



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
JULY 24, 2023 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Harris
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	July 10, 2023 Regular Meeting and July 17, 2023 Special Meeting
AUDIENCE PARTICIPATION	
PRESENTATION	
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

**CONSENT AGENDA**

**ITEM A – Submitted by Nicole Grohe, CDBG Program Administrator**

**APPROVAL OF FY2023 CDBG SUBRECIPIENT AGREEMENT WITH NEW JERUSALEM CHURCH SHELTER**  
**Budgetary Information:** The City of Sandusky will award New Jerusalem Missionary Baptist Church a total of \$6,500 for the Heating and Cooling Shelter Program for CDBG Program Year FY2023. 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 New Jerusalem Missionary Baptist Church to assist with their Warming and Cooling Shelter Program and to expend an amount not to exceed \$6,500.00 from the FY2023 Community Development Block Grant (CDBG) funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM B – Submitted by Nicole Grohe, CDBG Program Administrator**

**APPROVAL OF FY2023 CDBG SUBRECIPIENT AGREEMENT WITH OH-GO FOOD PANTRY**  
**Budgetary Information:** The City of Sandusky will award OH-GO a total of \$19,764.20 for the Food Pantry Program for CDBG Program Year FY2023. 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 OH-GO to assist with their Food Pantry Program and to expend an amount not to exceed \$19,764.20 from the FY2023 Community Development Block Grant funds; 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**

**APPROVAL OF FY2023 CDBG SUBRECIPIENT AGREEMENT WITH ERIE COUNTY MEALS ON WHEELS**  
**Budgetary Information:** The City of Sandusky will award Erie County Senior Center Auxiliary a total of \$25,000 for the Meals on Wheels Program for CDBG Program Year FY2023. This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.  
**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a subrecipient agreement with the Erie County Senior Center Auxiliary to assist with their Meals on Wheels Program and to expend an amount not to exceed \$25,000.00 from the FY2023 Community Development Block Grant (CDBG) funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM D – Submitted by Michelle Reeder, Finance Director**

**APPROVAL 2023 BUDGET AMENDMENT**  
**Budgetary Information:** Appropriation amendments are required to update the 2023 budget for these funds:

- General Funds
- Capital Projects Funds
- State Grant Funds
- General Bond Retirement Funds
- Water Funds

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed adopting Amendment No. 4 to Ordinance No. 23-002 passed by this City Commission on January 9, 2023, 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 E – Submitted by Josh Snyder, Public Works Engineer**

**APPROVAL OF CHANGE ORDER 1 & FINAL FOR 2023 LOCAL STREET RESURFACING PROJECT**

**Budgetary Information:** The original contract with Precision Paving, Inc., was \$761,363.90. Change order #1 is a decrease of \$23,401.07 (3.1%), decreasing the contract total to \$737,962.83. All funding for this project came from American Rescue Plan Act (ARPA) Stimulus Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to approve the first & final change order for work performed by Precision Paving, Inc. of Milan, Ohio, for the Local Street Resurfacing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**REGULAR AGENDA**

**ITEM 1 – Submitted by Aaron Klein, Public Works Director**

**APPROVAL OF EASEMENT AGREEMENT WITH TOFT DAIRY FOR SANDUSKY BAY PATHWAY**

**Budgetary Information:** There will be no negative impact on the City’s budget to accept these easements other than recording fees.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed approving an Easement Agreement granting permanent and temporary easements to the City by the Toft Dairy, Inc. for the Sandusky Bay Pathway; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 2 – Submitted by Josh Snyder, Public Works Engineer**

**PERMISSION TO BID THE BUTLER STREET RECONSTRUCTION PROJECT**

**Budgetary Information:** The engineers’ estimate for construction is \$930,740. Funds for this project are made available through the American Rescue Plan Act Stimulus Funds.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Butler Street Reconstruction Project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 3 – Submitted by Scott Kromer, Streets & Utilities Superintendent**

**APPROVAL FOR REPAIR OF SEWER MAINTENANCE JET TRUCK WATER PUMP FROM JDC**

**Budgetary Information:** The total cost for repairs and materials from JDC will not exceed \$23,042.63 and will be paid with Sewer funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for parts and the repair of a water pump for the Vactor jet sewer cleaner truck from JDC of Twinsburg, Ohio, in the amount of \$23,042.63; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 4 – Submitted by Colleen Gilson, Assistant City Manager/Interim Community Development Director**

**APPROVAL OF ED FUND GRANT AGREEMENT WITH BROWN-ROBINSON FUNERAL HOME**

**Budgetary Information:** The City will be responsible for providing \$15,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursement basis.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000.00 through the Economic Development Fund Program to Mid Ohio Funeral Services LLC d.b.a. Brown-Robinson Funeral Home in relation to the property located at 1814 Milan Road; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 5 – Submitted by Colleen Gilson, Assistant City Manager/Interim Community Development Director**

**APPROVAL OF ED FUND GRANT AGREEMENT WITH S&S REALTY LTD**

**Budgetary Information:** The City will be responsible for providing \$140,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursement basis.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a grant in the amount of \$140,000.00 through the Economic Development Fund Program to S&S Realty Ltd in relation to the property located at 1935 Cleveland Road; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 6 – Submitted by Colleen Gilson, Assistant City Manager/Interim Community Development Director**

**APPROVAL OF ED FUND GRANT AGREEMENT WITH SANDUSKY BOOK BAR LLC**

**Budgetary Information:** The City will be responsible for providing \$15,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursement basis.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000.00 through the Economic Development Fund Program to Sandusky Book Bar LLC in relation to the property located at 2101 West Perkins Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 7 – Submitted by Colleen Gilson, Assistant City Manager/Interim Community Development Director

**APPROVAL OF AGREEMENT FOR EXAMINATION OF SERVICES TO STS FROM HDR**  
**Budgetary Information:** Total cost not to exceed \$39,969.57 of which \$25,000.00 will be paid with Community Development Block Grant (CDBG-CV) Covid Recovery Funds and \$14,969.57 will be paid with Capital Projects Funds.  
**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Professional Services Agreement with HDR, Inc. of Cleveland, Ohio, to conduct an examination of services for the Sandusky Transit System and Amtrak Station; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 8 – Submitted by Colleen Gilson, Assistant City Manager/Interim Community Development Director

**APPROVAL TO PROCEED WITH TAX LEVY FOR RECREATION CENTER**  
**Budgetary Information:** This tax levy is necessary to help offset the cost of operating and maintaining a Recreation Center.  
**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed to proceed with an additional tax on property in excess of the ten-mill limitation for Parks and Recreation for the City of Sandusky and to Submit the Question of the Tax Levy to the Electors of the City at the November 7, 2023, election; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 9

**APPROVAL FOR AGREEMENT WITH REMINGER FOR PROFESSIONAL LAW DIRECTOR SERVICES**  
**Budgetary Information:** The cost for the professional law director services is \$6,500.00 per month and will be paid with funds from the Law Department’s operation budget (50%), Water Funds (25%), and Sewer Funds (25%).  
**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Justin Harris of Reminger Co., LPA of Sandusky, Ohio, for professional law director services for the City of Sandusky; 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](http://www.CityofSandusky.com/Live) – Click “Play” 



## COMMUNITY DEVELOPMENT DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** John Orzech, Interim City Manager

**From:** Nicole Grohe, CDBG Program Administrator

**Date:** July 10th, 2023

**Subject:** Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2023  
Community Development Block Grant (CDBG) –New Jerusalem Missionary Baptist Church Subrecipient  
Agreement (Warming and Cooling Shelter 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 New Jerusalem Missionary Baptist Church for their Warming and Cooling Shelter program.

**Background Information:** New Jerusalem Missionary Baptist Church was awarded \$6,500 for the CDBG FY23 Program Year to implement the Heating and Cooling Shelter Program. The FY23 Program Year runs from July 1, 2023 to June 30, 2024.

The Heating and Cooling Shelter Program provides public access to their facilities when temperatures are deemed unsafe.

**Budgetary Information:** The City of Sandusky will award New Jerusalem Missionary Baptist Church a total of \$6,500 for the Heating and Cooling Shelter Program for CDBG Program Year FY2023. 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 30, 2024 deadline.

I concur with this recommendation:

\_\_\_\_\_  
Nicole Grohe  
CDBG Program Administrator

\_\_\_\_\_  
John Orzech  
Interim City Manager

\_\_\_\_\_  
Colleen Gilson  
Interim 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: New Jerusalem Church Shelter- CDBG

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

Account # 241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/20/2023

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH NEW JERUSALEM MISSIONARY BAPTIST CHURCH TO ASSIST WITH THEIR WARMING AND COOLING SHELTER PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$6,500.00 FROM THE FY2023 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 New Jerusalem Missionary Baptist Church a total of \$6,500.00 for the Warming and Cooling Shelter Program which provides public access to their facilities when temperatures are deemed unsafe in the City of Sandusky under the rules and regulations of the Community Development Block Grant; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement and allow New Jerusalem Missionary Baptist Church to continue this program and to expend the funds before the deadline of June 30, 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 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 New Jerusalem Missionary Baptist Church to assist with their Warming and Cooling Shelter Program which provides public access to their facilities when temperatures are deemed unsafe in the City of 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** Six Thousand Five

Hundred and 00/100 Dollars (\$6,500.00) from the FY2023 Community Development Block Grant (CDBG) Funds to the New Jerusalem Missionary Baptist Church.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 24, 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 New Jerusalem Missionary Baptist Church, (hereinafter referred to as "Subrecipient"), located at 1920 Eddy Henry Way Sandusky, Ohio 44870.

WITNESSETH THAT:

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

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to provide the public access to their facilities when temperatures are deemed unsafe;

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, 2023 THROUGH AND INCLUDING June 30th, 2024. All invoices for reimbursement shall be submitted by June 30th, 2024 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 six-thousand five-hundred dollars and no cents (\$6,500).

**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/](http://www.whitehouse.gov/omb/circulars_a110/)) and A-122 ([www.whitehouse.gov/omb/circulars\\_a122\\_2004/](http://www.whitehouse.gov/omb/circulars_a122_2004/)). **Documentation shall be submitted to the City quarterly. Documentation for final payment shall be due by June 30th, 2024.**

**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 \$6,500 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](http://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](http://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/](http://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

\_\_\_\_\_  
New Jerusalem Missionary Baptist Church

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarah Chiappone  
Assistant Law Director

\_\_\_\_\_  
Date

**CITY FINANCE DIRECTOR'S CERTIFICATE**

I hereby certify that the sum of \$6,500 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.

New Jerusalem Missionary Baptist Church is providing space in their church to the public for access to their heating and cooling shelter operations.

The scope of services outlined above and in the New Jerusalem Missionary Baptist Church's application have been approved.

<b>Program Year Quarter</b>	<b>Projected Outcome of Individuals Served</b>
<b>1</b>	<b>5</b>
<b>2</b>	<b>5</b>
<b>3</b>	<b>5</b>
<b>4</b>	<b>5</b>

**ATTACHMENT I  
STATEMENT OF WORK**

**PROGRAM BUDGET**

<b>Description of Work</b>	<b>CDBG Funds Requested</b>	<b>Other Funds or In-Kind Contribution</b>	<b>Total Project Costs</b>
Salaries	\$3,000	\$0	\$3,000
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$500	\$0	\$500
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
Rent	\$1,125	\$0	\$1,125
Client Service Fees	\$0	\$0	\$0
Food	\$1,875	\$0	\$1,875
<b>Total Project Expenditures</b>	<b>\$6,500</b>	<b>\$0</b>	<b>\$6,500</b>

**CDBG % of Total Budget: 100%**

## **ATTACHMENT I STATEMENT OF WORK**

### **CDBG SUPPORTING DOCUMENTATION FORMS**

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

To Be Submitted:

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

## **ATTACHMENT I CLOSEOUT PROCEDURES**

Closeout Procedures commence once the following have occurred:

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

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

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



## **Continuing Subrecipient Responsibilities**

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

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

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.

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New Jerusalem Missionary Baptist Church

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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.

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New Jerusalem Missionary Baptist Church

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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.

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New Jerusalem Missionary Baptist Church

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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.

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New Jerusalem Missionary Baptist Church

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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.

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New Jerusalem Missionary Baptist Church

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Date



## COMMUNITY DEVELOPMENT DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** John Orzech, Interim City Manager

**From:** Nicole Grohe, CDBG Program Administrator

**Date:** July 10th, 2023

**Subject:** Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2023  
Community Development Block Grant (CDBG) –OH-GO Subrecipient  
Agreement (Food Pantry Program)

**Item for Consideration:** Legislation for the approval of the City of Sandusky Department of Community Development Subrecipient Agreement between the City of Sandusky and OH-GO for their Food Pantry Program.

**Background Information:** OH-GO was awarded \$19,764.20 for the CDBG FY23 Program Year for a Food Distribution Coordinator for their Food Pantry Program. The FY23 Program Year runs from July 1, 2023 to June 30, 2024.

The Food Pantry Program assists people in need of food.

**Budgetary Information:** The City of Sandusky will award OH-GO a total of \$19,764.20 for the Food Pantry Program for CDBG Program Year FY2023. 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 30, 2024 deadline.

I concur with this recommendation:

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Nicole Grohe  
CDBG Program Administrator

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John Orzech  
Interim City Manager

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Colleen Gilson  
Interim 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: OHGO Food Pantry- CDBG

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

Account # 241-4447-53000

By: \_\_\_\_\_



Michelle Reeder

Finance Director

Dated: 7/20/2023

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH OH-GO TO ASSIST WITH THEIR FOOD PANTRY PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$19,764.20 FROM THE FY2023 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, in accordance with the Agreement, the City of Sandusky will award the OH-GO a total of \$19,764.20 for a Food Distribution Coordinator for their Food Pantry Program under the rules and regulations of the Community Development Block Grant; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement and allow OH-GO to continue this program and to expend the funds before the deadline of June 30, 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 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 OH-GO for a Food Distribution Coordinator for their Food Pantry Program in Sandusky, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being adverse to the City and as being consistent with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in an amount **not to exceed** Nineteen Thousand Seven Hundred Sixty-Four and 20/100 Dollars (\$19,764.20) from the FY2023 Community Development Block Grant (CDBG) Funds to OH-GO.

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: July 24, 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 OH-GO, (hereinafter referred to as "Subrecipient"), located at 3616 Plum Brook Circle 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 utilize a Distribution Coordinator for their food pantry program;

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

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

**1. Responsibility for Grant Administration**

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

**2. Other Program Requirements**

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

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

**3. Scope of Services**

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

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

4. **Time of Performance**

This AGREEMENT shall take effect as of July 1, 2023 THROUGH AND INCLUDING June 30th, 2024. All invoices for reimbursement shall be submitted by June 30th, 2024 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 nineteen-thousand seven-hundred sixty-four dollars and twenty cents (\$19,764.20).

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/](http://www.whitehouse.gov/omb/circulars_a110/)) and A-122 ([www.whitehouse.gov/omb/circulars\\_a122\\_2004/](http://www.whitehouse.gov/omb/circulars_a122_2004/)). **Documentation shall be submitted to the City quarterly. Documentation for final payment shall be due by June 30th, 2024.**

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 \$19,764.20 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](http://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](http://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/](http://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

\_\_\_\_\_  
OH-GO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarah Chiappone  
Assistant Law Director

\_\_\_\_\_  
Date

**CITY FINANCE DIRECTOR'S CERTIFICATE**

I hereby certify that the sum of \$19,764.20 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.

