



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
JUNE 22, 2020 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dick Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
APPROVAL OF MINUTES	June 8, 2020
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

**CONSENT AGENDA ITEMS**

**A. Submitted by Debi Eversole, Housing Development Specialist**

**PURCHASE AND SALE AGREEMENT FOR ONE PARCEL THROUGH LAND BANK PROGRAM**

**Budgetary Information:** The city will recoup the cost of the expenses from the sale, if any. The purchase price is \$30,000.00. Out of the remaining proceeds of the sale, \$11,080.56 will be applied to the future assessments on the property and the rest will be applied to debt service on the infrastructure bonds. The taxing districts will begin collecting real estate taxes of approximately \$581.00 per year for the vacant land, plus real property taxes that will be assessed at 35% of the appraised value of the new structure. The applicant is eligible for a 10 year, 75% tax abatement on the new construction.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel No. 60-00043.031, located at 4205 Ferndale Drive in the Cold Creek Crossing subdivision is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**B. Submitted by Michelle Reeder, Finance Director**

**ANNUAL SUBMERGED LANDS LEASE PAYMENT FOR SANDUSKY SAILING CLUB**

**Budgetary Information:** This submerged land lease is payable by the City of Sandusky as the lease holder. The Sandusky Sailing Club will reimburse the City for the cost of the lease pursuant to their Lease agreement with the City. ODNR does not allow a sub-lease holder to make a Submerged Land Lease payment on the City's behalf.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to make payment to the Ohio Department of Natural Resources (ODNR), Office of Coastal Management for rental payment on submerged lands lease File No. SUB-0530-ER, for the period of September 1, 2018 to August 31, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**C. Submitted by Angela Byington, Planning Director**

**SUBRECIPIENT AGREEMENT WITH OHgo FOR MOBILE FOOD PANTRY AND MARKET**

**Budgetary Information:** The city will award OHgo a total of \$15,000 for the OHgo Mobile Food Pantry and Market for CDBG Program Year FY2020. 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 FY20 Community Development Block Grant funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**D. Submitted by Angela Byington, Planning Director**

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

**Budgetary Information:** The city will award the Erie County Senior Center a total of \$30,000 for the Meals on Wheels program for CDBG program year FY 2020. 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 their Meals on Wheels program and to expend an amount not to exceed \$30,000 from the FY2020 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 Michelle Reeder, Finance Director**

**COUNTY CORONAVIRUS RELIEF FUND ELIGIBILITY FOR CARES ACT**

**Budgetary Information:** There is no budgetary impact. HB481 provides for the distribution of federal coronavirus relief funding to local subdivisions. The disbursements will flow from the state through the county auditors and then to the city. The City of Sandusky expects to receive nearly \$510,000.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed affirming that funds from the County Coronavirus relief fund will be expended only to cover costs of the city of Sandusky, Ohio, consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C 801 (formerly 42 U.S.C 601), and any applicable regulations as is necessary pursuant to H.B. 481, before receiving said funds; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

**REGULAR AGENDA ITEMS**

**ITEM #1 - Submitted by Matt Lasko, Chief Development Officer**

**PURCHASE OF 2106 PARKVIEW BOULEVARD**

**Budgetary Information:** The city will be responsible for paying \$25,000 (plus closing costs) for the purchase of the property located at 2106 Parkview Boulevard. The source of funding is Community Development Block Grant funding.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a purchase and sale agreement for the purchase of real property located at 2106 Parkview Boulevard, Sandusky, and identified as Parcel No. 58-01860.000 for the purpose of blight elimination and demolition; and declaring this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #2 – Submitted by Stuart Hamilton, IT Manager**

**CITY OWNED FIBER EXTENSION TO AMTRAK STATION**

**Budgetary Information:** The estimated cost of the project including advertisement and miscellaneous expenses is \$67,000 to be paid from our Ohio Transit Partnership Program (OTP2) grant and in accordance to all ODOT procurement regulations. There will be no local match.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving and declaring the necessity for the city to proceed with the proposed city owned fiber extension to the Amtrak station for transit operations project; 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 #3 – Submitted by Michelle Reeder, Finance Director**

**APPROPRIATIONS AMENDMENT #1**

**Budgetary Information:** Appropriation amendments are required to update the 2020 budget. Examples include, but are not limited to:

- CDBG FY20 Grant
- Federal Forfeiture funds
- FEMA Grant
- Mylander funds
- Criminal Justice Grant
- Storm water funds

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed adopting amendment No. 1 to ordinance No. 20-058 passed by this city commission on March 23, 2020, making general appropriations for the fiscal year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 – Submitted by Michelle Reeder, Finance Director**

**ONE YEAR EXTENSION OF AUDIT CONTRACT WITH REA & ASSOCIATES**

**Budgetary Information:** The total cost of \$50,160 will be paid from the general fund (\$25,080), water fund (\$12,540) and sewer fund (\$12,540).

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to execute an agreement between the Auditor of State, City of Sandusky, Erie County, and Rea & Associates, Inc. for auditing services for the fiscal year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**CITY MANAGER'S REPORT**

**OLD BUSINESS**

**NEW BUSINESS**

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

**EXECUTIVE SESSION(S)**

**ADJOURNMENT**

Online: [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us) – Click “Play” 



## COMMUNITY DEVELOPMENT

240 Columbus Avenue, 4<sup>th</sup> Floor  
Sandusky, Ohio 44870  
419.627.5832  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: June 15, 2020

RE: City Commission Agenda Item

**ITEM FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 4205 Ferndale Drive and further identified by the Erie County Auditor as Permanent Parcel No. 60-00043.031.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on February 24, 2014 pursuant to Resolution 008-14R and received a Sheriff's Deed on March 4, 2016 through foreclosure for delinquent real estate taxes. Julie and Michael Wambold have requested acquisition of this vacant nonproductive land and the Land Bank Committee recommended the purchase and sale on June 15, 2020.

The vacant lot is located in the Cold Creek Crossing Subdivision and Mr. & Mrs. Wambold propose to construct a single-family residential structure on the parcel that will be owner occupied. Wayne Homes will be contracted to construct an approximately 1,727 sq. ft. home with an attached two (2) car garage that will have three (3) bedrooms and two (2) baths. Construction is scheduled for summer 2020 and the purchasers would like transfer of the title as soon as possible so they can finalize design and finish selections.

Sale of lots in the Cold Creek Crossing Subdivision slowly came to a halt during the housing crisis of 2008 and soon thereafter, the development company quit paying property taxes and assessments. The Land Bank has acquired the remaining parcels consisting of forty seven (47) parcels of vacant residential land and five (5) reserve areas. Subject to future City Commission approval, it is the Land Bank Committee's intent that a request for proposals (RFP) be issued for the Cold Creek Crossing Subdivision parcels in order to solicit a private developer to purchase the lots in bulk and complete the construction of the subdivision. However in the interim, the Land Bank Committee does not want to impede progress and would like to be responsive to those that request to purchase a parcel for new construction thereby putting the non-productive property back into tax producing status in a timely fashion.

The purchase price for the property will be thirty thousand dollars (\$30,000.00), which is approximately the current Erie County Auditor's valuation of the property and no less than fair market value.

The sale of the parcel will provide new residential in-fill housing that will protect and enhance surrounding property values and will help work toward the completion of the Cold Creek Crossing Subdivision. Not only will this vacant non-productive parcel be put back into tax producing status, but the new residential construction will provide increased revenue for the taxing districts.

**BUDGET IMPACT:** The City will recoup the cost of the expenses from the sale, if any. Out of the remaining proceeds of the sale, eleven thousand eighty dollars and fifty six cents (\$11,080.56) will be applied to the future assessments on the property and the rest will be applied to debt service on the infrastructure bonds.

The taxing districts will begin collecting real estate taxes of approximately five hundred eighty one dollars (\$581.00) per year for the vacant land, plus real property taxes that will be assessed at 35% of the appraised value of the new structure. The applicant is eligible for a 10 year, 75% tax abatement on the new construction.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Julie and Michael Wambold to sell the property no longer needed for any municipal purpose located at 4205 Ferndale Drive, and further identified by the Erie County Auditor as Permanent Parcel No. 60-00043.031 for a purchase price of thirty thousand dollars (\$30,000.00). It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing within thirty (30) days as usual and customary in the sale of real estate.

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Debi Eversole  
Housing Development Specialist

I concur with this recommendation:

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Matthew D. Lasko  
Chief Development Officer

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Eric L. Wobser  
City Manager

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Michelle Reeder, Finance Director

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

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 60-00043.031, LOCATED AT 4205 FERNDAL IN THE COLD CREEK CROSSING SUBDIVISION IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, the City Commission previously authorized the acquisition of the property located at 4205 Ferndale Drive, Parcel No. 60-00043.031 by Resolution No. 008-14R, passed on February 24, 2014, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

**WHEREAS**, Julie and Michael Wambold have requested to purchase this vacant nonproductive land for the purpose to construct a single-family residential structure with three (3) bedrooms, two (2) bathrooms, and an attached two (2) car garage; and

**WHEREAS**, the purchase price of the property is \$30,000.00, which is the current Erie County Auditor's valuation of the property and no less than fair market value; and

**WHEREAS**, the Land Bank Committee met on June 15, 2020, and approved the acquisition and sale of this property to Julie and Michael Wambold; and

**WHEREAS**, any customary fees that may be due and payable in the ordinary course of the sale and purchase transaction will be recouped by the City upon sale and of the remaining proceeds, \$11,080.56 will be applied to the future assessments on the property and the balance will be applied to debt service on the infrastructure bonds; 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 promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 60-00043.031, located at 4205 Ferndale Drive in the Cold Creek Crossing Subdivision, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, 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 City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchasers, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: June 22, 2020

### **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio hereinafter referred to as the "Seller" and Julie and Michael Wambold, 1012 Central Ave, Sandusky, Ohio 44870 hereinafter referred to as the "Purchasers".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller, one unimproved parcel of real property known as Lot Number thirty one (31) located on Ferndale Drive in the Cold Creek Crossing Subdivision, Sandusky, Ohio, and identified as Erie County Parcel No. 60-00043.031, and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located on known as Lot Number thirty one (31) located on Ferndale Drive in the Cold Creek Crossing Subdivision, Sandusky, Ohio, shall be thirty thousand dollars (\$30,000.00), which approximately the current Erie County Auditor's valuation of the property.
3. Purchasers have read and fully understand the Deed Restrictions of the Cold Creek Subdivision filed for record at RN 200312407, Erie County, Ohio Records and agree to abide by the same. A copy of the Deed Restrictions is attached hereto and incorporated herein as Exhibit "B."
4. Seller shall furnish to Purchasers a quit claim deed conveying to Purchasers all the Seller's interest in the Property. The Property shall be free and clear of liens, delinquent taxes and assessments, and penalties and interest upon transfer of title. Purchasers shall pay all the taxes and assessments due and payable after the date of closing.
5. Purchasers shall construct one (1) single-family residential dwelling on the Property in accordance with the plans attached hereto and incorporated herein as Exhibit "C", which shall be owner occupied. Completion of construction shall occur within twelve (12) months from start of construction, which is scheduled to be on or after July 1, 2020. If the Purchasers fail

to complete construction within twelve (12) months from the closing date, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchasers.

