



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
SEPTEMBER 12, 2022 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dave Waddington
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	S. Poggiali, D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray, D. Brady
APPROVAL OF MINUTES	August 22, 2022
AUDIENCE	
PARTICIPATION	Susan Weber Zeier, PACT ACT
PROCLAMATION:	
COMMUNICATIONS	Motion to accept all communications submitted below
PRESENTATION:	Sandusky Bay Pathway & The Landing Update, Michelle Johnson, EDG
CURRENT BUSINESS	
CONSENT AGENDA ITEMS	

ITEM A – Submitted by Cathy Myers, Commission Clerk

LIQUOR PERMIT TRANSFER FOR SANDUSKY FOOD & WINE

Budgetary Information: There is no budgetary impact for this item.

Notice to Legislative Authority for a Transfer of Ownership of C1, C2, D6 Licenses from Neema M Patel and Diptiben K Patel, to: Neema Mitesh Patel, located at 303 Fremont Avenue.

ITEM B – Submitted by James Stacey, Transit Administrator

CONTRACT FOR TRANSPORTATION SERVICES WITH SERVING OUR SENIORS

Budgetary Information: STS will receive a monthly flat rate of \$17,620 from SOS for the length of the proposed contract to provide transportation services to existing Serving Our Seniors clients. This money collected will be used to offset the capital planning and operating expenses through the Ohio Department of Transportation (ODOT).

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 Serving Our Seniors (SOS) for the period of October 1, 2022, through September 30, 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by James Stacey, Transit Administrator

VEHICLE LEASE AGREEMENT WITH SERVING OUR SENIORS

Budgetary Information: There is no additional cost associated with this legislation. It is intended to cooperatively plan for the future of transit services in Sandusky, Erie County political subdivisions and Local Agencies.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a lease with Serving Our Seniors (SOS) for the purpose of leasing six (6) transit vehicles for the use by the Sandusky Transit System for the period of October 1, 2022, through September 30, 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Michelle Reeder, Finance Director

2023 TAX BUDGET

Budgetary Information: The City is required to accept the tax rates as determined by the Erie County Budget Commission before October 1, 2022. This approval establishes funding for 2023.

RESOLUTION NO. _____: It is requested a resolution be passed accepting the amounts and rates as determined by the Erie County Budget Commission for fiscal year commencing on January 1, 2023; authorizing the necessary tax levies and certifying them to the County Auditor; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Michelle Reeder, Finance Director

2022 APPROPRIATION AMENDMENT #4

Budgetary Information: Appropriation amendments are required to update the 2022 budget. Amendments included for these funds:

- General Fund
- Transit Fund
- Park & Recreation Fund
- Federal Grants Fund
- Urban Renewal Bond
- Bond Retirement Fund
- Special Assessments Non-City

- Sewer Fund
- Capital Projects Fund

ORDINANCE NO. _____: It is requested an ordinance be passed adopting Amendment No. 4 to Ordinance No. 22-004 passed by this City Commission on January 10, 2022, making general appropriations for the fiscal year 2022; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Michelle Reeder, Finance Director

SUBMERGED LAND LEASE PAYMENT FOR SANDUSKY SAILING CLUB

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

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to make payment to the Ohio Department of Natural Resources (ODNR), Office of Coastal Management for rental payment on Submerged Lands Lease file No. SUB-0530-ER for the period of September 1, 2022, through August 31, 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by Nicole Grohe, CDBG Program Administrator

CDBG SUBRECIPIENT AGREEMENT WITH CARE AND SHARE MY CHOICE BOX PROGRAM

Budgetary Information: The City of Sandusky will award Care and Share Inc. of Erie County a total of \$5,327.60 for the My Choice Box Program for CDBG CV Program Year FY2020. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a subrecipient agreement with Care and Share Inc. of Erie County to assist with the My Choice Box Program and to expend an amount not to exceed \$5,327.60 from the FY2020 Community Development Block Grant (CDBG-CV) Funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM H – Submitted by Nicole Grohe, CDBG Program Administrator

CDBG SUBRECIPIENT AGREEMENT WITH FATHER’S HEART FAMILY CHURCH FOOD PANTRY PROGRAM

Budgetary Information: The City of Sandusky will award Father’s Heart Family Church a total of \$8,223 for the Food Pantry Program for CDBG CV Program Year FY2020. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a subrecipient agreement with the Father’s Heart Family Church to assist with supplying food for their Food Pantry Program and to expend an amount not to exceed \$8,223.00 from the FY2020 Community Development Block Grant (CDBG-CV) Funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM I – Submitted by Nicole Grohe, CDBG Program Administrator

CDBG SUBRECIPIENT AGREEMENT WITH FATHER’S HEART FAMILY CHURCH AFTER SCHOOL PROGRAM

Budgetary Information: The City of Sandusky will award Father’s Heart Family Church a total of \$10,000 for the Youth Food Pantry Program for CDBG CV Program Year FY2020. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a subrecipient agreement with the Father’s Heart Family Church to assist with supplying food for their Youth After School Care Program and to expend an amount not to exceed \$10,000.00 from the FY2020 Community Development Block Grant (CDBG-CV) Funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM J – Submitted by Mario D’Amico, Fire Chief

APPROVAL FOR FIRE DISPOSAL OF METAL LOCKERS

Budgetary Information: Funds received from the sale of the seven (7) metal lockers will be placed into the EMS Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of seven (7) metal lockers as having become unnecessary and unfit for City use pursuant to Section 25 of the City Charter; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM K – Submitted by Mario D’Amico, Fire Chief

AGREEMENT WITH STRYKER SALES FOR ANNUAL MAINTENANCE

Budgetary Information: The payment for the annual maintenance agreement is \$14,841.43 which will be paid from the 2023 EMS Fund in the year 2023.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Stryker Sales, LLC, of Chicago, Illinois, for the service and maintenance of Stryker equipment in the Fire Department; authorizing and directing payment to Stryker Sales, LLC, of Chicago,

Illinois, for the service and maintenance of Stryker equipment in the calendar year 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM L – Submitted by Jared Oliver, Police Chief

9-1-1 MAINTENANCE AGREEMENT PAYMENT

Budgetary Information: The total amount of this expenditure is \$16,311.75. The cost will be paid with funds from the Police Department’s 2022 Operating budget in the amount of \$8,155.88 and from the EMS Fund in the amount of \$8,155.87.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing payment for replacement and maintenance costs for calendar year 2023 pursuant to the 9-1-1 Agreement between the City of Sandusky and Erie County; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM M – Submitted by Jane Cullen, Assistant City Engineer

EASEMENT FOR COLUMBIA GAS

Budgetary Information: Columbia Gas of Ohio, Inc. will be responsible for recording fees associated with filing the Easement at the Erie County Recorder’s office. There will be no impact on the City’s budget to approve these easements.

ORDINANCE NO. _____: It is requested an ordinance be passed approving an agreement granting a permanent easement to Columbia Gas of Ohio, Inc., on real property for the purpose of replacing, reconnecting, and maintaining a gas line on Parcel No. 56-64013.000 located on Monroe Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM N – Submitted by Aaron Klein, Public Works Director

APPROVAL FOR U. S. DEPARTMENT OF TRANSPORTATION SAFE STREETS & ROADS GRANT

Budgetary Information: City staff is requesting grant funding of \$160,000 with a city match of \$40,000 that would be budgeted from capital projects funds for the applicable year.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the filing of a grant application with the U.S. Department of Transportation for financial assistance through the Safe Streets and Roads For All (SS4A) Grant Program for the development of a City-Wide Mobility Action Plan; 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 Nicole Grohe, CDBG Program Administrator

LEASE AGREEMENT WITH ERIE COUNTY HEALTH DEPARTMENT

Budgetary Information: The City will recoup its acquisition costs during the term of the lease. Since COVID Community Development Block Grant funds will be used to acquire the property, the lease payments will constitute CDBG Program Income, and therefore, must be reused for future community development activities.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a lease agreement with the Erie County Health Department for real property located at 3201 W. Monroe Street and identified as Parcel No. 59-01180.000; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Nicole Grohe, CDBG Program Administrator

PERMISSION TO BID CDBG FY21 DEMOLITION PROJECT #4

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. After receipt and review of bids, staff will present to City Commission a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition. The costs for the demolition and asbestos abatement will be paid with FY 21 Community Development Block Grant funds. All costs related to the demolition and asbestos abatement of the properties will be charged to the owners and assessed to the property.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed CDBG FY21 Demolition Project #4; 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 RE-BID PERKINS AVENUE WATERLINE REPLACEMENT & STREET RESURFACING PROJECT

Budgetary Information: The revised engineer’s estimate for the construction costs is \$5,257,777.18, including contingencies, which is estimated to be split between the following:

Fund	Amount
OPWC - grant	\$ 325,000.00
OPWC - loan (0%)	\$ 145,049.00
OWDA - loan (Water)	\$ 3,306,757.71
OWDA - loan (Sewer/STO)	\$ 534,334.87
Issue 8	\$ 946,635.60
TOTAL:	\$ 5,257,777.18

RESOLUTION NO. _____: It is requested a resolution be passed repealing Resolution No. 041-22R and declaring the necessity for the City to proceed with the proposed Perkins Avenue Waterline and Resurfacing Project; approving the revised 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 4 – Submitted by Aaron Klein, Public Works Director

PERMISSION TO AWARD THE SANDUSKY JUSTICE CENTER PROJECT

Budgetary Information: The total base bid plus alternates 2 and 3 shall not exceed \$10,623,800.00 with 40% (\$4,249,520) attributed to the Sandusky Municipal Court and 60% (\$6,374,280) attributed to the Sandusky Police Department. Staff anticipates issuing debt for this project with debt service payments being paid from Capital Projects and General Bond Retirement funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Mosser Construction, Inc., of Fremont, Ohio, for the Sandusky Justice Center Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.CityofSandusky.com/Live – Click “Play” 

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

2445754		STCK		EKDANTA LLC	
PERMIT NUMBER		TYPE		DBA SANDUSKY FOOD & WINE	
ISSUE DATE				1ST FL FRONT & BSMT	
12 14 2021				303 FREMONT AVE	
FILING DATE				SANDUSKY OH 44870	
C1 C2 D6		PERMIT CLASSES			
22 077 B		F28086			
TAX DISTRICT		RECEIPT NO.			

FROM 08/12/2022

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



MAILED 08/12/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

09/12/2022

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

B STCK 2445754

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

**CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870**

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

Ohio Department of Commerce - Division of Liquor Control
6606 Tussing Road, Reynoldsburg, Ohio 43068-9005
<http://www.com.ohio.gov/liqr>

244574



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

CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING

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

Permit Holder Name:

EKDANTA LLC

Permit Premises Address:

DBA: SANDUSKY FOOD & WINE

Liquor Permit Number(s):

2445754

Federal Tax ID Number:

83-2674787

303 FREMONT AVE

SANDUSKY, OH. 44870

Email

Address:

EKDANTA LLC@GMAIL.COM

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

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

PLEASE COMPLETE ALL AREAS OF SECTION A & B BELOW

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

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1) NEEMA M PATEL	[REDACTED]	CEO	<input checked="" type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest <u>5</u> %	06/21/1975
2) DIPTIBEN K PATEL	[REDACTED]	President	<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest <u>95</u> %	01/13/1969
3) _____			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
4) _____			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	

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

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1) NEEMA MITESH PATEL	[REDACTED]	CEO	<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest <u>100</u> %	06/21/1975
2) _____			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
3) _____			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
4) _____			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	

Cathy Myers

From: Jared Oliver
Sent: Friday, September 2, 2022 5:37 PM
To: Cathy Myers; Mario D'Amico; Jonathan Holody
Subject: RE: Liquor License Permit #2445754 STCK (transfer of LLC)

SPD has no issues with this transfer.



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



From: Cathy Myers <CommissionClerk@ci.sandusky.oh.us>
Sent: Monday, August 29, 2022 11:33 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: Liquor License Permit #2445754 STCK (transfer of LLC)

Please provide any comments for this Liquor Permit Transfer.

Ekdanta LLC
DBA Sandusky Food & Wine
1st Flr Front & Bsmt
303 Fremont Ave
Sandusky, OH 44870

Transfer From: Neema M Patel & Diptiben K Patel

Transfer To: Neema Mitesh Patel

Cathy Myers

From: Jonathan Holody
Sent: Monday, August 29, 2022 5:21 PM
To: Cathy Myers
Subject: RE: Liquor License Permit #2445754 STCK (transfer of LLC)

No objections from Community Development.



Jonathan Holody | Director
Department of Community Development
240 Columbus Avenue, Sandusky, OH 44870
T: 419.627.5707
E: jholody@ci.sandusky.oh.us
www.ci.sandusky.oh.us



From: Cathy Myers <CommissionClerk@ci.sandusky.oh.us>
Sent: Monday, August 29, 2022 11:33 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: Liquor License Permit #2445754 STCK (transfer of LLC)

Please provide any comments for this Liquor Permit Transfer.

Ekdanta LLC
DBA Sandusky Food & Wine
1st Flr Front & Bsmt
303 Fremont Ave
Sandusky, OH 44870

Transfer From: Neema M Patel & Diptiben K Patel

Transfer To: Neema Mitesh Patel



DEPARTMENT OF COMMUNITY DEVELOPMENT

Division of Transit

240 Columbus Ave
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: James A. Stacey III, Transit Administrator

DATE: August 23, 2022

SUBJECT: **Serving our Seniors Contract for Transportation Services**

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 / Sandusky Transit System and Serving Our Seniors.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) will provide safe, reliable, transportation services to Erie County older adults, to support their independent functioning while living independently for clients of Serving Our Seniors (SOS). These clients are transported on a daily schedule coordinated between STS and SOS. SOS is under the direction of Executive Director Sue Daugherty. In consideration for discounted transportation service, as provided within the contract, SOS shall lease to the City six (6) vehicles.

This contract will be in effect from October 1, 2022 until September 30, 2023. The contract will not exceed a total amount of \$211,440. The agreement also provides free trips for approved SOS clients on STS fixed route system in exchange for the leased vehicles.

STS will provide SOS with reports, training and information that were agreed upon in said proposed contract. SOS will be invoiced and billed on a monthly basis and be expected to pay in a timely manner. The money received from this contract will help meet the local match for all Ohio Department of Transportation (ODOT) Transit grants.

BUDGET IMPACT: STS will receive a monthly flat rate of \$17,620 from SOS for the length of the proposed contract to provide transportation services to existing Serving Our Seniors clients. This money collected will be used to offset the capital planning and operating expenses through the Ohio Department of Transportation (ODOT).

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a one (1) year contract for transportation services with Serving Our Seniors. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date on October 1, 2022, and to continue providing transportation services to Serving Our Seniors.

James A. Stacey III

Transit 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 AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND SERVING OUR SENIORS (SOS) FOR THE PERIOD OF OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Serving Our Seniors (SOS) is a private non-profit corporation that sponsors transportation services for the benefit of senior citizens, who are living independently in Erie County, age sixty (60) and older, using public transportation services provided by the Sandusky Transit System; and

WHEREAS, the City through its public transit system, agrees to provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been verified by SOS as not being a resident of an assisted living facility, nursing home, skilled nursing facility, or a consumer of an adult day care center for a monthly flat fee; and

WHEREAS, SOS owns six (6) vehicles that it desires to lease to the City, at a cost of \$0.00/month per vehicle, in consideration for the provision of free public transportation services on Fixed Routes for Erie County residents aged sixty-five (65) and over; and

WHEREAS, approval to enter into another Lease Agreement for these vehicles is being requested in companion legislation; and

WHEREAS, the City through its public transit system, agrees to provide transportation services on Fixed Routes at no cost to Erie County residents aged sixty-five (65) and over, registered with SOS and possess a valid pass issued by SOS in consideration of the lease for the six (6) vehicles from SOS; and

WHEREAS, the Sandusky Transit System will receive from SOS a monthly flat fee of \$17,620.00 for Demand Response transportation services for a total annual amount of \$211,440.00 for the period of October 1, 2022, through September 30, 2023; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Transportation Services Agreement prior to the commencing date on October 1, 2022, and to continue providing transportation services to Serving Our Seniors; 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 an Agreement with Serving Our Seniors for transportation services for the period from October 1, 2022, through September 30, 2023, substantially in the same form as reflected in Exhibit "1" 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022

**Agreement: Transportation Services
Serving Our Seniors
And the City of Sandusky**

This Agreement is made and entered into this ____ day of _____, 2022 by and between the City of Sandusky (City) / Sandusky Transit System (STS), 240 Columbus Avenue, Sandusky, Erie County, Ohio 44870, [City] and Serving Our Seniors, Inc., 310 E. Boalt Street, Sandusky, Erie County, Ohio 44870, [SOS], collectively the Parties, under the conditions agreed upon as enumerated below, for the provision of transportation services to Erie County residents aged sixty (60) and over:

WHEREAS, SOS is a private non-profit corporation that sponsors transportation services for the benefit of senior citizens, who are living independently in Erie County, age sixty (60) and older, using public transportation services provided by the Sandusky Transit System;

WHEREAS, "Demand Response System" is defined by the Federal Transit Administration as any non-fixed route system of transporting individuals that requires advanced scheduling including services provided by public entities, non-profits, and private providers. An advance request for service is a key characteristic of demand response service;

WHEREAS, the City operates the Sandusky Transit System (STS) which provides public transportation within certain areas of Erie County, Ohio;

WHEREAS, the City through its public transit system, agrees to provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been verified by SOS as *not* being a resident of an assisted living facility, nursing home, skilled nursing facility, or a consumer of an adult day care center (Eligible Seniors) for a monthly flat fee;

WHEREAS, the City through its public transit system, agrees to provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been registered and verified by SOS, as being unable to afford the \$1.50 rate for a one-way trip; and possess a valid pass (SOS **Reduced Rate** Pass Holders) permitting the Eligible Senior to pay the rate of .50 cents per one-way trip.

