



SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JULY 9, 2018 at 5 p.m.
CITY HALL, 222 MEIGS STREET

INVOCATION	Naomi Twine
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	G. Lockhart, D. Brady, N. Twine, D. Murray, D. Waddington, N. Lloyd & W. Poole
APPROVAL OF MINUTES	June 25, 2018
AUDIENCE PARTICIPATION	
PUBLIC HEARINGS	Angela Byington, Planning Director Zone Map Amendment – Rezoning of parcels on Third & Fourth Streets
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Todd Gibson, Facilities & Properties Supervisor

APPROVAL TO REQUEST REIMBURSEMENT FROM ERIE COUNTY SOLID WASTE MANAGEMENT DISTRICT FOR CITY-WIDE CLEANUP AND YARD WASTE DROP-OFF EVENTS

Budgetary Information: Reimbursement funds, if received, will be deposited into the general fund for the Horticultural Services Department.

RESOLUTION NO. _____: It is requested a resolution be passed approving a request for reimbursement from the Erie County Solid Waste Management District through the community grants program for expenses relating to the city's cleanup and recycling events.

B. Submitted by Arielle Blanca, Community Development Manager

APPROVAL OF SUBRECIPIENT AGREEMENT WITH THE ERIE COUNTY HEALTH DEPARTMENT FOR 2-1-1 INFORMATION & REFERRAL PROGRAM

Budgetary Information: The city will award the Erie County Health Department a total of \$5,000 for the 2-1-1 Information & Referral service program for CDBG program year FY 2018. 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 \$5,000 from the FY 2018 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

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

Budgetary Information: The city will award the Erie County Senior Center a total of \$15,000 for the Meals on Wheels program for CDBG program year FY 2018. 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 2018 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

APPROVAL OF SUBRECIPIENT AGREEMENT WITH OHGO FOR THEIR REACH PROGRAM

Budgetary Information: The city will award OHgo a total of \$15,000 for the OHgo Reach program for CDBG program year FY 2018. 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 2018 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

APPROVAL OF SUBRECIPIENT AGREEMENT WITH THE VOA OF GREATER OHIO FOR THE CROSSROADS EMERGENCY SHELTER AND TRANSITIONAL HOUSING PROGRAM

Budgetary Information: The city will award the Volunteers of America of Greater Ohio a total of \$15,000 for the Crossroads emergency shelter and transitional housing program for CDBG program year FY 2018. 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 Volunteers of America of Greater Ohio to provide the Crossroad emergency shelter and transitional housing program and to expend an amount not to exceed \$15,000 from the FY 2018 Community Development Block Grant funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Amanda McClain, Housing Manager

TRANSFER OF PARCEL TO ERIE COUNTY'S LAND REUTILIZATION CORPORATION THROUGH THE LAND BANK PROGRAM

Budgetary Information: The only cost associated with the transfer of this property is a \$90 fee for deed preparation and the total amount of staff time expended to transfer title.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel No. 57-01699.000, located at 612 Neil Street, Sandusky, is no longer needed for any municipal purpose and authorizing the transfer of said property to the Erie County Land Reutilization Initiative program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by Amanda McClain, Housing Manager

ACCEPTANCE OF TEN PARCELS THROUGH THE LAND BANK PROGRAM

Budgetary Information: The cost of these acquisitions will be approximately \$1,510 to pay for the title exams, deed preparation and transfer fees. The city will not collect the \$10,061.71 owed to the city in special assessments, nor will the taxing districts collect the \$14,206.99 owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the tax districts will once again begin collecting real estate taxes of approximately \$5,889.26 per year.

RESOLUTION NO. _____: It is requested a resolution be passed approving and accepting certain real property for acquisition into the land reutilization program; and declaring that this resolution 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 has no objection to the transfer of a D5 liquor permit (*spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises or off premises in original sealed containers, until 2:30 a.m.*) liquor permit from Michael Townsend dba Talldown Tavern to Derrick's Mobile Diner, LLC, 1109 Warren Street.

REGULAR AGENDA ITEMS

ITEM #1 - Submitted by Angela Byington, Planning Director

FIRST READING

ZONE MAP AMENDMENT

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

ORDINANCE NO. _____: It is requested an ordinance be passed amending the official zone map of the City of Sandusky to rezone four parcels from R1-40 single-family residential district to CR commercial recreation district; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the city charter.

ITEM #2 - Submitted by Angela Byington, Planning Director

AUTHORIZATION TO SUBMIT BUILD TRANSPORTATION DISCRETIONARY GRANT APPLICATION TO THE US DEPARTMENT OF TRANSPORTATION FOR THE SANDUSKY BAY PATHWAY

Budgetary Information: The total budgetary impact to the city would not exceed \$6,859,774.53 which includes a grant match of up to \$4,634,982.79 and design, environmental and right-of-way services totaling \$2,224,791.74. The total city cost would be paid with capital project funds (pedestrian bike path construction), the downtown/Battery Park TIF fund and the Cleveland Road fund. It is expected the city will issue notes or bonds to finance the city’s total cost.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the filing of a grant application with the U.S. Department of Transportation for the 2018 Better Utilizing Investments to Leverage Development (BUILD) discretionary program grant for the Sandusky Bay Pathway; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 - Submitted by Aaron Klein, Director of Public Works

CONTRACT AWARD TO ECOTREE SERVICES, LLC FOR 2018 TREE & STUMP REMOVAL PROJECT

Budgetary Information: The estimated cost of the project based on bids, including legal advertisement and recording fee, is \$73,258.36 and will be paid with capital projects funds (Issue 8 infrastructure).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Ecotree Services, LLC of Lorain, Ohio, for the 2018 tree and stump removal project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

- Monday, July 9 at 8:30 p.m.
- Tuesday, July 10 at 5:00 p.m.
- Monday, July 16 at 8:30 p.m.

YouTube: https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWTQ



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

CITY OF SANDUSKY

CITY COMMISSION

NOTICE OF PUBLIC HEARING

The City of Sandusky Ohio City Commission will conduct a "Public Hearing" during the course of their meeting on Monday, July 9th, 2018 at 5:00 p.m. in the 1st floor conference room, City Building, 222 Meigs Street, Sandusky, Ohio to consider the following:

1. An application for an amendment to the Zoning Map for the rezoning of the following parcels along both Third and Fourth Street: Parcel #57-02669.000, Parcel #57-01065.000, Parcel #57-01067.000, and Parcel # 57-04776.000. The applicant, Cedar Point Park, LLC has applied to rezone the property from "R1-40"/ Single Family Dwelling to "CR" Commercial Recreation.

Further details and information with respect to the above may be obtained during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) from the Planning Department, City Building, 222 Meigs Street, Sandusky, Ohio, 419-627-5715. All persons interested in or affected by this request will have the right and opportunity to be heard at this meeting.

Casey Sparks

Sandusky City Commission

Sandusky Register 6/4/2018

Mail: 6/19/2018



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: City Manager, Eric Wobser

From: Todd Gibson, Facilities & Properties Supervisor

Date: June 27, 2018

Subject: Commission Agenda Item – Approval for Reimbursement

ITEM FOR CONSIDERATION: Legislation authorizing the approval to request reimbursement from the Erie County Solid Waste Management District for expenses from the City-Wide Clean-Up and Yard Waste Drop-Off events.

BACKGROUND INFORMATION: The Erie County Solid Waste Management District Plan provides grant money for materials and yard waste collected that have been recycled and/or composted through the Community Grants Program. The Erie County Solid Waste Management District Policy Committee adopted a Resolution on June 27, 2017, to amend the Solid Waste Management Plan which included an increase the amount for the Community Grants Program to \$2,500.00. This City Commission approved the amendment to the Plan in October of 2017. Staff would like to request reimbursement of expenditures for previous programs and for future expenditures for the fall program in 2018.

The table below indicates qualifying charges for two spring 2018 events (City-Wide Clean-Up and Spring Yard-Waste Drop-Off) and estimated charges for the Fall City-Wide Clean-Up and Fall Yard-Waste Drop-Off events:

Vendor	Actual Spring Charges	Estimated Fall Charges
Allshred Services	\$145.00	\$190.00
Barnes Nursery, Inc.	\$400.00	\$500.00
Reisig, LLC DBA – Ohio Tire Terminal	\$1,221.75	\$2,250.00
TOTAL	\$1,766.75	\$2,940.00

BUDGETARY INFORMATION: Reimbursement funds, if received, will be deposited into the General Fund for the Horticulture Services Department.

ACTION REQUESTED: It is requested that the proper legislation be prepared and approval be granted to receive grant money from Erie County Solid Waste Management District for the recycled and composted materials collected from the Spring City-Wide Clean-Up and Spring Yard-Waste Drop-Off events. It is further requested that approval be granted to receive grant money for these same events that will be taking place in the fall.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A REQUEST FOR REIMBURSEMENT FROM THE ERIE COUNTY SOLID WASTE MANAGEMENT DISTRICT THROUGH THE COMMUNITY GRANTS PROGRAM FOR EXPENSES RELATING TO THE CITY'S CLEANUP AND RECYCLING EVENTS.

WHEREAS, on June 27, 2017, the Erie County Solid Waste Management District Policy Committee adopted Resolution No. 117-1 to amend the March 20, 2017, approved Solid Waste Management Plan Update to make certain amendments in accordance with O.R.C. 3734.56(E), which included increasing the Community Grants amount from \$1,000 annually to at least \$2,500 annually; and

WHEREAS, the City conducted a City-Wide Clean-Up event and Yard-Waste Drop-Off event this past Spring and incurred expenses in the amount of \$1,766.75 and plans to conduct these events again in the Fall and estimates the expenses to be in the amount of \$2,940.00; and

WHEREAS, approval is requested to submit for reimbursement to the Erie County Solid Waste Management District the amount of \$1,766.755 for expenses incurred for the recycling events already held in the Spring and to submit for reimbursement the actual expenses incurred for the Fall recycling events once the events have taken place; and

WHEREAS, any funds reimbursed to the City from the Erie County Solid Waste Management District through the Community Grants Program for expenses relating to recycling events in the CY 2018 will be placed in the General Fund for the Horticultural Services department; and

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

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

Section 1. This City Commission hereby approves the request for reimbursement from the Erie County Solid Waste Management District through the Community Grants Program for expenses relating to the City's City-Wide Clean-up Yard-Waste Drop-Off recycling events held in CY 2018 in an amount up to \$2,500.00 pursuant to and in accordance with the Erie County Solid Waste Management District Plan Update and Community Grants Program.

Section 2. 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.

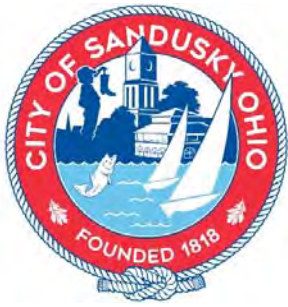
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed:



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: June 25, 2018

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2018 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 \$5,000 for the CDBG FY18 Program Year to implement the 2-1-1 Information and Referral Service. The FY18 Program Year runs from July 1, 2018 to June 30, 2019.