6. The closing date of this transaction shall be no later than 30 days of the executed Purchase Agreement or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency Inc., 327 E. Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

7. The Seller and the Purchasers represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the escrow agent shall first, pay to the Erie County Treasurer the balance of the future special assessments due on the Property out of the proceeds of the sale, and then file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

9. The expenses of closing shall be paid in the following manner:

- a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchasers.
- b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchasers in the manner described in this Agreement shall be paid by Purchasers.
- c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
- d) The cost of transfer and recording of the deed shall be paid by Purchasers.

- e) Any tax imposed on the conveyance of title to the property to Purchasers shall be paid by Purchasers.
- f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchasers.

10. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.

11. The Purchasers have examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledge that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of the property.

12. In the event that the Purchasers breach this Agreement by not closing this transaction on or before 30 days of the executed Purchase Agreement or at such other time as may be mutually agreed upon, in writing, by the parties, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

13. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

15. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representative, and assigns.

**SIGNATURE PAGES TO FOLLOW**

SELLER:

CITY OF SANDUSKY

\_\_\_\_\_  
Eric L. Wobser  
City Manager

STATE OF OHIO )  
                          ) ss:  
ERIE COUNTY    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

PURCHASERS:

\_\_\_\_\_  
Julie Wambold

\_\_\_\_\_  
Michael Wambold

STATE OF OHIO )

) ss:

ERIE COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said County and State, personally appeared Julie and Michael Wambold and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Trevor Hayberger #0075112  
Law Director, City of Sandusky

**EXHBIT "A"**

**Situated in the City of Sandusky, County of Erie and State of Ohio:**

**Being Lot Number Thirty One (31) in Cold Creek Crossing Subdivision Phase I as recorded in Plat Volume 43, Pages 82 & 83, Erie County, Ohio Records.**

**Property Address: Ferndale Drive, Sandusky, Ohio 44870**  
**Tax ID No: 60-00043.031**  
**Tax Mailing Address: 240 Columbus Avenue, Sandusky, Ohio 44870**

DRAFT

## EXHIBIT "B"

(7 PAGES)

RN 200312407 Page 1 of 7  
ERIE COUNTY OHIO RECORDER  
Tish Fraley 7P  
RECORDING FEE: 34.00  
CTR Date 06/27/2003 Time 13:44:58

MIDLAND TITLE SECURITY, INC.  
490897

### DEED RESTRICTIONS COLD CREEK SUBDIVISION SANDUSKY, ERIE COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, that the Cold Creek Development Co., Ltd an Limited Liability Company organized under the laws of the State of Ohio, whose principal place of business is in the City of Sandusky, County of Erie and State of Ohio, the Grantor, all reference herein to which shall be held to include its designees, successors and assigns, with reference to the following property:

Lot numbers one (1) through ninety-five (95) of the Cold Creek Subdivision on file with the Erie County Recorder.

For its benefit and for the benefit of its heirs, assigns, and grantees hereby reserves and subjects the property listed herein and any later subdivisions thereof to the following restrictions that shall run with the land and be binding upon all subsequent purchasers conveyed.

#### PROTECTIVE COVENANTS AND RESTRICTIONS

This conveyance and the rights of grantee under it are subject to the following restrictions, which are part of a general plan to maintain residential standards in the subdivision. The other lots in the subdivision are subject to similar restrictions.

(A) No lot shall be used except for residential purposes. All buildings constructed on the Subdivision for use as single-family dwellings shall have the following minimum footprint, exclusive of basements, attics, garages, garage spaces, porches, decks, and unheated areas:

- (i) One-story-1200 square feet;
- (ii) One and ½ story-800 square feet on the main floor
- (iii) Two-story-700 square feet on the main floor; and
- (iv) All other, including split levels-1200 square feet, except patio homes, which shall have a minimum of 1200 square feet; provided, that because of the different sizes and characters of Lots that may be in the Additional Property, different minimum footprints may be established for such Lots in supplemental declarations subjecting those Lots to this plan.

No building constructed on the Subdivision for use as a single family dwelling shall have a height greater than 35 feet, measured from the finish grade of the Subdivision at the main entrance of the building to the ridge of the roof or to any other element of the building (excluding chimneys, flues, and vents), or such other height as may be contained in any restriction that Grantor may impose on any particular Lot or

W. A. D. Regan  
6/27/03

REC'D 6/27/03  
25

ERIE COUNTY OHIO RECORDER

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Lots. All buildings constructed on the Subdivision for use as a single-family dwelling shall include as part of the construction a two (2) car attached garage.

(B) No excavation, building, or other structure or thing, including a fence, shall be commenced, built, or installed, nor shall any addition, change, or alteration to any structure on any lot be made, unless plans and specifications, including location, elevations, slopes, landscaping, and grades, have been submitted to, and approved in writing by, the Grantor or its designee.

Neither Grantor or its designee nor any member of any property owner's association designated by the Grantor to review such plans and specifications nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes in judgment, negligence of nonfeasance arising out of or in connection with the approval or disapproval or failure to approve the same. Every person and entity who submits plans and specifications to the Grantor or its designees, covenants by submission thereof, that he, she or it will not bring any action or suit against any of the foregoing to act or to recover any damages.

An owner of any Lot shall cause any improvement thereon to be diligently pursued to completion, including the installation of approved landscaping and a lawn, within eighteen (18) months after the date of construction was commenced. In the event construction of any improvement is not completed within the aforesaid time limits, or as extended by the Grantor or its designee, in their sole discretion (but only for good cause shown), the owner shall pay the Association as liquidated and agreed damages, since the ascertainment of actual damages would be difficult if not impossible to accurately ascertain, the sum of \$50 per day that the construction remains incomplete after the date required herein.

(C) No building shall be located on any lot nearer to the front lot line or to a side street than the minimum setback lines shown on the recorded subdivision plat. Eaves and steps shall not be considered in determining compliance with setback lines, but this shall not be construed to permit encroachment by any part of a structure on another's land.

(D) No obnoxious or offensive activity, and no activity which is or may become an annoyance or nuisance to the neighborhood, shall be carried on or permitted on any lot.

(E) No trailer, basement, tent, shack, garage, barn, outbuilding, or temporary structure shall be used on any lot as a temporary or permanent residence.

(F) No livestock, poultry, or animals of any kind shall be raised, bred, or kept on any lot, other than cats, dogs, or other household pets not raised, bred, or kept for a commercial purpose.

(G) No soil shall be removed for any commercial purpose.

(H) No lot shall be used or maintained as a dumping ground. Trash, garbage, garden waste, and other rubbish and waste shall be placed in proper containers for

ERIE COUNTY OHIO RECORDER  
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collection, incinerators, trash cans, and other equipment for storing or disposing of  
rubbish and waste shall be kept clean.

(I) No fence, wall, or planting which obstructs sight lines between the heights of two and six feet shall be placed on any lot nearer than twenty-five feet from the intersection of the centerlines of two streets or alleys, or nearer than twenty-five feet from the point where a driveway enters a street, or otherwise so as to obstruct the view of a driver approaching an intersection or driveway or entering a street from a driveway.

(J) No motor vehicle, motor home, or other motor-driven vehicle in inoperable condition shall be parked on a lot, or on a street abutting a lot, for longer than thirty days, after which time the vehicle shall be considered a nuisance and removed from the lot. Recreational vehicles including campers, motor homes, boats and boat trailers, personal watercraft and personal watercraft trailers, and buses converted for recreational use shall not be parked between the right of way and the front of the main structure on a lot. On corner lots, recreational vehicles shall also not be parked in the side yard adjacent to the right of way. A minimum setback of three feet in width shall be maintained between recreational vehicles and the lot line of any side yard or rear yard.

(K) No sign of any kind shall be displayed on any lot, except for one sign of not more than five square feet to advertise the property for sale or rent, and except for promotional signs used by a builder during construction.

(L) Any fuel tank on a lot shall be placed underground or inside a dwelling. This restriction does not apply to a propane tank system installed by a public utility or its subsidiary.

(M) Each Lot owner agrees to maintain the Common Property between their Lot and the roadway curb, including, but not limited to, installation and maintenance of five foot sidewalks, the installation and maintenance of landscaping and /or a lawn, and the maintenance of trees in the boulevard along the street line originally supplied and installed by the Grantor. Trees shall be planted along the street on every lot in front of the house at locations and intervals so as to cause the least interference with street lighting and underground utilities. In the event that the trees supplied are in need of replacement the cost thereof shall be the responsibility of the lot owner and the replacement tree shall be of the same type as the original and the size of the replacement tree shall be of such height so as to substantially blend in with the surrounding trees.

(N) In order that the natural beauty of the Subdivision may be preserved, no living tree having a caliper measurement or diameter of two (2) inches or more shall be destroyed or removed from the Subdivision unless approved by the Grantor or its designee, in connection with their approval of the plans and specifications of the construction of improvements on the Subdivision or otherwise with the prior express written consent of the Grantor or its designee. In the event of a violation of this subparagraph, Grantor or its designee, may, at its option, cause any tree so removed or destroyed to be replaced with another tree and whoever has caused the removal or

ERIE COUNTY OHIO RECORDER  
BN 200312407 Page 4 of 7  
destruction shall be liable for the cost of the replacement and the cost may be collected through all legal means including placing a lien against the lot owners real property.

(O) Each records owner of a fee interest in a Lot, at the time he, she or it acquires such fee interest, shall automatically become a member of the Cold Creek Property Owner's Association or its successor. The membership of the owner of a Lot shall automatically terminate at such time as that Lot owner ceases to own a fee interest in a Lot.

(i) The Property Association shall be known as the Cold creek Property Owner's Association and have the rights, powers, and duties established, invested, or imposed pursuant hereto, its Articles of Incorporation, Code of Regulations, its duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio corporations not-for-profit. Among other things, the Association, through its trustees, shall have the power to enforce and administer the restrictions set forth herein and in the design standards, own, maintain and operate the Common Property, dedicate public streets and thoroughfares, assume and fulfill its responsibilities hereunder, provide security for the Subdivision, pledge assets and receivables, levy and collect assessments, file property liens, maintain reserves, enter into contracts, and take such other actions as the trustees deem appropriate in fulfilling the Association's purposes. The property owner's association shall be formed, directed, and managed by a Board of Trustees consisting of three members who shall be property owners in said allotment, which Trustees shall be actual residents of said allotment except those Trustees who maybe such temporarily by virtue of representation of the Grantor during the period of the development of said allotment. The Grantor shall appoint the first members of the Board of Trustees. Thereafter the Trustees shall fill any vacancy on the Board of Trustees through the selection of a replacement by a majority vote of the trustees.

(ii) Voting rights of members shall be as provided in the Association's Code of Regulations.

(P) Violation or breach of any restriction contained herein shall give to the Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees the right, but not the obligation, to enter the property involved and correct the violation at the expense of the owner or owners of the property involved, the cost of which may be assessed and collected as a special individual Lot assessment.

