



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
January 28, 2013 at 5 p.m.  
City Hall, 222 Meigs Street**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**

**ROLL CALL**

J. Smith, J. Farrar, P. Brown, J. Hamilton, D. Cole, W. Poole & K. Grohe

**APPROVAL OF MINUTES**

January 14, 2013

**AUDIENCE PARTICIPATION**

Agenda items listed below only (3 minute limit)

**COMMUNICATIONS**

Motion to accept all communications submitted below

**CURRENT BUSINESS**

**ITEM #1 – Submitted by Scott Miller, Director of General Services**

**Budgetary Information:** The city is responsible for the disposition of unneeded personal property to promote operational efficiency. Using public internet auction for the disposal of unneeded vehicles and equipment will generate more revenue and make items available to a larger community of potential buyers.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the intent of the City of Sandusky to dispose of personal property and equipment as having become obsolete, unnecessary or unfit for city use through internet auctions during the calendar year 2013; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #2 – Submitted by Scott A. Miller, Director of General Services**

**Budgetary Information:** No general fund money will be required for this purchase. This purchase has been budgeted for in the water fund and sufficient funds are available to purchase the vehicle.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring a 2000 Chevrolet Astro van, VIN #1GDCM19WOYB215039, as unnecessary and unfit for city use pursuant to Section 25 of the city charter; authorizing and directing the city manager to purchase one 2013 Dodge Ram Compact Cargo van tradesman from Key Chrysler and Jeep, Inc., of Xenia, Ohio, through the State of Ohio Department of Administrative Services cooperative purchasing program for the water distribution division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #3 – Submitted by Carrie R. Handy, Chief Planner**

**Budgetary Information:** The City of Sandusky will award Community Action Commission of Erie, Huron and Richland Counties, Inc. (CACEHR) \$100,000 to provide emergency home repairs and accessibility modifications to low- and moderate income single-family homeowners in Sandusky under the rules and regulations of the Community Development Block Grant program. The maximum assistance is \$7,999 per household. CACEHR is providing \$28,510 from other local and government program funding sources. There is no impact to the city's general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the city manager to enter into a subrecipient agreement with the Community Action Commission of Erie, Huron and Richland Counties, Inc., and to expand an amount not to exceed \$100,000 from the FY 2012 Community Development Block Grant funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 – Submitted by Douglas A. Keller, Water Services Superintendent**

**Budgetary Information:** The cost for this work is \$32,250 and will be paid out of the water fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the city manager to expend the necessary funds for the emergency repair work performed at the Big Island Water Works by Speer Bros., Inc., of Sandusky, Ohio, in the amount of \$32,250; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #5 – Submitted by Thomas Schwan, Transit Administrator**

**Budgetary Information:** There is no additional cost associated with this lease. It is intended to cooperatively plan for the future of transit services in Sandusky, Erie County political subdivisions and local agencies.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the city manager to enter into a lease agreement with Serving Our Seniors, for the purpose of leasing a 2007 Ford wheelchair accessible passenger van for the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**CITY MANAGER'S REPORT**

**OLD BUSINESS**

**NEW BUSINESS**

**AUDIENCE PARTICIPATION**

Open discussion on any item (5 minute limit)

**EXECUTIVE SESSION(S)**

**ADJOURNMENT**

**Buckeye CableSystem broadcasts on Cable Channel 81:**

**Monday, January 28 at 8:30 p.m.**

**Tuesday, January 29 at 5 p.m.**

**Monday, February 4 at 7 p.m.**



## Department of General Services

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Scott A. Miller, Director  
[smiller@ci.sandusky.oh.us](mailto:smiller@ci.sandusky.oh.us)

1024 Cement Avenue  
Sandusky, OH 44870

Fleet Maintenance  
Greenhouse  
Horticultural Services  
Oakland Cemetery & Memorial Park  
Municipal Buildings  
Traffic Services  
Recreation

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To: Nicole Ard, City Manager  
From: Scott A. Miller, Director of General Services  
Date: January 15, 2013  
Subject: Commission Agenda Item

**ITEMS FOR CONSIDERATION:** It is requested that the City Commission approve legislation declaring the City's intent to sell unneeded vehicles and equipment through the use of public internet auction for the calendar year 2013.

**BACKGROUND INFORMATION:** ORC, Section 721.15 (D) requires the adoption of a resolution expressing the intent of the City of Sandusky to sell unneeded property by internet auction during each calendar year. Each item shall be offered for sale for a minimum of ten (10) calendar days and shall be paid for as described in the "Online Sales Terms and Conditions of the City of Sandusky" (Exhibit A). Shipping and delivery costs shall be the responsibility of the purchaser. The representative for the City for the purpose of internet auctions shall be the Director of General Services. Internet auctions shall be conducted by using [govdeals.com](http://govdeals.com), [propertyroom.com](http://propertyroom.com), [assetnation.com](http://assetnation.com), [ebay.com](http://ebay.com) [government surplus](http://government-surplus.com), or such other websites that are found to be most effective and efficient in disposing of the items at the best price obtainable which have been designated for disposal by the Director of General Services and declared unnecessary and unfit for City use by the City Commission. A Notice of public internet auction items shall be listed on the City of Sandusky website for a period of fourteen days prior to the actual online auction and shall include which public internet auction site each item is available for bidding.

**BUDGETARY INFORMATION:** The City is responsible for the disposition of unneeded personal property to promote operational efficiency. Using public internet auction for the disposal of unneeded vehicles and equipment will generate more revenue and make items available to a larger community of potential buyers.

**ACTION REQUESTED:** It is requested that legislation be approved authorizing the disposal of the vehicles and equipment through the use of public internet auction. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter so the City can begin using the auction sites as soon as possible.

