



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
SEPTEMBER 27, 2021 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	D. Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	M. Meinzer, W. Poole, D. Murray, D. Brady, N. Twine, D. Waddington & B. Harris
APPROVAL OF MINUTES	September 13, 2021
AUDIENCE PARTICIPATION	
PUBLIC HEARING	2020 CDBG Annual Report
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Jane Cullen, Assistant City Engineer

CHANGE ORDER #1 AND FINAL FOR CAMP STREET RESURFACING & RECONSTRUCTION PROJECT (DEDUCT)

Budgetary Information: Change Order No. 1, a deduction in the amount of \$41,498.36 will revise the contract amount to \$331,038.99. The final costs for the project are to be paid with Ohio Public Works Commission (OPWC) funds in the amount of \$192,002.61 with \$175,000 from an OPWC grant and \$17,002.61 from an OPWC loan. The city's project costs are \$139,036.38 and will be paid with \$86,188 from CDBG funds and \$52,848.38 from Issue 8 (street) funds.

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

ITEM B – Submitted by Jonathan Holody, Director of Community Development

ACCEPTANCE OF FOUR PARCELS THROUGH LAND REUTILIZATION PROGRAM

Budgetary Information: The cost of these acquisitions will be minimal. Any normal expenses to acquire these parcels will be paid out of the land bank expense account and will be recouped upon sale of the properties. The city will not collect the approximately \$25,408.58 owed to the city in special assessments, nor will the taxing districts collect the approximately \$16,337.38 owed in delinquent taxes, penalties and interest. However, all or part of these delinquencies may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately \$4,171.18.

RESOLUTION NO. _____: It is requested a resolution be passed approving and accepting certain real property for acquisition into the land reutilization program; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM C – Submitted by Nicole Grohe, Community Development Programs Administrator

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

Budgetary Information: The City of Sandusky will award the Erie County Senior Center a total of \$40,000 for the Erie County Senior Center Meals on Wheels program for CDBG program year FY 2021. This award shall be paid with CDBG grant monies and there will be no impact on the general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a subrecipient agreement with the Erie County Senior Center to assist with their Meals on Wheels program and to expend an amount not to exceed \$40,000 from the FY 2021 Community Development Block Grant funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM D – Submitted by Nicole Grohe, Community Development Programs Administrator

SUBRECIPIENT AGREEMENT WITH OHGO FOR REMOTE FOOD LOCKER PROGRAM

Budgetary Information: The City of Sandusky will award OHgo a total of \$40,000 for the OHgo Remote Food Locker program for CDBG program year FY 2021. This award shall be paid with CDBG grant monies and there will be no impact on the general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a subrecipient agreement with OHgo to assist with their Remote Food Locker program and to expend an amount not to exceed \$40,000 from the FY 2021 Community Development Block Grant funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM E – Submitted by Michelle Reeder, Finance Director

AMENDMENT NO. 3 TO GENERAL APPROPRIATIONS ORDINANCE

Budgetary Information: Appropriation amendments are required to update the 2021 budget. Examples include, but are not limited to: general fund, coronavirus relief funds, sewer funds and capital projects.

ORDINANCE NO. _____: It is requested an ordinance be passed adopting amendment No. 3 to Ordinance 21-003 passed by this City Commission on January 11, 2021, making general appropriations for the fiscal year 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM F – Submitted by Kelly Kresser, Interim Commission Clerk

LIQUOR PERMIT TRANSFER FOR SPEEDWAY – CAMPBELL STREET

Budgetary Information: There is no budgetary impact.

The city is in receipt of a **Notice to Legislative Authority from the Ohio Division of Liquor Control for a (stock) transfer of C1, C2 and D6 liquor permits for Speedway, LLC dba Speedway 7330.** It is requested the commission authorize the Interim Commission Clerk to notify the Ohio Division of Liquor Control the city does not request a hearing for this permit transfer.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Stuart Hamilton, IT Manager

PURCHASE AND INSTALLATION OF SECURITY CONTROLS AND VIDEO SURVEILLANCE FOR MYLANDER PAVILION AT THE JACKSON STREET PIER

Budgetary Information: The total cost of this project will be \$31,654 and will be paid from the IT operating budget in the amount of \$15,827, by the water fund in the amount of \$7,913.50 and the sewer fund in the amount of \$7,913.50.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase and installation of security controls and video surveillance for the Mylander Pavilion at the Jackson Street Pier from Johnson Control, Inc. of Cleveland, Ohio, through the Sourcewell Cooperative Purchasing program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 – Submitted by Josh Snyder, Assistant City Engineer

AMENDMENT NO. 2 WITH MANNIK & SMITH GROUP, INC. FOR THE MEIGS STREET RECONSTRUCTION & MULTI-USE PATH PROJECT

Budgetary Information: The previous approved costs for professional design services, including amendment No. 1 of \$252,695 will increase to a not to exceed cost of \$267,920. The city's share of \$15,225 will be paid for out of sewer funds in an amount of \$15,225.

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

ITEM #3 – Submitted by Jane Cullen, Assistant City Engineer

PERMISSION TO BID THE COLUMBUS AVAENUE LIFT STATION IMPROVEMENT PROJECT

Budgetary Information: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs is \$334,000 to be paid with sewer funds.

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

ITEM #4 – Submitted by Nicole Grohe, Community Development Programs Administrator

PERMISSION TO BID CDBG FY 21 DEMOLITION PROJECT #2

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. After receipt and review of bids, staff will present a recommendation to the commission to enter into a contract with the firm that provided the lowest and best bid for the demolition. The costs for demolition and asbestos abatement will be paid with FY 2021 Community Development Block Grant funds. All costs related to the demolition and asbestos abatement of the properties will be charged to the owners and assessed to the property.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed CDBG FY 2021 demolition project #2; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.ci.sandusky.oh.us – Click “Play” 



DEPARTMENT OF PUBLIC WORKS

Division of Engineering

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: September 13, 2021

Subject: Commission Agenda Item – Camp Street Resurfacing and Reconstruction Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1 and Final, for the Camp Street Resurfacing and Reconstruction Project.

BACKGROUND INFORMATION: The project was awarded to Erie Blacktop, Inc. of Sandusky, Ohio at the April 26, 2021 city commission meeting per Ordinance No. 21-059 in the amount of \$372,537.35.

The Camp Street project is located between Monroe Street and Washington Street and involved milling and resurfacing the entire street width with a new three inch overlay of asphalt. The contractor completed a full depth pavement replacement in the center section of pavement that had settled and was comprised of brick, macadam and deteriorated concrete material. There were also several sections of sidewalk and some curb ramp replacement. We were also able to complete several concrete drive approaches. Change Order No. 1 and Final, a deduct in the amount of \$41,498.36, represents final quantities installed in the field by the contractor. See attached summary sheet showing each line item of completed work for all final quantities. Below is a summary of the additional work items and bid items summary. The extra work items primarily involved the concrete drive approach and curb replacements.

EXTRA WORK ITEMS AND DEDUCT OF FINAL BID ITEMS

ITEM 1	609	130.2	LF	TYPE 6 CURB	\$17.85	\$2,324.07
ITEM 2	608	11.4	LF	CONCRETE STEPS REMOVE AND REPLACE	\$78.75	\$897.75
ITEM 3	609	791.9	LF	INTEGRAL CURB WITH DRIVEWAY APRONS (INCLUDES COST OF MS)	\$14.13	\$11,189.55
ITEM 4	MISC	10	EACH	ADJUST WATER METERS(8) and GAS METERS(2) TO GRADE	\$168.00	\$1,680.00
ITEM 5	MISC	1	LS	LANDFILL-RAILROAD TIES DISPOSAL	\$1,751.70	\$1,751.70
ITEM 6	202	1539.34	SF	6" DRIVE APPROACH REMOVAL	\$1.15	\$1,770.24
ITEM 7	608	1274.46	SF	6" CONCRETE DRIVE APPROACHES	\$5.55	\$7,073.25
ITEM 8	202	922.1	LF	CURB REMOVAL-TYPE 6 & TYPE 2-AREA AT DRIVE APPROACHES & OTHER	\$7.35	\$6,777.44
ITEM 9	MISC	4091.62	SF	MS CONCRETE FOR DRIVES/WALK (6" SIDEWALK AND DRIVE APRON)	\$0.42	\$1,718.48
				SUM OF FINAL COST FOR BID ITEMS 1-42		-\$76,680.84
					TOTAL =	-\$41,498.36

BUDGETARY INFORMATION: Change Order No. 1, a deduction in the amount of \$41,498.36 will revise the contract amount to \$331,038.99. The final costs for the project are to be paid with Ohio Public Works Funds (OPWC) in the amount of \$192,002.61 with \$175,000 from a OPWC grant and \$17,002.61 from an OPWC loan. The City's projects costs are \$139,036.38 and will paid with \$86,188.00 from CDBG Funds and \$52,848.38 from Issue 8 (Street) Funds.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 for final quantities for the Camp Street Resurfacing and Reconstruction 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: K. Kresser, Interim 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: 2961
ORDINANCE NO. 21-059