WHEREAS, SOS owns six (6) vehicles that it desires to lease to the City, at a lease cost of \$0.00/month per vehicle, in consideration of the City providing free public transportation services on Fixed Routes to eligible Erie County residents aged sixty-five (65) and over;

WHEREAS, in consideration of the leasing of six (6) vehicles from SOS, the City through its public transit system, agrees to provide transportation services on Fixed Routes at no cost to Erie County residents age sixty-five (65) and over, registered with SOS and possess a valid pass issued by SOS (SOS **Fixed Route** Pass Holders), except for those days and times on which services are not provided, as enumerated below.

NOW, THEREFORE, the parties agree as follows:

The City through its public transit system (STS), shall provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been verified as being eligible by SOS (Eligible Seniors). SOS agrees to pay a monthly flat fee of Seventeen Thousand Six Hundred Twenty and 00/100 Dollars (\$17,620.00), for a total annual amount not to exceed Two Hundred Eleven Thousand Four Hundred Forty and 00/100 Dollars (\$211,440.00).

In consideration for the provision of discounted demand response transportation services to Eligible Seniors and free transportation services on the Fixed Routes to those eligible residents as defined above, and for no other consideration whatsoever, the parties hereby agree that SOS shall lease to the City six (6) vehicles at a lease cost of \$0.00/month per vehicle.

1. The City responsibilities:

- a) The City shall operate and provide the highest quality transportation service possible and shall stress safety, respect for consumers, service quality, on-time performance, and comfort and convenience for all individuals transported by the City on the Sandusky Transit System.
- b) The City shall operate and provide escorted service to Eligible Seniors who have such a need, from the door of the building where the trip originates to the door of the building upon arriving at the destination of the one-way trip.
- c) The City shall provide Demand Response transportation services for Eligible Seniors within the Erie County service area and up to ten (10) miles in the Lorain County portion of Vermilion and Brownhelm Township, Ohio,

during its regular public transit service hours Monday thru Friday, excluding Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, and New Year's Day. The City shall provide door-to-door service upon request. The Demand Response Service Area Map is attached hereto and incorporated herein as Exhibit "A".

- d) The City shall provide transportation services on Fixed Routes at no cost to SOS Pass Holders during its regular public transit service hours or 6:00 AM to 10:00 PM Monday thru Saturday, excluding Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, and New Year's Day. The Fixed Routes Service Area Map is attached hereto and incorporated herein as Exhibit "A".
- e) The City shall operate as usual during inclement weather unless the Erie County Sheriff has declared a level 2 or 3 snow emergency.
- f) The City shall provide and maintain a telephone number for Eligible Seniors to make or cancel reservations for Demand Response transportation services.
- g) When scheduling rides for Demand Response transportation services, the City shall notify Eligible Seniors that they may be picked up fifteen (15) minutes prior to or after the scheduled pick up time.
- h) Eligible Seniors shall be able to schedule regularly occurring trips for Demand Response transportation services up to six (6) months in advance.
- i) Demand Response transportation services scheduled by Eligible Seniors up to forty-eight (48) hours in advance shall be guaranteed by the City, subject to acts of God, labor stoppages, and other unforeseen events that are outside the control of the City.
- j) The City shall submit a monthly invoice to SOS for Demand Response transportation services rendered to Eligible Seniors on or before the 10th day of each month in the amount of \$17,620.00. Each Eligible Senior is responsible to pay directly to the City/STS the discounted Eligible Senior Rate of \$1.50 per one-way trip, with the exception of those who are a pass holder of an SOS **Reduced Rate** Pass. Invoices shall include an alphabetical listing of each Eligible Senior, the origin and destination of each trip, and the total number of trips taken by each Eligible Senior for the month. SOS shall submit payment to the City within fifteen (15) days after receipt of the invoice.
- k) The City shall ensure that all Federal and State transportation laws and regulations applicable to public transportation are followed.

- l) The City shall provide SOS detailed reports and data on ridership from the records maintained by the City within 72 business hours of request by SOS.
- m) The City Transit Administrator shall act as the liaison for the Sandusky Transit System with SOS and shall attend scheduled meetings regarding behavior incidents, safety training and other topics as deemed appropriate by SOS.
- n) The City shall report incidents that involve the health and safety of one or more Eligible Seniors or SOS Pass Holders within twenty-four (24) hours of occurrence to SOS.

2. SOS Responsibilities:

- a) SOS shall supply the City with the name, date of birth, address, telephone number, and any special accommodations that may be necessary for each Eligible Senior and SOS Pass Holder permitted to utilize discounted transportation services provided by the Sandusky Transit System pursuant to the terms of this Agreement.
- b) SOS shall notify the Sandusky Transit Administrator within twenty-four (24) hours after an Eligible Senior or a SOS Pass Holder becomes ineligible to receive discounted transportation services provided by the Sandusky Transit System pursuant to the terms of this Agreement.
- c) The City has developed a Code of Conduct that all individuals shall follow while riding Sandusky Transit System vehicles. The Code of Conduct references unacceptable behavior while on the City's vehicles and the consequences of the unacceptable behaviors. The City shall make periodic updates to the Code of Conduct and inform SOS as to when the updates are complete and ready to be sent out to riders. Upon notification from the City, SOS shall notify Eligible Seniors and SOS Pass Holders regarding the Sandusky Transit System's Code of Conduct.
- d) The Executive Director of SOS shall be the liaison with the City and shall attend scheduled meetings regarding behavior incidents, safety training and other topics as deemed appropriate by the City.

3. Miscellaneous Provisions

- a) SOS shall be notified by the City as soon as practicable in the event of any accident or collision involving any of the vehicles. The driver of the vehicle involved in the collision shall make a detailed report as required by FTA regulations. A copy of the report shall be submitted to SOS upon completion.

- b) The City and SOS shall monitor the administration and execution of this Agreement and evaluate its effectiveness and shall work together to facilitate positive and open communication and trust between the Parties. It is acknowledged and agreed by the Parties that not all events and incidents can be anticipated or procedurally accounted for in this document. Issues shall be resolved on an individual basis via written communication between the City and SOS until mutual agreement is reached.
 - c) It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio and shall be interpreted in a manner consistent with the City Charter, Codified Ordinances of the City of Sandusky, SOS By-Laws and operational procedures of both SOS and the City.
 - d) This Agreement may be modified from time to time for any reason. Any modification of this Agreement shall be binding only if evidenced in writing, signed by the authorized representative of each party
4. The Americans with Disabilities Act does not require an entity to provide services to an individual who engages in violent, seriously disruptive, or illegal conduct. However, an entity shall not refuse to provide service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees, the entity, or other persons. If both Parties do not agree on a course of action regarding an incident, then the Parties shall seek the services of an impartial third party to mediate an agreed upon resolution (see Section 9).
5. Eligible Seniors shall be afforded the opportunity of a hearing in accordance with STS policies and procedures within thirty (30) days of any permanent or temporary suspension to show cause why the suspension should not be imposed. The individual shall be afforded a notice of the show cause hearing, including the type of suspension to be imposed and the events leading to such a suspension.
6. Term. This Agreement shall be in effect from October 1, 2022 until September 30, 2023.

7. Termination. This Agreement may be terminated by either party by giving sixty (60) days written notice of termination to the other party's authorized representative:

For the City:
City of Sandusky
c/o City Manager
240 Columbus Avenue
Sandusky, OH 44870

For SOS:
Serving Our Seniors
c/o Executive Director
310 E. Boalt Street
Sandusky, OH 44870

In the event that funding for the services provided in this Agreement is eliminated or decreased, each Party shall have a right to terminate or negotiate a modification of this Agreement, including but not limited to compensation. The City shall continue to provide transportation services until the effective date of termination, and SOS shall make payment in accordance with the payment provisions of this Agreement for the transportation services provided by the City prior to the effective date of termination.

8. Force Majeure. In the event the City is unable to provide transportation services because of acts of God, any acts of war, terrorism, unavoidable accident, labor strike or other labor dispute, fire, riot or civil commotion, government action or decree, and/or any other cause beyond the reasonable control of the party whose performance is affected, shall not be deemed a breach of this Agreement.
9. Arbitration. Any disagreement regarding stated provisions or required negotiations, or other provisions not specifically covered by this Agreement, and for which no mutual agreement can be reached, shall be settled by arbitration as follows:
- (a) The City shall select and appoint one (1) arbitrator and SOS shall select and appoint one (1) arbitrator.
 - (b) The two (2) appointed arbitrators shall select and appoint a third.
 - (c) All three (3) arbitrators shall be residents of Erie County, Ohio.
 - (d) The City and SOS shall agree to the settlement of differences as reached by a majority of the appointed arbitrators.
10. Neither party hereto is agent, employee or servant of the other, and this Agreement is made for the sole purpose of establishing the division of responsibilities between the City and SOS in connection with the provision of

transportation services and does not in any manner create a partnership between the parties hereto.

11. Entire Agreement. This Agreement supersedes all other oral and written agreements between the parties with respect to the services that are the subject of this Agreement and contains all of the covenants and agreements between the parties.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
13. Severability. If any of the terms of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
14. Amendment. This Agreement may be modified, changed, or amended with the written consent of both Parties.
15. This Agreement shall be passed by ordinance or resolution by both Parties and such ordinance or resolution or action of the respective City Commission of the City of Sandusky and Serving Our Seniors shall be herein attached and incorporated by reference as Exhibits "B" and "C".

Signature Pages to Follow

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year above first written.

In the presence of:

LESSOR: SERVING OUR SENIORS, INC.

Witness

Sparky Weilnau, President of the
Board of Trustees

Witness

David W. Brink, Treasurer of the
Board of Trustees

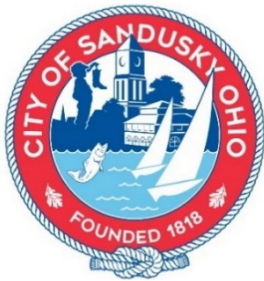
LESSEE: CITY OF SANDUSKY

Witness

Eric L. Wobser, City Manager

Approved as to Form:

Sarah S. Chiappone #0101179
Assistant Law Director
City of Sandusky



DEPARTMENT OF COMMUNITY DEVELOPMENT

Division of Transit

240 Columbus Ave
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: James A. Stacey III, Transit Administrator

DATE: August 23, 2023

SUBJECT: Serving our Seniors Vehicle Lease

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation to authorize the City Manager to enter into a Lease Agreement with Serving Our Seniors (SOS) for six (6) wheelchair accessible vehicles.

BACKGROUND INFORMATION: The City currently leases five (5) vehicles from SOS and this lease expires on September 30, 2022. The City and SOS desire to renew the lease agreement which included an additional vehicle for a total of (6) as are listed below: following vehicles:

- 2014 Ford E-350 1FDEE3FLOEDA72080
- 2017 Ford E-350 1FDEE3FS8HDC57411
- 2017 Ford E-350 1FDEE3FS3HDC57414
- 2017 Ford E-350 StarCraft 1FDEE3FS3HDC70874
- 2017 Ford E-350 StarCraft 1FDEE3FS2HDC70896
- 2022 Chrysler Voyager 2C4RC1CG6NR171684

STS would be leasing six (6) vehicles for fixed route, demand response and door-to-door service offered within the STS service area for the period of October 1, 2022 through September 30, 2023.

First Transit has agreed to provide normal preventative maintenance services and repair to the vehicles.

BUDGET IMPACT: There is no additional cost associated with this legislation. It is intended to cooperatively plan for the future of transit services in Sandusky, Erie County political subdivisions and Local Agencies.

ACTION REQUESTED: It is requested legislation be adopted by the City Commission to allow the City Manager to execute the lease agreement. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for the

Lease Agreement to be executed prior to the commencing date of October 1, 2022, and to allow the City to continue to utilize the vehicles for public transportation services.

James A. Stacey III
Transit 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 AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH SERVING OUR SENIORS (SOS) FOR THE PURPOSE OF LEASING SIX (6) TRANSIT VEHICLES FOR USE BY THE SANDUSKY TRANSIT SYSTEM FOR THE PERIOD OF OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City currently leases five (5) transit vehicles from SOS for the purpose of providing public transportation services in Erie County, Ohio, and these leases expired on September 30, 2022; and

WHEREAS, SOS has an additional transit vehicle and desires to lease to the City along with these five (5) transit vehicles for the purpose of providing public transportation services in Erie County, Ohio; and

WHEREAS, the City and SOS desire to enter into the Lease Agreement for a total of six (6) transit vehicles, at no cost to the City, for the period of October 1, 2022, through September 30, 2023, which termination date will coincide with the proposed Transportation Services Agreement requested for approval in companion legislation; 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 execute the Lease Agreement prior to the commencing date of October 1, 2022, and allow the City to continue to utilize the vehicles for public transportation services; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of 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 is authorized and directed to enter into a Lease Agreement with Serving Our Seniors (SOS) for the purpose of leasing six (6) transit vehicles for the period of October 1, 2022, through September 30, 2023, for use by the Sandusky Transit System, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are

approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022

LEASE AGREEMENT

This Agreement is made this _____ day of _____, 2022, by and between Serving Our Seniors, Inc., a private non-profit corporation located at 310 E. Boalt Street, Sandusky, Ohio 44870 (hereinafter referred to as Lessor) and the City of Sandusky (Sandusky Transit System), an Ohio Charter Municipal Corporation with offices at 240 Columbus Avenue, Sandusky, Erie County, Ohio 44870, (hereinafter referred to as Lessee) for complimentary public transportation services to Lessor.

WHEREAS, Lessor owns transit vehicles and desires to lease the vehicles to Lessee for the purpose of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio;

WHEREAS, Lessee desires to lease the transit vehicles from Lessor for the purposes of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio;

NOW THEREFORE, in consideration of the mutual covenants and considerations herein recited and contained, Lessor and Lessee for the purposes of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio, agree as follows:

1. **Lease.**

Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, subject to all the terms and conditions contained in this Lease, the following motor vehicle(s) (the "Equipment"):

Year	Make	Model	VIN	Agency ID
2014	Ford	E-350	1FDEE3FL0EDA72080	1401
2017	Ford	E-350	1FDEE3FS8HDC57411	1711
2017	Ford	E-350	1FDEE3FS3HDC57414	1712
2017	Ford	E-350 Starcraft	1FDEE3FS7HDC57416	1710
2017	Ford	E-350 Starcraft	1FDEE3FS2HDC70896	1714
2022	Chrysler	Voyager	2C4RC1CG6NR171684	2201

2. Title.

This Lease creates a lease only of the Equipment, and shall not be deemed to affect a sale of the Equipment or the creation of a security interest in favor of the Lessee in the Equipment. The Lessor shall remain at all times the sole owner of the Equipment, and nothing contained in this Lease, or the payment of rent or other amounts pursuant to this Lease, shall enable the Lessee to acquire any right, title, or other interest in the Equipment other than the leasehold interest described in this Lease.

Lien holders:

- A. The State of Ohio, who is the first lien holder up to the disposition of the vehicle.
- B. The Lessor.

3. Use of Equipment.

The purpose of the lease is to provide demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio and the services provided will not be duplicative of Lessor's general public transportation service. Lessee agrees to promote service as connecting to Lessor routes. Additionally, Lessee agrees to publish material (i.e. brochures) which promote connections to the Lessor.

4. Taxes; Other Charges, Permits.

Lessee shall pay all use taxes, personal property and other direct taxes (federal, state, and local charges and fees) related the public transportation services. Lessee will observe safety rules and other requirements of regulatory bodies and pay all fines due to overload, lack of plates, permits, speeding, etc. Lessor has the option to pay outstanding taxes, licensing, registrations, approvals, permit fees, fines or other charges. Lessee has thirty (30) days to pay Lessor after receipt of invoice related to any payments made by Lessor on behalf of Lessee. Any failure shall be deemed default under section 11. Default.

5. Maintenance and Repair.

Lessee shall pay all expenses (i.e. wages, fuel, oil, tires etc.) and to keep Equipment in a state of good repair. Lessee will provide appropriate facilities for Equipment including maintaining, cleaning, inspecting and storing Equipment and shall return the vehicle in operating order and same condition and state of good repair as date of delivery excluding normal wear and tear.

6. Insurances.

Lessee agrees to carry automobile insurance on the Equipment that is compliant with the Ohio Department of Transportation insurance requirements with a responsible insurance underwriter and as set forth below during the term of this Agreement:

General Liability:

\$500,000 per occurrence

\$300,000 bodily injury

\$50,000 property damage

Certificates:

The Lessee will provide Lessor with a certificate of insurance evidencing the required coverages and amounts. The policy of insurance cannot be modified without thirty (30) days' prior written notice to the Lessor.

