



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JULY 26, 2021 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Naomi Twine
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	July 12, 2021
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Michelle Reeder, Finance Director

ANNUAL SOFTWARE SUPPORT FEE

Budgetary Information: The total cost for the annual support fee is \$32,622.44. Of this amount, \$16,311.22 will be paid by the General Fund, \$8,155.61 by the Water Fund, and \$8,155.61 by the Sewer Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to Software Solutions Incorporated of Dayton, Ohio for the annual software support fee for the period April 1, 2021, through March 31, 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Aaron Klein, Public Works Director

AMENDMENT TO EASEMENTS GRANTED TO HUNTLEY BUILDING & COOKE BUILDING

Budgetary Information: The City previously received payment for these easements and will not seek any additional compensation. The applicant will be responsible for the recording fees at the Erie County Recorder's Office.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement to terminate the easement for a sewer utility and amending the easements previously granted to Huntley Building, LLC, and Cooke Building LLC, for the purpose of accessing dumpster enclosures and a stairway on city property currently utilized as public parking south of east Water Street, Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Jane Cullen, Project Engineer

CHANGE ORDER #1 & FINAL FOR JAYCEE PARK CONNECTOR TRAIL (DEDUCT)

Budgetary Information: Change Order No. 1, a deduction in the amount of \$955.11 will revise the contract amount to \$142,370.92 to be paid with the Capital Fund (Sandusky Neighborhood Initiative).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the City Manager to approve the first & final change order for work performed by Ed Burdue & Co. LLC, of Sandusky, Ohio, for the Jaycee Park Connector Trail project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Debi Eversole, Community Development Programs Administrator

AMENDMENT TO ORDINANCE 21-066 – ACCEPTANCE OF ENTITLEMENT GRANT FOR CDBG FUNDS

Budgetary Information: There is no impact on the City’s General Fund. All projects in the program will be paid for with CDBG funds.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance No. 21-066, passed on May 10, 2021; authorizing and directing the City Manager to accept an Entitlement Grant in the revised amount of \$761,267 total Community Development Block Grant funds for the program year of July 1, 2021, through June 30, 2022, and to submit the United States Department of Housing and Urban Development a revised FY2021 one-year action plan; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #2 – Submitted by Debi Eversole, Community Development Programs Administrator

CDBG SUBRECIPIENT AGREEMENT WITH SECOND HARVEST FOOD BANK

Budgetary Information: The City of Sandusky will award Second Harvest Food Bank a total of \$45,000 for the Downtown Mobile Pantry and Hub from the CDBG-CV FY20. This award shall be paid with CDBG-CV 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 Second Harvest Food Bank to assist with a downtown mobile pantry and HUB program and to expend an amount not to exceed \$45,000 from Community Development Block Grant COVID (CDBG-CV) funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #3 – Submitted by Jonathan Holody, Community Development Director

ECONOMIC DEVELOPMENT GRANT TO CATTIEN dba SMALL CITY TAPHOUSE & CLAG BREWERY

Budgetary Information: The City will be responsible for providing a total of \$300,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis over a three year period with up to \$20,000 to be released in 2021 and up to \$140,000 to be released in 2022 and 2023. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$300,000 through the Economic Development Fund Program to Cattien, LLC (dba Small City Taphouse & CLAG Brewery), in relation to the property located at 202 & 216 Columbus Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #4 – Submitted by Scott Kromer, Streets & Utilities Superintendent

DISPOSAL OF 1992 FORD TRUCK & PURCHASE OF BUCKET TRUCK FOR THE FORESTRY DIVISION

Budgetary Information: The total cost for the 2023 Altec LR860 Bucket Truck is \$176,843 and will be paid for using Stormwater funds. These purchases will be included in the Capital Improvement Plan.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring a 1992 Ford F800 with versalift aerial truck as unnecessary and unfit for city use pursuant to section 25 of the City Charter; authorizing and directing the City Manager to purchase a 2023 Altec LR860 Bucket Truck from Altec Industries Inc. of Birmingham, Alabama, through the Sourcewell Cooperative Purchasing Program for the Forestry Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT FOR THE JUSTICE CENTER

Budgetary Information: The not to exceed, lump sum cost for the First Amendment to the Agreement for Professional Design Services contract dated June 12, 2019 is \$1,434,087 to be split at 40% from the Court’s Capital Account and 60% from the City’s Capital Projects Fund and/or Coronavirus Relief Fund for the SPD portion. These percentages are based on the areas of the complex allocated to those departments.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a first amendment to the agreement for professional design services with Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I & II; 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 – Click “Play” 



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: Eric Wobser, City Manager

FROM: Michelle Reeder, Finance Director

DATE: July 14, 2021

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

It is requested that an ordinance be approved authorizing payment to Software Solutions Incorporated of Dayton, Ohio, for the annual support fee for the period April 1, 2021 through March 31, 2022. The City uses this software for payroll, utility billing, asset management, and financial management. The City has used Software Solutions Incorporated since 1995.

BUDGETARY INFORMATION:

The total cost for the annual support fee is \$32,622.44. Of this amount, \$16,311.22 will be paid by the General Fund, \$8,155.61 by the Water Fund, and \$8,155.61 by the Sewer Fund.

ACTION REQUESTED:

It is requested that legislation be approved authorizing payment in the amount of \$32,622.44 to Software Solutions Incorporated, for the annual support fee for the period April 1, 2021 through March 31, 2022, in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is because the payment is due.

CC: Brendan Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: SSI Software Support

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, 612-5900-53000, 613-5900-53000

By: _____



Michelle Reeder

Finance Director

Dated: 7/14/2021



Personal Attention. Public Solutions.

8534 Yankee Street, Suite 2B
Dayton, OH 45458

INVOICE

Invoice #:	INV-0006729
Invoice Date:	02/25/2021
Term:	Net 30
Due Date:	03/27/2021
PO #:	

Bill To:

Sandusky, City of
222 Meigs St
Sandusky, OH 44870

Ship To:

Sandusky, City of
222 Meigs St
Sandusky, OH 44870

Description

Annual Software Support Contract for Visual Intelligence for period 04/01/2021 thru 03/31/2022

SUBTOTAL	\$32,622.44
Sales Tax	\$0.00
TOTAL	\$32,622.44

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO SOFTWARE SOLUTIONS INCORPORATED OF DAYTON, OHIO FOR THE ANNUAL SOFTWARE SUPPORT FEE FOR THE PERIOD APRIL 1, 2021, THROUGH MARCH 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City has used Software Solutions Incorporated since 1995 and currently uses this software for payroll, utility billing, asset management, and financial management; and

WHEREAS, the cost for the annual software support fee for the period April 1, 2021, through March 31, 2022, is \$32,622.44 of which \$16,311.22 will be paid with General Funds, \$8,155.61 will be paid with Water Funds and \$8,155.61 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 make payment to Software Solutions Incorporated immediately as the payment is past due; 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. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Software Solutions Incorporated of Dayton, Ohio in an amount **not to exceed** Thirty Two Thousand Six Hundred Twenty Two and 44/100 Dollars (\$32,622.44) for the annual software support fee for the period April 1, 2021, through March 31, 2022.

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: _____
BRENDAN L. HEIL
INTERIM CLERK OF THE CITY COMMISSION

Passed: July 26, 2021



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: July 13, 2021

Subject: **Commission Agenda Item – Amendment to Existing Easements**

ITEM FOR CONSIDERATION: Legislation approving an agreement that revokes a perpetual utility easement, amends the dumpster enclosure easement, and amends the easement for the stairs and walkway to the Huntley Building, LLC & Cooke Building, LLC

BACKGROUND INFORMATION: The applicant previously requested three separate easements for dumpster enclosures, storm water laterals, and stair and walkways within the City-owned property on the south side of Water Street between Columbus Avenue and Wayne Avenue. The property is currently utilized for public parking with two means of access to the parking area. All agreements are fully within Permanent Parcel Number 56-64022.000. Per the terms and conditions of the agreement:

1. The existing utility easement will be revoked.
2. The dumpster enclosure easement will be amended to provide an additional 10 square feet to accommodate electrical utilities that will be run from the existing transformer to the applicant's properties.
3. The stair, walkway, and entrance easement will be amended to add Cooke Building, LLC as one of the grantees since Huntley Building, LLC is the only grantee on the original

BUDGETARY INFORMATION: The City previously received payment for these easements and will not seek any additional compensation. The applicant will be responsible for the recording fees at the Erie County Recorder's Office.

ACTION REQUESTED: It is recommended that proper legislation be prepared to revoke and amend the easements with Huntly Building, LLC. and Cooke Building, LLC. and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for Huntley Building, LLC. and Cooke Building, LLC. to begin work on the electrical infrastructure that is needed complete construction activities.

I concur with this recommendation:

Eric Wobser
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO TERMINATE THE EASEMENT FOR A SEWER UTILITY AND AMENDING THE EASEMENTS PREVIOUSLY GRANTED TO HUNTLEY BUILDING, LLC, AND COOKE BUILDING LLC, FOR THE PURPOSE OF ACCESSING DUMPSTER ENCLOSURES AND A STAIRWAY ON CITY PROPERTY CURRENTLY UTILIZED AS PUBLIC PARKING SOUTH OF EAST WATER STREET, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is the owner of certain real property located at Lots 33-35 on East Water Street, and identified as Parcel No. 56-64022.000, currently utilized as public parking; and

WHEREAS, Huntley Building, LLC, is the owner of property located at 133 East Market Street and Cooke Building, LLC, is the owner of property located at 154-162 Columbus Avenue, and previously requested easements on the City's property off East Water Street; and

WHEREAS, this City Commission approved a Nonexclusive Access Easement for dumpster enclosures and a Perpetual Easement for stairs, walkway, and entrance to Huntley Building, LLC, by Ordinance No. 20-179, passed on November 23, 2020, and subsequently recorded in the Erie County Recorder's Office as RN 202100253 and RN 202100252 respectively; and

WHEREAS, this City Commission approved a Perpetual Easement to the Huntley Building, LLC, for permission to construct, lay, maintain, repair or inspect sewer lines by Ordinance No. 20-180, passed on November 23, 2020, and subsequently recorded in the Erie County Recorder's Office as RN 202100254; and

WHEREAS, Huntley Building, LLC and Cooke Building, LLC, desire to revoke the Perpetual Easement (RN 202100254) as it is no longer necessary and desire to amend the Nonexclusive Access Easement (RN 202100253) to provide an additional ten (10) square feet to accommodate electrical utilities and amend the Perpetual Easement (RN 202100252) to include the Cooke Building, LLC, for the stairs, walkways, and entrance to facilitate the completion of the project on their property; and

WHEREAS, the proposed Agreement Amending Existing Easements provides for the agreed to amended easements and the termination of the sewer easement previously granted to the Huntley Building, LLC, and Cooke Building, LLC, a copy of which is attached to this Ordinance and marked Exhibit "1" and more specifically described in Exhibits "A", "B", and "C"; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the new agreement reflecting the changes to the previous easements be immediately executed and recorded and allow for Huntley Building, LLC, and Cooke Building, LLC, to begin work on the electrical infrastructure that is needed to complete construction activities; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of

the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission authorizes and directs the City Manager to enter into an Agreement Amending Existing Easements with the Huntley Building, LLC, and Cooke Building, LLC, a copy of which is attached, marked Exhibit “1” and is specifically incorporated as if fully rewritten herein, for the purpose to terminate an existing Perpetual Easement (RN 202100254) granted for a sewer line and is no longer needed and more fully described in Exhibit “A”, to amend the Nonexclusive Access Agreement (RN 202100253) providing additional space and more fully described in Exhibit “B”, and amending a Perpetual Easement (RN 202100252) to include Cooke Building, LLC, as one of the grantees and more fully described in Exhibit “C”.

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 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 upon its passage, and its 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: _____
BRENDAN L. HEIL
INTERIM CLERK OF THE CITY COMMISSION

AGREEMENT AMENDING EXISTING EASEMENTS

This Agreement Amending Existing Easements (hereinafter “Agreement”) is made by and between the City of Sandusky, Ohio (hereinafter “City”) and Huntley Building, LLC and Cooke Building, LLC, (hereinafter “Companies” or “Owner) and all party’s respective employees, consultants, contractors and agents (“Representatives”), and is effective this ____ day of _____ 2021.

WHEREAS, City is the owner of certain real property located at Lots 33-35 E. Water Street, Sandusky, Ohio (PPN 56-64022.000);

WHEREAS, the Companies are in the process of redeveloping the Hogrefe Building located at 154-162 Columbus Avenue, Sandusky, Ohio (PPNs 56-00527.000, 56-00528.000), and also own the Huntley Building at 133 Market Street, Sandusky, Ohio (PPN 56-00816.000) (hereinafter “Project”);

WHEREAS, in order to do said work and complete the Project the Company and the City need access to the property owned by the City;

WHEREAS, on November 23, 2020, the City passed Ordinances No. 20-179 and No. 20-180 granting the Companies three easements over the Water Street property that were subsequently recorded (RN 202100253, RN 202100252, RN 202100254); and

WHEREAS, the Companies wish to revoke the perpetual utility easement (RN 202100254) because it is no longer necessary and the City and the Companies desire to amend the dumpster enclosure easement (RN 202100253) to provide additional space and amend the easement for the stairs and walkways (RN 202100252) to facilitate the completion of the Project;

THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and with the intent to be legally bound, City and Companies hereby covenant and agree as follows:

TERMS AND CONDITIONS

1. The Companies hereby forever revoke, terminate, and release the utility easement (RN 202100254), the easement and legal description are attached hereto as Exhibit A. This easement shall no longer exist and shall not run with the land.

