

RECORD OF PROCEEDINGS
Minutes of Village of South Amherst Meeting
REGULAR COUNCIL
February 27, 2023

Call to order:

7:00 P.M. – The council meeting was called to order by Mayor David Leshinski and opened with the Lord's Prayer followed by the Pledge of Allegiance.

The roll was called:

Councilmember Michele Jeffers	P
Councilmember Scott Jones	P
Councilmember Becky Siesky	P
Councilmember Jeri Leigh Siss	P
Councilmember David Troike	P
President Pro Tempore Jeanne Maschari	P

Ex officio members:

Fiscal Officer Michelle Henke	P
Records Clerk Laurie Beran	P
Law Director Matthew Mishak	P

(EA – excused absences)

APPROVAL OF AGENDA February 27, 2023 Addition of January Bank Reconciliation.
Councilmember Jones moved to approve the agenda with the addition of the January Bank Reconciliation.
Councilmember Siesky second.
Jeffers x Jones x Maschari x Siesky x Siss x Troike X Motion passed.

APPROVAL OF MINUTES February 13, 2023
Councilmember Maschari move to approve the minutes of February 13, 2023. Councilmember Jones seconded the motion.
Jeffers x Jones x Maschari x Siesky x Siss x Troike x Motion passed.

APPROVAL OF MINUTES February 21, 2023
Councilmember Maschari move to approve the minutes of February 21, 2023. Councilmember Jones seconded the motion.
Jeffers x Jones x Maschari x Siesky x Siss Abstain Troike x Motion passed.

MAYOR

NOPEC – will need legislation to accept, \$4262.00. Mayor to get info tomorrow to records clerk.
This year's grant is \$4262.00, and a resolution will need to be drawn up in order to accept the grant. Next year the amount may be lower because the aggregation was not in affect. The mayor will provide the records clerk with the appropriate information.

FISCAL OFFICER

Reports presented:

Payment Listing 2/8-2/23/23

February Financial Reports: Fund Summary, Revenue Summary, Appropriation.

January Bank Reconciliation

2022 Year End Update

C.F. Harris turnaround time for the Hinkle Notes that need to be attached to the Year End Report, once again was not returned promptly. Received the Hinkle Notes on 2/25 (Saturday) when they have to be submitted on 2/28 (Tuesday). This short time span left very little time to review for any errors and corrections. Will discuss the the law director separately on the best verbiage to use for the next contract to make sure we will be able to have a turn around time of 25-30 days.

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RECORDS CLERK

January Building

304 Elm Roof
220 Erie Waterproofing
330 Annis Pole barn 30x40, concrete pad

DEPARTMENTS

Service

Village Assets

Continuing to digitize items Village wide (signs, light fixtures, benches, etc.)

New equipment purchased & maintenance logs developed for: mower, brush mower, edger, leaf blower, hedge trimmer.

Park

Removal of 4 trees, 2 more will be removed at a future date.
Collaborated on a plan and design for landscaping.

Roads

Creating a system to assess the conditions of the roads to determine future projects.

January Zoning

311 N Lake Shed 10x16
330 Annis Pole barn 30x40

Fire

December Call Report

Fire	EMS	MVA	Mutual	Other
	15	4	6	1

Training consisted of EMS and new truck training.

January Call Report

Fire	EMS	MVA	Mutual	Other
	10	1	5	2

Training consisted of EMS and mandatory driving.

NIMS Training

Required by mayor, council and staff, it helps when applying for grants.

Councilmember Maschari requested the Mayor to address the issue of the timeliness of the report, seeing that it is almost March and we are just getting January's report. Plus, what is the status on the Fire Chief's certification for Fire Fighter II. Mayor Leshinski stated that a discussion he had with the Fire Chief was that yes, it would be beneficial but the cost of the training would be better spent on training one of the younger firefighters who would be moving up the ranks. Councilmember Maschari requested that the Fire Fighter II training for the Fire Chief be placed on the council workshop agenda. Records Clerk requested the Safety Committee Chair to request reports from both the Fire and Police Departments be given at the first meeting of the month instead of the second, which has been the custom.

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Councilmember Siss inquired as to the status of the holding tanks. The fiscal officer stated that the engineer was given approval to proceed on the tanks and parking lot. We're just waiting to hear what the next steps are.

Police

Citations 1/24-2/24

55 Speed, 3 right on Red, 2 Red Light, 1 Obstructed Plate, 1 No License, 2 Stop Sign, 1 Expired Plates, 1 Failure to control, 1 DUS, 1 OVI

Calls for Service

9

BOARDS

Cemetery (Councilmember Jones presented.)

After the joint meeting, the board understands what is needed regarding the entryway and will present the needed changes to the Building & Grounds Committee. Mayor Leshinski did find the pin furthest north in Section L, a pink flag marks it. He also measured from the property pin adjacent to the backyard of the parsonage to the edge of the gravel for the turnaround and it is 23' between the proposed entranceway and resident's property.

SABPA (Councilmember Siss presented.)

Work List

Being developed for the operator to follow regarding daily operations of the department to follow and keep on task.

Valve exercising & hydrant flushing schedule is to be completed in April.

RCAP

The meeting date is March 7th at 6 p.m., Bramhall Engineering has been invited to attend.

Storm Drain Cleaning

In the process of setting- up JDC as a vendor. Scheduling a training session for our water operator and service worker on how to use the drain vac. Tentative dates for the actual drain cleaning is March 21 and 28.

On February 22 a storm drain on W. Main was causing flooding in the roadway and it was brought to the board's liaison that the service worker was called to clean the drain. The information was forwarded to the board.

Fire Hydrants

Discussion was held on who is responsible for flushing of the hydrants. The Fire Department is ultimately responsible but the previous board only allowed the water operator due to some fire fighters using hammers on the hydrants.

COMMITTEES

Bldg. & Grounds (Councilmember Maschari presented.)

Water Treatment Demolition

Kelly Brothers will be moving in the heavy equipment this week. The complete project should take approximately one month.

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Postings will be made on social media regarding the demo and that grant funds were used.

Street-Sidewalk-Service

Wood Chips

Councilmember Troike asked when would the wood chips would be removed from E. Main St.
Councilmember Maschari will put in a work order.

NOPEC Funds – street signs

Councilmember Maschari moved to use the NOPEC Funds for the purchase of two (2) flashing speed limit signs for North & South Lake St. Councilmember Siss seconded the motion.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Councilmember Maschari will contact the service worker for estimates.

Village Walkabout

Tentative March 31st at 5:30 p.m. meet at town hall, weather dependent.

Councilmember Siss inquired if there were notes from last year that could be used for comparison.

Councilmember Siesky confirmed she had the previous year's notes. Councilmember Maschari will notify the zoning inspector of the date and time.

Ordinance

Councilmember Jones commented that the committee meets monthly and is working diligently to update ordinances from the 1960's and 70's and thank you to the resident who participated in the February meeting.

Right on Red (Councilmember Maschari presented.)

Chief Frazier researched the No Turn on Red sign and was informed by O.D.O.T. that nothing can be changed (language or sign coming down) until a traffic study paid for by the Village is completed. The final determination is up to O.D.O.T. not the Village.

Councilmember Troike moved not to change the Right on Red sign, Councilmember Maschari seconded the motion.

Discussion: Councilmember Jones does not get the logic that the Village is unable to change the sign, seeing that it would be beneficial to include the weekend with the traffic and pedestrians. Councilmember Siss inquired about the cost and to look into it further.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Mayor Leshinski requested a resolution in support of OML lobbying the State of Ohio to return the Local Government Fund to 3.68% from the current 1.66%

Councilmember Jones moved to approve a resolution in support of increasing the Local Government Fund. Councilmember Jeffers seconded the motion.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Community & Economic Development

Winter Newsletter

Final draft to be completed by the end of the week. Email to staff for proofreading.

Welcome Packet

Draft to be completed by March 9th meeting. The water clerk shared her packet and used an example from another municipality.

