewer Fund in the amount of \$7,721.02.

ACTION REQUESTED: It is recommended that the proper legislation be prepared for purchasing licensing for Windows Server 2022 Datacenter and User CAL from Computers at Work, Inc. d.b.a. vTECHio. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order provide the upgrades and licensing as soon as possible to ensure licensing compliance.

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

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com

PROPOSAL

CAWQ24943-01

Quoted: Oct 25, 2022

Expires: Nov 24, 2022

Prepared For:**City of Sandusky**

Cody Browning

240 Columbus Ave.

Sandusky, OH 44870

United States

Phone (419) 627-5969**Email** cbrowning@ci.sandusky.oh.us**Ship To:****City of Sandusky**

Cody Browning

240 Columbus Ave.

Sandusky, OH 44870

United States

Presented By:**Jon Vandertill**jon.vandertill@vTECHio.com

(440) 715-3591

To accept this proposal, sign here and return:

Date: _____

Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.

Terms: Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	WINDOWS SERVER 2022 1 USER CAL VLIC COMMERCIAL	DG7GMGF0D5VX0007COM	\$43.96	100	\$4,396.00
2	WINDOWS SERVER 2022 DATACENTER VLIC 2 CORE COMMERCIAL	DG7GMGF0D65N0003COM	\$735.78	36	\$26,488.08

Recurring :

Your investment in addition to the Grand Total:

\$0.00 Billed Monthly

\$0.00 Billed Quarterly

\$0.00 Billed Annually

www.vTECHio.com**Totals :****Subtotal** \$30,884.08**Tax** \$0.00**Shipping** \$0.00**Grand Total** **\$30,884.08****Pricing, Taxes, and Additional Information**

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. ***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

CERTIFICATE OF FUNDS

In the Matter of: Licensing for Windows Server 2022

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 #110-7080-53001, 612-5900-53001, 613-5900-53001

By: 

Michelle Reeder

Finance Director

Dated: 11/9/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR WINDOWS SERVER 2022 DATACENTER AND USER CAL TO COMPUTERS AT WORK, INC. D.B.A. VTECHIO OF NAPLES, FLORIDA FOR UPGRADES AND LICENSING FOR ALL CITY SERVERS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City's servers are in need of upgrades and licensing in order to comply with current standards, as well as further enhancing data security; and

WHEREAS, Microsoft is the sole provider of Windows Server 2022 Datacenter and User CAL and Computers at Work, Inc. d.b.a. vTECHio is one of the City's current providers of Microsoft products; and

WHEREAS, the total cost for the upgrades and licensing is \$30,884.08 and will be paid with funds from the Information Technology's operating budget in the amount of \$15,442.04, Water Funds in the amount of \$7,721.02, and Sewer Funds in the amount of \$7,721.02; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to provide the upgrades and licensing as soon as possible to ensure licensing compliance; 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 Windows Server 2022 Datacenter and User CAL to Computers at Work, Inc. d.b.a. vTECHio of Naples, Florida, for upgrades and licensing for all City servers, at an amount **not to exceed** Thirty Thousand Eight Hundred Eighty Four and 08/100 Dollars (\$30,884.08).

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 14, 2022



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Cody Browning, IT Manager

Date: October 31st, 2022

Subject: **Commission Agenda Item – Police Server and Storage Replacement**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase two (2) PowerEdge Servers and Dell Storage Array from Computers at Work, Inc. d.b.a. vTECHio of Naples, FL, through the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program (Contract #534109-38) to supply, install and configure a replacement virtual environment solution in the amount of \$59,287.81.

BACKGROUND INFORMATION: In 2017 the City of Sandusky moved our critical infrastructure from a physical environment to a virtual environment. This was a huge step forward at the time allowing us to be more flexible and more recovery resilient. This virtual environment for the Sandusky Police is now in need of an upgrade. These servers are critical to Police daily functionality, and they need to be replaced with newer hardware. This project will install a highly available and redundant virtual environment consisting of server hardware and a compatible storage array that has enough capacity to grow with our ever-increasing data requirements.

BUDGETARY INFORMATION: The total cost of the servers and storage will be \$59,287.81 and will be paid with funds from the Police Department's operating budget.

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing the City Manager to purchase two (2) PowerEdge Servers and Dell Storage Array from Computers at Work, Inc. d.b.a. vTECHio of Naples, FL, through the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program to purchase the necessary equipment, install and configure a replacement virtual environment. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to place the order as soon as possible as there is a long lead time on the servers due to electronic shortages.

I concur with this recommendation:

Eric Wobser, City Manager

Cody Browning, IT Manager

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

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com

PROPOSAL

CAWQ24877-01

Quoted: Oct 14, 2022

Expires: Nov 13, 2022

Prepared For:**City of Sandusky**

Cody Browning

240 Columbus Ave.

Sandusky, OH 44870

United States

Phone (419) 627-5969**Email** cbrowning@ci.sandusky.oh.us**Ship To:****City of Sandusky**

Cody Browning

240 Columbus Ave.

Sandusky, OH 44870

United States

Presented By:**Jon Vandertill**jon.vandertill@vTECHio.com

(440) 715-3591

To accept this proposal, sign here and return:

Date: _____

Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.**Terms:** Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	PowerEdge R650 Server	210-AYJZ	\$11,050.68	2	\$22,101.36
	8x2.5 Front Storage	379-BEIC			
	SAS/SATA Backplane	379-BDSS			
	No Rear Storage	379-BDTE			
	Trusted Platform Module 2.0 V3	461-AAIG			
	2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 3 PCIe Slots, 2 CPU	321-BGHH			
	Intel Xeon Gold 5315Y 3.2G, 8C/16T, 11.2GT/s, 12M Cache, Turbo, HT (140W) DDR4-2933	338-CBWM			
	Intel Xeon Gold 5315Y 3.2G, 8C/16T, 11.2GT/s, 12M Cache, Turbo, HT (140W) DDR4-2933	338-CBWM			
	Additional Processor Selected	379-BDCO			
	Heatsink for 2 CPU configuration (CPU less than or equal to 165W)	412-AAVP			
	Performance Optimized	370-AAIP			
	3200MT/s RDIMMs	370-AEVR			
	No RAID	780-BCDI			
	PERC H355 Controller Front	405-ABCQ			
	Front PERC Mechanical Parts, front load	750-ACFR			
	Power Saving Dell Active Power Controller	750-AABF			
	UEFI BIOS Boot Mode with GPT Partition	800-BBDM			
	4 High Performance Fans for 2 CPU	750-ADIH			
	Dual, Hot-Plug, Power Supply, 1100W MM (100-220Vac) Titanium, Redundant (1+1), by Delta, NAF	450-AKLF			
	Riser Config 0, 2CPU, Half Length, Low Profile, 3 x16 Slots, SW GPU Capable	330-BBRP			
	PowerEdge R650 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BFGW			
	iDRAC9, Enterprise 15G	385-BBQV			
	Intel X710-T4L Quad Port 10GbE BASE-T, OCP NIC 3.0	540-BCRU			
	LCD Bezel	325-BECJ			
	Luggage Tray x8 and x10 Chassis, R650	350-BCEI			
	BOSS-S2 controller card + with 2 M.2 240GB (RAID 1)	403-BCMG			

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	BOSS Cables and Bracket for R650	403-BCNP			
	Quick Sync 2 (At-the-box mgmt)	350-BBXN			
	iDRAC,Factory Generated Password	379-BCSF			
	iDRAC Group Manager, Disabled	379-BCQY			
	VMware ESXi 7.0 U3 Embedded Image (License Not Included)	634-BWZG			
	No Media Required	605-BBFN			
	Cable Management Arm	770-BDMT			
	ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar	770-BECD			
	No Systems Documentation, No OpenManage DVD Kit	631-AACK			
	PowerEdge R650 Shipping	340-CUQR			
	R650 Ship 8x2.5	340-CUQO			
	R650 Dell/EMC label (BIS) for 2.5" Chassis	343-BBQY			
	PowerEdge R650 CE, CCC, Marking	389-DYIB			
	Custom Configuration	817-BBBB			
	Dell Hardware Limited Warranty Plus Onsite Service	853-2137			
	ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	853-2147			
	ProSupport 7x24 Technical Support and Assistance 3 Years	853-2167			
	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439			
	32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	370-AGDS		4	
	480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD,	400-AZUT			
	Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV		2	
	Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Low Profile	540-BBDF			
	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile	540-BBVK			
2	Dell ME5024 Storage Array	210-BBOO	\$37,186.45	1	\$37,186.45
	25Gb iSCSI 8 Port Dual Controller	403-BCPG			
	Rack Rails 2U	770-BECP			
	ME Series 2U Bezel	325-BDDO			
	Power Supply, 580W, Redundant, WW	450-ALXL			
	Dell ME5024 Shipping	340-DCGF			
	Dell PowerVault ME Series 2U-24, CE Marking	389-EERY			
	Dell Hardware Limited Warranty	871-8034			
	ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	871-8048			
	ProSupport 7x24 Technical Support and Assistance 3 Years	871-8049			
	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439			
	Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 2 Meter	470-ACET		4	
	Hard Drive Filler 2.5in, single blank	400-AEPR		12	
	1.92TB SSD SAS ISE Read Intensive 12Gbps 512 2.5in Hot-plug AG Drive	400-AXPB		12	
	Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV		2	

Line #	Description	Product #	Unit Price	Qty	Ext. Price
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3 Installation by Dell Certified Engineer

vTECH io Professional
Services

1

Computers at Work, Inc. DBA vTech is an authorized Contract Reseller for the Ohio State Term Schedule for Computers, Software, Supplies & Services, Schedule No. 534109, Index No. STS-033, Dealer ID 534109-38 Vendor: Dell Marketing, L.P. The Contract code for Ohio STS transactions is 30AHH

Recurring :

Your investment in addition to the Grand Total:

\$0.00 Billed Monthly
\$0.00 Billed Quarterly
\$0.00 Billed Annually



www.vTECHio.com

Totals :

Subtotal	\$59,287.81
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$59,287.81

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

CERTIFICATE OF FUNDS

In the Matter of: vTECHio Police Server & Storage Replacement

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 #110-1010-54090

By: _____



Michelle Reeder

Finance Director

Dated: 11/9/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE TWO (2) POWEREDGE SERVERS AND DELL STORAGE ARRAY FROM COMPUTERS AT WORK, INC. OF NAPLES, FLORIDA D.B.A. VTECHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2017, the City moved its critical infrastructure from a physical environment to a virtual environment which runs all of the City's services on minimal hardware due to the virtualization technology and the flexibility it provides; and

WHEREAS, the Police Department's virtual environment is in need of an upgrade and the servers which are critical to the daily functionality of the department need to be replaced with newer hardware; and

WHEREAS, this purchase of servers and storage will provide for a highly available and redundant virtual environment consisting of server hardware and a compatible storage array with the capacity to grow with the ever-increasing data requirements; and

WHEREAS, the products and services for the virtual environment system from Computers at Work, Inc. of Naples, Florida, d.b.a. vTECHio, are available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost of the two (2) PowerEdge Servers and Dell Storage Array replacement is \$59,287.81 and will be paid with funds from the Police Department's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to expedite the order to allow for long lead times on the servers due to electronic shortages; and

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

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

Section 1. The City Manager is authorized and directed to purchase two (2) PowerEdge Servers and Dell Storage Array from Computers at Work, Inc. of Naples, Florida, d.b.a. vTECHio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #534109-38, for the Police Department at an amount **not to exceed** Fifty-Nine Thousand Two Hundred Eighty-Seven and 81/100 Dollars (\$59,287.81).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 14, 2022



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Cody Browning, IT Manager

Date: November 4th, 2022

Subject: Commission Agenda Item – Status Solutions SARA Support

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase licensing and support services for SARA (Situational Awareness and Response Assistant) from Status Solutions, LLC. of Westerville, OH.

BACKGROUND INFORMATION: We rely on SARA for our mass emergency notification alerts via voice calls, text messages, and email.

The licensing and support provide us with technical support and software upgrades and updates for the SARA system.

BUDGETARY INFORMATION: The cost for this licensing and support agreement for a 12-month period will be \$12,000 and will be paid with funds from the IT Department operating budget in the amount of \$6,000 by the Water Fund in the amount of \$3,000 and by the Sewer Fund in the amount of \$3,000.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to enter into an agreement with Status Solutions LLC. to purchase one year of licensing and support. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to immediately execute the agreement and make payment in a timely manner to ensure there is no break in coverage.

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



INVOICE

Invoice #: INV20274
Invoice Date: 09/29/2022
Due Date: 09/29/2022
Carrier:

Status Solutions

999 County Line Road W, Suite A
Westerville, OH 43082

Bill To:

City of Sandusky
240 Columbus Avenue
Sandusky, Ohio 44870
United States

Ship To:

City of Sandusky Courthouse
222 Meigs Street
Sandusky, Ohio 44870
United States

Reference #: Innovation Program - 1021-1080 Terms: Net Due

Tracking Number:

Item	Description	Serial Numbers	Unit	Quantity	Unit Price	Amount
SSINNOVATE	Unlimited software license for desktop/ video paging, mobile dashboards, and digital signage		Each	12	\$1,000.00	\$12,000.00
SUBTOTAL						\$12,000.00
Discounts						\$0.00
Sales Tax						\$0.00
TOTAL						\$12,000.00

12 month Innovation Program - Contract# 1021-1080

Renewal Dates:

11/18/2022-11/17/2023

CERTIFICATE OF FUNDS

In the Matter of: SARA Support for Emergency Alerts

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 #110-7080-53001, 612-5900-53001, 613-5900-53001

By: _____



Michelle Reeder

Finance Director

Dated: 11/9/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN INNOVATION PROGRAM AGREEMENT WITH STATUS SOLUTIONS, LLC OF WESTERVILLE, OHIO, FOR ANNUAL SUPPORT, MAINTENANCE AND UNLIMITED SOFTWARE LICENSES FOR THE CITY’S SITUATIONAL AWARENESS AND RESPONSE ASSISTANT (SARA) ALARM SYSTEM FOR A TWELVE (12) MONTH PERIOD BEGINNING ON NOVEMBER 18, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City currently utilizes a Situational Awareness and Response Assistant (SARA) system for mass emergency notification alerts via voice calls, text messages, and email; and

WHEREAS, the proposed agreement details the unlimited software, upgrades, support and maintenance services for the next twelve (12) month period which beginning November 18, 2022, and automatically renew unless noticed is provided by either party to not renew; and

WHEREAS, the cost for the annual software support fee for the period November 18, 2022, through November 17, 2023, is \$12,000.00 of which \$6,000.00 will be paid with funds from the Information Technology’s operating budget, \$3,000.00 will be paid with Water Funds, and \$3,000.00 will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and make payment to Status Solutions, LLC in a timely manner to ensure there is no break in coverage; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager to enter into an Innovation Program Agreement with Status Solutions of Westerville, Ohio, for annual support, maintenance and unlimited software licenses for the City’s Situational Awareness And Response Assistant (SARA) Alarm System for a twelve (12) month period beginning on November 18, 2022,

substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Twelve Thousand and 00/100 Dollars (\$12,000.00).