Contractor: ERIE BLACKTOP, INC
P.O. BOX 2808 4507 Tiffin Avenue Sandusky, OH 44870
STREET OR LOCATION OF WORK: CAMP STREET RESURFACING AND RECONSTRUCTION PROJECT
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
BASE BID											
1	254	6800.00	6800.00	0	SY	PAVEMENT PLANING 3" (BRICK AREA IS NOT INCLUDED)	\$2.60	\$17,680.00	\$17,680.00		
2	251	460.00	0.00	-460	SY	PARTIAL DEPTH REPAIR	\$33.00	\$15,180.00	\$0.00		-\$15,180.00
3	202	1090.67	1058.67	-32	SY	BRICK & PAVEMENT REMOVAL (1636"x6"x13inches) INCLUDES SAW CUT	\$12.60	\$13,742.44	\$13,339.24		-\$403.20
4	301	302.96	319.25	16.29	CY	ASPHALT BASE COURSE (10 inches)-pavement repair for brick removal area	\$135.00	\$40,899.60	\$43,098.75	\$2,199.15	
5	304	182.00	0.00	-182	CY	COMPACTED AGGREGATE BASE (6 inches)-to be used as directed by the engineer	\$42.00	\$7,644.00	\$0.00		-\$7,644.00
6	408	87.25	0.00	-87.25	GAL	PRIME COAT (.08 GAL/SY)	\$6.00	\$523.50	\$0.00		-\$523.50
7	407	315.64	330.18	14.54	GAL	NON-TRACKING TACK COAT (0.04 GAL/SY) FOR INTERMEDIATE SURFACE	\$1.95	\$615.50	\$643.85	\$28.35	
8	407	591.83	627.36	35.53	GAL	NON-TRACKING TACK COAT (0.075 GAL/SY) FOR MILLED/BASE SURFACE	\$1.95	\$1,154.07	\$1,223.35	\$69.28	
9	441	383.59	405.79	22.2	CY	ASPHALT CONCRETE PG64-22 INTERMEDIATE TYPE 2 (448) 1 3/4"	\$128.00	\$49,099.52	\$51,941.12	\$2,841.60	
10	441	273.99	283.50	9.51	CY	ASPHALT CONCRETE PG64-22 SURFACE COURSE TYPE 1 (448) 1 1/4"	\$148.00	\$40,550.52	\$41,958.00	\$1,407.48	
11	611	6.00	3.00	-3	EACH	CATCH BASIN ADJUSTED TO GRADE-NEW FRAME & CASTING	\$1,050.00	\$6,300.00	\$3,150.00		-\$3,150.00
12	611	6.00	6.00	0	EACH	CATCH BASIN ADJUSTED TO GRADE-INCLUDES NEW CASTING/FRAME	NOT BID				
13	611	12.00	11.00	-1	EACH	CASTING ADJUSTED TO GRADE-SEWER MH-INCLUDES NEW CASTING/FRAME	\$1,000.00	\$12,000.00	\$11,000.00		-\$1,000.00
14	638	1.00	1.00	0	EACH	WATER VALVE ADJUSTED TO GRADE-INCLUDES NEW 3 PIECE VALVE BOX	\$875.00	\$875.00	\$875.00		
15	638	5.00	5.00	0	EACH	CASTING ADJUSTED TO GRADE-WATER MH-INCLUDES NEW CASTING/FRAME	\$1,000.00	\$5,000.00	\$5,000.00		
16	SPECIAL	1.00	0.00	-1	EACH	MONUMENT BOX ADJUSTED TO GRADE	\$600.00	\$600.00	\$0.00		-\$600.00
CURB RAMP AREAS-bid items 17-21											
17	202	96.00	96.00	0	LF	CURB REMOVAL	\$7.00	\$672.00	\$672.00		
18	202	328.00	328.00	0	SF	SIDEWALK REMOVAL	\$1.25	\$410.00	\$410.00		
19	609	96.00	40.90	-55.1	LF	CONCRETE CURB AND GUTTER TYPE 2	\$26.00	\$2,496.00	\$1,063.40		-\$1,432.60
20	608	328.00	328.00	0	SF	CONCRETE 4" SIDEWALK RAMP	\$5.60	\$1,836.80	\$1,836.80		
21	SPECIAL	5.00	5.00	0	EACH	TRUNCATED DOMES-RED	\$299.00	\$1,495.00	\$1,495.00		
22	202	1770.50	1770.50	0	SF	4" SIDEWALK REMOVAL	\$1.30	\$2,301.65	\$2,301.65		
23	202	435.00	435.00	0	SF	6" SIDEWALK REMOVAL	\$1.30	\$565.50	\$565.50		
24	608	1770.50	1770.50	0	SF	4" CONCRETE SIDEWALK	\$5.60	\$9,914.80	\$9,914.80		
25	608	435.00	435.00	0	SF	6" CONCRETE SIDEWALK	\$6.60	\$2,871.00	\$2,871.00		
26	614	1.00	1.00	0	LUMP	MAINTENANCE OF TRAFFIC	\$5,000.00	\$5,000.00	\$5,000.00		
27	624	1.00	1.00	0	LUMP	MOBILIZATION	\$2,500.00	\$2,500.00	\$2,500.00		
28	642	951.00	727.00	-224	LF	CROSSWALK-12" WIDTH	\$2.45	\$2,329.95	\$1,781.15		-\$548.80
29	642	172.00	90.00	-82	LF	WHITE CHANNEL LINE-4" WIDE	\$0.35	\$60.20	\$31.50		-\$28.70
30	642	1493.00	1758.00	265	LF	DOUBLE YELLOW CENTERLINE	\$0.60	\$895.80	\$1,054.80	\$159.00	
31	642	96.00	133.00	37	LF	STOP BAR-24" WIDTH	\$3.65	\$350.40	\$485.45	\$135.05	
32	632	3.00	3.00	0	EACH	LOOP DETECTOR REPLACEMENT	\$1,325.00	\$3,975.00	\$3,975.00		
33	832	300.00	0.00	-300	EACH	EROSION CONTROL	\$1.00	\$300.00	\$0.00		-\$300.00
34	202	1540.00	1540.00	0	SF	MISC-4" SIDEWALK REMOVAL-TO BE USED AS DIRECTED BY THE ENGINEER	\$1.30	\$2,002.00	\$2,002.00		
35	202	1540.00	1540.00	0	SF	MISC-6" SIDEWALK REMOVAL-TO BE USED AS DIRECTED BY THE ENGINEER	\$1.30	\$2,002.00	\$2,002.00		
36	608	1540.00	1540.00	0	SF	MISC-4" CONCRETE SIDEWALK-TO BE USED AS DIRECTED BY THE ENGINEER	\$5.60	\$8,624.00	\$8,624.00		
37	608	1540.00	1540.00	0	SF	MISC-6" CONCRETE SIDEWALK-TO BE USED AS DIRECTED BY THE ENGINEER	\$6.60	\$10,164.00	\$10,164.00		
38	SPECIAL	1.00	0.00	-1	LS	CONTINGENCY-10%-TO BE USED AS DIRECTED BY THE ENGINEER	\$37,860.00	\$37,860.00	\$0.00		-\$37,860.00
ALTERNATE BID-1 ADDITIONAL 4" SIDEWALK-AWARDED											
39	202	9809.50	7226.90	-2582.6	SF	4" SIDEWALK REMOVAL INCLUDES SERVICE WALKS	\$1.15	\$11,280.93	\$8,310.94		-\$2,969.99
40	608	9809.50	7226.90	-2582.6	SF	4" CONCRETE SIDEWALK INCLUDES SERVICE WALKS	\$4.60	\$45,123.70	\$33,243.74		-\$11,879.96
ALTERNATE BID-2 ADDITIONAL 6" SIDEWALK-AWARDED											
41	202	842.16	842.16	0	SF	6" SIDEWALK REMOVAL	\$1.15	\$968.48	\$968.48		
42	608	842.16	842.16	0	SF	6" CONCRETE SIDEWALK	\$5.55	\$4,673.99	\$4,673.99		
EXTRA WORK/CHANGE ORDER 1											
ITEM 1	609		130.2	130.2	LF	TYPE 6 CURB	\$17.85		\$2,324.07	\$2,324.07	
ITEM 2	608		11.4	11.4	LF	CONCRETE STEPS REMOVE AND REPLACE	\$78.75		\$897.75	\$897.75	
ITEM 3	609		791.9	791.9	LF	INTEGRAL CURB WITH DRIVEWAY APRONS (INCLUDES COST OF MS)	\$14.13		\$11,189.55	\$11,189.55	
ITEM 4	MISC		10	10	EACH	ADJUST WATER METERS(8) and GAS METERS(2) TO GRADE	\$168.00		\$1,680.00	\$1,680.00	
ITEM 5	MISC		1	1	LS	LANDFILL-RAILROAD TIES DISPOSAL	\$1,751.70		\$1,751.70	\$1,751.70	
ITEM 6	202		1539.34	1539.34	SF	6" DRIVE APPROACH REMOVAL	\$1.15		\$1,770.24	\$1,770.24	
ITEM 7	608		1274.46	1274.46	SF	6" CONCRETE DRIVE APPROACHES	\$5.55		\$7,073.25	\$7,073.25	
ITEM 8	202		922.1	922.1	LF	CURB REMOVAL-TYPE 6 & TYPE 2-AREA AT DRIVE APPROACHES & OTHER	\$7.35		\$6,777.44	\$6,777.44	
ITEM 9	MISC		4091.62	4091.62	SF	MS CONCRETE FOR DRIVES/WALK (6" SIDEWALK-item 25,35,37,42 AND DRIVE APRONS change order item 7)	\$0.42		\$1,718.48	\$1,718.48	
TOTALS=								\$372,537.35	\$331,038.99	\$42,022.39	-\$83,520.75

Explanation: Change order reflects work performed in the field.

ORIGINAL CONTRACT AMOUNT= \$372,537.35
CHANGE IN CONTRACT= -\$41,498.36
REVISED CONTRACT AMOUNT= \$331,038.99

Accepted: 
Contractor Christopher A. Shaeffer, President
Erie Blacktop, Inc.

Date: August 20, 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 ERIE BLACKTOP, INC., OF SANDUSKY, OHIO, FOR THE CAMP STREET RECONSTRUCTION AND RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the submission of an application and to enter into a Project Agreement with the Ohio Public Works Commission (OPWC) to participate in the Ohio Public Works Commission’s State Capital Improvement and/or Local Transportation Improvement Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Camp Street Resurfacing and Reconstruction Project by Resolution No. 031-19R, passed on August 12, 2019; and

WHEREAS, the Camp Street Resurfacing and Reconstruction Project involved the resurfacing and reconstruction of Camp Street between Monroe Street and Washington Street including the milling and resurfacing of pavement with three (3) inches of asphalt along with the replacement of small sections of sidewalks, drive approaches, and curbing where necessary and replacement of curb ramps to meet ADA specifications; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Camp Street Reconstruction and Resurfacing Project by Resolution No. 003-21R, passed on February 8, 2021; and

WHEREAS, this City Commission approved the awarding of the contract to Erie Blacktop, Inc., of Sandusky, Ohio, for work to be performed for the Camp Street Reconstruction and Resurfacing Project by Ordinance No. 21-059, passed on April 26, 2021; and

WHEREAS, this First & Final Change Order provides for additional work items, primarily involving the concrete drive approach and curb replacement, and reflects the actual work performed in the field by the contractor and the actual quantities used and is summarized as follows:

1.	TYPE 6 CURB	ADD	\$2,324.07
2.	CONCRETE STEPS REMOVE AND REPLACE	ADD	\$897.75
3.	INTEGRAL CURB WITH DRIVEWAY APRONS (INCLUDES COST OF MS)	ADD	\$11,189.55
4.	ADJUST WATER METERS(8) and GAS METERS(2) TO GRADE	ADD	\$1,680.00
5.	LANDFILL-RAILROAD TIES DISPOSAL	ADD	\$1,751.70
6.	6" DRIVE APPROACH REMOVAL	ADD	\$1,770.24
7.	6" CONCRETE DRIVE APPROACHES	ADD	\$7,073.25
8.	CURB REMOVAL-TYPE 6 & TYPE 2-AREA AT DRIVE APPROACHES & OTHER	ADD	\$6,777.44
9.	MS CONCRETE FOR DRIVES/WALK (6" SIDEWALK AND DRIVE APRON)	ADD	\$1,718.48
	SUM OF FINAL COST FOR BID ITEMS 1-42	DEDUCT	(\$76,680.84)

TOTAL (\$41,498.36)

WHEREAS, the original contract with Erie Blacktop, Inc., of Sandusky, Ohio, was \$372,537.35, and with the **deduction** of this First & Final Change Order in the amount of \$41,498.36, the final contract cost is \$331,038.99 of which \$17,002.61 will be paid with a 0% OPWC loan, \$175,000.00 with OPWC grant funds, \$86,188.00 with Community Development Block Grant (CDBG) Funds, and \$52,848.38 with Issue 8 Street 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 final payment to the contractor for work already performed 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 Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Camp Street Reconstruction and Resurfacing Project and to **deduct** from the contract amount the sum of Forty One Thousand Four Hundred Ninety Eight and 36/100 Dollars (\$41,498.36) resulting in the final contract cost of Three Hundred Thirty One Thousand Thirty Eight and 99/100 Dollars (\$331,038.99) with Erie Blacktop, Inc., of Sandusky, Ohio.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 27, 2021



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

TO: Eric Wobser, City Manager

FROM: Jonathan Holody, Director of Community Development

DATE: September 20, 2021

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: Legislation requesting approval to accept four (4) parcels of nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization. The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back into the community. Also because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars per year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it. All of the parcels requested for acquisition are tax delinquent and have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and were approved by the Land Bank Committee on September 20, 2021.