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Memorial Day Planning

Meeting scheduled for March 6th at 5 p.m.

ORDINANCE

Ordinance No. 1759-23 Park Pavilion Rental Setting the Rate *(Second Reading)*

An ordinance repealing existing Ordinance 1693-21 and replacing with Ordinance 1759-23 to authorize the rental of the South Amherst Community Park Pavilion and setting the rate and declaring an emergency.

Ordinance No. 1760-23 *(Emergency)* An ordinance of cancellation for the Village of South Amherst Mowing contract with GoGreen Landscaping & Garden Center for 2023 and declaring an emergency. Councilmember Maschari moved to suspend the rules and pass as an emergency Ordinance No. 1760-23. Councilmember Siss seconded the motion.

Jeffers x Jones x Maschari x Siesky x Siss x Troike x Motion passed.

Ordinance No. 1761-23 *(Emergency)* An ordinance repealing existing South Amherst codified Ordinance Section 311.06 and enacting new South Amherst Codified Ordinance Section 311.06 Traffic Control Procedures in Construction Areas and declaring an emergency. Councilmember Maschari moved to suspend the rules and pass as an emergency Ordinance No. 1761-23. Councilmember Siss seconded the motion.

Discussion: Mayor Leshinski asked for clarification on the ordinance. Councilmember Maschari responded that the Police Chief will have the authority to decide if police officers need to be assigned to traffic control duty when there are road or road right of way construction projects.

Jeffers x Jones x Maschari x Siesky x Siss x Troike x Motion passed.

Ordinance No. 1762-23 *(Emergency)* An ordinance repealing existing South Amherst codified Ordinance Section 351.03 and enacting new South Amherst Codified Ordinance Section 351.03 Prohibited Standing or Parking places and declaring an emergency. Councilmember Maschari moved to suspend the rules and pass as an emergency Ordinance No. 1762-23. Councilmember Siss seconded the motion.

Discussion: Mayor Leshinski cited a resident complaint of people parking on the street and blocking access. Councilmembers Maschari and Siss clarified that the "No Parking on Village Streets" ordinance has always existed. The committee just revised the language, so there was no misunderstanding that there is "No Parking" on any street within the Village.

Jeffers x Jones x Maschari x Siesky x Siss x Troike x Motion passed.

Ordinance No. 1763-23 *(Emergency)* An ordinance repealing existing South Amherst Codified Ordinance Section 351.06 Snow Parking Ban and declaring an emergency. Councilmember Maschari moved to suspend the rules and pass as an emergency Ordinance No. 1760-23. Councilmember Siss seconded the motion.

Jeffers x Jones x Maschari x Siesky x Siss x Troike x Motion passed.

MISCELLANEOUS

Handout

Councilmember Siesky questioned as to what the handout on the desk was for. Mayor Leshinski stated that the information was regarding the Harris Radio System versus the MARCS. Councilmember Troike gave a brief overview of the systems. Councilmember Siss inquired if the fire chief had "an ask of council." Mayor Leshinski stated, a resolution of support for the Harris Radio System. Councilmember

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Siss requested that the chief should be present at a Council Meeting and present the request in person. Mayor Leshinski will follow up on the request.

Social Media

Councilmember Siss requested the following items be published on the Village social media sites: Memorial Day Planning Meeting, No Right on Red, Water Treatment Demolition.

ADJOURNMENT Time 8:00 p.m. Councilmember Siss moved to adjourn. Councilmember Maschari seconded.

Respectfully submitted,

Fiscal Officer Michelle Henke

Mayor David Leshinski

Payment Listing

UAN v2023.1

2/24/2023 to 3/9/2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
121-2023	02/24/2023	02/24/2023	EW	Ohio Public Employees Retirement System	\$6,642.96	C
122-2023	03/01/2023	02/27/2023	EP	Robert Abfall	\$57.84	O
123-2023	03/01/2023	02/27/2023	EP	James Becker	\$36.27	O
124-2023	03/01/2023	02/27/2023	EP	Robert G Becker Jr	\$55.02	O
125-2023	03/01/2023	02/27/2023	EP	Jessica Beran	\$10.05	O
126-2023	03/01/2023	02/27/2023	EP	Laurie J Beran	\$224.86	O
127-2023	03/01/2023	02/27/2023	EP	John R Crawford	\$277.03	O
128-2023	03/01/2023	02/27/2023	EP	John R Crawford III	\$75.43	O
129-2023	03/01/2023	02/27/2023	EP	Michael M Frazier	\$132.46	O
130-2023	03/01/2023	02/27/2023	EP	Alexander J Gerakis Jr	\$59.96	O
131-2023	03/01/2023	02/27/2023	EP	Michelle M Henke	\$1,742.14	O
132-2023	03/01/2023	02/27/2023	EP	Dennis M Hevener	\$347.42	O
133-2023	03/01/2023	02/27/2023	EP	Michele Jeffers	\$225.32	O
134-2023	03/01/2023	02/27/2023	EP	Andrew Johnson	\$76.20	O
135-2023	03/01/2023	02/27/2023	EP	Scott Jones	\$225.32	O
136-2023	03/01/2023	02/27/2023	EP	David J Leshinski	\$1,089.10	O
137-2023	03/01/2023	02/27/2023	EP	Mark Leshinski	\$139.46	O
138-2023	03/01/2023	02/27/2023	EP	Rosemary Leshinski	\$75.93	O
139-2023	03/01/2023	02/27/2023	EP	Jeanne Maschari	\$241.20	O
140-2023	03/01/2023	02/27/2023	EP	Matthew A Mishak	\$1,292.40	O
141-2023	03/01/2023	02/27/2023	EP	Timothy J Moore	\$40.19	O
142-2023	03/01/2023	02/27/2023	EP	Blaze R Olejko	\$19.99	O
143-2023	03/01/2023	02/27/2023	EP	Thomas Pellittieri	\$119.59	O
144-2023	03/01/2023	02/27/2023	EP	Becky A Siesky	\$185.90	O
145-2023	03/01/2023	02/27/2023	EP	Jeri L Siss	\$215.90	O
146-2023	03/01/2023	02/27/2023	EP	Corey Timko	\$87.32	O
147-2023	03/01/2023	02/27/2023	EP	David T Troike	\$215.90	O
148-2023	03/01/2023	02/27/2023	EP	Kyle Urig	\$40.19	O
149-2023	03/01/2023	02/27/2023	EP	Ronald Zaleha	\$87.83	O
150-2023	03/01/2023	02/27/2023	EP	Zoltan Zoltai	\$139.19	O
153-2023	03/01/2023	02/27/2023	EP	Kenneth Collins	\$457.66	O
154-2023	03/01/2023	02/27/2023	EP	Dillon Crosier	\$361.23	O
155-2023	03/01/2023	02/27/2023	EP	Aaron Darnell	\$339.71	O
156-2023	03/01/2023	02/27/2023	EP	Michael M Frazier	\$2,116.98	O
157-2023	03/01/2023	02/27/2023	EP	Michael Harvan	\$1,902.63	O
158-2023	03/01/2023	02/27/2023	EP	Brandon Lawrence	\$442.36	O
159-2023	03/01/2023	02/27/2023	EP	Michael Randa	\$390.07	O
160-2023	03/01/2023	02/27/2023	EP	Jeffrey Saltis	\$1,234.53	O
165-2023	02/24/2023	02/27/2023	CH	RLCWA	\$17,275.59	C
166-2023	02/24/2023	02/27/2023	CH	RLCWA	\$4,561.60	C
167-2023	02/26/2023	02/27/2023	CH	Verizon Wireless	\$561.52	C
168-2023	02/28/2023	02/27/2023	CH	Columbia Gas	\$1,072.14	O
169-2023	02/28/2023	02/27/2023	CH	Columbia Gas	\$341.85	O
170-2023	02/28/2023	02/27/2023	CH	Columbia Gas	\$321.86	O
171-2023	03/03/2023	02/28/2023	EP	Laurie J Beran	\$688.59	O
172-2023	03/03/2023	02/28/2023	EP	Dennis M Hevener	\$1,081.22	O

