



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JANUARY 10, 2022 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Blake Harris
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Murray, D. Brady, S. Poggiali, D. Waddington, B. Harris, M. Meinzer, & W. Poole
APPROVAL OF MINUTES	December 21, 2021
AUDIENCE PARTICIPATION	
VOTE FOR OFFICERS	President, Vice President
PUBLIC HEARING	CDBG Substantial Amendment for FY 2021 Program Nicole Grohe, Program Administrator
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Josh Snyder, Public Works Engineer

RATIFY GRANT SUBMISSION FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT

Budgetary Information: The total project cost for the sidewalk improvements, including inflation for SFY 2024, is \$577,550.00 for construction costs, this would be shared with ODOT, bearing \$519,795 (90%). The City's share would be \$57,755.00 (10%). These amounts would be added to the existing shared project funding of \$4,911,500.00/\$497,483.25.

RESOLUTION NO. _____: It is requested a Resolution be passed approving and ratifying the submission of a grant application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project; and declaring that this Resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Debi Eversole, Housing Development Specialist

ACCEPTING FOUR (4) PARCELS INTO THE LAND BANK

Budgetary Information: The cost of these acquisitions will be approximately three hundred fifty dollars (\$350.00) to pay for the title exams and transfer fees. This expense will be paid out of the Land Bank expense account and will be recouped upon sale of the properties.

ORDINANCE 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 Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Debi Eversole, Housing Development Specialist

SALE OF LAND BANK PROPERTY ON HARRISON STREET

Budgetary Information: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup these costs from the sale.

ORDINANCE NO. _____: It is requested an Ordinance be passed declaring that certain real property owned by the city as part of the Land Reutilization Program identified as parcel no. 59-00810.000, located on Harrison Street is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

ERIE COUNTY BOARD OF DEVELOPMENT DISABILITIES AGREEMENT FOR TRANSPORTATION SERVICES

Budgetary Information: The Sandusky Transit System will bill for trips consumed by individuals who are enrolled with Erie County Board of Developmental Disabilities and eligible for transportation services. The revenue from this agreement will be used as matching grant funds for the Ohio Department of Transportation (ODOT) Program grant. This contract is expected to provide approximately 10,500 trips and generate over \$200,000 in 2022.

ORDINANCE NO. _____: It is requested an Ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and the Erie County Board of Developmental Disabilities for the period of January 1, 2022, through December 31, 2022; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Nicole Grohe, Community Development Program Administrator

SUBSTANTIAL AMENDMENT TO FY 2021 ONE-YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

ORDINANCE NO. _____: It is requested an Ordinance be passed approving a Substantial Amendment to the City's FY 2021 One-Year Action Plan for the Community Development Block Grant Program Year of July 1, 2021 through June 30, 2022, and authorizing and directing the City Manager to submit the amended Action Plan to the United States Department of Housing and Urban Development; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Nicole Grohe, Community Development Program Administrator

AMENDING RESOLUTION NO. 041-21R AND PERMISSION TO BID A MODIFIED CDBG FY21 DEMOLITION #2 PROJECT

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition for those properties not owned by the City.

RESOLUTION NO. _____: It is requested a Resolution be passed amending Resolution No. 041-21R, passed on September 27, 2021, and declaring the necessity for the City to proceed with a modified CDBG FY21 Demolition Project #2; 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 G – Submitted by Nicole Grohe, Community Development Program Administrator

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF DEVELOPMENT

Budgetary Information: There is no expenditure related to this agreement and there will be no impact on the General Fund.

RESOLUTION NO. _____: It is requested a Resolution be passed authorizing and directing the City Manager to enter into a Housing Revolving Loan Fund Administration Agreement with the State of Ohio Department of Development for the period of January 1, 2022, through December 31, 2026; and declaring that this Resolution shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM 1 – Submitted by Michelle Reeder, Finance Director

ADOPTION OF BUDGET CY 2022 (SECOND READING)

ORDINANCE NO. _____: It is requested an Ordinance be passed making general appropriations for the fiscal year 2022; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Aaron Klein, Public Works Director

PERMISSION TO BID THE WWTP EMERGENCY BACK-UP GENERATOR REPAIR PROJECT

Budgetary Information: The estimated cost for removal, transport to the repair facility, equipment, labor, transport back to the Wastewater Treatment Plant, reinstallation, and potential rental is \$447,000.00 and will 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 Wastewater Treatment Plant (WWTP) Emergency Back-up Generator Repair Project; approving the specifications and engineer's estimate of cost thereof; directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this Resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Josh Snyder, Public Works Engineer

PERMISSION TO BID THE MEIGS STREET RECONSTRUCTION & MULTI-USE PATH PROJECT

Budgetary Information:

The engineer's estimate for the construction costs is \$1,879,481.27, which is estimated to be split between the following: Federal / ODOT funds \$755,418.07, Water Funds \$415,785.00, Sewer Funds \$476,101.50, and Issue 8 Funds \$232,176.70.

RESOLUTION NO. _____: It is requested a Resolution be passed declaring the necessity for the City to proceed with the proposed Meigs Street Reconstruction & Multi-Use Path Project; approving the specifications and engineer's estimate of cost thereof; 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

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

To: Eric Wobser, City Manager
From: Joshua Snyder, P.E., Public Works Engineer
Date: December 29, 2021
Subject: **Commission Agenda Item – Safety Application Cleveland Rd. Sidewalk**

ITEM FOR CONSIDERATION: Legislation approving and ratifying the submission of a grant application to the Ohio Department of Transportation (ODOT) for the Cleveland Road Safety Improvement Project and acceptance of funding through the Highway Safety Improvement Program (HSIP), if awarded.

BACKGROUND INFORMATION: With the support of City Commission at the April 13, 2020 meeting, Resolution Number 013-20R, staff applied for funding from Ohio Department of Transportation (ODOT) for safety funding. Items requested within the application were brought about by the US 6 Corridor Safety Study, commissioned by ODOT and Erie County.

Once the funding agreement was executed between the City Manager and ODOT, staff moved forward with issuing a request qualifications from firms to preform preliminary environmental and feasibility studies, traffic signal warrant studies and host public meetings and conversations with stakeholders to get the City to the point to begin the detailed design. With the support of City Commission at the May 10, 2021 meeting, Ordinance Number 21-068 approval was granted to sign into a Professional Design Agreement with American Structurepoint of Cleveland, Ohio.

American Structurepoint has been working through the preliminary design stages with both ODOT and the City having continues conversations. Throughout this process the safety-need for sidewalks along portions of Cleveland Road became very evident. ODOT Project Managers advised City staff of available Highway Safety Improvement funds that could be applied for and added to the overall project to cover 90% of the project costs related to the following sidewalk improvements that are not included under the original Safety Grant referenced above;

1. 4000' of sidewalk on Cleveland Rd., between Cedar Point Drive and East Shoreway Drive on the North side. Most of this area does not have sidewalks currently.
2. 16 ADA sidewalk ramps at intersections
3. 3500' of curbing
4. Limited driveway apron replacement
5. Pedestrian crossing signs at designated crosswalks
6. Pedestrian signals at Cleveland and Remington
7. Concrete bus stop aprons
8. Limited storm sewer and drainage improvements

Work is still continuing through the feasibility and environmental process, with a plan to host Public meetings forthcoming prior to full plan development and construction to explain details of the design elements being utilized in this area of US 6. These additional meetings will add to the comments already

received through two public meetings during the initial study by Transystems, which are currently being used during the preliminary design stage.

The City Commission approved the filing of this grant application for additional funding by motion at their meeting on December 21, 2021.

BUDGETARY INFORMATION: The total project cost for the sidewalk improvements, including inflation for SFY 2024, is \$577,550.00 for construction costs alone, this would be shared with ODOT, bearing \$519,795 (90%). The City's share would be \$57,755.00 (10%). These amounts would be added to the existing shared project funding of \$4,911,500/\$497,483.25. It is unknown how these funds would be divided annually until the final project award is granted because a portion will be needed for design and inspection services.