Approved:

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Nicole Ard  
City Manager

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

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF SANDUSKY TO DISPOSE OF PERSONAL PROPERTY AND EQUIPMENT AS HAVING BECOME OBSOLETE, UNNECESSARY OR UNFIT FOR CITY USE THROUGH INTERNET AUCTIONS DURING THE CALENDAR YEAR 2013; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, pursuant to Ohio Revised Code Section 721.15(D), the City is required to adopt a Resolution, during each calendar year, expressing its intent to sell personal property that has become unneeded, obsolete or unfit for municipal purposes by internet auction; and

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

**WHEREAS**, the internet auctions will be conducted in accordance to the City's online sales terms and conditions and each item shall be offered for sale for a minimum of ten (10) calendar days; 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 begin conducting sales through internet auctions 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 Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. This City Commission hereby declares its intent to use internet auctions as a means to dispose of personal property that this Commission has declared as obsolete, unnecessary or unfit for City use during the calendar year 2013.

Section 2. This City Commission authorizes and directs the City Manager or designee to conduct the internet auctions in accordance to the City's on-line sales terms and conditions, a copy of which is on file in the office of the Director of General Services and attached to this Resolution, marked Exhibit "A", and specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with the

objectives and requirements of this Ordinance.

Section 3. The Clerk of the City Commission be and is hereby directed to publish notice of the City's intent to dispose of personal property and equipment as having become obsolete, unnecessary or unfit for City use through internet auctions pursuant to Ohio Revised Code Section 721.15(D).

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 hereof, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter from and after its adoption and due authentication by the President and the Clerk of the City Commission.

\_\_\_\_\_  
JOHN F. HAMILTON  
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 28, 2013



## City of Sandusky Sandusky, Ohio Online Sales - Terms and Conditions

**All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.**

**Guaranty Waiver.** All assets are offered for sale “AS IS, WHERE IS.” **Seller** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

**Description Warranty.** **Seller** warrants to the Buyer the property offered for sale will conform to its description. Any claim for mis-description must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

**Personal and property risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** or any other internet auction host from liability therefore.

**Inspection.** Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

**Consideration of Bid.** **Seller** reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

**Buyer’s Certificate.** Successful bidders will receive a Buyer’s Certificate by email from **GovDeals** or where it applies with any other internet auction websites.

**Buyers Premium.** If a **Buyers Premium** if applicable, is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

**Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website or such internet auction website where the item is sold. Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover
- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds)

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

**Removal.** All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on **GovDeals** or where it applies to any other internet auction host website . Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

**Sales to Employees.** Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



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## DEPARTMENT OF GENERAL SERVICES

Scott A. Miller, Director  
[smiller@ci.sandusky.oh.us](mailto:smiller@ci.sandusky.oh.us)

1024 Cement Avenue  
Sandusky, OH 44870

Fleet Maintenance  
Greenhouse  
Horticultural Services  
Oakland Cemetery & Memorial Park  
Municipal Buildings  
Traffic Services  
Recreation

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TO: Nicole Ard, City Manager  
FROM: Scott A. Miller, Director of General Services  
DATE: January 15, 2013  
RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Legislation to purchase one (1) 2013 Dodge Ram Compact Cargo Van Tradesman, Model RTKE53 from Key Chrysler and Jeep, Inc. of Xenia, Ohio, for the Water Distribution Division, in the Amount of \$19,892.17.

**BACKGROUND INFORMATION:** The above listed vehicle is available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract Number RS901513, from Key Chrysler and Jeep, Inc. of Xenia, Ohio. Local Dealerships were contacted but did not submit a quotation or could not provide an equivalent vehicle for purchase.

This new vehicle will replace the 2000 Chevrolet Astro Van, VIN# 1GDCM19W0YB215039, with 138,043 miles. It is used in the Water Distribution Division for water meter installation and repairs. It also provides transportation for meter reading and carries tools and parts for water meters and valves. The Astro Van needs to be replaced because of its aged condition. It is beyond its useful life as determined by the Fleet Maintenance Supervisor. The Astro Van should be auctioned on Gov Deals with the revenue from the sale of the vehicle to be put in the Water Fund.

The new van will hold up to the needs of the Water Distribution Division. The life expectancy of the new vehicle would be 12 years or 140,000 Miles.

**BUGETARY INFORMATION:** **No General Fund money will be required for this purchase.** This purchase has been budgeted for in the Water Fund and sufficient funds are available to purchase the vehicle.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared declaring the 2000 Chevrolet Astro Van unnecessary and unfit for City use and approval to purchase one (1) 2013 Dodge Ram Compact Cargo Van Tradesman, Model RTKE53 from Key Chrysler and Jeep, Inc. of Xenia, Ohio in an amount not to exceed \$19,892.17. It is further requested that the legislation to be passed under suspension of the rules in full accordance with section 14 of the City Charter to allow the order to be placed and receive the vehicle so the Water Distribution Division can begin using the new vehicle at the earliest opportunity.

Approved:

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Nicole Ard, City Manager





2020 North Detroit Street  
 Xenia, Ohio 45385  
 (800) 539-3325 Ph (937) 502-4202 Fax  
 Jim Collins (937) 414-2425  
[jcollins@key-chrysler.com](mailto:jcollins@key-chrysler.com)  
 Contractors ID #31-0797562  
 Ohio Registration #405989

Quotes Are In Complete Compliance With Current Contracts And Ohio House Bill 204		DATE:	
Quote To:		Uppfitter's Quote From:	
		QUOTE:	
		CUSTOMER ID:	
		P.O.# :	
		FED. TAX I.D. :	
		COUNTY:	
Agency:		Contact Person:	Contact Phone: Contact Fax:
		email:	
		Contact Cell:	
		VON Number(s):	
SALESPERSON	DEAL NUMBER (S)	STOCK NUMBER(S)	IGNITION KEY
Jim Collins			

