



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JUNE 24, 2019 at 5 p.m.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Greg Lockhart
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	G. Lockhart, N. Twine, W. Poole, D. Murray, D. Brady, N. Lloyd, D. Waddington
APPROVAL OF MINUTES	June 10, 2019
AUDIENCE PARTICIPATION	
PRESENTATION	2019 Best Coastal City Award Senator Theresa Gavarone, State of Ohio Larry Fletcher, Lake Erie Shores & Islands Pat McCauley, Public Affairs Officer for Ohio Treasurer Robert Sprague
PUBLIC HEARING	2020 Tax Budget Hank Solowiej, Finance Director
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

SECOND READING

A. Submitted by Todd Gibson, Sr., Facilities & Properties Supervisor

APPROVAL TO REQUEST REIMBURSEMENT FUNDS 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 requesting 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 Hank Solowiej, Finance Director

APPROVAL OF TAX BUDGET FOR CY 2020

Budgetary Information: The tax budget will establish initial funding for 2020.

RESOLUTION NO. _____: It is requested a resolution be passed adopting the tax budget for the City of Sandusky for the calendar year 2020; authorizing the submission of the tax budget to the Erie County Auditor; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Matt Lasko, Chief Development Officer

CHANGE ORDER WITH BARNES NURSERY FOR DEMOLITION OF 624 CAMP STREET (TIME ONLY)

Budgetary Information: There is no budgetary impact with this legislation. This is merely impacting the deadline for completion.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first change order for work being performed by Barnes Nursery of Huron, Ohio, for the asbestos abatement and demolition of 624 Camp Street project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Angela Byington, Planning Director

SUBRECIPIENT AGREEMENT WITH ERIE COUNTY HEALTH DEPARTMENT FOR 2-1-1 INFORMATION & REFERRAL SERVICE

Budgetary Information: The City of Sandusky will award the Erie County Health Department a total of \$5,000 for the 2-1-1 Information & Referral service for CDBG program year FY 2019. The 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 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 Angela Byington, Planning Director

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

Budgetary Information: The City of Sandusky will award the Erie County Senior Center a total of \$30,000 for the Meals on Wheels program for CDBG program year FY 2019. 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 \$30,000 from the FY 2019 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 Angela Byington, Planning Director

SUBRECIPIENT AGREEMENT WITH OHgo FOR MOBILE FOOD PANTRY AND MARKET

Budgetary Information: The City of Sandusky will award OHgo a total of \$15,000 for the OHgo Mobile Food Pantry and Market for CDBG program year FY 2019. 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 Mobile Food Pantry and Market program and to expend an amount not to exceed \$15,000 from the FY 2019 Community Development Block Grant funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by Kelly Kresser, Commission Clerk

LIQUOR PERMIT TRANSFER

The Ohio Division of Liquor Control has submitted a Notice to Legislative Authority for the transfer of ownership of a D5J (*Spirituuous 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. in a community entertainment district*) and D6 (*sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*) liquor permits from Jami S. Tallman Ltd., LLC dba Scarlett O’Hair Salon to Jax Bar, LLC dba Jax Bar, 123 Market Street. It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city does not request a hearing regarding this transfer.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by John Storey, Economic Development Specialist

GRANT AGREEMENT WITH CUSTOM SIGN & DESIGN, LLC

Budgetary Information: The city will be responsible for providing a total of \$15,000 in grant proceeds from the economic development capital projects fund on a reimbursable basis at the completion of the project.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000 through the small business assistance grant program to Custom Sign & Design, LLC, in relation to the property located at 1030 Hayes Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 – Submitted by Matt Lasko, Chief Development Officer

CONTRACT WITH PRO SUPPLY, INC. FOR CDBG FY 2018 DEMOLITION PROJECT #1

Budgetary Information: The total cost for this project including advertising and miscellaneous expenses is \$89,261.40. The cost for five of the demolitions will be paid with FY 2018 CDBG funds totaling \$76,517.40; 707 Warren Street will be demolished using the real estate fund totaling \$12,744. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Pro Supply, Inc., of Cleveland, Ohio, for the CDBG FY 2018 demolition project #1; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 – Submitted by Josh Snyder, Assistant City Engineer

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH THE MANNIK & SMITH GROUP, INC. FOR THE MEIGS STREET RECONSTRUCTION AND MULTI-USE PATH PROJECT

Budgetary Information: The not to exceed cost for professional design services is \$339,690.92. This project will be funded with federal highway administration funds through the Ohio Department of Transportation. The funding available for design services and construction costs is capped at \$1,517,158.52.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with The Mannik & Smith Group, Inc., of Maumee, Ohio, for the Meigs Street reconstruction and multi-use path project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Josh Snyder, Assistant City Engineer

PERMISSION TO BID PIERCE STREET RECONSTRUCTION AND RESURFACING PROJECT

Budgetary Information: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs is \$385,000 paid with Issue 8 infrastructure funds from the capital projects fund.

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

ITEM #5 – Submitted by Aaron Klein, Director of Public Works

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH ENVIRONMENTAL DESIGN GROUP, LLC FOR SANDUSKY BAY PATHWAY

Budgetary Information: The total cost of this project is \$1,948,871 and will be paid from the capital projects fund. The city intends to finance the professional design services with short-term notes that will be reimbursed from proceeds from various tax increment financings.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with Environmental Design Group, LLC of Akron, Ohio, for the Sandusky Bay Pathway; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

ITEM TABLED: Authorization to bid 2018 Cedar Point Chaussee Water Tower

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

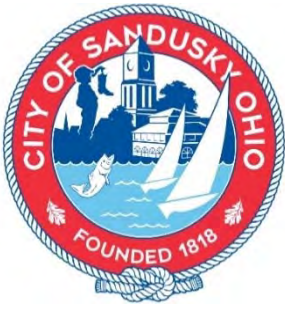
Monday, June 24 at 8:30 p.m.

Tuesday, June 25 at 5 p.m.

Monday, July 1 at 8:30 p.m.

Online:

www.ci.sandusky.oh.us – Click “Play” 



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Todd Gibson, Facilities & Properties Supervisor

Date: May 29, 2019

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 to 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 2019.

The table below indicates qualifying charges for two spring 2019 events (City-Wide Clean-Up and Spring Yard-Waste Drop-Off) and estimated charges for the same events in the fall 2019. These spring charges will be fully reimbursed but the remaining funds available for fall charges will be \$29.40:

Vendor	Actual Spring Charges	Estimated Fall Charges
Allshred Services	\$178.35	\$198.35
Barnes Nursery, Inc.	\$400.00	\$400.00
Reisig, LLC DBA – Ohio Tire Terminal	\$1,892.25	\$2,250.00
TOTAL	\$2,470.60	\$2,848.35

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; T. Hayberger, Law Director

Erie County

Solid Waste Management District

Board of Directors

Mathew R. Old
Patrick J. Shenigo
William J. Monaghan

554 River Road
Huron, OH 44839

419-433-7303 x2303
FAX: 419-433-6214
Tmcneely@eriecounty.oh.gov
www.ErieCountyRecycles.org

Policy Committee

James A. Guerra
Jeffery L. Ferrell
CJ Kamm
Aaron M. Klein
Robert L. England
Mathew R. Old
Zachary J. Rospert

The Erie County Solid Waste Management District is making available Community Recycling Grants at \$2,500 for qualified recycling projects for Erie County Manipulates. Qualifying recycling project includes:

- Tires
- Appliances
- Yard Waste/Leaves

Please send your invoice after your collection event to Erie County Solid Waste Management District- 554 River Rd. Huron, OH 44839. Events must take place in 2019 and invoice must be sent before December 1, 2019.

If you have any questions regarding the grant please contact me at 419-433-7303 ext. 2303.

Thank you,
Tiffini McNeely
District Coordinator

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 \$2,470.60 and plans to conduct these events again in the Fall and estimates the expenses to be in the amount of \$2,848.35; and

WHEREAS, approval is requested to submit for reimbursement to the Erie County Solid Waste Management District the amount of \$2,470.60 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 2019 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 2019 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.

PAGE 2 - RESOLUTION NO. _____

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 Resolution 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: June 24, 2019 (effective after 30 days)



DEPARTMENT OF FINANCE
HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR

222 Meigs Street
Sandusky, Ohio 44870
Phone (419) 627-5888
Fax (419) 627-5892

TO: Eric L. Wobser, City Manager
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: June 11, 2019
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

The Erie County Budget Commission has determined that a full Tax Budget be submitted for calendar year 2020 by July 20, 2019. Prior to 2011, the Erie County Budget Commission had waived this requirement to submit a full Tax Budget.

The 2012 Tax Budget was approved by resolution (#027-11R) by City Commission on July 11, 2011, the 2013 Tax Budget was approved by resolution (#017-12R) by City Commission on July 9, 2012, the 2014 Tax Budget was approved by resolution (#021-13R) by City Commission on June 24, 2013, the 2015 Tax Budget was approved by resolution (#026-14R) by City Commission on June 23, 2014, the 2016 Tax Budget was approved by resolution (#020-15R) by City Commission on June 22, 2015, the 2017 Tax Budget was approved by resolution (#028-16R) by City Commission on June 27, 2016, the 2018 Tax Budget was approved by resolution (#036-17R) by City Commission on June 26, 2017, and the 2019 Tax Budget was approved by resolution (#024-18R) by City Commission on June 25, 2018.

BUDGETARY INFORMATION:

The Tax Budget will establish initial funding for 2020.

ACTION REQUESTED:

It is recommended that this resolution be approved as soon as possible. The resolution is needed so that the City of Sandusky can comply with the request of the Erie County Budget Commission, in accordance with Ohio Revised Code Sections 5705.28, 5705.29, and 5705.30, by filing the Tax Budget with the County Auditor by July 20, 2019. It is recommended that the City Commission adopt the necessary legislation as an emergency measure and in accordance with Section 14 of the City Charter.

If there are any questions, please contact the Finance Director.

Attachments

CC: Trevor Hayberger, Law Director

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF SANDUSKY FOR THE CALENDAR YEAR 2020; AUTHORIZING THE SUBMISSION OF THE TAX BUDGET TO THE ERIE COUNTY AUDITOR; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Budget Commission has determined that for the CY 2020 Budget, a full Tax Budget is to be submitted to the Erie County Auditor and pursuant to O.R.C. § 5705.30 must be submitted on or before the 20th day of July; and

WHEREAS, prior to 2011, the Erie County Budget Commission had waived the requirements for entities to submit a full tax budget and had only required revenues per fund to be submitted; 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 City's Tax Budget for CY 2020 to the Erie County Auditor by the required deadline of July 20, 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 Municipal Departments, including the Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. This City Commission approves and adopts the City's Tax Budget for CY 2020, a copy of which is marked Exhibit "A" and attached to this Resolution and specifically incorporated as if fully rewritten herein.

Section 2. This City Commission authorizes and directs the Finance Director to deliver a certified copy of this Resolution to the Erie County Auditor.

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

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

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

Passed: June 24, 2019

**CITY OF SANDUSKY
TAX BUDGET - 2020**

Fund	Estimated Unencumbered Balance at 12/31/19	Estimated 2020 Real Estate Property Taxes	Estimated 2020 Local Govt (County)	Estimated 2020 Other	Total Resources For Expenditures	2020 Estimated Expenditures			Estimated Unencumbered Balance at 12/31/20
						Personnel Services	Other	Total Estimated Expenditures	
110 General	4,876,193.44	1,685,285.00	400,000.00	23,262,019.02	30,223,497.46	16,271,584.65	9,319,471.18	25,591,055.83	4,632,441.64
216 Street	66,091.64	-	-	1,729,662.00	1,795,753.64	1,054,732.36	626,394.50	1,681,126.86	114,626.78
217 State Highway	79,646.73	-	-	77,300.00	156,946.73	51,500.00	42,230.00	93,730.00	63,216.73
218 Public Transit	53,520.73	-	-	2,616,174.00	2,669,694.73	118,161.60	2,548,531.06	2,666,692.66	3,002.07
227 Parks & Recreation	22,116.97	-	-	731,883.00	753,999.97	377,958.50	340,827.00	718,785.50	35,214.47
236 Fire Pension	12,370.26	138,517.00	-	753,144.00	904,031.26	823,741.47	49,805.65	873,547.12	30,484.14
237 Police Pension	4,413.72	138,517.00	-	576,024.00	718,954.72	616,509.59	37,807.18	654,316.77	64,637.95
239 State Grants	229,754.43	-	-	155,000.00	384,754.43	-	369,770.00	369,770.00	14,984.43
241 Federal Grants	166,286.68	-	-	1,000,000.00	1,166,286.68	226,600.00	738,000.00	964,600.00	201,686.68
242 Indigent Driver Alcohol	82,613.08	-	-	30,000.00	112,613.08	-	82,400.00	82,400.00	30,213.08
243 Enforcement & Education	14,992.30	-	-	3,000.00	17,992.30	-	1,030.00	1,030.00	16,962.30
244 Court Computer	230,955.25	-	-	26,000.00	256,955.25	10,300.00	25,750.00	36,050.00	220,905.25
245 Indigent Telephone	17,685.35	-	-	1,500.00	19,185.35	-	1,030.00	1,030.00	18,155.35
246 Probation Service	429,788.30	-	-	78,500.00	508,288.30	15,450.00	41,200.00	56,650.00	451,638.30
247 Payroll Stabilization	695,734.24	-	-	50,000.00	745,734.24	149,350.00	-	149,350.00	596,384.24
248 Real Estate Development	248,679.25	-	-	150,000.00	398,679.25	-	257,500.00	257,500.00	141,179.25
430 Capital Improvement	4,647.31	-	-	623,363.00	628,010.31	-	626,300.00	626,300.00	1,710.31
431 Capital Projects	744,122.51	-	-	19,489,000.00	20,233,122.51	108,150.00	18,983,290.00	19,091,440.00	1,141,682.51
432 Tax Increment Dist	25,632.03	-	-	-	25,632.03	-	20,600.00	20,600.00	5,032.03
433 Special Assessments	316,071.75	-	-	355,000.00	671,071.75	267,800.00	113,815.00	381,615.00	289,456.75
434 Bond Retirement Fund	91,215.84	461,722.00	-	1,258,299.00	1,811,236.84	-	1,684,075.75	1,684,075.75	127,161.09
435 Urban Renewal Debt Serv	1,218,090.93	-	-	630,000.00	1,848,090.93	-	1,200,000.00	1,200,000.00	648,090.93
535 Spec Asmnt Bond Retirement	97,175.95	-	-	318,000.00	415,175.95	-	262,838.49	262,838.49	152,337.46
612 Water Revenue Fund	4,614,004.44	-	-	9,866,093.00	14,480,097.44	3,687,547.29	6,252,843.66	9,940,390.95	4,539,706.49
613 Sewer Revenue Fund	5,227,142.47	-	-	12,637,844.00	17,864,986.47	4,065,411.03	9,395,557.00	13,460,968.03	4,404,018.44
701 Internal Service Fund	4,959,894.24	-	-	4,000,000.00	8,959,894.24	-	4,738,000.00	4,738,000.00	4,221,894.24
863 Trust-Expendable	384,704.94	-	-	100,000.00	484,704.94	-	190,035.00	190,035.00	294,669.94
873 Trust-Nonexpendable	130,799.32	-	-	-	130,799.32	-	2,060.00	2,060.00	128,739.32
876 Cemetery Endowment	298,081.64	-	-	40,000.00	338,081.64	51,500.00	22,660.00	74,160.00	263,921.64
880/881 Agency-Treasury	70,805.39	-	-	40,000.00	110,805.39	-	61,800.00	61,800.00	49,005.39
890-898 Agency-Non Treasury	11,887,909.13	-	-	-	11,887,909.13	-	-	-	11,887,909.13
Total	37,301,140.26	2,424,041.00	400,000.00	80,597,805.02	120,722,986.28	27,896,296.49	58,035,621.47	85,931,917.96	34,791,068.33

Certified: Hank S. Solowiej, CPA
Finance Director
City of Sandusky, Erie County, Ohio
Dated: 6/24/19

2019 Year Estimated

2018 Year Actual

2017 Year Actual

Fund	Estimated	Estimated	Estimated	Total	Real Estate	Local	Other	Total	Real Estate	Local	Other	Total
	Real Estate	Local			Property	Govt			Property	Govt		
	Property	(County)			Taxes	(County)			Taxes	(County)		
	Taxes		Other									
110 General	1,685,285.00	400,000.00	22,805,901.00	24,891,186.00	#####	405,284.15	21,467,294.09	23,396,062.10	1,520,725.70	386,815.67	20,882,343.25	22,789,884.62
216 Street	-	-	1,632,162.00	1,632,162.00	-	-	1,440,834.64	1,440,834.64	-	-	1,453,262.11	1,453,262.11
217 State Highway	-	-	77,300.00	77,300.00	-	-	77,384.35	77,384.35	-	-	75,494.24	75,494.24
218 Public Transit	-	-	2,470,000.00	2,470,000.00	-	-	2,566,702.46	2,566,702.46	-	-	2,827,027.81	2,827,027.81
227 Parks & Recreation	-	-	697,850.00	697,850.00	-	-	675,076.64	675,076.64	-	-	519,361.59	519,361.59
236 Fire Pension	138,517.00	-	709,587.00	848,104.00	125,218.64	-	755,108.72	880,327.36	124,998.19	-	724,686.09	849,684.28
237 Police Pension	138,517.00	-	496,742.00	635,259.00	125,218.74	-	575,308.19	700,526.93	124,998.33	-	543,854.30	668,852.63
239 State Grants	-	-	155,000.00	155,000.00	-	-	197,635.99	197,635.99	-	-	466,098.13	466,098.13
241 Federal Grants	-	-	1,000,000.00	1,000,000.00	-	-	996,044.50	996,044.50	-	-	841,867.39	841,867.39
242 Indigent Driver Alcohol	-	-	30,000.00	30,000.00	-	-	28,588.70	28,588.70	-	-	35,738.61	35,738.61
243 Enforcement & Education	-	-	3,000.00	3,000.00	-	-	6,891.50	6,891.50	-	-	6,100.80	6,100.80
244 Court Computer	-	-	26,000.00	26,000.00	-	-	29,901.37	29,901.37	-	-	30,969.70	30,969.70
245 Indigent Telephone	-	-	1,500.00	1,500.00	-	-	-	-	-	-	-	-
246 Probation Service	-	-	78,500.00	78,500.00	-	-	87,602.47	87,602.47	-	-	84,168.86	84,168.86
247 Payroll Stabilization	-	-	50,000.00	50,000.00	-	-	375,000.00	375,000.00	-	-	350,000.00	350,000.00
248 Real Estate Development	-	-	150,000.00	150,000.00	-	-	465,974.00	465,974.00	-	-	-	-
430 Capital Improvement	-	-	610,000.00	610,000.00	-	-	616,039.95	616,039.95	-	-	597,185.36	597,185.36
431 Capital Projects	-	-	17,000,000.00	17,000,000.00	-	-	11,995,013.10	11,995,013.10	-	-	8,407,066.90	8,407,066.90
432 Tax Increment Dist	-	-	-	-	-	-	-	-	-	-	32,763.38	32,763.38
433 Special Assessments	-	-	275,000.00	275,000.00	-	-	471,027.67	471,027.67	-	-	239,245.09	239,245.09
434 Bond Retirement Fund	461,722.00	-	1,173,299.00	1,635,021.00	417,396.43	-	1,218,131.64	1,635,528.07	416,646.75	-	1,192,598.20	1,609,244.95
435 Urban Renewal Debt Serv	-	-	630,000.00	630,000.00	-	-	627,785.75	627,785.75	-	-	632,640.64	632,640.64
535 Spec Asmnt Bond Retirement	-	-	300,000.00	300,000.00	-	-	295,410.30	295,410.30	-	-	314,214.20	314,214.20
612 Water Revenue Fund	-	-	8,866,093.00	8,866,093.00	-	-	7,849,602.59	7,849,602.59	-	-	8,854,439.05	8,854,439.05
613 Sewer Revenue Fund	-	-	11,837,844.00	11,837,844.00	-	-	12,276,817.45	12,276,817.45	-	-	12,187,567.04	12,187,567.04
701 Internal Service Fund	-	-	4,600,000.00	4,600,000.00	-	-	5,160,722.60	5,160,722.60	-	-	5,904,046.53	5,904,046.53
863 Trust-Expendable	-	-	100,000.00	100,000.00	-	-	119,535.29	119,535.29	-	-	137,620.73	137,620.73
873 Trust-Nonexpendable	-	-	-	-	-	-	13,736.54	13,736.54	-	-	10,502.96	10,502.96
876 Cemetery Endowment	-	-	40,000.00	40,000.00	-	-	66,141.80	66,141.80	-	-	41,296.30	41,296.30
880/881 Agency-Treasury	-	-	40,000.00	40,000.00	-	-	42,700.48	42,700.48	-	-	43,484.92	43,484.92
890-898 Agency-Non Treasury	-	-	-	-	-	-	-	4,287,339.94	-	-	4,049,584.42	4,049,584.42
	2,424,041.00	400,000.00	75,855,778.00	78,679,819.00	#####	405,284.15	70,498,012.78	77,381,954.54	2,187,368.97	386,815.67	71,485,228.60	74,059,413.24