Staff will seek to leverage funding from private sources for construction like Metropolitan Planning Organization (MPO) funding, and any other potential revenue stream available at the time. Funding distribution will be explicit prior to bidding for construction.

ACTION REQUESTED: It is recommended that proper legislation be prepared allowing the city manager to submit a grant application to ODOT 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 ratify the submission of the application for funding which was submitted by the deadline of December 31, 2021.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein
Director of Public Works

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR FINANCIAL ASSISTANCE THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Department of Transportation (ODOT) dedicates funds annually through the Highway Safety Improvement Program to provide for safety improvements on any public roadway in the State and works with Local and State organizations to make investments that improve safety on all public roads; and

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020; and

WHEREAS, the Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with American Structurepoint, Inc. of Cleveland, Ohio for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021; and

WHEREAS, American Structurepoint, Inc. has been working through the preliminary design stages with both ODOT and the City and the safety-need for additional sidewalks became evident and therefore the City will be applying for additional funds through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project for sidewalk improvements not included under the original HSIP grant; and

WHEREAS, the City Commission approved the submission of the grant application for additional HSIP funds by motion at their regularly scheduled City Commission meeting on December 21, 2021; and

WHEREAS, the total estimated cost of the project for additional sidewalk improvements, including inflation, is \$577,550.00 of which the City will be applying for financial assistance in the amount of \$519,795.00 (90%) and the City's share will be \$57,755.00 (10%) and City Staff will seek to leverage funding from private sources such as Metropolitan Planning Organization (MPO) and any other potential revenue stream available at the time; 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 ratify the submission of the application for the Highway Safety Improvement Program grant which was submitted to the Ohio Department of Transportation by the submission deadline of December 31, 2021; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of 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. This City Commission hereby approves and ratifies the submission of a grant application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project and to execute any contracts or agreements on behalf of the City and lawfully expend funds consistent with the application should they be awarded.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this 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.

PRESIDENT OF THE CITY COMMISSION

ATTEST: _____

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: January 10, 2022



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: December 27, 2021

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: Legislation requesting approval to accept two (2) parcels of land with residential structures attached and two (2) 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 December 6, 2021.

- The parcel located at **1212 Seavers Way, Erie County Parcel #58-00931.000** includes a vacant 1 story structure that is currently in tax foreclosure status. The property is zoned Single-Family Residential (R1-40) with a lot size of 40'x127'. It has 996 sq. ft. of living space with two (2) bedrooms and one (1) bathroom. If this parcel is not sold at Sheriff's sale, the City would acquire the property which will be evaluated for demolition or rehabilitation.
- The parcel located at **1813 Pierce Street, Erie County Parcel #58-00091.000** includes a vacant 1 story structure that is currently in tax foreclosure status. The property is zoned Two-Family Residential (R2F) with a lot size of 67'x130'. It has 864 sq. ft. of living space with two (2) bedrooms and one (1) bathroom. If this parcel is not sold at Sheriff's sale, the City would acquire the property which will be evaluated for demolition or rehabilitation.

- The parcel located on **Fourth Street, Erie County Parcel #57-02315.000** is a vacant lot that is currently in tax foreclosure status. The property is zoned General Manufacturing (GM) with lot dimensions of 50' x 98'. If this parcel is not sold at Sheriff's sale, the City would acquire the property which will be evaluated for future development, sold to the adjoining property owners or used for a public purpose.
- The parcel located at **1027 Camp Street, Erie County Parcel #58-00260.000** is a vacant lot that is currently in tax foreclosure status. The property is zoned Two Family Residential (R2F) with lot dimensions of 22'x139'. If this parcel is not sold at Sheriff's sale, the City would acquire the property which will be evaluated for future development, sold to the adjoining property owners or used for a public purpose.

The Land Bank Committee has determined that the acquisition of the four (4) parcels is necessary to protect, improve and preserve the stability of the neighborhoods that they are located in.

BUDGET IMPACT: The cost of these acquisitions will be approximately three hundred fifty dollars (\$350.00) to pay for the title exams and transfer fees. This expense 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 five thousand six hundred ninety-five dollars (\$5,695.00) owed to the City in special assessments, nor will the taxing districts collect the approximately five thousand eight hundred twenty-two dollars (\$5,822.00) owed in delinquent taxes. 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 two thousand one hundred ninety-eight dollars (\$2,198.00).

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire four (4) 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.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Jonathan Holody, Community Development Director

Eric L. Wobser, City Manager

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Commission Clerk

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 December 6, 2021; and

WHEREAS, upon City Commission approval and if acquired, the two (2) vacant lots with structures located at 1212 Seavers Way and 1813 Pierce Street will be evaluated for demolition or rehabilitation; and

WHEREAS, upon City Commission approval and if acquired, the two (2) vacant lots located at 1027 Camp Street and on Fourth Street will be evaluated for future development, sold to the adjoining property owners, or used for a public purpose; 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 approximately \$350.00 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 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; 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.

PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: January 10, 2022

12/27/2021

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
58-00931.000	1212 Seavers	Mardell Woods	425.18	1,480.77	120.26	2,026.21	614.16
Proposed Use:	This is a vacant one-story, single-family residential structure with a lot size of 40' x 127". It has 996sq. ft. of living space with two bedrooms and one bathroom. Upon acquisition it will be evaluated for rehabilitation.						
58-00091.000	1813 Pierce	Sean Martin	3,804.58	3,612.69	894.84	8,312.11	1,243.92
Proposed Use:	This is a vacant one-story, single-family residential structure with a lot size of 67' X 130'. It has 864 sq. ft. of living space with two bedrooms and one bathroom. Upon acquisition it will be evaluated for rehabilitation.						
57-02315.000	Fourth	Estell Amison	1,339.80	0.00	483.01	1,822.81	116.88
Proposed Use:	This is vacant non-productive land in foreclosure status. The lot size is 50' X 98' and zoned GM "General Manufacturing". Auditor's valuation is \$6,000. If acquired, it can be marketed for future development or kept for public purpose.						
58-00260.000	1027 Camp	Dakota White	251.86	601.07	51.08	904.01	82.38
Proposed Use:	This is vacant non-productive land in foreclosure status. The lot size is 22' X 139 and zoned R2F "Two-Family Residential". Auditor's valuation is \$4,220. If acquired, it can be marketed for future development or kept for public purpose.						

EXHIBIT "A"



Community Development

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5832

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: December 27, 2021

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located on Harrison Street and further identified by the Auditor as Erie County Parcel No. 59-00810.000. DB&B Property Holdings, LLC has requested to purchase this parcel for the purpose of new residential development. Managing partners are Christopher Biechele and Bradley Moyer.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on July 9, 2012 pursuant to Resolution 016-12R and the property was transferred via judgement entry on July 16, 2015, through foreclosure for delinquent real estate taxes.

A structure was demolished in 2010 leaving vacant land with dimensions of approximately 68' x 49'. DB&B Property Holdings, LLC owns several surrounding parcels including the adjoining parcel to the north. It should be noted that they have contacted the other adjoining property owner to the east and when acquired, there will be a total of five (5) parcels combined for the purpose of new residential construction on Tiffin Ave, West Madison and Harrison Streets.

The purchase price of the property is \$1,940.00, which is the current Erie County Auditor's Valuation of the property and no less than fair market value. DB&B Property Holdings, LLC will pay the purchase price plus the cost of deed preparation and transfer fees and have agreed to pay immediately if approved.