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.

Budgetary Information: The City of Sandusky will award the Erie County Health Department a total of \$5,000 for the 2-1-1 Information and Referral Service Program for CDBG Program Year FY2018. 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, 2019 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
File

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 \$5,000.00 FROM THE FY2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 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 \$5,000.00 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, 2019; 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** Five Thousand and 00/100 Dollars

(\$5,000.00) from the FY2018 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 9, 2018

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2018, 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, 2018 THROUGH AND INCLUDING June 15, 2019. All invoices for reimbursement shall be submitted by June 15, 2019 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 five-thousand dollars and no cents (\$5,000.00).

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 quarterly. Documentation for final payment shall be due by June 15, 2019.**

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 \$5,000.00 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 \$5,000.00 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 1,700 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	425
2	425
3	425
4	425

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$0	\$3,500	\$3,500
Fringe Benefits	\$0	\$0	\$0
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	\$5,000	\$11,951	\$16,951
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Other: Administrative	\$0	\$0	\$0
Total Project Expenditures	\$5,000.00	\$15,451	\$20,451

CDBG % of Total Budget: 24%

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.

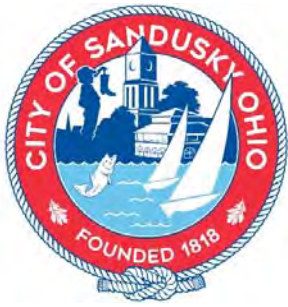
As the duly authorized representative of the applicant, I certify that the applicant:

- (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



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: June 25, 2018

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2018 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 FY18 Program Year to implement the Meals on Wheels Program. The FY18 Program Year runs from July 1, 2018 to June 30, 2019.

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 FY2018. 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, 2019 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
File

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 FY2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 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, 2019; 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 FY2018 Community Development Block Grant (CDBG) 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 9, 2018

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2018, 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, 2018 THROUGH AND INCLUDING June 15, 2019. All invoices for reimbursement shall be submitted by June 15, 2019 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 quarterly. Documentation for final payment shall be due by June 15, 2019.**

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	56
2	55
3	55
4	55

**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	\$102,451.00	\$117,451.00
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	\$102,451.00	\$117,451.00

CDBG % of Total Budget: 13%

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.

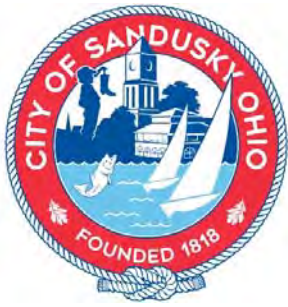
As the duly authorized representative of the applicant, I certify that the applicant:

- (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



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: June 25, 2018

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2018 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 FY18 Program Year to implement the OHgo Reach Program. The FY18 Program Year runs from July 1, 2018 to June 30, 2019.

The OHgo Reach Program helps fight food insecurity in Sandusky, to strengthen development of at risk students and parenting skills as well as support families who have difficulty accessing mainstream services by bringing community services with the food pantry.

Budgetary Information: The City of Sandusky will award OHgo a total of \$15,000 for the OHgo Reach Program for CDBG Program Year FY2018. 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, 2019 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
File

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 FY2018 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 help fight food insecurity and to strengthen development of at risk students and parenting skills as well as support families who have difficulty accessing mainstream services by bringing community services with the food pantry 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, 2019; 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 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 FY2018 Community Development Block Grant (CDBG) 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 9, 2018

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2018, 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, 2018 THROUGH AND INCLUDING June 15, 2019. All invoices for reimbursement shall be submitted by June 15, 2019 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, 2019.**

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 helps fight food insecurity in Sandusky, to strengthen development of at risk students and parenting skills as well as support families who have difficulty accessing mainstream services by bringing community services with the food pantry. A minimum of 1,000 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	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,	\$15,000	\$0	\$15,000
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$0	\$15,000	\$15,000
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Capital Improvement Costs	\$0	\$28,000	\$28,000
Operational Costs	\$0	\$20,000	\$20,000
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	\$63,000	\$78,000

CDBG % of Total Budget: 19%

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.

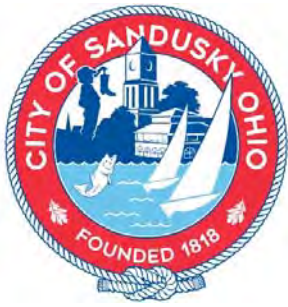
As the duly authorized representative of the applicant, I certify that the applicant:

- (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



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: June 25, 2018

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2018 Community Development Block Grant (CDBG) – Volunteers of America of Greater Ohio Subrecipient Agreement (Crossroads Emergency Shelter and Transitional Housing 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 Volunteers of America of Greater Ohio for the Crossroads Emergency Shelter and Transitional Housing Program.

Background Information: The Volunteers of America of Greater Ohio was awarded \$15,000 for the CDBG FY18 Program Year to implement the Crossroads Emergency Shelter and Transitional Housing Program. The FY18 Program Year runs from July 1, 2018 to June 30, 2019.

The Volunteers of America of Greater Ohio will prevent and reduce homelessness in the City of Sandusky by providing services that promote self-sufficiency for the homeless or those at risk of becoming homeless and support programs that offer meals, shelter facilities and/or shelter beds to the homeless.

Budgetary Information: The City of Sandusky will award the Volunteers of America of Greater Ohio a total of \$15,000 for the Crossroads Emergency Shelter and Transitional Housing Program for CDBG Program Year FY2018. 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 in order for the Volunteers of America of Greater Ohio to expend the funds prior to the June 30, 2019 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
File

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO SUBRECIPIENT AGREEMENT WITH THE VOLUNTEERS OF AMERICA OF GREATER OHIO TO PROVIDE THE CROSSROADS EMERGENCY SHELTER AND TRANSITIONAL HOUSING PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$15,000.00 FROM THE FY2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 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 Volunteers of America of Greater Ohio a total of \$15,000.00 to implement the Crossroads Emergency Shelter and Transitional Housing Program to prevent and reduce homelessness in Sandusky by providing services that promote self-sufficiency for the homeless or those at risk of becoming homeless and support programs that offer meals, shelter facilities and/or shelter beds to the homeless 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 Volunteers of America of Greater Ohio to continue implementation of this program and to expend the funds before the deadline of June 30, 2019; 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 Volunteers of America of Greater Ohio to provide the Help Against Homelessness 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 FY2018 Community Development Block Grant (CDBG) Funds to the Volunteers of America of Greater 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 9, 2018

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2018, 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, Volunteers of America of Greater Ohio, (hereinafter referred to as "Subrecipient"), located at 1843 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 Crossroads Emergency Shelter and Transitional Housing 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, 2018 THROUGH AND INCLUDING June 15, 2019. All invoices for reimbursement shall be submitted by June 15, 2019 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 quarterly. Documentation for final payment shall be due by June 15, 2019.**

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

Volunteers of America of Greater Ohio

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 Volunteers of America of Greater Ohio will prevent and reduce homelessness in the City of Sandusky by providing services that promote self-sufficiency for the homeless or those at risk of becoming homeless and support programs that offer meals, shelter facilities and/or shelter beds to the homeless. A minimum of 30 individuals will be helped.

The scope of services outlined above and in the Volunteers of America of Greater Ohio application have been approved.

Program Year Quarter	Projected Outcome of Individuals Served
1	7
2	8
3	7
4	8

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries	\$11,600	\$18,400	\$30,000
Fringes	\$3,400	\$8,500	\$11,900
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	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Rent Assistance	\$0	\$0	\$0
Utilities Assistance	\$0	\$0	\$0
Mortgage Assistance	\$0	\$0	\$0
Total Project Expenditures	\$15,000	\$26,900	\$41,900

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:

Income/Eligibility verification sheet for all participants
Spreadsheet of participant names and amount funded
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.

Volunteers of America of Greater Ohio

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.

Volunteers of America of Greater Ohio

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.

Volunteers of America of Greater Ohio

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.

Volunteers of America of Greater Ohio

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.

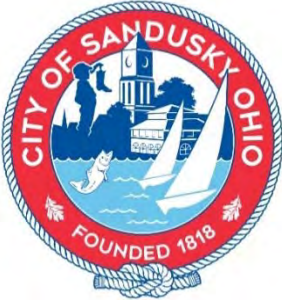
As the duly authorized representative of the applicant, I certify that the applicant:

- (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.

Volunteers of America of Greater Ohio

Date



COMMUNITY DEVELOPMENT

Division of Code Enforcement

222 Meigs Street
Sandusky, Ohio 44870
419.627.5913
www.ci.sandusky.oh.us

TO: Eric Wobser

FROM: Amanda McClain, Housing Manager

DATE: June 26, 2018

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to transfer a property from the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose, to the Erie County Land Reutilization Corporation under an existing Memorandum of Understanding that was adopted by the Sandusky City Commission through Resolution 035-14R on August 25, 2014 in order to administer a demolition program in partnership with the City of Sandusky's Land Reutilization Program within the City of Sandusky utilizing grant funding from the Ohio Housing Finance Agency for Neighborhood Initiative Program.

BACKGROUND INFORMATION: The Erie County Land Reutilization Corporation (ECLRC) submitted a grant application to the Ohio Housing Finance Agency (OHFA) and received one million forty three thousand one hundred seventy eight dollars and ninety seven cents (\$1,043,178.97) from Round 5 of the Neighborhood Initiative Program (NIP). The State of Ohio created the NIP, an Ohio Hardest Hit Fund Project, to strategically target traditional and urban core neighborhoods. The purpose of the NIP is to stabilize property values by removing and greening vacant and blighted properties in Targeted Areas in an effort to prevent future foreclosures for existing homeowners because demolition is a critical component of strategies to stabilize home values. In Ohio, 31% of homeowners with loans owe at least 125% more than their estimated home value and when negative equity combines with other factors such as loss of income, the risk of foreclosure is high because homeowners do not have the option to sell a home they can no longer afford and these foreclosures result in distressed sales that further depress property values and continue the downward spiral too often resulting in vacant and blighted homes. Demolition is a critical component of strategies to stabilize home values. Demolition will also eliminate abandoned structures which become a breeding ground for crime and further depress housing prices. The grant funds will be used primarily to strategically demolish vacant and blighted structures within Erie County, which includes specifically targeted Sandusky neighborhoods listed in a Target Area Plan.