2019 Estimated Expenditures				2018 Actual Expenditures			2017 Actual Expenditures		
Fund	Personnel Services	Other	Total	Personnel Services	Other	Total	Personnel Services	Other	Total
110 General	15,797,655.00	9,092,167.00	24,889,822.00	14,131,160.05	9,119,344.58	23,250,504.63	14,174,905.92	8,373,135.41	22,548,041.33
216 Street	1,024,012.00	608,150.00	1,632,162.00	788,864.98	651,879.58	1,440,744.56	910,491.34	529,178.10	1,439,669.44
217 State Highway	50,000.00	41,000.00	91,000.00	43,523.04	39,687.14	83,210.18	51,045.03	23,445.07	74,490.10
218 Public Transit	114,720.00	2,474,302.00	2,589,022.00	111,281.03	2,290,891.37	2,402,172.40	80,369.60	2,742,092.54	2,822,462.14
227 Parks & Recreation	366,950.00	330,900.00	697,850.00	375,806.58	288,522.38	664,328.96	250,855.81	271,499.65	522,355.46
236 Fire Pension	799,749.00	48,355.00	848,104.00	827,616.10	51,832.24	879,448.34	795,250.94	53,052.56	848,303.50
237 Police Pension	598,553.00	36,706.00	635,259.00	660,952.79	39,094.84	700,047.63	628,364.41	40,048.40	668,412.81
239 State Grants	-	359,000.00	359,000.00	-	368,058.35	368,058.35	32,434.12	286,027.06	318,461.18
241 Federal Grants	220,000.00	788,000.00	1,008,000.00	207,618.29	655,396.34	863,014.63	215,477.06	1,699,616.14	1,915,093.20
242 Indigent Driver Alcohol	-	80,000.00	80,000.00	-	67,182.82	67,182.82	-	106,613.94	106,613.94
243 Enforcement & Education	-	1,000.00	1,000.00	-	-	-	-	82,431.23	82,431.23
244 Court Computer	10,000.00	25,000.00	35,000.00	5,149.29	20,658.31	25,807.60	5,225.49	18,993.69	24,219.18
245 Indigent Telephone	-	1,000.00	1,000.00	-	-	-	-	-	-
246 Probation Service	15,000.00	40,000.00	55,000.00	11,002.05	1,485.66	12,487.71	41,300.70	2,327.53	43,628.23
247 Payroll Stabilization	145,000.00	-	145,000.00	68,973.51	-	68,973.51	180,568.10	-	180,568.10
248 Real Estate Development	-	250,000.00	250,000.00	-	117,294.75	117,294.75	-	-	-
430 Capital Improvement	-	610,000.00	610,000.00	-	614,994.79	614,994.79	-	595,970.33	595,970.33
431 Capital Projects	105,000.00	21,343,000.00	21,448,000.00	84,318.73	9,588,378.99	9,672,697.72	54,850.86	10,289,107.51	10,343,958.37
432 Tax Increment Dist	-	20,000.00	20,000.00	-	-	-	-	2,778.64	2,778.64
433 Special Assessments	260,000.00	110,500.00	370,500.00	248,138.11	56,682.11	304,820.22	235,396.11	74,133.19	309,529.30
434 Bond Retirement Fund	-	1,635,025.00	1,635,025.00	-	1,636,052.53	1,636,052.53	-	1,595,457.83	1,595,457.83
435 Urban Renewal Debt Serv	-	431,455.00	431,455.00	-	431,137.47	431,137.47	-	430,469.73	430,469.73
535 Spec Asmnt Bond Retirement	-	255,183.00	255,183.00	-	293,832.96	293,832.96	-	301,524.28	301,524.28
612 Water Revenue Fund	3,580,143.00	6,070,722.00	9,650,865.00	3,040,730.74	4,742,044.39	7,782,775.13	3,008,595.24	5,516,428.37	8,525,023.61
613 Sewer Revenue Fund	3,947,001.00	9,121,900.00	13,068,901.00	3,294,494.41	7,944,358.32	11,238,852.73	3,209,219.11	7,353,032.25	10,562,251.36
701 Internal Service Fund	-	4,600,000.00	4,600,000.00	-	4,313,137.93	4,313,137.93	-	4,124,991.23	4,124,991.23
863 Trust-Expendable	-	184,500.00	184,500.00	-	90,399.02	90,399.02	-	139,188.17	139,188.17
873 Trust-Nonexpendable	-	2,000.00	2,000.00	-	-	-	-	780.90	780.90
876 Cemetery Endowment	50,000.00	22,000.00	72,000.00	40,649.59	4,737.03	45,386.62	44,695.08	10,317.86	55,012.94
880/881 Agency-Treasury	-	60,000.00	60,000.00	-	29,599.72	29,599.72	-	33,179.19	33,179.19
890-898 Agency-Non Treasury	-	-	-	-	4,267,947.84	4,267,948	-	3,918,873.28	3,918,873.28
	27,083,783.00	58,641,865.00	85,725,648.00	23,940,279.29	47,724,631.46	71,664,910.75	23,919,044.92	48,614,694.08	72,533,739.00



COMMUNITY DEVELOPMENT

Matthew D. Lasko
Chief Development Officer
mlasko@ci.sandusky.oh.us

222 Meigs Street
Sandusky, Ohio 44870
419-627-5707
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: June 12, 2019

Subject: Commission Agenda Item – Abatement and Demolition of 624 Camp Street – Change Order.

Item for Consideration: Ordinance authorizing and directing the City Manager to approve Change Order #1 for asbestos abatement and demolition of 624 Camp Street.

Background Information: On April 8, 2019, the City Commission authorized the City Manager to enter into a contract with Barnes Nursery (the “Company”) for asbestos abatement and demolition of 624 Camp Street after a public bidding process. The property caught fire in 2018 and the City, based on inspection by the Chief Building Official, determined the property to be over 50% deteriorated, damaged and decayed. The City formally entered into contract with the Company on May 1, 2019 for a cost of \$19,232.00.

The contract called for a completion date of May 31, 2019. The Company has completed the asbestos abatement of the property. The demolition portion of the contract has not been completed because the contractor is awaiting a utility disconnection which is taking longer than anticipated. Therefore, the recommendation is to extend the completion deadline to July 15, 2019.

Budgetary Information: There is no budgetary impact with this legislation. This is merely impacting the deadline for completion.

Action Requested: It is requested that the proper legislation be prepared to permit the City Manager to approve Change Order #1 for the asbestos abatement and demolition of 624 Camp Street with Barnes Nursery and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately approve the change order to extend the project completion date to July 15, 2019, to allow the contractor additional time to complete the project and avoid being charged for liquidated damages pursuant to the contract documents for completion work beyond the original completion date of May 31, 2019.

I concur with this recommendation:

Eric Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

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

CITY OF SANDUSKY, OHIO
DEPARTMENT OF PUBLIC WORKS

Project: Asbestos Abatement and the Demolition of 624 Camp Street
Construction Work Order No.: 1

Contractor: Barnes Nursery, Inc.
3511 Cleveland Rd, West
Huron, OH 44839

CONTRACT: 2919
ORDINANCE NO. 19-066

STREET OR LOCATON OF WORK: 624 Camp Street

Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

[illegible]

Explanation: Change order & Contingency reflects work performed in the field.

Total Difference	\$ -
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Accepted: Frank Leon BARNES NURSERY Date: JUNE 3, 2019
Contractor

Accepted: _____ Date: _____, 2019
City Engineer

Original Contract Price =	\$	19,232.00
Contract Price after CO1 =	\$	19,232.00
% Increase =		0.0%
Original Budget/Estimate =	\$	19,232.00
% Increase =		0.0%

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK BEING PERFORMED BY BARNES NURSERY OF HURON, OHIO, FOR THE ASBESTOS ABATEMENT AND DEMOLITION OF 624 CAMP STREET 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 for the City to proceed with the proposed Asbestos Abatement and Demolition of 624 Camp Street Project by Resolution No. 006-19R, passed on January 28, 2019; and

WHEREAS, the Asbestos Abatement and Demolition of 624 Camp Street involves the asbestos abatement and demolition of a single-family structure which caught fire in 2018 and is located at 624 Camp Street and identified as Parcel No. 59-00493.000; and

WHEREAS, this City Commission approved the awarding of the contract to Barnes Nursery of Huron, Ohio, for work to be performed for the Asbestos Abatement and Demolition of 624 Camp Street Project by Ordinance No. 19-066, passed on April 8, 2019; and

WHEREAS, this First Change Order provides for an extension in the final completion date from May 31, 2019, until July 15, 2019, to allow the contractor additional time to complete the demolition work as the project has been delayed waiting for a utility disconnection; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the change order to extend the project completion date which allows the contractor to complete the work beyond the original completion date of May 31, 2019, and avoid being charged for liquidated damages pursuant to the contract documents; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order extending the final completion date from May 31, 2019,

until July 15, 2019, for work being performed by Asbestos Abatement and Demolition of 624 Camp Street Project.

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.

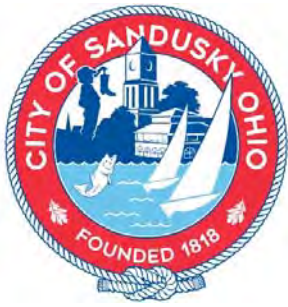
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: June 24, 2019



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Angela Byington, Planning Director

Date: June 12, 2019

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2019 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 Service.

Background Information: The Erie County Health Department was awarded \$5,000 for the CDBG FY19 Program Year to implement the 2-1-1 Information and Referral Service. The FY19 Program Year runs from July 1, 2019 to June 30, 2020.

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 for CDBG Program Year FY2019. 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, 2020 deadline.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Planning Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ERIE COUNTY 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 FY2019 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, 2020; 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 FY2019 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: June 24, 2019

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2019, 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, 2019 THROUGH AND INCLUDING June 15, 2020. All invoices for reimbursement shall be submitted by June 15, 2020 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, 2020.**

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

Trevor Hayberger
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.

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	375
2	375
3	375
4	375

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$0	\$4,000	\$4,000
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	\$15,000	\$20,000
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	\$19,000	\$24,000

CDBG % of Total Budget: 21%

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

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

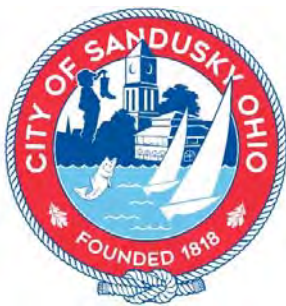
In the matter of: Erie County Health Dept - 2-1-1

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

8 2019
Date



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Angela Byington, Planning Director

Date: June 12, 2019

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2019 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 \$30,000 for the CDBG FY19 Program Year to implement the Meals on Wheels Program. The FY19 Program Year runs from July 1, 2019 to June 30, 2020.

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 \$30,000 for the Meals on Wheels Program for CDBG Program Year FY2019. 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, 2020 deadline.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Planning Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ERIE COUNTY SENIOR CENTER TO ASSIST WITH THE MEALS ON WHEELS PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$30,000.00 FROM THE FY2019 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 \$30,000.00 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 the City of 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, 2020; 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** Thirty Thousand and 00/100 Dollars (\$30,000.00) from the FY2019 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: June 24, 2019

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2019, 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, 2019 THROUGH AND INCLUDING June 15, 2020. All invoices for reimbursement shall be submitted by June 15, 2020 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 thirty-thousand dollars and no cents (\$30,000.00).

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, 2020.**

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 \$30,000.00 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

Trevor Hayberger
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$30,000.00 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 Served
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	\$30,000.00	\$111,900.00	\$141,900.00
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	\$30,000.00	\$111,900.00	\$141,900.00

CDBG % of Total Budget: 21%

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.

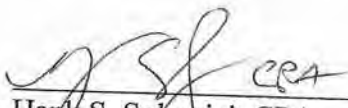
Erie County Senior Center

Date

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Erie County Senior Center - Meals on Wheels

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

6-20-19
Date



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Angela Byington, Planning Director

Date: June 12, 2019

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2019 Community Development Block Grant (CDBG) – OHgo Subrecipient Agreement (OHgo Mobile Food Pantry and Market)

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 Mobile Food Pantry and Market.

Background Information: OHgo was awarded \$15,000 for the CDBG FY19 Program Year to implement the OHgo Mobile Food Pantry and Market. The FY19 Program Year runs from July 1, 2019 to June 30, 2020.

The OHgo Mobile Food Pantry and Market helps fight food insecurity in Sandusky and strengthens development of at risk students and parenting skills as well as supports 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 Mobile Food Pantry and Market for CDBG Program Year FY2019. 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, 2020 deadline.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Planning Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH OHGO TO ASSIST WITH THEIR MOBILE FOOD PANTRY AND MARKET PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$15,000.00 FROM THE FY2019 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 Mobile Food Pantry and Market 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 continue this program and to expend the funds before the deadline of June 30, 2020; 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 Mobile Food Pantry and Market 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 FY2019 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: June 24, 2019

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Otgo mobile food pantry

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.

H. S. Solowiej, CPA
Hank S. Solowiej, CPA
Finance Director

6-20-19
Date

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2019, 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 Mobile Food Pantry and Market;

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, 2019 THROUGH AND INCLUDING June 15, 2020. All invoices for reimbursement shall be submitted by June 15, 2020 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, 2020.**

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

Trevor Hayberger
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 Mobile Food Pantry and Market helps fight food insecurity in Sandusky and strengthens development of at risk students and parenting skills as well as supports families who have difficulty accessing mainstream services by bringing community services with the food pantry.

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

Program Year Quarter	Projected Outcome of Individuals Served
1	375
2	375
3	375
4	375

**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	\$20,000	\$35,000
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$0	\$45,000	\$45,000
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Capital Improvement Costs	\$0	\$0	\$0
Operational Costs	\$0	\$45,000	\$45,000
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	\$110,000	\$125,000

CDBG % of Total Budget: 12%

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

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Otgo mobile food pantry

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.

H. S. Solowiej, CPA
Hank S. Solowiej, CPA
Finance Director

6-20-19
Date

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Erie County Senior Center - Meals on Wheels

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

6-20-19
Date

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) 644-7166

TO

1968730		TRFO	JAX BAR LLC
PERMIT NUMBER		TYPE	DBA JAX BAR
02	01	2019	123 MARKET ST
ISSUE DATE			SANDUSKY OH 44870
06	10	2019	
FILING DATE			
D5J D6			
PERMIT CLASSES			
22	077	B	F22502
TAX DISTRICT			RECEIPT NO.

FROM 06/12/2019

4235201			JAMI S TALLMAN LTD LLC
PERMIT NUMBER		TYPE	DBA SCARLETT O HAIR SALON
02	01	2019	& PATIO
ISSUE DATE			123 W MARKET ST 1ST FL
06	10	2019	SANDUSKY OH 44870
FILING DATE			
D5J D6			
PERMIT CLASSES			
22	077		
TAX DISTRICT			RECEIPT NO.



MAILED 06/12/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/15/2019

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 1968730

(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**

1968730

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

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 1968730; Name: JAX BAR LLC; DBA: DBA JAX BAR; Address: 123 MARKET ST SANDUSKY 44870		
JAMI TALLMAN	MANAGE MEM	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: Greg Voltz
Sent: Wednesday, June 19, 2019 4:43 PM
To: Kelly Kresser; John Orzech; Stephen Rucker
Cc: Angela Byington; Thomas Horsman
Subject: Re: Liquor Permit Transfer

This property is currently zoned Downtown Business and Planning Staff has no objections to this transfer.

From: Kelly Kresser
Sent: Tuesday, June 18, 2019 2:44:15 PM
To: John Orzech; Stephen Rucker; Greg Voltz
Subject: Liquor Permit Transfer

Attached is a liquor permit transfer of ownership for Jax Bar LLC, 123 West Market Street.

Please provide comments at your earliest convenience.

Kelly Kresser

From: Stephen Rucker
Sent: Tuesday, June 18, 2019 3:09 PM
To: Kelly Kresser; John Orzech; Greg Voltz
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: Tuesday, June 18, 2019 2:44 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a liquor permit transfer of ownership for Jax Bar LLC, 123 West Market Street.

Please provide comments at your earliest convenience.

Kelly Kresser

From: John Orzech
Sent: Tuesday, June 18, 2019 3:14 PM
To: Kelly Kresser
Subject: RE: Liquor Permit Transfer

No issues from police



John Orzech | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us



From: Kelly Kresser
Sent: Tuesday, June 18, 2019 2:44 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a liquor permit transfer of ownership for Jax Bar LLC, 123 West Market Street.

Please provide comments at your earliest convenience.



COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager
From: John Storey, Economic Development Specialist
Date: June 12, 2019
Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and Custom Sign & Design, LLC

Items for Consideration: Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and Custom Sign & Design, LLC (“Custom Sign”), an Ohio Limited Liability Company, for the purposes of furthering economic development efforts in the City.

Background Information: Custom Sign purchased the dual buildings located at 1030 Hayes Avenue, for the purposes of moving its business and operations to the vacant property to fabricate signage, primarily high-density polyethylene signage. Led by its President and local business leader, Mr. Jeff Krabill, Custom Sign is renovating the building(s) to serve as its organizational headquarters and eliminating blight and taking an abandoned commercial property and transforming it in terms of visual perspective and commercial relevance.

Custom Sign must complete three primary building renovations to be able to operate at 1030 Hayes Avenue. The renovations that will be completed prior to year-end 2019 are as follows: (i) upgrading the electrical capacity and service to the site; (ii) constructing a soundproof corridor between the two buildings to enclose the operating equipment- namely the compressor and vacuum pump; and (iii) purchasing and installing a second computer numerical controller and table to service the increased business. Total project costs are estimated at approximately \$83,085.00 (not including building acquisition costs). Staff recommends that the City Commission approve a grant of up to \$15,000.00 to assist with the building renovations on a reimbursable basis at the completion of the project.

The above grant is conditioned upon the applicant complying with all Planning and Zoning codes and other applicable codes and regulations of the City and displaying signage noting the City of Sandusky’s support. The project is expected to be complete by December 31, 2019. The application and grant amount was approved at the June 11, 2019 Economic Development Incentive Committee meeting, in accordance with the Sandusky City Economic Development Programs.

Budgetary Information: The City will be responsible for providing a total of \$15,000.00 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with Custom Sign. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the grant agreement to allow Custom Sign to move forward with budgetary planning and facilitate rehabilitation.