**Please Check Items And Quantities Necessary For Quote Or Order**

Check Here	Qty	Item	Description	Unit Price	Line Total
		<b>RTKE53</b>	<b>2013 RAM C/V 3.6L V6 FFV A/Trans</b>	<b>\$ 19,549.00</b>	<b>19,549.00</b>
		BA107	107 Db Electronic Back-up Alarm	\$ 100.00	
		3020 DC	Safety Partition - Steel With Plexiglas Window	\$ 550.00	
		GC-ST	Safety Partition - Steel	\$ 401.00	
		JPR	Eight (8) Way Power Driver's Seat	\$ 183.34	
		XGC	MOPAR Solid Window Inserts (steel window inserts all positions behind front doors.)	\$ (500.00)	
		TT30	30 Day Temporary Tag	\$ 18.50	18.50
		Tech Authority	Chrysler Online Service & Parts Manual Subscription (Free To Ohio Fleet Orders)	NO CHARGE	Yes
		CKL	MOPAR Cargo Compartment No-Slip Cushion Floor Mat (approximately 3/4" thick)	\$ 297.67	297.67
		CXU	MOPAR Deluxe Load Floor W/Compartments	\$ 504.70	
		AAJ	Uconnect Bluetooth Hands Free Group	\$ 632.42	
		WARRANTY	5 Year 100,000 Mile Maximum Care \$0 Deductible OEM Extended Warranty	\$ 2,795.00	
		AHT	Trailer Tow Group	\$ 545.90	
		GC4	Rear Side Glass Vents (makes the C/V a complete window van)	\$ 55.00	
		LMN	Daytime Running Lights	\$ 37.08	
		RHB	Media Center 430 CD/DVD/HDD W/NAVIGATION Radio	\$ 1,274.11	
		NHK	110 VAC Engine Block Heater	\$ 87.55	
		LSA	Security Alarm	\$ 179.22	
		DELV	Delivery \$0.25 Per Mile Round Trip (use Mapquest) Minimum Charge Is \$50.00	\$ 0.25	
<b>PAINT COLORS</b>					
		PXR	Brilliant Black Crystal Pearl	NO CHARGE	
		PW1	Stone White Clear Coat	NO CHARGE	
		PSC	Billet Silver Metallic	NO CHARGE	Yes
		PBU	True Blue Clear Coat	NO CHARGE	Yes
		PRM	Redline Two Coat Pearl	NO CHARGE	

**Ohio DAS Truck & Cargo Van Contract RS901513**

TRADE INS ACCEPTED - CALL FOR APPRAISAL FORM & TRADE PHOTO DETAILS  
 MUNICIPAL \$1.00 BUYOUT LEASE PROGRAMS AVAILABLE - CALL FOR QUOTE

PLEASE NOTE:

THIS SIGNED QUOTE SHALL BECOME A CONTRACT BETWEEN KEY CHRYSLER JEEP DODGE RAM, INC. AND CUSTOMER, AUTHORIZING KEY CHRYSLER JEEP DODGE RAM INC. TO ORDER & PROVIDE SATISFACTORY DELIVERY OF THE ABOVE VEHICLE(S)

Each Vehicle

Total Cost

+ 27<sup>00</sup> Key  
**\$ 19,892.00**

Quote Accepted By:

Date:

Purchase Order # :

+ 1 Key = 27<sup>00</sup>

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

**AN ORDINANCE DECLARING A 2000 CHEVROLET ASTRO VAN, VIN #1GDCM19WOYB215039, AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE ONE (1) 2013 DODGE RAM COMPACT CARGO VAN TRADESMAN FROM KEY CHRYSLER AND JEEP, INC., OF XENIA, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE WATER DISTRIBUTION DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, it has been determined by the Fleet Maintenance Supervisor that the 2000 Chevrolet Astro Van which is used in the Water Distribution Division for water meter installation and repairs in addition to providing transportation for meter reading and carrying tools and parts for water meters and valves needs to be replaced based upon its aged condition, is beyond its useful life and is no longer of any value to the City and is recommending this van be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the revenue from the sale being placed in the Water Fund; and

**WHEREAS**, it is recommended to replace the 2000 Chevrolet Astro Van with a 2013 Dodge Ram Compact Cargo Van Tradesman, Model RTKE53; and

**WHEREAS**, the 2013 Dodge Ram Compact Cargo Van Tradesman, Model RTKE53, from Key Chrysler and Jeep, Inc., of Xenia, Ohio, is 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 purchase price of the 2013 Dodge Ram Compact Cargo Van Tradesman, Model RTKE53, is \$19,892.17 and will be paid with Water Funds which have been budgeted for and are available; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the cargo van to be ordered and received so the Water Distribution Division can begin using the cargo van 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 Water Distribution 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. This City Commission finds and determines that the 2000 Chevrolet Astro Van, VIN #1GDCM19WOYB215039, is unnecessary and unfit

for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of this personal property no longer needed for City purposes through public auction, sale process or internet auction with the proceeds from sale to be placed in the Water Fund.

Section 2. The City Manager is authorized and directed to purchase one (1) 2013 Dodge Ram Compact Cargo Van Tradesman, Model RTKE53, from Key Chrysler and Jeep, Inc., of Xenia, Ohio, at an amount **not to exceed** Nineteen Thousand Eight Hundred Ninety Two and 17/100 Dollars (\$19,892.17).

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 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.

\_\_\_\_\_  
JOHN F. HAMILTON  
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 28, 2013

**TO:** Nicole Ard  
City Manager

**FROM:** Carrie R. Handy, Chief Planner  
Department of Planning, Engineering and Development

**DATE:** January 16, 2013

**SUBJECT:** Commission Agenda Item – U.S. Department of Housing and Urban  
Development: FY2012 Community Development Block Grant (CDBG) –  
Community Action Commission of Erie, Huron, Richland Counties, Inc.  
Subrecipient Agreement.

**ITEM FOR CONSIDERATION:**

Legislation for the approval of the CDBG Program Subrecipient Agreement between the City of Sandusky and Community Action Commission of Erie, Huron, Richland Counties, Inc. (CACEHR) which will provide emergency home repairs and accessibility modifications to low- and moderate income single-family homeowners in Sandusky. The CDBG Funds shall be utilized only to assist Sandusky residents.

**BUDGETARY INFORMATION:**

The City of Sandusky will award CACEHR \$100,000 to provide emergency home repairs and accessibility modifications to low- and moderate income single-family homeowners in Sandusky under the rules and regulations of the Community Development Block Grant Program. The maximum assistance is \$7,999.00 per household. Erie-Huron Counties Community Action Agency, Inc. is providing \$28,510 from other local and government program funding sources. There is no impact to the City's General Fund.