(Q) Notwithstanding any other provision hereof, neither Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees shall owe a duty to any Lot owner,

ERIE COUNTY OHIO RECORDER  
RN 200312407 Page 5 of 7

or any party claiming through an owner, to enforce any covenant, restriction, condition, term, or provision of this Declaration. By purchasing a Lot, the owners thereof and the irrelative personal representatives, heirs, successors, and assigns hereby waive any claim against Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees and the respective successors and assigns and release Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees, and their respective successors and assigns, from any liability arising from the failure to enforce the provisions hereof.

(R) The Grantor reserves the sole right to grant consents for the construction and operation of public utility facilities in and upon any and all highways now existing or hereafter established upon which any portion of said premises may now or hereafter front or abut.

(S) The Grantor reserves the sole and exclusive right to establish grades and slopes on the premises hereby conveyed, and to fix the grade at which any building shall be hereafter erected or placed thereon, so that the same may conform to a general plan.

(T) The Grantor reserves and is hereby granted the exclusive right to grant consents and to petition the proper authorities for any and all street improvements such as grading, seeding, tree planting, sidewalks, paving, sewer and water installation, whether it be on the surface or sub-surface, which in the opinion of the Grantor are necessary in the Subdivisions of which the premises hereby conveyed are a part; and future Grantees agree to and by virtue of these restrictions do hereby consent to and affirm any agreements that may be entered into between the Grantor and any public authorities with respect to the installation of said improvements and with respect to binding any future Grantee and the premises hereby conveyed for the payment of the cost of said improvements, and future Grantee herein expressly agrees to pay their share of the cost chargeable to their property, and by these presents does hereby waive all notice with reference to said petitions, and hereby consents to all other acts and things that may be necessary in the matter, and hereby authorizes and agrees to affirm and ratify all such agreements and acts on the part of the Grantor in regard thereto.

(U) Grantor reserves to itself and its successors and assigns a perpetual easement in, through, under and/or over those portions of each Lot designated as easements on the plat of the Subdivision, or where such rights-of-way are necessary, for the construction, operation and maintenance of electrical, telephone and cable lines and conduits and water, gas and sewer lines and conduits, or any other public utility facilities, and a street lighting system, and no structure shall be erected or maintained upon any part of any Lot over or upon which easements for the installation and maintenance of such public utilities and sewer lines have been reserved.

Every Lot and the Common Property shall be burdened with easements for natural drainage of storm water runoff from other portions of Cold Creek Subdivision; provided, no person shall alter the natural drainage on any Lot so as to materially increase the

drainage of storm water onto adjacent property without the consent of the owner of the affected property.

ERIE COUNTY OHIO RECORDER  
RN 200312407 Page 6 of 7

The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

(V) These restrictions run with the land, shall bind all parties and persons claiming under them for thirty years from the date these covenants are recorded, and shall be extended automatically for successive ten-year periods thereafter, unless prior to the expiration of any such period a majority of the then owners of the lots executes and records an instrument amending or extinguishing these covenants in whole or in part.

(W) These declaration, or any provision of it, may be terminated, modified, extended, amended, or revoked as to the whole or any portion of the Subdivision:

a) By Grantor, its successors or assigns, so long as it owns a Lot, to the extent necessary or desirable to correct typographical or factual errors or omissions, if any, to meet the requirements, rules or regulations of any local, state or federal governmental entity, agency or body, to meet the requirements of any institutional lender, or to clarify or amplify upon any of the provisions hereof.

b) With the approval of Lot owners holding not less than a majority of the voting power of the Lot owners in the Association, provided that any such amendment during the first fifteen (15) years after the date of the recording hereof must also be approved by Grantor or its successor or assign.

An amendment to these restrictions adopted with the consent(s) aforesaid, shall be executed with the same formalities as to execution as these restrictions by the President and Secretary of the Cold Creek Property Owner's Association, if done pursuant to Section (b), and shall contain their certifications that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Erie County, Ohio. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Lots. Lot Owners, their families, guests, invitees and their respective heirs, successors and assigns.

(X) A lot owner or other party in interest may enforce these restrictions in an action for damages or for an injunction to restrain violations against any person violating or attempting to violate these restrictions. A failure to object to a violation or enforce a restriction shall not constitute a waiver of the right to do so thereafter with respect to the same or subsequent violations.

Invalidation of any restriction by a court shall not affect the other restrictions which shall remain in force.

ERIE COUNTY OHIO RECORDER  
RN 200312407 Page 7 of 7

(Y) In the event all or part of the subdivision is resubdivided, these restrictions shall apply to each lot in the resubdivision as if it were the original subdivision. These restrictions shall not apply to any areas designated as reserves in the original subdivision or a resubdivision.

WITNESS EXECUTION HEREOF, this 21st day of May, 2003.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Grantor: Cold Creek Development Co., Ltd.

Jamara A. Pake  
Duffield E. Milkie

Joseph F. Yost III  
Its: Managing Member

STATE OF OHIO )  
COUNTY OF ERIE ) ss:

Before me, a Notary Public for said county and state, personally appeared Joseph F. Yost III, the Managing Member of Cold Creek Development Co., Ltd., an Ohio Limited Liability Company, who did sign this instrument on behalf of the Cold Creek Development Co., Ltd., and who acknowledged that he was fully authorized to do so and did execute the foregoing instrument as his free act and deed, as Managing Member, and the free act and deed of Cold Creek Development Co., Ltd.

In witness whereof, I have hereunto set my hand and seal at Sandusky, Ohio, this 21st day of May, 2003.

Duffield E. Milkie  
Notary Public, State of Ohio  
My Commission Has No Expiration Date

Duffield E. Milkie  
Notary Public

This instrument prepared by Duffield E. Milkie of the law firm Buckingham, Lucal, McGooley & Zeiter Co., L.P.A., 414 Wayne Street, Sandusky, OH 44870

## Exhibit "C"





## FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: Eric L. Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: June 10, 2020  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

City Commission approval of an ordinance authorizing payment in the amount of \$18,104.36 to the Ohio Department of Natural Resources (ODNR) for submerged land lease SUB-0530-ER, the Sandusky Sailing Club, for the period of September 1, 2018 to August 31, 2020.

### **BACKGROUND INFORMATION:**

As part of the Lease agreement approved by City Commission in October 2007, the Sandusky Sailing Club agreed to become a sub-lessee to the City's Submerged Land Lease with respect to their Club grounds and marina basin. ODNR has approved the new metes and bounds description of the property and prepared new Submerged Land Lease and Consent to Sub-Lease documents in 2008.

### **BUDGETARY INFORMATION:**

This submerged land lease is payable by the City of Sandusky as the lease holder. The Sandusky Sailing Club will reimburse the City for the cost of the lease pursuant to their Lease agreement with the City. ODNR does not allow a sub-lease holder to make a Submerged Land Lease payment on the City's behalf.

### **ACTION REQUIRED:**

It is requested that the City Commission enact the ordinance, and have it take immediate effect under Section 14 of the City Charter, to make timely payment to the Ohio Department of Natural Resources and prior to the due date of July 10, 2020.

I concur with this recommendation:

---

Eric Wobser  
City Manager

---

Michelle Reeder  
Finance Director

## CERTIFICATE OF FUNDS

In the Matter of: Submerged Land Lease – Sandusky Sailing Club

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 110-7900-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 6/18/2020

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE PAYMENT TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), OFFICE OF COASTAL MANAGEMENT FOR RENTAL PAYMENT ON SUBMERGED LANDS LEASE FILE NO. SUB-0530-ER FOR THE PERIOD OF SEPTEMBER 1, 2018, THROUGH AUGUST 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission authorized a replacement Submerged Lands Lease with the Ohio Department of Natural Resources, a Sublease Agreement with the Sandusky Sailing Club, Inc., a Consent to Sublease with the Ohio Department of Natural Resources and the Sandusky Sailing Club, Inc, and an Agreement to provide scholarships for sailing programs and related activities for low income children and families by Ordinance Nos. 08-079, 08-080 and 08-081, passed on August 25, 2008; and

**WHEREAS**, the City of Sandusky is the Lessee of Submerged Lands Lease, File No. SUB-0530-ER, for the submerged land which is part of the Sandusky Sailing Club and as the Lessee, is responsible for all terms and conditions contained in the Submerged Lands Lease, including any annual rent; and

**WHEREAS**, as part of the Sublease Agreement with the Sandusky Sailing Club, the cost for the annual Submerged Lands Lease rental payment is to be reimbursed by the Sandusky Sailing Club to the City; and

**WHEREAS**, the total cost for Submerged Lands Lease File No. SUB-0530-ER, as reflected on the current unpaid invoices is \$18,104.36 and will initially be paid by the City and then reimbursed by the Sandusky Sailing Club in accordance with their Agreement with 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 make payment in a timely manner and prior to the due date of July 10, 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 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 **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager and/or Finance Director is authorized and directed to make payment to the Treasurer of the State of Ohio as requested by the Ohio Department of Natural Resources (ODNR), Office of Coastal Management, Sandusky, Ohio, for rental payment for Submerged Lands Lease File No. SUB-0530-ER, for the period September 1, 2018, through August 31, 2020, in an amount **not to exceed** Eighteen Thousand One Hundred Four and 36/100 Dollars (\$18,104.36), consistent with the invoice submitted to the City.

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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: June 22, 2020

**State of Ohio - Ohio Dept of Natural Resources  
Submerged Lands Lease Invoice**

**Please Remit To:**  
105 West Shoreline Dr.  
Sandusky OH 44870

Page: 1  
Invoice No: DNRSL200097  
Consolidated Invoice No:  
Invoice Date: 05/11/2020  
Customer Number: SUB-0530-ER001  
Payment Terms: NET 30  
Due Date: 06/10/2020

**Bill To:**  
City of Sandusky  
Megan Stookey, Director of Public Works  
240 Columbus Ave  
Sandusky OH 44870

**AMOUNT DUE: 18,104.36 USD**

**Make Checks Payable To:** Ohio Treasurer of State  
Billing Service Period: From 01-SEP-2018 To 31-AUG-2020  
For billing questions, please call or email (419) 626-7980  
To ensure proper payment processing, please be sure the invoice number is on all payments.

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
Purchase Order		Contract Number		From Date	To Date		
1		SLL LEASE		1.00	EA	18,104.3600	18,104.36
				09/01/18	08/31/20		
<b>SUBTOTAL:</b>						<u>18,104.36</u>	
<b>TOTAL AMOUNT DUE :</b>						<u>18,104.36</u>	

Lease Periods: 09/01/2018 to 08/31/2020.

Rent for two (2) billing periods at \$18,104.36 per period adjusted to subtract  
FY20 disbursements.

Please remit 2nd copy of invoice with your payment.