The sale of the parcel to DB&B Property Holdings, Inc. will protect and enhance surrounding property values. Additionally, this vacant non-productive parcel will be put back into tax producing status and add new residential housing to the currently vacant land. The Land Bank Committee approved the acquisition and sale on December 6, 2021

BUDGET IMPACT: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of these expenses from the sale and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting approximately one hundred twenty dollars (\$120.00) per year in real estate taxes, which will increase after the land is redeveloped.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with DB&B Property Holdings, LLC to sell the property no longer needed for any municipal purpose located on Harrison Street, and further identified by the Auditor as Erie County Parcel No. 59-00810.000 for a purchase price of two thousand forty-one dollars (\$2,041.00). It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Debi Eversole,
Housing Development Specialist

I concur with this recommendation:

Jonathan Holody
Community Development Manager

Eric L. Wobser,
City Manager

cc: Brendan Heil, Law Director
 Michelle Reeder, Finance Director
 Cathy Myers, Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-00810.000, LOCATED ON HARRISON STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located on Harrison Street, Parcel No. 59-00810.000 by Resolution No. 016-12R, passed on July 9, 2012, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

WHEREAS, DB&B Property Holdings, LLC, through managing partners Christopher Beichele and Bradley Moyer, has requested to purchase Parcel No. 59-00810.000 for the purpose of new residential development; and

WHEREAS, DB&B Property Holdings, LLC owns several surrounding parcels, including the adjoining parcel to the north, and is in the process of acquiring the adjoining property to the east, for a total of five (5) parcels combined for the purpose of new residential construction on Tiffin Avenue, West Madison and Harrison Streets; and

WHEREAS, the purchase price of the property is \$1,940.00, which is the current Erie County Auditor's valuation of the property and no less than fair market value, plus the cost of deed preparation and transfer fees; and

WHEREAS, the Land Bank Committee met on December 6, 2021, and approved the acquisition and sale of this property to DB&B Property Holdings LLC; and

WHEREAS, the cost associated with this purchase and sale agreement is the total cost of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the purchase and sale transaction and the City will recoup these expenses incurred upon sale and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 59-00810.000, located on Harrison Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: January 10, 2022

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2022, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and DB&B Property Holdings, LLC, residing at 302 Wayne Street, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser(s)".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located at the corner of Harrison and W. Madison Streets, Erie County Parcel Number 59-00810.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at Harrison and Tiffin Ave, Erie County Parcel Numbers 59-00810.001 and 59-00358.000, Sandusky, Ohio.

2. The purchase price for the Property is one thousand nine hundred forty dollars (\$1,940.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor, plus transfer fees in the amount of one hundred one dollars (\$101.00) for a total purchase price of two thousand and forty-one dollars (\$2,041.00). Purchaser shall pay the full purchase price in cash, certified check or cashier's check made payable to Seller.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited in the parcel's current state. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than January 31, 2022, or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before January 31, 2022, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASER(S):

Christopher Biechele, Purchaser
Partner DB&B Holdings, LLC

Bradley Moyer, Purchaser
Partner DB&B Holdings, LLC

State of Ohio)

) ss:

County of Erie)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Christopher Biechele and Bradley Moyer, partners of DB&B Property Holdings, LLC, and acknowledged their execution of the foregoing instrument and that the same is his voluntary act and deed.

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

NOTARY PUBLIC

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager, City of Sandusky

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

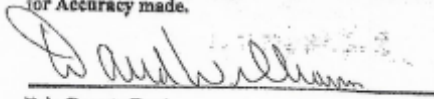
NOTARY PUBLIC

Approved as to Form:

Brendan Heil, #0091991
Law Director, City of Sandusky

Exhibit A

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-39-07 of the Ohio
Administrative Code only, No Field Verifications
for Accuracy made.



Erie County Engineer

Date:



REMAINING LANDS

0.0776 ACRES (3,379.82 S.F.)

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 4, and being part of those lands of the City of Sandusky, RN 201506099, known as part of Lot 8 and part of Lot 9 in Block 28 of the Western Liberties Addition to the City of Sandusky, P.V. 2, Pg. 1, all references herein to the records of the Erie County Recorder, and being more particularly described as follows:

Commencing, for reference, at a 1" iron pin found in a monument box at the intersection of centerlines of Tiffin Avenue (66 feet in width) with Harrison Street (66 feet in width); thence, South 1°59'40" East with the centerline of Harrison Street, a distance of 50.99 feet to a point; thence, North 88°00'20" East, a distance of 33.00 feet to a 5/8" square bar found in the west right-of-way line of Harrison Street, same being the southwest corner of lands of K&D Enterprises, D.V. 487, Pg. 651; thence, South 1°59'40" West with said west right-of-way line of Harrison Street, a distance of 20.07 feet to a 5/8" iron rod set and the **True Point of Beginning** for this description;

thence, North 89°21'14" East through lands of the City of Sandusky, a distance of 49.63 feet to a 5/8" iron rod set in the northwest corner of lands of Shameka Latoria Moore, Trustee, RN 201211302;

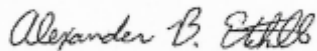
thence, South 1°44'22" East with said lands of Moore, a distance of 67.81 feet to a 3/4" iron pipe found in the north right-of-way line of Madison Street (66 feet in width);

thence, South 88°10'43" West with the north right-of-way line of Madison Street, a distance of 49.32 feet to a 5/8" iron rod set at the intersection of the north right-of-way line of Madison Street with the east right-of-way line of Harrison Street;

thence, North 1°59'40" West with the east right-of-way line of Harrison Street, a distance of 68.83 feet to the point of beginning, containing 0.0776 acres of land (3,379.82 S.F.), more or less, subject to legal highways and easements of record.

This description was prepared by Alexander B. Etchill, P.S., Ohio R.L.S. 8512 from an actual field survey of the premises conducted in December, 2015. Bearings hereon are based upon Grid North for NAD '83, Ohio State Plane Coordinate System (NA2011 Adjustment).

John Hancock & Associates, Inc.



Alexander B. Etchill, P.S. 8512

Date: JANUARY 15, 2016

File: projects on server/240015/2400-remain.doc





PLANNING DEPARTMENT

Division of Transit

240 Columbus Ave.
Sandusky, Ohio 44870

419.621.8462

www.cityofsandusky.com

TO: Eric Wobser, City Manager

FROM: Nicole Grohe, CDBG Programs Administrator

DATE: December 29th, 2021

SUBJECT: Agreement for Transportation Services – Erie County Board of Developmental Disabilities

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a one (1) year contract for transportation services between the City of Sandusky and the Erie County Board of Developmental Disabilities.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) has been providing transportation services to eligible individuals for the Erie Board of Developmental Disabilities for over two (2) decades. The current contract was effective on January 1, 2021 and will expire December 31, 2021.

The Erie County Board of Developmental Disabilities is required by the Ohio Revised Code to ensure that transportation services are provided to individuals determined by the Erie County Board of Developmental Disabilities to be eligible to use the transportation services provided by the Sandusky Transit System in accordance with individual's Most Valuable Person plans approved by the Erie County Board of Developmental Disabilities and the administrative rules established by the State of Ohio.

STS will provide safe, reliable, transportation services to individuals served by the Erie Board of Developmental Disabilities throughout Erie County. These individuals are transported on schedules developed with input from various members of the individual's support team. This contract will be in effect for a term of one (1) year from January 1, 2022 through December 31, 2022 at a rate of \$19.31 per trip, \$15.00 per punch card and \$50.00 per monthly fixed route pass card.

STS will provide the Erie Board of Developmental Disabilities with reports, training records, and other information, that is proposed in said contract. The money received from this contract will help meet the local match requirements for all Ohio Department of Transportation (ODOT) Transit grants.

BUDGET IMPACT: STS will bill for trips consumed by individuals who are enrolled with Erie Board of Developmental Disabilities and eligible for transportation services. The revenue from this agreement will be used as matching grant funds for the Ohio Department of Transportation (ODOT) Program grant. This contract is expected to provide approximately 10,500 trips and generate over \$200,000 in 2022.

ACTION REQUESTED: It is requested that legislation be adopted allowing the City Manager to enter into a contract for transportation services with Erie County Board of Developmental Disabilities from January 1, 2022 to December 31, 2022. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to immediately execute the agreement as the prior agreement expired on December 31, 2021.