Payment Listing

UAN v2023.1

2/24/2023 to 3/9/2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
173-2023	03/03/2023	02/28/2023	EP	Paula S Knodel	\$412.73	O
174-2023	03/03/2023	02/28/2023	EP	Alexandra Sabine	\$658.32	O
175-2023	03/03/2023	02/28/2023	EP	David A Valentine Jr	\$1,267.41	O
177-2023	03/01/2023	03/01/2023	CH	SOUTH AMHERST VILLAGE	\$5,608.00	O
178-2023	03/01/2023	03/01/2023	CH	City of Oberlin	\$72.00	O
179-2023	03/01/2023	03/01/2023	CH	Treasurer State of Ohio	\$1,800.00	O
180-2023	02/28/2023	03/01/2023	CH	Buckeye Community Bank	\$276.08	C
181-2023	03/01/2023	03/02/2023	CH	Ohio Edison	\$244.75	O
182-2023	03/01/2023	03/02/2023	CH	Ohio Edison	\$627.52	O
183-2023	03/01/2023	03/02/2023	CH	Ohio Edison	\$149.10	O
184-2023	03/01/2023	03/02/2023	CH	Sprint	\$53.49	O
185-2023	03/09/2023	03/02/2023	CH	Ohio Edison	\$13.17	O
186-2023	03/09/2023	03/02/2023	CH	Ohio Edison	\$1,357.09	O
189-2023	02/28/2023	03/02/2023	CH	Nextiva, Inc	\$321.81	O
190-2023	03/06/2023	03/06/2023	CH	Lowe's	\$37.73	O
191-2023	03/06/2023	03/06/2023	EW	AFLAC	\$56.76	O
192-2023	03/07/2023	03/06/2023	EW	EFTPS	\$2,670.86	O
193-2023	03/07/2023	03/06/2023	EW	Ohio Dept of Taxtion	\$540.21	O
194-2023	03/07/2023	03/06/2023	EW	Ohio School District Income Tax	\$2.42	O
195-2023	03/07/2023	03/06/2023	EW	Ohio Public Employees Deferred Comp	\$180.00	O
196-2023	03/07/2023	03/06/2023	EW	REGIONAL INCOME TAX AGENCY	\$335.86	O
197-2023	03/07/2023	03/07/2023	EW	Ohio Public Employees Retirement System	\$6,659.83	O
8988	03/01/2023	02/27/2023	PR	Steven J Crawford	\$137.79	O
8989	03/01/2023	02/27/2023	PR	Kyle L Kudela	\$59.96	O
8990	03/01/2023	02/27/2023	PR	Andrew J Lawrie	\$109.93	O
8991	03/01/2023	02/27/2023	PR	Jacob Lawrie	\$48.86	O
8992	03/01/2023	02/27/2023	PR	Matthew Dates	\$28.73	O
8993	03/02/2023	03/02/2023	AW	SQP Print Center	\$853.15	O
8994	03/02/2023	03/02/2023	AW	Josie Brletic	\$1,094.99	O
8995	03/02/2023	03/02/2023	AW	SABPA	\$100.00	O
8996	03/02/2023	03/02/2023	AW	Milks Mower Sales & Svc	\$10,405.94	O
8997	03/02/2023	03/02/2023	AW	OBM	\$256.66	O
8998	03/02/2023	03/02/2023	AW	Diggers of Ohio LLC	\$3,000.00	O
8999	03/02/2023	03/02/2023	AW	Scruples Cleaning Service	\$200.00	O
9000	03/02/2023	03/02/2023	AW	Charles E Harris & Associates, Inc	\$775.00	O
9001	03/02/2023	03/02/2023	AW	Treasurer State of Ohio	\$135.00	O
9002	03/02/2023	03/02/2023	AW	Republic Services	\$134.75	O
9003	03/02/2023	03/02/2023	AW	Buckeye Community Bank	\$1,103.93	O
9004	03/07/2023	03/07/2023	AW	Lorain County Commissioners	\$1,030.00	O
9005	03/07/2023	03/07/2023	WH	Lorain County Commissioners	\$420.00	O
Total Payments:					\$90,567.74	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$90,567.74	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM -

Payment Listing

UAN v2023.1

2/24/2023 to 3/9/2023

Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

2021	GROSS RECEIPTS	OHIO REPARATIONS	CITY OF OBERLIN	TOTAL NET RECEIPTS TO SOUTH AMHERST	COMPUTER FUND CLERK FUND 2904	COMPUTER FUND COURT FUND 2093	GENERAL FUND 1000
SEPTEMBER	\$2,110.00	\$487.50	\$19.50	\$1,603.00	\$130.00	\$39.00	\$1,434.00
OCTOBER	\$3,470.00	\$830.00	\$30.00	\$2,610.00	\$220.00	\$66.00	\$2,324.00
NOVEMBER	\$3,934.00	\$929.00	\$36.00	\$2,969.00	\$250.00	\$75.00	\$2,555.00
DECEMBER	\$4,790.00	\$975.00	\$39.00	\$3,776.00	\$260.00	\$78.00	\$3,438.00
TOTAL	\$14,304.00	\$3,221.50	\$124.50	\$10,958.00	\$860.00	\$258.00	\$9,751.00
2022							
JANUARY	\$3,715.00	\$862.50	\$34.50	\$2,818.00	\$230.00	\$69.00	\$2,519.00
FEBRUARY	\$3,500.00	\$787.50	\$31.50	\$2,681.00	\$210.00	\$63.00	\$2,408.00
MARCH	\$10,875.00	\$2,289.00	\$90.00	\$8,496.00	\$610.00	\$183.00	\$7,703.00
APRIL	\$7,190.00	\$1,567.50	\$61.50	\$5,561.00	\$410.00	\$121.00	\$5,030.00
MAY	\$4,385.00	\$1,000.00	\$42.00	\$3,343.00	\$276.00	\$83.00	\$2,984.00
JUNE	\$4,820.00	\$1,106.50	\$43.50	\$3,670.00	\$300.00	\$90.00	\$3,280.00
JULY	\$4,715.00	\$1,117.50	\$43.50	\$3,554.00	\$290.00	\$87.00	\$3,177.00
AUGUST	\$4,185.00	\$1,037.50	\$40.50	\$3,107.00	\$270.00	\$81.00	\$2,756.00
SEPTEMBER	\$5,375.00	\$1,312.50	\$49.50	\$4,013.00	\$325.00	\$99.00	\$3,589.00
OCTOBER	\$8,830.00	\$2,194.00	\$87.00	\$6,549.00	\$599.00	\$178.00	\$5,772.00
NOVEMBER	\$10,085.00	\$2,340.00	\$93.00	\$7,652.00	\$640.00	\$194.00	\$6,818.00
DECEMBER	\$6,335.00	\$1,462.50	\$55.50	\$4,817.00	\$370.00	\$111.00	\$4,336.00
TOTAL	\$74,010.00	\$17,077.00	\$672.00	\$56,261.00	\$4,530.00	\$1,359.00	\$50,372.00
2023							
JANUARY	\$8,550.00	\$2,033.00	\$81.00	\$6,436.00	\$560.00	\$164.00	\$5,712.00
FEBRUARY	\$7,480.00	\$1,800.00	\$72.00	\$5,608.00	\$490.00	\$149.00	\$4,969.00
MARCH							
APRIL							
MAY							
JUNE							
JULY							
AUGUST							
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							
TOTAL							

Village of South Amherst

103 West Main Street
South Amherst, OH 44001-2923
Office: 440/986-1061

Building permits issued for February 2023

330 Annis Rd	Pole barn 30x40 Concrete pad
582 S Lake St	Roof permit
112 N Lake St	Generator replacement
330 Annis Rd	electric & plumbing barn
330 Annis Rd	Inlaw suite, electric, plumbing
300 N Lake St	BR - plumb, electrical, HVAC, struct.