STANDARD

Original

**State of Ohio - Ohio Dept of Natural Resources  
Submerged Lands Lease Invoice**

**Please Remit To:**

105 West Shoreline Dr.  
Sandusky OH 44870

Page:

2

Invoice No:

DNRSLL200097

Consolidated Invoice No:

Invoice Date:

05/11/2020

Customer Number:

SUB-0530-ER001

Payment Terms:

NET 30

Due Date:

06/10/2020

**Bill To:**

City of Sandusky  
Megan Stookey, Director of Public Works  
240 Columbus Ave  
Sandusky OH 44870

**AMOUNT DUE:**

**18,104.36**    USD

\_\_\_\_\_  
Amount Remitted

**Make Checks Payable To:** Ohio Treasurer of State

Billing Service Period: From 01-SEP-2018 To 31-AUG-2020

For billing questions, please call or email (419) 626-7980

To ensure proper payment processing, please be sure the invoice number is on all payments.

Invoice Summary

SUBTOTAL of Invoice Details:

18,104.36

**TOTAL AMOUNT DUE :**

**18,104.36**

STANDARD

Original

PeopleSoft BI  
INVOICE PRINT SUMMARY - SELECTED BILLS

Report ID: BIIVCPN  
Report Action: INVOICE

Page No. 1  
Run Date 05/07/2020  
Run Time 10:30:06

<u>Business Unit</u>	<u>Number of Bills</u>	<u>Total Invoice Amount</u>	<u>Currency</u>
DNR01	1	18,104.36	USD

---

Total number of bills printed: 1



## PLANNING DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric Wobser, City Manager

**From:** Angela Byington, Planning Director

**Date:** June 8, 2020

**Subject:** Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2020 Community Development Block Grant (CDBG) – OHgo Subrecipient Agreement (OHgo Mobile Food Pantry and Market)

**Item for Consideration:** Legislation for the approval of a 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 FY20 Program Year to implement the OHgo Mobile Food Pantry and Market. The FY20 Program Year runs from July 1, 2020 to June 30, 2021.

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 FY2020. 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 program and OHgo to expend the funds prior to the June 30, 2021 deadline.

I concur with this recommendation:

---

Eric Wobser  
City Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: OHgo Mobile Food Pantry

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 6/18/2020

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 FY2020 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, 2021; 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 Planning, 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 FY2020 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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: June 22, 2020

**City of Sandusky**  
**Department of Community Development**  
**Public Services**  
**Subrecipient Agreement**

This agreement entered into as of \_\_\_\_\_, 2020, 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, 2020 THROUGH AND INCLUDING June 15, 2021. 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/](http://www.whitehouse.gov/omb/circulars_a110/)) and A-122 ([www.whitehouse.gov/omb/circulars\\_a122\\_2004/](http://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, 2021.**

**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](http://www.Hud.gov)), is a component of supplemental program compliance regulations and are made a part hereof as if fully rewritten.

**13. Faith-Based Organization**

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

**14. Proof of Status**

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

**15. Liaison**

The Development Department staff 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](http://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/](http://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: \$ \_\_\_\_\_

\_\_\_\_\_  
Michelle Reeder  
Finance Director

\_\_\_\_\_  
Date

**ATTACHMENT I  
STATEMENT OF WORK**

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

DRAFT

## **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.

<b>Program Year Quarter</b>	<b>Projected Outcome of Individuals Served</b>
<b>1</b>	<b>375</b>
<b>2</b>	<b>375</b>
<b>3</b>	<b>375</b>
<b>4</b>	<b>375</b>

**ATTACHMENT I  
STATEMENT OF WORK**

**PROGRAM BUDGET**

<b>Description of Work</b>	<b>CDBG Funds Requested</b>	<b>Other Funds or In-Kind Contribution</b>	<b>Total Project Costs</b>
Salaries,	\$15,000	\$18,000	\$33,000
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$0	\$83,500	\$83,500
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Capital Improvement Costs	\$0	\$0	\$0
Operational Costs	\$0	\$14,900	\$14,900
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
<b>Total Project Expenditures</b>	<b>\$15,000.00</b>	<b>\$116,400</b>	<b>\$131,400</b>

**CDBG % of Total Budget: 11%**

## **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.

DRAFT

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

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

DRAFT

**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.

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OHgo

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Date

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION  
EQUAL OPPORTUNITY**

The provider agrees to comply with:

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

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OHgo

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Date

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION  
DRUG-FREE WORKPLACE**

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

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

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OHgo

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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.

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OHgo

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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.

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OHgo

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Date



## PLANNING DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric Wobser, City Manager

**From:** Angela Byington, Planning Director

**Date:** June 8, 2020

**Subject:** Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2020 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 FY20 Program Year to implement the Meals on Wheels Program. The FY20 Program Year runs from July 1, 2020 to June 30, 2021.

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 FY2020. 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, 2021 deadline.

I concur with this recommendation:

---

Eric Wobser  
City Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: Erie County Senior Center

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 6/18/2020

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 THEIR MEALS ON WHEELS PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$30,000.00 FROM THE FY2020 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, 2021; 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 Planning, 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 FY2020 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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: June 22, 2020

**City of Sandusky**  
**Department of Community Development**  
**Public Services**  
**Subrecipient Agreement**

This agreement entered into as of \_\_\_\_\_, 2020, 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, 2020 THROUGH AND INCLUDING June 15, 2021. All invoices for reimbursement shall be submitted by June 15, 2021 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/](http://www.whitehouse.gov/omb/circulars_a110/)) and A-122 ([www.whitehouse.gov/omb/circulars\\_a122\\_2004/](http://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, 2021.**

**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](http://www.Hud.gov)), is a component of supplemental program compliance regulations and are made a part hereof as if fully rewritten.

**13. Faith-Based Organization**

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

**14. Proof of Status**

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

**15. Liaison**

The 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](http://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/](http://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: \$ \_\_\_\_\_

\_\_\_\_\_  
Michelle Reeder  
Finance Director

\_\_\_\_\_  
Date

**ATTACHMENT I  
STATEMENT OF WORK**

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

DRAFT

## **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.

<b>Program Year Quarter</b>	<b>Projected Outcome of Individuals Served</b>
<b>1</b>	<b>56</b>
<b>2</b>	<b>55</b>
<b>3</b>	<b>55</b>
<b>4</b>	<b>55</b>

**ATTACHMENT I  
STATEMENT OF WORK**

**PROGRAM BUDGET**

<b>Description of Work</b>	<b>CDBG Funds Requested</b>	<b>Other Funds or In-Kind Contribution</b>	<b>Total Project Costs</b>
Salaries,	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$30,000.00	\$110,000.00	\$140,00.00
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	\$171,400	\$171,400
<b>Total Project Expenditures</b>	<b>\$30,000</b>	<b>\$281,400</b>	<b>\$311,400</b>

**CDBG % of Total Budget: 10%**

## **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**

DRAFT

## 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

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Date

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION  
EQUAL OPPORTUNITY**

The provider agrees to comply with:

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

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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.

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Erie County Senior Center

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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.

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Erie County Senior Center

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Date



## FINANCE DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5776  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: Eric Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: June 10, 2020  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

Requesting a resolution affirming that the funds from the County Coronavirus relief distribution fund will only be expended to cover costs consistent with the requirements of Section 5001 of the Cares Act as described in 42 U.S.C 801(formally 42 U.S.C. 601) and any applicable regulations as is necessary pursuant to SB 310, now HB 481, before receiving funds.

### **BACKGROUND INFORMATION:**

HB481 provides for the distribution of federal coronavirus relief funding to local subdivisions. The disbursements will flow from the state through the county auditors and then to the city. The City of Sandusky expects to receive nearly \$510,000.

### **BUDGETARY INFORMATION:**

There is no budgetary impact.

### **ACTION REQUESTED:**

It is requested that legislation be approved stating that funds from the County Coronavirus relief fund will only be spent on eligible items. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to begin receiving COVID-19 reimbursements as soon as possible.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Michelle Reeder  
Finance Director

CC: Trevor Hayberger, Law Director

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

**AN RESOLUTION AFFIRMING THAT FUNDS FROM THE COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND WILL BE EXPENDED ONLY TO COVER COSTS OF THE CITY OF SANDUSKY, OHIO, CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 801 (FORMERLY 42 U.S.C. 601), AND ANY APPLICABLE REGULATIONS AS IS NECESSARY PURSUANT TO H.B. 481, BEFORE RECEIVING SAID FUNDS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

**WHEREAS**, the Ohio General Assembly established a process for distributing funds provided by the “Coronavirus Aid, Relief, and Economic Security Act” in Senate Bill 310, now H.B. 481, of the 133<sup>rd</sup> General Assembly (S.B. 310); and

**WHEREAS**, S.B. 310, now H.B. 481, requires subdivisions receiving funds under Section 1 of the act, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 801 (formerly 42 U.S.C. 601), and any applicable regulations before receiving said funds; and

**WHEREAS**, the City of Sandusky, Ohio, is requesting its share of funds from the County Coronavirus Relief Distribution 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 so the City of Sandusky can begin receiving COVID-19 reimbursements as soon as possible; 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 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. The City Commission of the City of Sandusky, Erie County, Ohio, affirms that all funds received from the County Coronavirus Relief Distribution

**PAGE 2 - RESOLUTION NO. \_\_\_\_\_**

Fund pursuant to S.B. 310, now H.B. 481, be expended only to cover costs of the City of Sandusky, Ohio, consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 801 (formerly 42 U.S.C. 601), and any applicable regulations and guidance only to cover expenses that:

- (a) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (b) Were not accounted for in the City of Sandusky's most recently approved budget as of March 27, 2020; and
- (c) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Section 2. FURTHERMORE, in compliance with S.B. 310, now H.B. 481, the City Commission of the City of Sandusky, Erie County, Ohio resolved it take all necessary action to:

- (a) On or before October 15, 2020, pay any unencumbered balance of money in the City of Sandusky, Ohio's local coronavirus relief fund to the County Treasurer;
- (b) On or before December 28, 2020, pay the balance of any money in the City of Sandusky, Ohio's local coronavirus relief fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
- (c) Provide any information related to any payments received under S.B. 310, now H.B. 481, to the Director of the Ohio Office of Budget and Management as requested.

Section 3. The Clerk of the City Commission is directed to file a certified copy of this Resolution with the Ohio Office of Budget and Management (OBM) and the Erie County Auditor.

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 pursuant to O.R.C. §731.30 and Section 14 of the City Charter which shall take immediate effect and shall be in full force and effect upon its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio, so the City of Sandusky can begin receiving COVID-19 reimbursements as soon as possible.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: June 22, 2020



## COMMUNITY DEVELOPMENT

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240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5707

[www.cityofsandusky.com](http://www.cityofsandusky.com)

**To:** Eric L. Wobser, City Manager

**From:** Matthew D. Lasko, Chief Development Officer

**Date:** June 9, 2020

**Subject:** Commission Agenda Item – Purchase of Property

**Items for Consideration:** Legislation allowing the City of Sandusky to enter into a Purchase and Sale Agreement (the “Agreement”) for the property located at 2106 Parkview Boulevard.

**Background Information:** As part of the Neighborhood Initiative, each of the six (6) selected neighborhoods were reviewed for housing conditions and related housing redevelopment strategies. For the Southside neighborhood, it was suggested that near term blight elimination, particularly in the area surrounding Churchwell Park, was needed. The City and Erie County Land Reutilization Corporation have been aggressive in purchasing and demolishing real estate in that area.