John Storey
Economic Development Specialist

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Trevor Hayberger, Law Director
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE SMALL BUSINESS ASSISTANCE GRANT PROGRAM TO CUSTOM SIGN & DESIGN, LLC., IN RELATION TO THE PROPERTY LOCATED AT 1030 HAYES AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Custom Sign & Design, LLC, was founded in 2018 by Jeff Krabill, to purchase the assets of Ability Works, Inc.'s sign shop and business and to run and operate a fabrication shop for high-density polyethylene signage; and

WHEREAS, Custom Sign & Design, LLC, has acquired the property located at 1030 Hayes Avenue and plans to make renovations involving the upgrading of electrical capacity and service to the site, constructing a soundproof corridor between the two (2) buildings to enclose operating equipment, and the purchase and installation of a second computer numerical controller and table to service the increased business; and

WHEREAS, it has been determined that the development of this property with the project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City; and

WHEREAS, the Economic Development Incentive Committee met on June 11, 2019, and is recommending to approve a grant to Custom Sign & Design, LLC, in the amount of \$15,000.00, in accordance with the Sandusky City Economic Development Programs, to assist with costs for the renovations for the purpose of furthering economic development efforts in the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Grant Agreement and allow Custom Sign & Design, LLC, to move forward with budgetary planning and facilitate rehabilitation; 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 authorizes and directs the City Manager to enter into a Grant Agreement with Custom Sign & Design, LLC., for financial assistance through the Small Business Assistance Grant Program for the purpose of furthering economic development efforts in the City, substantially in the same form

as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Custom Sign & Design, LLC., in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements;

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

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

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

Passed: June 24, 2019

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2019 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and CUSTOM SIGN & DESIGN, LLC, ("the Company"), an Ohio limited liability company.

WITNESSETH:

WHEREAS, the Company was founded in 2018 by Jeff Krabill, its President, to purchase the assets of Ability Works, Inc.'s sign shop and business to run and operate a fabrication shop for high-density polyethylene signage (the "Business");

WHEREAS, the Company has acquired and will be renovating the dual vacant buildings located at 1030 Hayes Avenue and once completed, the buildings shall serve as the Company headquarters (the "Property");

WHEREAS, the Company has construction, build-out, and depreciable capital equipment costs associated with relocating to the Property and shall be undertaking this extensive renovation concurrent with the execution of this Agreement. All of the aforementioned shall hereinafter be referred to as the "Project"; and

WHEREAS, to induce the Project, the City has agreed to provide an economic incentive grant to the Company to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

WHEREAS, the City has determined that the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties hereto agree as follows:

Section 1. City Grant.

The City agrees to grant up to \$15,000.00 to the Company toward the costs of the Project through the Small Business Assistance grant program, (the "City Grants"), payable upon completion. The City Grants will be expensed from the Economic Development Capital Projects account (#431-4070-53000). This grant amount will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to adjust the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the Project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which would include, but not limited to, compliance with all Planning and Zoning codes and other applicable codes and

regulations of the City of Sandusky, including obtaining permits. The Project must be completed by December 31, 2019. This date may be extended at the discretion of the City Manager. Furthermore, the Company agrees to display a sign for at least one year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to the construction and Project costs. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the condition set forth in this Section and, if not, describe what is found to be deficient.

The City shall pay the City Grant by check in the name of the Company placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 below.

Section 2. Authority to Sign.

The Company and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

Section 3. Assignment or Transfer.

The Company agrees that this Agreement is not transferable or assignable without the express, written approval of the City Manager.

Section 4. Choice of Law.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

Section 5. Binding Agreement.

This Agreement shall be binding on each of the parties and their respective successors and assigns.

Section 6. Miscellaneous.

(a) **Notice.** Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

- (i) TO THE CITY: City Manager
c/o Economic Development Specialist

John Storey
City of Sandusky, Ohio
City Building
222 Meigs Street
Sandusky, OH 44870

- (ii) TO THE COMPANY: CUSTOM SIGN & DESIGN, LLC
c/o: Mr. Jeff Krabill, President
1030 Hayes Avenue
Sandusky, Ohio 44870

Any party may change its address for notice purposes by providing written notice of such change to the other party.

(b) Amendments. This Agreement may only be amended by written instrument executed by all parties.

(c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

(d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

Signatures Executed on the Following Page

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

CUSTOM SIGN & DESIGN, LLC
an Ohio limited liability company

By: _____
TITLE: PRESIDENT

CITY OF SANDUSKY, OHIO

By: _____
City Manager


The legal form of the within instrument
Is hereby approved.

Director of Law
City of Sandusky

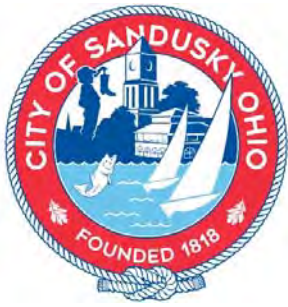
**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Custom Sign & Design LLC grant

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.


Hank S. Solowiej, CPA
Finance Director

6-20-19
Date



COMMUNITY DEVELOPMENT DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
(419) 627-5715
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Matt Lasko, Chief Development Officer

Date: June 10, 2019

Subject: Commission Agenda Item – Contract – Demolition Project #1.

Item for Consideration: Resolution of necessity for the CDBG FY18 –Demolition Project #1, involving asbestos abatement and demolition of six (6) properties.

Background Information: City Commission previously approved soliciting bids for the asbestos abatement and demolition of seven (7) properties. One of those properties, 405-07 Tiffin Avenue has since been acquired and demolished by the Erie County Land Reutilization Corporation. Of the remaining properties, five (5) of the properties are privately owned and have been issued demolition orders directly by the City or Housing Appeals Board, while one of the properties, 707 Warren Street, is owned by the City. Additionally, five (5) of the properties are residential and one (1) property, 707 Warren Street, is a commercial property. The six (6) remaining properties are:

1. 2014 Wilson Street, Sandusky, OH 44870
2. 722 Wayne Street, Sandusky, OH 44870
3. 1222 Milan Road, Sandusky, OH 44870
4. 1830 Second Street, Sandusky, OH 44870
5. 816 W. Market Street, Sandusky, OH 44870
6. 707 Warren Street, Sandusky, OH 44870

Results of the bids, opened on June 6th, 2019 were as follows:

Company	Location	Bid	Local Pref. Discount	Total	Bond
Deitering Landscaping, Inc.	Leipsic, OH	\$ 93,500.00	\$	\$ 93,500.00	100%
Barnes Nursery, Inc.	Huron, OH	\$ 130,472.00	\$	\$ 130,472.00	100%
Pro Supply, Inc.	Cleveland, OH	\$ 89,081.00	\$	\$ 89,081.00	100%
Ed Burdue and Co.	Sandusky, OH	\$ 95,205.00	\$	\$ 95,205.00	100%

Pro Supply, Inc. of Cleveland, Ohio was determined to be the lowest and best bid.

Budgetary Information: The total cost for this project including advertising and miscellaneous expenses is \$89,261.40. The cost for five (5) of the demolitions will be paid with FY18 Community Development Block Grant Funds totaling \$76,517.40, 707 Warren Street will be demolished using the Real Estate Fund totaling \$12,744. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

Action Requested: It is requested that the proper legislation be approved to permit the City Manager to enter into contract with Pro Supply, Inc. for asbestos abatement and demolition of six (6) properties and that legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

Eric Wobser
City Manager

Matt Lasko
Chief Development Officer

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Trevor Hayberger, Law Director
Angela Byington, Planning Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRO SUPPLY, INC., OF CLEVELAND, OHIO, FOR THE CDBG FY18 DEMOLITION PROJECT #1; 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 for the City to proceed with the proposed CDBG FY18 Demolition Project #1 by Resolution No. 008-19R, passed on February 25, 2019, which involved the asbestos abatement and demolition of six (6) residential structures and one (1) commercial structures; and

WHEREAS, one of the residential properties, located at 405-407 Tiffin Avenue, has since been acquired and demolished by the Erie County Land Reutilization Corporation; and

WHEREAS, the remaining five (5) residential structures were condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 2014 Wilson Street, 722 Wayne Street, 1222 Milan Road, 1830 Second Street, and 816 W. Market Street, and the commercial structure located at 707 Warren Street and is owned by the City; and

WHEREAS, upon competitive bidding as required by law four (4) appropriate bids were received and the bid from Pro Supply, Inc., of Cleveland of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost for the project, based on bids and including advertising and miscellaneous costs, is \$89,261.40 and the costs for the residential demolitions will be paid with FY18 Community Development Block Grant (CDBG) funds in the amount of \$76,517.40, and the cost for the commercial demolition will be paid with Real Estate Funds in the amount of \$12,744.00; and

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

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 Pro Supply, Inc., of Cleveland, Ohio, for the CDBG FY18 Demolition Project #1, in an amount **not to exceed** Eighty Nine Thousand Eighty One and 00/100 Dollars (\$89,081.00) consistent with the bid submitted by Pro Supply, Inc., of Cleveland, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

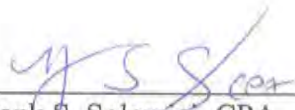
ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: June 24, 2019

***CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE***

In the matter of: CDBG Demolition Project #1

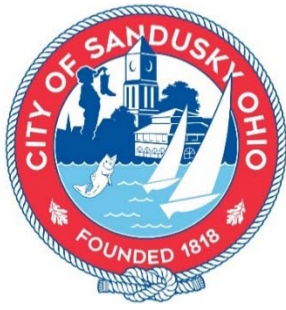
It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

6-11-19

Date



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E

Date: June 12, 2019

Subject: Commission Agenda Item- Professional Design Services Agreement with The Mannik & Smith Group, Inc. (Mannik Smith Group) for the Meigs Street Reconstruction & Multi-Use Path Project, PID 105033

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Design Services Agreement for the design of the Meigs Street Reconstruction & Multi-Use Path PID 105033 with Mannik Smith Group of Maumee, Ohio.

In September of 2016, the City of Sandusky applied to the Ohio Department of Transportation for financial assistance for the Meigs Street Reconstruction & Multi-Use Path. Meigs St. is a highly used collector roadway in poor condition. The portion of road and curbing, between Washington and Water Street will see work similar to recently completed Venice Heights Boulevard. The Southern portion of road and curbing, between Washington and Sycamore Line will see 2.5" milling and asphalt paving.

The design service elements include design, environmental, right of way and survey work for all improvements on Meigs between Water St. and Sycamore Line, including roadway reconstruction and associated drainage North of Washington St., pavement mill and overlay from Washington St. to Sycamore Line, pavement marking and signing, a multi-use path, sidewalk and curb ramp repairs or replacement as needed, drive repairs, tree removals and replanting. Landscaping, hardscaping and benches at two bus stops.

The City of Sandusky accepted Statements of Qualifications to obtain design services for the Meigs Street Reconstruction & Multi-Use Path Project. Mannik Smith Group. was selected using a qualifications based selection process as described in Chapter 141 of the City's Codified Ordinances. Ten engineering firms submitted qualifications and based on the firm's experience, ability to perform, personnel experience, and overall project scope Mannik Smith Group was determined to be the most qualified firm. Mannik Smith Group will be providing the design services per the City of Sandusky and Ohio Department of Transportation (ODOT) requirements.

BUDGETARY INFORMATION: The not to exceed cost for professional design services is \$339,690.92. **The City's share of this amount is \$23,549.35, of which \$16,485.00 is coming from Capital Projects Funds (Issue 8 – Street) and \$7,064.35 is coming from Capital Projects Funds (Issue 8 - Sandusky Bay Pathway).** This remaining portion of the project will be funded with **State** and Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT). The total funding **estimated for design services, construction and inspection costs** is capped at \$1,517,158.52.

ACTION REQUESTED: It is recommended that an ordinance for a professional design services contract for the Mannik Smith Group for Meigs Street Reconstruction & Multi-Use Path in amount of \$339,690.92 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the design services and to meet the ODOT schedule deadline of having an authorized design consultant by July 1, 2019.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

June 17, 2019

Aaron Klein, PE, Director of Public Works
City of Sandusky
222 Meigs Street
Sandusky, OH 44870



RE: Scope and Fee – ERI-CR0505-0.00 Meigs Street | PID No. 105033

Dear Mr. Klein:

A busy neighborhood thoroughfare, Meigs Street provides access to a number of local points of interest ranging from the Sandusky Sailing Club and Maritime Museum to municipal offices and the local police department. Therefore, improvements to this section of roadway will be very visible and appreciated by Sandusky residents. The Mannik & Smith Group, Inc., (MSG) has researched the design requirements planned for Meigs Street and the challenges that may be encountered during the design process. Working with our subconsultants, TranSystems Corporation (TranSystems) and TranSystems Real Estate Consulting, Inc. (TREC), we look forward to developing a detailed and comprehensive design for the improvements and offer the City of Sandusky the following benefits:

- ✓ – Our Project Manager, Beth Thornton, PE, has managed and prepared roadway improvement and shared use plans for numerous municipalities. She will be managing a team of transportation engineers, environmental scientists and right-of-way professionals prequalified by the Ohio Department of Transportation (ODOT) with priority assignment to the Meigs Street project. Beth has also completed US Department of Transportation, National Highway Institute coursework in Designing for Pedestrian Safety and Bicycle Facility Design.
- ✓ – We have worked with local entities on hundreds of government-funded LPA projects and have consistently met review agency deadlines and schedules. Along with TranSystems, we hold nearly every ODOT engineering and environmental prequalification, which enables us to rely on trusted, in-house experts for immediate consultation whenever needed.
- ✓ – MSG has established a productive and successful working relationship with the City of Sandusky. Our ongoing community-wide assessment activities funded by the USEPA, our Abandoned Gas Station work, as well as assistance with exploring plans for a community-wide trash and recycling program demonstrate our ability to meet deadlines and effectively communicate with City leaders and other local stakeholders.


We look forward to serving the City of Sandusky on this important project. Please do not hesitate to contact us with any further questions.

MSG appreciates the opportunity to provide this proposal and looks forward to serving the City of Sandusky. Please do not hesitate to contact the undersigned if you have any questions or would like additional information.

Sincerely,

Beth A. Thornton, PE
Project Manager

Steven R. Bergman, PE
Principal/Vice President

 1800 Indian Wood Circle, Maumee, Ohio 43537 Tel: 906.281.3404 www.MannikSmithGroup.com		AGREEMENT FOR PROFESSIONAL SERVICES MSG Proposal No.: OP190339 Date: June 17, 2019	
CLIENT:	City of Sandusky, OH		
CLIENT CONTACT:	Mr. Aaron Klein, PE		
ADDRESS:	222 Meigs St	CITY, STATE ZIP:	Sandusky, OH 44870
PHONE:	419-627-5829	EMAIL:	aklein@ci.sandusky.oh.us
PROJECT NAME:	PID 105033 SAND-Meigs St		

BACKGROUND

The current configuration of Meigs Street between East Water Street and East Washington Street is a 36-ft wide urban corridor with an average daily traffic (ADT) of 4550 and a posted 25mph speed limit. The existing pavement surface is concrete and is in very poor condition with integral rolled curb on both sides. Roadway stormwater is conveyed through closed drainage systems with curb inlets. There is an existing 10-ft wide multi-use path with a five-ft tree lawn on the east side of the roadway and six-ft wide sidewalk and eight-ft tree lawn on the west side of the roadway. The multi-use path turns east into Battery Park near the intersection with East Market Street, and a six-ft sidewalk with an eight to 10-ft tree lawn continues south to 1st Street. From Washington Street to 1st Street, the roadway width narrows to 32-ft and the sidewalk on the west narrows to four-ft with a 10-ft tree lawn on the west side. An existing sidewalk is not present along the east side from 1st Street to Sycamore Line. Curb ramps in various conditions are present throughout the corridor, with some of the curb ramps being non-compliant with ADA standards. Existing aerial utilities run along the west side of the roadway and various underground utilities are present throughout the corridor. Battery Park and accesses to waterfront facilities are located on the east side of Meigs Street between East Water Street and East Washington Street. Two bus stops, several businesses, the City of Sandusky offices, and multiple residences are located along the corridor.

OBJECTIVE

Our team will begin by completing a thorough survey and inventory of assets along the corridor, including intersecting street geometry and pavement surfacing, sidewalk curb ramps, driveway access, drainage, utilities, signing, existing trees, existing public facilities, and turn lanes. We will develop a staged plan of construction, which could include part-width, closure with detour, or a combination of either approach. We will pay special attention to local event scheduling, such as Ohio Bike Week in May and the Stars and Stripes Celebration on July 4, when planning staged construction to reduce impacts to the City of Sandusky and its users, especially in the Battery Park area. Additionally, we understand that similar projects within the project area are also under development and we will work with City officials and adjoining design firms to coordinate project activities, thus reducing disruption to users. We will maintain access to commercial and residential drives to the greatest extent possible.

Our drainage team will evaluate the existing drainage systems, determine their existing capacity, and make recommendations for improvement. We expect that upgrades will be necessary to accommodate the requirements of green infrastructure improvements that will be included in the tree lawns. Existing inlets will be checked for capacity and will need to be replaced or adjusted to match the new pavement surface. Construction of the wider shared use path will likely require removal of existing trees. New trees in appropriate grades and boxes can be included in the plan to replace removed trees and enhance the aesthetics of the neighborhood.



The area on Meigs Street between 1st Street and Sycamore Line does not currently have a sidewalk or shared use path on the east side of the roadway. The distance to the houses measures approximately 20 feet, which provides enough room for a 10-ft path and five-ft tree lawn, except where the street widens to accommodate a right turn taper onto 1st Street. Further examination of the Sandusky Bay Pathway project plan shows that path turning onto Garfield Avenue, crossing to the east side of Sycamore Line and continuing on the north side of 1st Street. We will coordinate with City of Sandusky staff to ensure a safe and constructible path is developed, especially in this area.

With the required environmental investigations and documentation following ODOT's environmental and NEPA process, much of the environmental effort will be completed at the screening level. The project area setting is characterized as predominately residential with some light commercial/retail. A Regulated Material Review (RMR) screening and ecological exemption are anticipated for the project. Battery Park, Sandusky Bay Pavilion, the Bayfront Corridor, an existing multi-use path, and the National Register listed Engine House No.3 are located with the project limits. A key aspect of the environmental effort will be understanding the project design impacts on these Section 4(f) recreational and cultural resources early on in the project design. By avoiding or minimizing involvement, a Section 4(f) No-Use or De Minimis determination can be achieved, resulting in a low-level C2 CE document. Chris Owen, MSG's NEPA task manager will guide the team through the environmental and Section 4(f) process and work with the design team to ensure your project's success.

SCOPE OF WORK

Right of Way and Survey Development

Provide topographic survey and prepare an electronic base sheet drawing as required by the City of Sandusky for use in plan development. The survey limits are determined based on the requested boundaries provided within the Scope of Services.

Topo Survey Work:

- Set site control and run a bench circuit to site control points
- Perform Topographic survey by taking cross sections every 50' throughout the survey area
- Pick up breaklines and Topographic features such as curbs, sidewalks, buildings, & locate trees
- Provide a 3D basemap in Microstation, along with a Geopak surface tin file.

Boundary Survey Work:

- Obtain property line monumentation and adequate research to determine the right of way.
- Create a basemap showing the right of way.
- It is assumed that right-of-way will not be required for this project.

Roadway Design and Environmental Scope of the work includes:

1. Establishing the existing centerline of right-of-way from existing records
2. Establishing existing lot lines / parcel lines
3. Establish existing right-of-way lines sufficient to provide right-of-way control letter compliant with ODOT's office of real estate policy and procedures manual
4. Storm sewer design and calculations to verify existing drainage is adequate and provide outlet for proposed BMPs, including a project site plan for contractor SWPPP and post construction best management practices design
5. Geotechnical investigations. See Attached
6. Provide design of improvements within the right-of-way, including roadway reconstruction and associated drainage, pavement mill and overlay, pavement marking and signing, a multi-use path, sidewalk and curb ramp repairs or replacement as needed, drive repairs, tree removals and replanting
7. Landscaping, hardscaping and benches at two bus stop.
8. Provide construction cost estimates at concept level, stage reviews and final tracings
9. Provide 22x34 hardcopies (3 sets) of final construction plans only, and on electronic medium (CD or USB drive)
10. Assist city in preparation of bid documents
11. Assist the city in submittal review during construction
12. Coordinate with OUPS / utilities to show location of existing utilities in the plans. Design of relocated utilities to be by the owners, MSG will show these locations in the plans from CAD drawings from utilities for information only
13. Sanitary sewer and waterline facility work limited to adjustment of manholes, valves, and relocation of hydrants. Mainline sanitary or waterline work is not included
14. (If Authorized)
15. (If Authorized) Conduct a Phase I History/Architecture survey for the Area of Potential Effects – see attached.
16. (If Authorized) Regulated Materials Review (RMR) Assessment for up to two properties – see attached.