- The parcels located at **1723 Sadler Street, Erie County Parcel #s 57-01754.000 and 57-01753.000** are vacant land with combined lot size of approximately 108' x 132' are in foreclosure status. The parcels are zoned CS "Commercial Service". A residential structure was demolished by the City in 2020 leaving future assessments on these parcels. Should the City acquire these parcels, they will then be evaluated for future use.
- The parcels located in the **200 block of Lane Street, Erie County Parcel #s 57-00964.000 and 57-00965.000** are vacant lots, each having equal dimensions of 34' x 132' and are both in foreclosure status. The parcels are zoned R2F "Two Family Residential". Both parcels are delinquent with the Erie County Treasurer's office and if they do not receive a qualified bidder at Sheriff's Sale, the City would acquire the parcels, which will then be evaluated for future use.

Acquisition of these four (4) parcels is necessary to protect, improve and preserve the stability of the City.

BUDGET IMPACT: The cost of these acquisitions will be minimal. Any normal expenses to acquire these parcels will be paid out of the Land Bank expense account and will be recouped upon sale of the properties. The City will not collect the approximately twenty five thousand, four hundred eight dollars and fifty eight cents (\$25,408.58) owed to the City in special assessments, nor will the taxing districts collect the approximately sixteen thousand, three hundred thirty seven dollars and thirty eight cents (\$16,337.38) owed in delinquent taxes, penalties and interest. However, all or part of these delinquencies may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately four thousand one hundred seventy one dollars and eighteen cents (\$4,171.18).

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire six (6) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

Jonathan Holody
Director of Community Development

I concur with this recommendation:

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
Kelly Kresser, Interim City Commission Clerk

Eric L. Wobser
City Manager

RESOLUTION NO. _____

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

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

WHEREAS, it is requested that the City accept four (4) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

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

WHEREAS, the four (4) parcels requested for acquisition are tax delinquent and/or have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and was approved by the Land Bank Committee on September 20, 2021; and

WHEREAS, upon City Commission approval and if acquired, the two (2) vacant lots located at 1723 Sadler Street will be evaluated for future use; and

WHEREAS, upon City Commission approval and if acquired, the two (2) vacant lots located in the 200 block of Lane Street will be evaluated for future use; and

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

WHEREAS, the cost of these acquisitions will be minimal and will be recouped by the City upon sale of the properties; and

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

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

it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program four (4) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 27, 2021

Exhibit A - City Commission - 9/27/2021

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
57-01754.000 & 57-01753.000	1723 Sadler St	Earlie Green	3,527.52	9,100.00	717.17	13,344.69	1,153.34
Proposed Use: These are parcels of vacant land with a lot size of approximately 108'x132' and are in tax foreclosure. The residential structure was demolished by the City in 2020. If acquired, the parcel will be evaluated for future use.							
57-00964.000 & 57-00965.000	Lane St	Lonnie & Robert Harris	538.48	2,158.57	138.52	2,835.57	265.50
Proposed Use: These are 2 parcels of vacant land, each with a lot size of 34 'x 132' and are currently in tax foreclosure. The structure was demolished 20+ years ago. If acquired, the parcel will be evaluated for future use.							
			4,066.00	11,258.57	855.69	16,180.26	1,418.84

EXHIBIT "A"



PLANNING DEPARTMENT

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

To: Eric Wobser, City Manager

From: Nicole Grohe, Community Development Administrator

Date: September 15th, 2021

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2021 Community Development Block Grant (CDBG) –Erie County Senior Center Meals on Wheels Subrecipient Agreement (Erie County Senior Center Meals on Wheels Program)

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

Background Information: The Erie County Senior Center was awarded \$40,000 for the CDBG FY21 Program Year to implement the Erie County Senior Center Meals on Wheels Program. The FY21 Program Year runs from July 1, 2021 to June 30, 2022.

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

Budgetary Information: The City of Sandusky will award the Erie County Senior Center a total of \$40,000 for the Erie County Senior Center Meals on Wheels Program for CDBG Program Year FY2021. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

Action Requested: It is requested that proper legislation be prepared to allow for the execution of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement to be reimbursed for expenditures made for their program during the time of performance period which began on July 1, 2021, and ends on June 15, 2022.

Nicole Grohe
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
Kelly Kresser, Interim Clerk of City Commission

CERTIFICATE OF FUNDS

In the Matter of: Erie County Meals on Wheels Program-CDBG

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: 9/22/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ERIE COUNTY SENIOR CENTER TO ASSIST WITH THEIR MEALS ON WHEELS PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$40,000.00 FROM THE FY2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, in accordance with the Agreement, the City of Sandusky will award the Erie County Senior Center a total of \$40,000.00 for the Meals on Wheels Program which provides weekday lunch meals that abide by appropriate nutritional and program guidelines to eligible elderly community members in the City of Sandusky under the rules and regulations of the Community Development Block Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement and allow the Erie County Service Center to be reimbursed for expenditures made for their program during the time of performance period which began on July 1, 2021, and ends on June 15, 2022; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with Erie County Senior Center to assist with the Meals on Wheels Program which provides weekday lunch meals to eligible elderly community members in Sandusky, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose thereof as set forth in the preamble hereto and authorizes the

City Manager and/or Finance Director to expend funds in an amount **not to exceed** Forty Thousand and 00/100 Dollars (\$40,000.00) from the FY2021 Community Development Block Grant (CDBG) Funds to the Erie County Senior Center.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 27, 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 Avenue, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Community Development, and Erie County Senior Center, (hereinafter referred to as "Subrecipient"), located at 620 East Water Street, Sandusky, Ohio 44870.

WITNESSETH THAT:

WHEREAS, pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to implement the Erie County Senior Center, Meals on Wheels Program;

WHEREAS, it is necessary that the City and the Subrecipient enter into an AGREEMENT for the implementation of said activity;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Responsibility for Grant Administration

The City, acting through the Department of Community Development, is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of Subrecipients or Contractors does not relieve the City of its responsibility. The City is also responsible for determining the adequacy of performance under Subrecipient Agreements and procurement contracts and for taking appropriate action when performance problems arise.

2. Other Program Requirements

This AGREEMENT shall require the Subrecipient to carry out each activity in compliance with all Federal laws and regulations as further described in ATTACHMENT II – Certifications and Other Regulations, which is attached hereto and made a part thereof, as if fully rewritten, except that:

- a. The Subrecipient does not assume the City's environmental responsibilities; and
- b. The Subrecipient does not assume the City's responsibility for initiating the governmental review process under Executive Order 12372.

3. Scope of Services

The Subrecipient hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing the aforementioned activity as described in ATTACHMENT I Statement of Work, which is attached hereto and made a part thereof as if fully rewritten.

The Section 3 Act of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that the Subrecipient certifies that the community development project provided for herein gives to the greatest extent feasible, priority to activities that benefit low-or moderate-income families or aids in the prevention or elimination of slums or blight.

4. Time of Performance

This AGREEMENT shall take effect as of July 1, 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-thousand dollars and no cents (\$40,000.00).

6. Ineligible Use of Funds

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

7. Method of Payment

Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which original vouchers and other similar documentation to support payment expenses are submitted by the Subrecipient under those generally accepted accounting principles and procedures approved by Sandusky and outlined in OMB circulars A-110 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City quarterly. Documentation for final payment shall be due by June 15, 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. For each period, the report will describe the status of the project with respect to each implementation task including, at a minimum, summary overview of the project status, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date and required CDBG supporting documentation (See Attachment 1). The report must also describe any significant problems encountered and/or any necessary modification of the project scope or implementation schedule.

(b) **The City will not honor claims for payment until the required Project Progress Report has been submitted to and approved by the City.**

9. Program Income

All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in OMB Circular A-110. Program income shall be retained by the Subrecipient during the project period and reported to the City with each draw request. The amount of the program income reported shall be deducted by the City for the calculations of the reimbursement. Any program income remaining in the possession of the Subrecipient, at the end of the program year, shall be returned to the City.

10. Reversion of Assets

Upon expiration of the AGREEMENT, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any account receivable attributable to the use of CDBG funds. It shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$40,000.00 is either:

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

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

11. Subcontracting

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

12. Compliance with Regulations

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

13. Faith-Based Organization

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

14. Proof of Status

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

15. Liaison

The Development Manager for the City of Sandusky, is the City's liaison with the Subrecipient regarding all administrative and technical matters concerning this Contract.

16. Indemnification

- (a) The Subrecipient waives any and all claims and recourse against the City including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Subrecipient's performance under this Contract.
- (b) Further, the Subrecipient will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses, or liability arising out of the Subrecipient's performance of this Contract. In the event that the City is named as a codefendant in any action relating to activities to be performed by the Subrecipient under this Contract, the Subrecipient will notify the City of the action and will represent the City in the action unless the City undertakes to represent itself as a codefendant, in which case the City will bear its own litigation costs, expenses, and attorneys' fees.

17. Maintenance and Availability of Records

In connection with the AGREEMENT, the Subrecipient shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials and any evidence pertaining to costs incurred for five (5) years. Subrecipients may follow their own practices as long as they provide for retention for five (5) years and access for audit and public examination. If any litigation, claim or audit is started, the records shall be retained beyond five (5) years.

Such records shall be furnished and available for inspection by the Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any authorized representative, and the City. Such records shall be available at the Subrecipient's office at all reasonable times during the contract period. If a claim, investigation or litigation is pending after what is assumed to be the final payment that, in effect, cancels the final

payment date. The retention period will not begin until final settlement of the claim, investigation or litigation, as referenced in OMB Circular A-110.

18. Contract Amendment

- (a) Changes in the contract may be requested by either the City or the Subrecipient and shall be incorporated in written amendments to the AGREEMENT.
- (b) However, the City will allow an amendment by the Subrecipient only if the Subrecipient clearly demonstrates that the modification is justified and will enhance the overall impact of the original project. The City will consider each request to determine whether the modification is substantial enough to necessitate reevaluating the AGREEMENT.
- (c) If the City determines that the proposed amendment represents a budgetary item of 30% or more and/or a change within the programmatic/service scope of the plan, the City will enact a public comment period of thirty (30) days and a public hearing convened at a location convenient and accessible to citizens for final approval.
- (d) If the City determines that the proposed amendment represents a budgetary item change of less than 30% which does not change the programmatic / service scope of the plan, the Community Development Manager will have the authority to approve or deny the proposed amendment to the AGREEMENT.

19. Termination and Suspension

The City may terminate this AGREEMENT as follows:

- a. Termination Due to Noncompliance with Agreement Terms. If the City determines that the Subrecipient has failed to comply with the general terms and conditions of this AGREEMENT, the project schedule, or any special conditions, and if upon notification of the defect the Subrecipient does not remedy the deficiency within a reasonable period to be specified in the notice, the City may terminate this Agreement in whole or in part at any time before the date of completion, or temporarily withholding cash payments pending correction of the deficiency; disallow all or part of the cost of the activity and/or action not in compliance; withhold further awards; and/or take other remedies that may be legally available.
- b. The City will promptly notify the Subrecipient in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination; or
- c. Violates any provision of the Housing and Community Development Act of 1974 & 1977, as amended; or
- d. Violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of HUD has issued or shall subsequently issue during the period of the AGREEMENT; or
- e. Termination and Modification Due to Loss of Funding. If, for any reason, the federal financial resources required by the City to fund the Subrecipient's project are withdrawn from the City, the City may unilaterally terminate or modify the terms of this Contract to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available CDBG funds, compensate the Subrecipient for eligible work elements the Subrecipient has completed and for actual, necessary and eligible expenses incurred by the Subrecipient as of the revised termination date. The City will give the Subrecipient written notice of the effective date of the modification or termination of this AGREEMENT and, if a reduction in funding is required, will provide the Subrecipient with a modified project budget.