The City has been in ongoing conversations with the owner of the above-mentioned property, Anthony Daniels, about possibly acquiring the currently vacant 2-unit property located at 2106 Parkview Boulevard. Based upon the City’s strong interest in redeveloping and re-envisioning the neighborhood, coupled with the fact that the negotiated purchase price is near what the City has been purchasing properties for over the last eighteen (18) months, the City has a strong desire to move forward with the purchase of the aforementioned property.

The Agreement calls for the City to purchase the property for \$25,000. The City will also be responsible for covering all closing costs associated with the transaction.

Upon acquisition, the City will couple this property with several others to be bid out for asbestos abatement and demolition utilizing Community Development Block Grant funding.

**Budgetary Information:** The City will be responsible for paying \$25,000 (plus closing costs) for the purchase of the property located at 2106 Parkview Boulevard. The source of funding is Community Development Block Grant funding.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into the Agreement for the purchase of the property located at 2106 Parkview Boulevard. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City to acquire and immediately move forward with asbestos abatement and demolition.

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

I concur with this recommendation:

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Eric L. Wobser  
City Manager

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Michelle Reeder, Finance Director  
Angela Byington, Planning Director

## CERTIFICATE OF FUNDS

In the Matter of: Purchase 2106 Parkview

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 241-4447-53000

By: \_\_\_\_\_



Michelle Reeder

Finance Director

Dated: 6/18/2020

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 2106 PARKVIEW BOULEVARD, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 58-01860.000 FOR THE PURPOSE OF BLIGHT ELIMINATION AND DEMOLITION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, as part of the Sandusky Neighborhood Initiative, the Southside neighborhood was reviewed for housing conditions and related housing redevelopment strategies and it was determined that blight elimination was needed, particularly in the area surrounding the Churchwell Park area; and

**WHEREAS**, the City desires to purchase the vacant 2-unit property located at 2106 Parkview Boulevard based on the City's interest in redeveloping and re-envisioning the neighborhood and that the negotiated purchase price is comparable with properties the City has been purchasing over the last eighteen (18) months; and

**WHEREAS**, the total cost for the purchase of the property located at 2106 Parkview Boulevard is \$25,000.00 plus all closing costs associated with the transaction and these costs will be paid with Community Development Block Grant (CDBG) Funds; and

**WHEREAS**, upon City Commission approval and acquisition, the property will be bid out for asbestos abatement and demolition utilizing Community Development Block Grant (CDBG) Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to acquire the property and immediately move forward with asbestos abatement and demolition; 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 hereby authorized and directed to execute the Purchase and Sale Agreement on behalf of the City for the sale and purchase of real property with Anthony Daniels, substantially in the same form as contained in Exhibit "1", 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 to purchase the property identified as Parcel No. 58-01860.000, located at 2106 Parkview Boulevard in Sandusky for the purpose of blight elimination and demolition.

Section 2. The City Manager, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 58-01860.000, located at 2106 Parkview Boulevard in Sandusky.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: June 22, 2020

## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between City of Sandusky, of Erie County, Ohio, a municipal chartered city whose address is 240 Columbus Avenue, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser" and Anthony Daniels, 25 West Willard Avenue, Norwalk Ohio, 44857, hereinafter referred to as "Seller."

### **WITNESSETH:**

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the premises located at 2106 Parkview Boulevard, Sandusky, Ohio, PPN# 58-01860.000, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises.

2. The total purchase price for the premises is \$25,000.00 (US Dollars)
- a. Which shall be paid by cashier's check or by certified check, or other negotiable instrument, which sum shall be deposited with the escrow agent on or before the closing date of this transaction and is subject to the pro-rations and adjustments set forth in this Agreement.
  - b. There is no earnest money for this agreement.

3. Before closing, Seller(s) may remove the following items: ANY items they own.  
Said items may be removed any time prior to closing.

4. The Seller shall furnish a Quit Claim Deed to Purchaser in fee simple, with dower rights released (if any), free and clear of all liens rights to take liens, assessments and encumbrances whatsoever, except the following permitted encumbrances:

- a. Real estate taxes and assessments not due and payable;

The Permitted Encumbrances also shall include any matters waived or deemed waived by Purchaser pursuant to Paragraph 5.

5. Within twenty (20) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the twenty (20) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to or simultaneously to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to: (i) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit shall be returned to the Purchaser. All costs of the title examination or title insurance commitment and policy shall be paid for by the Purchaser.

6. Should the buildings or any other improvements upon the aforesaid property be damaged or destroyed prior to closing, then the Purchaser, may, at Purchaser's option: (1) elect to continue this in full force and effect, in which case the Seller shall forthwith assign the Purchaser all rights of the Purchaser to the insurance recovery due by reason of said damages, or (2) elect to rescind and void this Agreement, and thereupon there shall be returned to the Purchaser all money, papers or documents deposited by Purchaser, and there shall be returned to Seller all papers or documents deposited by Seller. After the closing, the risk of loss shall be and is assumed by the Purchaser. There shall be no proration of insurance, it being the obligation of the Purchaser to procure Purchaser's own policies of insurance to be effective from and after the date of closing

7. The closing date of this transaction shall be no later than August 1<sup>st</sup>, 2020 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title, 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

8. Purchaser is not represented by a real estate broker or agent, therefore any fee paid to a broker shall not be paid in whole or in part by the Purchaser.

9. On the closing date, the escrow agent shall file or record the deed, and any other

instruments, if any, required to be recorded pursuant to this Agreement and shall thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

In closing this transaction, the escrow agent shall charge the Purchaser with all closing costs.

10. Purchaser shall be entitled to possession of the premises upon the closing of this transaction or at such later date as may be agreed to by the purchaser but in no event shall possession by the Purchaser take place later than September 1<sup>st</sup>, 2020 unless otherwise agreed to in writing.

11. Seller makes the following representations and covenants to the Purchaser as of the date of this Agreement and the date of the closing:

- (a) The Property is not subject to any purchase contract or option.
- (b) That the property is vacant and that there are not leases, tenancy rights, or other contracts or arrangements with respect to the Property. Additionally, Purchaser has the right to inspect the property 72 hours prior to closing to ensure vacancy. Seller shall complete a Notice of Voluntary Acquisition, URA forms, and any other similar documents as requested by the Purchaser for determination of vacancy for CDBG purposes.
- (c) No work has been performed or labor, materials, equipment or fuel furnished to the Property within the last ninety (90) days (or, if any of the same have been performed or furnished, all persons who may have the right to assert a mechanic's lien have been fully paid).
- (d) To the best of Seller's knowledge, no toxic, explosive or otherwise dangerous material or hazardous substances have been concealed within, buried beneath, or released on or from the Property.

Sellers' representations and warranties shall survive the closing.

12. This Agreement sets forth the entire and understanding between the parties with

respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. The Agreement may be executed in multiple counterparts each of, which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, THIS SALE AND PURCHASE AGREEMENT has been executed by Seller as of the day and year first above written.

Sellers:

By: \_\_\_\_\_  
Anthony Daniels

STATE OF OHIO                    )  
  ) SS.  
COUNTY OF ERIE                )

Before me, a Notary Public in and for said County and State, personally appeared Anthony Daniels, the Seller, who acknowledged that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

Purchaser(s):

By: \_\_\_\_\_

Eric Wobser  
City Manager, Sandusky, Ohio

STATE OF OHIO                                 )  
  ) SS.  
COUNTY OF ERIE                             )

Before me, a Notary Public in and for said County and State, personally appeared Eric Wobser, City Manager for the Purchaser, who acknowledges that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor M. Hayberger  
Law Director  
City of Sandusky

Transferred  
Erie County Auditor's Office  
Date: 4/13/16 By: [Signature]  
Trans. Fees: \$ 50  
Date: 4/13/16 By: [Signature]

Per O.R.C. 319.203  
[Signature]  
Erie County Auditor/Engineer  
Date: 4/13/16

**SHERIFF'S DEED**  
**Revised Code Sec. 2329.36**

I, Paul A. Sigsworth, Sheriff of Erie County, and pursuant to the Order of Sale entered on March 16, 2016, and the Confirmation of Sale entered on April 1, 2016 and in consideration of the sum of \$7,974.66 dollars, the receipt whereof is hereby acknowledged, does hereby **GRANT, SELL AND CONVEY** unto **ANTHONY DANIELS**, all rights, title and interest of the parties in Court of Common Pleas, Erie County, Ohio, case 2015-CV-0252, Pamela Ferrell, Erie County Treasurer vs. Concept 2 Builders, LLC, et al., and all pleadings therein incorporated herein by reference in and to the following Lands and Tenements situated in the City of Sandusky, County of Erie, and State of Ohio, whose prior owner was Concept 2 Builders, LLC and whose prior deed reference is Erie County Recording Number 201001416 of the Erie County Records, and is known and further described as:

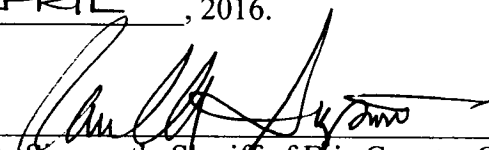
Situated in the City of Sandusky, County of Erie and State of Ohio: Being the Lot Number Nine (9) in MacArthur Park Subdivision, as per plat recorded in Volume 15 of Plats, Pages 6 and 7, Erie County, Ohio Records.

Property Address: 2106 Parkview, Sandusky, Ohio 44870  
Tax ID No.: 58-01860.000

Tax Mailing Address: 25 West Willard Avenue, Norwalk, Ohio 44857

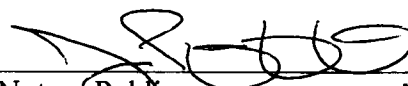
This deed does not reflect any restrictions, conditions or easements of record.

Executed this 11<sup>TH</sup> day of APRIL, 2016.

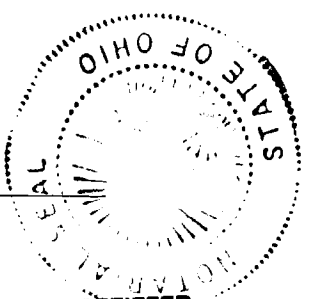
  
Paul A. Sigsworth, Sheriff of Erie County, Ohio

STATE OF OHIO     )  
                                  ) SS:  
COUNTY OF ERIE    )

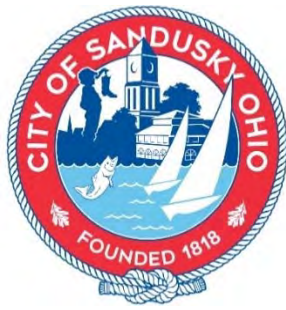
The foregoing was acknowledged before me this 11<sup>TH</sup> day of APRIL  
2016 by Paul A. Sigsworth, Sheriff of Erie County, Ohio.