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: November 14, 2022

Innovation Program Agreement

Customer Name: City of Sandusky
Prepared For: Cody Browning
Billing Contact: Cody Browning
Billing Address: 240 Columbus Ave
Billing City, State, Zip: Sandusky, OH 44870
Date: October 27, 2022

Installation Location: City of Sandusky
Address: 240 Columbus Ave
City, State, Zip: Sandusky, OH 44870
Contact: Cody Browning
Contact Telephone: (419) 627-5969
Contact Email: cbrowning@cityofsandusky.com

Status Solutions Contact: Teresa Chatel
Contact Email: tchatel@statussolutions.com
Contact Telephone: (209) 200-9083

I. Project Overview

This contract will include City of Sandusky for a period of 12 months. Status Solutions to provide unlimited software licenses on the following solutions included under this Innovation Agreement.

The **Innovation Program** is an opportunity to partner with Status Solutions long term and continue to receive the benefits associated with innovation as situational awareness solutions evolve over time. Through the Innovation Program City of Sandusky receives unlimited access to the entire Status Solutions software platform that currently exists, as well as all future software enhancements added through the life of the contract. Below are the capabilities currently available.

Ongoing access to unlimited licensing of solutions that:

- engage residents and employees
- create efficiencies
- improve workflow processes
- increase overall resident and employee satisfaction
- promote employee retention
- identify opportunities to improve wellness
- create differentiation for your business





SARA (Situational Awareness and Response Assistant) is an automated alerting platform that integrates disparate alarm and communication systems for centralized monitoring, alerting and reporting. Ensuring that critical data is collected, processed, analyzed and delivered to the right people so they can address an unfolding situation appropriately. Inefficient, stand-alone alarms are converted into real-time, detailed notifications delivered to individuals, select groups/response teams or larger populations via the designated communication end points.

Because of our expertise in computer-telephony integration (CTI), we can make your existing networks, devices and other software systems work together, to enhance life safety, security, environmental monitoring and mass notification. This interoperability means that legacy technology investments don't have to be ripped out and replaced. In fact, their utility usually is expanded through integration with **SARA**.

SMART Plan: Annual Support, Maintenance, and Rapid Response Team plan

- 24/7 Remote SARA System Monitoring and "Notice to End User of all "Notification Events"
- SARA Software Maintenance: New Releases, Upgrades and Enhancements
- Emergency Remote Support
- Help Desk Access for End User Support
- Remote Access Training with a "SARA Advisor"
- Daily Programming and Weekly Event History Backup

SARA Mass Notification – A mass notification application for effective alerting for various notifications to great numbers of people and alert devices.

- **Quick Messages** – A mass notification capability that enables the creation of emergency alerts or specials announcements that can be scheduled for a future date/time OR sent out immediately to any user device registered in SARA.
- **Clouded Mass Notification Dashboard** is a web-based, mobile-friendly dashboard that allows users to easily send mass notification alerts from anywhere, regardless of the status of your local SARA server.

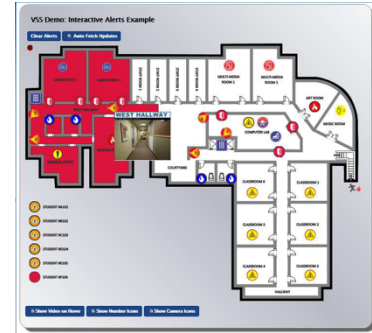


SARA's eMessenger an advanced alerting capability that extends mass notification to desktops and mobile devices, enabling emergency as well as non-emergency information to be delivered as a browser-based pop-up alert to PCs and smartphones. These pop-up alerts may contain text, audio, video footage or maps and always show up in a window regardless of application use.

Security Awareness Management (SAM) is an interactive management tool for current security systems and cameras. SAM will tie into your existing security systems for easy access, management and viewing. SAM is designed to work with what you already have in place making it easy to enhance and improve safety.

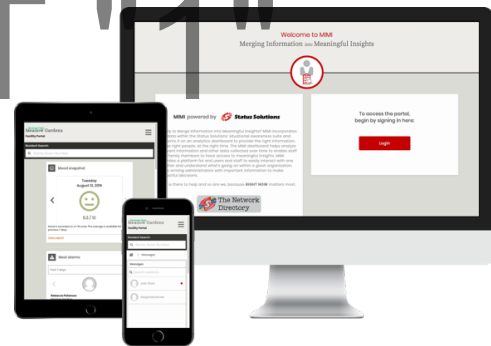
SAM provides:

- Interactive mapping for door locks, intrusion detection, cameras, access control, and other security and environmental sensors that will display areas in alarm and provide click to “live” camera views
- Proactive alerts that include alert data, as well as, display user defined items such as response protocols, site maps, evacuation plans, etc.
- Management tools that log user access to systems and allow post-event evaluation of adherence to response protocols



Video Paging allows you to deliver live video from IP-connected cameras to a dashboard view on desktop and mobile devices for eyes on unfolding events to decrease response time and improve staff effectiveness.

As an extension of our SARA platform we also have **MIMI** (Merging Information into Meaningful Insights). **MIMI** incorporates the most relevant data with our solution suite and presents it on an analytics dashboard. **MIMI** provides the right information to the right people at the right time. As the family portal extension MIMI provides residents family members with a connection to the engagement level the resident has with the community and creates information flow to better understand the day in and day out of your loved ones.



CATIE (Communication and Access to Information Everywhere) - Our strategy is to provide a platform for communication capable of meeting the needs of all residents no matter their technology skill set. The interaction is straightforward with precautions taken to ensure all residents are able to access the needed information. We have residents ranging from their late 50s up to the triple digits all capable of accessing the community's information through our purpose-built portals.

CATIE is an always on, always available self-service communication tool capable of eliminating all of the manual processes you currently have on site. With CATIE residents can:

- Communicate with staff and other residents and family members
- “Check-in” creating an automated daily safety check
- Receive photos and save to their personal photo gallery
- View menus and place meal orders
- View calendars and sign up for events and trips
- Request maintenance, transportation and other services
- See current and future weather information
- Receive timely emergency alerts for weather and security matters
- Listen to CATIE Radio
- And so much more...

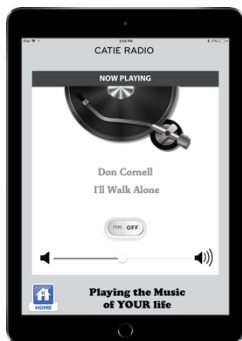
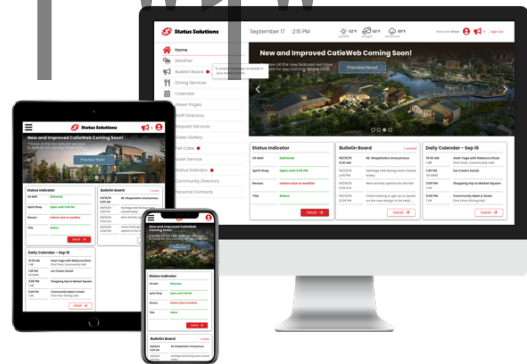


CATIE TV is an electronic bulletin board/digital signage platform that enables content to be pushed to a senior living community's televisions and/or computer monitors.

CATIE TV includes a carousel to display rotating slides with information and graphics, weather information and status indicators.

EXHIBIT "1"

CATIE Web can be accessed from a resident's personal computer, smartphone or tablet to view all of the information available on their CATIE in room portal when not at home.



CATIE Radio is a complete radio station dedicated to seniors over the age of 70, composed of music that has been tested and researched with seniors. Not only does this radio station provide residents with the music that takes them back to memories and moments in time, it also provides companionship through pre-recorded messages voiced by a host who gives **CATIE Radio** both personality and an authentic radio station feel. **CATIE Radio** can even include messages directly from staff at your senior living facility, whether they be about the day's activities, health facts, or important updates, to keep residents engaged and in the loop.

Before the software is implemented, additional technical discovery will need to be done to execute the proper requested solutions meet the needs desired.

II. Features

- Unlimited users for emergency mass notification alerts via voice calls, text alerts, and email alerts for one (1) year
- Unlimited software licenses for pop-up alerts with video paging to networked desktops/laptops, with unlimited camera licenses included for one (1) year
- Unlimited software licenses for SARA's eMessenger Mobile dashboard solution for iPhones included for one (1) year
- Unlimited licenses for CATIE browser-based solution for one (1) year
- Digital signage software via CCTV or computer monitor for one (1) year (Hardware, Managed Services and Setup fee is \$350 per unique display)
- Unlimited user licenses for wide area mobile duress application for one (1) year (\$300 set up fee per device still applies)

*Only software licenses are included in this Agreement. All hardware and network connectivity must be contracted separately. Implementation fees will be quoted by Status Solutions or a Status Solutions Valued Business Partner (VBP) if applicable.

III. Hardware/Network Requirements

The customer is required to provide all hardware necessary to operate the solutions they opt to utilize within this agreement. As Status Solutions does not provide and cannot control the network infrastructure (Wi-Fi, cellular, Internet service, etc.) required for these solutions, Status cannot guarantee service level or performance related to that infrastructure. The individual infrastructure providers are responsible for their performance. However, Status Solutions does maintain documented best practices shown below that, when followed, yields maximum performance.

General Network Requirements

Unacceptable delays or connection instabilities arising during the site surveys or after deployment are usually first addressed by ensuring that the following practices are in effect. Networks that implement or comply with the following practices and levels of service have been shown to increase the performance and reliability of the solutions. We **strongly** recommend that they be implemented.

If the recommended network and/or core infrastructure requirements detailed below are not met and CATIE or SARA's eMessenger functionality is affected, Status Solutions cannot be held responsible for poor performance, feature dysfunction, or other unmet deliverables. Status Solutions will likewise not be responsible for additional costs associated with improving CATIE/SARA's eMessenger performance or network upgrades.

Network	Best Practice	Notes
Cellular	4G/LTE in all applicable areas.	3G has proven unreliable for VoIP
WiFi	802.11n or 802.11ac	Includes support for 802.11r, 802.11v, 802.11k when available.
WiFi/LAN	Segregated/Dedicated VLAN for CATIE, SeM and Mobile Devices	Business-class (not residential class) network switches that are VLAN capable
WiFi/LAN	Quality of Service (QoS) capable.	Network traffic prioritization for voice/video-based communication. Strongly advised if no segregation or VLAN is available.
Cellular/Wifi	Solid RF Coverage	Covers the entirety of the desired coverage zone with more than minimal signal strength. Area should include but not be limited to rooms, common areas, stairwells, hallways/corridors, outdoor areas, etc.
Internet (WAN)	Internet bandwidth and latency metrics sufficient for the number of expected simultaneous VoIP conversations, video transfers, alerting, mobile device management, and remote support access	

Please note that any changes to the infrastructure that can potentially affect network performance should involve pre-planning with Status Solutions and staff to ensure services continue with minimal disruption.

It is recommended that the customer notify Status Solutions of any upcoming changes to the network in advance in order to help ensure maximum service with minimal downtime.

Device Hardware

Technology moves fast, so to ensure our customers have the best possible outcomes Status Solutions maintains an up to date hardware requirements document on both its Partner (<http://www.statussolutions.com/portal/partner>) and Customer (<http://www.statussolutions.com/portal/customer>) Portals. Hardware compliant with the specifications listed there, as of the exercise date¹ of the chosen solution, is required in order to exercise the offerings within this contract. If you have any questions, please contact your Status Solutions representative.

***Customer will be responsible for providing cellular connectivity to all devices with inadequate Wi-Fi connection.**

¹ The "exercise date" is either the date upon which the customer notifies Status that it will be exercising a solution from this contract or the date of the hardware purchase made for that effort – whichever is later.

IV. Installation Guidelines

- SARA Server sold separately
 - V3 SARA Server and above required.
- Mobile Dashboards
 - Software Installation
 - Server software installation – allow a half (1/2) day for VBP professional services
 - Device software installation – allow one (1) day for VBP professional services for every 12 devices
 - SIP Feature Installation
 - Allow a half (1/2) day for VBP professional services
- Desktop Alerts with Video Paging
 - The appropriate Status Solutions Engineer will assist with scope and design of video paging capability in conjunction with our video partner.
 - For existing networks, we advise obtaining an architectural diagram of the network, including information on current bandwidth.
 - For scope and design, the following information will be required:
 - Make/model of existing cameras,
 - IP or analog identification
 - Resolution and frame setting requirements
 - Wired or wireless definition
 - Number of current cameras both inside and outside
 - Status Solutions and our video partner will make every effort to work with existing cameras, but camera modifications/enhancements may be required for some applications. Professional services may apply.
 - Please note that professional services will be required for remote-site configuration, server configuration, and camera/client configuration, all priced on a per-site basis.
 - Professional services also are available for standard and advanced map graphics.
- Digital Signage via TV
 - A site survey will need to be completed to ensure the proper Coax configuration and equipment (Modulator/Demodulator) and internal channel options have been installed
 - Installation should take approximately two (2) to four (4) days based on the Coax provider and internal channel options available
- CATIE Web browser-based solution
 - Google Chrome browser should be installed on any desktop used to access CATIE Web
 - Provide staff, resident, dining, events data for initial input into the solution
- Wide Area Mobile Duress
 - Certain network requirements will need to be met in order for full solution functionality to be achieved
 - Provide staff coordination contact
- Emergency Mass Notification
 - Certain network requirements will need to be met in order for full solution functionality to be achieved
 - Provide staff coordination contact

V. Pricing

(1)	SSINNOVATE	Innovation Agreement	\$	12,000.00
Estimated Tax:			\$	TBD*
TOTAL PROJECT COST:			\$	12,000.00

*Please provide tax exempt certificate if tax exempt.

VI. Terms

Term Length: Initial term of 12 months.

Subscription Period: Subscription period to begin November 18th, 2022.

Payment Terms: One hundred percent (**100%**) is due at contract signing.

Renewal Terms: At the end of the 12-month term, contract will automatically renew, and annual fees will become due and payable by customer (price TBD and future innovations may be included). If either party does not wish to renew the annual contract, a 60-day notice is required.

