



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JULY 24, 2017
CITY HALL, 222 MEIGS STREET**

INVOCATION

G. Lockhart

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

N. Lloyd, W. Poole, G. Lockhart, D. Murray, D. Waddington, N. Twine & D. Brady

APPROVAL OF MINUTES

July 10, 2017

AUDIENCE PARTICIPATION

COMMUNICATIONS

CURRENT BUSINESS

CONSENT AGENDA ITEMS

A. Submitted by Jeffrey Keefe, Project Engineer

CHANGE ORDER #1 AND FINAL FOR 2016 STREET RESURFACING PROGRAM

Budgetary Information: Change Order #1 and final will decrease the contract with Precision Paving Construction, Inc. from Milan, Ohio by \$6,234.57. The original contract amount was \$384,915.84 and the final contract amount will be \$378,681.27. This project is totally being paid from the capital projects fund through Issue 8.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Precision Paving, Inc., of Milan, Ohio, for the 2016 street resurfacing project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

B. Submitted by Arielle Blanca, Community Development Manager

SUBRECIPIENT AGREEMENT WITH OHGO FOR REACH PROGRAM

Budgetary Information: The City of Sandusky will award OHgo a total of \$15,000 for the OHgo Reach program for CDBG program year FY 2017. This award shall be paid with CDBG grant monies and there will be no impact on the general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a subrecipient agreement with OHgo to assist with their Reach program and to expend an amount not to exceed \$15,000 from the FY 2017 Community Development Block Grant funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Arielle Blanca, Community Development Manager

SUBRECIPIENT AGREEMENT WITH ERIE COUNTY SENIOR CENTER FOR MEALS ON WHEELS PROGRAM

Budgetary Information: The City of Sandusky will award the Erie County Senior Center a total of \$15,000 for the Meals on Wheels program for CDBG program year FY 2017. This award shall be paid with CDBG grant monies and there will be no impact on the 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 Erie County Senior Center to assist with the Meals on Wheels program and to expend an amount not to exceed \$15,000 from the FY 2017 Community Development Block Grant funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Arielle Blanca, Community Development Manager

SUBRECIPIENT AGREEMENT WITH ERIE COUNTY HEALTH DEPARTMENT FOR 2-1-1 I & R SERVICE

Budgetary Information: The City of Sandusky will award the Erie County Health Department a total of \$8,000 for the 2-1-1 Information & Referral service program for CDBG program year FY 2017. This award shall be paid with CDBG grant monies and there will be no impact on the 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 Erie County Health Department to provide a 2-1-1 Information & Referral services program and to expend an amount not to exceed \$8,000 from the FY 2017 Community Development Block Grant funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Arielle Blanca, Community Development Manager

SUBRECIPIENT AGREEMENT WITH CENTER FOR CULTURAL AWARENESS FOR CITIZEN CIRCLE PROGRAM

Budgetary Information: The City of Sandusky will award the Center for Cultural Awareness a total of \$10,000 for the Citizens Circle program for CDBG program year FY 2017. This award shall be paid from CDBG grant monies and there will be no impact on the 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 Center for Cultural Awareness to provide a Citizens Circle program and to expend an amount not to exceed \$10,000 from the FY 2017 Community Development Block Grant fund; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Matt Lasko, Chief Development Officer

RESIDENTIAL DEMOLITION PROJECT #1 – PERMISSION TO BID

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost will be paid with FY 2017 Community Development Block Grant funds. A tax lien will be placed upon the properties for the cost of asbestos abatement and demolition.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed CDBG FY 2017 residential demolition project #1; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by Angela Byington, Planning Director

TRANSPORTATION SERVICES AGREEMENT WITH ERIE COUNTY VETERANS SERVICE COMMISSION FOR STS

Budgetary Information: STS will receive \$8 per passenger trip each way. The money received from this contract will help meet the local match to support the 5311 Rural Grant which supports transit in Erie County.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and the Erie County Veterans Service Commission for services related to the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

H. Submitted by Kelly Kresser, Commission Clerk

It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city does not request a hearing regarding the request for transfer of D1 (beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.), D2 (wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.), D3 (spiruous liquor for on premises consumption only until 1 a.m.) and D3A (extend issued permit privileges until 2:30 a.m.) from Yanushewski, LLC to Doghouse Bar, LLC dba Dog House, 1002 West Jefferson Street.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Matt Lasko, Chief Development Officer

APPROVAL OF COMMUNITY REINVESTMENT AREA TAX ABATEMENT AGREEMENT WITH SANDCITY, LLC

Budgetary Information: Per the lease agreement entered into between the City of Sandusky and SandCity, LLC, the city will ultimately be responsible for assuming the 25% increase in real estate tax liability (payable through operating reimbursements) due on the project since the abatement was not for the full 100%. These will be paid by the city on an annual basis within ninety days of each calendar year end. This increase in annual operating reimbursements, above the lease agreement's stipulated \$1.50 per square foot, will remain unknown until the property is revalued at the completion of construction. Additionally, the project will also help sustain construction jobs in the local economy through an estimated \$4,100,000 in construction payroll and forty-four full-time equivalent construction jobs and will create an estimated 25 full-time equivalent employment positions that will be subject to city income tax.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the Community Reinvestment Area agreement with SandCity, LLC; authorizing the City Manager to execute the Community Reinvestment Area agreement; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 – Submitted by Jeff Keefe, Project Engineer

VENICE HEIGHTS BOULEVARD RECONSTRUCTION PROJECT – AWARD OF CONTRACT TO ROPPER CONSTRUCTION

Budgetary Information: The total cost of the project based on bids including engineering, inspection and advertising is \$650,000 and will be paid from the capital projects fund (Issue 8).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Ropper Construction, Inc. of Willard, Ohio, for the Venice Heights Boulevard reconstruction project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 – Submitted by Jane Cullen, Project Engineer
EAST END SEWER IMPROVEMENT PROJECT – CHANGE ORDER #3 AND FINAL

Budgetary Information: Change Order #1 was approved at the October 24, 2016 City Commission meeting per Ordinance 16-179 in the amount of \$44,951.90 and revised the contract amount to \$4,603,959.90. Change Order #2 did not impact the contract amount, it was a time extension completion date revision from March 18, 2017 to May 15, 2017 per Ordinance 17-013 which was passed at the February 13, 2017 City Commission meeting. Change Order #3, an addition in the amount of \$17,304.57 will revise the contract amount to \$4,621,264.47. The City of Sandusky obtained an Ohio Water Development Authority low interest loan to finance the cost of the construction activities that will be paid with sewer funds.

SUMMARY OF CHANGE ORDERS	
Original Contract Amount	\$4,559,008.00
Change Order #1 – East Oldgate Road work	44,951.90
Change Order #2 – Time extension	00.00
Change Order #3 – Final quantities	<u>17,304.57</u>
FINAL CONTRACT AMOUNT	\$4,621,264.47

CHANGE ORDER #3	
Item #1 – additional items outside contract scope	\$118,410.17
Item #2 – Manhole No. 18-3 modification	16,148.00
Item #2 – Final bid item quantities	<u>-117,253.60</u>
TOTAL FOR CHANGE ORDER #3	17,304.57

The city will receive reimbursement from Jones & Henry, Inc., in the amount of \$16,148 for Item #28 – Manhole 18-3 modification.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the third and final change order for work performed by Underground Utilities, Inc. of Monroeville, Ohio, for the East End sewer improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Jane Cullen, Project Engineer
SLOANE STREET MANHOLE REPLACEMENT & SLIP LINING PROJECT – CONTRACT AWARD

Budgetary Information: The total cost of the project based on bids, including engineering, inspection, advertising and miscellaneous costs is \$212,511.48 and will be paid with sewer funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with United Survey, Inc., of Cleveland, Ohio, for the Sloane Street manhole replacement and slip lining project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by Jane Cullen, Project Engineer
CEDAR POINT #14 EJECTOR STATION IMPROVEMENT PROJECT - NECESSITY TO PROCEED

Budgetary Information: The estimated cost of the project, including engineering, inspection, advertising and miscellaneous costs is \$322,000 and will be paid with sewer funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed Cedar Point CP#14 ejector station improvements project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

- CITY MANAGER’S REPORT
- OLD BUSINESS
- NEW BUSINESS
- AUDIENCE PARTICIPATIONOpen discussion on any item (5-minute limit)
- EXECUTIVE SESSION(S)
- ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:
Monday, July 24 at 8:30 p.m.
Tuesday, July 25 at 5 p.m.
Monday, July 31 at 8:30 p.m.

YouTube: https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWWTQ



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

Division of Engineering Services
222 Meigs St
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jeffrey Keefe, P.E., CPESC, CPSWQ

Date: July 12, 2017

Subject: Commission Agenda Item – Change Order #1 and Final for 2016 Street Resurfacing

ITEM FOR CONSIDERATION: Change Order No. 1 and Final for the 2016 Street Resurfacing Project.

BACKGROUND INFORMATION: This Change Order involves additions/deductions for all bid items 1-39 listed on the attached construction Change Order No. 1 and Final. The project included the reconstruction of Franklin from McKelvey to the south side of Scott Street and resurfacing from the north side of Scott Street to Neil Street, Neil Street from Franklin to Warren, McKelvey from Milan Road to Sycamore Line and Bell from Hayes to Campbell. This project required additional subbase excavation in the concrete removal areas to provide a suitable surface for the new pavement.

Funding allowed us to apply Reclamite, an asphalt rejuvenator which provides a one-step early method for asphalt preservation by restoring plasticity and durability of the asphalt binder. When used on new pavement, it improves the durability characteristic of the mix by replacing volatile components lost in the heating process. Reclamite may be applied again in the future, if the surface is still in good condition. This is a cost effective way to maintain the asphalt surfaces and extend our roadway funds.

BUDGETARY INFORMATION: Change Order No. 1 and Final will decrease the contract with Precision Paving Construction, Inc. from Milan, Ohio by \$6,234.57. The original contract amount was \$384,915.84 and the final contract amount will be \$378,681.27. This Project is totally being paid from the Capital Projects Fund through Issue 8.

ACTION REQUESTED: It is requested that Change Order No. 1 & Final for the 2016 Street Resurfacing Project Contract savings of \$6,234.57 be passed in full accordance with Section 14 of the City Charter to make final payment to the contractor and close out the project.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director, file

City of Sandusky
2016 Street Resurfacing Program
Precision Paving Inc.
7/12/2017
Change Order 1 and Final Cost

Line Number	Item Number	Description	Bid Quantity	UM	Final Quantity	Bid Unit Price	Total Bid Cost	Total Installed Price	Change In Total Cost
1	614	MAINTAINING TRAFFIC	\$ 1.00	LS	1.00	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00	\$0.00
2	202	CONCRETE PAVEMENT REMOVAL, T=7"	\$ 1,272.00	SY	1241.69	\$ 15.00	\$ 19,080.00	\$ 18,625.35	(\$454.65)
3	202	CONCRETE APRON REMOVAL	\$ 967.00	SY	732.09	\$ 15.00	\$ 14,505.00	\$ 10,981.35	(\$3,523.65)
4	202	CONCRETE SIDEWALK / HC RAMP REMOVAL	\$ 1,998.00	SF	3592.80	\$ 1.55	\$ 3,096.90	\$ 5,568.84	\$2,471.94
5	254	PAVEMENT PLANING, T=2"	\$ 8,062.00	SY	7995.00	\$ 2.25	\$ 18,139.50	\$ 17,988.75	(\$150.75)
5a	SPEC	ASPHALT PAVEMENT REMOVAL (INC. BASE)	\$ 627.00	SY	101.11	\$ 6.00	\$ 3,762.00	\$ 606.66	(\$3,155.34)
6	407	TACK COAT FOR INTERMEDIATE COURSE, 0.05 GAL/SY	\$ 470.70	GAL	470.70	\$ 1.80	\$ 847.26	\$ 847.26	\$0.00
7	407	TACK COAT, PER 702.13. 0.08 GAL/SY	\$ 675.18	GAL	675.18	\$ 2.80	\$ 1,890.50	\$ 1,890.50	\$0.00
8	441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1 (441), PG64-22, T=0.75"	\$ 335.92	TON	367.72	\$ 77.00	\$ 25,865.84	\$ 28,314.44	\$2,448.60
9	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22, T=1.25"	\$ 559.86	TON	586.43	\$ 76.00	\$ 42,549.36	\$ 44,568.68	\$2,019.32
10	441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1 (448), PG64-22, T=1.5"	\$ 100.58	TON	100.58	\$ 74.00	\$ 7,442.92	\$ 7,442.92	\$0.00
11	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22, T=1.5"	\$ 124.58	TON	124.58	\$ 78.00	\$ 9,717.24	\$ 9,717.24	\$0.00
12	441	ASPHALT CONCRETE BASE, PG64-22, T=3.5"	\$ 232.03	TON	215.84	\$ 62.00	\$ 14,385.86	\$ 13,382.08	(\$1,003.78)
13	304	COMPACTED AGGREGATE, T=7"	\$ 364.06	TON	488.73	\$ 21.00	\$ 7,645.26	\$ 10,263.33	\$2,618.07
14	205	SUBGRADE COMPACTION W/TENSAR TX140 GEOGRID OR EQUAL	\$ 2,510.25	SY	1045.31	\$ 2.45	\$ 6,150.11	\$ 2,561.01	(\$3,589.10)
15	203	ROADWAY EXCAVATION	\$ 450.50	CY	391.68	\$ 21.00	\$ 9,460.50	\$ 8,225.28	(\$1,235.22)
16	SPEC	SUBBASE REPAIR - AS AUTHORIZED	\$ 26.87	CY	0.00	\$ 100.00	\$ 2,687.00	\$ -	(\$2,687.00)
17	608	4" CONCRETE WALK	\$ 1,985.00	SF	1802.80	\$ 5.25	\$ 10,421.25	\$ 9,464.70	(\$956.55)
18	608	6" CONCRETE WALK/DRIVE	\$ 5,433.00	SF	6588.85	\$ 6.30	\$ 34,227.90	\$ 41,509.76	\$7,281.86
19	608	8" CONCRETE WALK/DRIVE APRON	\$ 842.00	SF	0.00	\$ 7.25	\$ 6,104.50	\$ -	(\$6,104.50)
20	608	CURB RAMPS	\$ 1,735.00	SF	1790.63	\$ 11.00	\$ 19,085.00	\$ 19,696.93	\$611.93
21	608	TRUNCATED DOMES - RED	\$ 32.00	EACH	28.00	\$ 105.00	\$ 3,360.00	\$ 2,940.00	(\$420.00)
22	609	TYPE 2 CONCRETE CURB & GUTTER	\$ 2,153.00	LF	2425.10	\$ 15.00	\$ 32,295.00	\$ 36,376.50	\$4,081.50
23	611	CATCH BASIN ADJUSTED TO GRADE REUSING EXISTING CASTING	\$ 2.00	EACH	1.00	\$ 400.00	\$ 800.00	\$ 400.00	(\$400.00)
24	611	CATCH BASIN ADJUSTED TO GRADE W/NEW FRAME & CASTING	\$ 6.00	EACH	8.00	\$ 500.00	\$ 3,000.00	\$ 4,000.00	\$1,000.00
25	611	CATCH BASIN - CITY STANDARD TYPE 1	\$ 2.00	EACH	1.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	(\$1,500.00)
26	611	MANHOLE ADJUSTED TO GRADE & NEW FRAME & CASTING	\$ 24.00	EACH	22.00	\$ 975.00	\$ 23,400.00	\$ 21,450.00	(\$1,950.00)
27	MISC	MONUMENT BOX ADJUSTED TO GRADE	\$ 1.00	EACH	0.00	\$ 500.00	\$ 500.00	\$ -	(\$500.00)
28	623	CONSTRUCTION LAYOUT STAKES	\$ 1.00	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$0.00
29	624	MOBILIZATION	\$ 1.00	LS	1.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$0.00
30	638	VALVE BOX ADJUSTED TO GRADE	\$ 2.00	EACH	0.00	\$ 450.00	\$ 900.00	\$ -	(\$900.00)
31	642	WHITE AUXILLARY - LEFT TURN ARROW	\$ 1.00	EACH	1.00	\$ 152.00	\$ 152.00	\$ 152.00	\$0.00
32	642	WHITE AUXILLARY - 24" STOP BAR, TYPE 1	\$ 148.00	LF	126.50	\$ 8.40	\$ 1,243.20	\$ 1,062.60	(\$180.60)
33	642	CROSSWALK LINE, TYPE 1	\$ 799.00	LF	848.00	\$ 2.10	\$ 1,677.90	\$ 1,780.80	\$102.90
34	653	4" TOPSOIL FURNISHED & PLACED	\$ 212.00	CY	212.00	\$ 31.00	\$ 6,572.00	\$ 6,572.00	\$0.00
35	659	SEEDING (CLASS 1 LAWN MIXTURE) & MULCHING	\$ 1,924.50	SY	1086.28	\$ 2.10	\$ 4,041.45	\$ 2,281.19	(\$1,760.26)
36	832	EROSION CONTROL (TO BE USED AS REQUIRED)	\$ 2,000.00	EACH	0.00	\$ 1.00	\$ 2,000.00	\$ -	(\$2,000.00)
37	SPEC	CONTINGENCIES	\$ 1.00	LS	0.00	\$ 24,510.38	\$ 24,510.38	\$ -	(\$24,510.38)
38	ADD	Partial Depth Repair	\$ -	CY	57.80	\$ 312.00	\$ -	\$ 18,033.60	\$18,033.60
39	ADD	Rejuvenator	\$ -	SY	8062.00	\$ 1.25	\$ -	\$ 10,077.50	\$10,077.50

Total Payments

\$ 378,681.27 (\$6,234.57)
Do not exceed \$ 384,915.84

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY PRECISION PAVING, INC., OF MILAN, OHIO, FOR THE 2016 STREET RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission declared the necessity to proceed with the proposed 2016 Street Resurfacing Project by Resolution No. 037-16R, passed on August 8, 2016; and

WHEREAS, the 2016 Street Resurfacing Program consisted of milling and paving with new asphalt, sidewalk replacement as needed and installation of new curb and gutter in areas with no curb, and includes regrading the tree lawn area, seed and mulch for McKelvy Street from Milan Road to Sycamore Line, Neil Street from Franklin Street to Warren Street and Franklin Street from McKelvy Street to the south side of Scott Street, Scott Street north to Neil Street, and Bell Street from Hayes Avenue to Campbell Street; and

WHEREAS, this City Commission approved the awarding of the contract to Precision Paving, Inc., of Milan, Ohio, for work performed for the 2016 Street Resurfacing Project by Ordinance No. 16-155, passed on September 12, 2016; and

WHEREAS, this First & Final Change Order reflects the actual work performed in the field by the contractor and the actual quantities used; and

WHEREAS, the original contract with Precision Paving, Inc., was \$384,915.84, and with the **deduction** of this First & Final Change Order in the amount of \$6,234.57, the final contract cost is \$378,681.27 and will be paid with Issue 8 funds from the Capital Projects Fund; 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 final payment to the contractor and close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the 2016 Street Resurfacing Project and to deduct from the contract amount the sum of Six Thousand Two Hundred Thirty Four and 57/100 Dollars (\$6,234.57) resulting in the final contract cost of Three Hundred Seventy Eight Thousand Six Hundred Eighty One and 27/100 Dollars (\$378,681.27) with Precision Paving, Inc., of Milan, Ohio.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 24, 2017



Department of Community Development

Arielle Blanca
Ablanca@ci.sandusky.oh.us

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www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: July 11, 2017

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2017 Community Development Block Grant (CDBG) – OHgo Subrecipient Agreement (OHgo Reach Program)

Item for Consideration: Legislation for the approval of the City of Sandusky Department of Community Development Subrecipient Agreement between the City of Sandusky and OHgo for the OHgo Reach Program.

Background Information: OHgo was awarded \$15,000 for the CDBG FY17 Program Year to implement the OHgo Reach Program. The FY17 Program Year runs from July 1, 2017 to June 30, 2018.

The OHgo Reach Program gives at risk students the opportunity to enhance development. The program also works to strengthen parenting skills and support families who may have difficulty accessing mainstream groups and services, additionally it link families with our community services in hopes to reduce social isolation.