  
Notary Public  
State of Ohio

My Commission Expires: \_\_\_\_\_

  
**JOSEPH C. PFEIFFER**  
Notary Public, State of Ohio  
My Commission Expires 01-13-18

This instrument was prepared by:  
Jason R. Hinnars 0077051  
Assistant Prosecutor, Erie County  
247 Columbus Ave. Suite 319  
Sandusky, Ohio 44870



## ADMINISTRATIVE SERVICES

240 Columbus Avenue  
Sandusky, Ohio 44870  
Phone: 419-627-5969  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: Eric Wobser, City Manager

From: Stuart Hamilton, IT Manager. Angie Byington, Planning Director

Date: June 10<sup>th</sup>, 2020

Subject: **Commission Agenda Item- City Owned Fiber Extension to the Amtrak Station for Transit Operations Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for City owned Fiber to be extended to the Transit Building at the Amtrak Station.

**BACKGROUND INFORMATION:** The City currently relies on fiber connections to its offsite locations for all phone/data and security communications. These fiber connections run from these locations and terminate at the current City Hall. This project involves expanding this city connectivity to the Amtrak Station where the Sandusky Transit System operations are located. This work needs to be completed by December 1, 2020 to be in compliance with Ohio Transit Partnership Program (OTP2) grant deadlines.

**BUDGETARY INFORMATION:** The estimated cost of the project including advertisement and miscellaneous expenses is \$67,000 to be paid from our Ohio Transit Partnership Program (OTP2) grant and in accordance to all ODOT procurement regulations. There will be no local match.

**ACTION REQUESTED:** It is recommended that the proposed City Owned Fiber Extension to the Amtrak Station for Transit Operations Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to begin the bidding process, award a contract, and complete the project in a timely manner and prior to the OTP2 grant program deadline of December 1, 2020.

I concur with this recommendation:

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Eric Wobser  
City Manager

---

Stuart Hamilton  
IT Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Fiber Extension to Amtrak Station for Transit Operations

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 218-6810-53000

By: \_\_\_\_\_



Michelle Reeder

Finance Director

Dated: 6/18/2020

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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CITY OWNED FIBER EXTENSION TO THE AMTRAK STATION FOR TRANSIT OPERATIONS PROJECT; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission authorized the filing of a grant application with the Ohio Department of Transportation (ODOT) for FY2020 Ohio Transit Partnership Program (OTP2) Grant Funds for Sandusky Transit System projects, including a fiber optic network at the Amtrak Station, by Resolution No. 037-19R, passed on September 23, 2019, and subsequently the City was awarded funds; and

**WHEREAS**, the City currently relies on fiber connections for all phone, data, and security communications to its offsite locations and desires to expand this connectivity to the Amtrak Station where the Sandusky Transit System operations are located; and

**WHEREAS**, the proposed City Owned Fiber Extension to the Amtrak Station for Transit Operations Project involves extending the fiber connections from the Amtrak Station to the current City Hall location to provide consistency within all the City's offsite locations and increase security and safety for the Sandusky Transit System operations; and

**WHEREAS**, the total estimated cost for this project including advertising and miscellaneous expenses is \$67,000.00 and will be paid with funds received through the FY2020 Ohio Transit Partnership Program (OTP2) grant; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to begin the bidding process, award a contract and complete the project in a timely manner and prior to the deadline of December 1, 2020, to be in compliance with the Ohio Transit Partnership Program (OTP2) grant program; and

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

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

Section 1. This City Commission approves of the proposed City Owned Fiber Extension to the Amtrak Station for Transit Operations Project.

Section 2. This City Commission hereby declares it necessary to proceed with

the proposed City Owned Fiber Extension to the Amtrak Station for Transit Operations 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 City Owned Fiber Extension to the Amtrak Station for Transit Operations 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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: June 22, 2020



## FINANCE DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5776  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: Eric L. Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: June 10, 2020  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #1 to the 2020 General Appropriations.

### **BUDGETARY INFORMATION:**

Appropriation amendments are required to update the 2020 budget. Examples include, but are not limited to:

- CDBG FY20 Grant
- Federal Forfeiture funds
- FEMA Grant
- Mylander funds
- Criminal Justice Grant
- Storm water funds

### **ACTION REQUIRED:**

It is requested that the City Commission enact the ordinance, and have it take immediate effect under Section 14 of the City Charter, so that the budget amendments can be entered into the financial system and purchases can be made to continue the flow of city operations.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Michelle Reeder  
Finance Director

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

AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO ORDINANCE NO. 20-058 PASSED BY THIS CITY COMMISSION ON MARCH 23, 2020, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Sewer, General Trust, Federal Grant, Capital Projects, and Special Assessment Funds; and

WHEREAS, amendments are required to adjust the budget for previous actions of 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 to prevent delays in the use of the funds for an extended period of time and not restrict the operation of City departments; 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 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 **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. Ordinance No. 20-058 passed by this City Commission on the 23<sup>rd</sup> day of March, 2020, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
PLANNING DEPT	-	5,000	5,000
ENGINEERING	-	10,800	10,800
<b>GENERAL FUND</b>	-	<b>15,800</b>	<b>15,800</b>
STORM WATER	45,000	42,000	87,000
<b>SEWER FUNDS</b>	<b>45,000</b>	<b>42,000</b>	<b>87,000</b>
FED FORFEITURE	-	45,000	45,000
<b>GENERAL TRUST</b>	-	<b>45,000</b>	<b>45,000</b>
CDBG	138,000	895,000	1,033,000
Criminal Justice Grant (JAG)- Police	-	15,091	15,091
Criminal Justice Grant (JAG) -Muni Court	-	88,679	88,679
FEMA Public Assistance Program	-	25,000	25,000
<b>FEDERAL GRANT</b>	<b>138,000</b>	<b>1,023,770</b>	<b>1,161,770</b>

Mylander Funds	95,000	10,000	105,000
<b>CAPITAL PROJECTS</b>	<b>95,000</b>	<b>10,000</b>	<b>105,000</b>
Rental Registration Fee	243,000	-	243,000
<b>SPECIAL ASSESSMENT FUND</b>	<b>243,000</b>		<b>243,000</b>
<b>TOTAL ALL FUNDS</b>	<b>521,000</b>	<b>1,136,570</b>	<b>1,657,570</b>

Section 2. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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



## FINANCE DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870

419.627.5776

[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: Eric Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: June 10, 2020  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

Requesting legislation to authorize a one year extension of our audit contract with Rea & Associates.

### **BACKGROUND INFORMATION:**

The Auditor of State (AOS) has determined that an Independent Public Accountant (IPA) firm will be contracted to perform the engagements related to the City of Sandusky, for the annual fiscal period ending 2020. In addition, the AOS has implemented a process, assuming all parties agree and a reasonable fee is set, where the incumbent firm could be awarded a contract extension without utilizing the bidding process. IPA firms are typically limited to auditing entities for no more than 10 consecutive years, however we received a waiver for an additional one year extension.

The City of Sandusky, Erie County and Rea & Associates, Inc. originally entered into an audit contract for the period January 1, 2010 through December 31, 2014 (with an extension through December 31, 2019). Rea & Associates, Inc. has audited the City of Sandusky for 10 consecutive years.

### **BUDGETARY INFORMATION:**

The total cost of \$50,160 will be paid from the from the general fund (\$25,080), water fund (\$12,540) and sewer fund (\$12,540).

### **ACTION REQUESTED:**

It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately award the Extension Agreement and return to the IPA as requested so the agreement can be in place prior to the need for the required auditing services.

I concur with this recommendation:

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Eric Wobser, City Manager

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Michelle Reeder, Finance Director

CC: Trevor Hayberger, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Rea & Associates 2020 Audit

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 110-7900-5300, 612-5900-53000, 613-5900-53000

By: \_\_\_\_\_



Michelle Reeder

Finance Director

Dated: 6/18/2020

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN EXTENSION AGREEMENT BETWEEN THE AUDITOR OF STATE, CITY OF SANDUSKY, ERIE COUNTY, AND REA & ASSOCIATES, INC. FOR AUDITING SERVICES FOR THE FISCAL YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Auditor of the State of Ohio relies on the assistance of and contracts with Independent Public Accountants (IPA) to satisfy their obligation to perform statutorily required audits of each public office in Ohio; and

**WHEREAS**, Rea & Associates, an Independent Public Accountant (IPA), submitted a formal proposal, subsequent to a Request for Proposals issued on January 19, 2011, for the audit of the City of Sandusky pursuant to Sections 117.11 and 115.56, Revised Code, for fiscal years 2010 through 2014, and it was determined Rea & Associates, Inc. had submitted the proposal most advantageous to the Auditor and City; and

**WHEREAS**, the Auditor of State, City of Sandusky, Erie County, and Rea & Associates, Inc. entered into a Memorandum of Agreement on March 25, 2011, for the purposes of auditing and subsequently executed a five (5) year Extension Agreement that expired on December 31, 2019; and

**WHEREAS**, IPA firms are typically limited to auditing entities for no more than ten (10) consecutive years, however, the City received a waiver for an additional one (1) year extension; and

**WHEREAS**, the total cost of the auditing services for fiscal year 2020 is \$50,160.00 of which \$25,080.00 will be paid with General Funds, \$12,540.00 will be paid with Water Funds, and the remaining balance of \$12,540.00 will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Extension Agreement and return to the IPA as requested so the agreement can be in place prior to the need for the required auditing services; 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 **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 execute an Extension Agreement between the Auditor of State, City of Sandusky, Erie County, and Rea & Associates, Inc. for auditing services for the fiscal year 2020, 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 carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director is authorized and directed to expend funds to Rea & Associates, Inc. of New Philadelphia, Ohio, to expend funds in an amount **not to exceed** Fifty Thousand One Hundred Sixty and 00/100 Dollars (\$50,160.00).

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: June 22, 2020

# OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street  
Columbus, Ohio 43215  
IPACorrespondence@ohioauditor.gov  
(800) 282-0370

## EXTENSION AGREEMENT

This Agreement between Auditor of State Keith Faber (Auditor), City of Sandusky, Erie County (Public Office), and Rea & Associates, Inc. an independent public accountant (IPA), extends an existing agreement between these parties as identified in SECTION I below and incorporated herein by reference. These parties agree to abide by all terms and conditions of the original agreement, except as specifically identified in Section II below, and that **no remuneration will be granted in relation to work performed under this modification/extension prior to the execution of this Agreement by all parties.**

### SECTION I – ORIGINAL CONTRACT INFORMATION

Public Office Name on RFP	<u>City of Sandusky</u>		
Original Contract Period	<u>January 1, 2010 through December 31, 2014 (with extension through December 31, 2019)</u>		
Date RFP was issued	<u>1/19/2011</u>	Date MOA Executed	<u>3/25/2011</u>
Public Office Contact	<u>Michelle Reeder</u>	E-mail	<u>mreeder@ci.sandusky.oh.us</u>
IPA Contact	<u>Chad Welty</u>	E-mail	<u>chad.welty@reacpa.com</u>

### SECTION II – EXTENSION INFORMATION

Extension Period: 1/1/2020 to 12/31/2020

Check one: Annual Audit ☒ or Biennial Audit ☐

**The RFP and related contract are hereby amended for the audit periods noted above as follows:**

#### Work Papers, Work Product, and Records Retention

The IPA will maintain all engagement documentation in segregated files. The IPA agrees to provide the Auditor of State unconditional access to examine and review engagement documentation created or obtained by the IPA involving its performance under the contract. The IPA agrees to provide copies of any engagement documentation determined necessary by the Auditor of State. The Auditor of State is bound by ORC 4701.19, which provides that an IPA's engagement documentation remains the property of the IPA, even in the possession of the Auditor of State's office, and are not public records available for public disclosure. In the case of support for a finding for recovery, the Auditor of State may request the IPA to sign a limited waiver of this statutory provision. The IPA also will maintain and provide access to timesheets and expense reports that support the IPA's invoices under the contract. All such engagement documentation, timesheets, and expense reports shall be retained by the IPA for a period of five (5) years from the date of completion of the contract.