- **Credit Card Payments:** If the Customer pays by credit card, the Customer will be assessed a fee of 3% on each payment made via credit card.
- **Late Payment Charges:** Late payments will be assessed a penalty of 1.5% monthly on the unpaid balance. If payments are late, the Customer will receive an adjusted invoice indicating the additional late payment charges.
- For HUD Projects: **If the project is financed by HUD, the frequency and timeliness of HUD's payments will not interfere with timely payments to Status Solutions. HUD's audits and payments will not be a consideration in payments to Status Solutions.**
- **Note:** Status Solutions and City of Sandusky agree to establish the privilege of mutual reference, meaning the mention and use of each other's company name for marketing and PR purposes is acceptable by both parties. Status Solutions will ensure City of Sandusky is aware and approves activities in advance of release. Both parties agree to keep information related to intellectual property confidential.
- **THIS PROPOSAL IS VALID FOR 30 DAYS. AFTER 30 DAYS, THE PRICES AND TERMS OF THE PROPOSAL WILL REQUIRE RE-QUOTING.**

VII. Addendum A – Warranty & Liability

Signature below indicates acknowledgement and acceptance of Addendum A, as well as the terms and conditions outlined in the sales agreement

Status Solutions, LLC**City of Sandusky**

Authorized Signature Date

Authorized Signature Date

*Thank you for the opportunity to work with you
in implementing innovative situational awareness technology.*

EXHIBIT "1"

Addendum A

LIMITED WARRANTY

LIMITED WARRANTY. This Limited Warranty covers all: (a) products, hardware, and equipment (collectively, "Products") sold or leased by Status Solutions, LLC ("Status Solutions"); (b) software licensed by Status Solutions ("Software"); and (c) all services provided by Status Solutions or its authorized agents ("Services"), to end-users ("End-Users", "you", or "your") pursuant to an agreement between Status Solutions and End-Users ("Status Agreement"). All capitalized terms used, but not specifically defined, herein shall have the meaning set out in the Status Agreement.

Status Solutions warrants that: (a) under normal operating conditions; and (b) either for (i) a period of one (1) year from the date of manufacture as stamped on the Product (or if not stamped on the Product, then from the date of installation) or (ii) the duration of any lease agreement (collectively, the "Warranty Period"); (x) the Product's computer hardware and associated hardware devices and equipment (except for fuses, lamps and other consumables) will be free from defects in material and workmanship and (y) the Software will perform substantially in accordance with the relevant specifications as published by Status Solutions as of the execution date of the relevant Status Agreement. Status Solutions further warrants that it shall perform Services in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. Unless otherwise provided in the applicable Status Agreement, this Limited Warranty does not cover installation, removal, or reinstallation costs. Status Solutions does not warrant that the Product is compatible with any devices, systems or applications, or any other hardware, software or other equipment.

WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED EXPRESS WARRANTIES DESCRIBED IN THIS LIMITED WARRANTY, NEITHER STATUS SOLUTIONS NOR ANY PERSON ON STATUS SOLUTION'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Third-party products, including, but not limited to, Inovonics EchoStream products, and software (collectively, "Third Party Products") may be contained in, incorporated into, attached to, or packaged together with the Products and/or Software, as applicable. THIRD-PARTY PRODUCTS, WHETHER SUPPLIED BY STATUS SOLUTIONS OR YOU, ARE NOT COVERED BY THIS LIMITED WARRANTY. FOR THE AVOIDANCE OF DOUBT, STATUS SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. STATUS SOLUTIONS MAY CHARGE CERTAIN FEES IN CONNECTION WITH YOUR USE OF THIRD-PARTY PRODUCTS IN CONJUNCTION WITH PRODUCTS, SOFTWARE, OR SERVICES.

STATUS SOLUTIONS' SOLE OBLIGATION. Status Solutions' sole obligation and liability to end-users under this Limited Warranty or any other warranty is to repair or replace, at its option, the Product with refurbished or new equipment or parts, at its option, free of charge, provided that: (a) the Product is deemed defective by Status Solutions upon return of the Product to Status Solutions, freight or postage prepaid by end-user; and (b) the end-user's warranty claim is made within the Warranty Period. In the event that Status Solutions is unable, using reasonable efforts, to cure or correct a defect, Status Solutions' sole obligation shall be to refund an equitable portion of the price Status Solutions was paid for the Product. Any repairs or replacements made by Status Solutions, or its authorized repair agent are warranted, for a period of sixty (60) days or for the balance of the Warranty Period, whichever is greater.

LIMITED WARRANTY EXCEPTIONS. The above warranties do not apply if, in the sole judgment of Status Solutions, the Product, or any part(s) or component(s) thereof, whether by itself or in combination or assembly with hardware or software by Status Solutions, or any part(s) or component(s) thereof, have been improperly handled, misused, abused, altered, tampered with, accidentally damaged, or damaged or malfunction or fail to function due to neglect, negligence, contamination (by liquid or otherwise) or as a result of any other causes beyond Status Solutions' reasonable control, including extraordinary wear and tear and acts of God such as fire, flood, water, lightning or other incidence of excessive or insufficient (or lack of) voltage or failure to follow instructions. Repair, wiring or rewiring or alteration of the Product, or misuse of the Product's features or re-engineering of the Product, other than as specifically authorized by Status Solutions or its authorized repair agent in writing, is prohibited and will void this warranty. STATUS SOLUTIONS DOES NOT WARRANT THAT THE SAFETY AND ALERTING/SIGNALING FEATURES/FUNCTIONS OF A PRODUCT ARE INVULNERABLE OR IMMUNE FROM OPERATOR ERROR OR FROM BEING DISABLED, MISUSED, BYPASSED OR OTHERWISE DEFEATED OR THAT SUCH FEATURES/FUNCTIONS WILL PREVENT UNAUTHORIZED/FRAUDULENT USE.

LIMITATION OF LIABILITY. WITHOUT EXPANDING UPON THE FOREGOING WARRANTIES OR STATUS SOLUTIONS' CONTRACTUAL OBLIGATIONS SET OUT IN THE STATUS AGREEMENTS, THE MAXIMUM LIABILITY OF STATUS SOLUTIONS FOR ANY BREACH OF THE STATUS AGREEMENTS OR UNDER ANY WARRANTY, STATUTORY, EXPRESS OR IMPLIED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, IS LIMITED TO THE TOTAL AMOUNTS PAID TO STATUS SOLUTIONS FOR THE PRODUCTS (WHETHER LEASED OR PURCHASED), SOFTWARE, OR SERVICES. IN NO EVENT IS STATUS SOLUTIONS OR ITS REPRESENTATIVES LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THE STATUS AGREEMENTS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE END USER'S EXCLUSIVE WARRANTY AND REMEDY, AND THAT OF THE PERSONS BEING MONITORED BY THE END USER IN CONJUNCTION WITH THE SARA SYSTEM, OR ANY PARTY CLAIMING BY OR THROUGH SUCH PERSONS OR THE END USER, SHALL BE ONLY AS STATED HEREIN. AS USED IN THIS "LIMITATION OF LIABILITY" SECTION, "STATUS SOLUTIONS" SHALL INCLUDE ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND ANY PERSONAL REPRESENTATIVE(S) THEREFORE.



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Cody Browning, IT Manager

Date: October 26th, 2022

Subject: **Commission Agenda Item – Mills Creek Golf Course Video Surveillance**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase product and services from Johnson Control, Inc. of Cleveland, OH, to install video surveillance in and around Mills Creek Golf Course.

BACKGROUND INFORMATION: Mills Creek Golf Course is in need of video surveillance. The city has a security standard that all new implementations follow, bringing online insight into all video and door activity that is 24/7/365. Having this level of insight not only gives simple and easy access to any event, but also doubles as an additional set of eyes for our Police Department during any incident.

This project will install high-definition cameras on the interior, and exterior of the club house, as well as the cart garage giving a 360-degree surveillance view. These cameras will feed into our centralized city control center, allowing for active alerting and live viewing of activity as it happens.

The video surveillance will be purchased and installed through the Sourcewell Cooperative Purchasing Program, Contract 070121-JHN, from Johnson Control, Inc. of Cleveland, Ohio, who was selected through a formal competitive bidding process. The City's Sourcewell member ID is 68351.

BUDGETARY INFORMATION: The total cost of this project will be \$20,125.00 will be paid from the Capital Fund.

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 video surveillance in and around Mills Creek Golf Course. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to complete the project in a timely manner and order product that carries a long lead time due to electronic shortages.

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: 26 October 2023

Customer: City of Sandusky
240 Columbus Ave
Sandusky OH 44870

Project Description: Golf Course Video Surveillance

General Scope of Work

Johnson Controls will provide installation, technical labor, and below materials to expand the city video surveillance system to the Mills Golf Course. See Exhibit A for camera locations and estimated fields of view.

Network gear, IP addresses, and connectivity to city server by city.



INGENUITY WELCOME.COM

MATERIALS AND LABOR

#	Qty	Description
1	1	AXIS M3058-PLVE 12MP CAMERA
2	1	AXIS M3067-P 6MP CAMERA
3	1	AXIS P3268-LVE 4K CAMERA
4	2	AXIS P3227-PLE CAMERA WITH (40 2MP IMAGERS, CORNER BRACKET, MOUNTING ARM, AND PENDANT
5	4	AXIS TU8001 SURGE PROTECTOR
6	5	SENSTAR SYMPHONY STANDARD CAMERA LICENSE
7	5	SENSTAR SYMPHONY STANDARD CAMERA LICENSE SUPPORT- 1 YEAR
8	1	SIKLU MPL-400-CCC RADIO SYSTEM WITH ANTENNA MOUNTS
9	1	AXIS POWER SUPPLY
10	LOT	CABLE, CONNECTORS, BACK BOXES, ETC AS REQUIRED FOR PROFESSIONAL INSTALLATION

Project Pricing

Cost including parts, installation, and technical labor per Sourcewell contract 070121-JHN:

Total: \$20,125.00

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 FOR 30 DAYS
FROM PROPOSAL DATE.**

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. 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) 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.

(13) 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.

(14) 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.

(15) 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.

(16) 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.

(17) 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.

(18) PRIVACY:

(19) 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.

(19) 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

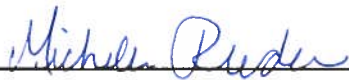
CERTIFICATE OF FUNDS

In the Matter of: Golf Course Video Security

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

Account #431-6504-53000

By: _____



Michelle Reeder

Finance Director

Dated: 10/26/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE AT THE MILLS CREEK GOLF COURSE TO 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 Mills Creek Golf Course is in need of video surveillance and City security standards require all new implementation have online insight into all video and door activity that is 24/7/365; and

WHEREAS, the installation of this new security controls and video surveillance equipment involves the placement of high-definition cameras on the interior and exterior of the Clubhouse, as well as the cart garage, giving a 360-degree surveillance and 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 video surveillance equipment is \$20,125.00 and will be paid with Capital Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to expedite the order to allow for product lead times due to electronic shortages and to provide the video surveillance at the Mills Creek Golf Course 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 video surveillance at the Mills Creek Golf Course to Johnson Control, Inc. of Cleveland, Ohio, through the Sourcewell Cooperative Purchasing Program, contract 070121-JHN, at an amount **not to exceed** Twenty Thousand One Hundred Twenty-Five and 00/100 Dollars (\$20,125.00).

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.

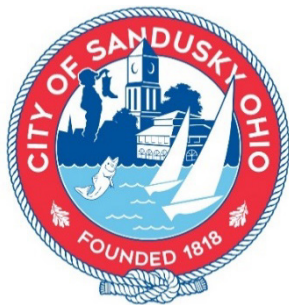
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: November 14, 2022



Building Division

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5940

www.CityofSandusky.com

To: Eric L. Wobser, City Manager

From: Scott Thom, Chief Building Official

Date: October 27, 2022

Subject: Commission Agenda Item - Consulting Contract for CY 2023 with George J. Poulos for Primary Master Plans Examiner and Back-up Building Official

Items for Consideration: A consulting contract with Mr. George J. Poulos to carry out the activities of Back-up Building Official and Primary Master Plans Examiner for the City of Sandusky. Mr. Poulos has performed these activities for the City for many years as the City's Chief Building Official and is currently certified to do so.

Background Information: This contract will continue to allow the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Divisions/Departments requirements. Under state regulations, a certified building department may contract out the activities of Alternate Building Official and Alternate Master Plans Examiner to state certified professionals.

Budgetary Information: Mr. Poulos will be paid at the rate of \$2,500 per month for work performed for a total of \$30,000.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

Action Requested: It is requested that the proper legislation be prepared to enter into a contract with Mr. Poulos and that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to have the agreement fully executed prior to the commencing date of January 1, 2023, and to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

Scott Thom, Chief Building Official

I concur with this recommendation:

Eric L. Wobser, City Manager

John Orzech, Assistant City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Poulos Contract

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

Account #110-4090-53000

By: 

Michelle Reeder

Finance Director

Dated: 11/9/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONSULTING CONTRACT WITH GEORGE J. POULOS FOR CY 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Building Division desires to use the services of George J. Poulos to carry out the activities of Back-up Building Official and Primary Alternate Master Plans Examiner for the City of Sandusky; and

WHEREAS, this contract allows the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements; and

WHEREAS, under state regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Master Plans Examiner to state certified professionals; and

WHEREAS, George J. Poulos has performed these activities for many years as the City's Chief Building Official and is currently certified to do so; and

WHEREAS, George J. Poulos will be paid \$2,500.00 per month for a total cost of \$30,000.00 and the funds to cover this contract are included in the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; 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 have the agreement fully executed prior to the commencing date on January 1, 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 Building Division, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to enter into a Consulting Contract, a copy of which is attached to this Ordinance and marked Exhibit "A" and the original being on file with the Division of Building Inspection, with George J. Poulos for services as a Back-up Building Official and Primary

Alternate Master Plans Examiner for CY 2023. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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: November 14, 2022

AGREEMENT FOR SERVICES OF CONSULTANT

This Agreement made on and entered into on this ____ day of _____, 2022, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and George J. Poulos herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the parties agree as follows:

I. RECITALS

The City desires to contract with the Consultant to provide technical assistance and professional expertise as a Primary Master Plans Examiner (examining and judging building plans required to be submitted to the building department for approval), and a Back-up Building Official (performing the necessary inspections of new and existing buildings and structures for compliance with applicable legal requirements), in order to assist the City's Building Department and the City's Chief Building Official.

The Consultant acknowledges that he currently has the necessary education and experience to provide the services required by this agreement and will continue to maintain all certifications and professional licenses and attend required continuing education seminars, in order to provide the City with the consulting services required by this agreement.

II. SCOPE OF SERVICES / NON-ASSIGNMENT

The Consultant agrees to personally furnish professional and technical assistance at the request of the City's Chief Building Official or the Chief Development Officer, which includes but is not limited to the following:

- a. Primary Master Plans Examiner:

Consultant shall review and examine, with authority to approve, building plans submitted for approval in order to obtain appropriate building permits, thereby ensuring the continued certification of the City of Sandusky's Building Department;

b. Back-up Building Official:

Consultant shall inspect new and existing buildings and structures to ensure compliance with all applicable laws, regulations, and standards, which shall include the authority of condemnation of property and all appropriate nuisance abatement up to and including demolition of unsafe structures.

Consultant shall perform the duties under this agreement personally and shall not assign or delegate the performance of those duties to any other person.

III. INDEPENDENT CONTRACTOR

Consultant acknowledges that he is an independent contractor while performing the services required in this agreement. The City is contracting with Consultant for the services described within the body of this agreement and Consultant reserves the right to determine the method and manner by which the services will be performed subject to any timelines of certain services which is or may be required by the Governing Laws and Procedures. The City acknowledges that Consultant has other clients and offers services to the general public and that the order or sequence in which Consultant performs the services to the City is under the Consultant's control subject to the time devoted by Consultant necessary to comply with any applicable time requirements.