7. Operators.

Lessee will provide sole control, supervision and responsibility for and over the operator or operators of the Equipment with competent licensed drivers, trained to Ohio Department of Transportation requirements.

8. Maintenance Records.

Lessee will maintain copies of all maintenance records including preventative maintenance (PM) checklists and work orders. Upon request from Lessor, the Lessee will provide records for required reporting to the Ohio Department of Transportation.

9. Monthly Ridership Reporting.

Lessee shall provide ridership records upon request throughout the terms of the Lease.

10. Return of Vehicles.

On expiration of the Lease term, or earlier termination of the Lease, the Lessee will return Equipment to the Lessor in same condition with reasonable wear and tear accepted and return the Equipment to Lessor to a mutually agreed upon location.

11. Default.

In the event the Lessee fails to perform any of the terms, obligations, conditions and covenants contained in this Lease and required by the Lessee, including any acts set forth in the Maintenance and Repair section above (Section 5), are cause for default and the Lessor may retake and retain the Equipment without due legal process. Including the right to enter property to repossess Equipment and all rights of lease will terminate immediately. Lessor has the right to hold personal property obtained in repossession and hold things of value in public storage at the expense of the Lessee.

Additionally, should the Lessee make any attempt to sell the property or otherwise create encumbrances or levies on the property, this will be deemed an immediate default and the Lessor shall have all rights of repossession as stated above.

12. Waiver.

Failure of Lessor to punctually exercise Lessor's rights in relation to breach of terms shall not be deemed a waiver of:

- such right or remedy;
- the requirement of punctual performance, or any subsequent breach or default on the part of the Lessee.

13. Term/Termination.

The term of this Lease shall commence on October 1, 2022, and terminate on September 30, 2023. This Lease may also be extended on a monthly basis upon the written approval of both parties.

Should the Lessee discontinue its specialized elderly and disabled services (or use public transportation services) or no longer have a desire to use the Equipment during the Lease period, the Lessee shall return the Equipment to the Lessor at address above set forth, in good operating order and in the same condition and state of good repair as at the date of the original delivery, ordinary wear and tear excepted.

Upon full compliance with terms of the Lease, the lease is terminated and neither party shall have any further right or obligations under this Lease. If Lessee is not in full compliance, the Lessor shall have the right to require full compliance with this Agreement notwithstanding the return of the Equipment. As to any partial return of Equipment the lease is still in full effect as to any unreturned property.

14. Accelerated Termination.

If at any time during the terms of this Lease, the Lessor is required to terminate this Lease by ODOT, the FTA, or any other federal agency having jurisdiction over the Lessor or the equipment, or any agency which provided funds or assistance in the Lessor's acquisition of the Equipment, then the Lessor shall have the right to terminate this Lease upon reasonable notice, and the Lessee shall have and bring no claim of any nature whatsoever against the Lessor as a result of such termination.

15. Warranties.

Lessor makes no warranties of any nature, whether expressed or implied, concerning the equipment, or any concerning the equipment and/or its use by Lessee. Lessee accepts the equipment in "as is" condition. The Lessor specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

16. Prohibited Interest.

No officer, member or employee of Lessor shall participate in any decision relating to this Lease which affects his/her personal interests or the interest of any other business in which the Lessor has any personal or pecuniary interest, direct or indirect, in this lease or the proceeds thereof.

17. Equal Employment Opportunity / Civil Rights Requirements.

In connection with the execution of this contract, Lessee shall not discriminate against any employee or applicant for employment or use of the transportation service provided because of race, religion, color, sex, age, or national origin. Lessee shall take affirmative action to ensure the applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, and selection for training including apprenticeship.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Lessee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition,

Lessee agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Lessee agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Lessee agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to

employment of persons with disabilities. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(3) Lessee also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(4) Lessee shall document such affirmative action efforts by providing the Lessor with data relating to the sex, race, age, and classification of each employee of Lessee's organization.

18. Civil Rights Requirements.

Lessee will comply with all requirements imposed by Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), the Regulation of DOT issued thereunder (CFR Title 49, Subtitle A, Part 21).

19. Compliance with the Americans with Disabilities Act (ADA) Requirements.

Lessee must comply with the Americans with Disabilities Act. Lessee agrees that as a condition to this Agreement that no otherwise qualified disabled person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the Lessee through funding by ODOT and FTA.

Lessee shall not be responsible for any violations of the complimentary paratransit provision of the Americans with Disabilities Act or its regulations for service denials in the event Lessee does not authorize the number of vehicle hours required to meet all the trip demand. Lessee shall not be required to provide service without compensation. Lessee shall be solely responsible for adopting operating policies which are in compliance with the ADA.

Lessee agrees to ensure that its equipment is ADA accessible at all times. Lessee further agrees to provide proper preventative maintenance procedures for wheelchair lifts and prompt repair to maintain accessibility. Lessee agrees to have clear and accurate records on lift preventative maintenance and repairs. Furthermore, Lessee agrees to provide operators that are properly trained on providing safe access to persons with disabilities and persons using the wheelchair lift.

20. Minority and Disadvantaged Business Enterprise (DBE).

Policy. It is the policy of US DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The Lessor and Lessee agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard the Lessor and Lessee shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the DBE Policy as established by the City of Sandusky to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

Lessee shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation related activities or for the provision of goods and services for the Project.

21. Indemnification.

Only to the extent permitted by law, the Lessee covenants and agrees to indemnify, defend, and hold harmless the Lessor, the Lessor's Board of Trustees and its employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, expenses, or liabilities of any kind or nature, including legal expenses and attorney's fees, arising from the use, maintenance, and operations of the equipment.

22. Entire Agreement and Signature.

This instrument contains the entire agreement between the parties, and shall be binding on their respective heirs, executors, administrators, legal representatives, successors and assigns. The Agreement may not be amended or altered except by a written agreement signed by both parties.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

In the presence of:

LESSOR: SERVING OUR SENIORS, INC.

Witness

Sparky Weilnau, President of the Board
of Trustees

Witness

David W. Brink, Treasurer of the Board of
Trustees

LESSEE: CITY OF SANDUSKY

Witness

Eric L. Wobser, City Manager

Approved as to Form:

Sarah S. Chiappone #0101179
Assistant Law Director
City of Sandusky



FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: August 24, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.34 requires each taxing authority to pass an ordinance or resolution to authorize the necessary tax levies. Each such authority is to certify the levies to the county auditor before October 1st.

I am requesting a resolution accepting the amounts and rates as determined by the Erie County Budget Commission, authorizing the necessary tax levies and certifying them to the Erie County Auditor.

BUDGETARY INFORMATION:

The City is required to accept the tax rates as determined by the Erie County Budget Commission before October 1, 2022. This approval establishes funding for 2023.

ACTION REQUESTED:

It is recommended that the resolution be approved in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is due to the the deadline of October 1, 2022.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Ohio Revised Code Section 5705.36

Office of the Budget Commission,
Sandusky, Erie County, Ohio, August 23, 2022

To the Taxing Authority of the **City of Sandusky**:

The following is the official certificate of estimated resources for the fiscal year beginning January 1, 2023, as made by the Budget Commission of Erie County, which shall govern the total of appropriations made at any time during such fiscal year.

FUND	Unencumbered Balance January 1, 2023	Taxes	Other Sources	TOTAL
General Fund	4,869,697	1,882,518	27,065,385	33,817,600
Special Revenue Funds	8,234,699	309,454	7,349,483	15,893,636
Debt Service Funds	1,002,015	443,552	2,934,737	4,380,304
Capital Projects Funds	1,003,363	-	16,050,000	17,053,363
Special Assessment Funds	439,153	-	362,100	801,253
Enterprise Funds	6,304,231	-	20,037,288	26,341,519
Internal Service Funds	1,624,431	-	3,733,200	5,357,631
Fiduciary Funds	2,896,719	-	2,002,107	4,898,826
TOTAL	26,374,308	2,635,524	79,534,300	108,544,132


Erie County Auditor
Erie County Prosecutor
Erie County Treasurer

Erie County Budget Commission

FUND	Unencumbered Balance January 1, 2023	Taxes	Other Sources	TOTAL
General Fund	4,869,697	1,882,518	27,065,385	33,817,600
Special Revenue Funds				
216 Street Construction Maintenance & Repair	479,303		1,812,600	2,291,903
217 State Highway	195,442		109,242	304,684
218 Public Transit	40,007		2,109,000	2,149,007
227 Parks & Recreation	63,511		675,852	739,363
236 Fire Pension	10,717	154,727	859,906	1,025,350
237 Police Pension	51,448	154,727	585,140	791,315
239 State Grant	40,925		31,620	72,545
240 Coronavirus Relief	6,453,905			6,453,905
241 Federal Grant	151,145		771,120	922,265
242 Indigent Driver Alcohol	187,385		24,735	212,120
243 Enforcement & Education	9,477		3,468	12,945
244 Court Computer	168,324		22,440	190,764
245 Indigent Telephone	37,780		10,200	47,980
246 Probation Service	212,581		59,160	271,741
247 Payroll Stabilization	112,660		250,000	362,660
248 Real Estate Development	20,089		25,000	45,089
Total Special Revenue	8,234,699	309,454	7,349,483	15,893,636

FUND	Unencumbered Balance January 1, 2023	Taxes	Other Sources	TOTAL
Debt Service Funds				
535 Special Assessments	293,559		307,020	600,579
434 Bond Retirement	77,201	443,552	1,242,615	1,763,368
435 Urban Renewal Debt	267,191		556,002	823,193
436 Central Public Utility Fund	79,969		125,800	205,769
437 Cleveland Rd Improvement	284,095		678,300	962,395
438 Cook Building TIF			25,000	25,000
Total Debt Service				
	1,002,015	443,552	2,934,737	4,380,304
Capital Projects Funds				
430 Capital Improvements	17,640		650,000	667,640
431 Capital Projects	985,723		15,400,000	16,385,723
Total Capital Projects				
	1,003,363	-	16,050,000	17,053,363
Special Assessment Funds				
433 Special Assessment Improvements	439,153		362,100	801,253
Total Special Assessments				
	439,153	-	362,100	801,253

FUND	Unencumbered Balance January 1, 2023	Taxes	Other Sources	TOTAL
Enterprise Funds				
612 Water Revenue	2,526,197		7,959,162	10,485,359
613 Sewer Revenue	3,778,034		12,078,126	15,856,160
Total Enterprise	6,304,231	-	20,037,288	26,341,519
Internal Service Funds				
701 Internal Service Fund	1,624,431		3,733,200	5,357,631
Total Internal Service	1,624,431	-	3,733,200	5,357,631
Fiduciary Funds				
863 Trust - Expendable	589,031		55,386	644,417
873 Trust - Non-expendable	260,189		5,100	265,289
876 Cemetary Endowment	721,445		46,461	767,906
880 Agency - Treasury	39,342		28,560	67,902
888 Special Assessments non city	7,985		30,600	38,585
890 Agency -Non-treasury	1,278,727		1,836,000	3,114,727
Total Fiduciary	2,896,719	-	2,002,107	4,898,826

CITY OF SANDUSKY

2022 Tax year

2023 Collection year

based on 2021 Total Valuation

515,758,120

TOTAL PROPERTY TAXES TO BE COLLECTED BY LEVY

	PER BUDGET COMMISSION	PER BUDGET SUBMITTED	VARIANCE
General	1,882,518	1,730,000	152,518
Fire Pension	154,727	154,000	727
Police Pension	154,727	154,000	727
Library Bond	443,552	425,000	18,552
TOTAL	2,635,524	2,463,000	172,524

LOCAL GOV. FUNDS TO BE COLLECTED

	PER BUDGET COMMISSION	PER BUDGET SUBMITTED	VARIANCE
2023 Estimated Allocation	536,428	570,000	(33,572)

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE ERIE COUNTY BUDGET COMMISSION FOR FISCAL YEAR COMMENCING ON JANUARY 1, 2023; AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Budget Commission has certified its action regarding the amounts and rates and necessary tax levies to this Commission together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Commission and what part thereof is in excess of, and what part within, the ten-mill tax limitation; 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 meet the statutory deadline of October 1, 2022, for approval as required by O.R.C. §5705.34; and

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

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

Section 1. This City Commission approves the amounts and rates as determined by the Budget Commission for Fiscal Year commencing on January 1, 2023 in its certification to this City Commission.

Section 2. There be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied in excess of, and within, the ten-mill limitation as set forth below:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX
APPROVED BY THE ERIE COUNTY BUDGET COMMISSION, AND THE ERIE COUNTY AUDITOR’S
ESTIMATED TAX RATES

AMOUNTS APPROVED BY THE BUDGET COMMISSION
INSIDE 10-MILL LIMITATION

		INSIDE 10-MILL
General Fund	\$1,882,518.00	3.65
Police Pension Fund	\$ 154,727.00	.30
Fire Pension Fund	\$ 154,727.00	.30

TOTAL	\$2,191,972.00	4.25
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AMOUNTS TO BE DERIVED FROM LEVIES
OUTSIDE 10-MILL LIMITATION

		OUTSIDE 10-MILL
Library - Bond Fund	\$443,552.00	.86
TOTAL	\$443,552.00	.86

Section 3. The Clerk of the City Commission be and is hereby directed to certify a copy of this Resolution to the Erie County Auditor.

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

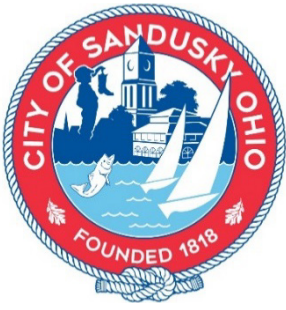
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022



FINANCE DEPARTMENT

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

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: September 1, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #4 to the 2022 General Appropriations.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the 2022 budget. Amendments included for these funds:

- General Fund
- Transit Fund
- Park & Recreation Fund
- Federal Grants Fund
- Urban Renewal Bond
- Bond Retirement Fund
- Special Assessments Non-City
- Sewer Fund
- Capital Projects Fund

ACTION REQUIRED:

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

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 4 TO ORDINANCE NO. 22-004 PASSED BY THIS CITY COMMISSION ON JANUARY 10, 2022, 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, this City Commission made general appropriations for the Fiscal Year 2022 Operating Budget by Ordinance No. 22-004, passed on January 10, 2022; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the General, Coronavirus Relief, Street, Water, Sewer, and Capital Projects Funds by Ordinance No. 22-071, passed on April 11, 2022; and

WHEREAS, this City Commission adopted Amendment No. 2 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the State Grant, Water, Sewer, Cleveland Road Public Improvement, and Capital Funds by Ordinance No. 22-098, passed on May 23, 2022; and

WHEREAS, this City Commission adopted Amendment No. 3 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the General, Transit, Federal Grants, Court Computerization, Municipal Probation, Capital Projects, and Water Funds by Ordinance No. 22-131, passed on July 11, 2022; and

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Transit, Parks & Recreation, Urban Renewal, Bond Retirement, Federal Grants, Special Assessment, Capital Projects, and Sewer Funds; and

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

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

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

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

Section 1. Ordinance No. 22-004 passed by this City Commission on the

10th day of January, 2022, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
Economic Development		30,000	30,000
Income Tax		65,000	65,000
Commission		900	900
Building Maintenance		31,000	31,000
Transfers-Payroll Stabilization fund		100,000	100,000
Transfers-Capital Public Works Projects		2,500,000	2,500,000
GENERAL FUND TOTAL	-	2,726,900	2,726,900
TRANSIT	30,000	-	30,000
PARKS & RECREATION FUND		5,200	5,200
URBAN RENEWAL BOND		3,200	3,200
BOND RETIREMENT FUND		50,000	50,000
FEDERAL GRANT FUNDS		250,000	250,000
SPECIAL ASSESSMENT- NON-CITY		59,582	59,582
CAPITAL PROJECTS FUNDS		693,250	693,250
SEWER FUNDS		392,276	392,276
TOTAL ALL FUNDS	30,000	4,180,408	4,210,408

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

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

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

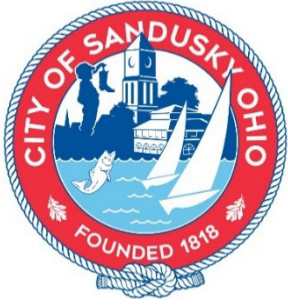
law.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: August 24, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an ordinance authorizing payment in the amount of \$18,104.36 to the Ohio Department of Natural Resources (ODNR) for submerged land lease SUB-0530-ER, the Sandusky Sailing Club, for the period of September 1, 2022 to August 31, 2023.

BACKGROUND INFORMATION:

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

BUDGETARY INFORMATION:

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

ACTION REQUIRED:

It is requested that the City Commission enact the ordinance, and have it take immediate effect under Section 14 of the City Charter, to make timely payment to the Ohio Department of Natural Resources and prior to the due date of September 14, 2022.