2. The City and the Companies agree to amend the existing easement for dumpster enclosures (RN 202100253) to provide an additional 10 feet to facilitate the construction of the Project. The amended easement and corresponding legal description are attached hereto as Exhibit B.

3. The City and the Companies hereby agree to amend the existing easement for stairs, walkway, and entrance (RN 202100252) to include Cooke Building, LLC as one of the grantees. The amended easement is attached hereto as Exhibit C.

4. The Companies shall comply with all applicable laws and regulations while present on the Site and shall take all appropriate and necessary safety precautions. The Companies shall not cause or commit any damage, loss or waste on the Site other than what is reasonably necessary to perform the work.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the City and Companies each have caused this Agreement to be executed as of the day and year first above written.

COMPANIES

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Title: _____

COMPANY.

By: _____

Title: _____

Approved as to Form and Correctness:

Brendan L. Heil

Per O.R.C. 319.203

Erie County Auditor / Engineer

Barbara A. Sessler
County Recorder, Erie County OH

202100254 Total Pages: 4
01/11/2021 10:32:11 AM Fees: \$50.00

Transferred in compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	Fee	Exhibit	RETRANSFER	\$	Richard H. Jeffrey Erie County Auditor	Trans. Fees: \$	Date

PERPETUAL EASEMENT

Richard H. Jeffrey

KNOW ALL PERSONS BY THESE PRESENTS: That, the City of Sandusky, herein referred to as the Grantors, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, for and in consideration of the sum of one dollar(s) (\$1.00) and other good and valuable consideration paid by the **HUNTLEY BUILDING, LLC** and **COOKE BUILDING, LLC** limited liability companies under the laws of Ohio, the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns forever, a perpetual alienable Easement to have access to construct, lay, maintain, repair, or inspect sewer lines, at any time or times hereafter, for the area in Exhibit A, including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.

SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.

(all bearings stated above are assumed for the purpose of this description)

The Grantors claim title to the above described property by virtue of an instrument recorded in Deed Volume 434, page 890.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, their executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of inspection or other proper and allowed acts as stated above, said damages include but are not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. Upon notice from Grantor of its intention to redevelop Parcel No. 56-64022.000, Grantee agrees to enter into negotiations to move the sewer lines at Grantee's cost. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever.

The Grantors and signatories hereto, hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same;

that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, Eric L. Wobser, the Grantor, has executed this Perpetual Easement this 11th day of December, 2020.

EWL
Eric L. Wobser, City Manager

STATE OF OHIO }
 }
COUNTY OF ERIE } ss:

Before me a Notary Public in and for said County, personally appeared the above named, proper signatory for the Grantor, who acknowledged he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th day of December, 2020.



Paige L. Doster
Notary Public

PAIGE L. DOSTER
Notary Public, State of Ohio
My Commission Expires 1/26/2025

THIS INSTRUMENT PREPARED BY:
Brendan L. Heil
City of Sandusky Law Director
240 Columbus Avenue
(419) 627-5852

LEGAL DESCRIPTION
EASEMENT IN LANDS OF THE CITY OF SANDUSKY
Cooke & Huntley Buildings – 25' Sewer Easement - 0.0853 Ac.
June 7, 2019

Situate in the State of Ohio, County of Erie, City of Sandusky, part of Ward 1, City of Sandusky, Erie County, Ohio, and being an easement within lands of The City of Sandusky, Volume 434 Page 890, all references herein to the records of the Erie County Recorder, and being more particularly bounded and described as follows;

Beginning in the southerly line of Water Street at a mag nail set, at the northeast corner of said Lot Number Thirty-five (35) on Water Street to the **POINT OF BEGINNING** for this description;

1. Thence S 23°39'11" E 148.69 feet to a point in the southerly line of said Lot 35.
2. Thence, with said line, S 66°17'41" W 25.00 feet to a point;
3. Thence N 23°39'11" W 148.69 feet to a point in the southerly right of way of Water Street;
4. Thence, with the southerly right of way, N 66°17'41" E 25.00 feet to the point of beginning, containing 0.0853 acres of land (3,717.25 square feet).

This description was prepared by Jeffrey R Keefe, P.S. No. 7766 from records.

Bearings herein are based on Ohio State Plane Coordinate System NAD '83 (2011).

John Hancock & Associates

Jeffrey R Keefe

Jeffrey R. Keefe, P.S.

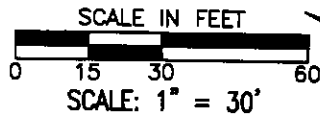


Date: 6/7/2019

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the Ohio
Administrative Code only. No Field Verifications
for Accuracy made.

[Signature]
Erie County Engineer
Date: 06/12/19

File: 265818 Cooke Huntley Building 25' Sewer Easement.doc



REFERENCE
P.O.B.

LOT 32

LOT 33

CITY OF SANDUSKY
D.V. 434, PG.880
PARCEL 68-04022.000

LOT 34

HUNTLEY
BUILDING, LLC
RN 201708234
PARCEL 68-00816.000

WATER STREET
74.25' RIGHT OF WAY

P.O.B.
MAG. NAIL SET
@ THE CORNER
LOT 32

S 23°39'11" E 148.69'

25' SEWER EASEMENT
0.0853 ACRES
(3,717.25 S.F.)

N 23°39'11" W 148.69'

N 68°17'41" E
25.00'

S 68°17'41" W
25.00'

LOT 35

DAVIS LEISA OAKES
RN 201701988
PARCEL 68-00817.000

OLD PLATT, LLC
RN 201208902
PARCEL 68-00821.000

COOKE
BUILDING,
LLC
RN 201708237
PARCEL
68-00827.000

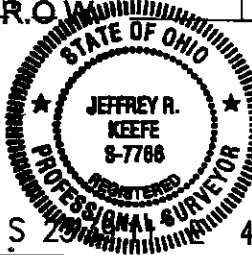
LOT 36

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the Ohio
Administrative Code only. No Field Verifications
for Accuracy made.

David L. Brown
Erie County Engineer
DATE: 06/12/19

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

I HEREBY CERTIFY THAT THIS PLAT WAS
PREPARED FROM RECORDS AND AN ACTUAL
FIELD SURVEY OF THE PREMISES
CONDUCTED IN JUNE, 2018 PURSUANT TO
CHAPTER 4733-37 OF THE OHIO
ADMINISTRATIVE CODE.



Jeffrey R. Keefe
JEFFREY R. KEEFE, P.E.
NO. 8-7768

DATE: 6/7/2019
427.18'(M) 426.05'(P)

M

COLUMBUS AVENUE

99' RIGHT OF WAY

L

JOB NO.:	2005019
DRAWN BY:	JWK, JJK
DATE:	6/7/19
SHEET NO.:	1 OF 1
FILE NO.:	
2000-GENERATION.DWG	

HUNTLEY BUILDING, LLC &
COOKE BUILDING, LLC
STORM SEWER EASEMENT
LOT 35, WATER STREET
WARD 1, CITY OF SANDUSKY, ERIE COUNTY, OHIO

John Hancock & Associates, Inc.
SURVEYORS • ENGINEERS
220 S. Market St. • Sandusky, Ohio 44870 • (419) 483-7700

REVISION:	

NONEXCLUSIVE ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That, the City of Sandusky, herein referred to as the Grantors, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, for and in consideration of the sum of one dollar(s) (\$1.00) and other good and valuable consideration paid by the **HUNTLEY BUILDING, LLC** and **COOKE BUILDING, LLC** limited liability companies under the laws of Ohio, the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns forever, a limited nonexclusive easement for a dumpster enclosure, for the area in Exhibit A, including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.

SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.

(all bearings stated above are assumed for the purpose of this description)

The Grantors claim title to the above described property by virtue of an instrument recorded in Deed Volume 434, page 890.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, their executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of inspection or other proper and allowed acts as stated above, said damages include but are not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential.

This easement is nonexclusive. The Grantee agrees to allow reasonable access to the area in Exhibit A for adjoining landowners use of the dumpsters.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever.

The Grantors and signatories hereto, hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same;

that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, _____, the Grantor, has executed this limited nonexclusive Easement this _____ day of _____, 2021.

Eric L. Wobser, City Manager

STATE OF OHIO }
 }
COUNTY OF ERIE } ss:

Before me a Notary Public in and for said County, personally appeared the above named, proper signatory for the Grantor, who acknowledged he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2021.

Notary Public

THIS INSTRUMENT PREPARED BY:

Brendan L. Heil
City of Sandusky Law Director
240 Columbus Avenue
(419) 627-5852

LEGAL DESCRIPTION
EASEMENT IN LANDS OF THE CITY OF SANDUSKY
Huntley Building - Dumpster Enclosure B & Utility Easement
0.0172 Ac. (750 Sq. Ft.)

Situate in the State of Ohio, County of Erie, City of Sandusky, part of Ward 1, City of Sandusky, Erie County, Ohio, and being an easement within lands of The City of Sandusky, Volume 434 Page 890, all references herein to the records of the Erie County Recorder, and being more particularly bounded and described as follows;

Beginning in the southerly line of Water Street at a mag nail set, at the northeast corner of said Lot Number Thirty-five (35) on Water Street; thence S 23°39'11" E, 98.70 feet; thence S 66°20'49" W 18.36 feet to a mag nail set at the **POINT OF BEGINNING** for this description;

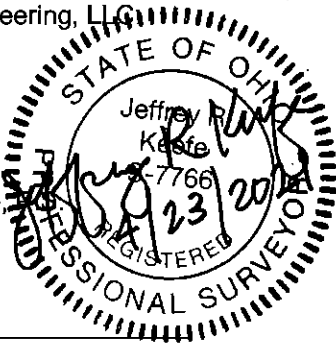
1. Thence S 23°38'31" E, 50.00' to a point;
2. Thence S 66°17'41" W, 15.00' to a point in the easterly line of Parcel 56-00817.000;
3. Thence, along said line, N 23°38'31" W, 50.00' to a point;
4. Thence N 66°17'41" E, 15.00 feet to the point of beginning, containing 0.0172 acres of land (750 square feet).

This description was prepared by Jeffrey R Keefe, P.S. No. 7766 from records.

Bearings herein are based on Ohio State Plane Coordinate System NAD '83 (2011).

Red Barn Engineering, LLC

Jeffrey R. Keefe,

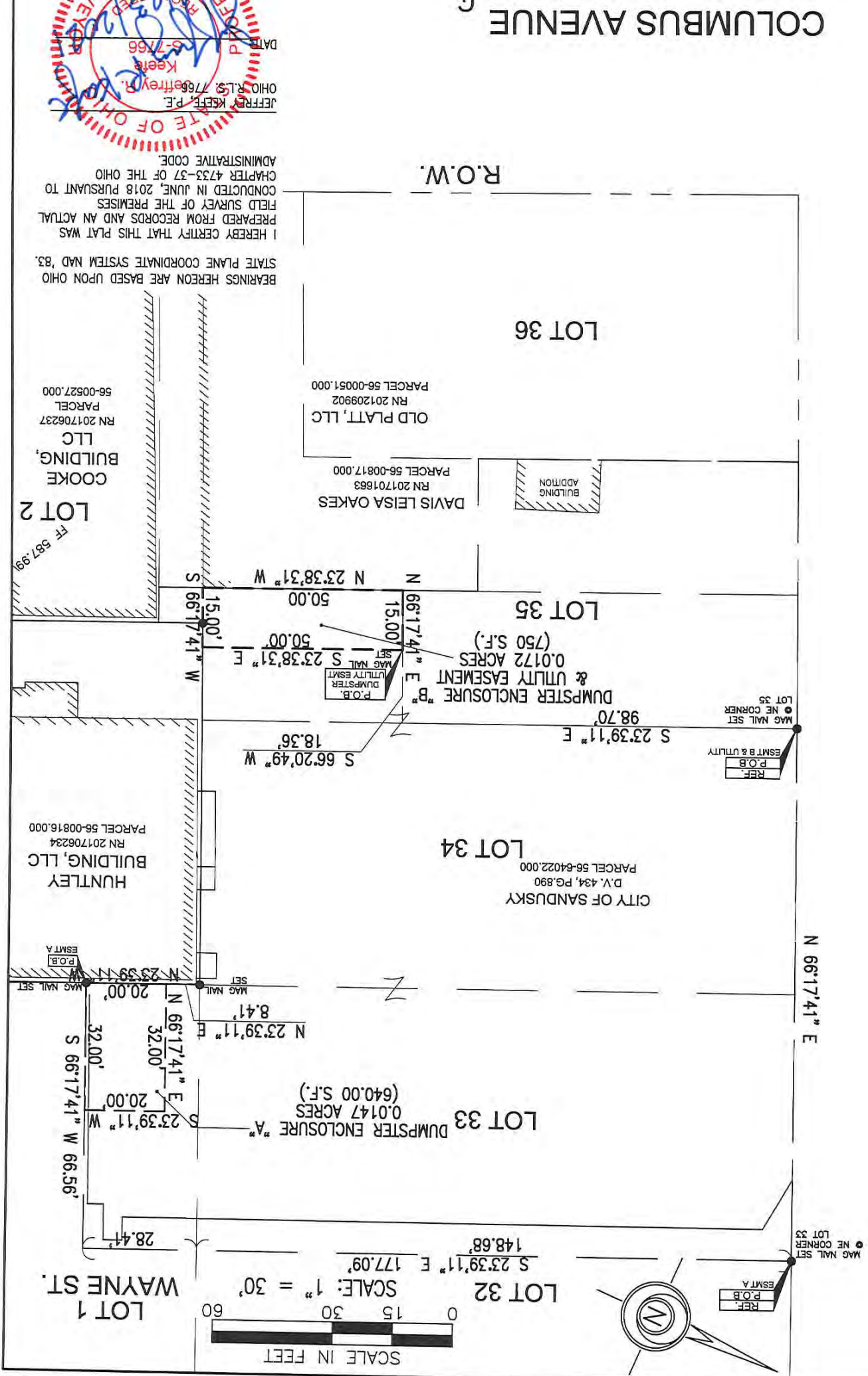


Date: _____

File: 21-0095 Dumpster Utility Easement.doc

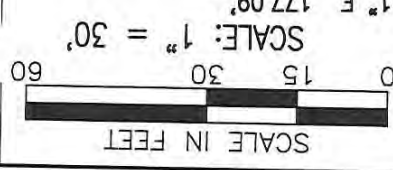
WALKER STREET 74.25' RIGHT OF WAY

COLUMBUS AVENUE



BEARINGS HEREON ARE BASED UPON OHIO
STATE PLANE COORDINATE SYSTEM NAD '83.
I HEREBY CERTIFY THAT THIS PLAT WAS
PREPARED FROM RECORDS AND AN ACTUAL
FIELD SURVEY OF THE PREMISES
CONDUCTED IN JUNE, 2018 PURSUANT TO
CHAPTER 4733-37 OF THE OHIO
ADMINISTRATIVE CODE.