OH-GO is funding a food distribution coordinator for their food pantry.

The scope of services outlined above and in the OH-GO's application have been approved.

<b>Program Year Quarter</b>	<b>Projected Outcome of Individuals Served</b>
<b>1</b>	<b>50</b>
<b>2</b>	<b>50</b>
<b>3</b>	<b>50</b>
<b>4</b>	<b>50</b>

**ATTACHMENT I  
STATEMENT OF WORK**

**PROGRAM BUDGET**

<b>Description of Work</b>	<b>CDBG Funds Requested</b>	<b>Other Funds or In-Kind Contribution</b>	<b>Total Project Costs</b>
Salaries,	\$19,764.20	\$0	\$19,764.20
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$0	\$0	\$0
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Donations/Grants	\$0	\$670,659.39	\$670,659.39
<b>Total Project Expenditures</b>	<b>\$19,764.20</b>	<b>\$670,659.39</b>	<b>\$690,423.59</b>

**CDBG % of Total Budget: 3%**

## **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.

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OH-GO

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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.

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OH-GO

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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.

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OH-GO

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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.

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OH-GO

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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.

OH-GO \_\_\_\_\_

Date \_\_\_\_\_



## COMMUNITY DEVELOPMENT DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** John Orzech, Interim City Manager

**From:** Nicole Grohe, CDBG Program Administrator

**Date:** July 12th, 2023

**Subject:** Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2023  
Community Development Block Grant (CDBG) –ERIE COUNTY SENIOR CENTER AUXILIARY Subrecipient  
Agreement (Meals on Wheels 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 Senior Center Auxiliary for their Meals on Wheels Program.

**Background Information:** The Erie County Senior Center Auxiliary was awarded \$25,000 for the CDBG FY23 Program Year to implement the Meals on Wheels Program. The FY23 Program Year runs from July 1, 2023 to June 30, 2024.

The Meals on Wheels Program provides weekday lunch meals that abide by appropriate nutritional and program guidelines to eligible elderly community members in the City of Sandusky under the rules and regulations of the Community Development Block Grant.

**Budgetary Information:** The City of Sandusky will award Erie County Senior Center Auxiliary a total of \$25,000 for the Meals on Wheels Program for CDBG Program Year FY2023. 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 30, 2024 deadline.

I concur with this recommendation:

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Nicole Grohe  
CDBG Program Administrator

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John Orzech  
Interim City Manager

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Colleen Gilson  
Interim 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: Erie County Senior Center Meals on Wheels Program- CDBG

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

Account # 241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/20/2023

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ERIE COUNTY SENIOR CENTER AUXILIARY TO ASSIST WITH THEIR MEALS ON WHEELS PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$25,000.00 FROM THE FY2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, in accordance with the Agreement, the City of Sandusky will award the Erie County Senior Center Auxiliary a total of \$25,000.00 for the Meals on Wheels Program which provides weekday lunch meals that abide by appropriate nutritional and program guidelines to eligible elderly community members in the City of Sandusky under the rules and regulations of the Community Development Block Grant; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement and allow the Erie County Senior Center to continue this program and to expend the funds before the deadline of June 30, 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 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 Erie County Senior Center Auxiliary to assist with the Meals on Wheels Program which provides weekday lunch meals to eligible elderly community members in Sandusky, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in an amount

**not to exceed** Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) from the FY2023 Community Development Block Grant (CDBG) Funds to the Erie County Senior Center.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 24, 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 the Erie County Senior Center Auxiliary, (hereinafter referred to as "Subrecipient"), located at 620 E. Water Street Sandusky, Ohio 44870.

WITNESSETH THAT:

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

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to distribute food to those in need;

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, 2023 THROUGH AND INCLUDING June 30th, 2024. All invoices for reimbursement shall be submitted by June 30th, 2024 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 twenty-five-thousand dollars and zero cents (\$25,000).

**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/](http://www.whitehouse.gov/omb/circulars_a110/)) and A-122 ([www.whitehouse.gov/omb/circulars\\_a122\\_2004/](http://www.whitehouse.gov/omb/circulars_a122_2004/)). **Documentation shall be submitted to the City quarterly. Documentation for final payment shall be due by June 30th, 2024.**

**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 \$25,000 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](http://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](http://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/](http://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 Senior Center Auxiliary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarah Chiappone  
Assistant Law Director

\_\_\_\_\_  
Date

**CITY FINANCE DIRECTOR'S CERTIFICATE**

I hereby certify that the sum of \$25,000 being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

ACCOUNT NUMBER: \_\_\_\_\_  
FUNDS AVAILABLE: \$ \_\_\_\_\_

\_\_\_\_\_  
Michelle Reeder  
Finance Director

\_\_\_\_\_  
Date



**ATTACHMENT I  
STATEMENT OF WORK**

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

EXHIBIT "A"

**ATTACHMENT I  
STATEMENT OF WORK**

**SCOPE OF SERVICES**

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

The Erie County Senior Center Auxiliary for their Meals on Wheels program.

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

<b>Program Year Quarter</b>	<b>Projected Outcome of Individuals Served</b>
<b>1</b>	<b>50</b>
<b>2</b>	<b>50</b>
<b>3</b>	<b>50</b>
<b>4</b>	<b>50</b>

**ATTACHMENT I  
STATEMENT OF WORK**

**PROGRAM BUDGET**

<b>Description of Work</b>	<b>CDBG Funds Requested</b>	<b>Other Funds or In-Kind Contribution</b>	<b>Total Project Costs</b>
Food	\$25,000	\$0	\$25,000
Fringe Benefits	\$0	\$0	\$0
Supplies/ Equipment	\$0	\$0	\$0
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Donations/Grants	\$0	\$140,000	\$140,000
<b>Total Project Expenditures</b>	<b>\$25,000</b>	<b>\$140,000</b>	<b>\$165,140</b>

**CDBG % of Total Budget: 15%**

## **ATTACHMENT I STATEMENT OF WORK**

### **CDBG SUPPORTING DOCUMENTATION FORMS**

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

To Be Submitted:

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

## **ATTACHMENT I CLOSEOUT PROCEDURES**

Closeout Procedures commence once the following have occurred:

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

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

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

## **Continuing Subrecipient Responsibilities**

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

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

EXHIBIT "A"

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

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

EXHIBIT "A"

## ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

### CERTIFICATION CONFLICT OF INTEREST

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

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

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

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

---

Erie County Senior Center Auxiliary

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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.

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Erie County Senior Center Auxiliary

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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.

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Erie County Senior Center Auxiliary

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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.

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Erie County Senior Center Auxiliary

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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.

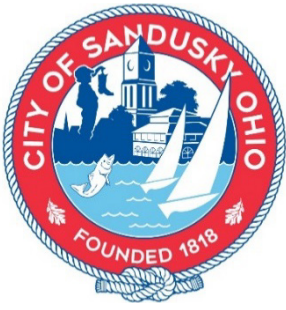
- (9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 374), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Regarding labor standards for federally assisted construction sub-agreements.
- (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.

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Erie County Senior Center Auxiliary

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Date



## FINANCE DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5776  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: John Orzech, Interim City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: July 11, 2023  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #4 to the 2023 General Appropriations.

### **BUDGETARY INFORMATION:**

Appropriation amendments are required to update the 2023 budget for these funds:

- General Funds
- Capital Projects Funds
- State Grant Funds
- General Bond Retirement Funds
- Water Funds

### **ACTION REQUIRED:**

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

I concur with this recommendation:

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John Orzech

Interim City Manager

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Michelle Reeder

Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING AMENDMENT NO. 4 TO ORDINANCE NO. 23-002 PASSED BY THIS CITY COMMISSION ON JANUARY 9, 2023, 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 made general appropriations for the Fiscal Year 2023 Operating Budget by Ordinance No. 23-002, passed on January 9, 2023; and

**WHEREAS**, this City Commission adopted Amendment No. 1 to Ordinance No. 23-002 to cover deficiencies or needs which existed in the General, Street, State Grants, Capital Projects, Urban Renewal Debt Retirement, Water, and Sewer Funds by Ordinance No. 23-035, passed on February 27, 2023; and

**WHEREAS**, this City Commission adopted Amendment No. 2 to Ordinance No. 23-002 to cover deficiencies or needs which existed in the General, Capital Projects, Water and Sewer Funds by Ordinance No. 23-093, passed on April 24, 2023; and

**WHEREAS**, this City Commission adopted Amendment No. 3 to Ordinance No. 23-002 to cover deficiencies or needs which existed in the State Grants, Federal Grants, Cooke Building Improvement TIF, Capital Projects, Water and Sewer Funds by Ordinance No. 23-123, passed on June 12, 2023; and

**WHEREAS**, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, State Grant, Capital Projects, General Bond Retirement, and Water Funds; and

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

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

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

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

Section 1. Ordinance No. 23-002 passed by this City Commission on the 9<sup>th</sup> day of January, 2023, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
Law Department	(9750)	9,750	-
Community Development	-	5,000	5,000
<b>GENERAL FUND</b>	<b>(9,750)</b>	<b>14,750</b>	<b>5,000</b>
 <b>STATE GRANT FUNDS</b>	 -	 <b>98,855</b>	 <b>98,855</b>
 <b>CAPITAL PROJECT FUNDS</b>	 -	 <b>862,145</b>	 <b>862,145</b>
 <b>GENERAL BOND RETIREMENT</b>	 -	 <b>500,000</b>	 <b>500,000</b>
 <b>WATER FUNDS</b>	 -	 <b>389,416</b>	 <b>389,416</b>
 <b>TOTAL ALL FUNDS</b>	 <b>(9,750)</b>	 <b>1,865,166</b>	 <b>1,855,416</b>

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

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

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

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



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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 24, 2023



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager

From: Joshua R. Snyder, P.E., Public Works Engineer

Date: July 10, 2023

Subject: **Commission Agenda Item - Change Order 1 & Final for the 2023 Local Street Resurfacing Project**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of Change Order 1 and Final for the 2023 Local Street Resurfacing Project.

**BACKGROUND INFORMATION:** Legislation was passed at the April 10, 2023, City Commission meeting awarding a construction contract for the 2023 Local Street Resurfacing Project to Precision Paving Inc., of Milan, OH per Ordinance 23-089 in the amount of \$761,363.90. This project provided for the asphalt resurfacing of twenty seven (27) City blocks, or 2.6 miles of local City streets, as well as Fire Station #7's parking lot.

The Change Order is an overall decrease of \$23,401.07 (3.1%), and reflects the actual work performed and the actual quantities used in the field by the contractor.

**BUDGETARY INFORMATION:** The original contract with Precision Paving, Inc., was \$761,363.90. Change order #1 is a decrease of \$23,401.07 (3.1%), decreasing the contract total to \$737,962.83. All funding for this project came from American Rescue Plan Act (ARPA) Stimulus Funds.

**ACTION REQUESTED:** It is recommended that an ordinance for Change Order #1 and Final for the 2023 Local Street Resurfacing Project with Precision Paving, Inc., of Milan, Ohio for a decrease to the contract of \$23,401.07, bringing the total contract price to \$737,962.83 be approved and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to make payment to the contractor for work already performed and to close out the completed project.

I concur with this recommendation:

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John Orzech  
Interim City Manager

---

Aaron Klein, P.E.  
Director

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

City of Sandusky

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY PRECISION PAVING, INC. OF MILAN, OHIO, FOR THE 2023 LOCAL STREET RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the 2023 Local Street Resurfacing Project involved the resurfacing with asphalt overlay of many of the worst street segments in the City, based on a variety of factors, such as: street survey data compiled in 2015, segments that are not eligible for other outside funding, age of existing asphalt surface, local roads, traffic volumes, recent neighborhood and park improvements, completed or planned capital improvements, existing planning documents, etc., and encompasses 27 street segments totaling 2.6 centerline miles of road, and depending on the condition of the street, the work may include milling and possibly excavation to address structural problems in the pavement, and also includes Alternate Bid A (Ogontz Street to Cleveland Road to Fifth Street), Alternate Bid C (Reclaimite surface sealer) and Alternate Bid E (Fire Station #7 parking lot / driveway); and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed 2023 Local Street Resurfacing Project by Resolution No. 010-23R, passed on February 27, 2023; and

**WHEREAS**, the City Commission approved the awarding of the contract to Precision Paving, Inc. of Milan, Ohio, for work to be performed for the 2023 Local Street Resurfacing Project by Ordinance No. 23-089, passed on April 10, 2023; and

**WHEREAS**, this First & Final Change Order reflects the actual work performed and the actual quantities used in the field by the contractor; and

**WHEREAS**, the original contract with Precision Paving, Inc. of Milan, Ohio, was \$761,363.90, and with the **deduction** of this First & Final Change Order in the amount of \$23,401.07, the final contract cost is \$737,962.83 and will be paid entirely with American Rescue Plan Act (ARPA) Stimulus Funds; and

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the 2023 Local Resurfacing Project and to **deduct** from the contract amount the sum of Twenty-Three Thousand Four Hundred One and 07/100 Dollars (\$23,401.07) resulting in the final contract cost of Seven Hundred Thirty-Seven Thousand Nine Hundred Sixty-Two and 83/100 Dollars (\$737,962.83) with Precision Paving, Inc. of Milan, Ohio.

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

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

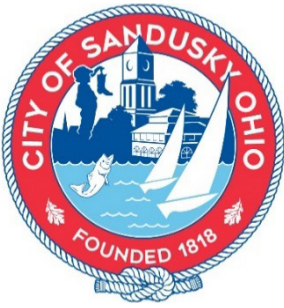
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 24, 2023





## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** John Orzech, Interim City Manager

**From:** Aaron Klein, Director of Public Works

**Date:** July 11, 2023

**Subject:** Commission Agenda Item – Three Easements with Toft Dairy, Inc.

**Items for Consideration:** Legislation authorizing the City Manager to enter into one Easement Agreement including two (2) Temporary Easements and one (1) Permanent Easement with Toft Dairy, Inc. for construction of portions of the Sandusky Bay Pathway.

**Background Information:** Per ordinance 19.115, the City contracted with Environmental Design Group (EDG) to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of the Sandusky Bay Pathway project. The property outlined in yellow below is owned by Toft Dairy, Inc. See exhibit attached to the legislation for an exact layout of the pathway on this parcel (PPN 60-00568.000). The two temporary easements total 0.166 acres and 0.163 acres, and the permanent easement totals 0.286 acres.



Management at Toft Dairy has been very supportive of the pathway and has agreed to donate the necessary easements at no cost to the City of Sandusky. Acquisition along Venice Road was previously donated by Toft Dairy, Inc. for that section of the pathway and the new water line that was installed a couple years ago.