The City of Sandusky's Land Reutilization Program currently owns one (1) single family residential structure, located at 612 Neil Street, Erie County Parcel No. 59-01699.000, that is condemned and requires demolition. The NIP guidelines require that the ECLRC must acquire, or already own the property being demolished and a mortgage lien shall be placed upon the premises for the amount of the demolition costs. The mortgage lien will remain in place for a three (3) year period, but may be released prior to the expiration period if the mortgage lien amount is paid in full or if the vacant lot is transferred to an eligible end-user, whichever comes first. ECLRC will maintain ownership and will be responsible to mow and maintain the vacant lots after the structures are demolished utilizing NIP funds until the lien is released or the lots are sold to an eligible end-user. ECLRC will utilize the City of Sandusky's Land Reutilization Program Policy and Procedures and the Mow to Own Program Policy when administering the sale of the vacant lots and will receive approval of the Land Bank Committee before consummating any sale. ECLRC will pay all costs incurred in the sale of the vacant lots out of the proceeds received from the sale, and all net proceeds shall first be applied to the payment of the mortgage lien and the balance remaining, if any will be refunded and distributed to the Taxing Districts in accordance with Ohio Revised Code Section 5722.08(B) and (C). After the expiration of the three (3) year period in which a mortgage lien is placed on the vacant lots and the vacant lots have not been sold by ECLRC, the mortgage lien will be released and a clean title, free and clear of any liens, or other encumbrances, shall be transferred back to the City of Sandusky's Land Reutilization Program.

BUDGET IMPACT: The only cost associated with the transfer of this property is a \$90.00 fee for deed preparation and the total amount of staff time expended to transfer title.

ACTION REQUESTED: It is requested legislation be approved allowing the City Manager to transfer property from the City of Sandusky's Land Reutilization program that is no longer needed for any municipal purpose to the Erie County Land Reutilization Corporation under an existing Memorandum of Understanding that was adopted by the Sandusky City Commission through Resolution 035-14R on August 25, 2014 in order to administer a demolition program in partnership with the City of Sandusky's Land Reutilization Program within the City of Sandusky utilizing grant funding from the Ohio Housing Finance Agency for Neighborhood Initiative Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to administer demolition activities within the required timeframe of the Ohio Housing Finance Agency (OHFA).

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-01699.000, LOCATED AT 612 NEIL STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE TRANSFER OF SAID PROPERTY TO THE ERIE COUNTY LAND REUTILIZATION CORPORATION (ECLRC) FOR THE PURPOSE OF UTILIZING GRANT FUNDING FROM THE OHIO HOUSING FINANCE AGENCY (OHFA) FOR THE NEIGHBORHOOD INITIATIVE PROGRAM (NIP); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the Erie County Land Reutilization Corporation (ECLRC) received grant funds in the amount of \$1,043,178.97 from the Ohio Housing Finance Agency (OHFA) from Round 5 of the Neighborhood Initiative Program (NIP); and

WHEREAS, the Ohio Housing Finance Agency (OHFA) requires the Erie County Land Reutilization Corporation (ECLRC) to acquire title to all properties being demolished utilizing Neighborhood Initiative Program (NIP) funds in order to place a three (3) year mortgage as lien against each property in an amount equal to the cost of demolition; and

WHEREAS, the City owns property located at 612 Neil Street, Sandusky, Parcel No. 57-01699.000, as part of the Land Reutilization Program and requests authorization to transfer the property to the Erie County Land Reutilization Corporation (ECLRC) for demolition using NIP funds; and

WHEREAS, after demolition of the property, the Erie County Land Reutilization Corporation (ECLRC) shall have the option of holding and maintaining the property for a period of three (3) years until the mortgage is released, or transferring the property to a responsible end user or to a political subdivision for use in a public project; 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 administer demolition activities within the required timeframe of the Ohio Housing Finance Agency (OHFA); and

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

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

Section 1. This City Commission finds, determines and declares that the property located at 612 Neil Street, Parcel No. 57-01699.000, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and authorizes the transfer of said property to the Erie County Land Reutilization Corporation (ECLRC) for the purpose of utilizing grant funding from the Ohio Housing Finance Agency (OHFA) for the Neighborhood Initiative Program (NIP). The City Manager is hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the property to the Erie County Land Reutilization Corporation (ECLRC), which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

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

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

Passed: July 9, 2018

Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE \$	
Exempt: <input checked="" type="checkbox"/>	
R.E. TRANSFER:	
\$	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	1.00
Date: 4-13-18	By: [Signature]

For O.R.C. 319.203
 Erie County Auditor/Engineer
 Date 4-13-18
 [Signature]

Barbara A. Sessler
 County Recorder, Erie County OH
 201803116 Total Pages: 2
 04/13/2018 02:44:09 PM Fees: \$0.00

SHERIFF'S DEED
 Revised Code Sec. 2329.36

I, Paul A. Sigsworth, Sheriff of Erie County, pursuant to the Confirmation of Sale entered on January 18, 2018, and the statutory provisions of O.R.C. 5722, do hereby grant unto the **CITY OF SANDUSKY** all rights, title and interest of the parties in Case No. 2016-CV-0059; Court of Common Pleas, Erie County, Ohio; *Pamela Farrell, Treasurer vs. Douglas A. Gebard, et al*, and all pleadings therein are incorporated herein by reference, in and to the following lands and tenements, situated in the City of Sandusky, County of Erie, and State of Ohio, whose prior owners were Douglas A. Gebard and Amanda Torres, and whose prior deed reference is Erie County Recording Number 200615971, and is known and further described as follows:

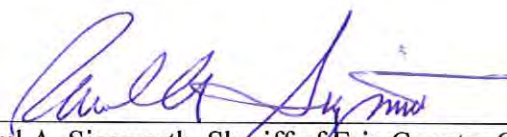
SCHEDULE A - Legal Description

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

PP#: 57-01699.000

Tax Mailing Address: 222 Meigs Street, Sandusky, Ohio 44870.

Executed this 25TH day of JANUARY, 2018.

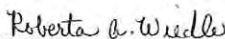

Paul A. Sigsworth, Sheriff of Erie County, Ohio

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named Paul A. Sigsworth, Sheriff of Erie County, Ohio, who acknowledged that he signed the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio this 25 January, 2018.




Notary Public
ROBERTA A. WIEDLE

This instrument prepared by:
Mark P. Smith (#0088538)
Assistant Prosecutor
Erie County Prosecutor's Office
247 Columbus Ave. Suite 319
Sandusky, Ohio 44870



COMMUNITY DEVELOPMENT

Division of Code Enforcement

222 Meigs Street
Sandusky, Ohio 44870
419.627.5913
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Amanda McClain, Housing Manager

DATE: June 26, 2018

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation requesting approval to accept ten (10) parcels of nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization.

The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back in to the community. Also, because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars a year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it.

The ten (10) parcels requested for acquisition have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and was approved by a quorum of the Land Bank Committee on June 18, 2018.

Four (4) parcels are vacant lots. The vacant lot located on Taft Avenue is zoned Single Family Residential (R1-50) with a lot size of 41' X 133'. It is in delinquent tax foreclosure. This is

undeveloped land surrounded by property owned by Cedar Point. The primary purpose for the request would be to clear a cloudy title through the foreclosure process and offer the land for sale to Cedar Point. The City demolished a structure at 519 E. Adams Street leaving a vacant lot that is 66' X 136'. It is in delinquent tax foreclosure and is located in the Kilbourne Plat Acquisition Zone. It is zoned Two Family Residential (R2F). The lot would be marketed for future development. The vacant lot located on W. Market Street is located in an area of the City zoned Residential Business (RRB) with a lot size of 27' X 132'. The adjoining lot has been approved for acquisition by Res. 059-16R. The adjoining lot is 33' X 66'. Both lots are located in the Kilbourne Plat Acquisition Zone and are currently in the same delinquent tax foreclosure case. The lots will be marketed for future development. The vacant lot located on Huron Street is located in an area of the City zoned Two Family Residential (R2F) and has a lot size of 39' X 109'. The owner would like to donate the property to land bank. There are no delinquent taxes. The property will be marketed for future development.

Six (6) parcels have vacant structures on them. The structure located at 521 Decatur Street is a two story, single family residence with a lot size of 33' X 132'. It has 1,542 sq. ft. of living space with two (2) bedrooms and one (1) bathroom. The structure located at 521 Pearl Street is a 2,144 sq. ft. single family, residential structure with a lot size of 44' X 165'. It has four (4) bedrooms and two (2) bathrooms. The structure located at 534 Pearl Street is a three family, residential structure with a lot size of 44' X 137'. It has 1760 sq. ft. of living space with three (3) bedrooms and three (3) bathrooms. The structure located at 402 Neil Street is a 900 sq. ft. single family residential structure with a lot size of 62' X 132'. It has three (3) bedrooms and one (1) bathroom. The structure located at 327 Reese Street is a 1,144 sq. ft. single family, residential structure with a lot size of 33' X 66'. It has two (2) bedrooms and one (1) bathroom. The structure located at 703 Lane Street is a 1,000 sq. ft. single family, residential structure with a lot size of 52' X 41'. It has three (3) bedrooms and one (1) bathroom. Upon acquisition, the six (6) structures will be evaluated for rehabilitation.

The Land Bank Committee has determined that the acquisition of the ten (10) parcels is necessary to protect, improve, and preserve the stability of the neighborhood they are located in.

BUDGET IMPACT: The cost of these acquisitions will be approximately one thousand five hundred and ten dollars (\$1,510.00) to pay for the title exams, deed preparation and transfer fees. The City will not collect the ten thousand sixty one dollars and seventy one cents (\$10,061.71) owed to the City in special assessments, nor will the taxing districts collect the fourteen thousand two hundred six dollars and ninety nine cents (\$14,206.99) owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately five thousand eight hundred eighty nine dollars and twenty six cents (\$5,889.26) per year.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire ten (10) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matt Lasko, Chief Development Officer