JEFFREY KEEFE, P.E.
OHIO R.L.S. 7766
DATE: 6-7-16
STATE OF OHIO
COUNTY OF SHELBY



PERPETUAL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That, the City of Sandusky, herein referred to as the Grantors, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, for and in consideration of the sum of one dollar(s) (\$1.00) and other good and valuable consideration paid by the **HUNTLEY BUILDING, LLC** and **COOKE BUILDING, LLC** limited liability companies under the laws of Ohio, the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns forever, an easement for a stair, walkway, and entrance, for the area in Exhibit A, including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.

SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.

(all bearings stated above are assumed for the purpose of this description)

The Grantors claim title to the above described property by virtue of an instrument recorded in Deed Volume 434, page 890.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, their executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of inspection or other proper and allowed acts as stated above, said damages include but are not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever.

The Grantors and signatories hereto, hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same; that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, _____, the Grantor, has executed this Perpetual Easement this _____ day of _____, 2021.

Eric L. Wobser, City Manager

STATE OF OHIO }
 }
COUNTY OF ERIE } ss:

Before me a Notary Public in and for said County, personally appeared the above named, proper signatory for the Grantor, who acknowledged he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2021.

Notary Public

THIS INSTRUMENT PREPARED BY:

Brendan L. Heil
City of Sandusky Law Director
240 Columbus Avenue
(419) 627-5852

LEGAL DESCRIPTION
EASEMENT IN LANDS OF THE CITY OF SANDUSKY
Huntley Building – Stair, Walkway and Entrance Easement - 0.0057 Ac.

Situate in the State of Ohio, County of Erie, City of Sandusky, part of Ward 1, City of Sandusky, Erie County, Ohio, and being an easement within lands of The City of Sandusky, Volume 434 Page 890, all references herein to the records of the Erie County Recorder, and being more particularly bounded and described as follows;

Beginning at a Mag nail set in the southerly line of Water Street, at the northeast corner of said Lot Number Thirty-three (33) on Water Street; running thence S 23°39'11" E, a distance of 177.09', with the easterly line of said Lot Number Thirty-three (33), to the southeast corner of said lot; thence S 66°17'41" W with the northerly line of said Lot Number One (1) on Wayne Street; a distance of 66.56 feet to the westerly line of said Lot Number One (1) on Wayne Street, thence N 23°39'11" E 28.41 feet to a mag nail set at the **POINT OF BEGINNING** for this description;

1. Thence S 66°17'41" W, 50.00 feet to a point, along the southerly line of Lot 34 Water Street;
2. Thence N 23°42'19" W, 5.00 feet to a point;
3. Thence N 66°17'41" E, 50.00 feet to a point;
4. Thence S 23°39'11" E, 5.00 feet to the point of beginning, containing 0.0057 acres of land (250 square feet).

This description was prepared by Jeffrey R Keefe, P.S. No. 7766 from records.

Bearings herein are based on Ohio State Plane Coordinate System NAD '83 (2011).

John Hancock & Associates

Jeffrey R. Keefe

Jeffrey R. Keefe, P.S.

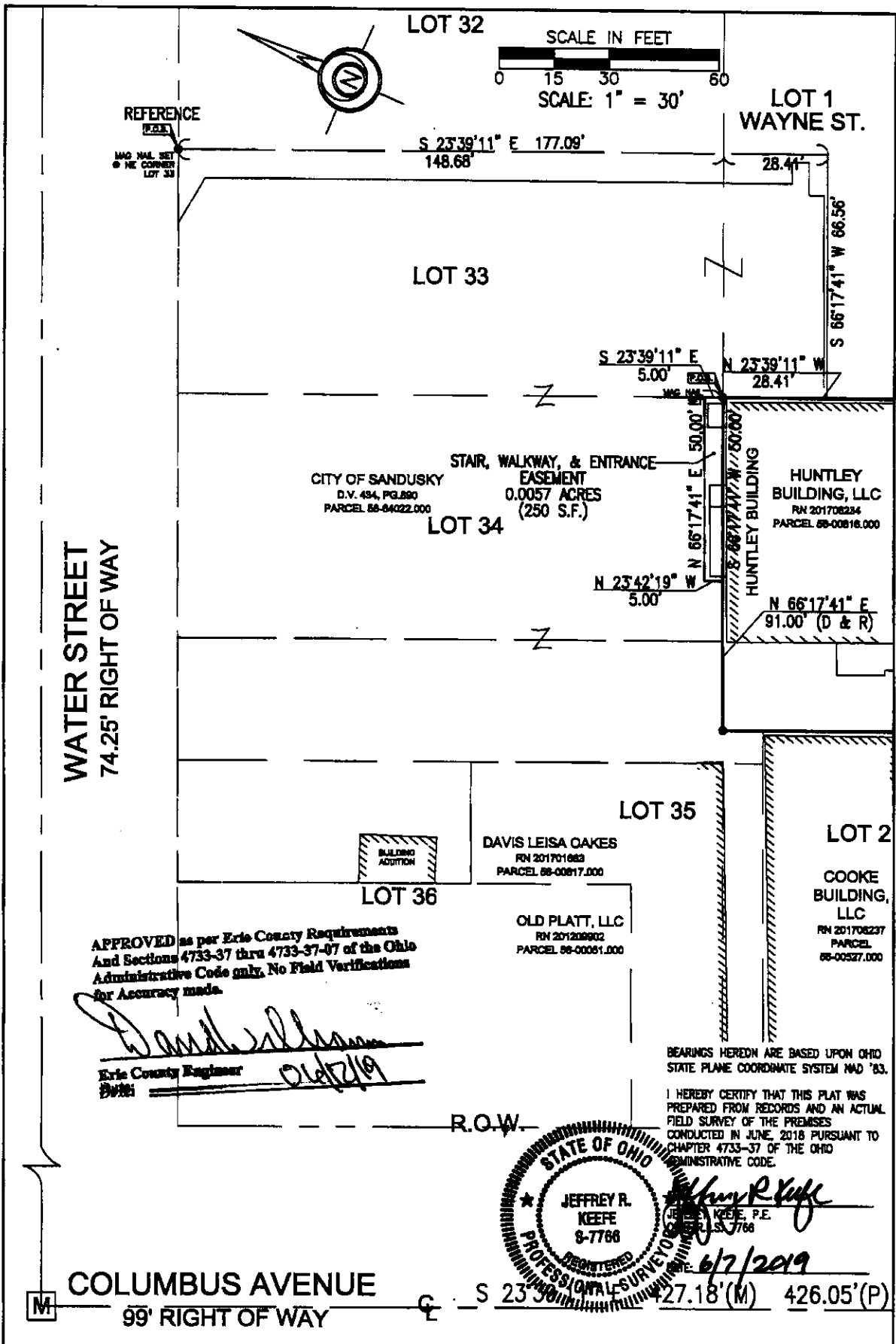


Date: 6/7/2019

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the Ohio
Administrative Code only, No Field Verifications
for Accuracy made.

[Signature]
Erie County Engineer
Date: 06/12/19

File: 265818 Huntley Building Stair Walkway Entrance Easement.doc



JOB NO.: 200819	HUNTLEY BUILDING, LLC	<i>John Hancock & Associates, Inc.</i> 24340000 - SURVEYING 230 E. Market St. - Sandusky, Ohio 44870 - (419) 433-7000	REVISION:
DRAWN BY: JRC, JJK	STAIR, WALKWAY & ENTRANCE EASEMENT		
SHEET NO.: 1 OF 1	LOT 34, WATER STREET		
DATE: 6/7/19	WARD 1, CITY OF SANDUSKY, ERIE COUNTY, OHIO		
FILE NO.: -			
2008-STAIRWALKWAY AND ENTRANCE EASEMENT			



DEPARTMENT OF PUBLIC WORKS

Division of Engineering

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5829

www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: July 14, 2021

Subject: Commission Agenda Item – Jaycee Park Connector Trail

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1 and Final, for the Jaycee Park Connector Trail Project.

BACKGROUND INFORMATION: The project was awarded to Ed Burdue & Co., LLC at the September 28, 2020 city commission meeting per Ordinance No. 20-142 in the amount of \$143,326.03.

This project consisted of installing a 10' (ten) wide asphalt multi-use path in Jaycee Park along the west edge of the park from Milan Road south to Lane Street. The path also connected into the Osborn Street and McKelvey Street entrances. The project also provided for the resurfacing of Osborne Street from the park entrance to Wayne Street and resurfacing of McKelvey Street from the park entrance to Milan Road.

Change Order No. 1 and Final, a deduct in the amount of \$955.11, represents final quantities installed in the field by the contractor. The Charge Order also reflects the extension of the final completion date from December 1, 2020 to May 28th, 2021. See attached summary sheet of all quantities.

BUDGETARY INFORMATION: Change Order No. 1, a deduction in the amount of \$955.11 will revise the contract amount to \$142,370.92 to be paid with the Capital Fund (Sandusky Neighborhood Initiative).

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 for final quantities for the Jaycee Park Connector Trail Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for work already completed in the field and to close out the completed project.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

CITY OF SANDUSKY, OHIO
DEPARTMENT OF ENGINEERING AND CONSTRUCTION

Change Order No. 1 and Final

CONTRACT: 2947
ORDINANCE NO. 20-142

Contractor: Ed Burdue & Co., LLC
3025 Venice road Sandusky, OH 44870
STREET OR LOCATON OF WORK: Jaycee Park Connector Trail

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

BID ITEM NO	ODOT ITEM NO.	PLAN QUANTITY	ACTUAL QUANTITY	DIFFERENCE IN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL BID PRICE	TOTAL FINAL PRICE	TOTAL ADD	TOTAL DEDUCT
1	201	1	1	0	LS	CLEARING AND GRUBBING, AS PER PLAN	\$2,500.00	\$2,500.00	\$2,500.00		
2	202	1	1	0	LS	REMOVAL OF STRUCTURES	\$1,500.00	\$1,500.00	\$1,500.00		
3	202	350	350	0	SY	PAVEMENT REMOVED	\$5.00	\$1,750.00	\$1,750.00		
4	203	1	1	0	LS	EXCAVATION AND EMBANKMENT	\$6,750.00	\$6,750.00	\$6,750.00		
5	204	2950	2950	0	SY	SUBGRADE COMPACTION	\$1.00	\$2,950.00	\$2,950.00		
6	304	490	632.43	142.43	CY	AGGREGATE BASE	\$32.00	\$15,680.00	\$20,237.76	\$4,557.76	
7	407	135	135.79	0.79	GAL	NON-TRACKING TACK COAT	\$2.15	\$290.25	\$291.95	\$1.70	
8	441	135	136.03	1.03	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (4	\$186.90	\$25,231.50	\$25,424.01	\$192.51	
9	441	100	97.35	-2.65	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (4	\$215.00	\$21,500.00	\$20,930.25		-\$569.75
10	623	1	1	0	LS	CONSTRUCTION LAYOUT STAKES AND SURVEYING	\$2,750.00	\$2,750.00	\$2,750.00		
11	624	1	1	0	LS	MOBILIZATION	\$3,500.00	\$3,500.00	\$3,500.00		
12	653	110	110	0	CY	TOPSOIL FURNISHED AND PLACED	\$35.00	\$3,850.00	\$3,850.00		
13	659	2700	2700	0	SY	SEEDING (CLASS I LAWN MIXTURE) AND MULCHING	\$3.00	\$8,100.00	\$8,100.00		
14	630 & 640	1	0	-1	LS	PAVEMENT MARKINGS AND SIGNAGE	\$1,640.00	\$1,640.00	\$0.00		-\$1,640.00
15	832	1000	0	-1000	EACH	EROSION CONTROL	\$1.00	\$1,000.00	\$0.00		-\$1,000.00
16	MISC	3	3	0	EACH	BOLLARD PER PLAN, PERMANENT	\$840.00	\$2,520.00	\$2,520.00		
17	MISC	1	0	-1	EACH	BOLLARD PER PLAN, HINGED	\$800.00	\$800.00	\$0.00		-\$800.00
18	MISC	1	0	-1	LS	CONTINGENCY-TO BE USED AS DIRECTED BY THE	\$5,000.00	\$5,000.00	\$0.00		-\$5,000.00
ALTERNATE BID 1 OSBORNE STREET RESURFACING											
18A	254	147	387.71	240.71	SY	PAVEMENT PLANING -EDGE MILL	\$36.25	\$5,328.75	\$14,054.49	\$8,725.74	
19	441	12.92	22.5	9.58	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (4	\$320.00	\$4,133.33	\$7,200.00	\$3,066.67	
20	407	27.56	27.56	0	GAL	NON-TRACKING TACK COAT (.08 GAL/SY)	\$2.15	\$59.25	\$59.25		
21	251	24.11	0	-24.11	SY	PARTIAL DEPTH (<3") REPAIR (~7%)	\$82.00	\$1,977.11	\$0.00		-\$1,977.11
22	253	10.33	0	-10.33	SY	FULL DEPTH (>3") (3%+/-)	\$115.50	\$1,193.50	\$0.00		-\$1,193.50
23	614	1	1	0	LS	MAINTENANCE OF TRAFFIC	\$0.00	\$0.00	\$0.00		
24	624	1	1	0	LS	MOBILIZATION	\$1,300.00	\$1,300.00	\$1,300.00		
ALTERNATE BID 2 MCKELVEY STREET RESURFACING											
25	254	297	310.22	13.22	SY	PAVEMENT PLANING -EDGE MILL	\$20.00	\$5,940.00	\$6,204.40	\$264.40	
26	441	31.08	47.5	16.42	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (4	\$186.90	\$5,809.63	\$8,877.75	\$3,068.12	
27	407	66.31	149.33	83.02	GAL	NON-TRACKING TACK COAT (.08 GAL/SY)	\$2.15	\$142.57	\$321.06	\$178.49	
28	251	58.02	0	-58.02	SY	PARTIAL DEPTH (<3") REPAIR (~7%)	\$82.00	\$4,757.96	\$0.00		-\$4,757.96
29	253	24.87	0	-24.87	SY	FULL DEPTH (>3") (3%+/-)	\$115.50	\$2,872.18	\$0.00		-\$2,872.18
30	614	2	0	-2	EACH	MANHOLE ADJUSTED TO GRADE	\$600.00	\$1,200.00	\$0.00		-\$1,200.00
31	614	1	1	0	LS	MAINTENANCE OF TRAFFIC	\$0.00	\$0.00	\$0.00		
32	624	1	1	0	LS	MOBILIZATION	\$1,300.00	\$1,300.00	\$1,300.00		
CO1	ITEM 1	Time extension to May 28th, 2021 original completion date was December 1, 2020							\$0.00		
TOTALS=								\$143,326.03	\$142,370.92	\$20,055.39	-\$21,010.50