- f. **Effect of Termination.** In the event of termination due to the Subrecipient's failure to comply with the terms of this AGREEMENT, any costs incurred will be the responsibility of the Subrecipient. However, at its discretion, the City may approve requests by the Subrecipient for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended CDBG funds will be based on a consideration of the Subrecipient's extent to which the expenditure of those funds represented a good faith effort of the to comply with the terms of this AGREEMENT and on whether any failure to comply with the terms of this AGREEMENT was the result of circumstances beyond the Subrecipient's control.

20. Audit

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

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

City of Sandusky

Subrecipient

Eric Wobser
City Manager

Erie County Senior Center

Date

Date

Brendan Heil
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$40,000.00 being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

ACCOUNT NUMBER: _____
FUNDS AVAILABLE: \$ _____

Michelle Reeder
Finance Director

Date

**ATTACHMENT I
STATEMENT OF WORK**

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

EXHIBIT "A"

**ATTACHMENT I
STATEMENT OF WORK**

SCOPE OF SERVICES

The Scope of Services provides the foundation for grantee monitoring of the Subrecipient performance in accomplishing planned objectives.

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

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

Program Year Quarter	Projected Outcome of Individuals Served
1	56
2	56
3	56
4	57

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$40,000.00	\$130,000.00	\$170,000.00
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Other: Administrative	\$0	\$0	\$0
Total Project Expenditures	\$40,000	\$130,000	\$170,000

EXHIBIT "A"

CDBG % of Total Budget: 24%

ATTACHMENT I STATEMENT OF WORK

CDBG SUPPORTING DOCUMENTATION FORMS

CDBG supporting documentation must also be submitted with the Progress Project Reports and the Closeout Project Report in order for the Subrecipient to be reimbursed for authorized expenditures. The supporting documentation forms include, but are not limited to the following:

To Be Submitted:

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

ATTACHMENT I CLOSEOUT PROCEDURES

Closeout Procedures commence once the following have occurred:

- All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- The work to be financed with CDBG has been completed, including activities financed through escrow accounts, loan guarantees, or similar mechanisms.
- The other responsibilities of the Subrecipient under its agreement with the grantee have been met, or the grantee feels that there is no further benefit in keeping the Agreement open for the purpose of securing performance.

When the City has determined that these criteria have been met, or upon the expiration or termination of the Subrecipient Agreement, the City requires the Subrecipient to provide within 45 days the final versions of all financial, performance, and other reports that were a condition of the award. The City requires the Subrecipient to liquidate all obligations incurred under the CDBG award before the submission of the final financial status report. These reports may include but are not limited to:

- A final performance or progress report.
- A financial status report (including all program income, if applicable).
- A final inventory of property in the Subrecipient's possession that was acquired or improved with CDBG funds, if applicable.
- The amount of any unused CDBG funds.
- Other provisions appropriate to any special circumstances.

Continuing Subrecipient Responsibilities

As specified in 24 CFR 84.72 and 85.51, the closeout of a CDBG award to a Subrecipient does not affect:

- The grantee's right to disallow costs and/or recover funds on the basis of a later audit or other review.
- The Subrecipient's obligation to return funds due to the grantee from subsequent refunds, corrections, or other transactions.
- The Subrecipient's responsibilities for records retention.
- The CDBG property management and disposition requirements.
- Audit requirements.

EXHIBIT "A"

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

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

EXHIBIT "A"

ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION
CONFLICT OF INTEREST

Please read the following Conflict of Interest Statements excerpted from the Code of Federal Regulations at 24 CFR 570.611 and indicate your acceptance on the proceeding signature page.

(a) Applicability.

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §§ 570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirement of paragraph (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) (1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

I have read the attached Conflict of Interest Statements excerpted from the Code of Federal Regulations at 24 CFR 570.611, and I agree to abide by the principles embodied therein.

Erie County Senior Center

Date

EXHIBIT "A"

**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.

EXHIBIT "A"

Erie County Senior Center _____ Date _____

ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION
DRUG-FREE WORKPLACE

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

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

Erie County Senior Center

Date

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements:

The undersigned certifies to the best of his knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a members of congress, an officer or employee of congress or an employee of a member of congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Erie County Senior Center

Date

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

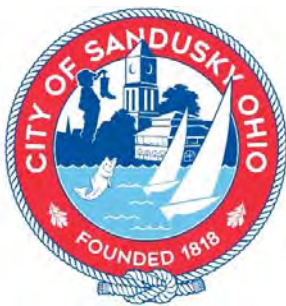
As the duly authorized representative of the applicant, I certify that the applicant:

- (1) Has the legal authority to apply for Federal Assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application
- (2) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organization conflict of interest, or personal gain.
- (4) Will initiate and complete the work within the time frame after receipt of approval of the awarding agency.
- (5) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 48-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 CFR 900 subpart F).
- (6) Will comply with all Federal Statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964(PL 88-352) which prohibits discrimination on the basis of race, color or national origin: (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex: c Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps: (d) the Age Discrimination Act of 1975), as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age: (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relative to nondiscrimination on the basis of drug abuse: (f) the Comprehensive Alcohol Abuse and Alcoholism Preventing, Treatment and Rehabilitation Act of 1972 (P.L. 091-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism: (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records: (h) Title VII of the Civil Rights Act of 1968 (52 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing: (i) any other nondiscrimination provisions in the specific statutes under which applications for Federal assistance is being made: (j) the requirements of any other nondiscrimination statutes which may apply to the application.
- (7) Will comply, or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for a fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired to projected purposes regardless of Federal participation in purchases.
- (8) Will comply, as applicable with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 374), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Regarding labor standards for federally assisted construction sub-agreements.
- (10) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition if \$10,000 or more
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy 11424: (b) notification of violating facilities pursuant to EO 11738: c protection of wetlands pursuant to EO 11990: (d) evaluation of flood hazards in flood plains in accordance with EO 11988: (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (15 U.S.C. 1451 et seq.): (f) conformity of Federal actions to State (Clear Air0 implementation Plans under Section 176c of the Clear Air Act of 1955, as amended (41 U.S.C. 7401 et seq.): (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523): and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (12) Will comply with the Wild and Scenic Rivers Act of 1964 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the nation wild and scenic rivers system.
- (13) Will assist the awarding agency is assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) EQ 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- (14) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (15) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended and 7 U.S.C. 2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- (16) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- (17) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133. Audits of Institutions of Higher Learning and other Non-profit institutions.
- (18) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Erie County Senior Center

Date



PLANNING DEPARTMENT

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

To: Eric Wobser, City Manager

From: Nicole Grohe, Community Development Administrator

Date: September 15th, 2021

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2021 Community Development Block Grant (CDBG) – OHgo Subrecipient Agreement (OHgo Remote Food Locker Program)

Item for Consideration: Legislation for the approval of a Subrecipient Agreement between the City of Sandusky and OHgo for the OHgo Remote Food Locker Program.

Background Information: OHgo was awarded \$40,000 for the CDBG FY21 Program Year to implement the OHgo Remote Food Locker Program. The FY21 Program Year runs from July 1, 2021 to June 30, 2022.

The OHgo Remote Food Locker Program helps fight food insecurity in Sandusky and strengthens development of at-risk students and parenting skills as well as supports families who have difficulty accessing mainstream services by bringing community services with the food pantry.

Budgetary Information: The City of Sandusky will award OHgo a total of \$40,000 for the OHgo Remote Food Locker Program for CDBG Program Year FY2021. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

Action Requested: It is requested that proper legislation be prepared to allow for the execution of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement to allow OHgo to be reimbursed for expenditures made for their program during the time of performance period which began on July 1, 2021, and ends on June 15, 2022.

Nicole Grohe, 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, Kelly Kresser, Interim Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH OHGO TO ASSIST WITH THEIR REMOTE FOOD LOCKER PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$40,000.00 FROM THE FY2021 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, in accordance with the Agreement, the City of Sandusky will award the OHgo a total of \$40,000.00 for their Remote Food Locker Program to help fight food insecurity and to strengthen development of at risk students and parenting skills as well as support families who have difficulty accessing mainstream services by bringing community services with the food pantry under the rules and regulations of the Community Development Block Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement and allow OHgo to be reimbursed for expenditures made for their program during the time of performance period which began on July 1, 2021, and ends on June 15, 2022; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with OHgo to assist with their Remote Food Locker 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 Thousand and 00/100 Dollars (\$40,000.00) from the FY2021 Community Development Block Grant (CDBG) Funds to OHgo.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 27, 2021

CERTIFICATE OF FUNDS

In the Matter of: OHgo Food Locker

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

Account # 241-4447-53000

By: 

Michelle Reeder

Finance Director

Dated: 9/22/2021

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 Avenue, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Community Development, and OHgo, (hereinafter referred to as "Subrecipient"), located at 2304 Perkins Avenue, Sandusky, Ohio 44870.

WITNESSETH THAT:

WHEREAS, pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to implement the OHgo, Remote Food Locker Program;

WHEREAS, it is necessary that the City and the Subrecipient enter into an AGREEMENT for the implementation of said activity;

NOW, THEREFORE, the parties do hereby agree as follows;

1. Responsibility for Grant Administration

The City, acting through the Department of Community Development, is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of Subrecipients or Contractors does not relieve the City of its responsibility. The City is also responsible for determining the adequacy of performance under Subrecipient Agreements and procurement contracts and for taking appropriate action when performance problems arise.

2. Other Program Requirements

This AGREEMENT shall require the Subrecipient to carry out each activity in compliance with all Federal laws and regulations as further described in ATTACHMENT II – Certifications and Other Regulations, which is attached hereto and made a part thereof, as if fully rewritten, except that:

- a. The Subrecipient does not assume the City's environmental responsibilities; and
- b. The Subrecipient does not assume the City's responsibility for initiating the governmental review process under Executive Order 12372.

3. Scope of Services

The Subrecipient hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing the aforementioned activity as described in ATTACHMENT I Statement of Work, which is attached hereto and made a part thereof as if fully rewritten.

The Section 3 Act of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that the Subrecipient certifies that the community development project provided for herein gives to the greatest extent feasible, priority to activities that benefit low-or moderate-income families or aids in the prevention or elimination of slums or blight.

4. Time of Performance

This AGREEMENT shall take effect as of July 1, 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-thousand dollars and no cents (\$40,000.00).

6. Ineligible Use of Funds

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

7. Method of Payment

Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which original vouchers and other similar documentation to support payment expenses are submitted by the Subrecipient under those generally accepted accounting principles and procedures approved by Sandusky and outlined in OMB circulars A-110 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City quarterly. Documentation for final payment shall be due by June 15, 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. For each period, the report will describe the status of the project with respect to each implementation task including, at a minimum, summary overview of the project status, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date and required CDBG supporting documentation (See Attachment 1). The report must also describe any significant problems encountered and/or any necessary modification of the project scope or implementation schedule.