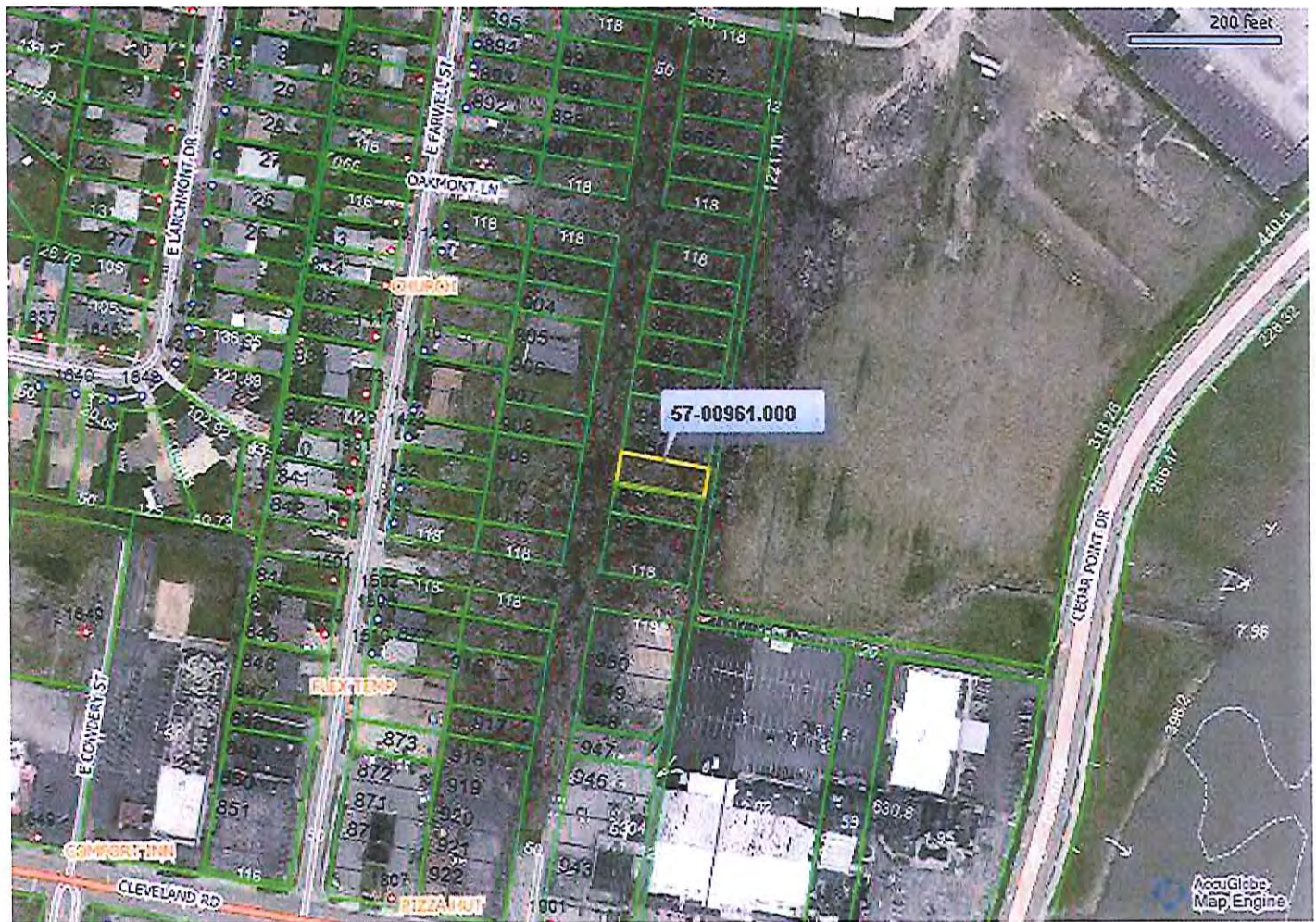
Eric L. Wobser, City Manager

Exhibit A

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
57-00961.000 Proposed Use: 2017CV0611	0 Taft	Michael B. Asch	1,757.76	0.00	613.33	2,371.09	188.50
This is a vacant lot located in an area of the City zoned Single Family Residential (R1-50) with a lot size of 41' X 133'. This is undeveloped land located east of Farwell Street. Cedar Point has acquired most of the land in this area.							
56-01046.000 Proposed Use: 2018CV0187	519 E. Adams	Davis & Pinchot Investments	2,559.39	0.00	509.82	3,069.21	369.42
This is a vacant lot located in an area of the City zoned Two Family Residential (R2F) with a lot size of 66' X 136'. The City demolished a structure on this property in 2015. The property is located in the Kilbourne Plat Acquisition Zone.							
59-00186.000 Proposed Use: 2016CV0498	0 W. Market	Juan Antonio Colon	660.73	0.00	185.82	846.55	109.76
This is a vacant lot located in an area of the City zoned Multi Family Residential (RMF) with a lot size of 27' X 132'. The adjoining lot has been approved for acquisition by Res. 059-16R. The adjoining lot is 33' X 66'.							
59-00818.000 Proposed Use:	0 Huron	Michael Nath	0.00	0.00	0.00	0.00	206.90
This is a vacant lot located in an area of the City zoned Two Family Residential (R2F) with a lot size of 39' X 109'. The owner would like to donate this property to the Land Bank.							
59-00336.000 Proposed Use: 2018CV0039	521 Decatur	Gayle Hohman, etal	2,048.84	1,072.47	567.06	3,688.37	285.32
This is a two-story, single-family residential structure with a lot size of 33' X 132'. It has 1,542 sq. ft. of living space with two bedrooms and one bathroom. Upon acquisition it will be evaluated for rehabilitation.							
59-00166.000 Proposed Use:	521 Pearl	Ekam, LLC	1,119.88	0.00	120.20	1,240.08	1,120.14
This is a two-story, single-family residential structure with a lot size of 44' X 165'. It has 2,144 sq. ft. of living space with four bedrooms and two bathrooms. The City has been mowing the property for two years. Upon acquisition it will be evaluated for rehabilitation.							
59-00933.000 Proposed Use:	534 Pearl	Joseph Akers	399.42	0.00	39.94	439.36	798.84
This is a two-story, three-family residential structure with a lot size of 44' X 137'. It has 1,760 sq. ft. of living space with three bedrooms and three bathrooms. The City has been mowing the property for two years. Upon acquisition it will be evaluated for rehabilitation.							
57-03144.000 Proposed Use:	402 Neil	Your Vanguard Investments LLC	1,171.66	841.57	160.08	2,173.31	1,124.72
This is a one-story, single-family residential structure with a lot size of 62' X 132'. It has 900 sq. ft. of living space with three bedrooms and one bathroom. The City has been mowing the property for three years. Upon acquisition it will be evaluated for rehabilitation.							
57-04499.000 Proposed Use: 2018CV0187	327 Reese	Jonathon & Monica Hall	2,193.52	7,791.05	377.35	10,361.92	912.08
This is a two-story, single-family residential structure with a lot size of 33' X 66'. It has 1,144 sq. ft. of living space with two bedrooms and one bathroom. Upon acquisition it will be evaluated for rehabilitation.							
57-01388.000 Proposed Use: 2018CV0049	703 Lane	Michael Sheets	2,295.79	356.62	288.18	2,940.59	773.58
This is a two-story, single-family residential structure with a lot size of 52' X 41'. It has 1,000 sq. ft. of living space with three bedrooms and one bathroom. Upon acquisition it will be evaluated for rehabilitation.							
TOTAL:			14,206.99	10,061.71	2,861.78	27,130.48	5,889.26