**Budgetary Information:** There will be no negative impact on the City's budget to accept these easements other than recording fees.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into an Easement Agreement including two temporary easements and one permanent easement with Toft Dairy, Inc. and that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to allow the consultant to proceed with finalizing construction plans for the next phase of the Sandusky Bay Pathway.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: Toft Dairy Easement Recording fees

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

Account # 431-6505-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/20/2023



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING AN EASEMENT AGREEMENT GRANTING PERMANENT AND TEMPORARY EASEMENTS TO THE CITY BY THE TOFT DAIRY, INC. FOR THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking City roads and the City-wide park system; and

**WHEREAS**, the City Commission authorized and directed the City Manager to enter into an agreement for professional design services with Environmental Design Group, LLC, of Akron, Ohio, to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of the Sandusky Bay Pathway, by Ordinance No. 19-115, passed on June 24, 2019; and

**WHEREAS**, Toft Dairy, Inc. is the owner of property located north of Venice Road and west of Edgewater Avenue, Parcel No. 60-00568.000, and is granting the City two (1) permanent and two (2) temporary easements necessary for the continuation of the Sandusky Bay Pathway; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the consultant to proceed with finalizing construction plans for the next phase of the Sandusky Bay Pathway; and

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

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

Section 1. This City Commission approves an Easement Agreement granting one (1) Permanent Easement and two (2) Temporary Easements to the City by Toft Dairy, Inc. for the purpose of utilizing for the Sandusky Bay Pathway, a copy of which is attached and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the 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 reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 24, 2023

### Easement Agreement

This Easement Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Sandusky (the "Grantee") whose mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, and Toft Dairy, Inc., (the "Grantor") whose mailing address is 3717 Venice Road, Sandusky, Ohio 44870.

WHEREAS, the Grantor is the owner of the property with the parcel number 60-00568.000, which is more particularly described in Exhibit "A"; and

WHEREAS, the Grantee desires the easements contained herein in order to complete the Sandusky Bay Pathway;

THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor's Grant of Easements.

- a. Grantor grants and conveys to the Grantee a perpetual and exclusive permanent easement for the Sandusky Bay Pathway, which is more particularly described in the easement and legal description attached hereto as Exhibit B. The Grantee may do and perform all acts necessary to fulfill its obligations in accordance with this easement.
- b. Grantor grants and conveys to the Grantee two temporary easements to access, occupy, and construct the Sandusky Bay Pathway, which is more particularly described in the easements and legal descriptions attached hereto as Exhibit C and Exhibit D. These temporary easements shall last until the Grantee's construction ends. The Grantee may do and perform all acts necessary to fulfill its obligations in accordance with these easements.

2. Grantee's Obligations.

- a. Grantee shall ensure that the Sandusky Bay Pathway is maintained, which includes landscaping and mowing.
- b. The Grantee shall restore the easement areas described in Exhibit B, Exhibit C, and Exhibit D to similar conditions within sixty (60) days after the conclusion of the construction activities.

3. Representation and Warranties.

- a. Grantor represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to make the grant of easements to Grantee; (b) such grant of easements and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms herein; and (c) Grantee's easements rights shall not be defeased, impaired, and adversely affected by superior title.

4. Notices.

- a. Any notices required to be given to the Grantor or Grantee shall be given by certified mail, return receipt requested, or by a national delivery service which obtains a receipt for delivery, at the addresses set forth in the first paragraph of this Agreement, or to

such other address as a party may designate from time to time by giving notice to the other party.

5. Successors and Assigns.

- a. The terms and conditions of this Agreement shall bind and inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the easement area.

6. Covenant Running With the Land.

- a. The terms and conditions of these easements shall constitute a covenant running with the land and shall be binding upon and all inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the easement area.

**Signature Page to Follow**

**GRANTOR:**  
**Toft Dairy, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**  
**City of Sandusky**

By: \_\_\_\_\_

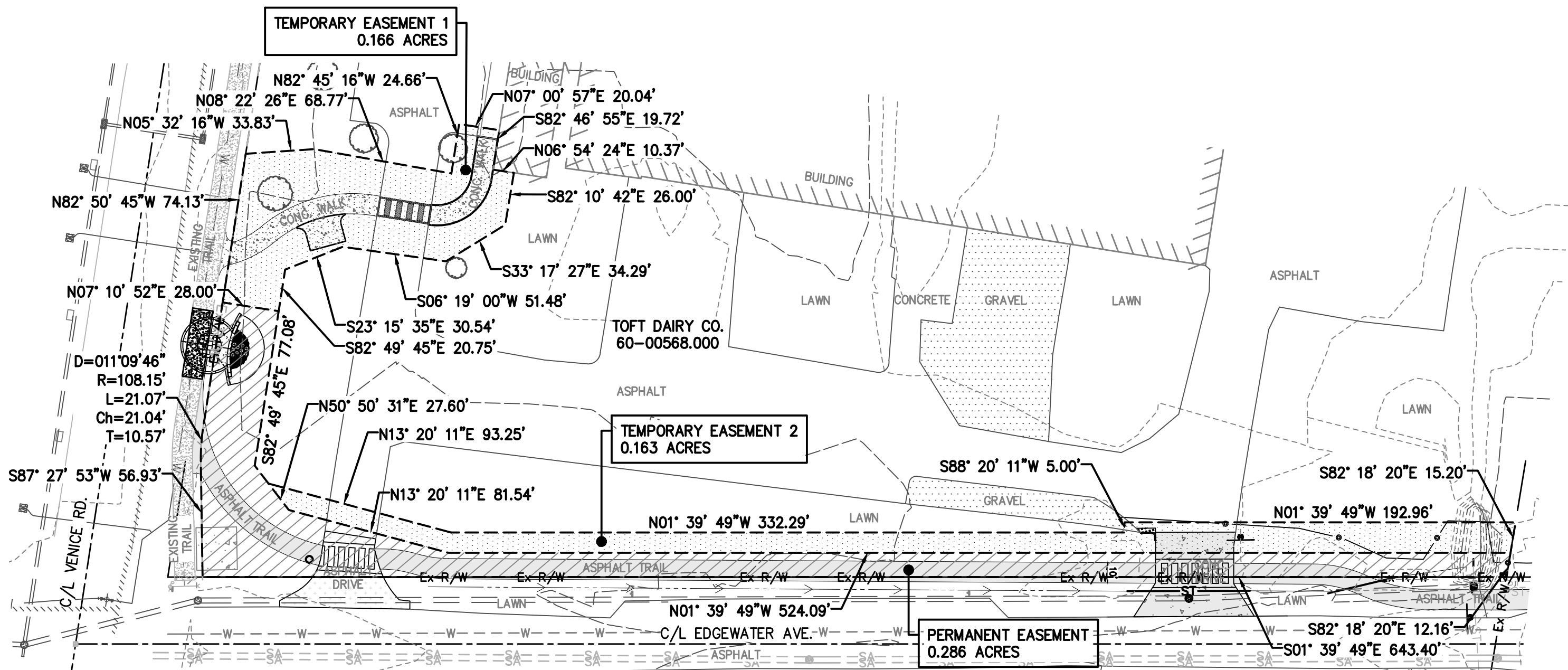
Name: John Orzech

Title: Interim City Manager

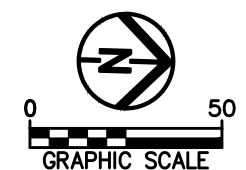
Approved as to Form:

\_\_\_\_\_  
Sarah S. Chiappone  
Assistant Law Director (#0101179)

E:\SANDUSKY\1720196420 BAY PATHWAY DESIGN\CADD\EXHIBITS\EASEMENT EXHIBITS\601TOFT DAIRY CO.DWG - 7/7/2023 9:07:45 AM



- LEGEND**
- PERMANENT EASEMENT
  - TEMPORARY EASEMENT
  - Ex R/W — EXISTING RIGHT-OF-WAY
  - P/L — EXISTING PROPERTY LINE



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PERPETUAL PERMANENT EASEMENT

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**KNOW ALL PERSONS BY THESE PRESENTS:** That, **Toft Dairy, Inc.**, herein referred to as the Grantor, whose mailing address is 3717 Venice Road, Sandusky, Ohio 44870, for and in consideration of the sum of one dollar(s) (\$1.00) and other good and valuable consideration paid by **the City of Sandusky**, herein referred to as the Grantee, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns forever, a perpetual and exclusive permanent Easement to have access to construct, lay, maintain, and repair the Sandusky Bay Pathway, at any time or times hereafter, for the area in Exhibit A, including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

**SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.**

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

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

The Grantor claims title to the above described properties by virtue of an instrument recorded in Vol. 517 Page 985, Erie County Recorder's Office.

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

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

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

IN TESTIMONY WHEREOF, \_\_\_\_\_, the Grantor, has  
executed this Perpetual Permanent Easement this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

STATE OF OHIO       }  
                                  }  
COUNTY OF ERIE    }       SS:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

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



CITY OF SANDUSKY  
PPN 60-00568.000 PERMANENT EASEMENT  
TOFT DAIRY CO.

Situated in the State of Ohio, County of Erie, and the City of Sandusky, and is part of land now or formerly owned by Toft Dairy Co. (PPN 60-00568.000) by deed recorded in Document Number 202001927 of the Erie County Records and being more fully described as follows:

Commencing at the intersection of the northeast corner of said Toft Dairy Co. parcel and the west right of way line of Edgewater Avenue and being the Place of Beginning for the easement herein described;

1. Thence S 01° 39' 49" E along the west right of way line of said Edgewater Avenue, a distance of 643.40 feet to the southeast corner of said parcel and being the intersection of the west right of way line of said Edgewater Avenue and the north right of way line of Venice Road;
2. Thence S 87° 27' 53" W along the north right of way line of said Venice Road, a distance of 56.93 feet to a point;
3. Thence continuing along the north right of way line of said Venice Road along a curve to the right, having a radius of 108.15 feet, a delta angle of 11° 09' 46", a chord distance of 21.04, a tangent of 10.57 feet, a distance of 21.07 feet to a point;
4. Thence N 82° 50' 45" W continuing along the north right of way line of said Venice Road, a distance of 58.35 feet to a point;
5. Thence N 07° 10' 52" E a distance of 28.00 feet to a point;
6. Thence S 82° 49' 45" E a distance of 77.08 feet to a point;
7. Thence N 50° 50' 31" E a distance of 27.60 feet to a point;
8. Thence N 13° 20' 11" E a distance of 81.54 feet to a point;
9. Thence N 01° 39' 49" W a distance of 524.09 feet to a point on the north line of said Toft Dairy Co. parcel;
10. Thence S 82° 18' 20" E along the north line of said Toft Dairy Co., a distance of 12.16 feet to the Place of Beginning, and containing 0.286 acres of land more or less.



July 3, 2023

CITY OF SANDUSKY  
PPN 60-00568.000 PERMANENT EASEMENT  
TOFT DAIRY CO.

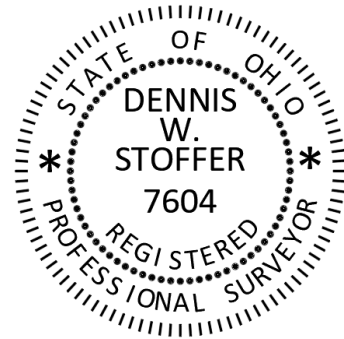
This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group.

The above described easement lies within Erie County Auditor Parcel Number 60-00568.000

A handwritten signature in blue ink that reads "Dennis W. Stoffer".

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Dennis W. Stoffer, P.S. 7604



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TEMPORARY EASEMENT

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**KNOW ALL PERSONS BY THESE PRESENTS:** That, **Toft Dairy, Inc.**, herein referred to as the Grantor, whose mailing address is 3717 Venice Road, Sandusky, Ohio 44870, for and in consideration of the sum of one dollar(s) (\$1.00) and other good and valuable consideration paid by **the City of Sandusky**, herein referred to as the Grantee, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns, a Temporary Easement to have access to construct and lay the Sandusky Bay Pathway until the completion of construction for the area in Exhibit A, including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

**SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.**

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

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

The Grantor claims title to the above described properties by virtue of an instrument recorded in Vol. 517 Page 985, Erie County Recorder's Office.

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

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

The Grantor and signatories hereto, hereby covenant that it is the true and lawful Owner of the above described real estate and has full power and authority to convey the same; that the

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

**IN TESTIMONY WHEREOF**, \_\_\_\_\_, the Grantor, has executed this Temporary Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF OHIO       }  
                                  }  
COUNTY OF ERIE    }       SS:

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

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT PREPARED BY:**

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

CITY OF SANDUSKY  
PPN 60-00568.000 TEMPORARY EASEMENT 1  
TOFT DAIRY CO.

Situated in the State of Ohio, County of Erie, and the City of Sandusky, and is part of land now or formerly owned by Toft Dairy Co. (PPN 60-00568.000) by deed recorded in Document Number 202001927 of the Erie County Records and being more fully described as follows:

Commencing at the intersection of the west right of way line of Edgewater Avenue and the north right of way line of Venice Road;

1. Thence S 87° 27' 53" W along the north right of way line of said Venice Road, a distance of 56.93 feet to a point;
2. Thence continuing along the north right of way line of said Venice Road along a curve to the right, having a radius of 108.15 feet, a delta angle of 11° 09' 46", a chord distance of 21.04, a tangent of 10.57 feet, a distance of 21.07 feet to a point;
3. Thence N 82° 50' 45" W continuing along the north right of way line of said Venice Road, a distance of 58.35 feet to a point and being the True Place of Beginning for the easement herein described;
4. Thence N 82° 50' 45" W continuing along the north right of way line of said Venice Road, a distance of 74.13 feet to a point;
5. Thence N 05° 32' 16" W a distance of 33.83 feet to a point;
6. Thence N 08° 22' 26" E a distance of 68.77 feet to a point;
7. Thence N 82° 45' 16" W a distance of 24.66 feet to a point;
8. Thence N 07° 00' 57" E a distance of 20.04 feet to a point;
9. Thence S 82° 46' 55" E a distance of 19.72 feet to a point;
10. Thence N 06° 54' 24" E a distance of 10.37 feet to a point;
11. Thence S 82° 10' 42" E a distance of 26.00 feet to a point;
12. Thence S 33° 17' 27" E a distance of 34.29 feet to a point;



July 6, 2023

CITY OF SANDUSKY  
PPN 60-00568.000 TEMPORARY EASEMENT 1  
TOFT DAIRY CO.

13. Thence S 06° 19' 00" W a distance of 51.48 feet to a point;
14. Thence S 23° 15' 35" E a distance of 30.54 feet to a point;
15. Thence S 82° 49' 45" E a distance of 20.75 feet to a point;
16. Thence S 07° 10' 52" W a distance of 28.00 feet to the True Place of Beginning, and containing 0.166 acres of land more or less.

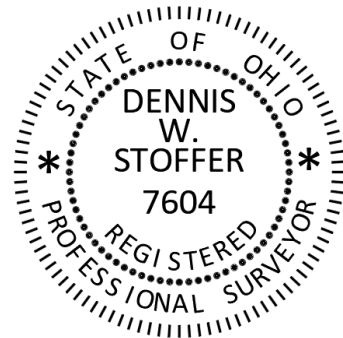
This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group.

The above described easement lies within Erie County Auditor Parcel Number 60-00568.000

A handwritten signature in blue ink that reads "Dennis W. Stoffer".