**ACTION REQUESTED:**

It is requested that this legislation be passed in accordance with Section 14 of the City Charter in order to execute the Sub-recipient Agreement to allow the Community Action Commission of Erie, Huron, Richland Counties, Inc. to begin assisting homeowners as expeditiously as possible and to expend the funds before the deadline of June 30, 2013.

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Carrie Handy  
Chief Planner

I concur with this recommendation:

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Nicole Ard  
City Manager

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE COMMUNITY ACTION COMMISSION OF ERIE, HURON & RICHLAND COUNTIES, INC., AND TO EXPEND AN AMOUNT NOT TO EXCEED \$100,000.00 FROM THE FY 2012 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

**WHEREAS**, the City of Sandusky will award the Community Action Commission of Erie, Huron & Richland Counties, Inc. \$100,000.00 to provide emergency home repairs and accessibility modifications to low and moderate income single-family homeowners in Sandusky under the rules and regulations of the Community Development Block Grant; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Community Action Commission of Erie, Huron & Richland Counties, Inc. to begin providing assistance to homeowners in Sandusky as soon as possible and to expend the funds before the deadline of June 30, 2013; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with the Community Action Commission of Erie, Huron & Richland Counties, Inc., 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 the purpose thereof as set forth in the preamble hereto, to provide emergency home repairs and accessibility modifications to low and moderate income single-family homeowners in Sandusky and authorizes the City Manager and/or Finance Director to expend funds in an amount **not to exceed** One

Hundred Thousand and 00/100 Dollars (\$100,000.00) from the FY 2012 Community Development Block Grant Funds to the Community Action Commission of Erie, Huron & Richland Counties, Inc.

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.

\_\_\_\_\_  
JOHN F. HAMILTON  
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 28, 2013

**City of Sandusky**  
**Department of Engineering, Planning and Development**  
**Public Services**  
**Subrecipient Agreement**

This agreement entered into as of \_\_\_\_\_, 2013, by and between the City of Sandusky (hereinafter referred to as "City"), 222 Meigs Street, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Engineering, Planning and Development, and the Community Action Commission of Erie, Huron and Richland Counties, Inc., (hereinafter referred to as "Subrecipient"), located at 908 Seavers Way, Sandusky, OH 44870.

WITNESSETH THAT:

WHEREAS, pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to provide emergency home repairs and/or accessibility modifications to qualified homeowners in Sandusky;

WHEREAS, it is necessary that the City and the Subrecipient enter into an AGREEMENT for the implementation of said activity;

NOW, THEREFORE, the parties do hereby agree as follows;

**1. Responsibility for Grant Administration**

The City, acting through the Department of Development, is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of Subrecipients or Contractors does not relieve the City of its responsibility. The City is also responsible for determining the adequacy of performance under Subrecipient Agreements and procurement contracts and for taking appropriate action when performance problems arise.

**2. Other Program Requirements**

This AGREEMENT shall require the Subrecipient to carry out each activity in compliance with all Federal laws and regulations as further described in ATTACHMENT II – Certifications and Other Regulations, which is attached hereto and made a part thereof, as if fully rewritten, except that:

- a. The Subrecipient does not assume the City's environmental responsibilities; and
- b. The Subrecipient does not assume the City's responsibility for initiating the governmental review process under Executive Order 12372.

**3. Scope of Services**

The Subrecipient hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing the aforementioned activity as described in ATTACHMENT I Statement of Work, which is attached hereto and made a part thereof as if fully rewritten.

**The Section 3 Act of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that the Subrecipient certifies that the community development project provided for herein gives to the greatest extent feasible, priority to activities that benefit low-or moderate-income families or aids in the prevention or elimination of slums or blight.**

4. **Time of Performance**

This AGREEMENT shall take effect as of July 1, 2012 THROUGH AND INCLUDING June 30, 2013.

5. **Compensation**

The City shall compensate the Subrecipient for all expenditures made in accordance with the aforementioned service activities (See Attachment I). Compensation shall be provided on a reimbursement basis during the term of the AGREEMENT not to exceed award amount of one-hundred thousand dollars and no cents (\$100,000.00).

6. **Ineligible Use of Funds**

Funds are not authorized for food, beverages, entertainment and/or lobbying expenses.

7. **Method of Payment**

Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which original vouchers and other similar documentation to support payment expenses are submitted by the Subrecipient under those generally accepted accounting principles and procedures approved by Sandusky and outlined in OMB circulars A-110- and A-122. **Documentation shall be submitted to the City each month by the fifteenth (15) day of the month. Final payment is based on the Closeout project Report due within forty-five (45) days of the AGREEMENT end date (See Attachment I).**

8. **Project Progress Reporting**

(a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City for each month. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period, except for the last one which is due 45 days of the AGREEMENT end date. For each period, the report will describe the status of the project with respect to each implementation task including, at a minimum, summary overview of the project status, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date and required CDBG supporting documentation (See Attachment 1). The report must also describe any significant problems encountered and/or any necessary modification of the project scope or implementation schedule.

(b) **The City will not honor claims for payment until the required Project Progress Report has been submitted to and approved by the City.**

9. **Program Income**

All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in OMB Circular A-110.

10. **Reversion of Assets**

Upon expiration of the AGREEMENT, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any account receivable attributable to the use of CDBG funds. It shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- a. used to meet one of the three National Objectives of the CDBG Program until five (5) years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the City; or
- b. is disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after five years.



**11. Subcontracting**

None of the services covered by this AGREEMENT shall be subcontracted without the prior written approval of the City.

**12. Compliance with Regulations**

The Subrecipient will comply with the applicable uniform administrative requirements as described in ATTACHMENT II – Certifications and Other Regulations, which are attached hereto and made a part hereof as if fully rewritten. In addition, Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems ([www.Hud.gov](http://www.Hud.gov)) is a component of supplemental program compliance regulations and are made a part hereof as if fully rewritten.