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Erie County GIS



Notes

0 Taft

X = Property owned by Cedar Point

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Erie County GIS

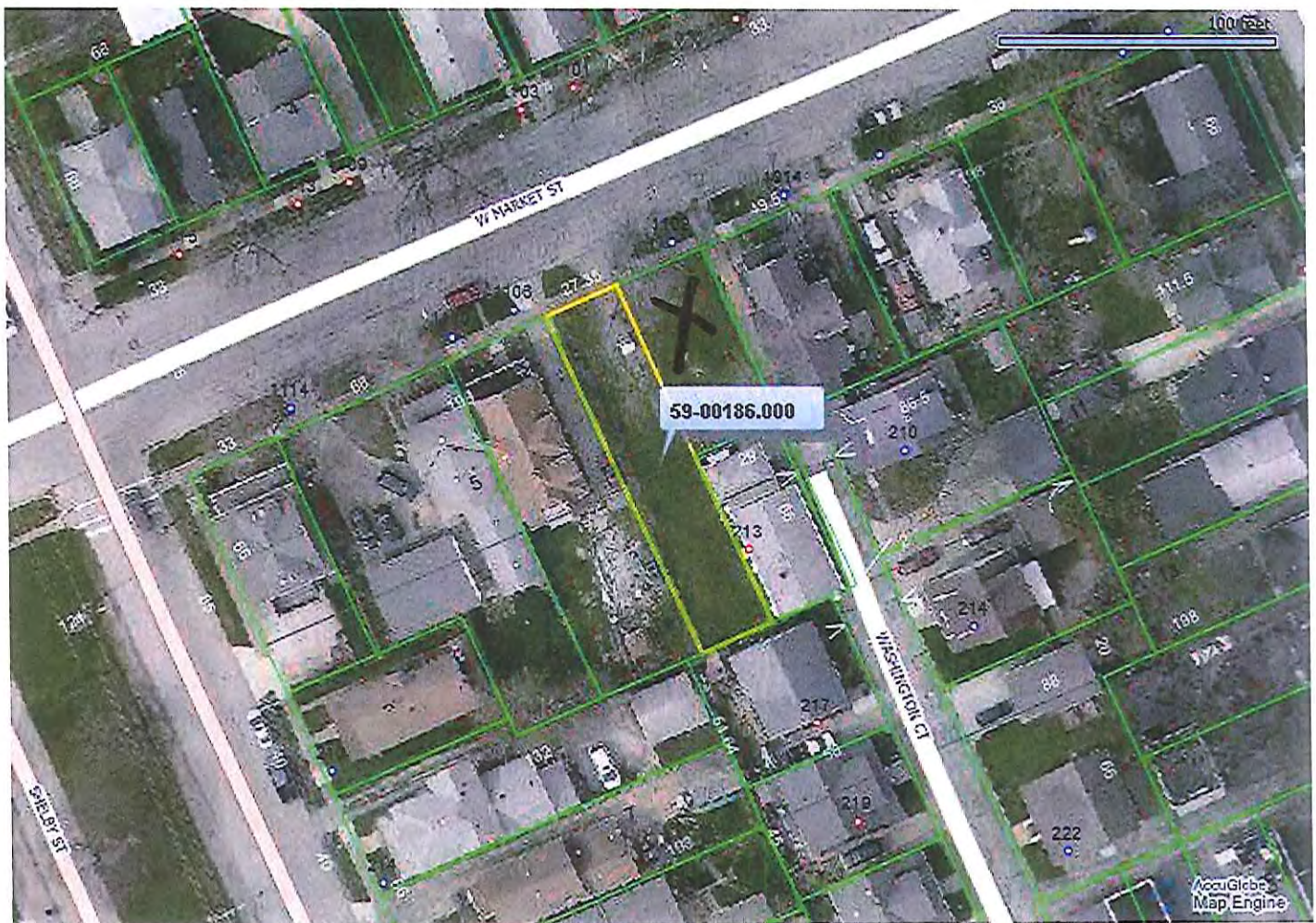


Notes

519 E. Adams

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Erie County GIS



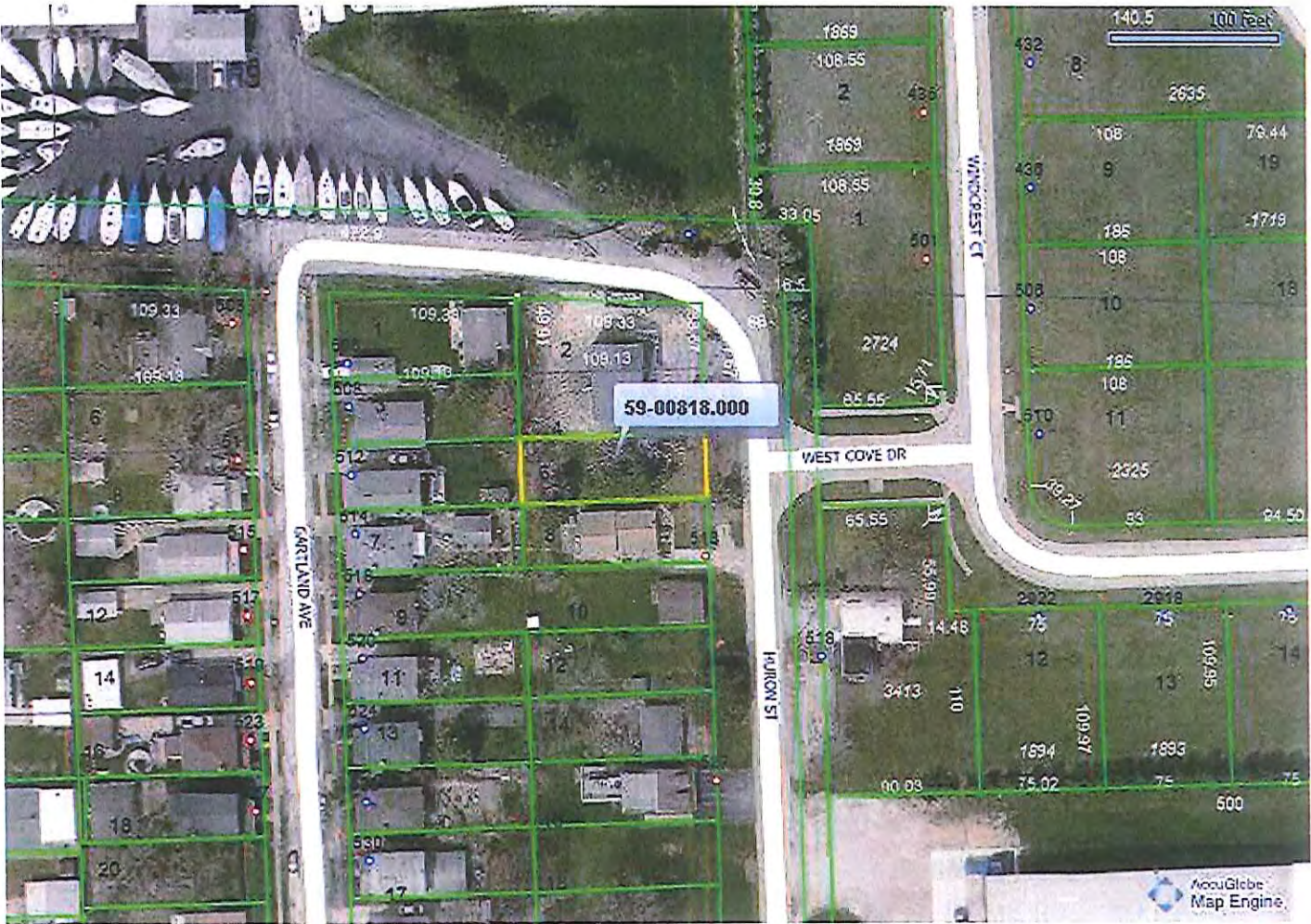
Notes

Ø Market

X = Approved for acquisition by Res. 059-16R

[Print](#) | [Back](#)

Erie County GIS

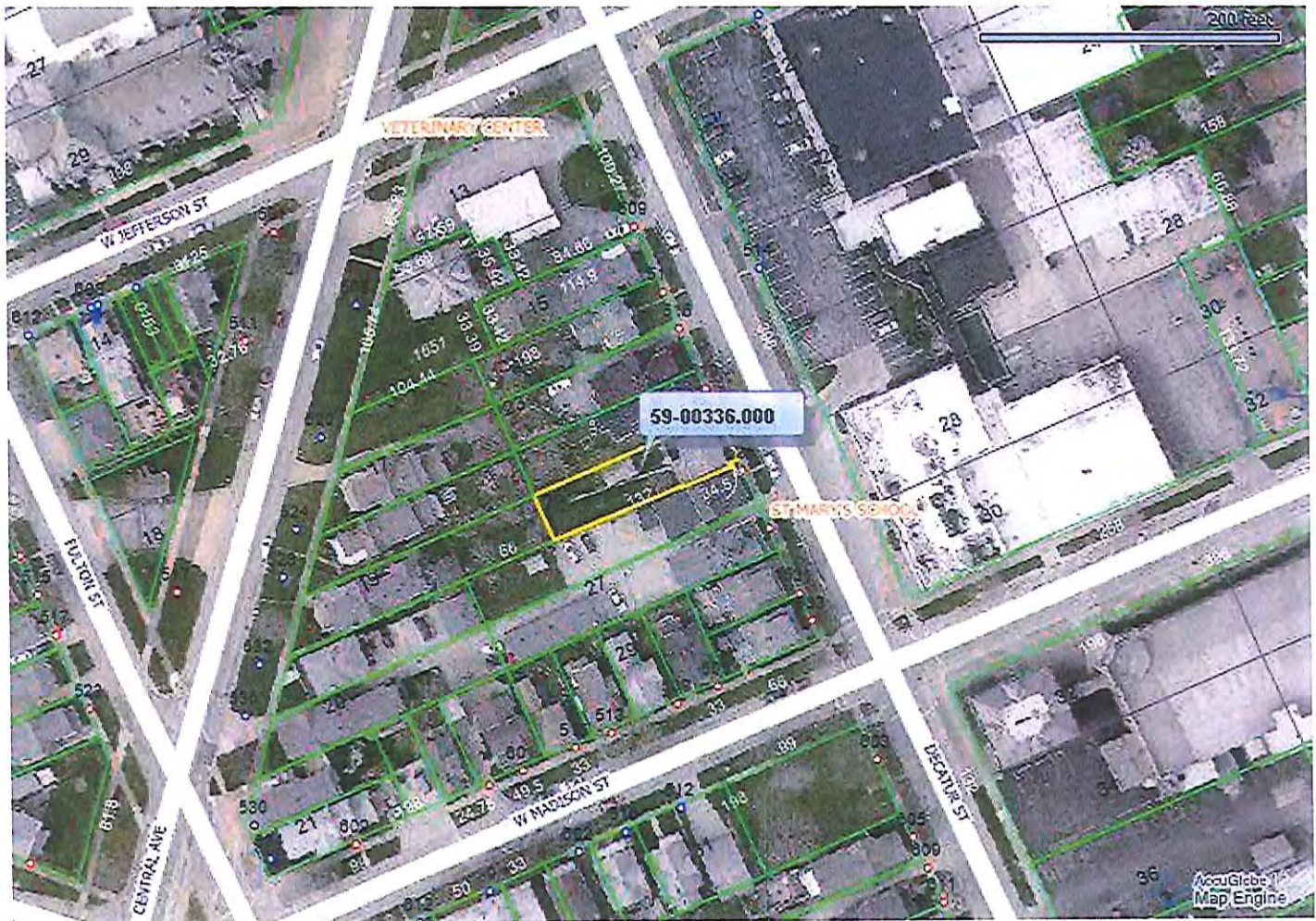


Notes

511 Huron

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Erie County GIS



Notes

521 Decatur



521 Decatur

05/21/2018

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Erie County GIS



Notes

521 Pearl



521 Pearl

05/21/2018

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Erie County GIS



Notes

534 Pearl

X = 521 Pearl



534 Pearl

05/21/2018

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Erie County GIS



Notes

402 Neil

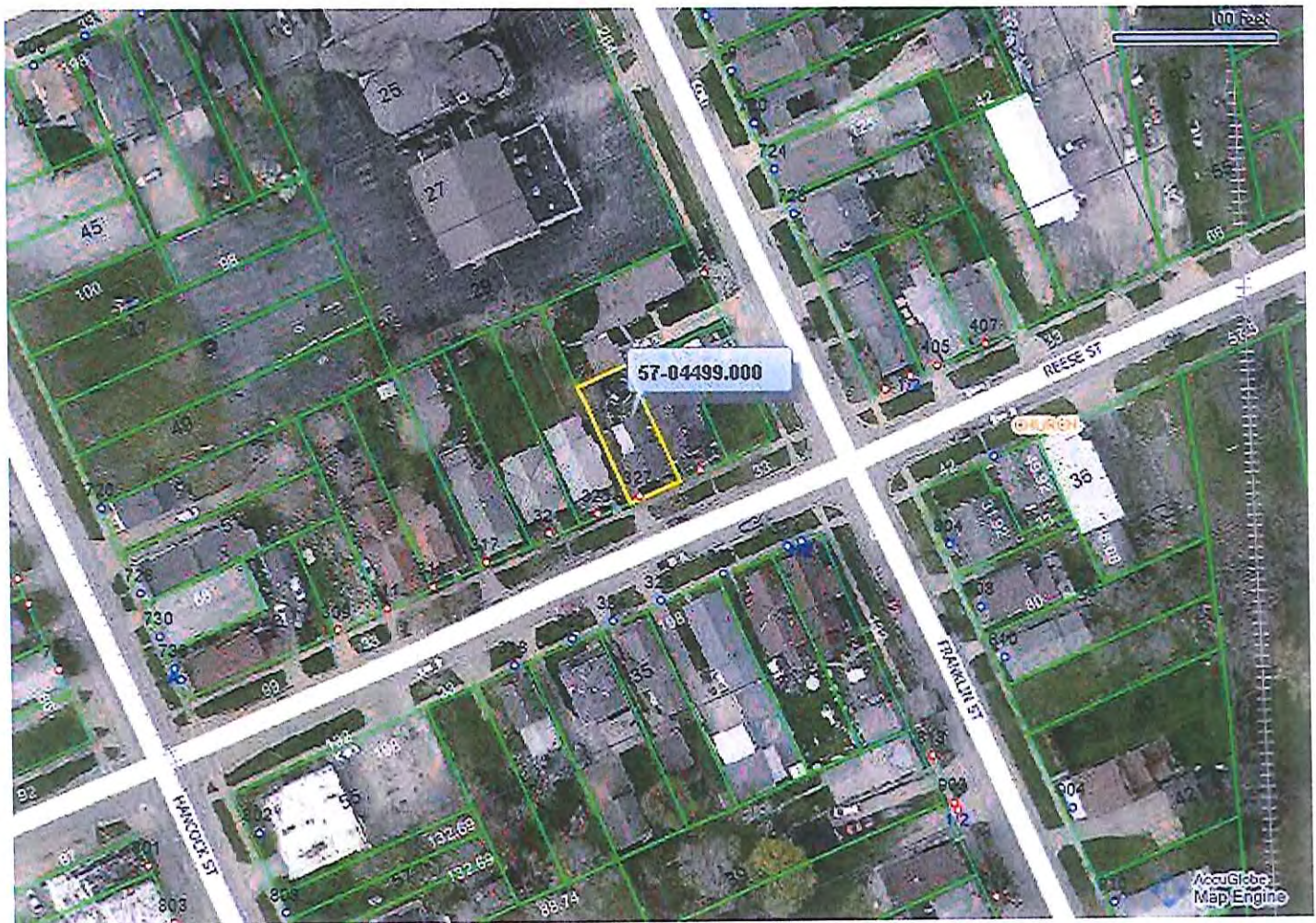


402 Neil

05/21/2018

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Erie County GIS



Notes

327 Reese



327 Reese

05/21/2018

Erie County GIS



703 Lane



703 Lane

05/21/2018

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, it is requested that the City accept ten (10) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

WHEREAS, it is necessary to acquire the nonproductive land parcels in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City; and

WHEREAS, upon City Commission approval, one (1) vacant parcel located on Taft Avenue will be offered for sale to Cedar Point and three (3) vacant parcels located on W. Market Street, Huron Street, and at 519 E. Adams Street will be marketed for future development; and

WHEREAS, upon City Commission approval, six (6) parcels with vacant structures located at 521 Decatur Street, 521 Pearl Street, 534 Pearl Street, 402 Neil Street, 327 Reese Street, and 703 Lane Street, will be evaluated for rehabilitation; and

WHEREAS, these ten (10) parcels of land requested for acquisition have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts by the Land Bank Committee on June 18, 2018; and

WHEREAS, any future sales of the parcels requested for acquisition will be presented to the City Commission by Ordinance for approval of disposition and sale; and

WHEREAS, the cost for these acquisitions will be approximately \$1,510.00, for the cost of title exams, deed preparation and transfer fees and will be recouped by the City upon sale of the properties; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City in order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner; 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; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program ten (10) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

Section 2. This City Commission authorizes and directs the City Manager to acquire the nonproductive land in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City.