Budgetary Information: The City of Sandusky will award OHgo a total of \$15,000 for the OHgo Reach Program for CDBG Program Year FY2017. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

Action Requested: It is requested that proper legislation be prepared to allow for the execution of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement in order for OHgo to expend the funds prior to the June 30, 2018 deadline.

I concur with this recommendation:

Eric Wobser
City Manager

Arielle Blanca
Community Development Manager

Matt Lasko, Chief Development Officer

cc: Eric Wobser, City Manager
Justin Harris, Law Director
Hank Solowiej, Finance Director
Kelly Kresser, Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH OHGO TO ASSIST WITH THEIR REACH PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$15,000.00 FROM THE FY2017 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, in accordance with the Agreement, the City of Sandusky will award the OHgo a total of \$15,000.00 for their Reach Program to provide at risk students the opportunity to enhance development and works to strengthen parenting skills and support families who may have difficulty accessing mainstream groups and services and additionally links families with community services in hopes to reduce social isolation 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 expedite the execution of the Subrecipient Agreement and allow OHgo to implement this program and to expend the funds before the deadline of June 30, 2018; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with OHgo to assist with their Reach Program in Sandusky, 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 and authorizes the City Manager and/or Finance Director to expend funds in an amount **not to exceed** Fifteen Thousand and 00/100

Dollars (\$15,000.00) from the FY2017 Community Development Block Grant Funds to OHgo.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 24, 2017

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2017, 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 Community Development, and OHgo, (hereinafter referred to as "Subrecipient"), located at 3616 Plumbrook Circle, Sandusky, Ohio 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 implement the OHgo Reach Program;

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 Community 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, 2017 THROUGH AND INCLUDING June 15, 2018. All invoices for reimbursement shall be submitted by June 15, 2018 to be considered for payment.

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 fifteen-thousand dollars and no cents (\$15,000.00).

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 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City each month by the fifteenth (15) day of the month. Documentation for final payment shall be due by June 15, 2018.**

8. Project Progress Reporting

(a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City quarterly. 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. Program income shall be retained by the Subrecipient during the project period and reported to the City with each draw request. The amount of the program income reported shall be deducted by the City for the calculations of the reimbursement. Any program income remaining in the possession of the Subrecipient, at the end of the program year, shall be returned to the City.

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 \$15,000.00 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), 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

The Community Development Manager 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.

18. 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.
- (d) If the City determines that the proposed amendment represents a budgetary item change of less than 30% which does not change the programmatic / service scope of the plan, the Community Development Manager will have the authority to approve or deny the proposed amendment to the AGREEMENT.

19. 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.

20. Audit

The Subrecipient is encouraged to comply with the audit requirements set forth in OMB Circular A-133 (www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014). If the audit requirements of A-133 are not followed by the Subrecipient, the audit requirements of OMB Circular A-110 (www.whitehouse.gov/omb/circulars/a110/) 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

Eric Wobser
City Manager

OHgo

Date

Date

Justin Harris
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$15,000.00 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 OHgo Reach Program gives at risk students the opportunity to enhance development. The program also works to strengthen parenting skills and support families who may have difficulty accessing mainstream groups and services, additionally it link families with our community services in hopes to reduce social isolation. A minimum of 200 persons will be benefited.

The scope of services outlined above and in the OHgo application have been approved.

Program Year Quarter	Projected Outcome of Individuals Served
1	50
2	50
3	50
4	50

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$12,500.00	\$0	\$12,500.00
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$1,950.00	\$0	\$1,950.00
Advertising/Printing	\$0	\$300.00	\$300.00
Travel	\$0	\$250.00	\$250.00
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$23,000.00	\$23,000.00
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$400.00	\$400.00
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$550.00	\$1,000.00	\$1,550.00
Other: Administrative	\$0	\$0	\$0
Total Project Expenditures	\$15,000.00	\$24,950.00	\$39,950.00

CDBG % of Total Budget: 60%

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:

To Be Submitted:

Percentage of calls for City of Sandusky residents
Payroll documentation for employees administering the project
Time Distribution Records
Receipts for supplies and expenditures
Copies of promotional materials, etc.

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 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.

OHgo

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.

OHgo

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.

OHgo

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.

OHgo

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 statutes 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.

OHgo

Date



Department of Community Development

Arielle Blanca
Ablanca@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5847
Fax: 419.627.5933
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: July 11, 2017

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2017 Community Development Block Grant (CDBG) – Erie County Senior Center Subrecipient Agreement (Meals on Wheels Program)

Item for Consideration: Legislation for the approval of the City of Sandusky Department of Community Development Subrecipient Agreement between the City of Sandusky and Erie County Senior Center for the Meals on Wheels Program.

Background Information: The Erie Senior Center was awarded \$15,000 for the CDBG FY17 Program Year to implement the Meals on Wheels Program. The FY17 Program Year runs from July 1, 2017 to June 30, 2018.

The Meals on Wheels Program delivers weekday lunch meals that abide by appropriate nutritional and program guidelines to eligible elderly community members in the City of Sandusky.

Budgetary Information: The City of Sandusky will award the Erie County Senior Center a total of \$15,000 for the Meals on Wheels Program for CDBG Program Year FY2017. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

Action Requested: It is requested that proper legislation be prepared to allow for the execution of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement to allow for the continuation of the program and to expend the funds prior to the June 30, 2018 deadline.

I concur with this recommendation:

Eric Wobser
City Manager

Arielle Blanca
Community Development Manager

Matt Lasko, Chief Development Officer
cc: Eric Wobser, City Manager
Justin Harris, Law Director
Hank Solowiej, Finance Director
Kelly Kresser, Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ERIE COUNTY SENIOR CENTER TO ASSIST WITH THE MEALS ON WHEELS PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$15,000.00 FROM THE FY2017 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, in accordance with the Agreement, the City of Sandusky will award the Erie County Senior Center a total of \$15,000.00 for the Meals on Wheels Program which provides weekday lunch meals that abide by appropriate nutritional and program guidelines to eligible elderly community members 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 expedite the execution of the Subrecipient Agreement and allow the Erie County Service Center to continue this program and to expend the funds before the deadline of June 30, 2018; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with Erie County Senior Center to assist with the Meals on Wheels Program which provides weekday lunch meals to eligible elderly community members in Sandusky, 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 and authorizes the City Manager and/or Finance Director to expend funds in an amount **not to exceed**

Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the FY2017 Community Development Block Grant Funds to the Erie County Senior Center.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 24, 2017

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2017, 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 Community Development, and Erie County Senior Center, (hereinafter referred to as "Subrecipient"), located at 620 East Water Street, Sandusky, Ohio 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 implement the Erie County Senior Center Meals on Wheels Program;

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 Community 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, 2017 THROUGH AND INCLUDING June 15, 2018. All invoices for reimbursement shall be submitted by June 15, 2018 to be considered for payment.

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 fifteen-thousand dollars and no cents (\$15,000.00).

6. Ineligible Use of Funds

Funds are not authorized for employee 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 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City each month by the fifteenth (15) day of the month. Documentation for final payment shall be due by June 15, 2018.**

8. Project Progress Reporting

(a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City quarterly. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period. 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. Program income shall be retained by the Subrecipient during the project period and reported to the City with each draw request. The amount of the program income reported shall be deducted by the City for the calculations of the reimbursement. Any program income remaining in the possession of the Subrecipient, at the end of the program year, shall be returned to the City.

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 \$15,000.00 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), 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

The Community Development Manager 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.

18. 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.
- (d) If the City determines that the proposed amendment represents a budgetary item change of less than 30% which does not change the programmatic / service scope of the plan, the Community Development Manager will have the authority to approve or deny the proposed amendment to the AGREEMENT.

19. 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.

20. Audit

The Subrecipient is encouraged to comply with the audit requirements set forth in OMB Circular A-133 (www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014). If the audit requirements of A-133 are not followed by the Subrecipient, the audit requirements of OMB Circular A-110 (www.whitehouse.gov/omb/circulars/a110/) 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

Eric Wobser
City Manager

Erie County Senior Center

Date

Date

Justin Harris
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$15,000.00 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 County Senior Center, Meals on Wheels Program delivers weekday lunch meals that abide by appropriate nutritional and program guidelines to eligible elderly community members in the City of Sandusky.

The scope of services outlined above and in the Erie County Senior Center application have been approved.

Program Year Quarter	Projected Outcome of Individuals Serviced
1	132
2	152
3	150
4	148

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$15,000.00	\$108,110.00	\$123,110.00
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Other: Administrative	\$0	\$0	\$0
Total Project Expenditures	\$15,000.00	\$108,110.00	\$123,110.00

CDBG % of Total Budget: 14%

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:

To Be Submitted:

Payroll documentation for employees administering the project
Time Distribution Records
Receipts for supplies and expenditures
Copies of promotional materials, etc.

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 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.

Erie County Senior Center

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.

Erie County Senior Center

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.

Erie County Senior Center

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.

Erie County Senior Center

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 statutes 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.

Erie County Senior Center

Date



Department of Community Development

Arielle Blanca
Ablanca@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5847
Fax: 419.627.5933
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: July 11, 2017

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2017 Community Development Block Grant (CDBG) – Erie County Health Department Subrecipient Agreement (2-1-1 Information and Referral Service)

Item for Consideration: Legislation for the approval of the City of Sandusky Department of Community Development Subrecipient Agreement between the City of Sandusky and Erie County Health Department for the 2-1-1 Information and Referral Services program.

Background Information: The Erie County Health Department was awarded \$8,000 for the CDBG FY17 Program Year to implement the 2-1-1 Information and Referral Service. The FY17 Program Year runs from July 1, 2017 to June 30, 2018.

The 2-1-1 Information & Referral Service provides residents with around the clock phone and website access to Information and Referral Specialists who maintain a large database of available services and programs that assist community members with multiple needs such as: housing, transportation, child care, healthcare, food, clothing, household and basic needs, employment assistance, public safety, and other individual and family supports.

Budgetary Information: The City of Sandusky will award the Erie County Health Department a total of \$8,000 for the 2-1-1 Information and Referral Service Program for CDBG Program Year FY2017. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

Action Requested: It is requested that proper legislation be prepared to allow for the execution of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement in order for the continuation of the program and to expend the funds prior to the June 30, 2018 deadline.

I concur with this recommendation:

Eric Wobser
City Manager

Arielle Blanca
Community Development Manager

Matt Lasko, Chief Development Officer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ERIE COUNTY HEALTH DEPARTMENT TO PROVIDE A 2-1-1 INFORMATION AND REFERRAL SERVICES PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$8,000.00 FROM THE FY2017 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, in accordance with the Agreement, the City of Sandusky will award the Erie County Health Department \$8,000.00 for 2-1-1 Information and Referral Services to assist callers by describing local agency services and programs that can fulfill basic needs such as food, housing, transportation, physical and mental health care services, among many others, and is available 24-hour a day, seven days a week 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 expedite the execution of the Subrecipient Agreement and allow the Erie County Health Department to continue this program and to expend the funds before the deadline of June 30, 2018; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with the Erie County Health Department to provide 2-1-1 Information and Referral Services in Sandusky, 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 and authorizes the City Manager and/or Finance Director to expend funds in an amount **not to exceed** Eight Thousand and 00/100 Dollars

(\$8,000.00) from the FY2017 Community Development Block Grant Funds to the Erie County Health Department.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 24, 2017

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2017, 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 Community Development, and Erie County Health Department, (hereinafter referred to as "Subrecipient"), located at 420 Superior Street, Sandusky, Ohio 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 implement the Erie County 2-1-1 Information and Referral Services Program;

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 Community 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, 2017 THROUGH AND INCLUDING June 15, 2018. All invoices for reimbursement shall be submitted by June 15, 2018 to be considered for payment.

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 eight-thousand dollars and no cents (\$8,000.00).

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 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City each month by the fifteenth (15) day of the month. Documentation for final payment shall be due by June 15, 2018.**

8. **Project Progress Reporting**

(a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City quarterly. 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. Program income shall be retained by the Subrecipient during the project period and reported to the City with each draw request. The amount of the program income reported shall be deducted by the City for the calculations of the reimbursement. Any program income remaining in the possession of the Subrecipient, at the end of the program year, shall be returned to the City.

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 \$8,000.00 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), 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

The Community Development Manager 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.

18. 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.
- (d) If the City determines that the proposed amendment represents a budgetary item change of less than 30% which does not change the programmatic / service scope of the plan, the Community Development Manager will have the authority to approve or deny the proposed amendment to the AGREEMENT.

19. 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.

20. Audit

The Subrecipient is encouraged to comply with the audit requirements set forth in OMB Circular A-133 (www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014). If the audit requirements of A-133 are not followed by the Subrecipient, the audit requirements of OMB Circular A-110 (www.whitehouse.gov/omb/circulars/a110/) 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

Eric Wobser
City Manager

Erie County Health Department

Date

Date

Justin Harris
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$8,000.00 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 County Health Department will utilize the CDBG funding towards the continuation of the 2-1-1 Information and Referral Service to assist callers by describing local agency services and programs that can fulfill basic needs such as food, housing, transportation, physical and mental health care services, etc. and is available 24-hours a day, seven days a week. A minimum of 1,000 persons will be benefited.

The scope of services outlined above and in the Erie County Health Department application have been approved.

Program Year Quarter	Projected Outcome of Individuals Served
1	250
2	250
3	250
4	250

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$0	\$3,354	\$3,354
Fringe Benefits	\$0	\$1,553	\$1,553
Supplies/ Equipment	\$0	\$0	\$0
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$8,000	\$9,500	\$17,500
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Other: Administrative	\$0	\$0	\$0
Total Project Expenditures	\$8,000.00	\$14,407	\$22,407

CDBG % of Total Budget: 36%

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:

To Be Submitted:

Percentage of calls for City of Sandusky residents
Receipts for supplies and expenditures
Copies of promotional materials, etc.

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 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.

Erie County Health Department

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.

Erie County Health Department

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.

Erie County Health Department

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.

Erie County Health Department

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 statutes 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.

Erie County Health Department

Date



Department of Community Development

Arielle Blanca
Ablanca@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.58747
Fax: 419.627.5933
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: July 11, 2017

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2017 Community Development Block Grant (CDBG) – Center for Cultural Awareness Subrecipient Agreement (Citizen Circle Program)

Item for Consideration: Legislation for the approval of the City of Sandusky Department of Community Development Subrecipient Agreement between the City of Sandusky and the Center for Cultural Awareness for the Citizen Circle Program.

Background Information: The Center for Cultural Awareness was awarded \$10,000 for the CDBG FY17 Program Year to implement the Citizen Circle Program. The FY17 Program Year runs from July 1, 2017 to June 30, 2018.

The Program will assist ex-offenders by providing them the resources and mentoring they need to become sustainable and productive community members in Sandusky. The program will only assist ex-offenders who are residing or intend to reside in the City of Sandusky.

Budgetary Information: The City of Sandusky will award the Center for Cultural Awareness a total of \$10,000 for the Citizen Circle Program for CDBG Program Year FY2017. This award shall be paid from CDBG grant monies and there will be no impact on the General Fund.

Action Requested: It requested that proper legislation be prepared to allow for the execution of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement to allow for the continuation of the program and to expend the funds prior to the June 30, 2018 deadline.

I concur with this recommendation:

Eric Wobser
City Manager

Arielle Blanca
Community Development Manager

Matt Lasko, Chief Development Officer

cc: Eric Wobser, City Manager
Justin Harris, Law Director
Hank Solowiej, Finance Director
Kelly Kresser, Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE CENTER FOR CULTURAL AWARENESS TO PROVIDE A CITIZENS CIRCLE PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$10,000.00 FROM THE FY2017 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, in accordance with the Agreement, the City of Sandusky will award the Center for Cultural Awareness a total of \$10,000.00 to implement the Citizens Circle Program to assist ex-offenders residing or intending to reside in the City by providing them the resources and mentoring they need to become sustainable and productive community members 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 expedite the execution of the Subrecipient Agreement and allow the Center for Cultural Awareness to continue this program and to expend the funds before the deadline of June 30, 2018; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with the Center for Cultural Awareness to provide a Citizens Circle Program to assist ex-offenders residing or intending to reside in Sandusky, 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 and authorizes the City Manager and/or Finance

Director to expend funds in an amount **not to exceed** Ten Thousand and 00/100 Dollars (\$10,000.00) from the FY2017 Community Development Block Grant Funds to the Center for Cultural Awareness.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 24, 2017

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2017, 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 Community Development, and Center for Cultural Awareness (hereinafter referred to as "Subrecipient"), located at 416 Columbus Avenue, Sandusky, Ohio 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 implement the Citizen Circle Program;

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 Community 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, 2017 THROUGH AND INCLUDING June 15, 2018. All invoices for reimbursement shall be submitted by June 15, 2018 to be considered for payment.

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 ten-thousand dollars and no cents (\$10,000.00).

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 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City each month by the fifteenth (15) day of the month. Documentation for final payment shall be due by June 15, 2018.**

8. **Project Progress Reporting**

(a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City quarterly. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period. 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. Program income shall be retained by the Subrecipient during the project period and reported to the City with each draw request. The amount of the program income reported shall be deducted by the City for the calculations of the reimbursement. Any program income remaining in the possession of the Subrecipient, at the end of the program year, shall be returned to the City.

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 \$10,000.00 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), 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

The Community Development Manager 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.

18. 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.
- (d) If the City determines that the proposed amendment represents a budgetary item change of less than 30% which does not change the programmatic / service scope of the plan, the Community Development Manager will have the authority to approve or deny the proposed amendment to the AGREEMENT.

19. 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.

20. Audit

The Subrecipient is encouraged to comply with the audit requirements set forth in OMB Circular A-133 (www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014). If the audit requirements of A-133 are not followed by the Subrecipient, the audit requirements of OMB Circular A-110 (www.whitehouse.gov/omb/circulars/a110/) 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

Eric Wobser
City Manager

Center for Cultural Awareness

Date

Date

Justin Harris
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$10,000.00 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 Center for Cultural Awareness will provide at least 80 ex-offenders age 18 and older by providing them the resources and mentoring they need to become a sustainable and productive member in Sandusky. The CDBG Funds shall be utilized only to assist ex-offenders who are residing or intend to reside in the City of Sandusky.

The scope of services outlined above and in the Center for Cultural Awareness application have been approved.

Program Year Quarter	Projected Outcome of Individuals Serviced
1	20
2	20
3	20
4	20

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$9,500.00	\$5,188.50	\$14,688.50
Fringe Benefits	\$0	\$637.60	\$637.60
Supplies/ Equipment	\$256.12	\$0	\$256.12
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$243.88	\$0	\$243.88
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Other: Administrative	\$0	\$2,236.00	\$2,236.00
Total Project Expenditures	\$10,000.00	\$8,062.10	\$18,062.10

CDBG % of Total Budget: 55%

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:

To Be Submitted:

Income/Eligibility verification sheet for all participants
Payroll documentation for employees administering the project
Time Distribution Records
Receipts for supplies and expenditures
Copies of promotional materials, etc.

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 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.

Center for Cultural Awareness

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.

Center for Cultural Awareness

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.

Center for Cultural Awareness

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.

Center for Cultural Awareness

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 statutes 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.

Center for Cultural Awareness

Date



COMMUNITY DEVELOPMENT DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
(419) 627-5847
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Matt Lasko, Chief Development Officer

Date: July 12, 2017

Subject: Commission Agenda Item – Permission to Bid CDBG FY17 – Residential Demolition Project #1.

Item for Consideration: Resolution of necessity for the CDBG FY17 – Residential Demolition Project #1, involving asbestos abatement and demolition of nine (9) residential properties.