I concur with this recommendation:

Eric Wobser, City Manager

Michelle Reeder, Finance Director

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

Please Remit To:
PO Box 97
Huron OH 44839

Page: 1
Invoice No: DNRSL23012
Consolidated Invoice No:
Invoice Date: 08/15/2022
Customer Number: SUB-0530-ER001
Payment Terms: NET 30
Due Date: 09/14/2022

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

AMOUNT DUE: 18,104.36 USD

Make Checks Payable To: Ohio Treasurer of State
Billing Service Period: From 01-SEP-2022 To 31-AUG-2023
For billing questions, please call or email (419) 626-7980
To ensure proper payment processing, please be sure the invoice number is on all payments.

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
Purchase Order			Contract Number	From Date	To Date		
1		SLL LEASE		1.00	EA	18,104.3600	18,104.36
				09/01/22	08/31/23		
SUBTOTAL:							18,104.36
TOTAL AMOUNT DUE :							18,104.36

Lease Periods: 09/01/2022 - 8/31/2023

Rent for one (1) billing period at \$18,104.36 each.

Please remit 2nd copy of invoice with your payment.

STANDARD

Original

CERTIFICATE OF FUNDS

In the Matter of: Sailing Club Submerged Land Lease

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

Account #110-7900-53006

By: _____



Michelle Reeder

Finance Director

Dated: 9/6/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE PAYMENT TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), OFFICE OF COASTAL MANAGEMENT FOR RENTAL PAYMENT ON SUBMERGED LANDS LEASE FILE NO. SUB-0530-ER FOR THE PERIOD OF SEPTEMBER 1, 2022, THROUGH AUGUST 31, 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

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

WHEREAS, the total cost for Submerged Lands Lease File No. SUB-0530-ER, as reflected on the current unpaid invoice is \$18,104.36 and will initially be paid by the City and then reimbursed by the Sandusky Sailing Club in accordance with their Agreement with the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner and prior to the due date of September 14, 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 Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager and/or Finance Director is authorized and directed to make payment to the Treasurer of the State of Ohio as requested by the Ohio Department of Natural Resources (ODNR), Office of Coastal Management, Sandusky, Ohio, for rental payment for Submerged Lands Lease File No. SUB-0530-ER, for the period September 1, 2022, through August 31, 2023, in an amount **not to exceed** Eighteen Thousand One Hundred Four and 36/100 Dollars (\$18,104.36), consistent with the invoice submitted to the City.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric Wobser, City Manager

From: Nicole Grohe, CDBG Program Administrator

Date: August 30th, 2022

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2020 CV Community Development Block Grant (CDBG) – Care and Share Inc. of Erie County's (My Choice Box Program)

Item for Consideration: Legislation for the approval of the City of Sandusky Department of Community Development Subrecipient Agreement between the City of Sandusky and Care and Share Inc. of Erie County for the My Choice Box Program.

Background Information: Care and Share Inc. of Erie County was awarded \$5,327.60 for the CDBG FY20 Program Year to implement the My Choice Box Program. The project will follow the FY22 Program Year which runs from July 1, 2022 to June 30, 2023. The My Choice Box Program will provide food to those in need.

Budgetary Information: The City of Sandusky will award Care and Share Inc. of Erie County a total of \$5,327.60 for the My Choice Box Program for CDBG CV Program Year FY2020. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

Action Requested: It is requested that proper legislation be prepared to allow for the execution of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement to allow for the implementation of the program and to expend the funds prior to the June 15, 2023 deadline.

I concur with this recommendation:

Nicole Grohe
CDBG Program Administrator

Eric Wobser
City Manager

Jonathan Holody
Director of Community Development

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

CERTIFICATE OF FUNDS

In the Matter of: Care & Share My Choice Box Program

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

Account #241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/6/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH CARE AND SHARE INC. OF ERIE COUNTY TO ASSIST WITH THE MY CHOICE BOX PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$5,327.60 FROM THE FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, in accordance with the Agreement, the City of Sandusky will award Care and Share Inc. of Erie County a total of \$5,327.60 for the My Choice Box Program which will provide food to those in need and help fight food insecurity to eligible community members in the City of Sandusky under the rules and regulations of the Community Development Block Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement and allow Care and Share Inc. of Erie County to implement the program and to expend the funds before the deadline of June 15, 2023; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with Care and Share, Inc. of Erie County to assist with the My Choice Box Program for eligible community members in Sandusky, a copy of which is marked Exhibit "1" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in an amount **not to exceed** Five Thousand Three Hundred Twenty Seven and 60/100 Dollars (\$5,327.60) from the FY2020

Community Development Block Grant (CDBG-CV) Funds to Care and Share, Inc. of Erie County.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2022, by and between the City of Sandusky (hereinafter referred to as "City"), 240 Columbus Avenue, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Community Development, and Care and Share Inc., (hereinafter referred to as "Subrecipient"), located at 241 Jackson Street Sandusky, Ohio 44870.

WITNESSETH THAT:

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

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to implement the My Choice Box Program;

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

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

1. Responsibility for Grant Administration

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

2. Other Program Requirements

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

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

3. Scope of Services

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

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

4. Time of Performance

This AGREEMENT shall take effect as of July 1, 2022 THROUGH AND INCLUDING June 15, 2023. All invoices for reimbursement shall be submitted by June 15, 2023 to be considered for payment.

5. Compensation

The City shall compensate the Subrecipient for all expenditures made in accordance with the aforementioned service activities (See Attachment I). Compensation shall be provided on a reimbursement basis during the term of the AGREEMENT not to exceed award amount of five-thousand three-hundred twenty-seven dollars and sixty cents (\$5,327.60).

6. Ineligible Use of Funds

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

7. Method of Payment

Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which original vouchers and other similar documentation to support payment expenses are submitted by the Subrecipient under those generally accepted accounting principles and procedures approved by Sandusky and outlined in OMB circulars A-110 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City quarterly. Documentation for final payment shall be due by June 14, 2023.**

8. Project Progress Reporting

(a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City quarterly. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period. For each period, the report will describe the status of the project with respect to each implementation task including, at a minimum, summary overview of the project status, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date and required CDBG supporting documentation (See Attachment 1). The report must also describe any significant problems encountered and/or any necessary modification of the project scope or implementation schedule.

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

9. Program Income

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

10. Reversion of Assets

Upon expiration of the AGREEMENT, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any account receivable attributable to the use of CDBG funds. It shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$5,327.60 is either:

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

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

11. Subcontracting

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

12. Compliance with Regulations

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

13. Faith-Based Organization

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

14. Proof of Status

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

15. Liaison

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

16. Indemnification

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

17. Maintenance and Availability of Records

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

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

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

18. Contract Amendment

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

19. Termination and Suspension

The City may terminate this AGREEMENT as follows:

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

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

20. Audit

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

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

City of Sandusky

Subrecipient

Eric Wobser
City Manager

Care and Share Inc.

Date

Date

Brendan Heil
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$5,327.60 being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

ACCOUNT NUMBER: _____
FUNDS AVAILABLE: \$ _____

Michelle Reeder
Finance Director

Date

**ATTACHMENT I
STATEMENT OF WORK**

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

EXHIBIT "1"

**ATTACHMENT I
STATEMENT OF WORK**

SCOPE OF SERVICES

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

The Care and Share Inc. My Choice Box Program helps fight food insecurity in Sandusky.

The scope of services outlined above and in the Care and Share Inc.'s application have been approved.

Program Year Quarter	Projected Outcome of Individuals Served
1	13
2	13
3	12
4	12

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$5,327.60	\$9,672.40	\$15,000
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Other: Administrative	\$0	\$0	\$0
Total Project Expenditures	\$5,327.60	\$9,672.40	\$15,000

CDBG % of Total Budget: 35.5%

ATTACHMENT I STATEMENT OF WORK

CDBG SUPPORTING DOCUMENTATION FORMS

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

To Be Submitted:

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

ATTACHMENT I CLOSEOUT PROCEDURES

Closeout Procedures commence once the following have occurred:

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

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

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

Continuing Subrecipient Responsibilities

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

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

EXHIBIT "1"

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

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

EXHIBIT "1"

ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION
CONFLICT OF INTEREST

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

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

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

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

Care and Share Inc.

Date

EXHIBIT "1"

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
EQUAL OPPORTUNITY**

The provider agrees to comply with:

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

EXHIBIT "1"

Care and Share Inc.

Date

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
DRUG-FREE WORKPLACE**

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

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

Care and Share Inc.

Date

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements:

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

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

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

Care and Share Inc.

Date

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION ASSURANCES-NON-CONSTRUCTION PROGRAMS

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

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

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

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

Care and Share Inc.

Date



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric Wobser, City Manager

From: Nicole Grohe, CDBG Program Administrator

Date: August 30th, 2022

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2020 CV Community Development Block Grant (CDBG) – Father’s Heart Family Church Subrecipient Agreement (Food Pantry Program)

Item for Consideration: Legislation for the approval of the City of Sandusky Department of Community Development Subrecipient Agreement between the City of Sandusky and Father’s Heart Family Church for the Food Pantry Program.

Background Information: Father’s Heart Family Church was awarded \$8,223 for the CDBG FY20 Program Year to implement the Youth Food Pantry Program. The project will follow the FY22 Program Year which runs from July 1, 2022 to June 30, 2023. The Food Pantry Program will provide food for those in need.

Budgetary Information: The City of Sandusky will award Father’s Heart Family Church a total of \$8,223 for the Food Pantry Program for CDBG CV Program Year FY2020. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

Action Requested: It is requested that proper legislation be prepared to allow for the execution of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement to allow for the continuation of the program and to expend the funds prior to the June 15, 2023 deadline.

I concur with this recommendation:

Nicole Grohe
CDBG Program Administrator

Eric Wobser
City Manager

Jonathan Holody
Director of Community Development

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

CERTIFICATE OF FUNDS

In the Matter of: Father's Heart Church Food Pantry Program

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

Account #241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/6/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE FATHER’S HEART FAMILY CHURCH TO ASSIST WITH SUPPLYING FOOD FOR THEIR FOOD PANTRY PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$8,223.00 FROM THE FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, in accordance with the Agreement, the City of Sandusky will award the Father’s Heart Family Church a total of \$8,223.00 to assist with supplying food for their Food Pantry Program for eligible community members in the City of Sandusky under the rules and regulations of the Community Development Block Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement and allow the Father’s Heart Family Church to implement the program and to expend the funds before the deadline of June 15, 2023; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with Father’s Heart Family Church to assist with supplying food for their Food Pantry Program for eligible community members in Sandusky, a copy of which is marked Exhibit "1" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in an amount **not to exceed** Eight Thousand Two Hundred Twenty Three and 00/100 Dollars (\$8,223.00) from the FY2020

Community Development Block Grant (CDBG-CV) Funds to the Father's Heart Family Church.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2022, by and between the City of Sandusky (hereinafter referred to as "City"), 240 Columbus Avenue, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Community Development, and Father's Heart Family Church, (hereinafter referred to as "Subrecipient"), located at 2211 Mills St. Sandusky, Ohio 44870.

WITNESSETH THAT:

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

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to purchase food for their food pantry program;

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

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

1. Responsibility for Grant Administration

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

2. Other Program Requirements

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

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

3. Scope of Services

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

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

4. Time of Performance

This AGREEMENT shall take effect as of July 1, 2022 THROUGH AND INCLUDING June 15, 2023. All invoices for reimbursement shall be submitted by June 15, 2023 to be considered for payment.

5. Compensation

The City shall compensate the Subrecipient for all expenditures made in accordance with the aforementioned service activities (See Attachment I). Compensation shall be provided on a reimbursement basis during the term of the AGREEMENT not to exceed award amount of eight-thousand two-hundred and twenty-three dollars and no cents (\$8,223.00).

6. Ineligible Use of Funds

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

7. Method of Payment

Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which original vouchers and other similar documentation to support payment expenses are submitted by the Subrecipient under those generally accepted accounting principles and procedures approved by Sandusky and outlined in OMB circulars A-110 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City quarterly. Documentation for final payment shall be due by June 15, 2023.**

8. Project Progress Reporting

(a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City quarterly. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period. For each period, the report will describe the status of the project with respect to each implementation task including, at a minimum, summary overview of the project status, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date and required CDBG supporting documentation (See Attachment 1). The report must also describe any significant problems encountered and/or any necessary modification of the project scope or implementation schedule.

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

9. Program Income

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

10. Reversion of Assets

Upon expiration of the AGREEMENT, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any account receivable attributable to the use of CDBG funds. It shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$8,223 is either:

- a. used to meet one of the three National Objectives of the CDBG Program until five (5) years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the City; or
- b. is disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable

to expenditures on non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after five years.

11. Subcontracting

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

12. Compliance with Regulations

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

13. Faith-Based Organization

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

14. Proof of Status

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

15. Liaison

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

16. Indemnification

(a) The Subrecipient waives any and all claims and recourse against the City including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Subrecipient's performance under this Contract.

(b) Further, the Subrecipient will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses, or liability arising out of the Subrecipient's performance of this Contract. In the event that the City is named as a codefendant in any action relating to activities to be performed by the Subrecipient under this Contract, the Subrecipient will notify the City of the action and will represent the City in the action unless the City undertakes to represent itself as a codefendant, in which case the City will bear its own litigation costs, expenses, and attorneys' fees.

17. Maintenance and Availability of Records

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

Such records shall be furnished and available for inspection by the Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any authorized representative, and the City. Such records shall be available at the Subrecipient's office at all reasonable times during the contract period. If a claim, investigation or litigation is pending after what is assumed to be the final payment that, in effect, cancels the final payment date. The retention period will not begin until final settlement of the claim, investigation or litigation, as referenced in OMB Circular A-110.

18. Contract Amendment

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

19. Termination and Suspension

The City may terminate this AGREEMENT as follows:

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

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

20. Audit

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

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

City of Sandusky

Subrecipient

Eric Wobser
City Manager

Father's Heart Church

Date

Date

Brendan Heil
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$8,223.00 being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

ACCOUNT NUMBER: _____

FUNDS AVAILABLE: \$ _____

Michelle Reeder
Finance Director

Date

**ATTACHMENT I
STATEMENT OF WORK**

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

DRAFT

ATTACHMENT I STATEMENT OF WORK

SCOPE OF SERVICES

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

The Father's Heart Church is providing food for their food pantry program.

The scope of services outlined above and in the Father's Heart Church's application have been approved.

Program Year Quarter	Projected Outcome of Individuals Served
1	100
2	100
3	100
4	100

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$0	\$0	\$0
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Food	\$8,223	\$23,777	\$32,000
Total Project Expenditures	\$8,223	\$23,777	\$32,000

CDBG 25% of Total Budget: 100%

ATTACHMENT I STATEMENT OF WORK

CDBG SUPPORTING DOCUMENTATION FORMS

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

To Be Submitted:

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

ATTACHMENT I CLOSEOUT PROCEDURES

Closeout Procedures commence once the following have occurred:

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

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

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

Continuing Subrecipient Responsibilities

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

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

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

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

DRAFT

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION CONFLICT OF INTEREST

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

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

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

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

Father's Heart Church

Date

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
EQUAL OPPORTUNITY**

The provider agrees to comply with:

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

Father's Heart Church

Date

ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION
DRUG-FREE WORKPLACE

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

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

Father's Heart Family Church

Date

ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION
LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements:

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

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

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

Father's Heart Church

Date

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION ASSURANCES-NON-CONSTRUCTION PROGRAMS

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

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

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

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

Father's Heart Church

Date



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric Wobser, City Manager

From: Nicole Grohe, CDBG Program Administrator

Date: August 30th, 2022

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2020 CV Community Development Block Grant (CDBG) – Father’s Heart Family Church Subrecipient Agreement (Youth Food Pantry Program)

Item for Consideration: Legislation for the approval of the City of Sandusky Department of Community Development Subrecipient Agreement between the City of Sandusky and Father’s Heart Family Church for the Youth Food Pantry Program.

Background Information: Father’s Heart Family Church was awarded \$10,000 for the CDBG FY20 Program Year to implement the Youth Food Pantry Program. The project will follow the FY22 Program Year which runs from July 1, 2022 to June 30, 2023. The Youth Food Pantry Program will feed youths participating in the church’s afterschool program.

Budgetary Information: The City of Sandusky will award Father’s Heart Family Church a total of \$10,000 for the Youth Food Pantry Program for CDBG CV Program Year FY2020. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

Action Requested: It is requested that proper legislation be prepared to allow for the execution of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement to allow for the continuation of the program and to expend the funds prior to the June 15, 2023 deadline.