Zoning permits issued for February 2023

330 Annis Rd	Pole barn 30x40 Concrete pad
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SOUTH AMHERST FIRE DEPARTMENT

DENNIS HEVENER, FIRE CHIEF

105 West Main Street
South Amherst, OH 44001
Phone: 440-986-5901
Fax: 440-986-8688
Email: Firechief@southamherst.org

Mayor David Leshinski
Members of the Safety Committee
Fiscal Officer Michelle Henke
Members of Village Council
Village of South Amherst

March 8, 2023

Here is my monthly call report for fire.

We had a total of 19 runs.

We had 13 EMS runs.

We had 1 MVA.

We had 5 Mutual aid calls.

Trainings were SCBA maintenance and search and rescue we also trained for RIT.

And we had EMS training.

Sincerely,

Dennis Hevener
Fire Chief
South Amherst Fire Department

**RECORD OF ORDINANCE
VILLAGE OF SOUTH AMHERST**

Ordinance No. 1759-23

Passed: _____

**AN ORDINANCE REPEALING EXISITNG ORDINANCE 1693-21 AND
REPLACING WITH ORDINANCE 1759-23 TO AUTHORIZE THE RENTAL OF
THE SOUTH AMHERST COMMUNITY PARK PAVILION AND SETTING THE
RATE AND DECLARING AN EMERGENCY**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE
OF SOUTH AMHERST, LORAIN COUNTY, STATE OF OHIO THAT:**

SECTION 1: The Council of the Village of South Amherst hereby authorizes the rental of the South Amherst Community Park Pavilion at a rate of \$20.00 per four (4) hours. Payment is nonrefundable and dates may be rescheduled within the same calendar year if needed.

SECTION 2: This Ordinance is effective as of April 1, 2023.

SECTION 3: It is found and determined that all formal actions of this Council and relating to the adoption of this Ordinance were in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is declared to be an emergency measure necessary for the efficient and orderly operation of the Village of South Amherst and services to the Village, and the immediate preservation of the public health, safety and welfare of the Village, wherefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval.

First Reading: February 13, 2023

Second Reading:

PASSED:

David J. Leshinski, Mayor

ATTEST: _____
Michelle Henke, Fiscal Officer

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 1759-23 was made by posting true copies thereof in at least three of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Michelle Henke, Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director
SA\2023 Ord. 1759-23 Park Pavilion Rental

RESOLUTION NO. 687-23

*Agreement with Jack Doheny Companies (JDC)
on behalf of the SABPA for Rental Equipment*

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, March 13 2023, Council moved to adopt the following Resolution and declaring an emergency:

WHEREAS, the Village of South Amherst authorizes the Mayor to enter into an agreement with JDC on behalf of the SABPA.

NOW THEREFORE, it is hereby RESOLVED by the Council that:

The Village of South Amherst elects to enter into an agreement with JDC per the Rental Contract Terms and Conditions (Exhibit A) and the Account Application Agreement (Exhibit B); and

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

That this resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 13th day of March, 2023

First Reading:

Second Reading:

PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

RESOLUTION NO. 687-23

*Agreement with Jack Doheny Companies (JDC)
on behalf of the SABPA for Rental Equipment*

Lorain County, Ohio

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 687-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director

SA12023 Res. 687-23 JDC Agreement



Rental Contract:
Customer Code:
Branch #:

Terms and Conditions

1. **Ownership.** The equipment is the property of Lessor and is to be returned to the place where rented at the end of the rental term. In the same general condition as when received, excepting ordinary wear and tear. If Lessee fails to make any payment when due, attempts to sell or encumber the equipment, ceases operation, institutes or has instituted against him proceedings under bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or fails to comply with any other provision of this rental agreement; or if any attachment, execution, writ or process is levied against the equipment of any of Lessee's property, or if for any reason Lessor deems itself insecure or the equipment unsafe, Lessee agrees to deliver the equipment to Lessor on demand and the Lessor may enter on any job, building or place where the equipment is located and take possession thereof without notice to Lessee and the rental agreement shall thereupon terminate at the option of the Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the equipment, costs of removal from the Lessee's possession and all transportation and other charges incurred. If legal action is required to enforce Lessee's obligation hereunder, Lessee agrees to pay the costs of thereof including reasonable attorney's fees paid by Lessor.
2. **Terms.** Lessee shall pay all rental, time, mileage, service, transportation, refueling, and other charges. Billing is on standard 28-day billing cycle, with incremental billing. Daily rates apply between 0 to 3 days. Weekly rates apply from 4 days up to 3-week terms. Monthly rates using a 28-day standard apply for all other periods. If the rental unit is not returned by the 28th day, the unit will automatically renew to a new 28-day period and continue renewing on a new 28-day period until the unit is returned. Stipulated rates entitle Lessee to 8 hours per day, 40 hours per week, and 176 hours per month of operation. Excess usage will be prorated from the stipulated rental rates and this, plus taxes, will be charged. All Lessor shall have a lien, as allowed by law, for charges incurred hereunder upon premises and improvements upon which equipment is employed. Rentals are payable net 30 days from invoice date unless otherwise specified. Lessee pays all shipping, loading, unloading, assembling, and dismantling expense. The Lessee hereby agrees to pay all collection and legal fees if such action is necessary.
3. **Use.** Equipment shall be used solely in customer's business and only within iterated capacity by competent personnel in a safe and careful manner. Equipment shall not be used to carry persons for hire, to carry persons other than drivers or helpers employed by Lessee (and these shall be carried within the cab) and then only if such carriage is lawful; to transport property for hire unless Lessee obtains all necessary permits and licenses in violation of any law or ordinance or in any speed contest for carrying or hauling of explosives or other hazardous material. If equipment is used in violation of the paragraph, or is obtained by Lessor by fraud or misrepresentation, or if used in furtherance of any illegal purpose, all use of equipment is without Lessor's permission. At no time shall the Equipment be used in or near water. Lessee shall not subject the Equipment to careless or needlessly rough usage and Lessee hereby agrees that the Equipment shall be operated, inspected, maintained, and repaired only by experienced, competent persons under Lessee's supervision and control. The Equipment shall be operated in a safe and lawful manner at all times, and in accordance with the manufacturer's operator's manual, OSHA rules and ANSI standards. Lessee's operation of the Equipment shall not exceed the manufacturer's safety requirements and rated load capacities. If the Equipment is a crane or aerial lift, it is to be used as a materials lift or personnel lift ONLY. Demolition, dynamic compaction, pile driving, and clamming work require additional documentation and equipment authorized only by Lessor in writing. Equipment shall not be used when overloaded, while the operator is under the influence of drugs or alcohol in violation of state or federal law, or to carry persons or property for hire. Lessee hereby assumes all responsibility and liability for the adequacy of design and strength of any lifting lug or device embedded in or attached to any object, and any and all rigging or lifting apparatus (even if such rigging or lifting apparatus is supplied by Lessor to Lessee).
4. **Maintenance.** Lessee shall perform and pay for all normal periodic service, adjustments, and lubrication of equipment before each shift in accordance with the supplied service and operation manuals, with the exception of annual boom inspection and dialectic testing. If equipment fails to operate properly or needs repair, Lessee shall cease using immediately and notify Lessor.
5. **Insurance.** Lessee will purchase and maintain in force during the time of the rental period, insurance policies in at least the amounts listed below, covering the equipment between the time of the delivery thereof to the Lessee and return to the Lessor for disposition. Said insurance shall be written by an insurance company or companies of adequate financial responsibility maintain and AM Best Rating of at least A-, Class VIII or higher acceptable to Lessor, insuring Lessee against any loss, damage, claims, suits, actions or liability, caused by or occasioned by or arising from any use of the equipment by or negligence of Lessee or any of Lessee's agents, servants, visitors, licensees, or employees during the lease term. The insurance shall by endorsement name Lessor as an additional insured and loss payee. Such endorsement or endorsements shall provide in each case that said insurance company or companies shall give to Lessor at least thirty (30) days' notice in writing of proposed cancellation, modification, or alteration of any said insurance.