IV. INSURANCE

Consultant agrees to maintain a business liability insurance policy.

V. CONFIDENTIALITY

Consultant agrees that any information communicated in any manner to the Consultant during the performance of the services required by this agreement, which concerns confidential personal, financial or other affairs of the City or the public shall be treated by the Consultant as confidential and shall not be revealed or discussed unless specifically authorized in writing by the City to do so.

VI. COMPENSATION

Consultant shall be paid Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month for work performed in accordance with this agreement for a total of Thirty Thousand and 00/100 Dollars (\$30,000.00) per year.

VII. TERM AND TERMINATION

This agreement will begin January 1, 2023, and will terminate December 31, 2023. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 3213 Country Club Lane, Huron, Ohio, 44839 and to the City at 240 Columbus Avenue, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for services rendered before the notice of termination is received or December 31, 2023, whichever occurs first.

VIII. PARTIES BOUND

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IX. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of this Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement.

X. SEVERABILITY

If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

XI. AMENDMENTS

This Agreement may be amended by the parties only by a written agreement signed by both parties.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

CONSULTANT:

George J. Poulos

Approved as to Form:

Sarah S. Chiappone (#0101179)
Assistant Law Director
City of Sandusky

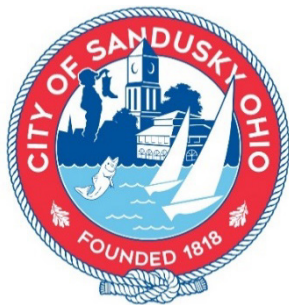
CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2023 under the Agreement have been lawfully appropriated by the 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.

Date

Michelle Reeder
Director of Finance

Account Number



Building Division

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5940

www.CityofSandusky.com

To: Eric L. Wobser, City Manager

From: Scott Thom, Chief Building Official

Date: October 27, 2022

Subject: Commission Agenda Item - Consulting Contract for CY 2023 with Mr. Robert G. Stadler for Alternate Master Plans Examiner and Alternate Building Official.

Items for Consideration: A consulting contract with Mr. Robert G. Stadler to carry out the activities of Alternate Master Plans Examiner and Alternate Building Official for the City of Sandusky.

Background Information: This contract will continue to allow the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Divisions/Departments requirements. Under state regulations, a certified building department may contract out the activities of Alternate Master Plans Examiner and Alternate Building Official to state certified professionals.

Budgetary Information: Mr. Stadler will be paid at the rate of \$55.00 per hour for work performed up to a maximum of \$7,500.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

Action Requested: It is requested that the proper legislation be prepared to enter into contract with Mr. Stadler and that this legislation take effect in full accordance with Section 14 of the City Charter in order to have the agreement fully executed prior to the commencing date of January 1, 2023, and to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

Scott Thom, Chief Building Official

I concur with this recommendation:

Eric L. Wobser, City Manager

John Orzech, Assistant City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Stadler Contract

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

Account #110-4090-53000

By: _____



Michelle Reeder

Finance Director

Dated: 11/9/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONSULTING CONTRACT WITH ROBERT G. STADLER FOR CY 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Building Division desires to use the services of Robert G. Stadler to carry out the activities of Alternate Building Official and Alternate Master Plans Examiner for the City of Sandusky; and

WHEREAS, this contract allows the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements; and

WHEREAS, under state regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Master Plans Examiner to state certified professionals; and

WHEREAS, Robert G. Stadler has performed these activities in the past and is currently certified to do so; and

WHEREAS, Robert G. Stadler will be paid at the rate of \$55.00 per hour up to a maximum of \$7,500.00 and the funds to cover this contract are included in the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; 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 have the agreement fully executed prior to the commencing date on January 1, 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 Building Division, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to enter into a Consulting Contract, a copy of which is attached to this Ordinance and marked Exhibit "A" and the original being on file with the Division of Building Inspection, with Robert G. Stadler for services as an Alternate Building Official and Alternate

Master Plans Examiner for CY 2023. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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: November 14, 2022

AGREEMENT FOR SERVICES OF CONSULTANT

This Agreement made on and entered into on this ____ day of _____, 2022, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and Robert G. Stadler herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the parties agree as follows:

I. RECITALS

The City desires to contract with the Consultant to provide technical assistance and professional expertise as an Alternate Master Plans Examiner (examining and judging building plans required to be submitted to the building department for approval), and an Alternate Building Official (performing the necessary inspections of new and existing buildings and structures for compliance with applicable legal requirements), in order to assist the City's Building Department and the City's Chief Building Official.

The Consultant acknowledges that he currently has the necessary education and experience to provide the services required by this agreement and will continue to maintain all certifications and professional licenses and attend required continuing education seminars, in order to provide the City with the consulting services required by this agreement.

II. SCOPE OF SERVICES / NON-ASSIGNMENT

The Consultant agrees to personally furnish professional and technical assistance at the request of the City's Chief Building Official or the Chief Development Officer, which includes but is not limited to the following:

- a. Alternate Master Plans Examiner:

Consultant shall review and examine, with authority to approve, building plans submitted for approval in order to obtain appropriate building permits, thereby ensuring the continued certification of the City of Sandusky's Building Department;

b. Alternate Building Official:

Consultant shall inspect new and existing buildings and structures to ensure compliance with all applicable laws, regulations, and standards, which shall include the authority of condemnation of property and all appropriate nuisance abatement up to and including demolition of unsafe structures.

Consultant shall perform the duties under this agreement personally and shall not assign or delegate the performance of those duties to any other person.

III. INDEPENDENT CONTRACTOR

Consultant acknowledges that he is an independent contractor while performing the services required in this agreement. The City is contracting with Consultant for the services described within the body of this agreement and Consultant reserves the right to determine the method and manner by which the services will be performed subject to any timelines of certain services which is or may be required by the Governing Laws and Procedures. The City acknowledges that Consultant has other clients and offers services to the general public and that the order or sequence in which Consultant performs the services to the City is under the Consultant's control subject to the time devoted by Consultant necessary to comply with any applicable time requirements.

IV. INSURANCE

Consultant agrees to maintain a business liability insurance policy.

V. CONFIDENTIALITY

Consultant agrees that any information communicated in any manner to the Consultant during the performance of the services required by this agreement, which concerns confidential personal, financial or other affairs of the City or the public shall be treated by the Consultant as confidential and shall not be revealed or discussed unless specifically authorized in writing by the City to do so.

VI. COMPENSATION

Consultant shall be paid at the rate of Fifty-Five and 00/100 Dollars (\$55.00) per hour for work performed in accordance with this agreement up to a maximum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) per year.

Consultant agrees to timely submit monthly invoices to the Department of Community Development of the City representing services rendered for the previous 30 day period. The City agrees to make timely payment to Consultant within 30 days after receipt of the monthly invoice from Consultant.

VII. TERM AND TERMINATION

This agreement will begin January 1, 2023, and will terminate December 31, 2023. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 1722 Shearwater Circle E, Huron, Ohio 44839, and to the City at 240 Columbus Avenue, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this agreement, Consultant shall have no

further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for services rendered before the notice of termination is received or December 31, 2023, whichever occurs first.

VIII. PARTIES BOUND

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IX. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of this Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement.

X. SEVERABILITY

If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

XI. AMENDMENTS

This Agreement may be amended by the parties only by a written agreement signed by both parties.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

CONSULTANT:

Robert G. Stadler

Approved as to Form:

Sarah S. Chiappone (#0101179)
Assistant Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2023 under the Agreement have been lawfully appropriated by the 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.

Date

Michelle Reeder
Director of Finance

Account Number



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5776
www.cityofsandusky.com

TO: Eric Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: October 24, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Requesting legislation to authorize the State of Ohio to perform our annual 2022 fiscal period audit.

BACKGROUND INFORMATION:

The Auditor of State (AOS) has determined that they will be performing the audit for the 2022 annual fiscal period for the City of Sandusky.

BUDGETARY INFORMATION:

The total cost of \$53,218 will be paid from the general fund (\$26,609), water fund (\$13,304.50) and sewer fund (\$13,304.50).

ACTION REQUESTED:

It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the Agreement and return it to the State of Ohio so the agreement can be in place prior to the need for the required auditing services.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

CC: Brenden Hail, Law Director

CERTIFICATE OF FUNDS

In the Matter of: State of Ohio 2022 Audit

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

Account #110-7900-53003, 612-5900-53003, 613-5900-53003

By: _____



Michelle Reeder

Finance Director

Dated: 10/20/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE AUDITOR OF THE STATE OF OHIO FOR SERVICES TO PERFORM THE CITY'S AUDIT FOR THE FISCAL YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio has relied on the assistance of and contracted with Independent Public Accountants (IPA) to satisfy their obligation to perform statutorily required audits of each public office in Ohio, and Rea & Associates performed the City's audit for several years until last year; and

WHEREAS, the Auditor of the State of Ohio notified the City that the State will be conducting the City's annual audit for fiscal year 2021 and the City Commission authorized an agreement with the Auditor of the State of Ohio for Services to perform the City's auditor for the fiscal year 2021 by Ordinance No. 21-188, passed on December 13, 2021; and

WHEREAS, the Auditor of State has determined that the State will again be conducting the City's annual audit for fiscal year 2022; and

WHEREAS, the total cost of the auditing services for fiscal year 2022 is \$53,218.00 of which \$26,609.00 will be paid with General Funds, \$13,304.50 will be paid with Water Funds, and the remaining balance of \$13,304.50 will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and return to the State Auditor so the agreement can be in place prior to the need for the required auditing services; and

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

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

Section 1. The City Manager is authorized and directed to execute an Agreement with the Auditor of the State of Ohio for services to perform the City's annual audit for fiscal year 2022, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the

Law Director as not being substantially adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director is authorized and directed to expend funds to the Auditor of the State of Ohio in an amount **not to exceed** Fifty Three Thousand Two Hundred Eighteen and 00/100 Dollars (\$53,218.00).

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: November 14, 2022

OHIO AUDITOR OF STATE KEITH FABER



One Government Center, Suite 1420
Toledo, Ohio 43604-2246
(419) 245-2811 or (800) 443-9276
NorthwestRegion@ohioauditor.gov

October 20, 2022

Eric Wobser, City Manager
City of Sandusky

This engagement letter describes the arrangement between the City of Sandusky, Erie County, Ohio (the City) and the Auditor of State including the objective and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the City's audit requirements.

SUMMARY OF SERVICES

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

We will audit the City's basic financial statements as of and for the year ended December 31, 2022 to express our opinion concerning whether the basic financial statements and related disclosures present fairly, in all material respects, the City's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements for each opinion unit and related disclosures are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the financial audit standards in the Comptroller General of the United States' *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Annual Comprehensive Financial Report and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the Annual Comprehensive Financial Report.

We expect to deliver our report on or about June 30, 2023.

Engagement Team

The engagement will be led by:

- * Jonathan A. Lawless, CFE, Chief Auditor, and Brian L. Leckey, Assistant Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Bradley L. Zura, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- * Kyle E. Kaser, Audit Manager, who will be responsible for on-site administration of our services to you.

OUR AUDITOR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
2. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Test the City's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.
5. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about your ability to continue as a going concern for a reasonable period of time.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement, whether due to fraud or error, may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud noted above, a properly designed and executed audit may not detect a material fraud.

Additional Auditor Responsibilities and Reporting under Uniform Guidance

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will determine the major federal award program(s) and test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on compliance based on the audit. While reasonable assurance is a high level of assurance, it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, the auditor's responsibilities are to

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.
- obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

In accordance with the Uniform Guidance, we will prepare the following report:

Independent Auditor's Report on Compliance with Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Additional Auditor Communication

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

1. Misstatements for correction, whether corrected or uncorrected
 - a. We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit;

2. Instances where we believe fraud may exist. These would include instances where we:
 - a. Have persuasive evidence that fraud occurred.
 - b. Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely;
3. Noncompliance that comes to our attention. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts;
4. Significant risks identified during the audit.
5. Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
6. Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
7. Significant, unusual transactions;
8. Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards;
9. Significant difficulties we encountered during the audit, including significant delays by management, the unavailability of City personnel, or an unwillingness by management to provide information necessary to perform our procedures; and
10. Matters that are difficult or contentious for which we consulted outside the engagement team and that are, in our professional judgment, significant and relevant to those charged with governance regarding their responsibility to oversee the financial reporting process.

We will also communicate pertinent information, as necessary in our professional judgment, to those that have ongoing oversight responsibilities for the audited entity, including contracting parties or legislative committees, if any.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. If we detect waste or abuse, we will determine whether and how to communicate such matters.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

YOUR MANAGEMENT RESPONSIBILITIES AND IDENTIFICATION OF THE APPLICABLE REPORTING FRAMEWORK

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.

2. Providing us with:
 - a. Draft financial statements, including all information relevant to their preparation and fair presentation, whether obtained from within or outside of the general and subsidiary ledgers (including all information relevant to the preparation and fair presentation of disclosures) and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline;
 - b. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including an expectation that management will provide access to information relevant to disclosures;
 - c. Written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;
 - d. Additional information that we may request from management for the audit; and
 - e. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
 - f. The initial selection of and changes in significant accounting policies and their application;
 - g. The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
 - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
 - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
5. Reporting fraud and noncompliance of which you are aware to us.
6. Reviewing drafts of the audited financial statements, disclosures, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
7. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Management and those charged with governance are responsible for:

1. Being knowledgeable of, implementing systems designed to achieve compliance with, and complying with, laws, regulations, contracts, and grants applicable to the City.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the City (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, waste or abuse we may report.

5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Management and those charged with governance are responsible for designing, implementing and maintaining internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Service Organizations

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user City, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your City's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your City uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls* Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* discusses the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

You are responsible for informing our staff of the service organizations your City uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:

- Erie County Auditor and Treasurer's Offices, which are responsible for the assessment, collection, and distribution of your City's property taxes.
- Regional Income Tax Authority (RITA), which is responsible for the collection and distribution of your City's income taxes.
- Mutual Health Services, which processes the City's self-insurance claims; and
- Beacon Medical Billing, which provide EMS billing and collection procedures.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- Regional Income Tax Authority (RITA), which is responsible for the collection and distribution of your City's income taxes.
- Mutual Health Services, which processes the City's self-insurance claims; and
- Beacon Medical Billing, which provide EMS billing and collection procedures.

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your City's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your City's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations.

Uniform Guidance and Related Reporting

You are responsible for identifying all federal awards received and understanding the compliance requirements, federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying footnote disclosures.

For grant funding subject to the Uniform Guidance, you are required to design, implement, and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal laws, statutes, regulations, rules, and provisions of contracts or grant agreements of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships, beneficiary relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for completing your City's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your City's single audit submission of the reporting package to the Federal Audit Clearinghouse.

REPRESENTATIONS FROM MANAGEMENT

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements and relevant disclosures in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance;
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the City's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Appropriate accounting and disclosure of related party transactions;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements include the related disclosures and required and other supplemental information*).