Background Information: The nine (9) residential properties are vacant and blighted. Seven of the properties are privately owned and have been issued demolition orders directly by the City or Housing Appeals Board, while two of the properties, 318 Reese Street and 613 N. Depot Street, are owned by the City as part of the Land Reutilization Program. Asbestos surveys are being completed on all nine (9) properties. The following are the nine (9) properties:

1. 318 Reese Street, Parcel #57-04414.000
2. 613 N. Depot Street (Garage Only), Parcel #57-05225.000
3. 615 Meigs Street, Parcel #56-00684.000
4. 1218 Ransom Street, Parcel #58-01344.000
5. 1015 Hancock Street, Parcel #57-04380.000
6. 220 Neil Street, Parcel #57-01915.000
7. 410 Shelby Street, Parcel #59-01037.000
8. 1209 Third Street, Parcel #57-03581.000
9. 1502 Wayne Street, Parcel #57-02169.000

The City has been aggressively addressing code and blight issues within the City. The demolition of these properties is necessary to address the blighting conditions of Sandusky's neighborhoods and to eliminate unsafe conditions.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost will be paid with FY17 Community Development Block Grant Funds. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

Action Requested: It is requested that the proposed CDBG FY17 - Residential Demolition Project #1 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

Eric Wobser
City Manager

Matt Lasko
Chief Development Officer

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY17 RESIDENTIAL DEMOLITION PROJECT #1; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed CDBG FY17 Residential Demolition Project #1 involves asbestos abatement and demolition of nine (9) residential structures, which are vacant and blighted, of which seven (7) were condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 615 Meigs Street, 1218 Ransom Street, 1015 Hancock Street, 220 Neil Street, 410 Shelby Street, 1209 Third Street, and 1502 Wayne Street, and the other two (2) properties are located at 318 Reese Street, and 613 N. Depot Street and are owned by the City as part of the Land Reutilization Program; and

WHEREAS, the total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000.00 and these costs will be paid with FY176 Community Development Block Grant (CDBG) funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; and

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

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

Section 1. This City Commission approves of the proposed CDBG FY17 Residential Demolition Project #1.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY17 Residential Demolition Project #1 at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed CDBG FY17 Residential Demolition Project #1 as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 24, 2017



COMMUNITY DEVELOPMENT
DIVISION OF PLANNING AND ZONING

Angela Byington
Planning Director
abyington@ci.sandusky.oh.us

222 Meigs Street
Sandusky, Ohio 44870
419-627-5873
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Angela Byington, Planning Director

Date: July 13, 2017

Subject: **Agreement for Transportation Services – Erie County Veterans Service Commission**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into contract for transportation services between the City of Sandusky and the Erie County Veterans Service Commission.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) had a contract with the Erie County Veterans Service Commission to provide safe, reliable, transportation services for their clients. That contract expired on December 31, 2016. The Erie County Veterans Service Commission has officially requested the reinstatement of a contract with the same terms as the expired contract. The City, through STS, has no opposition to this contract. The contract is proposed to be in effect from August 1, 2017- July 31, 2018.

STS will provide the Erie County Veterans Service Commission with reports, training and information that were agreed upon in said proposed contract. The Erie County Veterans Service Commission will be invoiced and billed on a quarterly basis and be expected to pay in a timely manner.

BUDGETARY INFORMATION: STS will receive \$8.00 per passenger trip each way. The money received from this contract will help meet the local match to support the 5311 Rural Grant, which supports transit in Erie County.

ACTION REQUESTED: It is requested that legislation be adopted allowing the City Manager to enter into a contract for transportation services with the Erie County Veterans Service Commission. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the agreement to be executed prior to the commencing date of August 1, 2017.

I concur with this recommendation:

Eric Wobser, City Manager

Angela Byington, Planning Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND ERIE COUNTY VETERANS SERVICE COMMISSION FOR SERVICES RELATED TO THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Transit System will provide transportation services approved by Erie County Veterans Service Commission for program participants throughout Erie County; and

WHEREAS, Erie County Veterans Service Commission will be billed for clients transported to and from the Ohio Veterans Home in Perkins Township on a schedule coordinated between Erie County Veterans Service Commission and the Sandusky Transit System; and

WHEREAS, the Sandusky Transit System will receive \$8.00 per one-way trip per passenger for the period of August 1, 2017, through July 31, 2018; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date of August 1, 2017; 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 to execute an Agreement with Erie County Veterans Service Commission for transportation services related to the Sandusky Transit System for the period from August 1, 2017, through July 31, 2018, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 24, 2017

TRANSPORTATION AGREEMENT

This Transportation Agreement between the City of Sandusky's Sandusky Transit System (STS) and Erie County Veterans Service Commission sets forth the terms agreed upon between the parties for provision of program eligible transportation service.

Term: The services performed under this agreement will be for the period commencing August 1, 2017 and continuing through July 31, 2018, and shall be renewable for two terms of one (1) year each upon mutual written agreement of the parties, unless terminated earlier as hereinafter provided.

Scope of Service: STS will provide transportation services approved by Erie County Veterans Service Commission for program participants throughout Erie County.

Operating Days: Service will be available every day except Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Fare and Payment Schedule: Erie County Veterans Service Commission will be billed at the rate of \$8.00 per one-way trip per passenger for all service requests for all clients, STS shall only bill for clients transported to and from the Ohio Veterans Home located at 3416 Columbus Ave, Sandusky, OH 44870, unless otherwise authorized by Erie County Veterans Service Commission staff.

Erie County Veterans Service Commission will be billed for transportation services rendered on a Quarterly basis.

STS Responsibilities

1. Vehicle Operations: STS will be responsible for operations and maintenance functions as necessary to provide the highest quality service possible, including: hiring and training of drivers, supervising personnel, processing passenger reservations and preparing daily schedules, dispatching vehicles, maintaining, servicing, and repairing vehicles and equipment, and insuring vehicles, employees, and passengers.
2. Passenger Reservations and Scheduling: STS will maintain a telephone number to Erie County Veterans Service Commission staff or authorized Clients to make or cancel reservations as necessary.

Agency Responsibilities

1. Passenger Information: The following information must be provided for each individual: name; date of birth; address; telephone number; and any special accommodations that may be necessary for the comfort and convenience of passenger. Additions or deletions to information may be communicated to STS in writing or by telephone or fax.

2. Payment for Services: Payment for transportation services provided to clients of your agency will be expected upon receipt of billing. Billing will normally be mailed by the 10th of month following the end of the quarter.

Monitoring and Evaluation: STS and Erie County Veterans Service Commission will monitor the manner in which the terms of this Agreement are being carried out and evaluate its effectiveness.

Amendments: This Agreement may be amended at any time by a written amendment signed by both parties. Reasons for amendments may include, but are not necessarily limited to, the following:

- The quality or extent of general public services furnished by STS does not meet need of Erie County Veterans Service Commission.

The actual cost of providing service significantly increases above the originally agreed upon rates and terms.

Termination: This agreement may be terminated by either party upon ninety (90) days notice in writing provided by one party to the other. In the event that funding for the services covered in this agreement is eliminated or decreased, each party shall have a right to terminate or negotiate a modification of the scope and compensation. STS will continue to provide service until the effective date of termination, and Erie County Veterans Service Commission will make payment in accordance with the payment provisions of the Agreement for the services prior to the effective date of termination.

BY:

Eric Wobser, City Manager

Erie County Veterans Service Commission

Date

Date

Approved As to Form

Trevor M. Hayberger, Assistant Law Director

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

2228585	PERMIT NUMBER	TRFO	TYPE	DOGHOUSE BAR LLC DBA DOG HOUSE 1002 W JEFFERSON ST 1ST FL & PATIO SANDUSKY OHIO 44870
02 01 2017	ISSUE DATE			
07 12 2017	FILING DATE			
D1 D2 D3 D3A	PERMIT CLASSES			
22 077 B	TAX DISTRICT	F18799	RECEIPT NO.	

FROM 07/14/2017

9819157	PERMIT NUMBER		TYPE	YANUSHEWSKI LLC DBA DOG HOUSE 1002 W JEFFERSON ST 1ST FL & PATIO SANDUSKY OHIO 44870
02 01 2017	ISSUE DATE			
07 12 2017	FILING DATE			
D1 D2 D3 D3A	PERMIT CLASSES			
22 077	TAX DISTRICT		RECEIPT NO.	



MAILED 07/14/2017

RESPONSES MUST BE POSTMARKED NO LATER THAN. 08/14/2017

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 2228585**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

	SEARCH CRITERIA
Permit Number	<input type="text" value="2228585"/>
Permit Name / DBA	<input type="text"/>
Member / Officer Name	<input type="text"/>

[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 2228585; Name: DOGHOUSE BAR LLC; DBA: DBA DOG HOUSE; Address: 1002 W JEFFERSON ST 1ST FL & PATIO SANDUSKY 44870		
LETESTA JONES	5% VOTING	
WILLIAM BUTLER	MANAGE MEM	

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [Forms](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request](#)
[Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

Kelly Kresser

From: Greg Voltz
Sent: Tuesday, July 18, 2017 1:27 PM
To: Kelly Kresser
Cc: Angela Byington; Casey Sparks
Subject: FW: Liquor Permit Transfer
Attachments: 7.24.17 LIQUOR Doghouse Bar LLC.pdf

Kelly,

This property is zoned "R2F"/Residential Two-Family and although the sale of alcoholic beverages is not a permitted use in this zoning district, it is noted that a bar operation existed at this location prior to the adoption of the Zoning Code.

This office has no objection to the proposed transfer.

Thank you,

Greg Voltz
Assistant Planner
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

419-627-5973

From: Angela Byington
Sent: Tuesday, July 18, 2017 10:18 AM
To: Greg Voltz <gvoltz@ci.sandusky.oh.us>
Subject: Fwd: Liquor Permit Transfer

Can you please check zoning on this? Thsnkd

Get [Outlook for iOS](#)

From: Kelly Kresser
Sent: Tuesday, July 18, 2017 10:14:37 AM
To: Casey Sparks; John Orzech; Stephen Rucker; Angela Byington
Subject: Liquor Permit Transfer

Attached is a Notice to Legislative Authority pertaining to D1 (*beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.*) , D2 (*wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*), D3 (*spirituous liquor for on premises consumption only until 1 a.m.*) and D3A (*extend issued permit privileges until 2:30 a.m.*) liquor permit transfers from Yanushewski, LLC to Doghouse Bar LLC dba Dog House, 1002 West Jefferson Street.

Please provide comments specific to your department as soon as you are able so this can be included with our next CC agenda.

Kelly Kresser

From: John Orzech
Sent: Tuesday, July 18, 2017 11:24 AM
To: Kelly Kresser
Subject: RE: Liquor Permit Transfer

No objections by police

JOHN ORZECH | *Chief of Police*
SANDUSKY POLICE DEPT.
222 MEIGS STREET | SANDUSKY, OH 44870
DESK (419) 627-5869 | FAX (419) 627-5862



From: Kelly Kresser
Sent: Tuesday, July 18, 2017 10:15 AM
To: Casey Sparks <csparks@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Angela Byington <abyington@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a Notice to Legislative Authority pertaining to D1 (*beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.*) , D2 (*wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*), D3 (*spirituous liquor for on premises consumption only until 1 a.m.*) and D3A (*extend issued permit privileges until 2:30 a.m.*) liquor permit transfers from Yanushewski, LLC to Doghouse Bar LLC dba Dog House, 1002 West Jefferson Street.

Please provide comments specific to your department as soon as you are able so this can be included with our next CC agenda.

Kelly Kresser

From: Stephen Rucker
Sent: Wednesday, July 05, 2017 1:44 PM
To: Kelly Kresser; John Orzech; Casey Sparks
Subject: RE: New Liquor Permit

No issues Thanks



Steve Rucker | *Fire Marshal*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5823 | F: 419.627.5820
srucker@ci.sandusky.oh.us
www.ci.sandusky.oh.us

From: Kelly Kresser
Sent: Wednesday, July 05, 2017 11:44 AM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: New Liquor Permit

Attached is a Notice to Legislative Authority for new C1 (beer only in original sealed container for carryout only) and C2 (wine and mixed beverages in sealed containers for carryout) liquor permits for Family Dollar Stores of Ohio, Inc., 1112 Cleveland Road.

Please advise if there are any issues from your respective departments.



Department of Community Development

Maria Muratori
mmuratori@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: July 12, 2017

Subject: Commission Agenda Item – Community Reinvestment Area (CRA) Tax Abatement Agreement.

Items for Consideration: Legislation approving a Community Reinvestment Area Tax Abatement Agreement between the City of Sandusky and SandCity, LLC, an Ohio limited liability company, for the purposes of furthering economic development efforts within the City.

Background Information: SandCity, LLC is the owner of the Whitworth, Kingsbury and Commercial Banking and Trust buildings located at the northeast corner of Columbus Avenue and E. Washington Row. The buildings are poised to be substantially renovated as part of an \$11.5+ million mixed-use project that will house the City of Sandusky administrative offices, eighteen (18) market-rate apartments and approximately 8,500 square feet of retail space.

The project, once completed and stabilized in Year 5 – is estimated to create twenty-five (25) full-time equivalent job positions – unrelated to City of Sandusky employees being relocated to this facility. These full-time positions are estimated to generate an additional \$600,000 in new payrolls. Additionally, the construction activity is anticipated to employ forty-four (44) full-time equivalent positions with construction payrolls estimated at \$4.1 million.

The requested real estate tax abatement is on the increase in value for the buildings/project for a period of ten (10) years with a 75% abatement. This abatement ultimately will be based on the appraised value of the physical improvements to the buildings/project which remains unknown until the construction has been completed and is reappraised by the County.

The Board of Education of the Sandusky City Schools approved the proposed tax abatement, as presented here, by formal resolution at its June 30, 2017 Board meeting.

Budgetary Information: Per the Lease Agreement entered into between the City of Sandusky and SandCity, LLC, the City will ultimately be responsible for assuming the

25% increase in real estate tax liability (payable through operating reimbursements) due on the project since the abatement was not for the full 100%. These will be paid by the City on an annual basis within ninety (90) days of each calendar year end. This increase in annual operating reimbursements, above the Lease Agreement's stipulated \$1.50 per square foot, will remain unknown until the property is revalued at the completion of construction. Additionally, the project will also help sustain construction jobs in the local economy, through an estimated \$4,100,000 in construction payroll and forty-four (44) full-time equivalent construction jobs and will create an estimated twenty-five (25) full-time equivalent employment positions that will be subject to City income tax.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Community Reinvestment Area Agreement with SandCity, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage in order for the project to commence construction so as to be completed by the end of 2018.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Justin Harris, Law Director
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE COMMUNITY REINVESTMENT AREA AGREEMENT WITH SANDCITY, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMMUNITY REINVESTMENT AREA AGREEMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission established a Downtown Community Reinvestment Area by the passage of Ordinance No. 03-109 on June 23, 2003; and

WHEREAS, the City of Sandusky has received a request for tax abatement within the Downtown Community Reinvestment Area from SandCity, LLC, for the renovation of the Whitworth, Kingsbury, and Commercial Banking and Trust buildings, located at the northeast corner of Columbus Avenue and East Washington Row, and transformation into mixed use development with new City Hall administrative offices, retail, and apartments; and

WHEREAS, the project, once completed and stabilized, is estimated to create twenty-five (25) full-time equivalent job positions which will generate an estimated \$600,000 in new payrolls and additionally, it is anticipated the construction activity will employ forty-four (44) full-time equivalent positions with construction payrolls estimated at \$4.1 million that will result in additional income taxes for the City; and

WHEREAS, it is recommended to approve the proposed real estate tax exemption on the increase in value for the buildings/project for a period of ten (10) years with a 75% abatement that ultimately will be based on the appraised value of the physical improvements to the buildings/project which remains unknown until the construction has been completed and is reappraised by the County; and

WHEREAS, the Board of Education of the Sandusky City Schools has approved the proposed tax exemption by formal Resolution on June 30, 2017; 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 construction to commence and allow the project to be completed by the end of 2018; and

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

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

Section 1. This Commission hereby approves the Community Reinvestment Area Agreement pursuant to the terms and conditions, copies of which are on file in the office of the Clerk of the City Commission.

Section 2. The City Manager is hereby authorized and directed to execute the Community Reinvestment Area Agreement with SandCity, LLC, on behalf of the City of Sandusky in accordance with the terms and conditions as contained in the form of the agreement on file with the Clerk of the City Commission and attached to this Ordinance, marked Exhibit "1" and specifically incorporated as if fully rewritten herein.

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 24, 2017

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government, with its main offices located at 222 Meigs Street, Sandusky, Ohio 44870 (hereinafter “City” or City of Sandusky), and SandCity, LLC, an Ohio Limited Liability Company, with its mailing address at 38025 Second Street, Suite 102, Willoughby, Ohio 44094 which with its successors, subsidiaries, affiliated companies, assigns, and/or assignees collectively herein called “Property Owner” WITNESSETH:

WHEREAS, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, Property Owner is desirous of renovating three (3) currently vacant commercial buildings located at 234-240 Columbus Avenue, 256 Columbus Avenue and 115 E. Washington Row all of which are in Sandusky, Ohio and transforming into mixed use development with new City Hall administrative offices, retail and apartments (hereinafter the “Project”). The subject properties are further described as Erie County, Ohio permanent parcel numbers 56-01247.000, 56-01068.000 and 56-68023.000 within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the City Commission of the City of Sandusky, Ohio by Ordinance No. 03-109 adopted June 23, 2003 designated the area as a “Community Reinvestment Area” pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective July 11, 2003, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance No. 03-109 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as Community Reinvestment Area Number 04370380-01 under said Chapter 3735; and

WHEREAS, the City of Sandusky having the appropriate authority for the stated type of project is desirous of providing Property Owner with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Property Owner has submitted a proposed agreement application (hereinafter referred to as "Application" and attached as Exhibit “A”) to the City of Sandusky; and

WHEREAS, Property Owner has remitted the required State application fee of \$750.00 made payable to the Ohio Development Services Agency (formerly known as The Ohio Department of Development) with the Application to be forwarded to said department with the final agreement; and

WHEREAS, the City Manager of the City has investigated the application of Property Owner and has recommended the same to the Commission of the City on the basis that the Property Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City of Sandusky; and

WHEREAS, the Sandusky City School District and its Board of Education have been notified in accordance with Ohio Revised Code Section 5709.83, a copy of which is attached as Exhibit “B”, and been given a copy of the APPLICATION and Draft CRA Agreement and formally approved the terms of the agreement at their June 30, 2017 Board of Education meeting. The minutes evidencing the approving vote by the Board of Education is incorporated herein by reference and attached as Exhibit “C”; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

Section 1: Property Owner shall restore and redevelop the three (3) architecturally distinct historic buildings into one 68,000+ square foot (approximately 51,000 is leasable), approximately \$11.4 million mixed-use development consisting of new City Hall administrative offices for the City of Sandusky, three (3) renovated retail spaces and eighteen (18) market rate apartments in the remaining leasable space located at 234-240 Columbus Avenue, 256 Columbus Avenue and 115 E. Washington Row all of which are in Sandusky, Ohio. Said renovation shall consist of the demolition and construction necessary for the renovation and return to productive use of currently vacant, blighted commercial buildings into a mixed use development. The project further consists of other repairs and renovation as necessary to bring the building into compliance with current building codes.

The Project shall involve a total investment by the Property Owner of approximately \$11,400,000 including approximately \$620,000 for building acquisition, \$8,513,500 for building renovation and approximately \$2,274,900 for soft development costs. Furniture, fixtures and inventory at the Project will be paid for by the tenants(s). Due to the uncertainty inherent in the renovation of an old building the City of Sandusky elects not to further define the financial parameters of the Project.

No abatement shall be granted for the appraised value of the existing building nor is any abatement granted for the value of machinery, equipment, furniture and fixtures or inventory whether currently owned or hereinafter acquired.

The Project shall begin on or before November 2017 with all acquisition, construction and installation completed by December 31, 2018, or such later date as may be extended by the City in writing.

Section 2: The Project is anticipated to create, within the below delineated time frames, 20 - 25 new full-time equivalent job positions (excluding full-time equivalent job positions

relating to City Hall employees). The projected hiring schedule is as follows:

<u>Hired By Date</u>	<u>New Full-Time Equivalent Positions</u>
12/31/19	10
12/31/20	15
12/31/21	18
12/31/22	23
12/31/23	25

The above full-time equivalent job positions must be sustained throughout the duration of this Agreement. The increase in the number of employees will result in approximately \$600,000 of new annual payrolls at the Project (exclusive of payrolls relating to City Hall employees).

The Property Owner will employ an average of forty-four (44) full-time equivalent construction workers at the Project Site during the construction period. Total construction payroll is estimated at \$4,100,000.

There are currently –0- employees and –0- existing payroll at the Project.

Section 3: Construction work involved in the project must involve a good faith effort by the Property Owner to hire local (Erie County) construction workers at an equitable wage. The Property Owner is also encouraged to utilize local vendors and suppliers when feasible.