SCHEDULE

Our team will complete milestones as designated in Ellis and shown below. Changes to the schedule may occur upon agreement by MSG and City of Sandusky staff.

Milestone	Commit Date	Actual Date	Baseline Date
Environmental Document Approved	11/27/2020		
Authorized Design Consultant	07/01/2019		
Stage 2 Plans - Submitted	10/02/2020		
Stage 2 Plans - Complete	10/30/2020		
Plan Package Received in C.O.	12/03/2021		
Sale	02/04/2022		
Award	03/04/2022		
Estimated Begin Construction	04/04/2022		
Estimated End Construction	10/20/2022		
District R/W Certification	11/19/2021		
Local Let PS&E Package to District	11/05/2021		
Environmental Re-evaluation Approval			
LPA Scope of Services Document	02/06/2019	02/06/2019	
Initial Project Scope Complete			
Project Scope Modified			
Project Owner Close Date	04/28/2023		

ASSUMPTIONS

Our scope of work and estimated fees are based on the following assumptions:

- Permits (if required) for working in all rights of way will be provided by the city without charge,
- Confined space entry is not required for this project,
- With regard to terrain and physical accessibility, we assumed that the site is acceptable without the need for any special equipment or vehicles.
- The work will not require removal of existing fences or other features to access the site.

PROJECT FEE

As justified upon consideration of project specifics, MSG proposes to perform this project on a time and materials, not to exceed fee basis. The not to exceed fee basis means that the project will be charged only for effort actually expended, to a maximum of the total identified below. Fees may be below but not above the project total without prior authorization upon justification to the Client. Fees will be based upon the number of actual hours work by each employee multiplied by the employee's classification billing rate. Direct expenses will be charged to this project without any markup. Subcontractor fees will be billed at cost.

The Scope of Work for this project has been detailed above and enables MSG to estimate the work effort required to complete each task. Based upon the project scope identified above, MSG proposes to complete this project for the following amount:

Total Time & Materials, Not to Exceed Fee

Field Survey and Aerial Mapping	\$ 33,047
Right of Way Plans	\$ 50,880
Project Engineering & Design	\$ 204,846
Geotechnical Engineering	\$ 19,937
Subsurface Utility Investigation	\$ 21,475
Pre-Bid and On-Going Services (Construction)	\$ 8,900
TOTAL (not including "If Authorized Tasks")	\$ 339,085
If Authorized Phase I Cultural Resource History/Architecture Survey	\$ 20,722
If Authorized Regulated Materials Review Assessment	\$ 11,497

Our itemized fee based on ODOT's Volume 4: Consultant Fee Estimation Guidance is attached for your information.

For the purposes of fiscal control, MSG will notify you at such time as it becomes apparent that costs may exceed the estimated amount and will seek your approval to proceed. In the absence of such communication, we guarantee our costs for the above work will not exceed the total indicated above. We agree that reasonable variation to the work to be performed may be made, but reserve the right to renegotiate the above amounts should significant variation be requested.

Work requested to be performed by the client beyond the Scope of Work, e.g., meetings, presentations, report copies, or other related activities beyond those described above will be charged on the same time and materials fee basis.

MSG appreciates this opportunity to provide this proposal and looks forward to support your projects. If this proposal is acceptable to you, you may signify acceptance by issuing a purchase order or a signed contract referencing the date and scope of this proposal. Should you require any additional information pertaining to the specifics of this proposal, please contact the undersigned at (614) 441-4222 Extension 1224.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH THE MANNIK & SMITH GROUP, INC., OF MAUMEE, OHIO, FOR THE MEIGS STREET RECONSTRUCTION & MULTI-USE PATH PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Meigs Street is a highly used collector roadway in poor condition and the Meigs Street Reconstruction & Multi-Use Path Project will provide for improvements between Water Street and Sycamore Line, including roadway reconstruction and associated drainage north of Washington Street, pavement mill and overlay from Washington Street to Sycamore Line, pavement marking and signing, a multi-use path, sidewalk and curb ramp repairs or replacement as needed, drive repairs, tree removals and replanting, along with landscaping, hardscaping, and benches at two (2) bus stops; and

WHEREAS, pursuant to Chapter 141 (Professional Design Services Selection) of the Codified Ordinances, ten (10) engineering firms submitted statements of qualifications and based on the firm's experience, ability to perform, personnel experience and overall project scope, The Mannik & Smith Group, Inc. was determined to be the most qualified; and

WHEREAS, The Mannik & Smith Group, Inc. will be providing professional services for the design of the Meigs Street Reconstruction & Multi-Use Project and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the total cost of the professional services is \$339,690.92 of which \$316,141.57 will be paid with funds from the Federal Highway Administration (FHWA) through the Ohio Department of Transportation (ODOT) and the remaining balance of \$23,549.35 will be paid with Issue 8 funds from the Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with the design services and to meet ODOT's schedule deadline to retain an authorized design consultant by July 1, 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 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

Professional Design Services agreement with The Mannik & Smith Group, Inc., of Maumee, Ohio, for the Meigs Street Reconstruction & Multi-Use Path Project (ERI-CR0505-0.00 Meigs Street, PID No. 105033), consistent with the proposal submitted, a copy of which is marked Exhibit "A" and attached to this Ordinance, at an amount **not to exceed** Three Hundred Thirty Nine Thousand Six Hundred Ninety and 92/100 Dollars (\$339,690.92).

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: June 24, 2019

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Meigs St Reconstruction Design

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.

H S Solow
Hank S. Solow, CPA
Finance Director

6 19 19
Date



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: June 10, 2019

Subject: **Commission Agenda Item – Permission to Bid 2019 Pierce Street Reconstruction and Resurfacing Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the Pierce Street Reconstruction and Resurfacing Project from Hayes Ave. to Campbell St.

BACKGROUND INFORMATION: Many of the roadway complaints received by Public Works annually are for Pierce Street between Campbell and Hayes. In the digital 2015 Pavement Condition Rating, Pierce Street was rated as follows: Hayes to Thomas was poor (47), Thomas to Sherman was poor (43) and Sherman to Campbell was serious (21). Although the Pavement Condition Indices (PCI) were not the lowest in the City, the concrete sections received the lowest ratings possible for the International Roughness Index (IRI), which measures the rideability and comfort of the roadway at the posted speed limit. Since this is a main east-west route for the Sandusky City Schools and Firelands Regional Medical Center, this road is certainly a priority for resurfacing and reconstruction.

The asphalt section between Hayes and Thomas will be milled and resurfaced with 2.5" of asphalt. The concrete portion between Thomas and Campbell will be completely removed and replaced with full-depth asphalt, including new curb and gutters. Sidewalks, along both segments, that are out of specification will be replaced also. The new full-depth section, between Thomas and Campbell will look like the recently completed Venice Heights Boulevard, which was previously concrete in similar condition.

BUDGETARY INFORMATION: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$385,000 paid with Issue 8 Infrastructure Funds from the Capital Projects Fund.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the Pierce Street Reconstruction and Resurfacing Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and to complete the project in this year's construction season.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director

RESOLUTION NO. _____

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

WHEREAS, many of the roadway complaints received by Public Works annually are for Pierce Street between Campbell Street and Hayes Avenue and in the digital 2015 Pavement Condition Rating, Pierce Street was rated as poor from Hayes Avenue to Thomas Street and Thomas Street to Sherman Street and serious from Sherman Street to Campbell Street and the concrete sections received the lowest ratings possible for the International Roughness Index (IRI), which measures the rideability and comfort of the roadway at the posted speed limit; and

WHEREAS, the proposed Pierce Street Reconstruction and Resurfacing Project involves the milling and resurfacing of asphalt between Hayes Avenue and Thomas Street and the removal of concrete between Thomas Street and Campbell Street which will be replaced with asphalt, including new curb and gutters, and the replacement of sidewalks, along both segments, that are out of specification; and

WHEREAS, the total estimated cost of this project including engineering, inspection, advertising, and miscellaneous expenses is \$385,000.00 and will be paid with Issue 8 Infrastructure Funds from the Capital Projects Fund; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and complete the project this construction season; and

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

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

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

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Pierce Street Reconstruction and Resurfacing Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Pierce Street Reconstruction and Resurfacing Project as required by law.

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

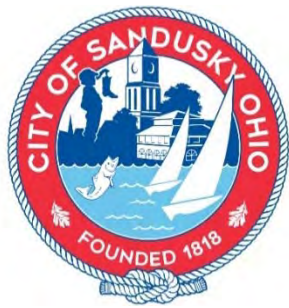
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: June 24, 2019



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 12, 2019

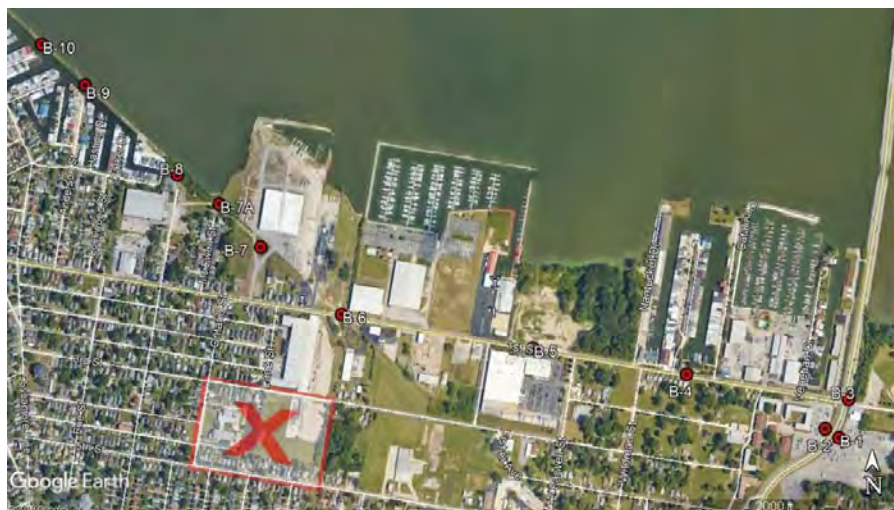
Subject: Commission Agenda Item – Professional Design Services Agreement for Sandusky Bay Pathway Acquisition and Partial Design

ITEM FOR CONSIDERATION: Agreement for Professional Design Services with Environmental Design Group (EDG) for Acquisition and Partial Design of the Sandusky Bay Pathway.

BACKGROUND INFORMATION: The Sandusky Bay Pathway is a coastal trail envisioned by the City of Sandusky in 2005 that stretches along the waterfront from the east corporation limit to the west corporation limit, including several other ancillary on-street and off-street trails networking city roads connecting the city-wide park system. During the Bicentennial Vision process in 2015, residents and stakeholders expressed much interest in restarting this idle project.

Equipped with the public's direction, the City updated the Sandusky Bay Pathway Master Plan in 2017 (Updated Plan) and issued a Request for Qualifications (RFQ) from consulting firms to prepare geotechnical reports, acquisition documents, wayfinding, branding, detailed design, specifications and construction documents for implementation of several phases of the Sandusky Bay Pathway. Five qualification packets were received, and three firms were interviewed. Of the five consulting firms, EDG was selected as the most qualified to complete this work based upon their experience, professional expertise and technical ability necessary to complete the required tasks, as well as their previous work on the Sandusky Bay Pathway – Update Project, and was asked to prepare the attached Scope of Services.

As with all projects like this, one of the first and most important tasks is to finalize the layout of the pathway. This process includes environmental due diligence, geotechnical analysis, topographic and boundary surveys, title research, property appraisals, negotiations and preparation of transfer documents. Therefore, as part of this project, staff has included acquisition of all needed rights of way 1) within the intersection of Cedar Point Drive and First Street to connect to the western end of the Landing Park project currently under design, 2) along the north side of First Street between Cedar Point Drive and Meigs Street, 3) on the former Pier Track between First Street and Battery Park,





4) along Water Street between Meigs Street and Franklin Street which will connect to the Shoreline Drive section currently under construction,



5) the portion of the project between the current western terminus of the Pathway near Mills Street and Venice Road, which would be a path along Mills, Madison, Sloane, Monroe, Jefferson, the Health Department and Edgewater, to connect to the Venice Road section that will be under construction later this year.



Although geotechnical, environmental and acquisition are not split out into a completely separate task, costs for these services are included in the appropriate design tasks listed below. Each of these items is critical to

understand the best, most cost-effective route for the Sandusky Bay Pathway and maximizing public access to the waterfront.

The Updated Plan included a primary multiuse path along the former Pier Track between First Street and Battery Park with a secondary multiuse path along First Street, connecting to Meigs. Since Meigs Street will be reconstructed with a multiuse path by 2022, staff feels that it is necessary to develop this scenario first as it may be the quicker timeline to connect the Landing Park to Shoreline Drive. In addition, the route along the Pier Track will entail a costly planning and design process of a bridge and a boardwalk that will require much more due diligence on the City and the design team. Therefore Task 1 includes trail design from Cedar Point Drive to Shoreline Drive, along First Street, while working towards acquisition of the needed land that is not currently owned by the City of Sandusky along the former Pier Track. Once the land is acquired, that portion of the pathway can be designed as funding sources allow.

Task 2 includes the trail design that will connect the current westerly terminus near Mills Street to Venice Road. Again, the Updated Plan indicated separate routes with the most probably route shown along Monroe. However, staff desires to have discussions with the Erie County Health Department to determine if there is an opportunity to route the trail closer to the waterfront which would be more scenic and safer while connecting to the northeast corner of the Lions Park loop. The design also includes two railroad crossings at Monroe and Edgewater and environmental due diligence related to a stream crossing on the current vehicular bridge over Mills Creek.

Task 3 includes finalization of the Sandusky Bay Pathway brand that will be utilized along the trail and on any connecting nodes, including colors, signage, materials, fonts, etc. Site amenities will be selected, located and designed such as benches and seating areas, shade structures, water filling stations, bike repair stations, trash collection, mile markers, etc. These improvements will be included along the portions of the pathway that are already installed (Mills to Lawrence), are under construction (Shoreline Dr.) or are in the design phase (Venice & Landing Park to Cedar Point Drive).

Task 4 allows the consultant to proceed with grant applications as opportunities become available. If used, staff will ensure communication regarding each application is provided in a timely manner.

A schedule will be established within two weeks of the contractual execution date and will be dependent on permitting timelines. Much of the environmental field work is time sensitive and must be done during specific seasons. Therefore, it is imperative to get the contract completed in a timely manner.

It should be noted that while the project includes fees related to title research, negotiations and paperwork for filing, all direct payments to property owners to acquire the real property are not included.

BUDGETARY INFORMATION: The total cost of this project is \$1,948,871.00 and will be paid from the Capital Projects Fund. The City intends to finance the professional design services with short-term notes that will be reimbursed from proceeds from various Tax Incremental Financings.

ACTION REQUESTED: It is recommended that an ordinance for a professional design services agreement for the Sandusky Bay Pathway Acquisition and Partial Design in the amount of \$1,948,871 be approved and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter so that the consultant can mobilize crews this summer for some of the analyses required for permitting.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH ENVIRONMENTAL DESIGN GROUP, LLC, OF AKRON, OHIO, FOR THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking City roads and the City-wide park system; and

WHEREAS, in 2016 the City's Bicentennial Vision was adopted and set the implementation of the Sandusky Bay Pathway as a priority; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Environmental Design Group, LLC, of Cleveland, Ohio for the Sandusky Bay Pathway – Update Project by Ordinance No. 17-165, passed on August 28, 2017, and the updated Plan was adopted by Ordinance No. 18-122, passed on June 25, 2018; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the acquisition and partial design portion of the Sandusky Bay Pathway project in which five (5) submittals were received, evaluated and ranked by a selection committee and the top three (3) firms were interviewed by the committee and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, as well as their previous work on the Sandusky Bay Pathway - Update Project, it was determined Environmental Design Group was the most qualified; and

WHEREAS, Environmental Design Group, LLC, will be providing acquisition and partial design services for the Sandusky Bay Pathway and are summarized as follows:

- Task 1: Trail design for Cedar Point Drive (just south of the existing Cedar Fair Pedestrian Bridge) to First Street, First Street to Meigs Street, excluding Meigs Street from the current City Hall property to Water, including Water Street and connecting to the currently-under-design Shoreline Drive portion of the Pathway at the intersection of Water Street and Shoreline Drive. The Pier Track Bridge is not included in this Task for design, but is included for geotechnical engineering, topographic & boundary survey, right-of-way easement documents, right-of-way appraisals, negotiations & title research.
- Task 2: Trail design for Mill Street (at the existing Pathway terminus) to Madison Street through to Sloan Street and Monroe Street to Edgewater Avenue at the intersection of Edgewater and Venice Road.
- Task 3: Signage and Wayfinding will be developed as one signage package to be applied to the entire length of the Sandusky Bay Pathway, including the Landing Park portion between Pipe Creek and the old Griffing Airport site.

- Task 4: Grant writing assistance as opportunities are available and if authorized.

and are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the cost of the professional design services is not to exceed \$1,948,871.00 and will be paid from the Capital Projects Funds; the City intends to finance the professional design services with short-term notes that will be reimbursed with proceeds from various Tax Incremental Financings; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the consultant to mobilize crews this summer for some of the analyses required for permitting; 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 an agreement with Environmental Design Group, LLC, of Akron, Ohio, for Professional Design Services for acquisition and partial design for the Sandusky Bay Pathway, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Million Nine Hundred Forty Eight Thousand Eight Hundred Seventy One and 00/100 Dollars (\$1,948,871.00).

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

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

those formal actions were in meetings open to the public in compliance with the law.

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

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

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

Passed: June 24, 2019

**AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES**

This Agreement for Professional Design Services (this “Agreement”), made as of _____, 2019, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and Environmental Design Group, LLC (the “Architect/Engineer”), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances, and regulations, and it is the intention of the City, in the exercise of its powers, to obtain professional design services for the following project (the “Project”):

Project Name: **Sandusky Bay Pathway Acquisition and Partial Design**

Director of Public Works: Aaron Klein, P.E.
Address: Division of Public Works
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Architect/Engineer: Environmental Design Group, LLC
Contact: Michelle L. Johnson
Address: 450 Grant Street
Akron, Ohio 44311

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional design services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional design services for the Project;

NOW, THEREFORE, in consideration of the mutual terms herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services as set forth herein, including services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall take into account the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disputation, or hindrance in the Work, and in an effort so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City. A/E is not responsible for delays outside of its control.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services;

provided, however, the Architect/Engineer shall not be compensated for any of the following services made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

4.4. Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. Notice to Architect/Engineer. If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project including the services of the A/E, prompt notice thereof shall be given to the Architect/Engineer.

4.6. Legal Representation. The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. Definition. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$1,948,871.00 (one million nine hundred forty-eight thousand eight hundred seventy one dollars)A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all liability insurance as set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The policies of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City; ten (10) days in the event of cancellation for non-payment of premium.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials and employees, from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), , which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officials, officers and employees from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in

question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this

Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and

every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the

successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (216) 378-1497. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities,

explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Environmental Design Group, LLC

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Eric Wobser
City Manager

APPROVAL:

The legal form and correctness of the within instrument is hereby approved.

Trevor Hayberger
Law Director

CERTIFICATE OF FUNDS

In the matter of: **Sandusky Bay Pathway Acquisition and Partial Design**

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

Dated: _____, 2019

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director


Account Number

Amount

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Sandusky Bay Pathway Acquisition & Design

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.


Hank S. Solowiej, CPA
Finance Director

6/19/19
Date



June 12, 2019

Mr. Eric Wobser, City Manager

CC: Mr. Aaron Klein, PE

Via Email

Re: **Sandusky Bay Pathway Acquisition and Partial Design**
Environmental Design Group No. 17-00196-02P

Dear Mr. Klein:

Environmental Design Group is pleased to submit our proposal for the Sandusky Bay Pathway Acquisition and Partial Design for Right-of-Way, Professional Civil Engineering, Landscape Architecture, Design and Services to the City of Sandusky ("Client"). The basis of design is the Commission-approved Sandusky Bay Pathway Update Plan. We have teamed with Osborn Engineering, OR Colan, KS Associates, Contractors Design and CTL Engineering ("Design Team") to provide expertise in the various components of this exciting and regionally significant project.