Nicole Grohe, CDBG Programs Administrator

I concur with this recommendation:

Eric Wobser, City Manager

Jonathan Holody,
Director of Community Development

cc: Cathy Meyers, Clerk of the City Commission
Michelle Reeder, Finance Director
Brendan Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND THE ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR THE PERIOD OF JANUARY 1, 2022, THROUGH DECEMBER 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Board of Developmental Disabilities (ECBDD) is required by the Ohio Revised Code to ensure that transportation services are provided to individuals determined by ECBDD to be eligible to utilize the public transportation services provided by the Sandusky Transit System in accordance with the Most Valuable Person (MVP) service plans approved by the ECBDD and the administrative rules established by the State of Ohio; and

WHEREAS, the Sandusky Transit System has provided transportation services for Erie County Board of Developmental Disabilities (ECBDD) eligible individuals for over two (2) decades and proposes to continue this service; and

WHEREAS, the Sandusky Transit System will receive \$19.31 per trip, \$15.00 per punch card, and \$50.00 per monthly fixed route pass card from ECBDD pursuant to the proposed agreement and these funds received will be used as matching funds for Ohio Department of Transportation Transit grants; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement as the prior agreement expired on December 31, 2021, and to continue services without interruption; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 be and hereby is authorized to execute the Agreement with the Erie County Board of Developmental Disabilities for transportation services for the period from January 1, 2022, to December 31, 2022, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being

substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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.

PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: January 10, 2022

ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
SERVICES CONTRACT for NON-SPECIALIZED PROVIDERS

Provider Name: City of Sandusky
(Jonathan Holoday)

Address: 240 Columbus Avenue
Sandusky, Ohio 44870

Phone: 419-621-8462; 419-625-5848

Email: jholoday@ci.sandusky.oh.us
kbarone@ci.sandusky.oh.us

This Contract shall be in effect from **January 1, 2022 through December 31, 2022**, unless otherwise terminated, extended, or renewed by the parties. All previous Contracts will become null and void upon commencement of this Contract. Services may be provided to a variety of eligible Individuals as indicated in the Most Valuable Person (MVP) (previously known as Individual Service Plan “ISP”) and Support Budget.

Services:	Transportation	\$19.31 per trip
	Transportation	\$15.00 punch card
	Pass Cards	\$50.00 per card

No services will be reimbursed at a rate higher than the Medicaid state rate.

I. DEFINITIONS:

- A. Individual means a person with a developmental disability, who is eligible to receive programs and services and who may also receive Individual Support Services through state and/or local County Board funds.
- B. Most Valuable Person (MVP) (previously known as the Individual Service Plan “ISP”) means a written description of the services, supports, and activities to be provided to an Individual, including the portion which identifies the Provider’s specific duties and responsibilities relating to an Individual, according to requirements set forth in Applicable Requirements, which is approved by the Board.
- C. Provider means an agency, business or LLC who provides services to Individuals with Developmental Disabilities and the public.
- D. Service and Support Administrator (SSA) means the Board employee(s) and/or person(s) who Contract with the Board who are responsible for service and support administration function for the Individual.

II. GENERAL TERMS AND AGREEMENTS:

- A. The Provider understands that he/she is Contracting with the Erie County Board of DD and is not the employee of the Erie County Board of DD while providing MVP services. The Provider is personally responsible for reporting and payment of taxes and other fees to the IRS and other applicable authorities.
- B. The Provider understands the Erie County Board of DD, its staff or management does not assume any liability for the Provider’s actions or quality of care provided by the Provider while delivering services.

- C. There will be no reconciliation of this Contract as it will be a fee for services arrangement. Services will be provided only in the presence of the Individual; unless otherwise noted in the MVP.
- D. The Provider shall provide notice of major unusual incidents pertaining to the Individual to the Erie County Board of DD's Investigative Agent immediately and shall provide such other additional reports to the Erie County Board of DD and to such other persons and/or agencies as is required by applicable federal and state law.
- E. Non-Discrimination: The Provider shall comply with all federal, state, and local requirements regarding non-discriminatory practices on the basis of age, race, color, creed, disability, sex, sexual orientation, gender identification expression, or national origin.
- F. Bill of Rights: The Provider shall comply with the Bill of Rights for persons with developmental disabilities as defined in Section 5123.62 of the O.R.C.
- G. Records Retention: The Provider shall maintain all records and documentation related to services for a period of five (5) years. Financial records should be maintained for a period of time adhering to IRS regulations, other federal/state requirements and, when applicable, Social Security guidelines for audits of Provider's records and personal funds of the services recipient.
- H. Confidentiality: Any and all protected health information (HIPAA related information) will be kept in confidence and will not be shared with anyone that is not authorized by consent to release information to receive this information from.

III. WORK HOURS:

- A. The Erie County Board of DD, Individuals, and families expect for supports and services to be provided as agreed to in the MVP. The Provider will not be paid for missed service.

IV. RATES:

- A. The Provider may choose to change their rate within the Contract year. An addendum to the Contract must be completed prior to the start of the revised rate.

V. PROCEDURES FOR PAYMENT:

- A. The amount of money paid each month to the Provider shall not exceed the amount of money per month and/or year as designated in this Contract and MVP.
- B. The Erie County Board of DD has thirty (30) business days from the date of receipt of the invoice to pay Providers for services rendered; invoices will only be processed on a monthly basis pursuant to the county auditor's procedures. Invoices must be received by the Erie County Board of DD no later than sixty (60) calendar days from the day of service rendered. If invoices are not received within these timelines, they may not be honored for payment.
- C. All invoices are required to be submitted in electronic format utilizing the www.ohiodd.com billing system or another agreed upon format. All Providers must go through an initial www.ohiodd.com billing training with Board staff prior to submission of first invoice.
- D. In the event that this Contract is renewed, or a new Contract is agreed upon by the parties, reconciliation of costs due under this Contract shall be carried out in accordance with the requirements of O.R.C. 5126.44(D).
- E. If the Provider is required to make a repayment for payments received from an Individual Support Services overpayment, Provider shall pay the amount determined to be in error, which is supported by documentation by the Erie County Board of DD.

VI. AUTOMOBILE INSURANCE and DRIVER'S LICENSE:

- A. The Provider who provides transportation shall carry automobile liability insurance for passenger vehicles used to transport the Individual. Proof of current automobile insurance must be on file with the Provider and available to the Erie County Board of DD if requested. If the insurance expires, then transportation services are terminated from the Contract and payment for transportation services from the expiration date forward will not be paid.
- B. The Provider and their employees shall possess a valid Ohio Driver's license. If the driver's license expires, then that service is terminated from the Contract and payment for transportation services will not be paid from the expiration date forward.

VII. TRAINING:

- A. The Provider is responsible for successfully completing the following training before providing services. Provider must submit signed document to show proof of completion of the training.
 - a. Incident Reporting (initially);
 - b. www.ohiodd.com billing (initially).

VIII. INDEMNITY:

- A. Provider retains the ultimate responsibility for the services provided under this Contract to the Individual, regardless of the source of funding for the Individual. Provider shall indemnify and hold harmless, to the fullest extent provided by law, the Erie County Board of DD against any and all claims, suits, damages, or causes of action rising out of services provided pursuant to this Contract, and against any order or decrees or judgments which may be entered herein, brought for damages or alleged damages, resulting from any injury to person and/or property or loss of like sustained by any person or persons whatever.

IX. TERMINATION, MODIFICATION, AMENDMENT AND NOTICE OF PROVIDERS INTENT:

- A. This Contract shall be terminated, and the obligations of all parties shall cease if any of the following conditions occur:
 - a. The service recipient has determined that he/she no longer wishes to receive the services set forth in this Contract;
 - b. Services supports are deemed to be no longer required as determined by a board review of the Individual service plan.
- B. The Provider may immediately terminate this Contract only if the Erie County Board of DD fails to provide funding to the Provider as required under this Contract. In all other circumstances, the Provider must give a thirty (30) day written notice to terminate the Contract.
- C. This Contract may be amended or modified by agreement of the parties in writing signed by all parties and attached hereto.
- D. The Provider shall immediately notify the Erie County Board of DD of any known pending criminal, traffic or domestic violence related charges involving Provider or any court proceedings therein. The Erie County Board of DD reserves the right to use discretion in regard to continuance of Contractual services.