Explanation: Change order reflects work performed in the field.

ORIGINAL CONTRACT AMOUNT= \$143,326.03
CHANGE IN CONTRACT= -\$955.11
REVISED CONTRACT AMOUNT= \$142,370.92

Accepted; _____
Contractor

Date: _____, 2021

Accepted; _____
Director of Public Works

Date: _____, 2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY ED BURDUE & CO. LLC, OF SANDUSKY, OHIO, FOR THE JAYCEE PARK CONNECTOR TRAIL PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Jaycee Park Connector Trail Project involves the installation of a 10 (ten) foot wide asphalt multi-use path in Jaycee Park along the west edge of the park from Milan Road south to Lane Street which will connect into the Osborn Street and McKelvey Street entrances; and

WHEREAS, the project also provided for resurfacing Osborne Street from the park entrance to Wayne Street and McKelvey Street from the park entrance to Milan Road; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Jaycee Park Connector Trail Project by Resolution No. 031-20R, passed on August 24, 2020; and

WHEREAS, the City Commission approved the awarding of the contract to Ed Burdue & Co. LLC, of Sandusky, Ohio, for work to be performed for the Jaycee Park Connector Trail Project by Ordinance No. 20-142, passed on September 28, 2020; and

WHEREAS, this First & Final Change Order reflects the actual work performed and actual quantities used in the field by the contractor and the extension of the completion date from December 1, 2020 to May 28, 2021; and

WHEREAS, the original contract with Ed Burdue & Co. LLC, was \$143,326.03, and with the **deduction** of this First & Final Change Order in the amount of \$955.11, the final contract cost is \$142,370.92 and will be paid with Capital Funds through the Sandusky Neighborhood Initiative Fund; and

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Jaycee Park Connector Trail Project and to **deduct** from the contract amount the sum of Nine Hundred Fifty Five and 11/100 Dollars (\$955.11) resulting in the final contract cost of One Hundred Forty Two Thousand Three Hundred Seventy and 92/100 Dollars (\$142,370.92) with Ed Burdue & Co. LLC, of Sandusky, Ohio, and to extend the final completion date from December 1, 2020 to May 28, 2021.

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: _____
BRENDAN L. HEIL
INTERIM CLERK OF THE CITY COMMISSION

Passed: July 26, 2021



Community Development

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Debi Eversole, Community Development Programs Administrator
Date: July 14, 2021
Subject: Commission Agenda Item – Amending Ordinance Number 21-066 to allow for increased funding

Item for Consideration: Legislation amending Ordinance 21-066 passed on May 10, 2021 authorizing and directing the City Manager to accept an Entitlement Grant in the amount of \$750,212.00 of Community Development Block Grant (CDBG) funds for the program year of July 1, 2021 through June 30, 2022 to include an increased allocation in the amount of \$11,055.00 from the Department of Housing and Urban Development (HUD), bringing the total grant allocation for the FY 2021 One-Year Action Plan to \$761,267.00.

Background Information: The City of Sandusky is an Entitlement Community, and as such, Sandusky receives a direct allocation from HUD annually. The City is required to utilize these funds by implementing a One-Year Action Plan to assist persons, households and areas of low/moderate income each year. The allocation for Sandusky was published at \$750,212.00. A one-year action plan was submitted and approved at the May 10, 2021 City Commission meeting.

On May 14, 2021, a letter from HUD was addressed to Commission President Brady and copied to the Department of Community Development stating that a corrected allocation had been released. The result of the formula correction was an increase in funding of \$11,055.00 bringing the total allocation to \$761,267.00.

The letter instructed the City of Sandusky to utilize the allocation within the FY 2021 annual action plan, implementing the rules and regulations specified by HUD to benefit low/moderate income persons, households or areas. Thus, the City of Sandusky has increased the budgeted Public Facilities allocation to \$331,055.00, which is approximately a 3.45% increase to that project.

Budgetary Information: There is no impact on the City's General Fund. All projects in the program will be paid for with CDBG funds.

Action Requested: It is requested that proper legislation be prepared to amend Ordinance 21-066, passed on May 10, 2021 and approval be granted directing the City Manager to accept an Entitlement Grant in the amount of \$761,267.00 for the program year of July 1, 2021 through June 30, 2022 and to submit to HUD a One-Year Action Plan and to execute all certifications and agreements. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to submit the revised One-year Action Plan to HUD as soon as possible as the program year began on July 1, 2021.

Debi Eversole, Community Development Programs Administrator

I concur with this recommendation:

Jonathan Holody, Community Development Director

Eric Wobser, City Manager

cc: Brendan Heil, Law Director, Michelle Reeder, Finance Director, McKenzie Spriggs, City Commission Clerk



OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

May 13, 2021

The Honorable Richard "Dick" Brady
City Commission President of Sandusky
222 Meigs Street
City Building
Sandusky, OH 44870-2835

Dear City Commission President Brady:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2021 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special needs populations across the country. Public Law 116-260 includes FY 2021 funding for these programs. Please note that this letter reflects a revised amount for the Community Development Block Grant and Section 108 borrowing authority. Your jurisdiction's FY 2021 available amounts are as follows:

Community Development Block Grant (CDBG)	\$761,267
Recovery Housing Program (RHP)	\$0
HOME Investment Partnerships (HOME)	\$0
Housing Opportunities for Persons With AIDS (HOPWA)	\$0
Emergency Solutions Grant (ESG)	\$0

Individuals and families across the country are struggling in the face of four converging crises: the COVID-19 pandemic, the resulting economic crisis, climate change, and racial inequity. Through these bedrock programs, CPD seeks to develop strong communities by promoting integrated approaches that provide decent housing and suitable living environments while expanding economic opportunities for low- and moderate-income and special needs populations, including people living with HIV/AIDS. We urge grantees to strategically plan the disbursement of grant funds to provide relief for those affected by these converging crises and help move our country toward a robust recovery.

Based on your jurisdiction's CDBG allocation for this year, you also have \$3,806,335 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction's existing CDBG funding to access low-interest, long-term financing to invest in Opportunity Zones or other target areas in your jurisdiction.

HUD continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensure grantees comply with program requirements and policies, provide demographic and income information about the persons that benefited from a community's

activities, and participate in HUD-directed grantee monitoring. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regard to the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Office Director.

Sincerely,



James Arthur Jemison II
Principal Deputy Assistant Secretary
for Community Planning and Development

Executive Summary



AP-05 Executive Summary

INTRODUCTION

The City of Sandusky, Ohio, has completed the planning process for the 2021-2022 Annual Action Plan as required by the U.S. Department of Housing and Urban Development (HUD).

The intent of the Plan is to identify how federal grant funds received by the City will be utilized during that program year to address the priority needs acknowledged in the City's 2019/2021-2023/2024 Five-Year Consolidated Plan (Consolidated Plan). Program Year (PY) 2021/2022 Annual Action Plan (July 1, 2021 through June 30, 2022) represents the third program year in which to address the needs identified in the City of Sandusky's 2019 - 2023 Consolidated Plan, approved by the City of Sandusky City Commission on May 28, 2019. The 2021-2022 Action Plan was approved by Sandusky City Commission on May 10, 2021.

The Action Plan constitutes the City's application to HUD for its Community Development Block Grant (CDBG) Program which is the primary resource for addressing Sandusky's housing and community development needs. The City's allocation **has been revised to \$761,267.00** in PY2021 funding through the CDBG Program. **This amount includes an additional \$11,055.00.**

The City of Sandusky will also report, to the extent possible, on other resources expected to be used in ways consistent with the Consolidated Plan. This includes both funds and resources of other organizations and agencies, local nonprofits and for-profits which address the housing and community development needs of the City and its residents.

Decisions about the annual allocation of federal resources are based upon the 2019 – 2023 Consolidated Plan, which was developed after a thorough public participation process conducted both informally with community partners, stakeholders, neighborhood organizations and residents and formally via public hearings. The priorities, goals and objectives outlined in the Consolidated Plan were developed based on

the feedback received during this public process, as well as the evaluation of housing, homeless, special needs population and other relevant community development data.

SUMMARY OF THE OBJECTIVES AND OUTCOMES IDENTIFIED IN THE PLAN NEEDS ASSESSMENT OVERVIEW

The PY 2021 Annual Action Plan will work to meet the goals and objectives set forth by the 2019-2023 Consolidated Plan. These goals and objectives are broken into four major categories: Housing Needs, Homeless Needs, Neighborhood Stabilization and Special Needs Assistance:

Housing Needs

The Housing topic is focused on the physical state of housing in the City of Sandusky and ways that federal and local resources can be used to address housing issues. Based on input and data received through an extensive public involvement process, the highest priorities identified by the public are:

- Quality affordable housing in locations near essential amenities
- Support and encourage homeownership
- Housing rehabilitation for homeowners that cannot afford maintenance on their homes
- Remediation of code violations
- Demolition and clearance of blighted structures

Considering these priorities, the following goals and objectives have been recommended:

Goal: Housing

Improve the quality and accessibility of affordable housing within the City of Sandusky.

Objective 1:

Preserve, maintain and improve existing affordable housing stock for low- and moderate-income and special needs households.

Objective 2:

Provide housing services for low- and moderate-income and special needs households.

Homeless Needs

Meeting homelessness challenges in the City of Sandusky is a collaborative effort comprising numerous individuals, agencies and organizations. The lead agency for collecting homeless data, conducting homeless needs assessments and developing community supported homelessness strategies is the Volunteers of America of Greater Ohio (VOAGO). VOAGO supports Erie County, the City of Sandusky, and Homeless Planning Region #3. The VOAGO acts as the Sandusky area Continuum of Care (CoC). In developing priority homeless needs, the City of Sandusky coordinated with the VOAGO, as well as the general public through stakeholder and neighborhood meetings.

Based on input and the data received through the citizen participation process, the highest priorities identified for homeless services are:

- Food pantries and services
- Educational programming and addressing social barriers for youth
- Affordable housing for lower income to prevent homelessness

Considering these priorities, the following draft goals and objectives are recommended:

Goal: Reduced Homelessness

Prevent and reduce homelessness within the City of Sandusky.

Objective 1:

Provide services that promote self-sufficiency for the homeless or those at-risk of becoming homeless.

Objective 2:

Support programs that offer meals, shelter facilities and/or shelter beds to the homeless.

Non-Housing Community Development Needs

Non-Housing Community Development is a broad category of spending that covers many types of public facilities and improvements such as roads, sewer improvements, water improvements, wastewater improvements, lighting, drainage, community centers, parks and virtually any other public project that benefits low- and moderate-income neighborhoods.

Based on input and the data received through an extensive public involvement process, the highest priorities identified by the public are:

- Fairly distributed public facility and infrastructure improvements (streets, neighborhoods)
- Street reconstruction
- Athletic or sport-focused youth programs
- Afterschool programs (e.g. Boys & Girls Club)
- Code enforcement and blight elimination
- Neighborhood beautification program

Considering these priorities, the following draft goals and objectives are recommended:

Goal: Neighborhood Stabilization

Enhance the quality of life for people living in low- and moderate-income neighborhoods through public investment in facilities, improvements, and services, as well as the elimination of blight.

Objective 1:

Improve physical conditions within residential neighborhoods through blight removal and property contamination remediation.

Objective 2:

Invest in public improvements within low- and moderate-income areas.