Per our meetings and subsequent conversations, below is a summary of our proposed scope of services for the Sandusky Bay Pathway Design. We have divided the pathway design for the alignment into two separate tasks and included scope and fee for Signage and Wayfinding Design Services. Task 4 is listed as *If Authorized, and will be authorized by the City through* additional email requests of the City. The study area for the tasks are as follows:

- Task 1: Cedar Point Drive (just south of the existing Cedar Fair Pedestrian Bridge) to First Street, First Street to Meigs Street, excluding Meigs Street from the current City Hall property to Water, including Water Street and connecting to the currently-under-design Shoreline Drive portion of the Pathway at the intersection of Water Street and Shoreline Drive. The Pier Track Bridge is not included in this Task for design, but is included for geotechnical engineering, topographic & boundary survey, right-of-way easement documents, right-of-way appraisals, negotiations & title research.
- Task 2: Mill Street (at the existing Pathway terminus) to Madison Street through to Sloan Street and Monroe Street to Edgewater Avenue at the intersection of Edgewater and Venice Road.
- Task 3: Signage and Wayfinding will be developed as one signage package to be applied to the entire length of the Sandusky Bay Pathway, including the Landing Park portion between Pipe Creek and the old Griffing Airport site.

The conceptual design elements from the Sandusky Bay Pathway Plan and Pathway Branding, Signage and Wayfinding Plan, as performed by Environmental Design Group, will be developed into a 30% schematic design, 70% detailed design and 100% construction documents per phase.

The community impact people.

CORPORATE

450 Grant Street / Akron, OH 44311

P 330.375.1390 / F 330.375.1590

TF 800.835.1390

CLEVELAND OFFICE

2800 Euclid Avenue, Suite 509

Cleveland, Ohio 44115

COLUMBUS OFFICE

88 East Broad Street, Suite 880

Columbus, Ohio 43215

envdesigngroup.com

Federal dollars are not being used for this project and local design standards will be followed.

Grant writing services are listed as an *If Authorized* task.

We have included a list of assumptions and exclusions that will help clarify the intended scope of work, both for the City of Sandusky (Client) and for Environmental Design Group.

SCOPE OF SERVICES

Unless specifically written as a responsibility of the Client, recommendations and comments shown within the scope of services are directed towards the design team.

The services to be performed by Design Team in accordance with this proposal are as follows:

Task 1 –Design & Opinion of Probable Costs for First Street to Shoreline Drive

Cedar Point Drive (just south of the existing Cedar Fair Pedestrian Bridge) to First Street, First Street to Meigs Street, excluding the Pier Track Bridge and Meigs Street from the current City Hall property to Water, including Water Street and connecting to the currently-under-design Shoreline Drive portion of the Pathway at the intersection of Water Street and Shoreline Drive. The Pier Track Bridge is not included in this Task for design, but is included for geotechnical engineering, topographic & boundary survey, right-of-way easement documents, right-of-way appraisals, negotiations & title research.

Geotechnical Engineering:

The Geotechnical report will include soil/rock data, and soil parameters for design of the various proposed structures/facilities. Design Team will provide geotechnical recommendations for the support of the various proposed structures/facility including recommendation for driven piles, helical piers, conventional foundations, and pavement support.

Drilling, sampling, and laboratory testing will be performed per industry standards and all applicable ATM standards.

Services will include the following items:

- A. Provide soil boring locations and surface elevations based on available topographic maps and/or Google Earth.
- B. Contact the utility owner and Ohio Utility Protection Services (OUPS) to locate underground utilities. Borings, which are in the area of utilities will be offset and noted on the site plan.
- C. Drill the test borings near proposed areas.
- D. Field and laboratory testing in accordance with ASTM specifications.
- E. Boring Location Plan.

The community impact people.

F. Engineering evaluation and reporting to include:

1. General description of the site.
2. Boring logs and profile to include:
 - (a) Surface elevation at each test boring location.
 - (b) Thickness of topsoil, pavement, base, and subsoil strata.
 - (c) Groundwater encountered during drilling, and at completion.
 - (d) Standard penetration and moisture content as a function of depth.
3. Existing subsurface conditions.
4. Groundwater/drainage management recommendations.
5. Recommendation for site preparation and earthwork work requirement.
6. Recommendations for pavement support
7. Recommendation for bridge foundation support including site seismic class.

Design Team will attempt to limit and minimize damage; however, it may be necessary to clear minor brush at certain locations, therefore Design Team shall not be liable for site restoration that are beyond the removal of augur cuttings and borehole backfill.

Three (3) soil borings will be provided along the Old Pier Track due to possible obstructions associated with Revetments and Cobbles. Design Team will attempt to drill borings B-10 and B-11 using rock and concrete cutting augur bits. If we are not able to reasonably accomplish this task, then Design Team will instead perform Geophysical Survey without soil borings along the Old Pier Track. The Geophysical survey will consist of Refraction Micro Tremor (RiMe) and/or Resistivity testing. Figures 1, 2 & 3 below show the proposed Boring Locations along Task 1 Trail segments.



Figure 1: Task 1 Soil Borings



Figure 2: Task 1 Soil Borings



Figure 3: Task 1 Soil Borings

16 to 23 soil borings will be advanced for Task 1 under two separate mobilizations. Soil borings to depths ranging from 6.5 to 30 feet below existing grades or auger refusal whichever occurs first will be performed. If Auger refusal occurs due to obstruction along the Old Pier Track, then Geophysical Survey along this segment of the trail will be utilized. The Task 1 drilling schedule is summarized in the following Table:

Task 1 Boring No.	Depth (ft)	Purpose/Remark
B-1, 2	25-30	ADA Bridge Ramp
B-3 to B-7	6.5	Trail - Pavement
B-7A & B-8	25-30	Elevated Boardwalk (Potential Wetland Area)
Or B-8 only	6.5	Do B-8 only at 6.5 feet deep if not a Wetland
B-9	6.5	Trail - Pavement
B-10, 10A to 10D & B-11 or Geophysical Survey if obstructed	25-30	E. Side Approach & Bridge at Old Pier Track
B-12 & B-13	25-30	W. side Bridge Approach

B-14 to B-19	6.5	Trail - Pavement
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Topographic & Boundary Survey, Right-of-Way Plans, Legal Descriptions, Appraisals & Negotiation

Topographic & Boundary Survey

- A. Topographic Survey - Services will consist of a Topographic Survey at a minimum of 60 feet in width at the proposed pathway locations as described in the Task 1 Study Area description in this scope of services document. A typical cross section in roadway areas will include survey points 10 feet apart beginning 20 feet into the roadway and ending 40 feet away from the roadway. Areas not adjacent to a roadway, such as the Pier Track, will include a cross section of 60 feet (30' each side of the centerline) or to the edge of water. Features such as hardscapes, surfaces, observed above-ground utilities, underground utilities as marked in the field with assistance of OUPS locating service, rim & invert elevations of utility castings, trees 6" diameter or greater, fences, walls, guardrails, drive aprons, poles, signals, vaults, overhead lines, and any other miscellaneous applicable features will be located. Elevations within vegetation areas and edge of water will be acquired in areas as defined in the Task 1 Study Area description. Survey work will be performed on grid north for Ohio State Plane Coordination System, NAD '83 (2011 adjustment) horizontal datum, Geoid 12A and NAVD '88 for vertical datum. Approximately 12 – 16 benchmarks will be provided referencing said datums. This task includes office drafting of field data with 1' contours utilizing AutoCAD software and providing a CAD file & signed/sealed drawing.
- B. Boundary Survey - Services will consist of a field survey to define the Pier Track parcel and a right-of-way line for each street including the intersecting property lines as applicable for defining easements and/or lot splits for the proposed pathway as defined in the Task 1 Study Area description in this scope of services document. This scope of services does not include full boundary surveys of the parcels adjacent to the public roadways but do include sufficient boundary work to identify property lines along the right-of-way. A boundary survey for the entire Pier Track parcel is included. The boundary survey includes research of deeds (scanned) and record surveys, searching for existing pins, and generating a boundary survey in AutoCAD for property boundaries with a signed/sealed drawing.

Right-of-Way Easement Documents

To facilitate the acquisition of land rights, Design Team will utilize the boundary surveys to create legal descriptions and exhibit maps for use in obtaining rights needed to complete the project.

As the required limits are determined by the Design Team, we will prepare preliminary acquisition maps for your review. The maps will be graphic in nature and contain acquisition lines and take areas for discussion with the appropriate parties.

Revisions will be made based on the Client's input and preliminary maps will be provided. This proposal includes no more than two (2) preliminary discussion maps for each parcel.

Upon confirmation of the acquisition areas, Design Team will prepare final acquisition documents.

Legal descriptions will be prepared to City and County standards and provided in hard copy and digital format for your use in preparing easement documents for recording. Exhibit maps will also be prepared to accompany the legal descriptions.

Individual exhibits and a master overall map will be prepared for the project.

Should revisions be required after the preliminary discussion map has been provided to Design Team, we will make one revision within the scope of this proposal.

Hard copies and digital format will be provided upon completion of each exhibit.

The Client will be responsible to prepare easement documents with our product as attachments. The Client will also be responsible for all submittals to review agencies, governing entities for recordation, and to pay all review and recording fees.

Right-of-Way Appraisals, Negotiations & Title Research

In addition to the Study Area as described in Task 1, the Pier Track Bridge parcels are included in the Task 1 Right-of-Way Appraisals, Negotiations & Title Research scope and fee.

The scope of services will follow accepted real estate acquisition standards that are in compliance with the Ohio Revised Code, the Federal Uniform Act, and as outlined in the most current edition of the Ohio Department of Transportation's *Real Estate Policy & Procedures Manual*.

TITLES:

Title Research – Design Team will conduct title research activities and shall provide owner names and auditor parcels affected by the project to be researched. Title activities include the following:

- Preparation of Report on ODOT LPA Form RE 46 (Title Report) and LPA RE 46-1 (Chain of Title). A title report will be completed for each common ownership which may contain multiple Auditor Parcel Numbers (APN's);
- Conduct a 42-year minimum title search back to a warranty deed for all provided auditor parcel numbers;
 - On Non-Complex ownership parcels the Design Team will provide up to one (1) chain of title per title report. A non-complex ownership is a residential parcel identified as one (1) individual owner, a married couple or a trust;
 - On Complex ownership parcels the Design Team will provide a minimum of one (1) chain of title or up to three (3) chains of title per report. A complex ownership is identified as a parcel owned by a Limited Liability Company, Corporation, Limited or General Partnership, Sole Proprietor, Public Agency or Church;
 - Up to thirteen (13) parcels have been determined to contain existing or past railroad ownerships in which the title will be run back to the time the

property was conveyed in fee simple to the railroad current or past entity.

The following will be completed as part of the standard title research:

- Complete copy of the current deed of record and the root deed of title;
- Copy of Auditor's card showing land and improvement values;
- Tax mailing address;
- Copy of taxes for each auditor's parcel number and payment status;
- Copies of mortgages, mortgage assignments, tax liens, judgment liens, workers compensation liens, unemployment liens and other liens that encumber each auditor's parcel number that is subject of the title report;
- Copies of leases (in the case of Oil and Gas Leases no search will be performed on the assignment of various lease interest);
- Copies of easements and rights of way found within the time frame searched, or referenced on current documents found;
- Copies of subdivision plats, annexation plats, splits and combines of property (only provided if they indicate easements or restrictions on the subject parcel);
- Docket entries for pending suits;
- Corporate Documents (if available on the Secretary of State's website);

The following research is not part of the Title Report and will not be provided:

- Auditor's Tax Maps (unless Available);
- Copies of all the deeds in the chain of title for the time period searched, other than the current deed of record and root deed as identified under Title Research;
- Subdivision plats, annexation plats, split plats and combine plats not showing easements or restrictions;
- Search chain of Oil & Gas lease assignments or mineral rights reserved or conveyed out.

APPRAISALS:

Preliminary Right of Way Cost Estimate - Right of way cost estimates are a "Planning level" estimate, providing an estimated value or range of values for affected parcels within the proposed project. The Design Team will provide one (1) preliminary cost estimate if authorized which will include the following scope:

- Cost estimates will be prepared utilizing most recent information gathered for each affected parcel within the project.
- This cost estimate will not include costs applicable to the relocation of utilities, construction labor costs or costs associated with relocation assistance payments unless otherwise requested by the Client.
- Design Team will physically view the proposed project corridor, taking notes and/or photos of parcels with anticipated damages, if any.
- The land and structures/buildings within the alignment will be valued based on a number of sources including but not limited to County auditor's records, local multiple listing services, zoning maps, private data services and conversations with realtors familiar with local real estate market conditions for the purpose of establishing differing market values for each property type, i.e., residential, commercial, industrial, agricultural, etc.
- This estimate will also consider the part taken and damages to the residue, if any. The part taken considers land and improvements within the take area(s) that are

established via the right of way plans. Damage to a residue is the diminution of value to the portion of a property not taken for the project. The damage estimate is to be based on the appraiser's experience and these costs should be related to former projects from the general geographical area or from similar types of projects.

- A spreadsheet will be developed categorizing each parcel along the corridor and those impacts caused by the taking applied to each parcel resulting in a computation of the appraiser's estimate of compensation due the property owner for each parcel.

Scope of Appraisal Meeting – A scoping meeting shall be held at the project site to finalize appraisal formats. Appraisal formats will be in compliance with the current edition of the appropriate DOT Real Estate *Policy and Procedures Manual* and shall comply with current USPAP appraisal standards. This meeting attendance is strictly for appraisal scoping and does not include any kick-off meeting or public meeting attendance.

Right of Accompaniment – Owners of property where value finding, and summary appraisals are being conducted will be given the right of accompaniment. Only one meeting/accompaniment per property is included in the scope of services. Contact will be made by telephone or certified letter form depending upon the project timeline. If no response is made by the owner before the indicated deadline to do so, then it is implied that the owners have declined their right of accompaniment and no subsequent trip to provide accompaniment will be granted unless other arrangements have been made or additional compensation is agreed upon between Design Team and Client.

Appraisal Process – The appraisal function will be consistent with The Uniform Standards of Professional Appraisal Practice (USPAP) and the appropriate agency appraisal guidelines and requirements of the Client such as: State DOT Policy & Procedures, FAA, FEMA, The Uniform Appraisal Standards for Federal Land Acquisitions "Yellow Book" and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 "Uniform Act".

In the course of the Appraisal Review process, reviewers are required to submit a formal deficiency letter or an informal request for corrections to the appraiser for all necessary corrections. The reviewer shall request all corrections per appraisal report from the appraiser in one request in order to complete the appraisal review. If multiple requests for corrections on the same appraisal report are required, then the appraiser may seek additional compensation for appraisal services rendered.

Appraisal/Appraisal Updates – The Design Team will be responsible for all appraisal activities. All valuation activities will be done in accordance with USPAP appraisal standards and the appropriate *DOT Policy and Procedures Manual*, unless otherwise directed by the Client. Any appraisal update will require prior approval from the Client at the pre-negotiated fee.

Appraisal Reviews – The Appraisal Review process is required if either: (1) directed by the Client or (2) State or Federal funds are used on any phase of this project. Review appraisers are not part of this Appraisal Scope of Services and this price proposal does not include fees for a Review Appraiser unless otherwise stated in the proposal.

Continued Appraisal Support – A certain level of continued appraisal support is included during the negotiation process in order to explain a complicated appraisal process or to answer a simple question. This is implied in the scope as an effort to aid the negotiating team.

Sign Value Estimates – When acquiring right of way, especially within a commercial corridor it becomes necessary to provide a sign valuation estimate. This task is generally provided by someone experienced in the field of sign valuation and comes at an additional cost. The cost of the sign valuation will be incurred by the Client unless otherwise specifically stated in this proposal.

ACQUISITION:

Preparation of Individual Parcel Files – The Design Team shall be responsible for the assemblage and maintenance of all acquisition and relocation files. All files will be maintained in accordance with the ODOT Real Estate *Policy and Procedures Manual* and as directed by the Client.

Negotiations – The Design Team will be responsible for all negotiation activities. All negotiation activities will be done in accordance with the ODOT Real Estate *Policy and Procedures Manual* Section 5000 et seq., unless otherwise directed by the Client. Design Team will prepare and distribute the Notification Letters and Brochures; and prepare and distribute Offer Letters. During negotiations, the Design Team shall supply the fee owner with a copy of the applicable Appraisal or Value Analysis. Design Team will prepare and supply a Client-approved Brochure or ODOT Brochure, as directed by the Client. Design Team will complete a maximum of ten (10) contacts (face to face meetings, phone calls, faxes, mail, and/or e-mails) per acquisition parcel in order to secure the parcel. All contacts will be logged in the Acquisition Agent's notes, as part of the parcel file records. If the total combined number of contacts (multiplied by the number of parcels listed in each task) is exceeded, the Design Team reserves the right to request a contract modification for additional Negotiation labor fee(s) with the affected property owner(s).

Property Inventory Classification – One of the early items of work will be the preparation of a Property Inventory Classification (typically using Ohio Department of Transportation (ODOT) Form RE-95), if needed for specific parcels on this project. This will identify signs, fences, light poles, etc. being removed as part of the project, which are located in the Warranty Deed (WD), Permanent Easement and Temporary Easement areas. This form will establish ownership of these items and identify which improvements are real property and which are personal property. These forms will be provided to the appraiser(s) so that the owners/tenants are accurately compensated for their site improvements.

Bill of Sale – Bill of sale parcels are encountered when a third party (or more) owns the improvement(s) in the take area. As such, a Bill of Sale parcel is treated as a separation negotiation with the owner(s) of the improvement(s) and a separate negotiating fee is provided for in the Cost Proposal for each owner of an improvement. Bill of Sale parcels require the completion of ODOT Forms RE 56, RE 68 and RE 69, per ODOT *Policy and Procedures*. *No bill of sale has been determined for this project.*

Legal (Conveyance) Instruments – Legal (Conveyance) Instruments will be provided by the Client. In the absence of the Client providing their own Instruments, the Design Team will use ODOT's LPA instruments; with the understanding that they will be reviewed and approved by the Client's legal counsel prior to use on this project.

Client Representative may Accompany Design Team – At the request of the Client, employees of the Client may accompany the Design Team on any or all phases of the acquisition process with appropriate schedule coordination with the Design Team.

CLOSING & TITLE UPDATE:

Closings – Closing activities include the following:

The community impact people.

- Title Update (listed as a separate fee in the cost proposal)
- Preparation of ODOT Form RE-57 and submission of the completed form to the County Auditor's Office for determination of pro-rated taxes and unpaid assessments;
- Preparation of mortgage and lien releases;
- Securing of said releases on encumbered property from the property owners or the mortgage/lien holders;
- Conducting of closings and the disbursement and collecting of monies as required;
- Assisting the property owner in the execution of required instruments and forms, including but not limited to the Closing & Settlement Statement (RE-44/44-1) and Affidavit by Seller (RE-45);
- Securing the necessary approvals from required local agencies to permit the transfer of ownership of property rights in the County Auditor's Office;
- Recording the instruments and releases with the County Recorder's Office;
- Depositing the pro-rated taxes with the required County office and obtaining a receipt;
- Monitoring the property owner for compliance with performance withholding requirements on non-structure parcels involving retention of signs, etc.; Paying owner(s) and securing receipt upon property owners' compliance with requirements

The Client will be responsible for the following:

- Completing and submitting to the specific County offices the tax exemptions (DTE 23 Forms);
- Payment of any taxes from the date of deed transfer to obtaining tax exemption status

Title Updates – Design Team will be responsible to provide one (1) title update per parcel prior to closing a parcel or filing a parcel for appropriation. If additional title updates are required, by the Client an additional title update fee will be charged to complete this work.