Section 4: Property Owner shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the Property Owner's compliance with the Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code, or any other records that may be reasonably requested by the Council or its designated representative(s).

Section 5: Subject to compliance by the Property Owner in all material respects with its obligations under this Agreement the City hereby grants to Property Owner a tax exemption for eligible real property improvements made to the Project pursuant Section 3735.67 of the Ohio Revised Code for the increased appraised valuation of property improved as a result of construction and completion of the Project as follows:

<u>Year of Tax Exemption</u>	<u>Percentage of Appraised Valuation of Real Property Improvements Exempted</u>
1	75%
2	75%
3	75%
4	75%
5	75%
6	75%
7	75%
8	75%

9	75%
10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. Each identified project improvement will receive a ten (10) year exemption period.

No real property tax exemption for the Project shall commence before January 1, 2019 nor extend beyond December 31, 2029.

Section 6: It is the responsibility of the Property Owner to file, as appropriate, any appropriate form including tax form DTE 24 (if required) with the Erie County Auditor to effect and maintain the tax exemption granted under this agreement.

Section 7: Property Owner hereby agrees to pay the City of Sandusky an annual monitoring fee of \$200.

The fee shall be payable to the City, once per year for each year this agreement is effective and is payable as follows: The fee is to be paid in cash or by check to the City of Sandusky by April 15 following each year the Agreement is in effect or at such later date as may be approved in writing by the City of Sandusky. The fee is to be paid to the Director of Finance in a check made payable to the City of Sandusky.

This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 3735.671(D) of the Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Revised Code exclusively for the purposes of performing the duties prescribed under that section.

Section 8: Property Owner shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If Property Owner fails to pay such taxes or file such returns, all incentives granted under this agreement are rescinded beginning with the year for which such unpaid taxes are charged or such reports or returns are required to be filed and thereafter.

Section 9: The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 10: If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City Commission revokes the designation of the zone, entitlement granted under this agreement shall continue for the number of years specified under this agreement, unless Property Owner materially fails to fulfill its obligations under this agreement.

Section 11: If Property Owner materially fails to fulfill its obligations under this agreement or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent the City may terminate or modify the exemptions from taxation granted under this agreement.

Section 12: Property Owner hereby certifies that, at the time this agreement is executed, it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which it is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, that Property Owner is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such petition has been filed against Property Owner. For the purpose of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

Section 13: Property Owner affirmatively covenants that it does not owe: (a) any delinquent taxes to the State of Ohio or a political subdivision of the State; (b) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (c) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Section 14: Property Owner and the City of Sandusky acknowledge that this agreement must be approved by formal action, in turn, of the Board of Education of the Sandusky City School District and the Sandusky City Commission as a condition for the agreement to take effect. This agreement takes effect upon such approvals by the Schools and City Commission and execution by the parties hereto.

Section 15: The City of Sandusky has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in their operations. By executing this agreement, Property Owner is committing to follow non-discriminating hiring practices agreeing that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 16: Exemptions from taxation granted under this agreement shall be revoked if it is determined that Property Owner, any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Sections 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or any of those sections.

Section 17: Property Owner affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of Property Owner has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, Property Owner shall be required to immediately return all

benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Section 18: Neither the City nor Property Owner shall be considered in default of its obligations hereunder in the event of delay in performance of such obligations due to causes beyond its control without its fault or negligence, including but not restricted to acts of God, acts of the Federal or State government, acts of the other party, fires, floods, strikes, freight embargoes or unusually severe weather; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time for performance of the obligations by the parties hereto shall be extended for the period of the delay.

Section 19: Any notices, statements, acknowledgments, consents, approvals, certificates or requests on behalf of either party shall be made in writing and addressed as follows:

AS TO THE CITY OF SANDUSKY:

Sandusky City Commission
Attention: City Manager
222 Meigs Street
Sandusky, Ohio 44870

With copy to:

Department of Community Development
Attention: Director
222 Meigs Street
Sandusky, Ohio 44870

AS TO PROPERTY OWNER:

SandCity, LLC
Attention: John Spear
38025 Second Street, Suite 102
Willoughby, Ohio 44094

or to such other contact or address as may be specified by such notice from time to time in writing.

Section 21: This agreement is transferable or assignable with the express, written approval of the Sandusky City Manager to a subsidiary, affiliate company, successor, and/or assignee of the "Property Owners."

IN WITNESS WHEREOF, The City of Sandusky, Ohio by Eric L. Wobser, its City Manager pursuant to Ordinance No. 17-XXX, passed on Date, 2017, and SandCity, LLC by Adelbert P. Marous, Jr., its Manager and Authorized Agent have caused this instrument to be executed this ____ day of _____, 2017.

The City of Sandusky, Ohio

Witness

by Eric L. Wobser, City Manager

SandCity, LLC

Witness

by Adelbert P. Marous, Jr., its Manager and Authorized Agent

Approved as to form:

Approved as to content:

Justin Harris,
Law Director

Matthew D. Lasko
Chief Development Officer

CITY OF SANDUSKY

COMMUNITY REINVESTMENT AREA PROGRAM APPLICATION

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Sandusky located in the County of Erie and SandCity LLC

1. a. Name of property owner(s), home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants):

SandCity LLC

Enterprise Name

John E. Spear

Contact Person

38025 Second Street, Suite 102, Willoughby OH 44094

Address

440-975-8118 x281

Telephone Number

- b. Project Site:

Whitworth & Kingsbury Buildings

Commercial Banking & Trust Co Building

Site Name

234 - 240 Columbus Ave

256 Columbus Ave & 115 E. Washington Row

Sandusky OH 44870

Address

John E. Spear

Contact Person

440-975-8118 x281

Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other to be conducted at the site):

Mixed use development with new City Hall, retail, and apartments

- b. List primary six (6) digit North American Industry Classification System (NAICS) #:

531110, 531120

Business may list other relevant SIC numbers: _____

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets and employment positions to be transferred):

n/a

- d. Form of business or enterprise (corporation, partnership, proprietorship, or other):

Limited Liability Company

3. Name of principal owner(s) or officers of the business:

Marous Development LLC (voting member) and SeaSand Holdings LLC (non voting member)

4. a. State the enterprise's current employment level at the proposed site:

None

- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes ☒ No ☐

- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be transferred to:

City Hall administrative employment positions will be relocated from 222 Meigs Street to the

Project located at 256 Columbus Ave & 115 E. Washington Row

- d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

None

- e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

n/a

- f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated:

See Attachments A, B & C regarding jobs & residents info at the Project.

Only assets to be relocated? Yes ☐ No ☐ Attach itemized list.

5. Does the property owner owe:

- a. Any delinquent taxes in the State of Ohio or a political subdivision of the State?

Yes ☐ No ☒

- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes ☐ No ☒

- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes ☐ No ☒

- d. If you answered yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: SandCity LLC will restore and redevelop the three (3) architecturally distinct historic buildings into one exciting, vibrant, new 68,000+ square foot, \$11.4 million mixed-use development consisting of new City Hall administrative offices for the City of Sandusky in 21,568+/- square feet (42% of the total Project), three renovated retail spaces totaling 8,479+/- square feet (17% of the total Project) and 18 market rate and affordable apartments in the remaining leasable space (41% of the total Project).
7. Project will begin July, 20 17 and be completed July, 20 18 provided a tax exemption is provided.
8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by name of the employer, full and part-time and permanent and temporary) (attach list if necessary):
- Construction jobs - 44 estimated FTEs, temporary jobs
- Property management jobs - 2 estimated FTEs, permanent jobs - see Attachment A
- Tenants jobs - 75-86 estimated FTEs, permanent jobs - see Attachment C
- b. State the time frame of this projected hiring: 1-5 yrs.
- c. State the proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):
- 44 FTE temporary construction jobs to be created in July 2017 through July 2018.
- 77-88 FTE permanent jobs will be created in July 2018 & over 5 years (see Attachments A & C)
9. a. Estimate the amount of annual payroll such new employees will add \$ _____ (new annual payroll must be itemized by full and part-time and permanent and temporary new employees). Temporary FTE construction jobs - Estimated \$4,100,000 in total
Permanent FTE operating & tenant jobs - Estimated \$22 million (total over 5 years)
- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 14.8 million total City Hall payroll over 5 years retained
10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- | | |
|--|-------------------------------|
| A. Acquisition of Buildings: | \$ <u>620,000</u> |
| B. Additions/New Construction: | \$ _____ |
| C. Improvements to Existing Buildings: | \$ <u>8,513,500 *</u> |
| D. Machinery and Equipment: | \$ _____ |
| E. Furniture and Fixtures: | \$ <u>50,000</u> |
| F. Inventory: | \$ _____ |
| G. Soft Development Costs | \$ <u>2,274,900</u> |
| TOTAL NEW PROJECT INVESTMENT | \$ <u>11,458,400 *</u> |

* The New Project Investment is significantly higher than Applicant's estimated fair market value of the Project upon completion, which is estimated at only \$4,252,000 based on the reasons explained in Section 11b below.

11. a. Business requests the following tax exemption incentives: 100 % for ten (10) years covering real improvements as described above. Be specific as to the rate and term.
- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

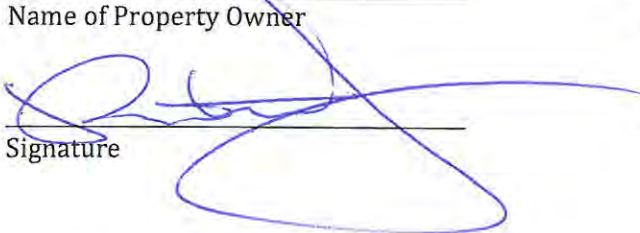
Because of the magnitude and complexity of the Project's redevelopment, its significant financial capital requirements and costs for rehabilitation, while providing for achievable market rate revenues and net operating income to service debt requirements and adequate investment returns, the underlying financial assumptions and underwriting do not make the redevelopment of the Project possible without the requested tax abatement.

Submission of this application expressly authorizes the City of Sandusky to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including Item #5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdiction considering the request. The applicant also agrees to provide additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.6(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.

SandCity LLC
Name of Property Owner

3/20/17
Date


Signature

Adelbert P. Marous, Jr., Manager and Authorized Agent
Typed Name and Title

Business Enterprise

Date

Signature

Typed Name and Title

- A copy of this proposal must be forwarded by the local government to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.
- Attach a final Community Reinvestment Area Agreement as Exhibit A.
- Please note that copied of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

SANDUSKY CITY COMMUNITY REINVESTMENT AREA PROGRAM APPLICATION
ATTACHMENT A - CALCULATION OF ESTIMATED
OPERATIONS JOBS & RECEIPTS



Columbus Avenue Revitalization Project - Sandusky, Ohio
Mixed Use Adaptive Re-Use Development
Round 17 - OHPTC Application

CONFIDENTIAL AND NOT FOR PUBLIC
VIEWING OR USE. CONTAINS TRADE
SECRET INFORMATION.

Attachment D3. Calculation of Estimated Operations Jobs & Receipts

	Sq Ft	Use
City Hall	21,568	City Hall - City of Sandusky
Retail A	1,715	Retail A - Tattoo Parlor - Needle Dicks
Retail B	1,768	Retail B - Restaurant - Bierkeller
Retail C	4,996	Retail C - Market - Vita Urbana
Apartments	21,237	Residential
Total	51,284	

NOTE: Operations Jobs included herein pertain to the FTE's to operate (i.e. manage) the Project and its buildings, which also include management, leasing, engineering and maintenance required to operate the Apartments component of the mixed-use Project and the direct Apartments lease revenue income therefrom. Operations Jobs pertaining to the City Hall and Retail Operations of those businesses are included in Attachment D5 - Tenants Jobs.

Operations Year	Operations Jobs	
	FTE's	Hourly Wage
1	2	\$ 23.14
2	2	\$ 23.59
3	2	\$ 24.06
4	2	\$ 24.54
5	2	\$ 25.04

Year	Operations	
	Receipts (e.g. Rents)	
1	\$ 576,900	
2	\$ 586,700	
3	\$ 596,500	
4	\$ 602,100	
5	\$ 616,600	

OPERATIONS JOBS AND HOURLY WAGES - SUPPORTING DATA

OPERATIONS RECEIPTS (E.G. RENTS) - SUPPORTING DATA

YEAR 1

D3. OPERATIONS	#	Salary	Payroll	Average
Director of Property Mgt	0.25	\$90,000	\$22,500	\$ 43.27
Apts-Property Mgr/Leasing Agent	0.5	\$50,000	\$25,000	\$ 24.04
Admin	0.5	\$35,000	\$17,500	\$ 16.83
Engineer	0.25	\$51,000	\$12,750	\$ 24.52
Maintenance/Cleaning	0.5	\$37,000	\$18,500	\$ 17.79
Total	2	\$263,000	\$96,250	\$ 23.14

YEAR 2

% Increase 2.0%				
D3. OPERATIONS	#	Salary	Payroll	Average
Director of Property Mgt	0.25	\$91,800	\$22,950	\$ 44.13
Apts-Property Mgr/Leasing Agent	0.5	\$51,000	\$25,500	\$ 24.52
Admin	0.5	\$35,700	\$17,850	\$ 17.16
Engineer	0.25	\$52,000	\$13,000	\$ 25.00
Maintenance/Cleaning	0.5	\$37,700	\$18,850	\$ 18.13
Total	2	\$268,200	\$98,150	\$ 23.59

YEAR 3

% Increase 2.0%				
D3. OPERATIONS	#	Salary	Payroll	Average
Director of Property Mgt	0.25	\$93,600	\$23,400	\$ 45.00
Apts-Property Mgr/Leasing Agent	0.5	\$52,000	\$26,000	\$ 25.00
Admin	0.5	\$36,400	\$18,200	\$ 17.50
Engineer	0.25	\$53,000	\$13,250	\$ 25.48
Maintenance/Cleaning	0.5	\$38,500	\$19,250	\$ 18.51
Total	2	\$273,500	\$100,100	\$ 24.06

YEAR 4

% Increase 2.0%				
D3. OPERATIONS	#	Salary	Payroll	Average
Director of Property Mgt	0.25	\$95,500	\$23,875	\$ 45.91
Apts-Property Mgr/Leasing Agent	0.5	\$53,000	\$26,500	\$ 25.48
Admin	0.5	\$37,100	\$18,550	\$ 17.84
Engineer	0.25	\$54,100	\$13,525	\$ 26.01
Maintenance/Cleaning	0.5	\$39,300	\$19,650	\$ 18.89
Total	2	\$279,000	\$102,100	\$ 24.54

YEAR 5

% Increase 2.0%				
D3. OPERATIONS	#	Salary	Payroll	Average
Director of Property Mgt	0.25	\$97,400	\$24,350	\$ 46.83
Apts-Property Mgr/Leasing Agent	0.5	\$54,100	\$27,050	\$ 26.01
Admin	0.5	\$37,800	\$18,900	\$ 18.17
Engineer	0.25	\$55,200	\$13,800	\$ 26.54
Maintenance/Cleaning	0.5	\$40,100	\$20,050	\$ 19.28
Total	2	\$284,600	\$104,150	\$ 25.04

D3. OPERATIONS RECEIPTS (E.G. RENTS)

YEAR	City Hall	Retail A	Retail B	Retail C	Apts	Total
1	\$ 275,000	\$ 25,000	\$ 25,800	\$ 72,900	\$ 178,200	\$ 576,900
2	\$ 279,300	\$ 25,800	\$ 26,600	\$ 75,000	\$ 180,000	\$ 586,700
3	\$ 283,700	\$ 26,500	\$ 27,300	\$ 77,200	\$ 181,800	\$ 596,500
4	\$ 283,700	\$ 27,300	\$ 28,100	\$ 79,400	\$ 183,600	\$ 602,100
5	\$ 292,600	\$ 28,000	\$ 28,900	\$ 81,700	\$ 185,400	\$ 616,600

YEAR 1 YEAR 2 YEAR 3 YEAR 4 YEAR 5

City Hall		Base	Year 1	Year 2	Year 3	Year 4	Year 5
\$	1.50	CAM	\$ 242,600	\$ 246,300	\$ 250,000	\$ 253,800	\$ 257,600
		Total	\$ 32,352	\$ 32,999	\$ 33,659	\$ 34,332	\$ 35,019
			\$ 274,952	\$ 279,299	\$ 283,659	\$ 288,132	\$ 292,619
Retail A		Base	Year 1	Year 2	Year 3	Year 4	Year 5
\$	2.00	CAM	\$ 21,609	\$ 22,257	\$ 22,925	\$ 23,613	\$ 24,321
		Total	\$ 3,430	\$ 3,499	\$ 3,569	\$ 3,640	\$ 3,713
			\$ 25,039	\$ 25,756	\$ 26,494	\$ 27,253	\$ 28,034
Retail B		Base	Year 1	Year 2	Year 3	Year 4	Year 5
\$	2.00	CAM	\$ 22,277	\$ 22,945	\$ 23,633	\$ 24,342	\$ 25,073
		Total	\$ 3,536	\$ 3,607	\$ 3,679	\$ 3,752	\$ 3,827
			\$ 25,813	\$ 26,552	\$ 27,312	\$ 28,095	\$ 28,900
Retail C		Base	Year 1	Year 2	Year 3	Year 4	Year 5
\$	2.00	CAM	\$ 62,950	\$ 64,838	\$ 66,783	\$ 68,787	\$ 70,850
		Total	\$ 9,992	\$ 10,192	\$ 10,396	\$ 10,604	\$ 10,816
			\$ 72,942	\$ 75,030	\$ 77,179	\$ 79,390	\$ 81,666
Apartments		Base	Year 1	Year 2	Year 3	Year 4	Year 5
			\$ 178,200	\$ 179,982	\$ 181,782	\$ 183,600	\$ 185,436

SANDUSKY CITY COMMUNITY REINVESTMENT AREA PROGRAM APPLICATION
ATTACHMENT B - CALCULATION OF RESIDENT NUMBER
OF UNITS & PER-UNIT RESIDENT ANNUAL INCOME



CONFIDENTIAL AND NOT FOR PUBLIC
VIEWING OR USE. CONTAINS TRADE
SECRET INFORMATION.