Objective 3:

Invest in public facilities that benefit low- and moderate-income persons, or special needs populations.

Objective 4:

Support public services for low- and moderate-income persons.

Non-Homeless Special Needs

Non-Homeless Special Needs is a broad category that applies to any population that is presumed to be low- and moderate-income and in need of public services. The category covers a large population, including the mentally ill, developmentally disabled, elderly, and other groups. These specific services are often provided by non-profit agencies, usually in coordination with the City of Sandusky or Erie County.

Based on input and the data received through an extensive public involvement process, the highest priorities identified by the public are:

- Programs to reduce physical and social barriers for persons with special needs
- Health and wellness programs for seniors
- Food pantries and food assistance (e.g. Meals-On-Wheels program)

Considering these priorities, the following draft goals and objectives are recommended:

GOAL: SPECIAL NEEDS ASSISTANCE

Promote access to public services for special needs populations generally assumed to be low- and moderate-income, including, but not limited to, programs addressing youth and children, seniors/elderly and frail elderly, veterans and persons with mental, physical or developmental disabilities, alcohol or drug addiction, HIV/AIDS or other special needs.

Objective 1:

Support programs that assist special needs populations with housing or accessibility improvements.

Objective 2:

Support programs that provide basic needs assistance (e.g. meals, healthcare, transportation, etc.) to persons with special needs.

Objective 3:

Provide funding to agencies that offer case management, counseling, or self-sufficiency training to persons with special needs.

Objective 4:

Encourage health and wellness among persons with special needs.

EVALUATION OF PAST PERFORMANCE

Previous program years have shown significant progress in the City of Sandusky's efforts to implement HUD entitlement programs. The City is in compliance with HUD regulations and continues to deliver housing and community development services in an efficient manner.

The City of Sandusky works to improve the quality of life for City residents and to revitalize neighborhoods by providing decent and safe affordable housing and infrastructure. City staff are in charge of implementing the CDBG program.

The City offers an array of housing programs and services providing the foundation needed to aid in promoting homeownership and/or sustainable neighborhoods.

Additionally, the City may fund Public Works activities through the CDBG program, as follows:

Public Works

Funds may be used to implement programs to improve public facilities and infrastructure, ensure access for the mobility-impaired by addressing physical access barriers to public facilities, and support efforts to ensure that adequate access is provided for public transportation that serve a majority low-income population and those with special needs. This initiative is part of the City's Strategic Plan, Infrastructure and Transportation to invest in community infrastructure and continue to enhance the transportation network and systems.

The City has been successful in implementing these programs in the past and anticipates the continuation of such programs in the future. The City will use CDBG to make these programs successful and to meet the goals and objectives identified in the Consolidated Plan.

SUMMARY OF CITIZEN PARTICIPATION PROCESS AND CONSULTATION PROCESS

Comments and concerns raised during the citizen participation process were taken into consideration when developing the 2021-2022 Annual Action Plan. In addition the Consolidated Plan's goals, objectives and strategies were considered. The Action Plan process is a collaborative process that involves meetings with the public and the Consolidated Plan Advisory Committee to determine areas of need. As part of this process, the City sought to identify the priority needs and strategies to address those needs. Priority needs were identified based on available housing data, public input, stakeholder interviews and public meetings and past program performance.

In addition, the City consulted with the Consolidated Plan Advisory Committee, multiple City departments to identify priority needs and develop corresponding strategies. In relation to the PY2021 Annual Action Plan the City of Sandusky held two public hearings with the City Commission and two meetings with the Consolidated Plan Advisory Committee. Each time comments and input were collected related to the use of CDBG funds for PY2021.

The following represents the Public Participation Process:

March 9, 2021 11am	1 st CPAC Meeting – Virtual
March 9, 2021 11am	Subrecipient Applications Available
March 22, 2021 5pm	First Public Hearing – City Commission Chambers
March 29, 2021 12pm	Subrecipient Applications Due
March 31, 2021 11am	2 nd CPAC Meeting – Virtual
March 31, 2021 5pm	Draft Plan available for review and comment. 30-day public comment period begins.
**April 26, 2021 5pm	2nd Public Hearing – City Commission Chambers
April 29, 2021 5pm	30-day public comment period ends.
May 10, 2021 5:00pm	The <i>FY21 Annual Action Plan</i> will be considered by City Commission. Final action will be requested.
May 14, 2021 5:00pm	The <i>FY21 Annual Action Plan</i> must be delivered to the U.S. Department of HUD by end of day.

*Once the *FY21 Annual Action Plan* has been approved by HUD, the Sandusky City Commission shall approve each Subrecipient agreement prior to funds being expended.

** 2nd Public Hearing will be aired live on www.youtube.com/CityofSanduskyOH. Comments received by noon on 4/26/21 will be heard at the City Commission Public Hearing. Comments received between after noon until 4/29/21 will be heard at the following City Commission meeting on 5/10/21.

Public Comments can be submitted by e-mail to development@ci.sandusky.oh.us with the subject: **CDBG PUBLIC COMMENT – ANNUAL ACTION PLAN**. Alternatively, you may mail your written comments to City of Sandusky, **CDBG Public Comment – Annual Action Plan**, 240 Columbus Ave, Sandusky, Ohio 44870.

The Draft FY 20 Annual Action Plan was made available for public review on the City website at www.cityofsandusky.com/cdbg, also by appointment at the City Hall, 240 Columbus Avenue and and by appointment at the Sandusky Public Library, 114 W. Adams Street.

SUMMARY OF PUBLIC COMMENTS

Based on input and data received through an extensive citizen participation process, the following summarizes the public comments:

Comments Regarding Non-Homeless Community Development Needs

- Street reconstruction projects
- Park Improvement Projects
- Clearance and Demolition projects
- Questions on the need for administration funds
- More Youth Program funding
- More Youth Programs suggesting a bike incentive program
- Remediation of Code Compliance Violations
- Public Transportation

Comments Regarding Non-Homeless Special Needs

- ADA Improvements

SUMMARY OF COMMENTS OR VIEWS NOT ACCEPTED AND THE REASONS FOR NOT ACCEPTING THEM

None submitted.

1	Project Name	Program Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration [Indirect Need]
	Funding	CDBG: \$120,042.40
	Description	City of Sandusky CDBG Administration (2021); CDBG - \$120,042.40
	Planned Activities	Overall program administration, indirect expenses related to the planning, implementation, management, monitoring and evaluation of the CDBG program and eligible activities
2	Project Name	Fair Housing
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$10,000
	Description	Advertising, counseling, outreach, education, and informational pamphlets related to fair housing. (2021); CDBG - \$10,000
	Planned Activities	Provide financial support for information related to fair housing
3	Project Name	Public Facilities
	Target Area	Citywide
	Goals Supported	Quality of Life
	Needs Addressed	Public Improvements
	Funding	CDBG: \$331,055
	Description	Public Facilities Improvements (2021); CDBG - \$331,055
	Planned Activities	Public infrastructure improvements and ADA accessibility for (not limited to) installation, reconstruction or improvements to streets/sidewalks/curbs, public building improvements, improvements to neighborhood facilities, parks and recreational facilities
4	Project Name	Code Enforcement
	Target Area	Eligible Low- and Moderate-Income Areas
	Goals Supported	Neighborhood Stabilization
	Needs Addressed	Blight Elimination
	Funding	CDBG: \$100,000
	Description	Code Enforcement (2021); CDBG - \$100,000
	Planned Activities	Salaries and overhead costs associated with property inspections and follow-up actions (such as legal proceedings) directly related to the enforcement of state and local codes
5	Project Name	Rehabilitation – Single Family – Health, Safety, Well-Being
	Target Area	Citywide
	Goals Supported	Improve the quality and accessibility of affordable housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$67,637.80
	Description	Residential Housing Programs (2021); CDBG: \$67,637.80
	Planned Activities	Correction of minor code violations including (but not limited to) removal of dangerous trees and limbs on private property

6	Project Name	Public Services – Erie County Senior Center Meals on Wheels
	Target Area	Citywide
	Goals Supported	Special Needs Assistance
	Needs Addressed	Non-Homeless Special Needs
	Funding	CDBG: \$40,000
	Description	Erie County Senior Center, Meals on Wheels Program (2021); CDBG - \$40,000
	Planned Activities	Purchasing of food for the Meals on Wheels Program, which delivers hot meals to senior citizens residing in Sandusky
7	Project Name	Public Services – Youth Programming
	Target Area	Eligible Low and Moderate income areas
	Goals Supported	Special Needs Assistance
	Needs Addressed	Non-Homeless Special Needs
	Funding	CDBG: \$22,531.80
	Description	City of Sandusky Recreation Department Youth Programming (2021); CDBG - \$22,531.80
	Planned Activities	Implementation of the Summer Park Program and the Spring and Winter Break Camps along with other activities and incentives for children residing within the City of Sandusky. Estimated 200 persons assisted
8	Project Name	Public Service – OHgo Remote Food Locker Distribution Unit
	Target Area	Eligible Low and Moderate income areas
	Goals Supported	Special Needs Assistance
	Needs Addressed	Non-Homeless Special Needs
	Funding	CDBG: \$40,000
	Description	OHgo Remote Food Locker Distribution Unit (2021); CDBG - \$40,000
	Planned Activities	Implement the OHgo Remote Food Locker Distribution Unit to help fight food insecurity within the City of Sandusky; 1,500 persons assisted
9	Project Name	Public Service – Center for Cultural Awareness Youth Programs
	Target Area	Eligible Low and Moderate income areas
	Goals Supported	Special Needs Assistance
	Needs Addressed	Non-Homeless Special Needs
	Funding	CDBG: \$10,000
	Description	Mentoring programs for at risk youth (2021); CDBG - \$10,000
	Planned Activities	Proud to be ME! Mentoring program for at risk girls Stepping into Manhood – Mentoring program for at risk boys 200 persons assisted
10	Project Name	Planning
	Target Area	Citywide
	Goals Supported	Quality of Life
	Needs Addressed	Planning
	Funding	CDBG: \$20,000
	Description	Comprehensive and/or Strategic Planning (2021); CDBG - \$20,000
	Planned Activities	Comprehensive and/or Strategic planning in areas not limited to public transportation and or city parks – subject to the admin cap

11	Project Name	Clearance and Demolition
	Target Area	Citywide
	Goals Supported	Quality of Life
	Needs Addressed	Blight Elimination
	Funding	CDBG: \$0.00 from 2021 Allocation. All funds are prior resources
	Description	City Clearance and Demolition (Prior Resources); CDBG - \$180,227.03
	Planned Activities	Clearance and demolition of blighted residential homes; 10 residential structures
12	Project Name	Acquisition
	Target Area	Citywide
	Goals Supported	Quality of Life
	Needs Addressed	Blight Elimination
	Funding	CDBG: \$0.00 from 2021 Allocation. All funds are prior resources
	Description	Acquisition of Property (Prior Resources); CDBG - \$104,496.30
	Planned Activities	Funds will be used to acquire blighted structures for purposes of demolition or sale to Individuals with the financial capacity and experience to substantially rehabilitate and re-occupy the property.

*Any carryover in within a specific category will remain within that category for program year 2021.

**Any carryover in Program Admin or Public Service categories will be placed in the Clearance and Demolition category

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 21-066, PASSED ON MAY 10, 2021; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT AN ENTITLEMENT GRANT IN THE REVISED AMOUNT OF \$761,267.00 TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE PROGRAM YEAR OF JULY 1, 2021, THROUGH JUNE 30, 2022, AND TO SUBMIT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT A REVISED FY 2021 ONE-YEAR ACTION PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons and the program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, 42 U.S.C.-5301 et seq.; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services; and

WHEREAS, the City of Sandusky is an Entitlement Community eligible to receive Community Development Block Grant (CDBG) funds directly from the U.S. Department of Housing and Urban Development (HUD) annually and is required to submit a One-Year Action Plan; and

WHEREAS, this City Commission authorized the City Manager to accept an entitlement grant in the amount of \$750,212.00 total Community Development Block Grant Funds for the program year of July 1, 2021, through June 30, 2022, and to submit to the U.S. Department of Housing and Urban Development a FY 2021 One-Year Action Plan by Ordinance No. 21-066, passed on May 10, 2021; and

WHEREAS, on May 14, 2021, the City received notice from HUD that an **increase** in grant funds in the amount of \$11,055.00 was allocated to the City for a total grant of **\$761,267.00**; and

WHEREAS, Seven Hundred Sixty One Thousand Two Hundred Sixty Seven and 00/100 dollars (\$761,267.00) has now been allocated from HUD to fund the City's Community Development Block Grant eligible activities for the Program Year of July 1, 2021, through June 30, 2022; and

WHEREAS, the original One-Year Action Plan was prepared incorporating other comments deemed appropriate by the City, and for the Program Year of July 1, 2021, through June 30, 2022, the draft Annual Action Plan was made available for public review and for a thirty (30) day public comment period which began on March 31, 2021, and expired on April 29, 2021, and was submitted to HUD by July 1, 2021, with all additional comments being incorporated into the final submission; and

WHEREAS, the notice instructed the City to utilize the allocation within the FY 2021 annual action plan to benefit low/moderate income persons, households or area and therefore, the City has increased the budgeted Public Facilities allocation by approximately 3.45% and must submit a **revised** One-year Action Plan to HUD; 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 provide for the submission of the revised One-Year Action Plan to the United States Department of Housing and Urban Development as soon as possible as the Program Year began on July 1, 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby amends Ordinance No. 21-066, passed on May 10, 2021, and authorizes and directs the City Manager to accept a revised Entitlement Grant in the **revised** amount of Seven Hundred Sixty One Thousand Two Hundred Sixty Seven and 00/100 Dollars (\$761,267.00) for the program year of July 1, 2021, through June 30, 2022, from the U.S. Department of Housing and Urban Development.

