



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JANUARY 9, 2023 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Poggiali
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	M. Meinzer, W. Poole, D. Murray, D. Brady, S. Poggiali, D. Waddington, B. Harris
APPROVAL OF MINUTES	December 21, 2022 Regular Meeting
AUDIENCE PARTICIPATION	
PUBLIC HEARING	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Cathy Myers, Commission Clerk

TREX LIQUOR LICENSE TRANSFER TO HALO LIVE LLC

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

Notice to Legislative Authority for TREX Transfer of D1 (beer only for on premises consumption or in original sealed containers for carry out only until 1:00 a.m.) **and D2** (wine and mixed beverages for on premises consumption or in original sealed containers for carry out only until 1:00 a.m.) **liquor permit TREX transfer FROM: City Barbeque LLC, 24325 Chagrin Blvd., Beachwood, TO: Halo Live LLC, 805 Wayne Street.**

ITEM B – Submitted by Michelle Reeder, Finance Director

BUDGET 2023 – SECOND READING

ORDINANCE NO. _____: It is requested an ordinance be passed making general appropriations for the fiscal year 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Nicole Grohe, CDBG Program Administrator

ERIE COUNTY HEALTH DEPARTMENT AGREEMENT FOR LEAD PAINT REMOVAL PROGRAM

Budgetary Information: The City of Sandusky will award the Erie County Health Department a total of \$94,458.02 for the Lead Paint Removal Program for the CDBG Program Year FY2022 (\$26,820.22) and FY2021 (\$67,637.80). This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a subrecipient agreement with the Erie County Health Department for their Lead Paint Removal Program and to expend an amount not to exceed \$94,458.02 from the FY2021 and FY2022 Community Development Block Grant (CDBG) Funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM 1 – Submitted by Colleen Gilson, Chief Neighborhood Development Officer/Interim Asst. City Manager

RIGHT TO SELL AGREEMENT FOR MARKET STREET PARCELS WITH RUSSELL REAL ESTATE

Budgetary Information: After execution of a City Commission approved purchase and sale agreement with an approved buyer and upon closing of the transaction, the City will be responsible for paying Russell Real Estate Services a broker commission of 8% of the gross sales price. The funds will be paid to Russell Real Estate through closing. Once per calendar year while agreement is active, the City also agrees to pay a one-time fee of \$265 payable upon initial sale. The balance of funds will be deposited into the Real Estate Development Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an exclusive right to sell agreement with Russell Real Estate Services of Sandusky, Ohio, for the marketing and sale of portion of Parcel No. 56-00983.000 located at the southeast corner of E. Market Street and Warren (formerly part of the Sandusky Cabinets property); and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Jane Cullen, Assistant City Engineer

AWARD EAST MONROE STREET RESURFACING PROJECT TO ERIE BLACKTOP

Budgetary Information: The total construction cost shall not exceed \$769,134.27. ODOT will fund 80% eligible costs in the amount of \$615,307.42. The City's 20% share of \$153,826.85 will be funded with Issue 8 Street Funds from the Capital Projects Fund.

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

ITEM 3 – Submitted by Jane Cullen, Assistant City Engineer

AWARD HEALTHY HAYES PROJECT TO MILLER CABLE CO.

Budgetary Information: The total construction cost shall not exceed \$809,400.00. ODOT will fund through the Highway Safety Improvement Program (HSIP) 90% of eligible costs in the amount of \$722,700.00. The City’s share of \$86,700.00 will be funded with Issue 8 Street Funds from the Capital Projects Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Miller Cable Co. of Green Springs, Ohio, for the Healthy Hayes Safety Improvements Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Aaron Klein – Public Works Director

MILLS STREET HIGH-RATE TREATMENT PROJECT PDS AMENDMENT #2 WITH STANTEC

Budgetary Information: The current contract price for Stantec is \$2,031,311.84. Amendment #2 is estimated at \$1,642,466.88 for Mills HRT and UV Disinfection Replacement. If approved, the total contract price for Stantec including both amendments would be \$3,673,778.72. These two construction contracts are estimated to total approximately \$38M. The City has submitted a formal application for reimbursement through a low-interest loan from the Water Pollution Control Loan Fund (WPCLF). Erie County would be required to pay their fair share of both projects, which is assumed to be 13.9% of the Mills Street HRT project and 46.18% of the UV Disinfection project, including design and construction administration services.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a second amendment to the agreement for professional design services with Stantec Consulting Services, Inc., of Cleveland, Ohio, for the Mills Street High-Rate Treatment Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Aaron Klein – Public Works Director

AWARD THE MILLS STREET HIGH-RATE TREATMENT PROJECT TO GREAT LAKES

Budgetary Information: The total base bid shall not exceed \$33,570,075.00 and will initially be paid with Sewer Funds. The City has submitted a formal application for reimbursement through a low-interest loan from the Water Pollution Control Loan Fund (WPCLF). Erie County would be required to pay their fair share of both projects, which is assumed to be 13.9% of the Mills Street HRT project and 46.18% of the UV Disinfection project, including design and construction administration services.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with the Great Lake Construction Co., of Hinckley, Ohio, for the Mills Street High-Rate Treatment 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

3536637		TREX		HALO LIVE LLC	
PERMIT NUMBER		TYPE		805 WAYNE ST	
10	01	2022		SANDUSKY OH 44870	
ISSUE DATE					
12	16	2022			
FILING DATE					
D1	D2	PERMIT CLASSES			
22	077	B	F28877		
TAX DISTRICT		RECEIPT NO.			

FROM 12/20/2022

15087810125				CITY BARBEQUE LLC	
PERMIT NUMBER		TYPE		24325 CHAGRIN BLVD	
10	01	2022		BEACHWOOD OH 44122	
ISSUE DATE					
12	16	2022			
FILING DATE					
D1	D2	PERMIT CLASSES			
18	022				
TAX DISTRICT		RECEIPT NO.			



MAILED 12/20/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

01/20/2023

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 TREX 3536637**

(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

Cathy Myers

From: Jared Oliver
Sent: Wednesday, January 4, 2023 8:53 AM
To: Cathy Myers; Jonathan Holody; Mario D'Amico
Subject: RE: Liquor License F28877 for Halo Live 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@cityofsandusky.com>
Sent: Tuesday, January 3, 2023 1:00 PM
To: Jared Oliver <joliver@cityofsandusky.com>; Jonathan Holody <jholody@cityofsandusky.com>; Mario D'Amico <mdamico@ci.sandusky.oh.us>
Subject: Liquor License F28877 for Halo Live LLC

This is a TREX transfer from City Barbeque LLC, Beachwood, to Halo Live LLC, 805 Wayne Street.

D1, D2: Beer only for on premises consumption or In original sealed containers for carry-out only until 1:00am.
Wine and mixed beverages for on premises consumption or in original sealed containers for carry-out until 1:00am.

This TREX transfer was approved at Commission Meeting 11/28/22. Please let Commission know your thoughts for license.

Cathy Myers

From: Mario D'Amico
Sent: Tuesday, January 3, 2023 1:21 PM
To: Cathy Myers
Subject: Re: Liquor License F28877 for Halo Live LLC

SFD has no issues with this transfer.



Mario D'Amico | *Fire Chief*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5822 | F: 419.627.5820
mdamico@ci.sandusky.oh.us

From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Tuesday, January 3, 2023 12:59 PM
To: Jared Oliver <joliver@cityofsandusky.com>; Jonathan Holody <jholody@cityofsandusky.com>; Mario D'Amico <mdamico@ci.sandusky.oh.us>
Subject: Liquor License F28877 for Halo Live LLC

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This TREX transfer was approved at Commission Meeting 11/28/22. Please let Commission know your thoughts for license.

Cathy Myers

From: Jonathan Holody
Sent: Wednesday, January 4, 2023 1:57 PM
To: Jared Oliver; Cathy Myers; Mario D'Amico
Subject: RE: Liquor License F28877 for Halo Live LLC

No objection from Community Development.

Jonathan

From: Jared Oliver <joliver@cityofsandusky.com>
Sent: Wednesday, January 4, 2023 8:53 AM
To: Cathy Myers <CommissionClerk@cityofsandusky.com>; Jonathan Holody <jholody@cityofsandusky.com>; Mario D'Amico <mdamico@ci.sandusky.oh.us>
Subject: RE: Liquor License F28877 for Halo Live LLC

SPD has no issues with this transfer.



Jared Oliver | Chief of Police
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From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Tuesday, January 3, 2023 1:00 PM
To: Jared Oliver <joliver@cityofsandusky.com>; Jonathan Holody <jholody@cityofsandusky.com>; Mario D'Amico <mdamico@ci.sandusky.oh.us>
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Wine and mixed beverages for on premises consumption or in original sealed containers for carry-out until 1:00am.

This TREX transfer was approved at Commission Meeting 11/28/22. Please let Commission know your thoughts for license.

ORDINANCE NO. _____

AN ORDINANCE MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission passed at first reading the general appropriations for the fiscal year 2023 at their regularly scheduled meeting on December 12, 2022; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the 2023 budget to allow the financial transactions of the City to be posted and kept up-to-date in the accounting system at the earliest opportunity; and

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

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

Section 1. There shall be and hereby are appropriated out of any funds now in the treasury and any accruing revenues of the City available for said purposes, the values set forth below for the payment of all expenses and obligations of the City during fiscal year 2023, for the various purposes hereinafter specified.

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

<u>DEPARTMENT</u>	<u>BUDGET</u>
1010. POLICE DEPARTMENT	
Personnel	4,715,927.00
Other	441,200.00
Total 1010. POLICE DEPARTMENT	<u>5,157,127.00</u>

1020. POLICE RECORDS	
Personnel	154,207.00
Other	172,300.00
Total 1020. POLICE RECORDS	326,507.00
1030. POLICE-RESERVE	
Personnel	129,453.00
Other	3,700.00
Total 1030. POLICE-RESERVE	133,153.00
1310. FIRE DEPARTMENT	
Personnel	4,841,364.00
Other	448,429.00
Total 1310. FIRE DEPARTMENT	5,289,793.00
1610. STREET LIGHTING CONTRACT	
Other	270,000.00
Total 1610. STREET LIGHTING CONTRACT	270,000.00
2600. OAKLAND CEMETERY DEPT	
Personnel	277,950.00
Other	125,097.00
Total 2600. OAKLAND CEMETERY DEPT	403,047.00
3300. PARKS & PUBLIC REALM	
Personnel	809,049.00
Other	450,850.00
Total 3300. PARKS & PUBLIC REALM	1,259,899.00
4010. CODE ENFORCEMENT	
Personnel	105,500.00
Other	30,900.00
Total 4010. CODE ENFORCEMENT	136,400.00
4070. ECONOMIC DEVELOPMENT	
Personnel	351,020.00
Other	57,750.00
Total 4070. ECONOMIC DEVELOPMENT	408,770.00
4090. BUILDING DIV	
Personnel	333,713.00
Other	56,972.00
Total 4090. BUILDING DIV	390,685.00
4850. HORTICULTURAL SRV / FORESTRY	
Personnel	338,692.00
Other	138,470.00
Total 4850. HORTICULTURAL SRV / FORESTRY	477,162.00
6860. JACKSON ST PIER	
Other	68,700.00
Total 6860. JACKSON ST PIER	68,700.00
7020. CITY MANAGER DEPARTMENT	
Personnel	283,916.00
Other	108,950.00
Total 7020. CITY MANAGER DEPARTMENT	392,866.00
7030. ADMINISTRATIVE SERVICES	