Mortgage Releases – Design Team will be responsible to secure Mortgage Releases for each parcel; which includes contacting, providing documents and continued coordination with the Lending Institution(s) or Lien Holder(s). We have estimated up to thirty (30) mortgage partial releases. If additional releases are required beyond the estimated number of releases provided for in this proposal, an additional fee will be charged to perform this work, with prior approval of the Client. Mortgage Release fees charged by the Lending Institution will be invoiced as actual costs to the project, as pre-approved by the Client.

PROJECT ADMINISTRATION:

Project Mobilization Meeting – A Project Mobilization Meeting is held to introduce each other and to clarify any questions relating to project scope. A Project Mobilization Meeting will outline contact persons and communication protocol. At this meeting, all issues related to the specific job and its division of responsibilities will be resolved.

Project Timeline – A Project Timeline for the Right-of-Way Appraisals, Negotiations & Title Research will be developed and indicate the critical path of the project as it relates to overall project development.

Administrative Reviews – The Client shall be the primary contact for settlement authority requested by the Design Team for administrative reviews. All requests for administrative reviews shall be in writing and shall contain all appropriate documentation to support a request. A recommendation will be provided by the Design Team. The Design Team shall have the authority to approve Administrative Reviews up to 10% over the original offer (the

established fair market value estimate), said 10% not to exceed \$500.00. Inter-agency coordination, if required, for this task will be performed by the Design Team to secure approvals and signatures on Administrative Settlements.

Appropriation Coordination – The Client's legal counsel or other official as designated by the Client shall be the primary contact for all appropriation coordination activities. Upon receipt of the appropriation billing package from the Design Team, the Client will be responsible for filing in the appropriate court of law. The Client will file the DTE 23 upon receipt of a final court entry.

This proposal provides for the preparation of the appropriation package only. Follow-up meetings during or after the filing process (after the parcel has been submitted for appropriation and the Client directs the Design Team to re-enter into negotiations); mediation hearings, court deposition and testimony, or assisting legal counsel is not included with this proposal. However, these services can be provided as an additional service.

Billing – Complete billing packages (signed parcels or appropriations) shall be submitted to the Client for processing. Billing package contents will be consistent with the particular section of the ODOT *Policies and Procedures Manual* being utilized. All forms/negotiator and relocation notes must be typed, or computer generated. Specific items of information to be included in the billing package will be defined during the Project Mobilization meeting. All billing requests will be reviewed, and warrants processed by appropriate Client personnel. Deficient packages returned to the Design Team for correction shall be completed and returned to the Client within ten (10) business days. In the case of signed parcels, the warrant shall be prepared by the Client and then forwarded to the Design Team for payment to the owner(s). In the case of appropriations, the warrant will be forwarded to the Client's legal counsel to be placed on deposit with the Court. In all cases, the Client will prepare the 1099-S forms, in conjunction with the processing of the warrants to pay each property owner.

Project Status Reports – The Design Team shall provide a monthly status report to the Client on a form acceptable to the Client. The status report shall be a stand-alone document indicating the current acquisition status of the project.

Project Meetings – The Design Team will meet with the Client personnel for what equals/averages out to be once per month for the duration of the project after the Project Mobilization Meeting to discuss project status. If additional meetings are requested by the Client, the Design Team reserves the right to request a contract modification for attending or participating in additional meetings beyond the schedule outlined above.

Project Certification – Upon completion of all acquisition activities for the project, the Design Team shall certify to the Client that all acquisition activities are completed in accordance with ODOT Real Estate Policy and Procedures.

Final File Disposition – Upon receipt of recorded instruments for signed parcels or the filing of an appropriation case, the Design Team shall submit the individual parcel file(s) to the Client; either individually or at the end of the project during the project closeout.

Quality Assurance Reviews – Design Team shall fully cooperate with the Client and ODOT during the auditing of the project by the Client and/or ODOT personnel.

Utility Coordination Process – The utility service providers will work with the Design Team to identify specific utility relocation needs critical to the advancement and completion of the project.

Fees proposed for services of each task included within the right of way acquisition, negotiation and appraisal are based upon being authorized for all parcel tasks simultaneously within each of the project Tasks.

Reference Documents – Applicable provisions of the following documents shall be incorporated by reference into this Scope of Service:

- Ohio Department of Transportation, Office of Real Estate's *Policy and Procedures Manual*
- The Ohio Revised Code
- The Ohio Administrative Code
- USPAP

FEE ASSUMPTIONS:

1. The proposed Title Fees are based upon the title work being authorized with completing all titles for this phase within 6 months from the date of authorization to proceed. The cost proposal assumes a maximum of 14 ownerships and a maximum of 30 auditor parcels to research. We will require a minimum of 45 days to complete this title research.
2. The proposed Appraisal Fees are based upon the appraisal work being fully authorized for all properties and will be completed within 8 months from the date of authorization to proceed. The cost proposal assumes a maximum of 14 appraisals. We will require a minimum of 60 days to complete the appraisals.
3. The Scope of Work and Cost Proposal assumes no appraisal review will take place.
4. The proposed Negotiation Fees are based upon the negotiation work being authorized with negotiations for up to 14 ownerships within 10 months from the date of authorization to proceed. We will complete all right of way acquisitions in this phase within 6 months or less.
5. The proposed Closing Fees are based upon the easement acquisitions only with the closing work being authorized to proceed for up to 14 ownerships and owner funds available and provided by the Client within 30 days from the Design Team obtaining a signed owner agreement. We will complete all closings within 30 days from receipt of property owner funds from the Client.
6. Copy and recording fees are estimated and it is assumed all incurred costs by the County will be reimbursed with presentation of paid receipts.
7. It is assumed that there will be no structures acquired, no relocation, no asbestos testing/remediation or structure demolition as part of this proposed project phase.
8. The fee proposal includes one (1) right of way cost estimate.

Task 1 Trail Design:

The following overall design elements will pertain to each of the asphalt/earthen trail segments, as defined by the 30% schematic design, 70% detailed design and 100% construction documents below.

Per our correspondence with City Staff, City of Sandusky Planning Commission approvals are not required and not included in this scope.

30% Schematic Design

- A. Prepare 30% schematic design documents for the proposed trail and site improvements. These plans will show location and spatial relationships among trail alignment, structures, and site features. Anticipated plans include the following:
- a. General trail plan and profile and typical sections for each segment
 - b. Schematic layout plan
 - c. Schematic grading plan (for nodes)
 - d. Preliminary plant/landscaping massing layout
 - e. Preliminary materials list
 - f. Utility coordination (as it relates to the Pathway alignment)
- A. 30% schematic design conceptual opinion of probable costs, including industry standard contingency amounts to account for design unknowns at this early stage of the design process. We will deliver the conceptual opinion of probable costs to the Client as a digital pdf file via email.
- B. Review 30% designs with the Client and (potential) project stakeholders. Respond to plan review comments based on Client's and stakeholders review comments. Revisions will be addressed in the 70% Design Document phase of the project, as directed by the Client.
- C. As part of the 30% schematic design phase, the Design Team Project Manager and Lead Technical Engineer will attend up to ten (10) in-person meetings with the Client. The meeting frequency, dates, and/or times will be determined on an as-needed basis.
- If called upon, we are available to present the status of the 30% schematic design at a City Commission Meeting.
- D. Provide Client with five (5) 11" X 17" (i.e. half size) paper copies of the 30% schematic design site work drawings for the Client's use in reviewing the design package. We will also deliver the plan set to the Client as a digital pdf file via email.

70% Detailed Design Documents

- A. Based on the approved 30% schematic design, we will provide design development of the trail. These plans will address design modifications and revisions needed to address Client and stakeholder review comments and enhancements to the design and layout. Anticipated plans include the following:
- a. Site demolition and preparation plan
 - b. Refine trail plan and profile drawings with plan grading
 - c. Include right-of-way acquisition negotiation requests from property owners in the alignment/design
 - d. Develop earthen cross sections at 50' intervals (for proposed asphalt trails only – not boardwalks and/or boardwalk/structures)
 - e. Site amenity details and locations (i.e. nodes/plazas)
 - f. Site and trail construction details (where applicable)
 - g. Maintenance of Traffic (MOT) at at-grade trail/roadway crossings
 - h. Pedestrian signal design and associated vehicular traffic signal coordination for up to two (2) intersections
 - i. Due to known heavy traffic volumes at the Cedar Point Drive/First Street intersection, turning movement traffic counts and an existing and future level-of-service traffic analysis will be conducted.

- ii. We will maintain the existing intersection traffic signal cycle time. The cycle time for each leg will be adjusted per recommended cycle times for each leg by the Design Team, as necessary, to accommodate pedestrian movements within the intersection.
 - 1. If the overall intersection traffic signal cycle time needs to be adjusted, the City will perform the necessary calculations.
 - i. Planting plan and quantities (where applicable)
 - j. Develop technical specifications within the plan sheets, where appropriate. (The Client will provide front end specifications.)
 - i. Technical Specifications will be based on ODOT CMS 2019 Specifications. Supplemental specifications that are not addressed within the 2019 CMS will be provided within the drawings.
 - k. Trail and site grading and drainage design
 - l. Electrical conduit plans and details along the final trail alignment
 - i. Electrical engineering/lighting plans for the trail are not included as part of this task.
 - m. SWPPP
- B. Revise and update the 30% opinion of probable construction costs and develop the opinion of probable construction costs to a 70% detailed design level. The contingency amount will be reduced based on additional certainty in the design elements, sizing, etc. We will deliver the conceptual opinion of probable costs to the Client as a digital pdf file via email.
- C. Review 70% designs with the Client and (potential) project stakeholders. Respond to plan review comments based on Client's and stakeholders review comments. Revisions will be addressed in the 100% final Construction Document phase of the project, as directed by the Client.
- D. Submit 70% detailed design drawings to the local utility companies for review and comment for final coordination.
- E. As part of the 70% detailed design phase, the Design Team Project Manager and Lead Technical Engineer will attend up to eight (8) in-person meetings with the Client. The meeting frequency, dates, and/or times will be determined on an as-needed basis.
- F. If called upon, we are available to present the status of the 70% detailed design at a City Commission Meeting.
- G. Provide Client with five (5) 11" X 17" (i.e. half size) paper copies of the 70% detailed design site work drawings and specifications for the Client's use in reviewing the design package.

100% Construction Documents

- A. Based on the approved 70% detailed design, we will prepare construction documents for the trail. Work includes the following:
 - a. Site demolition and preparation plan
 - b. Trail plan and profile
 - c. Earthen trail cross sections at 50' intervals (for asphalt trails only)
 - d. Node/plaza site layout plans and enlargements
 - e. Site and trail construction details (where applicable)

- f. Planting plan and plant schedule (where applicable)
 - g. Trail and site grading and drainage plan
 - h. General notes and specifications
 - i. Develop a permitting time schedule/chart, if applicable, that includes when work can be done, when permits expire, as they relate to the construction schedule
 - i. SWPPP, notes and details
- B. Coordination submittals for review and permitting by appropriate regulatory agencies and local utility companies (for permits not included in 'Task 1 - Required Environmental Due Diligence and Permitting'):
 - a. Prepare O.E.P.A. Notice of Intent permit application (N.O.I.).
 - b. Submit plans to the City of Sandusky Engineer's office for Flood Plain and Stormwater Permitting.
 - c. Submit plans to local utility providers for their final review and approval.
 - d. Provide the Client with electronic copies of the site/civil drawings for their use in making submittals to the City of Sandusky Planning and Zoning Department and other agencies.
- C. Prepare trail and site construction technical specifications, where applicable. (The Client will provide front end specifications.)
 - a. The site, civil and landscape architecture technical specifications will be based on ODOT CMS 2019 Specifications. Supplemental specifications that are not addressed within the 2019 CMS will be provided within the drawings.
- D. Prepare stormwater management calculations and compile into a report to present to the Client.
- E. We will develop a preliminary bullet-point list of thoughts for long-term maintenance of constructed features. The selected contractor will ultimately be responsible for developing an ongoing operations and maintenance plan for as-built constructed features in the project. The City will be responsible for including this maintenance requirement in the specifications.
- F. Revise and update the 70% cost opinion and develop the final 100% Opinion of Probable Construction Cost document.
- G. Review 100% construction documents with the Client and (potential) project stakeholders. Respond to construction document review comments based on Client's and stakeholders review comments. Revise construction documents, per Client's and stakeholder review comments. Submit revised construction documents to Client and stakeholders for one (1) additional final review for approval of the final construction documents.
- H. As part of the 100% construction documents development phase, the Design Team Project Manager and Lead Technical Engineer will attend up to ten (10) in-person meetings with the Client. The meeting frequency, dates, and/or times will be determined on an as-needed basis.

If called upon, we are available to present the status of the 100% construction documents at a City Commission Meeting.

- I. We will provide the Client with electronic copies of the construction documents for their use in making submittals to the City Building Department and other regulatory agencies.
- J. We will provide the Client with one (1) 22" X 34" paper copy and five (5) 11" X 17" (i.e. half size) paper copies of the final approved construction documents.
- K. We will attend up to two (2) pre-bid meetings, respond to Contractors RFI's, review substitution requests and prepare addenda as necessary during the bidding process.
- L. The City of Sandusky will be responsible for the following:
 - a. The City of Sandusky will provide City standard construction details, products, and materials.
 - b. Timely review and comments.
 - c. Initial contact with existing landowners and securing access to the properties.
 - d. One primary contact person for day-to-day coordination.
 - e. Construction phase administration.
 - f. Front-end specifications and bidding document(s).
 - g. Coordinate meetings with agencies, public meetings and other meetings (as needed).
 - h. Pay review, application and permit fees directly.
 - i. Bidding the project, including advertising and all related expenses to the bidding process.

Environmental Due Diligence and Permitting - Required Design Team

The following due diligence permit application development, and regulatory agency coordination will be performed as part of this project:

1-A Wetland and Other Surface Waters Delineation and Report

Prior to conducting a field survey, Design Team Design Team will perform a review of existing, public information to get an indication of where wetlands and surface waters are likely to occur within the project area. Background information to be reviewed includes published information such as aerial photographs, U.S. Geological Survey (USGS) topographic maps, the U.S. Fish and Wildlife (USFWS) National Wetland Inventory, the Ohio Wetland Inventory, the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), and the Erie County Soil Survey and hydric soils list.

We will conduct a field visit to delineate wetlands and other surface waters within the project area. Potential wetlands will be delineated according to methods specified in the U.S. Army Corps of Engineers (USACE) 1987 *Corps of Engineers Wetlands Delineation Manual* and the 2012 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region*. The quality of wetlands will be assessed according to the Ohio Environmental Protection Agency (Ohio EPA) *Ohio Rapid Assessment Method for Wetlands* (ORAM). Additionally, a request for an Environmental Review will be submitted to the Ohio Department of Natural Resources (ODNR) Division of Wildlife (DOW) regarding potentially occurring Rare, Threatened, and Endangered (RTE) wildlife and plant species or other sensitive areas in the project vicinity, which is required in order to complete the ORAM scoring

sheets. This scope assumes the delineation field work will be conducted within the growing season.

Streams within the project area will be identified and assessed using either the Ohio EPA *Field Evaluation Manual for Ohio's Primary Headwater Habitat (PHWH) Streams* or the *Methods for Assessing Habitat in Flowing Waters: Using the Qualitative Habitat Evaluation Index (QHEI)*. Headwater streams (drainage area less than 1.0 square mile) will be classified using the PHWH Headwater Habitat Evaluation Index (HHEI). Streams with drainage areas greater than 1.0 square mile will be classified using the QHEI. Wetlands and streams within the project area will be photographed.

Wetland boundaries and stream centerlines will be mapped using a portable Global Positioning System (GPS) unit with sub-meter accuracy. GPS data will be entered into a Geographical Information System (GIS) for production of a map illustrating wetland and stream locations and wetland determination data points.

The results of the wetlands and surface water delineation will be presented in a report documenting the size and quality of wetlands and surface waters within the project area. The report will include a written description of wetlands and streams present, maps indicating locations of resources, photographs of the resources, and completed field data forms. The report will include an opinion on jurisdictional status of on-site wetlands and surface waters based upon nexus to Traditional Navigable Waters. However, jurisdictional determination is established only by the U.S. Army Corps of Engineers. The report will include an opinion on category/quality of on-site wetlands and surface waters based upon ORAM and/or HHEI/QHEI scores. However, category/quality of wetlands and streams is determined by the Ohio Environmental Protection Agency.

Environmental Due Diligence and Permitting *(If Authorized)*

Based on our due diligence work and permitting agency coordination (as listed above), the following permits may be required for the Sandusky Bay Pathway project. If Authorized, we will notify the Client via email, and receive email authorization from the Client, per permit, to proceed on the following permits and further agency coordination:

1-B USACE Jurisdictional Determination Request Due Diligence, Request Submittal and Site Visit

The USACE conducts Jurisdictional Determinations (JD) to verify the location of the on-site wetlands and assign each on-site wetland an aquatic class (e.g. Section 10, non-Section 10). Based upon current guidance in effect (i.e. the 2015 Clean Water Rule), all waters and wetlands within the study area would be considered jurisdictional Waters of the U.S. as they are within 1,500 feet from the Lake Erie shoreline. After the Wetland and Other Waters Delineation Report is complete, Design Team will prepare and submit an Approved Jurisdictional Determination request to the U.S. Army Corps of Engineers (USACE) – Buffalo District. The request will include a cover letter and the completed Wetland and Other Waters Delineation Report and aquatic resource summary table. In addition, we will coordinate the scheduling as well as lead the on-site field verification meeting with the USACE. The delineation report will be amended to reflect the results of the field visit, if necessary.

The USACE does not have a statutory obligation to review and complete JD Requests in any particular timeframe. The USACE typically only conducts JD field visits during the growing season (the growing season varies year to year but is typically April to October). Approved JD issued by the USACE are valid for five years.

1-C USACE Section 408 Review Due Diligence

Section 14 of the Rivers and Harbors Act of 1899, as amended, codified in 33 U.S.C. 408 (Section 408), authorizes the Secretary of the Army to grant permission for the temporary or permanent alteration or occupation or use of a USACE civil works project if the Secretary determines that the activity will not be injurious to the public interest and will not impair the usefulness of the project. Alterations refers to any action by any entity other than USACE that builds upon, alters, improves, moves, occupies, or otherwise affects the usefulness, or the structural or ecological integrity, of a USACE project. Alterations also include actions approved as "encroachments" pursuant to 33 CFR 208.10.

According to the *Sandusky, Ohio Sandusky Harbor Project Condition Soundings 2017* drawings prepared by the USACE, the project area is adjacent to the USACE Sandusky Harbors civil works project. According to publicly available documents on the USACE website and the Buffalo District Projects Story Map (assessed on April 25, 2018), no additional civil works projects maintained by USACE are within or directly adjacent to the proposed project limits. However, it is understood that the publicly available documents may be incomplete.

In addition to USACE civil works projects, under the USACE's Continuing Authorities Program, the USACE is involved with federally constructed, locally maintained flood risk management, and streambank and shoreline protection projects. Design Team will coordinate with USACE and the City (if necessary) to determine if a civil works project exists within the project area. If it is determined that such a project exists that may be affected by the proposed project, coordination with the USACE Operations Branch, which may include a Section 408 permit, may be required.

1-D USACE Section 10 Permit Application Package Preparation and Submittal (If Authorized)

USACE authorization pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) is required for structures and/or work in or affecting navigable waters of the U.S. Lake Erie is considered a Section 10 navigable water. As stated in 33 CFR 322, for the purposes of a Section 10 permit, a structure of work under or over a navigable water of the U.S. is considered to have the potential to impact the navigable capacity of the waterbody.

Section 10 includes all land and water surface and bed of a navigable waterbody, which includes all land and waters below the ordinary high-water mark and all adjacent embayments, or backwater areas, ponds or wetlands located below the ordinary high-water mark are considered navigable. USACE authorization is required for work below the ordinary high-water mark. Therefore, work within the wetlands extending south from the bay to the east and west of the old runway will require Section 10 authorization. Driven piles in navigable waters are regulated under Section 10. In addition, the proposed pier in Sandusky Bay will require Section 10 authorization.