I concur with this recommendation:

Nicole Grohe
CDBG Program Administrator

Eric Wobser
City Manager

Jonathan Holody
Director of Community Development

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

CERTIFICATE OF FUNDS

In the Matter of: Father's Heart Church After School Program

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

Account #241-4447-53000

By: _____



Michelle Reeder

Finance Director

Dated: 9/6/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE FATHER’S HEART FAMILY CHURCH TO ASSIST WITH PROVIDING FOOD FOR THEIR YOUTH AFTER SCHOOL CARE PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$10,000.00 FROM THE FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, in accordance with the Agreement, the City of Sandusky will award the Father’s Heart Family Church a total of \$10,000.00 to assist with providing food for the Youth After School Care Program for eligible community members in the City of Sandusky under the rules and regulations of the Community Development Block Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement and allow the Father’s Heart Family Church to implement the program and to expend the funds before the deadline of June 15, 2023; 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 Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with Father’s Heart Family Church to assist with providing food for their Youth After School Care Program for eligible community members in Sandusky, a copy of which is marked Exhibit "1" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in an amount **not to exceed** Ten Thousand and 00/100 Dollars (\$10,000.00) from the FY2020 Community

Development Block Grant (CDBG-CV) Funds to the Father's Heart Family Church.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2022, by and between the City of Sandusky (hereinafter referred to as "City"), 240 Columbus Avenue, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Community Development, and Father's Heart Church, (hereinafter referred to as "Subrecipient"), located at 2211 Mills St. Sandusky, Ohio 44870.

WITNESSETH THAT:

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

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to provide food for the Youth After School Care Program;

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

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

1. Responsibility for Grant Administration

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

2. Other Program Requirements

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

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

3. Scope of Services

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

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

4. Time of Performance

This AGREEMENT shall take effect as of July 1, 2022 THROUGH AND INCLUDING June 15, 2023. All invoices for reimbursement shall be submitted by June 15, 2023 to be considered for payment.

5. Compensation

The City shall compensate the Subrecipient for all expenditures made in accordance with the aforementioned service activities (See Attachment I). Compensation shall be provided on a reimbursement basis during the term of the AGREEMENT not to exceed award amount of ten-thousand dollars and no cents (\$10,000.00).

6. Ineligible Use of Funds

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

7. Method of Payment

Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which original vouchers and other similar documentation to support payment expenses are submitted by the Subrecipient under those generally accepted accounting principles and procedures approved by Sandusky and outlined in OMB circulars A-110 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City quarterly. Documentation for final payment shall be due by June 15, 2023.**

8. Project Progress Reporting

(a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City quarterly. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period. For each period, the report will describe the status of the project with respect to each implementation task including, at a minimum, summary overview of the project status, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date and required CDBG supporting documentation (See Attachment 1). The report must also describe any significant problems encountered and/or any necessary modification of the project scope or implementation schedule.

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

9. Program Income

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

10. Reversion of Assets

Upon expiration of the AGREEMENT, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any account receivable attributable to the use of CDBG funds. It shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$10,000.00 is either:

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

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

11. Subcontracting

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

12. Compliance with Regulations

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

13. Faith-Based Organization

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

14. Proof of Status

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

15. Liaison

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

16. Indemnification

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

17. Maintenance and Availability of Records

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

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

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

18. Contract Amendment

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

19. Termination and Suspension

The City may terminate this AGREEMENT as follows:

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

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

20. Audit

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

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

City of Sandusky

Subrecipient

Eric Wobser
City Manager

Father's Heart Church

Date

Date

Brendan Heil
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$10,000.00 being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

ACCOUNT NUMBER: _____
FUNDS AVAILABLE: \$ _____

Michelle Reeder
Finance Director

Date

**ATTACHMENT I
STATEMENT OF WORK**

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

DRAFT

ATTACHMENT I STATEMENT OF WORK

SCOPE OF SERVICES

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

The Father's Heart Church is providing food for youths participating in their after school care program in Sandusky.

The scope of services outlined above and in the Father's Heart Church's application have been approved.

Program Year Quarter	Projected Outcome of Individuals Served
1	100
2	100
3	100
4	100

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Salaries,	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$0	\$0	\$0
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Food	\$10,000	\$0	\$10,000
Total Project Expenditures	\$10,000	\$0	\$10,000

CDBG % of Total Budget: 100%

ATTACHMENT I STATEMENT OF WORK

CDBG SUPPORTING DOCUMENTATION FORMS

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

To Be Submitted:

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

ATTACHMENT I CLOSEOUT PROCEDURES

Closeout Procedures commence once the following have occurred:

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

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

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

Continuing Subrecipient Responsibilities

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

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

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

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

DRAFT

ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION
CONFLICT OF INTEREST

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

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

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

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

Father's Heart Church

Date

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
EQUAL OPPORTUNITY**

The provider agrees to comply with:

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

Father's Heart Church

Date

ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION
DRUG-FREE WORKPLACE

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

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

Father's Heart Family Church

Date

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements:

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

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

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

Father's Heart Church

Date

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION ASSURANCES-NON-CONSTRUCTION PROGRAMS

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

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

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

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

Father's Heart Church

Date



FIRE DEPARTMENT

600 West Market Street

Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager
FROM: Mario D'Amico III, Fire Chief
DATE: August 29, 2022
SUBJECT: Commission Agenda Item – Sale of seven (7) metal lockers

ITEM FOR CONSIDERATION: Legislation authorizing the sale of seven (7) metal lockers on GovDeals, an internet auction site for government entities.

BACKGROUND INFORMATION: It has been determined by the house Captain at station 7 and the Fire Chief to sell seven (7) metal lockers as they are no longer needed for City use and is being recommended the lockers be declared unnecessary and unfit for City use. The lockers are housed at Fire Station 7 on Venice Rd.

They are typical school type metal lockers, double depth. The first set is a bank of three (3) lockers, 3 feet in length X 2 feet wide X 5'7" in height. The second set is a bank of four (4) lockers, 4 feet in length X 2 feet wide X 5'7" in height.

BUDGETARY INFORMATION: Funds received from the sale of the seven (7) metal lockers will be placed into the EMS Fund.

ACTION REQUESTED: It is recommended that the proper legislation be prepared for the approval to sell the seven (7) metal lockers on GovDeals and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the items to be placed on the internet at the earliest opportunity to continue with good housekeeping practices and to make room for fitness equipment which has already been placed in this area.

Approved:

I concur with this recommendation:

Mario D'Amico III, Fire Chief

Eric Wobser, City Manager

Cc: John Orzech, Assistant City Manager; Cathy Myers, Commission Clerk; Michelle Reeder, Finance Director; Brendan Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF SEVEN (7) METAL LOCKERS AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Section 25 of the City Charter authorizes the City Manager to conduct all sales of personal property that has become obsolete, unnecessary and unfit for City use; and

WHEREAS, the Fire Chief and the Captain at Fire Station #7 have determined that seven (7) metal lockers housed at Fire Station #7 on Venice Road are no longer needed for City use and are recommending that these lockers be declared obsolete, unnecessary and unfit for City use and be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities and the lockers are further described as follows; and

School Type Double Depth Metal Lockers

Three (3) Lockers - 3 feet in length x 2 feet wide x 5'7" in height

Four (4) Lockers - 4 feet in length x 2 feet wide x 5'7" in height

WHEREAS, the proceeds from the sale of the seven (7) metal lockers from the Fire Department will be placed into the EMS Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the items to be placed on the internet at the earliest opportunity to continue with good housekeeping practices and to make room for fitness equipment which has already been placed in this area; 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 Fire Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds and determines that seven (7) metal lockers described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the items no longer

needed for City purposes through public auction, sale process, or by internet auction with the proceeds from the sale of the vehicle to be placed into the EMS Fund.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022



FIRE DEPARTMENT

600 West Market Street

Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Mario D'Amico III, Fire Chief

DATE: August 29, 2022

SUBJECT: Commission Agenda Item – Annual Maintenance Agreement

ITEM FOR CONSIDERATION: Legislation authorizing the City Manager to enter into an agreement between the City of Sandusky and Stryker Sales, LLC of Chicago, IL commencing on January 1, 2023 through December 31, 2023.

BACKGROUND INFORMATION: This agreement with Stryker Sales, LLC of Chicago, IL will provide service and maintenance for the following equipment:

- Heart Monitors (3)
- Power Load Systems (2)
- Power Cots (3)
- Lucas (mechanical compressions) (3)
- Stair Chairs (3)
- Automated External Defibrillators - AED's (2)

Stryker Medical is a sole provider of EMS equipment and annual maintenance. This agreement will include all updates of software, batteries and any other needed repairs.

BUDGETARY INFORMATION: The payment for the annual maintenance agreement is **\$14,841.43** which will be paid from the **2023 EMS Fund in the year 2023**.

ACTION REQUESTED: It is requested that the proper legislation be prepared authorizing the City Manager to enter into an agreement with Stryker Sales, LLC of Chicago, IL in an amount not to exceed **\$14,841.43**. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the agreement as there is a 9% price increase on October 1, 2022.

Approved:

I concur with this recommendation:

Mario D'Amico III, Fire Chief

Eric Wobser, City Manager

CC: John Orzech, Assistant City Manager; Cathy Myers, Commission Clerk; Michelle Reeder, Finance Director; Brendan Heil, Law Director

Sales Rep Name: Matt VanderWal
ProCare Service Rep: Matt Payne and Brent Rieman

3800 E. Centre Ave
Portage, MI 49009

Date: 8/15/2022
ID #: 220815120546

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:

Shipping Acct Num: 1120657

Account Name Sandusky Fire Department

Account Address 600 W Market St

City, State Zip Sandusky, OH 44870

Name: Kevin McGraw

Title:

Phone: (419) 627-5822

Email: kmcgraw@ci.sandusky.oh.us

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LP15	LifePak 15	LP15 Prevent Onsite NB	3	1		\$4,506.00 ✓
2	LP1000	LifePak 1000	LP1000 PM Only Onsite	2	1	includes batt.	\$848.00 ?
2	6252	Stair Chair	EMS PM Only	3	1		\$342.00 ✓
3	6506	Power Cots	EMS Prevent	3	1		\$4,230.00 ✓
4	6390	Power-LOAD	EMS Prevent NB	2	1		\$3,404.00 ✓
5	LUCAS	LUCAS	LUCAS Prevent Onsite	3	1		\$4,130.50 ✓

PROGRAM INCLUDES:**EMS Prevent NB:**

*Includes parts, labor, travel

*Includes 1 annual PM inspection

*Includes unscheduled service and product equipment checklists.

*Replacement parts do not include mattresses, batteries, and other Disposable or expendable parts.

EMS Prevent:

*Includes parts, labor, travel

*Includes 1 annual PM inspection

*Includes unscheduled service

*Includes battery replacement

*Includes product equipment checklists.

*Replacement parts do not include mattresses, and other Disposable or expendable parts.

EMS PM Only:

*Includes 1 annual PM only.

LUCAS Prevent Onsite:

ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

LP1000 PM Only Onsite:

ProCare LIFEPAK 1000 Preventive Maintenance: Annual onsite preventive maintenance inspection with battery coverage

LP15 Prevent Onsite NB:

ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel - does not include batteries

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	\$17,460.50
Discount	15%
FINAL TOTAL	\$14,841.43

Start Date: 1/1/2023

End Date: 12/31/2023

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at
<https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

Purchase Order Number

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.

All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.

**Quote pricing valid for 30 days.

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	LP15	43568352	LP15 Prevent Onsite NB
2	LP15	43569627	LP15 Prevent Onsite NB
3	LP15	48482493	LP15 Prevent Onsite NB
4	LP1000	46250209	LP1000 PM Only Onsite
5	LP1000	46250222	LP1000 PM Only Onsite
4	6252	6252-TBD	EMS PM Only
5	6506	150439102	EMS Prevent
6	6252	101241164	EMS PM Only
6	6506	150439104	EMS Prevent
7	6506	150439105	EMS Prevent
8	6390	160739839	EMS Prevent NB
9	6390	2008012700054	EMS Prevent NB
10	6252	2008010000033	EMS PM Only
11	LUCAS	3017J860	LUCAS Prevent Onsite
12	LUCAS	35172788	LUCAS Prevent Onsite
13	LUCAS	35174397	LUCAS Prevent Onsite

Purchase Order Form

stryker[®]

Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 220815120546

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #
Billing Account Num	0	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1120657	
Company Name	Sandusky Fire Department	
Contact or Department	Kevin McGraw	
Street Address	600 W Market St	
Add'l Address Line		
City, ST ZIP	Sandusky, OH 44870	
Phone	(419) 627-5822	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 220815120546

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK[®] 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

CERTIFICATE OF FUNDS

In the Matter of: Stryker Sales Maintenance Agreement for 2023

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 #431-1330-53000

By: _____



Michelle Reeder

Finance Director

Dated: 9/6/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STRYKER SALES, LLC OF CHICAGO, ILLINOIS, FOR THE SERVICE AND MAINTENANCE OF STRYKER EQUIPMENT IN THE FIRE DEPARTMENT; AUTHORIZING AND DIRECTING PAYMENT TO STRYKER SALES LLC OF CHICAGO, ILLINOIS, FOR THE SERVICE AND MAINTENANCE OF STRYKER EQUIPMENT IN THE CALENDAR YEAR 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Fire Department uses Stryker equipment and desires to enter into an agreement for the service and maintenance for the following equipment during the calendar year 2023:

- Heart Monitors (3)
- Power Load Systems (2)
- Power Cots (3)
- Lucas (mechanical compressions) (3)
- Stair Chairs (3)
- Automated External Defibrillators - AED's (2)

WHEREAS, Stryker Medical is the sole source provider of EMS equipment and annual maintenance and this agreement will include all software updates, batteries, and repairs; and

WHEREAS, the cost for the annual service and maintenance support for calendar year 2023 is \$14,841.43 and will be paid with EMS funds budgeted in 2023; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement as there is a 9% price increase effective October 1, 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 Fire Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby authorizes and directs the City Manager to enter into an agreement for the service and maintenance of Stryker equipment in the Fire Department for the calendar year 2023 and authorizes and

directs the Finance Director to make payment to Stryker Sales, LLC of Chicago, Illinois, in an amount **not to exceed** Fourteen Thousand Eight Hundred Forty One and 43/100 Dollars (\$14,841.43).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Jared Oliver, Police Chief
Mario D'Amico, Fire Chief

Date: August 26, 2022

Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the payment of 9-1-1 fees for 2022 to Erie County.

BACKGROUND INFORMATION: This is an agreement between the Erie County Commissioners and the City of Sandusky to pay annual charges for the 9-1-1 equipment beginning in 1999. We have now been invoiced the 9-1-1 fees for 2022.

BUDGETARY INFORMATION: The total amount of this expenditure is \$16,311.75. The cost will be paid with funds from the Police Department's 2022 Operating budget in the amount of \$8,155.88 and from the EMS Fund in the amount of \$8,155.87.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the payment of the 9-1-1 fees in the amount not to exceed **\$16,311.75**. It is further requested that this be passed in accordance with Section 14 of the City Charter in order for payment to be made to the County as the payment is due by October 1, 2022.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

Eric Wobser, City Manager

Mario D'Amico, Fire Chief

cc: Michelle Reeder, Finance Director
Brendan Heil, Law Director



**Erie County Emergency Management Agency &
Office of Homeland Security**

2900 Columbus Avenue
Sandusky, Ohio 44870

Office: (419) 627-7617
FAX: (419) 627-8108

Timothy G. Jonovich, Director

August 15, 2022

Sandusky Police Department
Attn: Eva Olcott
222 Meigs St.
Sandusky, OH 44870



Re: Erie County 911 fees for 2022.

Below is the invoice for the 911 fees for the **CITY OF SANDUSKY** based on the on the U. S. Bureau of Census 2022 figure of **25095** persons.

911 (24861-3600-434200)	0.65 x 25,095 =	<u>\$ 16,311.75</u>
	Total =	\$ 16,311.75

Please remit to Erie County Emergency Management Agency, 2900 Columbus Avenue, Sandusky, OH 44870 no later than October 1, 2022. Thank you for your continued support.

Sincerely,

Timothy G. Jonovich / KWT

Timothy G. Jonovich, Director
Erie County Emergency Management Agency

TGJ/klj

CERTIFICATE OF FUNDS

In the Matter of: 911 Maintenance Payment

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

Account #110-1020-53000, 431-1330-53000

By: _____

Michelle Reeder

Finance Director

Dated: 9/6/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING PAYMENT FOR REPLACEMENT AND MAINTENANCE COSTS FOR CALENDAR YEAR 2023 PURSUANT TO THE 9-1-1 AGREEMENT BETWEEN THE CITY OF SANDUSKY AND ERIE COUNTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky entered into an agreement with Erie County to provide funding for an enhanced 911 system as authorized by Ordinance No. 99-244, passed by the City Commission on August 23, 1999; and

WHEREAS, authorization for payment of the City's share for replacement and maintenance for the calendar year 2023 is being requested; and

WHEREAS, the total cost for the 9-1-1 equipment replacement and maintenance charges for the calendar year 2023 as reflected on the current unpaid invoice is \$16,311.75 and will be paid with funds from the Police Department's 2022 operating budget in the amount of \$8,155.88 and from EMS Funds in the amount of \$8,155.87; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to make payment to Erie County in a timely manner and prior to the due date of October 1, 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 Municipal Departments, including the Fire and Police Departments, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager and/or the Finance Director are authorized and directed to make payment to the Erie County Commissioners for the City's share of the 9-1-1 replacement and maintenance costs for CY 2023 in an amount **not to exceed** Sixteen Thousand Three Hundred Eleven and 75/100 Dollars (\$16,311.75) consistent with the invoice received by the City from the Erie County Emergency Management Agency & Office of Homeland Security.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 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: Jane E. Cullen, P.E.