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Dennis W. Stoffer, P.S. 7604



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---

TEMPORARY EASEMENT

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**KNOW ALL PERSONS BY THESE PRESENTS:** That, **Toft Dairy, Inc.**, herein referred to as the Grantor, whose mailing address is 3717 Venice Road, Sandusky, Ohio 44870, for and in consideration of the sum of one dollar(s) (\$1.00) and other good and valuable consideration paid by **the City of Sandusky**, herein referred to as the Grantee, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns, a Temporary Easement to have access to construct and lay the Sandusky Bay Pathway until the completion of construction for the area in Exhibit A, including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

**SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.**

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

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

The Grantor claims title to the above described properties by virtue of an instrument recorded in Vol. 517 Page 985, Erie County Recorder's Office.

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

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

The Grantor and signatories hereto, hereby covenant that it is the true and lawful Owner of the above described real estate and has full power and authority to convey the same; that the

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

**IN TESTIMONY WHEREOF**, \_\_\_\_\_, the Grantor, has executed this Temporary Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF OHIO       }  
                                  }  
COUNTY OF ERIE    }       SS:

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

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT PREPARED BY:**

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





July 6, 2023

CITY OF SANDUSKY  
PPN 60-00568.000 TEMPORARY EASEMENT 2  
TOFT DAIRY CO.

Situated in the State of Ohio, County of Erie, and the City of Sandusky, and is part of land now or formerly owned by Toft Dairy Co. (PPN 60-00568.000) by deed recorded in Document Number 202001927 of the Erie County Records and being more fully described as follows:

Commencing at the intersection of the northeast corner of said Toft Dairy Co. parcel and the west right of way line of Edgewater Avenue;

1. Thence N 82° 18' 20" W along the north line of said Toft Dairy Co. parcel, a distance of 12.16 feet to the True Place of Beginning for the easement herein described;
2. Thence S 01° 39' 49" E a distance of 524.09 feet to a point;
3. Thence S 13° 20' 11" W a distance of 81.54 feet to a point;
4. Thence S 50° 50' 31" W a distance of 27.60 feet to a point;
5. Thence N 13° 20' 11" E a distance of 93.25 feet to a point;
6. Thence N 01° 39' 49" W a distance of 332.29 feet to a point;
7. Thence S 88° 20' 11" W a distance of 5.00 feet to a point;
8. Thence N 01° 39' 49" W a distance of 192.96 feet to a point on the north line of said Toft Dairy Co. parcel;
9. Thence S 82° 18' 20" E along the north line of said Toft Dairy Co., a distance of 15.20 feet to the True Place of Beginning, and containing 0.163 acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group.



July 6, 2023

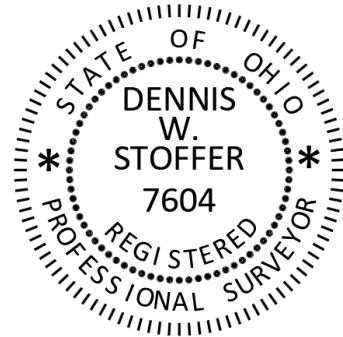
CITY OF SANDUSKY  
PPN 60-00568.000 TEMPORARY EASEMENT 2  
TOFT DAIRY CO.

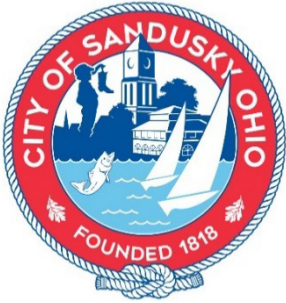
The above described easement lies within Erie County Auditor Parcel Number 60-00568.000

A handwritten signature in blue ink that reads "Dennis W. Stoffer".

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Dennis W. Stoffer, P.S. 7604





## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5829

[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager

From: Joshua R. Snyder, P.E.

Date: July 12, 2023

Subject: **Commission Agenda Item – Permission to Bid the Butler Street Reconstruction Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for the Butler Street Reconstruction Project.

**BACKGROUND INFORMATION:** Through City Commission approval at the February 27, 2023, meeting, the City signed into a design agreement with IBI Group of Canton, Ohio to design the Butler Street Reconstruction project. City staff worked with the design firm to develop a detailed construction set of plans to reconstruct Butler Street, as the portion of Butler Street, from Cleveland to the US 250 off-ramp is well beyond repair and in need of complete roadway reconstruction. Full depth concrete repairs are also planned for sections of Frontage Roads “C”, “E” and Lakeshore Ave. in conjunction with the Butler St. work as Alternate bid item funding allows.

Reconstruction of Butler Street will consist of full depth asphalt cross section being built up to accommodate the traffic this segment sees from industry, tourism and local traffic, with the roadway keeping the same alignment and curb lines. Most of the existing center lane of the three-lane section will become a drainage area for road runoff with protected trees and grass. The approach to Cleveland Road will become three lanes again, providing turn lanes for each direction. It has been verified through different studies that due to reduced traffic from US 250 via the ramp, that two lanes will sufficiently carry the traffic during typical in-bound or out-bound events of Cedar Point Park.

Engineered construction plans, specifications and an estimate have been developed to allow us to competitively bid this project. It is anticipated that construction activity take place over Cedar Point’s off season, with final asphalt going down prior to the start of the 2024 Cedar Point Season.

**BUDGETARY INFORMATION:** The engineers’ estimate for construction is \$930,740. Funds for this project are made available through the American Rescue Plan Act Stimulus Funds.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared accepting bids for the Butler Street Reconstruction Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so that the construction work can begin this fall, in order that the City can plan for construction in late 2023 and complete prior to the 2024 Cedar Point opening.

I concur with this recommendation:

\_\_\_\_\_  
John Orzech  
Interim City Manager

\_\_\_\_\_  
Aaron Klein  
Director

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

RESOLUTION NO. \_\_\_\_\_

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

**WHEREAS**, Butler Street, from Cleveland Road to the U.S. 250 off-ramp is beyond repair and needs reconstruction; and

**WHEREAS**, this City Commission approved an agreement for Professional Design Services with IBI Group of Canton, Ohio, for the Butler Street Reconstruction Project by Ordinance No. 23-045, passed on February 27, 2023; and

**WHEREAS**, the proposed Butler Street Reconstruction Project involves the reconstruction of Butler Street, from Cleveland to the U.S. 250 off-ramp, with full depth asphalt cross section to accommodate the heavy traffic from industry, tourism and local traffic, drainage improvement, lane changes, and includes an Alternative Bid for full depth concrete repairs for sections of Frontage Roads "C", "E" and Lakeshore Avenue; and

**WHEREAS**, it is anticipated that construction activity will take place over Cedar Point's off-season and the final asphalt will be completed prior to the opening of the 2024 Cedar Point season; and

**WHEREAS**, the total estimated construction cost for this project is \$930,740.00 and will be paid with American Rescue Plan Act (ARPA) Stimulus Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with plans for construction in late 2023 and complete prior to the 2024 Cedar Point opening; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City

Commission, for the proposed Butler Street Reconstruction Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Butler Street Reconstruction Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Butler Street Reconstruction Project as required by law.

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

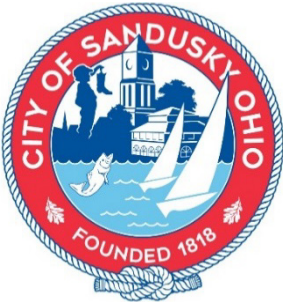
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 24, 2023



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager  
From: Scott Kromer, Streets & Utilities Superintendent  
Date: July 11, 2023  
Subject: **Commission Agenda Item – Sewer Maintenance Jet Truck Water Pump Repair**

**ITEM FOR CONSIDERATION:** Legislation authorizing payment for repair and parts for the water pump in the sewer maintenance Vactor jet truck from JDC of Twinsburg, Ohio.

**BACKGROUND INFORMATION:** The existing high-volume water pump that is driven by the hydraulics of the truck failed during operation due to age and usage. The water pump serves an important role in the operation of the high-pressure cleaning portion of the Sewer Maintenance Vactor jet truck.

Fleet Maintenance staff searched for repair options but nothing was found. JDC is the local Vactor dealer, and they do have all of the special tools to disassemble and rebuild the pump. The pump was delivered to JDC, so they could disassemble, evaluate, and quote the repair, and Fleet Maintenance staff have determined that this is the only repair solution available. Typically, Fleet Maintenance staff would try to rebuild the pump in-house, but they do not have the special tools and equipment available. The City will only be billed for actual hours of labor worked not to exceed thirty-eight (38) hours. The materials required for this repair need to be purchased exclusively through JDC, as no aftermarket parts are available elsewhere.

Labor and materials for the water pump repair will be paid to JDC, as per the attached estimate, dated July 11, 2023, who is the sole source provider of Vactor equipment, materials and repairs and is the only repair solution. This will ensure existing components are compatible and a 90-day warranty can be issued.

**BUDGETARY INFORMATION:** The total cost for repairs and materials from JDC will not exceed \$23,042.63 and will be paid with Sewer funds.

**ACTION REQUESTED:** It is recommended that the payment for repairs and materials in an amount not to exceed \$23,042.63 from JDC of Twinsburg, OH, be approved and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to repair the water pump as soon as possible to ensure future demands are met.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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Aaron Klein, PE  
Director

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

**TWINSBURG**1860 SUMMIT COMMERCE PARK  
Twinsburg OH 44087**JOB CARD (ESTIMATE)**

No: 56887

Date: 7/11/2023  
Time: 12:15**Invoice To:**SANDUSKY, CITY OF  
DEPARTMENT OF PUBLIC WORKS  
240 COLUMBUS AVE  
SANDUSKY OH 44870**Ship To:**SANDUSKY, CITY OF  
DEPARTMENT OF PUBLIC WORKS  
240 COLUMBUS AVE  
SANDUSKY OH 44870**INFORMATION**

Job Code:	56887	Branch:	1300
Service Date:	6/7/2023	Warehouse:	1300
Exp. Complete Date:	7/31/2023	Site Code:	_MAIN
Type:	EXTERNAL	Cust. Code / Name:	SAND0004
Mechanic:	JOHN SCARLETT	Customer Eq. No.:	
Make / Model :	ZZ/MISC	Serial Number:	TBA
Equipment No.:	MISC	Meter Read(Hrs):	0.00
Equipment Desc:	MISC	Meter Read(Kms):	0.00
Reason:	SERVICE RETAIL WORK TO BE BILLED TO CUSTOMER	Job Desc:	SADUSKY WATER PUMP

**NOTES**

Note:  
REPAIRS REQUIRED:  
1. WATER PUMP WILL NEED DISASSEMBLED AND EVALUATED FOR REPAIRS.

**DETAILS**

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
<b>LABOR</b>						
JOHSCAR	JOHN SCARLETT	6/15/2023	38.00	\$165.00	0.00%	\$6,270.00
<b>Total LABOR:</b>						<b>\$6,270.00</b>
<b>PART</b>						
V3-37495JD	KIT,SEAL REPAIR KIT OIL	6/15/2023	1.00	\$118.75	0.00%	\$118.75
V3-37496JD	KIT - SEAL REPAIR KIT WATER	6/15/2023	1.00	\$122.25	0.00%	\$122.25
VA-29321	CYLINDER BARREL - OIL END	6/15/2023	1.00	\$2,086.66	0.00%	\$2,086.66
VA-29323B	TRUSS ROD SW115 ,THD62 1/8LG	6/15/2023	4.00	\$332.63	0.00%	\$1,330.52

**THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED****QUOTE DOES NOT INCLUDE TAX****PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM**

**TWINSBURG**1860 SUMMIT COMMERCE PARK  
Twinsburg OH 44087**JOB CARD (ESTIMATE)**

No: 56887

Date: 7/11/2023  
Time: 12:15**DETAILS**

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
VA-29328R	PISTON SHAFT-RECH	6/15/2023	1.00	\$1,000.00	0.00%	\$1,000.00
VA-29644	HN, FINISH, 1-1/2-12, G5, Z/Y	6/15/2023	8.00	\$14.42	0.00%	\$115.36
VA-29678	YOKE, SENSING ROD, STL HEX, 1 1/2	6/15/2023	1.00	\$199.83	0.00%	\$199.83
VA-29698	SEAL KEEPER	6/15/2023	1.00	\$116.92	0.00%	\$116.92
VA-29841	HHCS, 1/4-20X3/4, 18-8 SS	6/15/2023	8.00	\$0.51	0.00%	\$4.08
VA-29842	WASHER, SPLIT, 1/4, 18-8 SS	6/15/2023	8.00	\$0.10	0.00%	\$0.80
VA-39200	SENSING ROD	6/15/2023	1.00	\$537.95	0.00%	\$537.95
VA-39222	BUSHING HAT TYPE STL RD 1 1/2	6/15/2023	1.00	\$18.32	0.00%	\$18.32
VA-39260	PISTON OIL END DUCT IRN 8 1/16	6/15/2023	1.00	\$332.37	0.00%	\$332.37
VA-41717	CYLINDER BARREL, WATER END	6/15/2023	1.00	\$5,218.59	0.00%	\$5,218.59
VA-41848	SHCS, 5/16X1/2, 18-8 SS	6/15/2023	2.00	\$0.87	0.00%	\$1.74
VA-43049	FILTER VENT 1/4 IN	6/15/2023	2.00	\$8.92	0.00%	\$17.84
VA-507171	2IN DISCHARGE VALVE ASSY	6/15/2023	2.00	\$318.90	0.00%	\$637.80
VA-507349	CHECK VALVE, 3IN	6/15/2023	2.00	\$488.56	0.00%	\$977.12
VA-51600R	WATER END BLOCK - RE	6/15/2023	1.00	\$900.00	0.00%	\$900.00
VA-55787	PISTON ASSEMBLY	6/15/2023	1.00	\$69.90	0.00%	\$69.90
VA-55790	SEAL RETAINER /SIMILAR TO 3922	6/15/2023	1.00	\$61.14	0.00%	\$61.14
VA-62047G	HIGH PRESSURE BLOCK - RODDER P	6/15/2023	2.00	\$652.71	0.00%	\$1,305.42
VA-62112R	REBUILT CENTER BLOCK	6/15/2023	1.00	\$864.05	0.00%	\$864.05
VA-66563	PISTON - RODDER PUMP SENSOR	6/15/2023	1.00	\$108.22	0.00%	\$108.22
Total PART:						\$16,145.63
SSHPSUPPLY						
			1.00	\$627.00	0.00%	\$627.00
Total SSHPSUPPLY:						\$627.00

Name: \_\_\_\_\_

Total For Job 56887: \$23,042.63

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED****QUOTE DOES NOT INCLUDE TAX****PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM**



## CERTIFICATE OF FUNDS

In the Matter of: JDC- Sewer Jet Truck Repair

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 # 613-5440-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/20/2023

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR PARTS AND THE REPAIR OF A WATER PUMP FOR THE VACTOR JET SEWER CLEANER TRUCK FROM JDC OF TWINSBURG, OHIO, IN THE AMOUNT OF \$23,042.63; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Sewer Maintenance Division uses a Vactor Jet Sewer Cleaner Truck primarily for sewer cleaning and the high-volume water pump, driven by the hydraulics of the truck, failed during operation due to age and usage and needs to be repaired; and

**WHEREAS**, the Fleet Maintenance Staff searched for repair options but there were no alternatives other than JDC as this water pump is specialized and requires special tools to disassemble and rebuild the pump and JDC is the sole source provider for Vactor equipment, materials and repairs and the only repair solution; and

**WHEREAS**, the cost for the parts and repair of the Vactor Jet Sewer Cleaner Truck is \$23,042.63 and will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to repair the water pump as soon as possible to ensure future demands are met; 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 and/or Finance Director is authorized and directed to expend funds for parts and the repair of a water pump for the Vactor Jet Sewer Cleaner Truck from JDC of Twinsburg, Ohio, at an amount **not to exceed** Twenty-Three Thousand Forty-Two and 63/100 Dollars (\$23,042.63).