Section 3. 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 4. 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 5. 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

PAGE 3 - RESOLUTION NO. _____

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 9, 2018

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)644-3168

TO

8203347		TRFO	DERRICKS MOBILE DINER LLO	
PERMIT NUMBER		TYPE	DBA DERRICKS DINER	
02	01	2018	1109 WARREN ST	
ISSUE DATE		SANDUSKY OH 44870		
06	12	2018		
FILING DATE				
D5				
PERMIT CLASSES				
22	077	B	F20518	
TAX DISTRICT		RECEIPT NO.		

FROM 06/15/2018

9032750			MICHAEL TOWNSEND	
PERMIT NUMBER		TYPE	DBA TALLTOWN TAVERN	
02	01	2018	1109 WARREN ST	
ISSUE DATE		SANDUSKY OH 44870		
06	12	2018		
FILING DATE				
D5				
PERMIT CLASSES				
22	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 06/15/2018

RESPONSES MUST BE POSTMARKED NO LATER THAN.

07/16/2018

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 8203347

(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**

8203347

Permit Name / DBA**Member / Officer Name****Search****Reset****Main Menu**

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 8203347; Name: DERRICKS MOBILE DINER LLC; DBA: DBA DERRICKS DINER; Address: 1109 WARREN ST SANDUSKY 44870		
DERRICK D MOORE		CEO

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

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

Kelly Kresser

From: Casey Sparks
Sent: Thursday, June 21, 2018 10:08 AM
To: Kelly Kresser; John Orzech; Richard Wilcox; Stephen Rucker
Subject: RE: Liquor Permit Transfer

The property is zoned as LB Local Business which permits the sale, serving, and consumption of beer and wine. Please let me know if you have any additional questions or concerns.

Best Regards,

Casey Sparks
Chief Planner
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870
419-627-5715

From: Kelly Kresser
Sent: Thursday, June 21, 2018 8:34 AM
To: Casey Sparks <csparks@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Richard Wilcox <rwilcox@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a D5 (*spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises or off premises in original sealed containers, until 2:30 a.m.*) liquor permit transfer request from Michael Townsend dba Talldown Tavern to Derrick's Mobile Diner, 1109 Warren Street.

If you are able to reply to me by noon today, I will get this on Monday's Agenda.

Kelly Kresser

From: Stephen Rucker
Sent: Thursday, June 21, 2018 1:32 PM
To: Kelly Kresser; Casey Sparks; John Orzech; Richard Wilcox
Subject: RE: Liquor Permit Transfer

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: Thursday, June 21, 2018 8:34 AM
To: Casey Sparks <csparks@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Richard Wilcox <rwilcox@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a D5 (*spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises or off premises in original sealed containers, until 2:30 a.m.*) liquor permit transfer request from Michael Townsend dba Talldown Tavern to Derrick's Mobile Diner, 1109 Warren Street.

If you are able to reply to me by noon today, I will get this on Monday's Agenda.

Kelly Kresser

From: John Orzech
Sent: Thursday, June 21, 2018 1:35 PM
To: Kelly Kresser; Casey Sparks; Richard Wilcox; Stephen Rucker
Subject: RE: Liquor Permit Transfer

No issues from 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: Thursday, June 21, 2018 8:34 AM
To: Casey Sparks <csparks@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Richard Wilcox <rwilcox@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a D5 (*spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises or off premises in original sealed containers, until 2:30 a.m.*) liquor permit transfer request from Michael Townsend dba Talltown Tavern to Derrick's Mobile Diner, 1109 Warren Street.

If you are able to reply to me by noon today, I will get this on Monday's Agenda.



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Angie Byington, Planning Director

Date: June 27, 2018

Subject: July 9th, 2018 Commission Agenda Item –Application for an amendment to the zoning map for parcels 57-02669.000, 57-01065.000, 57-01607.000, and 57-04776.000.

Item for Consideration: Application to rezone parcels 57-02669.000, 57-01065.000, 57-01607.000, and 57-04776.000. from “R1-40” Single Family Residential to “CR” Commercial Recreation.

Purpose: The Bicentennial Vision/ Comprehensive Plan outlines the city- wide development for the next ten years. In general, zoning amendments should align with the proposed land uses stated in a Comprehensive Plan. Therefore, the Comprehensive Plan is utilized by staff as one factor when evaluating proposed amendments.

Background Information: John Hancock, on behalf of Cedar Point, LLC, has applied for a zoning amendment to several parcels along Third and Fourth Street. The property is currently zoned as “R1-40” Single Family Residential, the applicant is proposing to rezone the property to “CR” Commercial Recreation. The properties are currently owned by Cedar Point, LLC. In 2016 Planning Commission approved a zoning amendment for many of the parcels within this area and the vacation of the adjacent alley, the applicant is now requesting the remaining parcels to be rezoned to create a buffer/ screening from the adjacent properties. The applicant currently owns all of the parcels proposed to be rezoned and has received site plan approval for two 9,702 s.f. dormitory buildings within the area at the May 23rd, 2018 meeting. The construction of the dorms will not be on any of the above referenced parcels, the applicant has requested rezoning of these parcels to assure additional buffer area to the surrounding adjacent parcels. It is the intent of Cedar Point to combine all of these parcels within the area. The applicant would not be required to rezone the above referenced parcels for the construction of the dormitory, however it is good planning practices to assure that parcels do not contain several different zoning districts.

Correlation to the Comprehensive Plan:

The Bicentennial Vision plan calls for Mixed- Use Redevelopment within this area, one of the initiatives for this area is to continue developing along Cedar Point Drive, extending the Cedar Point experience from the peninsula to the mainland: promoting a campus atmosphere, landscaping and parking behind structures.

Budgetary Impact:

There is no impact to the general fund.

Action Requested: It is requested that City Commission approve the proposed amendments to the zoning map for the following parcel: 57-02669.000, 57-01065.000, 57-01607.000, and 57-04776.000. It is requested that this ordinance take effect under Section 13 of the City Charter.

I concur with this recommendation:

Eric Wobser
City Manager

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

CITY OF SANDUSKY, OHIO
DEPARTMENT OF DEVELOPMENT
DIVISION OF PLANNING

PLANNING COMMISSION REPORT

APPLICATION FOR AN AMENDMENT TO
THE FOLLOWING PARCELS:

57-02669.000, 57-01065.000, 57-01067.000,
57-04776.000

Reference Number: PC-9-2018

Date of Report: May 14, 2018

Report Author: Casey Sparks, Chief Planner



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

The applicant John Hancock, on behalf of Cedar Point, LLC has applied for a zoning amendment to several parcels along Third, and Fourth Street. The following parcels are proposed to be rezoned: **57-02669.000, 57-01065.000, 57-01067.000, and 57-04776.000.** The following information is relevant to this application:

Applicant: Cedar Point, LLC
One Cedar Point Drive
Sandusky, Ohio 44870

Authorized Agent: John Hancock, PE
326 E. Market Street
Sandusky, Ohio 44870

Site Location: Parcels along Third and Fourth Street

Zoning: “R1-40” Single Family Residential proposed to “CR” Commercial Recreation

Existing Uses: Vacant Land

Proposed Uses: Two 9,702 sf dormitory buildings

Applicable Plans & Regulations: City of Sandusky Comprehensive Plan
Sandusky Zoning Code Chapter
Chapter 1113 Amendments
Chapter 1129 Residential Districts
Chapter 1137 Commercial Districts

SITE DESCRIPTION

The subject properties are located along Third and Fourth Street adjacent to the parcels currently owned by Cedar Point, LLC. The subject properties are surrounded by several different zoning districts including: “CR” Commercial Recreation, “and “R1-40” Single- Family Residential.

As stated, the subject properties are zoned “R1-40”/ Single- Family Residential District by the Sandusky Zoning Code.

A picture of the property along with a location map are found below.

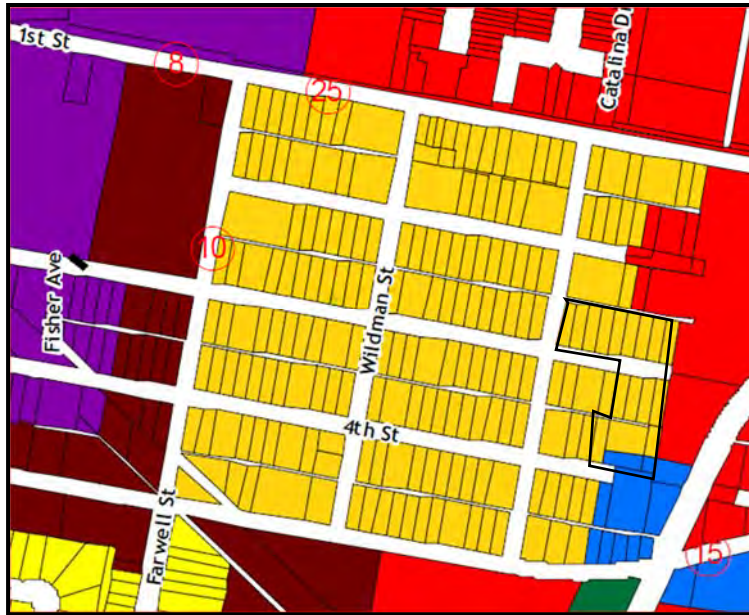
2066 & 2064 First Street

The parcels highlighted are the ones requested for rezoning



Zone Map – Parcels

The zoning map does not represent residential properties previously rezoned from Residential R1-40 to CR Commercial Recreation.