Date: August 24, 2022

Subject: **Commission Agenda Item – 10' wide Columbia Gas Easement on Parcel no. 56-64013.000**

ITEM FOR CONSIDERATION: Requesting legislation to grant an easement to Columbia Gas of Ohio, Inc. to replace and reconnect an existing gas service for 622 Jackson Street.

BACKGROUND INFORMATION: Columbia Gas is currently replacing their existing gasmain along the north side of Monroe Street from Decatur Street to Wayne Street. Part of this work involves replacing gas services to residential homes and businesses. There is an existing residential property, 622 Jackson Street, which is bound by properties along Jackson and Monroe Streets and Columbus Avenue. Columbia Gas does not have any easement to replace the existing gas service which currently runs along the access drive located within the property at 203 West Monroe Street. Columbia Gas was not able to obtain an easement from this property owner, so they approached the city to request one. The requested easement is 10' wide along the western edge of parcel no. 56-64013.000 which is owned by the City of Sandusky. This city owned parcel is one of three parcels that form what is known as Epple Corner at the northeast corner of Columbus Avenue and Monroe Street. Exhibits for location and descriptions are attached to the Ordinance.

BUDGETARY INFORMATION: Columbia Gas of Ohio, Inc. will be responsible for recording fees associated with filing the Easement at the Erie County Recorder's office. There will be no impact on the City's budget to approve these easements.

ACTION REQUESTED: It is recommended that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for the necessary documents to be fully executed and recorded to allow Columbia Gas to provide gas service their existing customer at 622 Jackson Street.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT GRANTING A PERMANENT EASEMENT TO COLUMBIA GAS OF OHIO, INC. ON REAL PROPERTY FOR THE PURPOSE OF REPLACING, RECONNECTING, AND MAINTAINING A GASLINE ON PARCEL NO. 56-64013.000 LOCATED ON MONROE STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the owner of the real property located on Monroe Street, Parcel No. 56-64013.000, which is one (1) of three (3) parcels that comprise the property known as Epple Corner at the northeast corner of Columbus Avenue and Monroe Street; and

WHEREAS, Columbia Gas of Ohio, Inc. has requested a ten (10) foot wide easement for gas service at 622 Jackson Street, which is bound by properties along Jackson Street, Monroe Street, and Columbus Avenue and does not have any easement to replace the existing gasline which currently runs along the access drive located within the property at 203 W. Monroe Street; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the easement to be executed and recorded and allow Columbia Gas of Ohio, Inc. to provide gas service to their existing customer at 622 Jackson Street, 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 Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission approves an Agreement granting a Permanent Easement to Columbia Gas of Ohio, Inc. for purpose of replacing, reconnecting and maintaining a gasline for 622 Jackson Street, Sandusky, a copy of which is attached and marked Exhibit "1" and is 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.

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

thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022

Easement No. _____

EASEMENT

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, **City of Sandusky, a Municipal Corporation organized under the laws of Ohio** (hereinafter called the Grantor), does hereby grant to **COLUMBIA GAS OF OHIO, INC.**, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215, (hereinafter called the Company), its successors and assigns, the right to lay pipelines, including lateral pipeline connections, together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service and remove same, together with valves and other necessary appurtenances on lands situated in the City of Sandusky, Erie County, State of Ohio, being the lands of the Grantor as described in Exhibit "B" attached and made a part hereof, and more particularly described as follows:

Recorded In: Vol. 319 Page 696

Permanent Parcel No.: 56-64013.000

Property Address: Monroe St., Sandusky, Ohio 44870

The pipelines laid pursuant to the terms and conditions of this Easement Agreement shall be located within the limits of a ten foot (10') wide easement as shown on Exhibit "A" attached hereto and made part hereof; the ten foot (10') wide area is referred to as the "Easement Area."

In addition to the permanent ten foot (10') wide Easement Area defined above, Grantor hereby grants Company, its successors and assigns, an easement to temporarily use an additional ten feet (10') of space, being ten feet (10') on the east side of said permanent Easement Area, for the purpose of enabling Company to initially construct the pipeline and to later alter, replace, repair or relocate said pipeline (within the permanent Easement Area) and to conduct all activities incident thereto, including restoration or clean-up activities. Each time such temporary construction easement is utilized, Company shall replace the area disturbed to as near as possible to its original condition. This additional temporary easement space shall not be subject to the use restrictions and obligations included in this agreement which apply solely to the permanent easement.

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such pipeline facility.

Grantor shall not knowingly construct or knowingly permit to be constructed or place any house, structure, trees, leach beds, septic tanks or other obstructions on or over the Easement Area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder.

Grantor acknowledges and agrees that Company has the right from time to time to seek permission from Grantor to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, brush, and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Ohio or the United States Environmental Protection Agency (or successor in-duty). If the Company fails to obtain written approval from the Grantor, the Company shall reimburse Grantor for all damages and costs for restoration or replacement.

All pipes shall be buried so as not to interfere with the present use of the land.

The Company shall replace the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as possible to its original condition.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, permitted shrubbery, drain tiles, crops, or permitted fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

With regard to the lands encompassed by this Easement, Grantor represents that, to its knowledge:

1. No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Easement Area which would cause or threaten to cause an endangerment to human health or the environment or require clean up;
2. The Easement Area is not currently and has not previously been used for commercial or industrial purposes.

The Grantor shall permit the Company to complete the necessary environmental investigations to identify any and all pollutants, contaminants, petroleum, hazardous substances and endangerments that may exist on or under the Easement Area.

Grantor and Company agree that, except to the extent caused by the acts or omissions of the Company or its representatives and contractors, the Company shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath or along the Easement Area.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this _____ day of _____, 2022.

City of Sandusky

By: _____

Print Name: _____

Title: _____

STATE OF OHIO

COUNTY OF ERIE

)
) SS:
)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ of the aforementioned **City of Sandusky** who represented that he is duly authorized in the premises, and who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed as such _____, and is the free act and deed of said **City of Sandusky**.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this _____ day of _____, 2022.

My Commission Expires:

Notary Public

THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF OHIO, INC.
JO# 21-0101236-00 TS-ORC

PERMANENT EASEMENT TO COLUMBIA GAS OF OHIO INC. ON THE
PROPERTY OF THE CITY OF SANDUSKY. BEING PART OF LOTS 37 & 39,
WITHIN THE CITY OF SANDUSKY, ERIE COUNTY, OHIO

L-1 Thence, South 66° 06' 32" West, along the centerline of Monroe Street(66 foot full right-of-way width), a distance of 243.00 feet to a point;

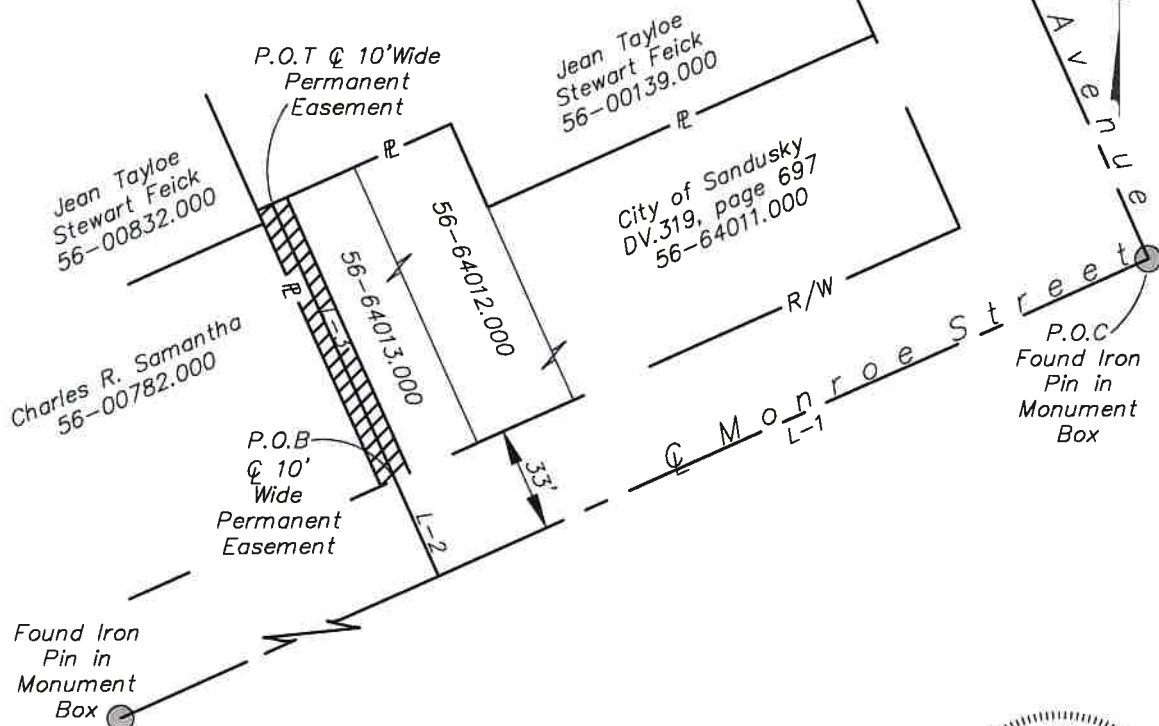
L-3 Thence, North 23° 53' 28" West along a line the is perpendicular to the said centerline of Monroe street and is offset 5 feet northeast of the Southwest property line of said Grantor. a distance of 94.50 feet to the northerly property line of the said Grantor, said point being the Point of Termination of the centerline of the Permanent Easement described herein.

A horizontal number line segment from 0 to 60. The segment is divided into 12 equal squares. The squares alternate in color: white, black, white, black, white, black, white, black, white, black, white, black. The first square (from 0 to 10) is white, the second (10 to 20) is black, and so on, ending with a black square at 60.

30
GRAPHIC SCALE

<i>Line</i>	<i>Bearing</i>	<i>Distance</i>
L-1	S. 66° 06' 32" W.	243.00'
L-2	N. 23° 53' 28" W.	33.00'
L-3	N. 23° 53' 28" W.	94.50'

 = 10' Permanent Easement
(945± Sq. Ft.)



Steven D. Cady 7-25-2022

Date _____

A circular professional seal for Steven D. Coder, a Registered Professional Surveyor in the State of Ohio. The seal features the text "STATE OF OHIO" at the top, "STEVEN D. CODER" in the center, "S-7962" below the name, and "REGISTERED PROFESSIONAL SURVEYOR" around the bottom. The seal is stamped in black ink on a white background.



POGGEMEYER
DESIGN GROUP
A Kleinfelder Company

Page: 1-OF-1

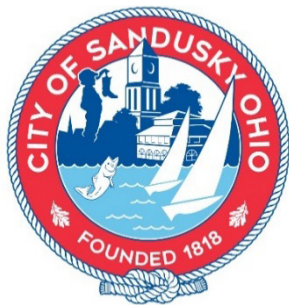
EXHIBIT B

PPN: 56-64013.000; 0.072 acres:

Parcel No. 2:

A strip of land two (2) rods in width from east to west and extending north and south the same width about five rods and twelve feet; be the same more or less; bounded south by Monroe Street; west by a strip of land formerly conveyed to Felix Breen by L. S. Beecher, being two rods in width and taken from the west end of Lot Thirty-nine (39) and the south half of Lot Thirty-seven (37) on Columbus Avenue in said City, and north by lands formerly owned by Paul Westerhold, and east by the east two-thirds ($2/3$) of said Lot 39 and the north half of Lot 37. Further described: Lot 39 W. 33' x 66'. In part Lot 37 Columbus Avenue, southwest corner 33' x 27'.

EXHIBIT "1"



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: September 1, 2022

Subject: Commission Agenda Item – U.S. Department of Transportation, Safe Streets and Roads for All grant

ITEM FOR CONSIDERATION: Legislation approving the submission of a grant application to the U.S. Department of Transportation for the Safe Streets and Roads for All (SS4A) Grant Program for \$160,000 and if approved, approval to execute a grant agreement.

BACKGROUND INFORMATION: Through the Bipartisan Infrastructure Law a new program called the Safe Streets and Roads for All was created to allocate \$5 billion in funds over the next five years, making \$1 billion available annually. The program was put into place to support Secretary of Transportation Pete Buttigieg's National Roadway Safety Strategy and the Department's goal of zero deaths and serious injuries on our nation's roadways.

The Safe Streets and Roads for All grant is setup up to award projects supporting the planning, infrastructure, behavioral and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation, personal conveyance, micro-mobility users, motorists, and commercial vehicle operators.

In April of 2020, Erie Regional Planning Commission finalized a county-wide planning effort that concluded the Road Safety Plan that supported the state-wide initiative Toward Zero Deaths. If awarded this grant, the City would progress the findings and recommendations in this document through a public engagement process that could include intersection improvements, GIS database development of contributing safety factors, conceptual development of multiple projects, and railroad coordination particularly at underpasses and Edgewater and Monroe at-grade crossings. The final deliverable would be a city-wide Mobility Action Plan that can include all of our long-existing and newer forms of transportation alternatives to help guide Sandusky to a safer multi-modal future.

BUDGETARY INFORMATION: City staff is requesting grant funding of \$160,000 with a city match of \$40,000 that would be budgeted from capital projects funds for the applicable year.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to submit a grant application to the U.S. Department of Transportation for the Safe Streets and Roads for All program and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to submit the grant application through the grants.gov portal prior to the due date of Thursday, September 15th, 2022.

I concur with this recommendation:

Eric Wobser
City Manager

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR FINANCIAL ASSISTANCE THROUGH THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM FOR THE DEVELOPMENT OF A CITY-WIDE MOBILITY ACTION PLAN; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over the next 5 years and in fiscal year 2022 (FY22), up to \$1 billion is available for funding regional, local, and Tribal initiatives to prevent roadway deaths and serious injuries; and

WHEREAS, the SS4A program supports Secretary of Transportation Pete Buttigieg's National Roadway Safety Strategy and the Department's goal of zero deaths and serious injuries on our nation's roadways; and

WHEREAS, the Safe Streets and Roads for All grant is setup up to award projects supporting the planning, infrastructure, behavioral and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation, personal conveyance, micro-mobility users, motorists, and commercial vehicle operators; and

WHEREAS, in April of 2020, Erie Regional Planning Commission finalized a county-wide planning effort that concluded the Road Safety Plan that supported the state-wide initiative Toward Zero Deaths and if awarded this grant, the City would progress the findings and recommendations in this document through a public engagement process that could include intersection improvements, GIS database development of contributing safety factors, conceptual development of multiple projects, and railroad coordination particularly at underpasses and Edgewater and Monroe at-grade crossings that would deliver a city-wide Mobility Action Plan that can include all of our long-existing and newer forms of transportation alternatives to help guide Sandusky to a safer multi-modal future; and

WHEREAS, the City is requesting grant funds in the amount of \$160,000.00 and the matching share is \$40,000.00 which will be budgeted with Capital Projects Funds for the applicable year; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the application to the U.S. Department of Transportation prior to the deadline of September 15, 2022; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of 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 City Manager is hereby authorized to execute and file a grant application on behalf of the City of Sandusky with the U.S. Department of Transportation for financial assistance through the Safe Streets and Roads for All (SS4A) Grant Program for the development of a City-wide Mobility Action Plan 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.

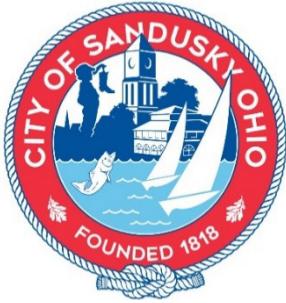
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5707
www.cityofsandusky.com

To: Eric Wobser, City Manager
From: Nicole Grohe, Community Development Program Administrator
Date: August 30th, 2022
Subject: Commission Agenda Item – Lease Agreement with the Erie County Health Department

Items for Consideration: Legislation allowing the City of Sandusky to enter into a Lease Agreement (the "Agreement") with the Erie County Health Department for property located at 3201 W. Monroe Street, Parcel 59-01180.000.

Background Information: City Commission has authorized the purchase and demolition of the property located at 3201 W. Monroe Street. The Erie County Health Department seeks to lease the land from the City to improve visibility, wayfinding and pedestrian access to their campus.

The health department will pay \$20,000 per year throughout the five year lease term. The health department will install a sign and sidewalk at the site and a portion of the property will be dedicated to expand the Superior Street right of way. After five years, the city will transfer ownership of the site to the health department.

Budgetary Information: The City will recoup its acquisition costs during the term of the lease. Since COVID Community Development Block Grant funds will be used to acquire the property, the lease payments will constitute CDBG Program Income, and therefore, must be reused for future community development activities.

Action Requested: It is requested that the proper legislation be prepared to allow the city to enter into the Lease Agreement with the Erie County Health Department for the property at 3201 W. Monroe Street. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow for the timely execution of the lease and preparation of the site for use by the health department.