TERMS AND CONDITIONS SUPPORTING FEE

As a result of our planning process, the City and the Auditor of State have agreed to an approach designed to meet the City's objectives for an agreed-upon fee, subject to the following conditions.

Our Auditor Responsibilities

In providing our services, we will consult with the City regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter*.

Your Management Responsibilities

The City will provide in a timely manner all financial records and related information to us, an initial list of which will be furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

Confidential Information

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The City (the public office) should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$53,218.

Pursuant to Ohio Rev. Code § 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds. While eligible funds may include federal grant funds, additional restrictions under the Uniform Guidance 2 CFR 200.425 should be considered. For more information, refer to the annual *Hourly Audit Rates and Allocation of Audit Costs* technical bulletin available at www.ohioauditor.gov.

eServices Portal and Billing

The Auditor of State's billing statements are available through the office's eServices portal located at <https://eservices.ohioauditor.gov>. Clients are required to designate one, or more, authorized users who must complete the registration process to establish an eServices account. A confirmed account will have the ability to access and/or update information regarding their customer account, including entity contact information, billing and payments, and an electronic check option for online payments. Authorized users are encouraged to keep eServices contact information updated.

Auditor of State billing statements are prepared monthly, and are sent to clients who have an outstanding balance through a paperless electronic billing system. Audit and Local Government Services are charged monthly, while clients using the Uniform Accounting Network are charged quarterly. The City of Sandusky will receive an email notification at the beginning of the month that a statement is available for review. Clients are to access their billing statement upon receipt through eServices, and payment is due by the date identified on the statement.

Delinquent Accounts

A failure to pay the Auditor of State in full within forty-five days of the payment due date, identified on the monthly statement, shall constitute a delinquent account. Continued failure to make payment will result in the delinquent account being certified to the Ohio Attorney General's Office, Collection Enforcement, for collection under Ohio Revised Code 131.02(A). Alternatively, Ohio Revised Code 117.13(D) authorizes the Director of the Office of Budget and Management or the county auditor, in order to satisfy certified balances owed to the office of the Auditor of State, to withhold from a public office with delinquent accounts any amounts that are available up to the amount owed by the public office from those funds lawfully payable and due to the public office.

Audit clients experiencing difficulty meeting these requirements should contact the Auditor of State's Finance Department to make arrangements to pay delinquent balances prior to certification. Outstanding delinquent accounts may impact audit eligibility for reduced services, including agreed upon procedures and basic audits.

REPORTING

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with *Government Auditing Standards* on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

ACCESS TO OUR REPORTS AND WORKING PAPERS

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:

This report only describes the scope of our internal control and compliance testing and our testing results, and does not opine on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:

This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code § 117.26, an audit report becomes a public record under Ohio Rev. Code § 149.43 when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public, including federal agencies and the U.S. Government Accountability Office, upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

PEER REVIEW REPORT

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at https://ohioauditor.gov/publications/Peer_Opinion.pdf. Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

ACKNOWLEDGEMENT AND AGREEMENT

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Bradley L. Zura, Senior Audit Manager at 800-443-9276.

Sincerely,

KEITH FABER
Auditor of State



Jonathan A. Lawless, CFE
Chief Auditor, Northwest Region

Attachment

cc: Finance Director
City Commission
Audit Committee

EXHIBIT "A"

ACKNOWLEDGED AND AGREED TO BY

DATE

TITLE

2 CFR Part 200 REPORTING PACKAGE

2 CFR Part 200 Reference	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
508(b); .510(b)	Schedule of Expenditures of Federal Awards	✓	
.515(a)	Report ("in-relation-to" opinion) on Schedule of Expenditures of Federal Awards		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs ¹		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings ⁴	✓	
.512(a), (b)	Data Collection Form ²	✓	✓
.511(c)	Corrective Action Plan ³	✓	

¹ Required in all cases

² You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section __.512(g) of the Uniform Guidance, if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

³ Required for any GAGAS level or UG findings

**SAMPLE
AMENDMENT #___ TO ENGAGEMENT LETTER**

[Date]

[ENGAGEMENT LETTER ADDRESSEE]

Dear _____:

The engagement letter dated _____ between the Auditor of State and the City is hereby amended to reflect the following:

<u>Description of / Causes for Amendment</u>	<u>Estimated Fee Effect</u>
1	
2	
3	
4	<u> </u>
Total this amendment	\$0.00
Previous fee estimate	<u> </u>
Revised fee estimate	<u><u>\$0.00</u></u>

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call _____ at _____.

Sincerely,

KEITH FABER
Auditor of State

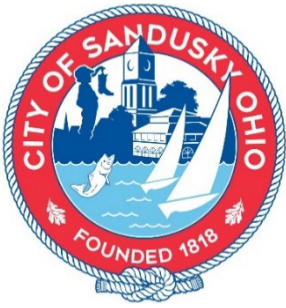
[Name of Chief Auditor]
Chief Auditor, [Name] Region

cc: [Engagement Letter cc's]

ACKNOWLEDGED AND AGREED TO BY

DATE

TITLE



FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: November 1, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #7 to the 2022 General Appropriations.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the 2022 budget. Amendments included for these funds:

- General Fund
- Sewer Funds
- Internal Service Funds
- Park & Recreation Funds
- Coronavirus Relief Funds
- Special Assessment funds
- Federal & State Grant Fund

ACTION REQUIRED:

It is requested that the City Commission enact the ordinance, and have it take immediate effect under Section 14 of the City Charter, so that the budget amendments can be entered into the financial system and purchases can be made to continue the flow of city operations.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 7 TO ORDINANCE NO. 22-004 PASSED BY THIS CITY COMMISSION ON JANUARY 10, 2022, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission made general appropriations for the Fiscal Year 2022 Operating Budget by Ordinance No. 22-004, passed on January 10, 2022; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the General, Coronavirus Relief, Street, Water, Sewer, and Capital Projects Funds by Ordinance No. 22-071, passed on April 11, 2022; and

WHEREAS, this City Commission adopted Amendment No. 2 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the State Grant, Water, Sewer, Cleveland Road Public Improvement, and Capital Funds by Ordinance No. 22-098, passed on May 23, 2022; and

WHEREAS, this City Commission adopted Amendment No. 3 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the General, Transit, Federal Grants, Court Computerization, Municipal Probation, Capital Projects, and Water Funds by Ordinance No. 22-131, passed on July 11, 2022; and

WHEREAS, this City Commission adopted Amendment No. 4 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the General, Transit, Parks & Recreation, Urban Renewal, Bond Retirement, Federal Grants, Special Assessment, Capital Projects, and Sewer Funds by Ordinance No. 22-177, passed on September 12, 2022; and

WHEREAS, this City Commission adopted Amendment No. 5 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the General, Street, Internal Service, Court Computerization, and Sewer Funds by Ordinance No. 22-189, passed on September 26, 2022; and

WHEREAS, this City Commission adopted Amendment No. 6 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the General, Coronavirus Relief, Capital Projects, Sewer, and Street Funds by Ordinance No. 22-196, passed on October 10, 2022; and

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Coronavirus Relief, Federal & State Grants, Parks & Recreation, Special Assessments, Sewer, and Internal Service Funds; and

WHEREAS, amendments are required to adjust the budget for previous actions of the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to prevent delays in the use of the funds for an extended period of time and not restrict the operation of City departments; and

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

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

Section 1. Ordinance No. 22-004 passed by this City Commission on the 10th day of January, 2022, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
Police	(30,000.00)	30,000	-
Administrative Support		28,000	28,000
Income tax		50,000	50,000
Transfers- Capital		2,300,000	2,300,000
GENERAL FUND TOTAL	(30,000)	2,408,000	2,378,000
CORONAVIRUS RELIEF FUNDS	20,000	-	20,000
STATE GRANTS		9,500	9,500
PARKS & RECREATION	-	19,000	19,000
FEDERAL GRANTS	28,000	-	28,000
SPECIAL ASSESSMENTS	-	9,500	9,500
SEWER FUND	-	198,326	198,326
INTERNAL SERVICE FUND	-	700,000	700,000
TOTAL ALL FUNDS	18,000	3,344,326	3,362,326

Section 2. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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.

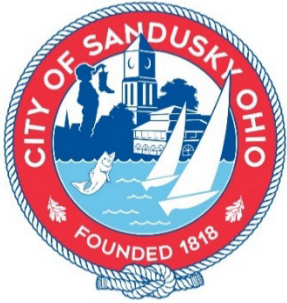
Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: November 14, 2022



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: November 1, 2022

Subject: Commission Agenda Item – Emergency Purchase for Traffic Division

ITEM FOR CONSIDERATION: Legislation ratifying the emergency purchase of a new traffic cabinet and equipment from Path Master, Inc., of Twinsburg, Ohio, as well as installation by National Light & Power, Inc., of Sandusky, Ohio, for the Division of Traffic.

BACKGROUND INFORMATION: On March 7, 2022, a motorist struck and damaged a traffic cabinet located at the intersection of US Route 6/Tiffin Avenue and State Route 101/George Street, causing a traffic light outage. City Commission granted approval for this emergency purchase by motion at the March 14, 2022 meeting.

It took several months for the replacement equipment to arrive, and the new traffic equipment was installed in September, and additional parts needed to make the light fully operational were install on October 20th, at which point repairs were complete. Path Master built the original cabinet and just had to reconstruct it from the plans they already had on file. Hence, for expediency and consistency, staff procured directly from Path Master for this repair. Prior to the intersection becoming fully operational, the sensors and cameras were inspected and programmed by Path Master in-coordination with City electricians and National Light & Power, Inc.

BUDGETARY INFORMATION: The cost of \$20,021.00 for the traffic cabinet and equipment from Path Master, Inc., and \$10,320.00 for installation performed by National Light & Power will be paid with Traffic funds. All costs associated with the repair will be billed to the driver's insurance company.

ACTION REQUESTED: It is recommended that legislation be approved ratifying the emergency purchase of a traffic cabinet and equipment from Path Master, Inc., of Twinsburg, Ohio, as well as installation by National Light & Power, Inc., of Sandusky, Ohio, for the Traffic division of the Department of Public Works in the amount of \$30,341.00. It is further recommended that this legislation be approved under suspension of the rules and in accordance with Section 14 of the City Charter to allow for timely payment for equipment already received and installed and services already completed.

I concur with this recommendation:

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: National Light & Power Traffic Cabinet

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 #216-7700-54090

By: 

Michelle Reeder

Finance Director

Dated: 11/9/2022

ORDINANCE NO. _____

AN ORDINANCE RATIFYING THE EMERGENCY PURCHASE OF A NEW TRAFFIC CABINET AND EQUIPMENT FOR THE INTERSECTION AT U.S. ROUTE 6 / TIFFIN AVENUE AND STATE ROUTE 101 / GEORGE STREET; AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS TO PATH MASTER, INC. OF TWINSBURG, OHIO, IN THE AMOUNT OF \$20,021.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on March 7, 2022, a motorist struck and damaged a traffic cabinet located at the intersection of U.S. Route 6 / Tiffin Avenue and State Route 101 / George Street, causing a traffic light outage; and

WHEREAS, the City Commission was notified at their March 14, 2022, regularly scheduled meeting of the emergency nature of the situation and a motion was passed approving the emergency purchase to replace the damaged equipment at this intersection; and

WHEREAS, pursuant to Section 24 of the City Charter the emergency nature of the work obviates the necessity to comply with formal competitive bidding and advertising; and

WHEREAS, the total cost for the traffic cabinet and equipment is \$20,021.00 and will be paid with Traffic Funds and all costs associated with the repair will be billed to the driver's insurance company; and

WHEREAS, approval is being requested in companion legislation to expend funds to National Light & Power, Inc., of Sandusky, Ohio, for the installation of the traffic cabinet and equipment in the amount of \$10,320.00; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately make payment for equipment already received and installed; and

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

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

Section 1. This City Commission approves and ratifies the emergency purchase of a new traffic cabinet and equipment for the intersection at U.S. Route

6 / Tiffin Avenue and State Route 101 / George Street and authorizes and directs the City Manager and/or Finance Director to expend funds to Path Master, Inc. of Twinsburg, Ohio, at an amount **not to exceed** Twenty Thousand Twenty-One and 00/100 Dollars (\$20,021.00).

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: November 14, 2022

ORDINANCE NO. _____

AN ORDINANCE RATIFYING THE EMERGENCY INSTALLATION OF A NEW TRAFFIC CABINET AND EQUIPMENT FOR THE INTERSECTION AT U.S. ROUTE 6 / TIFFIN AVENUE AND STATE ROUTE 101 / GEORGE STREET; AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS TO NATIONAL LIGHT & POWER, INC., OF SANDUSKY, OHIO, IN THE AMOUNT OF \$10,320.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on March 7, 2022, a motorist struck and damaged a traffic cabinet located at the intersection of U.S. Route 6 / Tiffin Avenue and State Route 101 / George Street, causing a traffic light outage; and

WHEREAS, the City Commission was notified at their March 14, 2022, regularly scheduled meeting of the emergency nature of the situation and a motion was passed approving the emergency purchase to replace the damaged equipment at this intersection; and

WHEREAS, pursuant to Section 24 of the City Charter the emergency nature of the work obviates the necessity to comply with formal competitive bidding and advertising; and

WHEREAS, the total cost for the installation of the traffic cabinet and equipment is \$10,320.00 and will be paid with Traffic Funds and all costs associated with the repair will be billed to the driver's insurance company; and

WHEREAS, approval is being requested in companion legislation to expend funds to Path Master, Inc., of Twinsburg, Ohio, for the purchase of the traffic cabinet and equipment in the amount of \$20,021.00; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately make payment for services already performed; 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,

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Section 1. This City Commission approves and ratifies the emergency purchase of a new traffic cabinet and equipment for the intersection at U.S. Route

6 / Tiffin Avenue and State Route 101 / George Street and authorizes and directs the City Manager and/or Finance Director to expend funds to National Light & Power, Inc., of Sandusky, Ohio, at an amount **not to exceed** Ten Thousand Three Hundred Twenty and 00/100 Dollars (\$10,320.00).

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.

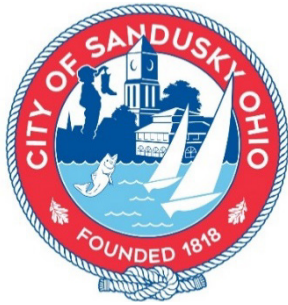
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: November 14, 2022



CITY MANAGER

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

TO: Eric Wobser, City Manager
FROM: John Orzech, Assistant City Manager
DATE: October 31, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into an agreement to access to LocalGovU Full Library from Lexipol, LLC. 2611 Internet Boulevard, Suite 100, Frisco, Texas, 75034 in the amount of \$7,500.

BACKGROUND INFORMATION: Lexipol policies, procedures, and software have been implemented in the police department and local government, to include all other employees within the city. The Sandusky Police Department had overhauled their entire policy and procedure manual in 2018, with assistance from a Lexipol project manager, fully implemented January 1, 2019. The Local Government policy and procedures were created in 2020 with the assistance of a Lexipol project manager and fully implemented January 1, 2021.