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.

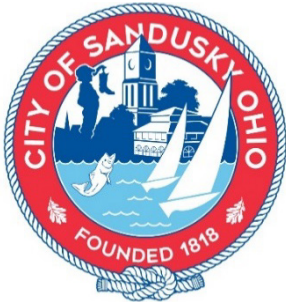
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: July 24, 2023



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870

419.627.5832

[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager

From: Colleen Gilson, Interim Assistant City Manager/Interim Community Development Director

Date: July 12, 2023

Subject: Commission Agenda Item – ED Fund Grant Agreement – Mid Ohio Funeral Services LLC (dba) Brown-Robinson Funeral Home

**ITEM FOR CONSIDERATION:** Legislation approving a Grant Agreement with Mid Ohio Funeral Services LLC (dba) Brown Robinson Funeral Home for the purposes of furthering economic development and commercial revitalization efforts in the City.

**BACKGROUND INFORMATION:** Brown-Robinson Funeral Home (formerly Brown Funeral Home) is a minority owned business that has been serving Lorain, Ohio and is the oldest African American owned funeral home in Lorain County. In 1998 Ray Robinson, a Norwalk native and ordained minister of the Living Word Church, purchased the business after his studies in business management and mortuary sciences from Central State University and Cincinnati College of Mortuary Science, respectively.

Brown-Robinson Funeral Home will open a second location at 1814 Milan Road this year. Improvements at the location total \$157,237. Brown-Robinson Funeral estimates current year (July-December 2023) annual sales revenue at \$153,000 and thereafter estimates growth at approximately 25% with year three operations estimated at \$633,420. Payroll also increases steadily per projections from current year of \$38,250 to \$221,697 in year three with FTE growing from 1 to 4 employees with pay range from \$20,000 to \$51,5000 in the same time.

A grant in the amount of \$15,000 was recommended for approval by the Economic Development Incentive Committee at its meeting on July 11, 2023.

**BUDGETARY INFORMATION:** The City will be responsible for providing \$15,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursement basis.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with Mid Ohio Funeral Services LLC (dba) Brown-Robinson Funeral Home. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to ensure timely completion of the project.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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Colleen Gilson  
Interim Asst. City Manager  
Interim Community Development Director

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

## CERTIFICATE OF FUNDS

In the Matter of: Brown-Robinson Funeral Home Econ Dev Grant

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

Account # 431-4070-53000

By: \_\_\_\_\_



Michelle Reeder

Finance Director

Dated: 7/20/2023

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO MID OHIO FUNERAL SERVICES LLC D.B.A. BROWN-ROBINSON FUNERAL HOME IN RELATION TO THE PROPERTY LOCATED AT 1814 MILAN ROAD; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Brown-Robinson Funeral Home (formerly Brown Funeral Home) is a minority owned business that has been serving Lorain, Ohio, and is the oldest African American owned funeral home in Lorain County; and

**WHEREAS**, in 1998 Ray Robinson, a Norwalk native and ordained minister of the Living Word Church, purchased the business after his studies in business management and mortuary sciences from Central State University and Cincinnati College of Mortuary Science, respectively; and

**WHEREAS**, Brown-Robinson Funeral Home will be opening a second location at 1814 Milan Road this year and plans to invest approximately \$157,237.00 for improvements including electrical, parking lot, signage, carpet, doors, painting, interior/exterior construction and carpentry; and

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

**WHEREAS**, the Economic Development Incentive Committee met on July 11, 2023, and is recommending to approve a grant to Mid Ohio Funeral Services LLC d.b.a. Brown-Robinson Funeral Home in the amount of \$15,000.00 to assist with project costs for the purposes of furthering economic development and commercial revitalization efforts in the City; and

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

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

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

Section 1. This City Commission authorizes and directs the City Manager to

enter into a Grant Agreement with Mid Ohio Funeral Services LLC d.b.a. Brown-Robinson Funeral Home for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Mid Ohio Funeral Services LLC d.b.a. Brown-Robinson Funeral Home in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Economic Development Capital Projects Funds of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 24, 2023

## GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Effective Date**"), by and between the CITY OF SANDUSKY, OHIO, an Ohio municipal corporation, and Mid Ohio Funeral Services LLC, d/b/a Brown Robinson Funeral Home, an Ohio limited liability company (the "**Company**"). The City and the Company are collectively referred to herein as the "**Parties**".

### WITNESSETH:

WHEREAS, pursuant to Ordinance No. [\_\_\_\_\_] passed by the City Commission of the City of Sandusky, Ohio (the "**City Commission**") on July 24, 2023 (the "**Approval**"), the City determined that it is in the best interest of the citizens of the City, in order to encourage economic development and employment within the City, to grant funds to financially support the project more particularly described on **EXHIBIT A** attached hereto and incorporated herein by reference (the "**Project**") at 1814 Milan Road, Sandusky, Ohio 44870 (the "**Property**"); and,

WHEREAS, the Company is a minority-owned funeral home with a facility in Lorain County; and,

WHEREAS, the Company purchased the former Father's Heart Church located at 1814 Milan Road in order to open a new funeral home facility in the City of Sandusky; and,

WHEREAS, the Project will renovate the Property, which includes but is not limited to updating the building's electric system, improving the parking lot, and installing signage, doors, and carpets, for a total renovation cost of \$157,237; and,

WHEREAS, the Project will result in 4 employees with an estimated annual payroll of \$221,697 in the City of Sandusky; and,

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

WHEREAS, as authorized in Article VIII, Section 13 of the Ohio Constitution and in accordance with the guidelines established by the City, the City has offered to provide the Company a grant to encourage economic development and employment within the City; and,

WHEREAS, the Company acknowledges the City's commitment to provide financial assistance through this grant and has agreed to enter into this Agreement, which sets forth the Company's obligations concerning the use of the grant proceeds; and,

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



NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

Section 1. Terms of the Grant. The City shall grant to the Company funds in the amount of Fifteen Thousand Dollars (\$15,000) (the “**Grant**”) for use by the Company exclusively for the Project. The grant shall be disbursed in one lump sum upon the completion of the Project. This City Grant shall be disbursed from 2023 economic and destination development funding sources. This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City’s support.

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2023. This date may be extended at the discretion of the City Manager.

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

Section 2. Use of Funds. The Company will use the Grant to complete the Project. The Company shall use the Grant solely in connection with eligible expenses incurred under the Project. By accepting the Grant herein provided, the Company agrees to meet the terms of this Grant Agreement. All improvements to the Premises must be made in accordance with any approvals for the Project and permits and inspections as may be required by the City.

Section 3. City's Obligation to Make Payments Not Debt. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement are not a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Company has no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Consistent with Section 13 of Article VIII, Ohio Constitution, any payments required to be made by the City pursuant to this Agreement are to be payable solely from the City's non-tax revenues. Further, the obligation of the City to make the payments pursuant to this Agreement are in accordance with the City Council’s Approval and subject to certification by the Director of Finance of the City as to the availability of such non-tax revenues.

Section 4. Events of Default. At any time during the Term of this Agreement, and solely at the discretion of the City, should the City determine the Company is not in compliance with the terms of the Grant set forth herein, then the City shall provide Notice of Default to the Company pursuant to Section 5 demanding strict compliance therewith. If the Company fails to take necessary action during the notice period herein to remain in compliance, then the City shall immediately seek any legal or equitable remedy to which it is entitled including the repayment of any Grant amount.

Section 5. Notice of Default. Pursuant to Section 4, should the City determine that the Company is not in compliance with the terms of the Grant, then the City shall provide written notice to the Company, addressed to and sent via the notice provisions of Section 7 below (the “**Notice of Default**”). The Notice of Default shall state clearly the reason(s) for which the City determines the Company to be out of compliance. The Company shall have ten (10) days from the date it received the Notice of Default to cure or otherwise take the necessary corrective action to remain in compliance with the terms of the Grant under this Agreement.

Section 6. Indemnification of the City. The Company shall indemnify, defend, and hold harmless the City from and against all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys’ fees, costs and expenses, arising from the City’s remittance of funds under the Grant.

Section 7. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, Notices shall be addressed to:

- (i) If to the City:

City Manager  
Attn: Director of Community Development  
City of Sandusky, Ohio  
240 Columbus Avenue  
Sandusky, OH 44870

- (ii) If to the Company:

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Extent of Provisions: Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future director, member, officer, agent or employee of the City. No official executing or approving the City's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement shall be neither binding upon nor inure to the benefit of the Company's successors and assigns unless with the prior written consent of the City.

(d) Assignment or Transfer. This Agreement shall not be assigned or transferred without the express written consent of the City.

(e) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(f) Authority to Sign. The Company and City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both Parties.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(i) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(j) Governing Law and Choice of Forum. This Agreement shall be governed by and constructed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Company, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

(k) Further Assurances. The Company shall, upon request of the City, duly execute and deliver to the City such further instruments, and do and cause to be done such further acts, as may be necessary or proper in the opinion of the City to carry out the provisions and purposes of this Agreement.

[Signature Page Follows.]

Mid Ohio Funeral Services LLC d.b.a. Brown Robinson  
Funeral Home

By: \_\_\_\_\_  
Sarah S. Chiappone, Assistant Law Director

## EXHIBIT A

[Project Description]

**July 11, 2023**

**Economic Development Incentive Committee Summary**

**Brown Robinson Funeral Home**

**Applicant:** Ray H. Robinson Jr

**Business Location:** 1814 Milan Road

**Principal Owners:** Ray H. Robinson Jr, President/Owner

**Recommendation:** \$15,000.00 Economic Development Fund grant to be approved by the Economic Development Incentive Committee on the condition that the applicant obtain all relevant permits and display a sign evidencing City of Sandusky support for one year after project completion. The project improvements shall be completed by December 31, 2023

**Project Description**

Brown-Robinson Funeral Home (formerly Brown Funeral Home) is a minority owned business that has been serving Lorain, Ohio and well beyond for decades. It is the oldest African American owned in Lorain County. In 1998, Ray Robinson purchased the business after his studies in business management and mortuary sciences from Central State University and Cincinnati College of Mortuary Science, respectively. The youngest of 10 children and a Norwalk native, Robinson is also an ordained minister of the Living Word Church. Robinson's work tending to those in the moments of grief is aided by his gentle spirit and uplifting kindness through his professional ministry.

Late last year, Robinson shared his plans to expand his funeral home business by opening a new location in Sandusky. At the time of the meeting, Robinson spoke eloquently about the need for this expansion as there does not exist a funeral home from Lorain to Toledo that attends to, as a primary focus, those in the African American community needing services after losing loved ones. Robinson entered into a purchase agreement via land contract with Father's Heart Ministries for the acquisition of the property at 1814 Milan Road. Down payment in the amount of one hundred sixty thousand dollars was made as part of the contract with monthly payments in the amount of fifteen thousand per month being made for the remainder of the contract period. Building purchase at completion will be at four hundred twenty-five thousand dollars. Rehabilitation of the building has commenced with services anticipated to begin in July 2023.

Brown-Robinson Funeral in Sandusky estimates current year (July-December 2023) annual sales revenue at \$153,000. Thereafter Brown-Robinson Funeral Homes estimates growth at approximately 25% with year three operations estimated at \$633,420. Payroll also increases steadily per projections from current year of \$38,250 to \$221,697 in year three with FTE growing from 1 to 4 employees with pay range from \$20,000 to \$51,5000 in the same time period.

Brown-Robinson Funeral Home chose Sandusky for business expansion and will serve the community well for many years. The project meets several preferences of the program. It is minority owned, will increase job opportunities and tax revenue, will enhance an entryway into the City and will swiftly utilize a space vacated by the former owner.

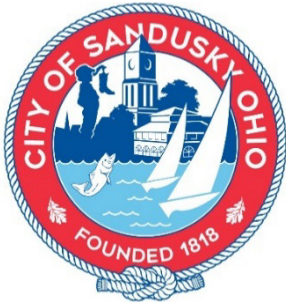
### **Project Uses**

Land Contract Down Payment	\$160,000
Electrical	\$ 14,345
Parking Lot Improvements	\$ 25,000
Signage	\$ 6,854
Carpet	\$ 31,588
Doors	\$ 12,820
Painting	\$ 6,000
Int/Ext Construction	\$ 50,000
Carpentry	\$ 10,630
<b>Total</b>	<b>\$317,237</b>

### **Project Sources**

Sandusky Economic Development Fund	\$ 15,000
Owner Equity	\$160,000
Owner Investment/Private Financing	\$142,237
<b>Total</b>	<b>\$317,237</b>





## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5832

[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager

From: Colleen Gilson, Interim Assistant City Manager/Interim Community Development Director

Date: July 12, 2023

Subject: Commission Agenda Item – ED Fund Grant Agreement – S&S Realty LTD

**ITEM FOR CONSIDERATION:** Legislation approving a Grant Agreement with S&S Realty LTD for the purposes of furthering economic development and commercial revitalization efforts in the City.

**BACKGROUND INFORMATION:** S&S Realty LTD is a family-owned business operating in Sandusky since 1982. Business lines include commercial real estate, hotel, restaurant and entertainment related industries.

The projects which S&S Realty seeks support is the renovation of the space formerly operated as Rain Water Park and expansion of dining opportunities at the Thirsty Pony, located at 1935 Cleveland Road. The vacant space will be converted into a state-of-the-art sportsbook lounge and bar. The reinvention of the long-shuttered facility into a destination for those seeking sports betting and off-track racing opportunities will feature large open spaces, a custom bar and seating, entertainment and sports viewing, sportsbook kiosks and teller windows. An outdoor patio kitchen and eating amenities will also be added at the Thirsty Pony Restaurant. Total project costs are \$1.39M.

The new addition is expected to add up to an additional 25 employees throughout the complex including wait and bar staff, housekeeping and management positions. Current year annual sales revenue for the complex is \$11.6M. Expansion efforts estimate increase in revenue to \$3.5 in three years. Payroll is expected to grow from \$2.4M to \$3.5M in the same time period. Employee average pay is \$25,000 with modest growth in the coming years.

A grant in the amount of \$140,000 was recommended for approval by the Economic Development Incentive Committee at its meeting on July 11, 2023

**BUDGETARY INFORMATION:** The City will be responsible for providing \$140,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursement basis.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with S&S Realty LTD. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to ensure timely completion of the project.