Nicole Grohe, Community Development Administrator

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Director of Community Development

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE ERIE COUNTY HEALTH DEPARTMENT FOR REAL PROPERTY LOCATED AT 3201 W. MONROE STREET AND IDENTIFIED AS PARCEL NO. 59-01180.000; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the purchase of real property located at 3201 W. Monroe Street, and identified as Parcel No. 59-01180.000, by Ordinance No. 22-133, passed on July 11, 2022; and

WHEREAS, the City acquired the residential property, Parcel No. 59-01180.000, for the purpose of demolition and street improvements coordinated between the City and Health Department through a lease agreement; and

WHEREAS, the Erie County Health Department desires to lease the property from the City for the purpose of improving visibility, wayfinding and pedestrian access to their campus for a period of five (5) years beginning on January 1, 2023, and will pay \$20,000.00 per year and upon expiration, the City will transfer ownership of the property to the Erie County Health Department; and

WHEREAS, the Erie County Health Department will install a minimum six (6) foot wide concrete sidewalk along Superior Street from Monroe Street to the Erie County Health Department campus by December 31, 2023, and install signage that includes COVID-19 language; and

WHEREAS, the Health Department will be responsible for all taxes for the property during the term of the agreement and all transfer, closing and assessment costs relating to the transfer of the property upon the expiration of the agreement; 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 allow for execution of the Lease Agreement and prepare the site for use by the Health Department in a timely manner and prior to the commencing date January 1, 2023; and

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

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

Section 1. The City Manager be and hereby is authorized to enter into a Lease Agreement with the Erie County Health Department for real property located at 3201 W. Monroe Street for a five (5) year period commencing on January 1, 2023, substantially in the same form as reflected in Exhibit "1" 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 adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022

Lease Agreement

This Lease Agreement ("Agreement") is made and entered into this _____ day of _____, 2022, between the City of Sandusky ("Lessor"), a Chartered Municipality located at 240 Columbus Avenue, Sandusky, Ohio 44870, and the Erie County Health Department ("Lessee"), located at 420 Superior Street, Sandusky, Ohio 44870.

In consideration of the mutual covenants contained in this Agreement, the Lessor and Lessee agree as follows:

1. Description of Premises

- a. In consideration of the rents, charges, and payments, hereinafter reserved and of the covenants and agreements herein expressed on the part of the Lessee, to be kept, performed and fulfilled, Lessor hereby leases to Lessee the premises known as 3201 W. Monroe Street, Sandusky, Ohio 44870, ("Leased Premises"). The Leased Premises are more specifically described in the legal description labeled as Exhibit "A," which is attached and specifically incorporated as if fully rewritten herein.

2. Term

- a. The term of this Agreement shall be for five (5) years, beginning on January 1, 2023 and ending on December 31, 2027.

3. Rent

- a. Lessee shall pay Lessor twenty thousand dollars (\$20,000) per year as rent during the term of this Agreement. Lessee shall pay rent by January 15 of each year of this Agreement.

4. Taxes

- a. Lessor shall use its best efforts and request that the Leased Premises be considered tax exempt. The Lessee shall be responsible for all taxes for the Leased Premises during the term of this Agreement.

5. Ownership Upon Expiration of this Agreement

- a. Lessor, upon the expiration of this Agreement, shall furnish a Quit Claim Deed to Lessee in fee simple for the Leased Premises as long as Lessee has not materially breached any covenant or obligation in this Agreement.
- b. Lessee shall pay all transfer, closing and assessment costs relating to the transfer of the Leased Premises upon the expiration of this Agreement.

- c. The closing date of this transfer shall be no later than December 31, 2027 or at such other time as may be mutually agreed upon, in writing, by the Lessor and Lessee.

6. Lessor's Obligations

- a. Lessor shall dedicate a portion of the Leased Premises as right-of-way.

7. Lessee's Obligations

- a. At Lessee's sole expense, Lessee shall install a sign on the leased premises that includes the following language regarding COVID-19: "Covid vaccine, testing and all community needs including personal protective equipment available here at no cost to our community members." Lessee must submit the sign plans to the Lessor for review and approval prior to installation.
- b. At Lessee's sole expense, Lessee shall install a minimum six foot wide concrete sidewalk along Superior Street roughly one foot west of the right of way line from Monroe Street to the Erie County Health Department campus by December 31st, 2023. Lessee shall install the sidewalk in compliance with all applicable Community Development Block Grant program regulations.

8. Maintenance

- a. Lessee shall not commit, or allow others to commit, waste or damage to the Leased Premises. Lessee shall maintain the Leased Premises, and any improvements to the Leased Premises, in a neat and orderly condition.
- b. Lessee shall also obtain the City's permission before altering the Leased Premises, which includes but is not limited to modifying or installing sidewalks, landscaping, structures or any signage during the term of this Agreement.
- c. The Lessee shall comply at all times with all applicable federal, state, and local statutes, ordinances, regulations, policies and executive orders, at Lessee's own expense.

9. Permissible Uses

- a. The Leased Premises are leased to Lessee for the purpose of expanding pedestrian access and for signage.
- b. Lessee shall not use, or permit to be used, the Leased Premises for any purpose other than that for which the premises have been leased and in the manner

provided in this Agreement, unless otherwise agreed upon, in writing, by the Lessor and Lessee.

10. Insurance

- a. Lessee shall procure and maintain public liability insurance for the Leased Premises with single limits of at least \$1,000,000 for personal injury or death to one or more persons arising out of any one accident or occurrence and property damage. Lessor and its departments, boards, commission, officials, and employees shall be named as additional insureds. The policy shall contain an agreement by the insurer that it will not cancel or make material change to the policy except after fifteen (15) days' prior written notice to Lessor and Lessee and that any loss otherwise payable shall be payable notwithstanding any act or negligence of Lessor or Lessee that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment.
- b. Lessee shall keep the Leased Premises insured against loss by fire and all of the risks and perils insured against in an extended coverage insurance policy, in an amount equal to the full replacement cost of the Leased Premises, including vandalism and malicious mischief endorsements. Lessee shall be responsible for insuring all other property including Lessee's personal property.

11. Indemnification

- a. The Lessee shall indemnify, hold harmless, and, if requested, defend the Lessor and its officers, employees, and agents against all actions, claims, demands, loss, costs, damages, liabilities and expenses of any kind which concerns or is directly or indirectly related to this Agreement or the Lessee's use of the Leased Premises. In no event shall the Lessor be responsible for any loss, cost, damage, liability or expense incurred by the Lessee.

12. Assignment or Sublease

- a. Lessee shall not assign any obligations or sublease the Leased Premises without the written consent of the Lessor.

13. Termination

- a. If Lessee breaches any of terms of this Agreement and/or fails to comply with the Lessor's covenants contained herein or if said payment or any part of it shall at any time be in arrears and unpaid for thirty (30) days after the same ought to have been paid, or if the Lessee shall at any time fail or neglect to perform and observe

any of the covenants, obligations, conditions, or agreements herein contained and on their part to be performed and observed, or shall be adjudged bankrupt or insolvent, then and in such case, Lessor may give Lessee written notice of such default and if Lessee does not cure any default within thirty (30) days, after giving of such notice then Lessor may immediately terminate this Agreement. On the date specified in the notice, the term of this Agreement shall terminate and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable for their payments until vacating the premises. If this Agreement shall have been so terminated by Lessor, Lessor may immediately thereafter resume possession of the Leased Premises by any lawful means and remove Lessee and their property.

14. Waiver

- a. The rights and remedies of Lessor and Lessee under this Agreement, as well of those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies under this Agreement or allowed by law. A waiver by Lessor or Lessee of any breach or breaches, default or defaults, of the other party under this Agreement shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach of default, and it is agreed that the acceptance by Lessor of any installment of rent, subsequent to the date the same should have been paid under this Agreement shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date. The acceptance and use by Lessee of any part of the premises subsequent to the date of default by Lessor should have been remedied shall in no manner alter or affect the covenant and obligations of Lessor pursuant to this Agreement. No receipt of money by Lessor after the termination in any way of this Agreement shall reinstate, continue or extend the term above.

15. Notice

- a. All notices to be given by either party shall be in writing and given by personal delivery to the Lessor or Lessee or shall be sent by registered mail addressed to the party intended to be notified at the party's addresses below. If the parties use regular mail, notice shall be deemed given as of the date when deposited in any post office box or post office.

- i. Lessor City of Sandusky
 C/O City Manager
 240 Columbus Ave.
 Sandusky, Ohio 44879

With copies sent to:

Law Director
City of Sandusky
240 Columbus Ave.
Sandusky, Ohio 44870

Finance Director
City of Sandusky
240 Columbus Ave.
Sandusky, Ohio 44870

- ii. Lessee Erie County Health Department
 C/O Health Commissioner
 420 Superior Street
 Sandusky, Ohio 44870

16. Covenants to Run with the Leased Premises

- a. The covenants contained in this Agreement shall run with the Leased Premises, and shall bind the heirs, executors, administrators, assigns, and successors of Lessor and Lessee respectively. Consent of Lessor to assignment and acceptance of rent from assignee of Lessee shall not release Lessee from the obligation to pay rent and comply with the other conditions of this Agreement.

17. Entire Agreement

- a. This Agreement contains the entire agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced by an Agreement in writing signed by the Lessor and Lessee after the date of this Agreement.

18. Severability

- a. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not render the other provisions invalid, illegal or unenforceable.

19. Captions

- a. The captions of this Agreement are for convenience only and are not a part of this Agreement, and they shall have no effect on the construction or interpretation of this Agreement.

20. Choice of Law

- a. This Agreement shall be construed and interpreted in accordance with the law of the State of Ohio.

DRAFT

Signature Pages to Follow

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

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.

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

Notary Public

My Commission Expires: _____

WITNESSES:

LESSEE: Erie County Health Department

Peter T. Schade, Health Commissioner

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 _____, and acknowledged their execution of the foregoing instrument as said Lessee on behalf of themselves and that the same is their voluntary act and deed.

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

Notary Public

My Commission Expires: _____

Approved as to Form:

Brendan Heil (#0091991)
Law Director, City of Sandusky

Exhibit A

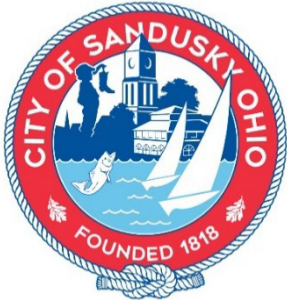
3201 Monroe Street

Situated in part of Lot Number 70, Fourth Ward, City of Sandusky, Erie County, Ohio, and being more particularly described as follows;

Commencing at a point marking the intersection of the northerly right of way line of Monroe Street with the westerly right of way line of Superior Street, said point being the principal place of beginning for this description;

- 1)Thence South $86^{\circ}-10'-00''$ West, along the northerly right of way line of Monroe Street, a distance of 49.53 feet to a point;
- 2)Thence North $03^{\circ}-50'-00''$ West, a distance of 125.00 feet to a point;
- 3)Thence North $86^{\circ}-10'-00''$ East, along the southerly line of a parcel of land now or formerly owned by Periodical Publishing Service Bureau Inc. as recorded in Volume 322 Page 289 of the Erie County Deed Records, a distance of 49.53 feet to a point on the westerly right of way line of Superior Street;
- 4)Thence South $03^{\circ}-50'-00''$ East, along the westerly right of way line of Superior Street, a distance of 125.00 feet to the place of beginning and containing 0.1421 acres of land but subject to all legal highways, easements and restrictions of record.

*Less any portion of the property dedicated as Public Right of Way.



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5730
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Nicole Grohe, Community Development Program Administrator
Date: August 30th, 2022
Subject: Commission Agenda Item – Permission to Bid CDBG FY21 Demolition Project #4

Item for Consideration: Resolution of necessity for permission to bid the asbestos abatement and demolition of four residential properties.

Background Information: 1817 Pierce Street, 521 Perry Street, 736 E. Park Street, and 1922 Clay Street (garage only) have been ordered for demolition by the City's Housing Appeals Board.

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

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. After receipt and review of bids, staff will present to City Commission a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition. The costs for the demolition and asbestos abatement will be paid with FY 21 Community Development Block Grant funds. All costs related to the demolition and asbestos abatement of the properties will be charged to the owners and assessed to the property.

Action Requested: It is requested that the proposed CDBG FY21 Demolition Project #4 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

Nicole Grohe

Community Development Program Administrator

I concur with this recommendation:

Jonathan Holody

Director of Community Development

Eric Wobser

City Manager

cc: Brendan Heil, Law Director

Michelle Reeder, Finance Director

Cathy Meyers, Clerk of City Commission

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY21 DEMOLITION PROJECT #4; DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed CDBG FY21 Demolition Project #4 involves asbestos abatement and demolition of four (4) residential properties; and

WHEREAS, the residential properties are located at 1817 Pierce Street, 521 Perry Street, 736 E. Park Street, and 1922 Clay Street (garage only) and were ordered for demolition by the City's Housing Appeals Board; 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 will be charged to the owners and assessed to the property; and

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

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

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

Section 1. This City Commission approves of the proposed CDBG FY21 Demolition Project #4.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY21 Demolition Project #4 at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed CDBG FY21 Demolition Project #4 as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and

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

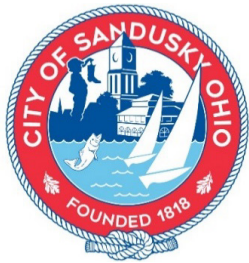
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: August 22, 2022

Subject: **Commission Agenda Item – Permission to Re-Bid the Perkins Avenue Waterline Replacement and Street Resurfacing Project**

ITEM FOR CONSIDERATION: Requesting legislation repealing Resolution No. 041-22 and authorizing the City Manager to accept bids for the Perkins Avenue Waterline Replacement and Street Resurfacing Project.

BACKGROUND INFORMATION: On July 11, 2022, City commission approved Resolution 041-22R to bid out the Perkins Ave. Waterline Replacement and Street Resurfacing Project. The City publicly bid the project accordingly and received no bids. After discussing the project with multiple potential contractors, common themes of current material pricing and availability in order to meet the completion date created hesitation in their submission of an acceptable bid. Therefore, the two items we have amended in efforts to attract more potential bidders was increasing the Engineer's Estimate and extending the completion date.

The catalyst for this project is the old water main on Perkins Avenue and 52nd Street that average between 6 and 10 breaks every winter. When the Erie County Engineers decided to resurface the southern half of Perkins Avenue in 2019, they said that they could not wait for the City to design and construct a new water line because City staff had made the same request in 2003 when the road was resurfaced at that time. This comment reinforced the desire, and more importantly, the need to replace this extremely poor infrastructure. As with all of the major reconstruction projects, staff also wanted to make spot improvements to drainage, turning radii, walkability, safety, drive access, and curbing.

The section of Perkins Avenue included in the project starts at Anita Avenue, which is where ODOT completed intersection improvements and water line replacement several years ago. It terminates at the Mills Creek bridge, just west of the old YMCA, for a total length of nearly 2 miles. The old 6-inch waterline being replaced is over 80 years old and the pavement was last resurfaced 19 years ago (2003). We have had over 75 water main breaks recorded on this stretch of Perkins Ave. and the roadway is one of the most heavily travelled East-West connectors in Erie County.

Adding 52nd Street to the project is also very important since there are consistently between 2 and 3 breaks on this water main every winter; and every break on 52nd has an impact on the businesses along that block of Perkins Avenue.

In summary, this project consists of replacing the water main, fire hydrants, service lines and water meters, limited sidewalks, driveway aprons, catch basins, asphalt resurfacing, ADA ramps, and curbing. Specifics include:

- Just under 2 miles of new 8-inch water main
- 64 new copper water services

- 0.8 miles of new curbing
 - There is quite a bit of curb missing at intersections and in front of the high school which causes problems for drainage and property maintenance
- Wider turning radii at Hancock where trucks frequently drive over the curb
- 0.8 miles of new sidewalk
 - The focus here is to improve pedestrian connectivity not just to the businesses, but also to the Sandusky High School, Churchwell Park, and Mills Street.
- 17 upgraded ADA curb ramps
- Rebuilding and increasing the number of catch basins to improve drainage
- Improving driveway and intersecting roadway access points, while providing limited access for some of the wider drive aprons
- Resurfacing the asphalt pavement within the City's corporation limit, as the county paved the Township's portion in 2019.

With the extent of underground work required prior to paving and the logistical delays on material availability, the completion date for this project has been set for October 1, 2023. Careful coordination with the contractor will be crucial as a portion of the construction activity will likely take place during favorable weather, 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. These same stakeholders have been wonderful to work with to date as many are extremely thankful for the work that will be taking place. Some have even said that they are planning to install landscaping and undertake other beautification efforts on their properties after completion of the project.

BUDGETARY INFORMATION: The revised engineer's estimate for the construction costs is \$5,257,777.18, including contingencies, which is estimated to be split between the following:

Fund	Amount
OPWC - grant	\$ 325,000.00
OPWC - loan (0%)	\$ 145,049.00
OWDA - loan (Water)	\$ 3,306,757.71
OWDA - loan (Sewer/STO)	\$ 534,334.87
Issue 8	\$ 946,635.60
TOTAL: \$ 5,257,777.18	

ACTION REQUESTED: It is recommended that the proper legislation be approved repealing Resolution No. 041-22 and allowing the city manager to accept bids for the Perkins Avenue Waterline Replacement and Street Resurfacing Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project as soon as possible to get water line materials ordered so that they may be on-hand as soon as the weather breaks, expediting the underground portion of work.