PF PUBLIC FACILITY	R1-40 SINGLE-FAMILY RESIDENTIAL	LB LOCAL BUSINESS	DBO DOWNTOWN BUSINESS
RS RESIDENTIAL SUBURBAN	R2F TWO-FAMILY RESIDENTIAL	RB ROADSIDE BUSINESS	CS COMMERCIAL SERVICE
R1-75 SINGLE-FAMILY RESIDENTIAL	RMF MULTI-FAMILY RESIDENTIAL	GB GENERAL BUSINESS	LM LIMITED MANUFACTURING
R1-60 SINGLE-FAMILY RESIDENTIAL	RRB RESIDENTIAL / BUSINESS	CA COMMERCIAL AMUSEMENT	GM GENERAL MANUFACTURING
R1-50 SINGLE-FAMILY RESIDENTIAL	P AUTO PARKING	CR COMMERCIAL RECREATION	PUD PLANNED UNIT DEVELOPMENT
AC AGRICULTURAL			NG REQUIRED SETBACK IN FEET



DIVISION OF PLANNING COMMENTS

The applicant is requesting a zoning amendment for the above referenced parcels to “CR”/ Commercial Recreation from “R1-40”/ Residential Single Family. Planning Staff recently approved a lot combination of all the parcels, above is an image of the approved lot. In 2016 Planning Commission approved a zoning amendment for many of the parcels within this area and the vacation of the adjacent alley, the applicant is now requesting the remaining parcels to be rezoned to create a buffer/ screening from the adjacent properties. The applicant currently owns all of the parcels proposed to be rezoned. The applicant has also requested site plan approval for two 9,702 s.f. dormitory building within the referenced area.

The Bicentennial Plan calls for Mixed – Use Redevelopment within this area, one of the initiatives for this area is to continue developing along Cedar Point Drive, extending the Cedar Point experience from the peninsula to the mainland; **promote campus atmosphere**, landscaping and parking behind structures.

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

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

ENGINEERING STAFF COMMENTS

The City Engineer has reviewed the proposed zoning amendment and has no objections or concerns regarding the proposed zone map amendment.

BUILDING STAFF COMMENTS

The City Building Official has reviewed the application and has no concerns regarding the proposed zone map amendment.

POLICE DEPARTMENT COMMENTS

The City Police Chief has reviewed the application and has no objections proposed zone map amendment.

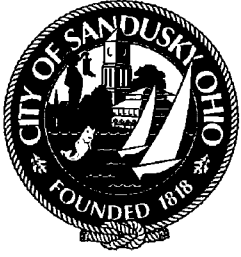
FIRE DEPARTMENT COMMENTS

The City Fire Chief has reviewed the proposed application and has no objections or concerns regarding the proposed zone map amendment.

CONCLUSION/RECOMMENDATION

In conclusion, Planning Staff recommends approval of the proposed amendment to the Zone Map for the above referenced parcels. The adjacent parcels within the area were rezoned to “CR” Commercial Recreation zoning district and are all currently owned by one property owner. The property owner has added these additional parcels to create additional buffer area and screening for the properties within the area.

The rezoning of these parcels are in line with the comprehensive plans, one of the top priorities for the east side of town includes extending the Cedar Point experience from the peninsula to the mainland and promote a campus atmosphere. In order to accomplish these goals the property must be rezoned to “CR” Commercial Recreation.



Department of Planning and Development

June 1, 2018

On May 23rd, 2018 Planning Commission made a favorable recommendation to City Commission regarding the proposed zoning amendment to the following parcels: **57-02669.000, 57-01065.000, 57-01067.000, and 57-04776.000** along Third and Fourth Street; to rezone from "R1-40" Single Family Residential to "CR" Commercial Recreation.



Michael Zuilhof
Planning Commission Chair

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE FOUR (4) PARCELS FROM "R1-40" SINGLE-FAMILY RESIDENTIAL DISTRICT TO "CR" COMMERCIAL RECREATION DISTRICT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, a request is being made on behalf of Cedar Point Park, LLC, for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for four (4) parcels located on Fourth Street (Parcel No. 57-04776.000) and Third Street (Parcel Nos. 57-02669.000, 57-01065.000, and 57-01067.000) from "R1-40" Single-Family Residential District to "CR" Commercial Recreation District and as more fully described in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

WHEREAS, Cedar Point Park, LLC, is planning to construct two (2) dormitory buildings on property adjoining these four (4) parcels and intends to combine all of the parcels into one (1) parcel; and

WHEREAS, this change in zoning being requested for the four (4) parcels is to create a buffer / screening from the surrounding properties and in addition is good planning practices to assure parcels do not contain several different zoning districts; and

WHEREAS, this request was heard by the Planning Commission at their May 23, 2018, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment for four (4) parcels located on Fourth Street (Parcel No. 57-04776.000) and Third Street (Parcel Nos. 57-02669.000, 57-01065.000, and 57-01067.000); and

WHEREAS, a public hearing on the applicant's request was held by this City Commission at their July 9, 2018, regularly scheduled meeting; and

WHEREAS, this Ordinance should be passed under suspension of the rules in accordance with Section 13 of the City Charter approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances for four (4) parcels located on Fourth Street (Parcel No. 57-04776.000) and Third Street (Parcel Nos. 57-02669.000, 57-01065.000, and 57-01067.000) from "R1-40" Single-Family Residential District to "CR" Commercial Recreation District; and

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

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

Section 1. This City Commission approves the requested rezoning and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the rezoning of four (4) parcels located on Fourth Street (Parcel No. 57-04776.000) and Third Street (Parcel Nos. 57-02669.000, 57-01065.000, and 57-01067.000) from "R1-40" Single-Family Residential District to "CR" Commercial Recreation District as more fully described in Exhibits "A" and "B" which are attached to this Ordinance and specifically incorporated herein.

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

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

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

ATTEST: _____
KELLY KRESSER
CLERK OF THE CITY COMMISSION

Passed:

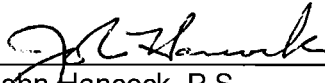
THIRD STREET RE-ZONING LEGAL DESCRIPTION

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 2, part of Outlots 27 and 28 as platted and denoted in the plat of the Sandusky Businessmen's Association Lockwood Subdivision, P.V. 6, Pg. 37-38, all references herein to the records of the Erie County Recorder, and being more particularly described as follows:

Being all of Lots 539, 560, 561, and 562 in the plat of Sandusky Businessmen's Association Lockwood Subdivision, P.V. 6, Pg. 37-38.

This description was prepared by John Hancock, P.S. No. 6918 from a survey conducted in April, 2015.

John Hancock & Associates, Inc.



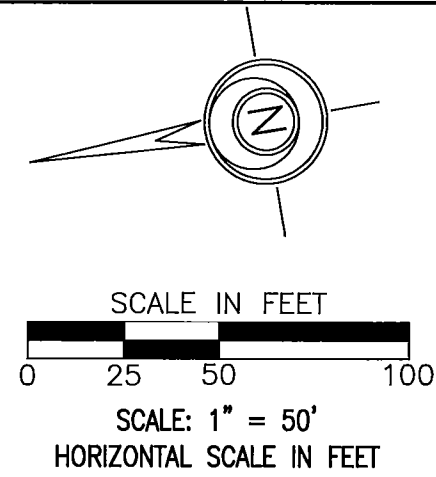
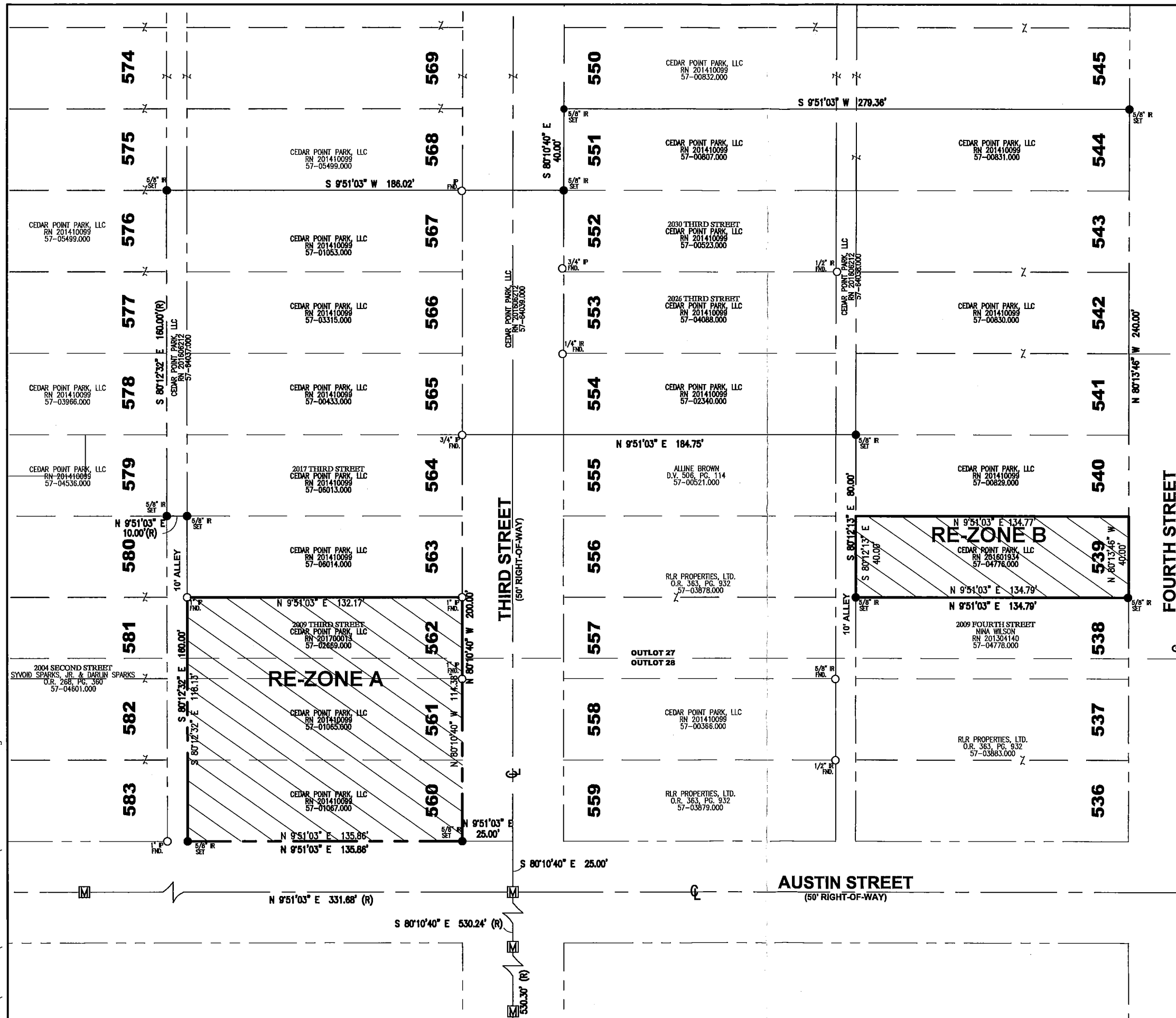
John Hancock, P.S.