I concur with this recommendation:

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John Orzech  
Interim City Manager

---

Colleen Gilson  
Interim Asst. City Manager  
Interim Community Development Director

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

## CERTIFICATE OF FUNDS

In the Matter of: S&S Realty Econ Dev Grant

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

Account # 431-4070-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/20/2023

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$140,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO S&S REALTY LTD IN RELATION TO THE PROPERTY LOCATED AT 1935 CLEVELAND ROAD; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, S&S Realty LTD is a family-owned business operating in Sandusky since 1982 and includes commercial real estate, hotel, restaurant and entertainment related businesses; and

**WHEREAS**, S&S Realty LTD plans to renovate the space formerly operated as Rain Water Park and also expand dining opportunities at the Thirsty Pony, both located at 1935 Cleveland Road; and

Renovations at the former Rain Water Park include converting the vacant space into a state-of-the-art sportsbook lounge and bar and a destination for sports betting and off-track racing opportunities including large open spaces, a custom bar and seating, entertainment and sports viewing, sportsbook kiosks and teller windows and an outdoor patio kitchen and eating amenities will be added at the Thirsty Pony Restaurant for an estimated total project cost of \$1.39 Million; and

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

**WHEREAS**, the Economic Development Incentive Committee met on July 11, 2023, and is recommending to approve a grant to S&S Realty LTD in the amount of \$140,000.00 to assist with project costs for the purposes of furthering economic development and commercial revitalization efforts in the City; and

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

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

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

Section 1. This City Commission authorizes and directs the City Manager to

enter into a Grant Agreement with S&S Realty LTD for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to S&S Realty LTD in an amount **not to exceed** One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) from the Economic Development Capital Projects Funds of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 24, 2023

## GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Effective Date**"), by and between the CITY OF SANDUSKY, OHIO, an Ohio municipal corporation, and S&S Realty LTD, an Ohio limited liability company (the "**Company**"). The City and the Company are collectively referred to herein as the "**Parties**".

### WITNESSETH:

WHEREAS, pursuant to Ordinance No. [\_\_\_\_\_] passed by the City Commission of the City of Sandusky, Ohio (the "**City Commission**") on July 24, 2023 (the "**Approval**"), the City determined that it is in the best interest of the citizens of the City, in order to encourage economic development and employment within the City, to grant funds to financially support the project more particularly described on **EXHIBIT A** attached hereto and incorporated herein by reference (the "**Project**") at 1935 Cleveland Road, Sandusky, Ohio 44870 (the "**Property**"); and,

WHEREAS, the Company is a family owned business operating in the City of Sandusky since 1982; and,

WHEREAS, the Company's central business location at the corner of Cleveland Road and Cedar Point Road contains several businesses, including but not limited to the Thirsty Pony, Holiday Inn Express Hotels, Cedar Lanes Bowling, and the Stables; and,

WHEREAS, the Project will consist of renovating the formerly-operating Rain Water Park and the Thirsty Pony in order to create a space for a sportsbook lounge, bar, an outdoor patio kitchen, and teller windows at a total renovation cost of \$1,390,607; and,

WHEREAS, the Project will result in 125 employees, 25 of which are estimated to be new employees, with an estimated annual payroll of \$3,500,000 in the City of Sandusky; and,

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

WHEREAS, as authorized in Article VIII, Section 13 of the Ohio Constitution and in accordance with the guidelines established by the City, the City has offered to provide the Company a grant to encourage economic development and employment within the City; and,

WHEREAS, the Company acknowledges the City's commitment to provide financial assistance through this grant and has agreed to enter into this Agreement, which sets forth the Company's obligations concerning the use of the grant proceeds; and,

WHEREAS, the City has determined that this Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the

health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City.

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

Section 1. Terms of the Grant. The City shall grant to the Company funds in the amount of One Hundred Forty Thousand Dollars (\$140,000) (the “**Grant**”) for use by the Company exclusively for the Project. The grant shall be disbursed in one lump sum upon the completion of the Project. This City Grant shall be disbursed from 2023 economic and destination development funding sources. This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City’s support.

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2023. This date may be extended at the discretion of the City Manager.

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

Section 2. Use of Funds. The Company will use the Grant to complete the Project. The Company shall use the Grant solely in connection with eligible expenses incurred under the Project. By accepting the Grant herein provided, the Company agrees to meet the terms of this Grant Agreement. All improvements to the Premises must be made in accordance with any approvals for the Project and permits and inspections as may be required by the City.

Section 3. City's Obligation to Make Payments Not Debt. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement are not a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Company has no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Consistent with Section 13 of Article VIII, Ohio Constitution, any payments required to be made by the City pursuant to this Agreement are to be payable solely from the City's non-tax revenues. Further, the obligation of the City to make the payments pursuant to this Agreement are in accordance with the

City Council's Approval and subject to certification by the Director of Finance of the City as to the availability of such non-tax revenues.

Section 4. Events of Default. At any time during the Term of this Agreement, and solely at the discretion of the City, should the City determine the Company is not in compliance with the terms of the Grant set forth herein, then the City shall provide Notice of Default to the Company pursuant to Section 5 demanding strict compliance therewith. If the Company fails to take necessary action during the notice period herein to remain in compliance, then the City shall immediately seek any legal or equitable remedy to which it is entitled including the repayment of any Grant amount.

Section 5. Notice of Default. Pursuant to Section 4, should the City determine that the Company is not in compliance with the terms of the Grant, then the City shall provide written notice to the Company, addressed to and sent via the notice provisions of Section 7 below (the "**Notice of Default**"). The Notice of Default shall state clearly the reason(s) for which the City determines the Company to be out of compliance. The Company shall have ten (10) days from the date it received the Notice of Default to cure or otherwise take the necessary corrective action to remain in compliance with the terms of the Grant under this Agreement.

Section 6. Indemnification of the City. The Company shall indemnify, defend, and hold harmless the City from and against all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, costs and expenses, arising from the City's remittance of funds under the Grant.

Section 7. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, Notices shall be addressed to:

(i) If to the City:

City Manager  
Attn: Director of Community Development  
City of Sandusky, Ohio  
240 Columbus Avenue  
Sandusky, OH 44870

(ii) If to the Company:

\_\_\_\_\_  
Attention: \_\_\_\_\_

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Extent of Provisions: Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future director, member, officer, agent or employee of the City. No official executing or approving the City's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement shall be neither binding upon nor inure to the benefit of the Company's successors and assigns unless with the prior written consent of the City.

(d) Assignment or Transfer. This Agreement shall not be assigned or transferred without the express written consent of the City.

(e) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(f) Authority to Sign. The Company and City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both Parties.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;



(ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(i) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(j) Governing Law and Choice of Forum. This Agreement shall be governed by and constructed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Company, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

(k) Further Assurances. The Company shall, upon request of the City, duly execute and deliver to the City such further instruments, and do and cause to be done such further acts, as may be necessary or proper in the opinion of the City to carry out the provisions and purposes of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

S&S Realty, LTD

By \_\_\_\_\_  
George Sortino, Member

By \_\_\_\_\_  
G. James Sortino, Member

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
John Orzech, Interim City Manager

Approved as to Form:

By: \_\_\_\_\_  
Brendan Heil, Law Director

EXHIBIT A

[Project Description]

**July 11, 2023**

**Economic Development Incentive Committee Summary**

**S&S Realty**

**Cedar Corner Complex - Thirsty Pony Addition**

**Applicant:** George Sortino

**Business Location:** 1935 Cleveland Road

**Principal Owners:** George Sortino (50%) and G. James Sortino (50%) - Members

**Recommendation:** \$140,000 Economic Development Fund grant to be approved by the Economic Development Incentive Committee on the condition that the applicant obtain all relevant permits and display a sign evidencing City of Sandusky support for one year after project completion. The project improvements shall be completed by December 31, 2023

**Project Description**

S&S Realty LTD is a family-owned business operating in Sandusky since 1982. Business lines include commercial real estate, hotel, restaurant and entertainment related industries. S&S Realty's central business location is at the corner of Cleveland and Cedar Point Roads and is home to business attractions including the Thirsty Pony Restaurant, two Holiday Inn Express Hotels, Cedar Lanes Bowling, The Stables - just to name a few. The complex is located at the main entryway to Cedar Point and has been a destination for Sanduskians and visitors for decades.

The projects which S&S Realty seeks support is the renovation of the space formerly operated as Rain Water Park and expansion of dining opportunities at the Thirsty Pony. The vacant space will be converted into a state-of-the-art sportsbook lounge and bar. The reinvention of the long-shuttered facility into a destination for those seeking sports betting and off-track racing opportunities will feature large open spaces, a custom bar and seating, entertainment and sports viewing, sportsbook kiosks and teller windows. It is anticipated that the addition of the facility will attract new visitors to the city, extend the stay of those seeking thrills at Cedar Point and capture the attention of sports enthusiasts attending events at SportForce just down the road. An outdoor patio kitchen and eating amenities will also be added at the Thirsty Pony Restaurant.

The new addition is expected to add up to an additional 25 employees throughout the complex including wait and bar staff, housekeeping and management positions. Current year annual sales revenue for the complex is \$11.6M. Expansion efforts estimate increase in revenue to \$3.5 in three years. Payroll is expected to grow from \$2.4M to \$3.5M in the same time period. Employee average pay is \$25,000 with modest growth in the coming years.

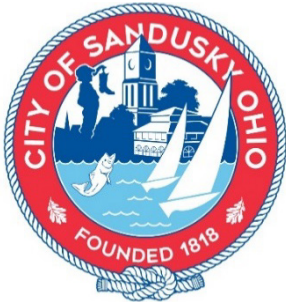
The investment represents support for business expansion in a company that has deep roots in the community and that has remained present and active during periods of economic downturn and uncertainty. Further, the location is gateway not just to Cedar Point but to Sandusky's uniquely quaint neighborhoods and historic downtown.

#### **Project Uses**

Architectural and Design	\$ 37,233
Construction Costs	\$1,116,000
Equipment and Furnishing	\$ 237,374
<b>Total</b>	<b>\$1,390,607</b>

#### **Project Sources**

Sandusky Economic Development Fund	\$ 140,000
Owner Investment	\$ 250,670
Civista Bank	\$1,000,000
<b>Total</b>	<b>\$1,390,607</b>



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5832  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager  
From: Colleen Gilson, Interim Assistant City Manager/Interim Community Development Director  
Date: July 12, 2023  
Subject: Commission Agenda Item – ED Fund Grant Agreement – Sandusky Book Bar LLC

**ITEM FOR CONSIDERATION:** Legislation approving a Grant Agreement with Sandusky Book Bar LLC for the purposes of furthering economic development and commercial revitalization efforts in the City.

**BACKGROUND INFORMATION:** Janie Ahner, owner of Sandusky Book Bar LLC, is embarking on the creation of a new business on Sandusky's Southside. Her professional experience in business development, sales, and account management as well as service industry related work in managing bars have prepared her for such an undertaking.

The Sandusky Book Bar will offer a dine-in and carryout coffee shop, a casual bar with an abundance of seating and an affordable bookstore. The building in which the Sandusky Book Bar will be located is the former YMCA building at 2101 W Perkins Ave and it will occupy approximately 5,000 square feet and will be open daily from 7am-8pm. Tenant improvements of the space are \$175,238. The project will create 4 jobs at the facility with an average payroll growth from \$41,080 to \$98,592 over the first years of operation. The current year is estimated to generate approximately \$107,000 in sales revenue (opening in fall 2023) with year one of full operation estimated to generate approximately \$273,267.

A grant in the amount of \$15,000 was recommended for approval by the Economic Development Incentive Committee at its meeting on July 11, 2023.

**BUDGETARY INFORMATION:** The City will be responsible for providing \$15,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursement basis.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with Sandusky Book Barr LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to ensure timely completion of the project.

I concur with this recommendation:

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John Orzech  
Interim City Manager

---

Colleen Gilson  
Interim Asst. City Manager  
Interim Community Development Director

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

## CERTIFICATE OF FUNDS

In the Matter of: Sandusky Book Bar LLC Econ Dev Grant

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

Account # 431-4070-53000

By: \_\_\_\_\_



Michelle Reeder

Finance Director

Dated: 7/20/2023

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO SANDUSKY BOOK BAR LLC IN RELATION TO THE PROPERTY LOCATED AT 2101 WEST PERKINS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Janie Ahner is the owner of Sandusky Book Bar LLC that will be located at the former YMCA building at 2101 W. Perkins Avenue and offer a dine-in and carryout coffee shop, a casual bar with an abundance of seating and an affordable bookstore; and

**WHEREAS**, Sandusky Book Bar LLC will occupy approximately 5,000 square feet and will be open daily from 7am-8pm and estimated tenant improvements of the space total \$175,238.00 with the project creating four (4) jobs at the business; and

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

**WHEREAS**, the Economic Development Incentive Committee met on July 11, 2023, and is recommending to approve a grant to Sandusky Book Bar LLC in the amount of \$15,000.00 to assist with project costs for the purposes of furthering economic development and commercial revitalization efforts in the City; and

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

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Sandusky Book Bar LLC for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development, substantially in the same form as Exhibit "1", a copy of



which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Sandusky Book Bar LLC in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Economic Development Capital Projects Funds of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 24, 2023

## GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Effective Date**"), by and between the CITY OF SANDUSKY, OHIO, an Ohio municipal corporation, and Sandusky Book Bar, LLC an Ohio limited liability company (the "**Company**"). The City and the Company are collectively referred to herein as the "**Parties**".

### WITNESSETH:

WHEREAS, pursuant to Ordinance No. [\_\_\_\_\_] passed by the City Commission of the City of Sandusky, Ohio (the "**City Commission**") on July 24, 2023 (the "**Approval**"), the City determined that it is in the best interest of the citizens of the City, in order to encourage economic development and employment within the City, to grant funds to financially support the project more particularly described on **EXHIBIT A** attached hereto and incorporated herein by reference (the "**Project**") at 2101 W. Perkins Avenue, Sandusky, Ohio 44870 (the "**Property**"); and,

WHEREAS, the Company is a woman-owned business that desires to open a new business composed of a coffee shop, bar, and bookstore; and,

WHEREAS, the Project will update the former Y.M.C.A building located in the South Side neighborhood, which includes but is not limited to updating the Property's plumbing, electric, HVAC, drywall, and flooring at total renovation cost of \$175,238; and,

WHEREAS, the Project will result in the hiring of 4 employees, with an estimated annual payroll of \$98,592 in the City of Sandusky; and,

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

WHEREAS, as authorized in Article VIII, Section 13 of the Ohio Constitution and in accordance with the guidelines established by the City, the City has offered to provide the Company a grant to encourage economic development and employment within the City; and,

WHEREAS, the Company acknowledges the City's commitment to provide financial assistance through this grant and has agreed to enter into this Agreement, which sets forth the Company's obligations concerning the use of the grant proceeds; and,

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

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

Section 1. Terms of the Grant. The City shall grant to the Company funds in the amount of Fifteen Thousand Dollars (\$15,000) (the “**Grant**”) for use by the Company exclusively for the Project. The grant shall be disbursed in one lump sum upon the completion of the Project. This City Grant shall be disbursed from 2023 economic and destination development funding sources. This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City’s support.

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by June 30, 2024. This date may be extended at the discretion of the City Manager.

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

Section 2. Use of Funds. The Company will use the Grant to complete the Project. The Company shall use the Grant solely in connection with eligible expenses incurred under the Project. By accepting the Grant herein provided, the Company agrees to meet the terms of this Grant Agreement. All improvements to the Premises must be made in accordance with any approvals for the Project and permits and inspections as may be required by the City.