(b) **The City will not honor claims for payment until the required Project Progress Report has been submitted to and approved by the City.**

9. Program Income

All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in OMB Circular A-110. Program income shall be retained by the Subrecipient during the project period and reported to the City with each draw request. The amount of the program income reported shall be deducted by the City for the calculations of the reimbursement. Any program income remaining in the possession of the Subrecipient, at the end of the program year, shall be returned to the City.

10. Reversion of Assets

Upon expiration of the AGREEMENT, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any account receivable attributable to the use of CDBG funds. It shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$40,000.00 is either:

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

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

11. Subcontracting

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

12. Compliance with Regulations

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

13. Faith-Based Organization

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

14. Proof of Status

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

15. Liaison

The Development Manager for the City of Sandusky, is the City's liaison with the Subrecipient regarding all administrative and technical matters concerning this Contract.

16. Indemnification

- (a) The Subrecipient waives any and all claims and recourse against the City including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Subrecipient's performance under this Contract.
- (b) Further, the Subrecipient will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses, or liability arising out of the Subrecipient's performance of this Contract. In the event that the City is named as a codefendant in any action relating to activities to be performed by the Subrecipient under this Contract, the Subrecipient will notify the City of the action and will represent the City in the action unless the City undertakes to represent itself as a codefendant, in which case the City will bear its own litigation costs, expenses, and attorneys' fees.

17. Maintenance and Availability of Records

In connection with the AGREEMENT, the Subrecipient shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials and any evidence pertaining to costs incurred for five (5) years. Subrecipients may follow their own practices as long as they provide for retention for five (5) years and access for audit and public examination. If any litigation, claim or audit is started, the records shall be retained beyond five (5) years.

Such records shall be furnished and available for inspection by the Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any authorized representative, and the City. Such records shall be available at the Subrecipient's office at all reasonable times during the contract period. If a claim, investigation or litigation is pending after what is assumed to be the final payment that, in effect, cancels the final

payment date. The retention period will not begin until final settlement of the claim, investigation or litigation, as referenced in OMB Circular A-110.

18. Contract Amendment

- (a) Changes in the contract may be requested by either the City or the Subrecipient and shall be incorporated in written amendments to the AGREEMENT.
- (b) However, the City will allow an amendment by the Subrecipient only if the Subrecipient clearly demonstrates that the modification is justified and will enhance the overall impact of the original project. The City will consider each request to determine whether the modification is substantial enough to necessitate reevaluating the AGREEMENT.
- (c) If the City determines that the proposed amendment represents a budgetary item of 30% or more and/or a change within the programmatic/service scope of the plan, the City will enact a public comment period of thirty (30) days and a public hearing convened at a location convenient and accessible to citizens for final approval.
- (d) If the City determines that the proposed amendment represents a budgetary item change of less than 30% which does not change the programmatic / service scope of the plan, the Community Development Manager will have the authority to approve or deny the proposed amendment to the AGREEMENT.

19. Termination and Suspension

The City may terminate this AGREEMENT as follows:

- a. Termination Due to Noncompliance with Agreement Terms. If the City determines that the Subrecipient has failed to comply with the general terms and conditions of this AGREEMENT, the project schedule, or any special conditions, and if upon notification of the defect the Subrecipient does not remedy the deficiency within a reasonable period to be specified in the notice, the City may terminate this Agreement in whole or in part at any time before the date of completion, or temporarily withholding cash payments pending correction of the deficiency; disallow all or part of the cost of the activity and/or action not in compliance; withhold further awards; and/or take other remedies that may be legally available.
- b. The City will promptly notify the Subrecipient in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination; or
- c. Violates any provision of the Housing and Community Development Act of 1974 & 1977, as amended; or
- d. Violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of HUD has issued or shall subsequently issue during the period of the AGREEMENT; or
- e. Termination and Modification Due to Loss of Funding. If, for any reason, the federal financial resources required by the City to fund the Subrecipient's project are withdrawn from the City, the City may unilaterally terminate or modify the terms of this Contract to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available CDBG funds, compensate the Subrecipient for eligible work elements the Subrecipient has completed and for actual, necessary and eligible expenses incurred by the Subrecipient as of the revised termination date. The City will give the Subrecipient written notice of the effective date of the modification or termination of this AGREEMENT and, if a reduction in funding is required, will provide the Subrecipient with a modified project budget.

- f. **Effect of Termination.** In the event of termination due to the Subrecipient's failure to comply with the terms of this AGREEMENT, any costs incurred will be the responsibility of the Subrecipient. However, at its discretion, the City may approve requests by the Subrecipient for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended CDBG funds will be based on a consideration of the Subrecipient's extent to which the expenditure of those funds represented a good faith effort of the to comply with the terms of this AGREEMENT and on whether any failure to comply with the terms of this AGREEMENT was the result of circumstances beyond the Subrecipient's control.

20. Audit

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

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

City of Sandusky

Subrecipient

Eric Wobser
City Manager

OHgo

Date

Date

Brendan Heil
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$40,000.00 being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

ACCOUNT NUMBER: _____
FUNDS AVAILABLE: \$ _____

Michelle Reeder
Finance Director

Date

**ATTACHMENT I
STATEMENT OF WORK**

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

EXHIBIT "A"

ATTACHMENT I STATEMENT OF WORK

SCOPE OF SERVICES

The Scope of Services provides the foundation for grantee monitoring of the Subrecipient performance in accomplishing planned objectives.

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

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

Program Year Quarter	Projected Outcome of Individuals Served
1	750
2	750
3	750
4	750

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$31,200	\$72,800	\$104,000
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$8,800	\$391,400	\$400,200
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Other: Administrative	\$0	\$0	\$0
Total Project Expenditures	\$40,000	\$464,200	\$504,200

EXHIBIT "A"

CDBG % of Total Budget: 14%

ATTACHMENT I STATEMENT OF WORK

CDBG SUPPORTING DOCUMENTATION FORMS

CDBG supporting documentation must also be submitted with the Progress Project Reports and the Closeout Project Report in order for the Subrecipient to be reimbursed for authorized expenditures. The supporting documentation forms include, but are not limited to the following:

To Be Submitted:

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

ATTACHMENT I CLOSEOUT PROCEDURES

Closeout Procedures commence once the following have occurred:

- All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- The work to be financed with CDBG has been completed, including activities financed through escrow accounts, loan guarantees, or similar mechanisms.
- The other responsibilities of the Subrecipient under its agreement with the grantee have been met, or the grantee feels that there is no further benefit in keeping the Agreement open for the purpose of securing performance.

When the City has determined that these criteria have been met, or upon the expiration or termination of the Subrecipient Agreement, the City requires the Subrecipient to provide within 45 days the final versions of all financial, performance, and other reports that were a condition of the award. The City requires the Subrecipient to liquidate all obligations incurred under the CDBG award before the submission of the final financial status report. These reports may include but are not limited to:

- A final performance or progress report.
- A financial status report (including all program income, if applicable).
- A final inventory of property in the Subrecipient's possession that was acquired or improved with CDBG funds, if applicable.
- The amount of any unused CDBG funds.
- Other provisions appropriate to any special circumstances.

Continuing Subrecipient Responsibilities

As specified in 24 CFR 84.72 and 85.51, the closeout of a CDBG award to a Subrecipient does not affect:

- The grantee's right to disallow costs and/or recover funds on the basis of a later audit or other review.
- The Subrecipient's obligation to return funds due to the grantee from subsequent refunds, corrections, or other transactions.
- The Subrecipient's responsibilities for records retention.
- The CDBG property management and disposition requirements.
- Audit requirements.

EXHIBIT "A"

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

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

EXHIBIT "A"

ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION
CONFLICT OF INTEREST

Please read the following Conflict of Interest Statements excerpted from the Code of Federal Regulations at 24 CFR 570.611 and indicate your acceptance on the proceeding signature page.

- (a) Applicability.
- (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
- (2) In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §§ 570.203, 570.204, 570.455, or 570.703(i)).
- (b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
- (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.
- (d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirement of paragraph (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.
- (1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:
- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- (2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) (1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:
- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

I have read the attached Conflict of Interest Statements excerpted from the Code of Federal Regulations at 24 CFR 570.611, and I agree to abide by the principles embodied therein.

OHgo

Date

EXHIBIT "A"

**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.

EXHIBIT "A"

OHgo _____ Date _____

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
DRUG-FREE WORKPLACE**

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

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

OHgo

Date

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements:

The undersigned certifies to the best of his knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a members of congress, an officer or employee of congress or an employee of a member of congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

OHgo

Date

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

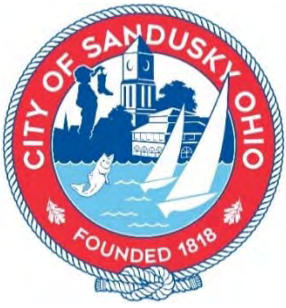
As the duly authorized representative of the applicant, I certify that the applicant:

- (1) Has the legal authority to apply for Federal Assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application
- (2) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organization conflict of interest, or personal gain.
- (4) Will initiate and complete the work within the time frame after receipt of approval of the awarding agency.
- (5) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 48-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 CFR 900 subpart F).
- (6) Will comply with all Federal Statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964(PL 88-352) which prohibits discrimination on the basis of race, color or national origin: (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex: c Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps: (d) the Age Discrimination Act of 1975), as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age: (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relative to nondiscrimination on the basis of drug abuse: (f) the Comprehensive Alcohol Abuse and Alcoholism Preventing, Treatment and Rehabilitation Act of 1972 (P.L. 091-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism: (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records: (h) Title VII of the Civil Rights Act of 1968 (52 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing: (i) any other nondiscrimination provisions in the specific statutes under which applications for Federal assistance is being made: (j) the requirements of any other nondiscrimination statutes which may apply to the application.
- (7) Will comply, or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for a fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired to projected purposes regardless of Federal participation in purchases.
- (8) Will comply, as applicable with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 374), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Regarding labor standards for federally assisted construction sub-agreements.
- (10) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition if \$10,000 or more
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy 11424: (b) notification of violating facilities pursuant to EO 11738: c protection of wetlands pursuant to EO 11990: (d) evaluation of flood hazards in flood plains in accordance with EO 11988: (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (15 U.S.C. 1451 et seq.): (f) conformity of Federal actions to State (Clear Air0 implementation Plans under Section 176c of the Clear Air Act of 1955, as amended (41 U.S.C. 7401 et seq.): (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523): and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (12) Will comply with the Wild and Scenic Rivers Act of 1964 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the nation wild and scenic rivers system.
- (13) Will assist the awarding agency is assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) EQ 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- (14) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (15) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended and 7 U.S.C. 2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- (16) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- (17) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133. Audits of Institutions of Higher Learning and other Non-profit institutions.
- (18) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

OHgo

Date



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5776
www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: September 19, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #3 to the 2021 General Appropriations.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the 2021 budget. Examples include, but are not limited to:

- General Fund
- Coronavirus Relief Funds
- Sewer Funds
- Capital Projects

ACTION REQUIRED:

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

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 3 TO ORDINANCE NO. 21-003 PASSED BY THIS CITY COMMISSION ON JANUARY 11, 2021, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission made general appropriations for the Fiscal Year 2021 Operating Budget by Ordinance No. 21-003, passed on January 11, 2021; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 21-003 to cover deficiencies or needs which existed in the General, Coronavirus Relief, Street, Water, Sewer, and Capital Projects Funds by Ordinance No. 21-071, passed on May 24, 2021; and

WHEREAS, this City Commission adopted Amendment No. 2 to Ordinance No. 21-003 to cover deficiencies or needs which existed in the General, Coronavirus Relief, Enforcement & Education, Street, Water , Sewer, Capital Projects, and General Trust Funds by Ordinance No. 21-102, passed on July 12, 2021; and

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

WHEREAS, amendments are required to adjust the budget for previous actions of the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to prevent delays in the use of the funds for an extended period of time and not restrict the operation of City departments; and

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

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

Section 1. Ordinance No. 21-003 passed by this City Commission on the 11th day of January, 2021, be amended as hereinafter set forth:

PERSONAL

DEPARTMENT	SERVICES	OTHER	TOTAL
JACKSON STREET PIER	-	8,500	8,500
TRANSFERS	-	348,000	348,000
GENERAL FUND	-	356,500	356,500
CORONAVIRUS RELIEF FUNDS	-	860,500	860,500
SPECIAL ASSESSMENT	-	7,000	7,000
SEWER FUNDS	-	508,910	508,910
CAPITAL PROJECTS	-	620,000	620,000
TOTAL ALL FUNDS	-	2,352,910	2,352,910

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

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 27, 2021

NOTICE TO LEGISLATIVE
AUTHORITY

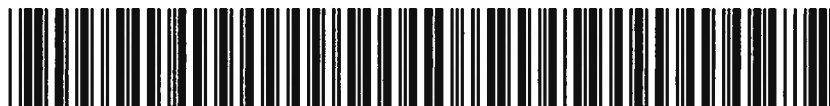
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

84189942301		STCK		TO SPEEDWAY LLC DBA SPEEDWAY 7330 2227 CAMPBELL ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
ISSUE DATE				
01 17 2021				
FILING DATE				
C1 C2		PERMIT CLASSES		
22	077	B	F26062	
TAX DISTRICT		RECEIPT NO.		

RECEIVED	
SEP 21 REC'D 2021	
SANDUSKY CITY COMMISSION	

FROM 09/14/2021

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 09/14/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/15/2021

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

B STCK 8418994-2301

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870



8:00 a.m. - 5:00 p.m.
For Questions call
(614) 644-3156

6606 Tussing Road, Reynoldsburg, Ohio 43068-9005

<http://www.com.ohio.gov/liqr>

APPLICATION FOR CHANGE OF LLC MEMBERSHIP INTERESTS
PROCESSING FEE \$100.00

CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING



PERMIT HOLDER REQUESTS APPROVAL OF THE DIVISION OF LIQUOR CONTROL OF THE FOLLOWING:

Permit Holder Name:

Speedway LLC d/b/a Speedway 8085

Permit Premises Address:

2227 Campbell St

Liquor Permit Number(s):

8418994-2301

Federal Tax ID Number:

Sandusky .OH 44870

Email
Address:

l i c e n s i n g @ s p e e d w a y . c o m

Attorney's Name, Address and Telephone Number (If represented):

Richard Blau c/o GrayRobinson, P.A., 401 E. Jackson Street, Suite 2700, Tampa, FL 33602: 813-273-5000

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

PLEASE COMPLETE ALL AREAS OF SECTION A & B BELOW

Section A - PREVIOUS List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1) Carina Eckard Duffy	SSN	Treasurer	<input checked="" type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
2)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
3)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
4)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	

Section B - REVISED List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1) Carina Eckard Duffy	SSN:	Treasurer	<input checked="" type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
2)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
3)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
4)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	

Commission Clerk

From: Jared Oliver
Sent: Tuesday, September 21, 2021 9:39 AM
To: Commission Clerk; Jim Green; Jonathan Holody
Subject: RE: Liquor Permit Transfer

SPD has no issues with this.



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



From: Commission Clerk <CommissionClerk@ci.sandusky.oh.us>
Sent: Tuesday, September 21, 2021 9:14 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Jim Green <jgreen@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a liquor permit (stock) transfer of C1 (*Beer only in original sealed container for carry out only*) and C2 (*wine and mixed beverages in sealed containers for carry out*) for Speedway LLC dba Speedway 6330, 2227 Campbell Street.

Please provide comments regarding this transfer.

Commission Clerk

From: Jim Green
Sent: Wednesday, September 22, 2021 7:29 AM
To: Jared Oliver; Commission Clerk; Jonathan Holody
Subject: RE: Liquor Permit Transfer

SFD has no issues.

From: Jared Oliver
Sent: Tuesday, September 21, 2021 9:39 AM
To: Commission Clerk <CommissionClerk@ci.sandusky.oh.us>; Jim Green <jgreen@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: RE: Liquor Permit Transfer

SPD has no issues with this.



Jared Oliver | Chief of Police
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From: Commission Clerk <CommissionClerk@ci.sandusky.oh.us>
Sent: Tuesday, September 21, 2021 9:14 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Jim Green <jgreen@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a liquor permit (stock) transfer of C1 (*Beer only in original sealed container for carry out only*) and C2 (*wine and mixed beverages in sealed containers for carry out*) for Speedway LLC dba Speedway 6330, 2227 Campbell Street.

Please provide comments regarding this transfer.



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Stuart Hamilton, I.T Manager

Date: September 15th, 2021

Subject: Commission Agenda Item – Mylander Pavilion Security

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase product and services from Johnson Control, Inc. of Cleveland, OH, to install security controls and video surveillance in and around the Mylander Pavilion on Jackson Street pier.

BACKGROUND INFORMATION: Currently the pavilion has rudimentary standalone door controls and no video surveillance. The city has a security standard that all new implementations follow, bringing online insight into all video and door activity that is 24/7/365. Having this level of insight not only gives simple and easy access to any event, but also double as an additional set of eyes for our Police Department during any incident.

This project will install high-definition cameras on the exterior of the building giving a 360-degree surveillance view. It will also install online security door controls. Both of these applications will feed into our centralized city control center, allowing for active alerting and live viewing of activity as it happens.

The security controls and video surveillance will be purchased and installed through the Sourcewell Cooperative Purchasing Program, Contract 030817-JHN, from Johnson Control, Inc. of Cleveland, Ohio, who was selected through a formal competitive bidding process. The City's Sourcewell member ID is 68351.

BUDGETARY INFORMATION: The total cost of this project will be \$31,654.00 and will be paid from the IT operating budget in the amount of \$15,827.00, by the Water Fund in the amount of \$7,913.50 and the Sewer Fund in the amount of \$7,913.50.

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing the City Manager to purchase product and services from Johnson Control, Inc. of Cleveland, OH, to install security controls and video surveillance in and around the Mylander Pavilion on Jackson Street pier. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to complete the project in a timely manner and order product that carries a long lead time due to electronic shortages.

I concur with this recommendation:

Eric Wobser, City Manager

Stuart Hamilton, I.T Manager

cc: K. Kresser, Interim Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Mylander Pavilion Security- Johnson Controls

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 # 110-7080-53001, 612-5900-53001, 613-5900-53001

By: _____



Michelle Reeder

Finance Director

Dated: 9/22/2021

Johnson Control, Inc.
Security and Fire Division
Cleveland Office
9797 Midwest Ave.
Cleveland OH 44125

Date: 13 September 2021

Customer: City of Sandusky

Project: Mylander Pavilion Access Control and Video Surveillance- REV 13SEP21

General Scope of Work

JCI will provide parts, installation, and technical labor to install access control and video surveillance at Mylander Pavilion on Jackson Pier as shown on included schematics.

Access control will include a panel to be networked back to the city hall CCURE9000 server.

Video cameras will be networked back to the city hall Aimetis server.

Network gear by city.

Electronic lock materials and labor by others.

Pricing in accordance with Sourcewell contract 030817-JHN.



INGENUITY WELCOME.COM

LINE	ITEM	QTY	PRICE	TOTAL
1	GSTAR004-RM EDGE PANEL WITH AUX RELAYS FOR 4 DOORS OF ACCESS CONTROL	1	\$ 2160.00	\$ 2,160.00
2	GSTAR004 EDGE PANEL- 2 DOORS OF ACCESS CONTROL. CAN BE EXPANDED TO 4.	1	\$ 1,441.00	\$ 1,441.00
3	DUAL VOLTAGE POWER SUPPLY WITH 8 BREAKERS	1	\$ 328.00	\$ 328.00
4	PANEL BATTERY	2	\$ 66.00	\$ 132.00
5	DOOR POSITION SWITCH	8	\$ 4.00	\$ 32.00
6	HID READER HEAD	5	\$ 221.00	\$ 1,105.00
7	REQUEST TO EXIT MOTION	5	\$ 69.00	\$ 345.00
8	8 CHANNEL SURGE PROTECTOR	1	\$ 280.00	\$ 280.00
9	SYMPHONY STANDARD LICENSE	6	\$ 127.00	\$ 762.00
10	SYMPHONY STANDARD 1 YEAR SSA	6	\$ 22.00	\$ 132.00
11	AXIS P3228-LVE	1	\$ 1,069.00	\$ 1,069.00
12	AXIS Q3819-PLE	1	\$ 1,943.00	\$ 1,943.00
13	AXIS P3719-PLE	4	\$ 1,555.00	\$ 6,220.00
14	AXIS MOUNT FOR P3719-PLE	4	\$ 246.00	\$ 984.00
15	INSTALLATION LABOR AND MATERIALS, TECHNICAL LABOR	1		\$ 14,721.00
16	TOTAL			\$ 31,654.00

Price

Cost including materials, installation, technical labor and excluding electronic lock work:

Total: \$31,654.00

Sincerely,




David B. DiRocco
Account Executive
Northern Ohio Security and Fire
P: 330-324-4882
David.Dirocco@jci.com

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Valid for 30 days from proposal date.

Company:	_____
Name:	_____
Signature:	_____
Date:	_____

Company:	<u>Johnson Controls, Inc.</u>
Name:	<u>David DiRocco</u>
Signature:	
Date:	<u>13 September 2021</u>

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement. JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included

in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the agreement. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses and/or terminate this agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Prices for materials, labor, and equipment covered by this contract may be adjusted by JCI, upon notice to Purchaser at any time, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) incurred by JCI.