The scope and fee for this task assumes that a Section 404 permit is not required. If a Section 404 permit is required, the scope and fee for this task will lower than currently estimated because application for a permit/letter of permission for work regulated under Section 404 (CWA) and Section 10 (Rivers and Harbors Act) can be made by completing and submitting one application form.

Several Nationwide Permits authorize work under both Section 404 and Section 10. However, not all Nationwide Permits grant approval under both Section 10 and Section 404. If the Nationwide Permit authorized by USACE does not include Section 10 authorities in it, the USACE may choose to issue multiple Nationwide Permits for the project or issue a Letter of Permission under Section 10. In the event that a Section 404 permit is not required, a Letter of Permission from the USACE under Section 10 will be requested.

The proposal includes a total of one meeting with USACE-Buffalo District regarding the Section 10 permit; it is anticipated that the meeting will be conducted before the permit application is submitted.

The Endangered Species Act of 1973 (ESA) mandates Federal departments and agencies to conserve listed species and to utilize their authorities in furtherance of the purposes of the ESA. Section 7 of the ESA requires that Federal agencies develop a conservation program for listed species (i.e., Section 7(a)(1)) and that they avoid actions that will further harm species and their critical habitat (i.e., Section 7(a)(2)). Section 7 consultation is required for projects with a federal nexus, including projects that require a federal authorization (e.g. Section 10, 404, or 408 through the USACE or a bridge permit through the U.S. Coast Guard).

Design Team will review the list of Federal endangered, threatened, and candidate species in Erie County on the USFWS website. During the wetland and other surface water delineation field work (Task 1), Design Team will note suitable habitat of any listed species. The information will be included in a letter to the USFWS field office requesting a review of the proposed project. The letter will include Design Team's opinion on the "effect" of the project on listed species known to occur in the county. Before the letter is submitted to USFWS, Design Team will confirm with the appropriate Federal permitting agency to discuss the timing and contents of the letter.

For several permit authorizations, coordination with ODNR is a requirement that must be fulfilled to secure funding, licensing, or permitting at both the state and federal level. Coordination letters that are prepared through ODNR's Environmental Review Program are done so under the authority of the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), the Fish and Wildlife Coordination Act (FWCA), the Clean Water Act (CWA), the Coastal Zone Management Act (CZMA), and other applicable laws and regulations. Therefore, Design Team will submit a request for an Environmental Review of the project through the ODNR – Division of Wildlife (DOW). The DOW provides recommendations and guidance on how to minimize and/or avoid impacts to state-listed rare, threatened and endangered wildlife known to occur in the county. An environmental review considers the habitats that are present at and adjacent to a project site and the potential impacts to species and their habitats.

Based upon nature of Sandusky Bay, it is likely that the USFWS and ODNR response letters will include specific recommendations to protect listed species including but not limited to seasonal construction restrictions. The response letters will be submitted with the application materials to the Federal permitting agencies. It is likely that any Federal

agency issuing an authorization will include the recommendations made by USFWS as permit conditions.

1-E USACE Section 404 Nationwide Permit Application Preparation and Submittal (If Authorized)

Section 404 of the Clean Water Act establishes a program to regulate the discharge of dredged or fill material into waters of the United States, including wetlands, administered through the USACE. Therefore, USACE authorization is required prior to activity in on-site wetlands or surface waters identified during the Wetland and Other Surface Waters Delineation (Task 1) that are considered water of the U.S. Driven piles are typically not considered fill, and typically not regulated as impacts or disturbances under Section 404.

Compensatory mitigation is required for impacts to jurisdictional wetlands over 0.10 acre, and for impacts under 0.10 acre by USACE discretion through the Section 404 process. Compensatory mitigation is typically required for all impacts when the project requires an Individual Water Quality Certification through Ohio EPA.

The stream portion of the Ohio Stream and Wetland Valuation Metric (SWVM) is effective as of February 23, 2018. The Ohio SWVM is applicable when compensatory mitigation is required for impacts to wadable perennial, intermittent, or ephemeral streams. It is utilized to analyze a stream's baseline condition while also tracking the progression of any projected physical, chemical and/or biological functional lift achieved through compensatory mitigation. If Authorized, data collection for each wadable stream requiring mitigation will include QHEI, HHEI, basic water quality indicators (i.e. specific conductivity, pH, and dissolved oxygen), laboratory testing of total iron, aluminum, and manganese, Headwater Macroinvertebrate Field Evaluation Index (HMFEEI), and Invertebrate Community Index (ICI).

The SWVM incorporates a variety of information and data, including: proposed stream impacts; stream habitat and biological data; and corresponding stream mitigation evaluations. This information is compiled in a spreadsheet and an Index Score is generated. The Index Score is used to calculate necessary debits/credits for stream mitigation. It is assumed that compensatory mitigation will be achieved through purchase of credits through an approved Mitigation Bank and/or In-Lieu Fee program within the project's service area. Design Team will identify existing Mitigation Banks and In-Lieu Fee Programs within the project's service area. The Client would be responsible for all mitigation-related fees. An on-site permittee responsible mitigation proposal or plan is not included in this proposal.

If stream impacts are proposed where the application of Ohio SWVM is not appropriate (i.e. proposed impacts or compensatory mitigation on a non-wadable stream), Design Team will coordinate with the Client to determine the desired form of compensatory mitigation and develop a compensatory mitigation plan for proposed impacts. Compensatory mitigation will likely be achieved through purchase of credits through an approved Mitigation Bank and/or In-Lieu Fee program within the project's service area. The Client would be responsible for all mitigation-related fees. An on-site permittee responsible mitigation proposal or plan is not included in this proposal.

This scope does not include the determination of mitigation required for impacted wetlands based on the Ohio Stream & Wetland Valuation Metric (SWVM) which has not been released at the date of this proposal. Wetland mitigation will be based upon mitigation regulations in effect at the date of the proposal. If compensatory mitigation

for wetlands is required, Design Team will identify existing approved Mitigation Banks and/or In-Lieu Fee programs within the project's service area and will coordinate with the Client to determine the desired form of compensatory mitigation. The Client would be responsible for all mitigation-related fees. An on-site permittee responsible mitigation proposal or plan is not included in this proposal.

A Section 404 is generally valid for five years after the date it is issued. Construction activities must be completed within those five years and according to any conditions listed in the permit, unless an extension is granted upon a written request received before the permit expires.

If Due to the scope of work, it is assumed that the project will meet the conditions of the Nationwide Permit Program. Section 404 Nationwide Permit Application Package Preparation and Submittal Proposed impacts to waters of the U.S. may qualify for authorization under Nationwide Permit (NWP) 14 – Linear Transportation Projects, NWP 33 – Temporary Construction, Access, or Dewatering, or NWP 42 – Recreational Facilities if the following conditions are met:

- Combined impacts to non-tidal wetlands and other waters are under 0.5 acre, and
- Loss of stream bed is under 300 linear feet

If these conditions are met, Design Team will prepare and submit a Pre-Construction Notification under the Nationwide Permitting Program to the USACE – Buffalo District. The Nationwide Permit application package generated by Design Team will include:

- Cover letter providing description of proposed activity and proposed impacts;
- Completed application form and aquatic resource summary table;
- Delineation Report with ORAM forms (to be completed during Task 2-A);
- Compensatory mitigation proposal through an existing approved Mitigation Bank or In-Lieu Fee program;
- Documentation of request for an Environmental Review through the Ohio Department of Natural Resources (ODNR) Division of Wildlife (DOW) and associated response if received by date of NWP application submittal;
- Documentation of request for information on Federally listed, threatened, and candidate species submitted to the United States Fish & Wildlife Service and associated response if received by date of NWP application submittal;
- Documentation and discussion of findings of a desktop review of recorded historic sites listed on the Ohio History Connection Online Mapping System; and
- Plan set showing wetland and surface water boundaries (to be completed by others under separate cover)

An ORAM verification through Ohio EPA is required for impacts to jurisdictional and isolated wetlands. This scope includes one ORAM verification field visit with Ohio EPA.

The proposal includes a total of one meeting with USACE-Buffalo District regarding the Section 404 Nationwide Permit; it is anticipated that the meeting will be conducted before the permit application package is submitted.

The USACE permit review period for a Nationwide Permit application is generally 45 days which begins upon the receipt of a complete application to the USACE. However, a Section 404 permit cannot be issued until a Section 401 Water Quality Certification is

issued through the Ohio EPA (If Authorized) and a Section 408 authorization is issued through USACE (If Authorized).

1-F Ohio EPA Section 401 Individual Water Quality Certification Application Package Preparation and Submittal (If Authorized)

A Section 401 Water Quality Certification through the Ohio Environmental Protection Agency (EPA) is required for activities that require federal permits such as a Section 404 permit, a Section 10 permit, or a U.S. Coast Guard permit. General 401 WQC can be granted under the Section 404 Nationwide Permitting Program. Under certain conditions, such as when 401 Special Conditions and Limitations for 401 WQC under the Nationwide Permit Program are not met an Individual Section 401 WQC is required through the Ohio EPA.

Typical Individual Section 401 Water Quality Certification application materials include but is not limited to the following information that will be generated by Design Team:

- A cover letter;
- Completed application form and applicable impact tables;
- A copy of the USACE jurisdictional determination letter;
- Delineation Report with ORAM forms;
- Data sufficient to determine aquatic life use for impacted streams;
- Detailed mitigation plan;
- Correspondence with the Ohio Department of Natural Resources and the USFWS regarding listed species and their habitat;
- Alternatives analysis including descriptions, schematics, and economic information;
- A copy of the USCAE public notice regarding the 404-permit application if applicable; and
- Applicable fees (to be paid by the client)

The Applicant is responsible for issuing a Public Notice, which lasts 30 days. The public notice must appear for at least one day in the newspaper of general circulation where the project is located. A Public Hearing may be conducted by Ohio EPA.

Ohio Revised Code division 6111.30(B) requires Ohio EPA to review an application within 15 business days of submission and to notify the applicant in writing whether the application is considered complete or not. If incomplete, the letter will specify what parts of the application package are missing or require additional information to be submitted. If complete, the letter will specify what type of public notice is required for the proposed project. The letter will also provide the name and contact information for the application reviewer assigned to that project. This notification will be a letter that is sent to the applicant or their designated agent. The applicant, or their agent, will be asked to acknowledge receipt of the 15-day review letter by signature.

Ohio EPA will then begin the review process. An Individual 401 WQC review is statutorily limited to 180 days upon confirmation of a completed application.

The proposal includes a total of two meetings with the Ohio EPA regarding the Section 401 WQC; it is anticipated that one meeting will be conducted before the permit application package is submitted.

A 401 certification expires upon the expiration of the applicable federal license or permit (e.g. Section 404 permit). A 401 certification remains valid if the applicable federal

license or permit is extended so long as no additional water quality impacts beyond those authorized in the original or modified 401 certification will result from the renewal of that certification.

1-G USACE Section 408 Review Preparation and Submittal (If Authorized)

If a Section 408 review is required, Design Team will prepare and submit the review documents to the USACE and coordinate with the USACE. According to the USACE Policy and Procedural Guidance for Processing Requests to Alter US Army Corps of Engineers Civil Works Projects Pursuant to 33 USC 408 (EC 1165-2-220) draft dated January 23, 2018, the requirements for a complete Section 408 request include the following.

- Statement of No Objection for projects with a non-federal sponsor to document that the sponsor is aware of the scope of the Section 408 request and does not object to the request to being submitted for review;
- USACE project and alternation description including necessary drawings, sketches, maps, and plans;
- Technical analysis and designs meeting USACE design and construction standards, which may include but is not limited to a hydrologic and hydraulic system analysis and a Quality Control Plan,
- Environmental compliance with the National Environmental Policy Act;
- Real estate requirements including maps depicting real estate rights;
- A description of operation, maintenance, repair, replacement, and rehabilitation needs;
- Sufficient information to update the project's Operation and Maintenance Manual

The USACE will make the following determinations to complete the Section 408 review: completeness determination, impacts to the usefulness of the USACE project, injurious to the public interest, and legal and policy compliance. The USACE will issue a Public Notice as part of the Section 408 process.

The USACE may require post-permission oversight including construction oversight, as-builts, O&M manual update, post construction closeout, administrative record. Post permission oversight is not included in this scope of services.

If Section 408 review is required, the Section 408 decision must be made before the Section 10 and Section 404 decision is issued.

The proposal includes a total of one meeting with USACE-Buffalo District regarding the Section 408 review.

1-H ODNR Shore Structure Permit Application Package Preparation and Submittal (If Authorized)

A Shore Structure Permit (ORC §1506.40) is required to construct a beach, groin, revetment, seawall, bulkhead, breakwater, pier, jetty or any other structure to control erosion, wave action, or flooding along or near the Ohio shoreline of Lake Erie (including the islands, bays, and inlets). Shore Structure Permits may be required for structures built in or partially in the water, completely out of the water, or above the Ordinary High-Water Mark. The trail within the Bay and/or any bulkhead may require a

shore structure permit. Design Team will prepare and submit the following to ODNR – Office of Coastal Management:

- Shore Structure Permit application(s);
- Construction drawings (to be completed by others under separate cover);
- A copy of any calculations (stability analysis, wave force analysis, sediment budget, etc.), and background information (photos, studies, historical data, material specifications, WIS reports, etc.) used by the professional engineer in designing the structure will be provided (to be completed by others under separate cover); and
- The engineering methods (ACES, Corps of Engineer Manuals, etc.) and the design conditions (geology, wave height, wind direction, water level, water depth, etc.) used by the professional engineer in designing the structure, should also be specified (to be completed by others under separate cover).

The proposal includes a total of one meeting with ODNR – Office of Coastal Management regarding the Shore Structure Permit; it is anticipated that at least one meeting will be conducted before the application is submitted.

If the application is deemed to be complete, ODNR's review does not generate any concerns, and all applicable state regulations (including Submerged Lands Leasing) are complied with, a Shore Structure Permit can be issued within approximately 120 days.

A Shore Structure Permit is generally valid for two years after the date it is issued. Construction activities must be completed within those two years and according to any conditions listed in the permit, unless an extension is granted upon a written request received before the permit expires.

1-I ODNR Federal Consistency Certification Preparation and Submittal (If Authorized)

Applicants for federal licenses or permits for proposed projects that are located within Ohio's Designated Coastal Management Area must submit a signed Consistency Statement and provide necessary data and information so ODNR may review the proposed project to determine whether it will be implemented in a manner that is consistent with the Ohio Coastal Management Program's enforceable policies. After each Federal Consistency review is complete, ODNR will either issue a Concurrence, Conditional Concurrence, or Objection.

- If ODNR issues a Concurrence, the "Federal action" may proceed with the proposed activity.
- If ODNR issues a Conditional Concurrence, the "Federal action" may proceed only if the activity is amended to include the conditions listed.
- If ODNR issues an Objection, the "Federal action" may not proceed.

"Federal actions" include federal agency activities, federal license or permit activities, and federal financial assistance to state and local governments. Federal Consistency may apply to federal actions regardless of the project's location.

Design Team will coordinate with ODNR and submit the necessary documentation in order for ODNR to review the project for federal consistency in accordance with the Combined Coastal Management Program and Final Environmental Impact Statement for the State of Ohio Volume I, April 2007, Chapter 7 Federal Consistency. This will include a certification statement specifying that the proposed activity complies with and

will be conducted in a manner consistent with the OCMP, which will be submitted to federal permitting agencies and to ODNR. In addition, ODNR may request the following:

- A detailed description of the proposed activity and its associated facilities, which is adequate to permit the assessment of possible coastal area impacts;
- A copy of federal applications and supporting information supplied to the federal agencies;
- An assessment relating the probable coastal area effects of the proposal and associated facilities to the enforceable policies of the OCMP;
- A set of findings indicating that the proposed activity, associated facilities and effects are consistent with the OCMP. 15 C.F.R. § 930.58.

ODNR will begin the formal consistency review process once ODNR receives a copy of the certification and necessary supporting information. ODNR will complete reviews within reasonable time periods afforded by routine public notices whenever possible. However, ODNR may take up to six months to respond to a certification. Federal regulations (15 C.F.R. §930.2) require state coastal management programs provide a public comment period as part of the consistency review process.

1-J Habitat and/or Listed Species Surveys (If Authorized)

Coordination with the USFWS and ODNR is included in the Section 10 permitting task (Task 1-C). It is possible that USFWS and/or ODNR may recommend habitat suitability surveys for listed species and/or listed species surveys before construction can occur. It is not feasible to determine what surveys may be requested by the agencies until a request has been submitted. If Authorized, Design Team will coordinate and oversee the surveys completed by qualified individuals or organizations. The cost includes the coordination with USFWS and/or ODNR.

1-K Section 106 (Historic/Archeologic) Surveys (If Authorized)

Coordination with the State Historic Preservation Agency (SHPO) regarding Section 106 is conducted by the USACE during the Federal permitting review process. SHPO may require desktop and/or field surveys regarding potential historic and/or archaeologic features. It is not possible to anticipate the level of effort, if any, that would be requested by SHPO. However, this Task includes desktop review and a Phase I archaeological investigation (any underwater surveys required would be conducted by

Task 2 –Design & Opinion of Probable Costs for Mill Street to Venice Road at Edgewater Avenue

Task 2 Study Area: Mill Street (at the existing Pathway terminus) to Madison Street through to Sloan Street and Monroe Street to Edgewater Avenue at the intersection of Edgewater and Venice Road.

Geotechnical Engineering:

The Scope of Services, as outlined in Task 1 – Schematic Alignment Study and Conceptual Opinion of Probable Costs Geotechnical Engineering, will apply to this task for the proposed pathway as defined in the Task 2 Study Area description in this scope of services document.

For Task 2, Design Team will advance a total of eleven (11) soil borings along this trail to 6.5 feet deep or augur refusal. Figures 4 below shows the proposed Boring Locations along Task 2 Trail segments.



Figure 4: Task 2 Soil Borings.

Topographic & Boundary Survey, Right-of-Way Plans, Legal Descriptions, Appraisals & Negotiation:

Topographic & Boundary Survey

- A. Topographic Survey - The Scope of Services, as outlined in Task 1 - Design & Opinion of Probable Costs for First Street to Shoreline Drive Topographic Survey, will apply to this task for the proposed pathway as defined in the Task 2 Study Area description in this scope of services document.
- B. Boundary Survey - Services will consist of a field survey to define a right-of-way line for each street including the intersecting property lines as applicable for defining easements and/or lot splits for the proposed pathway as defined in the Task 2 Study Area description in this scope of services document. This scope of services does not include full boundary surveys of the parcels adjacent to the public roadways but do include boundary work to identify property lines along the right-of-way. The boundary survey includes research of deeds (scanned) and record surveys, searching for existing pins, and generating a boundary survey in AutoCAD for property boundaries with a signed/sealed drawing.

Right-of-Way Easement Documents

The Scope of Services, as outlined in Task 1 - Design & Opinion of Probable Costs for First Street to Shoreline Drive Right-of-Way Easement Documents, will apply to this task for the proposed pathway as defined in the Task 2 Study Area description in this scope of services document.

Right-of-Way Appraisals, Negotiations & Title Research

The Scope of Services, as outlined in Task 1 - Design & Opinion of Probable Costs for First Street to Shoreline Drive Right-of-Way Appraisals, Negotiations & Title Research, will apply to this task for the proposed pathway as defined in the Task 2 Study Area description in this scope of services document.