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Personnel	172,904.00
Other	12,950.00
Total 7030. ADMINISTRATIVE SERVICES	185,854.00
7060. FINANCE DEPT	
Personnel	153,735.00
Other	3,920.00
Total 7060. FINANCE DEPT	157,655.00
7070. INCOME TAX DEPT	
Other	455,000.00
Total 7070. INCOME TAX DEPT	455,000.00
7080. INFORMATION TECHNOLOGY	
Personnel	148,838.00
Other	317,878.00
Total 7080. INFORMATION TECHNOLOGY	466,716.00
7100. LAW DEPT	
Personnel	253,398.00
Other	12,900.00
Total 7100. LAW DEPT	266,298.00
7200. CITY COMMISSION	
Personnel	42,473.00
Other	20,950.00
Total 7200. CITY COMMISSION	63,423.00
7210. CITY COMMISSION CLK	
Personnel	34,253.00
Other	1,175.00
Total 7210. CITY COMMISSION CLK	35,428.00
7250. MUNICIPAL COURT	
Personnel	1,072,638.00
Other	82,000.00
Total 7250. MUNICIPAL COURT	1,154,638.00
7550. BUILDING MAINTENANCE	
Personnel	150,200.00
Other	356,196.00
Total 7550. BUILDING MAINTENANCE	506,396.00
7600. ENGINEERING	
Personnel	320,064.00
Other	38,403.00
Total 7600. ENGINEERING	358,467.00
7750. FLEET MAINTENANCE	
Personnel	228,684.00
Other	120,100.00
Total 7750. FLEET MAINTENANCE	348,784.00
7900. ADMINISTRATIVE SUPPORT	
Other	1,021,100.00
Transfer: Public Transit Fund	500,000.00
Transfer: Park & Recreation Fund	350,000.00
Transfer: Capital Public art	95,000.00
Transfer: Capital Programming	185,000.00

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Transfer: Capital Projects	6,000,000.00
Transfer: Capital Housing	400,000.00
Transfer: Capital Economic Development	500,000.00
Transfer: Bond Retirement Fund	0.00
Transfer: Fire Pension:	850,000.00
Transfer: Police Pension	600,000.00
Transfer: Payroll Stabilization Fund	150,000.00
Total 7900. ADMINISTRATIVE SUPPORT	10,651,100.00
General Fund Personnel Total	14,917,978.00
General Fund Other Total	14,445,890.00
General Fund Total	29,363,868.00
216 STREET MTC & REPAIR	
Personnel	1,031,543.00
Other	800,872.00
Total 216 STREET MTC & REPAIR	1,832,415.00
217 ST HIGHWAY	
Personnel	50,028.00
Other	42,000.00
Total 217 ST HIGHWAY	92,028.00
218 TRANSIT	
Personnel	143,584.00
Other	3,264,000.00
Total 218 TRANSIT	3,407,584.00
227 PARKS & RECREATION	
Personnel	439,367.00
Other	341,270.00
Total 227 PARKS & RECREATION	780,637.00
236 FIRE PENSION TRANS	
Personnel	895,000.00
Other	53,750.00
Total 236 FIRE PENSION TRANS	948,750.00
237 POLICE PENSION TRANS	
Personnel	695,000.00
Other	40,520.00
Total 237 POLICE PENSION TRANS	735,520.00
239 STATE GRANTS	
Other	162,125.00
Total 239 STATE GRANTS	162,125.00
240 CORONAVIRUS RELIEF FUND (CRF) HB 481	
Personnel	972,158.00
Other	8,125,000.00
Total 240 CORONAVIRUS RELIEF FUND (CRF) HB 481	9,097,158.00
241 FEDERAL GRANTS	
Personnel	256,093.00
Other	1,007,650.00
Total 241 FEDERAL GRANTS	1,263,743.00
242 INDIGENT DRIVER ALCOHOL	

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Other	20,000.00
Total 242 INDIGENT DRIVER ALCOHOL	20,000.00
243 ENFORCE AND EDUC	
Other	8,400.00
Total 243 ENFORCE AND EDUC	8,400.00
244 COURT COMPUTERIZATION	
Personnel	9,504.00
Other	45,000.00
Total 244 COURT COMPUTERIZATION	54,504.00
245 INDIGENT TELEPHONE	
Other	2,000.00
Total 245 INDIGENT TELEPHONE	2,000.00
246 MUNICIPAL PROBATION	
Personnel	89,123.00
Other	7,000.00
Total 246 MUNICIPAL PROBATION	96,123.00
247 PAYROLL STABILIZATION FUND	
Personnel	345,000.00
Total 247 PAYROLL STABILIZATION FUND	345,000.00
248 REAL ESTATE DEV FUND	
Other	25,000.00
Total 248 REAL ESTATE DEV FUND	25,000.00
249 ONE OH OPIOID SETTLEMENT	
Other	10,900.00
Total 249 ONE OH OPIOID SETTLEMENT	10,900.00
430 CAPITAL IMPROVEMENT	
Other	1,290,000.00
Total 430 CAPITAL IMPROVEMENT	1,290,000.00
431 CAPITAL PROJECTS	
Personnel	66,544.00
Other	10,918,465.00
Total 431 CAPITAL PROJECTS	10,985,009.00
433 SPECIAL ASSESSMENT	
Personnel	409,662.00
Other	113,750.00
Total 433 SPECIAL ASSESSMENT	523,412.00
434 GEN BOND RETIRE	
Other	1,143,350.00
Total 434 GEN BOND RETIRE	1,143,350.00
435 URBAN RENEWAL DEBT RETIRE	
Other	614,500.00
Total 435 URBAN RENEWAL DEBT RETIRE	614,500.00
436 CENTRAL PUBLIC IMP TIF	
Other	200,000.00
Total 436 CENTRAL PUBLIC IMP TIF	200,000.00
437 CLEVELAND RD PUBLIC IMP TIF	

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Other	622,100.00
Total 437 CLEVELAND RD PUBLIC IMP TIF	622,100.00
 438 COOKE BUILDING IMPOVEMENT TIF FUND	
Other	25,000.00
Total 438 COOKE BUILDING IMPOVEMENT TIF FUND	25,000.00
 535 SP ASMNT BOND RETIRE	
Other	224,000.00
Total 535 SP ASMNT BOND RETIRE	224,000.00
 612 WATER	
Personnel	3,768,843.00
Other	5,898,813.00
Total 612 WATER	9,667,656.00
 613 SEWER	
Personnel	3,801,393.00
Other	7,073,912.00
Total 613 SEWER	10,875,305.00
 701 HEALTH INSURANCE FUND	
Other	4,900,000.00
Total 701 HEALTH INSURANCE FUND	4,900,000.00
 863 GENERAL TRUST	
Other	122,580.00
Total 863 GENERAL TRUST	122,580.00
 873 PARK ENDOWMENT	
Other	8,000.00
Total 873 PARK ENDOWMENT	8,000.00
 876 CEMETERY ENDOW	
Other	25,460.00
Total 876 CEMETERY ENDOW	25,460.00
 880 & 881 Trust & Agency	
Other	30,000.00
Total 880 STATE PATROL TRANSFER	20,000.00
 888 SP ASSESSMENTS- NON-CITY	
Other	55,000.00
Total 888 SP ASSESSMENTS- NON-CITY	55,000.00
 Personnel Total	27,890,820.00
Other Total	61,666,307.00
TOTAL ALL FUNDS	89,557,127.00

Section 3. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make

transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 9, 2023



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: John Orzech, Interim City Manager

From: Nicole Grohe, CDBG Program Administrator

Date: December 22nd, 2022

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2022 Community Development Block Grant (CDBG) – Erie County Health Department Sub recipient Agreement (Lead Paint Removal Program)

Item for Consideration: Legislation for the approval of the City of Sandusky Department of Community Development Subrecipient Agreement between the City of Sandusky and Erie County Health Department for the Lead Paint Removal Program.

Background Information: The Erie County Health Department was awarded \$94,458.02 for the CDBG FY22 Program Year to implement the Lead Paint Removal Program. The FY22 Program Year runs from July 1, 2022 to June 30, 2023.

The Lead Paint Removal Program provides grant match money for lead based paint removal activities for eligible City of Sandusky residents who have been screened by the Erie County Health Department.

Budgetary Information: The City of Sandusky will award the Erie County Health Department a total of \$94,458.02 for the Lead Paint Removal Program for the CDBG Program Year FY2022 (\$26,820.22) and FY2021 (\$67,637.80). 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

John Orzech
Interim City Manager

Jonathan Holody
Director of Community Development

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

CERTIFICATE OF FUNDS

In the Matter of: CDBG Lead Based Paint 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: 1/4/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ERIE COUNTY HEALTH DEPARTMENT FOR THEIR LEAD PAINT REMOVAL PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$94,458.02 FROM THE FY2021 AND FY2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, in accordance with the Agreement, the City of Sandusky will award the Erie County Health Department \$94,458.02 for their Lead Paint Removal Program for lead based paint removal activities for eligible Sandusky residents who have been screened by the Erie County Health Department, 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 with the Erie County Health Department and allow the funds to be expended for the program 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 the Erie County Health Department for their Lead Paint Removal Program in Sandusky, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being 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** Ninety-Four Thousand Four Hundred Fifty-Eight and 02/100 Dollars (\$94,458.02) from the FY2021 and FY2022 Community

Development Block Grant Funds to the Erie County Health Department.

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: January 9, 2023

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2023, by and between the City of Sandusky (hereinafter referred to as "City"), 240 Columbus Avenue, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Community Development, and Erie County Health Department, (hereinafter referred to as "Subrecipient"), located at 420 Superior Street, Sandusky, Ohio 44870.

WITNESSETH THAT:

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

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to implement the Erie County Health Department, Lead Paint Removal 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 ninety-four thousand four hundred fifty-eight and 00/100 dollars (\$94,458.02.).

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 \$46,000.00 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

John Orzech
Interim City Manager

Erie County Health Department

Date

Date

Brendan Heil
Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$94,458.02 being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

ACCOUNT NUMBER: _____
FUNDS AVAILABLE: \$ _____

Michelle Reeder
Finance Director

Date

**ATTACHMENT I
STATEMENT OF WORK**

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

EXHIBIT "A"

**ATTACHMENT I
STATEMENT OF WORK**

SCOPE OF SERVICES

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

The Health Department has been awarded a federal grant and has the capacity to conduct a HUD certified lead paint hazard abatement program within the City of Sandusky. The Erie County Health Department will follow all HUD regulations including following appropriate income verification of clientele and will provide the Department of Community Development staff with invoices related to lead paint removal hazard projects in which staff may elect to pay with CDBG rehabilitation funds.

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

Program Year Quarter	Projected Outcome of Households Serviced
1	1
2	1
3	2
4	2

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Lead and HHP Grant	\$0	\$2,090,260	\$2,090,260
Fringe Benefits	\$0	\$0	\$0
Grant Match for Lead Paint Removal	\$94,458.02	\$0	\$94,458.02
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	\$94,458.02	\$2,090,260	\$2,184,718.02

EXHIBIT "A"

CDBG % of Total Budget: 4.5%

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 "A"

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

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

EXHIBIT "A"

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION CONFLICT OF INTEREST

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

(a) Applicability.

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

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

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

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

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

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

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

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

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

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

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

Erie County Health Department

Date

EXHIBIT "A"

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
EQUAL OPPORTUNITY**

The provider agrees to comply with:

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

EXHIBIT "A"

Erie County Health Department _____ Date _____

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
DRUG-FREE WORKPLACE**

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

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

Erie County Health Department

Date

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements:

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

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

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

Erie County Health Department

Date

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION ASSURANCES-NON-CONSTRUCTION PROGRAMS

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

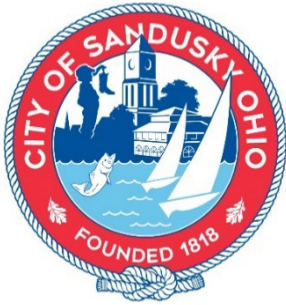
As the duly authorized representative of the applicant, I certify that the applicant:

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

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

Erie County Health Department

Date



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: John Orzech, Interim City Manager
From: Colleen Gilson, Chief Neighborhood Development Officer/Interim Assistant City Manager
Date: December 22, 2022
Subject: Commission Agenda Item - Exclusive Right to Sell Agreement

ITEM FOR CONSIDERATION: Legislation to authorize the Interim City Manager to enter into an Exclusive Right to Sell Agreement with Russell Real Estate Services for the marketing and sale of portions of Parcel No. 56-00983.000 located at the southeast corner of E. Market Street and Warren Street (land formerly part of the Sandusky Cabinets site).

BACKGROUND INFORMATION:

The City is in the process of subdividing a portion of Parcel No. 56-00983.000 to create three (3) parcels of land and released a Request for Qualifications (RFQ) on September 23, 2022 for Real Estate Brokerage Services for the sale of these three (3) single-family vacant parcels on Market Street (land formerly part of the Sandusky Cabinets site).