Section 3. City's Obligation to Make Payments Not Debt. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement are not a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Company has no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Consistent with Section 13 of Article VIII, Ohio Constitution, any payments required to be made by the City pursuant to this Agreement are to be payable solely from the City's non-tax revenues. Further, the obligation of the City to make the payments pursuant to this Agreement are in accordance with the City Council’s Approval and subject to certification by the Director of Finance of the City as to the availability of such non-tax revenues.

Section 4. Events of Default. At any time during the Term of this Agreement, and solely at the discretion of the City, should the City determine the Company is not in compliance with the terms of the Grant set forth herein, then the City shall provide Notice of Default to the Company pursuant to Section 5 demanding strict compliance therewith. If the Company fails to take

necessary action during the notice period herein to remain in compliance, then the City shall immediately seek any legal or equitable remedy to which it is entitled including the repayment of any Grant amount.

Section 5. Notice of Default. Pursuant to Section 4, should the City determine that the Company is not in compliance with the terms of the Grant, then the City shall provide written notice to the Company, addressed to and sent via the notice provisions of Section 7 below (the “**Notice of Default**”). The Notice of Default shall state clearly the reason(s) for which the City determines the Company to be out of compliance. The Company shall have ten (10) days from the date it received the Notice of Default to cure or otherwise take the necessary corrective action to remain in compliance with the terms of the Grant under this Agreement.

Section 6. Indemnification of the City. The Company shall indemnify, defend, and hold harmless the City from and against all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys’ fees, costs and expenses, arising from the City’s remittance of funds under the Grant.

Section 7. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, Notices shall be addressed to:

(i) If to the City:

City Manager  
Attn: Director of Community Development  
City of Sandusky, Ohio  
240 Columbus Avenue  
Sandusky, OH 44870

(ii) If to the Company:

\_\_\_\_\_

\_\_\_\_\_  
Attention: \_\_\_\_\_

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Extent of Provisions: Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future director, member, officer, agent or employee of the City. No official executing or approving the City's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement shall be neither binding upon nor inure to the benefit of the Company's successors and assigns unless with the prior written consent of the City.

(d) Assignment or Transfer. This Agreement shall not be assigned or transferred without the express written consent of the City.

(e) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(f) Authority to Sign. The Company and City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both Parties.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(i) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(j) Governing Law and Choice of Forum. This Agreement shall be governed by and constructed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Company, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

(k) Further Assurances. The Company shall, upon request of the City, duly execute and deliver to the City such further instruments, and do and cause to be done such further acts, as may be necessary or proper in the opinion of the City to carry out the provisions and purposes of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

Sandusky Book Bar, LLC

By \_\_\_\_\_  
Janie Ahner, Owner & Managing Member

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
John Orzech, Interim City Manager

Approved as to Form:

By: \_\_\_\_\_  
Sarah S. Chiappone, Assistant Law Director

EXHIBIT A

[Project Description]



**July 11, 2023**

**Economic Development Incentive Committee Summary**

**Sandusky Book Bar**

**Applicant:** Janie Ahner

**Business Location:** 2101 W Perkins Avenue

**Principal Owners:** Janie Ahner, Owner & Managing Member

**Recommendation:** \$15,000.00 Economic Development Fund grant to be approved by the Economic Development Incentive Committee on the condition that the applicant obtain all relevant permits and display a sign evidencing City of Sandusky support for one year after project completion. The project improvements shall be completed by December 31, 2023

**Project Description**

Janie Ahner is embarking on the creation of a new business on Sandusky's Southside. Her professional experience in business development, sales, and account management as well as service industry related work in managing bars with responsibilities such as: inventory management, employee scheduling, social media and other marketing efforts, managing customer complaints and issues, managing employee disputes, and managing money related to inventory and open/close expectations have prepared her for such an undertaking.

The building in which the Sandusky Book Bar will be located is the former YMCA building on W Perkins Ave and it will occupy approximately 5,000 square feet. Ms. Ahner has a three-year lease for the space with a two-year renewal option. The building also houses Ahner Commercial Doors & Windows and warehousing space for another business owner. The building location is next to Mills Golf Course, a church and new funeral home and is on a well-traveled corridor that contains many additional small businesses and industries. Further, it is within walking distance to many residential streets.

Sandusky Book Bar LLC estimates startup costs at approximately two hundred and eighty thousand dollars of which \$175, 238 are related to predevelopment and leasehold improvements. Ms. Ahner intends to create 4 jobs at the facility. Her estimates for current year generate approximately \$107,000 in sales revenue (opening in late summer or fall 2023) with Year One of full operation at \$273,267. Sandusky Book Bar will be open daily from 7am-8pm.

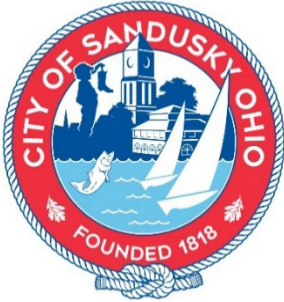
The Sandusky Book Bar, a female owner enterprise, will be unique in offering not only a dine-in and carryout coffee shop, but it will also offer a casual bar with an abundance of seating, and an affordable bookstore. Ms. Ahner's intention is to provide Sanduskians a gathering space that is unlike anything else in town and aims to create a relaxed atmosphere and comfortable locale for connecting with friends and family, working and studying, and relaxing with a book in hand.

#### **Project Uses**

Architectural and Permitting	\$ 23,000
Plumbing	\$ 24,777
Electric	\$ 29,500
HVAC	\$ 25,775
Drywall	\$ 10,380
Flooring	\$ 61,806
<b>Total</b>	<b>\$175,238</b>

#### **Project Sources**

Sandusky Economic Development Fund	\$ 15,000
Owner Investment	\$160,238
<b>Total</b>	<b>\$175,238</b>



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5832  
[www.citvofsanduskv.com](http://www.citvofsanduskv.com)

To: John Orzech, Interim City Manager

From: Colleen Gilson, Interim Assistant City Manager/Interim Community Development Director

Date: July 11, 2023

Subject: Commission Agenda Item – Professional Service Agreement with HDR, Inc. for the Examination of Services for the Sandusky Transit System

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to enter into an agreement for Professional Services with HDR, Inc. of Cleveland, Ohio to conduct an examination of Sandusky Transit System services.

**BACKGROUND INFORMATION:** The Sandusky Transit System (hereafter referred to as “STS”) is funded primarily by the City of Sandusky along with additional contributions from neighboring communities as well as contract revenue. The goal of the STS is to provide safe public transportation service to all residents in a timely, courteous, and cost-effective manner to contribute to their quality of life. STS is operated by the City of Sandusky and serves all of Erie County. The city currently contracts with First Transit Inc. for day-to-day operations. STS has both a fixed route and demand response system.

The City of Sandusky issued an RFQ in May 2023 soliciting qualified firms to study and provide independent analysis toward the development of a communication strategy that that will heighten awareness of existing services STS provides to our citizens, visitors, area businesses and stakeholders. One (1) response was received and evaluated by a selection committee and based upon their experience, professional expertise and knowledge, past success with similar projects, project approach, schedule and location, it was determined HDR, Inc. was the most qualified.

An Operational Review of the system will be conducted to study the delivery of STS’ services including analyzing the system’s fixed routes and on-demand service (Dial-a-Ride). The analysis will detail impacts both positively and negatively that the system provides to riders, tourists, and supports businesses, along with the impact of riders that benefits other government agencies that STS provides services to the entire Erie County region. The study will provide a pathway to continued ridership recovery after the COVID 19 pandemic. A key component will be to analyze and assess the potential negative impact businesses in the region would face by the reduction in transit services to the area, especially as it relates to employment

and monetary spending. Additionally, an examination of projected workforce and tourism needs, improvements to operational efficiencies, and service delivery will result from the examination.

**BUDGETARY INFORMATION:** Total cost not to exceed \$39,969.57 of which \$25,000.00 will be paid with Community Development Block Grant (CDBG-CV) Covid Recovery Funds and \$14,969.57 will be paid with Capital Projects Funds.

**Action Requested:** It is recommended that a Professional Services Agreement with HDR, Inc. of Cleveland, Ohio for the Examination of Sandusky Transit Services be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to complete the analysis in a timely manner and initiate recommendations at the earliest opportunity. .

I concur with this recommendation:

---

John Orzech  
Interim City Manager

---

Colleen Gilson  
Interim Asst. City Manager  
Interim Community Development Director

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

## CERTIFICATE OF FUNDS

In the Matter of: HDR- Examination of Services for STS

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, 431-6203-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/20/2023

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HDR, INC. OF CLEVELAND, OHIO, TO CONDUCT AN EXAMINATION OF SERVICES FOR THE SANDUSKY TRANSIT SYSTEM AND AMTRAK STATION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Sandusky Transit System (STS) is funded primarily by the City of Sandusky along with additional contributions from neighboring communities as well as contract revenue and the goal is to provide safe public transportation service to all residents in a timely, courteous, and cost-effective manner to contribute to their quality of life; and

**WHEREAS**, STS is operated by the City of Sandusky, through a service provider, First Transit Inc., for day-to-day operations and services all of Erie County; and

**WHEREAS**, a Request for Qualifications (RFQ) was issued for the Examination of Services for the Sandusky Transit System in which one (1) submittal was received and evaluated by a selection committee and based upon the firm's experience, professional expertise and knowledge, past success with similar projects, project approach, schedule and location, it was determined HDR, Inc. of Cleveland, Ohio, was the most qualified; and

**WHEREAS**, HDR, Inc. will be providing professional services for an examination of the Sandusky Transit System's services including a review of financials, and market trends, stakeholder engagement, funding analysis, and immediate, medium, and long term goals and these services are 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 cost of the professional services is \$40,000.00 of which \$25,000.00 will be paid with Community Development Block Grant Covid (CDBG-CV) Funds and \$15,000.00 will be paid with Capital Projects Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement to commence services, complete the analysis, and initiate recommendations 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 Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an Professional Services Agreement with HDR, Inc. of Cleveland, Ohio, to conduct an Examination of Services for the Sandusky Transit System, consistent with the proposal submitted, a copy of which is marked Exhibit "A" and attached to this Ordinance, at an amount **not to exceed** Thirty-Nine Thousand Nine Hundred Sixty-Nine and 57/100 Dollars (\$39,969.57).

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: July 24, 2023



## **Scope of Services**

### **Task 1: Review of Existing Service, Financials, and Market Trends**

HDR will review existing internal or external studies, development plans and other opportunities that may impact STS in the future regarding transit service and operational policies. This analysis will also include how STS is funded and incorporate possible external financial contributors. This analysis will look at key market trends and assist in the identification of key issues and opportunities that could lead to expanded growth through existing services. The analysis will evolve into a “State of STS” assessment that will address current and ongoing plans, issues, and opportunities that will lead to future recommendations.

#### **Deliverable:**

- Summary of Finding Memo, no longer than 10 pages, including tables, graphs, and maps to display data and information.

### **Task 2: Stakeholder Engagement**

HDR will coordinate with STS to meet with local employers and stakeholders to understand the workforce needs of Erie County and relay the importance of public transit to a growing economy in two in-person meetings. STS will coordinate meeting logistics and identify and invite participants. HDR will create materials, such as graphics and presentation, to showcase the importance of transit to the economic impact of Sandusky. HDR will create a written summary of this engagement effort. This information gathering will impact recommendations for the future of transit in Erie County.

#### **Deliverable:**

- Lead one (1) Stakeholder Meeting for the business community and interested parties;
- Host an additional (1) Stakeholder Meeting to present findings once existing conditions and stakeholder engagement have concluded. This will allow revisions to the recommendation matrix to generate consensus and buy-in.
- Create a meeting summary, with possible tables, graphs, and maps to display data and information, of the stakeholder meeting
- PowerPoint Presentation

### **Task 3: Funding Analysis**

Funding is instrumental in creating a robust transit network. HDR will look for creative ways through local, regional, and federal opportunities to increase funding and develop a guide for STS to increase its operations with a sustainable source of funding. This could include tax initiatives, assist in the transition from rural to urbanized area funding, and grant opportunities.

#### **Deliverable:**





- General planning-level funding analysis of opportunities and considerations summarized in up to a 10-page memo

#### **Task 4: Immediate, Medium, and Long Term Goals**

Through the creation of the “State of STS” and stakeholder engagement to determine workforce needs and market trends, HDR will develop a matrix of recommendations for STS to consider for improvements to their service and operational policies in the future. This matrix will include tasks with feasibility and responsibility parties.

#### **Deliverable:**

- Matrix that includes tasks with feasibility and responsible parties to generate next steps

EXHIBIT "A"



## Budget

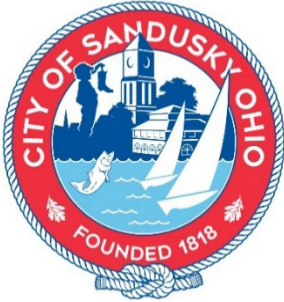
Phase	Total Hrs	Total Cost
Task 1: Review of Existing Service, Financials, and Market Trends	114	\$ 14,237.99
Task 2: Stakeholder Engagement	84	\$ 10,813.87
Task 3: Funding Analysis	46	\$ 10,114.19
Task 4: Immediate, Medium, and Long Term Goals	38	\$ 4,803.52
<b>Total</b>	<b>282</b>	<b>\$ 39,969.57</b>

*Includes direct costs.*

## Schedule

The study is estimated to begin in August 2023 and conclude by December 2023.

EXHIBIT "A"



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5832  
[www.citvofsanduskv.com](http://www.citvofsanduskv.com)

To: John Orzech, Interim City Manager

From: Colleen Gilson, Interim Assistant City Manager/Interim Community Development Director

Date: July 11, 2023

Subject: Commission Agenda Item – Resolution to Proceed with an Additional Tax on Property and to Submit the Question of the Tax Levy to the Electors of the City

**ITEM FOR CONSIDERATION:** A resolution to proceed with an additional tax on property in excess of the ten-mill limitation for current expenses of the City of Sandusky and to submit the question of the tax levy to the electors of the City at the November 7, 2023, election.

**BACKGROUND INFORMATION:** Pursuant to Ord 21-175 raising admission tax to 8% and Ord 21-174 creating an 8% parking tax, the City of Sandusky has allocated funds to be used toward the creation of a Recreation Center to serve the needs of the Sandusky community. Earlier this year, the City commenced a site selection and planning process toward the development of said facility with the understanding and declaration that operation of such would require resources from an additional levy. The process has resulted in preliminary concepts for Recreation Center programming, building scale and site.

The City of Sandusky City Commission ("City Commission"), by Resolution 026-23R, determined that the amount of taxes that may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of the City of Sandusky (the "City") and that it is necessary to place a new tax levy of 1.26 mills for a continuing period of time beginning in tax year 2023 to be first collected in calendar year 2024 for parks and recreational purposes as authorized by R.C. 5705.19(H).

City Commission in compliance with Ohio Revised Code Section 5705.03, did certify to the Auditor of Erie County Ohio Resolution 026-23R, requesting the Auditor to certify the total current tax valuation of the City, and the estimated revenue that would be generated by a new tax of 1.26 mills based on such total taxable value (rounded to the nearest thousand), and the amount generated by 1.26 mills expressed in dollars (rounded to the nearest dollar) for each \$100,000 of the County Auditor's appraised value.