#### Review of Reports and Work Papers - Access to / Retention Thereof

Furthermore, should it be necessary for AOS to send a notice of proposed finding regarding a potential finding for recovery, AOS will require the IPA to execute a limited waiver, to be prepared by AOS. It is the AOS' policy to allow the individual subject to the proposed FFR to review the engagement documentation (i.e. work papers) on which the proposed finding is based. Since Ohio Rev. Code § 4701.19 provides that an IPA's engagement documentation remains the property of the IPA, even in the possession of the AOS, it is necessary for the IPA to execute the limited waiver for the sole purpose of permitting AOS to show supporting documents (i.e. work papers) to those subject to proposed findings for recovery.

## SECTION II – EXTENSION INFORMATION (continued)

### Federal Awards

The IPA firm anticipates 1 major programs to be included in the Single Audit testing for each year of the contract.

### Contract Modifications

Modifications should only be requested for issues which were not known at the time of the original proposal, including but not limited to, changes in accounting or professional standards, changes in reporting entity, significant changes in funding, due date changes, etc. IPAs must utilize the Contract Modification application via the IPA Portal, after any necessary discussions with the Auditor of State representative, and obtain the Public Office's approval per the Auditor of State's contract modification policy. The Auditor of State will review, and if determined appropriate, approve the signed contract modification, which will set forth the terms of the contract between the Auditor of State, the Public Office and the firm. **Such agreement must be executed by the Auditor of State prior to the performance of any additional work. No remuneration will be granted in relation to work performed prior to execution of such agreement.** Any additions or reductions to the work agreed to between the Public Office and the firm shall be at an hourly rate that will not exceed the average hourly rate for the corresponding fiscal period set forth in the schedule of fees and expenses included in the original dollar cost bid, except in limited circumstances approved by the Auditor of State where the total cost for the audit period does not exceed the original proposed amount.

The IPA agrees to work closely with the Auditor of State's office and the Public Office to resolve issues as they arise prior to performance of additional procedures perceived to be beyond the scope of a prudent proposal submitted in response to this Request for Proposals.

**Note:** If the contract requires MBE/EDGE participation (Section I.E), any change in hours must be evaluated to determine the impact on the 15% cost requirement. Any change in cost would impact the dollar amount required to be set aside for the MBE/EDGE firm. If the modification causes the hours to exceed 800, a MBE/EDGE firm must be added to the engagement for the affected period.

### Hinkle Annual Financial Data Reporting System (Hinkle System)

As required by Ohio Revised Code 117.38, local public offices must file their annual financial reports with the Auditor of State (AOS). As described in Auditor of State Bulletin 2015-007, all entities required to file with the AOS must file electronically via the Hinkle Annual Financial Data Reporting System (Hinkle System).

As required by the Bulletin, any independent public accounting (IPA) firms contracted to perform audits for the AOS will audit the financial statements uploaded and submitted to the AOS via the Hinkle System. At the commencement of the audit, the IPA will verify with the entity that the financial statements submitted via the Hinkle System are the final, unaudited financial statements for the audit period. If the financial statements required modification, the entity must contact the AOS at [HinkleSystem@ohioauditor.gov](mailto:HinkleSystem@ohioauditor.gov) in order to re-file.

When financial statements filed via the Hinkle System are audited by the IPA firm, the Hinkle System will include an audit adjustment application which requires the IPA firm to key in audit adjustments for cities, counties, schools, community schools, townships, libraries and villages to Hinkle System data as part of the audit finalization procedures. The adjustments should be entered prior to submitting the final report package to [ipareport@ohioauditor.gov](mailto:ipareport@ohioauditor.gov).

### **Manner of Payment**

The Auditor of State requires that electronic invoices be submitted for Auditor of State approval via the IPA Portal billing process prior to presenting the invoice to the Public Office for payment. No payments should be processed by the Public Office without Auditor of State approval.

Progress payments should be made on the basis of **work completed during the billing period** incurred in accordance with the firm's cost proposal. Interim billings shall cover a period of not less than a calendar month. Billings for work completed must be submitted to the Auditor of State timely.

For the final billing, invoices will be processed as above; however, they must provide total actual hours for the engagement. In addition, invoices must be submitted no later than 90 days after the release of the report by the Auditor of State's Clerk of the Bureau. Invoices may NOT be permitted to be submitted and accepted for processing after the 90 days have expired.

All invoices must certify that all amounts set forth therein are properly due and payable for work performed by the IPA and/or by the specified qualified subcontractors, if applicable.

Subject to approval of the billing, the amount paid to the IPA for each billing shall be the total amount billed. However, under no circumstances shall the total amount paid prior to final acceptance of the engagement work for the fiscal period in question exceed eighty (80) percent of the total fee for the current engagement fiscal period, as specified in the contract. Upon approval of the final reports by the Auditor of State, the IPA may submit an invoice for the remainder due for the current engagement fiscal period. No payment shall be construed as acceptance of the engagement work or of any reports by the Auditor of State.

The Auditor of State may inspect the records and work papers of the IPA and of any subcontractor to determine the validity of billings. Adequate records shall be maintained by the IPA to support all billings.

### **Date Final Report is Due**

It is anticipated this process will be completed and the final report delivered by 6/30 **for each engagement period of the contract.** The final report package should be e-mailed to [ipareport@ohioauditor.gov](mailto:ipareport@ohioauditor.gov) **no later than this date.**

### **Affirmations**

The IPA shall mark "Affirmed" or "N/A," as applicable, for each of the affirmations noted in the attached Mandatory Elements Form.

**Cost:** Refer to the attached Schedule of Professional Fees and Expenses for details related to the costs associated with this Extension.

### **Indemnification**

The IPA shall indemnify, defend, and hold harmless the Auditor of State, and its personnel, officers, and employees from and against any claims, liabilities, expenses or suits relating to this Agreement or the services provided by the IPA under this Agreement as to any suit, action, or claim asserted or prosecuted by third parties solely for death, bodily injury, or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligent acts or intentional misconduct of the IPA or its subcontractor while engaged in the performance of the Services; and, at its own expense in any such instances, the IPA shall pay all attorneys' fees, damages, court costs, and other expenses arising out of any such litigation or claim; and, at its own expense, the IPA shall satisfy and cause to be discharged any judgments as may be obtained against the Auditor of State or any of its personnel, officers, or employees pursuant to any such litigation or claim, provided, however, if there is also fault on the part of any entity or individual indemnified hereunder or any entity or individual acting on the Auditor of State's behalf, the foregoing indemnification shall be on a comparative fault basis.

## **SECTION II – EXTENSION INFORMATION (continued)**

The IPA shall indemnify, defend and hold harmless the Auditor of State and its personnel from all Claims attributable to the claims or suits asserted or prosecuted by third parties for infringement by a Deliverable of any patent existing at the time of delivery and known to the IPA or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by the IPA or its subcontractors or use thereof in a manner not contemplated by the Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by the IPA, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by the IPA. If the Auditor of State or the Client's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the IPA, at its option and expense, shall have the right to (x) procure for Auditor of State and Client the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non infringing; provided that, if (y) or (z) is the option chosen by the IPA, the replacement or modified Deliverable is capable of performing substantially the same function. In the event the IPA cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, the IPA may require the Auditor of State and Client to cease use of such Deliverable and refund the professional fees paid to the IPA with respect to the Services giving rise to such Deliverable.

The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of the IPA, relating to a claim that any of the IPA's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

As a condition to the foregoing indemnity obligations, the IPA shall be given written notice of the assertion of such claims or suits for which indemnification is sought (an "Indemnity Claim") promptly after such matters are brought to the attention of the Auditor of State and shall cooperate in all reasonable and customary respects with the IPA in connection with any such Indemnity Claim, suit or claim covered by the indemnity obligation. The IPA shall be entitled to defend, settle, and control the handling of any such Indemnity Claim, in its sole discretion, with counsel of its own choosing. The IPA, however, shall not settle any such Indemnity Claim without the prior written consent of the Auditor of State (which shall not be unreasonably withheld) except such consent is not required if (1) the sole relief provided is the payment of monetary damages by the IPA or, to the extent that any non-monetary relief is provided, such non-monetary relief is applicable only to the IPA, (2) there is no admission of any fault or wrongdoing on the part of the Auditor of State, and (3) the compromise or settlement contains a full and unconditional release (other than a condition of receipt of payment from the IPA) of the Auditor of State from liability in respect of such Indemnity Claim. Subject to the assent of the Attorney General of Ohio, the Auditor of State shall be permitted to participate in (but not control) the defense and settlement of any such Indemnity Claim that impacts the interest of the state of Ohio and to employ separate counsel in connection with such Indemnity Claim. The fees and expenses of such separate counsel shall be at the Auditor of State's expense. Nothing contained herein, however, is intended to confer to any third party any right or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the IPA firm's liability for failure to comply with the terms of the Agreement or for professional negligence or misconduct.

The IPA shall be solely responsible to Auditor of State and the Client for the performance of the services provided by the IPA under this Agreement. The Client agrees that it will not bring any claims or suits arising from or relating to the IPA's performance of the services under this Agreement against the Auditor of State.

### SECTION III – RECITALS/APPROVAL

Due to the need for a contract extension, as stated in SECTION II above, the parties with intent to be legally bound agree as follows:

1. IPA shall, in the performance of its engagements related to the Public Office for the fiscal period(s) set forth in the original Contract, previous Modification Agreements, and in this Agreement, perform all engagement work as set forth in the original Memorandum of Agreement, previous Modifications Agreements and in this Agreement;
2. The performance of the engagement work provided for in this Agreement, and all related payments provided for herein, shall in all respects be subject to the terms and conditions set forth in the original Contract;
3. Should this extension result in the total hours of the contract to exceed the threshold established for use of a MBE/EDGE subcontractor, the IPA shall follow all minority participation and other relevant requirements of the original contract. If applicable, the required MBE/EDGE subcontractor with respect to this Agreement will be:  
Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_
4. Should this extension involve the use of other subcontractors, the IPA shall follow all relevant requirements of the original contract. If applicable, the other subcontractor with respect to this Agreement will be:  
Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_

In the event of any conflict or inconsistency between the provisions of this Agreement and the parties' prior contract, the provisions of this Agreement shall control in all respects.

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

**Chad Welty** Digitally signed by Chad Welty  
Date: 2020.06.02 08:33:36  
-04'00'

\_\_\_\_\_  
Rea & Associates, Inc.