The City of Sandusky received five (5) responses to the RFQ. A Selection Committee evaluated the responses received based on a predetermined set of criteria. Interviews with the top two (2) respondents were held and subsequently it was determined that Russell Real Estate Services was the most qualified based upon the firm's experience, past performance, marketing strategy, and understanding of the task.

Per the terms of the Agreement – the initial term will be for twelve (12) months and only subject to extensions if mutually agreed upon by both the City and Russell Real Estate Services. The listing price will be set by the City of Sandusky. There will be deed restrictions on the three (3) single-family vacant parcels on Market Street that inform what can be developed on each and all land sold will be required to be developed within a negotiated period, per the closing date of the sale of the lot. Broker commission is set at eight (8%) of the gross sale price. Russell Realty has agreed to waive a per transition fee of \$265, only charging said fee once per calendar year. The City retains the sole authority to accept or reject any offer – even if the offer is at or above listing price.

BUDGETARY INFORMATION: After execution of a City Commission approved purchase and sale agreement with an approved buyer and upon closing of the transaction, the City will be responsible for paying Russell Real Estate Services a broker commission of 8% of the gross sales price. The funds will be paid to Russell Real Estate through closing. Once per calendar year while agreement is active, the City also agrees to pay a one-time fee of \$265 payable upon initial sale. The balance of funds will be deposited into the Real Estate Development Fund.

ACTION REQUESTED: It is recommended that City Commission permit the Interim City Manager the authority to execute the Exclusive Right to Sell Agreement with Russell Real Estate Services. It is further requested that this legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to execute the agreement and to list and market the property at the earliest opportunity for the purpose to secure buyers for residential development.

Colleen M. Gilson
Chief Neighborhood Development Officer/Interim Assistant City Manager

I concur with this recommendation:

John Orzech
Interim City Manager

Jonathan Holody
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: Russell Real Estate Right to Sell 3 E. Market Street Parcels

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 #248-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 1/4/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE RIGHT TO SELL AGREEMENT WITH RUSSELL REAL ESTATE SERVICES OF SANDUSKY, OHIO, FOR THE MARKETING AND SALE OF PORTIONS OF PARCEL NO. 56-00983.000 LOCATED AT THE SOUTHEAST CORNER OF E. MARKET STREET AND WARREN (FORMERLY PART OF THE SANDUSKY CABINETS PROPERTY); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the acquisition of property located at 513 E. Washington Street (Parcel Nos. 56-00983.000 and 56-00984.000) and 430 E. Market Street (Parcel No. 56-00985.000), commonly known as Sandusky Cabinets, for the purpose of remediation and future development by Ordinance No. 09-026, passed on April 13, 2009; and

WHEREAS, the City is in the process of subdividing a portion of Parcel No. 56-00983.000 to create three (3) parcels of land for single-family residential development; and

WHEREAS, a Request for Qualifications (RFQ) was issued on September 23, 2022, for real estate brokerage services for the marketing and sale of multiple city owned parcels for single-family residential development throughout of the City, specifically a portion of property located at the southeast corner of E. Market Street and Warren Street and identified as Parcel No. 56-00983.000 (formerly part of the Sandusky Cabinets property), of which five (5) submittals were received and evaluated by a Selection Committee, with the top two (2) respondents interviewed, and based upon the firm's experience, past performance, marketing strategy, and understanding of the task, it was determined Russell Real Estate Services of Sandusky, Ohio, was the most qualified; and

WHEREAS, the initial term of the agreement is twelve (12) months and may be extended by written agreement of both the City and Russell Real Estate Services; and

WHEREAS, any future sales of the property will be presented to the City Commission by Ordinance for approval; and

WHEREAS, upon any sale of property, the City will pay a broker commission to Russell Real Estate Services equal to 8% of the gross sales price which will be paid through closing and the remaining net proceeds will be deposited into the Real Estate Development Fund; the City will also pay a transition fee of \$265.00 once per calendar year; 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 agreement and to list and market the property at the earliest opportunity for the purpose to secure buyers for residential development; and

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

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

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

Section 1. The City Manager is authorized and directed to enter into an Exclusive Right to Sell Agreement with Russell Real Estate Services of Sandusky, Ohio, for the marketing and sale of portions of Parcel No. 56-00983.000 located at the southeast corner of E. Market Street and Warren Street (formerly part of the Sandusky Cabinets property), substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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: January 9, 2023

1 **PROPERTY ADDRESS** (the "Property"): V/L "A" "B" and "C" East Market St.
2 **CITY/STATE/ZIP CODE:** Sandusky, OH 44870
3 **SELLER(S)** (the "Seller", whether singular or plural): City of Sandusky
4 **SELLER(S) ADDRESS:** 240 Columbus Ave, Sandusky, OH 44870
5 _____
6 **PERMANENT PARCEL NO. (S):** TBD
7 **APPROXIMATE FRONTAGE:** 55' (Feet) **DEPTH:** 134' (Feet)
8 **APPROXIMATE ACREAGE:** 0.1924
9 **FOR SALE SIGN:** ☒ **Yes** ☐ **No** **SPECIAL SIGNAGE** _____
10 **Price:** In consideration of Russell Real Estate Services efforts in securing a Buyer(s) for my/our Property, and the expenses
11 Russell Real Estate Services will incur in advertising the Property and processing into the Multiple Listing Service ("MLS"),
12 Seller(s) hereby grants Russell Real Estate Services the sole and exclusive right to sell the above described Property and
13 authorize Russell Real Estate Services to accept a deposit in connection with offers for the sale of said Property for the sum of
14 \$ 49,900, on the following terms: Cash to Seller(s); Buyer(s) permitted to finance at any
15 responsible lending institution; land contract; lease; purchase money mortgage; private financing; or such other terms as are set
16 forth in an agreed Purchase Agreement.
17 Seller(s) agrees to adjust the list price according to the following schedule:
18 Adjust to \$ _____ dollars within 48 business hours of _____
19 Adjust to \$ _____ dollars within 48 business hours of _____
20 **Term:** This agreement and authority shall be **effective commencing on (List Date)** 01/13/2023 **20** _____,
21 for a minimum of Twelve (12) months and expire on **(Expiration Date)** 01/12/2024 _____, **20** _____, Midnight,
22 unless extended by Seller(s) in writing.
23 **Commission:** If Russell Real Estate Services is successful in securing a Buyer(s) for my Property, or if the same is sold or
24 exchanged during the term of your exclusive right to sell, or within twelve (12) months thereafter, to anyone with whom the Seller(s),
25 Russell Real Estate Services or another broker have had conversation and or negotiated with respect thereto during the period
26 of this agreement of whom Seller(s) have notice, Seller(s) agree to pay to Russell Real Estate Services a **Brokerage Commission**
27 of \$265 plus ~~Ten Percent (10%)~~ 8% (\$265 only to be charged one time per calendar year) _____ Percent (_____ %)
28 of the Purchase Price. However, in no event shall the Broker Commission be less than \$265 ~~plus \$3,500.00~~. The Broker
29 Commission payable for the sale or lease of Property are not set in any manner other than by Broker and the client.
30 Seller(s) further agree to refer to Russell Real Estate Services all prospective Buyer(s)/Tenant(s) or broker(s) who may contact
31 Seller(s) directly and to furnish Russell Real Estate Services with the names and addresses of such prospects and broker(s).
32 Seller(s) agree that a sale/exchange/lease, made to any prospective Buyer(s)/Tenant(s) procured during the period of or as a result
33 of this Agreement, shall be likewise governed by the conditions hereof.
34 **Disclosures:** I understand that the information which I provide to Russell Real Estate Services as listing information will be
35 used to advertise my Property to the public and it is essential that this information be accurate. I HAVE REVIEWED THE MLS
36 LISTING INPUT SHEET AND COMPLETED THE RUSSELL VACANT LAND SELLER'S DESCRIPTION OF THE
37 PROPERTY FORM AND REPRESENT THAT THE INFORMATION CONTAINED ON THESE DOCUMENTS IS TRUE AND
38 ACCURATE TO THE BEST OF MY KNOWLEDGE. Though I am listing my Property in its present physical condition ("as is"
39 condition), I understand that I may be held responsible to a Buyer(s) for any latent or hidden undisclosed defects in my Property
40 which are known to me but which are not disclosed to the Buyer(s) at time of sale. I understand that the MLS input sheet, the
41 Russell Vacant Land Seller's Description of the Property form are a part of this Exclusive Right to Sell Agreement and that these
42 documents will be shared with prospective Buyer(s) and any persons or entities who request a copy in connection with the
43 anticipated contractual sale of this Property. I hereby understand and agree that Russell Real Estate Services and my appointed Agent
44 have the legal obligation to disclose to potential Buyer(s) any potential adverse, latent or material defect(s) they are or made aware of
45 in my property, and as a matter of company policy will share with any potential Buyer(s) any written inspection report received or
46 shared with my appointed Agent(s) regarding my property, for full and complete disclosure to any potential Buyer(s) as an attempt to
47 avoid Seller and Russell Real Estate Services from any potential claim of non-disclosure of the condition or potential/existing latent
48 or material defects in my property.
49 I AM AWARE OF NO OTHER WRITTEN REPORTS, ENCROACHMENT, PENDING LAWSUITS,
50 ASSESSMENTS, TAX, UTILITY OR OTHER PROBLEMS OR DEFECTS IN THE PROPERTY, EXCEPT AS

Seller(s) Initials Date: / _____

Seller(s) Initials Date: / _____

STATED ON THESE DISCLOSURE FORMS. I AGREE TO INDEMNIFY AND HOLD RUSSELL REAL ESTATE SERVICES AND THEIR AGENTS HARMLESS FROM ANY AND ALL CLAIMS AND/OR DAMAGES MADE BY THE BUYER(S) OF THIS PROPERTY FOR ANY ERRORS OR OMISSIONS I HAVE MADE ON THE MLS PRINTOUT SHEET OR RUSSELL VACANT LAND SELLER S DECRIPTION OF THE PROPERTY FORM.

Zoning and Building Codes: The undersigned warrants that the subject Property conforms to all the provisions of Zoning Ordinances and Building Codes of the municipality in which the Property is located, the use it is being sold for, and that there are no citations filed by local authorities alleging any violations except as otherwise set further herein.

Confidentiality: When you list your Property with Russell Real Estate Services, your Russell Real Estate Services Agent is your exclusive agent, unless your Russell Real Estate Services Agent shows the Property to Potential Buyers with whom he/she has a "Buyer's Broker" relationship. In the event of the latter, your agent is deemed to be a "Dual Agent" representing both Seller(s) and Buyer(s). Should such Dual Agency occur, the parties must be aware that the Agent shall owe equal duties to both Seller(s) and Buyer(s). In the event of such Dual Agency, the Listing Agent shall keep confidential all material information conveyed to him/her which is in fact legally confidential including the lowest price and terms which Seller(s) might accept, and the highest price and terms which Buyer(s) may pay. Confidential information means all information that a client directs to be kept confidential or that if disclosed would have an adverse effect on the client's position in the real estate transaction, except to the extent the agent is required by law to disclose such information. I acknowledge and agree that confidential information will not include information that is public record or is authorized by client to disclose or information sent or received via fax or electronic mail. I agree that any information Russell Real Estate Services and its agents learned from a previous or current agency relationship with another party cannot be shared and will be kept confidential. Other than the minimum amount of money you would accept for the Property, is there any other information that you request be kept confidential? ☐ Yes ☒ No If yes, please fill in line:

Buyer's Brokers: In the event that an offer is made through an agent of a "Buyer's Broker," Seller(s) understands that a Buyer's Broker is an agent of the Buyer(s). A Buyer's Broker should be considered adverse to your interests to the extent that he/she works strictly for the Buyer(s). He/She is not your agent and your relationship with such Agent is not confidential.