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

RESOLUTION NO. _____

A RESOLUTION REPEALING RESOLUTION NO. 041-22R AND DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED PERKINS AVENUE WATERLINE AND RESURFACING PROJECT; APPROVING THE REVISED 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.

WHEREAS, the proposed Perkins Avenue Waterline and Resurfacing Project will provide for the replacement of the waterline with a new, larger size line, allowing better flows and water quality in the immediate and adjacent areas, fire hydrants, service lines and water meters, limited sidewalks, driveway aprons, catch basins, asphalt resurfacing, ADA ramps, and curbing on Perkins Avenue beginning at Anita Avenue and ending at the Mills Creek bridge, just west of the old YMCA, for a total length of nearly two (2) miles and additionally includes 52nd Street; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with GPD Group of Cleveland, Ohio, for the Perkins Avenue Waterline and Resurfacing Project by Ordinance No. 21-078, passed on May 24, 2021; and

WHEREAS, the City Commission authorized the submission of an application and to enter into a Project Agreement with the Ohio Public Works Commission (OPWC) to participate in the Ohio Public Works Commission’s State Capital Improvement and/or Local Transportation Improvement Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Perkins Avenue Waterline and Resurfacing Project by Resolution No. 036-21R, passed on August 23, 2021; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Perkins Avenue Waterline and Resurfacing Project by Resolution No. 041-22R, passed on July 11, 2022; and

WHEREAS, subsequent to formal competitive bidding as required by law, no bids were received and after discussing the project with multiple potential contractors, common themes of current material pricing and availability in order to meet the completion date created concerns and hesitation to submit a bid; and

WHEREAS, upon further review of the project and in an effort to obtain a contractor for the project, the time of completion will be extended and the engineer’s estimate was increased; and

WHEREAS, the revised estimated for construction costs of the project is \$5,257,777.18, including contingencies, and is estimated to be paid as follows:

Fund	Amount
OPWC - grant	\$ 325,000.00
OPWC - loan (0%)	\$ 145,049.00
OWDA - loan (Water)	\$ 3,306,757.71
OWDA - loan (Sewer/STO)	\$ 534,334.87
Issue 8	\$ 946,635.60

TOTAL: \$ 5,257,777.18

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 obtain competitive bids, award a contract and allow the contractor to order the water line materials as soon as possible so they will be available when weather permits, expediting the underground portion of the work; 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. This City Commission hereby repeals Resolution 041-22R, passed on July 11, 2022.

Section 2. The revised 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 Perkins Avenue Waterline and Resurfacing Project be and the same hereby are approved by this City Commission.

Section 3. This City Commission hereby declares it necessary to proceed with the proposed Perkins Avenue Waterline and Resurfacing Project, at the earliest possible time.

Section 4. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Perkins Avenue Waterline and Resurfacing Project, as required by law.

Section 5. 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 6. 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

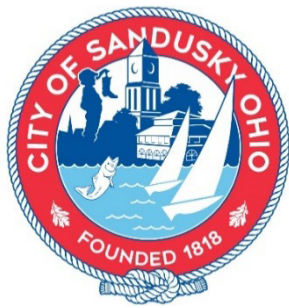
law.

Section 7. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: August 29, 2022

Subject: Commission Agenda Item – Permission to Award the Sandusky Justice Center project

ITEM FOR CONSIDERATION: Requesting legislation to award a contract to Mosser Construction, Inc. of Fremont, Ohio for the Sandusky Justice Center project.

BACKGROUND INFORMATION: The Justice Center project, which began with site selection in 2016, is ready to move to the construction phase. The comprehensive and thorough two-phased design was completed by Richard L. Bowen & Associates, Inc. (Bowen) of Cleveland, Ohio in July of 2022, and Sandusky City Commission granted permission to the bid the project on July 11, 2022, via resolution 040-22R. The project consists of renovating and reconstructing the existing facility at 222 Meigs Street.

The following eight (8) bids were received on Thursday, August 11, 2022, at a formal bid opening:

Cold Harbor Building Co. Chardon, Ohio 100% Bid Bond	Base: \$11,504,350.00 Alt 1: (\$20,000.00) Alt 2: \$15,000.00 Alt 3: \$150,000.00
Tuttle Construction Lima, Ohio 100% Bid Bond	Base: \$12,840,000.00 Alt 1: (\$10,000.00) Alt 2: \$17,000.00 Alt 3: \$150,000.00
Mosser Construction, Inc. Fremont, Ohio 100% Bid Bond	Base: \$10,453,500.00 Alt 1: (\$46,000.00) Alt 2: \$20,300.00 Alt 3: \$150,000.00
Vendrick Construction Brookfield, Ohio 100% Bid Bond	Base: \$11,834,000.00 Alt 1: (\$30,000.00) Alt 2: \$17,000.00 Alt 3: \$150,000.00
Dunlop and Johnson Valley City, Ohio 100% Bid Bond	Base: \$10,974,525.00 Alt 1: (\$15,000.00) Alt 2: \$12,600.00 Alt 3: \$150,000.00

John G Johnson	Base: \$12,142,022.00
Chagrin Falls, Ohio	Alt 1: (\$120,000.00)
100% Bid Bond	Alt 2: \$12,800.00
	Alt 3: \$150,000.00
Alvada	Base: \$11,812,045.00
Finley, Ohio	Alt 1: -
100% Bid Bond	Alt 2: \$22,500.00
	Alt 3: \$150,000.00
Adena Corporation	Base: \$11,848,000.00
Westerville, Ohio	Alt 1: (\$50,000.00)
100% Bid Bond	Alt 2: \$11,500.00
	Alt 3: \$150,000.00

Bowen conducted a scope review with the apparent low bidder on August 22, 2022 and provided the attached Recommendation to Award dated August 25, 2022 to Mosser Construction, Inc. as the lowest and best bidder. Staff concurs with their recommendation to award the base bid plus Add Alternate Numbers 2 and 3 for a total contract cost of \$10,623,800.00. The architect's opinion of probable cost for the base bid only was \$13,177,301.00.

Construction completion is estimated to be during the spring of 2024. Construction oversight is already included as part of the final design contract with Bowen. Staff is working with Osupplies.com to develop a contract that will be presented to City Commission for procurement of new furniture where existing furniture can not be reused.

BUDGETARY INFORMATION: The total base bid plus alternates 2 and 3 shall not exceed \$10,623,800.00 with 40% (\$4,249,520) attributed to the Sandusky Municipal Court and 60% (\$6,374,280) attributed to the Sandusky Police Department. Staff anticipates issuing debt for this project with debt service payments being paid from Capital Projects and General Bond Retirement funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared authorizing a contract to Mosser Construction, Inc. of Fremont, Ohio for construction of the Sandusky Justice Center project under suspension of the rules and in full accordance with Section 14 of the City Charter in order to proceed as quickly as possible with construction activities since there are continuous maintenance costs and operational inefficiencies associated with the existing building due to its present condition.

I concur with this recommendation:

Eric Wobser
City Manager

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



RLB#13129.00
JUSTICE CENTER PROJECT
CITY OF SANDUSKY
222 MEIGS STREET
SANDUSKY, OH 44870

CONTACT:
AARON KLEIN
DIRECTOR OF PUBLIC WORKS
240 COLUMBUS AVENUE
SANDUSKY, OH 44870

AUGUST 25, 2022

**RE: Sandusky Justice Center Renovation
Recommendation to Award – Mosser Construction, Inc.**

Dear Director Klein,

Please consider this correspondence as our formal recommendation to award the single prime contract for construction to **Mosser Construction, Inc.** for the Sandusky Justice Center Renovation project.

The total contract amount is composed of the following:

Base Bid including Allowances	\$ 10,453,500.00
Alternate #2 – Landscape Plantings and Mulch	\$ 20,300.00
Alternate #3 – Owner-Directed Work	\$ 150,000.00
Total Contract Value	\$ 10,623,800.00

Our recommendation is based on the following:

1. Eight (8) bids were received on Thursday, August 11, 2022. Of the bids received, **Mosser Construction, Inc.** submitted the lowest Base Bid amount. The next lowest bidder's proposed Base Bid amount exceeded Mosser's bid by \$521,025.00.
2. Mosser's bid submission included all required documents.
3. Mosser's Base Bid amount is below the published estimate (\$13,177,301.00).
4. On Monday, August 22, 2022, Bowen completed a scope review with representatives from Mosser Construction, Inc.. Bowen's representatives included Robyn Wolf, AIA (Project Manager), Thomas Sutton (CA Project Manager), and the MEPT Project Manager, Steve Bohn, PE (TEC, Inc.). Mosser Construction, Inc. representatives included Andy Boedeker, (Vice President) and Matt Otermat (Estimator).
5. During the scope review, Mosser Construction, Inc. demonstrated a clear understanding of the requirements of this project and alternates. They verbally acknowledged that they received the full set of bid documents (plans, specs, and addenda) and took no exceptions. A copy of the scope review questions and responses are attached to this letter.

If you should have any questions regarding the enclosed information, please don't hesitate to call.

Sincerely,
RICHARD L. BOWEN + ASSOCIATES INC.

Robyn A. Wolf, AIA
Project Manager

cc: M. Stookey – Sandusky; A. Renzi, K. Emling, T. Larke, T. Sutton – Bowen



SCOPE REVIEW – APPARENT LOW BID

DATE: August 22, 2022

TO: Aaron Klein, PE, Director of Public Works, City of Sandusky

FROM: Robyn Wolf, AIA, Project Manager, Bowen

RE: Sandusky Justice Center Renovation Project
Apparent Low Bid Scope Review – Mosser Group

The following questions were reviewed with Mosser Group (apparent low bidder) for the Sandusky Justice Center Renovation project construction contract:

1. Have you bid all the contract documents (drawings and specifications)?
Response: Yes.
2. Do you have any questions or concerns on anything in the documents?
Response: No.
3. Have you completed projects of similar size and scope?
Response: Yes.
4. Have you worked on single-prime projects in the past?
Response: Yes.
5. Do you have any questions or concerns on the coordinating with the Owner's Representative?
Response: No.
6. Do you intend on having a full-time Superintendent on site?
Response: Yes.
7. Will you have a Project Manager available for weekly site meetings?
Response: Yes.
8. Will you have an office trailer? Will you develop/provide a construction site plan?
Response: Yes.
9. Have you covered general labor for cleanup?
Response: Yes.
10. Have you included daily and final cleaning?
Response: Yes.

11. Have you included dumpsters/roll offs for site trash?
Response: Yes.
12. Have you included all construction fencing?
Response: Yes.
13. Have you reviewed the construction phasing plan? Have you included development of a detailed phasing plan and construction schedule?
Response: Yes.
14. Is there anything that appears to be an obstacle to meeting the schedule?
Response: Anticipated challenges include lead times on equipment and prompt access to restricted areas. Alternately, once Mosser's PM and Superintendent develop a detailed schedule and phasing plan, they may find ways to better the schedule.
15. Have you included design and installation of temporary shoring?
Response: Yes.
16. Have you included all items for the project alternates?
Response: Yes.
17. Have you included all of the delegated design items and submittals?
Response: Yes.
18. We anticipate award of the contract at the September 12th City Commission meeting. Will you confirm the commitment to hold the bid by Monday, August 29th?
Response: Yes.
19. Is there anything in your bid that was an open question and requires more detail before finalizing installation?
Response: No.
20. Have you included project closeout materials such as O&M Manuals, training, and as-built mark-ups?
Response: Yes.
21. Will you be self-performing any of the work?
Response: Yes – concrete, masonry, carpentry, and demolition excluding abatement.
22. Will your superintendent be working or primarily supervising?
Response: Primarily supervisory during phase 1; may be involved with demolition in phase 2.
23. This project is occurring in an occupied building that is open to the public. Do you have any experience with this type of construction? Do you have any concerns?
Response: Yes, a lot of experience. Main goal is to ensure open communication between all parties.

24. What is your approach to site security as specified?

Response: *Badges and temporary fencing will be provided. A site safety orientation will be completed when workers receive their badge.*

25. Have you reviewed the environmental report and have a plan of action for a safe and compliant asbestos removal, keeping in mind that portions of the building will be occupied daily by employees and the public?

Response: *Yes, they have completed abatement projects in occupied buildings.*

26. Is your company in litigation for any project at this time, for any reason? If yes, please explain.

Response: *No.*

27. Has your company been removed from any projects within the past 10 years, or had any major issues that the Owner should be aware of? If so, please explain.

Response: *No.*

28. A signed copy of this document will be attached to Bowen's bid recommendation letter. Are you accepting of that?

Response: *Yes.*

CIVIL

1. Do you have a complete understanding of the sewer scope of work?

Response: *Yes.*

LANDSCAPING

1. Did you include the landscaping maintenance items specified and documentation of the handoff to the Owner?

Response: *Scope was bid per plans and specifications.*

2. Did you account for temporary seeding, protection, and stabilization measures if the schedule extends longer than anticipated?

Response: *No; Mosser anticipates being on schedule for planting season.*

STRUCTURAL

1. What is your approach to meeting the bedrock requirements for new foundations?

Response: *Scope was bid per plans and specifications.*

2. Is there any aspect of the structural system that appears to be an obstacle to construction?

Response: *Coordination of temporary shoring and phasing/area access.*

MEPT

1. Have you included the temporary generator?

Response: *Scope was bid per plans and specifications.*

2. Have you included after hours or weekend work for final connections?

Response: Yes.

3. Did you include all city required vendors in the bid?

Response: Yes.

4. What type of data cabling was included in the bid?

Response: Scope was bid per plans and specifications.

5. Did you include Schedule 40 piping for all fire sprinkler piping?

Response: Scope was bid per plans and specifications.

6. Did you include cleaning, servicing, and temporary protection for brand new RTU-1 installed under a separate contract?

Response: Scope was bid per plans and specifications.

7. Has your Mechanical sub-contractor completed installation of the specified Carrier BAS on projects of similar size and scope?

Response: Yes.

8. Did you include provisions to comply with ASTM E84 for flame spread and smoke development in a plenum return HVAC system?

Response: Scope was bid per plans and specifications.

9. Did you include room sealing measures for areas with clean agent system to comply with NFPA 2001 testing?

Response: Scope was bid per plans and specifications.

ARCHITECTURAL

1. Do you have any questions about the roof scope regarding the areas to be roofed over?

Response: No questions on scope. Further discussion regarding details will be needed once the project starts.

2. Do you have any concerns with any materials, products, and details?

Response: No.

MOSSER

1. Will the Meigs Street project be done before this project starts?

Response: Per City – The Meigs Street project is projected to be complete by the end of October.

2. What is the process for contract award?

Response: Recommendation to award will be provided to Finance by 8/31, and it is anticipated that it will be on the 9/12 City Commission agenda for award under the first reading. Once awarded, Public Works will assemble the contract book for signature.

Architect:


Robyn Wolf, AIA, Project Manager, Bowen

8/23/22

Date

Contractor:


Name/Title
ANDREW BOEDECKER, VICE PRESIDENT

8/25/22

Date

CERTIFICATE OF FUNDS

In the Matter of: Mosser Construction- Justice Center Project Award

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

Account #110, 240, 430, 431

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/29/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MOSSER CONSTRUCTION, INC. OF FREMONT, OHIO, FOR THE SANDUSKY JUSTICE CENTER PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Justice Center Project consists of renovating and reconstructing the former City Hall, located at 222 Meigs Street, to serve as the Sandusky Justice Center, and house the Sandusky Police Department, Sandusky Municipal Court, and Prosecutor's Office; and

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

WHEREAS, the City Commission approved a First Amendment to the agreement for Professional Design Services with Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I & II by Ordinance No. 21-122, passed on July 26, 2021; and

WHEREAS, the final design is complete and the site plan was presented and unanimously approved at the Planning Commission meeting on June 22, 2022; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Sandusky Justice Center Project by Resolution No. 040-22R, passed on July 11, 2022; and

WHEREAS, upon public competitive bidding as required by law eight (8) appropriate bids were received and the bid from Mosser Construction, Inc. of Fremont, Ohio, was determined to be the lowest and best bid; and

WHEREAS, on August 22, 2022, the consultant, Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, conducted a scope review with the lowest bidder and recommends awarding the project to Mosser Construction, Inc. of Fremont, Ohio, and Staff agrees with this recommendation; and

WHEREAS, the total construction cost of this project, including alternate bids 2 and 3, is \$10,623,800.00 with 40% (\$4,249,520.00) attributed to the Sandusky Municipal Court and 60% (\$6,374,280.00) attributed to the Sandusky Police Department and the City anticipates issuing debt for the project and the debt service payments will be paid with Capital Projects Funds and General Bond Retirement Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to proceed as quickly as possible with construction activities since there are continuous maintenance costs and operational inefficiencies associated with the existing building due to its present condition; and

WHEREAS, in that it is deemed necessary in order to provide for the

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Mosser Construction, Inc. of Fremont, Ohio, for the Sandusky Justice Center Project in an amount **not to exceed** Ten Million Six Hundred Twenty Three Thousand Eight Hundred and 00/100 Dollars (\$10,623,800.00) consistent with the bid submitted by Mosser Construction, Inc. of Fremont, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: September 12, 2022