Lexipol LocalGovU is a full library of training material that will allow the Administrative Services department to issue training materials to all employees, throughout the year. Some of the areas that these training lessons include are; EEOC and Employment Law, General Safety, Leadership Development, Professional Development, and Risk Management. Lexipol has provided the remainder of 2022 and the full year of 2023 into the price of this agreement.

BUDGETARY INFORMATION: The total cost for the subscription purchase with Lexipol is \$7,500. The costs of the subscription will be paid from the Administrative Services operational budget.

ACTION REQUESTED: It is requested that the proper legislation be prepared to enter into an agreement to access LocalGovU Full Library from Lexipol, LLC. 2611 Internet Boulevard, Suite 100, Frisco, Texas, 75034 in the amount of \$7,500. It is further requested that this legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to take advantage of the opportunity to use the service for the remainder of 2022, which is included in the subscription price.

Approved:

I concur with this recommendation:

John Orzech, Assistant City Manager

Eric Wobser, City Manager

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



THE LOCALGOVU ADMINISTRATOR FEATURE OVERVIEW

The Benefits of LocalGovU

Your risk pool has partnered with LocalGovU to deliver online training to our members at no cost. Online training improves the safety and effectiveness of your organization and personnel, while contributing to successful professional development.

Employees can conveniently access hundreds of e-learning courses 24/7, allowing them to balance their work schedules while completing practical and informative self-directed training at their own pace.

Members can choose to train by topic or can select more specific courses by profession.

Assignments Organize Training

Creating assignments helps tackle your mandatory training in an orderly fashion. With assignments, you can organize which courses need to be taken – whether it's training for the entire organization or as small as certain departments, groups of users or individual users. You can set training periods and due dates so training gets completed on time and even create custom notifications as reminders. Plus, you're able to export training data with customizable reports or even reoccurring reports.

COURSE LIBRARY

- Compliance (HR/Safety)
- EEOC and Employment Law
- Emergency Medical Services
- Equipment Safety
- Financial Management
- General Safety
- Health and Wellness
- HR Development
- Information Technology
- Law Enforcement
- Leadership Development
- Professional Development
- Risk Management
- Roadway and Highway
- Schools and Educational
- Transit and Fleet Operations

Learning Management System Admin Features

Assignments

Schedule online training to align with internal training calendars, control access to online courses and material and document offline training.

Groups

Build and manage custom groups for personnel, dividing them by certification level, rank, shift or other tailored options.

Notification Manager

Activate action-based, pre-scheduled, recurring and other notifications targeted to specific groups, organizations and job titles.

Reports

Create recurring or on-demand reports for tracking compliance of personnel assignments and credentials. Pull reports for members, groups and courses, and export training records based on rank, division, shift, course or assignment.

Individual User Access

Using the dashboard, members can easily see which courses they are assigned, and download certificates of completion.

Custom Roles

Manage personnel access seamlessly with five user roles, letting members see and access only what they need.

Custom Homepage

Customize your homepage with your logo, important information and featured courses.

Training Calendar

Visually manage several features by date, including assignments, credentials, training events and more through a centralized training calendar with both member and administrator views.

Admin Features and Users Personal Dashboard

Admin Features

- Add members and organize into groups
- Assign group admins or user-specific roles
- Create quick assignments or bundle courses into learning plans
- Track training and compliance through ad hoc or recurring reports
- Manage and customize training and assignment notifications
- Assign and manage course credits from online and in person training
- Highlight featured courses or hide select courses from view

Individual User Dashboard

- Track assignments and training activity
- Download certificates and personal training reports
- Access virtual training calendar
- Receive and manage personal notifications

Dedicated Customer Support

Support from LocalGovU is available from Monday through Friday, 8:00 a.m. – 5:00 p.m. CST. If you have questions or need assistance, you can contact customer support directly at 866.845.8887 or info@localgovu.com.



REDUCE RISK AND INCREASE PRODUCTIVITY WITH TRUSTED ONLINE TRAINING

Is Your Organization Meeting Training Goals?

As a local government leader, you have the responsibility to provide training that ensures your organization runs effectively and to help your personnel advance in their careers. Without an effective system in place, your personnel could face challenges they're unprepared to meet, and your municipality could face "failure to train" liability.

Improve the safety and effectiveness of your organization and personnel with an online training solution from LocalGovU, brought to you by Lexipol, the nation's leading content, policy and training platform for public safety and local government.

Reduce Risk And Protect Your Personnel With LocalGovU

LocalGovU provides a total training solution including:

- 24/7 access to online learning, allowing your personnel to train when it's convenient
- More than 3,300 courses and videos covering all facets of local government and public safety
- Reports to help you monitor and track training completion, compliance and credential renewal
- Features to streamline and simplify new-hire onboarding and documentation

KEY FEATURES



Manage personnel credential renewal by level, state and category requirement



Upload and build your own content, including tests and quizzes to assign to personnel



Track activity status of course and skills development assignments and capture digital signatures



Quickly and efficiently communicate citywide training mandates

Training Across The Local Government Sector And All Facets Of Public Safety

LocalGovU features an extensive, diverse online library for local government and public entities, with courses and videos used to strengthen existing skill sets and drive successful professional development. Choose from training relevant to all members of local government—such as management skills, safety and compliance, and customer service—or select courses from our specialized academies:



Accredited or approved for re-training and recertification in nearly 40 states, PoliceOne Academy offers 400 courses and more than 1,100 videos on topics such as active shooter, communication skills, officer survival, subject control and more.



Offering a comprehensive suite of more than 1,000 fire and EMS courses and videos, FireRescue1 Academy helps firefighters build tactical knowledge and develop incident command skills.



With 550 courses and videos covering 20 mission-critical topics, CorrectionsOne Academy provides high-quality training on contraband control, defensive tactics, leadership skills, mental health in jails, riot response and more.



A leading authority in the EMS industry for more than a decade, EMS1 Academy provides more than 500 courses and videos totaling over 440 continuing education hours accredited by the Commission on Accreditation for Pre-Hospital Continuing Education (CAPCE).

Serving More Than 200,000 Personnel Nationwide



ANACORTES
WASHINGTON

"LocalGovU provides us an excellent ability to complete training that is necessary, but not always readily available in person. The sexual harassment training has been particularly effective to be able to offer immediately to new employees. I appreciate that there is a simple test following the training to ensure focus during the training session."

Emily Schuh
Administrative Services Director
City of Anacortes, WA



"We focus on risk management topics that could prevent claims and lawsuits. However, our staff simply could not visit every member, even once each year. Online training allows us to offer training to every member."

Pam Spinks
Director of Professional Development
Oklahoma Municipal Assurance Group

CERTIFICATE OF FUNDS

In the Matter of: Lexipol Local GovU Full Library

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 #110-7030-53000, 612-5900-53000, 613-5900-53000

By: _____



Michelle Reeder

Finance Director

Dated: 11/9/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LEXIPOL, LLC, OF FRISCO, TEXAS, FOR A SUBSCRIPTION TO LOCALGOVU FULL LIBRARY FOR THE ADMINISTRATIVE SERVICES DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City previously implemented Lexipol policies, procedures, and software in the Police Department, overhauling their entire policy and procedure manual in 2019, and for the City's administration, creating policies and procedures in 2021, with the assistance from a Lexipol Project Manager; and

WHEREAS, Lexipol, LLC, offers a LocalGovU Full Library featuring an extensive, diverse online library for local government and public entities, with courses and videos used to strengthen existing skill sets and drive successful professional development such as management skills, safety and compliance, and customer service; and

WHEREAS, Lexipol LocalGovU Full Library will allow the Administrative Services Department to issue training materials to all employees throughout the year, and includes training lessons on EEOC and Employment Law, General Safety, Leadership Development, Professional Development, and Risk Management; and

WHEREAS, the annual subscription price is \$7,500.00, which includes 14 months for the price of 12 months for the initial period only, and will be paid with funds from the Administrative Services operational budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement and take advantage of the opportunity to use LocalGovU for the remainder of 2022, which is included in the subscription price at no cost; 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 Administrative Services, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission authorizes and directs the City Manager to enter into an Agreement with Lexipol, LLC, of Frisco, Texas, for a subscription to LocalGovU Fully Library for the Administrative Services Department, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as

are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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: _____
RICHARD R. BRADY
CLERK OF THE CITY COMMISSION

Passed: November 14, 2022



MASTER SERVICE AGREEMENT

Agency's Name:
Agency's Address:

City of Sandusky
222 Meigs St
Sandusky, Ohio 44870

Attention:

Erica Taylor

Lexipol's Address:

2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Sandusky

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
250	LocalGovU Full Library	USD 30.00	USD 7,500.00
	Subscription Line Items Total		USD 7,500.00
			USD 7,500.00
TOTAL:			USD 7,500.00

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

Notes

"subscription pricing includes 14 months for the price of 12 for initial period only".

EXHIBIT "1"

Exhibit B
Terms and Conditions of Service

1. Definitions. For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 "Agency" means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 "Agreement" means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 "Derivative Work(s)" means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 "Effective Date" means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Service(s)" means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 "Subscription Materials" means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. Term. The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. Termination.

3.1 For Cause. The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 For Convenience. The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. **Effect of Expiration or Termination.** Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. **Fees and Invoicing.** Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. **Service-Specific Terms.** The following sections apply to specific Lexipol Services:

6.1 **Policy.** Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 **Learning.** Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

6.3 Wellness. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

6.5 Generally: Injunctive Relief. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

9. **Confidentiality.** During the term of the Agreement, either party may be required to disclose information to the other party that is marked "confidential" or is of such a type that the confidentiality thereof is reasonably apparent (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents.

10. **Warranty Disclaimer.** ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. **Limitation of Liability.** Lexipol's cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. **General Terms.**

12.1 **General Interpretation.** The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 **Invalidity of Provisions.** Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

12.3 **Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 **Governing Law.** The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

EXHIBIT "1"

Lexipol Service Level Agreement for Cloud-Based Services

- 1. Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
- 2. Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
- 3. Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.



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: November 3, 2022
Subject: Commission Agenda Item- 2023 Paper District Marina Rate Increases

ITEM FOR CONSIDERATION: City Commission approval of a new fee schedule for the Paper District Marina to be effective January 1, 2023.

BACKGROUND INFORMATION: The City of Sandusky has had an agreement with Towboat Marine LLC for the operation of the Paper District Marina since 2016. There has not been an increase for seasonal rates during this time. There has been an increase in demand for seasonal docks at the facility. Transient rates were raised during the 2022 boating season without an increase to seasonal dockage.

BUDGET IMPACT: The agreement will not result in any additional budgetary expenses. The City will benefit from Towboat Marine's management and operation of the Marina, as well as the agreed upon first \$10,000.00 revenue each year going to the City of Sandusky, with an additional 50% split after revenues received meets \$45,000.00 for the season

ACTION REQUESTED: It is requested that the City Commission approve the proposed new fee schedule for marina rate increases at the Paper District Marina to be effective January 1, 2023.

I concur with this recommendation.

Approved

Jason Werling
Recreation Superintendent

Eric Wobser
City Manager



PAPER DISTRICT MARINA

611 W. SHORELINE DRIVE
SANDUSKY, OH 44870
419-626-2365
WWW.CITYOFSANDUSKY.COM



Rates for 2022

Seasonal Rates

30' Seasonal Dock	\$1,950.00
36' Seasonal Dock	\$2,600.00
40' Seasonal Dock	\$2,850.00
Jet Ski on Jet Dock	\$ 750.00
Jet Ski in water	\$ 525.00 per jet ski

4 Hour - Transient Dock Rates

4 Hour Transient - No Power & Water

Cash - \$ 15 .00 Credit Card - \$ 18.00

4 Hour Transient - Power & Water

Cash - \$ 20.00 Credit Card - \$ 25.00

4 Hour Transient Jetski

Cash - \$ 5.00 Credit Card - \$ 7.00

Overnight Rates (Check-out Noon)

Overnight - Boat Rate

Credit Card - \$ 2.00 per foot / per night

Cash - \$ 1.75 per foot / per night

Overnight Jet Ski less than 12'

Credit Card - \$ 16.00 per night

Cash - \$ 15.00 per night

ORDINANCE NO. _____

AN ORDINANCE APPROVING A NEW FEE SCHEDULE FOR THE PAPER DISTRICT MARINA.

WHEREAS, this City Commission authorized and directed the City Manager to enter into an Agreement with Towboat Marine, LLC, of Sandusky, Ohio, for the operation and management of the Paper District Marina for CY 2022 with the option to extend for CY 2023 by Ordinance No. 21-196, passed on December 13, 2021; and

WHEREAS, Towboat Marine, LLC of Sandusky, Ohio, has been operating the Paper District Marina since 2016 and there has not been an increase for seasonal rates during this time, only an increase for transient rates beginning in the 2022 boating season; and

WHEREAS, it is desired to approve a new fee schedule for the Paper District Marina to be effective on January 1, 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 Municipal Departments, including the Division of Recreation, 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 approves the proposed new fee schedule for the Paper District Marina as recommended by the City Manager to become effective on January 1, 2023, a copy of which is marked Exhibit "A" attached to this Ordinance and is specifically incorporated as if fully rewritten herein, and that these fees shall be published in the Index of Fees maintained by the Department of Recreation.

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: November 14, 2022



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634
towboatmarine@gmail.com

October 1, 2022

Jason Werling, Recreation Superintendent
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Re: Paper District Marina Rates Increase for 2023 Season

Seasonal Rates

30' Seasonal Dock	\$2,300.00 ***
36' Seasonal Dock	\$2,950.00 ***
40' Seasonal Dock	\$3,200.00 ***
Jet Ski on Jet Dock	\$ 750.00
Jet Ski in water	\$ 525.00 per jet ski
Second Small Boat (Dingy / Tender less than 10 Foot same slip)	\$ 750.00

*****Only Seasonal Dock Holders, No Power, limited space or same slip*****

*****A 5 % Credit Card Convenience Fee applied to seasonal rates if use Credit Card*****

4 Hour - Transient Dock Rates

4 Hour Transient - No Power & Water	Cash - \$ 15.00	Credit Card - \$ 18.00
4 Hour Transient - Power & Water	Cash - \$ 20.00	Credit Card - \$ 25.00
4 Hour Transient - Pump-Out	Cash - \$ 20.00	Credit Card - \$ 25.00
4 Hour Transient Jetski	Cash - \$ 5.00	Credit Card - \$ 8.00 ***

less than 12' / 3 seater & less, in designated area

Overnight Rates - Noon Check-Out (LOA)

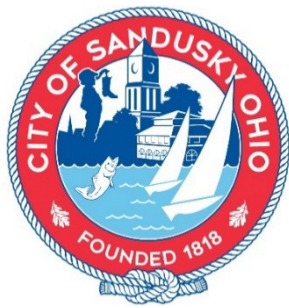
Overnight	Cash - \$ 1.85 per foot / per night **** (LOA)	Credit Card - \$ 2.00 per foot / per night (LOA)
Overnight Jet Ski less than 12'	Cash - \$ 15.00 per night	Credit Card - \$ 20.00 per night
Overnighters Pump-out Rate	Cash - \$ 15.00	Credit Card \$ 18.00

****New Proposed OFF Season Weekly Rate*****

(Starts 1st Monday after September 10th and Ends 1st Sunday after May 1st.)