Agency: The undersigned acknowledge and understand that by separate documentation and disclosure an agreement is made by and between the parties as to whether in this transaction RUSSELL REAL ESTATE SERVICES is an agent (a) strictly of the SELLER(S), (b) strictly of the BUYER(S), (c) one RUSSELL agent represents BUYER(S), another RUSSELL agent represents SELLER(S), and RUSSELL REAL ESTATE SERVICES is dual agent, acting for both SELLER(S) and BUYER(S), (d) if only one RUSSELL agent represents BUYER(S) and SELLER(S), both RUSSELL REAL ESTATE SERVICES and its agent are dual agents, or (e) if a RUSSELL manager is selling or purchasing the subject Property then he/she only represents himself/herself and another RUSSELL manager shall represent the BUYER(S)/SELLER(S) respectively. The terms and conditions of those documents are hereby incorporated in the Purchase Agreement. Ohio Law requires all real estate licensee's to advise their clients that terms and conditions of their effort to purchase may not be treated as confidential by the SELLER(S), or Listing Agency. I consent to my agent utilizing other RUSSELL REAL ESTATE SERVICES agents to act on my behalf without further written approval during the term of this agreement or any written extensions. I understand that I have the right to cancel or veto my agent's appointment of other RUSSELL REAL ESTATE SERVICES sales associates to act on my behalf.

Cooperation With Other Brokers and Agents: Russell Real Estate Services may permit the Property to be shown by "Buyers' Brokers," and at its sole discretion, may pay a part of the commission to such Buyers' Brokers. Due to the fact that Russell Real Estate Services is the listing Broker and as such incurs all of the costs of advertising and marketing of this Property, the amount of commission offered to cooperating Brokers will be 3.2 % of sale price.

Liability Release: Seller(s) completely releases Russell Real Estate Services from any responsibility and liability for any theft or loss from the Property.

Title: I agree to furnish Buyer(s) with a good and sufficient Warranty Deed, and such title insurance as is required by the Purchase Agreement, showing said Property to be as represented and agree to permit the inspection of the Property at any reasonable time during the period of this Exclusive Right to Sell. Seller(s) authorizes Russell Real Estate Services to pre-start title work through any title company including but not limited to Newman Title Agency, Ltd. or Hartung Title. Said Title Company will become the title company of record when Russell Real Estate Services secures a Buyer(s) for the Property. A pre-start allows the transaction to proceed smoothly when the Property is sold and will save time. Seller(s) may select any title company to pre-start title work. Seller(s) shall have thirty (30) days after notice to remove title defects. If unable to do so, Buyer(s) may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this agreement, in which case neither Buyer(s), Seller(s) or any broker shall have any further liability to each other, and both Buyer(s) and Seller(s) agree to sign a mutual release, releasing earnest money to Buyer(s). I/we acknowledge and agree that I/we have (or will) select and engage a title agency, title insurance company, and/or escrow/settlement company (collectively "Title Companies") of my/our own choosing after conducting my/our own inquiry sufficient to provide all of the information needed to make that independent decision. Accordingly, I/we acknowledge and agree that while I/we may have been introduced to my/our choice of Title Companies by Russell Realty Company, d/b/a Russell Real Estate Service, or one or more of its agents, employees, officers and directors (collectively

Seller(s) Initials/Date: / /

Seller(s) Initials Date: / /

"Russell"), I/we did not rely on that introduction or any representation, act or non-act by Russell in deciding to engage a Title Company and, further agree that I/we hereby *release and hold harmless* Russell from any direct or vicarious claims or liability arising from any misappropriation of funds, fraud, negligence, malfeasance or any other inappropriate action(s) of the Title Company I/we selected, unless I/we select Newman Title. I/we understand that this is a material term of this Disclosure and that I/we can have an attorney, of my/our choosing, review same and I/we have either done so, or have chosen not to do so, on our own without undue pressure by anyone. You may request a different title and settlement services provider or the Buyer(s) may negotiate the use of different providers. Your agent may have an equity interest in Newman Title Agency, Ltd., therefore, an Affiliated Business Disclosure will be provided to you. All fees incurred in the pre-start are incurred only when the Property transfers title. These fees are calculated in the settlement statement as a closing cost and are paid out of escrow.

Prorations: All rents, taxes and assessments shall be pro-rated as of the date of transfer. The transaction shall be escrowed at a responsible lending institution, title company or trust company.

Current Agricultural Use Value (Seller to Complete): Seller hereby states that to their knowledge, the property ☐ IS ☒ IS NOT subject to any agricultural tax recoupment (C.A.U.V). If the property is subject to C.A.U.V. Tax, payment of the current period tax will be paid by ☐ Seller ☐ Buyer ☐ negotiated at time of contract. **Seller Initials:**

Advertising-Marketing: Property to be entered into all applicable Multiple Listing Service(s) (MLS), subject to all applicable MLS Rules and Regulations to which Seller and Russell Real Estate Services agree to abide. During the term of this agreement and any extension, Seller(s) grants to Russell Real Estate Services the sole and exclusive right to publish and to grant to others the right to publish any and all descriptive information about the Property including but not limited to text, video, audio, photographic and electronic descriptions. Seller(s) authorizes Russell Real Estate Services to have photographs of the Property taken and have such photographs digitized, reproduced, published, transmitted and disseminated and displayed in any form or manner, including without limitation, in and through the computerized Multiple Listing Service (MLS) as well as any other use, media or means to aid in the sale or rental of Seller's Property. Seller(s) hereby waives, acquits and forever releases Russell Real Estate Services, and their shareholders, officers, directors, agents, employees and representatives from any responsibility or liability concerning any Photograph or the use, distribution or display of any photograph in any form, media or manner.

Special Note: By executing this agreement you hereby give RUSSELL REAL ESTATE SERVICES the authorization to release your contact information (name, address, email & phone) to certain service providers that may assist you/us in the marketing of your property and in your real estate transaction. Services include, but are not limited to financing, moving, insurance, warranties, title and escrow.

Compliance: I AGREE TO APPLY FOR AND OBTAIN ANY INSPECTIONS AND/OR CERTIFICATES REQUIRED BY LAW AND TO FULLY COMPLY WITH SUCH LAWS.

Ohio's Sex Offender Registration and Notification Law: Broker assumes no responsibility to obtain information from the local authorities regarding registered sex offenders in your area.

Fair Housing: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. In addition to the above Fair Housing Statement, this statement shall include and apply to observance of and full compliance with any/all federal, state and local fair housing laws.

Authorization/Modifications: Any modifications or changes to this Agreement shall be in writing and be signed/initialled by Seller(s) and accepted by Russell Real Estate Services. Facsimile or electronic signatures shall be deemed binding and valid.

ELECTRONIC DATA SECURITY: It is acknowledged and agreed that Russell Real Estate Services (Broker), its agents and employees, will never ask any party to a transaction to wire funds or to supply credit or debit card or bank account numbers. SELLER is advised to independently confirm any transfer instructions directly with Escrow Agent identified herein. SELLER hereby agree to release all brokers, and agents involved in this Agreement and any subsequent transaction(s) from any and all claims, damages, and causes of action related to any unlawful electronic security access by a third party in connection with any agent or broker communications.

Additional Terms, Disclosures or Instructions:

I hereby acknowledge receipt of a signed copy of this agreement and the Russell Real Estate Services "Consumer Guide to Agency Relationships", which is required by Ohio law..

Seller(s) Initials/Date: /____

Seller(s) Initials Date: /____

163 NOTICE: THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW,
164 CONSULT YOUR ATTORNEY.

166 **SELLER(S):** _____ Email; _____
 _____ Signature _____ Date

168 **SELLER(S):** _____ Email: _____
 Signature Date

170 **FOR: RUSSELL REAL ESTATE SERVICES (ODRE BROKER #387521)**

By: _____ License #: 2017005477 Office: Sandusky
Agent Signature Date

173 By: _____ License #: 2019004006 Office: Sandusky
Agent Signature Date

EXHIBIT "1"

Being parcels of land located in part of Lots 10, 12 & 14 on Warren Street,
Ward 1, City of Sandusky, Erie County,
Firelands Connecticut Western Reserve, State of Ohio.

Being a parcel of land located in part of Lots 10, 12 & 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 15' 34" East, a distance of 100.00 feet to a 1" iron rod set at the intersection of the easterly right-of-way line of Warren Street and the southerly right-of-way line of Market Street and being the principal place of beginning;

1. Thence continuing North $66^{\circ} 18' 34''$ East, along the southerly right-of-way line of Market Street, a distance of 55.17 feet to a $5/8"$ iron rod set;
2. Thence South $23^{\circ} 38' 34''$ East, a distance of 151.88 feet to a $5/8"$ iron rod set;
3. Thence South $66^{\circ} 11' 50''$ West, a distance of 55.17 feet to a $5/8"$ iron rod set at the easterly right-of-way line of Warren Street;
4. Thence North $23^{\circ} 38' 34''$ West, along the easterly right-of-way line of Warren Street, a distance of 191.49 feet to the principal place of beginning, passing over a $5/8"$ iron rod set at a distance of 18.00 feet, and containing 0.1924 acres (8,392.16 ft^2 of land more or less, but subject to all legal highways, easements and restrictions of record.

Being a parcel of land located in part of Lots 10, 12 & 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

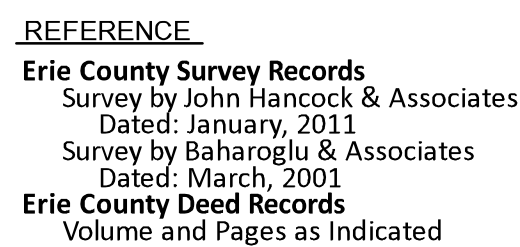
- Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, along the southerly right-of-way line of Market Street and a westerly extension thereof, a distance of 88.17 feet to a 5/8" iron rod set and being the principal place of beginning, passing over a 5/8" iron rod set at a distance of 33.00 feet;
1. Thence continuing North 66° 18' 34" East, along the southerly right-of-way line of Market Street, a distance of 55.17 feet to a 5/8" iron rod set;
 2. Thence South 23° 38' 34" East, a distance of 151.77 feet to a 5/8" iron rod set;
 3. Thence South 66° 11' 50" west, a distance of 55.17 feet to a 5/8" iron rod set;
 4. Thence North 23° 38' 34" West, a distance of 151.88 feet to the principal place of beginning and containing 0.1923 acres (8,376.0940 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

Being a parcel of land located in part of Lots 10, 12 & 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

- Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, along the southerly right-of-way line of Market Street and a westerly extension thereof, a distance of 43.34 feet to a 5/8" iron rod set and leaving the principal place of beginning, passing over 5/8" iron rod set at a distance of 33.00 feet and 88.17 feet;
1. Thence continuing North 66° 18' 34" East, along the southerly right-of-way line of Market Street, a distance of 151.77 feet to a 5/8" iron rod set at a northwesterly corner of land now or formerly owned by Shirley A. Murray, Trustor as recorded in RN 201504661 of the Erie County Recorder's Office;
 2. Thence South 23° 39' 53" East, along a westerly line of said Murray's land, a distance of 151.66 feet to a 5/8" iron rod set, passing over a 5/8" iron rod set at a distance of 133.66 feet;
 3. Thence South 66° 11' 50" West, a distance of 55.23 feet to a 5/8" iron rod set;
 4. Thence North 23° 38' 34" West, a distance of 151.77 feet to the principal place of beginning and containing 0.1923 acres (8,374.7338 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

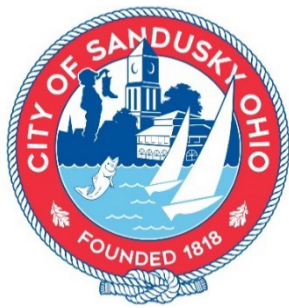
Being a parcel of land 18 feet in width for Ingress/Egress Easement purposes located in part of Lot 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

- Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, a distance of 53.60 feet to a 5/8" iron rod set at the intersection of the easterly right-of-way line of Warren Street and the southerly right-of-way line of Market Street; Thence South 23° 38' 34" East, along the easterly right-of-way line of Warren Street, a distance of 133.00 feet to a 5/8" iron rod set at a northwesterly corner of Lot 14 and being the principal place of beginning;
1. Thence North 66° 11' 50" East, along the northerly line of Lot 14, a distance of 165.56 feet to a 5/8" iron rod set at a southwesterly corner of land now or formerly owned by Shirley A. Murray, Trustor as recorded in RN 201504861 of the Erie County Recorder's Office;
 2. Thence South 23° 39' 53" East, a distance of 18.00 feet to a 5/8" iron rod set;
 3. Thence South 66° 11' 50" West, a distance of 165.57 feet to a 5/8" iron rod set at the easterly right-of-way line of Warren Street;
 4. Thence North 23° 38' 34" West, along the easterly right-of-way line of Warren Street, a distance of 18.00 feet to the principal place of beginning, passing over a 5/8" iron rod set at a distance of 18.00 feet, and containing 0.0686 acres (2,980.18 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.