4. WARRANTY. JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

5. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. In any case, the entire aggregate liability of the JCI Parties under this agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

6. TAXES/TARIFFS. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

7. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

8. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. DISPUTES. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

11. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

14. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

15. PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses

thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably

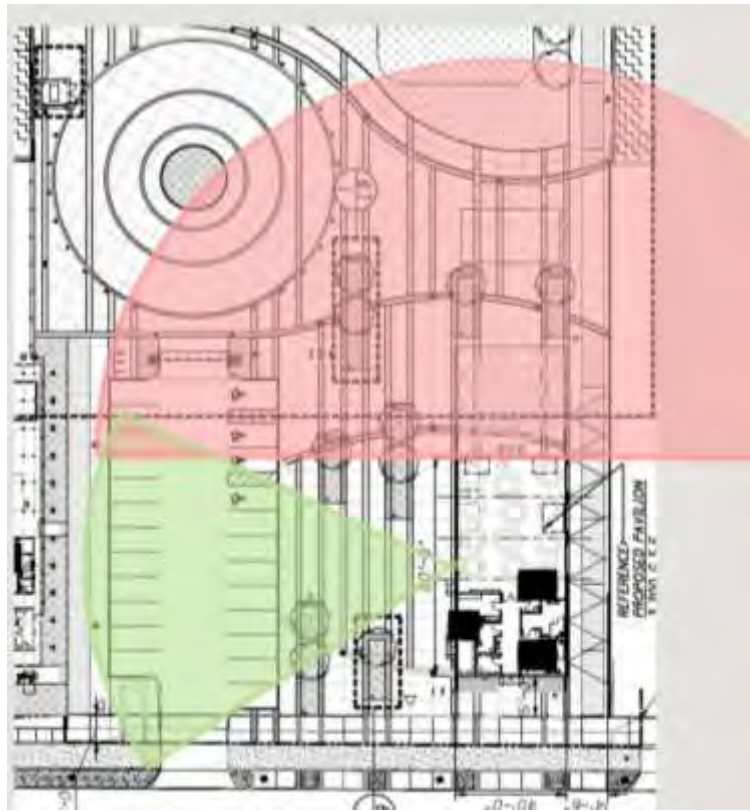
necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

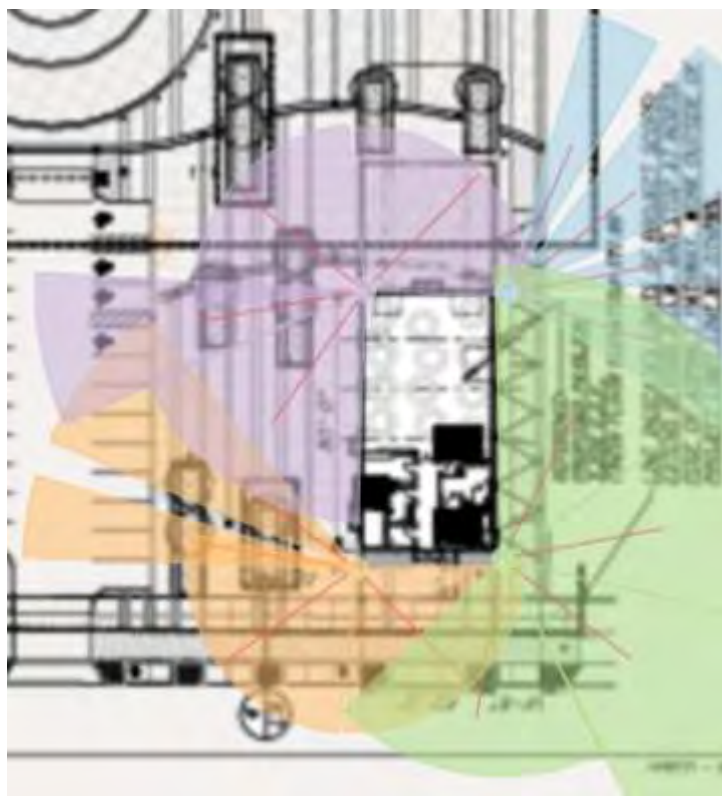
18. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

19. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

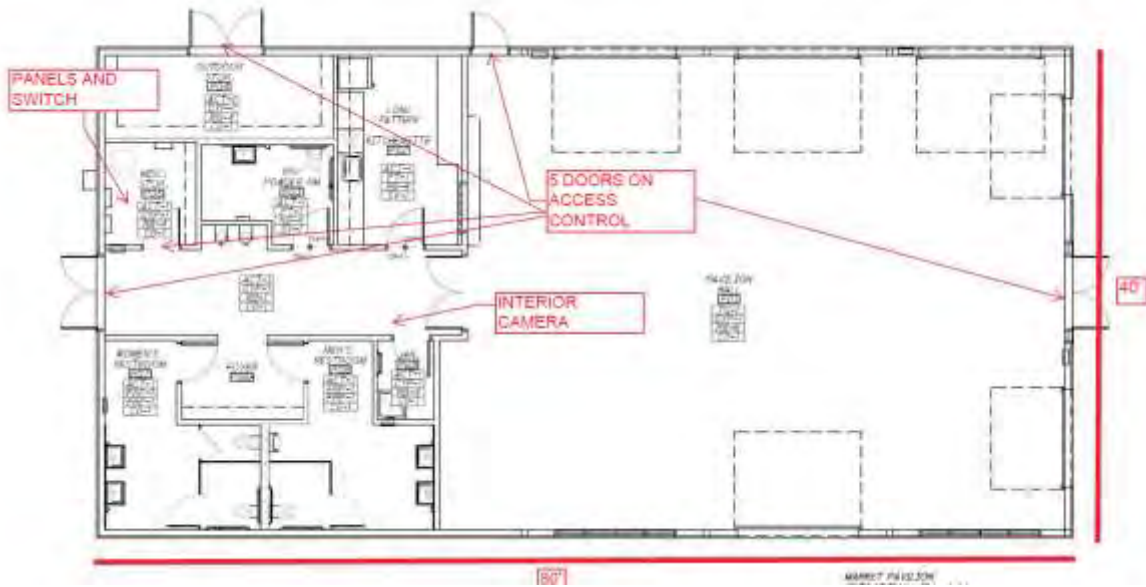
DISTANCE CAMERAS



CORNER CAMERAS



Interior Work



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE AND INSTALLATION OF SECURITY CONTROLS AND VIDEO SURVEILLANCE FOR THE MYLANDER PAVILION AT THE JACKSON STREET PIER FROM JOHNSON CONTROL, INC. OF CLEVELAND, OHIO, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Mylander Pavilion currently has basic standalone door controls and City security standards require all new implementation have online insight into all video and door activity that is 24/7/365; and

WHEREAS, the installation of this new security controls and video surveillance equipment involves placement of high-definition cameras on the exterior of the building giving a 360-degree surveillance and online security door controls that will feed into the City's centralized control center allowing for active alerting and live viewing; 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 security controls and video surveillance that has been competitively bid and made available through the membership from Johnson Control, Inc. of Cleveland, Ohio; and

WHEREAS, the total cost for the purchase and installation of the new security controls and video surveillance is \$31,654.00 and will be paid with funds from the Information Technology's operating budget in the amount of \$15,827.00, Water Funds in the amount of \$7,913.50, and Sewer Funds in the amount of \$7,913.50; 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 expedite the order to allow for product lead times due to electronic shortages and to provide enhanced security measures at the Mylander Pavilion at the earliest opportunity; 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 Information Technology, 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 and installation of security controls and video surveillance for the Mylander Pavilion on the Jackson Street Pier from Johnson Control, Inc. of Cleveland, Ohio, through the Sourcewell Cooperative Purchasing Program, contract 030817-JHN, at an amount **not to exceed** Thirty One Thousand Six Hundred Fifty Four and 00/100 Dollars (\$31,654.00).

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.

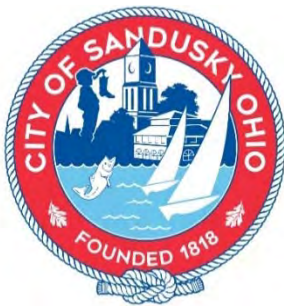
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: _____
KELLY L. KRESSER
INTERIM CLERK OF THE CITY COMMISSION

Passed: September 27, 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: Joshua R. Snyder, P.E

Date: September 14, 2021

Subject: Commission Agenda Item- Amendment No. 2 to the Professional Design Services Agreement with The Mannik & Smith Group, Inc. (Mannik Smith Group) for the Meigs Street Reconstruction & Multi-Use Path Project, PID 105033

ITEM FOR CONSIDERATION: Requesting legislation approving a second amendment to the Professional Design Services Agreement for the design of the Meigs Street Reconstruction & Multi-Use Path Project, PID 105033 with The Mannik & Smith Group, Inc. (Mannik Smith Group).

BACKGROUND INFORMATION: The City signed into a professional design services agreement with the Mannik Smith Group via Ordinance No. 19-149 for the Meigs Street Reconstruction & Multi-Use Path project. Further, an amendment to the agreement was approved via Ordinance No. 20-129, for the additional costs associated with the improvement of the water line between Washington and Water Streets.

A request for a second amendment to the agreement is being sought, for similar utility reasons, localized to Meigs St. between Washington and Water Streets, specifically the sewer systems. The installation of a dedicated sanitary sewer on Meigs Street, North of Washington Street has been added. This work occurring within the reconstruction project was the prudent thing to do. Currently, there is only combined sewers in this segment of Meigs. Including the addition of a new water line, these utility additions proved to be a very timely, as the completion of the Downtown Sandusky Master Plan, that was approved earlier this year, also included provisions for future water and sewer demands for potential developments at the Battery Park property, north of the former City hall. Additionally, this underground work will allow us to install new connections under Meigs for the Justice Center at a reduced rate.

As for the roadway's storm sewer design, there were a few items in the Downtown Sandusky Master Plan that required additional design work for Meigs Street. First, the general roadway geometry needed amended to ensure direct access from Water St. and Market St. Addressing the drainage for these access points, the project will be upgrading and stubbing out utilities to accommodate future development on the Battery Park site, specifically the water and sewer lines serving the area. Cumulatively, this work will require additional services and professional engineering design. The budgetary information reflects the additional costs to accomplish this.

Utility improvements are not typically items that would have been included in the original funding application through ODOT but can be added later at 100% cost to the City. Completing this work now is consistent with how Public Works has handled many projects over the past 7 years by improving the subsurface infrastructure where needed prior to reconstructing the roadway. Since quite a bit of the survey, geotechnical and other design work was already completed on an 80/20 split by ODOT, the additional costs to design these utilities is minimal.

BUDGETARY INFORMATION: The previous approved costs for professional design services, including amendment one of \$252,695 will increase to not to exceed cost of \$267,920. The City's share of \$15,225 will be paid for out of Sewer Funds in an amount of \$15,225.