FEE ASSUMPTIONS:

1. The proposed Title Fees are based upon the title work being authorized with completing all titles for this phase within 8 months from date of authorization to proceed. The cost proposal assumes a maximum of 60 ownerships and a maximum of 68 auditor parcels to research. We will require a minimum of 75 days to complete this title research.
2. The proposed Appraisal Fees are based upon the appraisal work being fully authorized for all properties and completed within 10 months from the date of authorization to proceed. The cost proposal assumes a maximum of 60 appraisals. We will require a minimum of 4 months to complete all appraisals.
3. The Scope of Work and Cost Proposal assumes no appraisal review will take place.
4. The proposed Negotiation Fees are based upon the negotiation work being authorized with negotiations for up to 60 ownerships within 12 months from the date of authorization to proceed. Design Team will complete all right of way acquisitions in this phase within 10 months or less from appraisal approval date by the Client
5. The proposed Closing Fees are based upon the easement acquisitions only with the closing work being authorized to proceed for up to 60 ownerships and owner funds available and provided by the Client within 30 days from Design Team obtaining a signed owner agreement. Design Team will complete all closings within 30 days from receipt of property owner funds from the Client
6. Copy and recording fees are estimated and it is assumed all incurred costs by the County will be reimbursed with presentation of paid receipts.
7. It is assumed that there will be no structures acquired, no relocation, no asbestos testing/remediation or structure demolition as part of this proposed project phase.

Task 2 Trail Design

30% Schematic Design

The Scope of Services, as outlined in Task 1 - Design & Opinion of Probable Costs for First Street to Shoreline Drive 30% Schematic Design, will apply to this task for the proposed pathway as defined in the Task 2 Study Area description in this scope of services document.

In addition to the meetings conducted as part of Task 1, Design & Opinion of Probable Costs for First Street to Shoreline Drive 30% Schematic Design, we will conduct two (2) in-person meetings as part of this task.

70% Detailed Design Documents

The Scope of Services, as outlined in Task 1 - Design & Opinion of Probable Costs for First Street to Shoreline Drive 70% Detailed Design Documents, will apply to this task for the

proposed pathway as defined in the Task 2 Study Area description in this scope of services document.

- A. No turning movement traffic counts or LOS analysis will be conducted as part of this task.
- B. We will maintain the existing intersection traffic signal cycle time. The cycle time for each leg will be adjusted, as necessary, to accommodate pedestrian movements within the intersection.
 - a. If the overall intersection traffic signal cycle time needs to be adjusted, the City will perform the necessary calculations.

In addition to the meetings conducted as part of Task 1, Design & Opinion of Probable Costs for First Street to Shoreline Drive 70% Detailed Design Documents, we will conduct two (2) in-person meetings as part of this task.

100% Construction Documents

The Scope of Services, as outlined in Task 1 - Design & Opinion of Probable Costs for First Street to Shoreline Drive 100% Construction Documents, will apply to this task for the proposed pathway as defined in the Task 2 Study Area description in this scope of services document.

In addition to the meetings conducted as part of Task 1, Design & Opinion of Probable Costs for First Street to Shoreline Drive 100% Construction Documents, we will conduct two (2) in-person meetings as part of this task.

Environmental Due Diligence and Permitting - Required

The scope assumes that 1.) Task 2 is authorized at the same time as Task 1, 2) field visits for Task 1 and Task 2 would be conducted on the same day(s), 3) the reporting for Task 1 and Task 2 would be combined, 4) one JD request would be submitted which would include the study area in both Task 1 and Task 2, 5) due diligence for Task 1 and Task 2 would be conducted simultaneously, and 6) for all required permits (including *If Authorized* permits), one permit would be submitted that would include both Task 1 and Task 2 study areas.

The following due diligence, permits, and agency coordination would be performed as part of Task 2:

2-A Wetland and Other Surface Waters Delineation and Report

Design Team will include the Task 2 study area (in the Task 1-A above. Specifically, the following will be conducted:

- The published map review will include the Task 2 study area
- The Task 2 study area will be reviewed in the field, and potential wetlands and other surface waters will be investigated
- Observations regarding wetlands and potential wetlands will be documented on USACE Wetland Determination Forms
- ORAM scoring sheets will be completed for wetlands
- QHEI/HHEI forms will be completed for other surface waters as appropriate
- Areas investigated (potential wetlands or other surface waters) will be described in the report, included in the photograph log, and the location will be shown in the report mapping.

Environmental Due Diligence and Permitting *(If Authorized)*

Based on our due diligence work and permitting agency coordination (as listed above), the following permits may be required for the Sandusky Bay Pathway project. If Authorized, we will notify the Client via email, and receive email authorization from the Client, per permit, to proceed on the following permits and further agency coordination:

2-B USACE Jurisdictional Determination Request Due Diligence, Request Submittal and Site Visit

Design Team will include the Task 2 study area in the Approved Jurisdictional Determination request to the U.S. Army Corps of Engineers (USACE) – Buffalo District, which will be prepared as part of Task 1-B. The Task 2 study area will be reviewed during the JD site visit as appropriate, if such a site visit is requested by the USACE.

2-C USACE Section 408 Review Due Diligence

Design Team will include the Task 2 study area in the Task 1-C Section 408 due diligence to determine if a Section 408 review or related review by the USACE Operations Branch is required during the permitting process.

2-D USACE Section 10 Permit Application Package Preparation and Submittal (If Authorized)

If any work is proposed over, under, or within a Section 10 water, the proposed activity will be included in the pre-application materials, and in the Section 10 permit application prepared and submitted under Task 1-C. In addition, the ODNR and USFWS coordination completed as part of the Section 10 permit application materials will include the Task 2 study area.

2-E USACE Section 404 Nationwide Permit Application Preparation and Submittal (If Authorized)

If the discharge of dredged or fill material into waters of the United States, including wetlands, is proposed during Phase II activities, the proposed impacts will be included in the Section 404 Nationwide permit materials described in Section 2-F.

2-F Ohio EPA Section 401 Individual Water Quality Certification Application Package Preparation and Submittal (If Authorized)

If an Individual Section 401 Water Quality Certification is required, the Task 2 study area will be included in the application materials prepared and submitted to Ohio EPA as part of Task 1-J.

2-G ODNR Federal Consistency Certification Preparation and Submittal (If Authorized)

Design Team will coordinate with ODNR and submit the necessary documentation in order for ODNR to review the proposed Task 2 activities for federal consistency. This will be done in conjunction with the submittal for Phase I (Task 1-H).

2-H USACE Section 408 Review Preparation and Submittal (If Authorized)

If a Section 408 review is required, Design Team will prepare and submit the necessary documents to the USACE and coordinate as necessary with the USACE in conjunction with Task 1-L.

2-I Habitat and/or Listed Species Surveys (If Authorized)

Coordination with the USFWS and ODNR is included in the Section 10 permitting task. It is possible that USFWS and/or ODNR may recommend habitat suitability surveys for listed species and/or listed species surveys before construction can occur. It is not feasible to determine what surveys may be requested by the agencies until a request has been submitted. If Authorized, Design Team will coordinate and oversee the surveys completed by qualified individuals or organizations. The cost includes the coordination with USFWS and/or ODNR, the cost of the habitat and/or species surveys (to be completed by others).

Task 3 – Signage and Wayfinding Design & Opinion of Probable Costs

Signage and Wayfinding Design

Using the Branding, Signage and Wayfinding Conceptual Plan that was developed by Environmental Design Group for the Sandusky Bay Pathway Update Plan, the following overall design elements will pertain to the signage and wayfinding design package, as defined by the 30% schematic design, 70% detailed design and 100% construction documents below. The signage and wayfinding design package will be prepared as separate construction documents from the Task 1 and Task 2 construction documents.

In addition to the study areas defined within this Scope of Services, the signage and wayfinding design will be applied to the Landing Park study area, as referenced in the Landing Park Design contract between EDG and the City of Sandusky signed and dated June 27 & 28, 2018.

Per our correspondence with City Staff, City of Sandusky Planning Commission approvals are not required and not included in this scope.

30% Schematic Design

- A. We will prepare 30% signage and wayfinding schematic design documents. Anticipated schematic design elements include the following:
 - a. Location plan
 - b. Signage and Wayfinding typology sheet (including the banners and shade structures identified in the Sandusky Bay Pathway Update Plan)
 - c. Signage content typology (not copy at this stage)
 - d. Preliminary materials diagram
 - e. Conceptual layout
- B. 30% schematic design conceptual opinion of probable costs, including industry standard contingency amounts to account for design unknowns at this early stage of the design process. We will deliver the conceptual opinion of probable costs to the Client as a digital pdf file via email.

- C. Review 30% designs with the Client and (potential) project stakeholders. Respond to plan review comments based on Client's and stakeholders review comments. Revisions will be addressed in the 70% Design Document phase of the project, as directed by the Client.
- D. As part of the 30% schematic design phase, the Design Team Project Manager and Lead Technical Engineer will attend up to one (1) in-person meeting with the Client. The meeting frequency, dates, and/or times will be determined on an as-needed basis.
- E. Provide Client with five (5) 11" X 17" (i.e. half size) paper copies of the 30% signage and wayfinding schematic design drawings for the Client's use in reviewing the design package. We will also deliver the plan set to the Client as a digital pdf file via email.

70% Detailed Design Documents

- A. Based on the approved 30% schematic design, we will provide design development for the signage and wayfinding. These plans will address design modifications and revisions needed to address Client and stakeholder review comments and enhancements to the design. Anticipated plans include the following:
 - a. Finalize location plan
 - b. Finalize signage typologies
 - c. Preliminary signage copy content
 - d. Begin development of material and mounting details and technical specifications
 - e. Finalize signage and wayfinding layout and sizing
 - f. Develop font layout, letter size, type styles
- B. Revise and update the 30% opinion of probable construction costs and develop the opinion of probable construction costs to a 70% detailed design level. The contingency amount will be reduced based on additional certainty in the design elements, sizing, etc. We will deliver the conceptual opinion of probable costs to the Client as a digital pdf file via email.
- C. Review 70% designs with the Client and (potential) project stakeholders. Respond to plan review comments based on Client's and stakeholders review comments. Revisions will be addressed in the 100% final Construction Document phase of the project, as directed by the Client.
- D. As part of the 70% detailed design phase, the Design Team Project Manager and Lead Technical Engineer will attend up to two (2) in-person meetings with the Client. The meeting frequency, dates, and/or times will be determined on an as-needed basis.
- E. Provide Client with five (5) 11" X 17" (i.e. half size) paper copies of the 70% detailed design site work drawings and specifications for the Client's use in reviewing the design package.

100% Construction Documents

- A. Based on the approved 70% detailed design, we will prepare construction documents for the signage and wayfinding. Work includes the following:
 - a. Finalize signage copy content
 - b. Finalize material and mounting details and technical specifications

- c. Finalize font layout, letter size, type styles
 - d. Finalize construction documents for the signage and wayfinding
- B. Revise and update the 70% cost opinion and develop the final 100% Opinion of Probable Construction Cost document.
- C. Review 100% construction documents with the Client and (potential) project stakeholders. Respond to construction document review comments based on Client's and stakeholders review comments. Revise construction documents, per Client's and stakeholder review comments. Submit revised construction documents to Client and stakeholders for one (1) additional final review for approval of the final construction documents.
- D. As part of the 100% construction documents development phase, the Design Team Project Manager and Lead Technical Engineer will attend up to one (1) in-person meeting with the Client. The meeting frequency, dates, and/or times will be determined on an as-needed basis.

If called upon, we are available to present the status of the 100% construction documents at a City Commission Meeting.
- E. We will provide the Client with electronic copies of the construction documents for their use in making submittals to the City Building Department and other regulatory agencies.
- F. We will provide the Client with one (1) 22" X 34" paper copy and five (5) 11" X 17" (i.e. half size) paper copies of the final approved construction documents.

Signage and Wayfinding Foundation Design

Design Team will design up to five (5) types of signs for the Sandusky Bay Pathway project. It is noted that any given sign type may be used in multiple locations on the project. The design of the sign structure will be performed by the sign manufacturer. The sign manufacturer will provide Design Team with the reactions at the connection point between the sign and the foundation. Construction documents for the foundation elements for each type of sign based on the foundation recommendations provided in the geotechnical report will be provided.

Task 4 – Grant Writing Assistance *(If Authorized)*

Design Team will provide grant writing assistance to the Client as grants become available. A separate scope of work will be submitted by Design Team via email to the Client for this task. The Client will approve and authorize the scope of work via email to Design Team.

ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of Environmental Design Group and the client, in the event there is a need for work outside the defined scope of services.

1. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. Client will provide known engineering and surveying data and other existing information in the client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities and similar documents.
3. Client will make all provisions for Design Team personnel to enter upon public and private lands as required to perform the described services.
4. This proposal outlines the agreed upon scope of services. It supersedes any other previous requests, discussions, or versions including request for proposals or other client-initiated scope documents.
5. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
6. Additional consultation, research, applications or submittals required for LEED certification have not been included.
7. Client is responsible for all preconstruction conference notification and coordination with utility companies and contractors for any utility relocation that would be necessary.
8. Environmental Design Group will strive to design the overall site grading for an earthwork balance, but site conditions or other variables may prevent balanced earthwork. Therefore, no assurance of balance can be given.
9. This proposal does not include traffic impact studies. We would be happy to provide these services as an additional service if requested by the Client.
10. It is assumed that all appropriate public utilities are available at the site in sufficient capacity to support the proposed development. These would include, but not limited to, water and electric service.
11. This proposal does not include design of any offsite roadway or utility improvements adjacent to the Sandusky Bay Pathway. Any offsite studies, investigations and/or design drawings that may be required will be done under a separate, authorized contract.
12. The preparation of As-Built or Record Drawings is not included in this proposal but can be provided as an additional service if requested.
13. This proposal is based upon the current regulations of the applicable local, county and state regulatory agencies. While Environmental Design Group does not anticipate major changes in these regulations, changes in rules adopted by the agencies during the project process may affect the fees quoted herein and Environmental Design Group reserves the right to renegotiate such fees accordingly.
14. This proposal is based upon preparing a single set of construction documents. If the project is broken into phases requiring multiple sets of construction documents, notice from the Client must be given at the beginning of the design process. After the project kick-off, preparation of subsequent construction document sets will result in additional charges to the client for these services.
15. Although normal provisions for inclement weather will be included in the project schedule that will be developed within 2 weeks of the fully authorized contract for the field work contained within this proposal, unusually bad weather conditions may delay the schedule and estimated completion date. Should such conditions

- occur, Environmental Design Group will notify the Client and provide an adjusted completion schedule.
16. Conceptual mitigation design for permittee responsible for on-site mitigation are not included in this proposal.
 17. The costs do not include any permit fees, mitigation fees, Submerged Land Lease rental fee, or other fees that may be required by the mitigation holder or the agencies. It is the responsibility of the Client to pay these fees if any such fee is encountered.
 18. Per the Client, it is our understanding that all improvements associated with the Sandusky Bay Pathway Update Plan, and carried forward in this design and implementation, will not be considered to have FEMA Flood Hazard Zone AE or Base Flood Elevation (BFE) impacts and will not require the preparation or submittal of a FEMA Letter or Map Change or Letter of Map Amendment. We are assuming that the completion and submittal of a Floodplain Development Permit to the City of Sandusky that the project grading and improvements will have no impact to the FEMA Flood Hazard Zone AE or BFE will be sufficient for this project.
 19. We are assuming that we will not be required to prepare project HEC-RES modeling or coastal modeling analyses of the project impacts within the FEMA Flood Hazard Zone AE and the associated BFEs. The project will be designed to minimize the floodplain impacts and any impedance of flow due to the project grading or trails.
 20. On-site wetlands and surface waters are jurisdictional Waters of the U.S.; therefore, an Isolated Wetland Permit through Ohio EPA will not be required.
 21. A Coastal Erosion Area (CEA) Permit is not required.
 22. The scope of work included assumes that the alignment will not require a submerged land lease or associated submerged land lease due diligence. If required, Environmental Design Group will provide an additional proposal for scope of work and fee for this effort.
 23. The scope assumes that one wetland and surface waters delineation report, one Jurisdictional Determination submittal, one Section 404 permit application package, one Section 10 permit application package, one Section 401 Water Quality Certification application package, one Shore Structure Permit application package, and one Submerged Land Lease application package will be prepared and submitted that will encompass applicable project features (Tasks 1 through 3).
 24. This proposal is based upon the current regulations of the applicable regulatory agencies. The stream portion of the Ohio Stream & Wetland Valuation Metric (SWVM) went into effect on February 23, 2018. The wetland portion of the Ohio SWVM is under development as of the date of this scope of services. This scope does not include the determination of mitigation required for impacted wetlands based on the Ohio Stream & Wetland Valuation Metric (SWVM) which has not been released at the date of this proposal. Wetland mitigation will be based upon mitigation regulations in effect at the date of the proposal. This proposal does not include additional data collection to determine quality other than the ORAM. Changes in rules adopted by the agencies during the project process may affect the fees quoted herein and Environmental Design Group reserves the right to renegotiate such fees accordingly.
 25. Coordination with the State Historic Preservation Agency (SHPO) regarding Section 106 surveys are limited to a desktop review and a Phase I archaeological investigation. A Phase II or Phase III archaeological survey is not included in the scope or fee.
 26. Environmental Design Group offers professional services and will work to accomplish the client's goals, but the fees established herein shall be paid regardless of the outcome. Environmental Design Group will advise the Client on

- the likely approvability of the project but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory processes.
27. Environmental Design Group will include normal review durations by the public agencies, based on our experience, in the project schedule that will be developed within 2 weeks of the fully authorized contract. However, the actual duration of such reviews is beyond the control of Environmental Design Group and extended review periods may impact and/or delay project completion.
 28. Based upon the scope of the project and anticipated environmental, cultural, and ecological effects, it is unlikely that an Environmental Impact Statement (EIS) will be required. Therefore, the scope of services does not include the preparation of EIS. If EIS is required, Environmental Design Group will prepare a separate scope of services to complete the task.
 29. The Client will be responsible for construction administration, management and observation services. Environmental Design Group is available to assist the Client in observation of the site work installation, regular attendance at job site meetings, normal site observation services, full-time inspection services or more extensive review of submittals as an additional service, if authorized.
 30. Any revisions to the master plan that served as the basis for the scope of services in this proposal after final engineering has begun may result in additional costs that will be billed on a time and material basis.
 31. Unless bidding assistance and construction administration services have been included in the proposal, Environmental Design Group's work will be considered complete when all comments from reviewing agencies have been addressed and approval has been received from the reviewing agencies or the project has been terminated by the Client. Work requested by the Client after Environmental Design Group's plans are approved will be considered outside the scope of this agreement and will be completed after negotiation of an amendment to this agreement.
 32. Opinions of construction cost or estimates of construction cost prepared by Environmental Design Group under this agreement are just that. Environmental Design Group does not warrant or guarantee that the project can be constructed for those amounts and the Client agrees that Environmental Design Group cannot be held liable for any discrepancies between bid costs and our opinions or estimates.
 33. Environmental Design Group will assist the Client in preparing accurate and complete grant applications. The Client acknowledges that the success of the grant application is solely dependent on ranking and decision of the grant application submitted and therefore does not hold Environmental Design Group liable for the outcome of the application.
 34. Federal funds are not being used for this project, therefore federal design standards are not being followed for this project. Additional design fees will be necessary if federal design standards are desired for the project.

SCHEDULE

**As mutually agreed upon once the scope of services is finalized. A proposed schedule will be submitted by Environmental Design Group to the Client within two weeks of the fully authorized scope of services and contract.*

INVOICING PROCEDURES AND TERMS

Invoices will be submitted monthly.

PROJECT QUOTATION

Environmental Design Group's fee for these professional services will be a **lump sum** for the following tasks:

Task 1 – Design & Opinion of Probable Costs for First Street to Shoreline Drive (Excluding Pier Track Design)	\$ 841,314.00
Task 2 – Design & Opinion of Probable Costs for Mill Street to Venice Road at Edgewater Avenue	\$ 938,853.00
Task 3 – Signage and Wayfinding Design & Opinion of Probable Costs	\$ 98,704.00
Task 4 – Grant Writing Assistance <i>(If Authorized)</i>	<u>\$ 70,000.00</u>
Total:	\$1,948,871.00

PROJECT INITIATION PROCEDURES

Environmental Design Group understands that the City of Sandusky will prepare their standard agreement for professional design services for this project.

If there is a need for clarification or if changes in contractual arrangements are desired, please don't hesitate to contact me at 330-375-1390.

Sincerely,

Dwayne Groll, P.E.
President

Michelle Johnson
Director