Section 2. This City Commission authorizes and directs the City Manager to submit to the U.S. Department of Housing and Urban Development a **revised** One-Year Action Plan for \$761,267.00 and to execute any required certifications and agreements in relation to the acceptance of the grant and to administer program expenditures consistent with the **revised** One-Year Action Plan.

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 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: _____
BRENDAN L. HEIL
INTERIM CLERK OF THE CITY COMMISSION

Passed: July 26, 2021



Community Development

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Debi Eversole, Community Development Programs Administrator
Date: July 15, 2021
Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2020
Community Development Block Grant (CDBG) – SubRecipient Agreement
Second Harvest Food Bank

Item for Consideration: Legislation for the approval of a subrecipient Agreement between the City of Sandusky and Second Harvest Food Bank.

Background Information: Second Harvest Food Bank was awarded \$45,000 in late October, 2020 from the CDBG-CV FY20 Program Year to implement the **Second Harvest Food Bank Downtown Mobile Pantry and Hub**. The CDBG-CV FY20 Program runs from July 1, 2020 to June 30, 2023.

The Second Harvest Food Bank provides greater access to nutritious food and services to people in North Central Ohio. Going forward, they will be dealing with the remnant effect on families both personally and economically from the Covid-19 pandemic. The intent of the community hub is to build a space for, and in collaboration with, downtown Sandusky residents. The hub will provide an opportunity to address basic needs and, more importantly, potentially prevent the need for the services in the first place. This will be a central access point for a range of social, health and government services.

Budgetary Information: The City of Sandusky will award Second Harvest Food Bank a total of \$45,000 for the Downtown Mobile Pantry and Hub from the CDBG-CV FY20. This award shall be paid with CDBG-CV 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 Sub Recipient Agreement to allow Second Harvest Food Bank to begin their program immediately and to extend the funds prior to the deadline of June 15, 2022.

Debi Eversole, Community Development Programs Administrator

I concur with this recommendation:

Jonathan Holody, Community Development Director
Community Development Director

Eric Wobser, City Manager
City Manager

cc: Brendan Heil, Law Director, Michelle Reeder, Finance Director, McKenzie Spriggs, City Commission Clerk

CERTIFICATE OF FUNDS

In the Matter of: Second Harvest Mobile Pantry & Hub

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: 7/16/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH SECOND HARVEST FOOD BANK TO ASSIST WITH A DOWNTOWN MOBILE PANTRY AND HUB PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$45,000.00 FROM COMMUNITY DEVELOPMENT BLOCK GRANT COVID (CDBG-CV) 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 Second Harvest Food Bank a total of \$45,000.00 to implement a Downtown Mobile Pantry and Hub Program to help provide an opportunity to address basic needs to families both personally and economically effected by the Covid-19 pandemic and more importantly, potentially prevent the need for the services and will be implemented 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 Second Harvest Food Bank to implement this program immediately and to expend the funds before the deadline of June 15, 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with Second Harvest Food Bank to assist with a Downtown Mobile Pantry and Hub 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 Forty Five Thousand and 00/100 Dollars (\$45,000.00) from the Community Development Block Grant COVID (CDBG-CV) Fund to Second Harvest Food Bank.

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: _____
BRENDAN L. HEIL
INTERIM CLERK OF THE CITY COMMISSION

Passed: July 26, 2021

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2021, by and between the City of Sandusky (hereinafter referred to as "City"), 240 Columbus Ave, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Community Development, and Second Harvest Food Bank, (hereinafter referred to as "Subrecipient"), located at 5510 Baumhart Road, Lorain, Ohio 44053.

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 Second Harvest Food Bank Downtown Mobile Pantry & Hub; and

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 and CDBG-CV 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-CV 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, 2021 THROUGH AND INCLUDING June 15, 2022. All invoices for reimbursement shall be submitted by June 15, 2022 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 forty-five thousand dollars (\$45,000.00).

6. Ineligible Use of Funds

Funds are not authorized for food, beverages, entertainment and/or lobbying expenses.

7. Method of Payment

Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which original vouchers and other similar documentation to support payment expenses are submitted by the Subrecipient under those generally accepted accounting principles and procedures approved by Sandusky and outlined in OMB circulars A-110 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City each month by the fifteenth (15) day of the month. Documentation for final payment shall be due by June 15, 2022.**

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 I). 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 Subrecipients control that was acquired or improved in whole or in part with CDBG funds in excess of \$45,000.00 is either:

- a. used to meet one of the three National Objectives of the CDBG Program until five (5) years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the City; or

- b. is disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after five years.

11. Subcontracting

None of the services covered by this AGREEMENT shall be subcontracted without the prior written approval of the City.

12. Compliance with Regulations

The Subrecipient will comply with the applicable uniform administrative requirements as described in ATTACHMENT II – Certifications and Other Regulations, which are attached hereto and made a part hereof as if fully rewritten. In addition, Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems (www.Hud.gov), is a component of supplemental program compliance regulations and are made a part hereof as if fully rewritten.

13. Faith-Based Organization

Where applicable, faith-based organizations may not use CDBG or CDBG-CV 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 or CDBG-CV 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 or CDBG-CV funds will be based on a consideration of the Subrecipient's extent to which the expenditure of those funds represented a good faith effort of the to comply with the terms of this AGREEMENT and on whether any failure to comply with the terms of this AGREEMENT was the result of circumstances beyond the Subrecipient's control.

20. Audit

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

IN WITNESS WHEREOF, the City and the Subrecipient have executed this AGREEMENT as of the date first above written.

City of Sandusky

Subrecipient

Eric Wobser
City Manager

Second Harvest Food Bank

Date

Date

Brendan Heil
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$45,000.00 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: 241-4447-53000
FUNDS AVAILABLE: \$ 45,000.00

Michelle Reeder
Finance Director

Date

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 Second Harvest Food Bank provides greater access to nutritious food and services to people in North Central Ohio. Going forward, they will be dealing with the remnant effect on families both personally and economically from the Covid-19 pandemic. The intent of the community hub is to build a space for, and in collaboration with, downtown Sandusky residents. The hub will provide an opportunity to address basic needs and, more importantly, potentially prevent the need for the services in the first place. This will be a central access point for a range of social, health and government services.

The scope of services outlined above and in the Second Harvest Food Bank application have been approved.

Program Year Quarter	Projected Outcome of Individuals Served
1	900
2	900
3	900
4	900

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$45,000	\$3,417	\$48,417
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$0	\$39,600	\$39,600
Advertising/Printing	\$0	\$720	\$720
Travel	\$0	\$0	\$0
Capital Improvement Costs	\$0	\$0	\$0
Operational Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Other: Administrative	\$0	\$0	\$0
Total Project Expenditures	\$45,000	\$43,737	\$88,737

CDBG % of Total Budget: 51%

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 or CDBG-CV funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- The work to be financed with CDBG or CDBG-CV funds 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 or CDBG-CV 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

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.

Second Harvest Food Bank

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.

Second Harvest Food Bank

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.

Second Harvest Food Bank

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.

Second Harvest Food Bank

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.

Second Harvest Food Bank

Date



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: July 14, 2021

Subject: Commission Agenda Item – ED Fund Grant Agreement – Cattien LLC

Items for Consideration: Legislation approving a Grant Agreement with Cattien LLC for the purposes of furthering economic development efforts in the City.

Background Information: Cattien LLC is a real estate holding company that owns the buildings at 202 and 216 Columbus Avenue. The properties are home to Small City Tap House and CLAG Brewery.

Cattien LLC has spent over \$2.7M since 2014 to acquire and renovate the buildings to accommodate the growing restaurant and brewery without any past financial assistance from the City. The company now seeks to invest \$617,744 in exterior masonry restoration and façade improvements, for a total investment of over \$3.3M.

The proposed façade improvements include new windows, doors, awnings and signage. The improvements were approved by the Landmark Commission on March 17, 2021.

The development team has created nationally renowned craft brewery and restaurant that attracts visitors to downtown Sandusky on a year round basis. The proposed improvements will significantly enhance the historic and aesthetic character of the City.

A grant in the amount of \$300,000 was recommended for approval by the Economic Development Incentive Committee at its meeting on July 13, 2021.

Budgetary Information: The City will be responsible for providing a total of \$300,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis over a three year period with up to \$20,000 to be released in 2021 and up to \$140,000 to be released in 2022 and 2023. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with the company. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project.

I concur with this recommendation:

Eric L. Wobser, City Manager
City Manager

Jonathan Holody
Community Development Director

cc: Brendan Heil, Law Director, Michelle Reeder, Finance Director, McKenzie Spriggs, City Commission Clerk

CERTIFICATE OF FUNDS

In the Matter of: Cattien LLC Grant

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 # 431-4070-53000

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/21/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$300,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO CATTIEN, LLC (D.B.A. SMALL CITY TAP HOUSE & CLAG BREWERY), IN RELATION TO THE PROPERTY LOCATED AT 202 & 216 COLUMBUS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Cattien, LLC is a real estate holding company that owns the buildings at 202 and 216 Columbus Avenue and are home to Small City Tap House and CLAG Brewery; and

WHEREAS, Cattien LLC has spent over \$2.7M since 2014 to acquire and renovate the buildings to accommodate the growing restaurant and brewery and seeks to invest another \$617,744.00 in exterior masonry restoration and façade improvements, for a total investment of over \$3.3M; and

WHEREAS, the proposed façade improvements include new windows, doors, awnings and signage and these improvements were approved by the Landmark Commission on March 17, 2021; and

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

WHEREAS, the Economic Development Incentive Committee met on July 13, 2021, and is recommending to approve a grant to Cattien, LLC, in the amount of \$300,000.00, in accordance with the Economic Development Fund Program, to assist with improvement costs for the purpose of furthering economic development efforts in the City; and

WHEREAS, the grant funds will be provided on a reimbursable basis over a three (3) year period with up to \$20,000.00 to be dispersed in 2021 and up to \$140,000.00 in 2022 and 2023; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Cattien, LLC (d.b.a. Small City Tap House & CLAG Brewery), for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Cattien, LLC (d.b.a. Small City Tap House & CLAG Brewery), in an amount **not to exceed** Three Hundred Thousand and 00/100 Dollars (\$300,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
BRENDAN L. HEIL
INTERIM CLERK OF THE CITY COMMISSION

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2021 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Cattien, LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Company owns the properties at 202 and 216 Columbus Avenue, Sandusky, Ohio 44870 and further identified as Permanent Parcel #56-00615.000 and 56-01067.000 (the "Property"); and

WHEREAS, the Property houses the Small City Tap House and CLAG Brewery, which attract visitors and notoriety to the City of Sandusky on a year round basis; and

WHEREAS, the Company has invested \$2,766,922.00 to acquire and renovate the Property to accommodate the growing restaurant and brewery, and plans to invest an additional \$617,744.00 on exterior masonry restoration and façade improvements, for a total cost of \$3,384,666.00 (the "Project"); and

WHEREAS, the proposed façade improvements were approved the Landmarks Commission at its meeting on March 17, 2021; and

WHEREAS, the Project will stabilize a historic building and dramatically improve the aesthetic and historic character of the City; and

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

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

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

Section 1. City Grant.

The City agrees to grant up to \$300,000.00 in the form of an Economic Development Fund grant to the Company (the "City Grant") on a reimbursement basis toward the costs of the exterior masonry restoration and façade improvements, to be payable as follows:

- a) Up to Twenty Thousand Dollars (\$20,000.00) in calendar year 2021;
- b) Up to One Hundred Forty Thousand Dollars (\$140,000.00) in calendar year 2022;
- c) Up to One Hundred Forty Thousand Dollars (\$140,000.00) in calendar year 2023;

This City Grant shall be disbursed from the Economic Development Capital Projects Fund (the "Fund"). This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall provide annual progress reports to the City including documents the City reasonably requests to support the reimbursement of funds in calendar years 2021 and 2022. The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those annual reports and documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the final disbursement of the City Grant, the Project will need to be completed by December 31, 2022. This date may be extended at the discretion of the City Manager.

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

Section 2. Authority to Sign.

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

Section 3. Assignment or Transfer.

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

Section 4. Choice of Law.

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

Section 5. Binding Agreement.

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

Section 6. Miscellaneous.

- (a) Notice. Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered

personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

- (i) TO THE CITY: City Manager
c/o Community Development Director
City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, OH 44870

- (ii) TO THE COMPANY: Cattien, LLC
202 Columbus Avenue
Sandusky, OH 44870

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

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

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

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

SIGNATURES EXECUTED ON THE FOLLOWING PAGE

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

CATTIEN, LLC
An Ohio limited liability company

Phouc Hong Ngo
Title: Member

CITY OF SANDUSKY

Title: City Manager

The legal form of the within instrument
Is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Agreement has been lawfully appropriated by the City Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Michelle Reeder, Finance Director



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829

To: Eric Wobser, City Manager

From: Scott Kromer, Streets & Utilities Superintendent

Date: July 14, 2021

Subject: Commission Agenda Item – Purchase of a 2023 Altec LR860 Bucket Truck for the Forestry Division

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of a 2023 Altec LR860 Bucket Truck from Altec Industries Inc. of Birmingham, AL through the Sourcewell cooperative purchasing program (formerly known as NJPA) Contract 120716-NAF for the Forestry Division.

BACKGROUND INFORMATION: The above listed bucket truck is available for a purchase price of \$176,843.00, from Altec Industries Inc. of Birmingham, AL through the Sourcewell cooperative purchasing program, Contract 012418-ALT. The new truck will be completely outfitted with the mechanics necessary to operate the bucket when accessing high trees.