- A. The parties agree that the rights, duties and responsibilities set forth herein shall not be assigned without prior written consent of the other party.
- B. All communication to the Erie County Board of DD related to the service needs of specific Individual shall be made to that Individual's SSA. All other notices required to be given herein shall be in writing and shall be sent to the following respective address:

- C. This document and the attachments hereto set forth are the full agreement between the parties and superseded all prior agreements or Contracts between the parties.
- D. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to Article IX of this Contract.
- E. Provider shall coordinate the development and implementation of all programs and services described herein. At all times during the duration of this Contract, the Erie County Board of DD and Provider shall act Contractors in connection with the performance of their respective obligations under this Contract.
- F. In the event of a dispute involving the parties regarding any provision under this Contract, including, but not limited to rate disputes, the parties shall attempt to resolve the dispute in accordance with the Erie County Board of DD's approved Conflict Resolution and Administrative Resolution of Complaints and Due Process Policy. The policy will be made available to the Provider upon request.
- G. The Provider agrees to establish a procedure for affording all Individual service recipients due process. The Provider shall use this procedure in the event of a disagreement between the Provider and the service recipient related to the Provider's performance of its duties and obligations under this Contract.

By: _____ Date _____
Superintendent, Erie County Board of DD

By: _____ Date _____
Provider



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: December 29th, 2021

Subject: Commission Agenda Item – Community Development Block Grant (CDBG)
FY21 Substantial Amendment

ITEM FOR CONSIDERATION: Ordinance authorizing a Substantial Amendment to the Community Development Block Grant (CDBG) FY21 Annual Action Plan. The City's current Annual Action Plan reflects approved activities and an associated budget for the grant year running from July 1, 2021 through June 30, 2022.

The following is the proposed amendment:	<u>Previously Approved</u>	<u>Proposed</u>
Small Business Assistance Program	\$150,000	\$0
Rental and Mortgage Subsistence Payment Program	\$0	\$150,000

It is proposed that the FY 21 Community Development Block Grant Program (CDBG) COVID (CV) Small Business Assistance Grant Program be amended to a Rental and Mortgage Subsistence Payment Program. The purpose of this change is to assist residents who are in need and are facing homelessness. Many local businesses have previously received funding, or have been offered the opportunity to apply through the city for COVID relief funds, which assistance to local residents has been limited. Under the proposed program, those who qualify could receive up to three (3) months of rent and/or mortgage assistance. The applicant must show that they live within the limits of the City of Sandusky and are facing homelessness due to COVID. As part of the City's CDBG public participation process, the Consolidated Plan Advisory Committee (CPAC) met on November 23, 2021 to review the proposed amendment to the Action Plan.

BUDGETARY INFORMATION: The program would be administered through a third-party selected through a Request for Proposals (RFP) process.

The third-party will receive 10% of the \$150,000 to support their administration of the program; the remaining funds will be directed to eligible residents. It is estimated that approximately 100-150 persons would be assisted by the program and that funding would be spent within six months from the program's kickoff. This program would help those in need within the city and begin in early 2022.

ACTION REQUESTED: It requested that proper legislation be prepared to approve the Substantial Amendment to the FY21 CDBG Annual Action Plan and that the City Manager be authorized to submit the amendment to HUD. It is further requested that the legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the amendment for approval and allow for timely expenditure of the funds once approved by HUD.

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
Cathy Myers, Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SUBSTANTIAL AMENDMENT TO THE CITY'S FY 2021 ONE-YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR OF JULY 1, 2021 THROUGH JUNE 30, 2022, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SUBMIT THE AMENDED ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the City Manager to accept an Entitlement Grant in the amount of \$761,267.00 total Community Development Block Grant (CDBG) funds for the program year of July 1, 2021, through June 30, 2022, and to submit to U.S. Department of Housing and Urban Development (HUD) a FY 2021 One-Year Action Plan by Ordinance No. 21-118, passed on July 26, 2021; and

WHEREAS, the City's current FY 2021 One-Year Action Plan reflects approved activities and an associated budget for the 2021 Program Year and this Substantial Amendment includes the following proposed changes to this Plan:

	<u>Previously Approved</u>	<u>Proposed</u>
Small Business Assistance Program	\$150,000.00	\$0
Rental & Mortgage Subsistence Payment Program	\$0	\$150,000.00

WHEREAS, the Rental & Mortgage Subsistence Payment Program will provide up to three (3) months of rent and/or mortgage to qualifying residents facing homelessness due to COVID and the program will be administered by a third-party selected through a Request for Proposals (RFP) process; and

WHEREAS, as part of the City's CDBG public participation process, the Consolidated Plan Advisory Committee (CPAC) met on November 23, 2021, to review the proposed amendment and a public hearing was held by this City Commission at their January 10, 2022, regularly scheduled meeting; 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 submit the substantial amendment for approval and allow for timely expenditure of the funds once approved by HUD; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to submit to the U.S. Department of Housing and Urban Development a Substantial Amendment for the FY 2021 One-Year Action Plan for the Community Development Block Grant Program Year of July 1, 2021, through June 30, 2022, and to execute any required certifications and agreements and to administer program expenditures consistent with the Amended FY 2021 One-Year Action Plan.

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

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

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

PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: January 10, 2022



COMMUNITY DEVELOPMENT DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
(419) 627-5847
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Nicole Grohe, Community Development Grant Administrator

Date: December 22nd, 2021

Subject: Commission Agenda Item – Resolution Amendment - Permission to Bid CDBG FY21 – Demolition Project #2

Item for Consideration: Resolution of necessity amending a previous resolution for the CDBG FY21 – Demolition Project #2, involving asbestos abatement and demolition of six (6) properties.

Background Information: On September 27th, 2021, City Commission approved Resolution No. 041-21R which directed the City Manager to advertise and receive bids for the demolition and asbestos abatement of the following six (6) properties – which are vacant and blighted structures: 308 Hendry Street; 213 Reese Street; 1029 Fifth Street (garage only); 1506 Lindsley Street (garage only); 602 Harrison Street, and 923 Ogontz Street.

Since then, the residential unit located at 308 Hendry Street has been removed from the demolition list. Additionally, a residential house located at 1416 Sagamore Street was condemned and ordered for demolition by the City.

Therefore, this amendment request seeks to both remove 308 Hendry Street and add the property at 1416 Sagamore Street to the list of properties to be asbestos abated and demolished. Based on this request, six (6) properties remain.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition for those properties not owned by the City.

Action Requested: It is requested that the proposed resolution for amendment for the 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 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.

I concur with this recommendation:

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
 Cathy Myers, Clerk of City Commission

CERTIFICATE OF FUNDS

In the Matter of: CDBG Demo Project Amendment

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: 1/4/2022

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 041-21R, PASSED ON SEPTEMBER 27, 2021, AND DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH A MODIFIED 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, this City Commission declared the necessity for the City to proceed with the proposed CDBG FY21 Demolition Project #2 by Resolution No. 041-21R, passed on September 27, 2021; and

WHEREAS, the original CDBG FY21 Demolition Project #2 involved asbestos abatement and demolition of six (6) residential structures 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, subsequent to approval of the Resolution and prior to advertising, the residential unit located at 308 Hendry Street was removed from the demolition list and a residential structure located at 1416 Sagamore Street was condemned and ordered for demolition by the City; and

WHEREAS, the modified CDBG FY21 Demolition Project #2 involves the asbestos abatement and demolition of six (6) residential structures which are vacant and blighted and ordered for demolition by the City or the Housing Appeals Board and are located at 213 Reese Street, 1029 Fifth Street (garage only), 1506 Lindsley Street (garage only), 602 Harrison Street, 923 Ogontz Street, and 1416 Sagamore 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 private 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 modified CDBG FY21 Demolition Project #2.