DESIGN
ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 30'	DATE: OCTOBER, 2022	CK'D. BY: ABE	PROJECT NO. 22-475
	DR. BY: DMM	REV'D BY:	



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, Interim City Manager

From: Jane E. Cullen, P.E.

Date: December 21, 2022

Subject: Commission Agenda Item – Permission to Award the East Monroe Street Resurfacing Project ERI-CR0504-00.49 (Monroe St) PID 110322

ITEM FOR CONSIDERATION: Ordinance awarding a contract to Erie Blacktop, Inc. Sandusky, Ohio for the East Monroe Street Resurfacing Project ERI-CR0504-00.49 (Monroe St) PID 110322

BACKGROUND INFORMATION: Staff presented legislation at the October 24, 2022, City Commission meeting requesting permission to bid the East Monroe Street Resurfacing Project (Resolution 059-22R). This project will provide for improvements to East Monroe Street from Decatur Street to Meigs Street and includes milling of existing pavement, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, limited curb and gutter improvements, adjustments to manholes, monument boxes and water value boxes, ADA curb ramps and pavement markings.

This project was approved for funding through the Erie County Metropolitan Planning Organization (MPO). The National Transportation Act had made Federal Funds available for use by Local Public Authorities (LPAs like the City of Sandusky) through the Federal Highway Administration which has designated ODOT as the agency to administer FWA's Federal Funding Programs. The Ohio revised Code allows ODOT the opportunity to enter into contracts with public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection and acceptance of any projects administered by ODOT provided the administration is performed in accordance with Federal and State laws and regulations.

The following bids were received on Thursday, December 1, 2022, at a formal bid opening:

Erie Blacktop, Inc. Sandusky, OH	Base Bid: \$769,134.27 Bond: 100%
Precision Paving, Inc. Milan, OH	Base Bid: \$793,727.02 Bond: 100%
Gerken Paving, Inc. Napoleon, OH	Base Bid: \$796,702.83 Bond: 100%

After review of the bids, Erie Blacktop, Inc. provided a complete bid at lowest and best. Because Federal funds are intended to be used to help pay for this work, Local Preference Policy does not apply.

Furthermore, staff is recommending a contract be approved as the bid amount came in under the Engineer's Estimate of \$901,348.54.

BUDGETARY INFORMATION: The total construction cost shall not exceed \$769,134.27. ODOT will fund 80% eligible costs in the amount of \$615,307.42. The City's 20% share of \$153,826.85 will be funded with Issue 8 Street Funds from the Capital Projects Fund.

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing a contract to Erie Blacktop, Inc. of Sandusky, Ohio for the East Monroe Street Resurfacing Project, ERI-CR0504-00.49 (Monroe St) Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to award the project by ODOT's schedule date of January 30th, 2023.

I concur with this recommendation:

John Orzech
Interim City Manager

Aaron Klein, P.E.
Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: East Monroe Resurfacing

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 #216-6120-55990, 431-6200-55990

By: 

Michelle Reeder

Finance Director

Dated: 1/4/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ERIE BLACKTOP, INC., OF SANDUSKY, OHIO, FOR THE EAST MONROE STREET RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the East Monroe Street Resurfacing Project will provide for improvements to East Monroe Street from Decatur Street to Meigs Street and includes the milling of existing pavement, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, limited curb and gutter improvements, adjustments to manholes, monument boxes, ADA curb ramps, and pavement markings; and

WHEREAS, the City Commission approved the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance for the East Monroe Street Resurfacing Project and, if awarded, approving an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) by Resolution No. 040-18R, passed on September 24, 2018; and

WHEREAS, the City Commission approved an Agreement for Professional Services with Bramhall Engineering & Surveying Company of Avon, Ohio, for the East Monroe Street Resurfacing Project by Ordinance No. 20-184 passed on December 14, 2020; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed East Monroe Street Resurfacing Project by Resolution No. 059-22R, passed on October 24, 2022; and

WHEREAS, upon public competitive bidding as required by law three (3) appropriate bids were received and the bid from Erie Blacktop, Inc., of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost of this project is \$769,134.27 of which \$615,307.42 (80% of eligible costs) will be paid with ODOT funds and the City's share of \$153,826.85 (20%) will be paid with Issue 8 Street Funds from the Capital Projects 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 award the project by ODOT's schedule date of January 30, 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 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 Erie Blacktop, Inc., of Sandusky, Ohio, for the East Monroe Street Resurfacing Project in an amount **not to exceed** Seven Hundred Sixty-Nine Thousand One Hundred Thirty-Four and 27/100 Dollars (\$769,134.27) consistent with the bid submitted by Erie Blacktop, Inc., of Sandusky, 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.

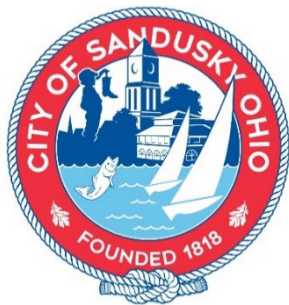
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: January 9, 2023



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, Interim City Manager

From: Jane E. Cullen, P.E.

Date: December 21, 2022

Subject: Commission Agenda Item – Permission to Award the ERI-SR4-10.66 (Hayes Avenue) Project PID 109523

ITEM FOR CONSIDERATION: Ordinance awarding a contract to Miller Cable Co. Green Springs, Ohio for the ERI-SR4-10.66 (Hayes Avenue) Project PID 109523

BACKGROUND INFORMATION: Staff presented legislation at the October 24, 2022, City Commission meeting requesting permission to bid the ERI-SR-10.66 (Hayes Avenue) Project (Resolution 060-22R). Per resolution 038-18, passed at the September 24, 2018 city commission meeting, permission was granted to the city manager to file a grant application with the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Healthy Hayes Safety Improvements Project.

The city was successful in securing grant funding and the proposed improvements covered by the safety grant will include full traffic signal reconstruction at Pierce Street and the Columbus Avenue intersections, high visibility crosswalk markings at all crosswalks, school zone flashers on Hayes Avenue, RFBS at Johnson St and Firelands south campus, and pavement marking upgrades from Pierce Street to Osborne Street.

The following bids were received on Tuesday, November 29, 2022, at a formal bid opening:

Miller Cable Co.	Base Bid: \$809,400.00
Green Spring, OH	Bond: 100%
Perram Electric, Inc.	Base Bid: \$816,615.00
Wadsworth, OH	Bond: 100%

After review of the bids, Miller Cable Co. provided a complete bid at lowest and best. Because Federal funds are intended to be used to help pay for this work, Local Preference Policy does not apply.

Furthermore, staff is recommending a contract be approved as the bid amount came in under the Engineer's Estimate of \$1,002,250.18.

BUDGETARY INFORMATION: The total construction cost shall not exceed \$809,400.00. ODOT will fund through the Highway Safety Improvement Program (HSIP) 90% of eligible costs in the amount of \$722,700.00. The City's share of \$86,700.00 will be funded with Issue 8 Street Funds from the Capital Projects Fund.

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing a contract to Miller Cable Co. of Green Springs, Ohio for the ERI-SR4-10.66 (Hayes Avenue) PID 109523 under suspension of the rules and in accordance with Section 14 of the City Charter in order to award the project by ODOT's schedule date of February 27th, 2023.

I concur with this recommendation:

John Orzech
Interim City Manager

Aaron Klein, P.E.
Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: Healthy Hayes Project- Miller Cable

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 #216-6120-55990, 431-6200-55990

By: _____

Michelle Reeder

Finance Director

Dated: 1/4/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MILLER CABLE CO. OF GREEN SPRINGS, OHIO, FOR THE HEALTHY HAYES SAFETY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Healthy Hayes Safety Improvements Project will include full traffic signal reconstruction at Pierce Street and Columbus Avenue intersections, signal upgrades at Osborne and Tyler Street intersections, high visibility crosswalk markings at all crosswalks, school zone flashers on Hayes Avenue, Rectangular Rapid Flash Beacons (RRFBS) at Johnson Street and Firelands south campus, and pavement marking upgrades from Pierce Street to Osborne Street; and

WHEREAS, the City Commission authorized the filing of an application to the Ohio Department of Transportation (ODOT) for financial assistance through the Highway Safety Improvement Program (HSIP) for the Healthy Hayes Corridor Project by Resolution No. 038-18, passed on September 24, 2018; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with Carpenter Marty Transportation, Inc. of Columbus, Ohio, for the Healthy Hayes Safety Improvements Project by Ordinance No. 20-078, passed on May 11, 2020; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Healthy Hayes Safety Improvements Project by Resolution No. 060-22R, passed on October 24, 2022; and

WHEREAS, upon public competitive bidding as required by two (2) appropriate bids were received and the bid from Miller Cable Co. of Green Springs, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost of this project is \$809,400.00 of which \$722,700.00 (90% of eligible costs) will be paid with ODOT funds through the Highway Safety Improvement Program (HSIP) and the City's share of \$86,700.00 will be paid with Issue 8 Street Funds from the Capital Projects 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 award the project by ODOT's schedule date of February 27, 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 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 Miller Cable Co. of Green Springs, Ohio, for the Healthy Hayes Safety Improvements Project (PID #109523), in an amount **not to exceed** Eight Hundred Nine Thousand Four Hundred and 00/100 Dollars (\$809,400.00) consistent with the bid submitted by Miller Cable Co. of Green Springs, 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.

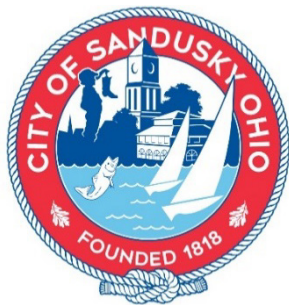
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: January 9, 2023



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5829

www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Aaron M. Klein, P.E.

Date: December 22, 2022

Subject: Commission Agenda Item – Amendment #2 to Agreement with Stantec for Construction Administration Services related to the Mills Street High Rate Treatment and UV Disinfection projects

ITEM FOR CONSIDERATION: Legislation to enter into a second amendment to the existing Professional Services agreement with Stantec Consulting Services, Inc. (Stantec) of Cleveland, Ohio. The amendment will allow Stantec to proceed with oversight of construction activities for the Mills Street 16 Million Gallons per Day (MGD) High Rate Treatment (HRT) project.

BACKGROUND INFORMATION: The final project included in the 2012-2015 negotiations with Ohio EPA regarding the City's General Plan Update is construction of a 16 million gallons per day (MGD) High Rate Treatment (HRT) facility intended to reduce permitted combined sewer overflows (CSO) from the Mills Street bypass station prior to December 1, 2024.

Per ordinance number 21-136 passed on September 13, 2021, a contract was awarded to Stantec Consulting Services, Inc. for Preliminary Design Services. A Preliminary Design Report was delivered to the City and County staff involved in the project to date on February 28, 2022. Per ordinance number 22-047 passed on March 14, 2022, Amendment #1 was approved to allow for detailed design and bidding services. With the construction contract scheduled for award in January 2023, it is important to retain Stantec under Amendment #2 for Construction Administration Services and to allow the contractor to begin construction as soon as possible.

Stantec has also included time for construction administration for the Ultraviolet (UV) Disinfection Replacement project since they are in the process of completing that design as well. All costs are on a Not to Exceed fee structure. The project is expected to be substantially complete in 2024, with final completion in the spring of 2025.