The Forestry Division currently has a 1992 Ford F800 with Versalift Areal that is no longer fit for use for the intended purpose within the division due frame problems. The Fleet Foreman is recommending that the vehicle be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale being deposited in the Issue 8 Capital Fund – Vehicles, Facilities & Equipment Fund.

BUDGETARY INFORMATION: The total cost for the 2023 Altec LR860 Bucket Truck is \$176,843.00 and will be paid for using Stormwater funds. These purchases will be included in the Capital Improvement Plan.

ACTION REQUESTED: It is recommended that proper legislation be prepared and approval be granted to purchase a 2023 Altec LR860 Bucket Truck from Altec Industries Inc. of Birmingham, AL through the Sourcewell cooperative purchasing program Contract 120716-NAF for the Forestry Division, in an amount not to exceed \$176,843.00. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter so the truck and chassis can be immediately ordered, to hold the current quoted price and move forward with the process, as lead times on vehicles are longer than usual.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein
Director

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: 2023 Altec LR860 Bucket Truck

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 # 613-5820-54090

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/21/2021

Quoted for: City of Sandusky OH

Customer Contact: tbd

Phone: / **Email:** tbd

Quoted by: Lori Woods

Phone: / **Email:** 919-528-8088 / lori.woods@altec.com

Altec Account Manager: Travis Founds

REFERENCE ALTEC MODEL	Sourcewell Price
LR856 Overcenter Articulating Aerial Device (Insulated)	\$149,462

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	LR856-US60	60' Boom Height (LR860)	\$1,962
2	LR856-EDC1	Engine Start/Stop With Secondary Stowage System	\$2,825
3	LR856-CC8	CAB/CHASSIS (33K) Required when ordering LR858/60 units	\$7,045
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	SL	COMPARTMENT LIGHTS in Body Compartments - Strip LED (\$160/Compartment)	\$320
2	D1	DRIVER CONTROLLED LOCKING DIFFERENTIAL	\$1,597
3	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$608
4	FE	POWER EQUIPMENT (Power Locks and Power Windows)	\$1,042
5	PDOT	Custom color chassis with approved OEM code for quantities greater than five	\$849
SOURCEWELL OPTIONS TOTAL:			\$165,710

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY	Custom Body Paint - Dk Blue	\$2,670
4	BODY & CHASSIS ACC	Custom Sign Holders, Qty 2	\$1,800
5	ELECTRICAL	LED Flood lights Qty 2	\$910
6	FINISHING	Heavy Duty Gatorhyde Coating	\$2,150
7	CHASSIS	2023 FTL 37K GVWR ILO 2022 FTL 26K Chassis on base quote	\$3,603
8	OTHER		
OPEN MARKET OPTIONS TOTAL:			\$11,133

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$176,843

Delivery to Customer at \$2.20 / mile:

TOTAL FOR UNIT/BODY/CHASSIS: \$176,843

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than **400-430** days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Creedmoor, NC

ORDINANCE NO. _____

AN ORDINANCE DECLARING A 1992 FORD F800 WITH VERSALIFT AERIAL TRUCK AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2023 ALTEC LR860 BUCKET TRUCK FROM ALTEC INDUSTRIES INC. OF BIRMINGHAM, ALABAMA, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE FORESTRY DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, it has been determined by the Fleet Maintenance Chief Foreman that the 1992 Ford F800 with Versalift Aerial, VIN No. 1FDXK84A5NVA13598 with 63,000 miles and 13,800 hours, is no longer fit for use for the intended purpose due to frame problems and is recommending this truck be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale to be deposited in the Issue 8 Capital Fund (Vehicles, Facilities & Equipment Fund); and

WHEREAS, it is recommended to replace this vehicle with a 2023 Altec LR860 Bucket Truck outfitted with the mechanics necessary to operate the bucket when accessing high trees; and

WHEREAS, Sourcewell's (formerly National Joint Powers Alliance [NJPA]) cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

WHEREAS, the City, as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351), desires to purchase a 2023 Altec LR860 Bucket Truck outfitted with the mechanics that has been competitively bid and made available through the membership from Altec Industries Inc. of Birmingham, Alabama; and

WHEREAS, the total cost of 2023 Altec LR860 Bucket Truck outfitted with mechanics is \$176,843.00 and will be paid with Storm Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be immediately placed and hold the current quoted price and in consideration that lead times on vehicles are longer than usual; 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 Forestry Division, 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 expend funds for the purchase of a 2023 Altec LR860 Bucket Truck outfitted with mechanics, through the Sourcewell Cooperative Purchasing Program (Contract 012418-ALT) from Altec Industries Inc. of Birmingham, Alabama, for the Forestry Division at an amount **not to exceed** One Hundred Seventy Six Thousand Eight Hundred Forty Three and 00/100 Dollars (\$176,843.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

BRENDAN L. HEIL
INTERIM CLERK OF THE CITY COMMISSION

Passed: July 26, 2021



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: July 13, 2021

Subject: Commission Agenda Item – First Amendment to the Professional Design Services Agreement for the Justice Center

ITEM FOR CONSIDERATION: First Amendment to Professional Design Services with Richard L. Bowen & Associates Inc. (Architect) for the Justice Center.

BACKGROUND INFORMATION: A Request for Qualifications (RFQ) in November of 2018 and the subsequent in-person interview process for the Justice Center Design resulted in the selection of Richard L. Bowen & Associates, Inc. of Cleveland, Ohio as the most qualified firm for this project. The design was split into two phases: Phase I consisted of a programming and needs assessment, conceptual layouts and preliminary costs, and Phase II included schematic design, final design, construction engineering services, and project close out.

Phase I has been completed and Bowen has developed the attached Scope of Services dated July 15, 2021 for Phase II, which will be an amendment to the original design service agreement dated June 12, 2019 and approved via ordinance 19-080. Based on the recent vote at the June 28, 2021 City Commission meeting, the project site has changed so the design will be to renovate the existing facilities at 222 Meigs Street for all Justice Center operations. In addition to the second phase tasks mentioned above, the amendment will include a review of the Phase I conceptual layout and cost opinion with staff from the Sandusky Police Department (SPD) and Municipal Court prior to proceeding with final design as well as all inspection services. Staff has also requested to include an allocation for Bowen to hire a subcontractor for material testing services during the construction phase, which would normally be done under a separate contract that requires coordination from the inspection firm anyway.

BUDGETARY INFORMATION: The not to exceed, lump sum cost for the First Amendment to the Agreement for Professional Design Services contract dated June 12, 2019 is \$1,434,087 to be split at 40% from the Court's Capital Account and 60% from the City's Capital Projects Fund and/or Coronavirus Relief Fund for the SPD portion. These percentages are based on the areas of the complex allocated to those departments.

ACTION REQUESTED: It is recommended that proper legislation be prepared for the Frist Amendment to the Agreement for Professional Design Services for services related to the Justice Center with Richland L. Bowen & Associates Inc. in an amount not to exceed \$1,434,087.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed immediately since there are continuous maintenance costs associated with the existing building due to its present condition.

I concur with this recommendation:

Eric Wobser
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Justice Center Design

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 # 431-7250-53000, 431-6200-53000, 240-0000-53000

By: _____



Michelle Reeder

Finance Director

Dated: 7/19/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH RICHARD L. BOWEN & ASSOCIATES, INC. OF CLEVELAND, OHIO, FOR THE JUSTICE CENTER DESIGN PROJECT PHASE I & II; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the new Justice Center facility will house the Municipal Court and Police Department and initially was planned to be located at 1706 Hayes Avenue, Sandusky, the former American Crayon site, with potential site planning for tennis courts, a recreation building, pickle ball courts, and other outdoor amenities; and

WHEREAS, this City Commission approved an agreement for Professional Design Services with Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I by Ordinance No. 18-080, passed on May 13, 2019; and

WHEREAS, the design for this project was split into two phases, the first phase consisting of a programming and needs assessment, conceptual layouts and preliminary costs which has already been completed and the second phase is consisting of the schematic design, final design, limited construction engineering services and project close out; and

WHEREAS, a presentation was made at the June 28, 2021, regularly scheduled City Commission meeting by Staff to investigate the old City Hall site at 222 Meigs Street for potential use for the Justice Center and upon motion, the City Commission voted to accept Staff's recommendation; and

WHEREAS, Richard L. Bowen & Associates, Inc. will be providing additional professional design for Phase II of the Justice Center Design Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the original cost of the professional design services was \$91,483.00 and this Amendment will increase the cost by \$1,434,087.00 for a revised total cost of \$1,495,070.00 and the additional cost will be paid with funds from the Court's Capital Account (40%) and the City's Capital Projects Fund and/or Coronavirus Relief Fund (60%) for the Sandusky Police Department's portion; 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 agreement and proceed with the Phase II design and to move the project forward as there are continuous maintenance costs associated with the existing building due to its present condition; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance**

be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a First Amendment to the Agreement for Professional Design Services with Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, in an amount **not to exceed** One Million Four Hundred Thirty Four Thousand Eighty Seven and 00/100 Dollars (\$1,434,087.00) for a total amount **not to exceed** One Million Four Hundred Ninety Five Thousand Seventy and 00/100 Dollars (\$1,495,070.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
BRENDAN L. HEIL
INTERIM CLERK OF THE CITY COMMISSION

Passed: July 26, 2021

**FIRST AMENDMENT TO THE AGREEMENT
FOR
PROFESSIONAL SERVICES**

This First Amendment to the Agreement for Professional Design/Engineering Services (this “Agreement”), made as of _____, 2021, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and Richard L. Bowen & Associates, Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:

**Justice Center Design
Phase I & II**

City Engineer:

Aaron Klein, P.E.

Address:

Department of Public Works
City of Sandusky
240 Columbus Ave
Sandusky, Ohio 44870

Architect/Engineer:

Allan Renzi, Principal

Contact:

Richland L. Bowen & Associates, Inc.

Address:

1300 Shaker Boulevard
Cleveland, Ohio 44120

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed June 12, 2019, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Services Amendment executed on _____, between the City and Richard L. Bowen & Associates, Inc. for a revised fee not to exceed **<INSERT FULL CONTRACT AMOUNT>.**

Signature Page to Follow

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

Richard L. Bowen & Associates, Inc.
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

By: _____
Eric Wobser
City Manager

APPROVAL:

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

Brendan Heil
Law Director

CERTIFICATE OF FUNDS

In the matter of: Justice Center Design

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

Dated: _____, 2021

CITY OF SANDUSKY

By: _____
Michelle Reeder
Finance Director

Account Number

Amount



PROPOSAL FOR ARCHITECTURAL AND
ENGINEERING SERVICES
Justice Center Design Contract Amendment
Sandusky, Ohio
JOB# 13129.00
CONTACT: Robyn Wolf, Project Manager

Mr. Aaron Klein
Director of Public Works
City Of Sandusky
240 Columbus Avenue
Sandusky, Oh 44870
(419) 627.5829

July 16, 2021

Dear Mr. Klein:

The firm of Richard L. Bowen + Associates Inc. (the "Architect") is pleased to submit this proposed Contract Amendment to the June 12, 2019, Justice Center Design Agreement between the City of Sandusky (the "Owner") and Richard L. Bowen + Associates Inc. for your consideration on the above-captioned project (the "Project").

SCOPE OF THE PROJECT AND BASIC SERVICES

The City of Sandusky (the "Owner") intends to initiate a construction project to include the following:

Comprehensive renovation of the existing municipal building located at 222 Meigs Street, Sandusky, Ohio, for the City of Sandusky Justice Center, based upon the feasibility study completed by Bowen in October 2020. The study documents are attached as Exhibit "A" to this amendment and include a program, site plan, fit plan, exterior envelope conditions report, conceptual renderings, and program level cost estimate.

Our Architectural and Engineering (A/E) Services will be provided in two phases: Phase I (Program Verification and Concept Estimate), and Phase II (from Schematic Design to Project Closeout). Our proposed lump sum fees for Phase I and Phase II A/E Services are the sums detailed below.

Our Owner's Representative / Extended Construction Administration (OR/CA) Services will be provided concurrent with Phase II A/E Services. Our proposed lump sum fee for Phase II OR/CA Preconstruction is the sum detailed below.

I. Project Overview and Scope

Based on recommendations included in the previously prepare feasibility study, it is our understanding that this project will be a renovation of the existing municipal building for the Police and Municipal Court, including exterior building design and improvements, interior renovation, building systems modification and upgrade, and site improvements. The construction will be phased to accommodate the continued operation of the Police and Municipal Court which currently occupy approximately two-thirds of the existing building.

II. Project Site

The site is located at 222 Meigs Street and currently houses the Police and Municipal Court functions in a portion of the building. The remainder of the building formerly housed the City Administrative offices which were relocated to a separate facility. The site, including parking lots, sidewalks, and the storm water collection system will be revised to accommodate the specific needs of the Police and Municipal Court.

III. Building Description

The existing Sandusky Municipal Building was constructed in the mid-1950s with a re-roofing project in the 1970s and a small infill addition in the 1990s. Some general improvements have been made over the decades; however, much of the building envelope is original. A preliminary assessment of the exterior envelope was completed by Bowen July 8, 2020, to verify its condition; however, a more detailed assessment is necessary to determine specific repairs. Due to the age of the facility, renovations to the building will include thermal upgrades to the building envelope (walls, roof, windows, doors).

Upon completion of renovation, the building will serve as the headquarters for the Police Department and Municipal Courts. The new program is estimated to be approximately 17,800 SF for the Municipal Court and approximately 25,900 SF for the Police Station. If the total project cost is increased to incorporate additional scope requested by the Owner or User Groups, the Architect reserves the right to request a fee adjustment.