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

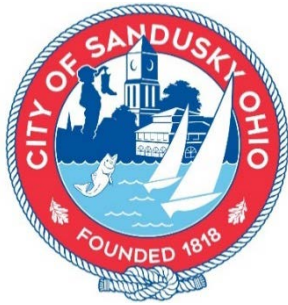
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: January 10, 2022



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 Administrator
Date: December 29th, 2021
Subject: Commission Agenda Item – Housing Revolving Loan Fund Administration Agreement

Item for Consideration: Legislation for the approval of the Housing Revolving Loan Fund Administration Agreement between the City of Sandusky and State of Ohio Department of Development.

Background Information: This agreement is required by the State of Ohio as a result of the City's past and current Community Housing Impact & Preservation (CHIP) Grant funds. CHIP funds originate federally as HOME Program dollars, which the state distributes to communities through the CHIP Program. The agreement sets accounting and use requirements on the CHIP funds that the City has received through repayment of the CHIP Housing Program loans. The agreement is effective for a four-year period, beginning on January 1, 2022. This agreement must be renewed every four years. Failure to execute this agreement may result in the state recapturing the RLF dollars.

Budgetary Information: There is no expenditure related to this item and there will be no impact on the General Fund.

Action Requested: It is requested that proper legislation be prepared authorizing the execution of the Housing Revolving Loan Fund Administration Agreement with the State of Ohio Department of Development. 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 Agreement and submit to the State by the deadline of January 31, 2022.

I concur with this recommendation:

Nicole Grohe, Community Development Program Administrator

I concur with this recommendation:

Jonathan Holody
Community Development Director

Eric Wobser
City Manager

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Clerk of City Commission

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF DEVELOPMENT FOR THE PERIOD OF JANUARY 1, 2022, THROUGH DECEMBER 31, 2026; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio, Department of Development, through its Office of Community Development (OCD), administers the federal Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program for the State of Ohio; and

WHEREAS, the City of Sandusky has been determined to be an eligible recipient of CDBG and/or HOME funds and has been awarded CDBG and/or HOME funds from the State of Ohio for use to finance eligible activities that may generate Program Income as defined in the Housing Revolving Loan Fund Administration Agreement ("Agreement"), a copy of which is attached as Exhibit "A"; and

WHEREAS, the Revolving Loan Fund (RLF) is a separate fund established for the purpose of accounting for Housing Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund for the continued use in carrying out the same activities; and

WHEREAS, this proposed agreement is effective for the period beginning on January 1, 2022, and terminating on December 31, 2026; 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 expedite the execution of the Agreement and return to the State of Ohio, Department of Development, Office of Community Development, by the deadline of January 31, 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. The City Manager is hereby authorized and directed to enter into a Housing Revolving Loan Fund Administration Agreement with the State of

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

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

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

Section 4. That for the reasons set forth in the preamble hereto, this 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.

PRESIDENT OF THE CITY COMMISSION

ATTEST: _____

CATHLEEN A. MYERS

CLERK OF THE CITY COMMISSION

Passed: January 10, 2022

Housing Revolving Loan Fund Administration Agreement

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the Ohio Department of Development (the "Grantor") and **Sandusky, City of** (the "Grantee") for the period beginning **January 1, 2022** (the "Effective Date") and ending **December 31, 2026** (the "Termination Date").

Background Information

- A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.
- B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.
- C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of:
 1. improving the affordable housing stock; and
 2. providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.
- D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.
- E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Statement of the Agreement

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.
2. **Definitions.**

- a. Housing Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Housing Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.
 - b. Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.
3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All Housing Program Income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.
4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.
5. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.
6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.
7. **Subrecipient Agreements.** Except under circumstances subject to OCD Program Policy [20-04, Use of Subrecipients for Public Services Activities](#), Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.
8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of

Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.
10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).
11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Housing Program Income.
 - a. **Use of Housing Program Income in association with an active Community Housing Impact and Preservation (CHIP) Program Grant.**
 - i. If Grantee is the responsible entity for an active CHIP grant and Grantee uses its Housing Program Income to assist a CHIP-funded activity, the environmental procedures associated with the CHIP grant shall fulfill the environmental requirements for the Housing Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Housing Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income.
 - ii. If Grantee is a partnering jurisdiction committing Housing Program Income to an active CHIP Program partnership, Grantee must prepare environmental review records, publish applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for each activity assisted with Housing Program Income. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.
 - b. **Use of Housing Program Income independent of a Community Housing Impact and Preservation (CHIP) Program Grant.** If Grantee uses Housing Program Income independent of an active CHIP-funded activity, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental

Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

- c. Additional guidance can be found at <https://development.force.com/OCDTA/s/article/Community-Housing-Impact-and-Preservation-CHIP-Program-Environmental-Review-Requirements-for-Utilizing-Partner-Program-Income>

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.
13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.
14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least five (5) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.
15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single

audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
18. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 176.05 and 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully

reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 21, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. **Termination.**

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
- i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
- b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared

pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
24. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
25. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
26. **Adherence to State and Federal Laws, Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
27. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
28. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.
29. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.
30. **Miscellaneous.**
- a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- c. Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
- Ohio Department of Development
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief
- ii. In the case of Grantee, to:
- Sandusky, City of
222 Meigs Street, Sandusky
OH 44870-2835
- f. Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02 (the “Expense Rule”), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.

EXHIBIT "A"

Signature

Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures.

Grantee:

Sandusky, City of

Grantor:

State of Ohio
Ohio Department of Development
Lydia L. Mihalik, Director

Authorized Official

By

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT "A"

ORDINANCE NO. _____

AN ORDINANCE MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in accordance with Section 14 of the City Charter, an Ordinance appropriating money may be passed as an emergency; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the 2022 budget to allow the financial transactions of the City to be posted and kept up-to-date in the accounting system 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 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. There shall be and hereby are appropriated out of any funds now in the treasury and any accruing revenues of the City available for said purposes, the values set forth below for the payment of all expenses and obligations of the City during fiscal year 2022, for the various purposes hereinafter specified.

Section 2. The amounts appropriated for the various purposes hereinafter set forth shall, in no event, be exceeded unless the City Commission shall by Ordinance authorize a transfer from one appropriation account to another, or shall appropriate additional unappropriated funds:

<u>DEPARTMENT</u>	<u>BUDGET</u>
1010. POLICE DEPARTMENT	
Personnel	4,209,725
Other	408,350
Total 1010. POLICE DEPARTMENT	4,618,075
1020. POLICE RECORDS	
Personnel	143,420

Other	157,150
Total 1020. POLICE RECORDS	300,570
 1030. POLICE-RESERVE	
Personnel	102,400
Other	3,700
Total 1030. POLICE-RESERVE	106,100
 1310. FIRE	
Personnel	4,539,645
Other	384,100
Total 1310. FIRE	4,923,745
 1610. STREET LIGHTING CONTRACT	
Other	270,000
Total 1610. STREET LIGHTING CONTRACT	270,000
 2600. OAKLAND CEMETERY DEPT	
Personnel	250,300
Other	76,375
Total 2600. OAKLAND CEMETERY DEPT	326,675
 4010. CODE ENFORCEMENT	
Personnel	116,290
Other	73,600
Total 4010. CODE ENFORCEMENT	189,890
 4070. CITY WIDE ECON DEVELOPMNT	
Personnel	454,970
Other	47,450
Total 4070. CITY WIDE ECON DEVELOPMNT	502,420
 4090. COM DEV-BUILDING DIV	
Personnel	321,675
Other	54,472
Total 4090. COM DEV-BUILDING DIV	376,147
 4850. HORTICULTURAL SRV	
Personnel	1,067,555
Other	426,750
Total 4850. HORTICULTURAL SRV	1,494,305
 6860. JACKSON ST PIER	
Other	67,665
Total 6860. JACKSON ST PIER	67,665