**13. Faith-Based Organization**

Where applicable, faith-based organizations may not use CDBG funds to support inherently religious activities such as worship or religious instruction. All eligible program beneficiaries must be served without regard to religion.

**14. Proof of Status**

The Subrecipient must submit upon signature of contract the following items: 1) Proof of 501(c)(3) status, 2) General Liability Insurance, 3) Directors and Officers Liability Insurance, 4) Current Form 990 or most recent audit, 5) annual budget and 6) DUNS number.

**15. Liaison**

Carrie Handy, Chief Planner for the City of Sandusky, is the City's liaison with the Subrecipient regarding all administrative and technical matters concerning this Contract.

**16. Indemnification**

- (a) The Subrecipient waives any and all claims and recourse against the City including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Subrecipient's performance under this Contract.
- (b) Further, the Subrecipient will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses, or liability arising out of the Subrecipient's performance of this Contract. In the event that the City is named as a codefendant in any action relating to activities to be performed by the Subrecipient under this Contract, the Subrecipient will notify the City of the action and will represent the City in the action unless the City undertakes to represent itself as a codefendant, in which case the City will bear its own litigation costs, expenses, and attorneys' fees.

**17. Maintenance and Availability of Records**

In connection with the AGREEMENT, the Subrecipient shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials and any evidence pertaining to costs incurred for five (5) years. Subrecipients may follow their own practices as long as they provide for retention for five (5) years and access for audit and public examination. If any litigation, claim or audit is started, the records shall be retained beyond five (5) years.

Such records shall be furnished and available for inspection by the Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any authorized representative, and the City. Such records shall be available at the Subrecipient's office at all reasonable times during the contract period. If a claim, investigation or litigation is pending after what is assumed to be the final payment, that, in effect, cancels the final payment date. The retention period will not begin until final settlement of the claim, investigation or litigation, as referenced in OMB Circular A-110.

## 15. Contract Amendment

- (a) Changes in the contract may be requested by either the City or the Subrecipient and shall be incorporated in written amendments to the AGREEMENT.
- (b) However, the City will allow an amendment by the Subrecipient only if the Subrecipient clearly demonstrates that the modification is justified and will enhance the overall impact of the original project. The City will consider each request to determine whether the modification is substantial enough to necessitate reevaluating the AGREEMENT.
- (c) If the City determines that the proposed amendment represents a budgetary item of 30% or more and/or a change within the programmatic/service scope of the plan, the City will enact a public comment period of thirty (30) days and a public hearing convened at a location convenient and accessible to citizens for final approval.

## 16. Termination and Suspension

The City may terminate this AGREEMENT as follows:

- a. Termination Due to Noncompliance with Agreement Terms. If the City determines that the Subrecipient has failed to comply with the general terms and conditions of this AGREEMENT, the project schedule, or any special conditions, and if upon notification of the defect the Subrecipient does not remedy the deficiency within a reasonable period to be specified in the notice, the City may terminate this Agreement in whole or in part at any time before the date of completion, or temporarily withholding cash payments pending correction of the deficiency; disallow all or part of the cost of the activity and/or action not in compliance; withhold further awards; and/or take other remedies that may be legally available.
- b. The City will promptly notify the Subrecipient in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination; or
- c. Violates any provision of the Housing and Community Development Act of 1974 & 1977, as amended; or
- d. Violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of HUD has issued or shall subsequently issue during the period of the AGREEMENT; or
- e. Termination and Modification Due to Loss of Funding. If, for any reason, the federal financial resources required by the City to fund the Subrecipient's project are withdrawn from the City, the City may unilaterally terminate or modify the terms of this Contract to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available CDBG funds, compensate the Subrecipient for eligible work elements the Subrecipient has completed and for actual, necessary and eligible expenses incurred by the Subrecipient as of the revised termination date. The City will give the Subrecipient written notice of the effective date of the modification or termination of this AGREEMENT and, if a reduction in funding is required, will provide the Subrecipient with a modified project budget.
- f. Effect of Termination. In the event of termination due to the Subrecipient's failure to comply with the terms of this AGREEMENT, any costs incurred will be the responsibility of the Subrecipient. However, at its discretion, the City may approve requests by the Subrecipient for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended CDBG funds will be based on a consideration of the Subrecipient's extent to which the expenditure of those funds represented a good faith effort of the to comply with the terms of this

AGREEMENT and on whether any failure to comply with the terms of this AGREEMENT was the result of circumstances beyond the Subrecipient's control.

**17. Audit**

The Subrecipient is encouraged to comply with the audit requirements set forth in OMB Circular A-133. If the audit requirements of A-133 are not followed by the Subrecipient, the audit requirements of OMB Circular A-110 must be followed.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this AGREEMENT as of the date first above written.

**City of Sandusky**

**Subrecipient**

\_\_\_\_\_  
Nicole C. Ard  
City Manager

\_\_\_\_\_  
Community Action Commission of  
Erie, Huron & Richland Counties, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald Icsman, Law Director

\_\_\_\_\_  
Date

**CITY FINANCE DIRECTOR'S CERTIFICATE**

I hereby certify that the sum of \$100,000.00 being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

ACCOUNT NUMBER: \_\_\_\_\_

FUNDS AVAILABLE: \$ \_\_\_\_\_

\_\_\_\_\_  
Hank Solowiej, Finance Director

\_\_\_\_\_  
Date

**ATTACHMENT I  
STATEMENT OF WORK**

**SCOPE OF SERVICES  
PROGRAM BUDGET  
CDBG SUPPORTING DOCUMENTATION  
CLOSEOUT PROCEDURES**

**ATTACHMENT I  
STATEMENT OF WORK**

**SCOPE OF SERVICES**

The Scope of Services provides the foundation for grantee monitoring of the Subrecipient performance in accomplishing planned objectives.

The Erie-Huron Counties Community Action Agency, Inc. will provide at least 11 emergency home repairs and/or accessibility modifications qualified Sandusky homeowners who meet HUD income guidelines and the City of Sandusky's program guidelines. The intended result is for homeowners to receive physical modifications to their homes to render them safer and/or more accessible.