Date: APRIL 4, 2018

File: 230215/DORM 2018-19/2302-Third Street Zoning Legal

X:\230215\DOM 2018-19\2302-SITE-18.dwg



EXISTING ZONING TABLE:

- COMMERCIAL RESIDENTIAL: (CR)
 - LOTS 574-579
 - LOTS 563-539
 - LOTS 550-554
 - LOTS 540-545
- SINGLE-FAMILY RESIDENTIAL: (R1-40)
 - LOTS 580-583
 - LOTS 555-559
 - LOTS 536-538

PROPOSED ZONING TABLE:

- ZONE A: COMMERCIAL RESIDENTIAL (CR)
0.3743 ACRES (16,307 SF)
- ZONE B: COMMERCIAL RESIDENTIAL (CR)
0.1237 ACRES (5,391 SF)



BEARINGS HEREON ARE BASED UPON OHIO STATE PLANE COORDINATE SYSTEM NAD '83.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL FIELD SURVEY OF THE PREMISES CONDUCTED BY ME PURSUANT TO CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE.

John Hancock
JOHN HANCOCK, P.S.
OHIO R.L.S. 6918

DATE: APRIL 5, 2018

REVISED:

John Hancock & Associates, Inc.
ENGINEERS • SURVEYORS
326 E. Market St. • Sandusky, Ohio 44870 • (419) 525-7939

PLAT OF SURVEY
REZONING PLAT

OUTLOT 27 & 28, SANDUSKY BUSINESSMEN'S ASSOCIATION
LOCKWOOD SUBDIVISION, P.V. 6, PG. 37-38
WARD 2, CITY OF SANDUSKY, ERIE COUNTY, OHIO

JOB NO.:	230215
DRN BY:	BLH,NJC
FILE NO.:	2302-SITE-18
DATE:	4/03/18
SHEET NO.:	1 OF 1



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Angela Byington, Planning Director

Date: June 26, 2018

Subject: Commission Agenda Item – Authorization for the City Manager to submit to the US Department of Transportation, and if awarded execute, the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant.

ITEM FOR CONSIDERATION: Authorization for the City Manager to submit to the US Department of Transportation, and if awarded execute, the BUILD Transportation Discretionary Grant.

BACKGROUND INFORMATION: The grant request will be for funding to construct the remaining portions of the Sandusky Bay Pathway. The City's grant request will be based on a total project cost (not including design) of \$18,539,931.17 and will request \$13,904,948.38 of grant funds and will propose a 25% (twenty-five percent) match, which if awarded the full grant request would total \$4,634,982.79. If the City is awarded, the final match amount would be dependent on the award amount, but would be 25% of the total project cost (without design).

The City will also pay for project design, which will be \$2,224,791.74. Design is not an eligible cost of the grant and must be accounted for separately. The total City cost would not exceed \$6,859,774.53. This will be provided through the Downtown/Battery Park TIF Fund, the Landing TIF Fund and the Capital Fund (Pedestrian Bike Path Construction).

The Bicentennial Vision, adopted in 2016, set the implementation of the Sandusky Bay Pathway as a priority. The City has recently adopted the updated Sandusky Bay Pathway and is moving forward with implementation. As such, the City is looking at all sources of possible funding for construction. One source of funding that has been brought to our attention is the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program. This grant replaced the pre-existing Transportation Investment Generating Economic Recovery (TIGER) grant program. As the Federal Administration looks to enhance America's infrastructure, FY 2018 BUILD transportation grants are being made available for investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact. BUILD funding can support roads, bridges, transit, rail, ports or intermodal transportation.

The Consolidated Appropriations Act of 2018 made available \$1.5 billion for National Infrastructure Investments, otherwise known as BUILD Transportation Discretionary grants, through September 30, 2020. For this round of BUILD Transportation grants, the maximum grant award is \$25 million, and no more than \$150 million can be awarded to a single State, as specified in the FY 2018 Appropriations Act. At least 30 percent of funds must be awarded to projects located in rural areas. The City of Sandusky qualifies as a rural area, per the US Census.

BUDGETARY INFORMATION: The total budgetary impact to the City would not exceed \$6,859,774.53, which includes grant match of up to \$4,634,982.79 and design, environmental and right-of-way services totaling \$2,224,791.74. The total City cost would be paid with Capital Project Funds (Pedestrian Bike Path Construction), the Downtown/Battery Park TIF Fund and the Cleveland Road Fund. It is expected that the City will issue notes or bonds to finance the City's total cost.

ACTION REQUESTED: It is requested that City Commission authorize the City Manager to submit, and if awarded execute, the BUILD Transportation Discretionary Grant. It is requested that this legislation be passed under Section 14 of the City Charter to allow for the completion of the grant application by the July 19, 2018, which is the grant deadline.

I concur with this recommendation:

Eric Wobser, City Manager

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE FY 2018 BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) DISCRETIONARY PROGRAM GRANT FOR THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the U.S. Department of Transportation (DOT) has allocated \$1.5 billion in discretionary grant funding through the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program with a maximum grant award of \$25 million, and no more than \$150 million to a single State, as specified in the Consolidated Appropriations Act of 2018; and

WHEREAS, BUILD Transportation grants replace the pre-existing Transportation Investment Generating Economic Recovery (TIGER) grant program and as the Administration looks to enhance America's infrastructure, FY 2018 BUILD Transportation grants are for investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact and BUILD funding can support roads, bridges, transit, rail, ports or intermodal transportation; and

WHEREAS, this City Commission approved an agreement with Environmental Design Group of Akron, Ohio, for professional services to prepare the grant application to be submitted to the U.S. Department of Transportation for financial assistance through the BUILD Discretionary Grant program for the Sandusky Bay Pathway by Ordinance No. 18-134, passed on June 25, 2018; and

WHEREAS, if awarded, these funds will be used to construct the remaining portions of the Sandusky Bay Pathway; and

WHEREAS, the project cost, excluding design, is \$18,539,931.17 and the City will be applying for grant funds in the amount of \$13,904,948.38 and will propose a 25% match of \$4,634,982.79 which will be paid with Capital Project Funds (Pedestrian Bike Path Construction), Downtown/Battery Park TIF Funds, and Cleveland Road TIF Funds; and

WHEREAS, the design cost for the project, which is not eligible for grant funding, is \$2,224,791.74, and will also be paid with Capital Project Funds (Pedestrian Bike Path Construction), Downtown/Battery Park TIF Funds, and Cleveland Road TIF 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 submit the application for the FY 2018 BUILD Discretionary Grant program to the U.S. Department of Transportation by the submission deadline of July 19, 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 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. The City Manager is hereby authorized to execute and submit an application on behalf of the City of Sandusky to the U.S. Department of Transportation for financial assistance through the FY 2018 BUILD Discretionary Grant program pursuant to the Consolidated Appropriations Act, 2018 (Pub. L. 115-141) and to execute any contracts or agreements on behalf of the City and lawfully expend funds consistent with the application should they be awarded.

Section 2. The City Manager is authorized to execute and file with the City's application all understanding, certifications and assurances or any other documentation required by the U.S. Department of Transportation.

Section 3. The City Manager is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the City's application.

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 9, 2018



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 26, 2018

Subject: **Commission Agenda Item – Award 2018 Tree & Stump Removal Project to Ecotree Services, LLC.**

ITEM FOR CONSIDERATION: Legislation awarding a contract to Ecotree Services, LLC. of Lorain, Ohio for the 2018 Tree & Stump Removal Project.

BACKGROUND INFORMATION: The 2018 Tree & Stump Removal Project will consist of over thirty (30) dead trees and sixty-seven (67) abandoned tree stumps located within the city boulevard.

The following bids were received on June 21, 2018:

Ecotree Services, LLC	\$73,085.16	Total Base Bid
Lorain, Ohio		
100% Bond		

Tree Experts	\$645,896.79	Total Base Bid
Huron, Ohio		
100% Bond		

******The contractor submitted a written base bid of \$81,000.00; however, due to the required process to evaluate bids, it was noticed that the contractor multiplied the unit price for stump grinding by the incorrect units, which dramatically increased the actual price when performing the correct calculations.

The engineer's estimate for the base bid is 74,345.00.

The schedule requires completion within 90 days of the Notice to Proceed, which would be in October of 2018.

BUDGETARY INFORMATION: The estimated cost of the project based on bids, including legal advertisement and recording fee, is \$73,258.36 and will be paid with Capital Projects Funds (Issue 8 Infrastructure).

ACTION REQUESTED: It is recommended that proper legislation be prepared to award a contract to Ecotree Services, LLC of Lorain, Ohio for the 2018 Tree & Stump Removal Project in an amount not to exceed \$73,085.16 be approved and that the necessary legislation be passed under suspension of the

rules and in accordance with Section 14 of the City Charter to allow the contractor to begin removing trees and stumps as soon as possible so the grass can be established this Fall.

I concur with this recommendation:

Eric Wobser
City Manager

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

City of Sandusky								
Department of Public Works								
Bid Tabulation for the 2018 Tree & Stump Removal Project								
					Tree Experts Huron, Ohio		Eco TreeServices, LLC Lorain, Ohio	
			Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price
1		Tree Removal/Stump Grinding/Restoration <18" Diameter	ea.	1	\$ 1,230.37	\$ 1,230.37	\$ 750.00	\$ 750.00
2		Tree Removal/Stump Grinding/Restoration 18" to 24" Diameter	ea.	3	\$ 1,540.00	\$ 4,620.00	\$ 1,525.00	\$ 4,575.00
3		Tree Removal/Stump Grinding/Restoration >24" Diameter	ea.	26	\$ 1,780.00	\$ 46,280.00	\$ 2,250.00	\$ 58,500.00
4		Stump Grinding/Restoration <18" Diameter (67 Locations)	in.	1378	\$ 430.89	\$ 593,766.42	\$ 6.72	\$ 9,260.16
					Total Base	\$ 645,896.79	Total Base	\$ 73,085.16
					<i>*Bid Form Base Listed as \$81,000</i> <i>** Unit price for Item 4 was calculated based on location rather than inches .</i>			
					Yellow Highlighted Areas = Mathmatical Error on Bid Form			

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ECOTREE SERVICES, LLC OF LORAIN, OHIO, FOR THE 2018 TREE & STUMP REMOVAL 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 2018 Tree & Stump Removal Project by Resolution No. 023-18R, passed on May 29, 2018; and

WHEREAS, the 2018 Tree & Stump Removal Project involves the removal of thirty (30) dead trees and sixty-seven (67) abandoned tree stumps located on City boulevards and includes seeding at the removal site; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Ecotree Services, LLC of Lorain, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost of this project based on bids, including advertising and miscellaneous costs is \$73,258.36 and will be paid with Issue 8 infrastructure 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 complete the project as soon as possible so the grass can be established this Fall; 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 Ecotree Services, LLC of Lorain, Ohio, for the 2018 Tree & Stump Removal Project in an amount **not to exceed** Seventy Three Thousand Eighty Five and 16/100 Dollars (\$73,085.16) consistent with the bid submitted by Ecotree Services, LLC of Lorain, 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 9, 2018