BUDGETARY INFORMATION: The current contract price for Stantec is \$2,031,311.84. Amendment #2 is estimated at \$1,642,466.88 for Mills HRT and UV Disinfection Replacement. If approved, the total contract price for Stantec including both amendments would be \$3,673,778.72. These two construction contracts are estimated to total approximately \$38M. The City has submitted a formal application for reimbursement through a low-interest loan from the Water Pollution Control Loan Fund (WPCLF). Erie County would be required to pay their fair share of both projects, which is assumed to be 13.9% of the Mills Street HRT project and 46.18% of the UV Disinfection project, including design and construction administration services.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into Amendment #2 for a Professional Services Agreement with Stantec Consulting Services, Inc. of Cleveland, Ohio in the amount of \$1,642,466.88 for Construction Administration Services for the Mills Street 16 MGD High Rate Treatment project and the UV Disinfection Replacement Project and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to ensure that the construction is completed by the EPA-required deadline of December 1, 2024.

I concur with this recommendation:

John Orzech
Interim City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Stantec Inspection - Mills High-Rate Treatment Project & UV Disinfection

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

Account #613-5442-55990, 613-5420-55990

By: _____



Michelle Reeder

Finance Director

Dated: 1/4/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH STANTEC CONSULTING SERVICES, INC. OF CLEVELAND, OHIO, FOR THE MILLS STREET HIGH-RATE TREATMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the final project included in the 2012-2015 negotiations with the Ohio Environmental Protection Agency regarding the City's General Plan Update is construction of a 16 million gallon per day (MGD) High Rate Treatment (HRT) Facility intended to reduce permitted combined sewer overflows (CSO) from the Mills Street bypass station prior to December 1, 2024; and

WHEREAS, subsequent to a Request for Qualifications (RFQ) process, this City Commission approved an agreement with Stantec Consulting Services, Inc. of Cleveland, Ohio, for Professional Design Services for the preliminary design of the Mills Street High-Rate Treatment Project by Ordinance No. 21-136, passed on September 13, 2021; and

WHEREAS, this City Commission approved an amendment to the agreement with Stantec Consulting Services, Inc. of Cleveland, Ohio, for additional Professional Design Services for detailed design and bidding services for the Mills Street High Rate Treatment Project and ultraviolet system upgrades by Ordinance No. 22-047, passed on March 14, 2022; and

WHEREAS, Stantec Consulting Services, Inc. will be providing additional professional services for construction administration services for the Mills Street High-Rate Treatment Project and the Ultraviolet (UV) Disinfection Replacement Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the City Commission authorized the filing of an application with the Ohio Environmental Protection Agency (OEPA) for a loan through the Water Pollution Control Loan Fund (WPCLF) program for the design, construction, and inspection of the Mills Street High-Rate Treatment Project by Resolution No. 066-22R, passed on December 12, 2022; and

WHEREAS, the revised cost of the professional design services is \$2,031,311.84 and the cost of the additional services for construction administration is \$1,642,466.88, for a total cost of \$3,673,778.72, and these costs will initially be paid with Sewer Funds as the City has applied for a low-interest loan from the Ohio Water Pollution Loan Fund (WPCLF) to finance the project and the City will receive partial reimbursement from Erie County pursuant to the Sewer Services 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 continue with the design services and to ensure the construction is completed by the EPA-required deadline of December 1, 2024; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Second Amendment to the Agreement with Stantec Consulting Services, Inc. of Cleveland, Ohio, for Professional Design Services for the Mills Street High Rate Treatment Project and Ultraviolet (UV) Disinfection Replacement Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Million Six Hundred Forty-Two Thousand Four Hundred Sixty-Six and 88/100 Dollars (\$1,642,466.88) resulting in a total revised amount **not to exceed** Three Million Six Hundred Seventy-three Thousand Seven Hundred Seventy-Eight and 72/100 Dollars (\$3,673,778.72).

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: January 9, 2023

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

This Second Amendment to the Agreement for Professional Design/Engineering Services (this "Agreement"), made as of September 27, 2021, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and Stantec Consulting Services, Inc. (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name:	Inspection Services for the Mills Street High Rate Treatment Project
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City Engineer: Address:	Aaron Klein, P.E. Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
----------------------------	---

Architect/Engineer: Contact: Address:	Stantec Consulting Services, Inc. Vito Vimino 1001 Lakeside Ave East, Suite 1600 Cleveland, OH 44114
---	---

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on September 27, 2021, and Amendment #1 to the agreement executed on March 28, 2022, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Services Amendment executed on _____, between the City and Stantec Consulting Services, Inc. for a revised fee not to exceed 3,673,778.72.

Signature Page to Follow

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

Stantec Consulting Services, Inc.
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

By: _____

John Orzech
Interim City Manager

APPROVAL:

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

Brendan Heil
Law Director

EXHIBIT "1"

CERTIFICATE OF FUNDS

In the matter of: Inspection Services for Mills Street High Rate Treatment

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

Dated: _____, 2023

CITY OF SANDUSKY

EXHIBIT "1"

By: _____
Michelle Reeder
Finance Director

Account Number

Amount

December 9th, 2022

Change Order #	2	
"Stantec"	Stantec Consulting Services Inc.	
	Stantec Project #	173410930
	Stantec Address	1001 Lakeside Avenue East, Suite 1600 Cleveland OH, 44114
	Ph:	(216) 298-0621
	Email:	vito.cimino@stantec.com
"Client"	City of Sandusky	
	Client Address	240 Columbus Avenue Sandusky OH, 44870
	Ph:	(419) 627-5829
	Email:	aklein@ci.sandusky.oh.us

Project Name: Mills Street 16 MGD High Rate Treatment**Project Location:** 304 Harrison Street, Sandusky OH, 44870

In accordance with the original Professional Services Agreement dated September 27th, 2021, the Agreement changes as detailed below are hereby authorized.

Change Order #2 includes construction administration services, to be paid on a time and material basis as detailed in the table below. The scope of services associated with Change Order #2 is attached as Exhibit B. The original contract value for preliminary design including initiation of detailed design was \$410,800. Change order #2 is requesting an additional \$1,642,466.88.

	Amount (\$)	Contract Type
Original Contract Authorization (<i>Preliminary Design</i>)	\$ 410,800.00	Time & Material
Change Order 1 (<i>Detailed Design</i>)	\$ 1,620,511.84	Fixed Fee
Change Order 2 (<i>Construction Administration Services</i>)	\$ 1,642,466.88	Time & Material
Task 1: Project Management	\$ 29,552.94	Time & Material
Task 2: Construction Administration	\$ 1,415,892.62	Time & Material
Task 3: Project Closeout	\$ 47,397.12	Time & Material
Task 4: SA - Conformed to Contract Drawings	\$ 30,000.00	Time & Material
Task 5: SA - Record Drawings	\$ 45,000.00	Time & Material
Task 6: SA - Additional Design Effort	\$ 29,624.20	Time & Material
Task 7: SA - Parks Design	\$ 15,000.00	Time & Material
Task 8: General Allowance	\$ 30,000.00	Time & Material
Project Total	\$ 3,673,778.72	Combined



Effect on Schedule: Completion of the construction administration services contract (Change Order #2) shall be in May, 2025. Further detail on the schedule impact, by task, is included in Exhibit B.

Payments shall be made on a time and material basis. Labor costs shall be compensated based upon Consultant labor hours worked directly in performing the scope of services multiplied by direct or "raw" labor rates multiplied by a factor of 3.15. Tasks 4 and 5 will include CAD resources in Stantec's office in Pune, India. The labor costs associated with the personnel in Pune will be billed according the following rate table:

Billing Level	Billing Rate (USD/hr)
Level 03	99
Level 04	111
Level 05	120
Level 06	124

All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

Print Name and Title: Vito Cimino, Project Manager

Signature : _____

Date Signed : _____

City of Sandusky

Print Name and Title: Aaron Klein, Public Works Director

Signature : _____

Date Signed : _____

EXHIBIT B

SCOPE OF WORK FOR ENGINEERING SERVICES DURING CONSTRUCTION CITY OF SANDUSKY MILLS ST HRT

CHANGE ORDER #2 NOVEMBER 2022

1. OVERVIEW OF IMPROVEMENTS

In general, the work of this project includes:

1. Installation of two new mechanical bar screens designed to pass a peak hydraulic capacity of 18-MGD in the WWTP headworks.
2. Modifications to the existing raw water pumping station, including an additional 15-MGD pump and the replacement of an existing 12-MGD pump with a higher capacity 15-MGD pump.
3. Raising of the effluent weirs, concrete walls and modification of material handling equipment at the existing aerated grit facility.
4. Connection of the HRT facility to existing plant infrastructure, including flow conveyance and flow metering.
5. Construction of a new maximum 16-MGD HRT facility including:
 - Pile cloth filters (3 units).
 - UV disinfection.
 - Effluent pumping.
6. Site civil modifications (site drainage, grading, access drives).
7. Replacement of the plant's existing UV system.
8. Electrical service modifications, including a standby power generator at HRT.
9. Connections to the plant's SCADA system.
10. Site restoration of the park areas around the plant.

2. SCOPE OF SERVICES

The various project tasks are listed below.

- Task 1 – Project Management, Coordination, and QA/QC
- Task 2 – Construction Administration
 - Task 2A – Technical Support
 - Task 2B – Review of Submittals/Shop Drawings
 - Task 2C – Periodic Field Meetings and Inspections
 - Task 2D – Request for Information (RFI) Review
 - Task 2E – Change Management
 - Task 2F – Training and Standard Operating Procedure (SOP) Development
- Task 3 – Project Closeout
 - Task 3A – Operations and Maintenance (O&M) Manual Development
 - Task 3B – Punchlist Walkthrough
 - Task 3C – 1-year Walkthrough and Certification Letter
- Task 4 – Specific Allowance – Conformed to Contract Drawing Development
- Task 5 – Specific Allowance - Record Drawing Development

- Task 6 – Specific Allowance – Additional Design Effort
- Task 7 – Specific Allowance – Parks Design
- Task 8 – General Allowance

The following meetings have been identified for this project:

SANDUSKY MILLS ST. HRT MEETING AND SITE VISIT SUMMARY		
Activity	Purpose	Number Anticipated
Pre-Construction Conference	Virtual meeting to start construction phase of the project with the CONTRACTOR	1 meeting
Monthly Progress Meetings	Monthly meeting, virtual, to discuss construction progress	26 meetings
Miscellaneous field meetings and site visits	Special meetings as required for coordination with CONTRACTOR or to review work. These visits are in addition to the monthly progress meetings above but may be conducted on the same day.	26 half-day meetings/site visits
Startup	CONSULTANT on-site to observe equipment startup	16 days
Punchlist	CONSULTANT on-site to coordinate final punchlist with CITY and CONTRACTOR	1 day
1-year Walkthrough	CONSULTANT on-site one-year following substantial completion of the project with the CITY	1 day

Note that the number of CONSULTANT's personnel attending will vary depending upon the type of meeting/visit. The levels of effort for the tasks listed below are based on an assumption of twenty (26) months construction duration for the project—twenty (20) months from NTP to substantial completion and six (6) months from substantial to final completion.

TASK 1 – PROJECT MANAGEMENT, COORDINATION, AND QA/QC

Key elements of the project management approach for this assignment will include frequent and regular communication with CITY staff, regular monitoring and reporting of project progress and expenditures, and periodic senior review of technical analyses and deliverables.

Communication between the CONSULTANT and the CITY will be coordinated by the CONSULTANT's Project Manager. Key points of contact will be established at the Pre-Construction meeting. During the course of the project, communications will be maintained through periodic phone updates and email correspondence.

The project team will adhere to standard CONSULTANT QA/QC procedures. QA/QC will be provided by senior engineers within the CONSULTANT's organization through internal review sessions. Senior review is anticipated for RFI reviews, Submittal reviews, and Change Orders.

TASK 2 – CONSTRUCTION ADMINISTRATION

Task 2 includes the following sub-tasks:

TASK 2A – TECHNICAL SUPPORT

CONSULTANT's Construction Administrator will be the key point of contact for field and office engineering support included in this Agreement with the CITY and CONTRACTOR. The

Construction Administrator will be at the site on average of two (2) days/month for the duration of the contract, assuming twenty-six (26) months. The Project Manager will visit the site on a quarterly basis.

Pre-Construction Conference: This task includes one virtual (1) Pre-Construction Conference attended by two (2) CONSULTANT employees.