Columbus Avenue Revitalization Project - Sandusky, Ohio
Mixed Use Adaptive Re-Use Development
Round 17 - OHPTC Application

Attachment D4. Calculation of Resident Number of Units & Per-Unit Resident Annual Income

Operations Year	Number of Residential Units	Average Per-Unit Resident Annual Income
1	18	\$ 71,400
2	18	\$ 72,900
3	18	\$ 74,400
4	18	\$ 75,800
5	18	\$ 77,400

RESIDENTS - YEAR 1				
Use Type	Units	Average Annual Wage per Resident	Payroll	Average
Apartments - Market Rate	14	\$ 82,500	\$ 1,155,000	\$ 82,500
Apartments - Affordable	4	\$ 32,600	\$ 130,400	\$ 32,600
Total	18		\$ 1,285,400	\$ 71,400

RESIDENTS - YEAR 2				
% Increase 2.0%				
Use Type	Units	Average Annual Wage per Resident	Payroll	Average
Apartments - Market Rate	14	\$ 84,200	\$ 1,178,800	\$ 84,200
Apartments - Affordable	4	\$ 33,300	\$ 133,200	\$ 33,300
Total	18		\$ 1,312,000	\$ 72,900

RESIDENTS - YEAR 3				
% Increase 2.0%				
Use Type	Units	Average Annual Wage per Resident	Payroll	Average
Apartments - Market Rate	14	\$ 85,900	\$ 1,202,600	\$ 85,900
Apartments - Affordable	4	\$ 34,000	\$ 136,000	\$ 34,000
Total	18		\$ 1,338,600	\$ 74,400

RESIDENTS - YEAR 4				
% Increase 2.0%				
Use Type	Units	Average Annual Wage per Resident	Payroll	Average
Apartments - Market Rate	14	\$ 87,600	\$ 1,226,400	\$ 87,600
Apartments - Affordable	4	\$ 34,700	\$ 138,800	\$ 34,700
Total	18		\$ 1,365,200	\$ 75,800

RESIDENTS - YEAR 5				
% Increase 2.0%				
Use Type	Units	Average Annual Wage per Resident	Payroll	Average
Apartments - Market Rate	14	\$ 89,400	\$ 1,251,600	\$ 89,400
Apartments - Affordable	4	\$ 35,400	\$ 141,600	\$ 35,400
Total	18		\$ 1,393,200	\$ 77,400

	Cleveland Marshall Place Apartments	Willoughby Chagrin River Walk Apartments	Sandusky Columbus Ave Apartments
2010-2014 5 Yr FactFinder Median Family Income	\$ 32,568	\$ 67,095	\$ 44,441
2010-2014 5 Yr FactFinder Per Capita Income	\$ 17,436	\$ 30,288	\$ 21,725
Property Ratio of # of Residents to Units	1.70	1.45	1.50
Per Capita Income Times # of Residents to Units Ratio	\$ 29,641	\$ 43,918	\$ 32,588 (a)
Actual/Estimated Income Per Resident	\$ 61,372	\$ 76,000	\$ 55,000 (b)
Actual/Estimated Income Per Unit	\$ 104,333	\$ 110,200	\$ 82,500 (c)
Actual/Estimated Income Per Unit vs Per Capita Units	352%	251%	253% (d)
% of Residents Earning Over \$50,000 Annually	69%	46%	60% (e)
% of Residents Earning Over \$60,000 Annually	27%	35%	25% (f)

- (a) Represents Estimated Income per Unit using Factfinder Per Capita Statistics - USE FOR AFFORDABLE UNITS
(b) Represents Actual/Estimated Income per Resident
(c) Represents Actual/Estimated Income per Unit based on Ratio of Residents to Units - USE FOR MARKET RATE UNITS
(d) Represents that Vintage's Actual/Estimated Target Market Tenants in the Urban Setting Earn Above the Fact Finder Statistics
(e) Represents that a significant amount of Vintage's Target Market Tenants earn above \$50,000 Annually
(f) Represents that approximate 1/4 to 1/3 of Vintage's Target Market Tenants earn above \$60,000 Annually



**CONFIDENTIAL AND NOT FOR PUBLIC
VIEWING OR USE. CONTAINS TRADE
SECRET INFORMATION.**

**Columbus Avenue Revitalization Project - Sandusky, Ohio
Mixed Use Adaptive Re-Use Development
Round 17 - OHPTC Application**

Attachment D5. Calculation of Estimated Tenants Jobs & Receipts

	<u>Sq Ft</u>	<u>Use</u>
City Hall	21,568	City Hall - City of Sandusky
Retail A	1,715	Retail A - Tattoo Parlor - Needle Dicks
Retail B	1,768	Retail B - Restaurant - Bierkeller
Retail C	4,996	Retail C - Market - Vita Urbana
Apartments	21,237	Residential
Total	51,284	

NOTE: Tenants Jobs included herein pertain to the FTE's by the Project's tenants to operate their businesses and do not include the FTE's for management, leasing, engineering and maintenance required to operate the Apartments component of the mixed-use Project. Such FTE's and receipts (i.e. revenues) for the Apartments have been included in Attachment D3 Operations information.

<u>Year</u>	<u>Tenant Jobs</u>	
	<u>FTE's</u>	<u>Hourly Wage</u>
1	75	\$ 24.78
2	78	\$ 25.08
3	81	\$ 25.55
4	83	\$ 26.07
5	86	\$ 26.55

<u>Year</u>	<u>Tenants Operations</u>	
	<u>Receipts (e.g. Sales)</u>	
1	\$	23,346,400
2	\$	23,751,800
3	\$	24,083,200
4	\$	24,362,445
5	\$	24,739,599

TENANT JOBS - FTE'S - SUPPORTING DATA

<u>D5. TENANT JOBS - FTE'S</u>					
<u>YEAR</u>	<u>City Hall</u>	<u>Retail A</u>	<u>Retail B</u>	<u>Retail C</u>	<u>Total</u>
1	44.0	4.0	11.5	15.0	74.5
2	45.0	4.0	12.0	17.0	78.0
3	46.0	5.0	12.0	18.0	81.0
4	47.0	5.0	12.0	19.0	83.0
5	48.0	6.0	12.0	20.0	86.0

OPERATIONS RECEIPTS (E.G. RENTS) - SUPPORTING DATA

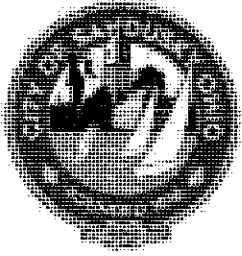
<u>D5. TENANT OPERATIONS RECEIPTS (E.G. SALES)</u>					
<u>YEAR</u>	<u>City Hall</u>	<u>Retail A</u>	<u>Retail B</u>	<u>Retail C</u>	<u>Total</u>
1	\$ 20,000,000	\$ 300,000	\$ 800,000	\$ 2,246,400	\$ 23,346,400
2	\$ 20,000,000	\$ 315,000	\$ 840,000	\$ 2,596,800	\$ 23,751,800
3	\$ 20,000,000	\$ 396,600	\$ 882,000	\$ 2,804,600	\$ 24,083,200
4	\$ 20,000,000	\$ 416,745	\$ 926,100	\$ 3,019,600	\$ 24,362,445
5	\$ 20,000,000	\$ 525,099	\$ 972,400	\$ 3,242,100	\$ 24,739,599

TENANT JOBS - HOURLY WAGES - SUPPORTING DATA

	% Increase		2.0%			
	D5. TENANT JOBS - HOURLY WAGES					
YEAR	City Hall	Retail A	Retail B	Retail C	Total	
					Weighted Avg	
1	\$ 29.77	\$ 20.86	\$ 15.87	\$ 18.00	\$ 24.78	
2	\$ 30.37	\$ 21.28	\$ 16.07	\$ 18.36	\$ 25.08	
3	\$ 30.97	\$ 21.70	\$ 16.57	\$ 18.73	\$ 25.55	
4	\$ 31.59	\$ 22.14	\$ 17.10	\$ 19.10	\$ 26.07	
5	\$ 32.22	\$ 22.58	\$ 17.64	\$ 19.48	\$ 26.55	

D5. TENANT JOBS - TOTAL PAYROLL

<u>YEAR</u>	<u>City Hall</u>	<u>Retail A</u>	<u>Retail B</u>	<u>Retail C</u>	<u>Total</u>
1	\$ 2,724,550	\$ 173,555	\$ 379,584	\$ 561,600	\$ 3,839,290
2	\$ 2,842,201	\$ 177,026	\$ 401,122	\$ 649,210	\$ 4,069,560
3	\$ 2,963,469	\$ 225,709	\$ 413,681	\$ 701,146	\$ 4,304,004
4	\$ 3,088,450	\$ 230,223	\$ 426,717	\$ 754,901	\$ 4,500,291
5	\$ 3,217,245	\$ 281,793	\$ 440,252	\$ 810,525	\$ 4,749,814



Department of Community Development

Maria Muratori
mmuratori@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5891
www.ci.sandusky.oh.us

June 22, 2017

Gina Deppert, Treasurer
Sandusky City Schools
407 Decatur Street
Sandusky, Ohio 44870

Re: SandCity, LLC - Request for Community Reinvestment Area Agreement

Dear Ms. Deppert:

The City of Sandusky has received a request for tax abatement from SandCity, LLC under the Community Reinvestment Area (CRA) abatement program for the renovation of the three (3) vacant and underutilized buildings located at 234-240 Columbus Avenue, 256 Columbus Avenue and 115 E. Washington Row (the "Property") all of them located in Sandusky, Ohio 44870. The company plans to return these currently vacant buildings to productive use by renovating the facility into a mixed use development with a new City Hall, retail and apartments.

Following are the proposed terms and conditions:

1. Abatement of new real estate taxes for improvements made at the Project Site for a period of ten (10) years is recommended. The percentage abatement requested is 75% on the entirety of the Property. The company will be granted abatement on the appraised value of the new real improvements.
2. The company's investment includes demolition and construction necessary for the renovation of the currently vacant buildings into a mixed use development with a new City Hall, retail, and apartments. The project further consists of other repairs and renovation as necessary to bring the building into compliance with current building codes.
3. The company will pay an annual monitoring fee of \$200 payable to the City of Sandusky no later than April 15 the year following each year the agreement is effective.
4. The company will create a minimum of twenty (20) new full-time equivalent jobs, increasing to twenty-five (25) after five (5) years and have payrolls of

approximately \$600,000. These figures exclude full-time equivalent jobs related to City Hall employees.

5. All other standard terms and conditions apply.

The return of these vacant properties into revenue generating endeavors is in the interests of all parties and we hope that the Sandusky Schools agree.

Pursuant to Ohio Revised Code Section 3735.67.1(A) and 3735.67.1(B) the Sandusky City Schools are hereby notified that the proposed agreement exceeds certain statutory limitations imposed by the Ohio Revised Code. Because of the statutory limitations and the required approvals we ask that the Sandusky Schools formally approve the granting of the CRA Tax Abatement and return a record of the school's approval to the undersigned as soon as practical.

Subsequent to action by the Sandusky City Schools we will forward the agreement to the Sandusky City Commission for its approval.

We have attached the company's CRA Application as well as a draft of the Community Reinvestment Area Agreement. Please note that the original application requests 100% abatement, but the current request is for a revised 75% abatement request. Please review these documents and contact the undersigned at 419-627-5891 or via e-mail at mmuratori@ci.sandusky.oh.us with any questions, corrections or suggestions you may have.

Sincerely,



Maria Muratori
Development Specialist

EXHIBIT "C"
MINUTES OF BOARD OF EDUCATION'S MEETING ON JUNE 30, 2017

(TO BE ATTACHED UPON COMPLETION AND
PRIOR TO EXECUTION OF AGREEMENT)

Minutes of Sandusky Board of Education's Regular Meeting Held at 407 Decatur Street, Sandusky, June 30, 2017

The regular meeting of the Sandusky Board of Education of June 30, 2017 was called to order by President Mr. Krabill at 8:00 a.m.

The following members were present: Mr. Jeff Krabill, Mrs. Brigitte Green-Churchwell, Mrs. Martha Murray, Ms. Kate Vargo, and Mr. Thomas Patterson.

Mr. Krabill led with the Pledge of Allegiance.

Resolution #17-6b-1

Mrs. Murray made the motion, seconded by Mrs. Green-Churchwell to approve the agenda as presented, including the addendum presented, 8 c.) advances, d) abatement; 9. A. 23) Biecheler, 24) Beatty, Irish, Toms, 25) Gildenmeister, 26) Riedel, 27) Coffey, b 11) Young; in addition, Executive Session was added under Resolution #17-6b-2.

On Roll Call: Mrs. Murray AYE, Mrs. Green-Churchwell, AYE, Mr. Patterson, AYE, Ms. Vargo, AYE, Mr. Krabill AYE. Motion carried.

The following took place:

Citizens Participation

Be it resolved, that the Sandusky City Schools Board of Education, upon the recommendation of the CEO & Superintendent, awards an "Honorary" High School Diploma to Lovey Anna Leavell.

Correspondence –

Dotson, Myisha – Pre-School Teacher, Hancock
Johns, Jodi – Coordinator of Community Programming
O'Hanlon, Marcie - Social Studies Teacher - SMS
Schieber, Anna – Intervention Specialist – SMS
Vallinger, Tyler – Latin Teacher - SHS

Correspondence – Related to Action

- a) Approval of Resolution to Award Honorary Sandusky High School Diploma to Alejo S. Leal

Be it resolved, that the Sandusky City Schools Board of Education, upon the recommendation of the CEO & Superintendent, awards an "Honorary" High School Diploma to Alejo S. Leal.

CFO & Treasurer's Report – Discussion Items, Gina Deppert

There were no scheduled reports from the CFO & Treasurer for the Monday, June 30, 2017 Board meeting.

CEO & Superintendent's Report – Discussion Items, Eugene T.W. Sanders, PhD

Dr. Sanders deferred his report to the Board Work Session for the CEO & Superintendent during the Monday, June 30, 2017 Board meeting.

Resolution #17-6b-2

Mr. Patterson made the motion, seconded by Ms. Vargo to move to executive session to consider compensation with respect to a public employee or official.

Minutes of Sandusky Board of Education's Regular Meeting Held at 407 Decatur Street, Sandusky, June 30, 2017

The Board, Dr. Sanders, and Mrs. Roop-Deppert moved to executive session at 8:20 a.m.

Mr. Krabill, Board President, concluded executive session at 9:07.

On Roll Call: Mr. Patterson, AYE, Ms. Vargo, AYE, Mrs. Murray, aye, Mrs. Green-Churchwell, AYE, Mr. Krabill AYE. Motion carried.

Resolution #17-6b-3

Mr. Patterson made the motion, seconded by Mrs. Murray to approve the Treasurer's recommendation as presented.

a) Approval of Group Retrospective Program

It is recommended that the Board of Education approve the Group Retrospective Program with Sheakley UniServices / Optimal Health Initiatives at a cost of \$7,620.

b) Approval of Disposal of Inventory Items

It is recommended that the Board of Education approve the following inventory listing for disposal:

Book Series

The Developing Child, 8th Edition, Last copy right 2000

Working With Young Children, 2002 last copy right

c) Approval of Temporary Advance Payments to Meet Fiscal Year Ending Cash Balance Requirements

In order to close the current fiscal year on June 30, 2017, it is necessary to make temporary advances from the General Fund to other funds, so that they will end the fiscal year with positive cash balances as required. In most cases, these funds depend upon local revenues and state and federal reimbursements for expenses, and requested funds have not been received. It is recommended that the Sandusky Board of Education approve the temporary advances. These funds are advanced on a temporary basis and will be repaid to the General Fund during July of 2017. Postings subject to change with the fiscal year end closing procedures.

d) Allocation of Interest Earnings

Pursuant to Section 3315.01 of the Ohio Revised Code, it is recommended that the Sandusky Board of Education authorize the CFO & Treasurer to allocate earnings from investments to the following funds during Fiscal Year 2016-2017. Interest earned on investments from all other funds shall be credited to the General Fund.

006 Food Service Fund

007 Expendable Trust Funds

008 Endowment Funds

029 Educational Foundation Funds

401 Non-Public Auxiliary Service Funds

024 Self Insurance Fund

e) Approval of Financial Resolutions

As the Board of Education is aware, the Ohio Revised Code establishes a fiscal year reporting cycle for all school districts within the State of Ohio. The next fiscal year

Minutes of Sandusky Board of Education's Regular Meeting
Held at 407 Decatur Street, Sandusky, June 30, 2017

is July 1, 2017 through June 30, 2018. Inherent in this reporting cycle is the need to address a variety of resolutions and measures.

It is recommended that the Board of Education to approve the following:

Resolution for Fiscal Procedures for Fiscal Year 2017-2018

BE IT RESOLVED, by the Board of Education of the Sandusky City School District that the Treasurer, in concert with the Superintendent, be authorized to perform the following functions in order to proceed with prompt transactions of fiscal affairs during the fiscal year July 1, 2017 through June 30, 2018.

1. Pay salaries, wages and other obligations when due within authorized appropriated amounts.
2. Invest district funds in public depositories in accordance with the Uniform Depository Act, as specified in Sections 135.01 through 135.21 of the Ohio Revised Code.
3. Borrow money and issue notes in anticipation of the collection of revenues for the current fiscal year, if the financial situation of the school district should warrant such borrowing.
4. Request advance in taxes, when necessary, from the Erie County Auditor.
5. Sign payroll checks and general account checks with the mechanical signature system.
6. Employ such temporary personnel as may be required for emergency conditions, with such employment to be submitted to the Board for approval at its next regular meeting.

f) Approval of Amended Certificate of Estimated Resources

It is recommended that the Board of Education approve the Amended Certificate of Estimated Resources for fiscal year 2017 to close the end of fiscal year 2017.

g) Approval of Revised Annual Appropriation Measure for the 2016-2017 Fiscal Year

Pursuant to Section 5705.38 of the Ohio Revised Code, during the fiscal year a school district may approve such supplemental appropriation measures as it finds necessary, based on the revised tax budget and the official certificate of estimated resources or amendments thereof. Based upon the Amended Official Certificates of Estimated Resources for the current fiscal year, it is recommended that the Sandusky Board of Education approve the Revised Annual Appropriation Measure for the 2016-2017 Fiscal Year.

h) Approval of Temporary Annual Appropriation Measure for the 2017-2018 Fiscal Year

It is recommended that the Sandusky Board of Education approve the Temporary Appropriation Measure for the 2017-2018 Fiscal Year. The Temporary Appropriation Measure for the 2017-2018 Fiscal Year is based on the Official Certificate of Estimated Resources for FY 2018 and will be adjusted once an Amended Certificate of Estimated Resources is completed.

i) Acceptance and Approval of Insurance Bids

It is recommended that the Board of Education accept the bids for District Fleet, Property and Liability insurance coverage as presented:

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Agent Carrier
Assured Partners Liberty Mutual

- j) Adjusted May Financial Summary
It is recommended that the Board of Education accept the adjusted May Financial Summary.
- l) Approval of CRA Tax Abatement Resolution
It is recommended that the Board of Education approve the Community Reinvestment Area tax abatement.

On Roll Call: Mr. Patterson, AYE, Mrs. Murray, AYE, Mrs. Green-Churchwell, AYE, Ms. Vargo, AYE Mr. Krabill AYE. Motion carried.

Resolution #17-6b-4

Mr. Patterson made the motion, seconded by Ms. Vargo to approve the following action items as delineated below.

Item #24, i) included a separate vote.

CEO & Superintendent’s Recommendations – Action Items, Eugene T.W. Sanders, PhD
The recommendations presented to the Board of Education have been provided to the Board in advance of the Board meeting. Board members have had the opportunity to review available background information and request additional information to further prepare for action on recommendations presented in this section prior to the Board meeting.

a) Personnel

- a) Approval of Resignations – Professional
It is recommended that the Board of Education accept the following resignation(s) as requested in the provided communications:

Last Name	First Name	Position	Effective
Dotson	Myisha	Pre-School Intervention Specialist	June 30, 2017
O’Hanlon	Marcie	Social Studies Teacher - SMS	June 30, 2017
Schieber	Anna	Intervention Specialist – SMS	June 30, 2017
Vallinger	Tyler	Latin Teacher – SHS	June 30, 2017

- b) Approval of Resignation Date Change – Administrative Staff
It is recommended that the Board of Education accept the following change in resignation date:

Last Name	First Name	Position	Effective Date
Johns	Jodi	Coordinator of Community Programming	June 26, 2017

- c) Approval of Unpaid Leave – Professional Staff
It is recommended that the Board of Education accept the following military leave of absence as recommend by Dan Poggiali, Chief of Staff & Transformation Officer:

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Last Name	First Name	Position	Leave Dates
Tyren	Alyson	Teacher	2017/18 SY

- d) Approval of Employment – Professional Staff (Pages 25-56)
It is recommended that the Board of Education approve the following employment as recommended by Dan Poggiali, Chief of Staff & Transformation Officer:

Last Name	First Name	Position	Degree	Effective
Adkins	Cosetta	English-SMS	MA+24	2017-18 SY
Docherty	Rebecca	English-SMS	MA	2017-18 SY
Hanson	Jessica	English-SMS	BA	2017-18 SY
Kovac	Paul	Intervention Specialist - SMS	BA	2017-18 SY

- e) Approval of Change in Contract Status – Professional
It is recommended that the Sandusky Board of Education approve the change in contract status per the SEA Negotiated Agreement as recommended by Dan Poggiali, Chief of Staff & Transformation Officer:

Last Name	First Name	Position	Effective
Webb	Elizabeth	From Title I Tutor to Teacher	17/18 SY
Washek	Kimberly	From Title I Tutor to Teacher	17/18 SY

- f) Approval of Renewal of Limited Contract – Professional Staff
It is recommended that the Board of Education approve the following employment as recommended by Dan Poggiali, Chief of Staff & Transformation Officer:

Last Name	First Name	Position	Effective
Spaulding	Brooke	Intervention Specialist	17/18 SY

- g) Approval of Employment for SHS OGT Tutor, Commencement, ,Senior Reception Workers:
It is recommended that the Sandusky Board of Education approve for employment as submitted by Eric Talbot, SHS Principal, and recommended by Dan Poggiali, Chief of Staff & Transformation Officer:

SHS Senior Reception Workers			
Last Name	First Name	Position	Hourly Rate
Dvorsky	Tanya	Teacher	\$20.00/hr.
Fry	Amanda	Teacher	\$20.00/hr.
Gast	Kevin	Teacher	\$20.00/hr.
Martin	Jay	Teacher	\$20.00/hr.
Vallinger	Tyler	Teacher	\$20.00/hr.
Schlett	Stephanie	Paraprofessional	\$14.47/hr.