Weekly Rate - 24' and less (LOA)	\$ 225.00
Weekly Rate - 25' - 30' (LOA)	\$ 275.00
Weekly Rate - 32' - 42' (LOA)	\$ 350.00
Weekly Rate 43' and Greater (LOA)	\$ 500.00

To stay consistent with the industry standard, Length Over All (LOA) is charged instead of registered length due to excessive swim platforms, bow pulpits and dinghys.



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane Cullen, P.E.

Date: October 31, 2022

Subject: Commission Agenda Item – Award a contract for WWTP Secondary Digester #3 Cleanout Project

ITEM FOR CONSIDERATION: Legislation awarding a contract to Burch Hydro, Fredericktown, OH for the WWTP Secondary Digester #3 Cleanout Project.

BACKGROUND INFORMATION: The WWTP Secondary Digester#3 Cleanout Project involves removing an estimated 100,000 gallons of Class B Biosolids (a.k.a. sludge cake) and dewatered combined material from the Secondary Digester #3, hauling and disposal of the sludge material in accordance with environmental regulations, and cleaning of the digester. Without this regular cleaning maintenance, we risk costly mechanical breakdowns and a disruption in processes at the plant.

This project included an alternate bid in the event of sludge material that cannot be accepted at the Plant and would need hauled to the landfill. The engineer's estimate for this project was \$80,000.

One (1) bid was received on October 27, 2022 at a formal public bid opening;

Burch Hydro, Inc.	Base Bid: \$41,060.00	100% Bond
Fredricktown, OH	<u>Alternate Bid: \$27,677.68</u>	
	Total=\$68,737.68	

Burch Hydro also performed the previous digesters (#1 and #2) cleaning projects and is familiar with our plant facility and typical sludge they will be dealing with.

BUDGETARY INFORMATION: The total cost for this cleanout work is \$68,737.68, which includes the alternate bid, and will be paid from the Sewer Fund.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to award a contract to Burch Hydro, Inc. of Fredricktown, Ohio for the the WWTP Secondary Digester #3 Cleanout Project. and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to allow the contractor time to complete the project by the deadline of April 7, 2023.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: Burch Hydro- Digester Clean out

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

Account #613-5420-53000

By: _____



Michelle Reeder

Finance Director

Dated: 11/9/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BURCH HYDRO INC. OF FREDERICKTOWN, OHIO, FOR THE WWTP (WASTEWATER TREATMENT PLANT) SECONDARY DIGESTER #3 CLEANOUT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Treatment Plant generates biosolids called sludge cake, along with other dewatered and compressed solid byproducts, during daily operations and these byproducts build up inside the “digesters” which break down the waste and in order to properly maintain the digester structures, they must be emptied and cleaned regularly; and

WHEREAS, the WWTP Secondary Digester #3 Cleanout Project involves removing an estimated 100,000 gallons of Class B Biosolids (sludge cake) and dewatered combined material from the Secondary Digester #3 at the Wastewater Treatment Plant, and includes hauling and disposal of the material in accordance with environmental regulations, and then cleaning of the digester; and

WHEREAS, this project included an Alternate Bid for disposal at the Erie County Landfill in the event the sludge material cannot be accepted at the Plant; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the WWTP Secondary Digester #3 Cleanout Project by Resolution No. 055-22R, passed on October 10, 2022; and

WHEREAS, upon public competitive bidding as required by law three (3) appropriate bids were received and the bid from Burch Hydro Inc. of Fredericktown, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost for this cleanout work, including the Alternate bid, is \$68,737.68 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to complete the project by the completion deadline of April 7, 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 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 Burch Hydro Inc., of Fredericktown, Ohio, for the WWTP Secondary Digester #3 Cleanout Project in an amount **not to exceed** Sixty-Eight Thousand Seven Hundred Thirty-Seven and 68/100 Dollars (\$68,737.68) consistent with the bid submitted by Burch Hydro Inc., of Fredericktown, 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.

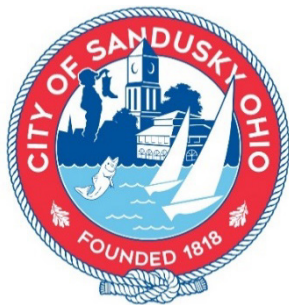
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: November 14, 2022



DEPARTMENT OF PUBLIC WORKS

240 Columbus Ave.
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: Eric Wobser, City Manager

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

Date: November 1, 2022

Subject: **Commission Agenda Item – Permission to Bid the 2022 W. Monroe St. Drainage Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2022 W. Monroe St. Drainage Project.

BACKGROUND INFORMATION: As a response to localized historical flooding issues in the W. Monroe Street and Decatur St. area, this project looks to re-route stormwater runoff westward to Central Ave. where there is ample capacity to take the additional flow. Currently there is a single combined sewer in the intersection and along each of W. Monroe and Decatur Streets. Due to the limited capacity within these existing combination sewers, backups occur in this area on a regular basis during heavy rain events. Adding a dedicated storm sewer in the intersection and directing the road runoff westward will take a great amount of the stormwater flows out of this sewer and into a larger “trunk” sewer that exists on Central Ave.

This project specifically adds a 12” storm sewer dedicated for carrying stormwater flows westward, away from this intersection, collecting runoff from 8 new catch basin structures that will have ability to take more runoff than the existing basins. This project was designed in-house and will take the most economical route, in the boulevard area of central park, to expedite construction and reduce the maintenance of traffic.

Engineering staff stresses the importance to get this project bid as quickly as possible because it is planned to be a precursor to the 2023 W. Monroe Street paving project, which will resurface the intersection of Monroe and Decatur, where catch basins are planned to be installed.

Additionally, a roadway and drainage project was recently awarded and planned for 2027, running from Camp Street to Decatur Street. Sandwiched between these two projects is W. Monroe Street and Stormwater – Broadway to Camp in 2024, and a drainage project on W. Monroe Street from Broadway to Mills Creek later in 2023.

BUDGETARY INFORMATION: The estimated cost of the project construction costs is \$108,180 paid entirely with Sewer funds.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the 2022 West Monroe Street Drainage Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid as soon as possible in the 2022 calendar year. Bidding the project as soon as possible will allow enough time for all work to be complete prior to the Monroe Street paving project next spring.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2022 WEST MONROE STREET DRAINAGE PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, currently there is a single combined sewer in the intersection and along each of W. Monroe and Decatur Streets and due to the limited capacity within these existing combination sewers, backups occur on a regular basis during heavy rain events; and

WHEREAS, the 2022 W. Monroe Street Drainage Project involves the re-routing of stormwater runoff from the W. Monroe Street and Decatur Street area westward to Central Avenue where there is ample capacity to take the additional flow and specifically the project will add a 12" storm sewer dedicated for carrying the stormwater flows westward, away from the intersection, collecting runoff from eight (8) new catch basin structures that will have the ability to take more runoff than the existing basins; and

WHEREAS, the estimated construction cost of the project is \$108,180.00 and will be paid with Sewer Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to obtain competitive bids, award a contract and allow the project to be completed prior to the Monroe Street Paving Project planned for next spring; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2022 W. Monroe Street Drainage Project be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2022 W. Monroe Street Drainage Project, at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed 2022 W. Monroe Street Drainage Project, as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 14, 2022



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.cityofsandusky.com

TO: Eric Wobser, City Manager
FROM: Jared Oliver, Police Chief
DATE: October 24, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation authorizing the City Manager to enter into an agreement between the City of Sandusky and Millennium Operations d/b/a Cedar Point to provide Law Enforcement/Police Services for Cedar Point and their properties.

BACKGROUND INFORMATION: Earlier this year representatives from Cedar Point informed city staff that they were no longer going to provide Law Enforcement/Police Services on their properties in 2023. On June 24, 2022, the City and Cedar Point issued a joint statement that the policing authorities of the Cedar Point Police Department would be fully transitioned into the Sandusky Police Department's operation. The City entered into negotiations with representatives of Cedar Point to begin providing these services for them effective April 1, 2023. The negotiations led to the proposed agreement whereas Cedar Point agrees to pay the city an amount equal to twelve (12) month's salary and benefits for five (5) Police Officers. The city agrees to provide coverage that is equivalent of two (2) Police Officers to Cedar Point for all operating hours during the 2023 season and additional supplemental police coverage based on operating needs.

BUDGETARY INFORMATION: For the 2023 park operating season Cedar Point will reimburse the city a total of \$529,185.58.

ACTION REQUESTED: It is requested that the proper legislation be prepared authorizing the City Manager to enter into an agreement with the Millennium Operations d/b/a Cedar Point to provide Law Enforcement/Police Services for Cedar Point and their properties. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to execute this agreement and allow the Police Department sufficient time to prepare for providing these services set to take effect on April 1, 2023.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

Eric Wobser, City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH MILLENNIUM OPERATIONS LLC D.B.A. CEDAR POINT FOR LAW ENFORCEMENT / POLICE SERVICES TO BE PROVIDED BY THE SANDUSKY POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Cedar Point had been evaluating its security operation and earlier this year informed the City of their intention to no longer provide law enforcement services on their properties; and

WHEREAS, on June 24, 2022, the City and Cedar Point issued a joint statement that the policing authorities of the Cedar Point Police Department would be fully transitioned into the Sandusky Police Department's operation and the Cedar Point Department would focus solely on security operations at Cedar Point and its local affiliated properties; and

WHEREAS, in accordance to the proposed Services Agreement, the City will provide coverage that is equivalent of two (2) Police Officers to Cedar Point and additional supplemental police coverage based on operating needs during Cedar Point's operating season and hours during the term of the agreement from April 1, 2023, through March 31, 2028, and Cedar Point will pay the City an amount equal to twelve (12) month's salary and benefits for five (5) Police Officers for the 2023 park operating season; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to execute this agreement and allow the Police Department sufficient time to prepare for providing these service set to take effect on April 1, 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 Municipal Departments, including the Police Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a Services Agreement with Millennium Operations LLC d.b.a. Cedar Point for Law Enforcement / Police Services to be provide by the Sandusky Police Department

for the period of April 1, 2023, through March 31, 2028, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 14, 2022

SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement") is made and entered into as of **April 1, 2023** ("Effective Date") by and between **Millennium Operations LLC d/b/a Cedar Point**, located at **One Cedar Point Drive, Sandusky, OH 44870** ("CP"), and **City of Sandusky**, located at **240 Columbus Avenue, Sandusky, OH 44870** ("City").

WHEREAS, CP is the operator of the **Cedar Point** amusement/theme park which is located in **Sandusky, OH** (the "Park"); and

WHEREAS, City is in the business of providing **Law Enforcement/Police** services, and CP desires to contract with City to perform such services further defined herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties hereto agree to the terms and conditions stated below.

1. **Description of Services and Payment.** City agrees to provide dedicated police officer personnel as more particularly described in the Statement of Work ("SOW") attached hereto as **Exhibit A** ("Services"). Compensation and payment terms for the Services are set forth in **Exhibit A** of this Agreement.
2. **Term.** Subject to and in accordance with the terms set forth herein, this Agreement shall become effective as of the Effective Date and shall remain in full force and effect **until 11:59 pm on March 31, 2028** ("Term"), unless sooner terminated hereunder.
3. **Representations and Warranties.** City represents and warrants that City shall utilize certified law enforcement officers for all services contemplated under this Agreement.
4. **Insurance.** City is responsible for maintaining, at City's own expense, general liability, automobile liability, workers' compensation and employer's liability insurance.
5. **Confidentiality.** Subject to the Ohio Public Records Act, the parties shall consider all information furnished by the other to be confidential and shall not disclose any such information to any third party, or use such information itself for any purpose other than performing the Agreement, unless the receiving party obtains prior written permission from the disclosing party to do so.
6. **CP's Trademarks, Logos and Advertising.** Except as specifically required under this Agreement, and unless specifically agreed to in writing between the authorized representatives of each party, City has no right to and will not use in any way or for any purpose, CP's name, the name of its parent or any affiliates or subsidiaries, derivations or variations thereof or similar names, or any characters, designs, symbols, representations, figures, drawings, ideas or other matter or material whatsoever developed, held, owned or licensed by CP or any of its subsidiaries or affiliates.
7. **Termination.**
 - a. Either Party shall have the right to terminate this Agreement by providing written notification to the other party if the other party is in material breach of any representation, warranty, term condition or covenant of this Agreement and fails to cure that breach within ten (10) days after written notice, or the breaching party fails to provide the non-breaching party with assurance that the breach will be cured within a longer period of time that is acceptable to the non-breaching party, in either case, after receiving written notice of breaching party's breach and the non-breaching party's intention to terminate. The termination right contained herein will be in addition to any other remedies that the parties may have at law or in equity.

8. **Force Majeure.** In the event either party's ability, in whole or in part, to carry out its obligations under this Agreement is affected by reason of Force Majeure (as hereinafter defined), the obligations of such party will be suspended during the continuance of any such condition so caused (but only to the extent thereof) but for no longer period and such cause will be remedied insofar as possible with reasonable dispatch (except that the settlement of any strike, lockout or other industrial disturbance will be wholly within the control of the party whose obligations are suspended by reason hereof and, therefore, not a Force Majeure event). The term "Force Majeure" as used herein will mean any event caused by the occurrences beyond such parties' control, including, but not limited to, acts of God, fire or flood, war, terrorism, civil disturbance, epidemic, pandemic, governmental regulations, policies or actions enacted or taken subsequent to execution of the Agreement, or any labor, material, transportation or utility shortage or curtailment.

In the event either the City or the CP is unable to carry out any of its material obligations hereunder by reason of any Force Majeure and such condition extends for more than 180 days, CP and City, agree to meet and negotiate in good faith necessary modifications to the Agreement to allow for the fulfillment of the original intent and purpose of the Agreement to the greatest extent possible under the then current conditions. If the Parties are not able to agree on modifications to the Agreement within 30 days, CP or City, as the case may be, will be entitled to, in addition to any remedy it may have, terminate this Agreement, and enter into a new agreement with any other person or firm.

9. **Notice.** The parties shall give all notices and communications between the parties in writing by (a) personal delivery, (b) a nationally-recognized, next-day courier service, (c) first-class registered or certified mail, postage prepaid, or (d) electronic mail to the party's address specified in this Agreement, or to the address that a party has notified the other to be that party's address for the purposes of this section. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, on the earlier of the other party's receipt of it or the fifth business day after mailing it via next-day courier or first-class registered or certified mail.

To CP:

Millennium Operations LLC d/b/a Cedar Point Attn: Financial Accounting Manager One Cedar Point Drive Sandusky, OH 44870	Cedar Fair, L.P. Attn: Legal Department One Cedar Point Drive Sandusky, OH 44870
--	---

To City:

City of Sandusky Attn: Eric Wobser, City Manager 240 Columbus Avenue Sandusky, OH 44870
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10. **Relationship of Parties.** The parties shall be independent contractors pursuant to this Agreement. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party. The consideration of payment set forth in **Exhibit A** of this Agreement shall be the sole consideration due City for the services rendered hereunder and CP will not withhold any amounts for payment of taxes from any amounts due.