Rental Contract:
Customer Code:
Branch #:

Commercial General Liability	\$1,000,000 per occurrence, with general aggregate of \$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Automotive Liability Combined Single Limit	\$1,000,000
Excess/Umbrella Liability	\$1,000,000 each occurrence
Workers' Compensation / Employers Liability	
E.L. each accident	\$500,000
E.L. Disease - EA Employee	\$500,000
E.L. Disease - Policy Limit	\$500,000

Auto Physical Damage: The Lessee shall purchase insurance covering the physical damage, up to the highest value of equipment rented from Lessor and list Lessor as Loss Payee.

Inland Marine: all risk coverage (physical damage insurance), with any overload, boom and jib exclusion deleted, for the full replacement value of the Equipment in the amount indicated on the face hereof.

JDC to be listed as additional insured for general, auto and umbrella coverages.

Waiver of subrogation issued in favor of JDC for general, auto and umbrella coverages.

Lessee policies are primary and non-contributory.

JDC is listed as loss payee on the auto policy with respect to rented vehicle(s)

Lessee shall furnish Lessor with a copy of the policies referred to above, or other evidence thereof acceptable to Lessor. Policies covering the aforementioned fire, theft and collision insurance shall bear endorsements to the effect that proceeds thereof shall be payable to Lessor and/or Lessee as their interests may appear. Lessor shall, on demand, furnish Lessor a certificate of such insurance which may not be canceled or materially modified except on twenty (20) days prior written notice to lessor. Lessee agrees to abide by the provisions of said policy and to notify Lessor and the insurer of any accident or occurrence involving equipment immediately by telephone and thereafter to promptly report to them in writing all information relevant thereto. Lessee, its agents, and employees shall cooperate fully with Lessor and insurer in the investigation, prosecution and or defense of any claim or suit and shall do nothing to impair or invalidate the applicable insurance coverage. Lessor's acquiescence in Lessee's certificate(s) of insurance shall not be a waiver of Lessee's insurance obligations hereunder.

Lessee shall also keep the equipment insured for its total present value against any loss or damage through accident, fire, weather condition, theft or malicious destruction and any other insurable risks. Lessee shall defend, indemnify, and hold harmless lessor, its subsidiary and affiliated companies, their officers, agents and employees, against all loss, liability, and expense, including reasonable attorney's fees, by reason of bodily injury, including death and property damage sustained by any person or persons, including but not limited to employees of Lessee as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing, or transportation of equipment, whether such bodily injury, death or property damage are due or claimed to be due to any negligence of lessor, employees or agents of lessor or any other person.

6. **Regulations.** Lessee shall, at his own expense, comply with all local, state, and federal regulations affecting equipment and its use, operation, erection, dismantling, and transportation. Including all federal and local Department of Transportation regulations, licensing, and building code requirements and shall defend, indemnify, and hold harmless Lessor from all loss, liability, or expense resulting from actual or asserted violations of such laws, requirements, or regulations. Lessee is responsible for ensuring compliance by it and its' employees/agents, and of the equipment itself, with all applicable laws, regulations, and ordinances, including the OSHA standards. Lessee shall also comply with all applicable ANSI Standards. Lessor shall have no responsibility of any kind for compliance with any such laws, regulations, or ordinances during the period the Equipment is in Lessee's possession or control.
7. **Rental Contract.** This is a rental contract only and Lessee cannot assign it. Lessee is not an agent or employee of lessor for any purpose. Lessee shall not suffer any liens or incumbrances to attach to equipment and shall defend, indemnify, and hold Lessor harmless from all loss, liability, and expense by reason thereof. Use of equipment by others than Lessee or its employees, approved in writing in advance by Lessor, shall be at Lessee's sole risk. Lessor shall not be liable for loss or damage to any property left, stored, loaded, or transported by Lessee or any other person in or upon equipment, whether or not due to the negligence of Lessor, its agents or employees: (a) at any time whether equipment then be in the physical possession of Lessee or Lessor or anyone else; (b) or at any place including without limitation any of Lessors' garages or locations. Lessee hereby assumes all risk of such loss or damage, from and against all loss, liability, and expense caused or arising out of Lessee's failure to comply with the terms of the agreement.
8. **Recovery.** Lessor shall have the right to issue and circulate theft notices; cause warrants to be issued for the taking into custody of Lessee, his agent, partner, or employee, and/or take any other steps which Lessor shall reasonably deem necessary to recover



JDC

Rental Contract:
Customer Code:
Branch #:

equipment if it is not returned at the time specified, or sooner as permitted by the terms of the rental period. Lessee hereby releases and agrees to indemnify Lessor against all claims for damages or losses which Lessee or other party may sustain as a result of any action taken by Lessor under the preceding sentence. All charges are subject to final audit.

9. **Loss.** In the event of loss, theft or damage to equipment, lessee agrees to notify lessor immediately by telephone, and thereafter to promptly report in writing to lessor and the public authorities (where required by law or by lessor) all information relating thereto. Lessee shall cause its agents and employees to give lessor and the public authorities' proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft, or damage.
10. **Repairs.** When provided to Lessee, equipment is believed to be in good mechanical condition. Lessee shall examine equipment upon delivery and promptly notify lessor of any evidence to the contrary, if, during Lessee's use of the equipment during the term of this agreement, or any extensions thereof, equipment is found not to be in good mechanical condition as a result of conditions not the responsibility of or caused by the fault or negligence of lessee, its employees or agents (including but not limited to a failure of lessee to service, adjust and lubricate equipment) Lessee will notify Lessor who at its option will (a) repair or suitably replace equipment (within a reasonably time during lessor's normal working hours, the commencement or renewing of the terms of this agreement to be tolled for the period equipment is down or, (b) remove equipment and terminate this agreement by refund prepayments of rental charges; if any, for the unexpired agreement term, less whatever is due Lessor for damage to or maintenance of equipment which is lessee's responsibility. Lessee agrees to provide full access to equipment to Lessor's representatives so as to enable Lessor to meet its responsibilities hereunder. Conversely, repairs required as a result of damage, improper operation, or maintenance will be charged to Lessee and rental will continue until repairs are completed. Unless this agreement is accompanied by a separate tire or track wear agreement, Lessee will be responsible and charged for cuts, tears, punctures, bruises and separation of tires or unusual wear or damage to tracks. In this regard, any expenses incurred for field travel, mechanic's time or hauling of equipment to effect repairs will be charged to Lessee. Notwithstanding the previous paragraphs, Lessee agrees to indemnify Lessor its subsidiaries and affiliated companies and their officers, agents and employees to the extent provided in the other terms and conditions of this agreement.
THE FOREGOING IS IN LIEU OF (A) ALL WARRANTIES EXPRESS IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (B) ALL OBLIGATION OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF EQUIPMENT
Any failure of performance by Lessor which is due to causes beyond Lessor's control, including but not limited to acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, and delays of supplies is not deemed to be a default by lessor.
11. **Interest.** Invoices unpaid within the terms of Lessor's invoice will accrue interest at the rate of 18% per annum. The Lessee agrees to pay any non-sufficient fund charges as allowed by law in the event of a returned check.
12. **Refueling.** Lessee agrees to return equipment with the same amount of fuel as when rental began, otherwise lessee will be charged for refueling upon return. For rentals of on-road equipment which utilize diesel fuel, lessee agrees to only use on-road diesel fuel to fuel the equipment. A fee of \$5,000 parts and labor plus fuel fill at \$9/gallon will be charged for any vehicle returned which has been filled by off road dyed fuel during the rental period. Use of off road dyed fuel will require a flushing of the fuel system, including replacement of all filters, hoses, couplings and diaphragm transfer pump, disposal of off-road fuel, and refilling with on-road diesel.
13. **Cartage.** If lessor arranges transportation of equipment on behalf of Lessee, Lessor is not responsible in any way for delays in arrival/ pick up dates or times
14. **Complete Agreement.** This instrument expresses the entire agreement between the parties. Lessee's execution of this instrument and/or acceptance of delivery of any part or equipment to be furnished hereunder will constitute Lessee's acceptance of the provisions contained herein and the exclusion of any terms and conditions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the provisions contained herein.
15. **Additional Terms & Conditions.** This Lessor cooperates with all Federal, State, and local enforcement officials nationwide to provide the identity of customers who operate this CMV. The rental agreement entered into by the lessor and the renting motor carrier is carried on the rental commercial vehicle for the full term of the rental agreement.