The Auditor of Erie County has certified to the City Commission that the total tax valuation is \$533,284,510, and that the dollar amount of revenue that would be generated by the 1.26 mill levy is \$672,000 annually during the life of the levy assuming the total current tax valuation remains the same

throughout the life of the levy, and that a tax levy of 1.26 mills for each \$1.00 in taxable value will generate \$44 for \$100,000 of the County Auditor's appraised value for all properties within the City.

**BUDGETARY INFORMATION:** This tax levy is necessary to help offset the cost of operating and maintaining a Recreation Center.

**Action Requested:** It is requested that a Resolution be passed declaring it 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 City's park and recreational operations. This Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the Clerk of this City Commission to certify this Resolution to the Erie County Board of Elections for the submission of the question to the electors of the City of Sandusky at the regular municipal election to be held on November 7, 2023.

I concur with this recommendation:

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John Orzech  
Interim City Manager

---

Colleen Gilson  
Interim Asst. City Manager  
Interim Community Development Director

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO PROCEED WITH AN ADDITIONAL TAX ON PROPERTY IN EXCESS OF THE TEN-MILL LIMITATION FOR PARKS AND RECREATION FOR THE CITY OF SANDUSKY AND TO SUBMIT THE QUESTION OF THE TAX LEVY TO THE ELECTORS OF THE CITY AT THE NOVEMBER 7, 2023, ELECTION; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, on June 12, 2023, the City of Sandusky City Commission (“City Commission”), by Resolution 026-23R, determined that the amount of taxes that may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of the City of Sandusky (the “City”) and that it is necessary to place an additional tax levy of 1.26 mills for a continuing period of time beginning in tax year 2023 to be first collected in calendar year 2024 for parks and recreational purposes as authorized by R.C. 5705.19(H); and

**WHEREAS**, the City Commission in compliance with Ohio Revised Code Section 5705.03, did certify to the Auditor of Erie County Ohio Resolution 026-23R, requesting the Auditor to certify the total current tax valuation of the City, and the estimated revenue (rounded to the nearest thousand) that would be generated by a new tax of 1.26 mills based on such total taxable value, and the amount generated by 1.26 mills expressed in dollars (rounded to the nearest dollar) for each \$100,000 of the County Auditor’s appraised value; and

**WHEREAS**, the Auditor of Erie County has certified to the City Commission that the total tax valuation is \$533,284,510, and that the dollar amount of revenue that would be generated by the 1.26 mill levy is \$672,000 annually during the life of the levy assuming the total current tax valuation remains the same throughout the life of the levy, and that a tax levy of 1.26 mills for each \$1.00 in taxable value will generate \$44 for \$100,000 of the County Auditor’s appraised value for all properties within the City, and such certification is attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to Sections 5705.03 and 5705.19 of the Ohio Revised Code, the taxing authority of the City of Sandusky, by vote of two-thirds of the members of the taxing authority, is authorized by law to place an additional levy before the electors residing within the City’s boundaries; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the Clerk of this City Commission to certify this Resolution to the Erie County Board of Elections for the submission of the question to the electors of the City of Sandusky at the regular municipal election to be held on November 7, 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 City’s park and recreational operations, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take

immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. That the City Commission of the City of Sandusky, Ohio, hereby declares that it will proceed with placing on the ballot at the November 7, 2023 election, an additional levy at a rate of 1.26 mills for each \$1.00 of taxable value for a continuing period of time for parks and recreational purposes as authorized by R.C. 5705.19(H).

Section 2. It is hereby declared the form of the ballot to be used at said regular election shall be substantially as follows, with the proposed language on the question of the levy reading as follows, or in a similar manner as follows:

A majority affirmative vote is necessary for passage.

An additional tax for the benefit of the City of Sandusky for parks and recreational purposes that the County Auditor estimates will collect \$672,000 annually, at a rate not exceeding 1.26 mills for each \$1.00 of taxable value, which amounts to \$44.00 for each \$100,000 of the County Auditor’s appraised value, for a continuing period of time, commencing in 2023, first due in calendar year 2024.

For the Tax Levy	
Against the Tax Levy	

Section 3. The question approving the levy as set forth in Section 2 shall be submitted to the electors of the City of Sandusky, Erie County, Ohio at the election on November 7, 2023. All of the City of Sandusky is in Erie County, Ohio.

Section 4. The Clerk of the City Commission is hereby authorized and directed to certify a copy of this Resolution, with the attached Exhibit A, and a copy of Resolution 026-23R, passed on June 12, 2023, to the Board of Elections of Erie County, on or before 4:00PM on August 9, 2023, and to proceed with all things necessary to be done in order to accomplish the purpose of this Resolution and the requirements of R.C. 5705.03(B).

Section 5. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 24, 2023

# Certificate of Estimated Property Tax Revenue

Use this form when a taxing authority certifies a millage rate  
and requests the revenue produced by that rate.

DTE 140R  
Rev. 01/23  
R.C. 5705.01, 5705.03

The county auditor of Erie County, Ohio, does hereby certify the following:

- On June 20, 2023, the taxing authority of the City of Sandusky  
(political subdivision name) certified a copy of its resolution or ordinance adopted June 12, 2023,  
requesting the county auditor to certify the current taxable value of the subdivision and the amount of revenue that would  
be produced by ( 1.260 ) mills, to levy a tax outside the 10-mill limitation for parks and recreation purposes pursuant to  
Revised Code § 5705.19 (H), to be placed on the ballot at the November 7, 2023, election. The levy  
type is additional.
- The property tax revenue that will be produced by the stated millage, assuming the taxable value of the subdivision remains  
constant throughout the life of the levy, is calculated to be \$ 672,000.
- The total taxable value of the subdivision used in calculating the estimated property tax revenue is \$ 533,284,510.
- The millage for the requested levy is ( 1.260 ) mills per \$1 of taxable value, which amounts to \$ 44 for each  
\$100,000 of the county auditor's appraised value.

Auditor's signature

June 23, 2023

Date

## Instructions

- "Total taxable value" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
- For purposes of this certification, "subdivision" includes any agency, board, commission or other authority authorized to request a taxing authority to submit a tax levy on its behalf. See R.C. 5705.01(A) & (C).
- "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase and (7) replacement with a decrease levies.
- In completing Lines 1 and 4 of this form, mills should be identified in whole numbers, i.e., 5 mills, rather than as a fraction of a dollar, i.e., \$0.005. This expression is consistent with the prior practice of identifying mills in whole numbers per \$1 of valuation.
- "The county auditor's appraised value" means the true value in money of real property. R.C. 5705.01(P).
- For any levy or portion of a levy, an estimate of the levy's annual collections, rounded to the nearest one thousand dollars, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout the life of the levy the same as the amount of the tax list for the current year, and if this is not determined, the estimated amount submitted by the auditor to the county budget commission. R.C. 5705.03(B).
- Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 90 days before the election.



## CERTIFICATE OF FUNDS

In the Matter of: Reminger Professional Law Services

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

Account # 110-7100-53000, 612-5900-53000, 613-5900-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/20/2023

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JUSTIN HARRIS OF REMINGER CO., LPA OF SANDUSKY, OHIO, FOR PROFESSIONAL LAW DIRECTOR SERVICES FOR THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the City's Law Director, Brendan L. Heil, has resigned effective July 24, 2023, and in the interim of selecting a new Law Director, the City desires to retain Justin Harris of Reminger Co., LPA of Sandusky, Ohio, for professional law director services to be provided by Attorney Justin D. Harris; and

**WHEREAS**, this City Commission approved the hiring of Justin Harris to perform legal services for the City's Law Department at their regularly scheduled meeting on July 10, 2023; and

**WHEREAS**, the cost for the professional law director services is \$6,500.00 per month and will be paid with funds from the Law Department's operation budget (50%), Water Funds (25%), and Sewer Funds (25%); 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 formally approve the agreement that is effective July 24, 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 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 agreement with Justin Harris of Reminger Co., LPA of Sandusky, Ohio, for professional law director services for the City of Sandusky, effective July 24, 2023, consistent with the proposal submitted, 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 as are approved by the Law Director as not being adverse to the City and as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent

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: July 24, 2023



Justin D. Harris, Esq.  
Direct Dial: (419) 609-4234  
Email: [jharris@reminger.com](mailto:jharris@reminger.com)

July 14, 2023

City of Sandusky  
C/O Brendan Heil  
240 Columbus Avenue  
Sandusky, Ohio 44870

**Re: Interim Law Director**

Dear Brendan:

I am writing to congratulate you and wish you the best on your future endeavors as you move back into private practice. The City will surely miss you.

Per my conversations with John Orzech, my firm and I would be honored if I were able to serve as your interim replacement while the City searches for its next law director. Accordingly, we submit for Mr. John Orzech and the City Commission's approval the following provision governing our engagement. Our objective is to provide high quality legal services to our clients at a fair and reasonable cost.

The attorney-client relationship is one of mutual trust and confidence. If this Agreement memorializes our attorney-client relationship appropriately, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, I am pleased to have the opportunity to serve the City of Sandusky once again.

#### **ATTORNEY-CLIENT ENGAGEMENT LETTER**

This document (the "Agreement") is the written attorney-client fee contract under which Justin D. Harris, and Reminger Co., L.P.A. ("We," "we," "Us," or "us") will provide law director services and outside general counsel legal services to the City of Sandusky ("You," "you," "Your," or "your").

**1. Effective Date.** You agree to retain us as your interim law director from the date of execution of this Agreement up to and including January 30, 2024, unless sooner terminated as provided in Paragraph 8 of this Agreement. This Agreement will automatically renew monthly on the last day of the month unless otherwise agreed to by either party to this Agreement.

**2. Scope of Representation as Interim Law Director.** You are hiring me as the Interim Law Director to perform services related to, among other things, the following: coordinating and managing all legal services for the City of Sandusky; business/legal advice; assistance with contract review and negotiation; creation of contract templates; review of proposed

#### **REMINGER CO., LPA**

154 Columbus Ave • Floor 2 • Sandusky, OH 44870 • T: 419.609.1311 • F: 419.626.4805 • [www.reminger.com](http://www.reminger.com)

CLEVELAND / COLUMBUS / CINCINNATI / AKRON / SANDUSKY / TOLEDO / YOUNGSTOWN / FT MITCHELL / LEXINGTON  
LOUISVILLE / INDIANAPOLIS / FT WAYNE / NW INDIANA / EVANSVILLE / PITTSBURGH

legislation, employment matters, including advising the City's Human Resources Department; attendance at City Commission meetings, and other committee meetings as necessary; and general consultation, research, and advice on overall City of Sandusky policies and procedures. We will also make ourselves available to attend and participate in regularly scheduled meetings with the City's administration team so that we can provide advice on strategic, litigation, and business issues as they arise, as well as provide periodical litigation updates on all pending litigation matters. We will provide those legal services reasonably required to represent you and take reasonable steps to keep you informed of progress and to respond to your inquiries.

As the Interim Law Director, Justin D. Harris will be exclusively available to the City of Sandusky as follows:

- a. Monthly City Commission meetings;
- b. Regular scheduled weekly meetings with City Manager, John Orzech;
- c. Five (5) hours per week office hours at the City of Sandusky administration building;
- d. Outside of regularly scheduled office hours, Justin D. Harris will review all legislation and work with Paige Doster and his Assistant Law Director to make sure the City Commission agenda is approved and published in coordination with the City Commission Clerk; and
- e. Provide 24/7 availability for phone conferences with the City Manager and department heads to discuss legal issues that arise.

**3. Scope of Services.** You agree to hire Justin D. Harris as the Interim Law Director. Justin D. Harris will have primary responsibility for your representation but will utilize other firm lawyers and legal assistants as he believes appropriate in the circumstances. We will endeavor to keep you reasonably informed of progress and developments, and to respond to your inquiries.

**4. Client Responsibilities.** You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation in both litigation and non-litigation matters. You also agree to pay our statements for services and expenses in accordance with the Fee Agreement outlined in this Agreement.

**5. Confidentiality.** It is in your best interest to preserve the confidentiality of all communications between us. Your ability to protect the confidentiality of those communications may be jeopardized if you disclose their contents to third parties. We will preserve the confidentiality of all communications, proprietary information, and standard operating procedures.

**6. General Waiver of Conflicts.** As we discussed, you are aware that the firm represents many other companies and individuals, including, but not limited to Cedar Fair, L.P. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any manner that is not substantially related to our work for you. You should know that Justin D. Harris, as the attorney serving as your Interim Law Director, will reasonably prioritize your matters.

7. **Legal Fees and Billing Practices.** In consideration for the services outlined in Paragraph 2 and Paragraph 3 of this Agreement, you agree to pay the firm pursuant to the following fee arrangement:

- a. **Interim Law Director Retainer.** You agree that our fee and compensation for legal services as the Interim Law Director shall be Sixty-Five Hundred Dollars (\$6,500.00) per month payable on the 28<sup>th</sup> day of each month that we serve as the City of Sandusky's Interim Law Director.

8. **Discharge and Withdrawal.** You may discharge us at any time. We may withdraw from representing you with your consent or for good cause. Good cause includes your breach of this Agreement (including your failure to pay bills and/or deposits), your refusal to cooperate with us or to follow our advice, or any circumstance that would, in our opinions, render our continued representation of you unlawful or unethical.

9. **Disclaimer and Guarantee.** Nothing in this Agreement, and nothing in our statements to you, will be construed as a promise or guarantee about the outcome of your legal issues and matters. All of our statements on any legal matters are statements of opinion only.

10. **Counterparts.** This Agreement may be signed in counterparts. Each counterpart shall constitute a binding Agreement upon each and all of the undersigned.

11. **Prior Agreements.** This Agreement supersedes all prior understandings and Agreements between Attorney and Client relating to the subject matter of this Agreements.

#### **NOTICE TO CLIENT**

YOU HAVE THE RIGHT TO SEEK INDEPENDENT LEGAL ADVISE REGARDING THIS ATTORNEY-CLIENT FEE AGREEMENT. DO NOT SIGN THIS FEE AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. YOU ARE ENTITLED TO A FILLED IN COPY.

By signing below, the party acknowledges he or she has the right to seek independent legal advice regarding this Agreement. By signing below, the party further acknowledges that he or she has read and understood the terms of this Agreement including: (i) those set forth in Paragraph 7 regarding applicable fee schedules, and (ii) those set forth in Paragraph 6 regarding representation of potentially adverse interests, and agree to them, as of the date we first provided services.

WHEREFORE, the parties to this Agreement, through their duly authorized representatives, have signed this Agreement on the date(s) which appear below:

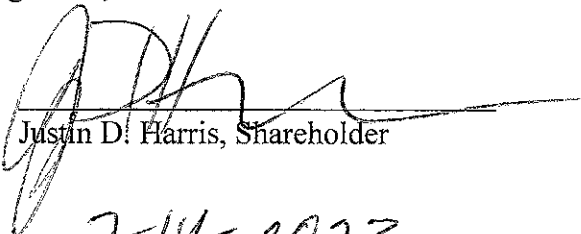
City of Sandusky

By: \_\_\_\_\_  
John Orzech  
City Manager

Date: \_\_\_\_\_

and

Reminger Co., L.P.A.

By:  \_\_\_\_\_  
Justin D. Harris, Shareholder

Date: 7-14-2023