ACTION REQUESTED: It is recommended that an ordinance approving a second amendment to the professional design services agreement with the Mannik Smith Group for the Meigs Street Reconstruction & Multi-Use Path Project for do not exceed amount of \$267,920 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 continue and complete the design and to keep the project on course to be bid in early 2022 and meet plan submittal requirements later this year.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Interim Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Mannik & Smith Meigs Street Reconstruction & Multi-Use Path 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 # 613-6870-55990

By: 

Michelle Reeder

Finance Director

Dated: 9/22/2021

ORDINANCE NO. _____

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

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

WHEREAS, the City Commission approved an agreement for Professional Design Services with The Mannik & Smith Group, Inc., of Maumee, Ohio, for the Meigs Street Reconstruction & Multi-Use Path Project by Ordinance No. 19-114, passed on June 24, 2019; and

WHEREAS, the City Commission amended Ordinance No. 19-114, passed on June 24, 2019, approving an revised agreement with Mannik & Smith Group, Inc., of Maumee, Ohio, for the Meigs Street Reconstruction & Multi-Use Path Project by Ordinance No. 19-149, passed on August 26, 2019, in the amount of \$233,195.00; and

WHEREAS, during the design to reconstruct Meigs Street, it was realized through recent flow testing and data, that a portion of Meigs Street is deficient in water pressure and flow capabilities and the project would require additional professional design services to include a 20" waterline extension from Washington Street to Water Street; and

WHEREAS, the City Commission approved a First Amendment to the agreement for Professional Design Services with The Mannik & Smith Group, Inc., of Maumee, Ohio, for the Meigs Street Reconstruction & Multi-Use Path Project by Ordinance No. 20-129, passed on August 24, 2020, in the amount of \$19,500.00; and

WHEREAS, this amendment to the agreement is to provide for additional work for the installation of a dedicated sanitary sewer on Meigs Street, north of Washington Street, which will accommodate future development on the Battery Park site and is consistent with the Downtown Sandusky Master Plan; and

WHEREAS, the revised cost of the professional design services including the First Amendment was \$252,695.00 and this Second Amendment will increase the cost by \$15,225.00 for a total cost of \$267,920.00 and the additional cost 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 continue and complete the design to keep the project on schedule to be bid in early 2022 and meet plan submittal requirements for later this year; 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 Second Amendment to the Professional Design Services Agreement with The Mannik & Smith Group, Inc., of Maumee, Ohio, for the Meigs Street Reconstruction & Multi-Use Path Project (ERI-CR0505-0.00 Meigs Street, PID No. 105033), consistent with the proposal submitted, a copy of which is marked Exhibit "A" and attached to this Ordinance, in an amount **not to exceed** Fifteen Thousand Two Hundred Twenty Five and 00/100 Dollars (\$15,225.00) for a total amount **not to exceed** Two Hundred Sixty Seven Thousand Nine Hundred Twenty and 00/100 Dollars (\$267,920.00).

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

Passed: September 27, 2021



September 13, 2021

Joshua R. Snyder, PE CPSWQ
City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870

RE: ERI-CR505-0.00 Meigs St.

Dear Josh:

Enclosed is our proposed fee for project development changes related to Battery Park, entrances to Battery Park, and planning for the future judicial center construction. The City requested that MSG coordinate and incorporate necessary changes to facilitate future construction along the Meigs Street corridor from Washington Street to Water Street, including utility accommodation and curb modifications. Items specifically impacted by the requested changes include:

1. Schematic Plan updates to incorporate new/revised roadway geometry
2. Revise typical sections to include replacing the existing shared use path
3. Revise quantities for new roadways and shared use path
4. Update cross sections to include new roadway profiles
5. Update and include intersection detail showing revised Market Street intersection and curb ramp details
6. Update drainage design/profiles/cross sections to accommodate intersection changes
7. Incorporate new waterline taps and modify hydrant location at Market Street
8. Design new sanitary line to separate from combined sewer along Meigs Street and incorporate new taps at Market Street and judicial center

We look forward to completing this project and trust that our fee is representative of the design work requested by the City of Sandusky.

Sincerely,

Beth A. Thornton, PE
Associate / Ohio Municipal Group Manager



TECHNICAL SKILL.
CREATIVE SPIRIT.

Document3

C-R-S	ERI-CR0505-0.00 (Meigs Street)							
Consultant:	The Mannik & Smith Group							
Agreement No.	NA							
Modification No.	NA							
PID No.	105033							
Proposal Date	9/10/2021							
Task Description		Consultant	ODOT	LPA	If-Authorized	Narrative		Sheet Count
2.7.B - Drainage		X						
2.7.B.D - Drainage Calculations		X				Revise calcs for new inlet locations related to curb cuts and extensions between Washington and Water		
3 - Environmental Engineering Phase		X						
3.3 - Stage2		X						
3.3.A - Roadway		X						
3.3.A.B - Schematic		X				Add CL geometry and linework for new roadway(s)		
3.3.A.D - Typical Sections		X				Revise to include replacing existing SUP and new shoulder transitions		
3.3.A.E- Plan and Profile - Mainline		X				Show and dimension new access locations and new SUP		
3.3.A.H - Cross Sections		X				Add new roadway profiles and modify drainage, SUP and other details.		
3.3.A.I - Intersection Details		X				Detail new entrance intersection with curb ramps and other details		
3.3.B - Drainage		X						
3.3.B.A - Storm Sewer Profiles		X				New inlets to capture stormwater at new intersection at Washington and revised curb at Water		
3.3.B.E - BMP Details		X				Revise BMP detail to avoid 36" combined and center between entrances		
3.3.J - Utilities		X						
3.3.J.B - Water Works Plan		X				Incorporate new taps to Battery Park and make revisions for new roadway (move proposed hydrant)		
3.3.J.C - Water Works Details & Notes		X				Update/include new details and notes for new connections		
3.3.J.D - Sanitary Sewer Plans		X				Develop sanitary to separate from combined and connect to Battery Park locations		
TOTAL 3.3 - Stage2		X						
3.9 - Project Management for Environmental Engineering Phase		X						
3.9.A - Meetings		X				Coordination meetings to finalized required scope and plan changes		
3.9.B - General Oversight		X				Project and team oversight for plan and scope changes		
3.9.C - Project Set Up		X				Project setup		
TOTAL 3.9 - Project Management for		X						
4 - Final Engineering and R/W Phase		X						
4.2 - Stage 3 Detailed Design Plans		X						
4.2.A - Quantities and Notes		X						
4.2.A.B - Drainage Subsummary		X				Develop revised quantities		
4.2.A.C - Roadway Subsummary		X				Revise quantities per scope and roadway changes		

SUMMARY OF STEPS								
C-R-S	ERI-CR0505-0.00 (Meigs Street)							
Consultant:	NA							
Agreement No.	NA							
Modification No.	2							
PID No.	105033							
Proposal Date	9/10/2021							
Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Planning Phase								
#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preliminary Engineering Phase								
\$46.33	9	\$417	\$735	\$4	\$0	\$0	\$118	\$1,274
Environmental Engineering Phase								
\$37.96	113.5	\$4,308	\$7,592	\$41	\$0	\$0	\$1,216	\$13,157
Final Engineering Phase								
\$43.33	6	\$260	\$458	\$2	\$0	\$0	\$73	\$794
Construction Engineering Phase								
#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED TASKS								
\$38.79	128.5	\$4,985	\$8,785	\$47	\$0	\$0	\$1,408	\$15,225

EXHIBIT "A"

[illegible]



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: September 13, 2021

Subject: **Commission Agenda Item – Permission to Bid the Columbus Avenue Lift Station Improvement Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the Columbus Avenue Lift Station Improvement Project.

BACKGROUND INFORMATION: The Columbus Avenue Lift Station is located at the northwest corner of the Columbus Avenue Underpass and handles stormwater flows. The project will replace the existing generator, complete electrical upgrades, installation of two variable frequency drives (VFD) for the existing two pumps along with SCADA upgrades. The existing generator was installed in the 1970s and has reached its useful life cycle. Sewer maintenance staff can no longer get new replacement parts and is using parts from generators that were salvaged from past improvements at other lift stations. The VFD and SCADA upgrades are for control and monitoring of the lift station sewer pumps and wet well levels. The electrical upgrades include changing from a 240V service to a new 480v service that is required for the new generator. This project will also include extension of city owned fiber from the Sandusky Amtrak/Transit building at 1200 North Depot Street to the Columbus Avenue Lift Station building. Extension of city owned aerial fiber was extended from the Wastewater Treatment Plant (WWTP) on Harrison Street to the Sandusky Transit System operations located at the Amtrak Station in 2020. The extension of fiber will provide a more reliable network connection than the current antenna method and allow remote access for sewer personnel to operate the lift station.

BUDGETARY INFORMATION: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$334,000.00 to be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the Columbus Avenue Lift Station Improvement Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and to be able to come back to city commission to award the construction project by the end of this year. Once a contract is awarded, the contractor will be able to start the process of obtaining the necessary materials such as the generator which currently has long delivery times.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director of Public Works

cc: K. Kresser, Interim Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

RESOLUTION NO. _____

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

WHEREAS, the Columbus Avenue Lift Station, which handles stormwater flows, is located at the northwest corner of the Columbus Avenue Underpass and the encompassing generator that was installed in the 1970s has reached its useful life cycle; and

WHEREAS, the proposed Columbus Avenue Lift Station will provide for the replacement of the existing generator, complete electrical upgrades, installation of two (2) variable frequency drives (VFD) for the existing two pumps along with SCADA upgrades for control and monitoring of the lift station sewer pumps and wet well levels and the project will also include extension of the City owned fiber from the Sandusky Transit System operations located at the Amtrak Station on North Depot Street to the Columbus Avenue Lift Station building; and

WHEREAS, the total estimated cost of this project, including engineering, inspection, advertising, construction, and miscellaneous expenses is \$334,000.00 and will be paid with Sewer Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and award the project by the end of this year so the contractor can begin the process of obtaining the necessary materials such as the generator which currently has extensive delivery times; and

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

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

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

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Columbus Avenue Lift Station Improvement Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Columbus Avenue Lift Station Improvement Project as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 27, 2021



Community Development

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

To: Eric Wobser, City Manager
From: Nicole Grohe, Community Development Programs Administrator
Date: September 14th, 2021
Subject: Commission Agenda Item – Permission to Bid CDBG FY21 Demolition Project #2

Item for Consideration: Resolution of necessity for permission to bid the asbestos abatement and demolition of six (6) properties, (herein referred to as the “Properties”).

Background Information: The six (6) properties include vacant and blighted structures and were condemned and ordered for demolition by the City or the Housing Appeals Board and are located as follows:

- 308 Hendry Street, permanent parcel no. 57-04305.000
- 213 Reese Street, permanent parcel no. 57-00094.000
- 1029 5th Street (garage only), permanent parcel no 57-00328.000
- 1506 Lindsley Street (garage only) permanent parcel no. 57-01343.000
- 602 Harrison Street permanent parcel no. 59-00936.000
- 923 Ogontz Street permanent parcel no. 57-03824.000

Therefore, City staff is requesting permission to bid out the asbestos abatement and demolition of the above properties. If approved, the City will first complete the environmental review process through the State Historic Preservation Office and then subsequently seek proposals from firms to complete an asbestos survey to be used as part of the demolition bidding process.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. After receipt and review of bids, staff will present to City Commission a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition. The costs for the demolition and asbestos abatement will be paid with FY21 Community Development Block Grant funds. All costs related to the demolition and asbestos abatement of the properties will be charged to the owners and assessed to the property.

Action Requested: It is requested that the proposed CDBG FY21 Demolition Project #2 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 continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

Nicole Grohe
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
 Kelley Kresser, Interim Clerk of City Commission

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY21 DEMOLITION PROJECT #2; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed CDBG FY21 Demolition Project #2 involves asbestos abatement and demolition of six (6) residential properties and includes vacant and blighted structures; and

WHEREAS, the six (6) residential properties were condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 308 Hendry Street, 213 Reese Street, 1029 Fifth Street (garage only), 1506 Lindsley Street (garage only), 602 Harrison Street, and 923 Ogontz Street; and

WHEREAS, the total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000.00 and these costs will be paid with FY21 Community Development Block Grant (CDBG) funds and subsequently all costs related to the demolition and asbestos abatement of the property will be charged to the owners and assessed to the property; and

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

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

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

Section 1. This City Commission approves of the proposed CDBG FY21 Demolition Project #2.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY21 Demolition Project #2 at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed CDBG FY21 Demolition Project #2 as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 27, 2021