Each person executing this Agreement warrants and represents that he or she is duly authorized to execute this Agreement on behalf of the party for whom he or she has signed, and that he or she has the legal authority to bind the party for whom he or she has signed to all of the terms, conditions and provisions set forth herein.

Signature: _____

Printed Name: _____

Account Application

*Application must be complete for processing



Type of account ☐ COD ☐ Credit Card ☐ Credit

Purchase Type ☐ Parts/Service ☐ Rental ☐ Both

Customer Type ☐ New ☐ Existing/ID _____

Date _____ Sales ID _____ Branch # _____

Have you applied for credit with JDC under an existing or previous business name? Y/N N

*If yes: Company _____

Acct # _____

Account Information FEIN 34-6002694

Company VILLAGE OF SOUTH AMHERST

Address 103 WEST MAIN ST

City SOUTH AMHERST

State OH Zip 44001 Phone # 440-986-2222 EXT 2

Year started 1918 Annual Sales \$ 1.1 M

Tax Exempt? Y/N *Y

*If exempt please include your completed tax exempt form.

Principal 1 DAVID LESHINSKI

Title MAYOR

Email MAYOR@SOUTHAMHERST.ORG

Home Add 5797 RUSSIA RD

City/St/Zip SOUTH AMHERST OH 44001

Personal Phone 440 522 8995

Principal 2 MICHAEL HUNKE

Title FISCAL OFFICER

Email FISCALOFFICER@SOUTHAMHERST.ORG

Home Add 12915 GARFIELD RD

City/St/Zip BOLLING HTS. OH 44814

Personal Phone 440 986-1719

Shipping Address ☐ Same as above

Address 103 WEST MAIN ST

City SOUTH AMHERST

State OH Zip 44001

Billing Information:

A/P Contact MICHAEL HUNKE

A/P Phone 440-986-2222 EXT 2

A/P Address _____

(if different) _____

A/P Email FISCALOFFICER@SOUTHAMHERST.ORG

A/P Email WATOLC@SOUTHAMHERST.ORG

*Email address for Invoices/Statements

Authorization and Terms

*Signature required

Applicant is authorized by the company to enter into this agreement.

Signature _____

Printed Name _____

Date _____

Payment Terms

*Signature required

COD/Credit Card sales:

Applicant agrees to pay for all amounts billed at the time of purchase. If payment is not rendered at the time of purchase, all remedies stated in our credit terms will apply to amounts due.

Signature _____

Printed Name _____

Date _____

Credit Sales:

Applicant authorizes JDC to obtain Bank References and/or Credit Reports now and as needed to maintain an open account with JDC.

Additional Conditions: Payment terms are Net 30

days upon credit approval. Additional terms of sale including terms of payment and allowable discounts for each purchase are agreed to below as well as those specified on the face of each invoice. Balances carried past the due date or over established credit line will cause new orders to be held out of production Remedies: The customer hereby agrees to pay all collection and legal fees if such action be necessary, as well as 1.5% per month / 18% per annum interest on any past due invoices, as well as any Non-sufficient fund charges as allowed by law in the event of a returned check. Property and products sold in association with extending credit to the applicant remains under the ownership of creditor until fully paid for. I have read these conditions and hereby agree to them.

Signature _____

Printed Name _____

Title _____ Date _____

Type of Business

☐ Environmental

☐ Gas & Oil

☐ Industrial Plant

☐ Petro Chemical

☒ Sewer & Water

☐ Overhead Utility Construction

☐ Underground Utility Construction

☐ Other

Do you require a PO number on invoice? Y/N _____

TEAMJDC.COM



777 DOHENY COURT
PO BOX 609
NORTHVILLE MI 48167
t 248.349.0904
f 248.349.2774

MINIMUM RENTAL INSURANCE REQUIREMENTS

The Jack Doheny Companies requests an "Acord Certificate of Liability Insurance" from your insurance company with the following minimum requirements, (see attached Sample Form).

*****In the event these requirements cannot be met, contact Jack Doheny Companies Corporate Rental Office at 1-800-336-4369*****

General Liability

Each Occurrence:	\$1,000,000
Personal & ADV Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products – Comp/OP Aggregate:	\$2,000,000

Automobile Liability

Combined Single Limit:	\$1,000,000
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Certificate **MUST** note coverage for Automobile Physical Damage in addition to liability coverage

Excess/Umbrella Liability

Each Occurrence:	\$1,000,000
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Workers Compensation and Employers' Liability

E.L. Each Accident:	\$500,000
E.L. Disease – EA Employee:	\$500,000
E.L. Disease – Policy Limit:	\$500,000

Description of Operations (Blanket Coverage)

- Jack Doheny Companies, Inc. (JDC) and its subsidiaries, affiliates and/or assigns are an additional insured with respects to the insured's general liability, automobile liability and umbrella/excess liability coverage.
- A waiver of subrogation is issued in favor of JDC, its subsidiaries, affiliates and/or assigns on all insurance evidenced on this certificate of insurance.
- All policies are primary ad non-contributory.
- Vehicle is either listed as a covered auto for physical damage on automobile policy or must show evidence of hired auto physical damage coverage.
- JDC is listed as loss payee on the leased/rented equipment (inland marine/equipment floater) policy.

Description of Operations (Unit Specific)

- Jack Doheny Companies, Inc. (JDC) and its subsidiaries, affiliates and/or assigns are an additional insured with respects to the insured's general liability, automobile liability and umbrella/excess liability coverage.
- A waiver of subrogation is issued in favor of JDC, its subsidiaries, affiliates and/or assigns on all insurance evidenced on this certificate of insurance.
- All policies are primary ad non-contributory.
- Vehicle is either listed as a covered auto for physical damage on automobile policy or must show evidence of hired auto physical damage coverage.
- List and describe unit by VIN and Module serial number including replacement value.
- JDC is listed as loss payee on the leased/rented equipment (inland marine/equipment floater) policy.

Certificate Holder:

Jack Doheny Companies, Inc
777 Doheny Dr.
Northville, MI 48167

RESOLUTION NO. 688-23

Restore Local Government Fund to Pre-Recession Levels

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, March 13 2023, Council moved to adopt the following Resolution and declaring an emergency:

WHEREAS, the Village of South Amherst strongly urges the Ohio Governor and members of the Ohio General Assembly to restore the Local Government Fund to pre-recession levels.

WHEREAS, the Local Government Fund was reduced in 2011 by 50% during Gov. Kasich's Administration from 3.68% of General Revenue Funds to its current level of 1.66% of General Revenue Funds; and

WHEREAS, past Ohio General Assemblies have repeatedly decreased funding and revenue sharing in recent years in addition to significantly reducing the Local Government Fund, including eliminating the Estate Tax and phasing out the Tangible Personal Property Tax; and

WHEREAS, these reductions have resulted in a loss of revenue of approximately \$1,464,000.00 (one million, four hundred sixty-four thousand dollars) for the Village of South Amherst; and

WHEREAS, this sudden revenue loss has made it increasingly difficult to provide basic services, rebuild infrastructure, and bolster public safety services; and

WHEREAS, when municipalities experience success in fostering safe communities, building sound infrastructure, and increasing economic development, the State of Ohio reaps the benefits as well.