This Proposal is to provide Architectural, Civil, Structural, Mechanical, Plumbing and Electrical Engineering, Landscape Architecture, Furniture/FF&E design, and Owner's Representative/Enhanced Construction Administration services as described below.

IV. Scope of Services – Phase I Architectural & Engineering Services

The following summary outlines the major activities and deliverables included in the Phase I Architectural and Engineering Services. The duration indicated is based on project commencement in August 2021. If unexpected delays occur through no fault of the Architect, the Architect reserves the right to request a fee adjustment.

1. Program Verification (PV) and Estimate Update

A. Activities completed during this phase will include the following:

- i. Facilitate a project kick-off meeting with Owner and User-groups.
- ii. Facilitate a maximum of (2) meetings with User-groups and other stakeholders to review program of requirements.
- iii. Revise Programs of Requirements to include Owner and User-groups' comments as needed.
- iv. Prepare an updated cost estimate based on the updated Program of Requirements and current market conditions.

B. Deliverables provided during this phase will include:

- i. Program of Requirements in PDF format.
- ii. Conceptual Estimate in PDF format.

C. Owner's written acceptance of the Programs of Requirements prior to the start of the next phase.

D. Anticipated duration: 1 month.

2. Fee Schedule – Phase I Architectural & Engineering Services

Program Verification	\$5,730
Estimating	\$3,770
Subtotal	\$9,500 lump sum
Topography/boundary survey, if needed	By Owner
Geotech Investigation and Report, if needed	By Owner
Environmental and/or Hazardous Materials Survey and Report, if needed	By Owner
Reimbursable Allowance for Phase I	\$1,000
(Not to exceed. Including, but not limited to, travel, printing costs, and other expenses as approved by owner)	

V. Scope of Services – Phase II Architectural & Engineering Services

The following summary outlines the major activities and deliverables included in the Phase II Architectural and Engineering Services. The duration indicated is based on project commencement in September 2021. If unexpected delays occur through no fault of the Architect, the Architect reserves the right to request a fee adjustment.

1. Schematic Design (SD)

A. Activities completed during this phase will include the following:

- i. Attend (1) progress meetings with the Owner and User-groups to review overall design, budget, & schedule.
- ii. Facilitate a maximum of (2) meetings with user-groups to review design items specific to their area.
- iii. Conduct a site visit to verify and assess existing conditions.
- iv. Update exterior envelope improvement recommendations.
- v. Prepare base Revit model of existing building.
- vi. Develop schematic level floor plans and site plan.
- vii. Develop schematic level exterior elevations/design.
- viii. Select HVAC, plumbing, electrical, and technology systems.
- ix. Complete service and load calculation and verify utility service requirements.
- x. Complete initial project code analysis and review with City building department.
- xi. Perform zoning analysis.
- xii. Coordinate with Owner's consultants (survey, geotechnical, environmental) as required.
- xiii. Develop preliminary construction phasing plans, including demolition plans.
- xiv. Prepare up to (3) exterior and interior renderings.
- xv. Prepare an SD level cost estimate.
- xvi. Host (1) sustainable design meeting and score the base scope design against the LEED scoring system.

B. Deliverables provided during this phase will include:

- i. Schematic Design level drawings in PDF format and (1) full-size printed set.
- ii. Schematic Design level narratives for major building systems in PDF format and (1) bound hard copy.
- iii. LEED Scorecard based on the base scope design.

C. Owner to provide:

- i. Site survey drawing, geotechnical report, and environmental/hazmat survey report for use by Architect.
- ii. Review and written acceptance of the Schematic Design documents prior to the start of the next phase.

D. Anticipated duration: 1.5 months.

2. Design Development (DD)

A. Activities completed during this phase will include the following:

- i. Attend a maximum of (2) progress meetings with the Owner and User Groups to review overall design, budget, and schedule.
- ii. Facilitate a maximum of (3) meetings with user-groups to review design items specific to their area.
- iii. Finalize floor plans, site plan, and elevations.
- iv. Refine space requirements for major building systems and equipment.
- v. Develop typical exterior envelope wall sections and select materials.
- vi. Develop interior materials and finishes palette.
- vii. Update code review as required.
- viii. Update construction phasing plans and demolition plans as required.
- ix. Prepare up to (3) exterior and interior renderings.
- x. Public presentation of DD submittal at (1) City Council meeting and (1) public meeting.

- xi. Submission and presentation of project for Zoning and Planning Commission approval.
- xii. Evaluate acoustical characteristics of proposed courtroom designs and mitigate deficiencies as needed.
- xiii. Prepare an DD level cost estimate.

B. Deliverables provided during this phase will include:

- i. Design Development level drawings in PDF format and (1) full-size printed set.
- ii. Project Manual including product data sheets for major materials and equipment in PDF format and (1) bound hard copy.

C. Owner review and written acceptance of the Design Development documents prior to the start of the next phase.

D. Anticipated duration: 2.5 months.

3. Construction Documents (CD)

A. Activities completed during this phase will include the following:

- i. Attend a maximum of (3) progress meetings with the Owner and User Groups to review overall design, budget, and schedule.
- ii. Refine and finalize design.
- iii. Develop way-finding signage package.
- iv. Prepare construction documents and specifications.
- v. Coordinate with Owner's departments and outside vendors as required (e.g. AV equipment vendor).
- vi. Finalize code review including completion of required energy analysis.
- vii. Finalize construction phasing and demolition plans for inclusion in the bid documents.
- viii. Submit 100% CDs to Building Department and other authorities having jurisdiction for plan review and permitting.
- ix. Prepare responses to plan review comments.
- x. Public presentation of final submittal at (1) City Council meeting, if needed.
- xi. Prepare a CD/Bid level cost estimate.

B. Deliverables provided during this phase will include:

- i. 90% bid documents in PDF format for Owner final review.
- ii. 100% bid documents provided in PDF format and (1) full-size printed set.
- iii. The Owner will provide their front end documents.

C. Owner review and written acceptance of the Bid Documents.

D. Anticipated duration: 4 months.

4. Bid Administration and Contracting (BA)

A. Activities completed during this phase will include the following:

- i. Facilitate pre-bid meeting.
- ii. Prepare responses to Contractor's bid RFI's.
- iii. Prepare and issue addenda.
- iv. Review bids and attend scope review meeting.
- v. Recommend contractors to Owner for award.

B. Deliverables provided during this phase will include:

- i. Bidder recommendation letter to Owner in PDF format.

C. Anticipated duration: 3 months.

5. Construction Administration (CA)

A. Activities completed during this phase will include the following:

- i. Attend pre-construction meeting with Owner and Contractor.
- ii. Attend bi-weekly Owner-Architect-Contractor (OAC) meetings.

- iii. Bi-weekly site observation walk-throughs at OAC meetings.
- iv. Respond to Contractor's RFIs.
- v. Review shop drawings and submittals prepared by Contractor.
- vi. Prepare bulletins (change directives) as required.
- vii. Review change orders.
- viii. Review Contractor's applications for payment.
- ix. Complete punchlist walk-thru at the end of each construction phase.

B. Deliverables provided during this phase will include:

- i. Site observation reports as needed.
- ii. (1) Punchlist report in PDF format.

C. Anticipated duration: 21 months.

6. Project Closeout

A. Activities completed during this phase will include the following:

- i. Review Operations & Maintenance Manual submittals prepared by the Contractor.
- ii. Prepare Certificate of Substantial Completion.
- iii. Prepare record drawings from Contractor's as-built drawings.

B. Deliverables provided during this phase will include:

- i. Record drawings in PDF format.

C. Anticipated duration: 2 months.

7. Fee Schedule – Phase II Architectural & Engineering Services

Subtotal	\$866,515 lump sum
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In the event that the actual Construction Budget exceeds \$14,000,000, the Fee indicated above shall be adjusted in the proportion that the original Fee bears to the original Construction Budget. Any necessary adjustment in the A/E compensation shall be negotiated to the mutual reasonable satisfaction of the Owner and Architect.

Reimbursable Allowance for Phase II A/E	\$10,000
(Not to exceed. Including, but not limited to, travel, printing costs, and other expenses as approved by owner)	

VI. Scope of Services – Phase II Owner's Representative / Extended Construction Administration Services

The following summary outlines the major activities and deliverables included in the Phase II Owner's Representative / Extended Construction Administration (OR/CA) Services. The duration indicated is based on project commencement in September 2021. If unexpected delays occur through no fault of the Owner's Representative, the Owner's Representative reserves the right to request a fee adjustment.

1. Pre-Construction:

- A. Meeting Attendance – Attend design meetings between the Architect and the City, as needed.
- B. Value Engineering – Research the construction details, material options, etc. to allow a proper balance of design aesthetics, durability of the structure and compliance to the budget.
- C. Constructability Reviews – Provide drawing reviews at each phase to ensure the constructability of the plans.
- D. Scheduling – Prepare an achievable construction schedule that will be included in the Bid Documents. This schedule will be the basis for the construction and will allow the bidders to tailor their proposals to be in compliance with the schedule requirements.
- E. Permitting – Assist the Architect in obtaining jurisdictional approvals, if needed.

- F. Bidding – Manage the bid process and prepare specific bid packages (up to 7) for all aspects of the Project to ensure the best value for the City.
- G. Bid Awards – Prior to the awarding of contracts to the various trades, the bids will be verified to ensure thoroughness and compliance with the Contract Documents. Scope review meetings will be held with potential low bidders as needed.
- H. Anticipated duration: 11 months.

2. Phased Construction:

- A. Provide a Project Manager to oversee the on-site staff, chair the weekly on-site Contractor meetings, attend any City/Architect meetings, review and approve all Construction Phase project records, prepare and present monthly status reports, which will include an updated project schedule and cost control reporting.
- B. Provide a full time Site Superintendent and Project Administrator to act as the Field Staff throughout the course of all construction activities.
- C. The Field Staff will be responsible for the following:
 - i. Field Observation, daily reports, and photographs
 - ii. Processing of all submittals, RFI's, bulletins, field directives, COR and payment applications.
 - iii. Obtain approvals and distribute project documents to all required parties.
 - iv. Cost Control reporting.
 - v. Attendance at all weekly jobsite meetings and other City/Architect meetings as required.
 - vi. Prepare, update, and distribute all meeting minutes and other project-related information.
 - vii. Monitor the schedule and implement corrective measures as needed.
 - viii. Monitor all construction to ensure compliance to the Contract Documents.
 - ix. Manage all required field testing, surveying, and inspections.
 - x. Conduct prevailing wage interviews and other compliance measures as needed.
- D. Anticipated duration: 21 months.

3. Project Closeout

- A. Activities completed during this phase will include the following:
 - i. Ensure that all work is compliant to the Contract Documents,
 - ii. Ensure all product data has been received,
 - iii. Verify that all training has been completed.
 - iv. Verify that the City has received final waivers and liens prior to final payment.
- B. Anticipated duration: 2 months.

4. Project Management Software

During Construction and Project Closeout, the OR/CA will utilize its electronic Project Management Information System (Newforma) to maintain, organize, produce and update the status for all project documents and records. The Architect, The City and Contractor, along with any other project service providers will each be given their own username and password to receive, view, respond, edit and download any project documents as needed, depending on their specific role in the Project. At the conclusion of the Project, an electronic file will be created that contains all Project related information.

5. Fee Schedule – Phase II Owner's Representative / Extended Construction Administration Services

<u>Subtotal</u>	<u>\$502,072 lump sum</u>
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In the event that the actual Construction Budget exceeds \$14,000,000, the Fee indicated above shall be adjusted in the proportion that the original Fee bears to the original Construction Budget. Any necessary adjustment in the OR/CA compensation shall be negotiated to the mutual reasonable satisfaction of the Owner and Architect.

Reimbursable Allowance for Phase II OR/CA \$10,000
 (Not to exceed. Including, but not limited to, travel, printing costs, and other expenses as approved by owner)

VII. Additional Services

The following items are **not included** in the Project Scope at this time but could be provided for an additional fee:

1. Surveys, soil borings or geotechnical reports.
2. Physical models.
3. Signage and graphics.
4. Life cycle cost and analysis.
5. Design, engineering, and documentation pertaining to LEED certification.
6. Multiple bidding packages.
7. Attendance of post construction or operations review meetings.

VIII. Project Schedule Summary

PHASES	A/E SERVICES	OWNER'S REP / CA SERVICES	DURATION
Phase I	Program Verification / Estimate Update	-	1 month
Phase II	Schematic Design	Pre-Construction	1.5 months
	Design Development		2.5 months
	Construction Documents		4 months
	Bid Administration and Contracting		3 months
	Construction Administration	Phased Construction	21 months
	Project Closeout	Project Closeout	2 months

* Phase durations do not include the Owner review process.

IX. Fee Schedule Summary

Phase I A/E Services	Program Verification	\$5,730.00	lump sum
	Estimating	\$3,770.00	lump sum
	Reimbursable	\$1,000.00	not to exceed
Phase II A/E Services	Schematic Design	\$866,515.00	lump sum
	Design Development		
	Construction Documents		
	Bid Administration and Contracting		
	Construction Administration		
	Project Closeout		
	Reimbursable	\$10,000.00	not to exceed
Phase II OR/CA Services	Pre-Construction	\$502,072.00	lump sum
	Phased Construction		
	Project Closeout		
	Reimbursable	\$10,000.00	not to exceed
Third Party Testing & Inspection Allowance		\$35,000.00	

*Fees indicated are applicable to a project with a maximum actual Construction Budget of \$14,000,000.

Very truly yours,

RICHARD L. BOWEN + ASSOCIATES INC.

Allan L. Renzi, AIA
President

cc: Accounting
Contract File
Robyn Wolf

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