7020. CITY MANAGER DEPARTMENT

Personnel	361,040
Other	91,900
Total 7020. CITY MANAGER DEPARTMENT	452,940

7030. ADMINISTRATIVE SERVICES

Personnel	88,710
Other	14,545
Total 7030. ADMINISTRATIVE SERVICES	103,255

7060. FINANCE DEPT

Personnel	126,275
Other	4,380
Total 7060. FINANCE DEPT	130,655

7070. INCOME TAX DEPT

Other	384,000
Total 7070. INCOME TAX DEPT	384,000

7080. DATA PROCESSING CENTER

Personnel	143,820
Other	402,733
Total 7080. DATA PROCESSING CENTER	546,553

7100. LAW DEPT

Personnel	245,170
Other	23,440
Total 7100. LAW DEPT	268,610

7200. CITY COMMISSION

Personnel	43,975
Other	6,102
Total 7200. CITY COMMISSION	50,077

7210. CITY COMMISSION CLK

Personnel	36,025
Other	813
Total 7210. CITY COMMISSION CLK	36,838

7250. MUNICIPAL COURT

Personnel	1,045,200
Other	76,800
Total 7250. MUNICIPAL COURT	1,122,000

7550. BUILDING MAINTENANCE

Personnel	208,880
Other	446,700

Total 7550. BUILDING MAINTENANCE 655,580

7600. ENGINEERING

Personnel 291,720

Other 33,267

Total 7600. ENGINEERING 324,987

7750. FLEET MAINTENANCE

Personnel 218,845

Other 127,500

Total 7750. FLEET MAINTENANCE 346,345

7900. ADMINISTRATIVE SUPPORT

Other 894,334

Transfer: Public Transit Fund 450,000

Transfer: Park & Recreation Fund 250,000

Transfer: Capital Public Art 48,000

Transfer: Capital Programming 145,000

Transfer: Capital Public Works Fund 3,300,000

Transfer: Capital Housing 400,000

Transfer: Capital Economic Development 500,000

Transfer: Bond Retirement Fund 100,000

Transfer: Fire Pension Fund 725,555

Transfer: Police Pension Fund 535,000

Transfer: Payroll Stabilization Fund 95,000

Total 7900. ADMINISTRATIVE SUPPORT 7,442,889

General Fund Personnel Total 14,015,640

General Fund Other Total 11,024,681

General Fund Total 25,040,321

216 STREET MTC & REPAIR

Personnel 979,880

Other 684,900

Total 216 STREET MTC & REPAIR 1,664,780

217 ST HIGHWAY

Personnel 50,000

Other 42,000

Total 217 ST HIGHWAY 92,000

218 TRANSIT

Personnel 135,100

Other 1,925,500

Total 218 TRANSIT 2,060,600

227 PARKS & RECREATION

Personnel 329,426

Other	344,500
Total 227 PARKS & RECREATION	673,926
236 FIRE PENSION TRANS	
Personnel	852,000
Other	49,210
Total 236 FIRE PENSION TRANS	901,210
237 POLICE PENSION TRANS	
Personnel	645,600
Other	37,065
Total 237 POLICE PENSION TRANS	682,665
239 STATE GRANTS	
Other	50,000
Total 239 STATE GRANTS	50,000
240 CORONAVIRUS RELIEF FUND	
Personnel	530,700
Other	8,000,000
Total 240 CORONAVIRUS RELIEF FUND (CRF) HB 481	8,530,700
241 FEDERAL GRANTS	
Personnel	202,600
Other	552,500
Total 241 FEDERAL GRANTS	755,100
242 INDIGENT DRIVER ALCOHOL	
Other	5,000
Total 242 INDIGENT DRIVER ALCOHOL	5,000
244 COURT COMPUTERIZATION	
Personnel	10,450
Other	36,000
Total 244 COURT COMPUTERIZATION	46,450
245 INDIGENT TELEPHONE	
Other	8,000
Total 245 INDIGENT TELEPHONE	8,000
246 MUNICIPAL PROBATION	
Personnel	46,500
Other	7,000
Total 246 MUNICIPAL PROBATION	53,500
247 PAYROLL STABILIZATION FUND	
Personnel	382,000

Total 247 PAYROLL STABILIZATION FUND	382,000
248 REAL ESTATE DEV FUND	
Other	263,700
Total 248 REAL ESTATE DEV FUND	263,700
430 CAPITAL IMPROVEMENT	
Other	665,000
Total 430 CAPITAL IMPROVEMENT	665,000
431 CAPITAL PROJECTS	
Personnel	148,050
Other	12,773,650
Total 431 CAPITAL PROJECTS	12,921,700
433 SPECIAL ASSESSMENT	
Personnel	375,450
Other	56,700
Total 433 SPECIAL ASSESSMENT	432,150
434 GEN BOND RETIRE	
Other	1,183,400
Total 434 GEN BOND RETIRE	1,183,400
435 URBAN RENEWAL DEBT RETIRE	
Other	606,750
Total 435 URBAN RENEWAL DEBT RETIRE	606,750
436 CENTRAL PUBLIC IMP TIF	
Other	80,000
Total 436 CENTRAL PUBLIC IMP TIF	80,000
437 CLEVELAND RD PUBLIC IMP TIF	
Other	594,750
Total 437 CLEVELAND RD PUBLIC IMP TIF	594,750
535 SP ASMNT BOND RETIRE	
Other	215,713
Total 535 SP ASMNT BOND RETIRE	215,713
612 WATER	
Personnel	3,718,910
Other	5,035,959
Total 612 WATER	8,754,869

613 SEWER		
Personnel		3,950,670
Other		6,676,946
Total 613 SEWER		10,627,616
 701 HEALTH INSURANCE FUND		
Other		4,300,000
Total 701 HEALTH INSURANCE FUND		4,300,000
 863 GENERAL TRUST		
Other		116,785
Total 863 GENERAL TRUST		116,785
 873 PARK ENDOWMENT		
Other		20,500
Total 873 PARK ENDOWMENT		20,500
 876 CEMETERY ENDOW		
Other		35,000
Total 876 CEMETERY ENDOW		35,000
 880 & 881 TRUST & AGENCY		
Other		10,000
Total 880 STATE PATROL TRANSFER		10,000
 888 SP ASSESSMENTS- NON-CITY		
Other		30,000
Total 888 SP ASSESSMENTS- NON-CITY		30,000
 Personnel Total		 26,372,976
Other Total		55,431,209
TOTAL ALL FUNDS		81,804,185

Section 3. 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 4. 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.

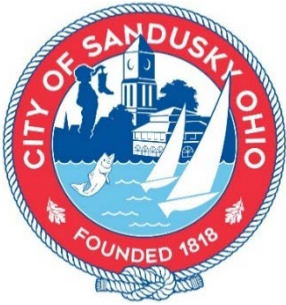
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and any of its committees that resulted 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 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.

PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: January 10, 2022



DEPARTMENT OF PUBLIC WORKS

Wastewater Treatment Plant

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, Director

Date: December 29, 2021

Subject: **Commission Agenda Item – WWTP Emergency Back-up Generator Repair**

ITEM FOR CONSIDERATION: Legislation for permission to bid the emergency repair of the 750 KW back-up generator that serves the ultraviolet disinfection process, the effluent pumps, a control panel, and one process gate at the Wastewater Treatment Plant (WWTP).

BACKGROUND INFORMATION: On September 1, the existing 1998 standby generator that operates the 36 MGD ultraviolet disinfection system, two effluent pumps, a 120-volt control panel, and a process gate at the wastewater treatment plant became inoperable as the engine on the unit was damaged due to a leak of engine coolant into the crankcase. The processes were still in normal operation on the main power supply and permit requirements have continuously been met. A temporary standby rental unit was procured with approval from City Commission in September as a power outage would have resulted in a health and safety emergency along with expensive permit violations. The rental unit remained operational from Thursday, September 9th through the end of the disinfection season; it was returned on December 7.

Over the past several months, staff has been evaluating four options for corrective action. The first was to design a project to rebuild the existing unit. The second was to procure a new unit that was sitting on the shelf at the manufacturer. The third was to incorporate a new unit as part of the ongoing Mills Street High Rate Treatment design project. The fourth was to design and procure a new generator that would be specific to the City's needs.