WHEREAS, a reinvestment in the Local Government Fund would aid the state in its goal of lowering taxes on the individual by enabling municipalities to decrease the local tax burden.

NOW, THEREFORE, BE IT RESOLVED by Council, of the Village of South Amherst, Ohio that:

Section 1. The Ohio General Assembly should restore the Local Government Fund to pre-recession levels, ensuring that local communities are able to provide crucial services and improvements in infrastructure and public safety.

Section 2. This Council does hereby declare its opposition to any further cuts to the Local Government Fund or the future diversion of revenues from the Local Government Fund.

RESOLUTION NO. 688-23

Restore Local Government Fund to Pre-Recession Levels

Lorain County, Ohio

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

That this resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 13th day of March, 2023

First Reading:

Second Reading:

PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 688-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director

SA\2023 Res. 688-23 Local Gov Funds Restored

RESOLUTION NO. 689-23

*Northeast Ohio Public Energy Council (NOPEC)
Energized Community Grant Program 2023 NEC Grant Acceptance*

Lorain County, Ohio

Be It Resolved, *by the Council of the Village of South Amherst*

WHEREAS, this date, April 10, 2023, Council moved to adopt the following Resolution:

WHEREAS, the Village of South Amherst authorizes the Mayor all actions necessary to accept Northeast Ohio Public Energy Council (NOPEC) 2023 Energized Community Grant.

WHEREAS, the Village of South Amherst is a member of NOPEC and is eligible for one or more NOPEC Energized Community Grant (s) for 2023 as provided for in the NEC Grant Program guidelines (Exhibit A); and

NOW THEREFORE, it is hereby RESOLVED by the Council that:

the Village of South Amherst wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form (Exhibit B) presented to this Council to receive one or more NEC Grant (s); and

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 10th day of April, 2023

First Reading:

Second Reading:

PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

RESOLUTION NO. 689-23

*Northeast Ohio Public Energy Council (NOPEC)
Energized Community Grant Program 2023 NEC Grant Acceptance*

Lorain County, Ohio

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 689-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director

SA\2023 Res. 689-23 NOPEC 2023 Grant Accept



NOPEC Energized Community (NEC) Grant 2023 Program Policies

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which provides grants to existing NOPEC member electric and gas communities. Existing member communities are defined as those with metered accounts enrolled in NOPEC's electric and/or gas aggregation during the previous calendar year. The new grant program year will begin on January 1, 2023, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

NEC grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. The Community Investment Manager (CIM) will have oversight and day-to-day management responsibility for the program.

Deadlines: NOPEC member communities that wish to accept the grant award must have a completed and approved profile by June 30, 2023. Any grant funds not accepted, with an approved community profile by June 30, 2023, will be returned to the grant pool. Grant funds must be drawn down via disbursement request by November 30, 2025. Funds not drawn down by that date will be returned to the grant pool.

Eligibility and Notification: Existing NOPEC member communities enrolled in both gas and electric on January 1, 2023, will be paid cash grants at the rate of [\$4] per enrolled account for gas and [\$6] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program on January 1, 2023, only will be paid cash grants at the rate of [\$3] per enrolled account. Existing NOPEC member communities enrolled in the electric program only on January 1, 2023, will be paid cash grants at the rate of [\$5] per enrolled account. Enrolled accounts will be determined based on an average, using August 2021-September 2022 metered accounts. The minimum grant amount will not be less than \$250.00 for all eligible communities.

Member counties and regional council of governments (COG) will also receive grants based on the communities and programs enrolled through the county or COG membership. Grants will be calculated using the same averaging method as the community grants. County and regional COG members will receive [\$1.50] for gas and

[\$2] for electric, per enrolled account per year, in communities enrolled for both programs, and [\$50] for gas or [\$1.00] for electric, in communities enrolled for a single aggregation program.

The Chief Elected Official and the Chief Financial Official of member communities, regional COG and counties will be notified by letter in January 2023 of the grant amount available for its use. Each community must enter into a grant agreement, if required, with NOPEC, Inc. Each year, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to conduct on-line program activities on behalf of the community. All grant activities, including the profile and disbursement request processes, will be completed, and submitted online.

Processing: The first step for the NEC grant program is completing the community profile. Returning users may use the same account created in 2022 and new grant representatives will create a community profile in the online grant program for a new community.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant and upload a pdf file of executed Grant Agreement. The deadline to accept the grant and upload the required documents for the profile step is June 30, 2023. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete disbursement requests to draw down their accepted NEC Grant funds. New requests will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., invoices, AIA forms, or receipts) must be attached. All disbursement requests must be submitted electronically in the grant system. NEC Grant funds must be drawn down using the first in first out (FIFO) accounting method, meaning communities must draw down previous NEC Grant award balances prior to accessing the 2023 award.

Staff will review each request to determine if it meets the criteria and formally approve each project funded. Communities may begin the work during the review process, but it does not guarantee funding approval. Work that is determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible uses include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Streetlights and traffic lights are also eligible, if a demonstrated utility savings to the community will result. Examples of ineligible projects would include vehicles or equipment (other than an emergency generator) that are powered by gasoline or diesel, and do not reduce utility costs. Project examples for eligible energy infrastructure include natural gas filling stations, electric vehicle charging stations and emergency

generators. Installing power to a facility such as a gazebo or baseball field are other examples of eligible energy infrastructure.

In addition to the projects listed above, communities may use grant funds for the lease or purchase costs of plug-in electric vehicles.

Grants may also be used to benefit commercial properties. Options include covering the cost of energy audits or set-up costs for establishing an Energy Special Improvement District. Programs benefitting residents are also eligible. Providing residents LED light bulbs or establishing a residential energy audit program funded by the NEC grant program are two examples.

Multi-jurisdictional uses are eligible. Each community must request its own grant funds for a multi-jurisdictional use. Non-NOPEC members may be part of a multi-jurisdictional use but will not be eligible for any grant funds from NOPEC.

If a community completed work that meets the eligibility requirements within the previous calendar year it may submit that project for the grant.

If a member community conducts an energy audit for the proposed work, audit costs may be defrayed with grant funds. The audit must be performed by a credentialed professional.

Once the request is reviewed and approved, the community will receive written confirmation. Each approved request will become an exhibit to the Grant Agreement. A member community must be a member in good standing of the Northeast Ohio Public Energy Council, as defined in the NOPEC, Inc. Grant Agreement with the community, at the time of written confirmation and at the time of disbursement to receive a 2023 NEC Grant award.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed for community-owned facilities or work, in accordance with local requirements, with qualified professionals. Disbursements will be made until funds have been depleted. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. For existing NOPEC communities enrolled in the gas program only, 2023 NEC Grant awards will become available for disbursement after the community has an approved 2023 profile. Those communities receiving a bonus rate for the award calculation, will have those bonus amounts (sans electric base award) available for disbursement after they have an approved 2023 profile. Base electric awards will become available for those communities with an approved 2023 grant profile on October 1, 2023.

This is not a reimbursement grant, i.e., communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities create the Disbursement Request(s) with appropriate supporting documents submitted on-line. Appropriate supporting documents include invoices or AIA forms for work completed or signed

contracts that specify an advance prior to the start of the project. Quotes or proposals are not acceptable documents for Disbursement Requests.

The CIM will review all disbursement requests and submit them for processing to the NOPEC CFO. All disbursements are approved by the Executive Director or other authorized person. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion, if the project is selected for measurement and verification. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

The CIM will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program, including whether a community is a member in good standing of NOPEC, shall be final, conclusive, and binding on all grant recipients.

NOPEC 2023 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and Village of South Amherst, Lorain County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2023 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2023 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for qualified use in accordance with the program policies must be submitted by November 30, 2025. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2023 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2023, and shall expire on December 31, 2023, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Title: Mayor
Name: David J. Leshinski
South Amherst, Ohio

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

Village of South Amherst, Ohio

Individual Authorized by Grantee's
Legislation

By: _____

Title: _____

Date: _____

GRANTOR:

NOPEC, INC.