The scope of services outlined above and in the Erie-Huron Counties Community Action Agency, Inc. Proposal application has been approved.

**ATTACHMENT I  
STATEMENT OF WORK**

**PROGRAM BUDGET**

<b>Description of Work</b>	<b>CDBG Funds Requested</b>	<b>Other Funding Sources</b>	<b>In-Kind Contributions</b>	<b>Total Project Costs</b>
Salaries,	\$7,375.00	\$2,200.00 CSBG		\$9,575.00
Fringe Benefits	\$1,650.00	\$700.00 CSBG		\$2,350.00
Office Supplies/ Equipment	\$900.00			\$900.00
Advertising/Printing	\$550.00			\$550.00
Travel	\$250.00			\$250.00
Telephone/Utilities	\$1,080.00			\$1,080.00
Utilities/Space Costs	\$2,420.00			\$2,420.00
Consultant Services/ Planning Fees				
Computer				
Office Furniture				
Client Service Fees	\$80,775.00	\$25,610.00 HAGP		\$106,385.00
Other: Administrative	\$5,000.00			\$5,000.00
<b>Total Project Expenditures</b>	<b>\$100,000.00</b>	<b>\$28,510.00</b>		<b>\$128,510.00</b>

**CDBG % of Total Budget: 78%**

**ATTACHMENT I  
STATEMENT OF WORK**

**CDBG SUPPORTING DOCUMENTATION FORMS**

CDBG supporting documentation must also be submitted with the Progress Project Reports and the Closeout Project Report in order for the Subrecipient to be reimbursed for authorized expenditures. The supporting documentation forms include, but are not limited to the following:

Individual CDGB Public Services Clientele Forms (to be kept on file for five years at Subrecipient's location)

To Be Submitted:

Accumulated Total of the CDGB Public Services Clientele Form

Itemized List of Homeowner's Name, Address, Summary/Description of Work Conducted

Copies of Promotional Program Materials

Copies of Advertising/Marketing Ads, if applicable

## **ATTACHMENT I CLOSEOUT PROCEDURES**

Closeout Procedures commence once the following have occurred:

- All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- The work to be financed with CDBG has been completed, including activities financed through escrow accounts, loan guarantees, or similar mechanisms.
- The other responsibilities of the Subrecipient under its agreement with the grantee have been met, or the grantee feels that there is no further benefit in keeping the Agreement open for the purpose of securing performance.

When the City has determined that these criteria have been met, or upon the expiration or termination of the Subrecipient Agreement, the City requires the Subrecipient to provide within 45 days the final versions of all financial, performance, and other reports that were a condition of the award. The City requires the Subrecipient to liquidate all obligations incurred under the CDBG award before the submission of the final financial status report. These reports may include but are not limited to:

- A final performance or progress report.
- A financial status report (including all program income, if applicable).
- A final request for payment.
- A final inventory of property in the Subrecipient's possession that was acquired or improved with CDBG funds, if applicable.
- The amount of any unused CDBG funds.
- Other provisions appropriate to any special circumstances.

### **Continuing Subrecipient Responsibilities**

As specified in 24 CFR 84.72 and 85.51, the closeout of a CDBG award to a Subrecipient does not affect:

- The grantee's right to disallow costs and/or recover funds on the basis of a later audit or other review.
- The Subrecipient's obligation to return funds due to the grantee from subsequent refunds, corrections, or other transactions.
- The Subrecipient's responsibilities for records retention.
- The CDBG property management and disposition requirements.
- Audit requirements.



**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

**CONFLICT OF INTEREST  
EQUAL OPPORTUNITY  
DRUG-FREE WORKPLACE  
CERTIFICATION REGARDING LOBBYING  
ASSURANCES – NON-CONSTRUCTION PROGRAMS**

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION  
CONFLICT OF INTEREST**

**Please read the following Conflict of Interest Statements excerpted from the Code of Federal Regulations at 24 CFR 570.611 and indicate your acceptance on the proceeding signature page.**

(a) Applicability.

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §§ 570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirement of paragraph (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

I have read the attached Conflict of Interest Statements excerpted from the Code of Federal Regulations at 24 CFR 570.611, and I agree to abide by the principles embodied therein.

\_\_\_\_\_  
Community Action Commission of  
Erie, Huron and Richland Counties, Inc.

\_\_\_\_\_  
Date

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION  
EQUAL OPPORTUNITY**

The provider agrees to comply with:

- a. Title VI of the Civil Rights Act of 1964 that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal Financial Assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement.
  
- b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, and in conformance with all requirements imposed by or pursuant to the Regulations of the Department of HUD (24CFR Part 570.601) issued pursuant to that Section, and in accordance with Equal Opportunity obligations of that Section, no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds.

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Community Action Commission of  
Erie, Huron and Richland Counties, Inc.

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Date

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION  
DRUG-FREE WORKPLACE**

The applicant certifies it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the grantee's policy of maintaining a drug-free workplace;
  3. any available drug counseling, rehabilitation and employee assistance programs; and
  4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a;
- d. Notifying the employee in the statement required by paragraph a., as a condition of employment under the grant, the employee will:
  1. abide by the terms of the statement; and
  2. notify the employer of any criminal drug statute conviction for the violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying HUD within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted;
  1. taking appropriate personnel action against such an employee, up to and including termination; or
  2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f) above.

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Community Action Commission of  
Erie, Huron and Richland Counties, Inc.

---

Date

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION  
LOBBYING**

**Certification for Contracts, Grants, Loans and Cooperative Agreements:**

The undersigned certifies to the best of his knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a members of congress, an officer or employee of congress or an employee of a member of congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Community Action Commission of  
Erie, Huron and Richland Counties, Inc.