11. General Provisions.

- a. **Compliance with Laws.** City shall comply with all laws of any federal, state, local, provincial governmental or quasi-governmental authority relating to their respective Services under this Agreement.
- b. **Governing Law; Venue.** This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Ohio and the EXCLUSIVE VENUE for any actions brought under this Agreement will be in Erie County, Ohio.
- c. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
- d. **Assignment.** City shall not assign this Agreement or otherwise delegate any services to be provided hereunder without the prior written approval of CP. CP reserves the right to approve or disapprove all subcontractors proposed by City, which may be withheld at CP's sole discretion. City shall be fully responsible for all work performed by subcontractors.
- e. **Entire Agreement.** This Agreement (including any and all exhibits and schedules hereto) constitutes the entire agreement between the parties with respect to the matters, which are the subject hereof, and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to such subject matter hereof. This Agreement may not be modified except by written agreement duly executed by the party hereto against whom the modification is sought to be enforced.

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

"CP"

Millennium Operations LLC d/b/a Cedar Point

"City"

City of Sandusky

By: _____

Name: Jason McClure

Title: Senior VP, Park Operations

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**SERVICES AGREEMENT
EXHIBIT A**

STATEMENT OF WORK

<u>City:</u>	City of Sandusky
<u>Location of Services:</u>	Cedar Point One Cedar Point Drive Sandusky, OH 44870
<u>Service Dates:</u>	<p>The Service Dates shall include all dates during each of Cedar Point's operating seasons during the Term.</p> <p>Specific Service Dates, including Service Dates for future park operating seasons during the Term, shall be mutually agreed upon by Cedar Point and the City of Sandusky, and shall include all operating hours for Cedar Point.</p>
<u>Details of Services to be Rendered:</u>	<p>The City of Sandusky agrees to provide coverage that is the equivalent of (i) 2 police officers to Cedar Point for all operating hours during the 2023 season and (ii) additional supplemental police coverage based on operating needs.</p> <p>Cedar Point shall submit to the City of Sandusky the operating calendar with hours no less than 60 days in advance of the first operating day. Prior to each future park operating season after the 2023 season, Cedar Point shall have the right to reevaluate the number of equivalent police officers used to determine the level of coverage. Upon reevaluation, any adjustment to the number of equivalent police officers (including any changes in the total fee calculation as a result of such adjustment) shall be mutually agreed upon by Cedar Point and the City of Sandusky.</p> <p>Time for roll call at the police department offices prior to the shift, travel time to and from the park, including time to fuel vehicles, is included as part of this agreement. Changes in shift starting and/or ending times may be requested in advance by Cedar Point. Such requests shall be addressed to the appropriate shift supervisor for approval or denial.</p> <p>All records generated by officers working at Cedar Point shall be maintained by the Sandusky Police Department and are subject to applicable General Orders. Such records are subject to Ohio Public Records laws and may be subject to disclosure.</p> <p>The City of Sandusky reserves the right to determine which officers will be assigned to work at Cedar Point. Officers assigned to work at Cedar Point under the terms of this agreement are subject to the supervision and chain of command set forth by the City of Sandusky Police Department. Officers are subject to the City of Sandusky personnel policies, procedures, and practices. The City of Sandusky Police Department, in its sole discretion, shall have the power and authority to discipline officers assigned to Cedar Point. In the performance of their duties,</p>

	<p>officers shall coordinate and communicate with designated Cedar Point personnel but shall remain under the ultimate supervision of the City of Sandusky.</p> <p>The City of Sandusky shall be responsible for providing and maintaining all uniforms and equipment necessary for officer's to perform his/her duties as a police officer. The City of Sandusky shall provide a marked police vehicle for officers assigned to Cedar Point under terms of this agreement.</p>								
<u>City Responsibilities:</u>	City will execute City's duties to accomplish the above referenced <u>Exhibit A</u> to the best of City's ability.								
<u>CP's Responsibilities:</u>	<p>Cedar Point shall provide the following for officers assigned to work at the park:</p> <ol style="list-style-type: none"> Sufficient space to prepare reports, meet with complainants, interview suspects, etc. A computer with the ability to access the police department's records system. A secure place to temporarily store evidence/property that is only accessible to Sandusky Police Officers. 								
<u>Fees for Services Rendered & Payment Terms:</u>	<p>For the 2023 park operating season, Cedar Point agrees to pay the City of Sandusky an amount equal to twelve (12) month's salary and benefits for 5 police officers.</p> <p>For the 2023 park operating season, Cedar Point shall compensate City a total of \$529,185.58 (Five Hundred Twenty Nine Thousand One Hundred Eighty Five and 58/100ths Dollars) payable in accordance with the following schedule:</p> <table> <tr> <td><u>Amount:</u></td><td><u>Due:</u></td></tr> <tr> <td>\$132,296.40</td><td>30 Days prior to start of the season</td></tr> <tr> <td>\$264,592.78</td><td>On or prior to July 1st</td></tr> <tr> <td>\$132,296.40</td><td>Within 30 days prior to the end of the season</td></tr> </table> <p>For future park operating seasons, City of Sandusky shall provide new rates for the upcoming season on or before February 1 of such season.</p> <p>Overtime costs associated with covering the operating schedule provided shall be paid by the City.</p>	<u>Amount:</u>	<u>Due:</u>	\$132,296.40	30 Days prior to start of the season	\$264,592.78	On or prior to July 1 st	\$132,296.40	Within 30 days prior to the end of the season
<u>Amount:</u>	<u>Due:</u>								
\$132,296.40	30 Days prior to start of the season								
\$264,592.78	On or prior to July 1 st								
\$132,296.40	Within 30 days prior to the end of the season								

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ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF SANDUSKY A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF SANDUSKY AS SET FORTH IN A PETITION SUBMITTED TO THIS CITY COMMISSION, AND DECLARING AN EMERGENCY.

WHEREAS, Section 82 of the Charter of the City of Sandusky (“Charter”) provides in relevant part that upon receipt by the City Commission of a petition or petitions signed by at least ten per cent of the electors of the City setting forth a proposed amendment to the Charter, the City Commission shall submit the proposed amendment to the electors of the City; and

WHEREAS, a “Charter Amendment Petition” proposing an amendment to Section 25 of the Charter has been submitted to this City Commission, a copy of which is attached hereto, marked “Appendix A” for identification and fully incorporated herein; and

WHEREAS, this City Commission has caused said Charter Amendment Petition to be examined and has caused the signatures contained therein to be verified, and, based on the foregoing, including the certification of the Board of Elections of Erie County with respect thereto, the Board of Elections of Erie County has determined that the same contains the requisite number of signatures, and, therefore, the aforesaid Section 82 of the Charter imposes a mandatory obligation upon this City Commission to submit such amendments to the electors of the City; and

WHEREAS, an emergency exists in that in order to provide for the usual daily operation of a municipal department, it is necessary that this ordinance be immediately effective so that the Clerk of this City Commission can certify this ordinance to the election authorities immediately in order for the question to appear on the ballot at an special election to be held on March 14, 2023, and by reason thereof, this ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. The proposed amendments to the Charter of the City of Sandusky, as set forth in “Appendix A” which is attached hereto and made a part hereof as if fully rewritten herein, shall be submitted to a vote of the qualified electors of the City of Sandusky at an election to be held on Tuesday, the 14th day of March, 2023, at the regular places and times for voting in the City.

Section 2. It is the desire of the City Commission that the ballots for said question shall be in substantially the following form:

PROPOSED CHARTER AMENDMENT

A majority affirmative vote is necessary for passage.

Shall the Charter of the City of Sandusky, Section 25 be amended to include the following: Real property owned by the City, with the exception of existing or future park property owned by the City, may be sold or leased by the City with competitive bidding. Transparent negotiations for sale or lease of City property, by the City Manager, are required. The City Manager and City Commission shall not approve the sale, lease or private development on existing or future park property, in whole or part thereof, including park property under lease during the circulating of this Charter Amendment process, without approval by a majority of the electors of the City voting on the question at a general election. This Charter Amendment shall take effect and be in force from and after the earliest date allowed by law?

	YES
	NO

Section 3. If the foregoing amendment receives the affirmative vote of a majority of the electors voting thereon, then such amendment shall thereupon take effect at the time provided for thereby.

Section 4. The Clerk of the City Commission is hereby authorized and directed to forward a certified copy of this ordinance to the Board of Elections of Erie County.

Section 5. The Board of Elections of Erie County shall cause an appropriate notice to be duly given of the election to be held on March 14, 2023, on the foregoing amendment to the Charter of the City and otherwise provide for such election in the manner provided by the general laws of the State of Ohio.

Section 6. The Clerk of this City Commission is hereby authorized and directed to mail a copy of the proposed Charter amendments to each elector at least thirty days prior to the election to be held on March 14, 2023, as provided in Section 82 of the Charter, in Article XVIII, Section 9 of the Constitution of the State of Ohio, and in Section 731.211 of the Ohio Revised Code.

Section 7. There is hereby appropriated from the General Fund a sufficient sum of money to pay expenses related to the aforesaid special election.

Section 8. 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 9. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 14, 2022

Petition for Submission of Proposed Amendment to Charter

Constitution of Ohio, Art. XVIII, Section 9 and 14; R.C. 731.28 - .41, 3503.06

To be signed by ten percent of the electors, based upon the total vote cast at the last preceding general municipal election.

(NOTE - The below notice must be printed in red.)

NOTICE - Whoever knowingly signs this petition more than once, signs a name other than his own, or signs when not a legal voter is liable to prosecution.

To the Council, the legislative authority of the City _____ of _____
(City or Village)

72 Sandusky, Ohio.

We, the undersigned, qualified electors of the City _____ of _____
(City or Village)

72 Sandusky, Ohio respectfully petition the legislative authority to forthwith provide by

Ordinance, for the submission to the electors of said city or village, the following proposed amendment to the Charter of said city or village to-wit:

Be it Ordained by the Electors of the City of Sandusky.

An Amendment to Charter Section 25-Expenditures.

Amending Section 25 Paragraph 4 to read as follows:

Real property owned by the City, with the exception of existing or future park property owned by the City, may be sold or leased by the City with competitive bidding. Transparent negotiations for sale or lease of City property, by the City Manager, are required.

The City Manager and City Commission shall not approve the sale, lease or private development on existing or future park property, in whole or part thereof, including park property under lease during the circulating of this Charter Amendment process, without approval by a majority of the electors of the City voting on the question at a general election. This Charter Amendment shall take effect and be in force from and after the earliest date allowed by law.

APPENDIX "A"



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5776
www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: November 1, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an Ordinance and Fiscal Officer's Certificate for the issuance and sale of up to \$6,000,000 in Notes for the Justice Center project.

BUDGETARY INFORMATION:

This note sale will finance Justice Center construction costs. The construction contract was awarded to Mosser Construction for a total cost of \$10,623,800, with 40% being attributed to Sandusky Municipal Court operations and 60% attributed to Sandusky Police department operations. It is anticipated that the City will issue long term debt next year with debt service payments being paid from the Capital Projects and General Bond Retirement funds. The project is estimated to be ongoing for eighteen months.

ACTION REQUESTED:

It is requested that the City Commission accept the Fiscal Officer's Certificate and approve the ordinances in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is to allow adequate time to find a note buyer and secure funding as construction is in progress.

The City's Bond Counsel, Squire Patton Boggs (US) LLP, prepared the Ordinances.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

CC: Eric Wobser City Manager, Brendan Heil Law Director


FISCAL OFFICER'S CERTIFICATE
(Sandusky Justice Center)

To the City Commission of the
City of Sandusky, Ohio:

As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of \$6,000,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of paying costs of construction, renovation, furnishing and equipping of the City's Justice Center (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is thirty years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is twenty years from the date of issuance of the original securities issued for the improvement.

Dated: November 10, 2022



Finance Director
City of Sandusky, Ohio

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF THE CONSTRUCTION, RENOVATION, FURNISHING AND EQUIPPING OF THE CITY'S JUSTICE CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, this City Commission has requested that the Finance Director, as fiscal officer, certify the estimated life or period of usefulness of the improvement described in Section 1 and the estimated maximum maturity of the Bonds described in Section 1 and the Notes described in Section 3, to be issued in anticipation of the Bonds; and

WHEREAS, the Finance Director has certified that the estimated life or period of usefulness of that improvement is at least five years and that the maximum maturity of the Bonds is thirty years and the maximum maturity of the Notes is twenty years; and

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to provide funds to meet its obligations in connection with the improvements for the new Justice Center, which is urgently required for the safety and welfare of the City and its citizens, and by reason thereof, this ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount not to exceed \$6,000,000 (the Bonds) for the purpose of paying costs of construction, renovation, furnishing and equipping of the City's Justice Center.

Section 2. The Bonds shall be dated approximately September 1, 2023, shall bear interest at the now estimated rate of 6.5% per year, payable on June 1 and December 1 of each year, commencing December 1, 2023, until the principal amount is paid, and are estimated to mature in thirty annual principal installments such that the total principal and interest payments in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The first principal installment is estimated to be made on December 1, 2024.

Section 3. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount not to exceed \$6,000,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall bear interest at a rate not exceeding 6.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than five months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the St. Paul, Minnesota corporate trust office or

other designated office of U.S. Bank National Association, or at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser.

Section 5. The Notes shall be signed by the Ex-Officio Mayor and the Finance Director, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Finance Director, provided that no such denomination shall be less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in

book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with that officer's determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rate or rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Ex-Officio Mayor, the City Manager, the Finance Director, the Law Director, the Clerk of the City Commission (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office) and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the special fund established for those proceeds, and those proceeds are appropriated thereto and shall be used for the purpose for which the Notes are being issued. Any portion of the proceeds from the sale of the Notes representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued in the indicated installments without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Notes are hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of

which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, including the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Notes, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations”. Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as “qualified tax-exempt obligations”, it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. This City Commission hereby retains the firm of Squire Patton Boggs (US) LLP pursuant to an engagement letter which has been delivered to the City by that firm in order to

furnish legal services in connection with the issuance of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such law firm in rendering such services as are approved by the Finance Director and the Law Director, which such fees shall not exceed \$15,000. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 12. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director, which such fee shall not exceed \$10,000. In rendering those financial advisory services, as an independent contractor and in a financial advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 13. If, in the judgment of the Finance Director, the filing of an application for a rating on the Notes by one or more nationally recognized rating agencies is in the best interest of and financially advantageous to this City, the Finance Director is authorized to prepare and submit such application, to provide to each such agency such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating, from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. Any actions heretofore taken in conformance herewith are hereby ratified, confirmed and approved.

The expenditure of the amounts necessary to secure those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Finance Director is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 14. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance to the County Auditor.

Section 15. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. 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 17. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 14, 2022