SHS Commencement Workers			
Last Name	First Name	Position	Hourly Rate
Andrezejewski	Jacqueline	Therapist	\$20.00/hr.

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Bates	Kayshon	Para	Hourly rate
Brown	Lenora	Admin Asst.	Hourly rate
Costante	Gabrielle	Teacher	\$20.00/hr.
Cremean	Erin	Teacher	\$20.00/hr.
Davis	Kristina	Counselor	\$20.00/hr.
Downing	Kristina	Teacher	\$20.00/hr.
Fleck	Joann	Teacher	\$20.00/hr.
Fry	Amanda	Teacher	\$20.00/hr.
Gant	Katherine	Teacher	\$20.00/hr.
Hager	Ira	Teacher	\$20.00/hr.
Jensen	Lani	Teacher	\$20.00/hr.
Johnson	Dawn	Teacher	\$20.00/hr.
Lasch	Lawrence	Teacher	\$20.00/hr.
Marsh	Judina	Teacher	\$20.00/hr.
Mears	Laura	Teacher	\$20.00/hr.
Schlett	Stephanie	Para	Hourly rate
Shields	Elizabeth	Teacher	\$20.00/hr.
Sidoti-Palmer	Babe	Counselor	\$20.00/hr.
Sisak	Kevin	Teacher	\$20.00/hr.
Herman-Wells	Elizabeth	Teacher	\$20.00/hr.

SHS OGT Tutoring – Title I Fund			
Last Name	First Name	Position	Hourly Rate
Mitchell	Kristi	Teacher	\$33.92

8) Approval of Project Lead the Way – Professional Development – Career Tech Funds:

It is recommended that the Board of Education approve the following professional development as required by ODE, as recommended by Nancy Hall, Director of Career Technical and Adult Education, and recommended by Dan Poggiali, Chief of Staff & Transformation Officer:

Approval of Training July 10 -14, 2017				
Last Name	First Name	Training	Building	Date
Root	Matthew	40 hours: \$20.00/hr.	Career Tech - SHS	July, 2017

9) Approval of Supplemental Contracts – Professional

It is recommended that the Board of Education accept the following supplemental assignment as submitted by Principals: Eric Talbot, SHS; Donna Brown, Venice Heights Elementary; Marie Prieto, SMS and recommended by Dan Poggiali, Chief of Staff & Transformation Officer:

Approval of Supplemental Assignments				
Last Name	First Name	Position	Building	Date
Cooper	Lisa	Spec. Ed. Ext. Days (5)	SHS	16/17 SY
Lazzara	Julia	Student Council Advisor	Venice	17/18 SY
Jensen	Lani	PEP Club Advisor	SHS	17/18 SY
Gildenmeister	Christina	Technology Spec.	SMS	17/18 SY
Martin	Julie	Technology Spec.	Venice	17/18 SY

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10) Approval of Summer Gifted Professional Development – Title II-A Fund - Professional

It is recommended that the Board of Education approve the following Professional Development with Todd Kettler the week of June 12-16, 2017 up to five days, as submitted by Tara Toft, Coordinator for Advanced Academic Studies, as recommended by Julie McDonald, EdD, Chief Academic Officer:

Last Name	First Name	Position	Rate
Kromer	Amy	Teacher	\$100.00/day
Foss	Karen	Teacher	\$100.00/day
Neyman	Renee	Teacher	\$100.00/day
Scott-Honigford	Jami	Teacher	\$100.00/day
Whelan	Conor	Teacher	\$100.00/day

11) Approval of Dorn Summer Experience – Dorn Fund - New York

It is recommended that the Board of Education approve the following staff for the Summer Dorn Experience, as submitted by Tara Toft, Coordinator for Advanced Academic Studies, as recommended by Julie McDonald, EdD, Chief Academic Officer:

Last Name	First Name	Position	Rate of Pay (week)
Whelan	Conor	Teacher	\$1000.00
Scott-Honigford	Jami	Teacher	\$1000.00
Harris	Traci	Teacher	\$1000.00

12) Approval of RCAAS Teachers – Summer Survivor Week – Dorn Fund - of July 10, 2017

It is recommended that the Board of Education approve the following staff for the Summer Survivor Week, per submitted time card, as submitted by Tara Toft, Coordinator for Advanced Academic Studies, as recommended by Julie McDonald, EdD, Chief Academic Officer:

Last Name	First Name	Position	Teacher Daily Rate
Kromer	Amy	Teacher	\$200.00
Foss	Karen	Teacher	\$200.00
Hachey	Katy	Teacher	\$200.00
Neyman	Renee	Teacher	\$200.00
Zimmerman	Julie	Teacher	\$200.00
Toft	Tara	Principal	\$300.00

13) Approval of RCAAS Summer Gifted Testing

It is recommended that the Board of Education approve the following staff for compensation for required testing, per submitted time card, up to 10 days, as submitted by Tara Toft, Coordinator for Advanced Academic Studies, as recommended by Julie McDonald, EdD, Chief Academic Officer:

Last Name	First Name	Position	Teacher Daily Rate
Toft	Tara	Principal	\$300.00/day
Grathwol	Virginia	Admin. Asst.	Hourly rate/time card

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14) Additional Approval of Summer Employment – Summer Art Studio & Art Seminar June, July 2017

It is recommended that the Board of Education approve the employment of the following staff member(s) for Summer Art Studio, to replace staff who were no longer available, as submitted by Rosalyn Shepherd, GLVPAA, as recommended by Julie McDonald, EdD, Chief Academic Officer, employees will be paid from general funds:

Summer Art Seminar & Studio			
June – July 2017			
Last Name	First Name	Position	Hourly Rate
Schmenk	Ronda	Non-district-Music	\$32.51
Esposito	Carolyn	Teacher	\$33.92
Boissoneault	Katie	Summer Intern	\$10.00

15) Approval of Stipend Payment for PBL Training – Title II-A Fund- BOE June 14-16, 2017

It is recommended that the Board of Education approve payment of the following staff members for PBL Training, as recommended by Julie McDonald, EdD, Chief Academic Officer:

PBL Training - June 14-16, 2017			
Last Name	First Name	Position	Pay
Biddlecombe	Linda	Teacher	\$300.00
Loomis	Heather	Teacher	\$300.00
Pahl	Staci	Teacher	\$300.00
Blanton	Holly	Teacher	\$300.00
Chavez	Cynthia	Teacher	\$300.00
Washek	Kimberly	Teacher	\$300.00
Webb	Elizabeth	Teacher	\$300.00
Shepherd	Rosalyn	Teacher	\$300.00

16) Approval of Employment for Customized Training– Adult Education -17/18 SY

It is recommended that the Sandusky Board of Education approve the employment for the Customized Training Instructors for the Adult Education Department for the 2017/18 SY listed below, as submitted by Nancy Hall, Director of Career Technical and Adult Education, and recommended by Dan Poggiali, Chief of Staff & Transformation Officer:

Adult Education – Customized Training Staff Effective July 1 st , 2017 for the 2017/18 School Year			
Last Name	First Name	Position	Hourly Rate
Graffice	Karen	COST Customized Instructor	\$38.00
Anderson	Robert	FM Customized Instructor	\$38.00
Leslie	Paul	FM Customized Instructor	\$38.00

17) Approval of Compensation for Additional Responsibilities:

It is recommended that the Sandusky Board of Education approve the following effective June 27, 2017, as submitted and recommended by Julie McDonald, EdD, Chief Academic Officer:

Last Name	First Name	Position	Pay
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Maschari	Luanne	Curriculum Facilitator Coverage for FMLA of EMIS Coordinator	\$100.00 additional per diem
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- 18) Approval of Employment –3rd Grade Summer Literacy/Reading Program
It is recommended that the Board of Education approve the addition of the following staff member(s) for the Literacy Program, as submitted by Kathy Pace-Sanders, Hancock Principal, as recommended by Julie McDonald, EdD, Chief Academic Officer:

Employment of 3 rd Grade Summer Literacy/Reading Program June 25 – 30, 2017 – Time Card – General				
Last Name	First Name	Position	Effective Date(s)	Hourly Rate
Riedel	Heidi	Para	6/25 – 6/30, 2017	\$17.97

- 19) Approval of Stipend Payment for PBL Training – Title II-A BOE June 21-23, 2017
It is recommended that the Board of Education approve payment of the following staff members for PBL Training, as recommended by Julie McDonald, EdD, Chief Academic Officer:

PBL Training June 21-23, 2017			
Last Name	First Name	Position	Pay
Kromer	Amy	Teacher	\$300.00
Foss	Karen	Teacher	\$300.00
Claus	Charlene	Teacher	\$300.00
Mueller	Michele	Teacher	\$300.00
Joubert	Jennifer	Asst. Principal	\$300.00
Adkins	Cosetta	Teacher	\$300.00

- 20) Approval of Payment for Wilson Reading Training June 8-9, 2017
It is recommended that the Board of Education approve payment of the following staff member for Wilson Training, as recommended by Julie McDonald, EdD, Chief Academic Officer:

Wilson Training - June 8-9, 2017			
Last Name	First Name	Position	Pay
Trayanum	Gwendolyn	Teacher	\$200.00

- 21) Approval of Payment for SDA Retention and Recruitment - Summer, 2017
It is recommended that the Board of Education approve payment of the following staff member for SDA Retention and Recruitment, per time card, as recommended by Dan Poggiali, Chief of Staff & Transformation Officer:

SDA Retention and Recruitment			
Last Name	First Name	Position	Pay/day
Cole-Caston	Jarvis	Teacher	\$100.00
Smith	Sherry	Admin.	Per diem after 6/27/17

- 22) Approval of Summer Literacy Camp – Staff

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It is recommended that the Sandusky Board of Education approve the following Summer Literacy Camp Staff, per funds provided, July, 2017, as listed below. Submitted by Donna Brown, Principal and recommended by Julie McDonald, EdD, Chief Academic Officer:

Summer Literacy Camp – July 2017			
Last Name	First Name	Position	Pay Rate
Villarreal	Alanna	Teacher – Title Fund	\$1000.00 stipend
Johnson	Darcy	Teacher – Title Fund	\$1000.00 stipend
Thompson	Amber	Teacher – Title Fund	\$1000.00 stipend
Schweck	Kendra	Teacher – Title Fund	\$1000.00 stipend
Lazzara	Julie	Teacher – Title Fund	\$1000.00 stipend
Huber	Leslie	Teacher – Title Fund	\$1000.00 stipend
Paputza	Rebekah	Teacher – Title Fund	\$1000.00 stipend
Weatherspoon	Dana	Teacher – Title Fund	\$1000.00 stipend
Wade	Richard	Teacher – Title Fund	\$1000.00 stipend
Thompson	Shauna	Para – Title Fund	Hrly. Wage/Rate
Hearn	Dianna	Para – Title Fund	Hrly. Wage/Rate
Riedel	Heidi	Para – Title Fund	Hrly. Wage/Rate
Andrzejewski	Jacqueline	Mental Health – Title Fund	\$1000.00 stipend
Martin	Julie	Technology – Title Fund	\$1000.00 stipend
Schreck	Shaleigh	Art – Title Fund	\$1000.00 stipend
Norwell-Fischer	Chris	Reading Coach – Title Fund	\$1500.00 stipend
Roth	Julie	Math Coach – Title Fund	\$1500.00 stipend
Adams	Melony	Zumba Instructor – General Fund	\$200.00 per day
Kelley	Darla	Dance 2 Fit Instructor - General Fund	\$200.00 per day 2 days
Jordan	Eric	Next Level Fit Instructor – General Fund	\$200.00 per day
Brown	Donna	Administrator - – Title Fund	\$2000.00 stipend
Saunders	Mary	Yoga Instructor – General Fund	\$200.00 per day

h) Approval of Employment – Administration Staff

It is recommended that the Board of Education approve the following employment as submitted by Megan Peugeot, Exec. Dir. Curr. And Exp. Services and recommended by Julie McDonald, EdD, Chief Academic Officer:

Last Name	First Name	Position	Contract	Effective
Biecheler	Jamie	7-12 Student Serv. Supervisor	2 yrs/220/Step 2 (Alt. Programs Coord. schedule)	2017-18 SY

The Board voted separately on each item in section i):

The roll call listed below for Mrs. Beatty:

On Roll Call: Mr. Patterson, AYE, Ms. Vargo, AYE, Mrs. Green-Churchwell, AYE, Mrs. Murray, AYE Mr. Krabill AYE. Motion carried.

The roll call listed below for Mr. Irish:

On Roll Call: Mr. Patterson, AYE, Ms. Vargo, NO, Mrs. Green-Churchwell,

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AYE, Mrs. Murray, AYE, Mr. Krabill AYE. Motion carried.

The roll call listed below for Mr. Toms:

On Roll Call: Mr. Patterson, AYE, Ms. Vargo, AYE, Mrs. Green-Churchwell, AYE, Mrs. Murray, AYE, Mr. Krabill AYE. Motion carried.

- h) Approval Employment – Administration Staff
It is recommended that the Board of Education approve the salary adjustments due to change in responsibilities:

Last	First	Title	Contract	Effective
Beatty	Tina	HR Director	2 yrs./260/ Step 10 (Network Engineer schedule)	July 1, 2017
Irish	Colin	Dean of Students – SMS/SHS	2 yrs./220 days/Step 12 (current schedule)	July, 1, 2017
Toms	Kevin	Building/Facilities Supervisor	.8623 Index/Step 18 (current schedule)	July 1, 2017

- 25) Approval of Supplemental Contracts – Professional
It is recommended that the Board of Education accept the following supplemental assignment as submitted by Principals: Marie Prieto, SMS and recommended by Dan Poggiali, Chief of Staff & Transformation Officer:

Approval of Supplemental Assignments – 2016/17 SY				
Last Name	First Name	Position	Building	Date
Gildenmeister	Christina	Power of the Pen	SMS	16/17 SY
Gildenmeister	Christina	Student Council Advisor	SMS	16/17 SY

- 26) Correction to Fund #18 6/30/17 Agenda: Approval of Employment –3rd Grade Summer Literacy/Reading Program
It is recommended that the Board of Education approve the addition of the following staff member(s) for the Literacy Program, as submitted by Kathy Pace-Sanders, Hancock Principal, as recommended by Julie McDonald, EdD, Chief Academic Officer:

Employment of 3 rd Grade Summer Literacy/Reading Program June 25 – 30, 2017 – Time Card – Title Fund				
Last Name	First Name	Position	Effective Date(s)	Hourly Rate
Riedel	Heidi	Para	6/25 – 6/30, 2017	\$17.97

- 27) Approval of Resident Educator Mentor Stipends per the SEA Negotiated Agreement:
It is recommended that the Board of Education approve the payment of Mentors for the Resident Educator Program, per the SEA Negotiated agreement, as submitted by Lead Mentors, and recommended by Dr. Julie McDonald, PhD, Chief Academic Officer:

Resident Educator Mentor	Position	Amount	Total Stipend
Deb Coffey	Mentor	\$1,000.00	\$1000.00

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On Roll Call: Mr. Patterson, AYE (abstention from applicable family members), Ms. Vargo, AYE, Mrs. Murray, AYE, Mrs. Green-Churchwell, AYE, Mr. Krabill AYE. Motion carried.

Resolution #17-6b-5

Mrs. Vargo made the motion, seconded by Mrs. Murray to approve the following:

- 1) Approval of SHS Graduates
Upon successful completion of the requirements for graduation prescribed by the Sandusky Board of Education, by the Department of Education of the State of Ohio, and by the North Central Association of Colleges and Secondary Schools, the following student(s) have fulfilled all requirements for graduation from Sandusky High School. It is requested that the Board of Education approve the students listed below to graduate and receive a diploma:

Sandusky High School – Award of Diploma	
Student Name	Date of Diploma
Naja Danae May-Pearson	June 2017

- 2) Approval of Sandusky City Schools Board of Education Policy Manual Revisions
It is recommended that the Board of Education approve the following revised Sandusky City Schools Board of Education policies, provided by the Ohio School Boards Association (OSBA) and approved by the Sandusky City Schools Policy Committee:

Sandusky City Schools Policy Manual Revisions		
Month	Policy #	Policy Title or Policy Regulation Title
May 2017 Updates	DID	Inventories (Fixed Assets)
	DJC	Bidding Requirements
	DN	School Properties Disposal
	EF/EFB	Food Services Management/Free and Reduced-Price Food Services
	IGBB	Programs For Students Who Are Gifted
	IGBI	English Learners
	IGBJ	Title I Programs
	IGBL	Parent and Family Involvement In Education
	JN	Student Fees, Fines and Charges

- 3) Approval of Educational Service Center of Cuyahoga County Agreement for Admission of Pupils Pursuant to Ohio Revised Code Section 3313.841” for admission of pupils to the Positive Education Program Services
It is recommended that the Board of Education approve the provided agreement with the Cuyahoga County Educational Service Center for the admission of pupils for educational purposes for the 2017-18 school year, as submitted by Megan Peugeot, EdD, Executive Director Curriculum & Expanded Services and recommended by Julie McDonald, EdD, Chief Academic Officer.
- 4) Approval of 2017-18 Membership in the Ohio High School Athletic Association OHSAAs (Pages 61-62)

Minutes of Sandusky Board of Education's Regular Meeting
Held at 407 Decatur Street, Sandusky, June 30, 2017

It is recommended that the Sandusky Board of Education approve the membership renewal with the Ohio High School Athletic Association for the 2017-18 school year per the provided communications from Dr. Dan Ross, Commissioner, OHSAA, as submitted by Shawn Coakley, District Athletic and Activities Director and recommended by Dan Poggiali, Chief of Staff & Transformation Officer.

5) Approval to Upgrade Existing Lenel Camera Security System

It is recommended that the Board of Education approve the attached quote with Presidio Networked Solutions Group, LLC to upgrade existing Lenel Camera Security System to add new cameras around the district and improve the resolution of the existing cameras. This will also allow the capability to record video for longer periods of time. Submitted by Eric Eckenrode, Technology Coordinator and recommended by Dan Poggiali, Chief of Staff & Transformation Officer.

6) Approval for Renewal Maintenance Services with Presidio

It is recommended that the Board of Education approve the renewal agreement with the Presidio, formerly Netch Corporation, for hardware maintenance, technical support, and licensing for the 2017-18 school year as found in the attached proposed maintenance renewal quote as submitted by Eric Eckenrode, Coordinator of Technology, and recommended by Dan Poggiali, Chief of Staff & Transformation Officer.

7) Approval of Sandusky City Schools High School Student Handbook and Conduct and Disciplinary Information Booklet for the 2017-2018 School Year

It is recommended that the Board of Education approve the Sandusky City Schools High School Student Handbook and Conduct and Disciplinary Information booklet for the 2017-2018 School Year as submitted by Eric Talbot, Sandusky High School Principal and recommended by Dan Poggiali, Chief of Staff & Transformation Officer.

8) Approval of Consultant Services Agreement with Ohio Sue Young

It is recommended that the Board of Education approve the attached Consultant Services Agreement between Sandusky City Schools and Ohio Sue Young for the term starting on July 1, 2017 and ending on June 30, 2018 as recommended by Eugene, T.W. Sanders, PhD, Chief Executive Officer & Superintendent. Funding will be paid through Title 1 Grant Application.

9) Approval of First Amendment to the Athletic Training and Sports Medicine Services Agreement

It is recommended that the Board of Education approve the attached First Amendment to the Athletic Training and Sports Medicine Services Agreement between Firelands Regional Medical Center and Board of Education, Sandusky High School to provide Athletic Training and Sports Medicines Services as submitted and recommended by Dan Poggiali, Chief of Staff & Transformation Officer.