\_\_\_\_\_  
Date

## **ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS**

### **CERTIFICATION ASSURANCES-NON-CONSTRUCTION PROGRAMS**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- (1) Has the legal authority to apply for Federal Assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application
- (2) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organization conflict of interest, or personal gain.
- (4) Will initiate and complete the work within the time frame after receipt of approval of the awarding agency.
- (5) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 48-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 CFR 900 subpart F).
- (6) Will comply with all Federal Statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964(PL 88-352) which prohibits discrimination on the basis of race, color or national origin: (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex: c Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps: (d) the Age Discrimination Act of 1975), as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age: (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relative to nondiscrimination on the basis of drug abuse: (f) the Comprehensive Alcohol Abuse and Alcoholism Preventing, Treatment and Rehabilitation Act of 1972 (P.L. 091-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism: (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records: (h) Title VII of the Civil Rights Act of 1968 (52 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing: (I) any other nondiscrimination provisions in the specific statutes under which applications for Federal assistance is being made: (j) the requirements of any other nondiscrimination statues which may apply to the application.
- (7) Will comply, or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for a fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired to projected purposes regardless of Federal participation in purchases.
- (8) Will comply, as applicable with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 374), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Regarding labor standards for federally assisted construction sub-agreements.
- (10) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition if \$10,000 or more
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy 11424: (b) notification of violating facilities pursuant to EO 11738: c protection of wetlands pursuant to EO 11990: (d) evaluation of flood hazards in flood plains in accordance with EO 11988: (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (15 U.S.C. 1451 et seq.): (f) conformity of Federal actions to State (Clear Air0 implementation Plans under Section 176c of the Clear Air Act of 1955, as amended (41 U.S.C. 7401 et seq.): (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523): and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (12) Will comply with the Wild and Scenic Rivers Act of 1964 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the nation wild and scenic rivers system.
- (13) Will assist the awarding agency is assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) EQ 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- (14) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (15) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended and 7 U.S.C. 2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- (16) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- (17) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133. Audits of Institutions of Higher Learning and other Non-profit institutions.
- (18) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

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Community Action Commission of  
Erie, Huron and Richland Counties, Inc.

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Date





## DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5815  
Fax 419/627-5995

dkeller@ci.sandusky.oh.us

To: Nicole Ard, City Manager  
From: Douglas A. Keller, Water Services Superintendent  
Date: January 16, 2013  
Subject: Commission Agenda Item

**Item for Consideration:** An ordinance authorizing payment for emergency services rendered by Speer Bros., Inc., Sandusky, Ohio for the repair of 34 ft. valve stem housing on the 42" raw water by-pass valve at Big Island Water Works. The work included 36 ft. deep excavation down to the 42" valve with the installation of a 3 ft. concrete manhole to house the valve stem.

During the preparation for an extreme weather event, plant maintenance was asked to exercise the 42" raw water screen by-pass valve. It was discovered the valve stem housing had collapsed. Stone filled the housing which made the stem impossible to turn. Water Distribution crew started excavating the housing but the excavation was over 25 ft. deep which is beyond the safe capability of the Water Department equipment. Speer Bros, having the larger excavating equipment and heavy duty trench box enclosures, was asked to complete the emergency excavation and to set the concrete manhole sections in place. This work occurred between November 5, 2012 and November 16, 2012.

**Budgetary Information:** The cost for this work is \$32,250.00 and will be paid out of the Water Fund.

**Action Requested:** It is recommended that legislation be prepared authorizing payment to Speer Bros., Inc., Sandusky, Ohio in the amount of \$32,250.00. Further, it is requested that this legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to pay invoices already received.

I concur with this recommendation:

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Nicole Ard, City Manager

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

# SPEER BROS., INC



3812 OLD RAILROAD Rd.  
SANDUSKY, OHIO 44870

(419) 626-5291 FAX (419) 626-0472  
WWW.SPEERBROSINC.COM

## INVOICE

November 28<sup>th</sup>, 2012

City of Sandusky  
Division of Water Services  
2425 First Street  
Sandusky, OH 44870

Attn: Mr. Douglas Keller

**RE: Excavation of 42" Valve and Valve Stem at Big Island Waterworks Plant**

Item No.	Item Description	Date	Cost
1	Mobilization	11/1/2012	\$ 3,400.00
2	8.5 Hours @ \$500.00 / Hour	11/2/2012	\$ 4,250.00
3	Delivered Yanmar 50 Mini Exc.	11/2/2012	No Charge
4	10 Hours @ \$500.00 / Hour	11/5/2012	\$ 5,000.00
5	Heckman Sales Designed Shoring Delivered	11/7/2012	\$ 4,000.00
6	5 Hours @ \$500.00 / Hour	11/7/2012	\$ 2,500.00
7	Delivered John Deere 624H Wheel Loader	11/7/2012	No Charge
8	Delivered 2- 8" x 60' I-Beams	11/8/2012	\$ 600.00
9	10 Hours @ \$500.00 / Hour	11/8/2012	\$ 5,000.00
10	Picked up Yanmar 50 Mini Exc.	11/8/2012	No Charge
11	Picked up John Deere 624H Wheel Loader	11/8/2012	No Charge
12	Spoerr Deliver MH	11/13/2012	Provided By Others
13	10 Hours @ \$500.00 / Hour	11/15/2012	\$ 5,000.00
14	Delivered John Deere 624H Wheel Loader	11/26/2012	No Charge
15	5 Hours @ \$500.00 / Hour (Break Down Boxes)	11/26/2012	\$ 2,500.00
16	Picked up 2- 8" x 60' I-Beams	11/26/2012	Included
17	Picked up John Deere 450 Excavator	11/27/2012	Included
18	Picked up Designed Shoring	11/27/2012	Included
19	Picked up John Deere 624H Wheel Loader	11/27/2012	No Charge
20			
<b>Subtotal Due</b>			<b>\$ 32,250.00</b>

Terms: Net 30 Days. 1 ½% Service Charge (18% Annual) on All Past Due Accounts.