\_\_\_\_\_  
6/2/2020  
Date

\_\_\_\_\_  
Legislative Authority or Designee for City of Sandusky

\_\_\_\_\_  
Date

\_\_\_\_\_  
Auditor of State

\_\_\_\_\_  
Date

# City of Sandusky

County Name



## SCHEDULE OF PROFESSIONAL FEES AND EXPENSES TO SUPPORT THE TOTAL ALL-INCLUSIVE FIXED FEE FOR AUDIT SERVICES – January 1, 2020 to December 31, 2020 EXTENSION

		<u>Hours</u>	<u>Average Hourly Rate</u>	<u>Total Fixed fee</u>	<u>Amount attributed to MBE/EDGE (if applicable)</u>
Partners		<u>45</u>			
Managers		<u>80</u>			
Supervisory staff		<u>160</u>			
Staff		<u>285</u>			
Other (specify):		<u></u>			
Total for period ending	2020	<u>570</u>	\$ <u>88.00</u>	\$ <u>50,160.00</u>	\$ <u></u>
		<u>Hours</u>	<u>Average Hourly Rate</u>	<u>Total Fixed fee</u>	<u>Amount attributed to MBE/EDGE (if applicable)</u>
Fiscal period ending	20xx	<u></u>	\$ <u></u>	\$ <u>0.00</u>	\$ <u></u>
Fiscal period ending	20xx	<u></u>	\$ <u></u>	\$ <u>0.00</u>	\$ <u></u>
Fiscal period ending	20xx	<u></u>	\$ <u></u>	\$ <u>0.00</u>	\$ <u></u>
Fiscal period ending	20xx	<u></u>	\$ <u></u>	\$ <u>0.00</u>	\$ <u></u>
Total for fiscal periods	<u>2020</u>	<u>570</u>	\$ <u>88.00</u>	\$ <u>50,160.00</u>	\$ <u>0.00</u>

# MANDATORY ELEMENTS

## Required Affirmations

PUBLIC OFFICE: \_\_\_\_\_ **City of Sandusky** \_\_\_\_\_ COUNTY: Erie

CONTRACT NUMBER: \_\_\_\_\_ CONTRACT PERIOD: January 1, 2020 to December 31, 2020

To be considered, the proposal must address every one of the elements. When these are not fully addressed, proposals will be considered non-responsive to the RFP and will not be evaluated further. Please ensure these affirmations are the first element of your firm's proposal and indicate your firm's agreement with the affirmation by checking the respective box for each affirmation.

1.	<b><u>CPA Licensure Laws</u></b> Our firm is licensed by the Ohio Accountancy Board to do business in Ohio and will remain in compliance with Ohio CPA licensure laws and rules.	<input checked="" type="checkbox"/> Affirmed
2.	<b><u>CPE requirements</u></b> Our firm and all assigned key professional staff are, and will remain, in compliance with governmental qualification standards, including governmental continuing education requirements.	<input checked="" type="checkbox"/> Affirmed
3.a.	<b><u>Peer Review (Opt. 1)</u></b> Our firm has undergone an external quality control peer review, conducted in accordance with generally accepted government auditing standards, within the last three years and received a pass rating. The current report is on file with the Auditor of State's Office.	<input checked="" type="checkbox"/> Affirmed <input type="checkbox"/> N/A
3.b.	<b><u>Peer Review (Opt. 2)</u></b> In accordance with GAGAS 3.97, our firm is not yet required to have an external quality control peer review, conducted in accordance with generally accepted government auditing standards. When required, our firm will have the appropriate peer review conducted and provide a copy of the report to the Auditor of State's Office.	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
4.	<b><u>Ohio Ethics Laws</u></b> Our firm and all assigned key professional staff are, and will remain, in compliance with the requirements of Ohio's Ethics Law, as applicable and found at § 2921.42 and in Chapter 102 of the Ohio Revised Code.	<input checked="" type="checkbox"/> Affirmed
5.	<b><u>Rules and Laws Regarding Conflicts of Interest</u></b> Our firm and all assigned key professional staff are, and will remain, in compliance with laws and rules regarding conflicts of interest.	<input checked="" type="checkbox"/> Affirmed
6.	<b><u>Unresolved Findings for Recovery</u></b> Our firm is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Rev. Code § 9.24, or our firm has taken appropriate remedial steps required under R.C. § 9.24. Our firm agrees that if this statement is deemed to be false, the contract shall be declared "void ab initio" between the parties, and <u>City of Sandusky</u> will not be obligated to pay for goods or services rendered under the contract. Any funds paid under the contract shall be remitted by our firm to <u>City of Sandusky</u> or an action for recovery of such payments may result.	<input checked="" type="checkbox"/> Affirmed
7.a.	<b><u>Independence - Nonaudit Services Provided (Opt. 1)</u></b> <ul style="list-style-type: none"> <li>➤ Our firm has listed and described in our proposal any and all nonaudit services that have been provided to <u>City of Sandusky</u> over the previous five (5) years from the date of our proposal or are expected to be provided during the contract term;</li> <li>➤ Our firm and all assigned key professional staff are independent of <u>City of Sandusky</u> as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>;</li> <li>➤ Our firm and all assigned key professional staff are, and will remain, in compliance with GAO rules relating to auditor independence; and</li> <li>➤ In providing such nonaudit services, our firm did not perform management functions, make management decisions for <u>City of Sandusky</u> nor led reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude our firm would be auditing our own work.</li> </ul>	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
7.b.	<b><u>Independence - Nonaudit Services NOT Provided (Opt. 2)</u></b> <ul style="list-style-type: none"> <li>➤ Our firm and all assigned key professional staff are independent of <u>City of Sandusky</u> as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>;</li> <li>➤ Our firm <b>has not provided</b> nonaudit services affecting the audit periods that involved performing management functions or making management decisions for <u>City of Sandusky</u>; and</li> <li>➤ If selected, our firm <b>will not provide</b> nonaudit services to <u>City of Sandusky</u> during the term of the contract that would require our firm to perform management functions or make management decisions for the entity, or would lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude that our firm would be auditing our own work.</li> </ul>	<input checked="" type="checkbox"/> Affirmed <input type="checkbox"/> N/A
8.	<b><u>Independence - Entity's Components</u></b> <ul style="list-style-type: none"> <li>➤ Our firm and all assigned key professional staff are independent of the entity's components listed in Section III (G); of the Request for Proposal.</li> </ul>	<input checked="" type="checkbox"/> Affirmed <input type="checkbox"/> N/A

9.a.	<b><u>Independence - Entity's Components - Nonaudit Services Provided (Opt. 1)</u></b> <ul style="list-style-type: none"> <li>Our firm has listed and described in our proposal any and all nonaudit services that have been provided to <u>City of Sandusky</u>'s components listed in Section III(G) of the Request for Proposal over the previous five (5) years from the date of our proposal, or are expected to be provided during the contract term;</li> <li>Our firm and all assigned key professional staff are independent of <u>City of Sandusky</u>'s components as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>;</li> <li>Our firm and all assigned key professional staff are, and will remain, in compliance with GAO rules relating to auditor independence; and</li> <li>In providing such nonaudit services, our firm did not perform management functions, make management decisions for <u>City of Sandusky</u>'s components nor led reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude our firm would be auditing our own work.</li> </ul>	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
9.b.	<b><u>Independence - Entity's Components - Nonaudit Services NOT Provided (Opt. 2)</u></b> <ul style="list-style-type: none"> <li>Our firm and all assigned key professional staff are independent of <u>City of Sandusky</u>'s components as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>;</li> <li>Our firm <b>has not provided</b> nonaudit services affecting the audit periods that involved performing management functions or making management decisions for <u>City of Sandusky</u>'s components; and</li> <li>If selected, our firm <b>will not provide</b> nonaudit services to <u>City of Sandusky</u>'s components during the term of the contract that would require our firm to perform management functions or make management decisions for <u>City of Sandusky</u>'s components, or would lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude that our firm would be auditing our own work.</li> </ul>	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
10.	<b><u>Independence – Oversight Unit if Entity is a Component of Another Public Office</u></b> Our firm and all assigned key professional staff are independent of the following Oversight Unit:  	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
11.a.	<b><u>Independence – Oversight Unit if Entity is a Component of Another Public Office – Nonaudit Services Provided (Opt. 1)</u></b> <ul style="list-style-type: none"> <li>Our firm has listed and described any and all nonaudit services that have been provided to _____ over the previous five (5) years from the date of the proposal;</li> <li>Our firm and all assigned key professional staff are independent of _____ as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>;</li> <li>Our firm and all assigned key professional staff are, and will remain, in compliance with GAO rules relating to auditor independence; and</li> <li>In providing such nonaudit services, our firm did not perform management functions, make management decisions for _____ nor led reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude our firm would be auditing our own work.</li> </ul>	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
11.b.	<b><u>Independence - Oversight Unit if Entity is a Component of Another Public Office - Nonaudit Services NOT Provided (Opt. 2)</u></b> <ul style="list-style-type: none"> <li>Our firm and all assigned key professional staff are independent of _____ as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>;</li> <li>Our firm <b>has not provided</b> nonaudit services affecting the audit periods that involved performing management functions or making management decisions for _____; and</li> <li>If selected, our firm <b>will not provide</b> nonaudit services to _____ during the term of the contract that would require our firm to perform management functions or make management decisions for the entity, or would lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude that our firm would be auditing our own work.</li> </ul>	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
12.	<b><u>Personal and External Impairments</u></b> <ul style="list-style-type: none"> <li>Our firm and all assigned key professional staff have no personal or external impairments to independence due to relationships with <u>City of Sandusky</u>, and have listed and described in our proposal all our firm's professional relationships that could affect our impartiality or the appearance of impartiality involving the <u>City of Sandusky</u> or any of its agencies/agencies or components /agencies, components or oversight unit, as applicable for the past five (5) years from the date of the proposal;</li> <li>If appropriate, our proposal has included a statement explaining why such relationships do not constitute an independence issue relative to performing the proposed audit.</li> <li>Our firm shall give <u>City of Sandusky</u> and the Auditor of State written notice of any professional relationships entered into during the period of this agreement, relative to parties connected to this proposed engagement that could affect our impartiality or the appearance of impartiality.</li> <li>Prior to entering into any new agreement to provide any nonaudit service to <u>City of Sandusky</u> during the term of the contract, our firm will notify the Auditor of State through completion of the IPA Nonaudit Service GAO Independence Notification/Evaluation (Exhibit E of the RFP). By filing this form, our firm asserts the non-audit service does not impair our firm's independence.</li> </ul>	<input checked="" type="checkbox"/> Affirmed
13.	<b><u>Inappropriate Public Office Contact</u></b> Our firm and all assigned key professional staff have not made, and will not make, any contact with personnel of the <u>City of Sandusky</u> regarding this request for proposal other than allowed by Section I. C. of the RFP.	<input checked="" type="checkbox"/> Affirmed
14.	<b><u>Subcontractors</u></b> If subcontractors are engaged, our firm will ensure the subcontractor(s) have met all applicable elements listed in the affirmations above.	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
15.	<b><u>Irrevocable Offer</u></b> Our firm's proposal is a firm and irrevocable offer for 90 days.	<input checked="" type="checkbox"/> Affirmed