10) Approval of Sandusky City School Student Activity Fundraisers

It is recommended that the Sandusky Board of Education approve the following list of fundraisers from IN-HOUSE clubs, as recommended by Gina Deppert, CFO & Treasurer:

Minutes of Sandusky Board of Education’s Regular Meeting
Held at 407 Decatur Street, Sandusky, June 30, 2017

Sandusky City Schools – “In-House” Fundraisers		
Group Name	Fundraiser Event	Dates of Fundraiser
SHS Choir	Car Wash	8/12/2017
SHS Choir	Century Resources Treat Sale	08/30/17-09/15/17
SHS Choir	Brass Pelican Wings Fundraiser	09/16/17-09/30/17
SHS Choir	October Raffle	10/01/17-10/31/17
Sandusky High School P.S.S.F	Senior Scholarship Banquet Placemats	08/30/17-11/21/17
SHS Cheerleaders	July 4th Face Painting	7/4/2017
SHS Cheerleaders	Bake Sale @ Football Scrimmage	8/17/2017
SHS Cheerleaders	Fan Cloth Clothing	8/15/17-10/30/17
SHS Cheerleaders	Buttons for Fall & Winter Sports	08/01/17-03/01/2018
* - Indicates materials/supplies donated by outside individuals/organizations.		

On Roll Call: Ms. Vargo, AYE, Mrs. Murray, AYE, Mr. Patterson, AYE, Mrs. Green-Churchwell, AYE, Mr. Patterson, AYE, Mr. Krabill, AYE. Motion carried.

Resolution #17-6b-6

Mrs. Murray made the motion, seconded by Mrs. Green-Churchwell to approve the following:

- c) Donations:
The Sandusky City Schools accept the following gifts and contributions and in doing so, do hereby acknowledge the positive and supportive activities of the identified party:

Sandusky City Schools – Donations		
Donator Name	Donation To	Donation
Sandusky High School Student Council	Sandusky High School Scholarship Fund	\$2,000.00
Darcy Johnson	Andrew Dunn Sandusky Police Academy Memorial Scholarship	\$8.00
David Waddington	Charles E. Odums II Memorial Scholarship	\$30.00
The Sidney Frohman Foundation	Sandusky Area Cultural Center	\$14,000.00
The Sidney Frohman Foundation	Sandusky Schools Planetarium	\$17,500.00
DonateWell	Regional Center for Advanced Academic Studies	\$2,720.00

** Value of non-monetary donation.

On Roll Call: Mrs. Murray, AYE, Mrs. Green-Churchwell, AYE, Mr. Patterson, AYE, Ms. Vargo, AYE, Mr. Krabill, AYE. Motion carried.

The Board of Education proceeded with the scheduled work session.

Mr. Krabill left the meeting at 11:45.

Resolution #17-6b-7

Mr. Patterson made the motion, seconded by Ms. Vargo to adjourn the June 05, 2017 regular meeting as presented. Motion carried.

On Roll Call: Mr. Patterson, AYE, Ms. Vargo, AYE, Mrs. Murray, AYE, Mrs. Green-Churchwell, AYE. Motion carried.

Minutes of Sandusky Board of Education’s Regular Meeting
Held at 407 Decatur Street, Sandusky, June 30, 2017

Certificate Section 5705.412, Revised Code

It is hereby certified that the Sandusky City School District Board of Education, Erie County, Ohio, has sufficient funds to meet the contract agreement, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was or is scheduled for the current fiscal year.

06/30/2017

Treasurer

Superintendent of Schools

President, Board of Education

Mr. Jeff Krabill, President

Mrs. Gina Roop-Deppert Treasurer



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jeffrey Keefe, P.E.

Date: July 12, 2017

Subject: **Commission Agenda Item** – Awarding of Venice Heights Blvd Reconstruction Project

ITEM FOR CONSIDERATION: Ordinance awarding a contract to ROPPER Construction Inc., Willard, Ohio for the Venice Heights Blvd Reconstruction Project.

BACKGROUND INFORMATION: Venice Heights Blvd is concrete pavement in very poor condition. Little maintenance has been performed since completion of the various phases over 40 years ago. Natural deterioration has progressed so that repairs are needed to the concrete surfaces. The project consists of concrete pavement removal, installation of concrete curbs and gutters, for approximately 1520 lf from Thorpe Drive west to approximately the existing storm sewer culvert. The westerly portion (from approximately the existing culvert to Bardshar) of Venice Heights Blvd has about 5,900 sf of joint and panel replacements. We are also installing a new storm culvert next to the existing that will provide additional drainage capacity from Venice Park.

We continue to look for cost effective materials and methods to provide the most fiscally responsible solutions. As part of this project, we included two Alternate Bid Sections that could provide savings if these alternate materials or methods are used. Alternate A specified warm mix asphalt vs. the base bid of hot mix, this Alternate A resulted in a net savings of \$1,359.00. We have checked with ODOT, installers and suppliers and have learned that warm mix asphalt is a “greener” product and has historically been a safer material for the appliers, as the material is not as hot when delivered and placed.

Alternate B specified a subbase stabilization application, which would be used if subbase conditions would benefit from this application. The soil stabilization is a process that mixes the existing subbase material with cement, which creates a chemical bond with the soil particles. After the materials are mixed, they are regraded and left to finish out their curing process. After a couple days, the material is ready to add concrete curb and gutter then asphalt pavement. This stabilization method could result with money savings if no additional subbase material needed to be cut out and replaced with an aggregate backfill (which has happened over the past few projects). After we evaluate the success of this project, we will consider this on all future projects.

The following two bids were received on July 11, 2017 at a formal public bid opening. Alt A deduct was determined by the cost difference from the base bid and Alternate A costs.

ROPPER Construction Inc. Willard, Ohio	Base Bid	\$ 600,837.83
	Add Alternate A	\$ -1,359.00
	Add Alternate B	\$ 41,000.00
	Total	\$ 640,478.83
Ed Burdue & Co. LLC. Sandusky, Ohio	Base Bid	\$ 622,263.60
	Add Alternate A	\$ -906.00

Add Alternate B	\$ 56,250.00
Total	\$ 677,607.00

The engineer's estimate was \$750,000.00. ROPPER Construction Inc. has been determined to be the lowest and best bidder. We are accepting the base bid and Alternate A and B Bid Sections. The schedule for completion for Professional Services and Construction is November 22, 2017.

BUDGETARY INFORMATION: The total cost of the project based on bids, including engineering, inspection, and advertising is \$650,000.00 will be paid from the Capital Projects fund (Issue 8).

ACTION REQUESTED: It is requested that an Ordinance be awarded for the construction contract to ROPPER Construction Inc., Ohio in the amount of \$640,478.83 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for the project to be completed prior to the asphalt plants closing at the end of the fall construction season and to minimize the impact to school bus traffic to Venice Heights School.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ROPPER CONSTRUCTION INC., OF WILLARD, OHIO, FOR THE VENICE HEIGHTS BLVD RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity to proceed with the proposed Venice Heights Blvd Reconstruction Project by Resolution No. 034-17R, passed on June 12, 2017; and

WHEREAS, the Venice Heights Blvd Reconstruction Project involves the reconstruction of Venice Heights Boulevard from Bardshar Road to Thorpe Drive including the replacement of isolated joints and panels from the westerly end from Bardshar Road to just west of the existing culvert pipe, new concrete curb and gutter with asphalt pavement from the culvert pipe to Thorpe Drive, and the installation of new storm culvert pipe just west of the existing culvert; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Ropper Construction Inc., of Willard, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost for this project based on bids, including engineering, inspection, advertising and miscellaneous expenses is \$650,000.00 and will be paid with Issue 8 funds from the Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the project to be completed prior to the asphalt plants closing at the end of the Fall construction season and to minimize the impact to school bus traffic to Venice Heights School; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Ropper Construction Inc., of Willard, Ohio, for the Venice Heights Blvd Reconstruction Project in an amount **not to exceed** Six Hundred Forty Thousand Four Hundred Seventy Eight and 83/100 Dollars (\$640,478.83) consistent with the bid submitted by Ropper Construction Inc., of Willard, Ohio,

currently on file in the office of the Director of Public Works.

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 24, 2017



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

Division of Engineering Services
222 Meigs St
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: July 11, 2017

Subject: Commission Agenda Item – East End Sewer Improvements Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 3 and Final, for the East End Sewer Improvements Project.

BACKGROUND INFORMATION: This project was awarded to Underground Utilities, Inc. at the September 14, 2015 city commission meeting per ordinance 15-123 in the amount of \$4,559,008.00. This is one of the first projects listed in the Revised General Plan that was submitted to Ohio EPA in November 2013 for approval. The project consisted of several capacity improvements: (1) 21-inch sanitary sewer in Remington Avenue from Laurel St. to Cleveland Road, (2) 24-inch relief sanitary in Cleveland Rd beginning at Remington Avenue and extending to Farwell Street, (3) supplemental pump station at the existing Farwell Pump Station site to handle the additional flow from the relief sanitary sewer, (4) force main from Farwell Lift Station to a discharge point on the 48-inch sewer at the intersection of Arthur Street and Third Street, and (5) replace and increase capacity of the Meadowood Pump Station on East Oldgate Road. In addition to the reconstruction of Third Street from Farwell Street to Arthur Street.

BUDGETARY INFORMATION: Change Order No. 1 was approved at the October 24, 2016 city commission meeting per ordinance 16-179 in the amount of \$44,951.90 and revised the contract amount to \$4,603,959.90. Change Order No. 2 did not impact the contract amount, it was a time extension completion date revision from March 18, 2017 to May 15, 2017 per ordinance 17-013 which was passed at the February 13, 2017 city commission meeting. Change Order No. 3, an addition in the amount of \$17,304.57 will revise the contract amount to \$4,621,264.47. The City of Sandusky obtained an Ohio Water Development Authority (OWDA) low interest loan to finance the cost of the construction activities that will be paid with Sewer Funds.

Summary of Change Orders	
Original Contract Amount	\$4,559,008.00
Change Order No. 1-East Oldgate Rd. work	\$44,951.90
Change Order No. 2-Time Extension	\$0.00
Change Order No. 3-Final Quantities	\$17,304.57
Final Contract Amount	\$4,621,264.47
Summary of Change Order No. 3	
Item 1-Additional items outside contract scope	\$118,410.17
Item 2-Manhole No. 18-3 Modification	\$16,148.00
Item 2-Final Bid Item Quantities	-\$117,253.60
Total for Change Order No. 3	\$17,304.57

The City will receive reimbursement from Jones & Henry, Inc. in the amount of \$16,148.00 for item 28 Manhole 18-3 Modification.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 3 for final quantities for the East End Sewer Improvements Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for work already completed in the field.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director of Engineering

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

CHANGE ORDER NO.3-ITEM 1

Part A

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EAST END SEWER IMPROVEMENTS City of Sandusky, Erie County, Ohio

PACKAGE I

Agreed Upon and/or Previously Quoted Work

-- Additional Work Completed Outside of Contract Scope --

TABLE OF CONTENTS

ENCLOSURE NUMBER	DATE OF OCCURRENCE	DESCRIPTION OF THE WORK COMPLETED	APPLICABLE ATTACHMENTS	RESULTING COSTS
1	Tuesday, November 10, 2015 through Friday, January 8, 2016	Storm Water Pollution Prevention Plan (SWP3) Contract Document Generation by City, Adherence to same by Contractor <i>[reference documents within Enclosure 1]</i>	Invoice, Correspondence, 1.6	\$2,750.00
2, Part I	Thursday, May 12, 2016	Third Street Right-of-Way Fence Straightening/Restoration <i>[reference Attachment 2.A]</i>	2.A through 2.B, inclusive	\$1,881.19
2, Part II	Monday, May 23, 2016	Third Street Right-of-Way Clearing for Fence Straightening <i>[reference Attachment 2.D]</i>	2.C through 2.D, inclusive - <i>added clearing/grubbing</i>	\$920.00
3, Part I	Monday, May 23, 2016	Traffic Loop Repair Outside of Contract Scope, 3 each <i>Verbal Quotation of \$2,240.00 per each to M. Karafa on May 23, 2016 [reference Attachments 3.D and 3.E]</i>	3.A through 3.E, inclusive	\$6,720.00
3, Part II	Tuesday, November 1, 2016	Additional Traffic Loop Repair Outside of Contract Scope <i>[reference Attachment 3.G(1)]</i>	3.F through 3.G, inclusive	\$12,072.50
4	Saturday, July 16, 2016	Third Street, Waldock Road Base Thickening, Station 12+13 to Station 13+13 (+/-) <i>[reference Attachments 4.A(2), 4.A(3)]</i>	4.A through 4.E, inclusive	\$1,005.00
5	Friday, July 22, 2016	Third Street, Existing Sewer Grouting <i>[reference Attachment 5.A(1)]</i>	5.A	\$3,175.00
6	Monday, July 25, 2016	Pipe Creek Vent Height Modification <i>[reference Attachment 6.A(1)]</i>	6.A through 6.D, inclusive	\$2,446.00
6a		REVISED DELETED due to Negotiations Conducted on Friday, May 5, 2017	6a.1	
7	Thursday, August 24, 2016	Third Street, Soils/Road Base Testing <i>[reference Attachment 7.A(1) **]</i> ** Plus 10% as Contract Allowed	7.A through 7.B, inclusive	\$464.75
8	Tuesday, August 9, 2016	Farwell Pump Station Sanitary MH 3-4 Modification <i>[reference Attachment 8.A(3)]</i>	8.A	\$14,831.00

EAST END SEWER IMPROVEMENTS
City of Sandusky, Erie County, Ohio

PACKAGE I

Agreed Upon and/or Previously Quoted Work

-- Additional Work Completed Outside of Contract Scope --

TABLE OF CONTENTS

ENCLOSURE NUMBER	DATE OF OCCURRENCE	DESCRIPTION OF THE WORK COMPLETED	APPLICABLE ATTACHMENTS	RESULTING COSTS
9a	Tuesday August 30, 2016	MEADOWOOD PUMP STATION Meadowood Pump Station Ultra Sonic Level Sensor Relocated [reference Attachment 9a.A(1)]	9a.A	\$533.50
9b	Wednesday, August 31, 2016	Meadowood Pump Station Bacteria Conduit Installation [reference Attachment 9b.A(1)]	9b.A through 9b.B, inclusive	\$965.00
9c	Thursday, September 8, 2016	Meadowood Pump Station Removable Guard Posts, 5 each [reference Attachment 9c.A(1)]	9c.A	\$1,512.50
9d	Wednesday, September 28, 2016	Meadowood Pump Station External Pump Temperature Switches [reference Attachment 9d.A(2) **] ** Plus 10% as Contract Allowed	9d.A	\$554.40
9e	Thursday, November 10, 2016	Meadowood Pump Station Requested Additional Concrete Flatwork within the Pump Station Site [reference Attachment 9e.A(2)]	9e.A through 9e.C, inclusive	\$3,159.00
10a	Wednesday, September 28, 2016	FARWELL PUMP STATION Farwell Pump Station External Pump Temperature Switches [reference Attachment 10a.A(2) **] ** Plus 10% as Contract Allowed	10a.A	\$687.50
10b, 10c, 10d	Monday, October 31, 2016 Tuesday, November 1, 2016	Farwell Pump Station Requested Additional Concrete Flatwork within the Pump Station Site; Coating of Exposed Sanitary MH Structures within the Pump Station Site; Requested Landscaping on the South Side of the Pump Station Structure [reference Attachments 10b through 10d.A(2)]	10b through 10d.A, inclusive	\$3,500.00 \$1,500.00 \$5,480.00
10e	Wednesday, January 4, 2017	Farwell Pump Station Security Fence Modification with regard to Top Three-Barb Configuration [reference Attachment 10e.A(1)]	10e.A through 10e.B, inclusive	\$370.77
11	Thursday, November 3, 2016	Perla's Additional Work including Sidewalk and Drive Removal/Replacement at his direction [reference Attachment 11.A(2)]	11.A through 11.E, inclusive <i>Revised based on negotiations with City Engineering June 5, 2017</i>	\$3,725.00 \$1,862.50
SUBTOTAL SUMMARY -- ADDITIONAL WORK COMPLETED OUTSIDE OF ORIGINAL CONTRACT SCOPE PACKAGE I, PART A -- AGREED UPON OR PREVIOUSLY QUOTED WORK				\$68,253.11 \$66,390.61

EAST END SEWER IMPROVEMENTS
City of Sandusky, Erie County, Ohio

PACKAGE II

Work Completed and Analyzed within a Time & Material Criteria

-- Additional Work Completed Outside of Contract Scope --

TABLE OF CONTENTS

ENCLOSURE NUMBER	DATE OF OCCURRENCE	DESCRIPTION OF THE WORK COMPLETED	APPLICABLE ATTACHMENTS	RESULTING COSTS
12	Thursday, November 19, 2015	Cleveland Road, Station 11+03, 28' Left, Unanticipated Sublatent Existing 12" Water Main Bury Depth <i>Contract Plan page 8 of 37</i>	12, EQUIP A, B.1, LAB.1	\$5,365.89
13	Thursday, November 24, 2015	Cleveland Road, Station 0+00 (+/-), Sublatent 12" Storm Sewer Removal, Replacement & Tie-in <i>Contract Plan page 7 of 37</i>	13, EQUIP A, B.1, LAB.1	\$1,931.38
14	Monday, November 30, 2015 through Wednesday, December 9, 2015	Cleveland Road, Various Locations, Storm & Sanitary Encountered Lateral Repairs <i>Contract Plan pages 7 & 8 of 37</i>	14, EQUIP A, B.1,	\$2,567.50
15	Monday, December 7, 2015	Cleveland Road, Station 8+04, Right, 8" MJ Gate Valve Change Out, as Directed, "Open Right" for "Open Left", <i>Contract Plan page 8 of 37</i>	15, EQUIP A, B.1, LAB.1	\$2,346.47
16	Monday, December 23, 2015	Cleveland Road, Station 20+35 (+/-), Sublatent 2" Water Service, Discovery & Repair, <i>Contract Plan page 10 of 37</i>	16, EQUIP A, B.1, LAB.1	\$6,193.12
17		REVISED DELETED due to Negotiations <i>Conducted on Friday, May 5, 2017</i>	17	
18	Friday, January 22, 2016	East Oldgate Road, Station 0+63, Unanticipated Sublatent Existing Electric Feed, <i>Contract Plan page 16 of 37</i>	18, EQUIP A, B.1, LAB.1	\$3,085.54
19		REVISED DELETED due to Negotiations <i>Conducted on Friday, May 5, 2017</i>	19, EQUIP A, B.1, LAB.1	
20	Wednesday, January 27, 2016	Cleveland Road, Station 37+70 (+/-), 6" Cast Iron Water Main Break as a Result of an Existing Sublatent Condition, <i>Contract Plan page 13 of 37</i>	20, EQUIP A, B.1, LAB.1	\$8,691.33
21	Tuesday, February 2, 2016	East Oldgate Road, Station 7+06 at Proposed Sanitary MH #18-1, Not Shown, Sublatent 18" Storm Conduit Removal / Replacement, <i>Contract Plan page 18 of 37</i>	21, EQUIP A, B.1, LAB.1	\$3,436.05