Review of Pay Estimates: CONSULTANT will review the CONTRACTOR's pay estimates and make a recommendation to the CITY for approval. Payment applications will be reviewed for compliance with the CITY's established procedure for submission. Requested pay quantities will be compared to work completed and materials stored on site but not yet installed. Review of daily reports, meetings and site visits by CONSULTANT will be the basis for review and recommendation for or against these requests for payment. Each monthly application for payment will be signed by CONSULTANT and delivered to the CITY. It is assumed for this scope of services the number of pay estimates will be twenty-six (26).

Monthly Progress Meetings: This task includes two (2) CONSULTANT employees attending a monthly virtual progress meeting. This meeting is assumed to take place separately from the other meetings or field inspection efforts. Monthly progress meetings are assumed to be CONTRACTOR lead, and the CONTRACTOR will be responsible for developing the meeting agenda, minutes, and action-item tracking.

TASK 2B – Review of Submittals/Shop Drawings

CONSULTANT will review detailed construction shop drawings, CONTRACTOR/vendor's operations, and maintenance (O&M) manuals, CONTRACTOR/vendor's O&M training outlines, and other information submitted by the CONTRACTOR for compliance with the design and the requirements of the Contract Documents. For the purpose of this scope of services, it is assumed there will be two-hundred and fifty (250) submittals, with approximately 60% of the submittals found acceptable upon initial submission and the remaining 40% being accepted on the second submission, for a total of three hundred fifty (350) submittals. Submittals will be transmitted electronically through email or the CONTRACTOR's document management site.

After receiving notification from the CONTRACTOR, CONSULTANT shall process requests and return comments electronically within an average of fifteen (15) working days for Submittal/Shop Drawings.

TASK 2C – Miscellaneous Field Meetings and Inspections

The level of efforts associated with the subtasks under this task assumes twenty-six months construction duration for the project. CONSULTANT's employees will periodically visit the site to discuss the project, including:

Miscellaneous Field Meetings: The task includes up to twenty-six (26) half-day meetings attended by one (1) CONSULTANT employee over the construction duration to be used on an as-needed basis as issues arise requiring on-site support.

Start-up Assistance: This task includes up to one hundred and twenty-eight (128) hours of onsite representation for start-up of the screens, pumps, filters, UV disinfection equipment, electrical and control systems. We assume startup will require no more than sixteen (16) full-day trips.

TASK 2D – Review of CONTRACTOR Requests for Information (RFIs)

CONSULTANT will review and provide responses to Requests for Information (RFIs) submitted by the CONTRACTOR. For the purposes of this work scope, it is assumed that seventy-five (75) RFIs will be reviewed. RFIs will be transmitted electronically through email or the CONTRACTOR's document management site.

After receiving notification from the CONTRACTOR, CONSULTANT shall process requests and return comments electronically within an average of five (5) working days for Requests for Information (RFIs).

TASK 2E – Change Management

It is assumed there will be a total of ten (10) Potential Change Orders to modify the contract documents in order to accommodate changes that occur during construction (i.e. unforeseen site conditions, CONTRACTOR-proposed alternative construction methods, etc.) at the direction of the CITY. CONSULTANT will evaluate these Potential Change Orders and provide recommendation to the CITY.

It is assumed that the CONSULTANT will also prepare up to three (3) RFPs as requested by the CITY for work to change the design for the CITY's benefit or convenience. Services related to RFPs will include the preparation of specifications and drawings (revisions or new) as well as the engineering required to support the revisions. Assume that each RFP will require no more than two (2) drawings to be issued.

It is assumed independent Engineer's Opinions of Probable Construction costs will not be necessary for preparation of the RFPs or evaluation of the proposals.

Potential Change Orders and RFPs that result in an increase/decrease to the Contract Price shall be issued as Change Orders at the CITY's direction.

TASK 2F – Training and SOP Development

The CONSULTANT will provide the necessary coordination and services to transition the project from the CONTRACTOR to the CITY.

The CONSULTANT shall lead one (1) classroom-setting training class for the overall HRT system with the CITY. The CONSULTANT shall develop and provide materials to be used for classroom-setting training of instrumentation and control assets and equipment.

The CONSULTANT shall develop Standard Operating Procedures (SOPs) Guides once proven through the Start-up and Commissioning process; Four (4) SOPs are anticipated under the base scope of services, covering Chemical Dosing, Pile Cloth Filtration, UV Disinfection and Effluent Pumping.

TASK 3 – PROJECT CLOSE-OUT

Task 3 includes the following sub-tasks:

TASK 3A – Operations & Maintenance (O&M) Manual

The CONSULTANT shall provide HRT System Operations & Maintenance (O&M) Manual containing system and process overviews and troubleshooting guides. The System O&M Manual shall address the overall operations of systems as opposed to the SOPs which address smaller units of the overall system. The HRT System O&M Manual shall address such general items as safety aspects during operation, maintenance, and cleaning; suggested sequence of operation; operational strategies of control valves; chemical dosing; cleaning and flushing provisions; and solids management. It shall also outline the required operation and maintenance, utilizing location photos (site and internal structure), and color-coded flow schematics on plans and structure sections. The O&M Manual shall include as-built process control descriptions, interrelationships of the newly constructed and upgraded facilities, operator workstation screenshots, I/O lists, and tabulations of settings, operating limits, and setpoints. The O&M Manual will be a graphical design, with attention given to navigation and wayfinding with links to external assets, while the traditional version will have 11x17 sized-pages. Pages will be mostly comprised of graphical treatments, photos, illustrations, call outs, etc.

TASK 3B – Punchlist Walkthrough

This task includes a one-day site visit by two (2) CONSULTANT employees to review the project for final punchlist and substantial completion requirements.

TASK 3C – 1-Year Certification Walkthrough

This task includes a one-day site visit by two (2) CONSULTANT employees to conduct a final performance certification one year after the project completion. The CONSULTANT shall also prepare a one-year performance certification letter which will be submitted to the Ohio EPA as part of the WSRLA loan requirements.

TASK 4 – SPECIFIC ALLOWANCE - CONFORMED TO CONTRACT DRAWING DEVELOPMENT

Under task 4, the CONSULTANT shall prepare Conformed-to-Contract documents. The Conformed-to-Contract documents shall be defined as the unofficial set of documents whereby the original signed and executed Contract Documents are amended to incorporate addenda issued during the bid process, between the time of advertisement and contract execution. It is intended for the CITY's internal use only.

The CONSULTANT will provide up to three (3) half-size and one (1) full size conformed-to-contract set to the CITY and an electronic copy to the CITY and the CONTRACTOR. The Conformed-to-Contract set shall include all changes to the specifications and drawings by official addenda. Changes shall be red-lined or marked with a revision triangle to indicate the corresponding addendum number associated with the change.

The funds associated with special allowances may only be used following written authorization from the CITY prior to the work being conducted.

TASK 5 – SPECIFIC ALLOWANCE - RECORD DRAWING DEVELOPMENT

Red-line drawings are required from the CONTRACTOR upon completion of construction. CONSULTANT will incorporate the changes shown on the red-line drawings. Record drawings will be delivered to the CITY in pdf format on electronic media, and one (1) full-size hard copy.

The funds associated with special allowances may only be used following written authorization from the CITY prior to the work being conducted.

TASK 6 – SPECIFIC ALLOWANCE – ADDITIONAL DESIGN EFFORT

Task 6 will contain funds for full compensation for work performed during the detailed design phase of the project that was above and beyond the design scope and fee. These items have been documented as part of the project's monthly progress reports and include:

- Preparing procurement specifications for replacement components of the plant's exiting generator.
- Coordination with Rovisys to develop existing Network Block Diagrams (NBDs) for the plant .
- Design for the replacement of the existing Parshall flume upstream of the UV facility.
- Detailed design of the alum and polymer chemical storage and feed systems.
- Electrical work on the main circuit breaker on the motor control center in the aeration building.

- Replacement of the Variable Frequency Drives (VFDs) for the plant's four existing effluent pumps.
- Replacement of the existing double-doors on the UV building

TASK 7 – SPECIFIC ALLOWANCE - RECORD DRAWING DEVELOPMENT

Under Task 7, the CONSULTANT shall perform detailed design work associated with the selected improvements at Amvets and Sprau parks. These improvements may include grading plans, sidewalk, parking lot facilities and utility work associated with the restroom facilities or concession stands.

The funds associated with special allowances may only be used following written authorization from the CITY prior to the work being conducted.

TASK 8 – GENERAL ALLOWANCE

Under Task 8, as needed additional services allowance may be provided for services which cannot be quantified at this time up to \$30,000. These additional services may be authorized at the sole discretion of the CITY.

The funds associated with special and general allowances may only be used following written authorization from the CITY prior to the work being conducted.

3. ASSUMPTIONS AND EXCLUSIONS

- 3.1 ADMINISTRATION OF CONSTRUCTION CONTRACTS: CONSULTANT shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not CONSULTANT 's responsibility nor are CONSULTANT 's field services rendered for the construction CONTRACTOR's benefit.
- 3.2 It is understood and agreed by the CITY and CONSULTANT that only work which has been observed by CONSULTANT can be said to have been appraised and comments on the balance of any construction work are assumptions only.
- 3.3 The authority for general administration of the PROJECT shall reside with CONSULTANT only to the extent defined in this Scope. In such case, CONSULTANT shall coordinate the activities of other consultants employed by the CITY, only to the extent that the CONSULTANT is empowered to do so by such other consultants' contracts with the CITY.
- 3.4 CONSULTANT shall not be responsible for any CONTRACTOR's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any CONTRACTOR, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by CONSULTANT of the work or services of a construction CONTRACTOR or other consultants, whether express or implied, shall relieve such CONTRACTOR or other consultants from their responsibilities to the CITY for the proper performance of such work or services and further, CONSULTANT shall not be responsible to the CITY or to the CONTRACTOR or to the other Consultant s for the means, methods, techniques, sequences, procedures and use of equipment of any

- nature whatsoever, whether reviewed by CONSULTANT or not, which are employed by the construction CONTRACTOR or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.
- 3.5 When field services are provided, CONSULTANT will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CITY shall designate a responsible party, other than CONSULTANT for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.
- 3.6 JOBSITE SAFETY: Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subconsultants at a construction site, shall relieve the CITY, the Construction CONTRACTOR, and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, CONSULTANT and its personnel have no authority to exercise any control over any construction CONTRACTOR or other entity or their employees in connection with their work or any health or safety precautions.
- 3.7 CITY acknowledges that CONSULTANT has not contributed to or created the existence of any hazardous or toxic material, environmental hazard, contamination or pollution, whether identified by consent decree or otherwise ("Hazardous Materials"), or to the release of any Hazardous Materials prior to the performance of any services as specified herein or under any other contract with CITY ("Preexisting Hazardous Conditions"). CONSULTANT may reasonably rely on any materials provided by CITY as it relates to the Hazardous Materials and any Preexisting Hazardous Conditions. In the event any unanticipated or suspected Hazardous Materials are encountered, CONSULTANT may stop work until such materials are properly investigated, and CONSULTANT shall be entitled to an equitable adjustment in compensation and/or time associated with such unanticipated or suspected Hazardous Materials. CITY agrees to hire any CONTRACTOR tasked with the transportation and disposal of the Hazardous Materials and CONSULTANT will have no responsibility to supervise said CONTRACTOR or to confirm CITY's CONTRACTOR has handled the Hazardous Materials in full compliance with all laws, regulations and requirements of all governmental authorities. In providing services under this Agreement, CONSULTANT shall not be deemed a generator, transporter, or disposer of such Hazardous Materials and will not have arranged for disposal of such Hazardous Materials.
- 3.8 CONSULTANT is not creating any shop drawings or submittals and will only review these as included in our scope.
- 3.9 CONSULTANT will not provide review of submittals related to temporary materials, equipment, and means and methods required to perform the work.
- 3.10 A disposition of "Accepted" for a single item will not constitute acceptance of an entire assembly of which the item forms a part.
- 3.11 Fees for Plan Reviews or any other fees to government agencies are not included in this proposal. It is the responsibility of the CITY to pay these fees at the time of submittal if any such fee is encountered. Permit fees are the responsibility of the CONTRACTOR.
- 3.12 The following tasks may be included in this Scope with additional compensation:

- Preparation of Opinions of Probable Construction Costs.
- Asset management system related work.
- Public relations work during construction.
- Factory equipment witness and acceptance testing
- Permitting assistance during the construction period.
- Construction claim support services for claims that are not due to CONSULTANT design errors under the scope herein. In the event that construction claims or potential claims arise, CONSULTANT will provide a proposal for providing claim support services to assist the CITY and/or participate in reviewing or resolving such claim(s) to the extent mutually agreed for additional compensation as authorized by the CITY.
- Standard Maintenance Procedures (SMPs).