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

RESOLUTION NO. 690-23

*Support of the Harris Radio System for
Lorain County Safety Forces*

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, March 13 2023, Council moved to adopt the following Resolution and declaring an emergency:

WHEREAS, the Village of South Amherst strongly urges the Lorain County Commissioners to reverse Temporary Resolutions 23-15 and 23-16 in order to proceed with acquisition of the L3 Harris System and the purchase of mobile and portable radios for public safety organizations and first responders in Lorain County.

WHEREAS, as a result of limitations with Lorain County's analog and digital radio communications system, District personnel are often unable to receive a clear signal from Lorain County Dispatch in certain locations within the District's geographical territory; and

WHEREAS, on May 9, 2018, the Lorain County Board of Commissioners (the "Board of Commissioners") passed Resolution No. 18-317 wherein it authorized entering into a contract with Mission Critical Partners ("MCP") to perform an independent assessment of Lorain County's analog and digital radio communications system; and

WHEREAS, in February 2019, in fulfillment of its obligations under its contract with the Board of Commissioners, MCP issued its Radio System Technical Assessment Final Report (the "MCP Report") wherein it made the following findings:

1. Several system core components will reach obsolescence within three to five years. When these components reach end of life, manufacturer technical support will no longer be available and that spare parts would be available only through third party vendors.
2. The current system design includes single points of failure that can leave first responders with no way to be dispatched or to communicate for an extended time if a system failure occurs.
3. The current system lacks reliable countywide coverage and full interoperability.
4. The current system does not have enough channel capacity for large-scale or multiple simultaneous incidents.
5. The current system does not have encryption for law enforcement; and

WHEREAS, the MCP Report concluded that the existing county radio communications system could not be upgraded to meet the requirements recommended by the MCP Report in its present configuration, thereby requiring that a new radio communications system be acquired to replace the existing systems; and

RESOLUTION NO. 690-23

*Support of the Harris Radio System for
Lorain County Safety Forces*

Lorain County, Ohio

1. The Village supports the Board of Commissioners' immediate procurement of the L3Harris System for use by Lorain County public safety organizations and first responders, including the District.

2. The Village disapproves and does not support the Board of Commissioners' rescission of: (a) its purchase of the L3Harris System; (b) its intent to purchase of mobile and portable radios for public safety organizations and first responders; and (c) the approval of the use of ARPA funds for these purposes, as such rescission has imprudently delayed the implementation of a properly functioning county-wide radio communications system, thereby compromising the health and safety of the residents of Lorain County.

3. The Village implores the Board of Commissioners to reverse Temporary Resolution Nos. 23-15 and 23-16 and to proceed, immediately and without delay, with the acquisition of the L3 Harris System and the purchase of mobile and portable radios for public safety organizations and first responders in Lorain County.

4. The Village's Fiscal Officer shall forward a certified copy of the forgoing Resolution to the Board of Commissioners forthwith.

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

That this resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 13th day of March, 2023

First Reading:

Second Reading:

PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

RESOLUTION NO. 690-23

*Support of the Harris Radio System for
Lorain County Safety Forces*

Lorain County, Ohio

ATTEST: _____
Fiscal Officer

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 690-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director
SA/2023 Res. 690-23 Support Harris Radio System

Comparing MARCS and Cleveland Communications, Inc. Radio Systems

Interoperability

MARCS - It is an established state owned Phase I 700/800 MHz system that has many users throughout Ohio. Users can access the system from anywhere in Ohio provided they are able to connect to one of the towers. Communications is limited to those agencies that are also on the MARCS system.

Cleveland Communications - The proposed system will be a privately owned Phase II 700/800 MHz simulcast that will have connectivity to other systems that are service by Cleveland Communications and the City of Cleveland system.

Coverage

MARCS - Many tests were conducted throughout our communities with varying results. In some areas in-building coverage was limited and we were told that the 95% coverage is for outside areas. To achieve 95% coverage in most buildings, a vehicle repeater or BDA's (Bi-Directional Amplifier) would have to be utilized. MARCS has a plan to add antennas and repeaters in Lorain County to achieve 95% outside coverage at a cost of \$4,850,000.

Cleveland Communications - The proposed system would guarantee a 95% coverage in buildings for all communities without the use of a vehicle repeaters or BDA's (Bi-Directional Amplifier). It is also their intention to build the necessary sites in Lorain County to achieve the 95% coverage in buildings.

Costs

MARCS - There are no upfront cost to join the system and the current cost is \$10 a month per radio that is programmed to the system and \$40 a month per control station (dispatch radio). The cost is controlled by the biennial budget of the State of Ohio. MARCS does not provide any radio equipment to the users. Users are responsible for purchasing their own radios. There is no contract only a user agreement that would need to be executed. However, to ensure 95% coverage outside, several antennas would need to be installed at a cost of \$4,850,000.

Cleveland Communications (CCI) - The proposed cost is \$10 a month per radio that is programmed to the system and \$40 a month per control station (dispatch radio). The proposal would include a two-year contract that locks in the fees. The cities of Avon, Avon Lake, Sheffield Lake and Sheffield Village have already signed an agreement with CCI and North Ridgeville is pending. CCI provided 100 radios to those communities to be divided evenly. A discounted price for radio equipment will also be extended to the communities for two years. CCI will provide the equipment necessary to guarantee 95% coverage indoors at no additional cost.

Comparing MARCS and Cleveland Communications, Inc. Radio Systems

	MARCS	CCI
Cost Per Month	\$10 per radio \$40 per base radio	\$10 Per Radio \$40 per base radio
Contract	None- user agreement	2 year agreement 200 radios on the NE system – all cities combined. Cities include: Avon, Avon Lake, Sheffield Lake, Sheffield Village and pending North Ridgeville.
Equipment Provided	None	Radios to be divided amongst the participating entities; Installation of antennas and repeaters as needed to achieve 95%+ indoor coverage guaranteed
Coverage	95% outdoor coverage – for 95% indoor coverage the use of mobile repeaters and BDA's will be needed in some areas. Mobile repeaters and BDA's not part of contract	95% indoor coverage guaranteed as part of the contract. Outdoor coverage will be 98% or better.
State-Wide Coverage	Phase 1 system. Available in all counties in Ohio, primarily used by State Patrol and ODOT; Able to talk to anyone anywhere in the state. Out-of-state coverage limited to 10-miles outside of Ohio	Phase 2 system. Lorain will be able to talk to Huron and Medina County departments. With option for LTE, will be able to talk to anyone in the world where internet is available
Radio Bands	Single band only. 700/800 MHz	All bands; 700/800 MHz, VHF and UHF
Expandable	No	Yes
LTE Capable	No	Yes

Summary:

When comparing the costs of MARCS vs CCI, one must take note that the MARCS radio is only a Phase 1 single band radio meaning if you would need to contact another agency on a different frequency such as VHF or UHF, you would need to purchase a separate radio in order to do so. This would double the price of the overall cost of radios needed. In order to get 95% outside coverage throughout Lorain County, MARCS is requesting payment for adding antenna sites in Lorain County at a cost of \$4.85-million. Vehicle repeaters and BDA's (Bi-Directional Amplifier) would be needed to reach 95% coverage in buildings. The cost of a vehicle repeater is approximately \$5500 and BDA's cost are dependent on the size of the building. The expense of vehicle repeaters would be the department's responsibility and BDA's expense would be the building owner's responsibility. CCI will install antennas and repeaters as necessary in order get 95% coverage **IN BUILDINGS**. With 95% coverage in buildings, vehicle repeaters and BDA's may not be necessary. CCI is a Phase 2 system that is expandable, is compatible with Phase 1 systems, has LTE option for cellular connection and has Bluetooth capabilities.