EAST END SEWER IMPROVEMENTS
City of Sandusky, Erie County, Ohio

PACKAGE II

Work Completed and Analyzed within a Time & Material Criteria

-- Additional Work Completed Outside of Contract Scope --

TABLE OF CONTENTS

ENCLOSURE NUMBER	DATE OF OCCURRENCE	DESCRIPTION OF THE WORK COMPLETED	APPLICABLE ATTACHMENTS	RESULTING COSTS
22	Monday, February 8, 2016 and Wednesday, March 23, 2016	East Oldgate Road, Station 9+61 to 10+60 at Proposed Sanitary MH #18-3, Sublatent Gas Main Alignment Conflict Between Structures #18-2 and #18-3 <i>Contract Plan page 18 of 37</i>	22, EQUIP A, B.1, LAB.1	\$5,936.54
23	Tuesday, February 9, 2016	Cleveland Road, Station 13+10, West side of Pipe Creek Between Structures #9-1 & #9-2, Service Tap Placement, as directed, as a result of Agreements between the City of Sandusky & Roger & Helen Schoen <i>Contract Plan page 9 of 37</i>	23, EQUIP A, B.1, LAB.1	\$2,698.87
24	Monday, February 22, 2016	Cleveland Road West side of Pipe Creek at Sanitary MH #9-2 & #9-6, Removal, Replacement and Realignment of 36" Storm Sewer, <i>Contract Plan page 9 of 37</i>	24, EQUIP A, B.1, LAB.1	\$5,438.61
25	Thursday, April 14, 2016	East Farwell Street, Station 2+12 (+/-), JBT Food Tech Concrete Drive - 10" Thickness, <i>Contract Plan page 3 of 37</i>	25	\$1,404.63
26	Wednesday, July 20, 2016	Third Street Contingency, Existing Sanitary MH #13612, Station 18+15 Lowering of an Existing Manhole Requiring Ring Sawing of the Structure, <i>Contract Plan page 6A</i>	26, EQUIP A, B.1, LAB.1	\$2,649.32
27	Monday, July 11, 2016 through Friday, July 22, 2016 <i>(also reference Enclosure 5)</i>	Third Street Contingency, Station 13+94 (+/-), Buried Sublatent Sanitary Manhole Removal / Replacement <i>Contract Plan page 6A</i>	27	\$2,625.00
28	Thursday, October 13, 2016	East Farwell Street, Farwell Pump Station, Unanticipated Added Electrical Subcontractor Costs so as to Modify the Originally Intended Communication Means between the New Gorman-Rupp Pump Station & Existing Pump Station Structure <i>Contract Plan pages 3, 21, E-4 (35) & E-5 (36) of 37</i>	28	\$5,862.45
29	Thursday, November 1, 2016	East Oldgate Road, Station 0+00, Meadowood Pump Station, SCADA Installation Costs Completed Outside of the Relayed Scope of Work, <i>Contract Plan page 16, E-2 (33) & E-3 (34) of 37</i>	29	\$908.82
30	Thursday, August 6, 2015 through Friday, March 24, 2017	East Oldgate Road, Street Lighting, Light Pole Fixture Removal, Storing & Replacement <u>Credit</u> <i>Contract Plan pages 16 through 18 of 37</i>	30	(\$4,200.00)
31	Throughout the Duration of the Project	Work Completed by City Forces as Contractor Authorized	31	(\$4,921.96)
SUBTOTAL SUMMARY -- ADDITIONAL WORK COMPLETED OUTSIDE OF ORIGINAL CONTRACT SCOPE PACKAGE II, PART B -- <i>Work Completed and Analyzed within a Time & Material Criteria</i>				-\$56,941.52 \$52,019.56

**EAST END SEWER IMPROVEMENTS
City of Sandusky, Erie County, Ohio**

PACKAGE I & II

Agreed Upon and/or Previously Quoted Work

Work Completed and Analyzed within a Time & Material Criteria

-- Additional Work Completed Outside of Contract Scope --

TABLE OF CONTENTS
GRAND TOTAL SUMMARY

ENCLOSURE NUMBER	PACKAGE I, PART A	RESULTING COSTS
Enclosure 1		\$2,750.00
Enclosure 2, Part I		\$1,881.19
Enclosure 2, Part II		\$920.00
Enclosure 3, Part I		\$6,720.00
Enclosure 3, Part II		\$12,072.50
Enclosure 4		\$1,005.00
Enclosure 5		\$3,175.00
Enclosure 6		\$2,446.00
Enclosure 6a	REVISED - DELETED due to Negotiations Conducted on Friday, May 5, 2017	
Enclosure 7		\$464.75
Enclosure 8		\$14,831.00
Enclosure 9a		\$533.50
Enclosure 9b		\$965.00
Enclosure 9c		\$1,512.50
Enclosure 9d		\$554.40
Enclosure 9e		\$3,159.00
Enclosure 10a		\$687.50
Enclosure 10b		\$3,500.00
Enclosure 10c		\$1,500.00
Enclosure 10d		\$5,480.00
Enclosure 10e		\$370.77
Enclosure 11	REVISED - due to Negotiations Conducted on Monday, June 5, 2017	\$3,725.00 \$1,862.50
SUBTOTAL PACKAGE I, PART A -- AGREED UPON OR PREVIOUSLY QUOTED WORK		-\$60,253.44 \$66,390.61
ENCLOSURE NUMBER	PACKAGE II, PART B	RESULTING COSTS
Enclosure 12		\$5,365.89
Enclosure 13		\$1,931.38
Enclosure 14		\$2,567.50
Enclosure 15		\$2,346.47
Enclosure 16		\$6,193.12
Enclosure 17	REVISED - DELETED due to Negotiations Conducted on Friday, May 5, 2017	
Enclosure 18		\$3,085.54
Enclosure 19	REVISED - DELETED due to Negotiations Conducted on Friday, May 5, 2017	
Enclosure 20		\$8,691.33
Enclosure 21		\$3,436.05
Enclosure 22		\$5,936.54
Enclosure 23		\$2,698.87
Enclosure 24		\$5,438.61
Enclosure 25		\$1,404.63
Enclosure 26		\$2,649.32
Enclosure 27		\$2,625.00
Enclosure 28		\$5,862.45
Enclosure 29		\$908.82
Enclosure 30		(\$4,200.00)
Enclosure 31	REVISED - ADDED due to Negotiated Contractor Authorized Work by City Forces	(\$4,921.96)
SUBTOTAL PACKAGE II, PART B -- WORK COMPLETED AND ANALYZED WITHIN A TIME & MATERIAL CRITERIA		-\$56,941.52 \$52,019.56
GRAND TOTAL PACKAGE I & II, PARTS A & B -- ADDITIONAL WORK COMPLETED OUTSIDE OF ORIGINAL CONTRACT SCOPE		-\$125,194.63
AGREED UPON OR PREVIOUSLY QUOTED WORK & WORK COMPLETED AND ANALYZED WITHIN A TIME & MATERIAL CRITERIA		\$118,410.17

CHANGE ORDER NO.3-ITEM 2

INVOICE

Underground Utilities, Inc.

"An Equal Opportunity Employer"

416 West Monroe Street -- PO Box 428

Monroeville, OH 44847

Phone: 419-465-2587 Fax: 419-465-4289

general@undergroundutilitiesinc.com

To: Jones & Henry Engineers, Ltd.
Attn: Mike Karafa, Project Engineer
3103 Executive Parkway, Suite 300
Toledo, OH 43606

Re: East End Sewer Improvements
City of Sandusky, Ohio
UUI Project No. 2015077

Terms: Due Upon Receipt

Invoice No.	Invoice Date	UUI Project No.	Description
2015077-02	June 8, 2017	2015077	EAST END SEWER IMPROVEMENTS SANDUSKY, ERIE CO., OHIO

Ref. No.	Quantity	Unit	Description	Price	Amount
N/A	1	LS	East Old Gate Road, Removal/Replacement of Sanitary MH #18-3 with Inlet Conduit (reference January 30, 2017 submitted document)	\$16,148.00	\$16,148.00
SUBTOTAL					\$16,148.00
GRAND TOTAL					\$16,148.00

Please make your check payable to Underground Utilities, Inc.

Item 28: Final Quantity Adjusting Change Order		Scheduled Values			Work Completed		Change
					Actual	Change	
Item No.	Description	Bid Quantity	Unit	Bid Price	Quantity	Quantity	Amount
1a	Mobilization and Demobilization	1	LS	\$44,000.00	1	0.00	\$ -
1b	Maintenance of Traffic	1	LS	\$20,000.00	1	0.00	\$ -
2	Rock Excavation	1968	CY	\$1.00	538.9	-1429.10	\$ (1,429.10)
3a	8" Sanitary Sewer	60	LF	\$135.00	56.7	-3.30	\$ (445.50)
3b	12" Sanitary Sewer	1161	LF	\$105.00	1141.5	-19.50	\$ (2,047.50)
3c	12" Storm Sewer	650	LF	\$50.00	627	-23.00	\$ (1,150.00)
3d	15" Sanitary Sewer	20	LF	\$184.00	23	3.00	\$ 552.00
3e	21" Sanitary Sewer	944	LF	\$172.00	943	-1.00	\$ (172.00)
3f	24" Sanitary Sewer	3638	LF	\$228.50	3636	-2.00	\$ (457.00)
3g	6" Sanitary House Services	500	LF	\$80.00	113	-387.00	\$ (23,220.00)
4	Rigid Pavement Removal	4302	SY	\$3.00	5247.18	945.18	\$ 2,835.54
5	Excavation of Unsuitable Soils	100	CY	\$50.00	0	-100.00	\$ (5,000.00)
6	18" Force Main	2150	LF	\$139.50	2141	-9.00	\$ (1,255.50)
7	Special Backfill	8569	CY	\$1.00	5602.08	-2966.94	\$ (2,966.94)
8	21" Carrier Pipe in Bored Casing Pipe	1	LS	\$80,000.00	1	0.00	\$ -
9	Pipe Creek Crossing	1	LS	\$180,000.00	1	0.00	\$ -
10a	6" Water Line	40	LF	\$160.00	49	9.00	\$ 1,440.00
10b	8" Water Line	150	LF	\$110.00	166	16.00	\$ 1,760.00
11a	8" Gate Valve and Box	1	EA	\$2,000.00	1	0.00	\$ -
11b	6" Tapping Sleeve and Gate Valve In Box	1	EA	\$5,000.00	1	0.00	\$ -
11c	12" x 6" Tapping Sleeve and Valve In Box	1	EA	\$5,000.00	1	0.00	\$ -
12	Hydrant Assembly	2	EA	\$5,000.00	2	0.00	\$ -
13a	Type I and I-S Manholes	99	VLF	\$400.00	94.37	-4.63	\$ (1,852.00)
13b	Type II and II-s Manholes	336	VLF	\$500.00	308.5	-27.50	\$ (13,750.00)
13c	Type III Manholes	30	VLF	\$400.00	0	-30.00	\$ (12,000.00)
13d	Type IV Manholes	19	VLF	\$1,800.00	18.36	-0.64	\$ (1,152.00)
14a	Flat Grate Catch Basins	2	EA	\$4,000.00	6	4.00	\$ 16,000.00
14b	Curb Grate Catch Basins	3	EA	\$4,000.00	0	-3.00	\$ (12,000.00)
14c	Abandon Catch Basins	1	EA	\$300.00	0	-1.00	\$ (300.00)
15a	Concrete Rolled Curb and Gutters	190	LF	\$30.00	1168	978.00	\$ 29,280.00
15b	Straight Concrete Curb	738	LF	\$30.00	64	-674.00	\$ (20,220.00)
15c	4" Sidewalks	6500	SF	\$4.00	5280.5	-1219.50	\$ (4,878.00)
15d	6" Sidewalks	250	SF	\$6.00	1180	930.00	\$ 5,580.00
15e	8" Driveways	1382	SF	\$10.00	1790	408.00	\$ 4,080.00
15f	Detectable Warnings (Truncated Domes)	4	EA	\$300.00	6	2.00	\$ 600.00
16a	Aggregate Base	1899	CY	\$20.00	1204.13	-694.87	\$ (13,897.40)
16b	Bituminous Concrete Leveling Course	109	CY	\$200.00	123.86	14.86	\$ 2,972.00
16c	Bituminous Concrete Surface Course	109	CY	\$240.00	123.86	14.86	\$ 3,566.40
16d	8" Concrete Pavement	2013	SY	\$60.00	2228.94	213.94	\$ 12,836.40
16e	3" Asphalt Driveways	125	SY	\$120.00	137	12.00	\$ 1,440.00
16f	4" Temporary Pavement	2750	SY	\$20.00	2397.9	-352.10	\$ (7,042.00)
16g	6" Stone Drives	43	CY	\$40.00	0	-43.00	\$ (1,720.00)
16h	ODOT 301	214	CY	\$180.00	248	34.00	\$ 5,440.00
16i	Concrete Base	2542	SF	\$42.00	2706	164.00	\$ 6,888.00
17a	Meadowood Pump Station	1	LS	\$500,000.00	1	0.00	\$ -
17b	Farewell Pump Station	1	LS	\$900,000.00	1	0.00	\$ -
18	Audio-Video Recording of the Zone of Influence	1	LS	\$5,000.00	1	0.00	\$ -
19	CCTV Inspection of Installed Sewers	1	LS	\$7,000.00	1	0.00	\$ -
20	Manhole 6-1	1	EA	\$40,000.00	1	0.00	\$ -
21a	Water Line Service, 2" Dia. & Smaller	4	EA	\$2,000.00	0	-4.00	\$ (8,000.00)
21b	Water Line Main Relocates, Greater than 2" Dia.	4	EA	\$4,000.00	0	-4.00	\$ (16,000.00)
22	Sanitary Lateral Relocations	4	EA	\$3,000.00	0	-4.00	\$ (12,000.00)
23	Project Contingency	1	LS	\$100,000.00	0.7810388	-0.22	\$ (21,896.12)
24	Third Street Paving Contingency	1	LS	\$250,000.00	1	0.00	\$ -
25	Allowances	1	LS	\$70,000.00	0.604673143	-0.40	\$ (27,672.88)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE THIRD & FINAL CHANGE ORDER FOR WORK PERFORMED BY UNDERGROUND UTILITIES, INC. OF MONROEVILLE, OHIO, FOR THE EAST END SEWER IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission declared the necessity to proceed with the proposed East End Sewer Improvements Project by Resolution No. 025-15R, passed on July 13, 2015; and

WHEREAS, the City Commission approved the awarding of the contract to Underground Utilities, Inc. of Monroeville, Ohio, for work to be performed for the East End Sewer Improvements Project by Ordinance No. 15-123, passed on September 14, 2015; and

WHEREAS, the East End Sewer Improvements Project is one of the first projects listed in the Revised General Plan that was submitted to Ohio EPA in November of 2013 for approval and consists of several sewer capacity improvements, one of which was to replace the Meadowood Pump Station on East Oldgate Road, including a small portion of East Oldgate along the curb adjacent to the new lift station property; and

WHEREAS, this City Commission approved the First Change Order for work to be performed by Underground Utilities, Inc. of Monroeville, Ohio, for the East End Sewer Improvements Project in the amount of \$44,951.90 by Ordinance No. 16-179, passed on October 24, 2016; and

WHEREAS, this City Commission approved the Second Change Order with Underground Utilities, Inc. of Monroeville, Ohio, for the East End Sewer Improvements Project to extend the final project completion date from March 18, 2017, until May 15, 2017, by Ordinance No. 17-013, passed on February 13, 2017; and

WHEREAS, this Third & Final Change Order reflects the actual work performed in the field by the contractor and the actual quantities used; and

WHEREAS, the revised contract with Underground Utilities, Inc., was \$4,603,959.90 and with the addition of this Third & Final Change Order in the amount of \$17,304.57, the final contract cost is \$4,621,264.47 and will be funded through the project's Ohio Water Development Authority (OWDA) low interest loan that will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the contractor to be paid for work already completed and close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this Third & Final Change Order for work performed for the East End Sewer Improvements Project in an amount **not to exceed** Seventeen Thousand Three Hundred Four and 57/100 Dollars (\$17,304.57) resulting in a final contract cost of Four Million Six Hundred Twenty One Thousand Two Hundred Sixty Four and 47/100 Dollars (\$4,621,264.47) with Underground Utilities, Inc. of Monroeville, Ohio.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 24, 2017



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: July 10, 2017

Subject: **Commission Agenda Item –Sloane Street Manhole Replacement and Slip Lining Project**

ITEM FOR CONSIDERATION: Ordinance awarding a contract to United Survey, Inc. for Sloane Street Manhole Replacement and Slip Lining Project.

BACKGROUND INFORMATION: This project involves replacing the large manhole structure at the intersection of Sloane Street and West Monroe Street which is over fourteen (14') deep and has eight sewer conduits tied into it. The manhole structure at the southerly end of Sloane Street will be replaced and approximately 811 linear feet of 15" sewer will be slip lined known as Cured-In-Place (CIPP) including a few sewer lateral repairs.

The following two bids were received on June 30, 2017.

United Survey, Inc.	\$193,192.25	Insight Pipe Contracting	\$213,533.75
Cleveland, Ohio	100% Bid Bond	Harmony, Pennsylvania	100% Bid Bond

The engineer's estimate was \$195,000.00. United Survey, Inc. has been determined to be the lowest and best bidder.

BUDGETARY INFORMATION: The total cost of the project based on bids, including engineering, inspection, advertising, and miscellaneous costs is \$212,511.48 and will be paid with Sewer Funds.

ACTION REQUESTED: It is requested that an Ordinance be awarded for the construction contract to United Survey, Inc., Cleveland, Ohio in the amount of \$193,192.25 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order for the contractor to begin work on the manhole located at the Monroe and Sloane Streets intersection as soon as possible to prevent any further deterioration of the manhole and sewer conduits at this intersection and the existing 15" combined sewer located in Sloane and Barker Streets.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH UNITED SURVEY, INC., OF CLEVELAND, OHIO, FOR THE SLOANE STREET MANHOLE REPLACEMENT AND SLIP LINING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity to proceed with the proposed Sloane Street Manhole Replacement and Slip Lining Project by Resolution No. 031-17R, passed on June 12, 2017; and

WHEREAS, the Sloane Street Manhole Replacement and Slip Lining Project involves replacing the large manhole structure at the intersection of Sloane Street and West Monroe Street and replacing the manhole structure at the southerly end of Sloane Street which will also be slip-lined also known as Cured-In-Place (CIPP) along with a few sewer lateral repairs; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from United Survey, Inc., of Cleveland, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost of this project based on bids, including engineering, inspection, and advertising expenses is \$212,511.48 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the contractor to begin work as soon as possible to prevent any further deterioration of the manhole and sewer conduits at this intersection and to the existing 15" combined sewer located in Sloane Street and Barker Street; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with United Survey, Inc., of Cleveland, Ohio, for the Sloane Street Manhole Replacement and Slip Lining Project in an amount **not to exceed** One Hundred Ninety Three Thousand One Hundred Ninety Two and 25/100 Dollars (\$193,192.25) consistent with the bid submitted by United Survey, Inc., of Cleveland, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 24, 2017



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: July 12, 2017

Subject: Commission Agenda Item – Permission to bid the (Cedar Point) CP#14 Ejector Station Improvement Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the (Cedar Point) CP#14 Ejector Station Improvement Project

BACKGROUND INFORMATION: The City of Sandusky owns and maintains existing sanitary sewer mains and lift stations along Cedar Point Road. This infrastructure is located within existing utility easements along Cedar Point Road. CP#14 Ejector Lift Station is located in front of 229 Cedar Point Road at the northwest corner of Lane D and Cedar Point Road. Currently all control systems and equipment are located below ground in the station. The station receives sanitary flow from a 12" sanitary sewer and discharges through a 6" forcemain downstream to a 12" sanitary sewer. The ejector station is forty years old and becoming difficult to maintain due to equipment obsolescence.

The design consultant, Jones & Henry Engineers, Ltd. has prepared construction drawings and engineer's estimate to convert the current ejector station to an above ground wet well mounted pump station. All control systems would be moved to an above ground self-contained pump station. The existing below ground structure would then be converted to a wet well. This improvement will replace all existing equipment and allow the City's sewer department to provide routine maintenance more safely and effectively.

BUDGETARY INFORMATION: The estimated cost of the project, including engineering, inspection, advertising, and miscellaneous costs is \$322,000.00 will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that the proposed (Cedar Point) CP#14 Ejector Station Improvement Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and start the construction activities this fall after Labor Day and allow the contractor to be able to complete all work located within the Cedar Point Roadway prior to Cedar Point's opening day in May 2018.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director of Engineering

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED (CEDAR POINT) CP#14 EJECTOR STATION IMPROVEMENTS PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed (Cedar Point) CP#14 Ejector Station Improvements Project involves converting the current ejector station, located in front of 229 Cedar Point Road at the northwest corner of Lane D and Cedar Point Road, to an above ground wet well mounted pump station; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Jones & Henry Engineers, Ltd., of Toledo, Ohio, for the (Cedar Point) CP#14 Ejector Station Improvements Project by Resolution No. 16-212, passed on November 28, 2016; and

WHEREAS, the total estimated cost of this project including engineering, inspection, advertising, and miscellaneous expenses is \$322,000.00 and will be paid with Sewer Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and begin construction activities this Fall after Labor Day to allow the contractor to complete the work located within the Cedar Point Roadway prior to Cedar Point's opening day in May of 2018; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed (Cedar Point) CP #14 Ejector Station Improvements Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed (Cedar Point) CP #14 Ejector Station Improvements Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed (Cedar Point) CP #14 Ejector Station Improvements Project as required by law.

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 24, 2017