Working with an electrical engineer, the existing unit on the manufacturer's shelf, the second option above, did not meet the needs of the City's treatment process as it was not compatible or large enough for existing systems. The timing of third option would have been extremely costly as it would have required temporary rental for 18 months and upgrading the UV system will not be necessary for that project. The final decision between options 1 and 4 above came down to cost, reliability, and timing. Option 4 requires project design, bidding, purchase, and installation which could last over 12 months meaning that the \$15,000 per month rental unit would have to be added to the project. The cost of the new unit was several hundred thousand more than the rebuilt unit and adding this to the project sum made it unreasonable.

Along with the recommendation of the electrical engineer, staff is recommending option 1. Bid documents were completed in a timely manner and the project can be bid in January giving the best opportunity to have the standby unit back in place by mid-May, which is when the disinfection season starts back up at the WWTP. The contractor will have to transport the unit to their shop to perform a complete inspection of the engine and all of the associated parts. They will have to procure replacement parts and repair all damage prior to reinstalling and reconnecting the unit. There may still be a requirement for renting a standby unit if parts cannot be obtained in time. The project includes a one-year warranty on all work.

BUDGETARY INFORMATION: The estimated cost for removal, transport to the repair facility, equipment, labor, transport back to the wastewater plant, reinstallation, and potential rental is \$447,000.00 and will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that legislation be approved for permission to bid the emergency repair of the 750 KW generator for the Wastewater Treatment Plant (WWTP) under suspension of the rules and in full accordance with Section 14 of the City Charter to provide the best opportunity to have the backup generator operational and back in service prior to the disinfection season.

I concur with this recommendation:

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: WWTP Generator Repair Project

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 # 613-5570-55990

By: _____



Michelle Reeder

Finance Director

Dated: 1/4/2022

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED WASTEWATER TREATMENT PLANT (WWTP) EMERGENCY BACK-UP GENERATOR REPAIR 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, on September 1, the existing 1998 standby generator that operates the 36 MGD ultraviolet disinfection system, two effluent pumps, a 120-volt control panel, and a process gate at the wastewater treatment plant became inoperable as the engine on the unit was damaged due to a leak of engine coolant into the crankcase and subsequently a temporary standby rental unit was procured as a power outage would have resulted in a health and safety emergency along with expensive permit violations and this rental unit remained operational through the end of the disinfection season; and

WHEREAS, over the past several months City staff has been evaluating options for corrective action and has determined that rebuilding the existing backup generator is the best option to have the unit back in place by mid-May, which is the start of the disinfection season at the WWTP; and

WHEREAS, the proposed WWTP Emergency Back-up Generator Repair Project involves the rebuild of the back-up generator and includes transporting the unit to a repair facility for complete inspection of the engine and associated parts, procuring replacements parts and repairing all damage prior to reinstallation and reconnection and also includes a one-year warranty on all work; and

WHEREAS, the estimated cost of the project for removal, transport, equipment, labor, transport, reinstallation, and potential rental is \$447,000.00 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 provide the best opportunity to have the backup generator operation and back in service at the WWTP prior to the disinfection season in mid-May; 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 WWTP Emergency Back-up Generator Repair 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 WWTP Emergency Back-up Generator Repair 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 WWTP Emergency Back-up Generator Repair 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.

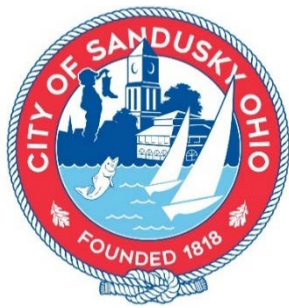
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: January 10, 2022



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: December 29, 2021

Subject: **Commission Agenda Item – Permission to Bid the Meigs Street Reconstruction & Multi-Use Path, PID 105033 Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the Meigs Street Reconstruction & Multi-Use Path project.

BACKGROUND INFORMATION: In early 2016, City Commission approved legislation (Resolution No. 056-16R) allowing City Staff to apply for and receive funds through the Federal Highway Administration (FHWA), administered by the Ohio Department of Transportation (ODOT) for the Meigs Street Reconstruction & Multi-Use Path project. City staff then contracted with the Mannik Smith Group for the design for the project.

Final project design and development consists of full depth reconstruction of *Meigs Street between Washington and Water Streets*, this includes new asphalt roadway, curb replacement, drive approaches, water line replacement, installation of a dedicated Storm sewer to help with reducing combined sewer overflows and several water quality features to help reduce runoff volume and control sediment. In addition, *Meigs Street from Washington to First Streets* will see roadway resurfacing, as well as a new 10' asphalt multi-use path along the *East side of Meigs Street from Water to Sycamore Streets*, the multi-use path will replace the sidewalk on this side of the roadway. There will be ADA upgrades to sidewalks at intersection ramps, as well as, sporadic sidewalk replacement on the West side of the street. All current Sandusky Transit stops will remain, with the minor relocation of the stop located in front of the Municipal Court/Police Station shifting slightly to the South to allow for parallel parking in this area.

The completion date for this project has been set for September, 2022, careful coordination with the contractor will be crucial as construction activity will take place during the summer months, so leaving access to all businesses in this area will be a top priority. City Staff will work closely with all stakeholders in this area to keep an open line of communication throughout construction.

The City will seek a consultant for inspection services due to the ODOT requirements on this project and the planned concurrent inspection workload for staff on other larger-scale 2022 Capital Projects. That legislation will be forthcoming.

BUDGETARY INFORMATION: The engineer's estimate for the construction costs is \$1,879,481.27, which is estimated to be split between the following:

Fund	Amount
Federal / ODOT	\$ 755,418.07
City Water	\$ 415,785.00
City Sewer	\$ 476,101.50
City Issue 8	\$ 232,176.70
TOTAL: \$ 1,879,481.27	

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the Meigs Street Reconstruction & Multi-Use Path project under suspension of the rules and in accordance with Section 14 of the City in order to meet the ODOT District 3 deadline of the City receiving bids in February 2022.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

CERTIFICATE OF FUNDS

In the Matter of: Meigs Street Reconstruction Project

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

Account # 431, 612, 613

By: 

Michelle Reeder

Finance Director

Dated: 1/4/2022

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED MEIGS STREET RECONSTRUCTION & MULTI-USE PATH 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, Meigs Street is a highly used collector roadway in poor condition and the Meigs Street Reconstruction & Multi-Use Path Project will provide for full depth reconstruction of Meigs Street between Water Street and Washington Street, including new asphalt roadway, curb replacement, drive approaches, water line replacement, installation of a dedicated Storm sewer to assist in reducing combined sewer overflows and several water quality features to assist in reducing runoff volume and control sediment; and

WHEREAS, additionally, the project will provide for roadway resurfacing on Meigs Street from Washington Street to First Street, a new 10’ asphalt multi-use path along the east side of Meigs Street from Water Street to Sycamore Street, ADA upgrades to sidewalks at intersection ramps, as well as, sporadic sidewalk replacement on the west side of the street; and

WHEREAS, the City Commission approved the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance for the Meigs Street Reconstruction & Multi-Use Path Project and, if awarded, approving an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation by Resolution No. 056-16R, passed on September 26, 2016; and

WHEREAS, the City Commission approved agreements 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; Ordinance No. 19-149, passed on August 26, 2019, Ordinance No. 20-129, passed on August 24, 2020, and Ordinance No. 21-144, passed on September 27, 2021; and

WHEREAS, the construction cost of the project is \$1,879,481.27 and will be paid as follows:

Fund	Amount
Federal / ODOT	\$ 755,418.07
City Water	\$ 415,785.00
City Sewer	\$ 476,101.50
City Issue 8	\$ 232,176.70
TOTAL: \$ 1,879,481.27	

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 be able to receive bids by the deadline of February 2022 as required the Ohio Department of Transportation; 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 Meigs Street Reconstruction & Multi-Use Path Project (PID #105033), 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 Meigs Street Reconstruction & Multi-Use Path 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 Meigs Street Reconstruction & Multi-Use Path 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

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adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

PRESIDENT OF THE CITY COMMISSION

ATTEST: _____

CATHLEEN A. MYERS

CLERK OF THE CITY COMMISSION

Passed: January 10, 2022