3.13 CONSULTANT is not responsible for:

- Daily or weekly inspection reports. These will be prepared by others and provided to CONSULTANT for record.
- Resident project representation.
- CONTRACTOR variations from design requirements that are not conspicuously and specifically disclosed on the submittal.
- Design data shown on a submittal that is within the special expertise of the manufacturer/designer of that equipment, upon which CONSULTANT has a right to rely.
- Additional survey work, environmental services or geotechnical field services.
- Providing or coordinating materials testing or special inspections.

3.14 The fee for this work has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the CITY, CONSULTANT reserves the right to renegotiate the fee established herein to account for the extra costs resulting therefrom.

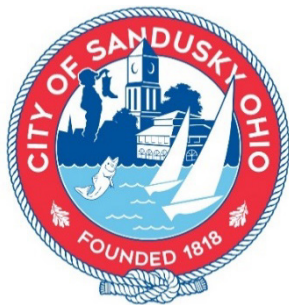
3.15 It is assumed that project meetings, site visits, and general administration for the Mills Street HRT project and the Existing Plant UV Rehabilitation Project can be done concurrently, and that separate meetings or trips to site are not required.

4. PROJECT SCHEDULE

The following schedule shows the anticipated milestone dates for the project, assuming the CONTRACTOR's Notice to Proceed (NTP) date is February, 2023.

Item/Deliverable	Anticipated Date
Pre-Construction Meeting	February, 2023
Substantial Completion	October 2024
Final Completion	May 2025

EXHIBIT "A"



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, Interim City Manager

From: Aaron M. Klein, P.E.

Date: December 28, 2022

Subject: **Commission Agenda Item – Award the Mills Street 16 MGD High Rate Treatment Project to The Great Lakes Construction co. of Hinckley, Ohio**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to award a contract to The Great Lakes Construction Co. for construction of Hinckley, OH, for the Mills Street 16 MGD High Rate Treatment Project.

BACKGROUND INFORMATION: The final project included in the 2012-2015 negotiations with Ohio EPA regarding the City's General Plan Update is construction of a 16 million gallons per day (MGD) High Rate Treatment (HRT) facility intended to reduce permitted combined sewer overflows (CSO) from the Mills Street bypass station prior to December 1, 2024. Over the past two years staff has been working with Stantec Consulting Services, Inc. (Stantec). Preliminary design was completed in March 2022 and detailed design was completed in October 2022.

The follow two bids were received on Thursday, December 22, 2022 and opened just after 1:30 PM at a public bid opening:

The Great Lakes Construction Co. Hinckley, OH	\$33,570,075.00 100% Bid Bond
Mosser Construction Fremont, OH	\$35,943,050.00 100% Bid Bond

Stantec reviewed all bids and recommended award of the base bid including all allowances totaling \$33,570,075.00 to The Great Lakes Construction Co. as the lowest and best bidder. The engineer's estimate was \$33,500,000.00. Substantial completion is October 2024 with final completion in May 2025.

BUDGETARY INFORMATION: The total base bid shall not exceed \$33,570,075.00 and will initially be paid with Sewer Funds. The City has submitted a formal application for reimbursement through a low-interest loan from the Water Pollution Control Loan Fund (WPCLF). Erie County would be required to pay their fair share of both projects, which is assumed to be 13.9% of the Mills Street HRT project and 46.18% of the UV Disinfection project, including design and construction administration services.

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing a contract to The Great Lakes Construction Co. of Hinckley, OH for construction of the Mills Street High Rate Treatment Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to meet required deadlines set by the NPDES permit as negotiated by the City.

I concur with this recommendation:

John Orzech
Interim City Manager

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



Stantec Consulting Services Inc.
1001 Lakeside Avenue, Suite 1600, Cleveland Ohio 44114

January 3, 2023
File: 173410930

Attention: Aaron Klein
City of Sandusky
Director, Public Works
240 Columbus Ave
Sandusky, OH 44870

Dear Mr. Klein,

Reference: Sandusky Mills St High-Rate Treatment Project Bid Evaluation

The City of Sandusky received two (2) sealed bids for the above referenced project on December 22, 2022, which were opened and read publicly. The bid submission included forms specific to the WPCLF process in addition to the bid form.

Bid Price Evaluation:

A summary of the bids received, listed from apparent lowest to highest bid, is as follows:

Bidder	Apparent Total Bid	% Difference vs EOPCC – \$33.5 M
Great Lakes Construction Co.	\$ 33,570,075.00	+0.21
Mosser Construction Inc.	\$ 35,943,050.00	+7.3
Average	\$ 34,756,562.00	+3.8

Based on the bids, the apparent low bidder is The Great Lakes Construction Company (GLC). No mathematical errors were identified in GLCs bid. In addition, the contract stipulated cap limits for Bid Item 13 (Mobilization <5%) which was complied with.

The Published Engineer's Opinion of Probable Construction Cost is \$33,500,000.00. The total bid by GLC is 0.21% higher than the Published EOPCC. The highest bid, by Mosser Construction Inc., is 7.3% higher than the Published EOPCC.

A comparison of GLC's prices was performed against the EOPCC and the other bidder. The following was noted:

1. Bid Item 4 Main Pump Station Modifications: GLC's bid of \$1,500,000 is \$560,000 higher than the EOPCC and \$300,000 more than the other bidder. On a numerical basis, this is the largest difference between the bidders. On a percentage basis, this item is 11.1% higher than the average of all bids.

Reference: Sandusky Mills St High-Rate Treatment Project Bid Evaluation

2. Bid Item 6 HRT Diversion and Influent Conveyance: GLC's bid of \$400,000 is \$100,000 higher than the EOPCC and \$175,000 more than the other bidder. On a percentage basis, this is the highest difference between bids at 28% greater than the average of all bids.
3. Bid Item 7 Chemical Storage and Feed Systems: GLC's bid of \$100,000 is \$150,000 less than the EOPCC and \$125,000 less than the highest bidder. This is a difference of -38.5% from the average of all bids.
4. Bid Item 9 High-Rate Treatment Facility: GLC's bid of \$18,066,500 is \$933,500 less than the EOPCC and \$1,848,500 less than the highest bidder. This is a difference of -4.9% from the average of all bids. This is the largest numerical difference observed between the bids, and can likely be attributed to variation in construction means and methods between the two bidders.
5. Bid Item 10 HRT Effluent Piping and PEB Connection Chamber: GLC's bid of \$660,000 is \$310,000 higher than the EOPCC and \$285,000 more than the other bidder. On a percentage basis, the difference between bids is 27.5% greater than the average of all bids.
6. When considering the total for HRT related bid items (6-10), GLC's bid of \$19,616,500 is \$1,473,500 less than the highest bidder. There may be some differences in what scope each bidder included in which bid item, however, the majority of this cost difference is attributed to Bid Item 9 – High-Rate Treatment Facility.
7. Bid Item 22 Bid, Performance, & Payment Bond: GLC's bid of \$170,000 is 0.51% of the unofficial total bid amount of \$33,570,075. This is less than the highest bidder, who submitted \$359,500 for 1% of their total bid amount of \$35,943,050.
8. All other bid items were within 12.5% of the average of all bidders.

Qualifications

Stantec is familiar with GLCs work on numerous recent projects and believes them to be knowledgeable and qualified to perform the work for the Sandusky Mills St High-Rate Treatment Project.

DBE Participation

GLC included forms specifying work to be performed by MBE and WBE within 72 hours of the bid opening. GLC specified a total of \$1,854,350, amounting to 5.52% of total bid, to be performed by KLE Construction, a Cleveland-based MBE, which satisfies the WPCLF goal of 1.3% MBE. Stantec confirmed that KLE Construction is a DBE certified by ODOT. GLC also specified a total of \$432,000, amounting to 1.29% of total bid, to be performed by Foundation Steel, LLC, a Swanton-based WBE, which satisfies the WPCLF goal of 1.0% WBE.

January 3, 2023

Aaron Klein

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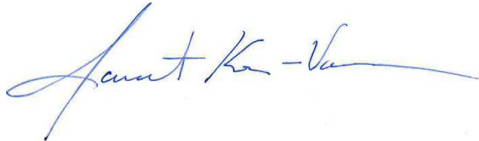
Reference: Sandusky Mills St High-Rate Treatment Project Bid Evaluation

Recommendation to Award:

Stantec evaluated the entire bid package from The Great Lakes Construction Co. as provided by the City. Based on their low bid and Stantec's review of the WPCLF requirements, The Great Lakes Construction Co. appears to be the lowest and best bidder. As such, we recommend that the Sandusky Mills St High-Rate Treatment Project be awarded to The Great Lakes Construction Co.

Regards,

STANTEC CONSULTING SERVICES INC.



Janet Kern-Vannoy, PE, PMP, ENV SP, LEED AP BD+C
Project Manager
Phone: (216) 298-0685
janet.kern-vannoy@stantec.com

CERTIFICATE OF FUNDS

In the Matter of: Great Lakes Construction Company- Mills High-Rate Treatment Project

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

Account #613-5442-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 1/4/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE GREAT LAKES CONSTRUCTION CO. OF HINCKLEY, OHIO, FOR THE MILLS STREET HIGH-RATE TREATMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the final project included in the 2012-2015 negotiations with the Ohio Environmental Protection Agency regarding the City's General Plan Update is construction of a 16 million gallon per day (MGD) High-Rate Treatment (HRT) Facility intended to reduce permitted combined sewer overflows (CSO) from the Mills Street bypass station prior to December 1, 2024; and

WHEREAS, subsequent to a Request for Qualifications (RFG) process, the City Commission approved an agreement for Professional Design Services with Stantec Consulting Services, Inc. of Cleveland, Ohio, for the preliminary design of the Mills Street High-Rate Treatment Project by Ordinance No. 21-136, passed on September 13, 2021, and subsequently approved an amendment to the agreement for detailed design and bidding services by Ordinance No. 22-047, passed on March 14, 2022; and

WHEREAS, approved is being requested in companion legislation to approve a Second Amendment for Professional Design Services with Stantec Consulting Services, Inc. of Cleveland, Ohio, for construction administration services for the Mills Street High-Rate Treatment Project; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Mills Street High-Rate Treatment (HRT) Project by Resolution No. 058-22R, passed on October 24, 2022; and

WHEREAS, the City Commission authorized the filing of an application with the Ohio Environmental Protection Agency (OEPA) for a loan through the Water Pollution Control Loan Fund (WPCLF) program for the design, construction, and inspection of the Mills Street High-Rate Treatment Project by Resolution No. 066-22R, passed on December 12, 2022; and

WHEREAS, upon public competitive bidding as required by law, two (2) appropriate bids were received and the bid from The Great Lakes Construction Co. of Hinckley, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the consultant, Stantec Consulting Services, Inc. reviewed the bids and recommends awarding the contract to The Great Lakes Construction Co. and the Director of Public Works agrees with this recommendation; and

WHEREAS, the total construction cost of this project, based on bid, is \$33,570,075.00 and these costs will initially be paid with Sewer Funds as the City has applied for a low-interest loan from the Ohio Water Pollution Loan Fund (WPCLF) to finance the project and the City will receive partial reimbursement from Erie County pursuant to the Sewer Services 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 meet required deadlines set by the existing National Pollutant Discharge and Elimination System (NPDES) permit as negotiated by the City; 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 The Great Lakes Construction Co. of Hinckley, Ohio, for the Mills Street High-Rate Treatment (HRT) Project, in an amount **not to exceed** Thirty-Three Million Five Hundred Seventy Thousand Seventy-Five and 00/100 Dollars (\$33,570,075.00) consistent with the bid submitted by The Great Lakes Construction Co. of Hinckley, 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: January 9, 2023