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND THE NECESSARY FUNDS FOR THE EMERGENCY REPAIR WORK PERFORMED AT THE BIG ISLAND WATER WORKS (BIWW) BY SPEER BROS., INC., OF SANDUSKY, OHIO, IN THE AMOUNT OF \$32,250.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, during the preparation for an extreme weather event and exercise of the 42" raw water screen by-pass valve, it was discovered the valve stem housing had collapsed and stone had filled the housing making the stem impossible to turn; and

**WHEREAS**, Water Distribution started excavating the housing but the excavation was over 25 feet deep which is beyond the safe capability of the Water Department's equipment; and

**WHEREAS**, pursuant to the Ohio Revised Code the emergency nature of the repair work at the Big Island Water Works (BIWW) obviates the necessity to comply with formal competitive bidding and advertising and as having the larger excavating equipment and heavy duty trench box enclosures, Speer Bros., Inc., was selected to perform the emergency work; and

**WHEREAS**, the total cost for the emergency repair work performed is \$32,250.00 and will be paid with Water Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment to Speer Bros., Inc., for services rendered; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to make payment to Speer Bros., Inc., of Sandusky, Ohio, for the emergency repair work performed at the Big Island Water Works, at an amount **not to exceed** Thirty Two Thousand Two Hundred Fifty and 00/100 Dollars (\$32,250.00).

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.

\_\_\_\_\_  
JOHN F. HAMILTON  
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 28, 2013

TO: Nicole C. Ard, City Manager  
FROM: Thomas Schwan, Transit Administrator  
DATE: January 18, 2013  
RE: City Commission Agenda Item

**ITEM FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation to authorize the City Manager to enter into a Lease Agreement with Serving Our Seniors (SOS) for one (1) wheelchair accessible van.

**BACKGROUND INFORMATION:** With the current increased levels of ridership for the Sandusky Transit System (STS), along with the increased service area it is necessary to acquire additional vehicles for the STS fleet. STS prides itself on its reliability and excellent customer service and without expanding the fleet it will be difficult to grow our services and provide that great customer relationship.

The proposed lease would be for one (1) 2007 Ford Wheelchair Accessible Passenger Van. SOS has agreed to let STS lease this vehicle on a renewable yearly lease and continue as long as the vehicle is needed. STS would be leasing one (1) van for the demand response service offered within the STS service area.

MV Transportation has agreed to provide normal PM services and repair to the vehicles.

**BUDGET IMPACT:** There is no additional cost associated with this Lease. It is intended to cooperatively plan for the future of transit services in Sandusky, Erie County political subdivisions and Local Agencies.

**ACTION REQUESTED:** It is requested legislation be adopted by the City Commission to allow the City Manager to execute the lease agreement. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter so that STS may put this van into operation as soon as possible.

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Thomas Schwan,  
Transit Administrator

I concur with this recommendation:

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Nicole C. Ard,  
City Manager

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH SERVING OUR SENIORS (SOS), FOR THE PURPOSE OF LEASING A 2007 FORD WHEELCHAIR ACCESSIBLE PASSENER VAN FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, with the Sandusky Transit System's current increased levels of ridership, along with the increased service areas, it is necessary to acquire additional vehicles for the Sandusky Transit System fleet; and

**WHEREAS**, Serving Our Seniors (SOS) own a 2007 Ford Wheelchair Accessible Passenger Van, VIN No. 1FDWE35S86DA92351, which the Sandusky Transit System desires to lease; and

**WHEREAS**, Serving Our Seniors (SOS) has agreed to lease their 2007 Ford Wheelchair Accessible Passenger Van to the Sandusky Transit System at no cost and the Sandusky Transit System will pay costs of operating the van, including the salary, wages and benefits of the drives; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the Lease Agreement to be fully executed as soon as possible and allow the Sandusky Transit Systems to begin utilizing the van; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Lease Agreement with Serving Our Seniors (SOS) for the purpose of leasing a 2007 Ford Wheelchair Accessible Passenger Van, VIN No. 1FDWE35S86DA92351, for the Sandusky Transit System, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being

adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

\_\_\_\_\_  
JOHN F. HAMILTON  
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 28, 2013

## LEASE AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Serving Our Seniors (hereinafter referred to as SOS) and the Sandusky Transit System (hereinafter referred to as STS).

WHEREAS, SOS owns a 2007 Ford Wheelchair Accessible Passenger Van, VIN No. 1FDWE35S86DA92351 which STS desires to lease;

NOW THEREFORE, based on the premises and other good and valuable consideration as set forth below, the parties hereby agree as follows:

1. SOS hereby leases to the STS a 2007 Ford Wheelchair Accessible Passenger Van, VIN No. 1FDWE35S86DA92351.
2. The term of this lease shall commence on the 1<sup>st</sup> day of January, 2013, and terminate on the 30<sup>th</sup> day of September, 2013. This lease may also be extended on a monthly basis upon the written approval of both parties.
3. It is agreed that the van leased herein shall be and is the sole and exclusive property of SOS and possession by the STS does not vest any title, right or interest in or to said property except the right to use same as set forth herein.
4. STS accepts and acknowledges receipt of the van and promises and agrees to maintain it in good order and repair. STS agrees that any replacement parts, repairs and accessories incorporated in or affixed to the van shall become the property of SOS. Upon the expiration of the term of this lease, STS agrees to return the van to SOS at the place directed by SOS in as good a condition as they are now, reasonable wear and tear expected.
5. STS assumes the entire risk of loss from hazard and agrees to keep the van insured at its expense and to protect all interests of SOS. STS shall assume any and all liability and expenses for claims or demands, action and actions, cause and causes of action, suits damages – direct and consequential, judgments, executions or claims arising out of all injuries to person or property, including demands of any right or assignment of subrogation arising out of payments made to injured persons or property damage claimants as a result of any casualty or event involving the use of the SOS van by STS.



6. STS shall pay all costs of operating the van, including the salary, wages and benefits of the drivers, who shall be qualified to operate the vehicle under all local, state and federal rules, laws and regulations. STS shall assume liability for any allegation that the drivers are not qualified to operate the vehicle for their intended purpose.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

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Sue Daugherty, Director  
Serving Our Seniors

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Nicole C. Ard, City Manager  
Sandusky Transit System  
City of Sandusky

DRAFT